



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

6:00 PM
July 1, 2024

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

Regular Meeting Agenda

1. SPECIAL PRESENTATION OF ADVANCED LAW ENFORCEMENT
CERTIFICATE TO DEPUTY JAMES DARNELL POWELL - Sheriff John Branche

2. ADOPT SUGGESTED AGENDA

Conflict of Interest Disclosure Statement

"Members of the Warren County Board of Commissioners are advised, hereby, of their duty under the State Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and, further, are instructed to refrain from participating in any matter coming before this Board of County Commissioners with respect to which there is a conflict of interest or appearance of such conflict".

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

3. PUBLIC HEARING

ESTABLISHING WARREN COUNTY TOURISM DEVELOPMENT AUTHORITY

- A. Comments from Staff
- B. Citizen Comments

4. PUBLIC HEARING

REZONING REQUEST FOR PARCEL K3C 155A FROM RESIDENTIAL TO LAKESIDE BUSINESS

- A. Comments from Staff
- B. Citizen Comments

5. PUBLIC HEARING

COMMUNITY DEVELOPMENT BLOCK GRANT - NEIGHBORHOOD

REVITALIZATION FUNDING

- A. Comments from Staff
- B. Citizen Comments

6. CITIZEN COMMENTS - REGULAR BOARD MEETING

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

7. CONSENT AGENDA

- A. Approve Minutes of June 3, 2024 Regular Meeting, June 3, 2024 Budget Work Session, June 10, 2024 Public Hearing and Special Meeting, and June 26, 2024 Work Session
- B. Tax Collector's Report for May 2024 Presented for Board's Information in Accordance with NCGS 105-350 - Tax Administrator John Preston
- C. Tax Release Requests (over/under \$100) in Accordance with NCGS 105-381 "Taxpayer's Remedies" as Information Only - Tax Administrator John Preston
- D. Consider Approval of Proclamation Declaring July 2024 as Parks & Recreation Month

8. COUNTY MANAGER'S UPDATE – Crystal Smith

9. FINANCE OFFICE – Nikki Dickerson

- A. Consider Approval of Amended FY23 Audit Contract with Winston, Williams, Creech, Evans and Company, LLP
- B. Consider Approval of Audit Contract with Winston, Williams, Creech, Evans and Company, LLP for FY24

10. ACTION ITEMS

- A. Consider Approval of Resolution Establishing a Warren County Tourism Development Authority - Charla Duncan, Community & Economic Development Director
- B. Request for Clarification and Adoption of a Consistency Statement: Rezoning Application for Parcel K3C 155A" - County Attorney Shiekell Richardson and Planning/Zoning Staff
- C. Consider Approval of the Community Center Site Feasibility and Design Work by CPL Architects & Engineers, PC in an Amount not to Exceed \$134,350 and Authorize the Interim County Manager to Execute all Documents - Charla Duncan, Community & Economic Development Director
- D. Consider Approval of Resolution Authorizing Execution of Kroger Opioid Settlement and Approving Supplemental Agreement for Additional Funds - County Attorney Shiekell Richardson
- E. Consider Approval of Warren County Memorial Library 2024 Through 2028 High-Level Strategic Plan
- F. Consider Approval of Appointment of Courtney Lockey as Animal Control Director Effective July 1, 2024 at an Annual Salary of \$50,233
- G. Consider Approval of Appointment of Mark Bloomer as Planning/Zoning Director Effective August 1, 2024 at an Annual Salary of \$74,915

11. PRESENTATIONS

- A. Paved Trails Feasibility Final Report

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

- A. Consider Re-appointment of John Skinner to the Town of Littleton Planning Board for a Three-Year Term Beginning July 1, 2024 and Ending June 30, 2027 as Requested by the Town of Littleton Planning Board
- B. Consider Appointment of John Skinner to the Town of Littleton Board of Adjustments for a Three-Year Term Beginning July 1, 2024 and Ending June 30, 2027 as Requested by Town of Littleton Planning Board

13. BOARD OF COUNTY COMMISSIONERS' UPDATES

14. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11(a)(5) FOR PROPERTY ACQUISITION AND PERSONNEL, AND NCGS 143-318.11(a)(4) FOR BUSINESS AND INDUSTRY EXPANSION

15. ADJOURN July 1, 2024 BOARD MEETING

NOTICE OF PUBLIC HEARING

TO CREATE A WARREN COUNTY TOURISM DEVELOPMENT AUTHORITY

The Warren County Board of Commissioners will conduct a public hearing on Monday, July 1, 2024, at 6:00 PM or shortly after to receive public comment and consider a resolution to create a Tourism Development Authority (TDA) to oversee the recently approved county occupancy tax of 5% on short-term rentals and associated fees. This hearing will be held at the Warren County Armory located at 501 US Hwy 158 Business East, Warrenton, NC.

For more information, contact Charla Duncan, Director of Warren County Community and Economic Development, at charladuncan@warrencountync.gov or call 252-257-3115.

The resolution can be read online at warrencountync.com.



To: Warren County Board of Commissioners

Through: Crystal Smith, Interim County Manager

From: Charla Duncan, Community & Economic Development Director

Re: Establishing a Warren County Tourism Development Authority (TDA)

Background

On June 3, 2024, the Warren County Board of Commissioners unanimously voted to implement a 5% occupancy tax on short-term lodgings in Warren County effective July 1, 2024. Counties that levy an occupancy tax are required to establish a tourism development authority (TDA). The TDA board is the sole entity responsible for spending the occupancy tax revenue. Members of the TDA board are appointed by the Board of Commissioners.

The resolution includes the following requirements:

In accordance with N.C.S.L. 2023-144, SENATE BILL 154, Part 13, the Authority's membership composition will be at least one-third of the members shall be individuals who are affiliated with businesses that collect the tax in the county, and at least one-half of the members shall be individuals who are currently active in the promotion of travel and tourism in the county.

The Authority will consist of seven (7) voting members appointed by the Warren County Board of Commissioners. Membership composition will be made from the following areas:

- One (1) Town of Macon representative recommended by the Town of Macon's Board of Commissioners to be appointed to a three-year term.
- One (1) Town of Norlina representative recommended by the Town of Norlina's Board of Commissioners to be appointed to a three-year term.
- One (1) Town of Warrenton representative recommended by the Town of Warrenton's Board of Commissioners to be appointed to a three-year term.
- One (1) representative recommended by the Lake Gaston Regional Chamber of Commerce to be appointed to a three-year term; this representative should be staff of the Chamber, or a member of the Chamber's board that is also a Warren County-based business owner
- The Director of Warren County Community and Economic Development (CED). The CED Director's term is not limited in the number of years.

- One (1) short-term rental owner to be appointed to a two-year term; this membership position is intended to be filled by a property owner renting out a private residence as a short-term rental
- One (1) Warren County hotel, motel, or bed-and-breakfast operator to be appointed to a two-year term; in the absence of such a business, this member can be a private residence short-term rental owner
- One (1) Warren County tourism-related business owner to be appointed to a two-year term.

The finance officer for Warren County shall be the ex officio finance officer of the Authority.

The Warren County Board of Commissioners shall designate one member of the Authority as chair and shall determine the compensation, if any, to be paid to members of the Authority.

The Authority shall meet at the call of the chair and shall adopt rules of procedure to govern its meetings.

The Authority shall expend the net proceeds of the 5% occupancy tax to promote travel and tourism and for tourism-related expenditures, as these terms are defined in N.C.S.L. 2023-144, SENATE BILL 154, Part 13.1.(c).

The Authority shall report quarterly and at the close of the fiscal year to the Warren County Board of Commissioners on its receipts and expenditures for the preceding quarter and for the year in such detail as the Board of Commissioners may require.

Fiscal Impact

To cover the cost of administering and collecting the tax, Warren County is allowed to retain up to 3% of the first \$500,000 of gross proceeds each year and 1% of the remaining gross receipts collected each year.

At least two-thirds of the county's occupancy tax revenue must be used to promote travel and tourism; the remainder of the funds shall be used for tourism-related expenditures.

2022 Comprehensive Development Plan Alignment

ED 5: Coordinate with Visit Warren County to encourage tourism.

2021-2024 Strategic Plan Alignment

Goal 3.0: Leverage the best of our assets to attract, retain and expand business, industry and residential growth – to revitalize/grow our 21st century economy.

Creating Outdoor Recreation Economies (CORE) Alignment

Goal 1: Increase outdoor recreation and related small business revenue by 5% annually

Recommendation

The director of Warren County Community and Economic Development recommends that the board of commissioners approve the proposed resolution creating a Tourism Development Authority in accordance with NC General Statutes.

Additional Analysis of the Aviles Rezoning Petition

2022 Comprehensive Development Plan Goals Relevant to Petitioned Rezoning

LUH-1.2: Review development proposals for their consistency with the Future Land Use Map, Character Areas, and other policy recommendations in this plan **LUH 4:** Designate land for economic development activities

ED-1.1: Encourage rezonings for commercial and mixed-use development in and near Neighborhood Centers and Commercial Mixed-Use areas on the Future Land Use Map

2022 Future Land Use Map and Petitioned Parcel

The petitioned parcel is located near the Commercial Mixed-Use Future Land Use Character Area (*the dark red on the map shown in Figure 1*). While the petitioned parcel does fall slightly outside of the shaded character area, it is located ~1200 ft from the character use area. The land use goal states that the county should be **encouraging rezonings in and near commercial mixed-use areas on the map**; staff have classified the petitioned parcel as near this area.

Additionally, there are more business zoned parcels further south on Hwy 903 that fall into a neighborhood center zone. The petitioned parcel falls between two clusters of Lakeside Business and Neighborhood Business zoned parcels (see figure 2). This parcel is located between two neighborhood centers on the county's future land use map. For geographic and landmark reference, one neighborhood center is along Hwy 903 where The Pointe and AF Wake are located; the other neighborhood center is on Hwy 903 where Gaston Point Properties is located across from the Salmon Landing boat ramp. With two neighborhood enters

There is both residential road frontage on Hwy 903 from Hwy 903 at Eaton Ferry Road down to where Hwy 903 crosses Lake Gaston at Salmon Landing (see figure 3). Residential road frontage looks across Hwy 903 at business districts for ~2,954 feet of road; this is in comparison to Residential road frontage looking across Hwy 903 at other Residential/Lakeside Residential road frontage for ~2200 ft. Therefore, a majority of the residential lots on this stretch of Hwy 903 are facing road frontage across Hwy 903 that is *already* zoned for either Lakeside Business or Neighborhood Business.

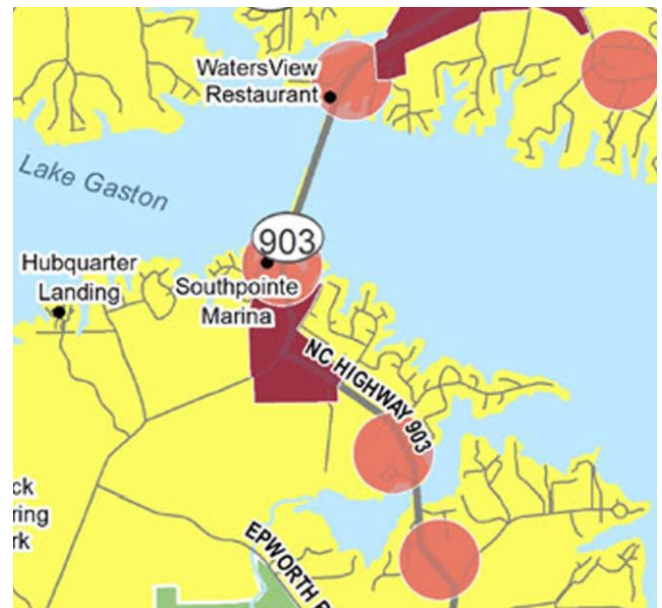


Figure 1 - Adopted Future Land Use Map



Figure 2 - Petitioned parcel circled

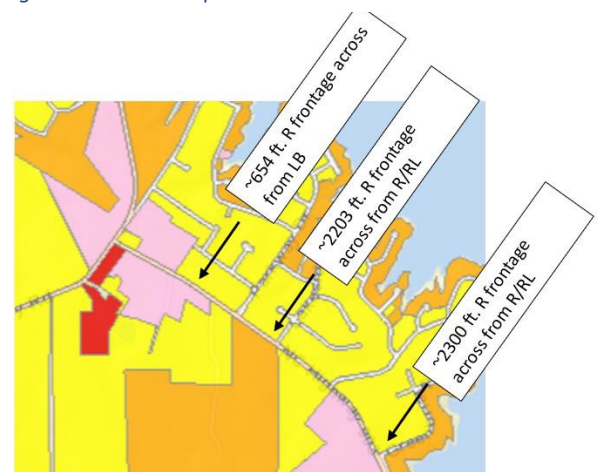


Figure 3: Residential frontage across Hwy 903 from Lakeside Business frontage

Heading northwest on HWY 903 from the petitioned parcel, there is approximately 1,695 feet of road frontage that is zoned either Neighborhood Business or Lakeside Business. This includes Lake Gaston Supply Company, The Boat Lift Store, Lake Gaston Marina Boat Repair Shop, and Billy's Auto. The petitioned parcel is approximately 1250 feet from the first stretch of businesses on Hwy 903 beginning at Eaton Ferry Road. To put that in perspective for local community members, the length is about the same as the distance from the Hardee's drive-thru in Warrenton to the far end of the fairgrounds (that is a little longer at ~1262 ft).



Figure 4: Business district on Hwy 903 at Eaton Ferry Road (~1249 ft from petitioned parcel); ~1695 ft of road frontage



Figure 5: Eaton's Ferry Grill site located across from undeveloped subdivision parcels



Figure 6: Eaton's Ferry Grocery and Grill site (~1249 ft from petitioned parcel)



Figure 4: Parcel zoned for LB with residential currently on it; located next to

When driving along Hwy 903 on the southbound side between The Boat Lift Store and Eaton's Ferry Grill, there are several houses. However, all of these parcels are zoned for Lakeside Business, despite the residential structures. Parcels K3C164, K3C163, and K3C1671 all are zoned LB, but have houses (see figures 7, 8, and 9). This means that should these property owners choose to sell, businesses could locate on those parcels.



Figure 8: Parcels with residential dwellings that are actually zoned LB; view of other businesses adjacent.



Figure 9: Parcel zoned for LB with residential currently on it; located next to The Boat Lift Store

Across from the petitioned parcel is residential. The subdivision of Eaton's Ferry Estates has two entrances, neither of which are located directly in front of the petitioned parcel. While the subdivision has parceled lots along Hwy 903, there are no developed residential parcels in the subdivision on Hwy 903. All developed residential parcels in this subdivision are located within the subdivision and do not have line of sight to Hwy 903. There is only one home adjacent to Hwy 903 in the area near the petitioned parcel and this residential lot is not a part of the Eaton's Ferry Estates subdivision. It is located at the corner of Hwy 903 and Eaton Ferry Road across from existing businesses.

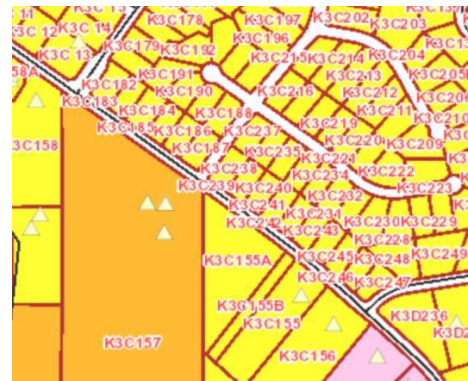


Figure 10: Residential parcels along Hwy 903 are undeveloped

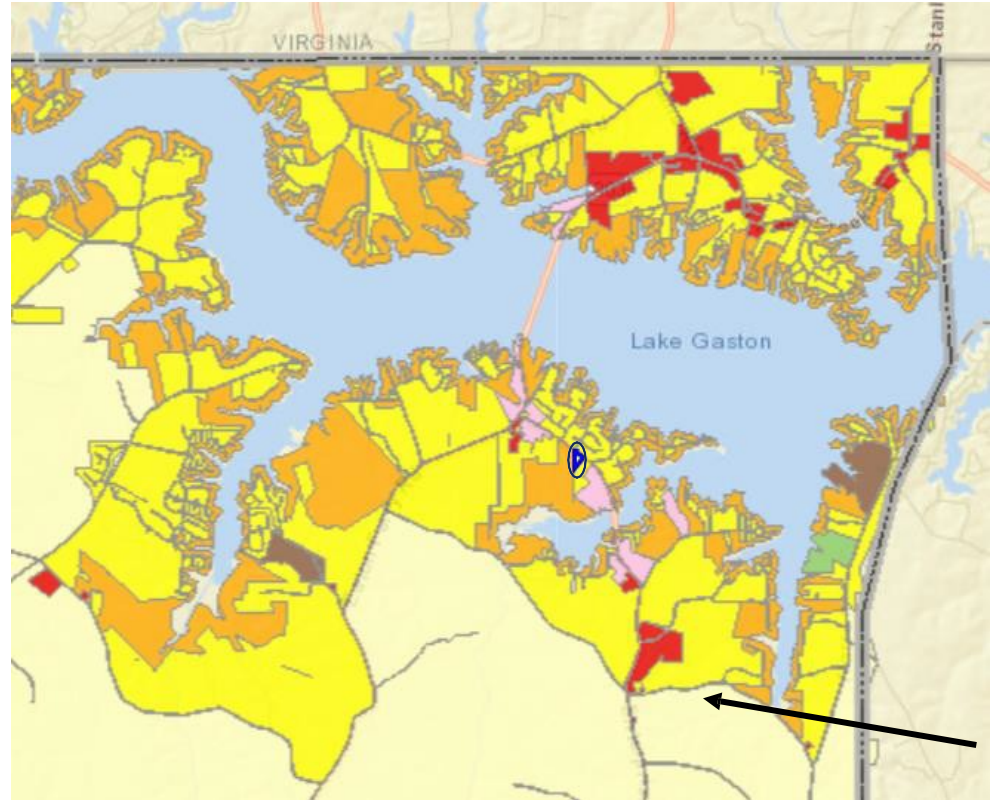
Of the Eaton's Ferry Estates subdivision parcels located directly along Hwy 903 and in the immediate area across from the petitioned parcel, all but one are owned by the developer. Parcels K3C247 through K3C238 are owned by Cen Pen Corporation with the exception of K3C239 which is owned by a private owner with a McLeansville, NC address (undeveloped). These parcels measure ~1683 ft of road frontage from the Forest Hill Drive entrance to the Parkway Drive entrance of the subdivision. To address concerns of the community about residential impact to the residents of the subdivision along Hwy 903, there are no residents located in those parcels of the subdivision.



Figure 11: Parkway Drive entrance 1 of Eaton's Ferry Estates located ~709 ft from the petitioned parcel; Eaton's Ferry Grill site within line of sight

Additional Thoughts

Warren County has the most shoreline mileage on Lake Gaston of all the five counties that border Lake Gaston. Warren County also has the biggest commercial area on the lake. The main artery of this commercial area and the bulk of services provided to residents are located along Hwy 903. To give you an idea of the zoning in the area around the petitioned parcel, commercial parcels stretch for about 3 miles of the Hwy 903 corridor from Eaton Ferry Road to Enterprise Road. The total amount of road frontage (both sides of the highway) that is zoned NB



or LB in this 3 miles is ~12,109 feet. This is compared to ~14,000 ft of road frontage that is zone R or RL. This 3-mile stretch of Hwy 903 is not predominately residential; there is less than 2,000 feet difference in road frontage between commercial properties and residential properties.

The recommendation to rezone is neither arbitrary nor capricious. The rezoning is in line with the county's 2022 comprehensive development plan goals and consistent with the future land use map. The petitioned parcel is located along the main thoroughfare- Hwy 903- through the Lake Gaston area. As the residential area continues to grow, the county will need to ensure that services are available to these residents. Not promoting economic development within the county will result in a leakage of revenue into other counties. It makes sense that commercial activity will grow along Hwy 903 given the existing commercial activity, as well as the desire to see public utilities grow as well, namely public sewer which would run along Hwy 903 toward Littleton, NC.



Warren County

Planning, Zoning & Code Enforcement Department

Rezoning Public Hearing

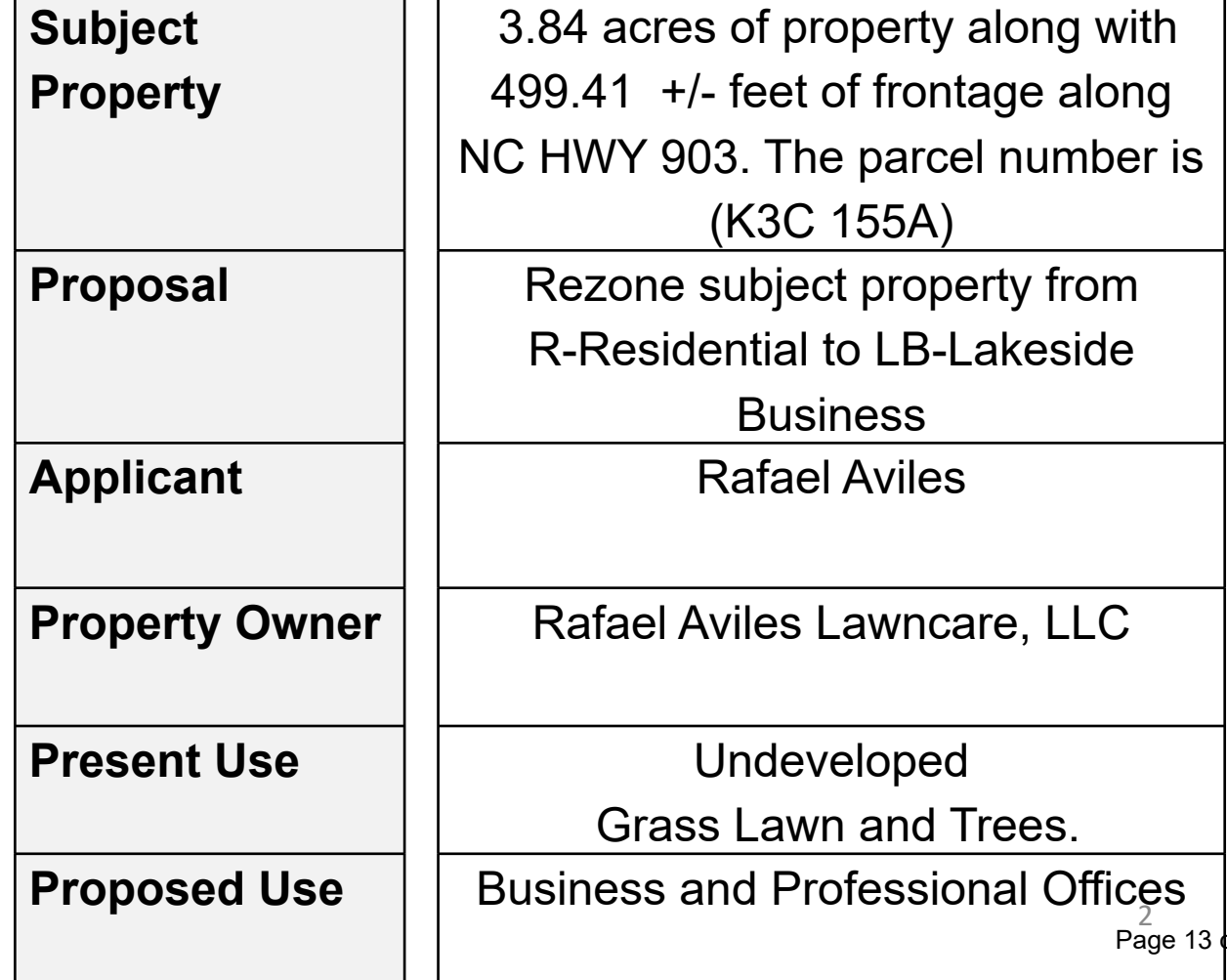
July 1st, 2024

RZ-01-24

Planning, Zoning & Code Enforcement



Summary Overview





Warren County

Planning, Zoning & Code Enforcement Department

Process

RE ZONING PROCESS (ZONING MAP AMENDMENT)

1. HOLD PUBLIC HEARING AND RECEIVE COMMENTS
2. Adopt a Consistency and Reasonableness Statement
Required by state statute 160D.605
3. Decision: Consider Motion to Approve or Deny the Recommendation to Rezone the Subject Property.



Warren County

Planning, Zoning & Code Enforcement Department

Process *(Continued)*

CONSIDER IMPACTS ON/FROM:

- POTENTIAL USES
- NEIGHBORS
- GENERAL PUBLIC
- TRAFFIC
- UTILITIES
- NEIGHBORHOOD CHARACTER
- SCHOOLS



Warren County

Planning, Zoning & Code Enforcement Department

Public Notice

Notice in the Warren Record:
Wednesday, April 24th & Wednesday, May 2nd

Written notice of the public hearing was mailed Thursday, April 18th and June 18th by First Class Priority Mail to property owners within 100-feet of the subject property.

Subject property has had a public notice of the rezoning on site Thursday, April 18th – June 4th, and currently since June 18th providing information about the rezoning and hearing.





Warren County

Planning, Zoning & Code Enforcement Department

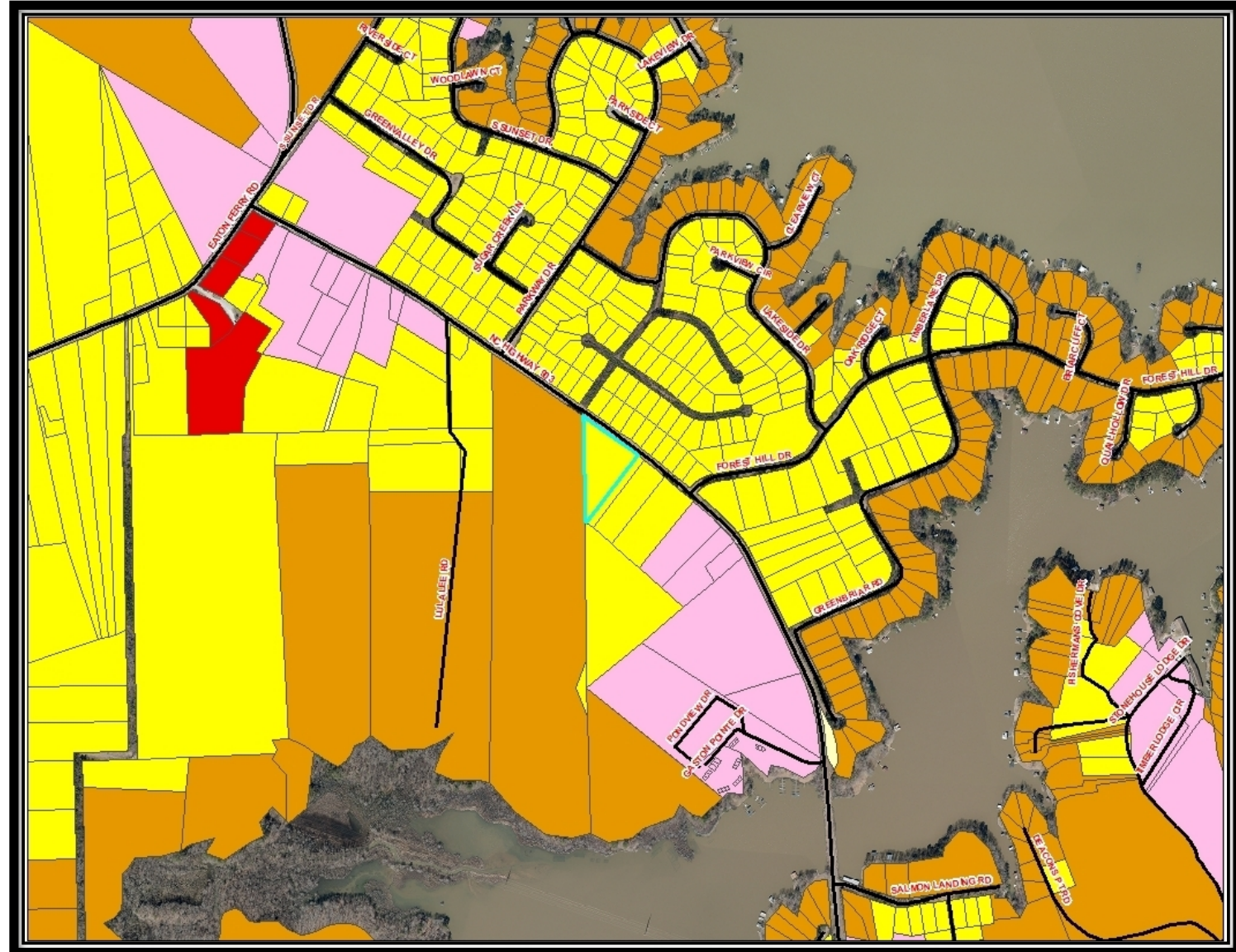
Subject Property

3.84 acres of property along with 499.41 +/- feet of frontage along NC HWY 903. The parcel number is (K3C 155A)



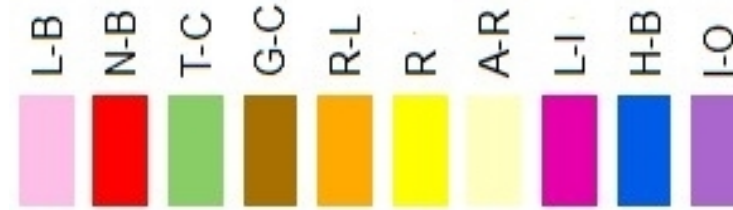


NC HWY 903 Corridor Overview

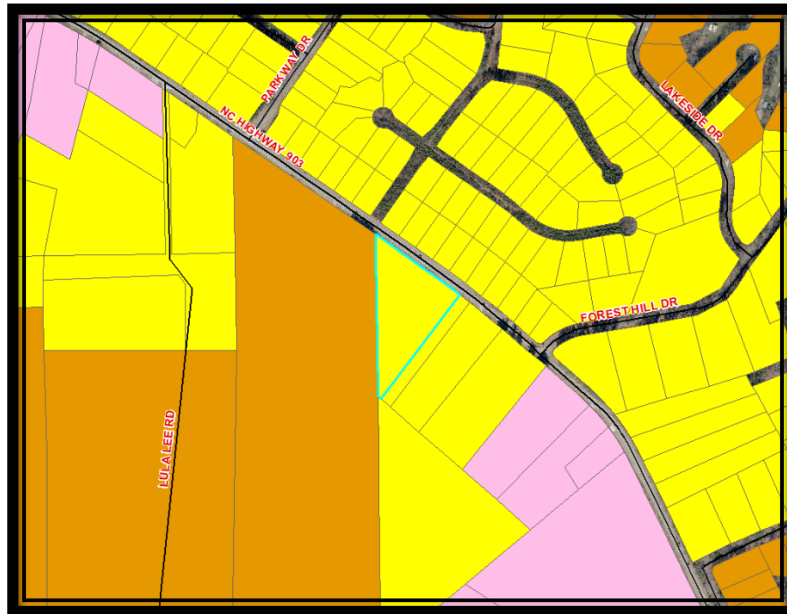




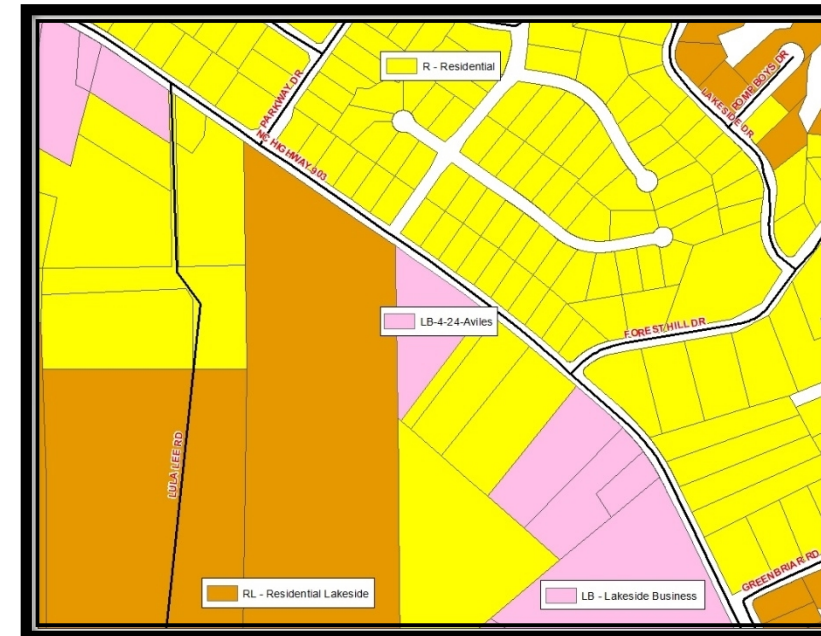
Comparison of Existing Zoning and Requested Zoning



Current Zoning



Requested Zoning Amendment



- L-B (Lakeside Business)
- N-B (Neighborhood Business)
- T-C (Tent-Trailer Camp)
- G-C (Group Camp)
- R-L (Residential Lakeside)
- R (Residential)
- A-R (Agricultural Residential)
- L-I (Light Industrial)
- H-B (Heavy Business)
- I-O (Interstate Overlay)



Warren County

Planning, Zoning & Code Enforcement Department

Staff Evaluation – Comprehensive Development Plan

- The consistency of the rezoning with the Comprehensive Development Plan

Recommendations which support:

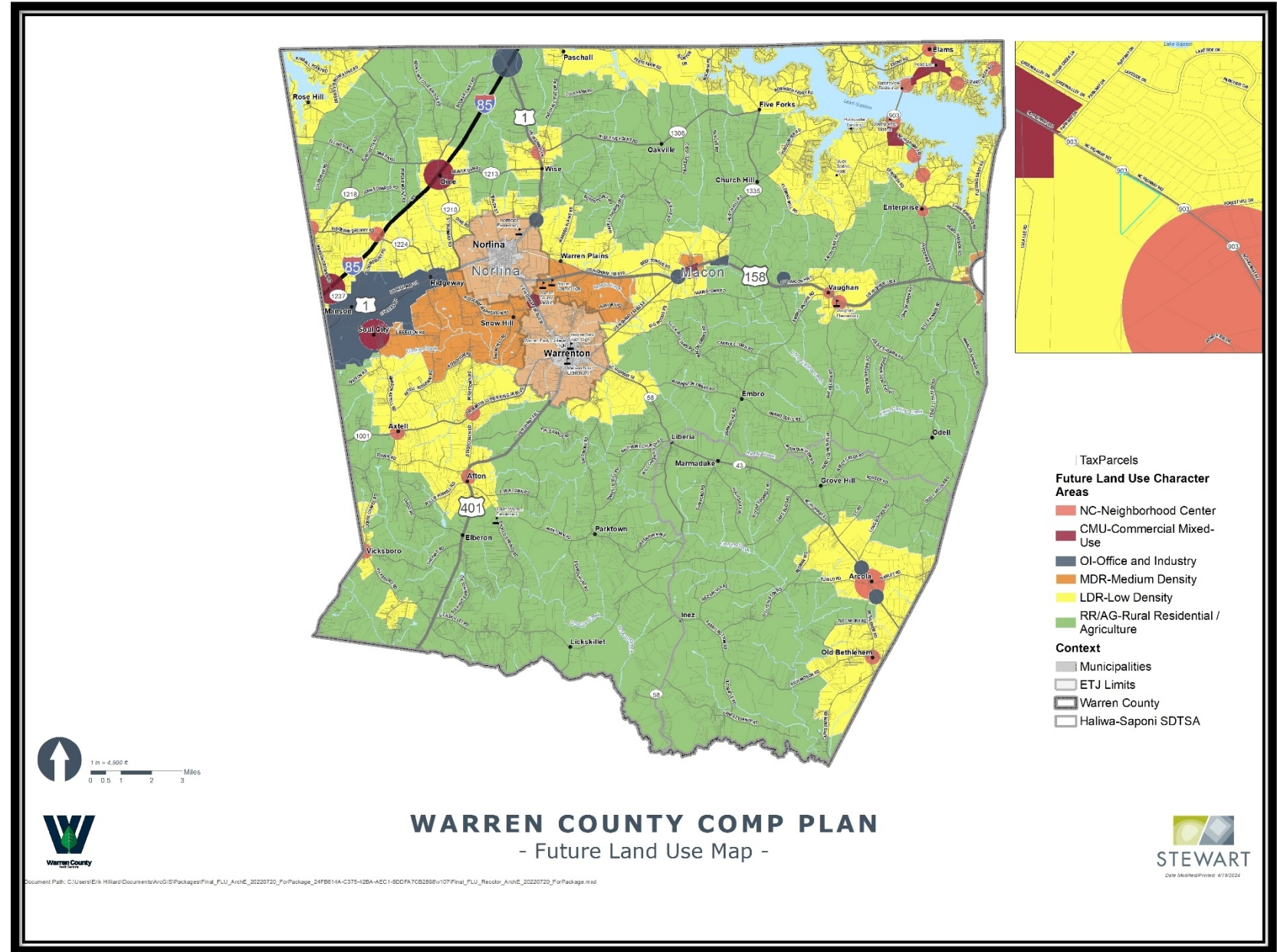
- **LUH 1.2:** Review development proposals for their consistence with the Future Land Use Map, Character Areas, and other police recommendations in this plan.
- **LUH 4:** Designate land for economic development activities.
- **ED1.1:** Encourage rezonings for commercial and mixed-use development in and near Neighborhood Centers and Commercial Mixed-Use areas on the future land use map.

- *It is the board's responsibility to determine what is defined as "in and near"*



Parcel Distance from
Neighborhood
Commercial: 435 Feet

Parcel Distance from
Commercial Mixed Use:
860 Feet





Warren County

Planning, Zoning & Code Enforcement Department

Staff Evaluation – Overall Corridor

- Surrounding Corridor Evaluation (See full document as part of item packet)
- Overview
 - Parcel is located between to clusters of Lakeside Business and Neighborhood Commercial zoned properties with business including Lake Gaston Supply Company, The Boat Lift Store, Lake Gaston Marina Boat Repair Shop, and Billy's Auto.
 - Parcel is located across from parcels zoned residential, but the lots are only legally recorded and there are no houses that abut NC HWY 903. All lots but 1 are currently owned by the developer. The 1 parcel is owned by a private owner and still undeveloped.
 - This corridor has been and continues to be a mixture of commercial



Warren County

Planning, Zoning & Code Enforcement Department

Staff Evaluation – Spot Zoning

- Staff evaluated the rezoning petition for possible spot zoning and has determined that the rezoning would NOT be considered spot zoning.

Why?

- The parcel is located on a corridor that has existing commercial uses and parcels zoned for both Lakeside Business and Neighborhood Business, making it a prime location for additional commercial land uses;
- The rezoning of this parcel is compatible with the Comprehensive Development plan and Future Land Use map;
- The relationship of uses between the proposed use and the current uses around the parcel are not at a disparity. There is currently a mix of residential, commercial, and agricultural uses around the parcel in



Warren County

Planning, Zoning & Code Enforcement Department

Staff Recommendation

The Planning and Development Staff recommends in **FAVOR** of the petitioner's request.

Staff finds the rezoning request to be reasonable. The Comprehensive Development Plan supports the petitioners rezoning request.



Warren County

Planning, Zoning & Code Enforcement Department

Board of Commissioners Action

- 1. Open Public Meeting**
- 2. Receive Comments**
- 3. Close Public Meeting**
- 4. Board of Commissioners Decision. One Motion**
(Second and Vote) to Proceed with a Final Decision.

- 1. Motion and Vote concerning a final decision to adopt the Zoning Map Amendment and change the subject property's classification from R-Residential to LB-Lakeside Business Zoning District.**



Warren County

Planning, Zoning & Code Enforcement Department

Board of Commissioners Statement and Motion Examples

Motion to Approve the rezoning as proposed as the board has found it to be reasonable and consistent with the comprehensive plan. It is consistent with: Land Use and Housing Goals 1.2, 4, and Economic Development 1.1, and the parcel is close enough to the neighborhood commercial and commercial mixed use

Motion to Deny the rezoning as it is not reasonable, nor consistent with the Comprehensive Development Plan. The property is located in the low density residential character area on the Future Land Use Map, which does not support commercial development, and is deemed to be too far from the neighborhood centers on the Future Land Use Map to be



To: Warren County Board of Commissioners

Through: Crystal Smith, Interim County Manager

From: Rose Ponton, Community Development Division Manager

Re: Public Hearing for Community Development Block Grant-Neighborhood Revitalization (CDBG-NR) application

Background

As the Community and Economic Development (CED) department has grown to include community development within its scope of work, an important departmental goal has been to obtain Community Development Block Grant (CDBG) funding to assist community members with housing rehabilitation needs. As such, CED has obtained approval from this board to pursue a CDBG-NR grant in the fall of 2024. As per the requirements for CDBG funding, the county has contracted with Insight Planning and Development for this process. Also, in accordance with these requirements, the county will hold two public hearings to inform the board and residents about details of this process.

The first of these public hearings is an opportunity for the board and citizens to obtain information about the amount of funding available, the requirements surrounding benefits to low- and moderate-income individuals, eligible activities, and plans to minimize displacement and/or provide displacement assistance, as necessary. During this public hearing, citizens will also be given the opportunity to provide oral and written comment on the County's potential use of CDBG funding.

Though neighborhood revitalization funds may be used for housing rehabilitation activities including, but not limited to, acquisition of real property, relocation and demolition, rehabilitation of residential and non-residential structures, and activities relating to energy conservation and renewable energy resources, it is anticipated that this round of funding will focus on rehabilitation of residential structures.

CDBG grants do not require a county match. The maximum grant award is \$950,000; the county can apply for less. Up to 10% of the grant award can be applied to administration costs.

2022 Comprehensive Development Plan Alignment

ED 6: Support efforts to encourage redevelopment and revitalization.

LUH 3.6: Ensure adequate property maintenance and enforcement of health, safety and welfare concerns.

LUH 3.7: Ensure educational and financial assistance programs to homeowners are promoted and fully utilized to maintain existing housing stock.

Recommendation

On May 6, 2024, the Warren County Board of Commissioners voted to participate in the CDBG-NR process. The county is now holding the first of two required public hearings. A second hearing will be held once the homeowner applications are accepted and reviewed.



Board of Commissioners Regular Meeting

June 3, 2024

MINUTES

1. ADOPT SUGGESTED AGENDA

On motion of Commissioner Baker, seconded by Commissioner Hunt, and duly carried by unanimous vote, the June 3, 2024 Regular Meeting Suggested Agenda was approved.

2. PUBLIC HEARING

A. Public Hearing for Warren County Occupancy Tax (5%)

1. Comments From Staff

Community & Economic Development Director Charla Duncan provided an overview of the proposal for Occupancy Tax in Warren County.

2. Citizen Comments

- Brady Martin, Economic Development Commission Chair, stated that the Economic Development Commission is in support of the 5% Occupancy Tax to be charged on short-term rentals in Warren County.
- Angelena Kearney-Dunlap stated that the benefits of this Occupancy Tax far outweigh the cons of enacting the Occupancy Tax. She further stated that she recommends a fair and equitable distribution of the revenues received so that the whole county will benefit.
- Neal Anderson stated that the county should allow seasonal residents the right to vote so that they can have a say in things like the Occupancy Tax.
- Vielka Gabriel-Alston thanked Ms. Duncan for clarifying the Occupancy Tax. She further stated that this may be an opportunity for those owning property other than lake property to realize the value of their property.

3. CITIZEN COMMENTS - REGULAR BOARD MEETING

Rules for Citizen Comments: Please sign up to speak. The maximum time allotted to each speaker will be FIVE (5) minutes; Clerk to the Board will keep time. Any group of people who support or oppose the same position should designate a spokesperson. Please address only those items which might not have been addressed by a previous speaker. If a response from the County Manager and/or Board is desired, leave a copy of your comment(s) with the Clerk to the Board. Order and decorum will be maintained. This is not a question and answer session.

Reinaldo Espinosa stated he was injured at a festival held at the Lions Den and that our insurance company has stated they will only pay \$1,000. He stated that Paula Pulley has not contacted him anymore about the incident. Mr. Espinosa then asked the Board to move forward with district voting for Commissioner seats. Espinosa feels district voting would be more fair to those living in each district. Mr. Espinosa stated that the county needs to put leadership in place that know what they are doing, and that a forensic audit should be conducted.

4. CONSENT AGENDA

A. Consider Approval of Minutes of May 6, 2024 Regular Meeting, May 8, 2024 Budget Work Session, and May 22, 2024 Budget Work Session

On motion of Commissioner Baker, seconded by Commissioner Powell, and duly carried by unanimous

vote, the minutes of the May 6, 2024 Regular Meeting, May 8, 2024 Budget Work Session, and May 22, 2024 Budget Work Session were approved as presented.

B. Tax Collector's Report for April 2024 presented for Board's information in accordance with NCGS 105-350 (John Preston, Tax Administrator)

On motion of Commissioner Baker, seconded by Commissioner Powell, and duly carried by unanimous vote, the Tax Collector's Report for April 2024 was approved.

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

On motion of Commissioner Baker, seconded by Commissioner Powell, and duly carried by unanimous vote, the Tax Release Requests (over & under \$100) were approved.

5. COUNTY MANAGER'S UPDATE – Crystal Smith

Interim County Manager Crystal Smith stated that the County Manager position has been posted and several applications have been received.

6. ACTION ITEMS

A. Consider Approval of Verizon Water Tower Lease Agreement Renewal - Public Utilities - Eric St. Sing

On motion of Commissioner Hunt, seconded by Commissioner Baker, and duly carried by unanimous vote, the Verizon Water Tower Lease Agreement Renewal was approved.

B. Consider Approval of Resolution to Levy a 5% Occupancy Tax - Charla Duncan, Community & Economic Development Director

On motion of Commissioner Davis, seconded by Commissioner Baker, and duly carried by unanimous vote, the Resolution to Levy 5% Occupancy Tax was approved.

C. Consider Adoption of Local Water Supply Plan (LWSP) for NCDEQ - Utilities - Eric St. Sing

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the Local Water Supply Plan (LWSP) for NCDEQ was approved.

7. BOARD, COMMITTEE, COMMISSIONS APPOINTMENTS AND RE-APPOINTMENTS

A. Consider Appointment of Dr. Kara Henderson to the Economic Development Commission for a First Term Beginning July 1, 2024 and Ending June 30, 2027

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, Dr. Kara Henderson was appointed to the Economic Development Commission for a first term beginning July 1, 2024 and ending June 30, 2027.

B. Consider Re-Appointment of Candace White, Member At-Large, to the Warren County Board of Health for a Second Term Beginning June 1, 2024 and Ending May 31, 2027

On motion of Commissioner Baker, seconded by Commissioner Powell, and duly carried by unanimous vote, Candace White was appointed to the Board of Health as Member At-Large for a second term beginning June 1, 2024 and ending May 31, 2027.

C. Consider Appointment to the Vance Granville Community College Board of Directors

Chairman Pierce stated that Warren County will be asked to name one voting member to the Vance Granville Community College Board of Directors and asked the Commissioners to think about who should be recommended to represent Warren County.

8. BOARD OF COUNTY COMMISSIONERS' UPDATES

There were no Commissioner updates.

9. ADJOURN June 3, 2024 BOARD MEETING

On motion of Commissioner Baker, seconded by Commissioner Powell, and duly carried by unanimous vote, the June 3, 2024 Regular Meeting was adjourned.

Paula Pulley, Clerk to the Board



Board of Commissioners FY25 Budget Work

Session

June 3, 2024

MINUTES

1. ADOPT SUGGESTED AGENDA

On motion of Commissioner Davis, seconded by Commissioner Powell, and duly carried by unanimous vote, the FY25 Budget Work Session Agenda was adopted.

2. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11(a)(5) FOR PERSONNEL MATTERS

On motion of Commissioner Hunt, seconded by Commissioner Baker, and duly carried by unanimous vote, the Board entered Closed Session in accordance with NCGS 143-318.11(a)(5) for Personnel Matters.

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

3. FY25 BUDGET DISCUSSION

Interim County Manager Crystal Smith provided updates on the proposed FY25 Proposed Budget.

Discussion was held concerning salaries and the results of the recent Compensation Study. On motion of Commissioner Hunt, seconded by Commissioner Baker, and duly carried by unanimous vote, the June 3, 2024 FY25 Budget Work Session was recessed until after the June 3, 2024 Regular Meeting.

Finance Officer Nikki Dickerson reported that there is a savings of \$4 million in the FY24 Budget because Warren County Schools and Vance Granville Community College have not requested their full appropriations, some economic incentive money will not be used, the Detention Center will not use all of the funding provided, and lapsed salaries.

The June 3, 2024 FY25 Budget Work Session reconvened at 8:22 p.m. following the Regular Meeting. The following recommendations were made regarding next steps for the FY25 Proposed Budget:

- Follow Phase I and Phase II of the Compensation Study, along with 3% COLA, and have the Board of Commissioners determine salaries for those that report directly to them.
- Look into software programs to digitize Department of Social Services records thereby eliminating the need for extra storage areas for Department of Social Services.
- Include a paid firefighter for each Station with the condition that a committee be formed to look into future funding options.
- Look into possible storage unit for the Sheriff's Office.

4. ADJOURN June 3, 2024 BOARD MEETING

Paula Pulley, Clerk to the Board



Board of Commissioners Budget Public Hearing and Special Meeting

June 10, 2024

MINUTES

1. ADOPT SUGGESTED AGENDA

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the June 10, 2024 Budget Public Hearing and Special Meeting Agenda was approved.

2. PUBLIC HEARING - FY25 BUDGET

A. Comments from Staff

Interim County Manager Crystal Smith provided an overview of the FY25 Proposed Budget.

B. Citizens Comments

No Citizen Comments

3. FOLLOW UP

A. Consider Re-Appointment of Jeff Zimmer for a 3rd Three-Year Term on the Lake Gaston Weed Control Council Beginning May 1, 2024 and Ending April 30, 2027 (First presented May 6, 2024 - motion did not receive a second)

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, Jeff Zimmer was appointed to the Lake Gaston Weed Control Council for a third three-year term beginning May 1, 2023 and ending April 30, 2027.

B. Consider Re-Appointment of Randall Robinson (2nd Term) and Julia Torain (2nd Term) to the Zoning Board of Adjustments With Three-Year Terms Beginning May 1, 2024 and Ending April 30, 2027 (first presented May 6, 2024 - motion did not receive a second)

On motion of Commissioner Hunt, seconded by Commissioner Davis, and duly carried by unanimous vote, Randall Robinson and Julia Torain were appointed to second three-year terms on the Zoning Board of Adjustments beginning May 1, 2024 and ending April 30, 2027.

C. Consider Approval of Public Comment Policy for Board of Commissioners Meetings - Clerk to the Board Paula Pulley and County Attorney Shiekel Richardson (First presented May 6, 2024 - motion did not receive a second)

On motion of Commissioner Hunt, seconded by Commissioner Baker, and duly carried by unanimous vote, the Public Comment Policy for Board of Commissioners Meetings was approved with the addition of that when a written response is requested, the response will be shared at the following Board of Commissioners meeting.

D. Discussion on Petition for Zoning Map Amendment of Parcel # K3C 155A From Residential (R) to Lakeside Business (LB) that was Presented on May 6, 2024 - County Attorney Shiekel Richardson

County Attorney Shiekel Richardson stated that there is a need to amend the language in the memo for the Petition for Zoning Map Amendment of Parcel #K3C 155A from Residential to Lakeside Business. A Statement of Consistency is also needed. Attorney Richardson recommends holding a Public Hearing and action on this item at the July 1, 2024 Regular Meeting.

4. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11(a)(5) FOR PERSONNEL MATTERS

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the Board entered Closed Session in accordance with NCGS 143-318.11(a)(5) for Personnel

Matters.

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

5. ADJOURN June 10, 2024 BOARD MEETING

Paula Pulley, Clerk to the Board

**Tax Collector's Report
to the Warren County Board of Commissioners
For the Month May 2024**

2023-2024

Current Year Collections

Tax Year	Charge	Collected in May	Collected to Date	Balance Outstanding	Percentage Collected
May 2024 FY 24	\$20,244,043	\$80,054	\$19,828,567	\$415,476	97.95
May 2023 FY 23	\$19,765,059	\$95,029	\$19,324,257	\$440,802	97.77

Delinquent Collections

2022	\$425,576	\$16,848	\$219,774	\$205,802	51.64
2021	196,684	2,888	53,533	\$143,151	27.22
2020	135,478	1,764	22,485	\$112,993	16.60
2019	148,740	5,806	16,218	\$132,522	10.90
2018	89,239	847	6,714	\$82,525	7.52
2017	88,422	397	6,277	\$82,145	7.10
2016	67,068	490	4,814	\$62,254	7.18
2015	55,888	421	3,731	\$52,157	6.68
2014	47,385	489	3,074	\$44,311	6.49
2013	75,533	625	5,846	\$69,687	7.74
Total Delinquent Years	\$1,330,013	\$30,575	\$342,466	\$987,547	

Other May Receipts

County Penalties

Landfill User Fees

Municipalities

Fire District Taxes

Advance Taxes

\$ 8,683	\$ 76,777
\$ 20,198	\$ 1,535,152
\$ 5,847	\$ 670,506
\$ 51,433	\$ 1,184,856
\$ 15,005	\$ 101,028

MAY GRAND TOTAL

\$306,824	\$43,063,609
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John Preston, Tax Administrator

6/14/2024

John Preston, Tax Administrator

Over \$100

7/1/2024

CO MGR INITIALS: _____ Date: _____

ERROR CORRECTION RELEASES:

WILSON ROBERT & SHARON	2016 02080-200	57024	\$	145.94	BANKRUPTCY RELEA
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TOTAL ERROR CORRECTIONS:

\$ 145.94

MOTOR VEHICLE RELEASES:

LEVAI DAVID WILLIAM	2023 RHP7055	V-138588	\$	608.83	GAP BILL RELEASE/C
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SUB-TOTAL MOTOR VEHICLE RELEASES:

\$ 608.83

SUB-TOTAL CORRECTION RELEASES:

\$ 145.94

Total Releases

\$ 754.77

Under \$100

7/1/2024

CO MGR INITIALS: _____ Date: _____

ERROR CORRECTION RELEASES:

<u>NAME</u>	<u>Year</u>	<u>ACCT#</u>	<u>MAP #</u>	<u>RECORD #</u>	<u>AMOUNT</u>	<u>REASON</u>
HENDERSON SAMUEL	2023	09851-301		19139	\$ 2.00	FEE NOT INCLUDED
SUB-TOTAL ERROR CORRECTIONS:					\$ 2.00	

MEMORANDUM

TO: Warren County Board of Commissioners

FROM: Nikki Dickerson, Finance Director

DATE: July 1, 2024

RE: Approval of Audit Contracts

1. FY 23 audit contract amendment for consideration and signature.
2. FY 24 audit contract for consideration and for signature.

Whereas	Primary Government Unit WARREN COUNTY
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor WINSTON, WILLIAMS, CREECH, EVANS & COMPANY, LLP

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/23	and originally to be submitted to the LGC on	Date 10/31/23
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hereby agree that it is now necessary that the contract be modified as follows.

☒ Modification to date submitted to LGC

Original date 10/31/23	Modified date 06/30/24
Original fee	Modified fee

☐ Modification to fee

Primary Other
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

- | | | |
|----------------------------------|-------------------------------------|--|
| ☐ | ☐ | Change in scope |
| ☐ | ☒ | Issue with unit staff/turnover/workload |
| ☐ | ☒ | Issue with auditor staff/turnover/workload |
| ☐ | ☐ | Third-party financial statements not prepared by agreed-upon date |
| ☐ | ☐ | Unit did not have bank reconciliations complete for the audit period |
| ☐ | ☐ | Unit did not have reconciliations between subsidiary ledgers and general ledger complete |
| ☐ | ☐ | Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger |
| ☐ | ☐ | Unit did not have information required for audit complete by the agreed-upon time |
| ☐ | ☐ | Delay in component unit reports |
| ☐ | ☐ | Software - implementation issue |
| ☐ | ☐ | Software - system failure |
| ☐ | ☐ | Software - ransomware/cyberattack |
| ☐ | ☐ | Natural or other disaster |
| ☒ | ☐ | Other (please explain) |

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

The County now has a better understanding of subscriptions to be included. More processes and procedures are being implemented for reconciliations now that County has been through the initial year with subscriptions and understands the impact to the financial stmts.

Additional Information

Please provide any additional explanation or details regarding the contract modification.

The County had a turnover of the finance officer near year end. The use of a contract worker for SKE for the County also affected availability. The accounting firm also had turnover of staff during the audit period and scheduling issues due to the audit continuing into tax season.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
WINSTON, WILLIAMS, CREECH, EVANS & COMPANY, LLP	
Authorized Firm Representative* (typed or printed)	Signature*
JENNIFER REESE	
Date*	Email Address
6/27/2024	reese@wwcecpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
WARREN COUNTY	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed)	Signature*
JENNIFER JORDAN PIERCE	
Date	Email Address
	jenjord25@hotmail.com

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT

(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer*	Signature*
NIKKI DICKERSON	
Date of Pre-Audit Certificate*	Email Address*
	nikkidickerson@warrencountync.gov

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved Amended Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed) N/A	Signature
Date of Pre-Audit Certificate	Email Address

The	Governing Board BOARD OF COMMISSIONERS
of	Primary Government Unit WARREN COUNTY
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name WINSTON, WILLIAMS, CREECH, EVANS & COMPANY, LLP
	Auditor Address P. O. BOX 1366, OXFORD, NC 27565

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

CHUCK MURRAY

CONTRACTOR TO COUNTY

leanliner@aol.com

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

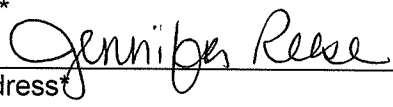
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	WARREN COUNTY
Audit Fee (financial and compliance if applicable)	\$ 79,500
Fee per Major Program (if not included above)	\$ 3,900 per major program >3
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 5,950
All Other Non-Attest Services	\$ 6,900
TOTAL AMOUNT NOT TO EXCEED	\$ 110,000

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
WINSTON, WILLIAMS, CREECH, EVANS & COMPANY, LLP	
Authorized Firm Representative (typed or printed)* JENNIFER REESE	Signature* 
Date* 6/27/24	Email Address* reese@wwcecpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
WARREN COUNTY	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* JENNIFER JORDAN PIERCE	Signature*
Date	Email Address* jenjord25@hotmail.com

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 110,000
Primary Governmental Unit Finance Officer* (typed or printed) NIKKI DICKERSON	Signature*
Date of Pre-Audit Certificate*	Email Address* nikkidickerson@warrencountync.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

Winston, Williams, Creech, Evans, & Company, LLP

Certified Public Accountants



America Counts on CPAs

1
Gary L. Williams, CPA
Carleen P. Evans, CPA
Jennifer T. Reese, CPA
Tara H. Roberson, CPA

Curtis G. Van Horne, CPA

June 26, 2024

To the Board of Commissioners and Management

Warren County
548 W. Ridgeway Street
Warrenton, NC 27589

We are pleased to confirm our understanding of the services we are to provide for Warren County for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Warren County as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Warren County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Warren County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Law Enforcement Officers' Special Separation Allowance Schedule of Changes in Total Pension Liability and Schedule of Total Pension Liability as a Percentage of Covered Payroll.
- 3) Healthcare Benefits Plan Schedule of Changes in the Net OPEB Liability and Related Ratios.
- 4) Local Government Employees' Retirement System Schedules of the County's Proportionate Share of Net Pension Liability (Asset) and Schedule of County Contributions.
- 5) Register of Deed's Supplemental Pension Fund Schedule of the County's Proportionate Share of the Net Pension Asset and Schedule of County Contributions.

We have also been engaged to report on supplementary information other than RSI that accompanies Warren County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial

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www.wwcecpa.com



statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Combining and individual fund financial statements.
- 2) Budgetary schedules.
- 3) Other schedules.
- 4) Schedule of expenditures of federal and State awards.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory information of the Annual Comprehensive Financial Report (ACFR).
- 2) Statistical section of the ACFR.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some

material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry. In connection with component units, we will assess materiality, review reports, and evaluate subsequent events from component unit report date through your audit report date.

We have identified the following significant risks of material misstatement as part of our audit planning:

- 1) Management override of controls.
- 2) Improper revenue recognition.
- 3) Complexity of rules associated with grant administration may lead to errors.

Our audit planning has not concluded and modifications may be made to this list.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to

management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Warren County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Warren County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Warren County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and State awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements' date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and State awards; federal and State award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2)

employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on August 1, 2024.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Winston, Williams, Creech, Evans & Company, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement. With regard to an exempt offering document with which Winston, Williams, Creech, Evans & Company, LLP is not involved, you agree to clearly indicate in the exempt offering document that Winston, Williams, Creech, Evans & Company, LLP is not involved with the contents of such offering document.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal and State awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and State awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Warren County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. We will prepare the trial balance for use during the audit. Our preparation will be limited to formatting information into a working trial balance based on management's chart of accounts. We will also assist with preparing and posting audit journal entries, reconciliations, schedules and other required regulatory and LGC forms. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes services and other services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal and State awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal and State awards, and related notes and other services previously defined and that you have reviewed and approved the financial statements, the schedule of expenditures of federal and State awards, and related notes and other services previously defined prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate or an extension of the timeline.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and State awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Winston, Williams, Creech, Evans & Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S.

Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Winston, Williams, Creech, Evans & Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Local Government Commission. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Tara Roberson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Winston, Williams, Creech & Evans, LLP's independence is not impaired under the *AICPA Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. We expect to begin our audit on approximately July 10, 2024. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$85,450 plus \$3,900 per Single Audit program greater than three for the year ended June 30, 2024 plus \$1,100 per group of 10 errors found exceeding 15 during the compliance audit. We will also prepare the AFIR for the County at a rate of \$1,750. Bank confirmation fees charged by confirmation.com will be passed on to the County at a rate not to exceed \$300. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

As an attest client, Winston, Williams, Creech, Evans & Company, LLP cannot retain your documents on your behalf. This is in accordance with the ET 1.295.143 of the *AICPA Code of Professional Conduct*. Warren County is responsible for maintaining its own data and records.

Sharefile is used solely to transmit data and is not intended to store Warren County's information. Warren County is responsible for downloading any deliverables and other records from the Sharefile that it wishes to retain for its own records at the completion of the engagement.

Upon completion of the engagement, data and other content will either be removed from the Sharefile or become unavailable to Warren County within a reasonable time frame of 45 days after LGC audit approval.

Sharefile is used solely as a method of exchanging information and is not intended to store Warren County's information. At the end of the engagement, Winston, Williams, Creech, Evans & Company, LLP will provide Warren County with a copy (in an agreed-upon format) of deliverables and data related to the engagement from the Sharefile.

Upon completion of the engagement, data and other content will either be removed from the Sharefile or become unavailable to Winston, Williams, Creech, Evans & Company, LLP within a reasonable time frame of 45 days after LGC audit approval.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and Management of Warren County. We will make reference to the component unit auditors in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter

paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Warren County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Winston, Williams, Creech, Evans & Company, LLP

Winston, Williams, Creech, Evans & Company, LLP
 Certified Public Accountants
 Oxford, NC

RESPONSE:

This letter correctly sets forth the understanding of Warren County.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



Report on the Firm's System of Quality Control

October 30, 2023

To the Partners of Winston, Williams, Creech, Evans & Company, LLP and the Peer Review Committee of Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Winston, Williams, Creech, Evans & Company, LLP (the firm) in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Winston, Williams, Creech, Evans & Company, LLP in effect for the year ended March 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Winston, Williams, Creech, Evans & Company, LLP has received a peer review rating of *pass*.

Johnson, Wiley & Munchman, P.C.



To: Warren County Board of Commissioners

Through: Crystal Smith, Interim County Manager

From: Charla Duncan, Community & Economic Development Director

Re: Establishing a Warren County Tourism Development Authority (TDA)

Background

On June 3, 2024, the Warren County Board of Commissioners unanimously voted to implement a 5% occupancy tax on short-term lodgings in Warren County effective July 1, 2024. Counties that levy an occupancy tax are required to establish a tourism development authority (TDA). The TDA board is the sole entity responsible for spending the occupancy tax revenue. Members of the TDA board are appointed by the Board of Commissioners.

The resolution includes the following requirements:

In accordance with N.C.S.L. 2023-144, SENATE BILL 154, Part 13, the Authority's membership composition will be at least one-third of the members shall be individuals who are affiliated with businesses that collect the tax in the county, and at least one-half of the members shall be individuals who are currently active in the promotion of travel and tourism in the county.

The Authority will consist of seven (7) voting members appointed by the Warren County Board of Commissioners. Membership composition will be made from the following areas:

- One (1) Town of Macon representative recommended by the Town of Macon's Board of Commissioners to be appointed to a three-year term.
- One (1) Town of Norlina representative recommended by the Town of Norlina's Board of Commissioners to be appointed to a three-year term.
- One (1) Town of Warrenton representative recommended by the Town of Warrenton's Board of Commissioners to be appointed to a three-year term.
- One (1) representative recommended by the Lake Gaston Regional Chamber of Commerce to be appointed to a three-year term; this representative should be staff of the Chamber, or a member of the Chamber's board that is also a Warren County-based business owner
- The Director of Warren County Community and Economic Development (CED). The CED Director's term is not limited in the number of years.

- One (1) short-term rental owner to be appointed to a two-year term; this membership position is intended to be filled by a property owner renting out a private residence as a short-term rental
- One (1) Warren County hotel, motel, or bed-and-breakfast operator to be appointed to a two-year term; in the absence of such a business, this member can be a private residence short-term rental owner
- One (1) Warren County tourism-related business owner to be appointed to a two-year term.

The finance officer for Warren County shall be the ex officio finance officer of the Authority.

The Warren County Board of Commissioners shall designate one member of the Authority as chair and shall determine the compensation, if any, to be paid to members of the Authority.

The Authority shall meet at the call of the chair and shall adopt rules of procedure to govern its meetings.

The Authority shall expend the net proceeds of the 5% occupancy tax to promote travel and tourism and for tourism-related expenditures, as these terms are defined in N.C.S.L. 2023-144, SENATE BILL 154, Part 13.1.(c).

The Authority shall report quarterly and at the close of the fiscal year to the Warren County Board of Commissioners on its receipts and expenditures for the preceding quarter and for the year in such detail as the Board of Commissioners may require.

Fiscal Impact

To cover the cost of administering and collecting the tax, Warren County is allowed to retain up to 3% of the first \$500,000 of gross proceeds each year and 1% of the remaining gross receipts collected each year.

At least two-thirds of the county's occupancy tax revenue must be used to promote travel and tourism; the remainder of the funds shall be used for tourism-related expenditures.

2022 Comprehensive Development Plan Alignment

ED 5: Coordinate with Visit Warren County to encourage tourism.

2021-2024 Strategic Plan Alignment

Goal 3.0: Leverage the best of our assets to attract, retain and expand business, industry and residential growth – to revitalize/grow our 21st century economy.

Creating Outdoor Recreation Economies (CORE) Alignment

Goal 1: Increase outdoor recreation and related small business revenue by 5% annually

Recommendation

The director of Warren County Community and Economic Development recommends that the board of commissioners approve the proposed resolution creating a Tourism Development Authority in accordance with NC General Statutes.

Additional Analysis of the Aviles Rezoning Petition

2022 Comprehensive Development Plan Goals Relevant to Petitioned Rezoning

LUH-1.2: Review development proposals for their consistency with the Future Land Use Map, Character Areas, and other policy recommendations in this plan **LUH 4:** Designate land for economic development activities

ED-1.1: Encourage rezonings for commercial and mixed-use development in and near Neighborhood Centers and Commercial Mixed-Use areas on the Future Land Use Map

2022 Future Land Use Map and Petitioned Parcel

The petitioned parcel is located near the Commercial Mixed-Use Future Land Use Character Area (*the dark red on the map shown in Figure 1*). While the petitioned parcel does fall slightly outside of the shaded character area, it is located ~1200 ft from the character use area. The land use goal states that the county should be **encouraging rezonings in and near commercial mixed-use areas on the map**; staff have classified the petitioned parcel as near this area.

Additionally, there are more business zoned parcels further south on Hwy 903 that fall into a neighborhood center zone. The petitioned parcel falls between two clusters of Lakeside Business and Neighborhood Business zoned parcels (see figure 2). This parcel is located between two neighborhood centers on the county's future land use map. For geographic and landmark reference, one neighborhood center is along Hwy 903 where The Pointe and AF Wake are located; the other neighborhood center is on Hwy 903 where Gaston Point Properties is located across from the Salmon Landing boat ramp. With two neighborhood enters

There is both residential road frontage on Hwy 903 from Hwy 903 at Eaton Ferry Road down to where Hwy 903 crosses Lake Gaston at Salmon Landing (see figure 3). Residential road frontage looks across Hwy 903 at business districts for ~2,954 feet of road; this is in comparison to Residential road frontage looking across Hwy 903 at other Residential/Lakeside Residential road frontage for ~2200 ft. Therefore, a majority of the residential lots on this stretch of Hwy 903 are facing road frontage across Hwy 903 that is *already* zoned for either Lakeside Business or Neighborhood Business.

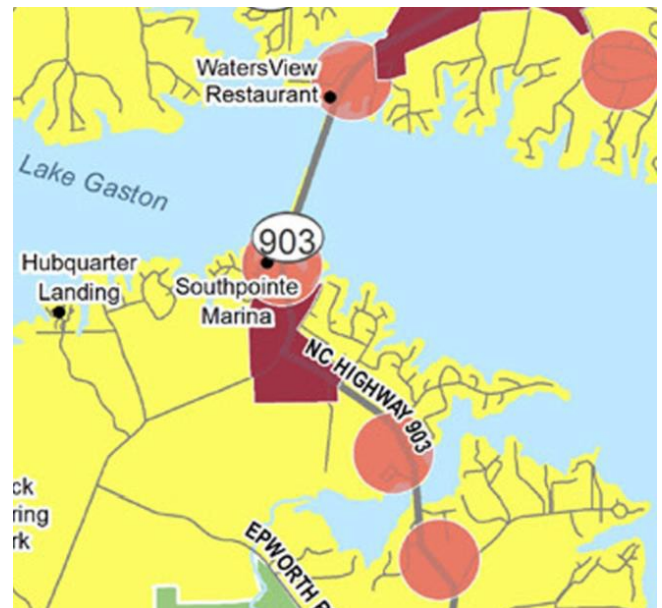


Figure 1 - Adopted Future Land Use Map



Figure 2 - Petitioned parcel circled

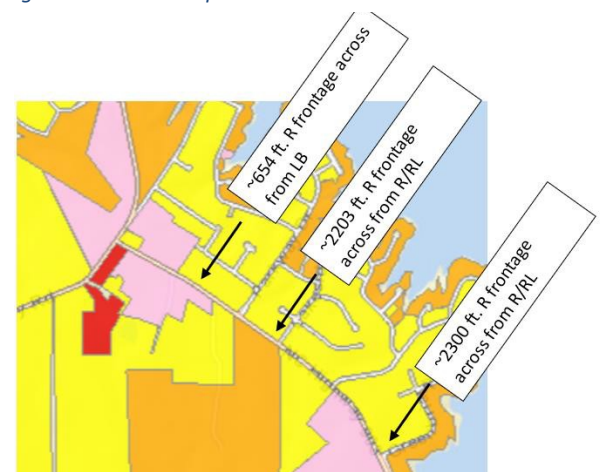


Figure 3: Residential frontage across Hwy 903 from Lakeside Business frontage

Heading northwest on HWY 903 from the petitioned parcel, there is approximately 1,695 feet of road frontage that is zoned either Neighborhood Business or Lakeside Business. This includes Lake Gaston Supply Company, The Boat Lift Store, Lake Gaston Marina Boat Repair Shop, and Billy's Auto. The petitioned parcel is approximately 1250 feet from the first stretch of businesses on Hwy 903 beginning at Eaton Ferry Road. To put that in perspective for local community members, the length is about the same as the distance from the Hardee's drive-thru in Warrenton to the far end of the fairgrounds (that is a little longer at ~1262 ft).



Figure 4: Business district on Hwy 903 at Eaton Ferry Road (~1249 ft from petitioned parcel); ~1695 ft of road frontage



Figure 5: Eaton's Ferry Grill site located across from undeveloped subdivision parcels



Figure 6: Eaton's Ferry Grocery and Grill site (~1249 ft from petitioned parcel)



Figure 4: Parcel zoned for LB with residential currently on it; located next to

When driving along Hwy 903 on the southbound side between The Boat Lift Store and Eaton's Ferry Grill, there are several houses. However, all of these parcels are zoned for Lakeside Business, despite the residential structures. Parcels K3C164, K3C163, and K3C1671 all are zoned LB, but have houses (see figures 7, 8, and 9). This means that should these property owners choose to sell, businesses could locate on those parcels.



Figure 8: Parcels with residential dwellings that are actually zoned LB; view of other businesses adjacent.



Figure 9: Parcel zoned for LB with residential currently on it; located next to The Boat Lift Store

Across from the petitioned parcel is residential. The subdivision of Eaton's Ferry Estates has two entrances, neither of which are located directly in front of the petitioned parcel. While the subdivision has parceled lots along Hwy 903, there are no developed residential parcels in the subdivision on Hwy 903. All developed residential parcels in this subdivision are located within the subdivision and do not have line of sight to Hwy 903. There is only one home adjacent to Hwy 903 in the area near the petitioned parcel and this residential lot is not a part of the Eaton's Ferry Estates subdivision. It is located at the corner of Hwy 903 and Eaton Ferry Road across from existing businesses.

Of the Eaton's Ferry Estates subdivision parcels located directly along Hwy 903 and in the immediate area across from the petitioned parcel, all but one are owned by the developer. Parcels K3C247 through K3C238 are owned by Cen Pen Corporation with the exception of K3C239 which is owned by a private owner with a McLeansville, NC address (undeveloped). These parcels measure ~1683 ft of road frontage from the Forest Hill Drive entrance to the Parkway Drive entrance of the subdivision. To address concerns of the community about residential impact to the residents of the subdivision along Hwy 903, there are no residents located in those parcels of the subdivision.

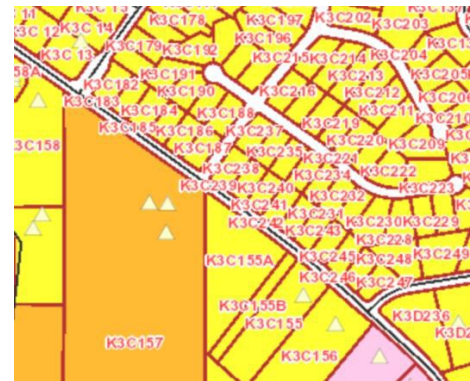


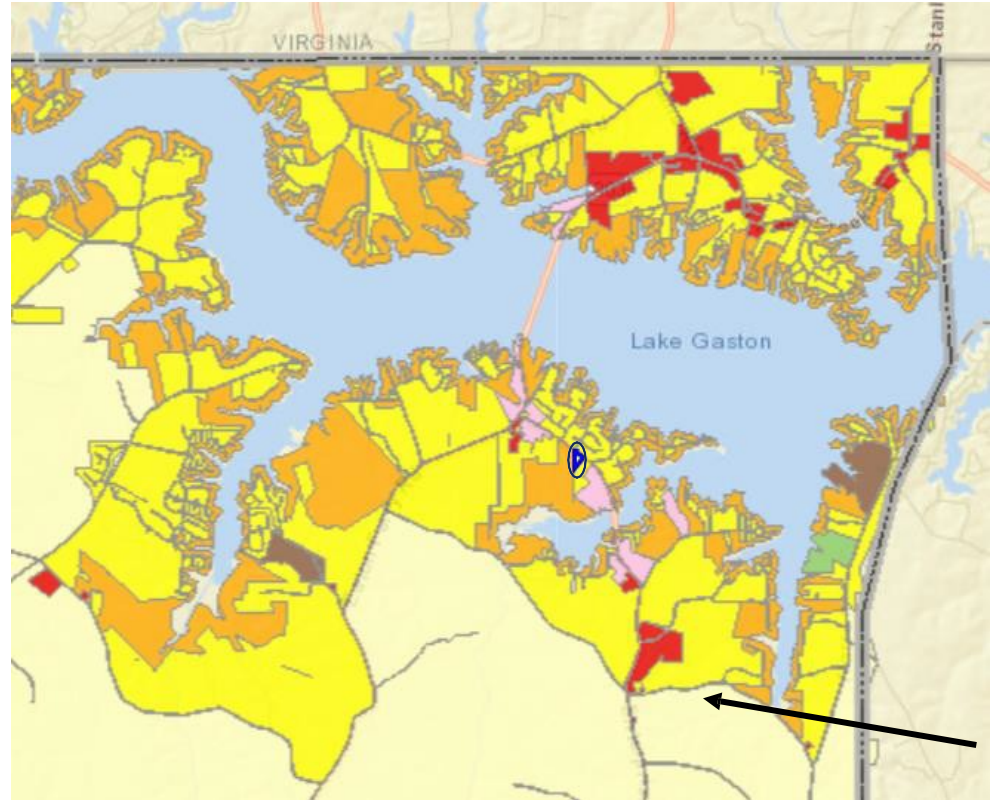
Figure 10: Residential parcels along Hwy 903 are undeveloped



Figure 11: Parkway Drive entrance 1 of Eaton's Ferry Estates located ~709 ft from the petitioned parcel; Eaton's Ferry Grill site within line of sight

Additional Thoughts

Warren County has the most shoreline mileage on Lake Gaston of all the five counties that border Lake Gaston. Warren County also has the biggest commercial area on the lake. The main artery of this commercial area and the bulk of services provided to residents are located along Hwy 903. To give you an idea of the zoning in the area around the petitioned parcel, commercial parcels stretch for about 3 miles of the Hwy 903 corridor from Eaton Ferry Road to Enterprise Road. The total amount of road frontage (both sides of the highway) that is zoned NB



or LB in this 3 miles is ~12,109 feet. This is compared to ~14,000 ft of road frontage that is zone R or RL. This 3-mile stretch of Hwy 903 is not predominately residential; there is less than 2,000 feet difference in road frontage between commercial properties and residential properties.

The recommendation to rezone is neither arbitrary nor capricious. The rezoning is in line with the county's 2022 comprehensive development plan goals and consistent with the future land use map. The petitioned parcel is located along the main thoroughfare- Hwy 903- through the Lake Gaston area. As the residential area continues to grow, the county will need to ensure that services are available to these residents. Not promoting economic development within the county will result in a leakage of revenue into other counties. It makes sense that commercial activity will grow along Hwy 903 given the existing commercial activity, as well as the desire to see public utilities grow as well, namely public sewer which would run along Hwy 903 toward Littleton, NC.



Warren County

Planning, Zoning & Code Enforcement Department

Rezoning Public Hearing

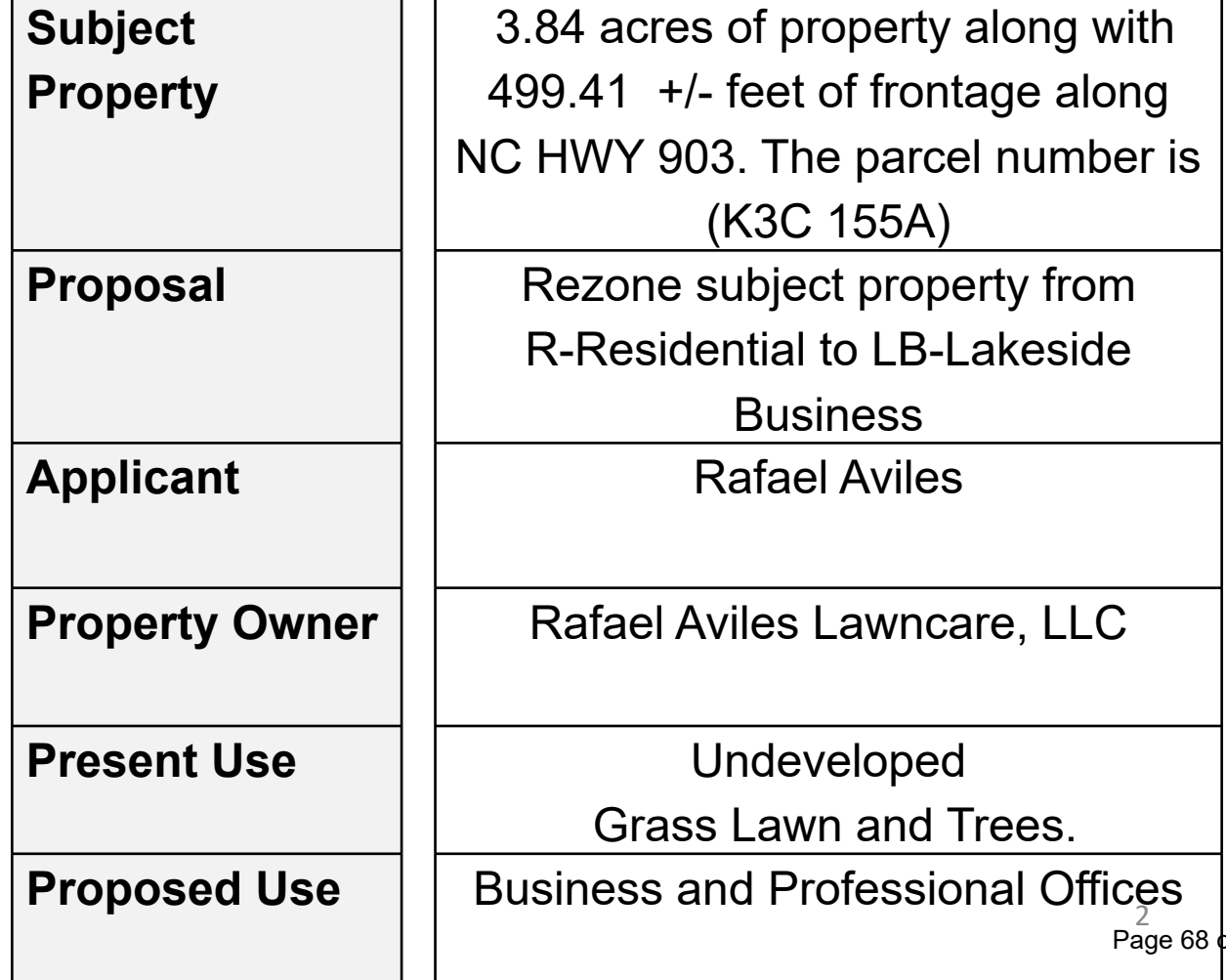
July 1st, 2024

RZ-01-24

Planning, Zoning & Code Enforcement



Summary Overview





Warren County

Planning, Zoning & Code Enforcement Department

Process

RE ZONING PROCESS (ZONING MAP AMENDMENT)

1. HOLD PUBLIC HEARING AND RECEIVE COMMENTS
2. Adopt a Consistency and Reasonableness Statement
Required by state statute 160D.605
3. Decision: Consider Motion to Approve or Deny the Recommendation to Rezone the Subject Property.



Warren County

Planning, Zoning & Code Enforcement Department

Process *(Continued)*

CONSIDER IMPACTS ON/FROM:

- POTENTIAL USES
- NEIGHBORS
- GENERAL PUBLIC
- TRAFFIC
- UTILITIES
- NEIGHBORHOOD CHARACTER
- SCHOOLS



Warren County

Planning, Zoning & Code Enforcement Department

Public Notice

Notice in the Warren Record:
Wednesday, April 24th & Wednesday, May 2nd

Written notice of the public hearing was mailed Thursday, April 18th and June 18th by First Class Priority Mail to property owners within 100-feet of the subject property.

Subject property has had a public notice of the rezoning on site Thursday, April 18th – June 4th, and currently since June 18th providing information about the rezoning and hearing.





Warren County

Planning, Zoning & Code Enforcement Department

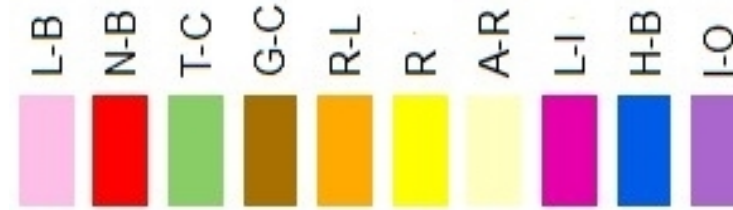
Subject Property

3.84 acres of property along with 499.41 +/- feet of frontage along NC HWY 903. The parcel number is (K3C 155A)

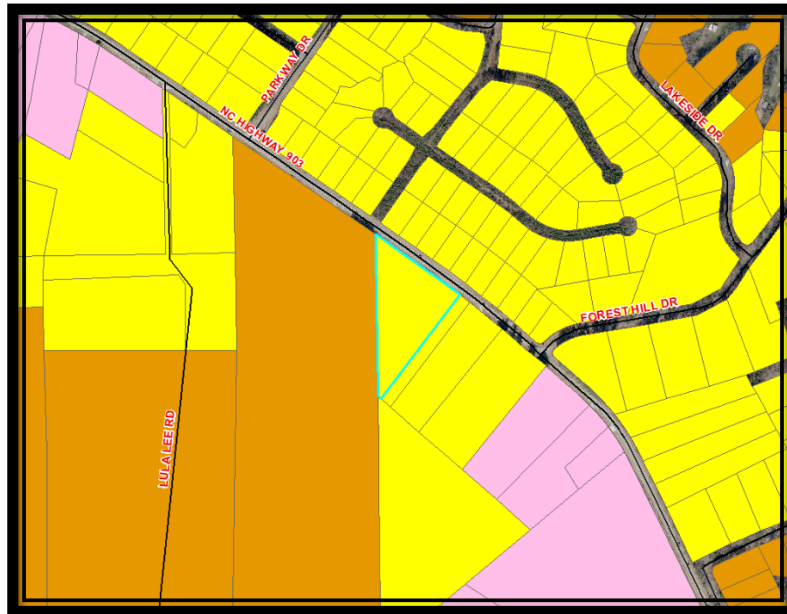




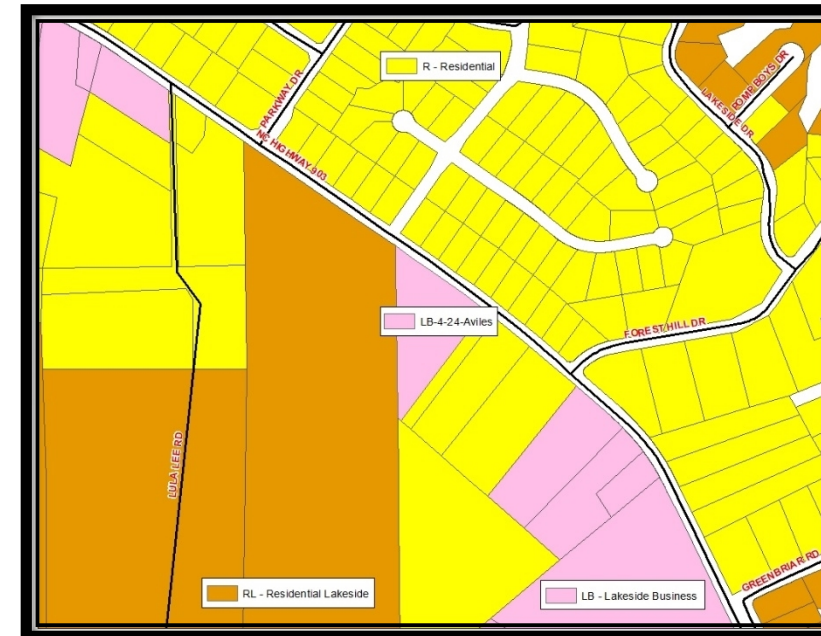
Comparison of Existing Zoning and Requested Zoning



Current Zoning



Requested Zoning Amendment



- L-B (Lakeside Business)
- N-B (Neighborhood Business)
- T-C (Tent-Trailer Camp)
- G-C (Group Camp)
- R-L (Residential Lakeside)
- R (Residential)
- A-R (Agricultural Residential)
- L-I (Light Industrial)
- H-B (Heavy Business)
- I-O (Interstate Overlay)



Warren County

Planning, Zoning & Code Enforcement Department

Staff Evaluation – Comprehensive Development Plan

- The consistency of the rezoning with the Comprehensive Development Plan

Recommendations which support:

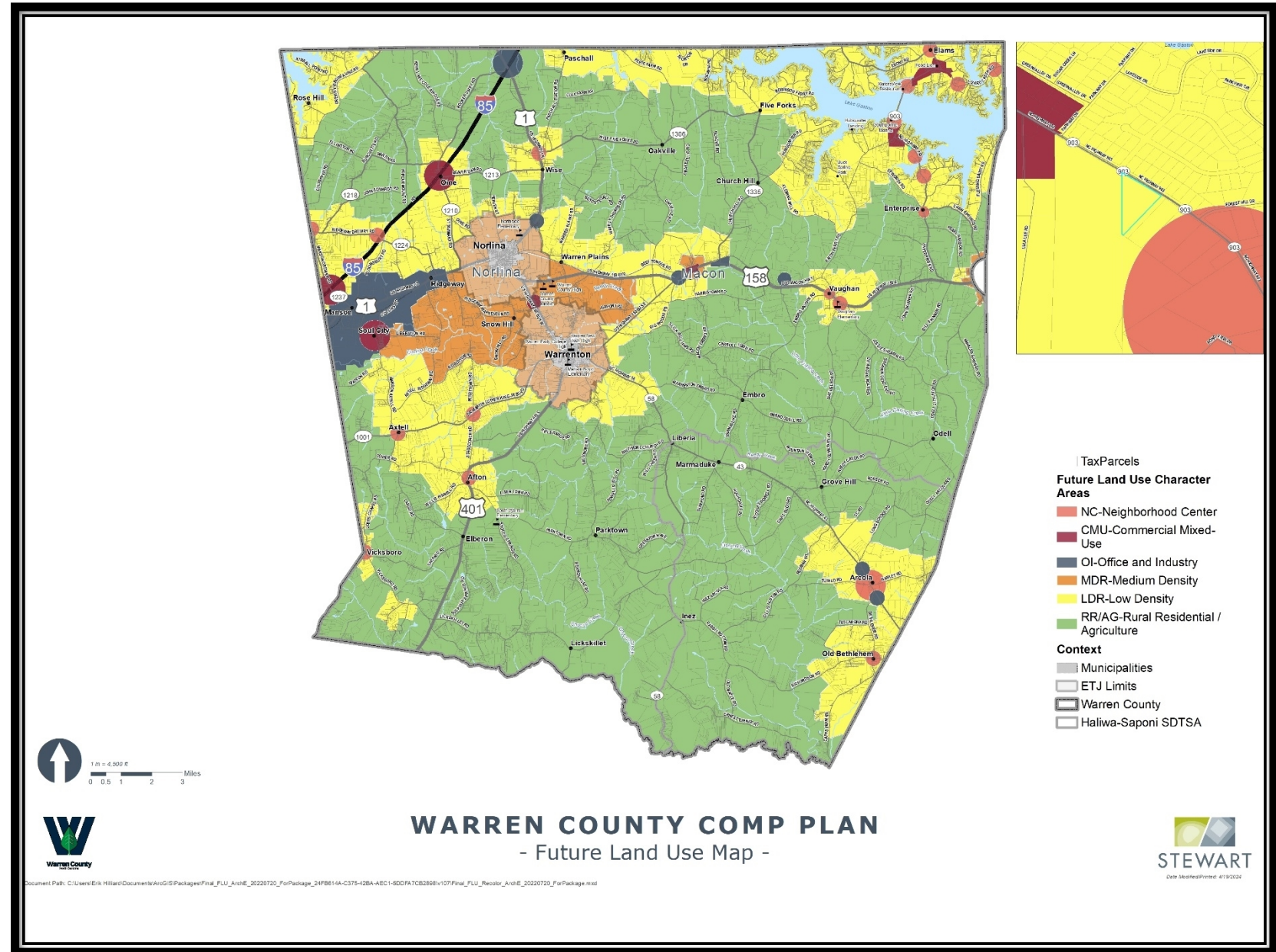
- **LUH 1.2:** Review development proposals for their consistence with the Future Land Use Map, Character Areas, and other police recommendations in this plan.
- **LUH 4:** Designate land for economic development activities.
- **ED1.1:** Encourage rezonings for commercial and mixed-use development in and near Neighborhood Centers and Commercial Mixed-Use areas on the future land use map.

- *It is the board's responsibility to determine what is defined as "in and near"*



Parcel Distance from
Neighborhood
Commercial: 435 Feet

Parcel Distance from
Commercial Mixed Use:
860 Feet





Warren County

Planning, Zoning & Code Enforcement Department

Staff Evaluation – Overall Corridor

- Surrounding Corridor Evaluation (See full document as part of item packet)
- Overview
 - Parcel is located between to clusters of Lakeside Business and Neighborhood Commercial zoned properties with business including Lake Gaston Supply Company, The Boat Lift Store, Lake Gaston Marina Boat Repair Shop, and Billy's Auto.
 - Parcel is located across from parcels zoned residential, but the lots are only legally recorded and there are no houses that abut NC HWY 903. All lots but 1 are currently owned by the developer. The 1 parcel is owned by a private owner and still undeveloped.
 - This corridor has been and continues to be a mixture of commercial



Warren County

Planning, Zoning & Code Enforcement Department

Staff Evaluation – Spot Zoning

- Staff evaluated the rezoning petition for possible spot zoning and has determined that the rezoning would NOT be considered spot zoning.

Why?

- The parcel is located on a corridor that has existing commercial uses and parcels zoned for both Lakeside Business and Neighborhood Business, making it a prime location for additional commercial land uses;
- The rezoning of this parcel is compatible with the Comprehensive Development plan and Future Land Use map;
- The relationship of uses between the proposed use and the current uses around the parcel are not at a disparity. There is currently a mix of residential, commercial, and agricultural uses around the parcel in



Warren County

Planning, Zoning & Code Enforcement Department

Staff Recommendation

The Planning and Development Staff recommends in **FAVOR** of the petitioner's request.

Staff finds the rezoning request to be reasonable. The Comprehensive Development Plan supports the petitioners rezoning request.



Warren County

Planning, Zoning & Code Enforcement Department

Board of Commissioners Action

- 1. Open Public Meeting**
- 2. Receive Comments**
- 3. Close Public Meeting**
- 4. Board of Commissioners Decision. One Motion**
(Second and Vote) to Proceed with a Final Decision.

- 1. Motion and Vote concerning a final decision to adopt the Zoning Map Amendment and change the subject property's classification from R-Residential to LB-Lakeside Business Zoning District.**



Warren County

Planning, Zoning & Code Enforcement Department

Board of Commissioners Statement and Motion Examples

Motion to Approve the rezoning as proposed as the board has found it to be reasonable and consistent with the comprehensive plan. It is consistent with: Land Use and Housing Goals 1.2, 4, and Economic Development 1.1, and the parcel is close enough to the neighborhood commercial and commercial mixed use

Motion to Deny the rezoning as it is not reasonable, nor consistent with the Comprehensive Development Plan. The property is located in the low density residential character area on the Future Land Use Map, which does not support commercial development, and is deemed to be too far from the neighborhood centers on the Future Land Use Map to be



To: Warren County Board of Commissioners

Through: Crystal Smith, Interim County Manager

From: Charla Duncan, Community & Economic Development Director

Re: Design work for 40-acre community center site

Background

Through a competitive RFP process, a Warren County staff steering committee comprised of the County Manager's Office, the Senior Center, Parks and Recreation, and Community and Economic Development has selected CPL Architects and Engineers, PC to move forward on feasibility and design services for the 40-acre future community center site.

The scope of work for this project is anticipated to run approximately ten (10) months from contract execution. The proposed scope of work from CPL includes:

Task 1- Community Engagement

- Two (2) in-person community engagement events around amenities/facilities (county staff will be encouraged to attend one or both; one may be during the daytime with multiple times so staff can attend and the other at night)
- One (1) virtual session with Commissioners and County Manager (time/format TBD)
- One (1) joint in-person engagement with the Parks and Recreation Commission members and the Aging Advisory Council.
- One (1) in-person meeting with neighboring property owners
- Initial meeting with steering committee to review:
 - Goals and objectives, including County priorities
 - Confirm Community Engagement approach and potential stakeholders
 - Discuss initial building program components
 - Review potential programs to be offered in the new facility

Task 2- Site Evaluation and Master Plan

- Site Investigation Report
- Site Data Summary including zoning, parcel info, parking requirements
- Environmental: Identify potential environmental constraints and associated buffers. Description of existing context such as topography, hydric soils, existing drainage patterns, standing water, culverts, wetlands.
- Land Use Overview and Programming: Provide a narrative of existing site and adjacent land uses and identify any potential conflicts that may alter or affect the

site layout and approvals. Evaluate the possibility of private sector/partner organization adjacencies. (3 virtual calls with potential partners are included)

- Traffic Access Overview: Provide a narrative of existing roads, lanes, width, etc needed to accommodate the project. A traffic study is not included.
- Utility Demands and Services Overview: Provide a narrative on conditions and capacity of public sanitary sewer, public water, gas, and electric, and describe any offsite improvements believed to be needed.
- Storm Water Management Overview: Provide a narrative on types of best management practices to be used, proposed conveyance and management techniques and a summary of any offsite improvements needed.
- Entitlement Overview: Provide a narrative of the development review/entitlement process and identify the necessary approvals that will be required to begin construction.
- Existing Condition Plan
- Master Concept Site Plan
 - o Plan will be based on the findings of the Site Investigation Report, County needs assessments and Community outreach. Plan will include site layout with selected development footprint with assumed architectural footprints, schematic grading, schematic stormwater management, schematic utilities, potential road improvements, open space for passive outdoor recreation and trail/walking networks, landscape buffers and parking.
 - o Parking needs, including parking for a future trailhead for a paved trail along US Hwy 158 will be incorporated in the Master Concept Site Plan.

Deliverables to include:

- o Rendered Master Conceptual Site Plan

Task 3- Programming and Conceptual Design

CPL will assist in determining the space program in conjunction with Client and Community Engagement. CPL will lead three (3) design workshops. One (1) workshop assumed to be focused on programming and site development, and two (2) on conceptual design.

Deliverables will include:

- Programming Report for entire building(s)
- Conceptual Floor Plan
- Conceptual Exterior Design
 - 2-3 Exterior Renderings

Task 4- Opinion of Probable Cost/Project Budget

Task 5- Final Preparation and Presentation

Fiscal Impact

All five primary tasks listed in the scope of work provided by CPL total a lump sum fee of \$134,350.

Reimbursables such as travel and printing are included in this lump sum fee. Additional engagement sessions are possible, but will be an additional fee.

Not included in this lump sum fee is an updated land survey.

Alignment with 2022 Comprehensive Development Plan

Economic Development Recommendation 3: Prioritize infrastructure and service enhancements to areas with economic development opportunities

Economic Development Recommendation 6: Support efforts to encourage redevelopment and revitalization

Alignment with current county strategic plan

Strategy 2.7: Ensure departments have the appropriate structure/necessary resources to support the delivery of services (BOC strategic plan)

Recommendation

Staff will bring the CPL contract back to the Board of Commissioners for approval at the July 1, 2024 regular meeting. Staff will be recommending approval of the scope of work and approval of authorizing the interim county manager to authorize all documents.

Department	<u>Community Center</u>	Contract Period	
Vendor	<u>CPL Architects & Engineers, PC</u>	Total Contract Amount	<u>134,350.00</u>
Vendor #		Purchase Order Number	

Account Number	868160-558019
Account Number	
Account Number	
Account Number	
Account Number	

Fiscal Year _____	
Amount to be encumbered	134,350.00
Fiscal Year _____	
Amount to be encumbered	
Fiscal Year _____	
Amount to be encumbered	

Comments:

Need Board Approval _____

Date Board Approved _____

Need Contract Amendment _____

This instrument has been preaudited in the Manner required by the Local Government Budget and Fiscal Control Act.

Nikki Dickerson 6/4/24
Finance Director

Reviewed by County Attorney

Shirley Richardson
County Attorney

6/3/24
Date

Reviewed by County Manager

Cynthia M. Miller
County Manager

6/4/24

Date



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the May day of 29 in the year 2024
(In words, indicate day, month and year.)

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

Warren County
602 W. Ridgeway Street
Warrenton, NC 27589

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

CPL Architects & Engineers, PC
6302 Fairview Road, Suite 102
Charlotte, NC 28210

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

Mixed-Use Site Development and Warren County Community Ctr Project
Warrenton, NC

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Refer to Exhibit A

§ 1.1.2 The Project's physical characteristics:

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

Refer to Exhibit A

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

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

Refer to Exhibit A

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

.1 Design phase milestone dates, if any: To Be Determined through Phase I services

Init.

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User Notes:

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

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

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

N/A

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

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

Charla Duncan
Community & Economic Development Director
Warren County

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

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

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

Rachel Nilson, AIA
Vice President
CPL Architects & Engineers, PC

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

CPL

.3 Electrical Engineer:

CPL

§ 1.1.11.2 Consultants retained under Supplemental Services:

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User Notes:

(1467561813)

Civil Engineer—KCI Associates

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

Refer to Exhibit A

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00) for each occurrence and two million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and

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excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million (\$ 5,000,000.00) per claim and seven million (\$ 7,000,000.00) in the aggregate.

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

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

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

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

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

(Paragraph deleted)

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 Evaluations of the Work

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

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

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

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Refer to Exhibit A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.5 Site evaluation and planning	Refer to Exhibit A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Refer to Exhibit A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	Refer to Exhibit A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Refer to Exhibit A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	Refer to Exhibit A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Refer to Exhibit A - Proposal

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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

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

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

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

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

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

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

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

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

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

.1 Termination Fee:

N/A

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

N/A

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

Refer to Exhibit A - Proposal

- .2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Refer to Exhibit A

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

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Refer to Exhibit A which defines Phase I Services. Phase II Services, inclusive of the below, will be defined through the work in Phase I.

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

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

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

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

Employee or Category
Refer to Exhibit C

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

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

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

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

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

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

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 Progress Payments

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

(Insert rate of monthly or annual interest agreed upon.)

NA %

Init.

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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

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

- .3 Exhibits:

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

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

- ☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Proposal

Exhibit B – COI

Exhibit C – Hourly Rates

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

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



OWNER *(Signature)*

Crystal Smith, County Manager

(Printed name and title)



ARCHITECT *(Signature)*

Kenneth C Mayer, Jr, Sr VP

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

Init.

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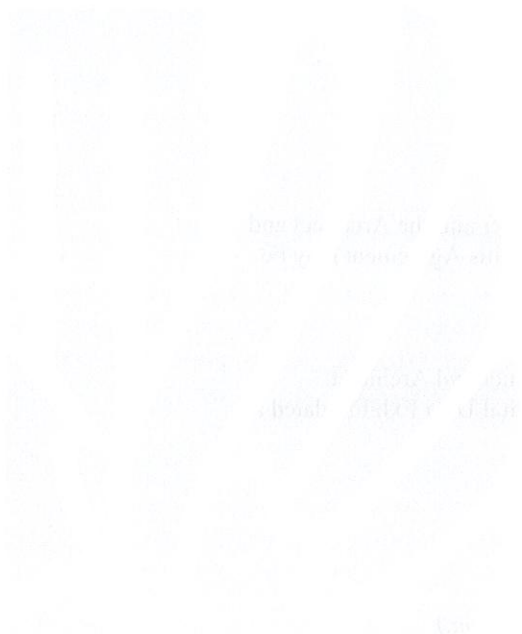
User Notes:

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Page 109 of 136

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Init.



User Notes:

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:28:45 ET on 05/29/2024.

PAGE 1

AGREEMENT made as of the May day of 29 in the year 2024

...

Warren County
602 W. Ridgeway Street
Warrenton, NC 27589

...

CPL Architects & Engineers, PC
6302 Fairview Road, Suite 102
Charlotte, NC 28210

...

Mixed-Use Site Development and Warren County Community Ctr Project

...

Warrenton, NC
PAGE 2

Refer to Exhibit A

...

Refer to Exhibit A

...

Refer to Exhibit A

...

.1 Design phase milestone dates, if any: To Be Determined through Phase I services

PAGE 3

N/A

...

Charla Duncan
Community & Economic Development Director
Warren County
PAGE 4

Rachel Nilson, AIA
Vice President
CPL Architects & Engineers, PC

...

CPL

...

CPL

PAGE 5

Civil Engineer—KCI Associates

...

Refer to Exhibit A

...

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000.00) for each occurrence and two million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than one million (\$ 1,000,000.00) each accident, one million (\$ 1,000,000.00) each employee, and one million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million (\$ 5,000,000.00) per claim and seven million (\$ 7,000,000.00) in the aggregate.

...

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

PAGE 8

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

PAGE 11

§ 4.1.1.1 Programming	<u>Refer to Exhibit A</u>
§ 4.1.1.2 Multiple preliminary designs	<u>N/A</u>
§ 4.1.1.3 Measured drawings	<u>N/A</u>

§ 4.1.1.4 Existing facilities surveys	<u>N/A</u>
§ 4.1.1.5 Site evaluation and planning	<u>Refer to Exhibit A</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>N/A</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>N/A</u>
§ 4.1.1.8 Civil engineering	<u>Refer to Exhibit A</u>
§ 4.1.1.9 Landscape design	<u>N/A</u>
§ 4.1.1.10 Architectural interior design	<u>Refer to Exhibit A</u>
§ 4.1.1.11 Value analysis	<u>N/A</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>N/A</u>
§ 4.1.1.13 On-site project representation	<u>N/A</u>
§ 4.1.1.14 Conformed documents for construction	<u>N/A</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect</u>
§ 4.1.1.16 As-constructed record drawings	<u>N/A</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>N/A</u>
§ 4.1.1.18 Facility support services	<u>N/A</u>
§ 4.1.1.19 Tenant-related services	<u>N/A</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>N/A</u>
§ 4.1.1.21 Telecommunications/data design	<u>N/A</u>
§ 4.1.1.22 Security evaluation and planning	<u>N/A</u>
§ 4.1.1.23 Commissioning	<u>N/A</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>N/A</u>
§ 4.1.1.25 Fast-track design services	<u>N/A</u>
§ 4.1.1.26 Multiple bid packages	<u>N/A</u>
§ 4.1.1.27 Historic preservation	<u>N/A</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Refer to Exhibit A</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>N/A</u>
§ 4.1.1.30 Other Supplemental Services	<u>Refer to Exhibit A</u>

PAGE 12

Refer to Exhibit A - Proposal

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

☒ Litigation in a court of competent jurisdiction

PAGE 19

N/A

...

N/A

PAGE 20

Refer to Exhibit A - Proposal

PAGE 21

Refer to Exhibit A

...

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Refer to Exhibit A which defines Phase I Services. Phase II Services, inclusive of the below, will be defined through the work in Phase I.

PAGE 22

Refer to Exhibit C

...

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

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

...

NA %

PAGE 23

Exhibit A – Proposal

Exhibit B – COI

Exhibit C – Hourly Rates

...

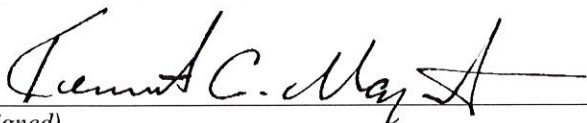
Crystal Smith, County Manager

Kenneth C Mayer, Jr, Sr VP

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:28:45 ET on 05/29/2024 under Order No. 3104239969 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

(Title)

(Dated)

May 29, 2024

Via Email

Charla Duncan
Community & Economic Development Director
602 W. Ridgeway St.
Warrenton, NC 27589

RE: **PROFESSIONAL FEE PROPOSAL**
Warrenton, NC

Dear Ms. Duncan:

On behalf of CPL, we are pleased to submit the following proposal for Architectural and Engineering design services for the Mixed-Use Site Development and Warren County Community Center project.

PROJECT UNDERSTANDING

Warren County (the "Client"), wishes to contract with CPL for professional design services, for a Mixed-Use Site Development and new Community Center building on a newly acquired property. Design services are broken into two phases. Phase One is evaluation of space needs, evaluation of property, community engagement, site master plan, conceptual plan, and budget. Phase Two is inclusive of Schematic Design, Design Development, Construction Documents, Construction Procurement, and Construction Administration.

SCOPE OF SERVICES – PHASE I

Task I – Community Engagement

- Two (2) in-person community engagement events around amenities/facilities (county staff will be encouraged to attend one or both; one may be during the daytime with multiple times so staff can attend and the other at night)
- One (1) virtual session with Commissioners and County Manager (time/format TBD)
- One (1) in-person engagement with the Parks and Recreation Commission members
- One (1) in-person meeting with neighboring property owners
- Initial meeting with steering committee to review:
 - Goals and objectives, including County priorities
 - Confirm Community Engagement approach and potential stakeholders
 - Discuss initial building program components
 - Review potential programs to be offered in the new facility
- The current space needs assessment results will be released to CPL.

Task II – Site Evaluation and Master Plan

- Land survey (to be performed by others)
- Site Investigation Report
 - Site Data Summary including zoning, parcel info, parking requirements
 - Environmental: Identify potential environmental constraints and associated buffers. Description of existing context such as topography, hydric soils, existing drainage patterns, standing water, culverts, wetlands.



PROFESSIONAL FEE PROPOSAL

Warren County
Mixed-Use Site Development &
Warren County Community Center
May 29, 2024
Page 2 of 4

- Land Use Overview and Programming: Provide a narrative of existing site and adjacent land uses and identify any potential conflicts that may alter or affect the site layout and approvals. Evaluate the possibility of private sector/partner organization adjacencies. (3 virtual calls with potential partners are included)
- Traffic Access Overview: Provide a narrative of existing roads, lanes, width, etc needed to accommodate the project. A traffic study is not included.
- Utility Demands and Services Overview: Provide a narrative on conditions and capacity of public sanitary sewer, public water, gas, and electric, and describe any offsite improvements believed to be needed.
- Storm Water Management Overview: Provide a narrative on types of best management practices to be used, proposed conveyance and management techniques and a summary of any offsite improvements needed.
- Entitlement Overview: Provide a narrative of the development review /entitlement process and identify the necessary approvals that will be required to begin construction.
- Existing Condition Plan
 - Use GIS and boundary information to show approximate environmental information, associated buffers, setbacks, estimated existing tree line, building setbacks, landscape buffers and existing improvements.
- Master Concept Site Plan
 - Plan will be based on the findings of the Site Investigation Report, County needs assessments and Community outreach. Plan will include site layout with selected development footprint with assumed architectural footprints, schematic grading, schematic stormwater management, schematic utilities, potential road improvements, open space for passive outdoor recreation and trail/walking networks, landscape buffers and parking.
 - Parking needs, including parking for a future trailhead for a paved trail along US Hwy 158 will be incorporated in the Master Concept Site Plan.
- Deliverables to include:
 - Rendered Master Conceptual Site Plan

Task III – Programming and Conceptual Design

- CPL will assist in determining the space program in conjunction with Client and Community Engagement.
- CPL will lead three (3) design workshops. One (1) workshop assumed to be focused on programming and site development, and two (2) on conceptual design.
- Deliverables will include:
 - Programming Report for entire building(s)
 - Conceptual Floor Plan
 - Conceptual Exterior Design
 - 2-3 Exterior Renderings



Task IV– Opinion of Probable Cost / Project Budget

CPL will develop an opinion of probable cost for the Community Center at the conclusion of the conceptual design process. CPL will work with the County to develop a project budget that includes hard cost (construction costs) for the building, soft costs, and other anticipated project costs for delivery to the County at the phase 1 conclusion.

Task V – Final Preparation and Presentation

CPL will present to the Warren County Board of Commissioners at the conclusion of the planning process. Final Planning Documents will be compiled and delivered to the County.

SCHEDULE

Project kickoff will occur in July 2024. A more detailed schedule will follow.

ASSUMPTIONS

Our fee proposal is based upon the following assumptions:

1. Warren County will send out invitations for focus group/public engagement sessions.
2. No Structural, mechanical, plumbing, electrical engineering scope is anticipated other than high level narratives for Phase One.
3. Survey and maps will be provided by Owner. Geotechnical report will be provided by the Owner or can be provided by CPL/Others as an additional service. Environmental surveys (Phase I, Phase II, etc.) will be provided by the Owner or can also be provided by CPL/KCI as an additional service.
4. Traffic Study is not included but can be provided as an additional service.
5. Project budget for Community Center is not yet determined.
6. Grading, drainage and Utility plans will be developed in Phase Two.

COMPENSATION

CPL agrees to provide the professional design services listed in the Scope of Services. Our fee proposal is based upon work-effort projections and applicable billing rates for the scope of work anticipated for this project. We propose a lump-sum fixed fee as summarized in the following table. Reimbursables such as travel and printing are included.

Description – Phase One	Fee
Task I – Community Engagement	\$32,850.00
Task II - Site Evaluation and Master Plan	\$33,500.00
Task II – Programming and Conceptual Design	\$46,500.00
Task III – Opinion of Probable Cost/Project Budget	\$12,000.00
Task IV – Final Preparation and Presentation	\$9,500.00
Total Design Fee - Phase One	\$134,350.00



PROFESSIONAL FEE PROPOSAL

Warren County
Mixed-Use Site Development &
Warren County Community Center
May 29, 2024
Page 4 of 4

ADDITIONAL SERVICES

Any items not contained in our Scope of Services or contrary to the assumptions listed above will be deemed additional services. If requested by the Client, additional services will be provided on an hourly basis at our standard hourly billing rates, or as a fixed fee mutually agreed to in advance by both parties.

Additional Service – Additional Engagement Sessions --- TBD

This may include additional stakeholder meetings during the engagement phase or additional drop in sessions.

Additional Service - Phase Two Scope --- TBD

CPL's scope is inclusive of Schematic Design, Design Development, Construction Documents, Construction Procurement, and Construction Administration services. Detailed scope will be provided following the Phase One completion.

CONCLUSION

This document serves as a design fee proposal. The proposed fee is valid for 90 days from the date of this proposal. If these terms are acceptable, we will proceed with negotiating a Standard Design Contract. We look forward to working with you on the successful completion of this project.

Sincerely,

CPL

Rachel F. Nilson, AIA
Vice President

cc: Ken Mayer (KMayer@cplteam.com)
Ellison Laughton (ELaughton@cplteam.com)
Chad Sary (Chad.Sary@KCI.com)

Enclosures: As noted



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		CONTACT NAME: Chris Romano PHONE (A/C, No, Ext): 714-427-3489 E-MAIL: DesignProCerts@AssuredPartners.com ADDRESS: DesignProCerts@AssuredPartners.com	
License#: 6003745 CPLARCH-01		INSURER(S) AFFORDING COVERAGE	
INSURED CPL Architects, Engineers, and Landscape Architect, DPC dba: CPL 255 Woodcliff Dr. Fairport NY 14450		NAIC #	
		INSURER A : Valley Forge Insurance Company 20508	
		INSURER B : Continental Insurance Company 35289	
		INSURER C : XL Specialty Insurance Company 37885	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 50012725

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7037093451	4/22/2024	4/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	7037093448	4/22/2024	4/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	7037095216	4/22/2024	4/22/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		Y	7037102875	4/22/2024	4/22/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab & Poll. Liab Retro Date: 01/01/1975 Claims Made Form			DPR5027357	4/22/2024	4/22/2025	Per Claim 5,000,000 Annual Aggregate 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability.

CERTIFICATE HOLDER

CANCELLATION 30 day notice of cancellation

Warren County
602 W Ridgeway Street
Warrenton NC 27589

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2024 CPL HOURLY RATES



Title	Hourly Rate
Principal-In-Charge	\$225-345
Project Manager	\$165-205
Project Architect/Professional Engineer/Planner	\$125-185
Sr. Architect/Sr. Engineer/Sr. Interior Designer	\$125-155
Sr. Draftsperson/Jr. Engineer/Jr. Interior Designer	\$85-110
Jr. Draftsperson	\$95-110
Specification - Word Processor/Analyst	\$110
Clerical	\$110

TO: Warren County Board of Commissioners

FROM: Shiekell Richardson, County Attorney

DATE: June 25, 2024

SUBJECT: Consider passing resolution authorizing county manager to sign onto the Kroger Settlement and SAAF-2.

Background:

In 2023, Attorney General Josh Stein and other attorneys general reached an agreement in principle with Kroger that would require the grocery chain to pay \$1.37 billion to participating state and local governments for its role in the opioid crisis. The settlement covers North Carolina and other states where Kroger operates under its own name or the name of a subsidiary (such as Harris Teeter here in North Carolina).

After North Carolina and other states approved the settlement in the Spring of 2024, Kroger agreed to move to the next stage of the settlement process, in which local governments in North Carolina and other participating states are invited to join the settlement. To maximize the funds available to North Carolina state and local governments under the settlement, all 100 counties and all municipalities with a population of 30,000 or over must join the settlement by August 12, 2024.

Recommendation:

I recommend that the governing board pass the resolution authorizing execution of Kroger Opioid Settlement and approving the second supplemental agreement for additional funds.

**RESOLUTION BY THE COUNTY OF WARREN
AUTHORIZING EXECUTION OF KROGER OPIOID SETTLEMENT AND APPROVING THE SECOND
SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS**

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

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

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

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

WHEREAS, a settlement has been reached in litigation against the Kroger Co. ("Kroger") as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Warren County and its residents, to sign onto the settlements and SAAF-2 and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Warren County hereby authorizes the County Manager to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the _____ day of _____, 2024.

Chair

Warren County Board of Commissioners

ATTEST:

Clerk to the Board

SEAL

TO: Warren County Board of Commissioners

THROUGH: Crystal Smith, County Manager

FROM: Tanika Alston, Library Director

DATE: June 27, 2024

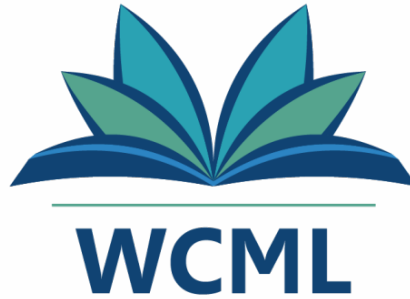
SUBJECT: Warren County Memorial Library High Level Strategic Plan 2024 - 2027

Background

Warren County Memorial Library's Strategic Plan has recently been revised. The strategic plan defines WCML's vision, mission, and values, and outlines long-term goals and action plans to achieve them. The plan helps to assess our community's needs, set priorities, and align their resources and activities toward a common purpose. This plan is a requirement for receiving funding for State Aid administered by the State Library of NC.

Recommendation

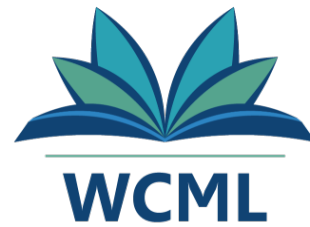
I recommend that the Board approve the 2024-2029 Warren County Memorial Strategic Plan.



Warren County Memorial Library 2024 to 2028 High-Level Strategic Plan

Adopted: _____ 2024

WCML – Mission, Vision, & Values



MISSION

Our purpose is to connect people with information, inspire innovation, and ignite imagination.

VISION

We strive to be an inclusive center of knowledge and culture that empowers individuals, connects the community, and fosters a love of reading and learning.

VALUES

Welcoming: We believe in providing equitable access to information and resources for all members of our community.

Innovating: We are continuously growing, adapting, and embracing new technologies and ideas to improve our services to meet the evolving needs of our patrons.

Community: We serve as a community hub, fostering connections and collaborations that enhance the quality of life for our residents.

Inclusiveness: We are committed to embracing our community by creating a respectful environment where everyone feels valued and diversity in all its forms are celebrated.

Life-long Learning: We support learning, discovering, and developing through diverse programs, services, and collections that inspire curiosity and growth - both personal and professional.

Stewardship: We responsibly manage our resources to ensure the sustainability and longevity of our library services.

- Strategic Overview



Goal

Align the Library's physical and digital resources to meet the community's changing needs and interests.

Suggested Potential Initiatives

- Enhance and expand youth and family/parent programs
- Increase technology classes and programs
- Expand programs in the highest interest areas
- Explore expanding programs with local partner organizations
- Expand and improve teen programs

Outcomes

Residents of all ages throughout the County are served through high-quality and family-enriching WCML programs.



Better align the Library's resources, services, and spaces to meet the community's changing needs and interests.

- Develop a plan for space upgrades
- Upgrade the Library's technology
- Expand job seeker support services
- Rework the Library's website
- Loan technology devices to users
- Increase professional development and investment in library staff

Enhanced resources, services, and spaces that are adaptable to current and future community needs.



Expand outreach efforts, marketing, and partnership building to increase awareness, availability, and use of library services.

- Explore adding a bookmobile or a satellite location in some form
- Or add remote resources access (lockers or vending solutions)
- Expand and improve marketing planning, efforts, and budget

A community more connected to and aware of what the Library offers

Improved & Expanded Programs



Align the Library's physical and digital resources to meet the community's changing needs and interests.

- Enhance and expand programming in line with community needs and wants, emphasizing youth, teen, and family programs in addition to technology literacy classes for seniors.
- Focus on high-interest areas and programs that get higher attendance.
- Increase and better leverage existing partnerships to deliver needed programs for enriching the lives of families in Warren County.

Suggested Possible Initiative Areas:

- Enhance and expand youth and family/parent programs
 - Increase technology classes and programs
 - Expand programs in the highest interest areas
 - Explore expanding programs with local partner organizations
 - Expand and improve teen programs
-

Overall Outcome:

Residents of all ages throughout the County are served through high-quality and family-enriching WCML programs.

More Specific Outcomes:

- Community attends and rates library programs as successful, impactful, and innovative.
- Increased community visits, usage, and satisfaction with the Library.
- Traditionally underserved residents are better engaged by WCML and find its programs and services have a positive impact on their quality of life.
- Increased community support for WCML.
- The Library is seen by residents as a key resource for programming and family enrichment in Warren County.
- Increased awareness and appreciation of how library resources and services positively impact Warren County residents.
- Seek ongoing feedback and adapt by gathering input from community members via surveys, suggestion boxes, or social media.

Better align the Library's resources, services, and spaces to meet the community's changing needs and interests.

- Identify and prioritize facility needs, working with professionals to develop options for addressing those needs.
- Upgrade the Library's technology and digital services and improve digital accessibility.
- Increase the investment in staff through professional development and competitive compensation

Suggested Possible Initiative Areas:

- Develop a plan for space upgrades
- Upgrade the Library's technology
- Expand job seeker support services
- Rework the Library's website
- Loan technology devices to users
- Increase professional development and investment in the Library's staff

Overall Outcome:

Enhanced resources, services, and spaces that are adaptable to current and future community needs.

More Specific Outcomes:

- Visits to the Library increase and those who come, stay longer and utilize more physical & digital resources.
- More residents are positively and consistently impacted by library services.
- Resource utilization across all categories increases, and community satisfaction with resources is improved.
- Community has increased satisfaction (surveyed & anecdotal) with and usage of library services.
- Increased level of community members attesting that the Library makes Warren County a better place to live.
- An enhanced library facility that better connects users to resources, technology, and services, positively impacting their lives.
- Patrons attest to the library building being an important cornerstone of the community's infrastructure.
- A happier and more effective staff who are better positioned to serve the community.
- Increased community and financial support for WCML.
- Develop a plan for space upgrades (Flexibility in space design : Create flexible library spaces with moveable furniture, better shelving, and multipurpose areas to meet evolving community needs.

Expanded Outreach & Community Awareness



Expand outreach efforts, marketing, and partnership building to increase awareness, accessibility, and use of library services.

- Expand outreach efforts to connect more users to library services, with a focus on those residents with limited transportation or mobility.
- Increase awareness of the Library, its resources, programs, and services, across the community so the Library is seen as a central and indispensable part of the Warren County community.
- Increase and better leverage existing partnerships to deliver needed programs for enriching the lives of families in Warren County.

Suggested Possible Initiative Areas:

- Explore adding a bookmobile or a satellite location in some form
 - Or add remote resources access (lockers or vending solutions)
 - Expand and improve marketing planning, efforts, and budget
-

Overall Outcome:

A community more connected to and aware of what the Library offers.

More Specific Outcomes:

- Improved access for community members who cannot easily access the Library.
- Increased community awareness of library resources and services throughout all of Warren County.
- More community members are positively and consistently impacted by library services directly and through the Library's support of other community organizations.
- Increased community support for WCML, strengthening the partnerships and resources of the Library.
- Increased awareness of how the Library contributes to making Warren County a great place to live.
- Traditionally underserved residents are better engaged by WCML and find its services and resources have a positive impact on their quality of life.
- The library user base expands to more residents.
- Residents are served by WCML through high-quality programs and resources beyond the wall of the Library's facility.



To: Warren County Board of Commissioners

Through: Crystal Smith, Interim County Manager

From: Charla Duncan, Community & Economic Development Director

Re: Paved trails final feasibility report from NC DOT IMD

Background

In FY 24, the NC Department of Transportation (DOT) Integrated Mobility Division (IMD) awarded Warren County a \$175,000 grant to fund feasibility work for a paved trails initiative. This money has not flowed through the county, but instead is funded by NC DOT on behalf of the county to one of NC DOT's on-call engineers. Kittleson and Associates was selected to lead the paved trails feasibility work for Warren County. This firm has previously worked with Warren County on the S-Line Transit Oriented Development (TOD) grant work, and is currently working with Warren County and NC DOT on the S-Line mobility hub project.

The NC DOT funding focused specifically on a paved trail network proposed to connect the municipalities of Macon, Nolana, and Warrenton. The feasibility process was completed in the spring of 2024 and the final report was completed in May 2024.

A community-based steering committee was formed to assist the county in these efforts. The steering committee developed the following vision and mission statements to guide the greenways and trails initiative.

Vision Statement: Warren County's greenways & trails safely link residents, families, and visitors to each other while fostering a deeper connection to the outdoors and natural landscape of the community. Through activities on the trail, new relationships are forged, old connections are restored, and economic opportunities are vibrant and accessible. The community is more health-conscious; they are environmental stewards and value public spaces, transportation, and art.

Mission Statement: Link key destinations, services, and economic opportunities by designing safe greenways and trails that are accessible to residents and visitors with diverse mobility needs and from varied economic backgrounds.

Fiscal Impact

At this time, there is no funding allocated in the FY 25 budget to the paved trails project or any other greenway or trail initiative. The scale of the paved trail project that would connect the three municipalities is quite large; staff does not recommend that local funding alone would build this network. Staff will work to pursue state and federal funding in partnership with NC DOT IMD.

Recommendation

At this time, there is no formal action needed from the Board of Commissioners. Staff will research funding opportunities, and will bring back those opportunities to the board as they arise.

TOWN OF LITTLETON

◆ 112 E. South Main Street ◆ P. O. Box 87 ◆ Littleton, NC 27850 ◆
Phone 252 586-2709 ◆ Fax 252 586-2709

*Heidi Hogan
Ophelia Gould-Faison
Clyde Johnston*

*Mattie Tyner
Lynn Moseley
Jim Skilton*

April 1, 2024

To: Warren County Commissioners

From: Town of Littleton Planning Board

The Town of Littleton Planning Board is requesting that John Skinner be reappointed to the Littleton Planning Board. The term is for three years, with his term expiring June 30, 2027.

The town would also like to request that you appoint Mr. Skinner to the Board of Adjustments, with his term expiring June 30, 2027.

Thanks for your help in this matter,



Ellen Eller
Assistant Clerk
Littleton Planning Board Secretary

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