

*Camden County Board of Commissioners
Regular Meeting
July 6th, 2015
6:00 P.M. - Closed Session
7:00 P.M. - Regular Meeting
Historic Courtroom, Courthouse Complex
Camden, North Carolina*

MINUTES

The regular meeting of the Camden County Board of Commissioners was held on July 6th, 2015 in the Historic Courtroom, Camden, North Carolina. The following Commissioners were present:

*Chairman Michael McLain, Vice Chairwoman Sandra Duckwall
Commissioners Tom White, Garry Meiggs and Clayton Riggs;*

Also attending were County Manager Michael Renshaw, County Attorney John Morrison and Clerk to the Board Angela L. Wooten. Present for purposes of making a presentation(s) or providing supporting information for agenda items were the following persons: Public Works Director David Credle, Planning Director Dan Porter, Zoning Administrator Dave Parks .

Regular Session, 7:00 P.M.

Chairman Michael McLain called to order the July 6th, 2015 meeting of the Camden County Board of Commissioners at 7:00 PM.

Invocation and Pledge of Allegiance

Commissioner Garry Meiggs gave the invocation and led those present in the Pledge of Allegiance.

Public Comments - None

Consideration of Agenda

Chairman Michael McLain asked if there were any changes to the agenda. Not hearing any changes, Chairman McLain called for a motion.

Commissioner Garry Meiggs made a motion to approve the agenda as presented. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

Presentations

Item 3.A - Gwen Wescott – Senior Tar Heel Delegate

Mrs. Gwen Wescott, Senior Tar Heel Delegate for Camden County came to the Camden County Board of Commissioners Board to provide Senior Tar Heel updates.

Item 3.B - Carolyn J. Self - American Red Cross

Mrs. Carolyn J. Self of the American Red Cross came to the Camden County Board of Commissioners to give a presentation concerning disaster preparations.

Public Hearings

Commissioner Tom White made a motion to go into public hearing for Items 4.A - request for Water and Sewer Betterment Improvements Related to Camden Town Center Commercial Development and Item 4.B - Ordinance No. 2015-06-03 Proposed Amendments to Chapter 151 (Unified Development Ordinance) of the Camden County Code Ordinances. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

Item 4.A - Request for Water and Sewer Betterment Improvements Related to Camden Town Center Commercial Development

County Manager Mike Renshaw states that the initial site plans for Phase 1 of the Camden Town Center Development called for a single sewer lift station, however further development would then require additional pump stations for each new building resulting in possibly 4-5 total lift stations. The Public Works Department made a formal request of the development group to revise these site plans for a single sewer lift station sized so that it would service the Phase 1 development as well as projected future development.

Under Chapter 52 (G) (3) of the Unified Development Ordinance, the county may make such a request if the betterment or improvement is in the best interest of the county. In regards to the Public Works Department's request to have a single lift station serve the entire site, the direct benefits include reduced maintenance costs to the county (maintaining and servicing one station versus multiple stations) as well as having the station sited in a more easily accessible location on the site. Camden Realty Group LLC's engineer prepared a revised site plan and construction costs associated with this request. The additional cost associated with a single sewer lift station is \$20,000. This additional cost is based upon the need for a deeper lift station and additional gravity sewer main.

The principals of Camden Realty Group LLC, with guidance of their professional engineer, have also made a formal request that the County Board of Commissioners also consider reimbursement of construction expenses related to a water line extension which will service future phases of development within the Camden Town Center project. Specifically, the request is for construction costs associated with extending the 8" diameter water line approximately 300 feet. The total amount of funding assistance associated with this water line improvement is \$19,000.

The Camden County Attorney has given his legal opinion that the Board of Commissioners may offer this particular 100% reimbursement of construction costs related to the proposed water line extension if such an improvement is in the long-term future economic interest of the County. The extension of the water line to service future phases of development within Camden Town Center's site could potentially aid in accelerating the recruitment of a large retail presence in that the required water line infrastructure would already be installed, therefore reducing capital costs associated with future phase construction and minimizing construction impacts (i.e. boring under existing roadways).

The County Attorney John Morrison gives his legal opinion in reference to the water line extension.

William Owens of the Camden Realty Group introduced himself and asked if there were questions from the board.

Chairman Michael McLain asked if there were any further comments from the public regarding this issue. No other public comments

Item 4.B - Ordinance No. 2015-06-03 – Proposed amendments to Chapter 151 (Unified Development Ordinance) of the Camden County Code Ordinances

Planning Director Dan Porter presented proposed amendments to additional Specific Standards (Article 151.347) for Solar Farms and amendments to Floodplain Management language (Article 151.380 thru 151.387) Planning Board met on June 17, 2015 and after presentation from staff and discussion, Ordinance 2015-06-03 was approved on a 6-0 vote.

- *Amendments to additional Specific Standards (Article 151.347) for Solar Farms*

(6) The solar farm shall have 12 months to complete decommissioning of the solar facility if no electricity is generated for a continuous period of 12 months. For purposes of this section, this 12-month period shall not include delay resulting from force majeure.

(7) Decommissioning shall include removal of solar panels, buildings, cabling, electrical components, roads, and any other associated facilities down to 36 inches below grade.

(8) Applicant shall provide prior to approval of building permits, an irrevocable letter of credit in favor of the county in an amount equal to the estimated removal cost of the solar facility, less the salvage value of the equipment, which shall be issued by a federally chartered bank with a branch office in northeastern North Carolina at which the letter of credit may be drawn and paid in full in immediately available funds in the event the solar facility owner fails to decommission the solar facility pursuant to the requirements of this section. The estimated cost of removal shall be updated every five (5) years from date of approval for solar farm.

(9) Disturbed earth shall be graded and re-seeded, unless the landowner requests in writing that the access roads or other land surface areas not be restored.

- *Amendments to Floodplain Management language (Article 151.380 thru 151.387)*

1
2 Ordinance No. 2015-06-03
3
4 An Ordinance
5 Amending the Camden County
6 Code of Ordinances
7
8 Camden County, North Carolina
9
10 BE IT ORDAINED BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS as
11 follows:
12
13 Article I. Purpose
14
15 The purpose of this Ordinance is to amend Chapter 151 of the Camden County Code of
16 Ordinances of Camden County, North Carolina, which was originally adopted by the County
17 Commissioners on December 15, 1997, and subsequently amended and as otherwise
18 incorporated into the Camden County Code.
19
20 Article II. Construction
21
22 For purposes of this Ordinance, underlined words (underline) shall be considered as
23 additions to existing Ordinance language and ~~struck through words~~ (~~struck through~~) shall be
24 considered deletions to existing language. New language of proposed ordinance shall be
25 shown in italics (italic) and underlined.
26
27 Article III. Amend Chapter 151 as amended of the Camden County Code
28 which shall read as follows:
29
30 CHAPTER 151. UNIFIED DEVELOPMENT
31
32 § 151.347 SPECIFIC STANDARDS.
33
34 (V) The following standards shall apply to all solar farms located in Camden County:
35
36 (1) The maximum lot size for all solar farms shall be five acres.
37
38 (2) All structures shall meet the maximum setback for the zoning in which located.
39
40 (3) There shall be 50 foot buffer from routine view from public rights of way or
41 adjacent residentially zoned property.
42
43 (4) Solar power electric generation structures shall not exceed a height of 25 feet.
44
45 (5) The solar farm shall conform to the NAICS 22119 description of a ground-mounted
46 solar powered energy system.
47

48 (6) The solar farm shall have 12 months to complete decommissioning of the solar
49 facility if no electricity is generated for a continuous period of 12 months. For purposes of this
50 section, this 12-month period shall not include delay resulting from force majeure.
51
52 (7) Decommissioning shall include removal of solar panels, buildings, cabling, electrical
53 components, roads, and any other associated facilities down to 36 inches below grade.
54
55 (8) Applicant shall provide prior to approval of building permits, an irrevocable letter of
56 credit in favor of the county in an amount equal to the estimated removal cost of the solar
57 facility, less the salvage value of the equipment, which shall be issued by a federally chartered
58 bank with a branch office in northeastern North Carolina at which the letter of credit may be
59 drawn and paid in full in immediately available funds in the event the solar facility owner fails to
60 decommission the solar facility pursuant to the requirements of this section. The estimated cost
61 of removal shall be updated every five (5) years from date of approval for solar farm.
62
63 (9) Disturbed earth shall be graded and re-seeded, unless the landowner requests in
64 writing that the access roads or other land surface areas not be restored.
65
66 (6 10) Solar farms located within FEMA's 100 year flood shall elevate all electrical
67 connections one foot above the base flood elevation (BFE).
68
69 (7 11) All collectors shall be surrounded by a lockable maximum height six foot
70 fence.
71
72 § 151.380 FLOOD DAMAGE PREVENTION.
73
74 § 151.382 GENERAL PROVISIONS.
75
76 (A) Lands to which this subchapter applies. This subchapter shall apply to all special flood
77 hazard areas within the county.
78
79 (B) Data for establishing the special flood hazard areas. The special flood hazard areas
80 are those identified by the Federal Emergency Management Agency (FEMA) as provided under
81 the Cooperating Technical State (CTS) agreement between the State of North Carolina and
82 FEMA as the Flood Hazard Boundary Map (FHBM) as Flood Insurance Study (FIS) and its
83 accompanying flood maps such as the Flood Insurance Rate Map (FIRM) and the Flood
84 Boundary Floodway Map (FBFM) for Camden County dated October 3, 2004, which, with
85 accompanying supporting data, and any revision thereto, including letters of map amendment or
86 revision, are adopted by reference and declared to be a part of this subchapter. The special flood
87 hazard areas also include those defined through standard engineering analysis for private
88 developments or low governmental activities, but which have not yet been incorporated in the
89 FIRM. This includes, but is not limited to:
90
91 (1) Detailed flood data generated as a requirement of 44 USC 1653 of this subchapter.
92

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94 (2) Preliminary FIRM's whose areas are greater than the effective FIRM, or
95
96 (3) Post-disaster flood recovery maps.
97
98 (C) Establishment of Floodplain Development Permit: A Floodplain Development Permit
99 shall be required in conformance with the provisions of this subchapter prior to the
100 commencement of any development activities within special flood hazard areas as determined in
101 § 151.383(B).
102
103 § 151.384 GENERAL STANDARDS.
104
105 (B) Specific standards. In all Special Flood Hazard Areas where Base Flood Elevation
106 (BFE) data has been provided, as set forth in § 151.383(B), or § 151.383, the following
107 provisions are required.
108
109 (1) Residential construction. New construction or substantial improvement of any
110 residential structure (including manufactured homes) shall have the reference level, including
111 basement, elevated no lower than the regulatory flood protection elevation, as defined in §
112 151.600, Definitions.
113
114 (2) Non-residential construction. New construction or substantial improvement of any
115 commercial or industrial, or other non-residential structure shall have the reference level,
116 including basement, elevated no lower than the regulatory flood protection elevation. Structures
117 located in A and AE Zones may be floodproofed to the regulatory flood protection elevation in
118 lieu of elevation provided that all areas of the structure below the required flood protection
119 elevation are watertight with walls substantially impervious to the passage of water, using
120 structural components having the capability of resisting hydrostatic and hydrodynamic loads and
121 the effect of buoyancy. A registered professional engineer or architect shall certify that the
122 standards of this subsection are satisfied. Such certification shall be provided to the official as
123 set forth in § 151.383(B)(3).
124
125 (3) Manufactured homes.
126
127 (a) New or replacement manufactured homes shall be elevated so that the
128 reference level of the manufactured home is no lower than the regulatory flood protection
129 elevation, as defined in § 151.600, Definitions.
130
131 (b) Manufactured homes shall be securely anchored to an adequately anchored
132 foundation to resist flotation, collapse, and lateral movement in accordance with the State of
133 North Carolina Regulations for Manufactured/Mobile Homes, 1993 Edition, and any revisions
134 thereto adopted by the Commissioner of Insurance pursuant to G.S. § 143-143.15 or a certified
135 engineered foundation. Additionally, when the elevation would be met by an elevation of the
136 chassis 16 inches or less above the grade at the site, the chassis shall be supported by reinforced
137 piers or other foundation elements of at least equivalent strength. When the elevation of the
138 chassis is above 16 inches in height, an engineering certification is required.
139
140 enclose for regulatory purposes, and, therefore, does not require openings.
141
142 b. Made of masonry or wood sheathing, regardless of structural
143 status, are considered an enclosure and therefore require openings as outlined above.
144
145 (3) Additional improvements:
146
147 (a) Additions and/or improvements to pre-FIRM structures whereas the addition
148 and/or improvements in combination with any interior modifications to the existing structure
149
150 1. Are not a substantial improvement, the addition and/or improvements
151 must be designed to minimize flood damage, and must not be any more non-conforming than the
152 existing structure.
153
154 2. Are a substantial improvement, both the existing structure and the addition
155 and/or improvements must comply with the standards for new construction.
156
157 (b) Additions to post-FIRM structures with no modifications to the existing
158 structure shall require only the addition to comply with the standards for new construction.
159
160 (c) Additions and/or improvements to post-FIRM structures whereas the addition
161 and/or improvements in combination with any interior modifications to the existing structure
162
163 1. Are not a substantial improvement, the addition and/or improvements only
164 must comply with the standards for new construction.
165
166 2. Are a substantial improvement, both the existing structure and the addition
167 and/or improvements must comply with the standards for new construction.
168
169 (d) Where a fire wall or independent perimeter load-bearing wall is provided
170 between the addition and the existing building, the addition(s) shall be considered a separate
171 building and only the addition must comply with the standards for new construction.
172
173 (E) Recreational vehicles. Recreational vehicles placed on sites within a Special Flood
174 Hazard Area shall either:
175
176 (a) Be on site for fewer than 180 consecutive days and be fully licensed and ready
177 for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking
178 system, is attached to the site only by quick disconnect type utilities and has no permanently
179 attached additions); or
180
181 (b) Meet all the requirements for new construction, including anchoring and
182 elevation requirements of § 151.383(B) and § 151.384(A) and (B)(3).
183
184 (7) Temporary non-residential structures. Prior to the issuance of a floodplain
185 development permit for a temporary structure, applicants must submit to the Floodplain

140
141 (c) All foundation enclosures or skirting shall be in accordance with §
142 151.383(B)(4).
143
144 (d) An evacuation plan must be developed for evacuation of all residents of all
145 new, substantially improved or substantially damaged manufactured home parks or subdivisions
146 located within flood prone areas. This plan shall be filed with and approved by the Floodplain
147 Administrator and the local emergency management coordinator.
148
149 (4) Elevated buildings. Enclosed areas of new construction or substantially improved
150 structures, which are below the regulatory flood protection,
151
152 (a) Shall not be designed or used for human habitation, but shall only be designed
153 and used for parking of vehicles, building access, or limited storage of maintenance equipment
154 used in connection with the premises. Access to the enclosed area shall be the minimum
155 necessary to allow for parking of vehicles (garage door) or limited storage of maintenance
156 equipment (standard egress door), or entry to the living area (stairway or elevator). The interior
157 portion of such enclosed area shall not be partitioned or finished into separate rooms, except to
158 enclose storage areas.
159
160 (b) Shall be constructed entirely of flood resistant materials below the regulatory
161 flood protection elevation,
162
163 (c) Shall include measures to automatically equalize hydrostatic flood forces on
164 exterior walls by allowing for the entry and exit of floodwaters. To meet this requirement, the
165 foundation must either be certified by a professional engineer or architect or meet the following
166 minimum design criteria:
167
168 1. Provide a minimum of two openings on different sides of each enclosed
169 area subject to flooding.
170
171 2. The total net area of all openings must be at least one square inch for each
172 square foot of each enclosed area subject to flooding.
173
174 3. If a building has more than one enclosed area, each area must have
175 openings on exterior walls to allow floodwater to enter directly,
176
177 4. The bottom of all required openings shall be no higher than one foot above
178 the adjacent grade.
179
180 5. Openings may be equipped with screens, louvers, or other opening
181 coverings or devices, provided they permit the automatic flow of floodwaters in both directions.
182
183 6. Foundation enclosures:
184
185 a. Made of vinyl or other flexible skirting are not considered an
186
187 Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood
188 or other type of flood warning notification. The following information shall be submitted in
189 writing to the Floodplain Administrator for review and written approval.
190
191 (a) A specified time period for which the temporary use will be permitted. Time
192 specified should be minimal with total time on site not to exceed one year.
193
194 (b) The name, address, and phone number of the individual responsible for the
195 removal of the temporary structure.
196
197 (c) The time frame prior to the event at which a structure will be removed (i.e.
198 a maximum of 72 hours before landfall of a hurricane or immediately upon flood warning
199 notification);
200
201 (d) A copy of the contract or other suitable instrument with a trucking company to
202 insure the availability of removal equipment when needed; and
203
204 (e) Designation, accompanied by documentation of a location outside the Special
205 Flood Hazard Area, to which the temporary structure will be moved.
206
207 (F) Accessory structures. When accessory structures (sheds, detached garages, etc.) are
208 to be placed within a Special Flood Hazard Area, the following criteria shall be met:
209
210 (a) Accessory structures shall not be used for human habitation (including work,
211 sleeping, living, cooking or restroom uses).
212
213 (b) Accessory structures shall be designed to have low flood damage potential;
214
215 (c) Accessory structures shall be constructed and placed on the building site so as
216 to offer the maximum resistance to the flow of floodwaters;
217
218 (d) Accessory structures shall be firmly anchored in accordance with this
219 subchapter or by bolting the building to a concrete slab or by over the top ties. When bolting to a
220 concrete slab, one-half inch bolts six feet on center with a minimum of two per side shall be
221 required. If over the top ties are used a minimum of two ties with a force adequate to secure the
222 building is required, and
223
224 (e) All service facilities such as electrical and heating equipment shall be installed
225 in accordance with § 151.384(A)(4); and
226
227 (f) Openings to relieve hydrostatic pressure during a flood shall be provided
228 below regulatory flood protection elevation in conformance with § 151.384(B)(4)(a).
229
230 (g) An accessory structure with a footprint less than 400,000 square feet that
231 satisfies the criteria outlined above, structures less than 150 square feet that satisfy the criteria
232 above does not require an elevation or floodproofing certificate. Elevation or floodproofing

278 certifications are required for all other accessory structures in accordance with §151.383(B)(3).

279
280
281 Adopted by the Board of Commissioners for the County of Camden this of _____, 2015.

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283
284
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286
287
288
289

ATTEST:

P. Michael McLain, Chairman
Board of Commissioners

290
291
292
293 Angie Wooten
294 Acting Clerk to the Board
295

Commissioner Riggs wants to know why he would have to vent a steel building.

Dan Porter states that this is a FEMA Rule and due to hydrostatic pressure.

Chairman Michael McLain asked if there were any further comments from the public regarding this issue. Hearing none, he called for a motion to close the public hearing.

Vice Chair Sandra Duckwall made a motion to close the public hearing. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

As no one spoke in opposition during the public hearing, Commissioner Garry Meiggs made a motion to add both water and sewer betterments of Item 4.A - Request for Water and Sewer Betterment Improvements Related to Camden Town Center Commercial

Development as New Business item 5.G. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

Chairman Michael McLain directed staff to amend the language in 151.347 (V) (6) in terms of how to determine “no electricity generated”

New Business

Item 5.A - Pasquotank River Yacht Club Lease Agreement

Representatives of the Pasquotank River Yacht Club (Club) have contacted the County Manager’s Office to inquire about the possibility of extending the current lease agreement which was executed in 2013 (see attached).

The Club has recently made renovations and improvements on the Causeway site including improvements to the septic system and a substantial cost to the Club. The Club has developed a strategic plan which will provide a framework for additional Club-funded improvements to the site in the coming years.

Mr. Kevin Smith, Club treasurer, will be discussing this strategic plan to include details about future site improvements. Mr. Smith has also been authorized by the Club’s board of directors to request an extension of the existing lease agreement between the County and Club.

The terms of the existing lease call for an initial lease of five (5) years with an option to extend an additional five (5) year period upon notification/request from the Club/Lessee.

Mr. Kevin Smith, PRYC Commodore states they have re-decked the pier, installing a pump out station, only one on the Pasquotank River. Privacy Fence has been built.

Mr. Smith states there are a lot of public safety classes such as a 2 week Junior sailing classes and water safety classes all on a volunteer bases.

Mr. Smith is here to request extending the current lease to a 20 year lease.

Commissioner Clayton Riggs makes a motion to table this item until the county attorney can research the legalities of a 20 year lease.

Item 5.B – Monthly Tax Report – May

Tax Administrator Lisa Anderson came to the board to present the monthly tax report for May.

MONTHLY REPORT OF THE TAX ADMINISTRATOR TO THE CAMDEN COUNTY BOARD OF COMMISSIONERS			TOTAL REAL PROPERTY TAX UNCOLLECTED	426,027.90
OUTSTANDING TAX DELINQUENCIES BY YEAR			TOTAL PERSONAL PROPERTY UNCOLLECTED	187,633.87
YEAR	REAL PROPERTY	PERSONAL PROPERTY	TEN YEAR PERCENTAGE COLLECTION RATE	99.21%
2014	244,081.73	10,280.19	COLLECTION FOR 2015 vs. 2014	4025.36 vs. 22947.55
2013	87,225.34	8,627.83	LAST 3 YEARS PERCENTAGE COLLECTION RATE	
2012	33,421.59	10,980.32	2014	96.25%
2011	18,973.00	8,086.79	2013	98.63%
2010	17,942.85	9,425.34	2012	95.38%
2009	7,304.80	6,383.37	THIRTY LARGEST UNPAID ACCOUNTS	
2008	8,133.25	6,254.62	SEE ATTACHMENT "A"	
2007	8,133.10	9,813.87	THIRTY OLDEST UNPAID ACCOUNTS	
2006	2,115.09	14,493.82	SEE ATTACHMENT "B"	
2005	1,695.71	26,510.12		

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EFFORTS AT COLLECTION IN THE LAST 30 DAYS
 ENDING THRU 2015
 BY TAX ADMINISTRATOR

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

Commissioner Tom White made a motion to approve the monthly tax report as presented by staff. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

Item 5.C- Amendment to Camden County Parks & Recreation and Camden County Schools Facilities Use Memorandum of Understanding

Due to recent youth recreation programming changes and changes in Category II permit use listings of recognized sports organizations, it has become necessary to amend the existing Memorandum of Understanding between Camden County Parks & Recreation and Camden County Schools.

On June 24 the County Manager submitted a request to Camden County Schools Superintendent Hawkins for review of the proposed changes and requested that he place the proposed MOU amendments on the next Board of Education meeting agenda for their consideration and adoption.

<p>Camden County Parks & Recreation and Camden County Schools Memorandum of Understanding</p> <p>I. Purpose</p> <p>This document embodies the policies and procedures which govern facility use and loan in order to insure optimal maintenance of athletic fields and other recreational facilities owned by Camden County and by the Camden County Board of Education (BOE) and to assure fair and efficient access to these facilities.</p> <p>The primary use of county recreation areas and facilities is for public recreation activities. The primary use of school recreational facilities are for during school hours for school use exclusively (generally 8:30 a.m. to 3:30 p.m. on days school is in session and (b) during non-school hours and on non-school days, for school and community use.</p> <p>Factors to be considered in determining permission for use, as well as permission for type of use are: current capital requirements or rehabilitation, regular maintenance, facility condition, amount of water and use to be made by use, coordination of use, efficient scheduling, location of facility, and availability of services at a facility.</p> <p>All parties must comply with Federal and State anti-discrimination laws. All facility users shall comply with all applicable Federal, State and local laws, both user shall stay on the track, sidelines, bleachers, and damaged which may be imposed upon the corner of the property by reason of, or arising out of, the user's failure to fully and promptly comply with all legal requirements and observe all provisions of this policy.</p> <p>II. Use of Facilities (Government)</p> <p>The outdoor athletic field and outdoor and indoor facilities within Camden County are legally controlled as follows:</p> <p>A. Board of Education Athletic Fields and Recreational Facilities</p> <table border="0"> <tr> <td>School</td> <td>Field/Facility</td> </tr> <tr> <td>Grandy Primary/Middle School</td> <td>Gymnasium</td> </tr> <tr> <td>Camden County Middle School</td> <td>Baseball Field Basketball Courts (Indoor) Football/Tennis Field Gymnasium Softball Field</td> </tr> <tr> <td>Camden County High School</td> <td>Baseball Field Football Field Gymnasium Softball Field (Center Office Complex)</td> </tr> </table>	School	Field/Facility	Grandy Primary/Middle School	Gymnasium	Camden County Middle School	Baseball Field Basketball Courts (Indoor) Football/Tennis Field Gymnasium Softball Field	Camden County High School	Baseball Field Football Field Gymnasium Softball Field (Center Office Complex)	<p>B. Camden County Recreation Areas</p> <table border="0"> <tr> <td>Location</td> <td>Facility/Use</td> </tr> <tr> <td>Camden Community Park</td> <td>Baseball/Softball Field I Baseball/Softball Field II Baseball/Softball Field III Baseball/Softball Field IV Baseball/Softball Field V Baseball/Softball Field VI Baseball/Softball Field VII Softball Court (Outdoor) Football/Soccer (Indoor) Football/Soccer (Outdoor) Hockey Track Square Tennis Court Track and Field Walking Trail</td> </tr> <tr> <td>David Conant Swans</td> <td>Walking/Biking Trail</td> </tr> </table> <p>III. Priority of Use by Category</p> <p>Permits for field/sports use are issued by category in which the organization or event is placed. Category I use has priority over Category II and lower use/level. Within a category, Subcategory A has a priority over B, B over C, etc. If there is a tie within a category, the facility representative will decide priority.</p> <p>Category I Permit Use</p> <p>BOE and School Activities for grades Pre-K - 12</p> <p>These activities include physical education and academic activities; Camden County School administrative and co-curricular programs as well as school-parent/recreation athletic organizations.</p> <p>Category II Permit Use</p> <p>Parks and Recreation Department Sponsored Activities</p> <p>These activities include programs run by the Recreation Department, such as: day camps, after school programs, program offerings and special events.</p> <p>III. Recognized sports organizations comprised of 100% Camden County Participants</p> <p>III. Recognized sports organizations comprised of highest number of Camden County Participants</p> <p>III. Recognized Sports Organizations</p>	Location	Facility/Use	Camden Community Park	Baseball/Softball Field I Baseball/Softball Field II Baseball/Softball Field III Baseball/Softball Field IV Baseball/Softball Field V Baseball/Softball Field VI Baseball/Softball Field VII Softball Court (Outdoor) Football/Soccer (Indoor) Football/Soccer (Outdoor) Hockey Track Square Tennis Court Track and Field Walking Trail	David Conant Swans	Walking/Biking Trail
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David Conant Swans	Walking/Biking Trail														

CAMDEN COUNTY BOARD OF COMMISSIONERS
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Commissioner Tom White made a motion to adopt the amendments to the MoU subject to the Board of Education's approval. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

Item 5.D - UDO Update Contract

Planning Director Dan Porter states that following Board of Commissioners' approval to prepare and distribute Request for Proposals to update the Unified Development Ordinance a selection committee of 2 Commissioners, 2 Planning Board members, the County Manager, Planning Director, and Permit Officer reviewed 3 qualified responses the RFP. The response from CodeWright was selected based on their qualifications, experience, knowledge of the area, proposed comprehensive scope of work, and budget. The attached contract and exhibits presents the details of the work and a budget of \$89,000.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective as of the 7th day of July, 2015, by and between the Camden County, North Carolina (hereinafter referred to as the Client), and CodeWright Planners, LLC, a North Carolina Limited Liability Company doing business at 9 Blue Bottle Lane Durham, NC 27705 (hereinafter referred to as the Contractor).

WHEREAS, the Client desires to have its unified development ordinance (UDO) updated to better implement its 2015 Comprehensive Plan and in recognition of its status as a North Carolina unified government; and

WHEREAS, the Client desires to engage the Contractor to render these professional services in connection with this project; and

WHEREAS, the Contractor desires to undertake the project;

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

1. Scope of Services.

The Contractor agrees to provide professional services to update the Client's current UDO. The services to be performed are described in Exhibit A attached hereto and incorporated herein (Exhibit A is filed "Scope of Services"). The Client agrees to provide supporting services to the Contractor as described in Exhibit A.

2. Time of Performance. The services of the Contractor are to commence on the date of execution of this Agreement by both Client and Contractor, and will be undertaken and completed concurrent with the Task set out in Exhibit A. The project will be completed over the period from July 7, 2015 through March 30, 2017 (total time = 21 months). The time of performance may be extended beyond the schedule set out in Exhibit A by mutual written agreement of the parties.

3. Method of Payment & Total Project Amount. The Client shall compensate Contractor for its services in accordance with the Compensation Schedule set out in Exhibit B. It is understood and agreed that the total compensation and reimbursement to be paid for the professional services rendered under this Agreement is \$89,000. Contractor may invoice Client on a monthly basis for the percent of work completed on each task, and Client will pay Contractor within 30 days of receipt of the invoice, as long as the work is satisfactorily

completed. By mutual written agreement, the Client and Contractor may reallocate the budget among project tasks if the total budget amount remains unchanged.

Agreement shall be property of the Client. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes.

F. Use of Work. Contractor assigns to Client the right to: 1) reproduce the work prepared under this Agreement; 2) distribute copies to the public; and 3) display the work publicly. Contractor shall have the right to use materials produced in the course of this contract for marketing purposes and professional presentations, articles, speeches and other business purposes.

G. Governing Law. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of North Carolina. Contractor shall also comply with all applicable state and federal laws and regulations and resolutions of Client, and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

H. Notices. Any notice concerning the terms and conditions of this Agreement from Contractor to the Client shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed as follows:

Dan Porter, Director
Camden County Planning and Community Development
Department
P.O. Box 190
Camden, NC 27921
Facsimile number: 252 833 1603
Email: dporter@camdencountync.gov

Notices to Contractor from Client shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed to:

Chad Meadows, Principal
CodeWright
9 Blue Bottle Lane
Durham, North Carolina 27705

completed. By mutual written agreement, the Client and Contractor may reallocate the budget among project tasks if the total budget amount remains unchanged.

4. General Terms and Conditions.

A. Termination of Agreement. The Client shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof. Notice shall be given at least 30 days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the Client's property. Contractor shall be entitled to receive compensation in accordance with the Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of termination.

B. Changes. The Client may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the Client and the Contractor, shall be in writing and upon execution shall become part of the Agreement.

C. Assignability. Any assignment or attempted assignment of this Agreement by Contractor without the prior written consent of the Client shall be void; provided, however, that claims for money due or to become due to the Contractor from the Client under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished to the Client.

D. Audit. The Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are pertinent to Contractor's performance under this Agreement, for the purposes of making an audit, examination, or account. The Contractor shall maintain records for three (3) years after the Agreement ends.

E. Ownership of Documents. Drawings, specifications, guidelines, and other documents prepared by Contractor in connection with this

Facsimile number: 888.255.7820
Email: chad@codewrightllc.com

Notices shall be deemed effective upon delivery in the event of personal delivery, and after three (3) days when mailed, postage prepaid; if transmitted by facsimile or telegram, upon verified receipt of the electronic transmission. Either party may change its address in reference to notices by written notification to the other party.

5. Indemnification. The Contractor agrees to protect, defend, indemnify and hold the Client and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof and caused by the negligence of the Contractor or subcontractors.

E. Independent Contractor. Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of the Agreement shall be and remain at all times, employees of the Contractor for all purposes. The Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client.

7. Certificate of Insurance. Contractor agrees to procure all of the insurance specified below and shall submit a Certificate of Insurance, from an insurer duly authorized to do business in North Carolina, naming Camden County, North Carolina, as an additional insured:

A. Workers' compensation insurance. Workers' Compensation insurance for all employees who are engaged in the work under the Agreement.

B. Motor vehicle liability insurance. Contractor shall take out and maintain during the life of this Agreement, such motor vehicle liability insurance as shall protect Contractor while performing work covered by this Agreement from claims for damages which may arise from operations by Contractor or by any other persons directly or indirectly

CAMDEN COUNTY BOARD OF COMMISSIONERS
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Item 5.F - Vehicle Use Policy – Draft

Finance Officer Stephanie Humphries presents a Vehicle Use Policy stating having a written vehicle use policy is recommended to assist with enforcing consistent, safe, and proper vehicle use.

<p style="text-align: center;">Use of County Owned Vehicles Policy</p> <p>Section 1. Background and Purpose</p> <p>It is the policy of Camden County to provide employee access to county-owned vehicles. This policy exists in conjunction with the Camden County Personnel Policy, Article VI, Conditions of Employment, Section 5, Use of County Tools, Equipment, Supplies and Vehicles as found on the county's website at www.camdenncounty.com or the Human Resources page.</p> <p>It is the policy of Camden County to utilize the county vehicles to provide safe transportation and decrease costs and expenses related to travel for county purposes. Primary for vehicle usage will be out of town meetings and local meetings, in respective order. If any employee does not use a county vehicle when it is available, travel will not be reimbursed.</p> <p>This policy establishes a clear direction on when vehicles are to be utilized by staff and the procedure which will be used in this process.</p> <p>Section 1.1. Scope</p> <p>This policy covers all county employees, whether or not they are professional, permanent, or temporary employees of the county.</p> <p>Section 2. Policy</p> <p>This policy and procedure shall be followed for all county-owned vehicles.</p> <p>County vehicles are not personal vehicles and are not for personal use. County vehicles should be viewed as belonging to the citizens of Camden County and are assigned solely for purposes consistent with providing services to those citizens.</p> <p>Section 4. Assignment of County Vehicles</p> <p>The assignment of County vehicles to employees is based upon job description. Department Heads who have County vehicles available for their purpose may assign such vehicles in a manner consistent with departmental workload and employee function.</p> <p>General Staff</p> <p>General staff shall be assigned individual vehicles to be used for county travel throughout the day as deemed necessary for the purpose of fulfilling their job duties. Vehicles will remain in the parking lot at the end of the day unless the employee is required to attend overnight or out of town meetings.</p> <p>Public Works Staff</p> <p>Public Works staff shall be assigned vehicles to be used for county travel throughout the day as deemed necessary for the purpose of fulfilling their job duties. Vehicles will remain in the parking lot at the end of the day unless the employee is required to attend overnight or out of town meetings with the exception of the Public Works Manager.</p> <p>Building Department Staff</p> <p>Building Department staff shall be assigned vehicles to be used for county travel throughout the day as deemed necessary for the purpose of fulfilling their job duties. Vehicles will remain in the parking lot at the end of the day unless the employee is required to attend overnight or out of town meetings.</p> <p>Sales and Finance Staff</p> <p>Sales and Finance Staff shall be assigned vehicles to be used for county travel throughout the day as deemed necessary for the purpose of fulfilling their job duties. Vehicles will remain in the parking lot at the end of the day unless the employee is required to attend overnight or out of town meetings.</p> <p>Travel Services Staff</p> <p>Travel Services staff shall be assigned vehicles to be used for county travel throughout the day as deemed necessary for the purpose of fulfilling their job duties. Vehicles will remain in the parking lot at the end of the day unless the employee is required to attend overnight or out of town meetings.</p> <p>Senior Center Staff</p> <p>Senior Center staff shall be assigned vehicles to be used for county travel throughout the day as deemed necessary for the purpose of fulfilling their job duties. Vehicles will remain in the parking lot at the end of the day unless the employee is required to attend overnight or out of town meetings.</p> <p>General Staff</p> <p>All other staff have access to a pool of vehicles for incidental travel and for meetings and trainings as well as overnight travel. These vehicles must be returned and signed out for use.</p>	<p style="text-align: center;">Use of County Owned Vehicles Policy</p> <p>Section 5. Procedure for Reserving Use of Pool Vehicles</p> <p>Vehicle usage will be scheduled in far in advance as possible. Scheduling will include appropriate time of occupancy.</p> <p>All pool vehicles will be signed out through the Permit Planning Clerk located in the Planning Department. A requesting party may ask for special consideration to use his/her personal vehicle for travel for long distance travel and be authorized if approved by the County Manager.</p> <p>A trip board with the mileage log to be kept for each vehicle and must be maintained in the vehicle when in use. The trip board, along with the key to go with the vehicle, shall be returned to the Permit Planning Clerk in the Planning Department at the end of each use. Beginning and ending mileage along with purpose shall be documented. Employees will be responsible for returning the trip board, key to go card at the end of the trip.</p> <p>A notice must be made via the log regarding the program that should be changed for the travel being provided.</p> <p>Smoking is not permitted in county vehicles.</p> <p>All trash must be removed from the vehicle after usage.</p> <p>Towing while driving is prohibited. Employees should wait until they are in a safe place to pull off of the road to rest. Unless best professional judgment when making or receiving calls.</p> <p>It is the responsibility of the employee using the vehicle to check the fuel level at the end of their usage. If the fuel register less than 1/4 full per tank, employees will be responsible for securing fuel for the vehicle.</p> <p>Using the fuel card for personal use will result in disciplinary action leading up to and including termination.</p> <p>Please inform the Maintenance Department if vehicle needs servicing (i.e. oil change, suspension, tires) and let them also know if the vehicle needs washing and waxing.</p> <p>Situations may occur in which the County Manager or his/her designee assigns a vehicle to someone other than an employee who had previously requested a vehicle. This will be done on a case by case situation.</p> <p>Section 6. Maintenance and Upkeep of Vehicles</p> <p>Maintenance Department keeps a maintenance log for all General and Senior Center Vehicles. Each vehicle has reminder dates on the dash that show when the vehicle is due an oil change or inspection. Assigned vehicles to individuals in a Department are responsible for maintaining their own maintenance log and maintenance on the vehicle.</p> <p>If a pool vehicle has other issues that may appear, the driver of the pool vehicle must personally contact the Maintenance Department regarding the issue that needs to be addressed. They are also to place a note on the individual travel log assigned to the vehicle for record keeping.</p> <p>Section 7. Fuel Maintenance</p> <p>It is the responsibility of each driver to make sure the fuel gauge is checked after use of the vehicle. If the vehicle fuel gauge registers at 1/4 tank or below, the driver is responsible for making sure the vehicle is filled up, using the fuel card issued to their car.</p> <p>Section 8. Authorization to Drive & Driving Record</p> <p>All employees will have a Motor Vehicle Background Check completed prior to employment.</p> <p>Employees who operate county vehicles must have a valid motor vehicle license issued by the state of their current residence and be considered an acceptable risk by the county's automobile liability insurance carrier.</p> <p>On at least an annual basis, the county will request a copy of all employees' driver's licenses and may obtain them from the Department of Motor Vehicles, or authorized vendor for DMV records, the driving record of every driver of county vehicles to determine his/her ability to drive safely.</p> <p>Employees driving county vehicles shall obey all applicable traffic and parking regulations, ordinances, and laws.</p>
<p style="text-align: center;">Use of County Owned Vehicles Policy</p> <p>Employees who incur parking or other fees in county vehicles will generally be personally responsible for payment of such fees, unless the payment of such fees by the county is approved by the County Manager.</p> <p>Employees who use leased vehicles for any purpose while using a county vehicle must notify their supervisor and the Department Head immediately when practicable, but in no case later than 24 hours on the day of the next business day, whichever is later. Failure to provide such notice will be grounds for disciplinary action.</p> <p>An employee who is assigned a county vehicle and who is arrested for or charged with a motor vehicle offense for which the punishment includes suspension or revocation of the motor vehicle license, whether in his or her personal vehicle or in a county vehicle, must notify his or her supervisor and Department Head immediately when practicable, but in no case later than 24 hours on the day of the next business day, whichever is later. Failure to provide such notice will be grounds for disciplinary action.</p> <p>Any motor vehicle accident while operating a county vehicle must be reported to your Supervisor and the Human Resources office immediately when practicable, but in no case later than 24 hours on the day of the next business day, whichever is later.</p> <p>All accidents can be reviewed by the Safety Committee (recommendations submitted to the County Manager). Such review may result in a recommendation to the Department Head for disciplinary action of the employee, if such accident was a result of a violation of the county's safety policy.</p> <p>A violation of any applicable traffic parking regulations, ordinances, and law may be grounds for loss of County vehicle privileges.</p> <p>For employees whose job responsibilities require that they operate an active, valid driver's license, a suspension or revocation of the motor vehicle license may result in termination from employment.</p> <p>Section 9. General Rules Defining Appropriate Use of County Owned Vehicles</p> <p>Except as otherwise noted, use of county-owned vehicles is restricted to official county business. Official county business is defined as travel to and from any function, event or location that is viewed as part of the employee's official duties.</p> <p>The county vehicle may be used during non-work hours on overnight assignments away from the employee's workplace or residence when other forms of transportation are not available. Use is limited to the immediate vicinity of the assignment away from workplace approval.</p> <p>The employee may use the county vehicle for necessary personal business when the following conditions exist:</p> <ul style="list-style-type: none"> ➤ The employee is in town between business hours for official county business or when in town between home and his workplace, and; ➤ The use is "in transit" in time and value. Personal use is limited to the limits of necessity and to public responsibility. <p>County vehicles should be driven over the most economically, direct route taking into account congestion due to safety needs, road conditions and traffic considerations.</p> <p>Section 10. General Rules Governing Use of County Owned Vehicles</p> <p>County vehicles should be driven only by County employees. However, nonemployees may drive County vehicles, under the direct approval of the County Manager.</p> <p>Passengers in County vehicles must be county employees or others whose presence is justified by official county business (non-county employees must fill out a form in order to be in the vehicle). No individuals may be passengers in any county vehicle. Any special circumstances requiring deviation from this policy must be requested by written justification and receive advance written authority from the County Manager.</p> <p>All uses of county-owned vehicles, made and not, are open to inspection at all times by County Auditors, including the employee's supervisor, Department Head, the Human Resources Director, the County Manager or a designee of the County Manager. Random inspections shall be conducted by these authorized personnel who may also be searched by Law Enforcement. No suspension of privacy search except for cause expressly permitted.</p>	<p style="text-align: center;">Use of County Owned Vehicles Policy</p> <p>Vehicles should contain only those items designed for use with the vehicle, items installed by the county or items assigned by the county for transportation on the vehicle. Personal items in county vehicles shall be prohibited except for items of clothing, items of general purpose such as pens, wallets, cell phones, and office related items. County is not responsible for the loss of personal items assigned with these while operating a county vehicle.</p> <p>Vehicles shall not contain items such as weapons, alcohol, non-prescribed drugs, obscene materials and other items whose possession would be deemed "Gross Personal Misconduct."</p> <p>Employees are expected to keep County vehicles clean, and to report any malfunctions or damage to Maintenance immediately.</p> <p>Employees who are assigned vehicles for commuting purposes are expected to park such vehicles in safe locations.</p> <p>Seatbelts, shoulder harnesses and other appropriate restraint systems must be used by both the driver and passengers of County vehicles. Failure to do so constitutes a misuse of a County vehicle.</p> <p>Employees may not operate County vehicles under the influence of alcohol, illegal drugs, or prescription drugs or other medications, such as over the counter medications that may interfere with effective and safe operation.</p> <p>No employee may use a County vehicle for use of state use without advanced approval of the Department Head and the County Manager.</p> <p>Employees shall not alter or change any operational aspect of a County vehicle. Any such alterations or changes must be approved by the Department Head.</p> <p>Animals may not be transported in a County vehicle, with the exception of service animals accompanying official passengers or animals transported by Animal Control personnel and contain in secure Law Enforcement (i.e. drug dogs, etc.). Exceptions may be made for the safety of the animal or the general public.</p> <p>County vehicles may be equipped with a GPS monitoring device. This device provides data on the physical location of the vehicle as a function of time. Any employee who tampers with the device, who attempts to prevent the device from functioning properly, or who attempts to affect the accuracy of the information reflected, will be subject to disciplinary action, up to and including termination. The employee responsible for the County vehicle is equally accountable for preventing others from tampering with the device.</p> <p>Section 11. Misuse of County Vehicles and Policy Violations</p> <p>Failure to comply with any and all provisions of this policy, as specified above, or misuse of a vehicle may result in:</p> <ul style="list-style-type: none"> ➤ Detail to the employee for further use of vehicles; ➤ Reassignment by the employees to the County for any further damage or cost; and/or ➤ Disciplinary action, up to and including termination. <p>Section 12. Special Circumstances</p> <p>This policy is intended to provide a basic framework governing the use of County vehicles, and as such, cannot contain procedures governing every situation that might arise. Employees seeking clarification of or an exception from the provisions of this policy should contact Human Resources who will provide such clarification and with County Manager approval may authorize exceptions to the policy under mitigating circumstances.</p> <p>Additional clarifications may be provided through the office of the County Manager and/or the County Attorney.</p> <p>Notes: Certain items may be used to track the use of vehicles.</p>

Commissioner Garry Meiggs made a motion to accept the Vehicle Use Policy as presented by staff. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

5.G – Request for Water and Sewer Betterment Improvements Related to Camden Town Center Commercial Development

Commissioner Clayton Riggs made a motion to approve the water and sewer betterment for the benefit of Commercial Development of Camden County. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

Board Appointments

Item 6.A - Planning Board

Planning Staff recommends re-appointment Michael Etheridge, Fletcher Harris and Patricia A. Delano to an additional term to expire June 30, 2018.

Vice Chairwoman Sandra Duckwall made a motion to reappoint the 3 members of the planning board as presented. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

Item 6.B - Economic Improvement Council

Staff recommends appointing Mr. William Sawyer to the EIC as he has volunteered to serve.

Commissioner Garry Meiggs made a motion to appoint Mr. William Sawyer to serve on the EIC for a term of 2 years. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

Consent Agenda

Commissioner Clayton Riggs made a motion to approve the consent agenda as presented. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

Item 7.A – Draft Minutes – March 16th, 2015 CIP Work Session

Item 7.B – Camden Senior Nutrition Contract

CAMDEN COUNTY BOARD OF COMMISSIONERS
 Regular Meeting – July 6th, 2015

<p style="text-align: center;">ALBEMARLE COMMISSION SENIOR NUTRITION CONTRACT</p> <p>This Agreement entered into on this first day of July, 2015 by and between CAMDEN COUNTY (hereinafter referred to as Contractor), and the Albemarle Commission, (hereinafter referred to as AC), with offices located at 2380 Dumas Highway South, Hertford, North Carolina, WITNESSETH THAT:</p> <p>WHEREAS, AC wishes to make available certain services to elderly residents within a service area hereafter described; and,</p> <p>WHEREAS, the Contractor warrants that it is capable of providing the services hereafter described; and,</p> <p>WHEREAS, the Contractor desires to assist AC in this endeavor;</p> <p>NOW, THEREFORE, the parties hereto do agree as follows:</p> <ol style="list-style-type: none"> Employment of Contractor: AC hereby agrees to engage the Contractor to perform the services hereinafter set forth. Time of Performance: The services of the Contractor are to commence on July 1, 2015, and shall be completed by June 30, 2016. Scope and Location of Services: The Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by AC, the agreements and minimums required in the Request for Proposal and the services specified in No. 75 – Special Conditions. Personnel: The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with AC. All personnel engaged in the work shall be fully qualified. <p>It is understood and agreed that SHANA TRAFFONT shall represent the Contractor as Project Manager in the performance of this Agreement. Any change in such Project Manager shall be subject to the written approval of AC.</p> Compensation: The Contractor and AC expressly understand and agree that in no event will the total compensation and reimbursement paid thereunder by the AC exceed the maximum of Seven Thousand Eight Hundred and Seventy Two Dollars and Twelve Cents (\$7,872.12) for 999 hours (4 hrs per day) of Nutrition Service and shall constitute full and complete compensation for the Contractor's services hereunder. (This is a part-time position). <p style="text-align: center;">1</p>	<ol style="list-style-type: none"> Reimbursement Rate Per Unit of Service: Albemarle Commission will reimburse the Contractor \$2.88 for each hour of Nutrition Service served to eligible clients, such units of service being defined in No. 35 – Special Conditions. Reimbursement of Funds: It is understood and agreed that, in the event that the amount of funds received from the North Carolina Division of Aging is reduced, AC may in turn, decrease the total compensation and reimbursement to be paid hereunder and in accordance with Paragraph 1A, change in the Scope of Services. Change of Reimbursement: At its sole discretion, AC may re-negotiate the reimbursement shown in Paragraph 6 of this Agreement. However, in no case will AC increase the overall amount shown in Paragraph 5. <p>The parties agree they will consider <u>adjusting</u> the reimbursement rate only under two circumstances:</p> <ol style="list-style-type: none"> Upon a showing by Contractor that actual costs have increased due to factors beyond Contractor's control (e.g., increases in gas/diesel costs, utility settlement or wages, etc.); or Upon a showing by Contractor that actual costs have increased due to a sudden increase in client load (e.g., due to a disaster). In the event that the reimbursement rate is increased, the total units of service to be delivered will be correspondingly decreased. <p>The parties further agree that AC shall have the right to <u>adjust</u> the reimbursement rate under any circumstances which show that actual costs are less than projected, including, but not limited to, circumstances in which:</p> <ol style="list-style-type: none"> Overall costs of providing service are shown to be less than forecast in the Contractor's original bid for this service; or The Contractor fails to document the required cost-sharing, such that the AC reimbursement rate exceeds 100 percent of service costs. In the event the reimbursement rates are decreased, AC may, at its option, increase the total number of units of service to be delivered. <ol style="list-style-type: none"> Method of Payment: After the first month, Contractor shall submit a monthly report to AC on the number of service units delivered and capital cost through the end of prior month for reimbursement. Documentation of Expenses: Contractor shall maintain full and complete documentation of all expenses associated with performing the scope of work under the contract. Expenses documentation shall include: item sheets for AC clients; receipts for any supplies purchased for use on this contract; any applicable <p style="text-align: center;">2</p>
<p>subcontract expenditures; and such other documentation necessary to substantiate overall costs of delivering the contracted service (including Contractor contribution as well as amounts reimbursed by AC).</p> <ol style="list-style-type: none"> Payment by Service Recipients: No individual receiving services under the terms of this Agreement shall be required to pay any part of the cost of the service. However, recipients shall be given the opportunity by the Contractor to make some contribution for the service in a manner approved by the AC. Contractor shall post a notice in a conspicuous place, stating that no charge is made for the service, but that contributions will be accepted. Contractor shall furnish envelopes to all clients for confidential contributions. Contractor shall offer a locked box in a convenient location for confidential deposit of envelopes. All envelopes shall be collected daily by the Project Manager in the presence of another person, the money shall be counted and the total recorded. The money shall be deposited in accordance with the usual procedures of the Contractor, with a separate receipt. Cost Sharing: Cost sharing is any money received by Contractor as a direct result of contract activity. Contractor shall maintain daily records of activity. Contractor shall maintain daily records of voluntary contributions by (or on behalf of) service recipients, interest received on AC advances before disbursement, and any other program income. Contractor shall not withhold any cost sharing as an offset to AC reimbursement. Program income shall be used in the same year it is received to provide additional services. Monitoring, Auditing and Reporting: The Contractor agrees to submit to audit by AC, the State of North Carolina, or the federal government for a three year period following final payment under the terms of this Agreement. The Contractor agrees to permit questioning by AC, its staff and appropriate representatives, and to comply with such reporting procedures as may be established by AC. The Contractor further agrees that all pertinent financial records shall be made available for copying upon request by AC, the state or federal government, or their agents. <p>It is understood and agreed that the report procedures established by AC may include, but not be limited to, the names and addresses of individuals receiving services under the terms of this contract, with the understanding that any personal information obtained from any individual will be disclosed by AC in a form which allows identification of the individual, without the written consent of the individual.</p> <p>It is understood and agreed that the report procedures established by AC may also include actual costs incurred per unit of service including both AC costs and contractor contributions.</p> <p style="text-align: center;">3</p>	<p>It is further understood that the agency is responsible to AC for clarifying any audit exceptions that may arise from AC independent audit, the Department of Human Resources audit, or any federally conducted audit. AC requires the Contractor to send a copy of their audit when received from the independent auditors. In addition, contractors are responsible for paying any governmental funds that may be part of the audit exception.</p> <ol style="list-style-type: none"> Changes: AC may, from time to time, require changes in the Scope of Services to be performed. Such changes, including any increase or decrease in the amount of the Contractor's compensation which is mutually agreed upon between AC and the Contractor, shall be incorporated in written amendments to this Agreement. Termination of Agreement for Cause: Through any cause the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, AC shall nevertheless have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. The date of notice shall be at least five (5) days before the AC effective date of such termination. <p>In the event of termination, such data, studies, surveys, drawings, maps and reports prepared by the Contractor shall, at the option of AC, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Claims filed by the agency, developed under this contract shall become the property of the AC upon completion and/or termination of this contract.</p> <p>Notwithstanding the above, the Contractor shall not be relieved of liability to AC by virtue of any breach of the Agreement by the Contractor, and AC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due AC from the Contractor is determined.</p> Cancellation for Convenience of AC: AC may cancel this Agreement at any time by giving written notice to the Contractor of such cancellation and specifying the effective date of such cancellation. If the Agreement is cancelled by AC as provided herein, the Contractor will be paid for work satisfactorily completed. Dispute: Any dispute which arises in the interpretation of this contract shall be resolved in the following manner: <ol style="list-style-type: none"> The Contractor shall submit a letter to AC specifying the nature of the dispute asking for resolution of the dispute. <p style="text-align: center;">4</p>
<ol style="list-style-type: none"> Dispute: Any dispute which arises in the interpretation of this contract shall be resolved in the following manner: <ol style="list-style-type: none"> The Contractor shall submit a letter to AC specifying the nature of the dispute. Executive Director of the AC: The Executive Director of the AC will meet with the Contractor to resolve the dispute. The Executive Director of the AC will document the resolution in a letter to the Project Manager. AC Executive Director: If the Contractor is dissatisfied with the resolution of the dispute decided by the AC Executive Director, the Contractor may appeal to the Executive Director's decision in writing to the AC Budget and Personnel Committee. AC Budget and Personnel Committee: will consider the appeal at its next scheduled meeting, which shall occur no less than 10 days following receipt of the written appeal request. The decision of the Budget and Personnel Committee is final. Subcontracting: None of the work or service covered by this Agreement shall be subcontracted without the prior written approval of AC. All approved subcontractors must conform to the applicable requirements set forth in this Agreement and must attach and include by reference Appendix A - Scope of Services. Compliance with Service Standards and Required Procedures: Contractor shall perform the services set forth in this Agreement in compliance with applicable standards and procedures specified in Appendix A - Scope of Services. Contractor further agrees to comply with applicable standards for this service which are, or may be, specified by the North Carolina Division of Aging, any other State of North Carolina agency, the Division of Aging Policy Manual, and the AC Policy Manual. Service Priority: Contractor shall give priority for service to those older people with the greatest social and economic need. Where the nature of the service allows, Contractor shall make special efforts to serve the moderately impaired, isolated and homebound elderly on a priority basis, as set out in the proposal and as indicated in the service standards established by the Division of Aging. Equal Opportunity and Affirmative Action: In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible recipient on the grounds of age, sex, religion, race, color, handicap, or national origin. <p>The Contractor also agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, handicap or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their age, race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to: employment or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.</p> <p style="text-align: center;">5</p>	<p>The Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, handicap, or national origin.</p> <p>It is further agreed by the Parties that the Contractor shall take affirmative action to solicit subcontractors with or purchases from minority business enterprises as defined in the Public Works Employment Act of 1977, 42 U.S.C. 6705 (f) (2), where such subcontracting or purchasing, if any, is or may be undertaken under the terms of this Agreement.</p> <ol style="list-style-type: none"> Confidentiality: Any reports, receipts in formation, data, or other materials given to, or prepared or assembled by the Contractor under this Agreement which AC requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of AC. Identification of Documents: All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within AC, shall carry the following statement on the front cover, or a title page containing the name of AC: <p>THIS PREPARATION OF THIS (Report, Document, Etc.) WAS FINANCED IN PART THROUGH A FEDERAL GRANT BY THE NORTH CAROLINA DEPARTMENT OF HUMAN RESOURCES, DIVISION OF AGING, UNDER THE PROVISIONS OF TITLE III, OLDER AMERICANS ACT OF 1965, AS AMENDED.</p> Licenses and Permits: Contractor shall maintain all required licenses, permits, bonds, and insurance required for carrying out the services in Appendix A. The Contractor shall notify the AC immediately if any required licenses or other permits are cancelled, suspended, or otherwise ineffective. Failure to maintain proper licenses, permits, bonds and insurance shall be a basis for AC disallowing all or part of payments under this contract or the termination of this agreement for cause. Insurance: Notwithstanding any other insurance requirements, Contractor shall, within ten (10) days of the effective date of this Agreement, provide AC with a certificate of insurance for public liability insurance in the minimum amount of One Hundred Thousand Three Hundred Thousand Dollars (\$100,000/\$300,000) if Contractor uses a vehicle in fulfilling its duties under this Agreement. Contractor shall also provide evidence of automobile insurance in the minimum amount of Twenty-Five Thousand Fifty Thousand Dollars (\$25,000/\$50,000) liability insurance and Fifty Thousand Dollars (\$50,000) property insurance. Failure to provide evidence of insurance shall be deemed an automatic violation of this Agreement and could therefore lead to termination of the Agreement by AC. The Contractor shall hold AC harmless for any damages to the person or <p style="text-align: center;">6</p>

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<p>property of any individual or organization as the result of the execution of the scope of service to be performed under this Agreement.</p> <p>26. Conflict of Interest: The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.</p> <p>27. Interest of Members of AC and Others: No officer, member, or employee of AC and no member of its governing body, and no other public official of the governing body of the locality or location in which the project is situated or being carried out who exercises any function or responsibilities in the review or approval of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.</p> <p>28. Conflicts of Interest: No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.</p> <p>29. Antiquity: The Contract shall not assign, subcontract, or transfer all or any portion of its interest in this Agreement without the prior written approval of the Agency's Executive Director or his authorized agent.</p> <p>30. Resource Development: The Contractor shall investigate other agencies and resources providing services to the elderly and shall coordinate its own services to minimize overlap and duplication.</p> <p>31. Disaster Assistance: In the event that elderly individuals are endangered by the occurrence of a terrorist, fire, flood, severe temperature extremes, or other disaster-related situation, the Contractor shall cooperate with requests for assistance from AC on behalf of the elderly individuals.</p> <p>32. Attendance at AC Meetings: The Contractor, upon request of AC, shall attend any committee or special meeting relating to the project, or staff development training.</p> <p>33. Participant Incentive: The Contractor shall, with the assistance of AC, develop a procedure for providing elderly service recipients with an opportunity to assist and evaluate the program. This assessment shall be performed on a regular basis.</p> <p>34. Applicable Laws, Rules, and Regulations: This contract shall be deemed to have been executed and performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of each State. In</p>	<p>addition, Contractor shall be governed by all applicable Federal, State, and Local rules, regulations and policies.</p> <p>35. Special Conditions: CONGREGATE NUTRITION</p> <p>Service Definition: The provision of a meal in a group setting.</p> <p>Unit of Service: One hour - four hours daily.</p> <p>Service Objective: To promote the health and well being of older people through the provision of nutritious meals and opportunities for social and recreational services and access to other services.</p> <p>Service Activities: Prepare specific congregate meal site(s) at least 1 day per week for dining.</p> <ul style="list-style-type: none"> • Set up tables, chairs, place settings, and table centerpieces. • Clean up after meals, washing non-disposable items and dispose of time and garbage. • Welcome participants to site. • Station staff, both paid and volunteers, to keep attendance records and to encourage donations to program. <p>Food Service:</p> <ul style="list-style-type: none"> • Receive meals from caterer or central kitchen, take and record temperatures of all hot and cold food items. • Prepare food service line for serving meals. • Supervise portioning of food onto plate by donated and volunteer staff, take food temperatures again immediately before portioning. • Provide assistance to participants who have difficulty walking or carrying trays. • Review and maintain records on food quality and quantity. <p>Coordinate Services:</p> <ul style="list-style-type: none"> • Arrange transportation to site for participants. • Recruit and train volunteers. • Provide grocery shopping assistance and/or education at least 2 times per month. • Provide for nutrition education at least 2 times per month. • Provide for health and social service information at least once per month. • Provide an exercise program one time per week. • Provide activities daily.
<p>• Outreach activities will be conducted to identify and attract health impaired, socially and/or economically need persons to need of nutrition services.</p> <p>Preferred Target Group: Persons who are health impaired, and who are in need of nutritional support or those older persons whose independent living arrangements lack proper facilities for meal preparation. Those persons who are ambulatory, but lack sufficient health and/or motivation to prepare meals regularly.</p> <p>Location of Service:</p> <ul style="list-style-type: none"> • An approved public or private community facility with the following characteristics: • Has been approved by the local health department. • Has been inspected by the local fire department and meets all local and state fire codes. • Has been approved in writing by the Area Agency on Aging prior to opening. • Is in compliance with 504 Regulations. • Is located near concentrations of preferred target group persons. • Must have at least 12-14 square feet per person including halls, bathrooms, kitchen areas. • Must be a facility where all eligible persons feel free to visit and will not offend their cultural and ethnic preferences. • Must have adequate number of tables and chairs appropriate for older adults. • Must have at least 2 exits which are unobstructed during hours of operation. • Must have adequate parking. • Must have a safe and appropriate place to store and discard from vans or other group transportation vehicles. • Must be heated during colder months to at least 72°F, while participants are present. • There must be a "termination of services" policy on file for each participant. <p>Access to Services:</p> <ul style="list-style-type: none"> • Participants will be referred to service by self, friend, neighbor, or a community resource. <p>Dietary Characteristics:</p> <ul style="list-style-type: none"> • Meals shall be served at least 3 days per week at the site. • There shall be a feedback mechanism to obtain information on menu preference of participants, and other issues at site. • The approved menu shall be published one week in advance at the site and shall be identified as the Nutrition Program for the elderly menu and shall specify serving sizes. • Each meal shall provide at least 1/3 of the current recommended daily dietary allowances Food and Nutrition levels of the National Research Council and shall meet the following meal pattern when plated for each participant. 	<p>a) 2 ounces cooked edible portion of meat, fish, fowl, eggs; cooked dry beans or beans may be used for a maximum of 4 times per month as substitute for one ounce of meat; frozen vegetable protein may only be used as specified in the Division of Aging Manual.</p> <p>b) Two, one-half cup servings of vegetables, fruits, and full strength fruit/vegetable juices. There must be one solid source of Vitamin C which provides at least 1/3 RDA of Vitamin C daily.</p> <p>c) One serving uncooked or whole grain bread, biscuits, rolls, muffins, sandwich buns, cornbread, other hot breads or enriched or whole grain cereals or cereal products such as rice, macaroni, dumplings, pancakes, and waffles.</p> <p>d) One teaspoon of butter or fortified margarine in a prolonged chip.</p> <p>e) One, one-half cup serving of dessert which may be fruit, full strength fruit juices, pudding, gelatin, ice cream, ice milk, sherbet, cake, pie, cookies and similar foods.</p> <p>f) One-half pint of fortified whole, skim, or low-fat milk, buttermilk, yogurt, or cream (1 cup).</p> <p>g) Fruit or juice used as a dessert may not be counted toward the two servings of vegetables and fruits.</p> <ul style="list-style-type: none"> • Contractor shall tell the participants about agency procedures for service, confidentiality, waiting lists, service priorities, complaints and grievances, and other matters germane to the participants' decision to accept service, and about his opportunity to make a voluntary contribution to the program. • Every effort shall be made to make the dining room and meals attractive. • A completed calendar of site activities and programs must be posted at the beginning of the month. • Emergency plans must be developed for each site for medical emergencies and to evacuate the site in case of fire or explosion. • The contractor shall provide adequate staff to operate the program including a paid contract manager and a paid site manager for the site. • The site manager may be paid from Title III funds for no more than 4 hours per day and shall be responsible for site operations. • Must be able to work well with older adults. • Must be able to keep accurate records. • Must be able to supervise volunteers. • The contractor must develop a plan to recruit, orient, train, and recognize volunteers. • Minimum orientation and training shall include:
<p>Contract Manager: Administrative procedures, record keeping systems, reporting, food safety.</p> <p>Site Manager: Site procedures, orientation and training for specific volunteer activities.</p> <p>All Staff: First aid, cardio-pulmonary resuscitation, physiology of aging, fire/smoke evacuation, shall attend all training required for specific staff categories provided by the Division of Aging and/or Area Agency on Aging.</p> <ul style="list-style-type: none"> • All foods must be stored, prepared, held and served in a manner to preserve optimum flavor and appearance, while retaining nutrients and food value. • Staff serving food must use hygienic techniques and practices in all handling of the food. • Food temperatures must be maintained at safe levels (hot 165°F, cold 41°F) throughout all processes from storage through serving. • Contractor must abide by food safety practices required in 16NCAC Section of .0900. <p>Prohibited Services:</p> <ul style="list-style-type: none"> • Cannot provide meals to residents of long-term care facilities, geriatric nursing homes, or other care facilities, unless they are participants and paid staff under age 65 without reimbursement of the full cost of the meal. • Except on emergency basis, nutrition site(s) may not be closed or combined on a temporary or permanent basis without prior written approval from the Area Agency on Aging. • May not enter into contracts with profit making organizations without prior written approval from the Area Agency on Aging. <p>Administrative Requirements:</p> <ul style="list-style-type: none"> • Adequate records shall be maintained to document program activities and shall include: <ul style="list-style-type: none"> • participants' intake record • participants' attendance records • meals served records • meals served with substitutions, dates, and justification noted • meal receipt/delivery slips • program income record • fiscal records • employment records including all attractive action documentation • Shall follow general recognized accounting procedures outlined in CRF Part 74 of all funds including participant contributions. • All participants' records shall be treated as confidential. • File all required reports on time. 	<ul style="list-style-type: none"> • Train staff to make appropriate referrals. <p>36. Home-Delivered</p> <p>In administering the Home-Delivered Meals Program, Contractor agrees to employ or engage a person to do the following duties:</p> <ol style="list-style-type: none"> 1) Recruit, maintain, schedule, and supervise volunteers to deliver meals. 2) Order, receive, and check meals received. 3) Keep daily records, which will include, but not be limited to: <ol style="list-style-type: none"> a) Daily Nutrition Service Record b) Required Temperature Reports c) Volunteer Hours Reports 4) Receive requests for meals from potential clients. 5) Collect, record, and submit (to the Albemarle Commission) all project income. 6) Report all legitimate complaints to the Albemarle Commission's Home-Delivered Meals Coordinator. <p>The Albemarle Commission's Home-Delivered Meals Coordinator/Volunteer Administrator will be responsible for:</p> <ol style="list-style-type: none"> a) Supervising the daily operation of home-delivered meals activities. b) Providing whatever assistance and support is necessary to recruit and motivate volunteers, i.e., making presentations to civic or community groups, etc., providing printed material, etc. c) Processing all requests for meals, determining eligibility, and making all placements in the program. d) Revising and updating delivery routes to reflect additions, deletions, or other changes.

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IN WITNESS WHEREOF, AC and the Contractor have executed this Agreement as of the date first above written.

Camden County
 (Contractor)

BY: *[Signature]*
 (Authorized Official)

DATE: *7/10/2015*

Albemarle Commission

BY: _____
 (Executive Director)

BY: _____
 (Area Agency on Aging Director)

DATE: _____

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

[Signature]
 (Commission's Finance Officer)

Item 7.C – School Budget Amendments

<p>Budget Amendment Camden County Schools Administrative Unit Local Current Expense Fund</p> <p>The Camden County Board of Education at a meeting on the 11th day of June 2015 passed the following resolution.</p> <p>Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2015.</p> <table border="1"> <thead> <tr> <th rowspan="2">Code Number</th> <th rowspan="2">Description of Code</th> <th colspan="2">Amount</th> </tr> <tr> <th>Increase</th> <th>Decrease</th> </tr> </thead> <tbody> <tr> <td>5100</td> <td>Regular Instructional Programs</td> <td></td> <td>1,350.00</td> </tr> <tr> <td>5800</td> <td>School Based Support Services</td> <td>1,305.00</td> <td></td> </tr> <tr> <td>6100</td> <td>Support & Development Services</td> <td>12.00</td> <td></td> </tr> <tr> <td>6100</td> <td>Alt Prog. & Serv. & Dev. Services</td> <td>6.00</td> <td></td> </tr> <tr> <td>6500</td> <td>Operational Support Services</td> <td>10.00</td> <td></td> </tr> <tr> <td>6600</td> <td>Financial & Human Res. Serv.</td> <td>9.00</td> <td></td> </tr> <tr> <td>7100</td> <td>Community Services</td> <td>3.00</td> <td></td> </tr> <tr> <td>7200</td> <td>Nutrition Services</td> <td>5.00</td> <td></td> </tr> </tbody> </table> <p>Explanation:</p> <table> <tr> <td>Total Appropriation in Current Budget</td> <td>\$ 2,329,452.00</td> </tr> <tr> <td>Amount of Increase/Decrease of Above Amendment</td> <td>.00</td> </tr> <tr> <td>Total Appropriation in Current Amended Budget</td> <td>\$ 2,329,452.00</td> </tr> </table> <p>Passed by majority vote of the Board of Education of Camden County on the 11th day of June 2015.</p> <p><i>[Signature]</i> Chairman, Board of Education</p> <p><i>[Signature]</i> 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 on the minutes of said Board, this <u>16</u> day of <u>July</u>, 2015.</p> <p><i>[Signature]</i> Chairman, Board of County Commissioners</p> <p><i>[Signature]</i> Clerk, Board of County Commissioners</p>	Code Number	Description of Code	Amount		Increase	Decrease	5100	Regular Instructional Programs		1,350.00	5800	School Based Support Services	1,305.00		6100	Support & Development Services	12.00		6100	Alt Prog. & Serv. & Dev. Services	6.00		6500	Operational Support Services	10.00		6600	Financial & Human Res. Serv.	9.00		7100	Community Services	3.00		7200	Nutrition Services	5.00		Total Appropriation in Current Budget	\$ 2,329,452.00	Amount of Increase/Decrease of Above Amendment	.00	Total Appropriation in Current Amended Budget	\$ 2,329,452.00	<p>Budget Amendment Camden County Schools Administrative Unit Other Local Current Expense Fund</p> <p>The Camden County Board of Education at a meeting on the 11th day of June 2015 passed the following resolution.</p> <p>Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2015.</p> <table border="1"> <thead> <tr> <th rowspan="2">Code Number</th> <th rowspan="2">Description of Code</th> <th colspan="2">Amount</th> </tr> <tr> <th>Increase</th> <th>Decrease</th> </tr> </thead> <tbody> <tr> <td>6500</td> <td>Operational Support Services</td> <td>8,200.00</td> <td></td> </tr> <tr> <td>6600</td> <td>Financial & Human Res. Serv.</td> <td>1,200.00</td> <td></td> </tr> <tr> <td>6900</td> <td>Policy, Ldrshp & Pub Relations</td> <td></td> <td>200.00</td> </tr> <tr> <td>7200</td> <td>Nutrition Services</td> <td></td> <td>1,000.00</td> </tr> </tbody> </table> <p>Explanation: Additional revenue for Activity Bus Operations</p> <table> <tr> <td>Total Appropriation in Current Budget</td> <td>\$ 1,480,069.59</td> </tr> <tr> <td>Amount of Increase/Decrease of Above Amendment</td> <td>+1,200.00</td> </tr> <tr> <td>Total Appropriation in Current Amended Budget</td> <td>\$ 1,481,269.59</td> </tr> </table> <p>Passed by majority vote of the Board of Education of Camden County on the 11th day of June 2015.</p> <p><i>[Signature]</i> Chairman, Board of Education</p> <p><i>[Signature]</i> 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 on the minutes of said Board, this <u>16</u> day of <u>July</u>, 2015.</p> <p><i>[Signature]</i> Chairman, Board of County Commissioners</p> <p><i>[Signature]</i> Clerk, Board of County Commissioners</p>	Code Number	Description of Code	Amount		Increase	Decrease	6500	Operational Support Services	8,200.00		6600	Financial & Human Res. Serv.	1,200.00		6900	Policy, Ldrshp & Pub Relations		200.00	7200	Nutrition Services		1,000.00	Total Appropriation in Current Budget	\$ 1,480,069.59	Amount of Increase/Decrease of Above Amendment	+1,200.00	Total Appropriation in Current Amended Budget	\$ 1,481,269.59				
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6100	Support & Development Services	12.00																																																																											
6100	Alt Prog. & Serv. & Dev. Services	6.00																																																																											
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CAMDEN COUNTY BOARD OF COMMISSIONERS
Regular Meeting – July 6th, 2015

<p style="text-align: center;">Budget Amendment Camden County Schools Administrative Unit Capital Outlay Fund</p> <p>The Camden County Board of Education at a meeting on the 25th day of June, 2015, passed the following resolution.</p> <p>Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2015.</p> <table border="1"> <thead> <tr> <th rowspan="2">Code Number</th> <th rowspan="2">Description of Code</th> <th colspan="2">Amount</th> </tr> <tr> <th>Increase</th> <th>Decrease</th> </tr> </thead> <tbody> <tr> <td>9100</td> <td>Category I Projects</td> <td>2882.00</td> <td></td> </tr> </tbody> </table> <p>Explanation:</p> <table> <tr> <td>Total Appropriation in Current Budget</td> <td>\$</td> <td>656,973.40</td> </tr> <tr> <td>Amount of Increase / (Decrease) of Above Amendment</td> <td></td> <td>+ 2,882.00</td> </tr> <tr> <td>Total Appropriation in Current Amended Budget</td> <td>\$</td> <td>659,855.40</td> </tr> </table> <p>Passed by majority vote of the Board of Education of Camden County Schools on the 25th day of June 2015.</p> <p><i>[Signature]</i> Chairman, Board of Education</p> <p><i>[Signature]</i> 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 16th day of July 2015.</p> <p><i>[Signature]</i> Chairman, Board of County Commissioners</p> <p><i>[Signature]</i> Clerk, Board of County Commissioners</p>	Code Number	Description of Code	Amount		Increase	Decrease	9100	Category I Projects	2882.00		Total Appropriation in Current Budget	\$	656,973.40	Amount of Increase / (Decrease) of Above Amendment		+ 2,882.00	Total Appropriation in Current Amended Budget	\$	659,855.40	<p style="text-align: center;">Budget Amendment Camden County Schools Administrative Unit Local Current Expense Fund</p> <p>The Camden County Board of Education at a meeting on the 25th day of June 2015 passed the following resolution.</p> <p>Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2015.</p> <table border="1"> <thead> <tr> <th rowspan="2">Code Number</th> <th rowspan="2">Description of Code</th> <th colspan="2">Amount</th> </tr> <tr> <th>Increase</th> <th>Decrease</th> </tr> </thead> <tbody> <tr> <td>4110 4890.441</td> <td>County Appropriation Revenue – Band Trailer</td> <td>4,650.00</td> <td>45,000.00</td> </tr> </tbody> </table> <p>Explanation: Correct adopted Budget Resolution revenues to match actual revenues.</p> <table> <tr> <td>Total Appropriation in Current Budget</td> <td>\$</td> <td>2,369,802.00</td> </tr> <tr> <td>Amount of Increase/Decrease of Above Amendment</td> <td></td> <td>-40,350.00</td> </tr> <tr> <td>Total Appropriation in Current Amended Budget</td> <td>\$</td> <td>2,329,452.00</td> </tr> </table> <p>Passed by majority vote of the Board of Education of Camden County on the 25th day of June 2015.</p> <p><i>[Signature]</i> Chairman, Board of Education</p> <p><i>[Signature]</i> 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 16th day of July 2015.</p> <p><i>[Signature]</i> Chairman, Board of County Commissioners</p> <p><i>[Signature]</i> Clerk, Board of County Commissioners</p>	Code Number	Description of Code	Amount		Increase	Decrease	4110 4890.441	County Appropriation Revenue – Band Trailer	4,650.00	45,000.00	Total Appropriation in Current Budget	\$	2,369,802.00	Amount of Increase/Decrease of Above Amendment		-40,350.00	Total Appropriation in Current Amended Budget	\$	2,329,452.00																								
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Item 7.D – Volunteer Forms

Application for Citizen Service - Volunteer Form

If you are a citizen of Camden County and would like to serve on one of the County's boards or commissions, please complete this application and return it to the County Manager's Office, 300 East HWY 158, mail to P.O. Box 190, Camden, North Carolina 27801 or e-mail cmrstaff@camdencountync.gov.

Name: William M. Sawyer

Mailing Address: 533 N. Trotman Road, Camden, N.C. 27921

Township you live in:

Telephone (home): (252) 336-2224 (business): (252) 426-9113

Email address:

Are you a registered voter? Yes No

Have you ever been convicted of a felony? Yes No

Please identify any talent, interest, skill, experience or educational preparation which might be helpful to a board or commission:

Board or Commissions upon which you are interested in serving: (List on opposite side)
Economic Improvement Council

As a member of a Board or Commission, you will be expected to attend at least 75% of the meetings. Please note the by-laws of some Boards and Commissions limit the number of terms served. This application is a notification of your interest to serve on a Board or Commission to be considered by the Board of Commissioners when a vacancy occurs. Thanks for your interest in Camden County Government.

Signature: William M. Sawyer Date: 7-6-15

Created 8/11/2008

Item 7.E – NCACC Voting Delegate

**Designation of Voting Delegate
to NCACC Annual Conference**

I, _____, hereby certify that I am the duly designated voting
delegate for _____ County at the 108th Annual Conference of the North
Carolina Association of County Commissioners to be held in Pitt County, N.C., on August 20-23, 2015.

Signed: _____

Title: _____

Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year’s dues.”

Commissioner’s Report

Vice Chairwoman Sandra Duckwall gave the library report

Chairman McLain states the Albemarle Commission is giving away fans and the EIC has the weatherization program.

Recess Commissioner’s Meeting

Vice Chairwoman Sandra Duckwall made a motion to go into South Camden Water and Sewer District. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

***SOUTH CAMDEN WATER & SEWER DISTRICT
BOARD OF DIRECTORS***

Call to Order

Public Comments – None

Consideration of Agenda

Commissioner Clayton Riggs made a motion to accept the agenda as presented. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

New Business

A. *Monthly Update to the Board*

CAMDEN COUNTY BOARD OF COMMISSIONERS
Regular Meeting – July 6th, 2015

South Camden Water & Sewer Board

Monthly Work Order Statistics Report

Period: June 2015

	Submitted Work Orders	Completed Work Orders	Percentage Completed	Status of Uncompleted Work Orders
Water Collection/Distribution	137	137	100%	0
Sewer	1	1	100%	0

Locates:

Water Line: 102 total

Sewer Line:

Public Works Director Notes/Comments:

(Outstanding maintenance issues, staffing issues, etc.)

Commissioner Clayton Riggs made a motion to adjourn the South Camden Water and Sewer District Board. The motion passed 5-0 with Chairman Michael McLain, Vice Chairwoman Sandra Duckwall, Commissioners Tom White, Garry Meiggs and Clayton Riggs voting aye; no Commissioner voting no; no Commissioners absent; and no Commissioner not voting.

Reconvene Commissioner's Meeting

Information from Board and Staff

The following items were provided to the Board for their information, and a copy of these items is maintained in the Clerk's office.

- A. *Library Monthly Report - June*
- B. *Register of Deeds Monthly Report - June*
- C. *South Camden Fire Department*
- D. *Land Transfer Tax Collections*
- E. *ECBH - Meeting*
- F. *NWDB 2014 Data Book.*
- G. *2014_Child Health Report Card*

Meeting Adjourned

At 8:47 PM, Chairman Michael McLain asked if there were any other matters to come before the Board of Commissioners, hearing none, and by acclamation the meeting was adjourned.

*Chairman Michael McLain
Camden County Board of Commissioners*

ATTEST:

*Angela L. Wooten
Clerk to the Board*