



BOARD OF COMMISSIONERS

**March 06, 2023
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. 311.

Please silence cell phones.

Agenda

**Camden County Board of Commissioners
March 06, 2023; 7:00 PM
Camden Public Library - Boardroom
118 Hwy 343 North**

Call to Order

ITEM Closed Session - Personnel and Economic Development

ITEM Welcome / Reconvene Board of Commissioners

Invocation & Pledge of Allegiance

Pastor Joe Brock, Harmony Baptist Church

ITEM 1. Consideration of Agenda (For discussion and possible action)

ITEM 2. Conflict of Interest Disclosure Statement

ITEM 3. Presentations (For discussion and possible action)

- A. Employee Recognition
- B. NC Cooperative Extension - Austin Brown
- C. US Motto Action Committee - Rick Lanier

ITEM 4. 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 5. New Business (For discussion and possible action)

- A. Tax Report - Lisa Anderson
- B. Treasure Point Rural Education Center - Erin Burke

- C. South Mills Water Association Letters of Request
- D. Resolution 2023-03-01 Approving Supplemental Opioid Settlement - John Morrison

ITEM 6. Board Appointments (For discussion and possible action)

- A. Tourism Development Authority
- B. Library Board

Recess to South Camden Water & Sewer District Board of Directors

Reconvene Board of Commissioners

ITEM 7. Consent Agenda

- A. BOC Meeting Minutes
- B. Budget Amendments
- C. School Budget Amendments
- D. DMV Monthly Report
- E. Pickups, Releases & Refunds
- F. Refunds Over \$100.00
- G. Tax Collection Report
- H. Vehicle Refunds Over \$100.00
- I. American Rescue Plan Act Policies

ITEM 8. County Manager's Report

ITEM 9. Commissioners' Reports

ITEM 10. Information, Reports & Minutes from Other Agencies

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

ITEM 11. Other Matters (For discussion and possible action)

ITEM 12. Adjourn



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Presentations

Item Number: 3.A
Meeting Date: March 06, 2023
Submitted By: Beverly Fonville,
Human Resources
Prepared by: Karen Davis

Item Title **Employee Recognition**

Attachments:

Summary:

~ Brandon Henderson (Sheriff's Office, 5 years) and Alexis Taylor (DSS, 5 years) will be recognized with service pins.
~ Retiring Chief Deputy Rodney Meads will be recognized for 23 years of service with the Camden County Sheriff's Office.



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Presentations

Item Number: 3.B
Meeting Date: March 06, 2023
Submitted By: Austin Brown,
NC Cooperative Extension
Prepared by: Karen Davis

Item Title NC Cooperative Extension - Austin Brown

Attachments:

Summary:

NC Cooperative Extension Director Austin Brown will present the 2022 *Report to the People* video to highlight the accomplishments of Extension staff in Camden County in the past year.



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Presentations

Item Number: 3.C

Meeting Date: March 06, 2023

Submitted By: Karen Davis, Clerk to the Board
Administration
Prepared by: Karen Davis

Item Title US Motto Action Committee - Rick Lanier

Attachments: Motto Invitation for Officials (DOCX)
Motto Biography-Press Release (DOCX)
Motto All NC Locations Approved (XLSX)

Invitation letter, press release and NC approved locations attached.

Dear Honorable Elected Officials,

This is an invitation to join the growing list of cities and counties that are "Voting Yes" to proudly and prominently display our national motto, *IN GOD WE TRUST*, in and on their governmental buildings and on law enforcement vehicles.

My name is Rick Lanier and I am the Co-Founder and Field Director of the *US MOTTO ACTION COMMITTEE* was founded in December 2002. Its sole purpose is to promote patriotism by encouraging elected officials to "Vote Yes" to display *IN GOD WE TRUST* in and on their governmental Buildings and on law enforcement vehicles.

Displaying the Motto gives ceremonial honor to public occasions and expresses confidence in our society. These words have been used on US Currency since 1864. This inspiring slogan is engraved above the entrance of the US Senate Chamber as well as above the Speaker's Seat in the US House of Representatives. On July 30, 1956, during the Dwight D. Eisenhower administration, the U.S. Congress adopted *IN GOD WE TRUST* as the official National Motto of the United States of America. Thus, displaying our Motto is a legal right, protected by the first amendment.

On November 1, 2011 the U.S. House of Representatives voted overwhelmingly, 396 - 9, to reaffirm *IN GOD WE TRUST* as our nation's motto. Congressman Randy Forbes, of Virginia, sponsored the resolution, in part, because some have mistakenly stated that "E Pluribus Unum" is our national motto. Most importantly, the resolution specifically encourages the placement of the motto in and on all government buildings from courthouses to school classrooms. A recent survey shows that 87% of all Americans still support the display of our National Motto.

In times of both war and peace, these words have been a profound source of strength and guidance to many generations of Americans.

As a grassroots patriotic movement, the *US MOTTO ACTION COMMITTEE* stands on solid legal ground. Since Davidson County, North Carolina paved the way, not one legal challenge has been raised against any city or county that has "Voted Yes." This effort is legal and there is nothing to challenge!

We are very pleased to announce that we are having an overwhelming success with the counties and cities that are readily voting "Yes" to display *IN GOD WE TRUST*, in or on their Government Building and law enforcement vehicles.

Elected officials like you, are showing a commitment to the values that our country was founded upon.

The purpose of this letter is to urge you to place us on your next possible meeting agenda. It would be our pleasure to incur the full cost of these displays.

Finally, we welcome you to call or contact us personally with any questions or encouragement we can provide.

Thank you,

**Please distribute this "Letter of Invitation"
to your Elected Officials and other appropriate staff members via their in box or e-mail
Thank You.**

US MOTTO ACTION COMMITTEE
MISSION STATEMENT

TO DEFEND, PROMOTE,
AND ASSIST
IN THE AWARENESS
AND FURTHERANCE OF OUR
US MOTTO,
"IN GOD WE TRUST,"
ON PUBLIC BUILDINGS,
STRUCTURES, MONUMENTS,
THE PRINTED PAGE,
AND TO ENCOURAGE
OUR GODLY HERITAGE
IN VARIOUS OTHER ASPECTS.

USMAC
PO Box 1351
Lexington, NC 27293
E-mail usmotto02@gmail.com

EXECUTIVE BOARD MEMBERS

DAVID WHITE- Chairman	336-239-0473	davidmwhite7@aol.com
RICK LANIER- Field Director	336-225-9030	7thheaven@windstream.net
FRED MCCLURE- Treasurer	336-249-9269	fred@fredmcclure.com
PASTOR RON BAITY- Chaplain	336-785-0529	rbaity4520@aol.com
MARK SMITH- Secretary	336-306-6476	MSDKSmith@icloud.com

THE US MOTTO ACTION COMMITTEE
Established
DECEMBER 30, 2002

Attachment: Motto Invitation for Officials (US Motto Action Committee - Rick Lanier)

BIOGRAPHY

We are delighted to report to you that one hundred and twenty-one (121) entities have voted “yes” to display “In God We Trust” in and on their government buildings. Thus far over 250 plus displays have been permanently installed in 68 NC counties and 50 town halls. In addition to providing these permanent displays on public buildings, some 60 plus N.C. sheriff departments, 40 plus police departments, and 30 plus fire department fleets have installed over 3500 “In God We Trust” reflective decals on their vehicles. All of this is a result of the efforts by the US Motto Action Committee, which after procuring the approvals by the government bodies, pays for all the cost of these displays.

It all began on November 26, 2002, when with a desire to promote patriotism; Rick Lanier led the Davidson County Board of Commissioners to publicly display “In God We Trust” on the exterior of the Davidson County Governmental Center, on which the installation was completed December 29, 2002. December 30, 2002, Rick co-founded the US Motto Action Committee.

On June 24, 2003, two ACLU funded attorneys filed a Federal lawsuit against Davidson County citing that the motto violated the “Separation of Church and State”. Due to the proactive efforts of the USMAC the Davidson County Board of Commissioners unanimously decided to accept the assistance of the NC Association of County Commissioners and fight the lawsuit, all agreeing that it was worth the fight. In May 2004, U.S. District Court Judge William Osteen, Sr. dismissed the lawsuit, citing no church/state conflict. On May 13, 2005, the U.S. 4th Circuit Court of Appeals affirmed Judge Osteen’s opinion. Then in finality, on November 14, 2005, the U.S. Supreme Court refused to hear the case, thus making the 4th Circuit Court of Appeals ruling case law. (Ref. 407F 3d 266 Lambeth v. The Board of Commissioners of Davidson County, North Carolina, Case No. 04-1753 4th Circuit Court of Appeals).

The mission statement of the USMAC is To defend, promote and assist in the awareness and furtherance of our U.S. motto, “In God We Trust” on public buildings, structures, monuments, the printed page, and to encourage our Godly Heritage in various other aspects. The immediate goal of the USMAC is to reach all 100 NC counties and as many town halls as possible with a request to prominently and proudly display our great motto.

For the last 7 years we have made it our goal to tirelessly contribute many hours of our time in making this effort a reality. We do all this with a deeply held conviction that our Nation’s identity and spiritual heritage are worth the effort. Many county and city leaders have shared the same conviction, which has resulted in this organization’s overwhelming success.

December 31st, 2022

US MOTTO ALL NC LOCATIONS APPROVED

	STATE	LOCATION	COUNTY	APPROVAL DATE	INSTALLATION PROGRESS
1	North Carolina	Alamance County	Alamance	4/6/2015	Complete
2	North Carolina	Alexander County	Alexander	4/13/2015	Complete
3	North Carolina	Alleghany County	Alleghany	8/17/2015	Complete
4	North Carolina	Anson County	Anson	9/12/2022	Confirmation
5	North Carolina	Ashe County	Ashe	1/20/2015	Complete
6	North Carolina	Avery County	Avery	7/6/2015	Complete
7	North Carolina	Beaufort County	Beaufort	9/6/2022	Confirmation
8	North Carolina	Bertie County	Bertie	10/17/2022	Confirmation
9	North Carolina	Bladen County	Bladen	6/5/2017	Phase 1 Complete
10	North Carolina	Brunswick County	Brunswick	1/13/2015	Complete
11	North Carolina	Burke County	Burke	3/7/2015	Complete
12	North Carolina	Caldwell County	Caldwell	6/15/2015	Complete
13	North Carolina	Carteret County	Carteret	9/21/2020	Complete
14	North Carolina	Caswell County	Caswell	3/16/2015	Complete
15	North Carolina	Chatham County *	Chatham	5/16/2016	Confirmation
16	North Carolina	Cherokee County	Cherokee	2/1/2015	Complete
17	North Carolina	Clay County	Clay	9/3/2015	Complete
18	North Carolina	Cleveland County	Cleveland	2/11/2015	Complete
19	North Carolina	Columbus County	Columbus	8/15/2016	Complete
20	North Carolina	Craven County	Craven	3/21/2022	Complete
21	North Carolina	Currituck County	Currituck	10/17/2022	Confirmation
22	North Carolina	Davidson County	Davidson	11/26/2002	Complete
23	North Carolina	Davie County	Davie	8/7/2006	Complete
24	North Carolina	Duplin County	Duplin	7/18/2022	Complete
25	North Carolina	Gaston County	Gaston	2/10/2015	Complete
26	North Carolina	Graham County	Graham	8/4/2015	Complete
27	North Carolina	Granville County	Granville	8/1/2016	Complete
28	North Carolina	Greene County	Greene	3/7/2022	Complete
29	North Carolina	Halifax County	Halifax	3/2/2015	Complete
30	North Carolina	Harnett County	Harnett	8/1/2016	Complete
31	North Carolina	Henderson County	Henderson	9/16/2015	Complete
32	North Carolina	Iredell County	Iredell	4/19/2006	Complete
33	North Carolina	Johnston County	Johnston	12/4/2017	Complete
34	North Carolina	Lee County	Lee	1/20/2021	Complete
35	North Carolina	Lenior County	Lenior	10/19/2020	Complete
36	North Carolina	Lincoln County	Lincoln	3/16/2015	Complete
37	North Carolina	Macon County	Macon	10/13/2015	Complete
38	North Carolina	Martin County	Martin	3/18/2015	Complete
39	North Carolina	McDowell County	McDowell	4/13/2015	Complete
40	North Carolina	Mitchell County	Mitchell	7/13/2015	Complete
41	North Carolina	Montgomery County	Montgomery	5/19/2015	Complete

Attachment: Motto All NC Locations Approved (US Motto Action Committee - Rick Lanier)

[illegible]

				DATE	PROGRESS
1	North Carolina	Angier/Town	Harnett	9/6/2016	Complete
2	North Carolina	Badin/Town	Stanly	9/8/2015	Complete
3	North Carolina	Belville/Town	Brunswick	1/26/2015	Complete
4	North Carolina	Broadway/Town	Lee	3/22/2021	Complete
5	North Carolina	Cajah's Mtn/Town	Caldwell	4/5/2016	Complete
6	North Carolina	Casar/Town	Cleveland	6/6/2016	Complete
7	North Carolina	China Grove/Town	Rowan	5/5/2015	Complete
8	North Carolina	Crossnore/Town	Avery	9/8/2015	Complete
9	North Carolina	Denton/Town	Davidson	2/2/2015	Complete
10	North Carolina	Dillsboro/Town	Jackson	10/12/2015	Complete
11	North Carolina	Elkin/City	Surry	8/10/2015	Complete
12	North Carolina	Elk Park/Town	Avery	8/3/2015	Complete
13	North Carolina	Erwin/Town	Harnett	6/7/2018	Phase 1 Complete
14	North Carolina	Faith/Town	Rowan	6/4/2019	Complete
15	North Carolina	Forest City/Town *	Rutherford	9/18/2017	Ready To order
16	North Carolina	Granite Falls/Town	Caldwell	9/21/2015	Complete
17	North Carolina	Grover/Town	Cleveland	4/9/2018	Complete
18	North Carolina	Harmony/Town	Iredell	3/2/2015	Complete
19	North Carolina	Havelock/City	Craven		Confirmation
20	North Carolina	Hildebran/Town	Burke	8/24/2015	Complete
21	North Carolina	King/City	Stokes	6/6/2016	Complete
22	North Carolina	King's Mountain/City	Cleveland	4/28/2015	Complete
23	North Carolina	Lake Lure/Town	Rutherford	2/9/2016	Complete
24	North Carolina	Lattimore/Town	Cleveland	3/10/2015	Complete
25	North Carolina	Madison/Town	Rockingham	4/9/2015	Complete
26	North Carolina	Maiden/Town	Catawba	8/11/2020	Complete
27	North Carolina	Mayodan/Town	Rockingham	5/11/2015	Complete
28	North Carolina	Midway/Town	Davidson	4/6/2015	Complete
29	North Carolina	Mocksville/Town	Davie	3/5/2019	Complete
30	North Carolina	Morehead City/Town	Carteret	4/12/2022	Complete
31	North Carolina	Murphy/City	Cherokee	4/4/2016	Complete
32	North Carolina	Newland/Town	Avery	9/1/2015	Complete
33	North Carolina	Ocean Isle Beach/Town	Brunswick	6/14/2022	Complete
34	North Carolina	Ramseur/Town	Randolph	8/16/2022	Complete
35	North Carolina	Randleman/City	Randolph	1/5/2016	Complete
36	North Carolina	Rhodhiss/Town	Burke	7/1/2015	Complete
37	North Carolina	Robbins/Town	Moore	3/12/2015	Complete
38	North Carolina	Rockwell/Town	Rowan	3/9/2020	Complete
39	North Carolina	Ronda/Town	Wilkes		Complete
40	North Carolina	Sawmills/Town	Caldwell	2/16/2016	Complete
41	North Carolina	Seagrove/Town	Randolph	5/3/2017	Confirmation
42	North Carolina	Shelby/City	Cleveland	6/6/2016	Complete
43	North Carolina	Stokesdale/Town	Guilford	4/14/2016	Complete
44	North Carolina	Stoneville/Town	Rockingham	4/7/2015	Complete
45	North Carolina	Thomasville/City	Davidson	7/17/2004	Complete

Attachment: Motto All NC Locations Approved (US Motto Action Committee - Rick Lanier)

[illegible]



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

New Business

Item Number: 5.A

Meeting Date: March 06, 2023

Submitted By: Lisa Anderson, Tax Administrator
Taxes
Prepared by: Lisa Anderson

Item Title **January Monthly Report**

Attachments: January20230228085418790 (PDF)

Summary: January 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>	<u>REAL PROPERTY</u>	<u>PERSONAL PROPERTY</u>
2022	539,148.61	57,209.48
2021	116,937.07	8,483.47
2020	46,513.01	3,587.84
2019	24,855.18	1,858.07
2018	18,715.98	1,084.40
2017	11,507.67	1,493.43
2016	7,509.13	1,038.49
2015	6,192.75	628.26
2014	8,232.49	969.00
2013	6,300.73	4,618.93

Attachment: January20230228085418790 (Tax Report)

TOTAL REAL PROPERTY TAX UNCOLLECTED	785,912.62
TOTAL PERSONAL PROPERTY UNCOLLECTED	80,971.37
TEN YEAR PERCENTAGE COLLECTION RATE	99.07%
COLLECTION FOR 2023 vs. 2022	1,199,190.61 vs. 1,074,161.69

LAST 3 YEARS PERCENTAGE COLLECTION RATE

2022	93.90%
2021	98.69%
2020	99.37%

THIRTY LARGEST UNPAID ACCOUNTS

SEE ATTACHMENT "A"

THIRTY OLDEST UNPAID ACCOUNTS

SEE ATTACHMENT "B"

EFFORTS AT COLLECTION IN THE LAST 30 DAYS**ENDING January 2023****BY TAX ADMINISTRATOR**43 NUMBER DELINQUENCY NOTICES SENT38 FOLLOWUP REQUESTS FOR PAYMENT SENT4 NUMBER OF WAGE GARNISHMENTS ISSUED1 NUMBER OF BANK GARNISHMENTS ISSUED20 NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATOR
TO DELINQUENT TAXPAYER0 NUMBER OF PERSONAL VISITS CONDUCTED (COUNTY OFFICES)0 PAYMENT AGREEMENTS PREPARED UNDER AUTHORITY OF
TAX ADMINISTRATOR0 NUMBER OF PAYMENT AGREEMENTS RECOMMENDED TO
COUNTY ATTORNEY0 NUMBER OF CASES TURNED OVER TO COUNTY ATTORNEY FOR
COLLECTION (I.D. AND STATUS)0 REQUEST FOR EXECUTION FILES WITH CLERK OF COURTS0 NUMBER OF JUDGMENTS FILED

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
R	01-8929-00-34-2503.0000	16,676.06	2	STONEBRIAR COMMERCIAL FINANCE	SOUTH MILLS	
R	02-8934-01-17-4778.0000	13,580.55	1	LARRY G. LAMB SR	CAMDEN	152 158 US W
R	02-8943-01-17-4388.0000	11,143.88	2	THOMAS REESE	CAMDEN	301 JAPONICA DR
R	01-7979-00-61-7358.0000	9,813.94	2	BERT LLC	SOUTH MILLS	HORSESHOE RD
R	03-8971-00-23-2253.0000	9,306.61	2	ABODE OF CAMDEN, INC.	SHILOH	187 C THOMAS POINT RD
R	02-8944-00-40-4542.0000	8,865.17	1	EDWARD HUNTER	CAMDEN	160 C SAND HILLS RD
R	02-8934-01-18-8072.0000	7,103.79	2	ARNOLD AND THORNLEY, INC.	CAMDEN	146 158 US W
R	02-8934-01-29-4776.5853	6,833.75	1	HASTINGS REVOCABLE TRUST	CAMDEN	110 158 US W
R	02-8935-02-66-7093.0000	6,809.51	2	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R	03-8965-00-62-8349.0000	6,435.34	1	VL DIRECTOR LAND HOLDINGS LLC	SHILOH	466 SANDY HOOK RD
R	01-7999-00-62-3898.0000	5,890.92	2	MICHAEL ASKEW	SOUTH MILLS	257 A OLD SWAMP RD
R	03-8962-00-05-0472.0000	5,801.13	2	FRANK MCMILLIAN HEIRS	SHILOH	172 NECK RD
R	02-8943-01-06-9013.0000	5,760.62	2	JEWEL H. DAVENPORT	CAMDEN	WINDY HEIGHTS DR
R	02-8934-01-29-4617.0000	5,748.12	2	JAMES B. SEYMOUR ETAL	CAMDEN	112 158 US W
R	01-7989-00-43-1290.0000	5,746.20	1	KIRK-OLD SOUTH MILLS	SOUTH MILLS	MCBRIDE ST
R	02-8934-01-18-6001.0000	5,740.92	1	LINDA SUE LAMB HINTON	CAMDEN	150 158 US W
R	03-8943-02-75-4196.0000	5,728.00	2	SHERRILL M PRICE JR	SHILOH	115 COOKS LANDING RD
R	01-7989-00-01-1714.0000	5,589.67	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	02-8945-00-41-2060.0000	5,397.77	2	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	168 BUSHELL RD
R	03-8953-04-80-5726.0000	5,340.30	1	CHESAPEAKE ASSOCIATES LIMITED	SHILOH	917 343 HWY S
R	02-8916-00-39-5170.0000	5,319.70	2	DONALD RAY JONES	CAMDEN	670 343 HWY N
R	03-9809-00-24-8236.0000	5,213.35	2	GENE W IRBY	SHILOH	503 SAILBOAT RD
R	01-7081-00-20-8262.0000	5,122.94	1	GEORGE TAYLOR AND ANNIE TAYLOR	SOUTH MILLS	178 CULPEPPER RD
R	03-9809-00-23-4988.0000	5,097.20	2	WANDA H WELLS	SHILOH	104 HIGH RD
R	03-8973-00-53-0748.0000	5,096.48	2	MORRIS L. KIGHT III	SHILOH	142 STANLEY LN
R	03-8953-00-44-8561.0000	5,019.69	1	ANTHONY TWIFORD	SHILOH	145 BEECH RIDGE RD
R	02-8954-00-43-8538.0000	4,941.32	2	BILLY ROSS FEREBEE	CAMDEN	237 PALMER RD
R	03-8973-00-30-0618.0000	4,673.45	1	SHEILA RIGGS EDWARDS	SHILOH	937 SANDY HOOK RD
R	02-8924-00-51-8144.0000	4,503.45	1	ALBEMARLE AUDIOLOGY PLLC	CAMDEN	330 158 US W
R	03-8961-00-68-3593.0000	4,381.87	2	EDWARD LANE MOORE	SHILOH	169 RAYMONS CREEK RD

Attachment: January20230228085418790 (Tax Report)

02/28/23 08:25:26

Delinquencies Top-30 Unpaid

1

Read

Roll	Parcel Number	YrsDltg	Unpaid Amount	Taxpayer Name	City	Property Address
R	02-8935-02-66-7093.0000	10	6,809.51	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R	01-7989-00-01-1714.0000	10	5,589.67	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8965-00-37-4242.0000	10	3,077.96	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	03-8962-00-04-9097.0000	10	2,988.80	CECIL BARNARD HEIRS	SHILOH	NECK RD
R	01-7999-00-95-3587.0000	10	2,613.78	WALTER TURNER HEIRS	SOUTH MILLS	CAROLINA RD
R	03-8899-00-45-2682.0000	10	2,245.98	SEAMARK INC.	SHILOH	HOLLY RD
R	03-8952-00-95-8737.0000	10	2,233.18	AUDREY TILLET	SHILOH	171 NECK RD
R	01-7999-00-32-3510.0000	10	2,022.09	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
R	01-7988-00-91-0179.0001	10	2,014.88	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	
R	01-7999-00-12-8596.0000	10	1,943.65	MOSES MITCHELL HEIRS	SOUTH MILLS	165 BUNKER HILL RD
R	03-8943-04-93-8214.0000	10	1,862.04	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7091-00-64-6569.0000	10	1,814.42	CLARENCE D. TURNER JR.	SOUTH MILLS	STINGY LN
R	02-8926-00-13-6839.0000	10	1,407.85	NORTHEASTERN COMMUNITY	CAMDEN	123 TRAFTON RD
R	02-8935-01-07-0916.0000	10	1,202.28	ROSETTA MERCER INGRAM	CAMDEN	227 SLEEPY HOLLOW RD
R	02-8936-00-24-7426.0000	10	948.81	BERNICE PUGH	CAMDEN	113 BOURBON ST
R	01-7090-00-60-5052.0000	10	840.78	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
R	01-7989-04-60-1568.0000	10	806.07	EMMA BRITE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	01-7989-04-90-0938.0000	10	791.77	DORIS EASON	SOUTH MILLS	1352 343 HWY N
R	01-7989-04-60-1954.0000	10	786.75	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
R	01-7080-00-62-1977.0000	10	719.09	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	03-9809-00-24-6322.0000	10	689.93	DAVID B. KIRBY	SHILOH	499 SAILBOAT RD
R	02-8955-00-13-7846.0000	10	592.37	MARIE MERCER	CAMDEN	IVY NECK RD
R	03-9809-00-33-4725.0000	10	441.32	DENNIS CREASY	SHILOH	SAILBOAT RD
R	03-8980-00-61-1968.0000	10	417.12	WILLIAMSBURG VACATION	SHILOH	CAMDEN POINT RD
R	03-9809-00-53-4358.0000	10	406.96	WILLIAM G. YATES	SHILOH	SAILBOAT RD
R	03-8899-00-36-1568.0000	10	367.55	PETER BUTSAVAGE	SHILOH	HIBISCUS RD
R	03-8962-00-55-5300.0000	10	310.71	OCTAVIA COPELAND HEIRS	SHILOH	457 NECK RD
R	01-7090-00-95-5262.0000	10	307.16	JOHN F. SAWYER HEIRS	SOUTH MILLS	OLD SWAMP RD
R	03-9809-00-54-8280.0000	10	306.72	RODNEY STEVEN SPIVEY &	SHILOH	SAILBOAT RD
R	03-8980-00-84-0931.0000	10	293.76	CARL TEUSCHER	SHILOH	218 BROAD CREEK RD

Attachment: January20230228085418790 (Tax Report)

02/28/23 08:25:29

1

Delinquencies Top-30 Oldest

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	0001089	33,009.80	1	EASTERN CAROLINA CONST, INC.	CAMDEN	150 A 158 HWY E
P	0002941	2,059.39	2	BARKER'S TRUCKING, INC	SHILOH	108 SASSAFRAS LN
P	0000295	1,400.05	4	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0001709	947.26	6	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0000659	917.61	1	RICKY'S WELDING, INC.	SHILOH	864 SANDY HOOK RD
P	0002808	901.47	1	NORTH POINTE HAULING INC	SOUTH MILLS	103 NORTH POINTE RD
P	0002480	801.39	1	FSC II, LLC	SHAWBORO	380 SANDY HOOK RD
P	0003721	792.00	2	JIMMY'S TRUCKING & HAULING LLC	CAMDEN	127 TRAFTON RD
P	0002188	772.64	1	TOWNEBANK	CAMDEN	178 US 158 HWY W
P	0001721	693.51	2	CINDY MAYO	SOUTH MILLS	106 BINGHAM RD
P	0000195	632.87	1	BUDDY GREGORY'S BODY SHOP	CAMDEN	330 NORTH 34
P	0003192	583.73	1	ROBERT JESSE-ALDERMAN HUDGINS	CAMDEN	409 343 HWY N
P	0001046	543.81	1	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001072	520.66	10	PAM BUNDY	SHILOH	105 AARON DR
P	0003537	469.87	1	NATHAN MARC SEBURA	CAMDEN	343 HWY N
P	0003513	449.27	1	JULIE PORTER	CAMDEN	431 158 US W
P	0003512	397.83	1	WILLIAM ANTHONY POPE JR	CAMDEN	214 SMITH DR
P	0003907	386.53	2	PAUL DAVID RUSSELL	SOUTH MILLS	114 OTTERS PL
P	0002442	384.17	6	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WAY
P	0000297	368.21	1	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0003017	337.95	1	MARK STANLEY MICHALSKI	SOUTH MILLS	138 CAROLINA RD
P	0003773	337.89	2	SEVAN NERO BARTLETT	CAMDEN	197 HERMAN ARNOLD RD
P	0003715	314.76	1	CHARLES CHANNING ROTEN	SOUTH MILLS	302 34 HWY N
P	0003415	302.75	2	IVY MIRANDA BOGUES	CAMDEN	224 NORTH RIVER RD
P	0000945	294.86	2	RAMONA F. TAZEWEEL	CAMDEN	239 SLEEPY HOLLOW RD
P	0003547	292.19	2	NICHOLAS W. STOTTS	CAMDEN	431 158 US W
P	0002902	281.09	2	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0003208	271.52	2	RICKY W JOHNSON	CAMDEN	113 PALMER RD
P	0001545	270.35	2	LOUIS RUGGERI	CAMDEN	390 CAMDEN CSWY
P	0003075	262.38	2	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD

Attachment: January20230228085418790 (Tax Report)

02/28/23 08:25:53

Delinquencies Top-30 Unpaid

1

Personal

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
P	0001072	10	520.66	PAM BUNDY	SHILOH	105 AARON DR
P	0001709	8	947.26	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001046	8	543.81	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0000738	8	226.96	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001538	8	216.33	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0001106	8	200.27	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0001694	8	128.34	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0000295	7	1,400.05	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0000770	7	134.40	MARSHA GAIL BOGUES	CAMDEN	276 BELCROSS RD
P	0002921	7	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	122 DOCK LANDING LOOP
P	0002442	6	384.17	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WAY
P	0000945	6	294.86	RAMONA F. TAZEWEILL	CAMDEN	239 SLEEPY HOLLOW RD
P	0002468	6	221.37	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0002968	6	202.44	MICHAEL WILLIAM MAINELLO	SOUTH MILLS	237 KEETER BARN RD
P	0001150	6	136.45	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0001689	6	125.28	MICHAEL WAYNE MYERS	SOUTH MILLS	107 ROBIN DR
P	0002902	5	281.09	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0001512	5	213.49	JOHN WESLEY BURGESS, JR.	CAMDEN	431 158 USY W
P	0002942	5	100.25	JAMES P. VASILOPOULOS	CAMDEN	346 343 HWY S
P	0003513	4	449.27	JULIE PORTER	CAMDEN	431 158 US W
P	0003415	4	302.75	IVY MIRANDA BOGUES	CAMDEN	224 NORTH RIVER RD
P	0003075	4	262.38	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD
P	0003414	4	199.71	EDWARD A. BILL	CAMDEN	152 158 US W
P	0003096	4	191.26	DANIEL ELWOOD BRIGHT	CAMDEN	109 JUNIPER DR
P	0002978	4	177.22	JONATHAN LEWIS PUGH	SOUTH MILLS	206 MAIN ST
P	0003035	4	173.24	ROBERT HENRY LEE	SHILOH	121 BEECH TREE DR
P	0003487	4	171.51	MICHAEL RONALD MAYO II	CAMDEN	146 BELCROSS RD
P	0003495	4	147.34	ALY MOHAMAD	SHILOH	100 BROAD CREEK RD
P	0002056	4	114.25	MICHAEL T. COPELAND	CAMDEN	106 DOGWOOD DR
P	0003378	4	108.36	JAMES KELLEY WIGFIELD	CAMDEN	441 158 US E

Attachment: January20230228085418790 (Tax Report)

02/28/23 08:25:56

Delinquencies Top-30 Oldest

1

Person



Board of Commissioners AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 5.B
Meeting Date: March 06, 2023
Submitted By: Austin Brown,
 NC Cooperative Extension
 Prepared by: Karen Davis

Item Title **Treasure Point Rural Education Center**

Attachments: Camden County Treasure Point Proposal (PDF)
 Draft Agreement Cahool and Kasten Architects -
 Treasure Point (PDF)

Summary:

The contract is for design and construction management services with Cahoon & Kasten Architects, of Nags Head, NC for the design and construction of the Treasure Point Park Rural Education Center. The contract is a design build contract and will include the fees outlined for work with Cahoon & Kasten, as well as engineering services with Timmons Group, of Elizabeth City, NC and geotechnical work by Terracon of Elizabeth City, NC.

Recommendation:

Approval.

February 14, 2023

Austin Brown
County Extension Director & Agriculture Agent
NC Cooperative Extension
Camden County Center

Re: Camden County Treasure Point Education Center

Dear Austin:

Thanks for giving Cahoon+Kasten the opportunity to provide a fee proposal for your project.

What follows is a summary of the project, scope of work, and fee proposal for your review and approval.

Summary

Cahoon+Kasten will provide design, construction documents, and construction services as required for the design and construction of the Camden County Treasure Point Education Center. The building will be closely based on the Cahoon+Kasten schematic design from December of 2019 which is attached to this proposal.

Scope of Services The following is an outline of the proposed scope of services. Full services are detailed in the attached AIA B101 which will serve as the Owner/Architect Agreement.

1. **Design Development** – will be based on the Schematic Design and services will include the following:
 - a. Further develop the Schematic Design for Owner approval considering constructability, materials, and structure.
 - b. Coordination with the civil, plumbing, mechanical, and electrical engineers.
 - c. Provide a preliminary construction cost estimate.
2. **Construction Documents** – The construction drawings will include the following:
 - a. Architectural design construction drawings and details.
 - b. Plumbing, mechanical, and electrical construction drawings and details.
 - c. Coordination inclusion of site construction drawings provide by the Civil Engineer.
 - d. Production of a construction manual including project specifications and construction contract requirements,
 - e. Revise preliminary construction cost estimate.
3. **Bidding** – Bidding services will include the following:
 - a. Provide bidding services including publicly requesting bids through advertising, conduct pre-bid meeting, receiving bids, and publicly opening received bids.
 - b. Evaluation bids and recommending owner action.
4. **Construction Administration** – If required or requested. Construction Administration services will include the following:
 - a. Facilitate the execution of the construction contract
 - b. Conduction pre-construction Meeting.
 - c. Review pay requests and recommend owner action.
 - d. Monitor construction progress.
 - e. Review submittal materials.
 - f. Prepare final punch list.

Fee

Our fee for the project as summarized and Scope of Service outlined above will be as follows:

Architectural			
Design Development Phase	lump	\$	20,800.00
Construction Documents Phase	lump	\$	45,600.00
Bidding Phase	lump	\$	7,400.00
Construction Administration	lump	\$	26,000.00
Total Architectural Fees			\$ 98,800.00

The following consultant costs are not part of Cahoon+Kasten's Scope of Services and will be billed as reimbursables (consultant fee proposals are attached):

Civil Engineering			
Timmons Group	lump	\$	37,400.00
Permits	estimated	\$	5,100.00
Geotechnical			
Terracon	lump	\$	4,780.00

Compensation shall be paid monthly based on percentage of work completed.

Additional Services will be paid at \$200.00 per hour for architectural and \$125 per hour for drafting

Reimbursable Expenses to be paid to the Architect include but are not limited to large format printing, permitting fees, postage, mileage, bidding advertising, etc.

Fees not paid within 30 days of receipt will be subject to 18% annual interest rate (1.5% monthly).

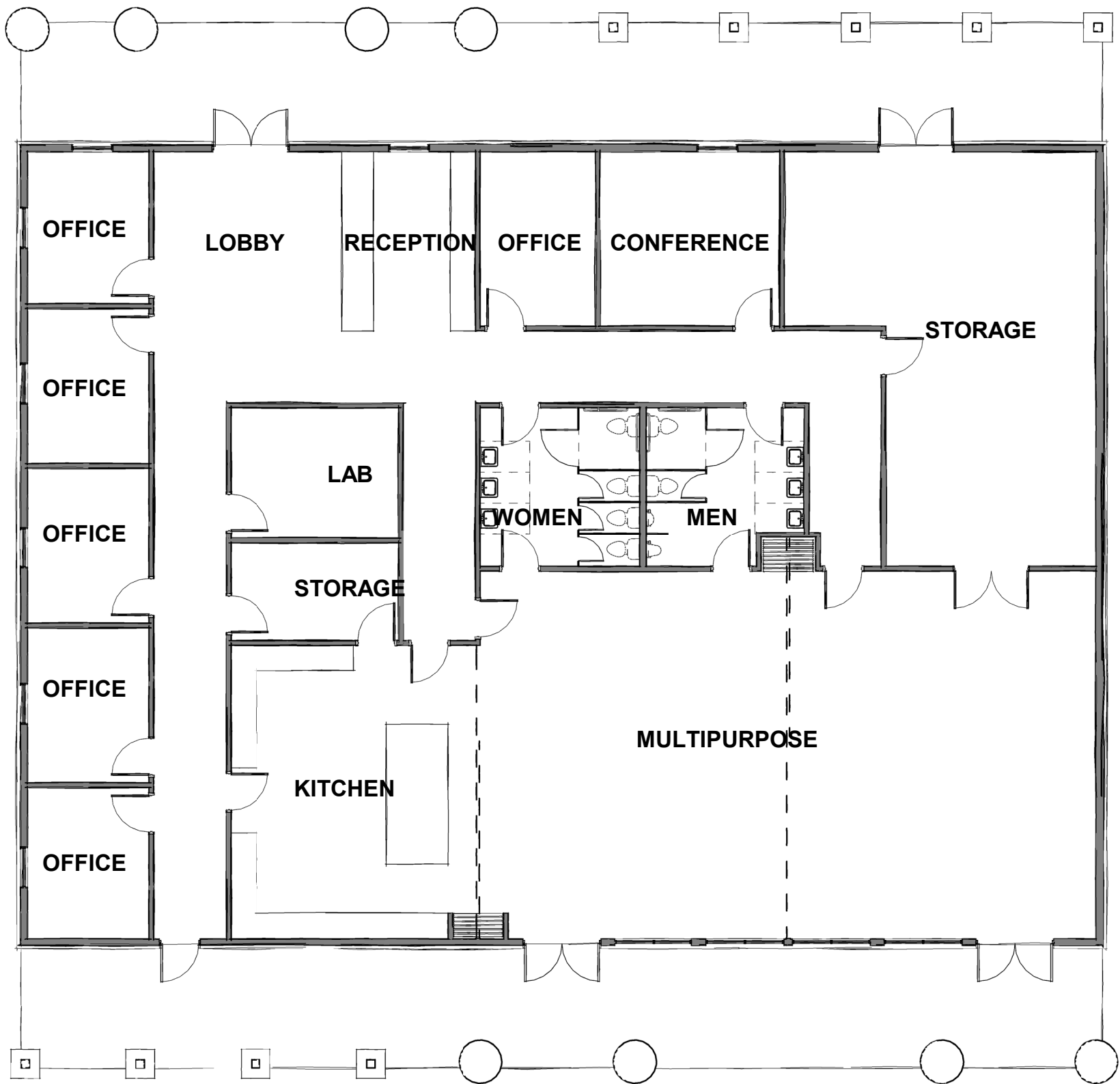
I hope this will be in line with your expectations. If so please sign and return the agreement letter.

Please let me know if you have any questions or comments.

Regards,

Mark Kasten, AIA, LEED AP

Accepted: _____ Date: _____



Attachment: Camden County Treasure Point Proposal (Treasure Point Rural Education Center)

cahoon+kasten
ARCHITECTS

118 West Woodhill Drive
Nags Head, North Carolina 27959
P.252.441.0271 F.252.441.8724
E.office@obxarchitects.com



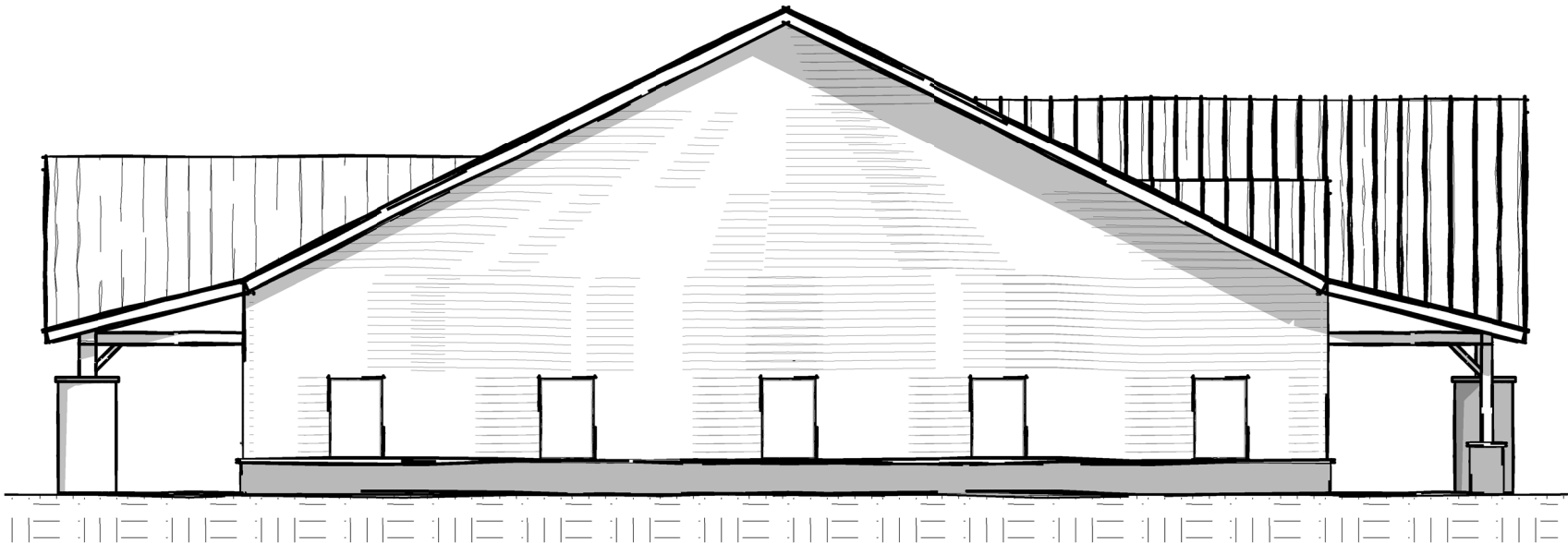
North Elevation



East Elevation



South Elevation

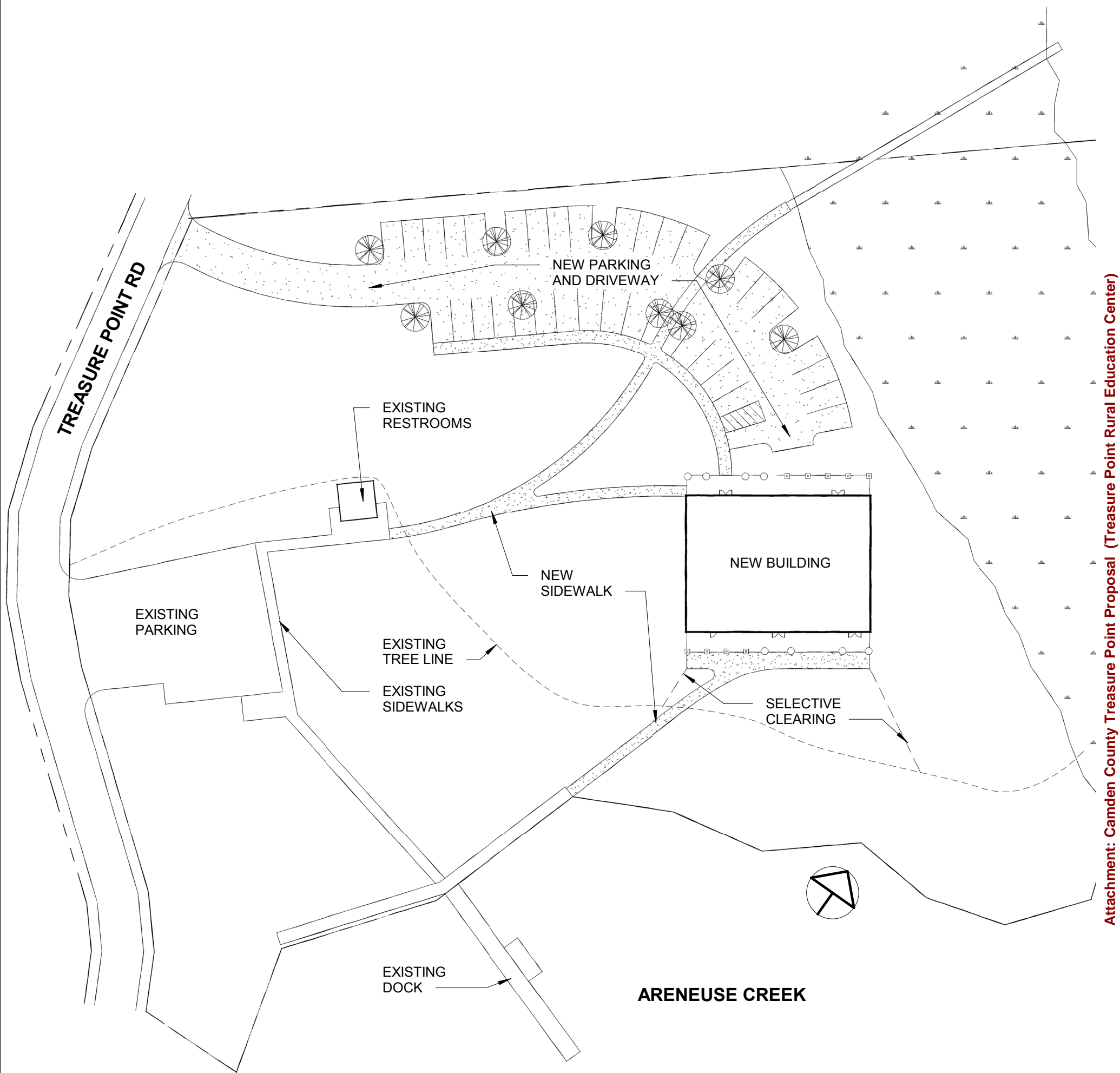


West Elevation

Attachment: Camden County Treasure Point Proposal (Treasure Point Rural Education Center)

cahoon+kasten
A R C H I T E C T S

118 West Woodhill Drive
Nags Head, North Carolina 27959
P.252.441.0271 F.252.441.8724
E.office@obxarchitects.com



Attachment: Camden County Treasure Point Proposal (Treasure Point Rural Education Center)

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LETTER OF AGREEMENT

Client:	Cahoon + Kasten Architects	Date:	February 6, 2023
Contact:	Mark Kasten, AIA	Principal:	Kim Hamby
Phone No.:	252.441.0271	Project Manager:	Kim Hamby
Email:	mark@obxarchitects.com	Project Name:	Treasure Point 4-H

Dear Mr. Kasten:

Timmons Group is pleased to offer this proposal to provide site design for construction of a new building on the site located on Treasure Point Road in Camden, NC. We look forward to working with you to facilitate the construction of this project.

Thank you for allowing Timmons Group to provide professional services on this project. We will provide the requested services, complying with established standards, while being mindful of costs to the Client (the "Client") named above according to the terms and conditions of this Letter of Agreement (the "Agreement"). Prior to submittal to a public agency, all documents will be sent to the Client, if requested, to ensure a complete understanding by all parties.

We will proceed upon receipt of this signed Agreement. Please note that fees quoted are valid for sixty (60) days from the date first written above.

SCOPE AND SCHEDULE OF SERVICES:

Timmons Group will provide the services as detailed on the Scope of Services attached as Exhibit A (the "Scope of Services").

We will provide services in a timely and efficient manner and will keep you informed of the job status and any necessary changes. Any changes required to the Scope of Services must be approved in writing before such changes take effect. As of the date first written above, any changes in the Scope of Services caused by governing codes or Client revisions may require a schedule and/or fee change.

PAYMENT SCHEDULE: Client agrees to pay Timmons Group for its Services as selected and set forth below:

☒ FIXED FEE

Fees for this Agreement will be billed on a monthly basis as a fixed fee per the Scope of Services in Exhibit A.

☐ TIME AND MATERIALS

Fees for this Agreement will be billed on a time and materials basis based upon actual services provided during the prior calendar month and at the rates specified in the attached rate schedule.

Unless otherwise provided under the terms of this Agreement, all payments are due upon receipt. Interest shall accrue at the rate of twelve percent (12%) per annum on all unpaid invoices older than thirty (30) days. We reserve the right to stop work on any Client account that becomes sixty (60) days past due and to notify local officials that professional seals should be removed from plans associated with the Client.



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LETTER OF AGREEMENT

EXHIBITS: The following Exhibits are attached hereto and expressly made part of this Agreement.

☒ EXHIBIT A SCOPE OF SERVICES

☒ EXHIBIT B TERMS AND CONDITIONS

This Agreement shall be controlled by the provisions listed above and the Terms and Conditions in the attached Exhibit B. If there is any conflict between the provisions of this Letter of Agreement and the Terms and Conditions, the Terms and Conditions shall control.

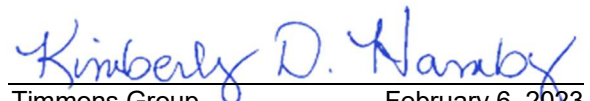
☐ EXHIBIT C REIMBURSEMENT SCHEDULE

In addition to the Total Fee for the services provided under the Scope of Services above and any General Reimbursements needed, the items and materials listed on the Project Reimbursement Schedule attached as Exhibit C will be invoiced on a monthly basis as applicable. An additional 15% is added to these charges.

REIMBURSEMENTS:

Any services and costs such as submittal fees, printing, courier, mileage and outside consultants not listed in the Scope of Services ("General Reimbursements") will be invoiced separately in addition to the professional services provided under this Agreement. Reimbursements may include a reasonable handling charge of up to 15% of cost. The Scope of Services may specify an additional Project Reimbursement Schedule to be attached as Exhibit C if applicable.

We will proceed upon receipt of this signed agreement. Should you have any questions, you can reach me directly at 252.621.5029 or via email at kim.hamby@timmons.com.


Timmons Group February 6, 2023

ACKNOWLEDGED AND ACCEPTED:

On behalf of the Client, this Agreement, including Exhibit A [Scope of Services] and Exhibit B [Terms and Conditions], is accepted and agreed to as of the date written below.

By: _____

Name: _____

Title: _____

Date: _____

Address: _____



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EXHIBIT A

SCOPE OF SERVICES

Under this Agreement, Timmons Group will provide professional services relative to the project located at Parcels 028943014737240000 in Camden, NC.

Scope of Work

Task S01: Topographic Survey\$3,500
Timmons Group will perform a topographic survey of the +/- 3.8-acre site and the adjacent sites, roadway and drainage system to prepare an existing conditions map for site plan use. We will locate sufficient boundary information to tie the topo to the recorded plat. Above ground utility features will be located to approximate underground utility locations. Survey will be in accordance with NC State Mapping Requirements for topographic surveys.

Task E01: Site Plan Design\$18,000
Timmons Group will prepare a site plan for the new building and related parking to be placed on the site. We will need for you to provide us with the proposed building design as well as any associated ground mounted equipment such as HVAC units. As the new building addition will add more than 20% of the existing building square footage on the site, this addition will require that the existing site be brought up to the standards specified by the latest version of Camden County's Unified Development Ordinance. This normally requires improvements such as stormwater runoff controls, additional landscaping, construction of sidewalk along all road frontages and showing screening for any refuse containers.

This proposal assumes that no water utility design requiring a main extension will be required. The water service to the building will be shown based on plumbing design for the building.

Based on information provided, the highest usage for the septic system should be approximately 500 gpd and should not require an engineered design. The base price includes showing a septic system on the design plans based on an evaluation by Albemarle Regional Health Services.

Landscaping design will be limited to necessary design to meet the County's requirements for buffer yard and shading of vehicular surfaces. No annual plantings or irrigation design is included.

Grading and drainage design will be performed in conjunction with the site plan design. As this site development will require disturbance of one acre of land and will be adding impervious area to an existing site, Sediment and Erosion Control and Stormwater permitting through NCDEQ will be required. In addition to meeting the requirements of NCDEQ, we will have to meet the requirements of the Camden County Stormwater Drainage Design Manual. As the site will contain less than 24% coverage, the stormwater permit will be a low-density permit and no stormwater treatment devices will be required. Because the site is less than 4 acres and located at a direct outlet to the Pasquotank River, we assume that we will be able to utilize the Modified Rational method for sizing stormwater storage. If the County determines that an off-site drainage analysis is going to be required, additional fees will be negotiated. Completed design and supporting data will be submitted for review and approval by NCDEQ and Camden County.



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EXHIBIT A

SCOPE OF SERVICES

For all required permits, we will provide the appropriate applications and coordinate with you to obtain the required signatures and fees from the Owner/Developer.

We will submit the completed site plan to Camden County for a pre-submittal meeting with staff and the Planning Board meeting. Upon completion of the review, we will make any necessary modifications and resubmit to the planning department for approval of the site plan.

Technical specifications will be provided in MasterSpec 2004 format.

It is assumed that the project will adhere to CAMA setbacks from the shoreline, if CAMA permitting becomes required, an additional fee will be negotiated.

Task E02: Constructions Administration\$6,500

Timmons Group will perform the following work related to and during construction:

- Bidding assistance
- Timmons Group will provide representation at on-site meetings, review submittals and RFI's, and review pay applications. This proposal assumes that no more than six (6) site visits will be required during construction.

Because of the site's shoreline and wetlands, a 404-wetland delineation will be required. Below are scopes of work associated with the wetland delineation. Task W03 below may not be required. We will determine the need prior to performing the task.

ENVIRONMENTAL SERVICES

Assumptions:

- The scope of work does not include the any North Carolina Division of Coastal Management (DCM) Coastal Area Management Act (CAMA), Clean Water Act Section 404/401, or protected species permitting.
- The scope of work does not include the preparation of any State Environmental Policy Act (SEPA) or National Environmental Policy Act (NEPA) documents.
- The Delineation and Protected Species Review tasks will be released simultaneously, allowing for a joint site inspection. If released separately, additional fees may be required for subsequent site visits.

Task W01 Wetland/Stream Delineation.....\$3,800

Timmons Group will review existing, readily obtainable environmental information on the site such as USGS mapping, aerial photography, NWI mapping and soil survey information. A delineation of the subject property will be performed in accordance with the 1987 U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and appropriate Regional Supplement. A stream determination will be conducted using the North Carolina Department of Environmental Quality (NCDEQ) Stream Identification methodology, version 4.11. The flagged wetland limits will be GPS located for mapping purposes (Note that GPS location is for confirmation and planning purposes and is not a substitute for traditional field survey, and in the event wetlands and streams may be impacted by the project jurisdictional features should be located by traditional survey means). A preliminary delineation map showing the approximate



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EXHIBIT A

SCOPE OF SERVICES

size, shape and location of wetlands and/or waters of the U.S. present on the subject property will then be prepared.

Task W02 Wetland/Stream Confirmation.....\$3,800**

Timmons Group will facilitate the confirmation of wetland and stream locations through feature flagging and submittal of a Jurisdictional Determination (JD) package to the USACE. This package will consist of a narrative, delineation map, wetland delineation field data sheets, and stream data forms. Timmons will also provide similar materials to the DCM to request a site visit. Timmons will conduct a joint site visit** with the USACE and DCM to review the site conditions, flagged wetland and CAMA Area of Environmental Concern (AEC) limits, and confirm findings. A Preliminary Jurisdictional Determination (PJD) concurrence letter or an informal concurrence for the wetland delineation will be obtained from the USACE and an email concurrence for the AEC boundaries will be obtained from the DCM. The NC Division of Water Resources (DWR) will be copied on all USACE correspondence and offered the opportunity to attend the USACE and DCM site visit.

***Should the agencies not be able to meet jointly the additional site visit will be billed Time & Materials with prior approval from the client.*

Task W03: Protected Species Review & Consultation.....\$1,800

Although Section 404/401 permitting is not anticipated for the project, potential impacts to federally protected species should be evaluated to determine Endangered Species Act (ESA) Section 10 incidental take and Bald and Golden Eagle Protection Act (BGEPA) permitting requirements. Timmons Group will conduct a Threatened and Endangered Species Review and Bald Eagle Nest Survey for the project area. Prior to the site inspection, Timmons will conduct a NC Natural Heritage Program (NCNHP) and US Fish and Wildlife Service (USFWS) IPAC database search for the project area. During the site inspection, Timmons will review existing habitat conditions on-site as they relate to protected species with the potential to occur in the area. In addition, Timmons will survey for bald eagle nests following the NCDOT Guidelines to Assess Potential Project Impacts to the Bald Eagle and Survey Protocols. Following the site inspection, Timmons will perform consultation with the USFWS to verify potential impacts to protected species. Recommendations for mitigating any potential species that may affect the project will be provided following consultation. This task does not include species surveys.

ESTIMATED FEES

The following is a list of the expected permit fees for the project. This list is not comprehensive, but our best estimate for your use in project planning. We will coordinate with you to obtain the fee checks for the permit submittals.

Payable to	For	Amount
Camden County	Major Site Plan Review Fee	\$ 200.00
Camden County	Stormwater Review Fee	\$3,700.00*
NCDEQ	Stormwater Management Permit	\$ 505.00
NCDEQ	Erosion Control Fee (based on \$100/acre at 3 acres of disturbance)	\$ 300.00
ARHS	Health Department Evaluation	\$ 225.00
ARHS	Septic Permit	\$ 225.00



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EXHIBIT A

SCOPE OF SERVICES

* Stormwater review fees will be held in an escrow account and will pay for the review costs of the County's engineering consultant. If the escrow drops below \$1,000, the applicant shall replenish the account to the original fee amount. Remaining balances will be refunded upon final site plan approval or if the applicant chooses to withdraw the plan from consideration.

Items not included in the Scope of Services of this Agreement:

Timmons Group will not perform the following services under this Agreement. At the request of the Client, these services can be added for an additional fee, but are not included in this Agreement.

<ul style="list-style-type: none"> • Construction Stakeout • Foundation Surveys • Phase I or II Environmental Site Assessment • Geotechnical Investigations • Rezoning Services • Variance Request Services • Supplementary, Conditional, Special Use Permits • Permit Fees • Electrical Drawings, Photometrics, Light Pole Foundations • Pump design 	<ul style="list-style-type: none"> • Subsurface Utility Location • Technical Specifications other than those provided on the Construction Plans and Required for Plan Approval by the Municipality • Graphics for presentation such as plan renderings, elevations, etc. • Signage and Entry Feature Design • Post-approval changes to plans • Structural Site Elements (retaining walls, boardwalks, etc.) • Off-site Drainage Design • Stormwater Analysis
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EXHIBIT B

TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in Exhibit A of the Letter of Agreement. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the "Project" or "Projects."
2. **STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, "legal requirements"). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
3. **INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group's verification shall be at Client's sole risk and without liability or legal exposure to Timmons Group or Timmons Group's employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.
4. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the place of the Project, without regard to its conflicts of laws provisions.
5. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
6. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group, such consent not to be unreasonably withheld.
7. **PROJECT SITE SAFETY:** Timmons Group's Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group's employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of



1805 West City Drive
Unit E
Elizabeth City, NC 27909

P 252.621.5030
F 252.562.6974
www.timmons.com

EXHIBIT B

TERMS AND CONDITIONS

operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.

8. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or \$50,000, whichever is less.
9. **DISPUTE RESOLUTION:** In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. If Timmons Group initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees and other expenses related to the proceedings. Such expense shall include the cost, at the Timmons Group normal hourly billing rates, of the time devoted to such proceedings by its employees. The parties agree to litigation in a court of competent jurisdiction or in the jurisdiction where the Project is located.
10. **INDEMNIFICATION:** Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
11. **MISCELLANEOUS:** This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.



1805 West City Drive
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Elizabeth City, NC 27909

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EXHIBIT C

PROJECT REIMBURSEMENT SCHEDULE

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Attachment: Camden County Treasure Point Proposal (Treasure Point Rural Education Center)



3221 Blue Ridge Road, Suite 113
 Raleigh, NC 27612
 Phone: (919) 571-1111
 Fax: (919) 571-1114

1505 St. James Place
 Kinston, NC 28504
 Phone: (252) 527-3336
 Fax: (252) 527-3336

January 26, 2023

Mr. Mark Kasten
 Cahoon and Kasten Architects

Re: Camden County Extension Office
 Treasure Point, NC

Scope:

- Plumbing, Mechanical, and Electrical design.
- Fire sprinkler design is not included.
- Fire Alarm design as required by code is included. Final preparation of shop drawings will be the responsibility of the fire alarm contractor.
- All waste and water services will be stubbed to 5' outside the building. Site design is not included.
- Site lighting design is not included.
- Empty conduits and boxes will be detailed as directed by the owner for voice, data, TV, security, and AV systems. Design for these systems is not included.
- This is not a LEED or similar project.
- This will be a new stand-alone office building, 5,720 sq. ft. The layout will be similar to the pdf document included with your RFP. There will be a residential type kitchen in the space. Design for a grease trap or a type 1 commercial hood is not included.
- Construction administration services will be limited to submittal review and RFI response. We will provide a per trip charge for site observation. We would recommend the following trips:
 - Underslab rough-in 1 person.
 - Wall rough-in 1 person.
 - Above ceiling 2 people.
 - Final walk through 2 people.
 - Total trips 6

Fees:

- | | |
|---|--------------|
| • P, M, E design: | \$12,000.00. |
| • Construction Administration: | \$2,500.00 |
| • Per trip charge for site observation: | \$1,300.00 |

Sincerely,

David J. Whitney
 David J. Whitney, P.E.



106 Capital Trace, Unit E
Elizabeth City, North Carolina 27909
P (252) 335-9765
Terracon.com

February 8, 2023

Cahoon + Kasten Architects
118 West Woodhill Drive
Nags Head, North Carolina 27959

Attn: Mark Kasten
P: 252.441.0271
E: mark@obxarchitects.com

RE: Proposal for Geotechnical Engineering Services
Treasure Point
123 Treasure Point Road
Camden County, North Carolina
Terracon Proposal No. PK5235011

Dear Mr. Kasten:

We appreciate the opportunity to submit this proposal to Cahoon + Kasten Architects (Cahoon and Kasten) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$7,480.00 (excluding unanticipated and/or contingency fees) with an anticipated delivery date of # weeks after signed authorization. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services

Sincerely,
[Terracon](http://Terracon.com)

Gerald W. Stalls, Jr., P.E.
Office Manager / Senior Geotechnical Engineer

Attachment: Camden County Treasure Point Proposal (Treasure Point Rural Education Center)

AGREEMENT FOR SERVICES

This AGREEMENT is between Cahoon + Kasten Architects ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the project ("Project"), as described in Consultant's Proposal dated February 8, 2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv)

professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither create nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.
 By: _____ Date: 02-08-2023
 Name/Title: Gerald W. Stalls, Jr., P.E.
 Address: 106 Capital Trace, Unit E
Elizabeth City, NC 27909
 Phone: 252-335-9765 Fax: 252-335-9766
 Email: gstalls@getsolutionsinc.com

Client: Cahoon + Kasten Architects
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

Reference Number: PK523501

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Cahoon and Kasten and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Cahoon and Kasten and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Mr. Kasten on the date of February 8, 2023. The request included a Google Earth image of the site, and conceptual plan drawings of the layout of the planned development
Project Description	The project includes a single-story building. Although not included in our scope of services, the project will also include a new entrance roadway, parking lot, and sidewalks.
Proposed Structure	Structures associated with the project include an approximate 3,500 to 4,500 square foot building mostly used for office space.
Building Construction	Not provided; we anticipate that building will be constructed using wood or metal stud framing supported by shallow foundations and slab-on-grade construction techniques
Finished Floor Elevation	Not provided; boring depths have assumed that finished floor is not more than 3 feet below existing grade
Maximum Loads	Anticipated structural loads were not provided. In the absence of information provided by the design team, we will use the following loads in estimating settlement based on our experience with similar projects. <ul style="list-style-type: none"> Walls: 3 kips per linear foot (klf) Slabs: 100 pounds per square foot (psf)
Grading/Slopes	Not provided; Proposed finished grade elevation for the building pad is expected to be no more than 2.5 feet above existing grades. Approximately 2.5 feet of fill will be required to develop final grade, excluding remedial grading requirements. Final slopes are planned with a maximum height of 2 feet and an inclination of 2H:1V (Horizontal: Vertical) or flatter.



Item	Description
Below-Grade Structures	Below grade structures are not proposed
Free-Standing Retaining Walls	Free-Standing walls are not proposed
Pavements	Not included in the requested scope of services
Building Code	2018 IBC

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 123 Treasure Point Road in Camden County, North Carolina. (See Exhibit D)
Existing Improvements	Not applicable: Virgin Area
Current Ground Cover	Heavily Wooded
Existing Topography	Existing topography is understood to be relatively level with existing elevations on the order of about 5 to 6 feet based on (Google Earth Imagery). Boring depths have been estimated in part with this information and improved topographic information should be provided if available.
Site Access	We expect the site, and all exploration locations, will require heavy equipment clearing for access with our track-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of layered sands and clays overlying the Yorktown Formation at depths in excess of 30 feet below grade

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by Cahoon and Kasten, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program which is anticipated to be completed with 2 days of on-site activities:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
2	20	Building area

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: Prior to drilling, we will subcontract heavy equipment site clearing services in order to provide drill rig access. We will advance borings with a track-mounted drill rig using rotary wash boring techniques. Six samples will be obtained in the upper 12 feet of each boring and at intervals of 5 feet thereafter starting at 13 feet. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.



Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings and/or bentonite pellets upon completion. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through NC811. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.



Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification
- Earthwork recommendations including site/subgrade preparation



In addition to an emailed report, your project will also be delivered using our Client Portal. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.



Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.



Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ²
Subsurface Exploration ¹ , Laboratory Testing, Geotechnical Consulting and Reporting	\$5,480
Subcontracted Clearing Contractor	\$2,000
Total	\$7,480.00

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$1,250 would be invoiced. A drill crew standby rate of \$275 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

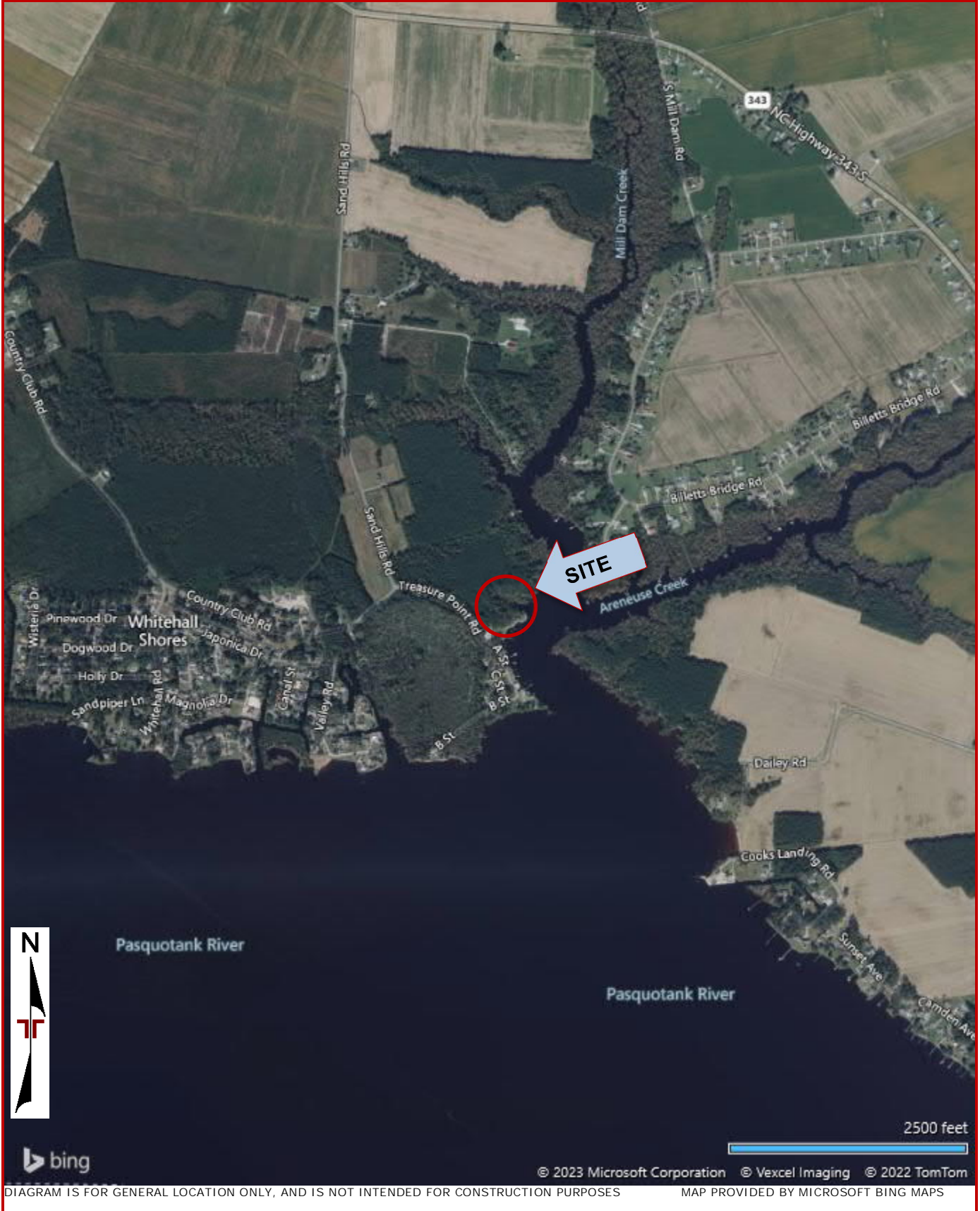
We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.



Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	2 days after notice to proceed
Site Characterization	10 days after completion of field program
Geotechnical Engineering	15 days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on Client Portal with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on Client Portal. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location



Attachment: Camden County Treasure Point Proposal (Treasure Point Rural Education Center)

Exhibit E – Anticipated Exploration Plan



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Austin Brown, Director, NC Cooperative Extension

and the Architect:
(Name, legal status, address and other information)

Mark A. Kasten, Cahoon and Kasten Architects, PC
118 W. Wood Hill Drive
Nags Head, NC 27959
Telephone Number: 252-441-0271
Fax Number: 252-441-8724

for the following Project:
(Name, location and detailed description)

Camden County Treasure Point Environmental Center
Camden, County, NC
Approximate 6,000sf Administration and Educational Environmental Center

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
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- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size, location, dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

- .2 Civil Engineer:

- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mark A. Kasten

Telephone Number: 252-473-7395

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

- .2 Mechanical Engineer:

- .3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than \$ () for each occurrence and \$ () in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than \$ () per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than \$ () each accident, \$ () each employee, and \$ () policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than [] (\$ []) per claim and [] (\$ []) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of

bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The

Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction

means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	

- applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 ☐ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ☐ visits to the site by the Architect during construction
- .3 ☐ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ☐ inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ☐ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any

event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent () %, or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (%)
Design Development Phase		percent (%)

Construction Documents Phase		percent (%)
Procurement Phase		percent (%)
Construction Phase		percent (%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services)

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User Notes:

(3B9ADA35)

identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(Printed name, title, and license number, if required)



Board of Commissioners AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 5.C

Meeting Date: March 06, 2023

Submitted By: Erin Burke,
Administration
Prepared by: Karen Davis

Item Title **South Mills Water Association Letters of Request**

Attachments: CM Memorandum 03-06-23 SWMA Requests
(DOCX)
SMWA Request - South Mills Landing (PDF)
SMWA Request - Wharf's Landing Phase 2 (PDF)
SMWA Request - Emergency Water Supply
Agreement (PDF)
SMWA Request - South Mills Village (PDF)

County Manager memorandum and staff recommendation attached.



MEMORANDUM

To: Chair White & Commissioners

From: Erin Burke, County Manager

Date: March 6, 2023

RE: South Mills Water Association

Request 1: South Mills Landing

In accordance with section 9 of the development agreement signed and recorded February 15, 2021 between Camden County and South Mill Landing, LLC, the County agreed to the sale of water by South Camden Water & Sewer District to South Mills Water Association (SMWA) for resale to South Mills Landing. The agreed-upon allocation is 200 gallons per day (gpd) per dwelling. SMWA is requesting an allocation in the amount of 26,000 gpd for the first phase of development.

Staff has reviewed the request and recommends approval in accordance with the terms outlined in the aforementioned development agreement.

Request 2: Wharf's Landing – Phase II

Wharf's Landing Phase I was recorded with the Register of Deeds on January 30, 2002. Phase I was platted following a rezoning that was part of a larger piece of property which included future phases. However, those phases were not approved as part of a larger master plan with a development agreement. The developer needs to begin the subdivision process for Phase II for there to be an allocation put into reserve for the proposed 150 homes.

Staff has reviewed the request and recommends denial of the request as there is not a development agreement in place, nor an existing platted subdivision.

Request 3: Emergency Water Supply Agreement

The Board of Commissioners met during an Emergency Meeting on February 3, 2023 in accordance with NCGS 143-318.12(b)(3) to provide water to SMWA on an emergency basis due to a power failure at their plant. Camden County is openly committed to ensuring the residents of the County have reliable access to potable water even under emergency circumstances.

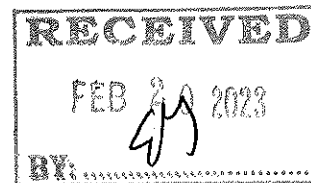
Staff has reviewed this request and recommends the Board continue to use the Emergency Meeting procedures pursuant to NCGS 143-318.12(b)(3) in order to consider emergency water allocations on a case-by-case basis and deny the request to enter into a standing emergency agreement.

Request 4: South Mills Village

Camden County is openly committed to ensuring the residents of the County have reliable access to potable water. The request to permanently provide water to SMWA for service to their entire customer base creates a profit-making enterprise. SMWA pays a nominal bulk water rate to South Camden Water & Sewer District and sells the same water at a considerable profit to their customers.

Staff has reviewed this request and recommends denial, as it is not the intent to support a private entity making a profit on the provision of a public service.

SOUTH MILLS WATER ASSOCIATION, INC.
103 HALSTEAD ST.
PO BOX 279
SOUTH MILLS, NC 27976
PHONE: 252-771-5620
FAX: 252-771-2380



February 14, 2023

Mrs. Erin Burke
 County Manager
 Camden County
 PO BOX 190
 Camden, NC 27921

RE: South Mills Landing Development Water REVISED REQUEST

Dear Mrs. Burke:

On February 10, 2023, via letter to you the Association requested an allocation of 113,400 GPD for South Mills Landing, LLC (Developer). We relied on information provided by the Developer in making that request. We have now learned from the Developer that it is willing to request a lower amount. Therefore, this letter replaces and amends our February 10 request.

Now, the Developer has requested that the Association provide water only to Phase 1 of the development, which is 130 taps (to include residential lots and a clubhouse) at 200 GPD, for a total of 26,000 GPD.

As you know, the Association's capacity from its wells cannot meet the Developer's need for 26,000 GPD. However, the Association can provide the water if the District supplies the water to the Association under our existing Agreement for Lease, Operating and Maintenance of Water Line and Wholesale Water Purchase Agreement dated May 12, 2011 (Water Purchase Agreement).


Therefore, the Association requests written confirmation from you (or other authorized person) that the District, with the County's approval, will provide the 26,000 GPD required by the Developer for its South Mills Landing development. This request is being made in accordance with the Water Purchase Agreement. This request is also made in light of the County's Development Agreement with the Developer (Ordinance No. 2020-09-01). Specifically, this is a request for water as called for in Sections 7.4 and 9.3 of the Development Agreement.

Attachment: SMWA Request - South Mills Landing (South Mills Water Association Letters of Request)

Once we receive your confirmation, the Association will be able to proceed with accepting tap fees from the Developer to reserve the needed capacity.

Thank you for your attention to this important step in the process of providing quality water to our community.

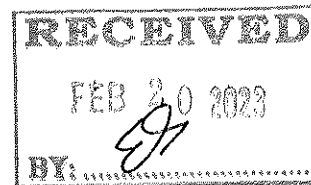
Sincerely,



Wayne Raper
General Manager

SOUTH MILLS WATER ASSOCIATION, INC.
103 HALSTEAD ST.
PO BOX 279
SOUTH MILLS, NC 27976
PHONE: 252-771-5620
FAX: 252-771-2380

February 14, 2023



Mrs. Erin Burke
 County Manager
 Camden County
 PO BOX 190
 Camden, NC 27921

RE: Wharf's Landing Subdivision—Phase 2

Dear Mrs. Burke:

Wharf's Landing (Developer) has requested that the Association provide water to phase 2 of its subdivision development. Specifically, the Developer's engineer has requested that the Association supply water to 150 taps at 200 GPD, for a total of 30,000 GPD.

As you know, the Association's capacity from its wells cannot meet the Developer's need for 30,000 GPD. However, the Association can provide the water if the District supplies the water to the Association under our existing Agreement for Lease, Operating and Maintenance of Water Line and Wholesale Water Purchase Agreement dated May 12, 2011 (Water Purchase Agreement).

Therefore, the Association requests written confirmation from you (or other authorized person) that the District, with the County's approval, will provide the 30,000 GPD required by the Developer for its Wharf's Landing phase 2 subdivision. This request is being made in accordance with the Water Purchase Agreement.

If we receive your confirmation, the Association will be able to proceed with accepting tap fees from the Developer to reserve the needed capacity.

Thank you for your attention to this important step in the process of providing quality water to our community.

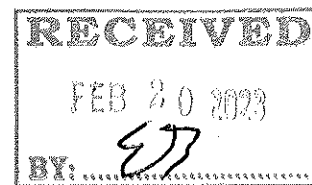
Sincerely,

Wayne Raper
 General Manager

Attachment: SMWA Request - Wharf's Landing Phase 2 (South Mills Water Association Letters of Request)

SOUTH MILLS WATER ASSOCIATION, INC.
103 HALSTEAD ST.
PO BOX 279
SOUTH MILLS, NC 27976
PHONE: 252-771-5620
FAX: 252-771-2380

February 14, 2023



Mrs. Erin Burke
 County Manager
 Camden County
 PO BOX 190
 Camden, NC 27921

RE: Emergency Water Supply Agreement

Dear Mrs. Burke:

Thank you for your assistance and responsiveness when our water plant experienced an outage on February 2. It was encouraging to see the Association and the County coming together for the good of the community.

We think that one lesson learned from the recent series of events is that the Association and the County need to establish a more preapproved and documented process for requesting and allocating water in an emergency situation. We believe that the attached Emergency Water Supply Agreement establishes a workable approach that allows (but does not require) the County to help the Association when needed. It creates a workable and efficient way for the Association to request water on a temporary emergency basis.

Our attorney sent a copy of the agreement to the County Attorney, and we stand by ready to finalize it.

We greatly appreciate your commitment to providing quality water to our community.

Sincerely,

Wayne Raper
 General Manager

Attachment: SMWA Request - Emergency Water Supply Agreement (South Mills Water Association Letters of Request)

NORTH CAROLINA
CAMDEN COUNTY

EMERGENCY WATER SUPPLY AGREEMENT

This EMERGENCY WATER SUPPLY AGREEMENT ("Agreement") is entered into on this the _____ day of February, 2023, by and between CAMDEN COUNTY ("County"); SOUTH CAMDEN WATER AND SEWER DISTRICT ("District") and SOUTH MILLS WATER ASSOCIATION, INC. ("Association"), each a "Party" and collectively the "Parties".

RECITALS

1. The Parties previously entered into that certain AGREEMENT FOR LEASE, OPERATING AND MAINTENANCE OF WATER LINE AND WHOLESALE WATER PURCHASE (the "2011 Agreement") dated May 12, 2011, wherein, among other things, the County agreed to supply certain amounts of water on a wholesale basis to Association.

2. On or around February 2, 2023, Association's water system experienced an unexpected fault that resulted in the need for emergency assistance from District in the form of providing additional water to existing Association customers over and above any capacity reserved pursuant to the 2011 Agreement.

3. On February 3, 2023, the County's Board of Commissioners agreed to sell to Association an additional 30,000 gallons per day ("GPD") of water on an emergency basis.

4. In light of the February 2023 emergency, the Parties desire to establish an ongoing temporary emergency water supply arrangement that would allow the County to respond rapidly to future emergencies (each future instance being an "Emergency").

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations and benefits arising therefrom, which is stipulated by each Party to be good and sufficient consideration, the Parties agree as follows:

TERMS AND CONDITIONS

1. The County and District affirm their respective decisions to sell 30,000 GPD of water to Association during the February 2023 emergency.

2. The Parties acknowledge that future emergencies may require the Association to seek assistance from the County. In order to accommodate such requests on an expedited basis, the District and County agree to consider providing the Association with water on a temporary emergency basis. Association agrees to request an emergency supply of water only when its water supply cannot serve existing customers due to unexpected circumstances beyond the Association's control. Duration of the supply, rates, and payment terms shall be as set forth in Paragraphs 3 and 4 of this Agreement. The County's Board of Commissioners hereby authorizes the County Manager to approve up to 30,000 GPD for use on a temporary emergency basis when

requested by Association in accordance with this Agreement. The County may decline to provide the temporary emergency water supply if the County Manager (or the Board of Commissioners when the County Manager seeks the board's approval) reasonably determines that providing temporary emergency water supply cannot be accommodated due to the capacity, demands and other conditions of the County's water facilities.

3. The Association shall promptly take all necessary and available steps to alleviate the Emergency. Emergency water service will be provided only for the shorter of the following periods: (1) the reasonable duration needed to repair damage to the Association's facilities occasioned by the Emergency; (2) the duration of the District's ability to provide temporary water service to the Association as reasonably determined by the District; or (3) four weeks. In the event that the Emergency exceeds the shortest of the foregoing periods, the Association may make written request to the District to continue temporary water service beyond said initial period. The District may continue or resume such temporary water service for an additional period as the District may determine appropriate and necessary.

4. The purchase price and of the water shall be determined using the formula set forth in the Section Seventeen of the 2011 Agreement, and Association shall pay for the water in accordance with the payment terms set forth in Section Eighteen of the 2011 Agreement.

5. The term of this Agreement shall run concurrently with the term of the 2011 Agreement.

6. This Agreement does not amend or change any term or the implementation of the 2011 Agreement.

7. District's respective obligations under this Agreement shall not limit or restrict District's ability to meet the water supply needs of its customers and provide for the safety, health and welfare of persons and property within its jurisdiction at any point in time, or require production of potable water in excess of any permit issued to District by the North Carolina Department of Environment Quality.

8. Association shall indemnify and hold harmless District, its officers, employees, and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of Association, its employees, or agents in connection with this Agreement. District shall indemnify and hold harmless Association, its officers, employees, and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of District, its employees or agents in connection with this Agreement.

9. This Agreement is not to be construed as creating any third party beneficiaries and may only be enforced by the Parties herein; nor does this Agreement make any Party an agent of the other. By way of example and not limitation, this Agreement does not create a contractual relationship between District and any particular customer of Association, nor shall any customer of Association have any right or cause of action directly against District by reason of this Agreement.

10. County is a signatory to this Agreement only as the creating entity and owner of District and its assets, and to document its consent.

11. This Agreement constitutes the entire agreement between the Parties pertaining to an Emergency; there are no representations, warranties, covenants or undertakings other than those expressed and set forth herein.

12. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

Executed in duplicate originals this the _____ day of February, 2023.

CAMDEN COUNTY

By: _____

Chair of the Board of Commissioners

SOUTH CAMDEN WATER AND SEWER DISTRICT

By: _____

Chair of the Board of Directors

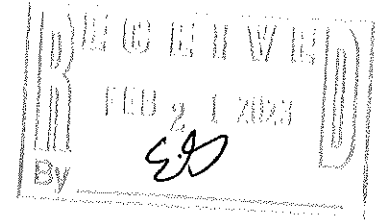
SOUTH MILLS WATER ASSOCIATION, INC.

By: _____

Craig Carey, President

ND:4886-1561-4031, v. 2

SOUTH MILLS WATER ASSOCIATION, INC.
103 HALSTEAD ST.
PO BOX 279
SOUTH MILLS, NC 27976
PHONE: 252-771-5620
FAX: 252-771-2380



February 17, 2023

Mrs. Erin Burke
 County Manager
 Camden County
 PO BOX 190
 Camden, NC 27921

RE: South Mills Village

Dear Mrs. Burke:

Thank you for meeting with Association representatives on January 30, 2023. At that meeting, we requested water for the unincorporated area known as the village of South Mills. Recall that those Association customers located in the village to the west of the Dismal Swamp Canal are supplied by the Association's water plant. Their usage averages approximately 30,000 GPD.

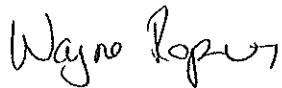
We have not received a reply, so we are making a formal request under the Agreement for Lease, Operating and Maintenance of Water Line and Wholesale Water Purchase Agreement dated May 12, 2011 (Water Purchase Agreement) entered into by the County and the Association. The Association believes that our village customers can be better served if the Association purchases water from the County on a wholesale basis. This resell of the County water is allowed through the Water Purchase Agreement.

The Association's plant is currently working, but its water supply projections and required upgrades make using water provided through the Water Purchase Agreement the more cost-effective and sustainable option. Therefore, the Association requests written confirmation from you (or other authorized person) that the District, with the County's approval, will provide the 30,000 GPD required by the Association for the village customers west of the canal. This request is being made in accordance with the Water Purchase Agreement.

Attachment: SMWA Request - South Mills Village (South Mills Water Association Letters of Request)

We believe that this arrangement is in the best interest of our customers and the County's citizens. Thank you for your cooperation in ensuring that our community is supplied with water in a cost-effective and efficient way.

Sincerely,



Wayne Raper
General Manager



Board of Commissioners AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 5.D
Meeting Date: March 06, 2023

Submitted By: Karen Davis, Clerk to the Board
 Board of Commissioners
 Prepared by: Karen Davis

Item Title **Resolution 2023-03-01 Approving Supplemental Opioid Settlement**

Attachments: DOJ letter to counties 2.14.23 (PDF)
 SAAF Clean Final Feb 12 2023 for posting (PDF)
 Resolution 2023-03-01 Approving Supplemental
 Opioid Settlement
 (DOCX)

Summary:

NCDOJ recently announced five new opioid settlements with CVS, Walgreens, Walmart, Allergan, and Teva. The distribution formula will mirror the original MOA allocation model outlined in the first settlement agreement, which Camden County signed in 2021. The proposed resolution allows for staff to sign the settlement paperwork.

Recommendation:

Approval.

JOSH STEIN
ATTORNEY GENERAL



February 14, 2023

Dear County Commissioners, Managers, and Attorneys:

I am writing with an important update in our collective fight to address the opioid epidemic and save lives – and a request for you to take action to secure additional opioid settlement funds for your county.

As you know, I helped negotiate the \$26 billion national opioid settlements with the “big three” drug distributors plus Johnson & Johnson (“Wave One Settlements”). These funds began flowing to your county in 2022.

We recently negotiated \$21 billion in new settlements with CVS, Walgreens, Walmart, Allergan and Teva (“Wave Two Settlements”). These Wave Two Settlements have the potential to bring significantly greater resources to your county to address the opioid epidemic. North Carolina’s state and local governments stand to receive more than \$600 million from the Wave Two Settlements – in addition to the more than \$750 million we are already receiving from the Wave One Settlements.

In traveling across North Carolina in recent months, I have learned firsthand about the many innovative programs to address the opioid crisis that counties and municipalities are funding with money from the Wave One Settlements. I am excited about the many new or expanded programs that can be funded with additional resources from the Wave Two Settlements.

As with the Wave One Settlements, **North Carolina will receive its full share of payments from the Wave Two Settlements only if all eligible governments, including your county, sign onto each settlement.** And the defendants will agree to finalize the Wave Two Settlements only if the vast majority of local governments across the nation sign onto them.

In the coming days, your county manager or attorney (or other senior staff your county identified in the course of approving the Wave One Settlements) will receive an email from the national administrator, Rubris. The email from Rubris will invite your county to sign onto each of the five new Wave Two Settlements as well as a supplement to the North Carolina Memorandum of Agreement (“MOA”) on the allocation, use, and reporting of funds from the Wave One settlements.

This supplement to the MOA is called the “Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation” or “SAAF” for short. It provides that the bulk of North Carolina’s money from the Wave Two Settlements will go to counties and municipalities to address the opioid crisis. The SAAF extends the basic terms of the MOA governing the Wave One Settlements to the Wave Two Settlements. Like the MOA, the SAAF has the support of my office, the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM).

April 18, 2023 is the deadline to sign onto the Wave Two Settlements and the SAAF. To assist you in meeting this deadline, NCACC has created a draft resolution template that your county board may adopt to authorize signing onto the Wave Two Settlements and the SAAF. The draft resolution template is available [HERE](#) on NCACC's Opioid Settlement Assistance website; and a link to the template is also available [HERE](#) on the "Wave Two Settlements" page of DOJ's www.MorePowerfulNC.org website. I encourage your county board to adopt its authorizing resolution as soon as possible so that North Carolina can help build national momentum in support of the Wave Two Settlements.

I'm proud that the strong partnership between the state and local governments in North Carolina produced 100% local government participation in the Wave One Settlements. This enabled the state and the participating local governments to receive 100% of our collective share of the national settlement funds.

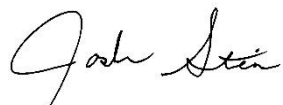
We are hoping to achieve the same unanimous approval of the Wave Two Settlements. Assuming this high level of participation by local governments across North Carolina and the country, which we expect, your county should start receiving money from the Wave Two Settlements during the second half of 2023. These funds will be in addition to the money you are already projected to receive from the Wave One Settlements. The maximum amount your county is projected to receive from the Wave Two Settlements (along with a reminder of the amount your county is projected to receive from Wave One Settlements) is available [HERE](#) on the "Wave Two Settlements" page of DOJ's www.MorePowerfulNC.org website.

For more information, I encourage you to visit the "Opioid Settlements" section of DOJ's www.MorePowerfulNC.org website. You will find additional tools, resources, and information about the opioid settlements on the Community Opioid Resources Engine for North Carolina (CORE-NC) (<https://ncopioidsettlement.org/>).

If your county has filed a lawsuit against opioid manufacturers or pharmacies, information about the Wave Two Settlements has also been provided to your outside counsel, with whom we encourage you to consult. If you have questions for my team about the Wave Two Settlements or SAAF, please do not hesitate to email us at opioidsettlement@ncdoj.gov.

Thank you for your consideration and partnership in this ongoing effort to save lives and improve the health and well-being of North Carolina residents impacted by the opioid crisis.

Sincerely,



Josh Stein

Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

I. PURPOSE

The purpose of this Supplemental Agreement for Additional Funds (“SAAF”) is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

II. SCOPE

- A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:
 1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and
 2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term “Bankruptcy Resolution” is defined in the MOA.
- B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

A. Definitions.

1. The definitions used in the MOA are incorporated by reference into this SAAF.
2. “Additional Funds” shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, 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 Additional Settlements for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.
3. “Additional Settlements” means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
4. “Additional Settling Defendants” means the defendants listed in section II.B of this SAAF.
5. “Local Counsel” means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.
6. “National Counsel” means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.
7. “Required Local Governments” means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

B. Allocation of Additional Funds

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.
2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State (“State Additional Abatement Fund”), (ii) 84.62% to abatement funds established by Local Governments (“Local Additional Abatement Funds”), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.
3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.
4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.
5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.
6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.

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 MOA Exhibit G.

D. Special Revenue Fund

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

E. Opioid Remediation Activities

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

F. Auditing, Compliance, Reporting, and Accountability

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

G. Effectiveness

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.
2. Amendments to the SAAF.
 - 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 SAAF to make any changes required by the final provisions of the Additional Settlements. 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 SAAF. The amendments will be effective to any party that does not withdraw.
 - b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.
 - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.
 - d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. 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 SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.
3. Acknowledgement. The Parties acknowledge this SAAF 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 SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.
5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.
6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF 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. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.
9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF. This SAAF 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, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

IV. LOCAL COUNSEL FEE FUND

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.

IN WITNESS WHEREOF, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

By: _____

Name: _____

Title: _____

County/City/Town of _____

Date: _____



Resolution 2023-03-01

RESOLUTION BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION

WHEREAS, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose 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 lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in these Settlements; 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 Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Camden County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and Camden County to help abate the harm; and

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

NOW, THEREFORE BE IT RESOLVED, that the Camden County Board of Commissioners hereby authorizes the County Attorney to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 6th day of March, 2023.

ATTEST:

Tiffany White, Chair
Camden County Board of Commissioners

Karen M. Davis
Clerk to the Board of Commissioners



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Board Appointments

Item Number: 6.A
Meeting Date: March 06, 2023

Submitted By: Karen Davis, Clerk to the Board
Board of Commissioners
Prepared by: Karen Davis

Item Title **Tourism Development Authority**

Attachments:

Summary:

The Board will consider the reappointment of Sarah Hill as Chair of the Tourism Development Authority, as described in the Director of the Dismal Swamp Welcome Center job description.



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Board Appointments

Item Number: 6.B
Meeting Date: March 06, 2023
Submitted By: Kim Perry,
Library
Prepared by: Karen Davis

Item Title Camden County Library Board

Attachments:

Summary:

It is the request of County Librarian Kim Perry that Katie Koch be appointed to the Library Board.

Recommendation:

Approval.



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 7.A
Meeting Date: March 06, 2023

Submitted By: Karen Davis, Clerk to the Board
Board of Commissioners
Prepared by: Karen Davis

Item Title **BOC Meeting Minutes**

Attachments: bocminutes_020323 (DOCX)
bocminutes_020623 (DOCX)
boc_boe_minutes_021323 (DOCX)

**Camden County Board of Commissioners
Emergency Meeting
February 3, 2023; 9:00 AM
Camden Public Library**

MINUTES

A duly noticed Emergency Meeting of the Camden County Board of Commissioners was held on February 3, 2023 in the boardroom of the Camden Public Library in Camden, North Carolina. The purpose of the meeting was to discuss a request from the South Mills Water Association to provide additional water due to an emergency. The Emergency Meeting took place in accordance with North Carolina General Statute 143-318.12(b)(3).

Call to Order

The meeting was called to order by Chair Tiffney White at 9:00 AM. Also Present: Vice-Chair Ross Munro, Commissioners Randy Krainiak, Sissy Aydlett and Troy Leary. Administration Staff Present: County Manager Erin Burke, County Attorney John Morrison and Clerk to the Board Karen Davis. Public Works Director Chuck Jones was present for the open session only.

County Manager Erin Burke shared information received from Wayne Raper, employee of the South Mills Water Association dated February 2, 2023. On Thursday, February 2, 2023 mechanical issues took place at the SMWA plant that requires immediate attention. The generator transfer switch malfunctioned and after looking into a replacement, this part will take 36-40 weeks to have replaced. With the SCADA system down, the plant will have to be monitored manually and SMWA does not currently have the manpower to operate 24 hours a day. Therefore, SMWA has requested an additional 30,000 gallons a day from South Camden Water to help serve the needs of our customers until the SCADA system can be repaired. That repair may take a minimum of 2-4 weeks according to Mr. Raper. Once the repairs are completed SMWA expects to resume normal operations.

County Attorney John Morrison explained to the public that South Mills Water Association is not a part of the county. It is a private, nonprofit corporation and is not subject to the North Carolina Utilities Commission regulation. Mr. Morrison requested that the Board go into Closed Session to receive legal counsel concerning this matter. After a brief Closed Session, the Board may return and announce its decision.

Motion to go into Closed Session.

RESULT:	PASSED [5-0]
MOVER:	Tiffney White
AYES:	Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

The Board entered a Closed Session for the purpose of consultation with the County Attorney on a state of emergency.

Motion to come out of Closed Session.

RESULT:	PASSED [5-0]
MOVER:	Sissy Aydlett
AYES:	Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

No official action was taken during Closed Session.

Motion to return to open session.

RESULT:	PASSED [5-0]
MOVER:	Tiffney White
AYES:	Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

Chair White requested to be recused from this matter in that she is a resident of South Mills and a customer and member of the South Mills Water Association.

RESULT:	PASSED [4-0]
MOVER:	Tiffney White
AYES:	Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

Chair White was recused by the Board has a membership interest in the corporation under discussion. She did not express an opinion or participate in discussion regarding this matter.

County Manager Burke stated that the Board agreed to sell the requested 30,000 gallons per day to South Mills Water Association contingent upon a contract drafted by and agreed to with the County Attorney and the attorney for South Mills Water Association by closed of business for the extended provision of water.

County Attorney Morrison stated that South Mills Water Association will be requested to allow the County's Public Works Director to inspect the plant to determine the problem, solution, cost and anticipated time for repair, and the cost the Association intends to charge its customers for the water. Mr. Morrison added that Camden is subject to the Local Government Commission and must follow rules and regulations in regard to certain matters. It was his understanding that the Board must act immediately in that the Association has stated they will be out of water by the afternoon.

Vice-Chair Munro questioned if the South Mills Water Association has the ability and means to make the necessary repairs.

County Manager Burke indicated that SMWA estimated a 2 to 4-week repair to the SCADA will be necessary. She did not have information on their financial status or ability to make the repairs or information at the time on the condition of the plant.

Vice-Chair Munro inquired as to the possibility of the County requesting that the Utilities Commission inspect the SMWA plant to confirm that the customers served by the SMWA are getting the quality of water necessary for their health, safety and welfare.

County Attorney Morrison stated that in there were two caveats in the original order that exempted SMWA from Utilities Commission Regulation. One, that the exemption lasts only so long as they continue to serve the best interests of the community as a water utility; and two, that the Public Staff, a division of the Utilities Commission, would monitor complaints and report those complaints to the Utilities Commission Board. With the Board's authority, Mr. Morrison will bring this to the attention to the Public Staff. Mr. Morrison added that it is not the intent of the Board of Commissioners to allow any of its citizens to go without water.

Vice-Chair Munro added that the health, safety and welfare is the number one concern of the Board and that it is the Board's intent that citizens have the ability to fight fires and have access to potable water for their needs.

Motion that the Board approves the immediate sale, contingent on a contract by Tuesday, to 30,000 per day to South Mills Water Association.

Mr. Morrison requested that the motion include that he be authorized to enter into an agreement in sufficient legal form to protect the interests of the County and the people of South Mills and that he is authorized to make a report with the appropriate authorities of the Utilities Commission.

RESULT:	PASSED [4-0]
MOVER:	Ross Munro
AYES:	Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary
RECUSED:	Tiffney White

There being no further matters for discussion Chair White called for a motion to adjourn.

Motion to adjourn.

RESULT:	PASSED [5-0]
MOVER:	Sissy Aydlett
AYES:	Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

ATTEST:

Tiffney White, Chair
Camden County Board of Commissioners

Karen M. Davis
Clerk to the Board of Commissioners

Attachment: bocminutes_020323 (BOC Meeting Minutes)

Camden County Board of Commissioners
February 6, 2023
Closed Session – 5:00 PM
Regular Meeting – 7:00 PM
Camden Public Library Boardroom
118 Hwy 343 North

MINUTES

A Regular Meeting of the Camden County Board of Commissioners was held on February 6, 2023 in the boardroom of the Camden Public Library in Camden, North Carolina.

CALL TO ORDER

The meeting was called to order by Chair Tiffney White at 5:00 PM. Also Present: Vice Chair Ross Munro, Commissioners Randy Krainiak, Sissy Aydlett and Troy Leary. Administration Staff Present: County Manager Erin Burke, County Attorney John Morrison (Closed Session only) and Clerk to the Board Karen Davis.

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

RESULT:	PASSED [5-0]
MOVER:	Ross Munro
AYES:	Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

Motion to come out of Closed Session.

RESULT:	PASSED [5-0]
MOVER:	Ross Munro
AYES:	Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

The Board came out of Closed Session at 6:20 PM and recessed until 7:00 PM, at which time the Board was reconvened by Chair White.

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Bill Blake 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 [5-0]
MOVER:	Ross Munro
AYES:	Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

ITEM 2. CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

ITEM 3. PRESENTATIONS

A. Employee Recognition

Human Resources Director Beverly Fonville recognized Mr. William Sawyer and Mrs. Dawn Lowry, both receiving service pins for 20 years of service. Mrs. Fonville also introduced and welcomed the new DSS Director, Ms. Stephanie Wyche.

- B. Introduction of Shoshin Technologies – John Wasniewski gave a brief introduction of himself and his company, Shoshin Technologies, the County’s new IT support company.

ITEM 4. PUBLIC COMMENTS

None.

ITEM 5. NEW BUSINESS

- A. Tax Report – Lisa Anderson

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

OUTSTANDING TAX DELINQUENCIES BY YEAR

<u>YEAR</u>	<u>REAL PROPERTY</u>	<u>PERSONAL PROPERTY</u>
2021	126,548.00	9,266.16
2020	48,564.87	4,023.59
2019	26,478.00	2,299.04
2018	18,772.68	1,084.40
2017	11,562.10	1,493.43
2016	7,561.29	1,159.66
2015	6,192.75	628.26
2014	8,300.59	969.00
2013	6,317.08	4,618.93
2012	5,558.29	7,113.98

TOTAL REAL PROPERTY TAX UNCOLLECTED	265,855.65
TOTAL PERSONAL PROPERTY UNCOLLECTED	32,656.45
TEN YEAR PERCENTAGE COLLECTION RATE	99.64%
COLLECTION FOR 2022 vs. 2021	17,730.49 vs. 14,132.77

LAST 3 YEARS PERCENTAGE COLLECTION RATE

2021	98.58%
2020	99.34%
2019	99.63%

Attachment: bocminutes_020623 (BOC Meeting Minutes)

EFFORTS AT COLLECTION IN THE LAST 30 DAYS

ENDING December 2022

BY TAX ADMINISTRATOR

37	NUMBER DELINQUENCY NOTICES SENT
28	FOLLOWUP REQUESTS FOR PAYMENT SENT
2	NUMBER OF WAGE GARNISHMENTS ISSUED
3	NUMBER OF BANK GARNISHMENTS ISSUED
14	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

30 Largest Unpaid – Real

Roll	Parcel Number	Unpaid Amount	YrsDltg	Taxpayer Name	City	Property Address
R	01-8929-00-34-2503.0000	8,338.03	1	STONEBRIAR COMMERCIAL FINANCE	SOUTH MILLS	
R	02-8943-01-17-4398.0000	7,745.40	1	THOMAS REESE	CAMDEN	301 JAPONICA DR
R	01-7989-00-01-1714.0000	6,166.42	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8971-00-23-2253.0000	6,036.09	1	ABODE OF CAMDEN, INC.	SHILOH	187 C THOMAS POINT RD
R	02-8934-01-18-8072.0000	5,795.45	1	ARNOLD AND THORNLEY, INC.	CAMDEN	146 158 US W
R	02-8935-02-66-7093.0000	5,623.37	1	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R	01-7979-00-61-7358.0000	4,906.97	1	BERT LLC	SOUTH MILLS	HORSESHOE RD
R	01-7999-00-62-3898.0000	4,705.66	1	MICHAEL ASKEW	SOUTH MILLS	257 A OLD SWAMP RD
R	02-8934-01-29-4617.0000	4,687.31	1	JAMES B. SEYMOUR ETAL	SHILOH	112 158 US W
R	03-8962-06-05-0472.0000	4,590.46	1	FRANK MCILLIAN HEIRS	SHILOH	172 NECK RD
R	02-8945-00-41-2060.0000	4,580.35	1	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	168 BUSHELL RD
R	03-8943-02-75-4196.0000	4,471.07	1	SHERRILL M PRICE JR	SHILOH	115 COOKS LANDING RD
R	02-8190-00-39-5170.0000	4,144.46	1	DONALD RAY JONES	CAMDEN	670 343 HWY N
R	03-8909-00-24-8236.0000	3,948.55	1	GENE W IRBY	SHILOH	503 SAILBOAT RD
R	03-8973-00-53-0748.0000	3,727.87	1	MORRIS L. KIGHT III	SHILOH	142 STANLEY LN
R	02-8954-00-43-8538.0000	3,614.32	1	BILLY ROSS FERREBER	CAMDEN	237 PALMER RD
R	03-8909-00-23-4998.0000	3,268.68	1	WANDA H WELLS	SHILOH	104 HIGH RD
R	02-8934-04-72-0436.0000	3,235.88	1	PAULINE JETTE	CAMDEN	238 COUNTRY CLUB RD
R	03-8962-00-67-1021.0000	2,912.38	1	CECIL BARNARD HEIRS	SHILOH	WICKHAM RD
R	02-8943-01-06-9013.0000	2,880.31	1	JEWEL H. DAVENPORT	CAMDEN	WINDY HEIGHTS DR
R	03-8950-00-17-3935.0000	2,853.28	1	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	03-8961-00-68-3593.0000	2,835.12	1	EDWARD LANE MOORE	SHILOH	169 RAYMONS CREEK RD
R	02-8936-00-23-4750.0000	2,769.92	1	AARON DARNELL CHAMBLEE ET AL	CAMDEN	LAMBS RD
R	03-8899-00-45-2682.0000	2,766.66	10	SEAMARK INC.	SHILOH	HOLLY RD
R	03-8930-00-37-3510.0000	2,710.50	1	KARL L ADCOCK	SHILOH	100 CAMLAN DR
R	02-8934-03-31-9750.0000	2,423.40	1	CAROLYN MCDANIEL	CAMDEN	195 COUNTRY CLUB RD
R	01-7090-00-92-5561.0000	2,385.09	1	MAINSTAY CONSTRUCTION, INC	SOUTH MILLS	GENERALS WAY
R	01-7989-04-60-1711.0000	2,303.21	1	JAMES GLEN GRIFFIN	SOUTH MILLS	110 BLOODFIELD RD
R	02-8943-01-47-1120.0000	2,298.81	1	BILLY FORBES CRAIN	CAMDEN	104 C ST
R	01-7999-00-95-3587.0000	2,273.88	1	WALTER TURNER HEIRS	SOUTH MILLS	CAROLINA RD

30 Oldest Unpaid – Real

Roll	Parcel Number	YrsDltg	Unpaid Amount	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	10	6,166.42	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8962-00-04-9097.0000	10	2,912.38	CECIL BARNARD HEIRS	SHILOH	NECK RD
R	03-8899-00-45-2682.0000	10	2,766.66	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	03-8952-00-95-8737.0000	10	2,151.92	SEAMARK INC.	SHILOH	HOLLY RD
R	01-7988-00-31-0179.0001	10	2,077.02	AUDREY TILLET	SHILOH	171 NECK RD
R	01-7999-00-32-3510.0000	10	1,954.13	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	195 BUNKER HILL RD
R	03-8943-04-93-8214.0000	10	1,892.64	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7999-00-12-8596.0000	10	1,879.21	MOSES MITCHELL HEIRS	SOUTH MILLS	165 BUNKER HILL RD
R	01-7091-00-64-6569.0000	10	1,809.51	CLARENCE D TURNER JR.	SOUTH MILLS	STINGY LN
R	01-7090-00-95-5262.0000	10	1,157.52	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	02-8936-00-24-7426.0000	10	851.94	BERNICE FUGH	CAMDEN	113 BOURBON ST
R	01-7989-04-60-1568.0000	10	847.68	EMMA BRITE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	01-7989-04-60-1954.0000	10	827.30	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
R	01-7090-00-60-5052.0000	10	814.52	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
R	01-7989-04-90-0938.0000	10	765.22	DORIS EASON	SOUTH MILLS	1352 343 HWY N
R	03-8909-00-24-6322.0000	10	667.69	DAVID B. KIRBY	SHILOH	499 SAILBOAT RD
R	02-8955-00-13-7846.0000	10	585.88	MARIE MERCER	CAMDEN	IVY NECK RD
R	03-8899-00-36-1568.0000	10	463.73	PETER BUISAVAGE	SHILOH	HIBISCUS RD
R	03-8962-00-55-5300.0000	10	427.31	OTAVIA COPELAND HEIRS	SHILOH	457 NECK RD
R	03-8980-00-61-1968.0000	10	381.59	WILLIAMSBURG VACATION	SHILOH	CAMDEN POINT RD
R	03-8909-00-54-8280.0000	10	303.70	RODNEY STEVEN SPIVEY &	SHILOH	SAILBOAT RD
R	01-7090-00-95-5262.0000	10	297.16	JOHN F. SAWYER HEIRS	SOUTH MILLS	OLD SWAMP RD
R	03-8909-00-66-0120.0000	10	286.40	RANDELL CRIDER	SHILOH	SAILBOAT RD
R	03-8980-00-84-0931.0000	10	285.84	CARL TEUSCHER	SHILOH	218 BROAD CREEK RD
R	02-8936-00-25-7407.0000	10	220.59	CHARLIE RUDOLPH CHAMBLEE	CAMDEN	BOURBON ST
R	03-8909-00-45-1097.0000	10	203.59	MICHAEL OBER	SHILOH	CENTERPOINT RD
R	03-8962-00-60-7648.0000	10	189.72	FRANK WRIGHT ETAL	SHILOH	WICKHAM RD
R	03-8899-00-37-0046.0000	10	149.93	ELIZABETH LONG	SHILOH	HIBISCUS RD
R	03-8909-00-17-2462.0000	10	138.36	TODD ALLEN RIGGS	SHILOH	LITTLE CREEK RD

30 Largest Unpaid – Personal

Roll	Parcel Number	Unpaid Amount	YrsDltg	Taxpayer Name	City	Property Address
P	0001709	1,207.54	5	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0000295	1,126.07	3	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0002941	1,083.89	1	BARKER'S TRUCKING, INC	SHILOH	108 SASSAFRAS LN
P	0001046	562.79	10	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001072	534.66	10	PAM BUNDY	SHILOH	105 AARON DR
P	0001721	457.37	1	CINDY MAYO	SOUTH MILLS	106 BINGHAM RD
P	0001230	411.11	10	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0003721	396.00	1	JIMMY'S TRUCKING & HAULING LLC	CAMDEN	127 TRAFON RD
P	0003192	382.04	1	ROBERT JESSE-ALDERMAN HUDGINS	CAMDEN	409 343 HWY N
P	0001538	311.90	10	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0000738	307.42	10	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0003513	282.06	1	JULIE PORTER	CAMDEN	431 158 US W
P	0003537	279.87	1	NATHAN MARC SEBURA	CAMDEN	343 HWY N
P	0003208	271.52	1	RICKY W JOHNSON	CAMDEN	113 PALMER RD
P	0003075	255.21	1	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD
P	0003902	243.90	1	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW RD
P	0001694	241.65	10	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0001952	238.91	10	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0003773	231.08	1	SEVAN NERO BARTLETT	CAMDEN	197 HERMAN ARNOLD RD
P	0003156	228.97	1	IVY MIRANDA BOGUES	CAMDEN	224 NORTH RIVER RD
P	0002902	222.92	1	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0001106	203.87	10	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0003715	202.13	1	CHARLES CHANNING ROTEN	SOUTH MILLS	302 34 HWY N
P	0001502	201.52	1	SCOTT D RADY	SOUTH MILLS	403 BEECHNUT AVE
P	0002442	200.37	5	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WAY
P	0003907	198.18	1	PAUL DAVID RUSSELL	SOUTH MILLS	114 OTTERS PL
P	0003512	197.49	1	WILLIAM ANTHONY POPE JR	CAMDEN	214 SMITH DR
P	0003893	180.17	1	WILLIAM B HICKS	SHILOH	948 343 HWY S
P	0001545	178.20	1	LOUIS RUGGERI	CAMDEN	390 CAMDEN CSWY
P	0002468	178.15	5	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD

30 Oldest Unpaid – Personal

Roll	Parcel Number	YrsDltg	Unpaid Amount	Taxpayer Name	City	Property Address
P	0001709	10	1,207.54	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001046	10	562.79	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001072	10	534.66	PAM BUNDY	SHILOH	105 AARON DR
P	0001230	10	411.11	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0001538	10	311.90	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0000738	10	307.42	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001694	10	241.65	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0001952	10	238.91	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0001106	10	203.87	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0001827	10	148.25	KAREN BUNDY	CAMDEN	431 158 US W
P	0000295	6	1,126.07	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0000770	6	134.40	MARSHA GAIL BOGUES	CAMDEN	276 BELCROSS RD
P	0002921	6	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	122 DOCK LANDING LOOP
P	0000945	5	243.90	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW RD
P	0002442	5	200.37	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WAY
P	0002468	5	178.15	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0002968	5	165.22	MICHAEL WILLIAM MAINELLO	SOUTH MILLS	237 KEETER BARN RD
P	0001150	5	136.45	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0001689	5	125.28	MICHAEL WAYNE MYERS	SOUTH MILLS	107 ROBIN DR
P	0002902	4	222.92	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0001512	4	167.69	JOHN WESLEY BURGESS, JR.	CAMDEN	431 158 US W
P	0003513	3	282.06	JULIE PORTER	CAMDEN	431 158 US W
P	0003075	3	255.21	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD
P	0003415	3	228.97	IVY MIRANDA BOGUES	CAMDEN	224 NORTH RIVER RD
P	0003414	3	132.83	EDWARD A. BILL	CAMDEN	152 158 US W
P	0002978	3	132.20	JONATHAN LEWIS PUGH	SOUTH MILLS	206 MAIN ST
P	0003096	3	126.01	DANIEL ELWOOD BRIGHT	CAMDEN	109 JUNIPER DR
P	0003035	3	119.15	ROBERT HENRY LEE	SHILOH	121 BEECH TREE DR
P	0003487	3	114.47	MICHAEL RONALD MAYO II	CAMDEN	146 BELCROSS RD
P	0003495	3	104.10	ALY MORANAD	SHILOH	100 BROAD CREEK RD

Motion to approve the Tax Report as presented.

RESULT: PASSED [5-0]
MOVER: Sissy Aydtlett
AYES: Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydtlett, Troy Leary

B. Purchase and Sale Agreement for the Proposed Camden County High School

Motion to table this item.

RESULT: PASSED [5-0]
MOVER: Ross Munro
AYES: Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydtlett, Troy Leary

C. Budget Amendment Request – Erin Burke

The Board was requested to consider a budget amendment from the Sheriff's Office to adjust salaries in the department due to promotions that were not accounted for in the 2022-2023 budget. The Sheriff's Office policies and procedures provide a career ladder within the department to encourage personal growth and development. In the current budget year there were career advancements that were not accounted for during the budget development process. These individuals have been promoted to higher rank, but have not been compensated for their additional responsibilities. The budget amendment accounts for back pay to the date of the promotion and for the remainder of the 2022-2023 fiscal year.

2022-23-BA029

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, 2023.

Section 1. To amend the General Fund as follows:

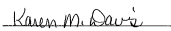
ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
10399400-439900	Fund Balance Appropriated	\$40,239.00	
Expenses			
105100-502000	Salaries	\$30,073.00	
105100-505000	JICA	\$ 2,301.00	
105100-507000	LEO Retirement	\$ 4,857.00	
105100-507100	401K	\$ 1,504.00	
105100-509000	Worker's Compensation	\$ 1,504.00	

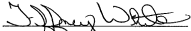
This Budget Amendment is made to appropriate funds from fund balance appropriated throughout the Sheriff's expense lines for promotions received.


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 6th day of February, 2023.


Clerk to Board of Commissioners


Chair, Board of Commissioners




Motion to approve Budget Amendment 2022-23-BA029 for the Sheriff's Office as presented by the County Manager.

RESULT: PASSED [5-0]
MOVER: Ross Munro
AYES: Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

Sheriff Jones presented the following Resolutions authorizing him to award badges and sidearms to retiring law enforcement officers Rodney Meads and Scott Wentz and retired Sheriff Tony Perry in accordance with the provisions of North Carolina General Statute §20-187.2.

D. Resolution 2023-02-01 Awarding of Badges and Sidearm to Rodney Meads



Resolution 2023-02-01

Resolution of the Camden County Board of Commissioners
Honoring Colonel Rodney L. Meads, Chief Deputy
for 23 Years of Law Enforcement Service and
Awarding of His Issued Badges and Sidearm

WHEREAS, Colonel Rodney L. Meads joined the Camden County Sheriff's Office and took the Oath of Office on 30 December 1999 as a Deputy, during which time he has served the citizens of Camden County with the highest level of dedication, commitment and integrity -- all while upholding the rights of all in adherence to the Constitution of the State of North Carolina and the United States Constitution; and

WHEREAS, Colonel Rodney L. Meads' service and dedication to the Office of the Sheriff, The Camden County Sheriff's Office, the citizens of Camden County and his many accomplishments in the field of Law Enforcement during his 23 years of service are hereby recognized and commended; and

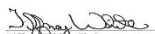
WHEREAS, North Carolina General Statute 20-187.2 provides that retiring deputies of the Camden County Sheriff's Office may receive, at the Sheriff's discretion, the issued sidearm of such retiring deputy at a price determined by the Board of Commissioners, and upon securing a permit as required by North Carolina General Statute 14-402 et seq; and

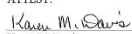
WHEREAS, Colonel Rodney L. Meads has served as a member of the Camden County Sheriff's Office and is retired from the Camden County Sheriff's Office effective 1 March 2023.


NOW, THEREFORE BE IT RESOLVED by the Camden County Board of Commissioners as follows: Sheriff Kevin Jones is hereby authorized in accordance with the provisions of North Carolina General Statute 20-187.2, to allow the transfer to Colonel Rodney L. Meads the badges worn by him during his service with the Camden County Sheriff's Office and Sheriff Kevin Jones is hereby authorized in accordance with the provisions of North Carolina General Statute 20-187.2, to allow the transfer to Colonel Rodney L. Meads his issued service sidearm, a Glock 357 Model G31 - Serial # BKM277, upon the securing of permit as required by North Carolina General Statute 14-402; and upon paying the price of \$1.00.

BE IT FURTHER RESOLVED, the Camden County Board of Commissioners recognizes and thanks Colonel Rodney L. Meads for his dedicated service to Camden County and its citizens.

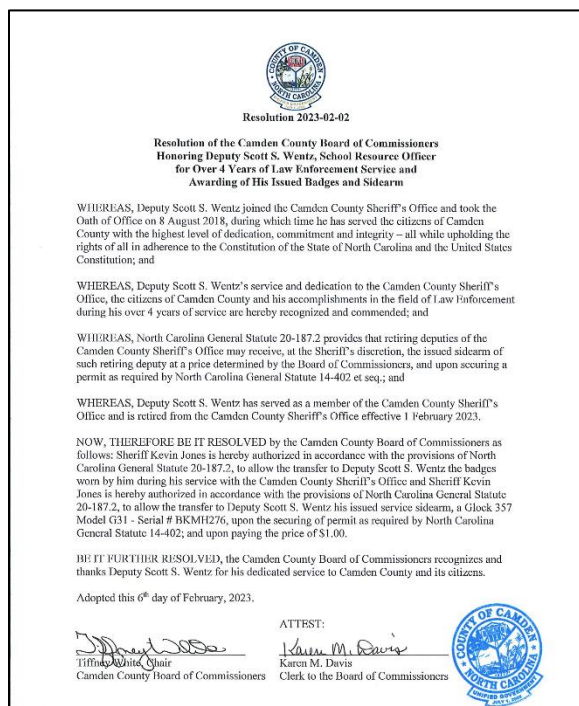
Adopted this 6th day of February, 2023.


Tiffney White, Chair
Camden County Board of Commissioners

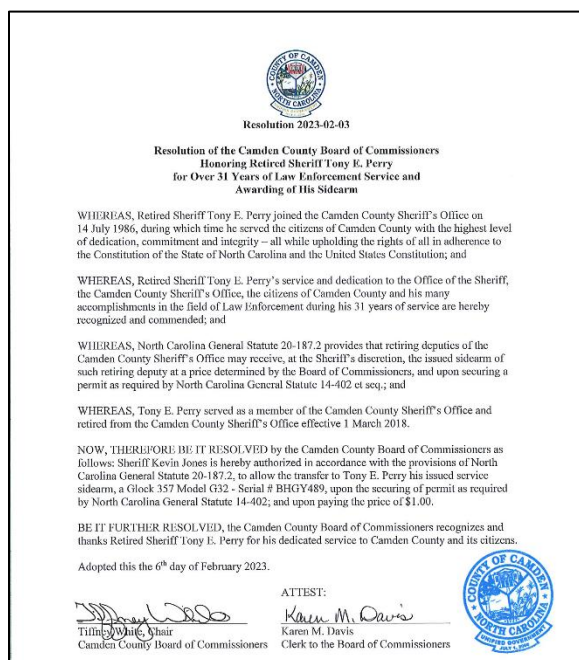

Karen M. Davis
Clerk to the Board of Commissioners



E. Resolution 2023-02-02 Awarding of Badges and Sidearm to Scott Wentz



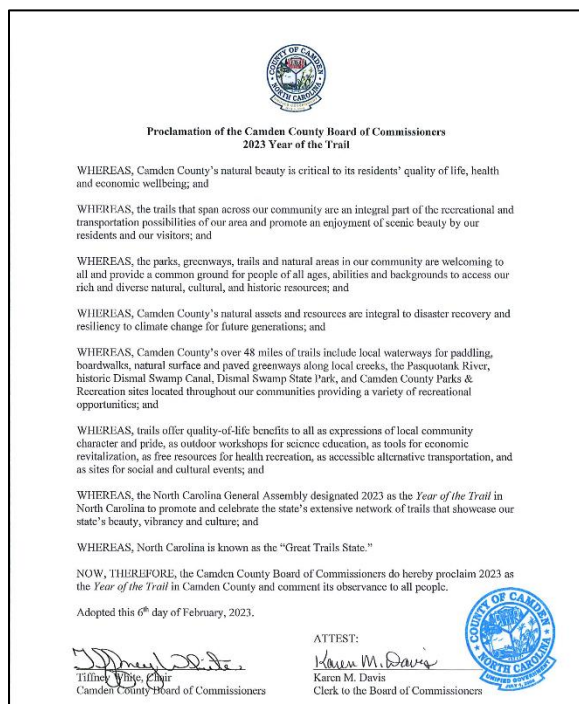
F. Resolution 2023-02-02 Awarding of Sidearm to Tony Perry



Commissioner Leary made a motion to adopt Resolution 2023-02-01 Awarding of Badges and Sidearm to Rodney Meads and then at the request of Commissioner Krainiak, included the additional two resolutions for Scott Wentz and Tony Perry.

RESULT: PASSED [5-0]
MOVER: Troy Leary
AYES: Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydtlett, Troy Leary

G. Proclamation: 2023 Year of the Trail – Erin Burke



Motion to adopt proclamation in commemoration of 2023 Year of the Trail.

RESULT: PASSED [5-0]
MOVER: Ross Munro
AYES: Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydtlett, Troy Leary

H. Proclamation: 2023 March for Meals Month – Erin Burke



Motion to adopt proclamation in commemoration of 2023 March for Meals Month.

RESULT:	PASSED [5-0]
MOVER:	Randy Krainiak
AYES:	Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

ITEM 6. BOARD APPOINTMENTS

- A. Tourism Development Authority – Appointment of Katherine Silverwood
- B. Senior Tar Heel Legislature – Reappointment of Lynne McLain

Motion to approve the board appointments as presented.

RESULT:	PASSED [5-0]
MOVER:	Ross Munro
AYES:	Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

South Camden Water & Sewer District Board of Directors

Chair White 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 [5-0]
MOVER:	Troy Leary
AYES:	Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

New Business

- A. Monthly Report – Chuck Jones

South Camden Water & Sewer Board				
Monthly Work Order Statistics Report				
Period: December 2022				
	Submitted Work Orders	Completed Work Orders	Percentage Completed	Status of Uncompleted Work Orders
Water/Distribution	86	86	100%	0
Sewer/Collection	0	0	100%	0

New Services installed:

Locates:

Water Line: 73

Sewer Line: 1

Water & Sewer, same ticket: 4

Hydrant flow test: 5

Public Works Director Notes/Comments:

Ten work orders have been reviewed for accuracy.

Water treated at the water treatment plant in December: 15 168 421 gallons

Daily average water usage for December: 489 304 gallons

Current treatment capacity at the water treatment plant: 720 000

2022 High Service Pump Flows

Month	Monthly Total	Average Daily Use
January 2022	13,953,480	.450,112
February 2022	12,060,970	.430,749
March 2022	15,633,430	.504,304
April 2022	15,880,820	.529,361
May 2022	17,173,570	.553,986
June 2022	17,025,900	.567,530
July 2022	16,539,150	.533,521
August 2022	16,048,500	.517,694
September 2022	15,594,140	.519,805
October 2022	14,918,470	.481,241
November 2022	14,053,760	.468,459
December 2022	15,168,421	.489,304
Yearly Totals	184,050,611	.503,839

2022 SMWA USAGE

Date	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	144,900	172,000	140,200	153,634	279,000	194,300	202,100	167,700	160,800	149850	148300	115700
2	144,900	139,600	125,000	153,633	185,300	173,600	202,100	368,600	167,300	149850	127100	154300
3	159,600	151,000	130,600	153,633	170,500	195,134	202,100	181,200	167,300	139500	129800	154300
4	161,500	162,167	149,000	161,200	139,000	195,133	183,900	162,000	167,300	141100	145100	154300
5	131,500	162,167	149,000	153,700	139,000	195,133	158,800	161,267	205,100	122500	145100	116000
6	136,200	162,167	149,000	124,800	148,434	177,100	163,000	161,267	147,000	149400	145100	126500
7	130,734	46,500	143,600	141,800	148,433	178,700	24,600	161,267	96,340	133034	135000	114700
8	130,733	35,800	144,900	149,000	148,433	156,600	118,567	176,100	96,340	133033	156300	129300
9	130,733	32,300	120,400	149,000	150,100	196,000	118,567	186,700	96,340	133033	106000	136334
10	66,220	35,300	153,900	149,000	155,900	185,434	118,567	198,500	96,340	164700	153100	136333
11	34,500	36,634	138,434	145,000	139,600	185,433	165,800	140,300	96,340	141500	137100	136333
12	25,500	36,633	138,433	149,300	133,800	185,433	157,100	155,300	143,600	138000	137100	134800
13	129,800	36,633	138,433	146,500	159,067	190,200	147,300	155,300	156,700	124000	137100	146100
14	41,467	138,500	146,600	135,300	159,067	163,600	158,500	155,300	138,900	138667	139500	110600
15	41,467	140,500	95,600	163,100	159,067	161,000	135,533	126,900	149,400	138667	135000	131600
16	41,466	131,000	202,400	163,100	175,600	145,000	135,533	158,500	169,667	138667	108500	146000
17	4,280	35,300	138,100	163,100	168,000	204,300	135,533	149,200	169,666	130500	128700	146000
18	40,300	3,844	149,700	142,600	191,700	204,300	0	160,100	169,666	199800	142000	146000
19	105,400	3,843	149,700	141,200	181,000	204,300	214,400	148,000	142,600	147000	142000	133000
20	109,000	3,843	149,700	136,700	221,700	193,200	144,700	148,000	193,800	146300	142000	130300
21	156,234	38,200	140,500	132,400	221,700	187,600	164,000	148,000	133,700	145100	139400	137000
22	156,233	40,500	142,100	180,700	221,700	136,000	196,867	145,200	149,600	145100	145000	141000
23	156,233	165,900	121,500	180,700	191,400	131,900	196,867	151,500	155,767	145100	143900	188300
24	139,400	133,500	118,400	180,700	156,300	184,834	196,867	136,000	155,767	117000	153100	188300
25	126,300	136,634	150,334	178,800	137,100	184,833	162,800	154,000	155,767	151900	142167	188300
26	145,200	136,633	150,333	160,600	146,900	184,833	170,500	172,667	146,000	122000	142167	238000
27	87,590	136,633	150,333	145,500	164,367	164,700	139,300	172,667	160,000	118300	142166	215900
28	151,867	138,000	142,400	161,500	164,367	171,000	157,900	172,667	133,300	142066	138000	180000
29	151,867		136,300	139,650	164,367	178,400	173,233	178,600	137,800	142066	135000	190000
30	151,866		122,600	139,650	231,900	210,600	173,233	121,900	137,800	142067	114400	147000
31	166,100		148,200		196,500		173,233	146,500		132400		150000

TOTAL	3,499,090	2,591,731	4,375,700	4,575,500	5,349,302	5,418,600	4,791,500	5,121,202	4,396,000	4,362,200	4,135,200	4,662,300
Average	112,874	92,562	141,152	152,517	172,558	180,620	154,565	165,200	146,533	140,716	137,840	150,397
Maximum	166,100	172,000	202,400	180,700	279,000	210,600	214,400	368,600	205,100	199,800	156,300	238,000

SOUTH CAMDEN WATER & SEWER DISTRICT MONTHLY WATER REPORT													
month	active meters	work orders	locates	new serv	gallons sold meters water	tap fees	total collected	gallons sold meters sewer Core	sewer collected Core	sewer cust Core	gallons sold meters sewer S. Mills	sewer collected S. Mills	sewer cust S. Mills
2021													
January	2,229	102	107	1	14,409,048	\$8,000.00	\$129,184.92	527,020	\$7,987.76	54	291,760	\$3,098.79	88
February	2,232	87	108	3	12,472,543	\$28,000.00	\$160,585.13	551,050	\$8,593.99	54	228,970	\$3,738.52	89
March	2,240	86	152	1	12,047,251	\$12,000.00	\$150,411.28	503,510	\$8,656.06	54	208,440	\$3,597.83	89
April	2,251	65	139	5	14,759,968	\$66,833.00	\$192,635.30	565,960	\$9,257.62	54	201,240	\$3,348.69	89
May	2,256	88	115	2	15,271,509	\$4,000.00	\$141,268.11	617,470	\$9,195.13	54	322,120	\$3,572.33	90
June	2,261	101	92	2	15,376,790	\$4,000.00	\$153,214.83	523,050	\$9,215.37	54	261,700	\$3,274.74	89
July	2,272	87	104	0	14,246,240	\$98,967.00	\$243,922.11	500,330	\$9,368.09	54	236,290	\$3,936.63	90
August	2,276	89	125	4	17,838,990	\$4,000.00	\$139,706.73	531,930	\$7,445.29	54	455,480	\$4,238.87	90
September	2,283	120	92	3	13,813,320	\$16,000.00	\$174,303.27	619,170	\$7,978.48	54	418,660	\$3,268.90	90
October	2,287	95	81	0	14,815,201	\$0.00	\$127,114.75	1,196,860	\$9,904.44	54	315,360	\$3,746.87	90
November	2,293	72	39	2	13,763,517	\$3,500.00	\$145,643.68	770,130	\$16,643.68	54	264,430	\$6,370.61	90
December	2,298	86	58	0	13,930,906	\$0.00	\$145,160.49	761,500	\$12,600.22	54	286,870	\$4,002.82	89
2022													
January	2,298	90	108	0	13,739,659	\$4,000.00	\$136,306.83	555,880	\$11,704.03	55	244,676	\$3,781.90	89
February	2,299	108	82	0	12,108,415	\$2,500.00	\$135,512.42	589,080	\$9,851.08	55	234,674	\$3,980.47	89
March	2,275	90	77	1	12,047,251	\$68,667.00	\$194,073.56	503,510	\$7,234.28	54	237,641	\$3,557.94	87
April	2,320	82	91	5	22,574,098	\$8,000.00	\$117,609.55	716,960	\$10,988.75	54	257,949	\$3,588.01	88
May	2,328	95	71	1	13,617,980	\$16,000.00	\$160,306.33	674,480	\$13,045.03	54	269,770	\$3,335.55	89
June	2,334	126	91	2	16,466,975	\$35,700.00	\$166,905.67	624,410	\$8,810.69	56	267,930	\$3,404.49	88
July	2,339	121	97	1	16,136,579	\$500.00	\$142,712.18	542,530	\$11,113.40	56	253,630	\$3,135.85	91
August	2,345	129	50	1	14,628,312	\$4,300.00	\$155,258.49	523,100	\$8,497.51	56	280,139	\$4,187.02	91
Sept	2,346	96	96	0	15,285,732	\$8,000.00	\$149,488.63	2,346	\$8,986.17	56	293,411	\$3,618.25	91
Oct	2,349	84	125	1	14,538,209	\$16,300.00	\$159,619.57	738,250	\$10,157.62	56	312,640	\$3,676.01	90
Nov	2,351	76	89	2	13,309,510	\$12,200.00	\$154,779.18	777,510	\$10,759.43	56	282,225	\$4,064.97	90
Dec	2,354	86	78	0	12,132,198	\$300.00	\$144,828.03	723,210	\$14,333.64	56	273,925	\$4,131.12	90

SOUTH CAMDEN WATER & SEWER BOARD MONTHLY WATER STATISTICS 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
2021										
Sept	120	100%	0%	119	1	77	15	0	0	3
Oct	95	100%	0%	93	0	64	15	2	0	0
Nov	72	100%	0%	72	0	37	0	2	0	2
Dec	86	100%	0%	85	1	43	8	7	0	0
2022										
Jan	90	100%	0%	89	1	96	6	6	0	0
Feb	108	100%	0%	108	0	73	5	4	0	0
March	90	100%	0%	89	1	64	7	6	0	1
April	82	100%	0%	81	1	74	13	4	0	5
May	95	100%	0%	94	1	58	11	2	0	1
June	127	100%	0%	126	1	87	8	4	0	2
July	121	100%	0%	120	1	73	13	11	0	1
August	129	100%	0%	128	1	39	6	5	3	1
Sept	96	100%	0%	95	1	82	10	4	8	0
Oct	84	100%	0%	84	0	110	8	7	5	1
Nov	76	100%	0%	76	0	76	5	8	6	2
Dec	86	100%	0%	86	0	73	1	4	5	0

Motion to approve the monthly report as presented.

RESULT: PASSED [5-0]
MOVER: Sissy Aydlett
AYES: Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

Attachment: bocminutes_020623 (BOC Meeting Minutes)

Motion to adjourn South Camden Water & Sewer District Board of Directors.

RESULT: PASSED [5-0]
MOVER: Ross Munro
AYES: Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydtlett, Troy Leary

Chair White adjourned the South Camden Water & Sewer Board of Directors and reconvened the Board of Commissioners.

ITEM 7. CONSENT AGENDA

A. BOC Meeting Minutes

- December 5, 2022 Joint Meeting
- January 3, 2023 Regular Meeting

B. Budget Amendments

2022-23-BA026
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, 2023.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
10330510-402003	LESO Disposal Revenue	\$9,275	
Expenses			
105100-557003	LESO Property Expense	\$9,275	


This Budget Amendment is made to appropriate additional funds from the Sale of LESO property to LESO property expenses.

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 6th day of February, 2023.

Karen M. Davis Clerk to Board of Commissioners
Tiffney White Chair, Board of Commissioners



2022-23-BA027
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, 2023.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
63380400-433500	Miscellaneous Revenue (Boat Ramp Fund)	\$100,000	
Expenses			
636120-557000	Miscellaneous Expense (Boat Ramp Fund)	\$100,000	


This Budget Amendment is made to appropriate funds received from the State in last fiscal year after the budget was approved for this fiscal year.

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 6th day of February, 2023.

Karen M. Davis Clerk to Board of Commissioners
Tiffney White Chair, Board of Commissioners



2022-23-BA028
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, 2023.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Expenses			
104100-545000	Contracted Services	\$8,000	
104940-502000	Salaries – Economic Development		\$8,000


This Budget Amendment is made to appropriate funds into Contracted Services from Salaries of an unfilled position for the Lobbyist.

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 6th day of February, 2023.

Karen M. Davis Clerk to Board of Commissioners
Tiffney White Chair, Board of Commissioners



Attachment: bocminutes_020623 (BOC Meeting Minutes)

C. School Budget Amendments

Budget Amendment
Camden County Schools Administrative Unit
Federal Grant Fund

The Camden County Board of Education at a meeting on the 12th day of January 2023 passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2023.

Code Number	Description of Code	Amount	
		Increase	Decrease
5200	Special Population Services	65,697.65	
8100	Payments to Other Gov't Units	979.02	

Explanation: Revenues increased for carryover funds

Total Appropriation in Current Budget	\$ 1,582,351.11
Amount of Increase/Decrease of Above Amendment	+ 66,676.67
Total Appropriation in Current Amended Budget	\$ 1,583,330.13

Passed by majority vote of the Board of Education of Camden County on the 12th day of January, 2023.

[Signature]
Chairman, Board of Education

[Signature]
Secretary, Board of Education

We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes on the minutes of said Board, this 14th day of February 2023.

[Signature]
Chairman, Board of County Commissioners

[Signature]
Clerk, Board of County Commissioners

Budget Amendment
Camden County Schools Administrative Unit
State Public School Fund

The Camden County Board of Education at a meeting on the 12th day of January 2023 passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2023.

Code Number	Description of Code	Amount	
		Increase	Decrease
5100	Regular Instructional Services	2,012.64	
6500	Operational Support Services		2,190.59
6600	Financial and Human Resources	3,855.34	

Explanation:

Total Appropriation in Current Budget	\$ 18,193,247.01
Amount of Increase/Decrease of Above Amendment	+ 3,677.39
Total Appropriation in Current Amended Budget	\$ 18,196,924.40

Passed by majority vote of the Board of Education of Camden County on the 12th day of January 2023.

[Signature]
Chairman, Board of Education

[Signature]
Secretary, Board of Education

We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes on the minutes of said Board, this 16th day of February 2023.

[Signature]
Chairman, Board of County Commissioners

[Signature]
Clerk, Board of County Commissioners

D. DMV Monthly Report

STATE OF NORTH CAROLINA
COUNTY OF CAMDEN

TO: The Tax Administrator of Camden County March, 23 Renewals Due 4/15/23

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	COURTHOUSE	SHILOH	TOTAL
42,947.53	40,440.49	25,088.43	108,476.45

Witness my hand and official seal this 7th day of February 2023

[Signature]
Chair, Camden County Board of Commissioners

Attest:

[Signature]
Clerk to the Board of Commissioners of Camden County

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

[Signature]
Tax Administrator of Camden County

E. Pickups, Releases & Refunds

NAME	REASON	NO.
Ahmedin Numanovic	Turned in Plates - Refund	Pick-up/23235
	\$128.70	59994813
Christopher Dale Martin	Turned in Plates - Refund	Pick-up/23219
	\$114.55	64368492
Cheyenne Sky Burley	Turned in Plates - Refund	Pick-up/23218
	\$159.28	61680518
Johnny Paul Forehand, Jr.	Turned in Plates - Refund	Pick-up/23216
	\$267.03	66275876
Ronald Eugene Edwards	Boat sold 2020 - Release tax bill	Pick-up/23211
	\$205.78	P-20841-2021
Cynthia Popovich	Should for Currituck County - Refund	Pick-up/23209
	\$328.35	69835943
Nathaniel Scott Morse	Turned in Plates - Refund	Pick-up/23208
	\$199.27	66705554
Emily Rose Diehl	Turned in Plates - Refund	Pick-up/23202
	\$170.06	66629865
Daniel W. Melvin	Code Enforcement - Pick-up	Pick-up/23237
	\$3,000.00	R-15427-2022
Kevin Robert Patterson	Turned in Plates - Refund	Pick-up/23238
	\$220.94	67811943
Down River Farms, Inc.	Turned in Plates - Refund	Pick-up/23239
	\$133.41	70035119
David Michael Foss	Turned in Plates - Refund	Pick-up/23242
	\$197.21	63137007
Kathryn Alexandra Wiesner	Turned in Plates - Refund	Pick-up/23248
	\$101.63	68043738
Henderson Audiometrics	Turned in Plates - Refund	Pick-up/23249
	\$169.99	50738222

F. Refunds Over \$100

ACS Tax System		REFUNDS OVER \$100.00		CAMDEN COUNTY	
1/27/23 14:37:42		Refunds to be Issued by Finance Office			
Refund\$	Remit To:	Reference:	Drawer/Transaction Info:		
168.96	DUNCAN & SON 263 SANDERLIN ROAD SHAWBORO NC 27973	2022 R 02-8944-00-79-4000.0000 overpayment	20221220	1	271082
218.72	DUNSTAN, GARLAND H. JR P.O. BOX 402 KITTY HAWK NC 27949	2022 R 03-8965-00-64-0570.0000 OVERPAID ON ACCOUNT 22181	20221230	3	271571
1,023.97	SEABOARD DEVELOPMENT ALLIANCE 2875 FORGE RD TOANO VA 23168	2022 R 038965002467020000.0000 overpayment R159776 2022	20221221	1	271137
206.89	STATE EMPLOYEES' CU- R MCCOY PO DRAWER 25279 RALEIGH 27611	2022 R 03 8952 02 69 8199.0000	20221220	2	271102
186.35	SWAIN & TEMPLE INC 149 LILLY RD SOUTH MILLS NC 279769533	2022 R 01-7979-00-94-5653.0000 overpayment #155125	20230105	1	271926
1,804.89	Total Refunds				***
Submitted by <u>Lisa S. Anderson</u> Date <u>1-27-23</u>					
Lisa S. Anderson, Tax Administrator Camden County					
Approved by <u>Tiffney White</u> Date <u>2-7-23</u>					
Tiffney White, Chairman Camden County Board of Commissioners					

Attachment: bocminutes_020623 (BOC Meeting Minutes)

G. Tax Collection Report

Tax Collection Report DECEMBER 2022					
Day	Amount	Amount	Name of Account	Deposits	Internet
	\$	\$	\$	\$	\$
1	35,372.36			35,372.36	
2	19,768.29		Refund - \$60.46	19,768.29	
	94,526.39		Refund - \$11.70	94,526.39	
6	27,304.05			27,304.05	
7	52,863.22			52,863.22	
8	36,278.50		Refund - \$1.00	36,278.50	
9	50,593.84			50,593.84	
	149,628.59			149,628.59	
12	174.44		DEBT SET-OFF- Refund - \$19.98		174.44
	111,613.77		Refund - \$3.37	111,613.77	
13	57,826.73			57,826.73	
14	79,631.06			79,631.06	
	170,442.45			170,442.45	
15	75,349.27		Refund - \$0.38	75,349.27	
16	40,905.91		PSN - Refund - \$325.36		40,905.91
	93,588.99			93,588.99	
19	106,221.63		Refund - \$3.00	106,221.63	
20	31,612.17		Refund - \$206.89	31,612.17	
	45,428.29		Refund - \$168.96	45,428.29	
21	71,117.13		Refund - \$1,023.97	71,117.13	
22	150,196.75			150,196.75	
28	56,053.78			56,053.78	
	223,313.60			223,313.60	
29	153,295.37		Refund - \$84.36	153,295.37	
30	157,629.05			157,629.05	
	24,011.22		Refund - \$218.72	24,011.22	
	31,088.99		Refund - \$1.00	31,088.99	
	64,741.41		PSN - Refund - \$65.78		64,741.41
			\$331.15 posted on Dec.31,2022		
			paid by J.Banks for refund.		
	\$2,210,577.25			\$2,104,755.49	\$ 105,821.76
Total Deposits and PSN	\$2,210,577.25			\$2,210,577.25	
			PSN Check fees - \$53.90 - for info only, fees were paid to PSN		
	\$ (2,194.93)	Refund			
	\$ -	Over			
		Shortage			
	\$ 0.30	Adjustment			
NET TOTAL	\$2,208,382.62				

Submitted by: Lisa S. Anderson Date: 1-12-23
 Approved by: [Signature] Date: 2-7-23

Attachment: bocminutes_020623 (BOC Meeting Minutes)

H. Vehicle Tax Refunds Over \$100


REFUNDS OVER \$100.00

North Carolina Vehicle Tax System														
NCVTS Pending Refund report														
December, 22 Refunds Over \$100.00														
Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction
CURRITTUCK COUNTY TAX DEPT	POPOVICH, CYNTHIA KAY		P.O. BOX 9	CURRITTUCK, NC 27929	Adjustment >= \$100	0069835943	JHY9442	AUTHORIZED	177695590	Refund Generated due to adjustment on Bill #0069835943-2022-0000-0000	Change of County	12/28/2022	12/29/2022 12:35:18 PM	1843 Tax (\$309.16) (\$15.46) (\$324.62)
														2 Tax (\$3.55) (\$0.18) (\$3.73) Refund \$328.35
DIELH, EMILY ROSE	DIELH, EMILY ROSE		103 DOGWOOD DR	CAMDEN, NC 27921	Proration	0066629885	NX4126	AUTHORIZED	177606838	Refund Generated due to proration on Bill #0066629885-2021-0000-0000	Tag Surrender	12/16/2022	12/20/2022 3:33:08 PM	1843 Tax (\$168.13) (\$1.93) (\$166.20) 2 Tax (\$1.93) \$0.00 (\$1.93) Refund \$170.06
														1843 Tax (\$168.13) \$0.00 (\$168.13) 2 Tax (\$1.93) \$0.00 (\$1.93) Refund \$170.06
HEWITT, LINDSEY WARREN	HEWITT, LINDSEY WARREN	HEWITT, PATRICIA DAYTON	186 SPENCE LN	SOUTH MILLS, NC 27976	Proration	0050946515	19CS8M	AUTHORIZED	177364382	Refund Generated due to proration on Bill #0050946515-2021-0000-0000	Tag Surrender	12/14/2022	12/15/2022 9:49:41 AM	1843 Tax (\$275.05) (\$3.16) (\$278.21) 1 Tax (\$3.16) \$0.00 (\$3.16) Refund \$275.05
														1843 Tax (\$275.05) \$0.00 (\$275.05) 1 Tax (\$3.16) \$0.00 (\$3.16) Refund \$275.05
MORSE, NATHANIEL SCOTT	MORSE, NATHANIEL SCOTT		205 HOLLAND DR	CAMDEN, NC 27921	Proration	0068705554	TJX7817	AUTHORIZED	177918108	Refund Generated due to proration on Bill #0068705554-2021-0000-0000	Tag Surrender	12/29/2022	12/30/2022 8:53:05 AM	1843 Tax (\$197.01) (\$2.26) (\$199.27) 2 Tax (\$2.26) \$0.00 (\$199.27) Refund \$197.01
														1843 Tax (\$197.01) \$0.00 (\$197.01) 2 Tax (\$2.26) \$0.00 (\$199.27) Refund \$197.01
PREGMON, BRANTON MATHEW	PREGMON, BRANTON MATHEW		136 OLD FAMILY PL	SOUTH MILLS, NC 27976	Adjustment >= \$100	0050597742	TBN5146	AUTHORIZED	177364374	Refund Generated due to proration on Bill #0050597742-2022-0000-0000	Military	12/14/2022	12/15/2022 9:45:20 AM	1843 Tax (\$187.48) (\$2.18) (\$189.66) 1 Tax (\$2.18) \$0.00 (\$189.66) Refund \$187.48
														1843 Tax (\$187.48) \$0.00 (\$187.48) 1 Tax (\$2.18) \$0.00 (\$189.66) Refund \$187.48
RIGGS, CLAYTON DALE	RIGGS, CLAYTON DALE		876 S SANDY HOOK RD	SHILOH, NC 27974	Proration	0049202268	FJV7901	AUTHORIZED	177482666	Refund Generated due to proration on Bill #0049202268-2022-0000-0000	Tag Surrender	12/16/2022	12/19/2022 10:32:01 AM	1843 Tax (\$178.48) (\$2.06) (\$180.54) 3 Tax (\$2.06) \$0.00 (\$180.54) Refund \$178.48
														1843 Tax (\$178.48) \$0.00 (\$178.48) 3 Tax (\$2.06) \$0.00 (\$180.54) Refund \$178.48
WHITEHURST, LAFAYETTE WASHINGTON	WHITEHURST, LAFAYETTE WASHINGTON	WHITEHURST, PHYLIS BENTON	17 CAMDEN CSWY	ELIZABETH CITY, NC 27909	Proration	0046561076	XYV6788	AUTHORIZED	265252137	Refund Generated due to proration on Bill #0046561076-2021-0000-0000	Tag Surrender	12/02/2022	12/5/2022 2:50:55 PM	1843 Tax (\$134.12) \$0.00 (\$134.12) 1004 Tax (\$14.08) \$0.00 (\$14.08) 1004 Vehicle Fee \$0.00 \$0.00 (\$0.00) Refund \$148.30
														1843 Tax (\$134.12) \$0.00 (\$134.12) 1004 Tax (\$14.08) \$0.00 (\$14.08) 1004 Vehicle Fee \$0.00 \$0.00 (\$0.00) Refund \$148.30

Submitted by Lisa S. Anderson Date 1-5-23
Lisa S. Anderson, Tax Administrator Camden County

Approved by: Tiffney White Date 2-7-23
Tiffney White, Chairman Camden County Board of Commissioners

I. Resolution Authorizing County Manager to Dispose of Surplus Personal Property


Resolution 2023-02-04

**Resolution of the Camden County Board of Commissioners
Authorizing the County Manager to Dispose of Surplus Personal Property
In Accordance with General Statute 160A-226**

WHEREAS, North Carolina General Statute 160A-266 provides authority for the governing body to delegate to the County Manager the authority to declare surplus any personal property with a value up to thirty thousand dollars (\$30,000) for any one item or group of items, to set its fair market value and to convey title to the property for the county in accord with the regulations; and

WHEREAS, the Camden County Commissioners have determined it to be in the best interest of the Unified Government of Camden County to delegate to the County Manager the authority to dispose of surplus personal any item or group of items with a fair market value of up to ten thousand dollars (\$10,000).

NOW, THEREFORE BE IT RESOLVED by the Camden County Board of Commissioners that the County Manager is hereby authorized to dispose of any surplus personal property owned by the County of Camden, whenever he or she determines, that:

Section 1: (a) The item or group of items has a fair market value of less than ten thousand dollars (\$10,000); (b) The property is no longer necessary for the conduct of public business; (c) Sound property management principles and financial considerations indicate that the interests of the County would best be served by disposing of the property.

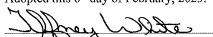
Section 2: The County Manager may dispose of any such surplus personal property by any means which he or she judges reasonably calculated to yield the highest available sale price in money or other consideration, including but not limited to the methods of sale provided in Article 12 of North Carolina General Statute Chapter 160A. Such sale may be public or private, and with or without notice and minimum waiting period.

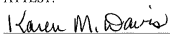
Section 3: The surplus property shall be sold to the party who tenders the highest offer, or exchanged for any property or services useful to the County if greater value may be obtained in that manner, and the County Manager is hereby authorized to execute and deliver any applicable title documents. If no offers are received with a reasonable time, the County Manager may retain the property, obtain any reasonably available salvage value or cause it to be discarded. No surplus property may be donated to any individual or organization except by resolution of the Board of Commissioners.


Section 4: The County Manager shall keep a record of all property sold under authority of this resolution and that record shall generally describe the property sold or exchanged, to whom it was sold or with whom exchanged and the amount of money or other consideration received for each sale or exchange.

Section 5: This Resolution is enacted pursuant to the provisions of N.C. General Statute 160A-2A-266(c).

Adopted this 6th day of February, 2023.


Tiffany White, Chair
Camden County Board of Commissioners

ATTEST:

Karen M. Davis
Clerk to the Board of Commissioners



J. 2023-2024 Annual Budget & CIP Calendar

CAMDEN COUNTY FISCAL YEAR 2023-2024 ANNUAL BUDGET & CIP CALENDAR			CAMDEN COUNTY FISCAL YEAR 2023-2024 ANNUAL BUDGET & CIP CALENDAR		
DATE	PROCEDURE	ACTION BY	DATE	PROCEDURE	ACTION BY
February 9	Budget Officer & Finance Officer meet at 9 am to discuss this year's priorities	County Manager Finance Officer	May 1-5	Compile Budget Document & Budget Message for presentation to Commissioners	County Manager Finance Officer
February 22	Board of Commissioner's Retreat to discuss this year's priorities	Budget & Finance Officer Bd. Of Commissioners	May 1	Set Public Hearing on Budget (C.S. 159-12(A) & Public Hearing on CIP (Not statutorily required))	Clerk to Board
March 7	Budget Workbooks Available for Department Heads and County Agencies to pick up	County Manager Finance Officer	May 3	Budget Work Session (Library, 1 pm)	Board of County Commissioners
March 10	All 2023-2027 Capital Improvement Plan (CIP) requests are due to County Manager's Office	Department Heads Bd. Of Education	May 4	Review Budget Requests with Department Heads as requested by Budget Officer	County Manager Finance Officer
March 24	Deadline to submit New Position Requests and Other Position Changes for FY23-24 to Personnel & Finance Office	Department Heads	May 15	Budget & CIP Available to BOC/Public. Advertise Budget & CIP available to Public: (Publication date: May 15)	County Manager Clerk to Board
March 29	All Final Budget Requests from County Departments, Fire Districts and Non-County Organizations due in Manager's office by 5:00 P.M. (C.S. 159-10)	Department Heads, Fire Districts & Non-County Organizations	June 5	Public hearing(s) on FY 23-24 Budget (& CIP) (7pm)	Board of County Commissioners
March 29-31	County Manager & Finance Officer to meet with Department Heads if needed	County Manager Department Heads	June 5	Consideration of Budget Ordinance (C.S. 159-13A) & Consideration of CIP (7pm)	Board of County Commissioners
April 4	Estimated Tax Valuation Due	Tax Administrator	June 12	Adoption of Budget Ordinance & Adoption of CIP if not approved June 5 (7pm)	Board of County Commissioners
April 5	Budget, Finance & CIP Work Session, 1 pm (Library)	County Manager Bd of Commissioners Tax Administrator	June 19	Special Meeting to adopt budget if needed	Board of County Commissioners
April 10	Revenue Estimates Due	Finance Officer	June 23	File Copies of Adopted Budget with County Finance Officer and Clerk (C.S. 159-13(d))	Budget Officer
April 20	Camden County Board of Education's Final Proposed Budget due to County Manager	School Board			
April 20	Compile Budget Requests & deliver to County Manager	Finance Officer			
April 20-21	Review and Analyze Budget Requests	County Manager			
April 24	Budget Meeting, 9 am	County Manager Finance Officer			
- 1 -			- 2 -		

Motion to approve the Consent Agenda as presented.

RESULT: PASSED [5-0]
MOVER: Tiffney White
AYES: Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydtlett, Troy Leary

ITEM 8. COUNTY MANAGER'S REPORT

County Manager Erin Burke included the following in her report:

- Attended the following meetings:
 - Tourism Development Authority
 - Albemarle Regional Jail Board
 - Legislative Coffee Meeting
 - GREAT Grant Zoom Meeting
- Success Academy Temporary Arrangements
- Mid-Year Budget Reviews with Departments
- Gregory Poole Ribbon Cutting
- Treasure Point Rural Education Center Meeting with Architects
- UNC School of Government Strategic Planning Workshop
- YMCA Director Meeting
- East Coast Greenways Trail Extension Discussion
- UNC School of Government Top 10 Land Use Planning Primer
- South Mills Water Association Discussion
- EMS Working Group
- RFQ Report for the Administrative Complex

ITEM 9. COMMISSIONERS' REPORTS

Commissioner Leary included the following in his report:

- Attended Public Safety Joint Meeting for Camden and Pasquotank Counties
 - Both counties were awarded grants for safety equipment and trailers.
 - Primary concerns include drug overdoses and guns in schools.
 - Expressed appreciation to the first responders and law enforcement officers.

Vice-Chair Munro included the following in his report:

- Attended Albemarle Regional Jail Board Meeting
 - Increased pay for correctional officers by 7% with an additional possible increase before the end of the year.
 - Shortage of 15 male correctional officers; accepting applications.
- Suggested that the Board consider a possible pay increase for Camden's law enforcement officers to keep them on pace with the salaries of the correctional officers.
- Attended Tourism Development Authority Meeting – Paddle for the Border is May 6th, all available slots were filled within 72 hours.
- Elizabeth City is offering Hometown Sponsorship packages for the upcoming Coast Guard Marathon.

Commissioner Krainiak included the following in his report:

- Attended the Social Services Advisory Board Meeting and spoke highly of the new DSS Director, Ms. Stephanie Wyche.

Commissioner Aydlett included the following in her report:

- Attended the Albemarle Regional Health Services
- Attended an Albemarle Commission Meeting
- Attended EMS Working Group Meeting
- Will attend the upcoming EMS Meeting

Chair White included the following in her report:

- Met with County Manager Burke and Mr. Bob Steinburg
- Attended the Essentials of County Government course in Raleigh along with Commissioners Leary and Aydlett
- Met with legislative representatives along with Mrs. Burke.
- Attended an Albemarle Commission Meeting
- Attended NCACC County Government Leadership training in Raleigh
- Attended the South Mills Volunteer Fire Department Dinner

ITEM 10. INFORMATION, REPORTS & MINUTES FROM OTHER AGENCIES

Included for information only:

- A. Register of Deeds Report
- B. Library Report
- C. Fire Prevention Report

ITEM 11. OTHER MATTERS

South Mills Water Association Contract – Emergency Water Provision

Due to an emergency at the South Mills Water Association's plant on February 2, 2023, the Association requested that the County sell an additional 30,000 gallons per day until the plant could be operational. The Board held an Emergency Meeting on February 3, 2023 and approved the sale of additional water as stipulated in a contract to be drawn by the County Attorney.

Motion to authorize the County Manager, in consultation with the County Attorney, to sign a contract with the South Mills Water Association.

RESULT:	PASSED [5-0]
MOVER:	Sissy Aydlett
AYES:	Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

ITEM 12. ADJOURN

Motion to adjourn.

RESULT:	PASSED [5-0]
MOVER:	Sissy Aydlett
AYES:	Tiffney White, Ross Munro, Randy Krainiak, Sissy Aydlett, Troy Leary

There being no further matters for discussion Chair White adjourned the meeting at 7:36 PM.

**Camden County Board of Commissioners
Camden County Board of Education
Joint Meeting
February 13, 2023
5:30 PM – Closed Session
6:30 PM – Open Session
Camden County Public Library**

A joint meeting of the Camden County Board of Commissioners and Camden County Board of Education was held in the Boardroom of the Camden Public Library at 5:30 PM on February 13, 2023. The primary purpose of the meeting was to discuss matters relating to the construction of the new high school.

Board Members Present

Board of Commissioners: Chair Tiffney White, Vice Chair Ross Munro, Commissioners Randy Krainiak, Sissy Aydllett and Troy Leary.

Camden County Board of Education: Chair Jason Banks, Vice Chair Chris Purcell, Board Members Kevin Heath and Magen O’Neal. Board member Christian Overton joined by conference call.

Others Present

Camden County – County Manager Erin Burke, County Attorney John Morrison, Clerk to the Board Karen Davis.

Camden County Schools – Interim Superintendent Dr. Travis Twiford, Attorney Johny Hallow, Administrative Assistant Anita Cuthrell.

Call to Order

Chair Tiffney White called to order the Camden County Board of Commissioners and Vice Chair Chris Purcell called to order the Camden County Board of Education.

Consideration of the Agenda

Commissioner Leary offered a motion to approve the agenda as presented. The motion passed with all commissioners voting aye and no commissioner voting no.

Board of Education member Kevin Health offered a motion to approve the agenda as presented. The motion passed with all board members voting aye and no board member voting no.

Closed Session

Commissioner Aydllett offered a motion to go into Closed Session to consult with the attorneys in matters relating to attorney-client privilege. The motion passed with all commissioners voting aye and no commissioner voting no.

Board of Education member Magen O’Neal offered a motion to go into Closed Session, which was seconded by Vice Chair Purcell. The motion passed with all board members voting aye and no board member voting no.

The Boards went into Closed Session to consult with the board attorneys in matters relating to attorney-client privilege.

At the conclusion of the Closed Session, Commissioner Aydllett made a motion to come out of Closed Session. The motion passed with all commissioners voting aye and no commissioner voting no.

Board of Education Vice Chair Chris Purcell made a motion to come out of Closed Session, which was seconded by Board Member Magen O’Neal. The motion passed with all board members voting aye and no board member voting no.

Reconvene

Chairs Tiffney White and Dr. Jason Banks reconvened the Board of Commissioners and Board of Education respectively.

High School Facilities Discussion

The discussion centered around questions from the boards to MB Kahn representatives Bill Cram and Maggie Dittmar in regard to the budget analysis for the construction of the new high school.

Maggie Dittmar began by providing clarification on the comparison of the proposed high school in Camden to the school in Alamance County. She explained that it is difficult to compare two projects that are bidding and budgeting at different times periods. The Alamance County project was bid over two years ago, prior to the inflation that took place during COVID.

Commissioner White questioned the salary overhead.

Mr. Bill Cram explained in an effort to be completely transparent, the salary overhead includes salaries, taxes, benefits, vehicles, travel expenses as appropriate. The figure will be refined as the project gets closer to a start date.

Commissioner Krainiak questioned the cost per square foot in comparison to the project in Alamance County and other areas in northeastern North Carolina.

Mr. Cram explained that they start off with a summary-level estimate and work off of square-foot numbers, not a lot of detail. They received input from 30-40 subcontractors and vendors in this area to assist in the budgeting process. When the project is ready to go to bid, each portion of this project will be competitively and publicly bid pursuant to North Carolina General Statutes.

Commissioner White questioned the \$2500 cost of the office trailer.

Mr. Cram explained that it will be at least a double-wide or possibly a triple-wide office trailer to have enough space to hold subcontractor meetings on site, likely 40-50 people at a time, until such time the project is completed sufficiently to hold the meetings within the building.

Dr. Jason Banks questioned the escalation figures and how it ties in to the bid process.

Mr. Cram explained that at the time the estimate was prepared was about 12-14 months timeframe before the bids. As inflation drops, it doesn't mean that prices are doing down; it just means that prices are not going up as fast. When the project actually goes to the bid market and they receive actual pricing from the bid contractors, there will no be a line item for escalation. The guaranteed maximum price will be in place at that time for inflation or escalation. At that time every bid will be reviewed to ensure that the contractors have included the entire scope of the project. Again, this process is followed pursuant to the requirements of the North Carolina General Statutes.

Commissioner Munro inquired as to how often the contingency funds are returned. Mr. Cram stated that it is rare to not have funds to return to the agency.

Commissioner Aydtlett questioned in regard to the contingency funds for the library project. Mr. Cram stated that the library project was bid at an unusual time and there were some issues. In addition, this project took place during rapid inflation and at a time when the construction industry was extremely busy and it was difficult to find some contractors that were interested in a small project.

Commissioner Munro inquired as to the capacity of the current construction plan. The current construction plan is at a capacity of 600 students. The current number of students is 614, which means 'as is' the new site will open over capacity.

Commissioner Munro raised the concern that with the awarding of each new grant, the budget of the new school consistently grew by the same amount as the grant.

County Manager Erin Burke stated that the recommendation at the Board of Education meeting was that the Board of Education should seek the full \$83 million, which would be the entire amount allocated through bond referendum and grant funding. It may not be the full project scope according to the current budget, but the recommendation to receive the full \$83 million would be essentially allocating the full \$83 million to the project. Whether or not the project costs that much, we don't know. But if we allocate the full \$83 million to the project, we have no way of reining that back in and protecting the taxpayers.

Ms. Dittmar explained that when the program was getting started, the budget was much higher than the original budget. There were additional pieces of the project such as athletic fields and others that would potentially be bid as alternates to get into the budget that was allocated by the County Commissioners at that time, a smaller grant with

the \$33 million loan. In order to build a high school within that budget, the team was working through cutting scope. When additional funding became available, the team was asked to do a new estimate, about a year later. An additional budget was again requested for the new grant, including more escalation built in. It was not the team's goal to create a project that costs \$83 million; it was the team's goal to create a project that will accommodate more than 600 students.

Dr. Banks added that the interest rates were a reason the team was asked to put together the budget for that time.

Mr. Purcell clarified that the \$73 million would allow the addition of the extra classrooms to plan for growth, along with one other item for programming.

Dr. Banks stated that at the next board meeting, the Board of Education will be looking at options and ranking priorities for adding items back to the plan. Increasing capacity is the consensus among the Board of Education members as a priority.

Mr. Purcell added that \$73 million, \$50 million in grant funds and \$23 million in loans, would provide a school with a higher capacity than originally planned, and also bring the bond referendum at \$10 million under what was originally authorized by the vote.

Mrs. Burke stated that if the \$73 million build a high school with classrooms that will move us into the future, that would be the way to move forward. It is important to guarantee that we will not open the doors to an over-capacity building.

Mr. Purcell inquired as to when the Board of Education could expect to get the final budget from the County to finalize the plan to move forward.

County Attorney John Morrison stated that it would be appropriate for the boards to discuss the final budget allocation and Board of Education Attorney Johnny Hallow agreed.

It was decided that after the Board of Education's next meeting, there will be a better idea of exactly what is being requested.

Mr. Cram offered for the team to return to conduct a workshop as the project moves forward.

There was brief discussion in regard to technology, which is also included in the scope, including installation and infrastructure. It is his recommendation that those items not be selected until later in the project so as to ensure the most up-to-date technology will be installed in the new school.

Mike Lawrence requested to address the Boards. His question was in regard to the taxes already being collected for the school.

Commissioner Munro confirmed that the money is still in the appropriate account and has not been spent on any other purpose.

Mrs. Burke clarified that there are two separate funds; one for operational expenses and one for high school construction. The funds have been collected, but have not been spent. The county to date has spent just over \$3 million on the project, not including the land purchase. While those monies are growing, the county has also spent General Fund monies for the design project.

Mr. Purcell questioned that if the amount for the loan comes in a \$23 million versus \$33 million, if there will be a tax deduction.

Mrs. Burke indicated that that will be a discussion for the Board of Commissioners. Commissioner White responded in that it will depend on a decision of the Commissioners at that time.

Adjourn

There being no further matters for discussion Commissioner Aydlett offered a motion to adjourn. The motion passed with all commissioners voting aye and no commissioner voting no.

Board of Education Vice Chair Chris Purcell offered a motion to adjourn. The motion was seconded by Board member Kevin Heath. The motion passed with all board members voting aye and no board member voting no.

The meeting adjourned at 7:20 PM.



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Consent Agenda

Item Number: 7.B

Meeting Date: March 06, 2023

Submitted By: Karen Davis, Clerk to the Board
Finance
Prepared by: Stephanie Jackson

Item Title **Budget Amendments**

Attachments: 22-23 BA 030 Revaluation Fund Supplies (DOC)
22-23 BA 031 County Manager Travel Allowance
(DOC)
22-23 BA 032 Gift Shop Sales (DOC)

2022-23-BA030

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, 2023.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
70399400-439900	Fund Balance Appropriated	\$10,000	
Expenses			
704200-533000	Supplies	\$10,000	

This Budget Amendment is made to appropriate funds from fund balance appropriated in the Revaluation fund to the supplies expense for needed supplies to send out mailings.

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 6th day of March, 2023.

Clerk to Board of Commissioners

Chair, Board of Commissioners

Attachment: 22-23 BA 030 Revaluation Fund Supplies (Budget Amendments)

2022-23-BA031

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, 2023.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
70399400-439900	Fund Balance Appropriated	\$4,200	
Expenses			
104100-514000	Travel	\$4,200	

This Budget Amendment is made to appropriate funds from fund balance appropriated in the Administration Travel line per County Manager's contract.

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 6th day of March, 2023.

Clerk to Board of Commissioners

Chair, Board of Commissioners

Attachment: 22-23 BA 031 County Manager Travel Allowance (Budget Amendments)

2022-23-BA032

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, 2023.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
3235060-438400	Gift Shop Sales	\$3,500	
Expenses			
326000-527400	Purchase for Resale	3,400	
326000-537000	NC Sales Tax	50	
326000-537001	County Sales Tax	50	

This Budget Amendment is appropriate additional monies received from sales to expenses.

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 6th day of March, 2023.

Clerk to Board of Commissioners

Chair, Board of Commissioners

Attachment: 22-23 BA 032 Gift Shop Sales (Budget Amendments)



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Consent Agenda

Item Number: 7.C

Meeting Date: March 06, 2023

Submitted By: Karen Davis, Clerk to the Board
Schools
Prepared by: Karen Davis

Item Title **School Budget Amendments**

Attachments: School Budget Amendments (PDF)

Budget Amendment

Camden County Schools Administrative Unit

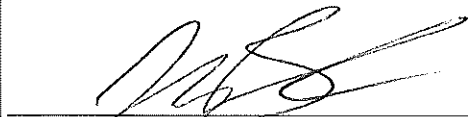
Federal Grant Fund

The Camden County Board of Education at a meeting on the 9th day of February 2023 passed the following resolution.

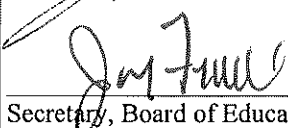
Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2023.

Code Number	Description of Code	Amount	
		Increase	Decrease
5100	Regular Instructional Services	1,680.54	
5200	Special Population Services	75,775.77	
5300	Alternative Programs & Srvs.	24,007.38	
5400	School Leadership Services	10,557.00	
5800	School-Based Support Srvs.		24,007.38
8100	Payments to Other Gov't Units	1,910.85	
Explanation: Revenues increased for carryover funds			
Total Appropriation in Current Budget		\$	1,583,330.13
Amount of Increase/Decrease of			
Above Amendment		+	89,924.16
Total Appropriation in Current Amended			
Budget		\$	1,673,254.29

Passed by majority vote of the Board of Education of Camden County on the 9th day of February, 2023.



Chairman, Board of Education



Secretary, Board of Education

We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes on the minutes of said Board, this ____ day of _____ 20 ____.

Chairman, Board of County Commissioners

Clerk, Board of County Commissioners

BUDGET AMENDMENT

February 9, 2023

3. Federal Grant Fund

- A. We have received an allotment revision and reviewed this area of the budget and find that we must increase funds within the budget. We request your approval of the following amendment.

Career & Technical Education - ProgramProject #23-017-150

3.5120.017.411 Supplies & Materials	\$	+	1,680.54
3.5120.017.462 Pur. of Non-Cap Equipment		+	464.76
3.5120.017.418 Computer Software & Supplies		-	464.76
3.8100.017.392 Indirect Cost		+	<u>41.46</u>

Total – Career & Technical Education - Program	\$	+	1,722.00
			=====

3.3600.017 Revenue – Career & Technical Ed	\$	-	1,722.00
			=====

- B. We have reviewed this budget and need to transfer funds within the budget. We request your approval of the following amendment.

ESEA Title I – Basic ProgramProject #23-050-150

3.5330.050.162 Substitute Pay	\$	+	750.00
3.5330.050.211 Emp. Soc. Sec. Costs		+	57.38
3.5880.050.411 Supplies & Materials		-	<u>807.38</u>

Total – ESEA Title I – Basic Program	\$	+	0.00
			=====

- C. We have received an allotment revision and reviewed this area of the budget and find that we must increase funds within the budget. We request your approval of the following amendment.

IDEA Title VI-B HandicappedProject #23-060-150

3.5210.060.121 Salary - Teacher	\$	+	48,510.00
3.5210.060.162 Substitute Pay		-	3,506.82
3.5210.060.163 Substitute Pay		+	1,000.00
3.5210.060.181 Supplementary Pay		+	1,800.00
3.5210.060.211 Emp. Soc. Sec. Costs		+	3,580.45
3.5210.060.221 Emp. Retirement Costs		+	<u>12,169.99</u>

BUDGET AMENDMENT
Federal Grant Funds
February 9, 2023, Page 2

3.5210.060.231 Emp. Hosp. Ins. Costs	+	5,737.14
3.5210.060.233 Unemployment Ins. Costs	+	3.90
3.8100.060.392 Indirect Cost	+	<u>1,709.50</u>

Total – IDEA Title VI-B Handicapped	\$	+ 71,004.16
		=====

3.3600.060 Revenue – IDEA Title VI-B Handi.	\$	- 71,004.16
		=====

- D. We have received an allotment revision and reviewed this area of the budget and find that we must increase funds within the budget. We request your approval of the following amendment.

Title III – Language Acquisition

Project #23-111-150

3.5270.111.418 Computer Software & Supplies	\$	+ 331.81
3.8100.111.392 Indirect Cost	+	<u>8.19</u>

Total – Title III – Language Acquisition	\$	+ 340.00
		=====

3.3600.111 Revenue – Title III – Language Acq.	\$	- 340.00
		=====

- E. We have reviewed this budget and need to transfer funds within the budget. We request your approval of the following amendment.

IDEA IV-B Special Needs Targeted Assistance

Project #23-118-150

3.5210.118.312 Workshop Expenses	\$	+ 910.55
3.5210.118.411 Supplies & Materials	+	3,600.00
3.5210.118.418 Computer Software & Supplies	+	650.00
3.5230.118.312 Workshop Expenses	-	<u>5,160.55</u>

Total – IDEA VI-B Special Needs Targeted Asst.	\$	+ 0.00
		=====

- F. We have reviewed this budget and need to transfer funds within the budget. We request your approval of the following amendment.

GEER – Specialized Instructional Support Personnel

Project #23-169-150

BUDGET AMENDMENT
Federal Grant Funds
December 5, 2022, Page 3

3.5320.169.311 Contracted Services	\$	+	23,200.00
3.5820.169.311 Contracted Services		-	<u>23,200.00</u>
Total – GEER – Specialized Instructional Support	\$	+	0.00
			=====

- G. We have reviewed this budget and need to transfer funds within the budget. We request your approval of the following amendment.

CRRSA – ESSER II – Learning Loss Funding

Project #23-176-150

3.5350.176.211 Emp. Soc. Sec. Costs	\$	+	3,153.28
3.5350.176.221 Emp. Retirement Costs		-	<u>3,153.28</u>
Total – CRRSA – ESSER II Learning Loss Funding	\$	+	0.00
			=====

- H. We have received an allotment revision and reviewed this area of the budget and find that we must increase funds within the budget. We request your approval of the following amendment.

ESSER III – ARP IDEA Preschool Grants

Project #23-186-150

3.5230.186.461 Pur. of Non-Cap Equipment	\$	+	6,149.30
3.8100.186.392 Indirect Cost		+	<u>151.70</u>
Total – ESSER III – ARP IDEA Preschool Grants	\$	+	6,301.00
			=====
3.3600.017 Revenue – ESSER III – ARP IDEA	\$	-	6,301.00
			=====

- I. We have received an allotment revision and reviewed this area of the budget and find that we must increase funds within the budget. We request your approval of the following amendment.

ARP – ESSER III – Principal Retention

Project #23-206-150

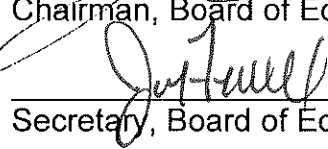
3.5410.206.181 Supplementary Pay	\$	+	7,989.00
3.5410.206.211 Emp. Soc. Sec. Costs		+	611.16
3.5410.206.221 Emp. Retirement Costs		+	<u>1,956.84</u>

BUDGET AMENDMENT
Federal Grant Funds
December 5, 2022, Page 4

Total – ARP – ESSER III – Principal Retention	\$	+ 10,557.00	=====
3.3600.206 Revenue – ARP – ESSER III Princ.	\$	- 10,557.00	=====

Passed by majority vote of the Board of
Education of Camden County on the 9th
day of February, 2023.


Chairman, Board of Education


Secretary, Board of Education

Budget Amendment

Camden County Schools Administrative Unit

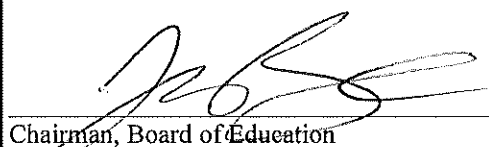
Local Current Expense Fund

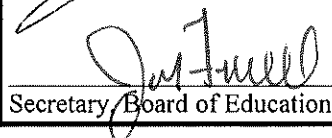
The Camden County Board of Education at a meeting on the 9th day of February, 2023 passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2023.

Code Number		Description of Code	Amount	
			Increase	Decrease
5200		Special Populations Services	156.09	
5800		School-Based Support Services	25,000.00	
6100		Support & Development Services	4,500.00	
6900		Policy, Leadership and Public		4,656.09
Explanation:				
Total Appropriation in Current Budget			\$ 3,307,865.00	
Amount of Increase/Decrease of				
Above Amendment			+ 25,000.00	
Total Appropriation in Current Amended				
Budget			\$ 3,332,865.00	

Passed by majority vote of the Board of Education of Camden County on the 9th day of February, 2023.


Chairman, Board of Education


Secretary, Board of Education

We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes on the minutes of said Board, this ____ day of _____ 20 ____.

Chairman, Board of County Commissioners

Clerk, Board of County Commissioners

Attachment: School Budget Amendments (School Budget Amendments)

BUDGET AMENDMENT

February 9, 2023

2. Local Current Expense Fund

- A. We have reviewed the allotment and must transfer money in to cover expenses. We request your approval of the following amendment.

Children with Special Needs

2.5210.849.162 Substitute Pay	\$	+	145.00
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2.5210.849.211 Emp. Soc. Sec. Costs		+	<u>11.09</u>
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Total – Children with Special Needs	\$	+	156.09
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- B. We are receiving additional funds from Albemarle Regional Health Services so we need to move money in to cover the purchase of AEDs. We request your approval of the following amendment.

Student Services – School Health

2.5840.855.461 Pur. of Non-Cap Equipment	\$	+	<u>25,000.00</u>
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Total – Student Services – School Health	\$	+	25,000.00
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- C. We have reviewed the allotment and must transfer money in to cover expenses. We request your approval of the following amendment.

Other Employee Benefits

2.6110.910.232 Emp. Workers Comp. Ins.	\$	+	<u>4,500.00</u>
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Total – Other Employee Benefits	\$	+	4,500.00
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- D. We have reviewed the allotment and must transfer money out to cover expenses. We request your approval of the following amendment.

Staff Development


2.6940.912.312 Workshop Expenses	\$	-	<u>4,656.09</u>
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Total – Staff Development	\$	-	4,656.09
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2.4490.855....01 Revenue – ARHS School Nurse	\$	-	25,000.00
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BUDGET AMENDMENT
Local Current Expense Fund
February 9, 2023, Page 2

Passed by majority vote of the Board of
Education of Camden County on the 9th
day of February, 2023.



Chairman, Board of Education

Secretary, Board of Education


Budget Amendment
Camden County Schools Administrative Unit
State Public School Fund


The Camden County Board of Education at a meeting on the 9th day of February, 2023 passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2023.

Code Number		Description of Code	Amount	
			Increase	Decrease
5100		Regular Instructional Services	75,287.48	
5200		Special Populations Services	1,491.74	
6900		Policy, Leadership & Public	338.70	
Explanation:				
Total Appropriation in Current Budget			\$	18,196,924.40
Amount of Increase/Decrease of				
Above Amendment			+	77,117.92
Total Appropriation in Current Amended				
Budget			\$	18,274,042.32

Passed by majority vote of the Board of Education of Camden County on the 9th day of February, 2023.


Chairman, Board of Education


Secretary, Board of Education

We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes on the minutes of said Board, this ____ day of _____ 20 ____.

Chairman, Board of County Commissioners

Clerk, Board of County Commissioners

Attachment: School Budget Amendments (School Budget Amendments)

BUDGET AMENDMENT

February 9, 2023

1. State Public School Fund

- A. We have reviewed this area of the budget and find that we must increase our budget to cover the benefits that will be covered at the end of the year by NCDPI that are paid during the year to employees. We request your approval of the following amendment.

Non-Contributory Employee Benefits

1.5110.009.184 Longevity	\$ + 1,443.42
1.5110.009.211 Emp. Soc. Sec. Costs	+ 110.42
1.5110.009.221 Emp. Retirement Costs	+ 353.64
1.5210.009.184 Longevity	+ 721.71
1.5210.009.211 Emp. Soc. Sec. Costs	+ 55.21
1.5210.009.221 Emp. Retirement Costs	+ 176.82
1.6940.009.184 Longevity	+ 256.30
1.6940.009.211 Emp. Soc. Sec. Costs	+ 19.61
1.6940.009.221 Emp. Retirement Costs	+ 62.79

Total – Non-Contributory Employee Benefits \$ + 3,199.92

- B. We have received an allotment revision and must decrease our budget to reflect the allotment. We request your approval of the following amendment.

Career & Technical Education - Months

1.5120.013.121 Salary - Teacher	\$ - 38,011.00
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Total – Career & Technical Education - Months \$ - 38,011.00

- C. We have received an allotment revision and must increase our budget to reflect the allotment. We request your approval of the following amendment.

Career & Technical Education - Program

1.5120.014.411 Supplies & Materials	\$ + 38,011.00
-------------------------------------	----------------

Total – Career & Technical Education - Program \$ + 38,011.00

- D. We have received an allotment revision and must increase our budget to reflect the allotment. We request your approval of the following amendment.

CTE Modernization & Support Grant

1.5120.023.411.304 Supplies & Materials	\$ + 25,000.00
1.5120.023.418.312 Computer Software & Supplies	+ 25,000.00

BUDGET AMENDMENT
 State Public School Fund
 February 9, 2023, Page 2

Total – CTE Modernization & Support Grant \$ + 50,000.00

- E. We have received an allotment revision and must increase our budget to reflect the allotment. We request your approval of the following amendment.

Third Grade RTA Bonus

1.5110.046.180 Bonus Pay	\$ + 9162.00
1.5110.046.211 Emp. Soc. Sec. Costs	+ 600.00

Total – Third Grade RTA Bonus \$ + 9,762.00

- F. We have received an allotment revision and must increase our budget to reflect the allotment. We request your approval of the following amendment.

Principal & Other Teacher Performance Bonus

1.5110.048.180 Bonus Pay	\$ + 12,000.00
1.5110.048.211 Emp. Soc. Sec. Costs	+ 918.00
1.5120.048.180 Bonus Pay	+ 650.00
1.5120.048.211 Emp. Soc. Sec. Costs	+ 50.00
1.5260.048.180 Bonus Pay	+ 250.00
1.5260.048.211 Emp. Soc. Sec. Costs	+ 288.00

Total – Principal & Other Teacher Perf. Bonus \$ + 14,156.00

- G. We have received an allotment revision and must decrease our budget to reflect the allotment. We request your approval of the following amendment.

Textbook

1.5110.130.412.308 Textbooks	\$ - 10,946.00
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Total – Textbooks \$ - 10,946.00

- H. We have received an allotment revision and must increase our budget to reflect the allotment. We request your approval of the following amendment.

Textbook & Digital Resources

1.5110.131.411.308 Supplies & Materials	\$ + 10,946.00
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Total – Textbook & Digital Resources \$ + 10,946.00

BUDGET AMENDMENT
State Public School Fund
February 9, 2023, Page 3

3100.000 Revenue – State Public School Fund \$ - 77,117.92

Passed by majority vote of the Board of
Education of Camden County on the 9th
day of February, 2023.



Chairman, Board of Education

Secretary, Board of Education

Budget Amendment

Camden County Schools Administrative Unit

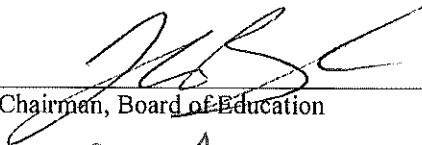
State Public School Fund

The Camden County Board of Education at a meeting on the 9th day of February, 2023 passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2023.

Code Number	Description of Code	Amount	
		Increase	Decrease
Explanation:			
	Total Appropriation in Current Budget	\$	18,274,042.32
	Amount of Increase /Decrease of		
	Above Amendment	+	0.00
	Total Appropriation in Current Amended		
	Budget	\$	18,274,042.32

Passed by majority vote of the Board of Education of Camden County on the 9th day of February, 2023.


Chairman, Board of Education


Secretary, Board of Education

We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes on the minutes of said Board, this ____ day of _____ 20__.

Chairman, Board of County Commissioners

Clerk, Board of County Commissioners

BUDGET AMENDMENT

February 9, 2023

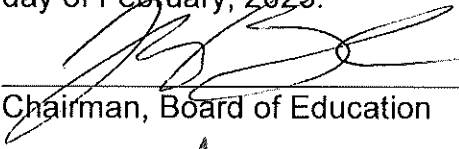
1. State Public School Fund


- A. We have reviewed this area of the budget and find that we must transfer funds within this budget. We request your approval of the following amendment.

At-Risk Student Services/Alternative Schools

1.5310.068.121 Salary - Teacher	\$ - 59,400.00
1.5310.068.162 Substitute Teacher	- 160.00
1.5310.068.211 Emp. Soc. Sec. Costs	- 4,557.00
1.5310.068.221 Emp. Retirement Costs	- 14,553.00
1.5310.068.231 Emp. Hosp. Ins. Costs	- 7,775.00
1.5310.069.121...02 Salary – Teacher	+ 59,400.00
1.5310.069.162...02 Substitute Teacher	+ 160.00
1.5310.069.211...02 Emp. Soc. Sec. Costs	+ 4,557.00
1.5310.069.221...02 Emp. Retirement Costs	+ 14,553.00
1.5310.069.231...02 Emp. Hosp. Ins. Costs	+ 7,775.00
Total – At-Risk Student Services/Alternative Schools	\$ + 0.00

Passed by majority vote of the Board of Education of Camden County on the 9th day of February, 2023.


Chairman, Board of Education


Secretary, Board of Education

Budget Amendment


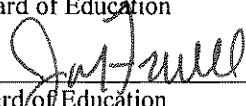
Camden County Schools Administrative Unit

Capital Outlay Fund

The Camden County Board of Education at a meeting on the 9th day of February, 2023, passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2023.

Code Number	Description of Code	Amount	
		Increase	Decrease
9100	Category I Projects	78,653.17	
9110	Category I Projects		42,416.69
9120	Category I Projects	0.00	
9130	Category I Projects		36,236.48
9200	Category II Projects	21,176.93	
9210	Category II Projects		7,365.15
9300	Category III Projects	44,567.22	
Explanation:			
Total Appropriation in Current Budget		\$	731,311.08
Amount of Increase / (Decrease) of Above Amendment			+ 58,379.00
Total Appropriation in Current Amended Budget		\$	789,690.08

<p>Passed by majority vote of the Board of Education of Camden County Schools on the 9th day of February, 2023.</p>  <p>Chairman, Board of Education</p>  <p>Secretary, Board of Education</p>	<p>We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes in the minutes of said Board, this ____ day of _____ 2____.</p> <p>Chairman, Board of County Commissioners</p> <p>Clerk, Board of County Commissioners</p>
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Attachment: School Budget Amendments (School Budget Amendments)

BUDGET AMENDMENT

February 9, 2023

4. Capital Outlay Fund

- A. We must transfer funds within Category I to cover some projects. We request your approval of the following amendment.

Category I Project

9111.076.529	Roofing Replacement	\$ +	7,985.00
9131.076.529	Door & Lock Upgrade	-	15,000.00
9101.077.521	Purchase of Modular Classroom	-	4,812.69
9103.077.541	Purchase of Security Systems	+	73,617.10
9106.077.311	Contracted Ser. – Refurbish Bleachers	+	9,848.76
9111.077.529	Roofing/Gutter Repair & Replace	-	10,000.00
9112.077.529	Painting/Flooring Coverings	+	14,598.31
9113.077.529	Paving/Fencing Projects	-	30,000.00
9117.077.541	Purchase of Replacement A/C Unit	-	25,000.00
9130.077.325	Cont. Repair & Maint. – Bus Tarmac	+	2,718.88
9130.077.529.310	Electronic Sign	-	25,000.00
9131.077.529	Door & Lock Upgrade	+	1,530.80
9135.077.311	Gym Floor Refinishing	-	486.16

Total – Category I Projects \$ + 0.00

- B. We must increase funds in Category II projects to cover some projects as well as the new county vehicle approved by the Board. We request your approval of the following amendment.

Category II Project

9202.077.541	Pur. of Equipment - Radios	\$ +	43,176.93
9204.077.541	Pur. of Security Systems	-	22,000.00
9210.077.461	Furniture & Equipment	-	16,000.00
9210.077.541	Furniture & Equipment	+	1,790.94
9218.077.542	Pur. of Comp. Hdwe	+	6,843.91

Total – Category II Projects \$ + 13,811.78

- C. We must increase funds in Category III projects to cover the new county vehicle approved by the Board. We request your approval of the following amendment.

Category III Project

9302.077.551	Pur. of County Vehicle	\$ +	44,567.22
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Total – Category III Projects \$ + 44,567.22

BUDGET AMENDMENT
 Capital Outlay Fund
 February 9, 2023, Page 2

- D. We must transfer funds within Category I K12 Athletic Facilities Grant to cover some projects. We request your approval of the following amendment.

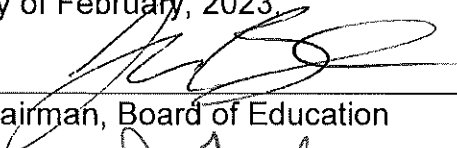
Category I Project

9123.798.327	Rentals – K12 Athletic Grant	\$ +	165.90
9123.798.500	K12 Athletic Facilities Grant	-	16,257.63
9123.798.521	Pur. of Bldg – K12 Athletic Grant	+ 16,091.73	

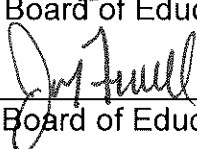
Total – Category I K12 Athletic Facilities Grant	\$ +	0.00
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Total – Revenue 4.4910 Fund Balance App.	\$ -	58,379.00
	=====	

Passed by majority vote of the Board of
 Education of Camden County on the 9th
 day of February, 2023.



 Chairman, Board of Education



 Secretary, Board of Education



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Consent Agenda

Item Number: 7.D

Meeting Date: March 06, 2023

Submitted By: Teri Smith,
Taxes
Prepared by: Teri Smith

Item Title **DMV Monthly Report**

Attachments: DMV Monthly Report April, 23 Renewals (PDF)

Summary: DMV Monthly Report April, 2023 Renewals Due 5/15/23

Recommendation: Review and Approve

STATE OF NORTH CAROLINA

COUNTY OF CAMDEN

TO: The Tax Administrator of Camden County April, 23 Renewals Due 5/15/23

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	COURTHOUSE	SHILOH	TOTAL
36,681.23	32,685.37	21,306.64	90,673.24


Witness my hand and official seal this _____ day of _____

Chair, Camden County Board of Commissioners

Attest:

Clerk to the Board of Commissioners of Camden County

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



Tax Administrator of Camden County

Attachment: DMV Monthly Report April, 23 Renewals (DMV Monthly Report)



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Consent Agenda

Item Number: 7.E

Meeting Date: March 06, 2023

Submitted By: Lisa Anderson, Tax Administrator
Taxes
Prepared by: Karen Davis

Item Title **Pickups, Releases & Refunds**

Attachments: Pickups, Releases & Refunds (PDF)

[illegible]



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Consent Agenda

Item Number: 7.F
Meeting Date: March 06, 2023

Submitted By: Teri Smith,
Taxes
Prepared by: Teri Smith

Item Title **Refunds Over \$100.00**

Attachments: REFUNDS OVER \$100.00 FEBRUARY, 23 (PDF)

Summary: Refunds Over \$100.00 February, 2023

Recommendation: Review and Approve

ACS Tax System
2/24/23 16:52:20

REFUNDS OVER \$100.00
Refunds to be Issued by Finance Office

CAMDEN COUNTY

Page 1

Refund\$	Remit To:	Reference:	Drawer/Transaction Info:
851.18	SICARIO PROPERTIES INC PO BOX 176 MOYOCK NC 27958	2022 R 02-8935-01-28-9780.0000 overpayment	20230221 1 272503
851.18	Total Refunds		***

Submitted by Lisa S. Anderson Date 2-27-23
Lisa S. Anderson, Tax Administrator Camden County

Approved by _____ Date _____
Tiffney White, Chair Camden County Board of Commissioners

Attachment: REFUNDS OVER \$100.00 FEBRUARY, 23 (Refunds Over \$100.00)



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Consent Agenda

Item Number:	7.G
Meeting Date:	March 06, 2023
Submitted By:	Lisa Anderson, Tax Administrator Taxes Prepared by: Karen Davis
Item Title	Tax Collection Report
Attachments:	Tax Collection Report (PDF)

JANUARY 2023

NET TOTAL	\$1,337,712.17
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Boa J. Anderson

Date: 2-7-23

[illegible]

Date: _____



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Consent Agenda

Item Number: 7.H
Meeting Date: March 06, 2023

Submitted By: Teri Smith,
Taxes
Prepared by: Teri Smith

Item Title **Vehicle Refunds Over \$100.00**

Attachments: VEHICLE REFUNDS OVER \$100.00 JAN, 2023 (PDF)

Summary: Vehicle Refunds Over \$100.00 for January, 2023

Recommendation: Review and Approve

Vehicle Refunds Over \$100.00

North Carolina Vehicle Tax System



NCVTS Pending Refund report

JAN, 2023 REFUNDS OVER \$100.00

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BURLEY, CHEYENNE SKY	BURLEY, CHEYENNE SKY	BURLEY, MELANIE DAWN	206 BEECHNUT AVE		SOUTH MILLS, NC 27976	Proration	0061680518	HMZ6397	AUTHORIZED	178370794	Refund Generated due to proration on Bill #0061680518-2021-2021-0000-00	Tag Surrender	01/05/2023	1/6/2023 11:17:18 AM	1843	Tax	#####	\$0.00	(\$157.4)
															1	Tax	(\$1.81)	\$0.00	(\$1.81)
DOWN RIVER FARMS INC	DOWN RIVER FARMS INC		1381 SOUTH HWY 343		SHILOH, NC 27974	Proration	0070035119	YV3494	AUTHORIZED	179259370	Refund Generated due to proration on Bill #0070035119-2022-2022-0000-00	Tag Surrender	01/24/2023	1/31/2023 8:56:53 AM	1843	Tax	#####	\$0.00	(\$131.8)
															3	Tax	(\$1.52)	\$0.00	(\$1.52)
FOREHAND, JOHNNY PAUL JR	FOREHAND, JOHNNY PAUL JR		140 LAUREN LN		CAMDEN, NC 27921	Proration	0066275876	EMH8093	AUTHORIZED	178370748	Refund Generated due to proration on Bill #0066275876-2021-2021-0000-00	Tag Surrender	01/05/2023	1/6/2023 11:17:18 AM	1843	Tax	#####	\$0.00	(\$264.1)
															3	Tax	(\$3.03)	\$0.00	(\$3.03)
FOSS, DAVID MICHAEL	FOSS, DAVID MICHAEL		120 CAROLINA RD		SOUTH MILLS, NC 27976	Proration	0063137007	HLF7323	AUTHORIZED	179259390	Refund Generated due to proration on Bill #0063137007-2022-2022-0000-00	Tag Surrender	01/24/2023	1/31/2023 8:56:53 AM	1843	Tax	#####	\$0.00	(\$194.9)
															1	Tax	(\$2.24)	\$0.00	(\$2.24)
HENDERSON AUDIOMETRIC S INC	HENDERSON AUDIOMETRIC S INC		PO BOX 2443		ELIZABETH CITY, NC 27908	Proration	0050738222	YA148263	AUTHORIZED	179259474	Refund Generated due to proration on Bill #0050738222-2022-2022-0000-00	Tag Surrender	01/24/2023	1/31/2023 8:56:53 AM	1843	Tax	#####	\$0.00	(\$168.1)
															2	Tax	(\$1.93)	\$0.00	(\$1.93)
MARTIN, CHRISTOPHER DALE	MARTIN, CHRISTOPHER DALE		112 CAROLINA RD		SOUTH MILLS, NC 27976	Proration	0064368492	EPNYBP	AUTHORIZED	178370798	Refund Generated due to proration on Bill #0064368492-2021-2021-0000-00	Tag Surrender	01/05/2023	1/6/2023 11:17:18 AM	1843	Tax	#####	\$0.00	(\$113.2)
															1	Tax	(\$1.30)	\$0.00	(\$1.30)
NUMANOVIC, AHMEDIN	NUMANOVIC, AHMEDIN		290 KEETER BARN RD		SOUTH MILLS, NC 27976	Proration	0059994813	HGX3624	AUTHORIZED	178506960	Refund Generated due to proration on Bill #0059994813-2021-2021-0000-00	Tag Surrender	01/09/2023	1/10/2023 9:23:01 AM	1843	Tax	#####	\$0.00	(\$127.2)
															1	Tax	(\$1.45)	\$0.00	(\$1.45)
PATTERSON, KEVIN ROBERT	PATTERSON, KEVIN ROBERT	PATTERSON, NICOLE ALDER	500 BRIDGE CT	APT 303	CAMDEN, NC 27921	Proration	0067811943	HMW4357	AUTHORIZED	179259348	Refund Generated due to proration on Bill #0067811943-2022-2022-0000-00	Tag Surrender	01/24/2023	1/31/2023 8:56:53 AM	1843	Tax	#####	\$0.00	(\$218.4)
															2	Tax	(\$2.51)	\$0.00	(\$2.51)
WIESNER, KATHRYN ALEXANDRA	WIESNER, KATHRYN ALEXANDRA	ANGEL DANNY LEE SR	607 MAIN ST		SOUTH MILLS, NC 27976	Proration	0068043738	HET6838	AUTHORIZED	179259470	Refund Generated due to proration on Bill #0068043738-2022-2022-0000-00	Tag Surrender	01/24/2023	1/31/2023 8:56:53 AM	1843	Tax	#####	\$0.00	(\$100.4)
															1	Tax	(\$1.15)	\$0.00	(\$1.15)

Submitted by Lisa S. Anderson Date 2-9-23
 Lisa S. Anderson, Tax Administrator Camden County

Approved by _____ Date _____
 Tiffney White, Chairman Camden County Board of Commissioners

Attachment: VEHICLE REFUNDS OVER \$100.00 JAN, 2023 (Vehicle Refunds Over \$100.00)



Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 7.I
Meeting Date: March 06, 2023
Submitted By: Stephanie Jackson,
 Finance
 Prepared by: Stephanie Jackson

Item Title **American Rescue Plan Act Policies**

Attachments: Allowable_Cost-Principles-Policy (DOCX)
 Civil Rights Policy-Nondiscrimination-Policy
 (DOCX)
 Conflict-of-Interest-Policy (DOCX)
 Eligible-Use-Policy (DOCX)
 Record-Retention-ARP (DOCX)

Summary: These policies are established due to the approved funding from American Rescue Plan Act. They have been reviewed and approved by the County Attorney.

Recommendation: To approve policies as presented.

A RESOLUTION OF THE CAMDEN COUNTY BOARD OF COMMISSIONERS FOR ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF ARP/CSLFRF BY NORTH CAROLINA LOCAL GOVERNMENTS

WHEREAS the County of Camden, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS the [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) provides, in relevant part:

Allowable Costs/Cost Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

[ARP/CSLFRF] Funds may be, but are not required to be, used along with other funding sources for a given project. Note that [ARP/CSLFRF] Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury's Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a

**A RESOLUTION OF THE CAMDEN COUNTY BOARD OF COMMISSIONERS
FOR ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF
ARP/CSLFRF BY NORTH CAROLINA LOCAL GOVERNMENTS**

reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

- a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the [ARP/CSLFRF] Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the [ARP/CSLFRF] program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the [ARP/CSLFRF] award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
- b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of [ARP/CSLFRF] award funds; and

WHEREAS Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

WHEREAS Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

- (a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.
- (b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.

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- (c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- (d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award.
- (e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.
- (f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.
- (g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award;

BE IT RESOLVED that the governing board of the County of Camden hereby adopts and enacts the following US Cost Principles Policy for the expenditure of ARP/CSLFRF funds.

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ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY

OVERVIEW

[Title 2 U.S. Code of Federal Regulations Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

County of Camden shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the County Manager and/or Finance Officer, who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the Finance department. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.
- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.

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- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the County of Camden or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
- Market prices for comparable goods or services for the geographic area.
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to County of Camden, its employees, the public at large, and the federal government.
- Whether County of Camden significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.

2. **Be allocable to the ARP/CSLFRF federal award.** A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

3. **Be authorized and not prohibited under state or local laws or regulations.**

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4. **Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**
5. **Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of the County of Camden.**
6. **Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.
7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.**
8. **Be net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms.
9. **Be adequately documented.**

COST ALLOWABILITY REVIEW PROCESS

PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, the County Manager must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

- Local government personnel must submit proposed ARP/CSLFRF projects to the County Manager for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.
- Along with a general review of project eligibility and conformance with other governing board management directives, if required, the County Manager and Finance Officer must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury. During review, it must also meet requirements of the Eligible use Policy for Expenditure of the American Rescue Plant Act of 2021 ARP/CSLFRF By Camden County.

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- If a proposed project includes a request for an unallowable cost, the County Manager or Finance Officer will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.
- Once a proposed project budget is pre-approved by the Finance Officer, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the [DEPARTMENT AND/OR INDIVIDUAL POSITION(S)] must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the Finance Officer will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The Finance Officer must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, the Finance department must proceed through the local government's normal disbursement process.
- If any cost item is deemed unallowable, the County Manager or Finance Officer will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The County Manager or Finance Officer may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. Camden County's governing board must approve any allocation of other funds for this purpose.
- The Finance department must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

COST TRANSFERS

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Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions

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Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions

Attachment: Allowable_Cost-Principles-Policy (American Rescue Plan Act Policies)

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Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions

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Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

Attachment: Allowable_Cost-Principles-Policy (American Rescue Plan Act Policies)

CAMDEN COUNTY CIVIL RIGHTS COMPLIANCE POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE ACT PLAN ACT OF 2021

Recitals

WHEREAS, the County of Camden has received an allocation of funds from the “Coronavirus State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF funds”), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARP/CSLFRF award”).

WHEREAS, CSLFRF funds are subject to the U.S. Department of Treasury (“Treasury”) regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.

WHEREAS, pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving CSLFRF funds, the County of Camden agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of CSLFRF under the terms and conditions of the ARP/CSLFRF award, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

RESOLVED, That the governing board of the County of Camden hereby adopts and enacts the following nondiscrimination policy, which shall apply to the operations of any program, activity, or facility that is supported in whole, or in part, by expenditures CSLFRF pursuant to the ARP/CSLFRF award.

CAMDEN COUNTY CIVIL RIGHTS COMPLIANCE POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE ACT PLAN ACT OF 2021

Nondiscrimination Policy Statement

It is the policy of the County of Camden to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the County of Camden, including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF"), which the County of Camden received from the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the "ARP/CSLFRF award").

I. Governing Statutory & Regulatory Authorities

As required by the CSLFRF [Award Terms and Conditions](#), the County of Camden shall ensure that each "activity," "facility," or "program"¹ that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs,

¹ 22 C.F.R. § 22.3 defines "program" and "activity" as all operations of an entity, including local governments, that receive Federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which Federal financial assistance is distributed. "Federal financial assistance" includes, among other things, grants and loans of federal funds. "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

CAMDEN COUNTY CIVIL RIGHTS COMPLIANCE POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE ACT PLAN ACT OF 2021

activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

II. Discriminatory Practices Prohibited in the Administration of the ARP/CSLFRF Award

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, the County of Camden shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

CAMDEN COUNTY CIVIL RIGHTS COMPLIANCE POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE ACT PLAN ACT OF 2021

III. Reporting & Enforcement

1. The County of Camden shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The County of Camden shall comply with information requests, on-site compliance reviews, and reporting requirements.
2. The County of Camden shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The County of Camden shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the County of Camden in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:

The County Manager, Erin Burke will oversee complaints. Call 252-338-6363 extension 310 or email eburke@camdencountync.gov to start the process, which will include a written form.

CONFLICT OF INTEREST POLICY

APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

I. Scope of Policy

- a. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when Camden County (“*Unit*”) enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II. Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. “*COI Point of Contact*” means the individual identified in Section III(a) of this Policy.
- b. “*Contract*” means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. “*Contractor*” means an entity or individual that receives a Contract.
- d. “*Covered Individual*” means a Public Officer, employee, or agent of the Unit.¹
- e. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).
- f. “*Direct Benefit*” means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.
- g. “*Federal Financial Assistance*” means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or

CONFLICT OF INTEREST POLICY

**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED
BY FEDERAL FINANCIAL ASSISTANCE**

donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).

- h. “*Governing Board*” means the Board of Commissioners of the Unit.
- i. “*Immediate Family Member*” means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.²
- j. “*Involved in Making or Administering*” means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. “*Pass-Through Entity*” means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- l. “*Public Officer*” means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- m. “*Recipient*” means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. “*Related Party*” means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. “*Subaward*” means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

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- p. “*Subcontract*” means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. “*Subcontractor*” means an entity that receives a Subcontract.
- r. “*Subrecipient*” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. “*Unit*” has the meaning specified in Section I hereof.

III. COI Point of Contact.³

- a. Appointment of COI Point of Contact. The County Manager, an [employee] of the Unit, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the County Manager is unable to serve in such capacity, The Finance Officer shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “*COI Point of Contact*”.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. Conflict of Interest Standards in Contracts and Subawards

- a. North Carolina Law. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.
 - i. G.S. § 14-234(a)(1). A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
 - ii. G.S. § 14-234(a)(3). No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending,

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influencing, or attempting to influence the award of a Contract or Subaward by the Unit.

- iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
- iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

- i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
 - 1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.
 - 2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

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ii. Identification and Management of Conflicts of Interest.

1. Duty to Disclose and Disclosure Forms

- a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.
- b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
- c. If the value of a proposed Contract or Subaward exceeds \$500,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit.⁴

2. Identification Prior to Award of Contract or Subaward.

- a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
 - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter

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into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or

- ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.
 - b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.
4. Identification After Award of Contract or Subaward.
- a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.
5. Management After Award of Contract or Subaward.
- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
 - i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or

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- ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. Oversight of Subrecipient's Conflict of Interest Standards

- a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.
- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. Gift Standards

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:
 - i. honorariums for participating in meetings;
 - ii. advertising items or souvenirs of nominal value; or
 - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

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VII. Violations of Policy

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

* * * * *

Adopted this the [___] day of [____], [_____].

CONFLICT OF INTEREST POLICY**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED
BY FEDERAL FINANCIAL ASSISTANCE****EXHIBIT A**

Examples

<i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i>
<p>Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> - Stock in a corporation. - Membership interest in a limited liability company. - Partnership interest in a general or limited partnership. - Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract. - Option to purchase any equity interest in a firm or organization. 	<p>Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract.</p> <p>A position as a director or officer of the firm or organization, even if uncompensated.</p>
<p>Holder of any debt owed by a firm considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> - Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment)) - Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan). <ul style="list-style-type: none"> o Holder of a judgment against the firm. 	<p>A referral of business from a firm considered for a Contract or Subaward.</p>
<p>Supplier or contractor to a firm or organization considered for a Contract or Subaward.</p>	<p>Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).</p>

CONFLICT OF INTEREST POLICY**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE****EXHIBIT B****COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST**

Camden County (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the County Manager as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$[500,000], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

CONFLICT OF INTEREST POLICY**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE**

Step		
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Contract:</u> <hr/>
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.	
	<u>Public Officials</u>	<u>Employees</u> <u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$[500,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]	
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u> <u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$[500,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.	

CONFLICT OF INTEREST POLICY**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE**

Any identified interest in Step 4 is a potential “real” conflict of interest.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

CONFLICT OF INTEREST POLICY
APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED
BY FEDERAL FINANCIAL ASSISTANCE

EXHIBIT C

CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM
FOR OFFICIALS, EMPLOYEES, AND AGENTS

Camden County (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the County Manager as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract: _____ (the “Contract”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

CONFLICT OF INTEREST POLICY**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED
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-
- b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
7. Benefits to Employers

- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

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- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

CONFLICT OF INTEREST POLICY**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED
BY FEDERAL FINANCIAL ASSISTANCE**

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____

Print Name: _____

Name of Employer: _____

Job Title: _____

Date of Completion: _____

* * * * *

CONFLICT OF INTEREST POLICY

APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

Camden County (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the County Manager as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$[500,000], the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

CONFLICT OF INTEREST POLICY**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE**

Step		
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Subaward:</u> <hr/>
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.	
	<u>Public Officials</u>	<u>Employees</u> <u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$[250,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]	
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u> <u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$[250,000], ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]	

CONFLICT OF INTEREST POLICY**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE**

Any identified interest in Step 4 is a potential “real” conflict of interest.	<u><i>Public Officials – Related Party</i></u>	<u><i>Employees – Related Party</i></u>	<u><i>Agents – Related Party</i></u>
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u><i>Public Officials</i></u>	<u><i>Employees</i></u>	<u><i>Agents</i></u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

CONFLICT OF INTEREST POLICY
APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED
BY FEDERAL FINANCIAL ASSISTANCE

EXHIBIT E

SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM
FOR OFFICIALS, EMPLOYEES, AND AGENTS

Camden County (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the County Manager as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward: _____ (the “Subaward”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

CONFLICT OF INTEREST POLICY**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED
BY FEDERAL FINANCIAL ASSISTANCE**

-
- b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
7. Benefits to Employers

- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

CONFLICT OF INTEREST POLICY**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED
BY FEDERAL FINANCIAL ASSISTANCE**

- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

CONFLICT OF INTEREST POLICY**APPLICABLE TO CONTRACTS AND SUBAWARDS OF CAMDEN COUNTY SUPPORTED
BY FEDERAL FINANCIAL ASSISTANCE**

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____

Print Name: _____

Name of Employer: _____

Job Title: _____

Date of Completion: _____

* * * * *

ELIGIBLE USE POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 ARP/CSLFRF BY CAMDEN COUNTY

WHEREAS the County of Camden, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 ARP/CSLFRF; and

WHEREAS US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS US Treasury has issued a [Compliance and Reporting Guidance v.3.0 \(February 28, 2022\)](#) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

WHEREAS the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

BE IT RESOLVED that the County of Camden hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds.

ELIGIBLE USE POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 ARP/CSLFRF BY CAMDEN COUNTY

Eligibility Determination Policy for American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how the County of Camden will spend its ARP/CSLFRF funds.

I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

US Treasury issued its [Final Rule](#) regarding use of ARP funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its [Interim Final Rule](#) or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARP funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

II. PROHIBITED USES OF ARPA FUNDING

The ARP/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

ELIGIBLE USE POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 ARP/CSLFRF BY CAMDEN COUNTY

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires the County of Camden to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The County of Camden, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All County of Camden employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following:
 - a. Brief description of the project
 - b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the [US Treasury Compliance and Reporting Guidance](#).)
 - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARP funding should review the [Final Rule](#) and [Final Rule Overview](#) prior to submitting a proposal.
 - d. Proposed budget, broken down by cost item, in accordance with the County of Camden's Allowable Cost Policy.
 - e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to the County Manager for approval. All requests will be reviewed by the Finance Officer for ARP/CSLFRF compliance and by the County Manager for allowable costs and other financial review.

ELIGIBLE USE POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 ARP/CSLFRF BY CAMDEN COUNTY

3. No ARP/CSLFRF may be obligated or expended before final written approval by the County Manager.
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by the County Manager and may require a budget amendment before proceeding. Any delay in the projected project completion date shall be communicated to the County Manager immediately.
6. The Finance Officer must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
7. The Finance Officer must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

CAMDEN COUNTY RECORD RETENTION POLICY:

Documents Created or Maintained Pursuant to the ARP/CSLFRF Award

Retention of Records: The Coronavirus Local Fiscal Recovery Funds (“CSLFRF”) Award [Terms and Conditions](#) and the [Compliance and Reporting Guidance](#) set forth in the U.S. Department of Treasury’s (“Treasury”) record retention requirements for the ARP/CSLFRF award.

It is the policy of the County of Camden to follow Treasury’s record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, the County of Camden agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act “ARPA,” Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

Covered Records: For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the County of Camden’s expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.
- Documentation of rational to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;

CAMDEN COUNTY RECORD RETENTION POLICY:

Documents Created or Maintained Pursuant to the ARP/CSLFRF Award

- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

Storage: County of Camden's records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Departmental Responsibilities: Any department or unit of the County of Camden, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the County of Camden to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Finance Officer is responsible for identifying the documents that the County of Camden must or should retain and arrange for the proper storage and retrieval of records. The Finance Officer shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: The County of Camden is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Finance Officer. The County of Camden prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Questions About the Policy: Any questions about this policy should be referred to the Finance Officer, Stephanie Jackson, 252-338-6363 extension 314, sjackson@camdencountync.gov, who is in charge of administering, enforcing, and updating this policy.



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Information, Reports & Minutes From Other Agencies

Item Number:	10.A
Meeting Date:	March 06, 2023
Submitted By:	Tammie Krauss, Register of Deeds Register of Deeds Prepared by: Karen Davis
Item Title	Register of Deeds Report
Attachments:	Register of Deeds Report (PDF)

Camden County Register of Deeds: Tammie Krauss
January 2023 Daily Deposit

DATE	NC CHILDREN TRUST	NC DOM. VIO. FUND	STATE REV. STAMPS	COUNTY REV. STAMPS	RETIREMENT	AUTO FUND	STATE TREASURY	ROD GENERAL	TOTAL
01/03/23	\$ -	\$ -	\$ 557.13	\$ 579.87	\$ 3.26	\$ 19.43	\$ 24.80	\$ 169.51	\$ 1,354.00
01/04/23	\$ -	\$ -	\$ 303.80	\$ 316.20	\$ 4.92	\$ 30.66	\$ 37.20	\$ 255.22	\$ 948.00
01/05/23	\$ -	\$ -	\$ 719.81	\$ 749.19	\$ 3.45	\$ 18.83	\$ 43.40	\$ 164.32	\$ 1,699.00
01/06/23	\$ 5.00	\$ 30.00	\$ 377.30	\$ 392.70	\$ 4.84	\$ 23.88	\$ 43.40	\$ 214.88	\$ 1,092.00
01/09/23			\$ -	\$ -	\$ 3.33	\$ 19.29	\$ 31.00	\$ 168.23	\$ 221.85
01/10/23	\$ -	\$ -	\$ 360.64	\$ 375.36	\$ 3.75	\$ 23.71	\$ 24.80	\$ 197.74	\$ 986.00
01/11/23					\$ 0.56	\$ 3.03	\$ 6.20	\$ 27.21	\$ 37.00
01/12/23	\$ 5.00	\$ 30.00	\$ 440.02	\$ 457.98	\$ 4.53	\$ 23.56	\$ 37.20	\$ 201.71	\$ 1,200.00
01/13/23	\$ 15.00	\$ 90.00	\$ 1,704.22	\$ 1,773.78	\$ 9.68	\$ 48.27	\$ 68.20	\$ 413.65	\$ 4,122.80
01/17/23			\$ 379.75	\$ 395.25	\$ 4.00	\$ 24.22	\$ 31.00	\$ 207.38	\$ 1,041.60
01/18/23			\$ 185.71	\$ 193.29	\$ 3.51	\$ 17.46	\$ 55.80	\$ 157.23	\$ 613.00
01/19/23					\$ 0.72	\$ 4.73		\$ 42.55	\$ 48.00
01/23/23					\$ 4.14	\$ 25.92	\$ 18.60	\$ 227.34	\$ 276.00
01/24/23			\$ 117.60	\$ 122.40	\$ 1.54	\$ 9.43	\$ 12.40	\$ 79.63	\$ 343.00
01/25/23					\$ 1.88	\$ 10.97	\$ 18.60	\$ 93.55	\$ 125.00
01/26/23			\$ 25.48	\$ 26.52	\$ 2.90	\$ 14.67	\$ 43.40	\$ 132.03	\$ 245.00
01/27/23	\$ 5.00	\$ 30.00	\$ 122.01	\$ 126.99	\$ 2.30	\$ 10.34	\$ 12.40	\$ 92.96	\$ 402.00
01/30/23			\$ 147.00	\$ 153.00	\$ 0.84	\$ 4.91	\$ 6.20	\$ 44.05	\$ 356.00
01/31/23					\$ 0.48	\$ 2.53	\$ 6.20	\$ 22.79	\$ 32.00
									\$ -
									\$ -
									0.00
									0.00
									\$ -
TOTAL	\$ 30.00	\$ 180.00	\$ 5,440.47	\$ 5,662.53	\$ 60.63	\$ 335.84	\$ 520.80	\$ 2,911.98	\$ 15,142.25

Attachment: Register of Deeds Report (Register of Deeds Report)

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

Date Range From Sunday, January 01, 2023 to Tuesday, January 31, 2023

Name	Amount
NC Children's Trust Fund	\$30.00
NC Domestic Violence Fund	\$180.00
State Revenue Stamp	\$5,440.47
County Revenue Stamp	\$5,662.53
Land Transfer Fee	\$0.00
Floodplain Map Fund	\$0.00
Supplemental Retirement	\$60.63
ROD Automation Fund	\$335.84
Dept Of Cultural Resources	\$0.00
Vital Records Fund	\$0.00
State General Fund	\$0.00
State Treasurer Amount	\$520.80
ROD General Fund	\$2,911.98
Total Distribution For Period	\$15,142.25
Cash Total	\$565.00
Check Total	\$14,208.25
Pay Account Total	\$369.00
ACH Total	\$0.00
Escrow Account Total	\$0.00
Overpayment Total	\$0.00
Total Deposit For Period	\$15,142.25

Attachment: Register of Deeds Report (Register of Deeds Report)



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Information, Reports & Minutes From Other Agencies

Item Number:	10.B
Meeting Date:	March 06, 2023
Submitted By:	Kim Perry, Library Prepared by: Kim Perry
Item Title	Library Report 1/2023
Attachments:	23-01 (DOCX)

Camden County Public Library

January 2023 Statistics

Visitor Count	1,346
Materials Check Outs & Renewals	3,697
Cloud Library Check Out (ebooks & audiobooks)	127 (1.6% decrease from 1/23)
Computer/ Wireless Use	257/461
Questions Answered	293
Children's Programs/Attendance	13/111
Teen Program/Attendance	2/15
Adult Programs/Attendance	3/28
Outreach Programs/Attendance	0/0
Study Room Usage/Attendance	38/72
Meeting Room Usage/Attendance	1/8
Days/Hours Open	22/178
# Items in Collection	20,434
Library Card Holders	2,409

Comparison by Year

2021-2023

