



CAMDEN COUNTY
NORTH CAROLINA • USA

Boundless Opportunities.

BOARD OF COMMISSIONERS

**December 02, 2019
10:00 AM**

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

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

Please turn Cell Phone ringers off during the meeting.

Agenda

**Camden County Board of Commissioners
BOC - Organizational Meeting
December 02, 2019
10:00 AM
Historic Courtroom, Courthouse Complex**

Call to Order

Invocation & Pledge of Allegiance

Colonel Rodney Meads, Chaplain - Camden County Sheriff's Office

ITEM I. Public Comments

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

ITEM II. Conflict of Interest Disclosure Statement

ITEM III. Consideration of the Agenda

ITEM IV. Election of Chairman to the Board

ITEM V. Election of Vice Chairman to the Board

ITEM VI. Bond Approval

A. Bond Approval - Ken Bowman

ITEM VII. 2020 Board of Commissioners Meeting Calendar

A. Resolution Adopting Regular Meeting Schedule - Ken Bowman

ITEM VIII. 2020 State Holiday Schedule

A. 2020 State Holiday Schedule - Ken Bowman

ITEM IX. Presentations (For discussion and possible action)

- A. NC Cooperative Extension - Cameron Lowe
- B. Sheriff's Office - Brandon Blount
- C. Camden TDA Photo Contest - Donna Stewart

ITEM X. Public Hearings

- A. Camden Plantation, Inc. Land Sale Agreement - Ken Bowman

ITEM XI. Old Business (For discussion and possible action)

- A. Library Lease - Ken Bowman

ITEM XII. New Business (For discussion and possible action)

- A. Proclamation Recognizing Radon Action Month January 2020 - Ken Bowman
- B. NC Governor's Highway Safety Program Traffic Grant - Sheriff Jones
- C. Camden Solar Special Use Permit Extension Request (One Year) - Dan Porter
- D. Commerce Park Electric Service - Ken Bowman
- E. Set Public Hearing - Ordinance 2019-12-01 Rezoning Application - Dan Porter

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

- A. Senior Advisory Board - Sandra Duckwall (Reappointment)

ITEM XIV. Consent Agenda

- A. BOC Meeting Minutes - November 4, 2019
- B. DMV Monthly Report
- C. Refunds Over \$100.00
- D. Vehicle Refunds Over \$100.00
- E. Surplus Property Request - Sheriff's Office
- F. Resolution 2019-12-02 Opposing Reclassification of Jurisdictional Waters
- G. State Acquisition Relocation Fund Program (SARF)

ITEM XV. County Manager's Report

ITEM XVI. Commissioners' Reports

ITEM XVII. Information, Reports & Minutes from Other Agencies

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

Recess to South Camden Water & Sewer District Board of Directors

Reconvene Board of Commissioners

ITEM Closed Session - Personnel

Reconvene Board of Commissioners

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

ITEM XIX. Adjourn



CAMDEN COUNTY
NORTH CAROLINA • USA

Boundless Opportunities.

Board of Commissioners
AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 6.A
Meeting Date: December 02, 2019
Submitted By: Stephanie Jackson, HR Director
 Finance
 Prepared by: Karen Davis

Item Title **Bond Approval**

Attachments: Bonds (PDF)

Summary:

Bond approval for the following:

- ~ Finance Officer - South Mills Fire Commission
- ~ Finance Officer - South Camden Water & Sewer District
- ~ Finance Officer - Joyce Creek Drainage District
- ~ Finance Officer - Courthouse/Shiloh Fire Commission
- ~ Finance Officer - Camden Tourism Development Authority
- ~ Finance Officer - County of Camden
- ~ Register of Deeds - County of Camden
- ~ Sheriff - County of Camden
- ~ Board of Commissioners - County of Camden
- ~ Tax Assessor & Collector - County of Camden

Recommendation:

Approve.

North Carolina



Western Surety Company

OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 72201373

That we, Stephanie B. Jackson
of Camden, North Carolina, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto South Mills Fire Commission
in the sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00),
for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

Dated this 8th day of October, 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been
 appointed elected to the office of Financial Officer,
for the term beginning the 1st day of October, 2019, and ending the
2nd day of February, 2020.

NOW THEREFORE, if the said Principal shall in all things faithfully perform the duties of his office and shall honestly account for all moneys and effects that may come into his hands in his official capacity during the said term, then this obligation to be void, otherwise to remain in full force and effect.

This bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

FIRST: The Surety shall not be liable for the loss of any public moneys or funds resulting from the failure of or default in payment by any Banks or Depositories in which any public moneys or funds have been deposited.

SECOND: This bond may be cancelled by the Surety as to future liability by giving written notice, by South Mills Fire Commission, North Carolina, certified mail, addressed to each, the Principal and the Obligee at _____, and thirty (30) days after the mailing of said notices by certified mail, this bond shall be cancelled and null and void as to any liability thereafter arising, the Surety remaining liable, however, subject to all the terms and conditions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Witness to Principal

Principal

Witness to Surety

J. Nelson
A. Vixor

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President
North Carolina Resident Agent

Countersigned NOT NEEDED

Approved this _____ day of _____, _____.

Attachment: Bonds (2576 : Bond Approval)



Western Surety Company

RIDER

To be attached to and form part of Bond No. 72201373

It is hereby mutually agreed and understood by and between Western Surety Company and STEPHANIE B. JACKSON

that instead of as originally written; the bond is changed or revised in the particulars checked below:

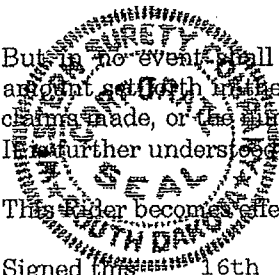
- Principal Name changed to:
- Principal Address changed to:
- Vehicle/Vessel/Hull Information changed to:
- Lost Instrument Information changed to:
- Identification Number changed to:
- Penalty Amount changed to:
- Additional or Event Location:
- Effective Date changed to:
- Expiration Date changed to: OCTOBER 1, 2020
- The following bond information changed:

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.

It is further understood and agreed that all other terms and conditions of this bond shall remain

This Rider becomes effective on the 16th day of November, 2019.

Signed this 16th day of November, 2019.



WESTERN SURETY COMPANY

By Paul T. Bruffat
Paul T. Bruffat, Vice President

Form F9586



Attachment: Bonds (2576 : Bond Approval)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One FINANCIAL OFFICER SOUTH MILLS FIRE COMMISSION

bond with bond number 72201373

for STEPHANIE B. JACKSON
as Principal in the penalty amount not to exceed: \$50,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by Vice President with the corporate seal affixed this 16th day of November, 2019.

ATTEST

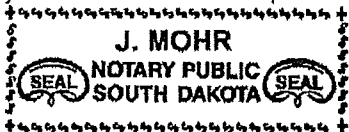
L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 16th day of November, 2019, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr My Commission Expires June 23, 2021 Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Attachment: Bonds (2576 : Bond Approval)

North Carolina



Western Surety Company

OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 72201379

That we, Stephanie B. Jackson
of Camden, North Carolina, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto South Camden Water & Sewer District in the sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

Dated this 8th day of October, 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been appointed elected to the office of Financial Officer, for the term beginning the 1st day of October, 2019, and ending the 2nd day of February, 2020.

NOW THEREFORE, if the said Principal shall in all things faithfully perform the duties of his office and shall honestly account for all moneys and effects that may come into his hands in his official capacity during the said term, then this obligation to be void, otherwise to remain in full force and effect.

This bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

FIRST: The Surety shall not be liable for the loss of any public moneys or funds resulting from the failure or default in payment by any Banks or Depositories in which any public moneys or funds have been deposited.

SECOND: This bond may be cancelled by the Surety as to future liability by giving written notice, by certified mail, addressed to each, the Principal and the Obligee at South Camden Water & Sewer District, North Carolina, and thirty (30) days after the mailing of said notices by certified mail, this bond shall be cancelled and null and void as to any liability thereafter arising, the Surety remaining liable, however, subject to all the terms and conditions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Witness to Principal

Principal

Witness to Surety

J. Nelson
A. Vixor

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

Countersigned NOT NEEDED

North Carolina Resident Agent

Approved this _____ day of _____, _____.

Attachment: Bonds (2576 : Bond Approval)



Western Surety Company

RIDER

To be attached to and form part of Bond No. 72201379

It is hereby mutually agreed and understood by and between Western Surety Company and STEPHANIE B. JACKSON

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- Principal Name changed to:
- Principal Address changed to:
- Vehicle/Vessel/Hull Information changed to:
- Lost Instrument Information changed to:
- Identification Number changed to:
- Penalty Amount changed to:
- Additional or Event Location:
- Effective Date changed to:
- Expiration Date changed to: OCTOBER 1, 2020
- The following bond information changed:

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.

It is further understood and agreed that all other terms and conditions of this bond shall remain

This Rider becomes effective on the 16th day of November, 2019.

Signed this 16th day of November, 2019.

WESTERN SURETY COMPANY

By Paul T. Bruyat
Paul T. Bruyat, Vice President

Form F9588



Attachment: Bonds (2576 : Bond Approval)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One FINANCIAL OFFICER SOUTH CAMDEN WATER & SEWER DISTRICT

bond with bond number 72201379

for STEPHANIE B. JACKSON
as Principal in the penalty amount not to exceed: \$50,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by Vice President with the corporate seal affixed this 16th day of November, 2019.

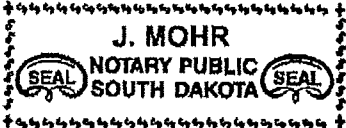
ATTEST
L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 16th day of November, 2019, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr
My Commission Expires June 23, 2021 Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Attachment: Bonds (2576 : Bond Approval)

North Carolina



Western Surety Company

OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 72201382

That we, Stephanie B. Jackson
of Camden, North Carolina, as Principal, and WESTERN SURETY
COMPANY, a corporation duly licensed to do business in the State of North Carolina, as Surety, are held
and firmly bound unto Joyce Creek Drainage District
in the sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00),
for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly
and severally by these presents.

Dated this 8th day of October, 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been
 appointed elected to the office of Fianance Officer,
for the term beginning the 1st day of October, 2019, and ending the
2nd day of February, 2020.

NOW THEREFORE, if the said Principal shall in all things faithfully perform the duties of his office and
shall honestly account for all moneys and effects that may come into his hands in his official capacity during
the said term, then this obligation to be void, otherwise to remain in full force and effect.

This bond is executed by the Surety upon the following express conditions, which shall be conditions
precedent to the right of recovery hereunder:

FIRST: The Surety shall not be liable for the loss of any public moneys or funds resulting from the
failure or default in payment by any Banks or Depositories in which any public moneys or funds have been
deposited.

SECOND: This bond may be cancelled by the Surety as to future liability by giving written notice, by
Joyce Creek Drainage District,
North Carolina,
certified mail, addressed to each, the Principal and the Obligee at _____,
and thirty (30) days after the mailing of said notices by certified mail, this bond shall be cancelled and null
and void as to any liability thereafter arising, the Surety remaining liable, however, subject to all the terms
and conditions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Witness to Principal

_____ Principal

Witness to Surety

J. Nelson
A. Vixor

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President
North Carolina Resident Agent

Countersigned NOT NEEDED

Approved this _____ day of _____, _____.

Attachment: Bonds (2576 : Bond Approval)



Western Surety Company

RIDER

To be attached to and form part of Bond No. 72201382

It is hereby mutually agreed and understood by and between Western Surety Company and STEPHANIE B. JACKSON

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- Principal Name changed to:
- Principal Address changed to:
- Vehicle/Vessel/Hull Information changed to:
- Lost Instrument Information changed to:
- Identification Number changed to:
- Penalty Amount changed to:
- Additional or Event Location:
- Effective Date changed to:
- Expiration Date changed to: OCTOBER 1, 2020
- The following bond information changed:

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.

It is further understood and agreed that all other terms and conditions of this bond shall remain

This Rider becomes effective on the 16th day of November, 2019.

Signed this 16th day of November, 2019.

WESTERN SURETY COMPANY

By Paul T. Brufat
Paul T. Brufat, Vice President

Form F9586



Attachment: Bonds (2576 : Bond Approval)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One FIANANCE OFFICER JOYCE CREEK DRAINAGE DISTRICT

bond with bond number 72201382

for STEPHANIE B. JACKSON
as Principal in the penalty amount not to exceed: \$50,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

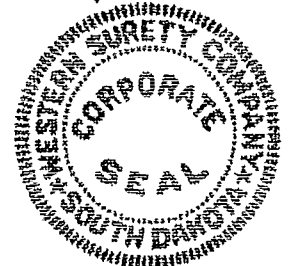
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by Vice President with the corporate seal affixed this 16th day of November, 2019.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 16th day of November, 2019, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr
My Commission Expires June 23, 2021 Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Attachment: Bonds (2576 : Bond Approval)

North Carolina



Western Surety Company

OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 72201384

That we, Stephanie B. Jackson
of Camden, North Carolina, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto Courthouse/Shiloh Fire Commission in the sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

Dated this 8th day of October, 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been appointed elected to the office of Treasurer, for the term beginning the 1st day of October, 2019, and ending the 2nd day of February, 2020.

NOW THEREFORE, if the said Principal shall in all things faithfully perform the duties of his office and shall honestly account for all moneys and effects that may come into his hands in his official capacity during the said term, then this obligation to be void, otherwise to remain in full force and effect.

This bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

FIRST: The Surety shall not be liable for the loss of any public moneys or funds resulting from the failure or default in payment by any Banks or Depositories in which any public moneys or funds have been deposited.

SECOND: This bond may be cancelled by the Surety as to future liability by giving written notice, by certified mail, addressed to each, the Principal and the Oblige at Courthouse/Shiloh Fire Commission, North Carolina, and thirty (30) days after the mailing of said notices by certified mail, this bond shall be cancelled and null and void as to any liability thereafter arising, the Surety remaining liable, however, subject to all the terms and conditions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Witness to Principal

Principal

Witness to Surety

J. Nelson
A. Vixor

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

Countersigned NOT NEEDED

North Carolina Resident Agent

Approved this _____ day of _____, _____.

Attachment: Bonds (2576 : Bond Approval)



Western Surety Company

RIDER

To be attached to and form part of Bond No. 72201384

It is hereby mutually agreed and understood by and between Western Surety Company and STEPHANIE B. JACKSON

that instead of as originally written; the bond is changed or revised in the particulars checked below:

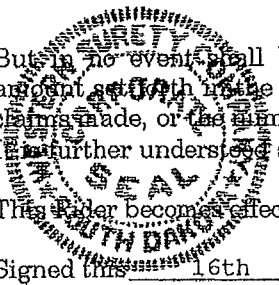
- Principal Name changed to:
- Principal Address changed to:
- Vehicle/Vessel/Hull Information changed to:
- Lost Instrument Information changed to:
- Identification Number changed to:
- Penalty Amount changed to:
- Additional or Event Location:
- Effective Date changed to:
- Expiration Date changed to: OCTOBER 1, 2020
- The following bond information changed:

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.

It is further understood and agreed that all other terms and conditions of this bond shall remain

This Rider becomes effective on the 16th day of November, 2019.

Signed this 16th day of November, 2019.



WESTERN SURETY COMPANY

By Paul T. Bruyat
Paul T. Bruyat, Vice President



Attachment: Bonds (2576 : Bond Approval)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One TREASURER-COURTHOUSE/SHILOH FIRE COMMISSION

bond with bond number 72201384

for STEPHANIE B. JACKSON
as Principal in the penalty amount not to exceed: \$50,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-In-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by Vice President with the corporate seal affixed this 16th day of November, 2019.

ATTEST

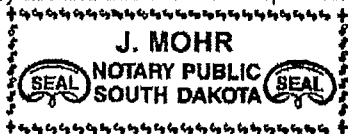
L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 16th day of November, 2019, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr
My Commission Expires June 23, 2021 Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Attachment: Bonds (2576 : Bond Approval)

North Carolina



Western Surety Company

OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 72201388

That we, Stephanie B. Jackson
of Camden, North Carolina, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto Camden Tourism Development Authority in the sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

Dated this 8th day of October, 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been appointed elected to the office of Finance Office, for the term beginning the 1st day of October, 2019, and ending the 2nd day of February, 2020.

NOW THEREFORE, if the said Principal shall in all things faithfully perform the duties of his office and shall honestly account for all moneys and effects that may come into his hands in his official capacity during the said term, then this obligation to be void, otherwise to remain in full force and effect.

This bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

FIRST: The Surety shall not be liable for the loss of any public moneys or funds resulting from the failure or default in payment by any Banks or Depositories in which any public moneys or funds have been deposited.

SECOND: This bond may be cancelled by the Surety as to future liability by giving written notice, by certified mail, addressed to each, the Principal and the Obligee at Camden Tourism Development Authority, North Carolina, and thirty (30) days after the mailing of said notices by certified mail, this bond shall be cancelled and null and void as to any liability thereafter arising, the Surety remaining liable, however, subject to all the terms and conditions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Witness to Principal

Principal

Witness to Surety

J. Nelson
A. Vixor

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President
North Carolina Resident Agent

Countersigned NOT NEEDED

Approved this _____ day of _____, _____.

Attachment: Bonds (2576 : Bond Approval)



Western Surety Company

RIDER

To be attached to and form part of Bond No. 72201388

It is hereby mutually agreed and understood by and between Western Surety Company and STEPHANIE B. JACKSON

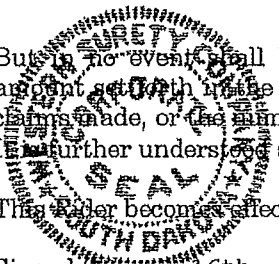
that instead of as originally written; the bond is changed or revised in the particulars checked below:

- Principal Name changed to:
- Principal Address changed to:
- Vehicle/Vessel/Hull Information changed to:
- Lost Instrument Information changed to:
- Identification Number changed to:
- Penalty Amount changed to:
- Additional or Event Location:
- Effective Date changed to:
- Expiration Date changed to: OCTOBER 1, 2020
- The following bond information changed:

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid. It is further understood and agreed that all other terms and conditions of this bond shall remain

This Rider becomes effective on the 16th day of November, 2019.

Signed this 16th day of November, 2019.



WESTERN SURETY COMPANY

By Paul T. Bruffat
Paul T. Bruffat, Vice President



Attachment: Bonds (2576 : Bond Approval)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One FINANCE OFFICE CAMDEN TOURISM DEVELOPMENT AUTHORITY

bond with bond number 72201388

for STEPHANIE B. JACKSON
as Principal in the penalty amount not to exceed: \$50,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

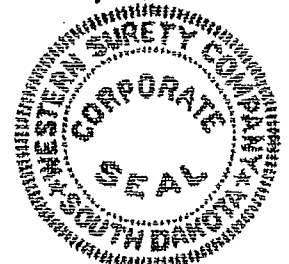
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by
Vice President with the corporate seal affixed this 16th day of November,
2019.

ATTEST

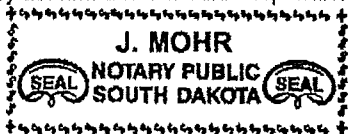
J. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 16th day of November, 2019, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021 J Mohr Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Attachment: Bonds (2576 : Bond Approval)

North Carolina



Western Surety Company

OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 72201505

That we, Stephanie B. Jackson
of Camden, North Carolina, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto County of Camden in the sum of Five Hundred Fifty Thousand and 00/100 DOLLARS (\$ 550,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

Dated this 8th day of October, 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been appointed elected to the office of Interim Finance Officer, for the term beginning the 1st day of October, 2019, and ending the 2nd day of February, 2020.

NOW THEREFORE, if the said Principal shall in all things faithfully perform the duties of his office and shall honestly account for all moneys and effects that may come into his hands in his official capacity during the said term, then this obligation to be void, otherwise to remain in full force and effect.

This bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

FIRST: The Surety shall not be liable for the loss of any public moneys or funds resulting from the failure or default in payment by any Banks or Depositories in which any public moneys or funds have been deposited.

SECOND: This bond may be cancelled by the Surety as to future liability by giving written notice, by certified mail, addressed to each, the Principal and the Oblige at County of Camden, North Carolina, and thirty (30) days after the mailing of said notices by certified mail, this bond shall be cancelled and null and void as to any liability thereafter arising, the Surety remaining liable, however, subject to all the terms and conditions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Witness to Principal

Principal

Witness to Surety

J. Nelson
A. Vixor

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President
North Carolina Resident Agent

Countersigned NOT NEEDED

Approved this _____ day of _____, _____

Attachment: Bonds (2576 : Bond Approval)



Western Surety Company

RIDER

To be attached to and form part of Bond No. 72201505

It is hereby mutually agreed and understood by and between Western Surety Company and STEPHANIE B. JACKSON

that instead of as originally written; the bond is changed or revised in the particulars checked below:

- Principal Name changed to:
- Principal Address changed to:
- Vehicle/Vessel/Hull Information changed to:
- Lost Instrument Information changed to:
- Identification Number changed to:
- Penalty Amount changed to:
- Additional or Event Location:
- Effective Date changed to:
- Expiration Date changed to: OCTOBER 1, 2020
- The following bond information changed:

But in no event shall Western Surety Company's total liability for all locations exceed the aggregate amount set forth in the bond, regardless of the number of years this bond remains in force, the number of claims made, or the number of renewal premiums payable or paid.

It is further understood and agreed that all other terms and conditions of this bond shall remain

This Rider becomes effective on the 16th day of November, 2019.

Signed this 16th day of November, 2019.



WESTERN SURETY COMPANY

By Paul T. Brufat
Paul T. Brufat, Vice President



Attachment: Bonds (2576 : Bond Approval)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One INTERIM FINANCE OFFICER COUNTY OF CAMDEN

bond with bond number 72201505

for STEPHANIE B. JACKSON
as Principal in the penalty amount not to exceed: \$550,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

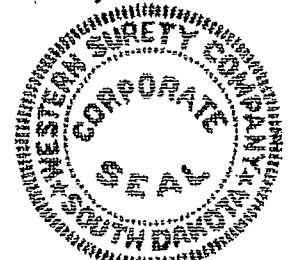
In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by
Vice President with the corporate seal affixed this 16th day of November,
2019.

ATTEST

L. Nelson
L. Nelson, Assistant Secretary

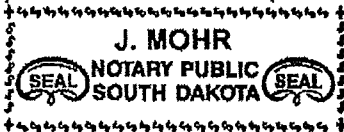
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 16th day of November, 2019, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr
My Commission Expires June 23, 2021 Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Attachment: Bonds (2576 : Bond Approval)



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 71631695

briefly described as REGISTER OF DEEDS COUNTY OF CAMDEN

for TAMMIE KRAUSS

_____ , as Principal,

in the sum of \$ Twenty-Five Thousand and 00/100 Dollars, for the term beginning

December 6 , 2019 , and ending December 6 , 2021 , subject to all

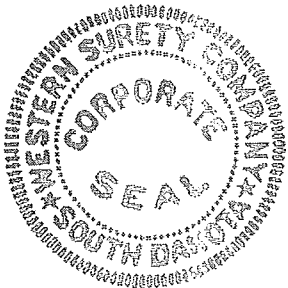
the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 23rd day of October , 2019 .

WESTERN SURETY COMPANY

By Paul T. Bruffat
Paul T. Bruffat, Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



Attachment: Bonds (2576 : Bond Approval)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One REGISTER OF DEEDS COUNTY OF CAMDEN

bond with bond number 71631695

for TAMMIE KRAUSS

as Principal in the penalty amount not to exceed: \$25,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 23rd day of October, 2019.

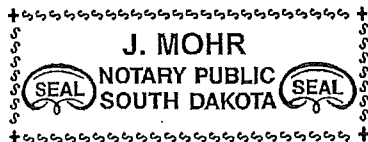
ATTEST

L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 23rd day of October, 2019, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr
Notary Public

Attachment: Bonds (2576 : Bond Approval)

North Carolina



Western Surety Company

OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 72101695

That we, Joseph Kevin Jones
of Camden, North Carolina, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto County of Camden in the sum of Twenty-Five Thousand and 00/100 DOLLARS (\$ 25,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

Dated this 18th day of October, 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been appointed elected to the office of Sheriff, for the term beginning the 3rd day of December, 2019, and ending the 3rd day of December, 2020.

NOW THEREFORE, if the said Principal shall in all things faithfully perform the duties of his office and shall honestly account for all moneys and effects that may come into his hands in his official capacity during the said term, then this obligation to be void, otherwise to remain in full force and effect.

This bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

FIRST: The Surety shall not be liable for the loss of any public moneys or funds resulting from the failure or default in payment by any Banks or Depositories in which any public moneys or funds have been deposited.

SECOND: This bond may be cancelled by the Surety as to future liability by giving written notice, by

certified mail, addressed to each, the Principal and the Oblige at County of Camden, North Carolina, and thirty (30) days after the mailing of said notices by certified mail, this bond shall be cancelled and null and void as to any liability thereafter arising, the Surety remaining liable, however, subject to all the terms and conditions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Witness to Principal

Principal

Witness to Surety

J. Nelson
A. Vixor

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

Countersigned NOT NEEDED

North Carolina Resident Agent

Approved this _____ day of _____,

Attachment: Bonds (2576 : Bond Approval)

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One SHERIFF COUNTY OF CAMDEN
bond with bond number 72101695

for JOSEPH KEVIN JONES
as Principal in the penalty amount not to exceed: \$25,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 18th day of October, 2019.

ATTEST

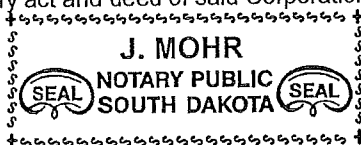
L. Nelson
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 18th day of October, 2019, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



J. Mohr
Notary Public
My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Attachment: Bonds (2576 : Bond Approval)



Notice of Premium Due 12/14/2019

Billing Questions (888) 866-2666
Email info@cnasurety.com

Premium \$220.00

CAMDEN COUNTY BOARD OF COMMISSIONERS
P. O. BOX 190
CAMDEN, NC 27921

Amount Due \$220.00

Bond Detail

Bond # 58269823 Obligee OBLIGEE ADDRESS UNKNOWN
Company Western Surety Company
Term Dates 12/14/2019 to 12/14/2020
Bond Amount \$15,000.00
Description NC P E F P B P #4

Agent Information

Bankers Insurance, L L C
P. O. Box 2589
Elizabeth City, NC 27906-2589
Phone : (252)338-3322

Messages

We show 52 rated for premium purposes.
To ensure proper coverage, verify the
total number of employees and owners
covered & contact us with changes. Note:
After several years, we may have increased
our rates slightly.

Payment Instructions



- Pay Online at ONLINEPAY.CNASURETY.COM
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Camden County Board of Commissioners

Bond # 58269823
Company 0601
Agency 32-17563
Bankers Insurance, L L C

Payment Due 12/14/2019 Amount Due \$220.00

CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312

Attachment: Bonds (2576 : Bond Approval)

North Carolina



Western Surety Company

OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71345335

That we, Lisa Sawyer Anderson
of Camden, North Carolina, as Principal, and WESTERN SURETY
COMPANY, a corporation duly licensed to do business in the State of North Carolina, as Surety, are held
and firmly bound unto County of Camden
in the sum of Fifty Thousand and 00/100 DOLLARS (\$ 50,000.00),
for the payment of which well and truly to be made, we bind ourselves and our legal representatives, jointly
and severally by these presents.

Dated this 7th day of November, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been
 appointed elected to the office of Tax Assessor & Collector,
for the term beginning the 7th day of November, 2012, and ending the
day of indefinite.

NOW THEREFORE, if the said Principal shall in all things faithfully perform the duties of his office and
shall honestly account for all moneys and effects that may come into his hands in his official capacity during
the said term, then this obligation to be void, otherwise to remain in full force and effect.

This bond is executed by the Surety upon the following express conditions, which shall be conditions
precedent to the right of recovery hereunder:

FIRST: The Surety shall not be liable for the loss of any public moneys or funds resulting from the
failure or default in payment by any Banks or Depositories in which any public moneys or funds have been
deposited.

SECOND: This bond may be cancelled by the Surety as to future liability by giving written notice, by
County of Camden, North
certified mail, addressed to each, the Principal and the Obligatee at Carolina,
and thirty (30) days after the mailing of said notices by certified mail, this bond shall be cancelled and null
and void as to any liability thereafter arising, the Surety remaining liable, however, subject to all the terms
and conditions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Witness to Principal

Principal

Witness to Surety

J. Nelson
A. Vixor

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

Countersigned NOT NEEDED North Carolina Resident Agent

Approved this _____ day of _____,

Attachment: Bonds (2576 : Bond Approval)



CAMDEN COUNTY
NORTH CAROLINA • USA

Boundless Opportunities.

Board of Commissioners
AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 7.A
Meeting Date: December 02, 2019
Submitted By: Ken Bowman,
Administration
Prepared by: Karen Davis

Item Title **Resolution Adopting Regular Meeting Schedule**

Attachments: Resolution 2019-12-01 Adopting A New Regular
Meeting Schedule
(DOCX)
2020 Meeting Calendar (DOCX)

Summary:

Resolution adopting a new Board of Commissioners meeting schedule for 2020. Regular meetings will continue to be held on the first Monday of the month at 7:00 PM. When the first Monday falls on an observed holiday, the meeting will take place on the Tuesday following the holiday.

Recommendation:

Adoption of resolution.



Resolution No. 2019-12-01

**A RESOLUTION OF THE
CAMDEN COUNTY BOARD OF COMMISSIONERS
ADOPTING A NEW REGULAR MEETINGS SCHEDULE
OF THE CAMDEN COUNTY BOARD OF COMMISSIONERS
BEGINNING JANUARY 1, 2020**

Whereas, N.C.G.S. 153A-40 authorizes the Camden County Board of Commissioners to adopt a resolution fixing the dates, time and place of its regular meetings and further requires a copy of such a resolution, after its adoption, to be posted on the courthouse bulletin board and a summary of it to be published at least ten (10) days before the first meeting to which the resolution is to apply; and

Whereas, N.C.G.S. 143-318.12 requires the new meeting schedule to be filed with the Clerk to the Board of County Commissioners for at least seven (7) calendar days before the day of the first meeting held pursuant to the revised schedule and to post the schedule of regular meetings to the County's Web Site; and

Whereas, the Camden County Board of Commissioners wishes to adopt a new schedule of its regular Board meetings to be on the first Monday of the month. When the first Monday falls on an observed holiday, the meeting will take place on the Tuesday following the holiday.

Now, Therefore, Be It Resolved, that the Camden County Board of Commissioners hereby adopts a new schedule of its regular Board meetings beginning January 1, 2020 after the Board has complied with the provisions of N.C.G.S. 153A-40 and N.C.G.S. 143-318.12 for posting and publishing this Resolution and the additional posting as provided herein.

Be It Further Resolved, the regular meetings of the Camden County Board of Commissioners will continue to be held on Mondays at 7:00 p.m. in the Commissioners' Meeting Room on the second floor of the Camden County Courthouse located at 117 N. Hwy 343, Camden, North Carolina.

Be It Further Resolved, an additional meeting of the Camden County Board of Commissioners may be called in months where business necessitates a second meeting and other special meetings including Public Hearings may be called as allowed in the provisions of N.C.G.S. 153A-40 and N.C.G.S. 143-318.12.

Adopted this the 2nd day of December, 2019.

Tom White, Chairman
Camden County Board of Commissioners

ATTEST:

Karen M. Davis, NCCCC
Clerk to the Board of Commissioners



CAMDEN COUNTY BOARD OF COMMISSIONERS

2020 Regular Meeting Calendar

<u>MEETING DATE / TIME</u>		<u>AGENDA ITEMS DEADLINE</u>	
Monday, January 6, 2020	7:00 PM	Monday, December 30, 2019	12:00 PM
Monday, February 3, 2020	7:00 PM	Tuesday, January 28, 2020	12:00 PM
Monday, March 2, 2020	7:00 PM	Tuesday, February 25, 2020	12:00 PM
Monday, April 6, 2020	7:00 PM	Tuesday, March 31, 2020	12:00 PM
Monday, May 4, 2020	7:00 PM	Tuesday, April 28, 2020	12:00 PM
Monday, June 1, 2020	7:00 PM	Tuesday, May 26, 2020	12:00 PM
Monday, July 6, 2020	7:00 PM	Tuesday, June 30, 2020	12:00 PM
Monday, August 3, 2020	7:00 PM	Tuesday, July 28, 2020	12:00 PM
Tuesday, September 8, 2020	7:00 PM	Tuesday, September 1, 2020	12:00 PM
Monday, October 5, 2020	7:00 PM	Tuesday, September 29, 2020	12:00 PM
Monday, November 2, 2020	7:00 PM	Tuesday, October 27, 2020	12:00 PM
Monday, December 7, 2020	8:30 AM	Tuesday, December 1, 2020	12:00 PM

(Swearing-In of Newly Elected Officials and Organizational Meeting)

*All regular meetings are held in the Historic Courtroom located at
117 North 343
Camden County, North Carolina*



CAMDEN COUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 8.A
Meeting Date: December 02, 2019

Submitted By: Stephanie Jackson, HR Director
Human Resources
Prepared by: Karen Davis

Item Title **2020 State Holiday Schedule**

Attachments: 2020 State Holiday Schedule (PDF)

Recommendation:
Approval.

2020 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2020	Wednesday
Martin Luther King, Jr. Birthday	January 20, 2020	Monday
Good Friday	April 10, 2020	Friday
Memorial Day	May 25, 2020	Monday
Independence Day	July 3, 2020	Friday
Labor Day	September 7, 2020	Monday
Veterans Day	November 11, 2020	Wednesday
Thanksgiving	November 26 & 27, 2020	Thursday & Friday
Christmas	December 24, 25 & 28, 2020	Thursday, Friday & Monday



CAMDEN COUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Other Matters

Item Number: 9.A
Meeting Date: December 02, 2019
Submitted By: Cameron Lowe, Cooperative Extension Director
NC Cooperative Extension
Prepared by: Karen Davis
Item Title NC Cooperative Extension - Cameron Lowe
Attachments:
Summary:
Cameron Lowe will introduce Camden's new 4-H agent, Tyrone Dillard.



CAMDEN COUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 9.B
Meeting Date: December 02, 2019
Submitted By: Kevin Jones,
Sheriff
Prepared by: Karen Davis

Item Title **Sheriff's Office**

Attachments:

Summary:

The Sheriff's Office will present Certificates of Appreciation to:

- ~ Kevin Winters of Performance Chevrolet
- ~ Eddie Cartwright & Jimmy Bohn of Cartwright's Service Center
- ~ Charlie Cartwright & Wilton McPherson of Camden Auto
- ~ Steve Hallett of F&H Design
- ~ Sergeant Steven Anderson of Nags Head Police Department



CAMDEN COUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 9.C

Meeting Date: December 02, 2019

Submitted By: Donna Stewart, Visitor Center Director
Dismal Swamp Welcome Center
Prepared by: Karen Davis

Item Title Camden TDA Photo Contest - Donna Stewart

Attachments:

Summary:

Donna Stewart will present the results of the Camden Tourism Development Authority Photo Contest.



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Board of Commissioners
AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 10.A
Meeting Date: December 02, 2019
Submitted By: Ken Bowman,
Administration
Prepared by: Karen Davis
Item Title **Camden Plantation, Inc. Land Sale Agreement**
Attachments: Agenda Summary_Camden Plantation (DOCX)
Public Notice Daily Advance Camden County
(DOC)
Camden Purchase Agreement for Commercial
Property 10-29-19 signed
by buyer (PDF)

See attached agenda summary, supporting documentation and recommendation.

Camden County Board of Commissioners AGENDA ITEM SUMMARY SHEET

Meeting Date: December 2, 2019

Attachments: Land Sale Agreement and Map

Submitted By: Ken Bowman, County Manager

ITEM TITLE:
Land Sale Agreement

SUMMARY:

The applicant's stated purpose for the project is to construct an economically viable, residential and commercial mixed-use development to serve Camden County, North Carolina, along the U.S. Route 17 corridor that satisfies all municipal development requirements for Smart Growth and contributes to the tax base of the County.

As proposed, Camden Plantation will be developed in four phases involving the construction of approximately 1,750 new residential units, associated roads and utilities infrastructure, a commercial center with a minimum of 160,000 square feet of retail/commercial/office space, an 18-hole golf course, and other recreational amenities (tennis, swimming, trail and park system). Anticipated services to be provided include a grocery store and complimentary retail business, medical/dental offices, and general office space. The project will impact a total of 4,562 linear feet of waters of the United States and 28.90 acres of non-tidal wetlands, including the permanent loss of 27.96 acres of palustrine forested (PFO) wetlands and the conversion of 0.94 acres of PFO wetlands to palustrine emergent (PEM) wetlands.

A number of alternatives were identified and evaluated by the applicant during the pre-application process including consideration of other properties, as well as the adjustment of onsite configurations resulting in the avoidance of an additional 4.43 acres of permanent impacts to wetlands.

The applicant proposes to offset the permanent impacts to approximately 27.96 acres of palustrine forested wetlands (PFO) and conversion impacts to approximately 0.94 acres of PFO to palustrine emergent wetlands (PEM) through the purchase of non-tidal wetland credits from an approved mitigation bank at a ratio of 2:1 for PFO, and 1:1 for conversion from PFO to PEM. Additionally, the applicant proposes to preserve in perpetuity the remaining 17.24 acres of PFO wetlands on the property through the recordation of deed instruments.

In light of the fact that Camden Plantation has been turned down by the Army Corps of Engineers to mitigate approximately 28 acres, as mentioned above, they are approaching the County in order to purchase up to 15 acres for the development of the commercial / retail segment of this planned development. If approved the master plan will have to be modified and resubmitted for approval.

RECOMMENDATION:

Pursuant to direction from the Camden County Commissioners, staff has negotiated an agreement by and between Camden County, North Carolina ("Seller") and Camden Plantation Properties, Inc. or assigns ("Buyer") to purchase up to 15 acres of county owned property at the intersection of US 17 and McPherson road for the amount of \$10,000 per acre.

The Board of Commissioners has determined the fair market value of the property is twenty thousand dollars (\$20,000) per acre. The proposed consideration to be received by the County is ten thousand dollars (\$10,000) per acre up to one hundred fifty thousand dollars (\$150,000) cash, plus additional consideration in the form of infrastructure improvement.

The infrastructure improvement is development of a road between the subject property and the remainder the county's property to the east. The improvement is estimated to exceed \$150,000 and will substantially increase the value of the surrounding county owned property. Improvement will commence within 1 year after the later of (i) the date of Closing or (ii) the date upon which Buyer receives all necessary approvals for development of the Property as provided for by law, and shall thereafter diligently pursue completion of such road.

Recommend: Approval

FAX COVER SHEET

County of Camden
P.O. Box 190
117 North 343
Camden, NC 27921
252-338-1919 (Voice)
252-333-1603 (FAX)

SEND TO:

FROM: Dan Porter/Planning Department
Director

The Daily Advance

FAX NO: 252-335-1968

Date: 11/19/2019

URGENT

Reply ASAP

Please Comment

Review

RE: Account #2100210

Number of Pages: 2

Please publish the following Public Notice in the Friday, November 22, 2019 edition of the Daily Advance.

Any questions, please call Dan Porter at 338-1919 ext. 263.

1. Pursuant to NC General Statute 158-7.1(d) notice is hereby given Camden County intends to convey the following described property in fee simple to Camden Plantation Properties as the result of a privately negotiated sale for the purposes of aiding and encouraging a commercial enterprise within Camden County:

“Up to 15 acres of County owned property located at the intersection of McPherson Road and U.S. Highway 17 North.

Prior to final determination of this conveyance, the Camden County Board of Commissioners will conduct a public hearing in the Historic Camden County Courthouse to receive public comments, at 10:00 A.M., during the regularly scheduled Board of Commissioners meeting on Monday, December 2, 2019.

The Board of Commissioners has determined the fair market value of the property is twenty thousand dollars (\$20,000) per acre. The proposed consideration to be received by the County is ten thousand dollars (\$10,000) per acre up to one hundred fifty thousand

Attachment: Public Notice Daily Advance Camden County (2586 : Camden Plantation, Inc. Land Sale Agreement - Ken Bowman)

dollars (\$150,000) cash, plus additional consideration in the form of infrastructure improvement.

The infrastructure improvement is development of a road between the subject property and the remainder the county's property to the east. The improvement is estimated to exceed \$150,000 and will substantially increase the value of the surrounding county owned property. Improvement will commence within 1 year after the later of (i) the date of Closing or (ii) the date upon which Buyer receives all necessary approvals for development of the Property as provided for by law, and shall thereafter diligently pursue completion of such road.

It is currently the intention of the Board of Commissioners to approve this conveyance on the terms stated herein.

LAND SALE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made as of October 29, 2019, by and between Camden County, North Carolina ("**Seller**") and Camden Plantation Properties, Inc. or assigns ("**Buyer**").

In consideration of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "**Deposit**"), to be paid by Buyer to Seller within two business days after full execution, approval, and delivery of this Agreement (the "**Effective Date**"), the parties agree as follows:

1. **Purchase.** Seller shall sell and Buyer shall purchase up to 15 acres of the land owned by Seller located in Camden County, North Carolina (the "**Locality**") and described on Exhibit A. (the "**Property**"). The exact configuration and legal description for the Property shall be determined prior to Closing. The Property shall include all easements, rights of way, appurtenances, and privileges associated with the Property; any permits, approvals, and prepaid fees associated with the Property; and all of Seller's rights, if any, in any plats, plans, and surveys related to each Section.
2. **Purchase Price.** The purchase price of the Property (the "**Purchase Price**") shall be Ten Thousand and 00/100 Dollars (\$10,000.00), per acre, payable (less the Deposit and any applicable prorations) at Closing.
3. **Closing And Prorations.** Closing on the Property ("**Closing**") shall be held within forty five (45) days after Buyer gives notice to Seller that the subdivision plat for the Property is ready for recordation and all conditions are satisfied (the "**Closing Date**"). Closing shall be at Buyer's attorney's office or as mutually agreed by the parties. All real estate taxes and other items of income or expense for the Property shall be prorated as of the Closing Date. Seller shall pay all costs of preparing the Deed, any grantor's tax, its own attorney's fees, any roll-back or similar taxes for the Property relating to any period prior to Closing, and other costs normally paid by the seller in similar transactions. Buyer shall pay all other costs and taxes for recording the Deed, any mortgage securing any loan, its own attorney's fees and other costs and expenses normally paid by the buyer in similar transactions. Possession shall be delivered at Closing.
4. **Deposit.** Seller shall hold the Deposit in a federally insured account pending Closing. The Deposit shall be applied to the Purchase Price at Closing. If Buyer terminates this Agreement due to a contingency or Seller's default, the Deposit shall be immediately paid to Buyer. If Seller terminates this Agreement due to Buyer's default, the Deposit shall be retained by Seller.
5. **Conditions to Closing.** Buyer's obligations are contingent on the conditions below. Buyer may waive any condition. If any condition is not satisfied by Closing or any other indicated date, Buyer may delay Closing until the condition is satisfied or terminate this Agreement.

- a. **Title.** Buyer shall have received a commitment (the "***Title Commitment***") from a title company of Buyer's choice, insuring good and marketable title to the Property to the limits selected by Buyer, at standard rates, free of all exceptions, except for (A) the lien for real estate taxes not yet due and payable, and (B) other title matters approved in writing by Buyer (the "***Permitted Exceptions***"). The Title Commitment shall establish to Buyer's reasonable satisfaction the legal description and acreage of the Property, not contain an exception to survey, and include such endorsements as Buyer deems appropriate, including access to public road. All conditions under the Title Commitment shall have been satisfied and the Title Commitment shall be in full effect for the applicable Section at each Closing. Buyer shall order the Title Commitment within thirty days after execution of this Agreement and delivery of all items by Seller and shall use reasonable efforts to satisfy the Title Commitment requirements.
- b. **Due Diligence.** For a period of **180** days after the Effective Date (the "***Due Diligence Period***"), Buyer may conduct a due diligence study of the Property (the "***Due Diligence Study***") which may include investigation and testing of such matters as Buyer deems material to the value of the Property and its suitability for Buyer's intended use(s), including without limitation, soil borings, wetlands delineations, environmental tests and reports and other analyses and tests which Buyer deems appropriate. Buyer and its agents and contractors may enter the Property at any time prior to Closing to inspect the Property and conduct tests. All third-party reports and results of due diligence study as it relates to the physical condition and title to the Property will be made available to the seller upon written request. Buyer may terminate this Agreement by giving Seller notice prior to the end of the Due Diligence Period if Buyer is not satisfied, in its sole discretion, with the results of the Due Diligence Study.
- c. **Condemnation.** Seller shall not have received any notice of a pending or contemplated condemnation affecting any of the Property. If prior to Closing, any of the Property is condemned or proposed to be condemned, Seller shall promptly notify Buyer, and Buyer may (i) close and receive the condemnation proceeds, or (ii) close with an equitable reduction in the Purchase Price, or (iii) terminate this Agreement.
- d. **Governmental issues.** No moratoria shall be in effect which would materially affect the development of the Property or construction of intended improvements on the Property, and no agreement with the Locality for restrictions, cash proffers, or other payments shall apply to the Property, except as approved in writing by Buyer.
- e. **Representations, warranties, and obligations.** All of the representations and warranties of Seller in this Agreement shall be true and correct in all material respects, and Seller shall have

fully and timely performed all of Seller's obligations under this Agreement up to the date of each Closing.

- f. **Wetlands.** Buyer shall have received an acceptable wetlands determination and approval of any wetlands impacts for the Property, subject only to terms and conditions approved in writing by Buyer.
- g. **Utilities.** Public Water utilities for the development, construction, and occupancy of the Property shall be available at the Property in sufficient capacities to serve the Property as it is to be developed for its intended use.
- h. **Subdivision.** Buyer shall have obtained an approved subdivision plat for the Property, and all required approvals from the Locality and any other required authority, and satisfaction of all conditions or contingencies for the immediate recordation of the subdivision plat, subject only to terms and conditions approved in writing by Buyer.
- i. **Approvals.** This Agreement shall have been approved by all necessary authorities for Seller to be able to properly convey the Property.
- j. **Development of Property.** Buyer shall have received all approvals necessary to develop the Property in the manner intended by Buyer, subject only to terms and conditions acceptable to Buyer and Seller. Such approvals shall include, without limitation, approval of any master plan, construction plans, subdivision plats, conceptual plans and any other plans necessary to develop the Property as intended.
- k. **Development of Adjacent Property.** Buyer shall have received all approvals necessary to develop the property owned by Buyer in the development known as Camden Plantation located near the Property (the "Buyer's Property") in the manner intended by Buyer, subject only to terms and conditions acceptable to Buyer and Seller. Such approvals shall include, without limitation, approval of a revised master plan, construction plans, subdivision plats, conceptual plans and any other plans necessary to develop the Buyer's Property as intended.
- l. **Modification and Extension of Development Agreement.** The Development Agreement filed in Camden County with the Recorder of Deeds in Book 292, Page 624 has been extended and modified to acknowledge the addition of portions of the Property and the revised master plan, among other things, with such extension and modification subject only to terms and conditions acceptable to Buyer and Seller.

6. **Seller's Obligations.** In addition to its other obligations, Seller shall do the following:

- a. Seller shall deliver to Buyer within five business days after request, at no cost to Buyer, copies of all documents and

information relating to the Property which Buyer requests, to the extent in the possession of or reasonably available to Seller.

- b. Seller shall provide Buyer everything required by the Title Company to issue a title policy at each Closing subject only to the Permitted Exceptions.
- c. At Closing, Seller shall deliver to Buyer a properly executed General Warranty Deed with English Covenants of Title conveying good and marketable title to the Property, subject only to the Permitted Exceptions.
- d. Seller shall use its best efforts to cause all conditions of Closing within its control to be promptly satisfied, including cooperating in filing any applications or requests for approval in connection with Buyer's Due Diligence Study and other conditions of Closing.

7. Seller's Representations. Seller represents and warrants to Buyer as follows:

- a. Seller is the owner of good and marketable title to the Property, subject only to utility easements and other matters that do not adversely and materially affect the use and development of the Property for its intended purpose.
- b. The Property is not subject to a property owners or similar association or to a special tax district other than the South Mills Volunteer Fire District Tax.
- c. No roll-back or similar taxes will be payable in connection with the Property relating to any period in which Seller owned the Property.
- d. Seller is not aware of and has received no notice of any violation of any environmental law in connection with the Property. To the best of Seller's knowledge, the Property has not been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any hazardous substance.
- e. Seller is not a "foreign person," as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- f. No proffers, impact fees, tap fees, or other similar fees or amounts are currently payable in connection with the Property.

8. Risk Of Loss. Seller shall bear all risk of loss to the Property until Closing.

9. Commissions. Neither party has dealt with any agent or broker in bringing about this Agreement. Each party shall indemnify and hold the other harmless from all claims of other agents or brokers resulting from its having worked through such other agents or brokers.

10. Default. Buyer shall not be in default unless it fails to perform within ten days (for a monetary matter) or thirty days (for a nonmonetary matter) after notice. If Buyer fails to close in breach of this Agreement, Seller's sole remedy shall be to receive the Deposit as liquidated damages, the parties agreeing that damages in such an event would be difficult, if not impossible, to ascertain and that the Deposit represents a reasonable liquidation of such potential damages.

11. Notice. All notices under this Agreement, including change of address, shall be in writing and shall be deemed given (i) when hand delivered, (ii) one business day after being delivered to a nationally recognized overnight delivery service for next business day delivery, (iii) three business days after being deposited in the United States Mail, postage prepaid via first class mail, or (iv) one business day after being sent by email (unless sender receives a notice of non-delivery during that time period) or upon confirmed receipt, whichever is earlier, and in all events addressed as follows:

If to Seller:

Camden County, North Carolina

ATTN: _____

Email: _____

If to Buyer:

Camden Plantation Properties, Inc.

544 Newtown Rd, Ste 128

Virginia Beach, VA 23462

Attn: General Counsel

Email: LegalNotices@BoydHomes.com

The parties may, at any time, change their notice address by giving notice to all other parties. In addition to the above, any written notice given in any manner shall be effective, if not already deemed effective, when actually received.

12. Assignment. Buyer may assign any of its rights under this Agreement to any entity(ies) under common control with Buyer. This Agreement shall be binding upon, and benefit, the successors and assigns of the parties. No person not a party to this Agreement, other than a permitted successor or assign, shall be entitled to the benefit of any provision of this Agreement.

13. Announcement. Seller shall not make any announcement or statement about this Agreement or transaction without Buyer's approval.

14. Interpretation. This Agreement shall be interpreted and enforced under North Carolina law. The headings in this Agreement are for convenience only and are not a part of the agreement of the parties, nor shall they be used to interpret this Agreement. In this Agreement, the singular includes the plural, the plural includes the singular, and the use of any gender includes any other gender. The term "person" includes both natural persons, entities, and governmental agencies, departments, and other entities. If any part of this Agreement is unenforceable, the remainder shall be construed and enforced as if the unenforceable part had not been in this Agreement. The provisions of this Agreement may not be

Attachment: Camden Purchase Agreement for Commercial Property 10-29-19 signed by buyer (2586 : Camden Plantation, Inc. Land Sale

modified or waived, except by a written instrument, signed by the parties. This Agreement shall survive Closing.

15. Holidays, Etc. If any deadline under this Agreement falls on a nonbusiness day, the deadline shall be extended to the next business day.

16. Entire Agreement. This Agreement is a complete agreement of the parties concerning the subject matter of this Agreement, merging and replacing all prior negotiations, offers, representations, warranties and agreements. No course of dealing between the parties, no usage of trade, and no external evidence shall be used to supplement or modify this Agreement. All exhibits attached to or referenced in this Agreement shall be incorporated into this Agreement as fully as if contained in the body of this Agreement.

17. Execution. This Agreement may be offered and accepted by facsimile. Electronic signatures shall have the same effect as, and be considered, original signatures for purposes of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a single agreement.

18. Additional Provisions.

- a. Buyer shall commence development of the drive lane between the Property and the remainder of the property owned by Seller to the east substantially as shown on Exhibit A within 1 year after the later of (i) the date of Closing or (ii) the date upon which Buyer receives all necessary approvals for development of the Property, and shall thereafter diligently pursue completion of such drive lane.
- b. Buyer shall diligently pursue all approvals related to the development of the Property.

This offer shall expire, if not accepted and returned to Buyer by 5:00 p.m. EST on November 20, 2019.

Seller:

Camden County, North Carolina


By _____
Date

By _____
Date

By _____
Date

Buyer:

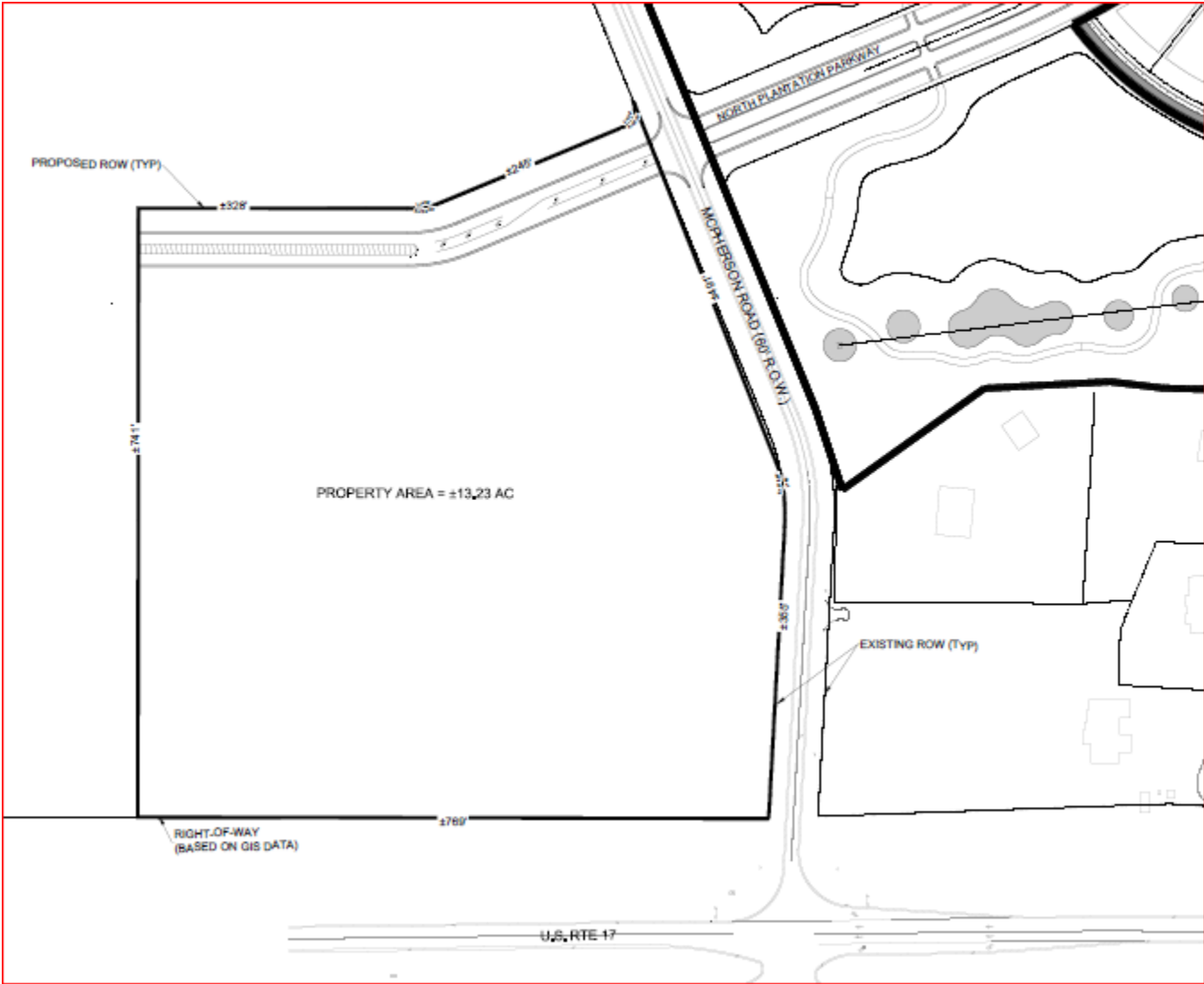
Camden Plantation Properties, Inc.

By  _____ 10/29/19
David S. Rudiger, President

Attachment: Camden Purchase Agreement for Commercial Property 10-29-19 signed by buyer (2586 : Camden Plantation, Inc. Land Sale

Exhibit A

A portion of the land located in Camden County, North Carolina, owned by Camden County, North Carolina known as GPIN 017071006768430000 approximately located in the area shown below as "Property Area = +/- 13.23 AC".



Attachment: Camden Purchase Agreement for Commercial Property 10-29-19 signed by buyer (2586 : Camden Plantation, Inc. Land Sale



CAMDEN COUNTY
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Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Other Matters

Item Number: 11.A
Meeting Date: December 02, 2019
Submitted By: Ken Bowman,
Administration
Prepared by: Karen Davis
Item Title **Library Lease - Ken Bowman**
Attachments: Library Lease Rev 11 25 19 (PDF)

Summary:

The Library Lease is being re-submitted for review and approval. The lease is identical to the previous one that was approved by the Board of Commissioners effective October 1, 2019 except for the following modification;

Section 3 which addressed Options to Renew addressed the tenant's right (Camden County) to renew for a successive term (the current term is 2 years). In this lease such renewal right no longer exists. The County Attorney has discussed this with Mr William Brumsey, Wilport's Attorney, and this is the agreement they decided would work for both parties.

Recommendation:

Approval.

NORTH CAROLINA
CAMDEN COUNTY

This TRIPLE NET LEASE AGREEMENT, made and entered into on the 2nd day of, December 2019, by and between Wilport LLC, whose address is P.O. Box 392. Powells Point, NC 27947, and/or their assigns or successors, hereinafter referred to as "Landlord", and Camden County, whose address is P.O. Box 190, Camden, NC 27921, hereinafter referred to as "Tenant".

Section 1. Premises: Landlord hereby leases to the Tenant and Tenant hereby leases from the Landlord, upon terms and conditions hereinafter set forth that certain building.: designed as Suite C, D. E & F (6,660 SF) situated at 104 Investors Way, Camden Business Park Camden, North Carolina and commonly known as TARK SHOPPES.

Section 2. Term: The term of this Lease shall be Two (2) Years, beginning in October 1, 2019, and ending September 30, 2021, unless terminated earlier as herein provided, or unless renewed as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month of the Term hereof and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

Section 3. In a prior draft, this paragraph addressed Tenant's rights to renew for a successive term. Such renewal right no longer exists and this document in its entirety should be so interpreted.

Section 4. Rental: The Tenant shall pay to the Landlord or its Agent without demand, an annual Lease Year Base Rental of FIFTY THREE THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$53,280.00).

Plus Estimated Operating Costs of: Insurance \$.55/SF (\$3,663.00), Taxes \$.611; F (\$4,462.20), Grounds Maintenance \$.30/SF (\$1,998.00), and Common Area Electric \$45.00/month/unit (\$2,160.00) for a total annual rental of SIXTY FIVE THOUSAND FIVE HUNDRED SIXTY THREE AND .20/1.00 DOLLARS (\$65,563.20), payable in equal monthly installments of FIVE THOUSAND FOUR HUNDRED SIXTY THREE AND .60/1.00 DOLLARS (\$5,463.60) per month rent in advance on the first day of each calendar month during the first Lease Year. Tenant is individually responsible for county water and trash removal. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly rental due.

Section 5. Late Charges: If Landlord fails to receive any rent payment within five (5) days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to five percent (5%) of the overdue amount or \$100 whichever is greater, plus any actual bank fees incurred for returned or dishonored checks. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

Section 6. Security Deposit: Tenant has in deposit with Landlord Agent \$3,243.60 as a security deposit which shall be held as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. If any of the rents or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made on behalf of the Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord or its Agent may, at its option, appropriate and apply the Security Deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant shall upon demand restore the Security Deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the Security Deposit shall be returned in full to Tenant with thirty

(30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. The Security Deposit may be placed in an interest bearing account and any interest thereon shall be the property of the party holding the same.

Section 7. Rent Adjustment: The Landlord reserves the right to increase the rental by an amount equaling the total increase in ad valorem taxes, hazard/general liability insurance premium and common area expenses, over the amounts in effect at the commencement date of this Lease Agreement. Said increase shall be divided by twelve (12) months, divided proportionately, and the result added to the monthly rent called for herein, beginning on the first month following notification of such increase.

Section 8. Utilities: The Tenant shall pay all charges for utilities, including but not limited to water, gas, electricity, light, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the leased property, and shall indemnify the Landlord against any liability or damages on such account. The Landlord shall not be liable for any failure of water supply, or electric, or any service by any utility, or injury to person or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the leased property or from any pipes, appliances or plumbing works. Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

Section 9. Common Area Expenses; Rules & Regulations: If the Premises are part of a larger building or group of buildings, Tenant shall pay as additional rental monthly, in advance, its proportionate share of common area maintenance expenses; common area electric, grounds maintenance and water expense (if not metered separately).

Section 10. Landlord Repairs: Landlord agrees to keep in good repair the roof, foundation, and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful act of Tenant, its agents, employees or invitees. If the Premises are part of a larger building or group of buildings, then to the extent that the grounds are common areas, Landlord shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report. Such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord for reason of such conditions. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant.

Section 11. Tenant Repairs: Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, plumbing, electrical, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Tenant is responsible for all expenses to eliminate clogged drains, maintain and pump septic tank if it becomes necessary or is required by the Health Department at interim inspections. Tenant shall at all times keep all exterior entrances, all glass and show window moldings, all partitions, doors, fixtures, equipment, lighting, plumbing and other appurtenances thereto in good order, condition and repair, including replacement when necessary and reasonable periodic painting of the interior of the Leased Premises. Tenant shall be responsible for ensuring the sidewalk in front of the Leased Premises and any doorways, front or rear, are kept free of debris, snow or ice. Unless the grounds are common area of a building(s) larger than the Premises, Tenant further agrees to care for the grounds around the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or another casualty alone excepted. Tenant, Tenant's employees, agents, contractors or subcontractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless

from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

Section 12. Alterations: Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's written request. All approved alterations, additions, improvements will be accomplished in a good workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions, or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements; which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease.

Section 13. Removal of Fixtures: Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal. This does not include any leasehold improvement which will remain with the property. Ownership of all leasehold improvements transfers to landlord upon tenant vacating the property.

Section 14. Events of Default: The happening of any one or more of the following events during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay the rental as provided for herein (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

Section 15. Remedies Upon Default. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided, or provided by law: (a) if the Event of Default involves nonpayment of rental and Tenant fails to cure such default within five (5) days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of the Lease other than payment of rental and Tenant fails to cure such default within fifteen (15) days after receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, Landlord may terminate this Lease by giving written notice to Tenant and upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord, as Tenant's agent, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenants rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenants default. In the event Landlord hires an attorney to enforce its rights upon default, Tenant shall in addition be liable for reasonable attorney's fees and all costs of collection.

Section 16. Condemnation: If the Leased Premises, or any part thereof, is taken by eminent domain, the Lease shall expire on the date when the Leased Premises shall be so taken, and the rent shall be apportioned as of that date. No part of any award shall belong to the Tenant.

Section 17. Indemnification: Except for claims arising out of acts caused by the affirmative negligence of the Landlord or its representatives, the Tenant shall indemnify and defend the Landlord and the Leased Premises, at the Tenant's expense, against all claims, expenses, and liabilities arising from (a) the management of any occurrence on or about the leased premises or any adjoining street or roadway; (b) any default by the Tenant hereunder, (c) any act of negligence by the Tenant or its agents, contractors, employees or licensees.

Section 18. Fire or Other Casualty Losses: If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, without the fault of the Tenant, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the premises are damaged but not wholly destroyed by any such casualties, without the fault of the Tenant, rental shall abate in such proportion as effective use of the Premises has been affected and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

Section 19. Insurance: The landlord shall keep the building containing the leased property insured against loss or damage by fire with extended coverage endorsement in an amount not less than eighty percent (80%) of the full insurable value as determined from year to year. The Tenant shall keep the leased property insured with a tenant owners policy for business personal property and betterments throughout the term of this Lease against claims for personal injury and property damage, under a policy of general public liability insurance, with such limits as may reasonably be requested by the Landlord from time to time, but not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate as a combined single limit or \$1,000,000 bodily injury and \$1,000,000 property damage as a split limit, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant and naming Landlord as additional insured. Tenant shall provide evidence of such insurance to Landlord prior to the commencement of the term of this Lease and provide annually an updated certificate of insurance to Landlord. Tenant must maintain insurance policy without lapse to remain in compliance with Lease. Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of the Premises.

Section 20. Tax and Insurance Escalation: Tenant shall pay upon demand as additional rental during the term of this Lease, and any extensions or renewal thereof:

- a. The amount by which all truces on the Premises for each tax year exceed all taxes on the Premises for the tax year _____; or
- b. all taxes on the Premises for each tax year.

In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last lease year.

Tenant shall further pay upon demand as additional rental during the term of this Lease, and any extension or renewal thereof:

- a. the excess cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or
- b. all fire and hazard, and extended coverage insurance including any and all public liability insurance on the building.

Section 21. Tenant's Employment Responsibilities: The Tenant shall be responsible for and save the Landlord harmless from all wages, salaries, or other benefits due Tenant's employees. Tenant shall also be solely responsible for the acquisition and payment of any goods and/or services used or performed by the Tenant in the conduct of its business.

Section 22. Use of Premises: The Premises shall be used for **Camden County Library** purposes only and no other. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

Section 23. Hazardous Waste: Tenant specifically agrees that, except for such limited quantities of office materials and supplies of such type and in such quantities as are customarily used in Tenant's personal business operations (which shall be used only in accordance with applicable law and any manufacturers or suppliers guidelines), Tenant shall not engage or permit at any time, any operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental, or intentional) of any hazardous substances, materials or wastes, or any wastes regulated under any local, state or federal law.

Tenant shall, during the Term, remain in full compliance with all applicable laws governing its use and occupancy of the Premises, including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous substances, materials or wastes, and any wastes regulated under any local, state or federal law. Tenant will remain in full compliance with the terms and conditions of all permits and licenses issued to it by any governmental authority on account of any or all of its activities on the Premises.

Section 24. Environmental Laws.

- (a) Tenant shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by Landlord. Any approval must be preceded by submission to Landlord of appropriate Material Safety Data Sheets (MSD Sheets). In the event of approval by Landlord, Tenant covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, ordinances, rules and regulations, and laws, whether now in force or hereafter adopted relating to Tenant's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"; (2) comply with any reasonable recommendations by the insurance carrier of either Landlord or Tenant relating to the use by Tenant on

- the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all applicable laws.
- (b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifests, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any environmental law or regulation by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.
- (c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, from time to time, and regulations promulgated thereunder, any so-called state or local "Superfund" or "Superlien" law, or any other federal, state or local statute, law or ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials) paid, incurred or suffered by, or asserted against, Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge) emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's agents, employees, invitees or successors in interest. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.
- (d) If Tenant fails to comply with the Covenants to be performed hereunder with respect to Hazardous Materials, or if an environment protection lien is filed against the premises as a result of the actions of Tenant, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.
- (e) Tenant will give Landlord prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state, or local authorities, of any fire, or any damage occurring on or to the Premises.
- (f) Tenant will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.
- (g) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

Section 25. Assignment and Subletting: Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of

the Landlord. The Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

Section 26. Surrender: Upon the termination of this Lease, including any extension thereof, the Tenant shall surrender the above described premises to the Landlord in as good condition as the premises were in at the time of the initial occupancy thereof, reasonable use and wear and tear by the elements, or fire or other catastrophes not the fault of the Tenant, excepted.

Section 27. Landlord's Entry of Premises: Landlord may advertise the Premises "For Rent" or "For Sale" before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

Section 28. Effect of Termination of Lease. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

Section 29. Mortgagee's Rights. Tenant's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which is now or may hereafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination, and shall be obligated to execute such documentation as may facilitate Landlord's sale or refinancing of the Premises, including, but not limited to, estoppel certificates, subordination or attornment agreements.

Section 30. Quiet Enjoyment. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Provided, however, that in the event Landlord shall sell or otherwise transfer its interest in the Premises, Tenant agrees to attorn to any new owner or interest holder and shall, if requested by Landlord, execute a separate agreement reflecting such attornment, provided that said agreement requires the new owner or interest holder to recognize its obligations and Tenant's rights hereunder.

Section 31. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at the end of the Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 4 above shall for each month, or fraction thereof during which Tenant so remains in possession of the premises, be twice the monthly rental otherwise payable under Paragraph 4 above.

Section 32. Abandonment. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any Personal Property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

Section 33. Attorney's Fees: In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

Section 34. Rights Cumulative. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restricted of those given by law.

Section 35. Waiver of Rights. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

Section 36. Time of Essence. Time is of the essence in this Lease.

Section 37. Applicable Law: This Agreement shall be construed and interpreted under the laws of the State of North Carolina.

Section 38. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Section 39. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

Section 40. Headings: The headings, subheadings, and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 41. Definitions. "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

Section 42. Notices: All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's new address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 4 hereof.

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

Section 43. Entire Agreement: This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all negotiations, prior discussions, agreements, arrangements and understandings, written or oral, relating to the subject matter hereof

Section 44. Authorized Lease Execution: Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership.

Section 45. Transfer of Landlord's Interest: In the event of the sale, assignment or transfer by Landlord or its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord under this Lease, Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, assignment or transfer; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, assignment or transfer. Landlord's assignment of this Lease, or

of any or all of its rights in this Lease, shall not affect Tenant's obligations hereunder, and Tenant shall attorn and look to the assignee as Landlord, provided Tenant has first received written notice of the assignment of Landlord's interest.

Section 46. Amendments: This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

Section 47. Memorandum of Lease: Upon request by either Landlord or Tenant, the parties hereto shall execute a short form (Memorandum of Lease) in recordable form, setting forth such provisions hereof (other than the amount of Base Monthly Rent and other sums due) as either party may wish to incorporate. The cost of recording such Memorandum of Lease shall be borne by the party requesting execution of same.

Section 48. Build Out: The Landlord shall provide a shell space to include: plumbing brought through the slab for Men & Women restrooms, the SE cable from the gang meter to the back of the building with a 200 AMP panel. The Tenant shall be responsible for all cost incurred for build out for their specific plans, layout, business type, etc. Contractor shall complete construction to the Premises pursuant to final Plans and Specifications approved by Landlord and Tenant (the "Improvements"), in compliance with all applicable codes and regulations, any required permit or approvals, and recorded documents, and in a good and workman-like- manner free of defects. Refer to Exhibit HA", Construction by Tenant During Tenn.

Section 49. Signage: Except as may be specifically set forth in the Lease, Tenant may not install, inscribe, paint or affix any awning, shade, sign, advertisement or notice on or to any part of the outside of the Premises without the express written consent of the Landlord. No items of any type shall be allowed on the sidewalk area without the prior written consent of Landlord. For aesthetic purposes, all signs will be approved by the Landlord and installed at Tenant's sole expense. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

Additional Conditions:

A ONE TIME LEASE ADJUSTMENT PAYMENT DUE FROM TENANT AT LEASE SIGNING: \$33,300

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. NO REPRESENTATIONS ARE MADE CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

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Attachment: Library Lease Rev 11 25 19 (2587 : Library Lease - Ken Bowman)

This document is executed in duplicate originals on the day and year first above written.

LANDLORD

TENANT

WILPORT, LLC.

A Nevada Limited Liability Company
Authorized to do Business in
North Carolina

CAMDEN COUNTY

A body Politic and Political Subdivision of
the State of North Carolina

By: _____(SEAL)

By: _____(SEAL)

(Name of Person Signing)
Managing Partner

TOM WHITE, Chairman of
The Board of Commissioners

ATTESTATION

_____(SEAL)
Clerk to Board

PREAUDIT CERTIFICATION

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

This the 2nd day of December, 2019.

STEPHANIE JACKSON
Acting Finance Officer

Attachment: Library Lease Rev 11 25 19 (2587 : Library Lease - Ken Bowman)

Exhibit A

CONSTRUCTION BY TENANT DURING TERM

Section 1. Tenant to Complete. If Tenant wishes to make changes to the Premises, such changes shall be completed pursuant to the provisions of the Lease and this Exhibit A. Tenant shall bear all costs of the improvements, which shall be performed by Tenants general contractor ("Contractor").

Contractor shall complete construction to the Premises pursuant to final Plans and Specifications approved by Landlord and Tenant (the "Improvements"), in compliance with all applicable codes and regulations, any required permit or approvals, and recorded documents, and in a good and workmanlike manner free of defects. Tenant's selections of finishes and materials shall be indicated on the Plans and Specifications and shall be equal to or better than the minimum building standards and specifications.

Section 2. Requirements Prior to Commencement: Prior to commencing any work:

- a) Tenant's proposed Contractor and the Contractor's proposed principal subcontractors and suppliers shall be licensed and in good status with State and Local jurisdictions, licensing boards and/or the equivalent;
- b) Contractor shall submit to Landlord and Tenant a written bid for completion of the Improvements. Said bid shall include Contractor's overhead, profit and fees;
- c) Tenant or Contractor shall submit all Plans and Specifications to Landlord together with the location and use of any proposed staging areas, and no work on the Premises shall be commenced before Tenant has received Landlord's final written approval thereof, which shall not be unreasonably withheld, delayed or conditioned.
- d) Contractor shall complete all architectural and planning review and obtain all permits, including signage, required by the city, state or county in which the Premises are located; and;
- e) Contractor shall submit to Landlord verification of liability and workmen's compensation insurance adequate to fully protect Landlord and Tenant from and against any and all liability for death or injury to persons or damage to property caused in or about or by reason of the construction of any work done by Contractor or Contractor's subcontractors or suppliers; Landlord may determine the adequacy of such insurance, without limitation, in light of their consistency with the provisions in the Lease relating to Tenant's insurance.
- f) Unless otherwise waived in writing by Landlord, which waiver shall be in Landlord's sole discretion, Contractor shall provide payment and performance bonds in an amount equal to 100% of the estimate amount of Improvements.

Section 3. Landlord's Administration. Contractor and Contractor's subcontractors and suppliers shall be subject to Landlord's reasonable administrative control and supervision. Landlord shall provide Contractor and Contractor's subcontractors and suppliers with reasonable access to the Premises.

Section 4. Contractor to Comply with Procedures. During construction of the Improvements, Contractor shall adhere to the procedures shown in this Exhibit A, which represent Landlord's minimum requirements for completion of the Improvements.

Section 5. Proof of Payment. Upon completion of the Improvements, Tenant shall provide Landlord with such evidence as Landlord may reasonably request that the Contractor has been paid in full, and Contractor shall provide Landlord with the lien releases as requested by

Landlord, confirmation that no liens have been filed against the Premises or the Shopping Center. If any liens arise against the Premises or the Shopping Center as a result of the improvements, Tenant shall immediately, at Tenant's sole expense, remove such liens and provide Landlord evidence that the title to the Shopping Center and Premises have been cleared of such liens.

CONSTRUCTION POLICY

The following policies outlined are the construction procedures for the Shopping Center.

As a material consideration to Landlord for granting Landlord's permission to Tenant to complete the construction contemplated hereunder, Tenant agrees to be bound by and follow the provisions contained herein below:

Section 6. Administration.

- a) Contractors must notify Landlord in writing at Wilport LLC, P.O. Box 392, Powells Point, NC 27947, attention Gary Woodson, Agent Representative, (252-491-8765 / 252-473-7240), prior to starting any work.
- b) As-built construction, including mechanical drawings and air balancing reports will be submitted at the end of each project.
- c) The Contractor must provide for the removal of all trash and debris arising during the course of construction. At no time are the building's trash compactors and/or dumpsters to be used by the Contractor's cleanup crews for the disposal of any trash or debris accumulated during construction. Landlord assumes no responsibility for bins. Contractor is to monitor and resolve any problems with bin usage. Bins are to be emptied on a regular basis and never allowed to overflow. Trash is to be placed in the bin at all times.
- d) All HVAC contractors must provide the following items to Landlord or its agent:
 - (i) plan showing the new ducting layout, all supply and return air grille locations and all thermostat locations, including the location of any fire dampers, and
 - (ii) an Air Balance Report reflecting the supply air capacity throughout the suite, which is to be given to Landlord or its agent at the finish of the HVAC installation.
- e) Any problems with construction per the plan, will be-brought to the attention of and documented to the Landlord. Any material and substantial changes that need additional work not described in the Plans and Specifications must be approved in writing in advance by Landlord.

Section 7. Premises and Shopping Center. Tenant shall make no alterations or improvements or do any other work which would result in diminished market value of the Premises or Shopping Center.

Section 8. Construction Requirements.

- a) All Life and Safety and applicable Building Codes will be strictly enforced (i.e., tempered glass, fire dampers, exit signs, smoke detectors, alarms, etc.); Tenant or its agent shall coordinate the same in advance with Landlord or its agent.
- b) Electric panel schedules must be brought up to date identifying all new circuits added.
- c) All electrical outlets and lighting circuits are to be properly identified. Outlets will be labeled on back side of each cover plate.
- d) All electrical and phone closets being used must have panels replaced and doors shut at the end of each day's work. Any electrical closet that is opened with the panel exposed must have a work person present.
- e) All electricians, telephone personnel, etc. will, upon completion of their respective projects pick up and discard their trash leaving the rooms clean. If this is not complied with, a cleanup will be conducted by the building janitors and the general contractor will be back charged for this service.
- f) Welding or burning with an open flame will not be done without prior approval of the Landlord or its agent. Fire extinguishers must be on hand at all times.

- g) Neither "anchoring" of walls or supports to the concrete or core drilling may be done during normal business hours. This work must be scheduled after hours.
- h) All HVAC work must be inspected by Landlord or its agent. The following procedures will be followed by the general contractor: (i) a preliminary inspection of the HVAC work in progress will be scheduled through Landlord or its agent prior to the reinstallation of the ceiling grid, (ii) a second inspection of the HVAC operation will also be scheduled through Landlord or its agent and will take place with the attendance of the HVAC contractor's Air Balance engineer. This inspection will take place when the suite in question is read to be air- balanced. (iii) Landlord or its agent will inspect the construction on a periodic basis as well.
- i) All existing thermostats, ceiling tiles, lighting fixtures and air conditioning grilles shall be saved and turned over to Landlord or its agents.
- j) The work site and common areas involved must be kept clean at all times. Food and related lunch debris are not to be left in the construction.



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**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

New Business

Item Number: 12.A
Meeting Date: December 02, 2019

Submitted By: Ken Bowman,
Administration
Prepared by: Karen Davis

Item Title **Proclamation - Radon Action Month January 2020**

Attachments: Proclamation Request (PDF)
RadonandLungCancerFactsheet(color)Rev-Final (1)
(PDF)
Proclamation - Radon Action Month (DOCX)

Summary:
See attached request and supporting documentation.

Recommendation:
Approval.

Karen Davis

From: Gibson, Phillip <Phillip.Gibson@dhhs.nc.gov>
Sent: Monday, November 18, 2019 2:45 PM
To: Gibson, Phillip
Subject: [External] Proclamation Request
Attachments: sampleproclamation.docx; RadonandLungCancerFactsheet(color)Rev-Final (1).pdf

Hello,

I am writing to ask if your County Board of Commissioners would consider issuing a Proclamation to recognize January 2020 as Radon Action Month. We are asking all one hundred county commissions to participate and hope you will join this mass education event.

Each year January is nationally recognized as National Radon Action Month by the Environmental Protection Agency. Your county's health department has assisted us in the past with distributing free radon test kits during National Radon Action Month. And many NC Cooperative Extension Service agents continue to provide educational programs on radon in their counties each January.

Radon is a natural result of uranium decaying in our rock and soil. Radon is undetectable without radon testing. Radon has no smell and is a colorless naturally occurring radioactive element. Radon is the leading cause of lung cancer among non-smokers and is responsible for more than 20,000 deaths annually in the United States.

The NC Radon Program will be providing 3,000 free radon test kits through our website (www.ncradon.org) beginning the first week of January 2020. We are also working with the NC Cooperative Extension Service and a number of other partners in providing four free webinars on radon during National Radon Action Month.

A proclamation from your Board of Commission would help raise public awareness of this national health risk and could lead to saving thousands of lives.

Attached is a sample proclamation drawn up for this purpose. Also attached is a radon fact sheet created in partnership with a number of entities including the NC Real Estate Commission and the NC Advisory Committee on Cancer Coordination and Control. Here is the link to additional information: <https://publichealth.nc.gov/chronicdiseaseandinjury/cancerpreventionandcontrol/acccc.htm>

I am available to answer any questions, provide more information, and even meet with your Board of Commissioners if that would be helpful in deciding about issuing a Proclamation for Radon Action Month. Even though it doesn't occur until January an early issuance would be greatly appreciated.

Thank you for your consideration. Please let me know when a decision has been made or when more information would be useful.

With appreciation,

Phillip Ray Gibson
 NC Radon Program Coordinator
 Division of Health Service Regulation, Radiation Protection Section
 North Carolina Department of Health and Human Services

Attachment: Proclamation Request (2573 : Proclamation - Radon Action Month January 2020)

Safe at Home: Preventing Lung Cancer

BY REDUCING RADON IN THE HOME

What is radon? Radon is a gas that you cannot see, smell or taste. It comes from the decay of radioactive elements (such as uranium, thorium and radium) in soil and groundwater.



Why should I be concerned about radon?

Breathing in radon is the second leading cause of lung cancer after smoking. Radon is the likely cause of more than 21,000 lung cancer deaths each year in the U.S. In 2015, lung cancer was the leading cause of cancer deaths in N.C.

What are your chances for getting lung cancer from radon?

Each one of the following influences your risk:

1. Level of radon in your home;
2. The amount of time you spend in your home;
3. If you are a smoker of tobacco or have ever smoked tobacco; and
4. If you are exposed to secondhand smoke.



How does radon cause lung cancer?

Radon gas decays into radioactive particles that can get trapped in your lungs when you breathe. These particles break down and release small bursts of energy. This can damage lung tissue and lead to lung cancer over the course of your lifetime. Not everyone exposed to high levels of radon will develop lung cancer, however the risk for lung cancer is increased.

How does radon get into a home?

Radon can rise from the rocks in the ground, through the soil, and to the air above. It comes into your home through cracks and holes in the foundation. The radon becomes trapped in your home. This can happen in new and old homes, homes with or without basements, and in high-rise and multi-family buildings. Underground well water can transport radon from the soil into the house.



Where is radon found in N.C.?

Nearly one out of every 15 homes in the U.S. is likely to have a high level of radon. Homes in all 100 counties of N.C. have tested at high levels for radon. The only way to know if your home has a radon problem is to test it. *(continued)*

Is radon only measured in homes?

No. Radon can get into any type of building. You and your family are most likely to be exposed at home because you spend most of your time there.

What is considered a high level of radon in the home?

The amount of radon in the air is measured in "picocuries per liter of air," or "pCi/L." A radon level in the home between 2 and 4 pCi/L is considered moderate risk and over 4 pCi/L is considered high risk for your health.

I am buying/selling a home. How do I get a property tested for radon?

There are no laws in N.C. regarding radon testing. The N.C. Radon Program recommends that you hire a certified radon contractor. This will give you reliable test results quickly. If you get your water from a well, you can test your groundwater for radon with a certified laboratory. Visit www.ncradon.org to find a certified radon tester.

What if the radon levels are high in my home? Can my home be fixed?

The EPA (U.S. Environmental Protection Agency) recommends fixing homes that have an average radon level over 4 pCi/L. The EPA suggests you consider fixing your home if it tests between 2 and 4 pCi/L. Most homes can easily be fixed to bring the radon levels below 4 pCi/L. Lowering high radon levels requires special knowledge and skills. Pick a contractor who is trained to fix radon problems. The National Radon Proficiency Program or the National Radon Safety Board certifies trained contractors. Visit www.ncradon.org for links.

How do I fix my home if the test shows there is a high level of radon in water?

The N.C. Division of Public Health recommends testing well water for radon. Its experts say you should fix well water that tests high for radon. If the radon level is high in the well water, a second test for other types of radioactive particles like uranium and radium should be done. Select a contractor who is trained to fix radon problems. Contact your county health department's environmental health program for more information.

What will fixing my home cost me?

In 2017, the average cost for fixing a radon problem in an existing home was \$1,500. The average cost to include a radon reduction system when building a new home was \$800. The cost for a private well water radon treatment system ranges between \$1,500 - \$5,000. Visit www.ncradon.org to learn more about building Radon Resistant New Construction.

Will a radon reduction system impact the sale of my home?

Radon reduction systems have been installed in homes across N.C. since 1996. It is commonplace for national home building companies to install Radon Resistant New Construction in their new homes. Having a radon system in your home has not caused any problems for home sales.



NC Real Estate Commission



RADIATION PROTECTION



Cancer Prevention and Control Branch



COUNTY OF CAMDEN, NORTH CAROLINA
Proclamation In Support of
National Radon Action Month

WHEREAS, radon is a colorless, odorless, radioactive gas that may threaten the health of our citizens and their families;

WHEREAS, radon is the second leading cause of lung cancer in the U.S. and is the leading cause of lung cancer in non-smokers;

WHEREAS, the National Academy of Sciences estimates that up to 21,000 lung cancer deaths occur in the United States each year;

WHEREAS, radon is found in one in 15 homes across the U.S. have elevated radon levels;

WHEREAS, any home may have elevated levels of radon, even if neighboring homes do not, and living in a home with an average radon level of 4 picocuries per liter of air poses a similar risk of developing lung cancer as smoking half a pack of cigarettes a day; and

WHEREAS, testing for radon is simple and inexpensive and radon problems can be fixed;

WHEREAS, Camden County, the U.S. Surgeon General, the U.S. Environmental Protection Agency, the NC Department of Health and Human Services' NC Radon Program and the North Carolina Advisory Committee on Cancer Coordination and Control support efforts to encourage homeowners to test their homes for radon, have elevated levels of radon reduced;

WHEREAS, many residents in Camden County don't know about radon, yet need to know, for the safety and health of their families and a proclamation of National Radon Action Month is an opportunity to educate individuals on the available measures to reduce radon;

NOW, THEREFORE, Camden County Board of Commissioners do hereby proclaim:

JANUARY 2020 as National Radon Action Month in Camden County, North Carolina.

PASSED AND ADOPTED by the Board of County Commissioners on this 2nd day of December, 2019.

Tom White, Chairman
Camden County Board of Commissioners

ATTEST:

Karen M. Davis, NCCCC
Clerk to the Board of Commissioners



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Board of Commissioners
AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 12.B
Meeting Date: December 02, 2019
Submitted By: Kevin Jones,
Sheriff
Prepared by: Karen Davis

Item Title NC Governor's Highway Safety Program Traffic Grant -
Sheriff Jones

Attachments: Traffic Grant (PDF)

Summary:

Sheriff Jones will present the attached information concerning the NC Governor's Highway Safety Program Traffic Grant.

Recommendation:

Approval.

Camden County

P. O. Box 57



Sheriff's Office

117 North NC 343

Camden, North Carolina 27921

J. Kevin Jones, Sheriff

Voice: (252) 338-5046

Fax: (252) 335-4300

24 Hours: (252) 331-7445

Office Memorandum

To: Sheriff J. Kevin Jones

From: Sergeant Vincent B. Dunn and Deputy L. Marcum

Subject: NC Governor's Highway Safety Program- Traffic Grant

Date:

Introduction: Need for Traffic Enforcement Deputy

(1) Reduction of Collisions:

Camden County NC has approximately 310 square miles with a population of 10,710 according to the 2018 Census Bureau. Camden County statistically has a lower fatality rate from collisions compared to other counties in the state of North Carolina. Camden County is also one of the fastest growing counties in the state of North Carolina. The more Camden County grows, the higher the fatality rate will increase. In my professional opinion, I believe it would be wise to prepare for an increase in fatality related collisions with the anticipated growth rate of Camden County. With a Traffic Enforcement Deputy, your goal is to maintain safety for traveling motorists. This is done by enforcing motor vehicle law. This task is not accomplished solely based on the number of citations issued but by being proactive and not allowing motorist to freely break the motor vehicle laws in the county of Camden. Research has proven that effective enforcement of motor vehicle laws reduces crashes and severity of crashes.

(2) Crime Prevention:

Conducting vehicle stops for motor vehicle law violations give the deputy an opportunity to look past the stop in attempt to prevent crime or continuing criminal activity. They are likely to apprehend offenders during traffic stops as criminals are mobile. Mere presence also leads to other drivers being safer.

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Example 1:

Timothy McVeigh was stopped for not having a license plate on his vehicle by a State Patrol Officer in Oklahoma. McVeigh had a loaded firearm hidden under his driver's seat. Three days later, the FBI came to visit with him in jail with his connection of the death of 168 people in the Oklahoma City bombing. He was put to death on June 11, 2001. This is one example of the benefits of having proactive traffic officers. They have the great opportunity of preventing crime before it occurs.

Later McVeigh stated that the Oklahoma bombing was his first terrorist act however he was on his way to commit additional terrorist activity.

It is also commonly understood, that high visible traffic enforcement also reduces property crimes at businesses along the highways where traffic enforcement is occurring.

Solution:

North Carolina Governor's Highway Safety Program (NCGHSP) offers grants funded by the National Highway Traffic Safety Administration (NHTSA).

The Governor's Highway Safety Program helps fund the efforts of law enforcement agencies, local governments, community organizations, schools and nonprofits to reduce traffic crashes in North Carolina.

These programs are funded on a federal fiscal year basis (Oct. 1 through Sept. 31). Grant applications are accepted from January 1st to January 31st.

Attachment: Traffic Grant (2582 : NC Governor's Highway Safety Program Traffic Grant - Sheriff Jones)

Camden County

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117 North NC 343

Camden, North Carolina 27921

J. Kevin Jones, Sheriff

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24 Hours: (252) 331-7445

Details:

Primary Goal: Traffic Enforcement Deputy

The primary goal of a Traffic Enforcement Deputy is to primarily work traffic. This is to include vehicle stops, investigate motor vehicle collisions and traffic safety education. NCGHSP recognizes that a deputy in a funded position may need to answer an occasional call for service that is serious in nature however does not want the funded position to fulfill the primary roles of a Patrol Deputy. After the fourth year, the Sheriff may keep the position as a Traffic Enforcement Deputy or reassign their role as the Sheriff sees fit.

Financing: Grant Position

To create a new deputy position, there are yearly cost to include salary, insurance, FICA, Retirement, 401K, workman's compensation and unemployment. The average starting salary in Camden County for a NC certified deputy is \$35,000.00. Based on that average salary, Camden County pays \$7914.00 for insurance, \$2678.00 for FICA, \$3395.00 for retirement, \$1750.00 for 401K, \$1750.00 for workman's compensation and \$350.00 for unemployment for a total of \$52,837.00. This is a reoccurring cost annually to Camden County.

NCGHSP has a four year program where they will finance 85% of a new deputy's salary and reoccurring cost to maintain the position for the **first year**. The county agrees to pay a total of 15% for the first year. **Second year**, NCGHSP will pay 70% and the county pay 30%. **Third year**, NCGHSP will pay 50% and the county pay 50%. The **fourth year**, the county agrees to pay 100% of the cost. It is then suggested that the county agree to maintain that position after the fourth year to prevent employees from being laid off.

In addition to salary, NCGHSP will fully fund and cover 100% of all needed equipment and training that a Traffic Enforcement Deputy may need to include but not limited to the following:

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Camden, North Carolina 27921

J. Kevin Jones, Sheriff

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24 Hours: (252) 331-7445

Training: NCGHSP will fund 100% of any cost that may arise from sending a deputy to traffic related training. For example, a deputy may need to be certified on the operation of Radar, Intox and Standard Field Sobriety Testing. These are only a few examples. Majority of this training is held at community colleges or approved locations at no cost to the agency. NCGHSP will cover traveling expenses that may arise from the training. NCGHSP will cover all traffic related training within the first year of the approved grant. After the first year, Camden County will be financially responsible for any additional training.

Uniform: NCGHSP will fund 100% of the initial cost to outfit a new deputy for uniforms. Attached to this memorandum is a spread sheet itemizing each needed piece of equipment and its value.

Patrol vehicle and equipment: NCGHSP will fund 100% of the initial cost to outfit a new deputy with a patrol vehicle. NCGHSP will fund 100% of the initial cost of all the equipment needed for a successful Traffic Enforcement Deputy. Attached to this memorandum is a spread sheet itemizing each needed piece of equipment and its value.

Attachment: Traffic Grant (2582 : NC Governor's Highway Safety Program Traffic Grant - Sheriff Jones)

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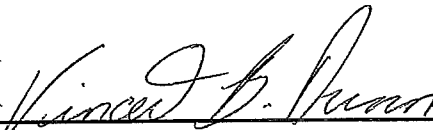
Fax: (252) 335-4300

24 Hours: (252) 331-7445

Conclusion:

Camden County is progressively growing due to our unique location. We are centered between Pasquotank County, Chesapeake Virginia and Currituck County. All have seen an increase in motor vehicle collisions according to DMV. These stats have been attached to this memorandum. For the year of 2017, North Carolina has seen an increase from motor vehicle collisions in 2013 at 213,605 to 235,912 in 2017.

Camden County has several highways to include US 17, NC 34, US 158 and NC 343 that connect US 158 to US 17. US 17 will also be changed to Interstate 87 in the future. That alone will increase the flow of traffic into Camden County. With Camden County growing the infrastructure within must appropriately grow. It is always better to plan ahead and prepare versus the alternative of not being prepared with the counties growth. Even mapping software and applications are already recommending the use of these routes through Camden County to avoid tolls and congestion to and from the Outer Banks. This is likely to increase as US 17 transitions to I-87.

X 

Sergeant Vincent B. Dunn

X

Deputy L. Marcum

Attachment: Traffic Grant (2582 : NC Governor's Highway Safety Program Traffic Grant - Sheriff Jones)



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Board of Commissioners
AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 12.C
Meeting Date: December 02, 2019
Submitted By: Dan Porter, Planning Director
 Planning & Zoning
 Prepared by: Karen Davis
Item Title **Camden Solar Special Use Permit - Extension Request (One Year)**
Attachments: Agenda Summary Sheet SUP Camden Solar (DOC)
 Extension Request (PDF)

See attached summary, supporting documentation and staff recommendation.

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

Meeting Date: December 2, 2019
Attachments: SUP Camden Solar/ BayWa r.e. letter/
 Dominion Energy letter

Submitted By: Planning Department

ITEM TITLE: Request for 1 year extension of Special Use Permit – Camden Solar (UDO 2017-10-01)

SUMMARY:

The Special Use Permit (UDO 2017-10-01) for Camden Solar was approved by the Board of Commissioners on January 8, 2017. In accordance with Article 151.2.3.22 (I) a Special Use Permit shall expire and become null and void two years after the date of issuance if; 1) the authorized use has not commenced; 2) no substantial construction activity has taken place or; 3) Construction activities have started but the value of all construction activity after two years is less than five per cent of the estimated total cost of construction. In accordance with Article 151.2.3.22(I.3) of the Unified Development Ordinance (Attached) BayWa R.E. Development, LLC, current project owner of Camden Solar is requesting a one year extension of the Special Use Permit (UDO 2017-10-01) to January 8, 2021.

Based on the letter from Dominion Energy and the completion of Electrical upgrades adjacent to the property, staff feels that in accordance with attached UDO article that the applicant has proceeded towards completion of construction in good faith and with due diligence.

RECOMMENDATION:

Recommend Approval of a One Year extension of Special Use Permit (UDO 2017-10-01) for Camden Solar, LLC to expire January 8, 2021.

Doc No: 204563
Recorded: 01/10/2018 04:43:46 PM
Fee Amt: \$26.00 Page 1 of 6
Camden County North Carolina
Tammie Krauss, Register of Deeds
BK 362 PG 765 - 770 (6)

Filed: _____

**AN ORDER GRANTING A
SPECIAL USE PERMIT
BY THE BOARD OF COMMISSIONERS
CAMDEN, NORTH CAROLINA**

UDO 2017-10-01

The Board of Commissioners for County of Camden, North Carolina, having held a public hearing on Monday, January 8, 2018 to consider an application for a Special Use Permit by Camden Solar LLC and having heard all of the evidence presented at the hearing makes the following FINDINGS OF FACT and draws the following CONCLUSIONS:

It is the Board's CONCLUSION that the Special Use Permit be issued subject to certain conditions listed below.

This CONCLUSION is based upon the following FINDINGS OF FACT:

PROJECT INFORMATION

File Reference: UDO 2017-10-01
Project Name; Camden Solar, LLC
PIN: 02-8944-00-02-2843
02-8944-00-12-6886
Applicant: CAMDEN SOLAR, LLC
Address: 2035 Sunset Lake Rd
Newark, DE 19702
Phone: (303) 202-3600
Email:
Agent for Applicant: Jared Schoch, Heath
McLaughlin, Mark Pearson
Phone:
Email:
Current Owner of Record: James L. Cartwright,
Douglas Cartwright, and Martha Jackson
Meeting Dates: Planning Board – 11/15/17

Application Received: 10/2/17
By: David Parks, Permit Officer

Application Fee paid: \$400

Completeness of Application: Application is generally complete

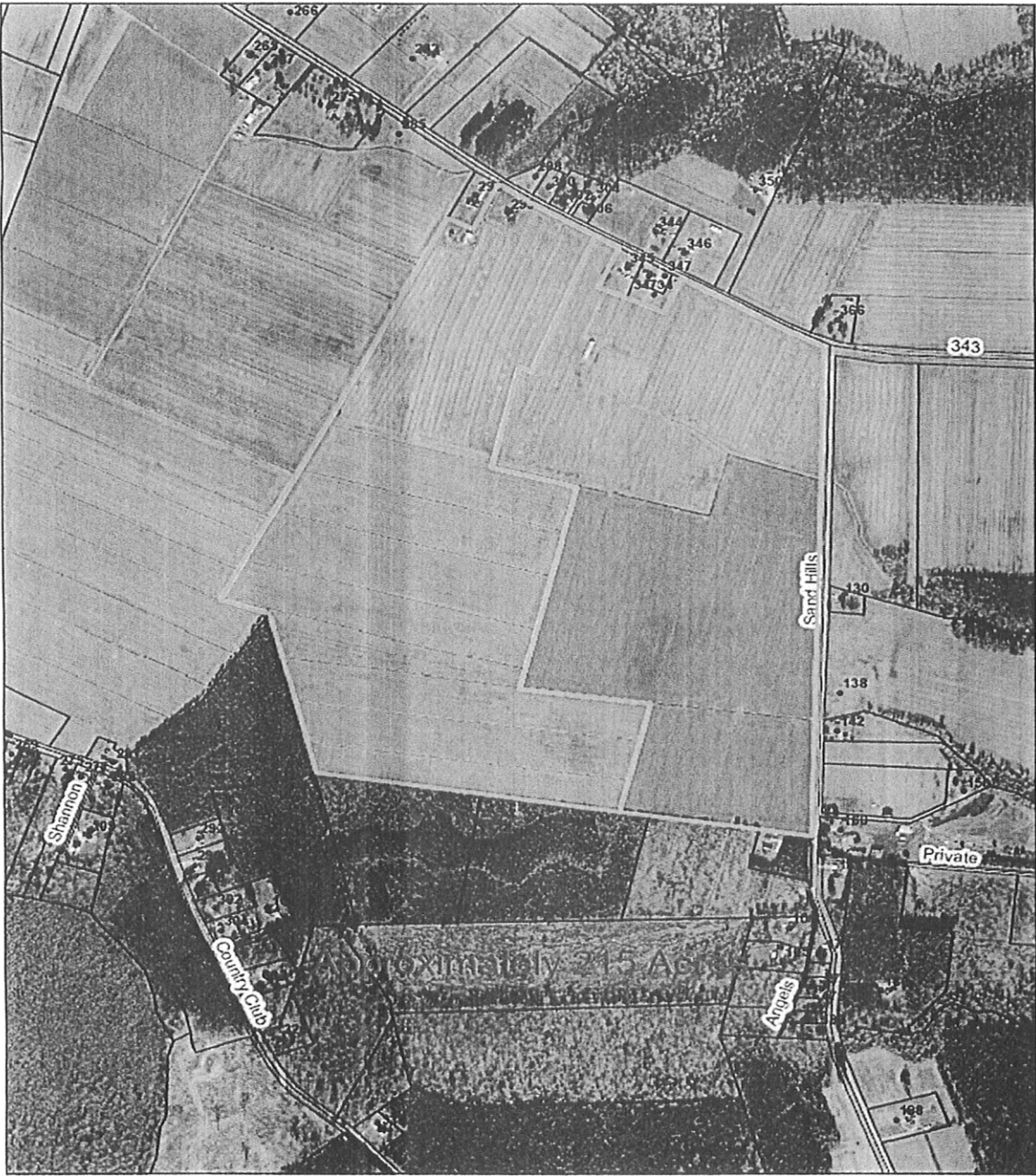
Documents received upon filing of application or otherwise included:

- A. Land Use/Development Application
- B. Camden Solar Site Plan
- C. Project Summary Letter
- D. Documentation of all requirements from NC State Utilities Commission
- E. Technical Review comments
- F. Drainage Plan (approved by County Engineer)

Attachment: Extension Request (2579 : Camden Solar Special Use Permit - Extension Request (One Year))

REQUEST: Construction of a 20 MW AC Solar Facility. Camden County Code Article 151.334 Table of Permissible Uses (Use # 17.400); Specific Standards – Article 151.347(V).

Vicinity Map:



Attachment: Extension Request (2579 : Camden Solar Special Use Permit - Extension Request (One Year))

PROJECT LOCATION:

Street Address: Two parcels at South Highway 343 and Sand Hills Road
Location Description: Courthouse Township

SITE DATA

Lot size: Two parcels - approximately 215 acres in size
Flood Zone: X/AE
Zoning District(s): Basic Residential (R3-2)
Existing Land Uses: Farmland

Adjacent Zoning & Uses:

	North	South	East	West
Zoning	R3-2	R3-2	GUD	R3-2
Use & size	Farmland	Farmland – Some Residential	Farmland – Some Residential	Woodland - One residential

Proposed Use(s): 20MW AC Solar Facility

Description of property:

Property is active farmland

ENVIRONMENTAL ASSESSMENT

Streams, Creeks, Major Ditches: Mill Dam Creek to the South.

Distance & description of nearest outfall: ½ mile to Mill Dam Creek

INFRASTRUCTURE

10” water line along 343 and a 4” line on Sand Hills Road.

Traffic: During construction phase there will be increased traffic along Highway 343 and Sand Hills.

1. Utilities:

- A. Does the application include a letter or certificate from the District Health Department regarding septic tanks?** Applicant requesting use of portable toilet during construction phase.
- B. Does the applicant propose the use of public sewage systems?** No
- C. Does the applicant propose the use of public water systems?** No.
- D. Distance from existing public water supply system:** Adjacent to property on Highway 343 and Sand Hills Road.
- E. Is the area within a five-year proposal for the provision of public water?** Existing

F. Is the area within a five-year proposal for the provision of public sewage? No

2. Landscaping

A. Is any buffer required? Yes. Indicated on site plan.

B. Is any landscaping described in application: Yes. Indicated on site plan

3. Findings Regarding Additional Requirements:

Yes No

Endangering the public health and safety?

Staffs opinion is that application does not appear to endanger the public health and safety.

Yes No

Injure the value of adjoining or abutting property.

Without any evidence to the contrary - staffs opinion is that application does not appear to injure the value of adjoining or abutting property.

Yes No

Harmony with the area in which it is located.

Property zoned for proposed use. Comprehensive Plan Future Land Use Map has property identified as Rural Residential.

EXCEED PUBLIC FACILITIES:

Yes No

Schools: Proposed development will not impact schools.

Yes No

Fire and rescue: Request training after completed.

Yes No

Law Enforcement: Request training after completed.

Attachment: Extension Request (2579 : Camden Solar Special Use Permit - Extension Request (One Year))

At their January 8, 2018 Board of Commissioners meeting, Board approved on a 5-0 vote the Special Use Permit for Camden Solar, LLC with the following conditions:

1. The applicant must strictly abide by all requirements of the Unified Development Ordinance of Camden County, North Carolina, and must also strictly comply with all other local, state, and federal ordinances, laws, rules and regulations as one or more ordinances, laws, rules and regulations may apply to this development.
2. The applicant shall complete the development strictly in accordance with the approved plans contained in the file titled UDO 2017-10-01.
3. There shall be no land disturbing activity until County receives approved DENR E & S Control Plan and Stormwater Permit.
4. Applicant shall provide Camden County Planning Office proof of the continuous operation annually (no later than January 30th) or upon request of the county which shall not be unreasonable in the form a letter from the facility owner stating the facility has been operational during the previous year.
5. Upon completion of the installation of the solar farm, Camden Solar LLC shall provide training to Fire Marshall, South Camden Volunteer Fire Department and Sheriff's Office personnel as to the potential risks involved in case of an emergency inside the facility.
6. Applicant shall provide the Sheriff's Office with a key or combination to the entrance into the facility in case of an emergency. Sheriff's office shall contact owner prior to entry to ensure all power has been secured.
7. Hours of operations during construction phase shall be Monday – Saturday, dawn to dusk.
8. Hours of operations shall be posted at the entrance to the facility during the construction phase.
9. Developer shall install a 50' natural vegetative buffer extending the length of the property line that abuts the Solar Facility belonging to Rodney Meads.
10. There shall be no parking of vehicles along public ROWs of South 343 and Sand Hills Road.
11. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this approval in its entirety shall be void and have no effect.

IN WITNESS WHEREOF, the County has caused this Special Use Permit to be issued in its name, and the undersigned, being all of the property owners/applicants of the property above described, do hereby accept this Special Use Permit together with all its conditions as binding on them, their successors and their assigns in interest.

I, Heath McLaughlin of Camden Solar LLC, applicant/agent/property owner of the above-identified property do hereby acknowledge receipt of this Order authorizing the issuance of a Special Use Permit. The undersigned owner/applicant does further acknowledge that no work shall be done pursuant to the Special Use Permit except in accordance with all of its conditions and requirements and that all restrictions shall be binding upon them, their assigns, and their successors in interest.

Heath McLaughlin Member
Name/Title

Attachment: Extension Request (2579 : Camden Solar Special Use Permit - Extension Request (One Year))

NORTH CAROLINA

I, Danielle Felton, a Notary Public in and for said state and county, do hereby certify that, Heath McLaughlin Applicant/Property Owner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal the 10th day of January, 2018.

Danielle Felton

Danielle Felton
Notary Public
Pasquotank County, NC
My Commission Expires June 21, 2022

My commission expires:
06-21-2022

COUNTY OF Camden

ATTEST:

I, David Parks, Permit Officer, Camden County, do hereby acknowledge the issuance of this Order authorizing the Special Use Permit for Sandy Solar LLC. The applicant does further acknowledge that no work may be done pursuant to the Special Use Permit except in accordance with all of its conditions and requirements and that all restrictions shall be binding upon them, their assigns and their successors in interest.

David Parks

David Parks, Permit Officer

NORTH CAROLINA
CAMDEN COUNTY

I, Danielle Felton, a Notary Public in and for said state and county, do hereby certify that David Parks, Permit Officer, Camden County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 10th day of January, 2018.

Danielle Felton

Danielle Felton
Notary Public
Pasquotank County, NC
My Commission Expires June 21, 2022

My commission expires:

06-21-2022

COUNTY OF Camden

Attachment: Extension Request (2579 : Camden Solar Special Use Permit - Extension Request (One Year))

ARTICLE 151.2 Procedures

Section 2.3 Specific Review Procedures

2.3.22 Special Use Permit

2.3.22. SPECIAL USE PERMIT

A. Purpose and Intent

The purpose for the special use permit procedure is to establish a fair, predictable, and consistent process for the establishment of special uses. A special use is a use that may be appropriate in a zoning district, but because of its nature, extent, or external effects, it requires special consideration of its location, design, and methods of operation before it can be deemed appropriate in the district and compatible with its surroundings.

B. Applicability

Applications for uses identified as requiring a special use in Table 4.3.10: Principal Use Table, shall be reviewed in accordance with the procedures and standards of this section.

C. Special Use Procedure

1. Pre-Application Conference

Applicable (see Section 2.2.2, Pre-Application Conference).

2. Neighborhood Meeting

- a. Applicable (see Section 2.2.3, Neighborhood Meeting).
- b. Discussions occurring at a neighborhood meeting are not part of the body of evidence considered during a hearing on a special use permit application.

3. Application Submittal

- a. Applicable (see Section 2.2.4, Application Submittal).
- b. An application shall be submitted only by the landowner(s), or a contract purchaser with written approval to submit the application by the landowner(s), and shall include a site plan.

4. Staff Review and Action

- a. Applicable (see Section 2.2.5, Staff Review and Action).
- b. The UDO Administrator shall review the application, prepare a staff report, and provide a recommendation in accordance with Section 2.3.22.D, Special Use Review Standards.

5. Public Notice

Applicable (see Section 2.2.6, Public Notice).

6. Review and Decision by Board of Commissioners

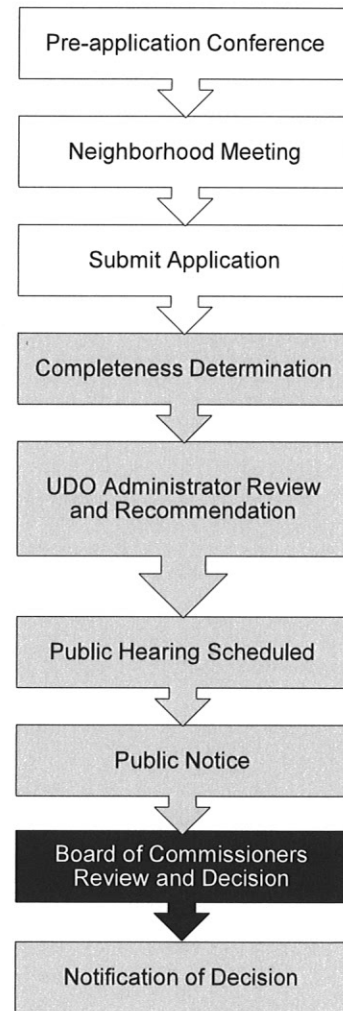
- a. Applicable (see Section 2.2.9, Action by Review Authority and Section 2.2.7, Public Meetings and Hearings).
- b. Following the conclusion of a quasi-judicial public hearing, the Board of Commissioners shall review and decide the application in accordance with Section 2.3.22.D, Special Use Review Standards. The decision shall be the one of the following:
 - 1. Approval of the special use as proposed;
 - 2. Approval of a revised special use; or
 - 3. Denial of the special use.
- c. Any conditions of approval shall meet or exceed the minimum requirements of this Ordinance.
- d. In cases where an applicant proposes a site plan along with an application for a special use permit, the BOC shall concurrently review and decide the application for the site plan in accordance with Section 2.3.16.E, Major Site Plan Review Standards, and this section.

D. Special Use Review Standards

A special use shall be approved upon a determination that the special use:

- 1. Will not materially endanger the public health or safety if located where proposed;
- 2. Complies with all required standards, conditions, and specifications of this Ordinance, including ARTICLE 151.4, Use Regulations;
- 3. Will not substantially injure the value of the abutting land, or the special use is a public necessity;
- 4. Will be in harmony with the area in which it is to be located;
- 5. Is in general conformity with the County's adopted policy guidance; and

FIGURE 2.3.22: SPECIAL USE PERMIT PROCEDURE



Attachment: Extension Request (2579 : Camden Solar Special Use Permit - Extension Request (One Year))

ARTICLE 151.2 Procedures

Section 2.3 Specific Review Procedures

2.3.22 Special Use Permit

6. Will not exceed the County's ability to provide adequate public facilities (e.g., schools, fire protection, rescue, and law enforcement).
- E. Conditions of Approval**
1. Applicable (see Section 2.2.10, Conditions of Approval).
 2. The Board of Commissioners may apply conditions limiting the permit to a specified duration or may place limits on the availability of proposed residential dwelling units to coincide with the provision or maintenance of adequate public facilities.
- F. Effect**
1. Applicable (see Section 2.2.12, Effect).
 2. A special use and the associated site plan approval are perpetually binding and run with the land, unless amended.
 3. An action invalidating a special use condition of approval (such as exceeding maximum allowable intensity or hours of operation limitation) shall render the special use permit as well as the site plan approval null and void.
- G. Amendment**
Applicable (see Section 2.2.16, Amendment).
- H. State and Federal Requirements**
Special uses shall meet all applicable State and federal requirements for location and operation. Failure to maintain compliance with those requirements may result in the revocation of the special use permit.
- I. Expiration**
1. **Replacement**
If a special use is replaced by a use otherwise permitted by right in the zoning district, the special use permit approval is deemed abandoned and the special use permit approval is null and void, but the site plan approval is unaffected, provided there are no physical changes to the building or the site.
 2. **Failure to Complete Construction**
Unless otherwise stated in the special use permit approval, a special use permit shall expire and become null and void two years after the date of issuance if:
 - a. The authorized use has not commenced;
 - b. No substantial construction activity has taken place; or
 - c. Construction activities have started but the value of all construction activity after two years is less than five percent of the estimated total cost of construction.
 3. **Extension**
 - a. An applicant may request an extension of a special use permit approval in writing to the UDO Administrator at least 30 days prior to expiration.
 - b. Extension requests shall be reviewed and decided by the Board of Commissioners.
 - c. Up to one extension for a maximum period of one year may be granted if:
 1. The applicant has proceeded towards completion of construction in good faith and with due diligence; and
 2. Conditions have not changed to the extent that a new application is warranted in the sole discretion of the Board of Commissioners.
- J. Appeal**
1. Appeal of a decision on a special use permit shall be subject to review by the District 1 Superior Court by proceedings in the nature of certiorari and in accordance with Section 160A-393 of the North Carolina General Statutes.
 2. Petitions for review must be filed with the Clerk of Court within 30 days of the date the decision is filed in the office of the appropriate review authority and delivered by personal delivery, electronic mail, or first-class mail to the applicant, landowner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective.



November 11, 2019

Dan Porter
 Director, Planning & Community Development Department
 P.O. Box 74,
 117 North NC 343
 Camden, NC 27921

Dave Parks, CFM
 Zoning Officer & Certified Floodplain Manager
 P.O. Box 74,
 117 North NC 343
 Camden, NC 27921

Re: Files Reference UDO 2017-10-01; Project Name Camden Solar, LLC

Dear Mr. Parks and Mr. Porter,

The Special Use Permit granted to Camden Solar, LLC. by the Board of Supervisors on January 8, 2018 and recorded on January 10, 2018 is set to expire January 08, 2020. The project was sold to BayWa r.e. Development LLC (BayWa) from Blue Green Energy on September 13, 2019. Please find the attached assignment and assumption agreement dated September 13, 2019 that proves the change in ownership.

BayWa respectfully requests a one year extension pursuant to Code Section 2.3.22 of the Camden County Unified Development Ordinance. In accordance with Code Section 2.3.22 I.3.c.1. BayWa has proceeded in good faith toward completion of construction evidenced of the following significant activities:

- a. Funding the Interconnection costs to Dominion Energy in the amount of \$711,475.¹
- b. Proceeding with additional Engineering work.²
- c. The purchase of panels before end of the year, for ITC safe harbour, which cost in excess of \$5,000,000.³

¹ Receipts can be provided upon request of the County.

² Drawings and Studies may be provided to County upon request.

³ Redacted receipts can be provided upon request of the County.



- d. Camden Solar, LLC will be submitting for an Erosion and Sedimentation Control Permit and a Stormwater Permit by December 2, 2019

In addition, per Code Section 2.3.22 I.3.c. 2., The Conditions have not changed to the extent that a new application is warranted. Therefore, an extension is appropriately suited path to allow the project to start construction in 2020.

Please let me know if I can provide any further information to assist with your review.

Sincerely,

Whitney Rubin
Development Manager

cc : Patrick Brown, VP Development, BayWa r.e. Solar Projects LLC.
Vaughan Johnson, Project Director, BayWa r.e. Solar Projects LLC.

Enclosures:

Assumption and Assignment Agreement dated September 13, 2019
Copy of approved SUP dated January 8, 2018

EXECUTION VERSION

ASSIGNMENT AND CONVEYANCE AGREEMENT

THIS ASSIGNMENT AND CONVEYANCE AGREEMENT (this "Agreement"), dated as of September 13, 2019, is made and entered into by and among BLUE GREEN ENERGY, LLC, a Florida limited liability company and SOLAR ACCESS DEVELOPMENT GROUP, LLC, a Virginia limited liability company (collectively, "Assignor"), and BAYWA R.E. DEVELOPMENT, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Membership Interest Purchase Agreement, dated as of September 13, 2019 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase, accept and assume, all of Assignor's right, title and interest in and to the Equity Interests (as defined in the Purchase Agreement) in Camden Solar LLC; and

WHEREAS, it is a condition precedent to the purchase and sale of the Equity Interests pursuant to the Purchase Agreement that this Agreement be executed and delivered by the parties hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Assignment and Assumption. Assignor hereby assigns, conveys, transfers and delivers to Assignee, upon and effective from and after the date hereof, all of Assignor's right, title and interest in and to the Equity Interests. Assignee, upon and effective from and after the date hereof, and notwithstanding anything to the contrary in the operating agreement of the Project Company, shall be entitled to become a member of the Project Company and shall be entitled to exercise all rights and powers of a member of the Project Company and agrees to be bound by all provisions of the articles of organization and operating agreement of the Project Company. Assignee, upon and effective from and after the date hereof, hereby accepts all of Assignor's right, title and interest in and to the Equity Interests free and clear of all Liens and assumes all of Assignor's duties, obligations and liabilities arising with respect to the Equity Interests.

3. Effect of Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement and is subject to all of the terms, conditions and limitations therein. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect the rights of the parties under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Assurances. Assignor and Assignee mutually agree to cooperate with respect to any of the matters described herein, and to execute such further deeds, assignments, assumptions, notifications, or other documents as may be legally requested or reasonably necessary for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile, portable document format or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

6. Governing Law. This Agreement, including the interpretation, construction and validity hereof, shall be governed by the laws of the State of North Carolina, without regard to any conflicts of law rules that might apply the laws of any other jurisdiction.

7. Successor and Assigns. This Agreement and the covenants and agreements herein contained shall inure to the benefit of Assignor and Assignee and their successors and assigns, and shall be binding upon Assignor and Assignee and their successors and assigns. This Agreement shall not be deemed to confer upon or give to any third party other than the successors and assigns of Assignor and Assignee any remedy, claim, cause of action or other right.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

Assignor:

BLUE GREEN ENERGY, LLC,
a Florida limited liability company

By: _____
Name: Heath McLaughlin
Title: Member

SOLAR ACCESS DEVELOPMENT GROUP, LLC,
a Virginia limited liability company

By: _____
Name: Mark Pearson
Title: Member

Assignee:

BAYWA R.E. DEVELOPMENT, LLC,
a Delaware limited liability company

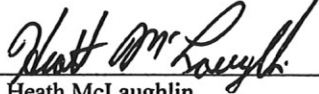
By: William Gulley
Name: William Gulley
Title: CFO

Attachment: Extension Request (2579 : Camden Solar Special Use Permit - Extension Request (One Year))

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

Assignor:

BLUE GREEN ENERGY, LLC,
a Florida limited liability company

By: 
Name: Heath McLaughlin
Title: Member

Assignee:

BAYWA R.E. DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SOLAR ACCESS DEVELOPMENT GROUP, LLC,
a Virginia limited liability company

By: _____
Name: Mark Pearson
Title: Member

Attachment: Extension Request (2579 : Camden Solar Special Use Permit - Extension Request (One Year))

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

Assignor:

BLUE GREEN ENERGY, LLC,
a Florida limited liability company

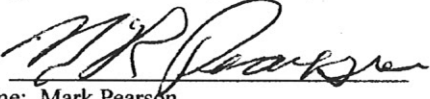
By: _____
Name: Heath McLaughlin
Title: Member

Assignee:

BAYWA R.E. DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SOLAR ACCESS DEVELOPMENT GROUP, LLC,
a Virginia limited liability company

By: 
Name: Mark Pearson
Title: Member

Attachment: Extension Request (2579 : Camden Solar Special Use Permit - Extension Request (One Year))

Dominion Energy
200 W. Veeco Street
Roanoke Rapids, NC 27870

January 8, 2019

Camden Solar, LLC
Solar Access Development Group
Att: Mark Pearson
7131 Gateway Court
Manassas, VA 20109

Re: Virginia Electric and Power Company –Interconnection Agreement NC16035

Dear Mark:

Please find the attached Interconnection Agreement for the **Camden Solar, LLC** generating facility. Execute two (2) copies of this agreement and return within ten (10) business days of receipt to retain your queue position (January 23, 2019). The total amount of **\$711,475.00** shall be sent to the Utility on or before March 8, 2019, 60 calendar days. In order to connect per the milestones as discussed, February payment will be necessary.

The total estimated project cost, which is included in Appendix 6 of the Interconnection Agreement, is **\$711,475**. Descriptions and breakdown of the costs are located in the agreement. Appendix 2 has a breakdown of the facility charges that you will be billed monthly for the new attachment facilities upon completion of the work. Please forward the two (2) executed Interconnection Agreements along with payment on or before the due dates to:

Dominion Energy – Distributed Generation
701 East Cary Street (18th Floor OJRP)
Richmond, VA 23219
Attention: Kasey Shirley

Upon final execution by Dominion Energy, a fully executed original will be returned to you.

Please call me at 252-308-1019 if you have any questions.

Sincerely,

Audrey Hurst

Contracts Administrator
Dominion Energy DG

NC Interconnection Agreement NC16035

Attachment: Extension Request (2579 : Camden Solar Special Use Permit - Extension Request (One Year))

NORTH CAROLINA
FINAL INTERCONNECTION AGREEMENT
For State Jurisdictional Generator Interconnections
Effective May 15, 2015
Docket No. E-100, Sub 101

Between
Virginia Electric and Power Company d/b/a
DOMINION ENERGY NORTH CAROLINA

And
Camden Solar, LLC
NC16035
20 MW

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

 **SeacoastBank**
Seacoast National Bank
P.O. BOX 9012 • 815 COLORADO AVE., STUART, FL 34995-9012

No. 1023745 ⁶³⁻⁵¹⁵/₆₇₀

DATE February 28, 2019

PAY TO THE ORDER OF *Virginia Electric and Power Company* \$ *****711,475.00
SEVEN HUNDRED ELEVEN THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS AND ZERO CENTS

Remitter: Blue Green Energy, LLC

CASHIER'S CHECK

BR# 75 TLR: BK-515 NC16035 EA Security Deposit



AUTHORIZED SIGNATURE

  MP

THE BACK OF THIS DOCUMENT CONTAINS CHECK SECURITY WATERMARK AND COIN REACTIVE INK

⑈ 1023745⑈ ⑆067005158⑆ 6001486⑈

Attachment: Extension Request (2579 : Camden Solar Special Use Permit - Extension Request (One Year))



CAMDEN COUNTY
NORTH CAROLINA • USA

Boundless Opportunities.

Board of Commissioners
AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 12.D
Meeting Date: December 02, 2019
Submitted By: Ken Bowman,
Administration
Prepared by: Karen Davis

Item Title **Commerce Park Electric Service**

Attachments: Agenda Summary Commerce Park Electrical Service
(DOCX)
Status of electrical in Commerce Park email (PDF)
AEMC Contract (DOC)
Budget Amendment (PDF)

See attached agenda summary, supporting documentation and recommendation.

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

Meeting Date: December 2, 2019

**Attachments: Contract for Installation and
E-mail cost estimate**

Submitted By: Dan Porter

ITEM TITLE: Commerce Park Electrical Service

SUMMARY:

At the time the Commerce Park was initially developed the electrical service was installed into the property and transformer cabinets set in the median of the entrance road. The sale and development of the property by WAO garage at the end of Opportunity Dr. requires that we now install electrical service to the end of that road, and Albemarle Electric requires that the service be looped back up the road to provide redundancy.

It is important to note that this service is not an incentive to an individual business. This service will have service transformers located at a few locations on each side of the road in order to provide for connections of future businesses in the park.

The cost for this installation is \$82,125.18. The anticipated funding source is Fund Balance Reserves.

RECOMMENDATION:

Approval

Motion: To authorize County Manager to execute contract with Albemarle Electric to install electrical service along Opportunity Dr. in the Camden County Commerce Park.

Karen Davis

From: Craft, Kyle <Kyle.Craft@aemc.coop>
Sent: Monday, September 30, 2019 3:05 PM
To: Dan Porter
Subject: [External] RE: [External] RE: Status of electrical in Commerce Park

Dan,

The estimate for running 3 phase power down Opportunity Dr. is \$82,125.18. The only other question I have is if you would want any security lights down opportunity dr. similar to how they are as you enter the park?

Thanks

Kyle Craft
 Albemarle EMC

From: Dan Porter [mailto:dporter@camdencountync.gov]
Sent: Monday, September 23, 2019 11:29 AM
To: Craft, Kyle
Subject: RE: [External] RE: Status of electrical in Commerce Park

Just checking back. I have a meeting with the Manager a 1:30 today.
 Thanks

Dan B. Porter, Planning Director
 Camden County
 Camden, NC 27921
 Ph: 252 338 1919 Ext. 263
 Fax: 252 333 1603
 Email: dporter@camdencountync.gov
dbp0124@hotmail.com

*DISCLAIMER: Pursuant to the Freedom of Information Privacy Acts (FOIPA) and North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail messages(s) sent in response to it may be considered public record and as such subject to request and review by anyone.

From: Craft, Kyle [mailto:Kyle.Craft@aemc.coop]
Sent: Thursday, September 19, 2019 8:00 AM
To: Dan Porter
Subject: [External] RE: Status of electrical in Commerce Park

Dan

Finishing it up this morning, will have both estimates to you by this afternoon.

Thanks

Attachment: Status of electrical in Commerce Park email (2585 : Commerce Park Electric Service)

Kyle Craft
Albemarle EMC

From: Dan Porter [<mailto:dporter@camdencountync.gov>]
Sent: Thursday, September 19, 2019 7:51 AM
To: Craft, Kyle
Subject: FW: Status of electrical in Commerce Park

Kyle – just checking in for an update about cost of installing electrical up at Camden Commerce Park on US 17.

Thanks

Dan B. Porter, Planning Director
Camden County
Camden, NC 27921
Ph: 252 338 1919 Ext. 263
Fax: 252 333 1603
Email: dporter@camdencountync.gov
dbp0124@hotmail.com

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From: Ken Bowman [<mailto:kbowman@camdencountync.gov>]
Sent: Wednesday, September 18, 2019 5:13 PM
To: Dan Porter
Subject: FW: Status of electrical in Commerce Park

Dan,
Any update on the cost of AE installing the lines to the Fink property?

Ken Bowman
County Manager
PO Box 190
330 East Highway 158
Camden, NC 27921
252-338-6363
252-331-7831 Fax

From: Dan Porter [<mailto:dporter@camdencountync.gov>]
Sent: Wednesday, August 14, 2019 12:41 PM
To: Ken Bowman
Subject: Status of electrical in Commerce Park

Ken –Status of electrical power down Opportunity Dr. to Randy fink building is:

Road contract included clearing the easement for the power lines but not the trenching or laying of lines.
Easement has been cleared.

Albemarle Electric has been contacted about laying lines and Kevin Heath thinks that Kyle (??) has provided Charlie a cost estimate.

Kevin is checking and will get back to me.

I do not know who is responsible for cost of trenching and laying line – Albemarle? – County? – Randy Fink?
Might be in sales contract?

Other Electrical

Underground to Primary Transformer just inside entrance road.

Conduit placed under entrance road to Opportunity drive – I think and am double checking

Temporary overhead service to sewer pump

Dan B. Porter, Planning Director

Camden County

Camden, NC 27921

Ph: 252 338 1919 Ext. 263

Fax: 252 333 1603

Email: dporter@camdencountync.gov

dbp0124@hotmail.com

*DISCLAIMER: Pursuant to the Freedom of Information Privacy Acts (FOIPA) and North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail messages(s) sent in response to it may be considered public record and as such subject to request and review by anyone.



Albemarle Electric Membership Corporation



Post Office Box 69 Hertford, North Carolina 27944-0069
Telephone 252-426-5735 Toll Free 1-800-215-9915 Fax 252-426-8270

CONTRACT FOR INSTALLATION OF UNDERGROUND PRIMARY ELECTRIC FACILITIES

THIS AGREEMENT, made this the 2nd day of December, 2019 by and between ALBEMARLE ELECTRIC MEMBERSHIP CORPORATION

(hereinafter referred to as **Albemarle EMC**) located in Perquimans County, Hertford, North Carolina and **Camden County , North Carolina**, (hereinafter referred to as the **Member**);

W I T N E S S E T H:

THAT WHEREAS the **Member** is the owner of land in Camden County, North Carolina; described in the deed recorded in Plat Book 8, Page 126 in the Office of the Register of Deeds of Camden County, North Carolina; and

WHEREAS the **Member** has requested that **Albemarle EMC** install underground primary electric facilities within the above described property along such pathways as shall be designated by the **Member** and approved by **Albemarle EMC**; and

WHEREAS installation of underground primary electric facilities will require trenching of the land within said pathways; and

WHEREAS **Albemarle EMC** is prepared to install such underground primary electric facilities, but has requested the disclosure by the **Member** of all underground obstructions in the aforesaid pathways; and

WHEREAS **Albemarle EMC** and the **Member** wish to set down the terms of their agreement regarding the installation of said underground primary electric facilities.

Attachment: AEMC Contract (2585 : Commerce Park Electric Service)

NOW, THEREFORE, it is agreed between **Albemarle EMC** and the **Member** that:

1. The **Member** along with the Cooperative, will choose pathways for the installation of the underground primary electric facilities to be installed by **Albemarle EMC** and will provide a sketch of the property referred to above clearly indicating the pathways upon said property and upon approval of said pathways by **Albemarle EMC**, **Albemarle EMC** will install underground primary electric facilities within said pathways.
2. The **Member** shall pay to **Albemarle EMC** the cost of installation according to a schedule of costs adopted by the board of directors of **Albemarle EMC** prior to installation of the underground primary electric facilities. We don't normally pay until the work is complete
3. **The Member shall be responsible and liable for all damage which occurs to underground obstructions resulting from the failure of the Member to expose such underground obstructions and shall hold Albemarle EMC harmless for the same.** Initial
4. If the **Member** shall pave by concrete, asphalt or otherwise any roadway or sidewalk before the aforesaid underground primary electric facilities are installed, the **Member** shall place within the pathway an appropriately sized PVC pipe at least 36 inches in depth under the roadway or sidewalk with the ends of said pipe being clearly marked. **Albemarle EMC** will trench to those designated end points.
5. If the trenching to install the underground primary electric facilities requires **Albemarle EMC** to cross a prepared area of ground (for example, a lawn or yard) of the **Member**, the **Member** shall bear the sole responsibility for and expense of restoring the ground to its former condition.
6. If overhead primary electric facilities are being replaced by underground primary electric facilities at the request of the **Member** or if an existing underground primary electric facility is being piped for any reason, the **Member** hereby releases **Albemarle EMC** from all liability for damages to existing concrete or paved sidewalks, roadways and/or driveways resulting from the installation of the aforesaid underground primary electric facilities and/or piping, and will hold **Albemarle EMC** harmless for the same.

7. This agreement shall remain in effect for all underground installations in the subdivision of the

Member.

IN WITNESS WHEREOF, Albemarle EMC and the Member have executed this agreement.

ALBEMARLE ELECTRIC MEMBERSHIP CORPORATION

By: _____

MEMBER SIGNATURE

By: _____

Attachment: AEMC Contract (2585 : Commerce Park Electric Service)

March, 2006

2019-20-BA012

CAMDEN COUNTY BUDGET AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
10399400-439900	Fund Balance Appropriated	\$82,000	
Expenses			
104940-545000	Contracted Services	\$82,000	

This Budget Amendment is made to appropriate funds for the extension of electricity within the Commerce Park.

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

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 2nd day of December, 2019.

Clerk to Board of Commissioners

Chairman, Board of Commissioners

Attachment: Budget Amendment (2585 : Commerce Park Electric Service)



CAMDEN COUNTY
NORTH CAROLINA • USA

Boundless Opportunities.

Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 12.E

Meeting Date: December 02, 2019

Submitted By: Dan Porter, Planning Director
Planning & Zoning
Prepared by: Karen Davis

Item Title **Set Public Hearing Ordinance 2019-12-01 Rezoning**

Attachments: Agenda Summary Sheet Ordinance 2019-12-01
Krainiak (DOC)
Krainiak Rezoning Findings (DOCX)
Supporting documents (PDF)
2019-12-01 - Ordinance Amending the Official Zoning
Map - Krainiak
(DOC)

Agenda summary and supporting documentation attached.

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

Meeting Date: December 2, 2019
Attachments: Ordinance/Findings/Planning Board
Recommendation
Submitted By: Planning Department

ITEM TITLE: Set Public Hearing Ordinance 2019-12-01; Rezoning Application (UDO 2019-10-24) for RKRAIN LLC (Robert Krainiak)

SUMMARY:

Robert Krainiak (RKRAIN LLC (owner)) and Sean Robey (agent for applicant) met with Planning Staff to rezone approximately 25 acres (lots 9-28 and a portion of lot 29) of Camden Business Park located off U.S. 158 from Highway Commercial (HC) to Village Residential (VR). Neighborhood meeting held October 21, 2019 at the Camden Library. The application for rezoning was heard by the Camden County Planning Board at their November 20, 2019 meeting and after discussion with applicant and staff, Planning Board made the following motions: **(All motions passed on a 6-0 vote.)**

1. Motion made to approve Consistency Statement as follows:
 - The proposed zoning change is inconsistent with the **2005** CAMA Land Use Plan in that the CAMA Future Land Use Maps has property identified as Industrial; also
 - The proposed zoning change is inconsistent and consistent with Comprehensive Plan (Adopted 2012);

Inconsistent as Future Land Use Map shows the property designated as Mixed Use Employment which based on the description (see Attachment A) prohibits residential development.

Consistent as based on the Vision Statement new development will be focused within targeted core areas and the Camden Village Core Area Action Strategies promotes the 158 corridor for new mixed use and higher density development. Property located within the 1 mile buffer of Core Village where county encouraging higher density housing mix.

2. Motion made to recommend approval of proposed rezoning application (UDO 2019-10-24) to rezone properties from Highway Commercial (HC) to Village Residential as rezoning request is consistent with the Comprehensive Plan (Adopted 2012) as based on the Vision Statement new development will be focused within targeted core areas and the Camden Village Core Area Action Strategies promotes the U.S. 158 corridor for new mixed use and higher density development. Property located within the 1 mile buffer of Core Village where county encouraging higher density housing mix.
3. Motion made Motion to amend Comprehensive Plan Future Land Use Map for the 24 acres from Mixed-Use Employment to Village Mixed Use.

RECOMMENDATION:

- Set Public Hearing for January 6, 2020

STAFF REPORT

**UDO 2019-10-24
Zoning Map Amendment**

PROJECT INFORMATION

File Reference: UDO 2019-10-24
Project Name; N/A
PIN: See attached list
Applicant: Robert Krainiak
Address: 105 Havenwood Dr.
 Camden, NC
Phone: (252) 599-7185
Email:
Agent for Applicant: Eastern Carolina
 Engineering, Sean
 Robey
Address:
Phone: (252) 335-1888
Email:
Current Owner of Record: Applicant
Meeting Dates:
 10/21/2019 **Neighborhood**
 11/20/2019 **Planning Board**

Application Received: 10/15/2019
By: Dave Parks, Permit Officer

Application Fee paid: \$800.00 Check #34759

Completeness of Application: Application is generally complete

Documents received upon filing of application or otherwise included:

- A.** Rezoning Application
- B.** Deed's
- C.** GIS Aerial, Current zoning, Comprehensive Plan Future Land Use, CAMA Future Land Use and Suitability Map, and Floodplain Maps
- D.** Letter from County on capacity/availability of Water and Sewer
- E.** Zoning Comparison HC and VR
- F.** Summary of Neighborhood Meeting

REQUEST: Rezone approximately 25 acres (Lots 9-28 and a portion of 29 in Camden Business Park) from Highway Commercial (HC) to Village Residential (VR).

From: Highway Commercial (HC) – Article 151.3.5.6 (Purpose Statement)

The Highway Commercial district is applied to lots along the County's major roadways (e.g., US 158, US 17, NC 34, and NC 343) and is intended for automobile-oriented commercial development as well as large

Attachment: Krainiak Rezoning Findings (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

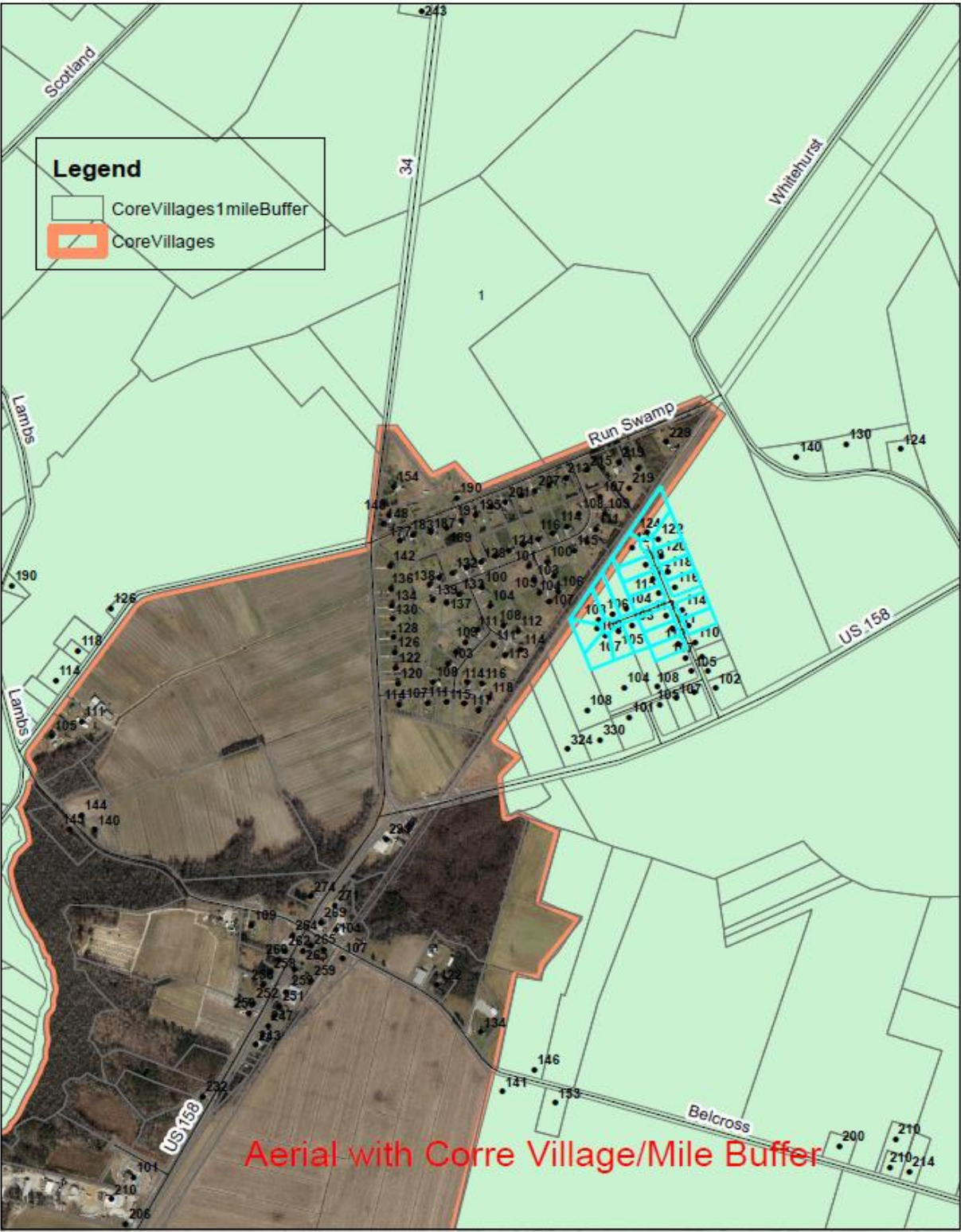
floorplate commercial uses and uses that require or generate truck traffic. The district also accommodates agricultural and institutional uses as well as higher density residential uses with a special use permit. New development in the HC district is grouped and configured to ensure regular lateral vehicular and pedestrian access along major transportation routes as a means of establishing a well-connected transportation system. New development is configured to maintain high visual quality along the major roadway, or is fully screened from view. Sufficient spacing and screening is included along lot lines shared with adjacent residential zoning districts to ensure compatibility. New commercial and multi-family developments in the district are subject to the design standards in Article 151.5: Development Standards.

To: Village Residential (VR) – Article 151.3.5.6 (Purpose Statement)

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

PROJECT LOCATION:

Vicinity Map: Courthouse Township



Attachment: Krainiak Rezoning Findings (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

SITE DATA

Lot size: Lots 9 – 28 and a portion of lot 29 approximately 25 acres in Camden Business Park.

Flood Zone: X

Zoning District(s): Highway Commercial (HC)

Existing Land Uses: Camden Business Park (33 lots) – Lot 33 is only developed. Remaining 32 lots are vacant.

Adjacent Zoning & Uses:

	North	South	East	West
Zoning	Rural Residential (RR)	Light Industrial (LI)	Highway Commercial (HC)	Highway Commercial (HC)
Use & size	Camden Crossing Subdivision	Farmland	Farmland	Commercial Building/County Office's

Proposed Use(s): Residential.

Description/History of property: Camden Business was recorded in June 2008 consisting of 33 commercial lots. Lot 33 was only lot developed as a strip mall, currently occupied by Camden County Library and a Martial Arts Studio. Remaining lots went into foreclosure (except lots 7-10) and most of the remaining lots were purchased by Mr. Robert Krainiak. Waterlines exists.

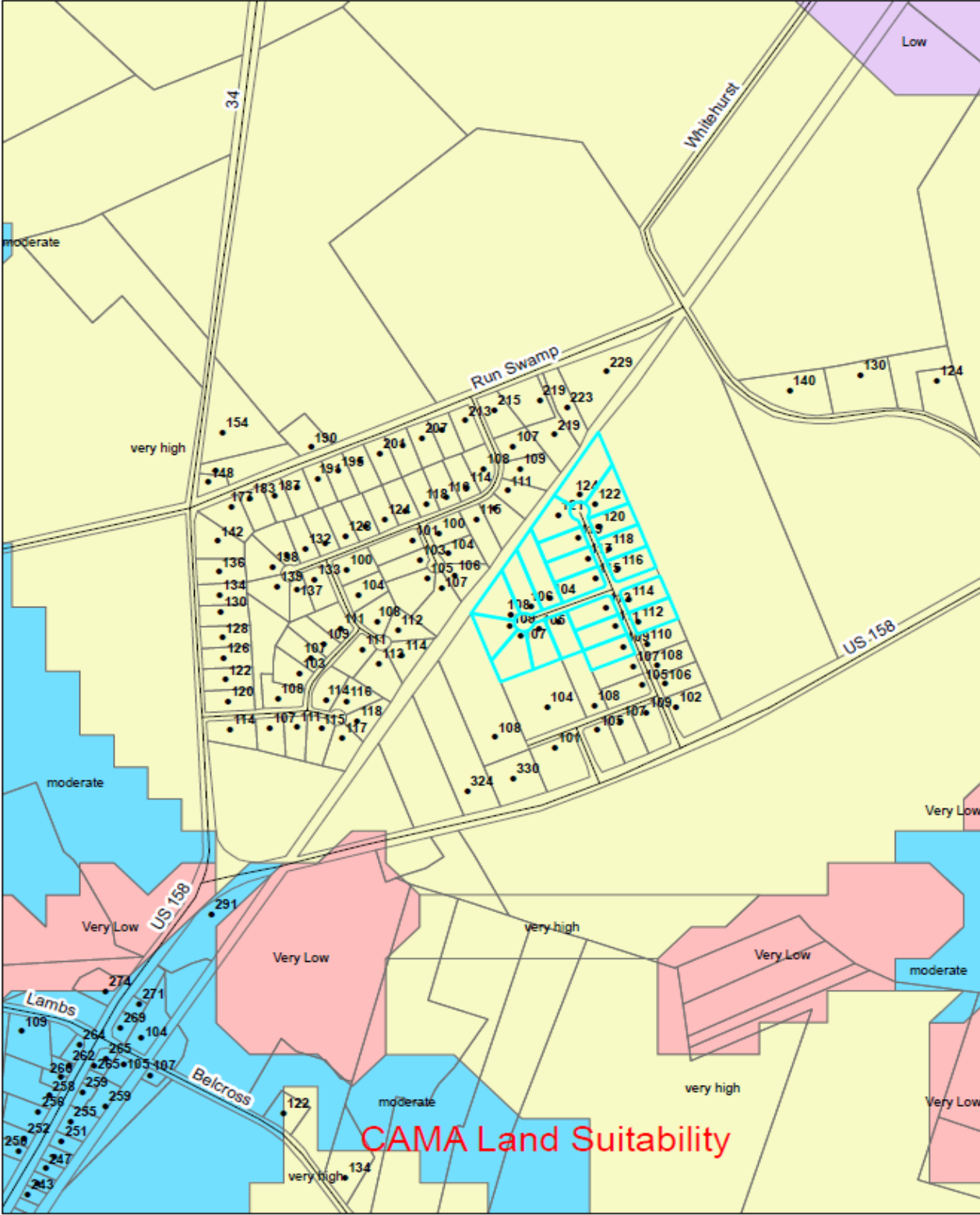
ENVIRONMENTAL ASSESSMENT

Streams, Creeks, Major Ditches:

Distance & description of nearest outfall: Property seems to drain east to the railroad tracks then west out to Sawyer's Creek. Distance approximately 1 mile.

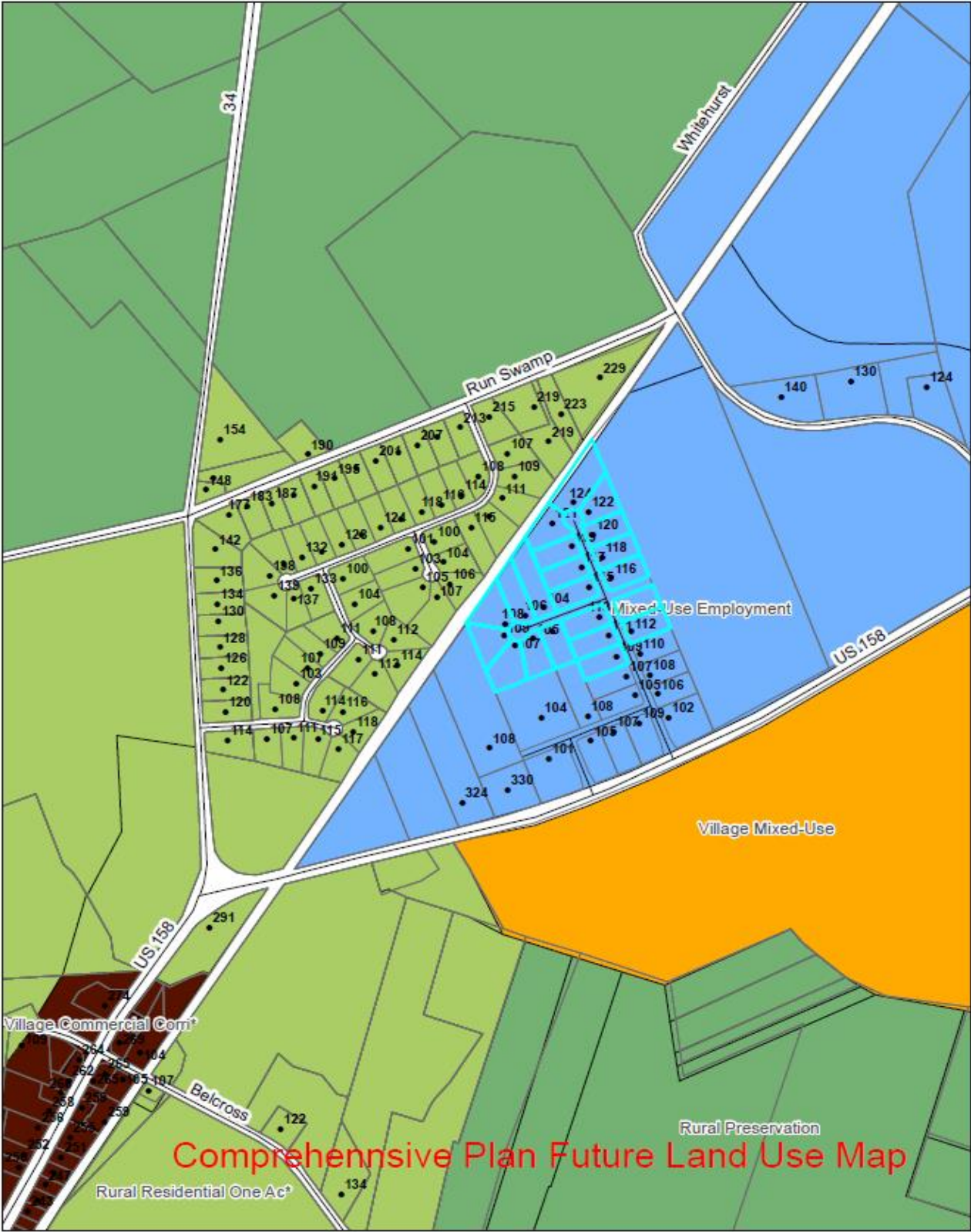
Attachment: Krainiak Rezoning Findings (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

CAMA Land Suitability:



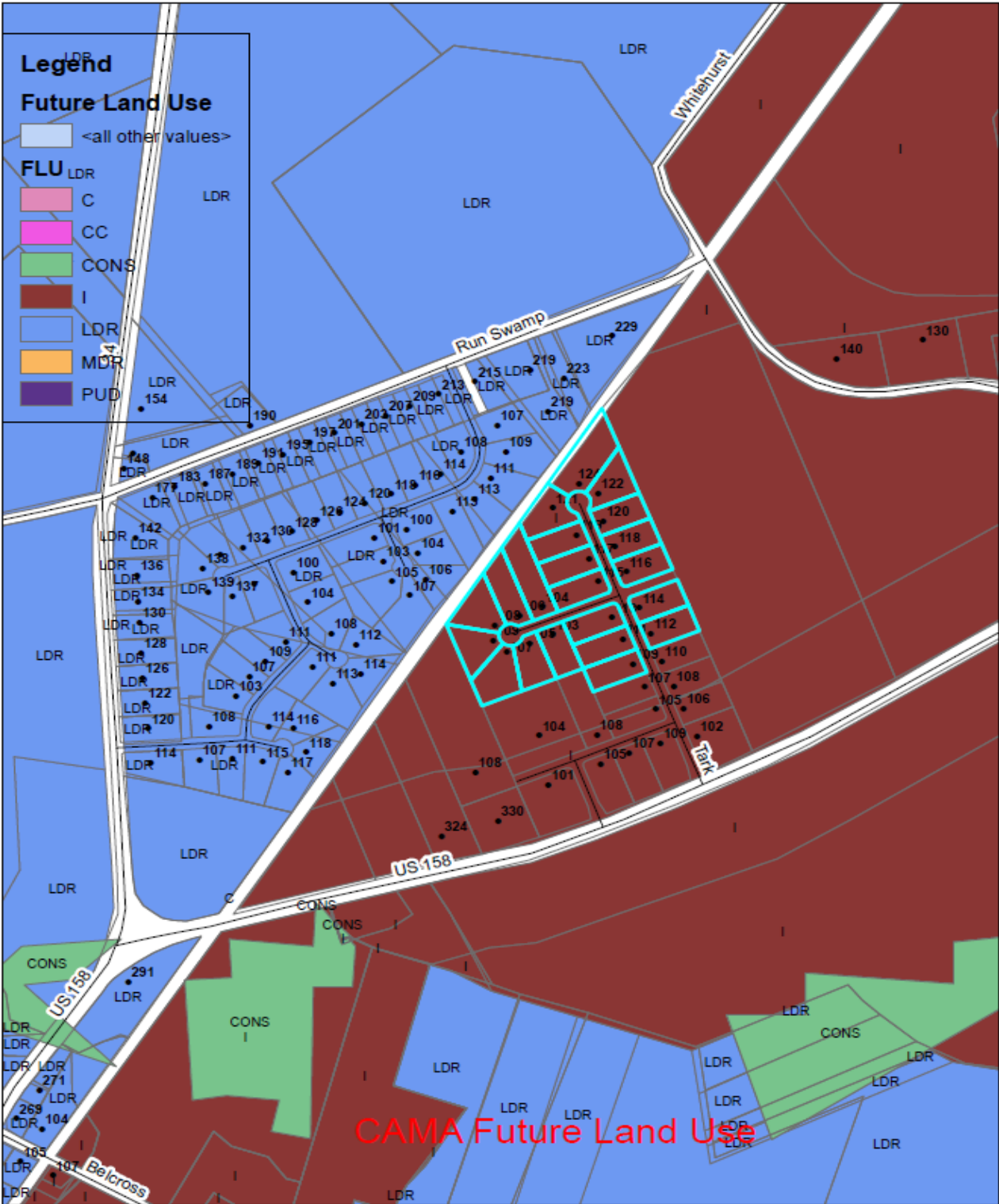
Attachment: Krainiak Rezoning Findings (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

Comprehensive Plan Future Land Use Map



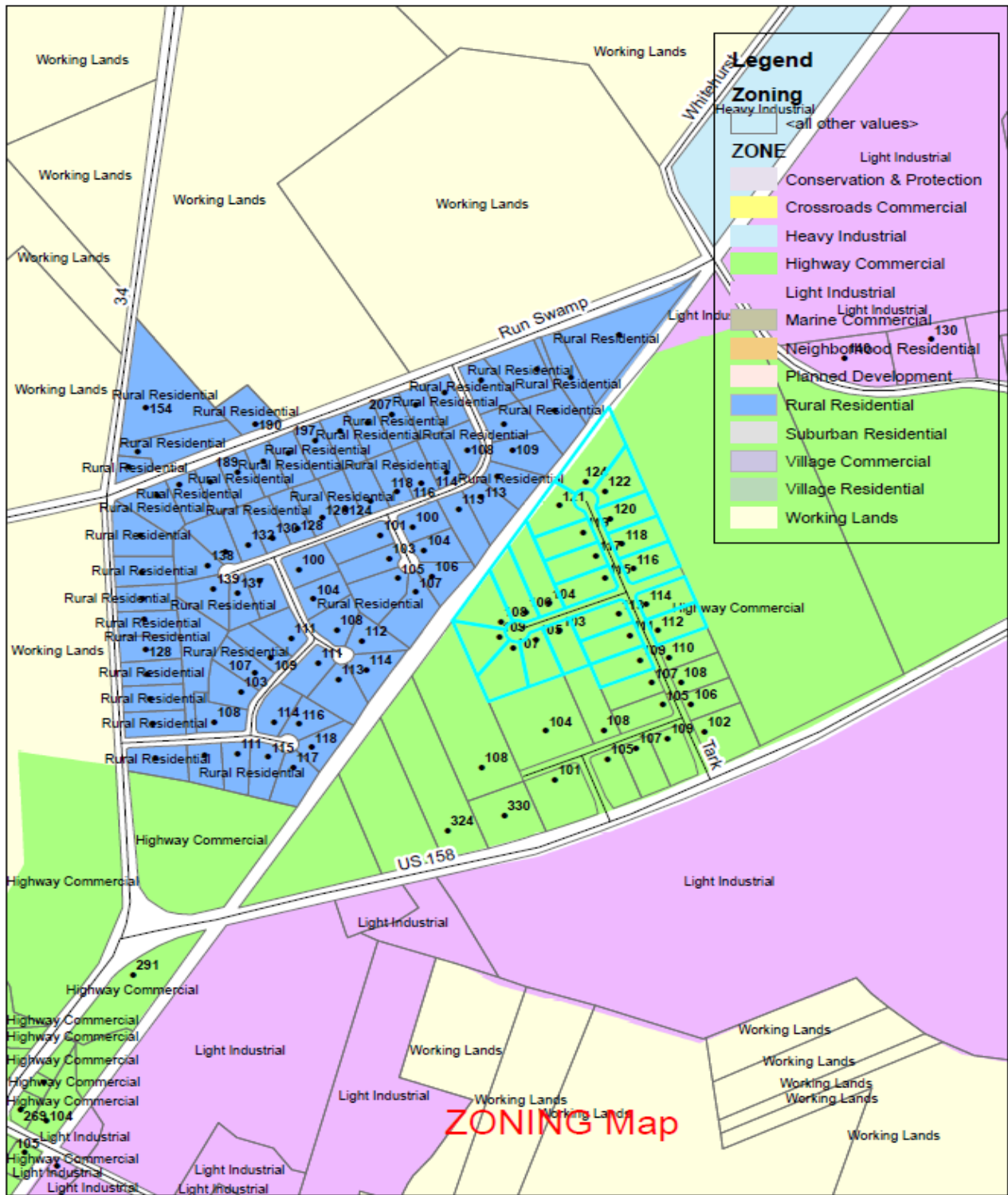
Attachment: Krainiak Rezoning Findings (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

CAMA Future Land Use Map



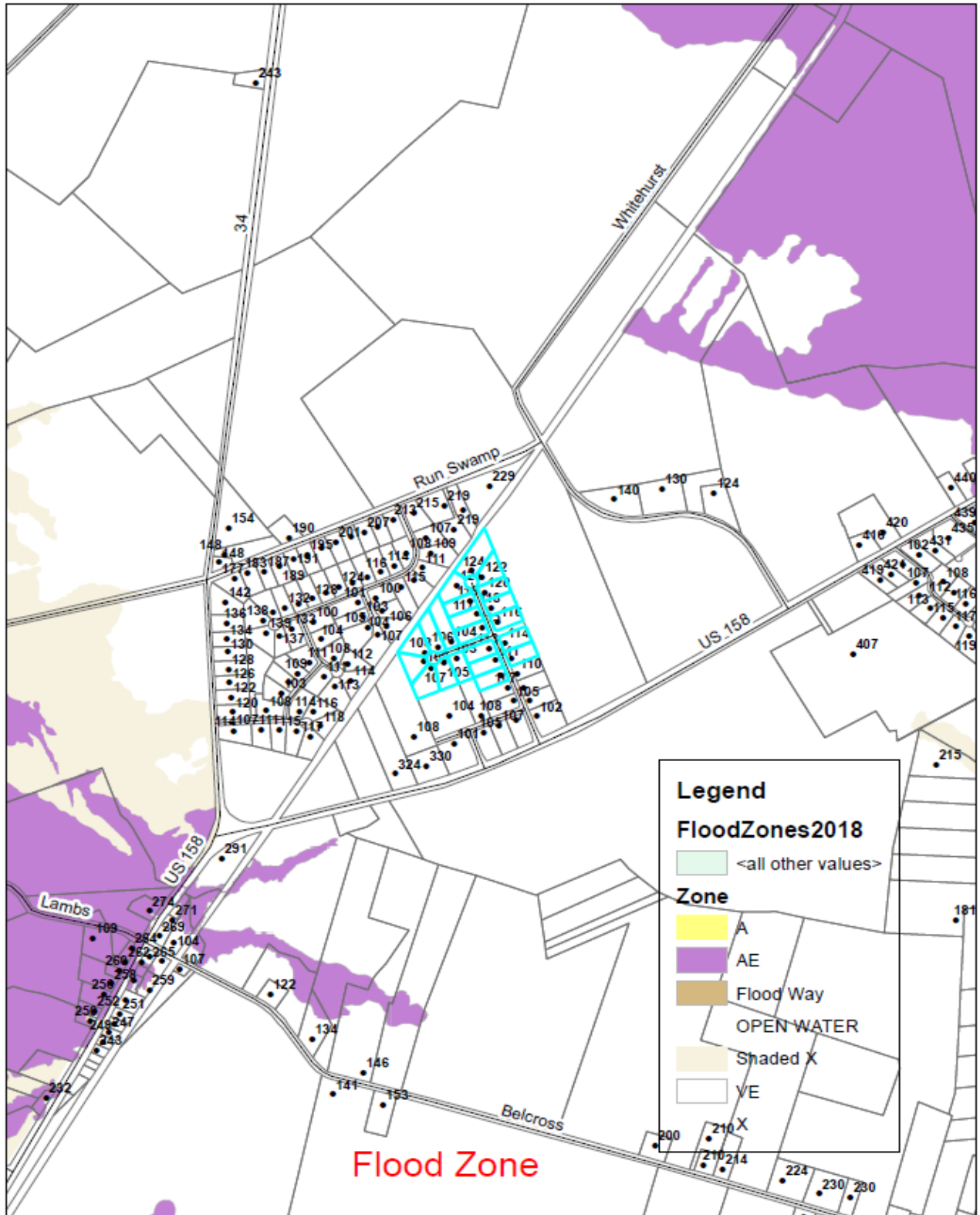
Attachment: Krainiak Rezoning Findings (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

Zoning Map:



Attachment: Krainiak Rezoning Findings (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

Floodplain Map



Attachment: Krainiak Rezoning Findings (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

INFRASTRUCTURE & COMMUNITY FACILITIES

Water	Waterlines exist within the development.
Sewer	Sewer lines located adjacent to property along U.S 158.
Fire District	South Camden.
Schools	Proposed zoning will have an impact on Schools.
Traffic	Traffic Impact Analysis required at development stage.

PLANS CONSISTENCY**CAMA Land Use Plan Policies & Objectives:**

Consistent Inconsistent

The CAMA Land Use Plan was adopted by the Camden County Board of Commissioners on **April 4, 2005**.

The proposed zoning change is inconsistent in that the Future Land Use Maps has property identified as Industrial.

2035 Comprehensive Plan

Consistent Inconsistent

The proposed zoning change is inconsistent and consistent with Comprehensive Plan (Adopted 2012).

Inconsistent as Future Land Use Map shows the property designated as Mixed Use Employment which based on the description (see Attachment A) prohibits residential development.

Consistent in that based on the Vision Statement new development will be focused within targeted core areas, the Camden Village Core Action Strategies promotes the 158 corridor for new mixed use and higher density development, and Priority Action item 5 promotes updating UDO based on key amendments listed. **UDO update approved on February 4, 2019.** (see Attachment B).

PLANS CONSISTENCY – cont.**Comprehensive Transportation Plan**

Consistent Inconsistent

Other Plans officially adopted by the Board of Commissioners: N/A

FINDINGS REGARDING ADDITIONAL REQUIREMENTS:

Yes No

Will the proposed zoning change enhance the public health, safety or welfare?

Reasoning: The proposed zoning change will enhance the public health, safety, or welfare as it will allow for higher density residential uses to support commercial uses nearby, with the availability of water and sewer. Sewer runs along U.S. 158.

Yes No

Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification?

Reasoning: The range of uses in the new Village Residential zoning district allows for limited commercial along with a higher density residential development where water and sewer are available. Attached is letter from Camden Water & Sewer stating that water and sewer is available.

The 2035 Comprehensive Plan overall strategy is to focus commercial growth in and around the village centers and higher density residential thus maintaining the rural character of the lands away from the villages.

For proposals to re-zone to non-residential districts along major arterial roads:

Yes No

Is this an expansion of an adjacent zoning district of the same classification? New Zoning Classification

Reasoning:

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

Reasoning:

Attachment: Krainiak Rezoning Findings (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

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

Yes No

Reasoning: In staffs opinion, the uses in the requested zoning classification will not cause serious noise, odors, light, activity, or unusual disturbances.

Does the request impact any CAMA Areas of Environmental Concern?

Yes No

Reasoning: Property is outside any CAMA Areas of Environmental Concern.

Does the county need more land in the zoning class requested?

Yes No

Reasoning: This is a new zoning classification to allow for higher development in locations in and around village centers.

Is there other land in the county that would be more appropriate for the proposed uses?

Yes No

Reasoning: Based on the Village Residential (VR) Purpose Statement listed in the UDO, this and other areas are appropriate for the proposed uses.

Attachment: Krainiak Rezoning Findings (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

Yes No **Will not exceed the county’s ability to provide public facilities:**

The proposed zoning uses will have an impact on all public facilities, how much and what facilities will be determined at the development of the property.

Schools –

Fire and Rescue –

Law Enforcement –

Parks & Recreation –

Traffic Circulation or Parking –

Other County Facilities –

Yes No **Is This A Small Scale “Spot” Rezoning Request Requiring Evaluation Of Community Benefits?**

If Yes (regarding small scale spot rezoning) – Applicants Reasoning:

	Personal Benefits/Impact	Community Benefits/Impact
With rezoning		
Without rezoning		

STAFF COMMENTARY:

Planning Staff makes the following recommendations for either approval or denial:

Consistency Statement:

- The proposed zoning change is inconsistent with the **2005** CAMA Land Use Plan in that the CAMA Future Land Use Maps has property identified as Industrial; also
- The proposed zoning change is inconsistent and consistent with Comprehensive Plan (Adopted 2012);

Inconsistent as Future Land Use Map shows the property designated as Mixed Use Employment which based on the description (see Attachment A) prohibits residential development.

Consistent as based on the Vision Statement new development will be focused within targeted core areas and the Camden Village Core Area Action Strategies promotes the 158 corridor for new mixed use and higher density development. Property located within the 1 mile buffer of Core Village where county encouraging higher density housing mix.

Application:

Motion for approval: Recommend approval of proposed rezoning application (UDO 2019-10-24) to rezone properties from Highway Commercial (HC) to Village Residential as rezoning request is consistent with the Comprehensive Plan (Adopted 2012) as based on the Vision Statement new development will be focused within targeted core areas and the Camden Village Core Area Action Strategies promotes the U.S. 158 corridor for new mixed use and higher density development. Property located within the 1 mile buffer of Core Village where county encouraging higher density housing mix.

Motion for denial: Recommend denial of Rezoning Application (UDO 2019-10-24) to rezone property from Highway Commercial (HC) to Village Residential (VR) as rezoning request is inconsistent with the CAMA Land Use Plan in that the CAMA Future Land Use Maps has property identified as Industrial.

If recommendation is for approval need the following motion:

Motion to amend Comprehensive Plan Future Land Use Map for the 24 acres from Mixed-Use Employment to Village Mixed Use.

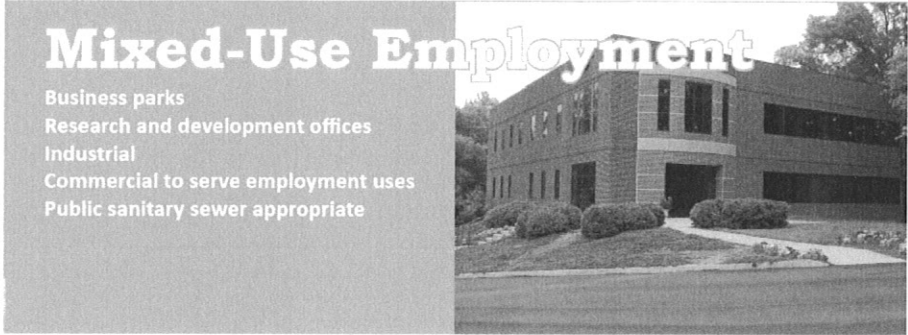
At their November 20, 2019 meeting, the Planning Board after discussion with staff and applicant made the following motions:

1. Motion made to approve Consistency Statement as follows:
 - The proposed zoning change is inconsistent with the **2005** CAMA Land Use Plan in that the CAMA Future Land Use Maps has property identified as Industrial; also
 - The proposed zoning change is inconsistent and consistent with Comprehensive Plan (Adopted 2012);

Inconsistent as Future Land Use Map shows the property designated as Mixed Use Employment which based on the description (see Attachment A) prohibits residential development.

Consistent as based on the Vision Statement new development will be focused within targeted core areas and the Camden Village Core Area Action Strategies promotes the 158 corridor for new mixed use and higher density development. Property located within the 1 mile buffer of Core Village where county encouraging higher density housing mix.

2. Motion made to recommend approval of proposed rezoning application (UDO 2019-10-24) to rezone properties from Highway Commercial (HC) to Village Residential as rezoning request is consistent with the Comprehensive Plan (Adopted 2012) as based on the Vision Statement new development will be focused within targeted core areas and the Camden Village Core Area Action Strategies promotes the U.S. 158 corridor for new mixed use and higher density development. Property located within the 1 mile buffer of Core Village where county encouraging higher density housing mix.
3. Motion made Motion to amend Comprehensive Plan Future Land Use Map for the 24 acres from Mixed-Use Employment to Village Mixed Use.



Description

Mixed-use employment areas are located primarily along the US 17 corridor north of South Mills core village area, including the new Eco-Industrial Park near the Virginia border, and the area including Camden Business Park and surrounding areas on US 158 in Courthouse/Camden township.

Intent

These areas include a wide range of business, light industrial, office, research and development, and related ancillary uses, such as restaurants and small-scale retail and convenience shopping. They generally take on the appearance of an office development, yet with warehousing capabilities. Mixed-Use Employment centers may take the form of a "campus" in the integration and coordination of uses and quality and character of the development. These areas are prime locations with good access to major road networks and should be reserved for high-return employment generating uses such as office buildings or light manufacturing or warehousing operations. Heavy or light industrial uses are appropriate zoning designations for this development.

Policies

- ❖ The extension of public utilities within mixed-use employment areas is appropriate.
- ❖ As feasible, mixed-use employment areas should be designed in a master planned fashion that consolidates driveway access from major roadways, provides shared parking for establishments, and provides safe pedestrian access between parking areas and employment uses.
- ❖ To the extent possible, developments should maintain a wooded corridor along major roadways to maintain the rural aesthetic of the county.
- ❖ Off-premise signage height should be limited to reflect the rural character and provide easy orientation to employment destinations.
- ❖ Stormwater management best practices should be used when designing developments to minimize flows and maintain water quality. Detention ponds and swales should be designed to be aesthetically pleasing, and to serve as landscaped features and/or public water features.



Appropriate Specific Uses

- ❖ Business parks / research and development offices
- ❖ Light industrial
- ❖ Heavy industrial
- ❖ Employment and locally serving retail establishments, such as convenience restaurants



PART 2: PLAN SUMMARY

COMMUNITY VISION

Camden County stands at a pivotal point in the county's history. Opportunities lie ahead and the county is preparing to become a successful rural community of the 21st century -- a county with new energy and a new vision.



This new vision is encapsulated in the county's community vision statement. It describes the kind of community that residents, business owners, and leaders want Camden County to be in the future. It describes the hopes and aspirations for the community and provides a concise description of what Camden County will strive to be by the year 2035. The vision statement was developed from community input generated at the Envision Camden County Public Workshop.

* Vision Statement

Camden County will realize its goal to be a community with **"new energy and a new vision"** by embracing and **capitalizing on its assets** – abundant natural resources, a unique rural setting, and a high quality workforce and educational system. Emphasis will be placed on providing a **good quality of life for residents** in a manner that is **fiscally efficient** and that **preserves rural community assets**.

* New development will be focused within **targeted core areas** to breathe new life into established county villages and to efficiently use existing and planned infrastructure and public resources. **New housing choices** will be made available to serve families, young professionals, and retirees. **Rural areas will maintain prominence** in the county, and will continue to serve agricultural and forestry production and low density residential development.

New employment development will broaden the county's tax base and will be developed within strategic locations to **maximize use of public infrastructure**. Commercial and employment development will provide new goods and services and **valuable employment opportunities** to established residents. New industries will be low impact and will be designed to **protect critical natural resources**. The county will offer opportunities for residents and visitors to explore the natural wonder of Camden County by providing **new hospitality and recreational amenities**.



Action Strategy #8: Develop Design Guidelines for South Mills Village Development

Consider development of Village Style Design Guidelines for South Mills to provide guidance to developers on the characteristics that the county would like to see in new developments. Topics to be addressed could include street network and block formation, recommendations for public spaces, how new developments are sited within the existing development context, building height, and preferred land uses. These guidelines would not regulate new development but would instead assist developers with understanding preferred design features for new development.

**** Camden Village Core Action Strategies***

The Camden Core Village Area will be redeveloped to serve as the commercial and governmental “heart” of the community. The US 158 Corridor will be the focus for new mixed use, higher density development, and a public gathering space. The following action strategies work to achieve this vision for Camden:

Action Strategy #1: Pursue Development of a Master Plan for the US 158 Corridor

This plan should identify particular areas for development, and preferred densities and development models that are appropriate with existing site conditions, existing and planned infrastructure, access to road network, environmental conditions, and development interests. The plan should address both the current 158 corridor and the preferred 158 Alternative being planned by NC DOTs as part of its Strategic Highway Corridor initiative.

Action Strategy #2: Establish a Plan to Provide Needed Public Sewer Service on US 158

The county should work with the South Camden Water and Sewer District to develop a formal plan for providing sanitary sewer service to properties along US 158, particularly in targeted development areas as denoted on the Future Land Use map.

Action Strategy #3: Promote Targeted Commercial Development per the Future Land Use Plan

Promote the development of new commercial and office establishments on US 158 through focused economic development efforts.

Shiloh Village Core Action Strategies

The Shiloh Core Village Area will continue to be developed as the southern crossroads community in Camden. It will continue to serve as a rural hub for small scale commercial development to serve neighboring residences. Development should continue to be developed at a scale that does not require public wastewater service.



of improvement. CIPs do not designate funding for county operational expenses; that is handled through the county budget. Camden County's CIP is updated annually. To formalize implementation of this plan, the 2013 CIP should identify new infrastructure priorities from those discussed in this plan and incorporate those priorities in the CIP. These infrastructure investments include:

- ✧ South Mills streetscape improvements
- ✧ Boating access and infrastructure improvements for Gateways to the Wild (#1, #2, #3)

Entity Responsible for Initiating Action:

Camden County Board of County Commissioners



PRIORITY #5: DEVELOP ACTION PLAN FOR UPDATING UDO

The Camden County Unified Development Ordinance (UDO) sets out the development regulations that proposed developments must comply with. This UDO contains zoning districts and related development standards that are applicable to properties throughout the county. These districts and standards can be refined to better achieve the future land use set out in this plan and guide development to occur at a scale and intensity that is appropriate for a village context. Key amendments to be made include:

- ✧ ✧ Developing higher density and mixed use zoning classifications for application in the core village areas of Camden and South Mills
- ✧ Developing a Rural Roadway Corridor overlay that would protect rural scenic views along the county's main roads
- ✧ Evaluating potential impacts on Dismal Swamp State Park from proximate development and modifying development regulations necessary to protect the park from noise, glare/lighting, and other impacts
- ✧ Development incentives for higher intensity, mixed-use developments in core village areas
- ✧ Evaluate UDO to ensure that recreational outfitters are permitted by-right
- ✧ Standards for bicycle and pedestrian facilities in new developments
- ✧ Updating open space provisions to include in-lieu fee for projects occurring outside of targeted development areas
- ✧ Voluntary Agricultural Districts
- ✧ Conservation Subdivisions a requirement in General Use zoning district



Zoning Map Amendment Application

OFFICIAL USE ONLY:

UDO Number: 2019-10-24
Date Filed: 10/15/19
Amount Paid: \$1800.00
Received By: CP

Contact Information

Pd. CLKH 34759

APPLICANT		PROPERTY OWNER	
Name:	<u>Robert A. Krainiak</u>	Name:	<u>RKrain, LLC</u>
Address:	<u>105 Havenwood Dr</u> <u>Camden, NC 27921</u>	Address:	<u>105 Havenwood Dr</u> <u>Camden, NC 27921</u>
Telephone:	<u>252-599-7185</u>	Telephone:	<u>252-599-7185</u>
Fax:	<u></u>	Fax:	<u></u>
Email:	<u>krainiak@embarqmail.com</u>	Email:	<u>krainiak@embarqmail.com</u>
LEGAL RELATIONSHIP OF APPLICANT TO PROPERTY OWNER:		<u>Managing Member/Registered Agent</u>	

Property Information

Physical Street Address: Lots 9 Thru 28 of Camden Business Park and a portion of LOT 29

Location: Tark Drive, Courthouse Township

Parcel ID Number(s): Multiple - Camden Business Park

Total Parcel(s) Acreage: Approx. ~~24~~ 25 Ac

Existing Land Use of Property: Vacant

Request

Current Zoning of Property: HC – Highway Commercial

Proposed Zoning District: VR – Village Residential

Total Acreage for Rezoning: 24 Ac Are you rezoning the entire parcel(s): Yes No

Metes and Bounds Description Provided: Yes No

Community Meeting, if applicable: Date Held: 10/21/19; Location: CAMDEN LIBRARY

I, the undersigned, do certify that all of the information presented in this application is accurate to the best of my knowledge, information, and belief. Further, I hereby authorize county officials to enter my property for purposes of determining zoning compliance. All information submitted and required as part of this application process shall become public record.

[Signature]
Property Owner(s)/Applicant

10/11/19
Date

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

Attachment: Supporting documents (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

Zoning Change Application Questions

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

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

The proposed re-zoning will allow for single family homes to be constructed on existing vacant unused land. The construction of the homes will provide opportunities for existing families in the community to upgrade to newer construction. These new homes will add consumers to the courthouse area population, which will help attract future businesses. New homes will add additional tax base and consumer dollars to the existing county economy.

(B) Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification?

VR zoning district permitted uses are centered on residential usage. The current zoning of highway commercial, while appropriate for the lands adjacent to US158, are not likely to see development extend more than 600 to 1000' off the roadway. The property requested to be zoned VR is located approximately 1400' off the right-of-way of US 158. This property has been zoned HC and has been available for development for more than 10 years. There has been no interest in the development of this property as commercial. We believe this is an ideal location for VR type zoning that will support the HC usage of the US 158 frontage property.

(C) For proposals to re-zone to non-residential districts along major arterial roads:

(1) Is this an expansion of an adjacent zoning district of the same classification?

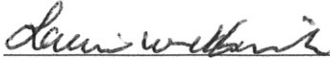
(2) What extraordinary showing of public need or demand is met by this application?

Camden County, NC
Planning Department

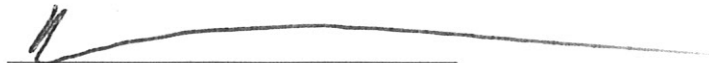
RE: Rezoning Lot10, 112 Tark Drive and Lot 9, 114 Tark Drive , Camden ,NC

Date 10/09/2019

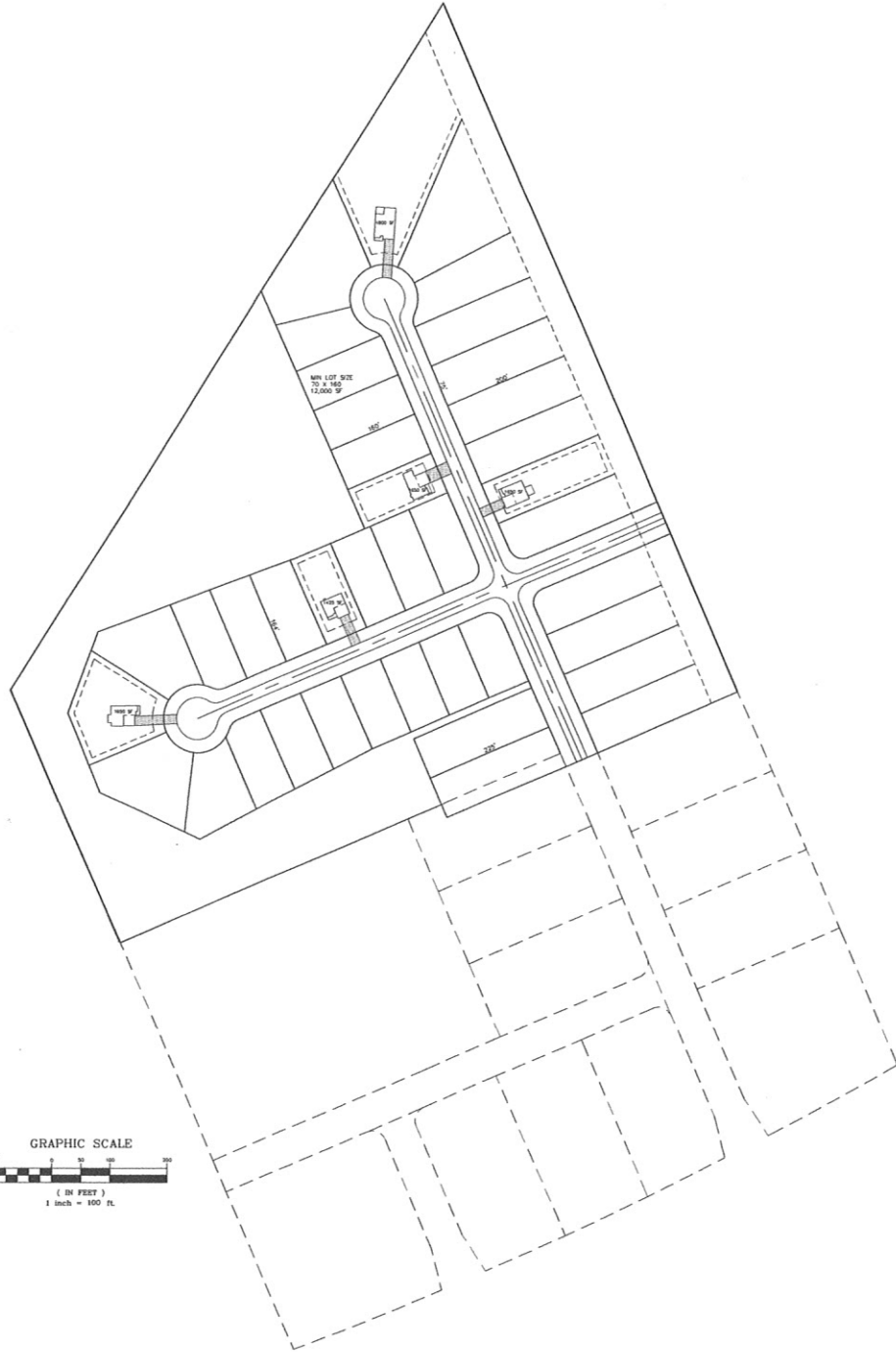
We hereby authorize Robert A Krainiak to act as our agent in the rezoning from a Highway Commercial to Village Residential for the above mentioned lots.



Laurie W Krainiak



Peter Randolph Krainiak



Camden County Public Works
Water & Sewer Department
330 US Hwy 158 East
Camden, NC 27921

Re: Camden Business Park

Attn: David Credle

Mr. Credle

I am in the process of re zoning the back lots of the business park from Highway Commercial to Village residential. At this time I would need 39 water taps and 39 sewer taps. See attached preliminary show lots we are requesting this for use.

If you have any questions, please contact me at 252-599-7185

Sincerely,



Robert A Krainiak
RKRAIN LLC

Date: 10/9/2019

BOARD OF COMMISSIONERS

G. TOM WHITE
Chairman

CLAYTON D. RIGGS
Vice Chairman

GARRY W. MEIGGS
RANDY KRAINIAK
ROSS B. MUNRO



**CAMDEN
COUNTY**
NORTH CAROLINA • USA
Boundless Opportunities.

KENNETH BOWMAN
County Manager

KAREN M. DAVIS
Clerk to the Board

JOHN S. MORRISON
County Attorney

10/15/19

Robert A. Krainiak
RKRAIN LLC.

Re: Camden Business Park

Mr. Krainiak,
South Camden Water & Sewer has water and sewer capacity to serve the proposed 39 lots in the Camden Business Park. Please feel free to call if you have any questions.

Sincerely,

David Credle
Public Works Manager
Camden County

**Camden County, North Carolina
Principal Use Table, District Comparison**

Use Class / Main Category / Category	"P"=Permitted, "S"=Special Use Permit, Blank=Prohibited		HC	VR
Agricultural				
AGRICULTURE/HORTICULTURE				
<i>All Agriculture/ Horticulture Uses</i>	P			
ANIMAL HUSBANDRY				
<i>Animal Husbandry Uses (excluding stockyards and slaughterhouses)</i>				
<i>Stockyard/Slaughterhouse</i>				
AGRICULTURAL SUPPORT				
<i>Agricultural Research Facility</i>	P			
<i>Agri-Education/ Agri-Entertainment</i>	S			
<i>Distribution Hub for Agriculture Products</i>	P			
<i>Equestrian Facility</i>	S			
<i>Farm Machinery Sales, Rental, or Service</i>	S			
<i>Farmers Market</i>	P			
<i>Roadside Market</i>	P			
Residential				
HOUSEHOLD LIVING USES				
<i>Bungalow Court</i>				P
<i>Duplex</i>				P
<i>Live/Work Dwelling</i>				P
<i>Manufactured Home</i>				
<i>Manufactured Home or Mobile Home Park</i>				
<i>Mobile Home</i>				
<i>Multi-Family</i>	S			
<i>Pocket Neighborhood</i>				P
<i>Quadraplex</i>	P			
<i>Single-Family Attached</i>	S			S
<i>Single-Family Detached</i>				P
<i>Triplex</i>	P			
<i>Upper Story Residential</i>	P			
GROUP LIVING				
<i>Dormitory</i>	S			
<i>Family Care Home</i>				P
<i>Group Home</i>	S			
<i>Rooming House</i>	S			

Attachment: Supporting documents (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

**Camden County, North Carolina
Principal Use Table, District Comparison**

Use Class / Main Category / Category	"P"=Permitted, "S"=Special Use Permit, Blank=Prohibited		HC	VR
Institutional				
COMMUNITY SERVICES				
<i>Community Center</i>	P		P	S
<i>Cultural Facility</i>	S		S	S
<i>Library</i>	P			
<i>Museum</i>	P			
<i>Senior Center</i>	P		P	P
<i>Youth Club Facility</i>	P		P	S
DAY CARE				
<i>Adult Day Care Center</i>	P		P	S
<i>Child Care Center</i>	P		P	P
EDUCATIONAL FACILITIES				
<i>Major</i>	S			
<i>Moderate</i>	P		P	S
<i>Minor</i>	P		P	P
GOVERNMENT FACILITIES				
<i>Government Office</i>	P			
<i>Government Maintenance, Storage, or Distribution Facility</i>	P			
HEALTH CARE FACILITIES				
<i>Drug or Alcohol Treatment Facility</i>	S			
<i>Hospital</i>	S			
<i>Medical Treatment Facility</i>	P		P	S
INSTITUTIONS				
<i>Assisted Living Facility</i>	S		S	S
<i>Club or Lodge</i>	P		P	S
<i>Halfway House</i>	S			
<i>Nursing Home</i>	S			
<i>Psychiatric Treatment Facility</i>	S			
<i>Religious Institution</i>	P		P	S
PARKS AND OPEN AREAS				
<i>Cemetery</i>	S		S	S
<i>Community Garden</i>				P
<i>Park, Public or Private</i>	P		P	P

Attachment: Supporting documents (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

**Camden County, North Carolina
Principal Use Table, District Comparison**

Use Class / Main Category / Category	"P"=Permitted, "S"=Special Use Permit, Blank=Prohibited		HC	VR
PUBLIC SAFETY				
<i>Police, Fire, or EMS Facility</i>	P		S	
<i>Correctional Facility</i>				
<i>Security Training Facility</i>				
TRANSPORTATION				
<i>Airport</i>				
<i>Helicopter Landing Facility</i>	S			
<i>Passenger Terminal, Surface Transportation</i>	S			
UTILITIES				
<i>Utility, Major</i>	P		S	
<i>Utility, Minor</i>	P		P	
Commercial				
ADULT AND SEXUALLY-ORIENTED BUSINESSES				
<i>All Adult and Sexually-Oriented Businesses</i>				
ANIMAL CARE				
<i>Major</i>	P			
<i>Minor</i>	P			
EATING ESTABLISHMENTS				
<i>Restaurant, Major</i>	P			
<i>Restaurant, Minor</i>	P			
<i>Bar, Nightclub, or Dance Hall</i>	S			
OFFICES				
<i>Major</i>			S	
<i>Minor</i>	P			
PARKING, COMMERCIAL				
<i>All</i>	P			
PERSONAL SERVICES				
<i>Major</i>	P			
<i>Minor</i>	P			
RECREATION/ENTERTAINMENT, INDOOR				
<i>Major</i>	P			
<i>Minor</i>	P			

Attachment: Supporting documents (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

**Camden County, North Carolina
Principal Use Table, District Comparison**

Use Class / Main Category / Category	"P"=Permitted, "S"=Special Use Permit, Blank=Prohibited		HC	VR
RECREATION/ENTERTAINMENT, OUTDOOR				
<i>Major</i>			S	
<i>Minor</i>			P	
<i>Firing Range</i>				
<i>Water-Related Uses</i>				
RETAIL SALES				
<i>Flea Market</i>			S	
<i>Grocery Store</i>			P	
<i>Major</i>			P	
<i>Minor</i>			P	
STORAGE, COMMERCIAL				
<i>Major</i>			P	
<i>Minor</i>			P	
TELECOMMUNICATIONS				
<i>Antenna Collocation (on a Building)</i>			P	P
<i>Antenna Collocation (on a Tower)</i>			P	P
<i>Small Wireless Facility</i>			P	P
<i>Telecommunications Tower, Freestanding</i>			S	
<i>Telecommunications Tower, Stealth</i>			P	P
VEHICLE ESTABLISHMENT				
<i>Major</i>			P	
<i>Minor</i>			P	
VISITOR ACCOMMODATIONS				
<i>Bed and Breakfast</i>				S
<i>Campground</i>			S	
<i>Hotel or Motel</i>			S	
Industrial				
EXTRACTIVE INDUSTRY				
<i>All</i>				
INDUSTRIAL SERVICES				
<i>Contractor Service</i>			P	
<i>Crabshedding</i>				
<i>Fuel Oil or Bottled Gas Distributor</i>				
<i>General Industrial Service and Repair</i>			S	
<i>Heavy Equipment Sales, Rental, or Service</i>			P	
<i>Research and Development</i>			P	

Attachment: Supporting documents (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

**Camden County, North Carolina
Principal Use Table, District Comparison**

Use Class / Main Category / Category	"P"=Permitted, "S"=Special Use Permit, Blank=Prohibited		HC	VR
MANUFACTURING AND PRODUCTION				
<i>Manufacturing, Heavy</i>				
<i>Manufacturing, Light</i>			P	
POWER GENERATION				
<i>Solar Array</i>			S	S
<i>Wind Energy Conversion Facility</i>			S	
WAREHOUSE AND FREIGHT MOVEMENT				
<i>All</i>			P	
WASTE-RELATED SERVICES				
<i>Incinerator</i>				
<i>Land Application of Sludge/Septage</i>				
<i>Landfill</i>				
<i>Public Convenience Center or Transfer Station</i>			P	
<i>Recycling Center</i>			P	
<i>Salvage or Junkyard</i>				
<i>Waste Composting Facility</i>				
WHOLESALE SALES				
<i>Major</i>			P	
<i>Minor</i>			P	

Attachment: Supporting documents (2575 : Set Public Hearing - Ordinance 2019-12-01 Rezoning Application)

10/22/19 – MINUTES FROM PUBLIC HEARING

On October 21, 2019 a public hearing for re-zoning of 24.5 acres of property owned by Robert Krainiak in Camden Business Park was held at the Camden County Library at 6 PM. The requested re-zoning is to change from HC – Highway Commercial to VR – Village Residential.

Besides the applicant and staff, there were 7 people in attendance.

Attendees:

Travis Freeman
111 Woodland Way
Camden, NC 27921

Sally & Jay Aydlett
1716 Bay Drive
Kill Devil Hills, NC 27948

Nathan Lilly
130 Sand Hills Road
Camden, NC 27921

Ida Scott
223 Run Swamp Road
Camden, NC 27921

Sally & Tom Sawyer
219 Run Swamp Road
Camden, NC 27921

The meeting commenced at 6 PM.

Mr. Dave Parks introduced the proposed rezoning and introduced Sean Robey as the engineer for the applicant. Mr. Robey explained the nature of the re-zoning request and touched on the following points:

- Mr. Robey provided a plan layout of the proposed project.
- The request involved rezoning 20 lots in the existing HC subdivision from HC to VR.
- The purpose for the request was to re-purposed commercially zoned lots to residential lots.
- The reason for the re-purpose is because there is no market nor interest by anyone in acquiring the commercial lots for development.
- The new layout as proposed would reflect 38 single family residential lots of village residential district with a minimum lot size of 12,000 sf and an average lot size of 16,500 sf.
- The expected house size would be 1450 sf to 1800 sf.
- The new lots would be on county sewer and county water.
- The new layout would follow the existing roads and waterline already constructed.
- Acknowledgement from Camden County was received for providing sewer service for 39 lots.

MINUTES FROM PUBLIC HEARING
ROBERT KRAINIAK REZONING
October 22, 2019
Page 2

Mrs. Aydlett asked several questions about zoning in general and the permitted uses within the VR district. Mr. Parks provided a permitted use list to Mrs. Aydlett.

Mr. Freeman indicated that he was not opposed to single family residential usage, but was against multi-family or apartments.

Mr. Freeman & Mr. Lilly discussed home owners associations and their experience with them. Questions were asked about who would maintain the open space in this subdivision. Mr. Robey stated that it would ultimately be turned over to an HOA. Mr. Parks stated that there are now conditions in the UDO that help guarantee HOA successes.

Ordinance No. 2019-12-01

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

Article I: Purpose

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

Article II. Amendment to Zoning Map

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

The properties currently shown in the Camden County Tax Assessor's Office as PIN's 02-8945-00-09-6923, 02-8946-00-00-4274, 02-8945-00-09-4898, 02-8946-00-00-3266, 02-8945-00-09-3830, 02-8946-00-00-2144, 02-8945-00-09-9853, 02-8945-00-09-2926, 02-8945-00-09-8967, 02-8946-00-10-2095, 02-8946-00-00-8019, 02-8946-00-10-1220, 02-8946-00-00-7149, 02-8946-00-10-0450, 02-8946-00-00-6481, 02-8946-00-10-05334, 02-89446-00-00-65342 are hereby re-zoned from Highway Commercial (HC) to Village Residential.

Article III. Penalty

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

sent a final notice of violation in accordance with Article 151.568 and did not take an appeal to the Board of Adjustment within the prescribed time.

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

Article IV. Severability

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

Article V. Effective Date

This Ordinance is effective upon adoption.

Adopted by the Board of Commissioners for the County of Camden this day of , 2019.

County of Camden

Tom White, Chairman
Camden County Board of Commissioners

ATTEST:

Karen Davis
Clerk to the Board

(SEAL)



CAMDEN COUNTY

NORTH CAROLINA • USA

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Board Appointments

Item Number: 13.A

Meeting Date: December 02, 2019

Submitted By: Tim White, Parks & Recreation Director
Senior Center
Prepared by: Karen Davis

Item Title **Senior Advisory Board**

Attachments:

Summary:

It is the request of staff that Sandra Duckwall be reappointed to the Senior Advisory Board for an additional term.

Recommendation:

Approve.



CAMDEN COUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 14.A
Meeting Date: December 02, 2019
Submitted By: Karen Davis, Clerk to the Board
Administration
Prepared by: Karen Davis
Item Title **BOC Meeting Minutes - November 4, 2019**
Attachments: bocminutes_110419 (DOCX)

**Camden County Board of Commissioners
November 4, 2019
Closed Session – 6:00 PM
Regular Meeting – 7:00 PM
Historic Courtroom
Camden, North Carolina**

MINUTES

The regular meeting of the Camden County Board of Commissioners was held on November 4, 2019 in the Historic Courtroom, Camden, North Carolina.

CALL TO ORDER

The meeting was called to order by Chairman Tom White at 6:00 PM. Also Present: Vice Chairman Clayton Riggs, Commissioners Randy Krainiak and Ross Munro. Commissioner Garry Meiggs arrived at 6:07 PM.

CLOSED SESSION

Motion to go into Closed Session to discuss personnel.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Clayton Riggs, Vice Chairman
AYES:	White, Krainiak, Riggs, Munro
ABSENT:	Meiggs

Motion to come out of Closed Session.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Clayton Riggs, Vice Chairman
AYES:	White, Krainiak, Meiggs, Riggs, Munro

The Board came out of Closed Session at 6:25 PM and was recessed by the Chairman until 7:00 PM.

At 7:00 PM Chairman White reconvened the Board of Commissioners for its regular meeting and welcomed everyone in attendance.

INVOCATION & PLEDGE OF ALLEGIANCE

Commissioner Ross Munro gave the invocation and the Board led in the Pledge of Allegiance.

ITEM 1. PUBLIC COMMENTS

None.

ITEM 2. CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

ITEM 3. CONSIDERATION OF THE AGENDA

Amendment to the Agenda – Add County Manager Salary/Leave to New Business as Item 5.D.

Motion to approve the agenda with the amendment.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Garry Meiggs, Commissioner
AYES:	White, Krainiak, Meiggs, Riggs, Munro

South Camden Water & Sewer District Board of Directors

Chairman White recessed the meeting of the Board of Commissioners and called to order the South Camden Water & Sewer District Board of Directors Meeting.

Public Comments – None

Consideration of the Agenda

Motion to approve the agenda as presented.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Clayton Riggs, Vice Chairman
AYES:	White, Krainiak, Meiggs, Riggs, Munro

New Business

A. Monthly Report – David Credle

*South Camden Water & Sewer Board
Monthly Work Order Statistics Report
Period: September 2019*

	Submitted Work Orders	Completed Work Orders	Percentage Completed	Status of Uncompleted Work Orders
Water/Distribution	80	80	100%	0
Sewer/Collection	2	2	100%	0

Locates:

- Water Line: 131
- Sewer Line: 20
- Water & Sewer, same ticket: 4
- Hydrant flow test: 0

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

Water treated at the water treatment plant in September: 9,742,220 gallons

Daily average water usage for September: 324,741 gallons

Current treatment capacity at the water treatment plant: 720,000 gallons per day.

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

SOUTH CAMDEN WATER & SEWER BOARD									
MONTHLY WATER STATISTICS REPORT									
Date	Work Orders Submitted	Percentage Complete	Uncompleted	Water/Distribution	Sewer/Collection	Water Locates	Sewer Locates	Water/Sewer Locate	Hydrant Flow Test
2018									
Sept	86	100%	0%	84	2	109	34	13	0
Oct	71	100%	0%	68	3	75	17	13	12
Nov	77	100%	0%	76	1	124	7	48	7
Dec	121	100%	0%	120	1	134	6	12	7
2019									
Jan	99	100%	0%	99	0	125	4	15	0
Feb	63	100%	0%	63	0	180	11	1	9
March	104	100%	0%	103	1	153	8	4	27
April	106	100%	0%	104	2	99	10	44	13
May	87	100%	0%	85	2	126	8	12	11
June	75	100%	0%	75	0	58	9	6	9
July	112	100%	0%	109	3	63	5	0	57
August	104	100%	0%	102	2	131	21	1	27
Sept	82	100%	0%	80	2	131	20	4	0

Mr. Credle also included the following in his report:

- Average usage of SMWA for October was 73,000 gallons/day.
- October 27, 2019 – Pumps were changed at the Courthouse sewer pump station and wastewater flow was redirected to the new wastewater treatment facility.

Motion to approve the monthly report as presented.

RESULT: PASSED [UNANIMOUS]
MOVER: Ross Munro, Commissioner
AYES: White, Krainiak, Meiggs, Riggs, Munro

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

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

RESULT: PASSED [UNANIMOUS]
MOVER: Clayton Riggs, Vice Chairman
AYES: White, Krainiak, Meiggs, Riggs, Munro

Chairman White reconvened the meeting of the board of Commissioners.

ITEM 4. PUBLIC HEARINGS

- A. Ordinance 2019-10-01 Rezoning Application

Motion to open the Public Hearing for Ordinance 2019-10-01 Rezoning Application.

RESULT: PASSED [UNANIMOUS]
MOVER: Clayton Riggs, Vice Chairman
AYES: White, Krainiak, Meiggs, Riggs, Munro

Planning Director Dan Porter presented the rezoning application Staff Report and Findings.

STAFF REPORT

**UDO 2019-09-01
Zoning Map Amendment**

PROJECT INFORMATION

File Reference: UDO 2019-09-01
Project Name: N/A
PIN: 01-8907-00-43-8620/
 01-8907-00-65-3412
Applicant: Waverly Sawyer
Address: 117 Havenwood Dr.
 Camden, NC
Phone: (252) 202-2882
Email:
Agent for Applicant:
Address:
Phone:
Email:
Current Owner of Record: Applicant
Meeting Dates:
 9/16/2019
 9/18/2019

Application Received: 9/4/2019
By: Dave Parks, Permit Officer
Application Fee paid: \$650.00 Check #7219
Completeness of Application: Application is generally complete
Documents received upon filing of application or otherwise included:
 A. Rezoning Application
 B. Deed
 C. GIS Aerial, Current zoning, Comprehensive Plan Future Land Use, CAMA Future Land Use and Suitability map, and Floodplain Maps
 D. Zoning Comparison WL and HC

Neighborhood Planning Board

REQUEST: Rezone approximately 10 acres of farm and one acre of land where the office of Sawyer & Associates exists) at and adjacent to 872 N. 343 from Working Lands (WL) to Highway Commercial (HC).

From: Working Lands (WL) Article 151.3.5.2 (Purpose Statement)

The Working Lands (WL) district is established to accommodate agriculture, agriculturally-related uses, and limited forms residential development at very low densities in rural portions of the County. The district is primarily intended to preserve and protect bona fide farms and resource lands for current or future agricultural use as well as to protect the rural character of the area. One of the primary tools for

character protection is the requirement to configure residential subdivisions of more than five lots as conservation subdivisions. The conservation subdivision approach seeks to minimize the visibility of new residential development from adjacent roadways through proper placement and screening, and allows farmers to capture a portion of the land's development potential while continuing to farm. Conservation subdivisions allow a portion of a tract or site to be developed with single-family detached homes while the balance of the site is left as conservation or agricultural land. The district also accommodates a wide range of agricultural and agricultural-related uses like "agri-tourism" as well as service and support uses to the rural community, including day care, educational uses, public safety facilities, parks, and utility features.

To: Highway Commercial (HC) Mixed Use - Article 151.3.5.6 (Purpose Statement)

The Highway Commercial district is applied to lots along the County's major roadways (e.g., US 158, US 17, NC 34, and NC 343) and is intended for automobile-oriented commercial development as well as large floorplate commercial uses and uses that require or generate truck traffic. The district also accommodates agricultural and institutional uses as well as higher density residential uses with a special use permit. New development in the HC district is grouped and configured to ensure regular lateral vehicular and pedestrian access along major transportation routes as a means of establishing a well-connected transportation system. New development is configured to maintain high visual quality along the major roadway, or is fully screened from view. Sufficient spacing and screening is included along lot lines shared with adjacent residential zoning districts to ensure compatibility. New commercial and multi-family developments in the district are subject to the design standards in Article 151.5: Development Standards.

SEE DATA

Lot size: One acre lot with existing business and 9 acres of an approximately 300 acre tract.
Flood Zone: X
Zoning District(s): Working Lands (WL)
Existing Land Uses: Existing Commercial Office building/farmland

Adjacent Zoning & Uses:

	North	South	East	West
Zoning	Working Lands (WL), Neighborhood Residential (NR)	Working Lands (WL)	Working Lands (WL)	Working Lands (WL)
Use & size	Church/Housing	Farmland	Farmland	Housing/farmland

Proposed Use(s): Commercial.

Description/History of property: There is an existing Legal Non-conforming commercial office use on the one acre lot (Office of Sawyer and Associates) with the other 9 acres adjacent to it being in farm use.

The existing office use has been in place for an estimated 20 years. Mr. Sawyer desires to use or lease the office to a tenant for use as a retail establishment which is not a permissible use with the existing zoning.

ENVIRONMENTAL ASSESSMENT

Streams, Creeks, Major Ditches:
Distance & description of nearest outfall: It appears the property drains to the south along Highway 343 to a culvert under Highway 343 which flows west out to the Pasquotank River. Property located in the Watershed that address impervious surfaces and water quality.

INFRASTRUCTURE & COMMUNITY FACILITIES

Water: South Mills water lines are located adjacent to property along North 343.
Sewer: Lines are adjacent but currently not in use.
Fire District: South Mills Fire District.
Schools: N/A.
Traffic: Generation of traffic will be at development stage.

PLANS CONSISTENCY

CAMA Land Use Plan Policies & Objectives:

Consistent Inconsistent

The CAMA Land Use Plan was adopted by the Camden County Board of Commissioners on April 4, 2005.

The proposed zoning change is inconsistent in that the Future Land Use Maps has property identified as **Low Density Residential**.

The proposed zoning change is consistent with policies P.22 and P.23 for commercial/industrial as Policies 22 and 23 state "Camden County supports industrial development along major thoroughfares and that are accessible to water/sewer."

2035 Comprehensive Plan

Consistent Inconsistent

The proposed zoning change is inconsistent with Comprehensive Plan (Adopted 2012) **Future Land Use Map as it shows the property designated as Rural Preservation**.

PLANS CONSISTENCY - cont.

Comprehensive Transportation Plan
 Consistent Inconsistent
 Property abuts Highway 343.
Other Plans officially adopted by the Board of Commissioners
 N/A
FINDINGS REGARDING ADDITIONAL REQUIREMENTS:
 Yes No **Will the proposed zoning change enhance the public health, safety or welfare?**
Reasoning: If the 10 acre property were to be developed as a commercial center it could result in increased jobs and taxes for the county.
 Yes No **Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification?**
Reasoning: The range of uses in existing classification are more appropriate at this time.
 The 2035 Comprehensive Plan overall strategy is to focus commercial growth in and around the village centers and maintain the rural character of the lands away from the villages.
 Yes No **For proposals to re-zone to non-residential districts along major arterial roads:**
 Is this an expansion of an adjacent zoning district of the same classification?
 Yes No
Reasoning:
 What extraordinary showing of public need or demand is met by this application? None at this time due to the location of property.
Reasoning:

Will the request, as proposed cause serious noise, odors, light, activity, or unusual disturbances?
 Yes No **Reasoning:** There are uses permitted in the Highway Commercial zoning that could cause noise, odors, light, activity or increased traffic.
Does the request impact any CAMA Areas of Environmental Concern?
 Yes No **Reasoning:** Property is outside any CAMA Areas of Environmental Concern.
Does the county need more land in the zoning class requested?
 Yes No **Reasoning:** In the appropriate location in and around village centers.
Is there other land in the county that would be more appropriate for the proposed uses?
 Yes No **Reasoning:** Based on the location and surrounding uses the property is located too far out from where the county visions these types of uses at this time.

Yes No **Will not exceed the county's ability to provide public facilities:**
 The proposed zoning uses will have an impact on all public facilities, how much and what facilities will be determined at the development of the property.
 Schools –
 Fire and Rescue –
 Law Enforcement –
 Parks & Recreation –
 Traffic Circulation or Parking –
 Other County Facilities –
 Yes No **Is This A Small Scale "Spot" Rezoning Request Requiring Evaluation Of Community Benefits?**
IF Yes (regarding small scale spot rezoning) – Applicants Reasoning:

	Personal Benefits/Impact	Community Benefits/Impact
With rezoning		
Without rezoning		

STAFF COMMENTARY:
 Planning Staff makes the following recommendations for either approval or denial:
Approval:
Consistency Statement:
 The proposed zoning change is consistent with policies P.22 and P.23 for commercial/industrial as Policies 22 and 23 state "Camden County supports industrial development along major thoroughfares and that are accessible to water/sewer. Sewer lines are adjacent to property, but are not active.
Application:
 Recommend approval of Rezoning Application (UDO 2019-09-01) for Waverly Sawyer to rezone parcels (10 acres total) from Working Lands (WL) to Highway Commercial (HC).
Denial:
Consistency Statement:
 The proposed zoning change is inconsistent with the CAMA Plan (adopted April 4, 2005 as Future Land Use Map has property identified as Low Density Residential and Comprehensive Plan Future Land Use Maps as map has property identified as Rural Preservation.
Application:
 Recommend denial of Rezoning Application (UDO 2019-09-01) for Waverly Sawyer to rezone parcels (10 acres total) from Working Lands (WL) to Highway Commercial (HC).
Recommendation: Staff would like to discuss with Planning Board at meeting.
At the September 18, 2019 Planning Board meeting after discussion with applicant and staff, the following recommended motions were made:
I. Consistency Statement:
 The proposed zoning change is consistent with policies P.22 and P.23 for commercial/industrial as Policies 22 and 23 state "Camden County supports industrial development along major thoroughfares and that are accessible to water/sewer. Sewer lines are adjacent to property, but are not active; and
 The proposed zoning change is inconsistent with the CAMA Plan (adopted April 4, 2005 as Future Land Use Map has property identified as Low Density Residential and Comprehensive Plan Future Land Use Maps as map has property identified as Rural Preservation.

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

Yes No **Will not exceed the county's ability to provide public facilities:**

The proposed zoning uses will have an impact on all public facilities, how much and what facilities will be determined at the development of the property.

Schools –
 Fire and Rescue –
 Law Enforcement –
 Parks & Recreation –
 Traffic Circulation or Parking –
 Other County Facilities –

Yes No **Is This A Small Scale "Spot" Rezoning Request Requiring Evaluation Of Community Benefits?**

IF Yes (regarding small scale spot rezoning) – Applicants Reasoning:

	Personal Benefits/Impact	Community Benefits/Impact
With rezoning		
Without rezoning		

STAFF COMMENTARY:

Planning Staff makes the following recommendations for either approval or denial:

Approval:

Consistency Statement:

The proposed zoning change is consistent with policies P.22 and P.23 for commercial/industrial as Policies 22 and 23 state "Camden County supports industrial development along major thoroughfares and that are accessible to water/sewer. Sewer lines are adjacent to property, but are not active.

Application:

Recommend approval of Rezoning Application (UDO 2019-09-01) for Waverly Sawyer to rezone parcels (10 acres total) from Working Lands (WL) to Highway Commercial (HC).

Denial:

Consistency Statement:

The proposed zoning change is inconsistent with the CAMA Plan (adopted April 4, 2005 as Future Land Use Map has property identified as Low Density Residential and Comprehensive Plan Future Land Use Maps as map has property identified as Rural Preservation.

Application:

Recommend denial of Rezoning Application (UDO 2019-09-01) for Waverly Sawyer to rezone parcels (10 acres total) from Working Lands (WL) to Highway Commercial (HC).

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The proposed zoning change is inconsistent with the CAMA Plan (adopted April 4, 2005 as Future Land Use Map has property identified as Low Density Residential and Comprehensive Plan Future Land Use Maps as map has property identified as Rural Preservation.

Motion passed on a 4-0 vote.
 2. Application for rezoning.

Motion made to approve the rezoning application to rezone 10 acres from Working Lands (WL) to Highway Commercial (HC) as it is consistent with policies 22 and 23 as listed in the Advance Core CAMA Land Use Plan Executive Summary.

Motion passed on a 4-0 vote.

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

Mr. Waverly Sawyer, the applicant, addressed the Board and stated that he has no intentions of adding any other commercial use to the property other than the building currently situated on the property.

There were no further comments from the public in support of, or opposition to, the rezoning request.

Motion to close the Public Hearing.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Clayton Riggs, Vice Chairman
AYES:	White, Krainiak, Meiggs, Riggs, Munro

Motion to add Ordinance 2019-10-01 Rezoning Application to New Business as Item 5.E.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Clayton Riggs, Vice Chairman
AYES:	White, Krainiak, Meiggs, Riggs, Munro

B. Ordinance 2019-08-02 UDO Amendments

Motion to open the Public Hearing for Ordinance 2019-08-02 UDO Amendments.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Garry Meiggs, Commissioner
AYES:	White, Krainiak, Meiggs, Riggs, Munro

Planning Director Dan Porter presented the following to the Board:

After six (6) months of operating with the new Unified Development Ordinance, staff has identified a few issues that need minor changes, clarification, or reconsideration. The attached ordinance is a compilation of excerpts from various chapters with the changes numbered and highlighted. Also attached is a brief explanation with reasons for recommended changes and a copy of zoning maps for each township.

At the September 18th and October 16th Planning Board meetings Staff and Planning Board reviewed and discussed each item and made a motion recommending approving of all the changes. It should be noted that there was considerable discussion on reasons numbers 5 and 11 regarding Manufactured Homes and Subdivisions along major arterial highways.

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

Reasons for UDO amendments

- Article 2.3.10 (Expedited Subdivisions) Para C.4.a.8** - To clarify and be consistent with General Statutes that allow expedited subdivisions without NCDOT roads
- Article 2.3.20 (Preliminary Plat) Para C.8 and F.1** - To specify that a construction permit is one of the steps required before beginning any ground disturbing work. This assures final review of the specific details of infrastructure improvements from all agencies.
- Article 3.5.3 – (Rural Residential (RR) District) Para N and Note 6** - This requirement applied across the board makes some existing lots unbuildable and for new lots it duplicates the farmland compatibility buffer of 50 ft..
- Article 3.5.4 – Suburban Residential (SR) District) Para N and Note 6** – Same reason as Note 3 above.
- Article 4.3.10 (Principal Use Table) Manufactured Home (Singlewide/Doublewide) –** Removes both from the Working Lands (WL) Districts. Decision based on the amount of Working Lands (WL) zoning that exists and which currently permits manufactured homes. The following is a breakdown of both the Neighborhood Residential (NR) and Working Lands (WL) zoning districts on the amount of lots available that would permit Manufactured Homes:
 Neighborhood Residential (2 AC or less lots)
 - Gross Total = 349
 - Within 1 mile buffer = 85
 - Outside of buffer = 264
 - # In Camden point = 125
 - Net total (gross total – 1 mile buffer – Camden point) = 139**
 Working Lands (5 AC or less lots)
 - Gross Total = 470
 - Within 1 mile buffer = 66
 - Outside of buffer = 404
 - # In Camden point = 168
 - Net total (gross total – 1 mile buffer – Camden point) = 236**
- Article 4.3.10 (Principal Use Table) Mobile Home** - This classifies any manufactured housing built before 1976 to be a mobile home and prohibits them in the county except if exiting occupied units.

- Article 4.3.10 (Principal Use Table) Educational Facilities** - Adds a specific type of use – private specialty classes – that is not included in the table of permitted uses.
- Article 4.4.2 (Residential Uses) Para D.1.o and Para E.1.h** - Prohibits manufactured housing within 1 mile of villages boundaries regardless of zoning district.
- Article 4.5.5 (Standards for Specific Accessory Uses) – Accessory Dwelling Units** – Planning Board member brought up the discussion on the size limits to the Planning Board and Staff. After discussion it was recommended that the percentage (40%) of floor area be deleted and that the size shall be a minimum of 300 sf to a maximum of 1200 sf of floor area.
- Article 5.14.11 (Sign Standards in Commercial Districts)** - Increases wall sign coverage to that which was recommended by staff and agreed to but not included in final vote on changes. (due to tunnel vision about pole signs)
- Article 6.1.5 (Access to Lots)** - As written the current language would not allow creation of any new lots with curb cuts along these roads.
- Article 10.3 (Definitions)** - Based on #11 above it is likely to result in short cul-de-sacs with minor subdivision. The presence of the cul-de-sacs would be a road extension and flip the project to the major subdivision definition and process. Also the change would allow and possibly encourage creation of less linear minor subdivisions on cul-de-sacs reducing curb cuts on any roads.

Mr. Porter also entered into record the following correspondence from Brad Lovin, Executive Director of the North Carolina Manufactured and Modular Homebuilders Association (NCMHA):

Dan Porter

From: Ken Bowman <kbowman@camdencountync.gov>
Sent: Friday, November 01, 2019 9:43 AM
To: Dan Porter
Cc: 'Dave Parks'
Subject: FW: [External] Camden County- Zoning Ordinance Amendment Public hearing

Importance: High

Dan,
 Please see the email below from Tom White, North Carolina Manufactured and Modular Homebuilders Association is requesting the BoC not adopt the proposed amendments to the Camden County Unified Development Ordinance that place restrictions on manufactured homes.

Ken Bowman
 County Manager
 PO Box 190
 380 East Highway 138
 Camden, NC 27921
 252-338-6363
 252-331-7831 Fax

From: Tom White [mailto:tomwhite@camdencountync.gov]
Sent: Friday, November 01, 2019 9:00 AM
To: kbowman@camdencountync.gov; mma@camdencountync.gov
Subject: Fwd: [External] Camden County- Zoning Ordinance Amendment Public hearing

Sent from my iPhone

Begin forwarded message:

From: brad@nc-mha.org
Date: October 31, 2019 at 12:12:07 PM EDT
To: tomwhite@camdencountync.gov; cities@camdencountync.gov; rmljgs@camdencountync.gov; kbowman@camdencountync.gov; mma@camdencountync.gov
Subject: [External] Camden County- Zoning Ordinance Amendment Public hearing

Dear Camden County Commissioners,
 By way of introduction, my name is Brad Lovin and I am the Executive Director of the North Carolina Manufactured and Modular Homebuilders Association (NCMHA). We are a state-wide trade association that represents the manufactured and modular homebuilding industry in NC. Our membership is about 1,500 companies and includes; manufacturers, retailers, developers, community owners, set-up contractors and service suppliers.

It has come to my attention that the Camden County Commissioners will be holding a public hearing on Monday night (Nov. 4th) to discuss amendments to the Camden County Unified

Development Ordinance. Furthermore, I understand some of the amendments will severely restrict the placement and availability of manufactured homes within the Camden County Zoning authority. We ask that you not adopt this zoning amendment(s) and find ways to include more manufactured homes with your zoning district.

Many families in Camden County live in manufactured homes either by choice or necessity. Manufactured homes provides an affordable housing option for families looking for the American dream of homeownership. At a time when affordable housing is at a crisis point, we would hope that Camden County would seek to make it easier not more difficult for affordable housing. In fact, the NC General Assembly recognizes the importance of manufactured housing and updated the NC General Statutes this past July to include the following language:

"The General Assembly finds that manufactured housing offers affordable housing opportunities for low- and moderate-income residents of this State who could not otherwise afford to own their own home. The General Assembly further finds that some local governments have adopted zoning regulations that severely restrict the placement of manufactured homes. It is the intent of the General Assembly in enacting this section that local governments reexamine their land-use practices to assure compliance with applicable statutes and case law and consider allocating more residential land area for manufactured homes based upon local housing needs. For purposes of this section, the term "manufactured home" is defined as provided in G.S. 143-145(7). A local government may not adopt or enforce zoning regulations or other provisions that have the effect of excluding manufactured homes from the entire zoning jurisdiction or that exclude manufactured homes based on the age of the home. A local government may adopt and enforce appearance and dimensional criteria for manufactured homes."

Again we are asking that you not place severe restrictions on manufactured homes and not adopt restrictive zoning ordinances that hurt families in Camden County looking to live in a manufactured home. As an alternative to adopting this ordinance, we would welcome the opportunity to work with your staff to come up with a less restrictive and more appropriate zoning ordinance for manufactured homes. We have many resources and model zoning ordinances from other counties in NC to use as a template.

I also ask that this correspondence be placed in the public hearing minutes for record keeping.

Thank you for your time and attention. Please do not hesitate to contact me if you have any question or need additional information.

Brad Lovin
 NCMHA
 (919) 872-2740
www.nc-mha.org

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Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

There were no further comments from the public in support of, or in opposition to, the proposed amendments to the Unified Development Ordinance.

Motion to close the Public Hearing.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Garry Meiggs, Commissioner
AYES:	White, Krainiak, Meiggs, Riggs, Munro

Motion to add Ordinance 2019-08-02 UDO Amendments to New Business as Item 5.F.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Clayton Riggs, Vice Chairman
AYES:	White, Krainiak, Meiggs, Riggs, Munro

ITEM 5. NEW BUSINESS

A. Monthly Tax Report – Lisa Anderson

<u>OUTSTANDING TAX DELINQUENCIES BY YEAR</u>		
<u>YEAR</u>	<u>REAL PROPERTY</u>	<u>PERSONAL PROPERTY</u>
2018	118,445.62	3,318.25
2017	38,586.98	3,394.83
2016	16,904.71	2,357.47
2015	11,214.35	1,034.77
2014	12,164.16	1,228.71
2013	8,264.13	4,851.16
2012	6,524.06	7,792.41
2011	4,769.87	6,437.32
2010	4,244.84	4,642.02
2009	3,978.27	4,513.59

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

TOTAL REAL PROPERTY TAX UNCOLLECTED	225,096.99
TOTAL PERSONAL PROPERTY UNCOLLECTED	39,570.53
TEN YEAR PERCENTAGE COLLECTION RATE	99.63%
COLLECTION FOR 2019 vs. 2018	7,885.69 vs. 10,078.25
<u>LAST 3 YEARS PERCENTAGE COLLECTION RATE</u>	
2018	98.38%
2017	99.41%
2016	99.71%

<u>EFFORTS AT COLLECTION IN THE LAST 30 DAYS</u>	
ENDING September <u>2019</u>	
<u>BY TAX ADMINISTRATOR</u>	
<u>34</u>	NUMBER DELINQUENCY NOTICES SENT
<u>11</u>	FOLLOWUP REQUESTS FOR PAYMENT SENT
<u>4</u>	NUMBER OF WAGE GARNISHMENTS ISSUED
<u>9</u>	NUMBER OF BANK GARNISHMENTS ISSUED
<u>12</u>	NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATOR TO DELINQUENT TAXPAYER
<u>0</u>	NUMBER OF PERSONAL VISITS CONDUCTED (COUNTY OFFICES)
<u>0</u>	PAYMENT AGREEMENTS PREPARED UNDER AUTHORITY OF TAX ADMINISTRATOR
<u>0</u>	NUMBER OF PAYMENT AGREEMENTS RECOMMENDED TO COUNTY ATTORNEY
<u>0</u>	NUMBER OF CASES TURNED OVER TO COUNTY ATTORNEY FOR COLLECTION (I.D. AND STATUS)
<u>0</u>	REQUEST FOR EXECUTION FILES WITH CLERK OF COURTS
<u>1</u>	NUMBER OF JUDGMENTS FILED

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

30 Largest Unpaid – Real

Table with 7 columns: Roll, Parcel Number, Unpaid Amount, YrsDlq, Taxpayer Name, City, Property Address. Lists 30 largest unpaid real estate taxes.

30 Oldest Unpaid – Real

Table with 7 columns: Roll, Parcel Number, YrsDlq, Unpaid Amount, Taxpayer Name, City, Property Address. Lists 30 oldest unpaid real estate taxes.

30 Largest Unpaid – Personal

Table with 7 columns: Roll, Parcel Number, Unpaid Amount, YrsDlq, Taxpayer Name, City, Property Address. Lists 30 largest unpaid personal taxes.

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

30 Oldest Unpaid – Personal

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
P	0001709	10	2,252.98	JOHN MATTHEW CARTER	CAMDEN	158 HWY
P	0001538	10	751.18	JEFFREY EDWIN DAVIS	ELIZABETH CITY	CAMDEN CAUSEWAY
P	0001046	10	712.40	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0000738	10	680.34	LESLIE ETHERIDGE JR	CAMDEN	
P	0001072	10	587.82	PAM BUNDY	SHILOH	105 AARON DR
P	0001693	10	261.90	ALLIANCE NISSAN	CAMDEN	158 HWY W
P	0001106	10	248.38	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0001673	10	177.05	THOMAS PHILLIP WINSLOW	CAMDEN	158 HWY W
P	0000248	10	128.38	ROBERT H. OWENS	CAMDEN	A STREET
P	0000316	10	115.56	JAMES P. JONES	CAMDEN	142 SANDHILLS RD
P	0001827	9	483.28	KAREN BUNDY	CAMDEN	431 158 US W
P	0001722	8	140.55	JANET LEARY	SOUTH MILLS	LINTON ROAD
P	0001639	8	123.29	CAREY FARMS, INCORPORATED	SOUTH MILLS	202 SHARON CHURCH
P	0001230	7	411.11	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0001681	7	366.10	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001694	7	288.99	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0001952	7	238.91	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0000772	6	288.86	COSBY BAKER	SOUTH MILLS	114 BINGHAM RD
P	0002194	4	431.34	DAVID LEE HALL JR	SHILOH	849 SANDY HOOK RD S
P	0001638	4	259.82	ERIC JASON WOODARD	SOUTH MILLS	612 MAIN LOT 12
P	0000905	4	232.45	KEVIN & STACY ANDERSON	SHILOH	111 AARON DR
P	0000295	3	412.03	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0000466	3	314.96	LAMBS OF CAMDEN	CAMDEN	152 HWY 158 W
P	0000846	3	294.16	TOAN TRINH	SHILOH	229 SAILBOAT RD
P	0000385	3	121.17	MARK SANDERS OVERMAN	SHAWBORO	116 GARRINGTON ISLAND
P	0002921	3	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	122 DOCK LANDING LOOP
P	0000770	3	108.00	MARSHA GAIL BOGUES	CAMDEN	276 BELCROSS RD
P	0002079	3	106.35	OCTAVIS BANKS III	SOUTH MILLS	262 OLD SWAMP RD
P	0001104	2	469.71	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0000297	2	349.77	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN

Motion to approve the tax report as presented.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Ross Munro, Commissioner
AYES:	White, Krainiak, Meiggs, Riggs, Munro

B. Step & Grade Salary Scale

County Manager Ken Bowman presented the Step & Grade Salary Scale to the Board of Commissioners.

The Step & Grade Salary Scale is proposed as a result of a Classification and Compensation study that was performed by Springsted Incorporated in 2008. The recommendations from this study were never fully implemented which has resulted in a situation called Pay Compression. This often happens when current employee pay raises don't keep up with increases in the market pay rate-resulting in a situation in which new hires are hired in at levels similar to employees who have been with the organization for many years.

The periodic review, which comes with completion of a comprehensive classification and compensation update, enables an organization to account for changes in use of technology, changes in work processes, tools and equipment, and other factors that can affect job responsibilities. In today's fast-paced world of technological change, this is especially important as almost every governmental process is affected by advancements in technology and, as this occurs, employees' skills, knowledge, and abilities, as well as their proficiency in the use of required tools and equipment, changes. Changes in job requirements, such as addition of new programs or assumption of duties for a vacated position, sometimes results in a new pay grade assignment. In order to properly maintain the compensation system, an ongoing process is needed to review job responsibilities and job class assignment to pay grades to ensure jobs are properly compensated. As the County continues to experience growth and change, it will also be important to offer competitive salaries to attract the best staff possible to serve the citizens of Camden County.

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	22,093	22,645	23,211	23,792	24,387	24,996	25,621	26,262	26,918	27,591
2	23,860	24,457	25,068	25,695	26,337	26,996	27,671	28,363	29,072	29,798
3	25,769	26,414	27,074	27,751	28,444	29,156	29,884	30,632	31,397	32,182
4	27,831	28,527	29,240	29,971	30,720	31,488	32,275	33,082	33,909	34,757
5	30,057	30,809	31,579	32,368	33,178	34,007	34,857	35,729	36,622	37,537
6	32,462	33,273	34,105	34,958	35,832	36,728	37,646	38,587	39,552	40,540
7	35,059	35,935	36,834	37,755	38,698	39,666	40,657	41,674	42,716	43,784
8	37,864	38,810	39,780	40,775	41,794	42,839	43,910	45,008	46,133	47,286
9	40,893	41,915	42,963	44,037	45,138	46,266	47,423	48,608	49,824	51,069
10	44,164	45,268	46,400	47,560	48,749	49,968	51,217	52,497	53,810	55,155
11	47,697	48,890	50,112	51,365	52,649	53,965	55,314	56,697	58,114	59,567
12	51,513	52,801	54,121	55,474	56,861	58,282	59,739	61,233	62,763	64,333
13	55,634	57,025	58,450	59,912	61,409	62,945	64,518	66,131	67,785	69,479
14	60,085	61,587	63,126	64,705	66,322	67,980	69,680	71,422	73,207	75,037
15	64,891	66,514	68,177	69,881	71,628	73,419	75,254	77,136	79,064	81,040
16	70,083	71,835	73,631	75,471	77,358	79,292	81,274	83,306	85,389	87,524
17	75,689	77,582	79,521	81,509	83,547	85,636	87,776	89,971	92,220	94,526
18	81,744	83,788	85,883	88,030	90,231	92,486	94,799	97,169	99,598	102,088
19	88,284	90,491	92,753	95,072	97,449	99,885	102,382	104,942	107,566	110,255
20	95,347	97,730	100,174	102,678	105,245	107,876	110,573	113,337	116,171	119,075

Steps = 2.5%
Grades = 8%

Exclusions: Any employee hired in a capacity that is not Full Time or Permanent Part-time

Progression through Steps
1-4 = 1 year
5-7 = 2 years
8-10 = 3 years

Merit Increases
1= Bonus = Money
2= Step in Grade

OR

Line Item in Budget - Certain Dollar Amount
Certain Percentage of the Budgeted Bonus allowed

Upon Department Head recommendation and Manager approval a step increase annually.

Motion to approve the Step & Grade Salary Scale as presented to go into effect January 1, 2020.

RESULT: PASSED [UNANIMOUS]
MOVER: Garry Meiggs, Commissioner
AYES: White, Krainiak, Meiggs, Riggs, Munro

C. Finance Officer Appointment – Ken Bowman

A number of highly qualified applicants were interviewed to fill the Finance Officer vacancy. Stephanie Jackson, currently the Interim Finance Officer, was recommended by the interview panel for appointment.

Motion to appoint Stephanie Jackson as Finance Officer effective November 4, 2019 with a salary of \$65,922.

RESULT: PASSED [UNANIMOUS]
MOVER: Clayton Riggs, Vice Chairman
AYES: White, Krainiak, Meiggs, Riggs, Munro

D. County Manager Salary / Leave

Chairman White stated that a review of the County Manager’s performance evaluation had been discussed during Closed Session. As a result of that discussion, the agenda was amended to allow for the addition of this item for consideration by the Board.

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

Motion to accept and approve the annual evaluation of the County Manager with a 7 percent salary increase and 80 additional hours of vacation leave, effective January 1, 2010 and to amend the current contract accordingly.

RESULT: PASSED [UNANIMOUS]
MOVER: Garry Meiggs, Commissioner
AYES: White, Krainiak, Meiggs, Riggs, Munro

E. Ordinance 2019-10-01 Rezoning Application

Commissioner Garry Meiggs requested to be recused from consideration of this matter due to family ties to the applicant. He stated that he in no way has any financial or ownership interests, or otherwise, relating to the property being considered in the application.

Motion to allow Commissioner Meiggs to be recused from consideration of Ordinance 2019-10-01 Rezoning Application.

RESULT: PASSED [4-0]
MOVER: Clayton Riggs, Vice Chairman
AYES: White, Krainiak, Riggs, Munro

Commissioner Meiggs did not participate in any discussion or consideration of this matter.

Motion that the proposed zoning change is consistent with the CAMA Land Use Plans Executive Summary policies P.22 and P.23 for commercial/industrial as Policies P.22 and P.23 state Camden County supports industrial development along major thoroughfares and that are accessible to water/sewer.

RESULT: PASSED [4-0]
MOVER: Clayton Riggs, Vice Chairman
AYES: White, Krainiak, Riggs, Munro
RECUSED: Meiggs

Motion to approve Ordinance 2019-10-01 to rezone properties from Working Lands (WL) to Highway Commercial (HC) as zoning change is consistent with policies P.22 and P.23 of the CAMA Plan as Camden County supports industrial development along major thoroughfares that are accessible to water/sewer.

RESULT: PASSED [4-0]
MOVER: Ross Munro, Commissioner
AYES: White, Krainiak, Riggs, Munro
RECUSED: Meiggs

Motion to amend the Future Land Use Maps of the Comprehensive Plan and CAMA Land Use Plan.

RESULT: PASSED [4-0]
MOVER: Randy Krainiak, Commissioner
AYES: White, Krainiak, Riggs, Munro
RECUSED: Meiggs

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

Ordinance No. 2019-10-01

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

Article I: Purpose

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

Article II. Amendment to Zoning Map

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

The properties currently shown in the Camden County Tax Assessor's Office as PIN 01-8907-00-43-8620 and 9 acres of road frontage out of PIN 01-890700-65-3412 are hereby re-zoned from Working Lands (WL) to Highway Commercial (HC).

Article III. Penalty

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

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

Article IV. Severability

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

Article V. Effective Date


This Ordinance is effective upon adoption.

Adopted by the Board of Commissioners for the County of Camden this 4th day of November, 2019.

County of Camden
Tom White
Tom White, Chairman
Camden County Board of Commissioners

ATTEST:

Karen M. Davis
Karen M. Davis
Clerk to the Board of Commissioners



F. Ordinance 2019-08-02

Motion to approve the UDO Amendments as recommended by Planning Board and Staff.

RESULT: PASSED [UNANIMOUS]
MOVER: Clayton Riggs, Vice Chairman
AYES: White, Krainiak, Meiggs, Riggs, Munro

Ordinance No. 2019-08-02

**An Ordinance
Amending the Camden County
Unified Development Ordinance
Camden County, North Carolina**

BE IT ORDAINED BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS as follows:

Article I: Purpose

The purpose of this Ordinance is to amend the Camden County Unified Development Ordinance of Camden County, North Carolina, which was originally adopted by the County Commissioners on December 15, 1997 and subsequently revised on February 4, 2019.

Article II. Construction

For purposes of this Ordinance, underlined words (underline) shall be considered as additions to existing Ordinance language and strikethrough words (~~strikethrough~~) shall be considered deletions to existing language. New language of proposed ordinance shall be shown in *italics (italics)* and underlined.

Article III. Amend Chapter 151 as amended of the Unified Development which shall read as follows:

CHAPTER 151: UNIFIED DEVELOPMENT

2.3.10 EXPEDITED SUBDIVISION

C. Expedited Subdivision Procedure

4. Review Standards

- An expedited subdivision shall be approved if the application complies with the following:
 - The expedited subdivision plat is on a sheet or sheets suitable for recording with the Camden County Register of Deeds;
 - The expedited subdivision plat is prepared and sealed by a licensed professional land surveyor or licensed professional engineer;
 - The expedited subdivision plat complies with all applicable standards in this Ordinance and Section 47-30 of the North Carolina General Statutes;
 - The expedited subdivision plat includes all required certifications;

- The applicant has secured all required State and federal permit approvals;
- All lots have been certified by Albemarle Regional Health Services (ARHS) as capable of accommodating the wastewater generated from the proposed use, in cases when the lot(s) is not served by a centralized wastewater system;
- All lots in the expedited subdivision comply with the applicable dimensional requirements for the zoning district where located;
- The lot is served by a NCDOT-maintained roadway, or a right-of-way constructed to and maintained in accordance with NCDOT standards, *or a minimum 45' easement*; and
- No land included in an expedited subdivision application shall have been the subject of an expedited subdivision application approval within the preceding ten years.

2.3.20 PRELIMINARY PLAT

A. Purpose and Intent

- The purpose for the preliminary plat procedure is to establish a fair, consistent, and predictable procedure for the review of requests to divide land into a series of lots for development or sale in ways that promote the health, safety, and welfare of the citizens of Camden County. The intent of these standards is to ensure:
 - Orderly growth and development;
 - Coordination of transportation and utility networks;
 - Coordination between capital improvement expenditures and the location of development;
 - Preservation of open space for purposes of recreation or natural resource protection;
 - Protection from flooding, damaging sedimentation, and decreased surface water quality; and
 - Distribution of population in ways that supports infrastructure investment and diminishes the impact of traffic and overcrowding.

B. Applicability

Divisions of land that do not qualify as an exempt subdivision (see Section 2.3.9, Exempt Subdivision), expedited subdivision (see Section 2.3.10, Expedited Subdivision), minor subdivision (see Section 2.3.18, Minor Subdivision), or transfer plat (see Section 2.3.24, Transfer Plat) shall be reviewed and decided as a preliminary plat in accordance with these standards. Figure 2.3.20.B: Preliminary Plat, shows a typical hypothetical preliminary plat.

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

C. Preliminary Plat Review Procedure

1. Pre-Application Conference

- a. Applicable (see Section 2.2.7, Pre-Application Conference).
- b. Except for subdivisions where all lots shall be served by a central wastewater system, applications for a preliminary plat shall include an evaluation from Albemarle Regional Health Services indicating that an on-site wastewater system may be used on each lot included in the subdivision.

2. Neighborhood Meeting

- a. Applicable (see Section 2.2.3, Neighborhood Meeting).

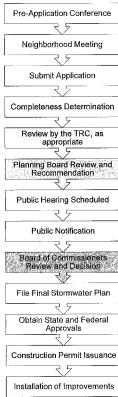
3. Application Submittal

- a. Applicable (see Section 2.2.4, Application Submittal).
- b. A preliminary plat shall be prepared by a licensed professional surveyor, registered professional landscape architect, or licensed professional engineer.
- c. A preliminary plat application shall include either a conceptual or final stormwater management plan prepared in accordance with the standards in Section 7.1, Stormwater Management.
- d. Concurrent submittal of a preliminary plat application and a final plat application is prohibited except in cases where there are no extensions of public right-of-way or public utilities.
- e. In cases where a preliminary plat is part of a larger phased development, the application materials shall illustrate all various stages and phases of the development as well as the schedule for completion of public and private improvements associated with the development.

4. Staff Review and Action

- a. Applicable (see Section 2.2.5, Staff Review and Action).
- b. The UDO Administrator shall review the application and may submit it to the Technical Review Committee, as appropriate, for further technical review.
- c. The UDO Administrator shall prepare a staff report and the UDO Administrator shall prepare a staff report and provide a recommendation in accordance with Section 2.3.20.D, Preliminary Plat Review Standards.

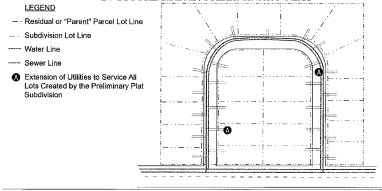
FIGURE 2.3.20.C: PRELIMINARY PLAT PROCEDURE



5. Review by Planning Board

- a. Applicable (see Section 2.2.8, Review by Planning Board, and Section 2.2.7, Public Meetings and Hearings).
- b. The Planning Board, following review during a public meeting, shall make a recommendation on an application in accordance with Section 2.3.20.D, Preliminary Plat Review Standards.

D. FIGURE 2.3.20.B: PRELIMINARY PLAT



6. Public Notice

- a. Applicable (see Section 2.2.6, Public Notice).

7. Review and Decision by Board of Commissioners

- a. Applicable (see Section 2.2.5, Action by Review Authority).
- b. The Board of Commissioners, after the conclusion of a legislative public hearing, shall review and decide the application in accordance with Section 2.3.20.D, Preliminary Plat Review Standards. The decision shall be the one of the following:
 1. Approval of the preliminary plat as proposed;
 2. Approval of a revised preliminary plat; or
 3. Denial of the preliminary plat.

8. Approval to Proceed

- a. Following approval of a preliminary plat by the Board of Commissioners, approval of the final stormwater plan, and issuance of all required state and federal approvals, the applicant may proceed with an application for a fill permit *Construction Permit*, to undertake land disturbing activities, or for a building permit *to install public utilities in cases where no fill permit is required*. Final plats shall be reviewed and decided by the UDO Administrator in accordance with Section 2.3.12, Final Plat.

D. Preliminary Plat Review Standards

1. An application for a preliminary plat shall be approved, provided:
 - a. The preliminary plat is prepared and sealed by a licensed professional land surveyor, registered professional landscape architect, or licensed professional engineer;
 - b. The preliminary plat complies with the applicable standards in Section 47-30 of the North Carolina General Statutes;
 - c. The preliminary plat includes all required certifications;
 - d. All lots have been certified by Albemarle Regional Health Services as capable of accommodating the wastewater generated from the proposed use, in cases when the lot(s) is not served by a centralized wastewater system;
 - e. The preliminary plat is in substantial conformance with all applicable requirements in ARTICLE 15L6, Subdivision Requirements;
 - f. The preliminary plat complies with all standards and conditions of any applicable permits and development approvals;
 - g. All lots shall be served by a NCDOT-maintained roadway or a right-of-way constructed to and maintained in accordance with NCDOT standards;
 - h. The name of the subdivision shall not duplicate or be similar to the name of an existing subdivision in Camden County or Pasquotank County;
 - i. In cases where land subject to a preliminary plat is located within an AEC, approved preliminary plats shall bear a certification from the NC Division of Coastal Management certifying compliance with all AEC requirements; and
 - j. The preliminary plat complies with all other applicable requirements in this Ordinance and the County Code of Ordinances.
2. Preliminary plats of land located within the special flood hazard area shall comply with the standards in Section 3.8.3, Special Flood Hazard Area Overlay (SFHA), and include the following statement:

"Use of land within a floodplain or a special flood hazard area is substantially restricted by Camden County."
3. If the preliminary plat is required to provide a connection to a public water supply system, the plat shall include the following statement:

"The developer is required to install all water lines and related improvements."

E. Conditions of Approval

- a. Applicable (see Section 2.2.10, Conditions of Approval).

F. Effect

1. Approval of a preliminary plat authorizes an applicant to file for all required State and federal permits as well as submittal of final stormwater plans, construction drawings, a fill permit *Construction Permit*, and/or a final plat.
2. Approval of a preliminary plat shall not constitute the approval for recording a subdivision with the Camden County Register of Deeds, or approval for the conveyance of lots.

G. Amendment

- a. Applicable (see Section 2.2.16, Amendment).

H. Expiration

1. Generally
 - a. An approved preliminary plat shall be valid for two years from the date of approval.
2. Extension
 - a. An applicant may request an extension of a preliminary plat approval in writing to the UDO Administrator at least 30 days prior to expiration.
 - b. Extension requests shall be reviewed and decided by the Board of Commissioners.
 - c. A preliminary plat may be extended once for a maximum duration of one year.

I. Appeal

1. Appeal of a decision on a preliminary plat shall be subject to review by the District Superior Court by proceedings in the nature of certiorari and in accordance with Section 160A-393 of the North Carolina General Statutes.
2. Petitions for review must be filed with the Clerk of Court within 30 days of the date the decision is filed in the office of the appropriate review authority and delivered by personal delivery, electronic mail, or first-class mail to the applicant, landowner, and to any person who has submitted a written request for a copy, prior to the date the decision becomes effective.

Article 3.5.3 – Rural Residential (RR) District

RURAL RESIDENTIAL (RR) DISTRICT

RR Rural Residential

Purpose Statement
 The Rural Residential (RR) district is established to accommodate low density residential neighborhoods and supporting uses on lots near bones fide farms and agricultural areas in the rural portion of the County. The district is intended to accommodate residential development in ways that will not interfere with agricultural activity or negatively impact the rural character of the County. One of the primary goals for character protection is the requirement to configure residential subdivisions of more than five lots as conservation subdivisions. The conservation subdivision approach seeks to minimize the visibility of new residential development from adjacent roadways through proper placement and screening. The district accommodates several differing agricultural uses and single-family detached homes. It also allows supporting uses like educational facilities, parks, public safety facilities, and utilities. District regulations discourage uses that interfere with the development of residential dwellings or that are detrimental to the rural nature of the district.

Dimensional Requirements

#	STANDARD TYPE	REQUIREMENTS FOR TRADITIONAL DEVELOPMENT	REQUIREMENTS FOR CONSERVATION SUBDIVISIONS [1]
A	Minimum Development Size (acres)	N/A	10
B	Maximum Residential Density (units/acre)	0.5	1
C	Minimum Lot Area (acres)	2	1
D	Minimum Lot Width (feet) [2]	125	60
E	Maximum Lot Coverage (% of lot area) [3]	24	72
F	Minimum Open Space (% of development size) [4]	None	50
G	Minimum Front Setback (feet)	50	20
H	Minimum Corner Side Setback (feet)	50	20
I	Minimum Interior Side Setback (feet)	25	10
J	Minimum Rear Setback (feet)	25	15
K	Minimum Distance Between Buildings, Front-to-Back (feet) [5]	20	10
L	Minimum Distance Between Buildings, Side-to-Side (feet) [5]	15	5
M	Minimum Accessory Building Setback (feet)	10	3

N	Minimum Setback from Agricultural Activity (feet) [6]	60	60
O	Maximum Building Height (feet)	35 [7]	35

NOTES:
 [1] Residential developments of five or more lots shall be configured as a conservation subdivision in accordance with the standards in Section 6.5, Conservation Subdivision.
 [2] Lots on a cul-de-sac street shall maintain a minimum frontage of 35 feet and shall maintain 80 percent of the required minimum lot width at a point located 50 feet from the street right-of-way edge.
 [3] The maximum lot coverage may be increased with approval from NCDDEQ and compliance with all applicable stormwater management requirements.
 [4] Applied to residential subdivisions and nonresidential developments.
 [5] Applied in cases where there are two or more principal buildings on the same lot.
 [6] Setback is applied from the perimeter of agricultural activity occurring on the same or an adjacent lot.
 [7] Maximum building height may be increased to 50 feet for agricultural or agricultural-related uses.

3.5.4 – Suburban Residential

SUBURBAN RESIDENTIAL (SR) DISTRICT

SR Suburban Residential

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

Dimensional Requirements

#	STANDARD TYPE	REQUIREMENTS FOR TRADITIONAL DEVELOPMENT	REQUIREMENTS FOR CONSERVATION SUBDIVISIONS
A	Minimum Development Size (acres)	N/A	10
B	Maximum Residential Density (units/acre)	1	2
C	Minimum Lot Area (acres)	1	0.5
D	Minimum Lot Width (feet) [2]	125	60
E	Maximum Lot Coverage (% of lot area) [3]	24	72
F	Minimum Open Space (% of development size) [4]	None	50
G	Minimum Front Setback (feet)	25	20
H	Minimum Corner Side Setback (feet)	25	20
I	Minimum Interior Side Setback (feet)	10	10
J	Minimum Rear Setback (feet)	10	10
K	Minimum Distance Between Buildings, Front-to-Back (feet) [5]	15	10
L	Minimum Distance Between Buildings, Side-to-Side (feet) [5]	10	5
M	Minimum Accessory Building Setback (feet)	10	3

N	Minimum Setback from Agricultural Activity (feet) [6]	60	60
O	Maximum Building Height (feet)	35	35

NOTES:
 [1] Residential developments of five or more lots may be configured as a conservation subdivision in accordance with the standards in Section 6.5, Conservation Subdivision.
 [2] Lots on a cul-de-sac street shall maintain a minimum frontage of 35 feet and shall maintain 80 percent of the required minimum lot width at a point located 50 feet from the street right-of-way edge.
 [3] The maximum lot coverage may be increased with approval from NCDDEQ and compliance with all applicable stormwater management requirements.
 [4] Applied to residential subdivisions and nonresidential developments.
 [5] Applied in cases where there are two or more principal buildings on the same lot.
 [6] Setback is applied from the perimeter of agricultural activity occurring on the same or an adjacent lot.

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

4.3.10 PRINCIPAL USE TABLE

TABLE 4.3.10: PRINCIPAL USE TABLE

USE CATEGORY Use Type Description	PERMITTED											ADDITIONAL STANDARD §104.5f		
	CP	VL	RS	RS*	MS	MS*	CC	CC*	MC	MC*	LI		HI	
Manufactured Home A dwelling on its own lot constructed after June 15, 1976 that is composed of one or more components, each of which was substantially assembled in a manufacturing plant and designed to be transported on its own chassis. It bears a valid seal indicating conformance with the construction standards promulgated by the US Department of Housing and Urban Development that were in effect at the time of its construction.			P		P							A	4.4.2.D	
Manufactured Home or Mobile Home Park A site where two or more manufactured or mobile homes are located on individual lots/parcels or other divisions of land under common ownership. The park may include additional accessory uses such as recreation facilities, shared laundry facilities, storage, and parking.														
Mobile Home A factory-built dwelling on its own lot constructed prior to June 15, 1976, to State code standards, not those adopted by the US Department of Housing and Urban Development on June 15, 1976.													4.4.2.E	
Multi-family A dwelling comprised of five or more dwelling units that share common vertical walls or horizontal floor/ceilings (or both) that are not on individual lots. Examples include apartments and condominiums.								S	P	S	S		A	4.4.2.F

EDUCATIONAL FACILITIES

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

USE CATEGORY Use Type Description	CP	VL	RS	RS*	MS	MS*	CC	CC*	MC	MC*	LI	HI	ADDITIONAL STANDARD §104.5f	
Major A public or private institution for post-secondary education operating in buildings owned or leased by the institution and engaged in classroom instruction, residential units, administrative offices, and other functions which further the educational mission of the institution.									S	S	S	S	A	4.4.3.B
Moderate An educational institution that provides secondary education such as a high school or a middle school. Accessory uses may include offices, play areas, cafeterias, sports facilities, and bus parking areas.					S				P	P	P	P	S	A
Minor An educational institution that provides elementary education such as an elementary or nursery school as well as a small-scale secondary education facility limited to 75 students or less. Accessory uses may include offices, play areas, cafeterias, sports facilities, and bus parking areas.					P	S	S		P	P	P	P	S	A

Article 4.4.2 – Residential Uses

D. Manufactured Homes

1. Standards Applied to All Manufactured Homes

- New manufactured homes shall comply with the following standards:
 - a. It shall be located on an individual lot;
 - b. It shall be occupied only as a single family dwelling;
 - c. It shall be set up in accordance with the standards established by the North Carolina Department of Insurance and the most current version of the State of North Carolina Regulations for Manufactured/Mobile Homes;
 - d. It shall comply with the latest wind loading requirements for Camden County;
 - e. It shall maintain a minimum width of 16 feet;
 - f. It shall be oriented with the longest axis parallel to the lot frontage, to the maximum extent practicable;
 - g. Towing apparatus, wheels, axles, and transporting lights shall be removed;
 - h. It shall include a continuous, permanent masonry foundation or masonry curtain wall of solid brick or brick veneer, unpierced except for required ventilation and access, installed under the perimeter;
 - i. It shall include stairs, entrance platforms, ramps, or other means of entrance and exit that are installed or constructed in accordance with the standards set by the

- State Building Code. They shall be attached firmly to the primary structure and anchored securely to the ground;
- It shall maintain exterior siding comparably in composition, appearance, and durability to the exterior siding commonly used in standard residential construction, which consists of one or more of the following:
 - 1. Vinyl or aluminum lap siding (whose reflectivity does not exceed that of flat white paint);
 - 2. Cedar or other wood siding;
 - 3. Stucco siding;
 - 4. Brick or stone siding;
- It shall maintain a roof pitch with a minimum vertical rise of 3 feet for each 12 feet of horizontal run;
- It shall include a roof finished with a Class C or better roofing material that is commonly used in standard residential construction;
- It shall provide an eave projection of no less than 6 inches, which may include a gutter;
- It shall comply with all applicable standards in Section 3.8.3, Special Flood Hazard Area Overlay (SFHA) when located in a floodplain or other area subject to the Flood damage protection standards in this Ordinance; and
- Manufactured homes are not permitted within the RR district on lots located within 5,280 linear feet from the perimeter boundary of a village center or within a village center designated in the County's adopted policy guidance.

E. Mobile Homes

- 1. General**
 - A mobile home shall comply with the following standards:
 - No mobile home may be parked for storage on any lot, tract, or parcel, except in HC, LI, or HI districts, or in a lawfully-established mobile home storage site subject to a temporary storage permit issued by the UDO Administrator.
 - A storage site for a mobile home shall be completely surrounded by a visually opaque wall or fence of at least eight feet in height.
 - Except for lawfully-established mobile home sales uses, no mobile home may be stored in any district for more than three months.
 - Mobile homes may not be used as storage structures.
 - Except for mobile homes being temporarily stored, a mobile home shall be anchored and tied down or otherwise secured according to the manufacturer's standards of the State Department of Insurance, and all applicable requirements of this Ordinance.
 - No attached structures shall be permitted which exceed 100 square feet nor may the total of all accessory buildings in individual ownership exceed 100 square feet per mobile home unit.
 - Two or more mobile homes shall not be joined or connected together as one dwelling nor may a mobile home be attached to any accessory building.

- Mobile homes are not permitted within the RR district on lots located within 5,280 linear feet from the perimeter boundary of a village center designated in the County's adopted policy guidance. Existing Mobile homes located within the County can only be re-located into a valid Mobile Home Park. Mobile homes located outside the County are prohibited from being relocated into Camden County.

Article 4.5.5 STANDARDS FOR SPECIFIC ACCESSORY USES

A. Accessory Dwelling Units

- Accessory dwelling units shall comply with the following standards:
 - 1. General Requirements**
 - Accessory dwelling units may be located within a principal structure (e.g., a downstairs apartment), as a freestanding building or above a detached outbuilding.
 - The use of manufactured homes, travel trailers, campers, tractor trailers, or similar vehicles as an accessory dwelling unit is prohibited.
 - Not more than one accessory dwelling unit per lot is permitted.
 - Where there is no public sanitary sewer service available to the accessory apartment, the applicant shall provide an approval from the Albemarle Regional Health Department for the accessory dwelling unit.
 - 2. Maximum Size**
 - An accessory dwelling unit shall have a heated floor area of at least 300 square feet, but shall not exceed 1,200 square feet 40 percent of the floor area associated with the principal structure.
 - An accessory dwelling unit shall have a maximum of two bedrooms and at least one full bathroom.
 - 3. Configuration**
 - At least one, but no more than two, off-street parking spaces shall be provided for an accessory dwelling unit (in addition to the required off-street parking serving the principal use).
 - The accessory dwelling unit shall be served by the same driveway serving the principal use.
 - Accessory dwelling units shall not be sold apart from the principal structure.
 - Accessory dwelling units may be used for home occupation uses but in no instance shall more than one home occupation use be conducted on a single lot.

5.14.11 SIGN STANDARDS IN COMMERCIAL DISTRICTS
 Signs on lots in the commercial districts other than the MX district shall comply with the requirements in Table 5.14.11, Sign Standards in Commercial Districts.

Type of Sign	Maximum Face Area [1] [2]	Maximum Height	Maximum Number of Signs Per Lot	Additional Standards [3]
Wall Sign on Front Façade	Greater of 1.5 sf per linear foot of wall frontage, or 5% of wall area	Below the top of the roof, soffit, eave or parapet, whichever is highest	No limit	Wall signs shall not project more than 12 inches outwards from the wall
Wall Sign on Side or Rear Façade fronting a street	1/2 sf per linear foot of wall frontage			

TABLE 5.14.11: SIGN STANDARDS IN COMMERCIAL DISTRICT

Maximum Front Façade Sign Face Area Calculation:
 Greater of:
 20 Linear Feet of Wall Frontage = 20 sf
 or
 Front Façade Wall Area = 20' x 25' = 500 sf
 Maximum Sign Face Area = 500 sf x .05 = 25 sf

6.1.5 ACCESS TO LOTS

- A. Every Lot Must Maintain Access**
- 1. Generally**
 Except for lots within bona fide farms, lots created in accordance with Section 2.3.24, Transfer Plat, or lots created through an expedited subdivision (see Section 2.3.10, Expedited Subdivision), all lots intended to contain a building or structure shall abut a street designed, built, and maintained to state road standards, including minimum density standards.
 - 2. Lots in Bona Fide Farms, Transfer Plats, Exempt Subdivisions, or Expedited Subdivisions**
 - a. Lots established after February 4, 2019 in a bona fide farm, transfer plat, exempt subdivision, or expedited subdivision that are not required to abut a street designed, built, and maintained to state road standards, including density, but shall maintain some form of access with a minimum width of 45 feet and maintained to afford a reasonable means of ingress and egress for emergency vehicles.
 - b. Accessways not built to state standards may serve a maximum of up to three lots. Accessways serving more than three lots shall be designed, built, and maintained to state road standards.
- B. Access on Lots Abutting Major Arterial Streets**
- 1.** The standards in this subsection shall apply to lots abutting the following arterial streets:
 - a. US 17;
 - b. US 158;
 - c. NC 34; and
 - d. NC 343.
 - 2.** In cases where a tract or site abutting a listed major arterial street is proposed for a subdivision (whether residential or otherwise), in the creation of 3 or more lots including residual, then all lots created shall maintain sufficient frontage on a different street, either pre-existing or created as part of the subdivision, so that direct access to lots need not be provided by a listed major arterial street.
 - 3.** The final plat creating the subdivision shall indicate a notation that driveway access to a major arterial or minor collector street is limited and shall be provided by a different street.
 - 4.** In the event a site or tract is unable to comply with the access limitations in this subsection, an applicant may seek a variance in accordance with Section 2.3.26, Variances.

- C. Marginal Access Streets**
- 1.** Where a tract of land to be subdivided adjoins an arterial street, the subdivider may be required to provide a marginal access street parallel to the arterial street or reverse frontage on a minor street for the lots to be developed adjacent to the arterial street.
 - 2.** Where reverse frontage is established, private driveways shall not have direct access to the arterial street, and a 25-foot-wide non-access buffer zone on the side of the lot abutting the arterial street shall be provided.
 - 3.** A ten-foot-wide non-access buffer zone may be approved if the vegetation creates a year-round opaque screen or a six-foot-tall opaque fence is provided.
 - 4.** The non-access buffer zone may be counted toward the open space set-aside requirement or may be counted as a portion of each individual lot.

10.3 DEFINITIONS

SUBDIVISION, MAJOR	A subdivision of land that includes the creation of five or more lots (including the residual parcel) or that involves extension of public streets, public water, public sewer, or other public utility.
SUBDIVISION, MINOR	A subdivision of land that includes up to five lots (including the residual parcel) with no extension of public streets, public water, public sewer, or other public utility.

Adopted by the Board of Commissioners for the County of Camden this 4th day of November, 2019.

County of Camden

Tom White
 Tom White, Chairman
 Board of Commissioners

ATTEST:

Karen Davis
 Karen Davis
 Clerk to the Board of Commissioners



Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

ITEM 6. BOARD APPOINTMENTS

- A. Jury Commission – Gale Perry (Reappointment)**

Motion to reappoint Gale Perry to the Jury Commission.

RESULT: PASSED [UNANIMOUS]
MOVER: Ross Munro, Commissioner
AYES: White, Krainiak, Meiggs, Riggs, Munro

B. South Camden Fire Commission

- George Tarkington & William Forehand (reappointments; 2-year term)
- Zenas Jennings (appointment; 1-year term)

Motion to reappointment George Tarkington & William Forehand for a 2-year term and appoint Zenas Jennings for a 1-year term.

RESULT: PASSED [UNANIMOUS]
MOVER: Clayton Riggs, Vice Chairman
AYES: White, Krainiak, Meiggs, Riggs, Munro

C. East Albemarle Regional Library Board – Nona Smith (appointment)

Motion to appoint Nona Smith to the East Albemarle Regional Library Board.

RESULT: PASSED [UNANIMOUS]
MOVER: Ross Munro, Commissioner
AYES: White, Krainiak, Meiggs, Riggs, Munro

ITEM 7. CONSENT AGENDA

- A. BOC Meeting Minutes – October 7, 2019
- B. BOC Meeting Minutes – October 10, 2019
- C. Budget Amendment

2019-20-BA011
 CAMDEN COUNTY BUDGET AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020.

Section 1. To amend the General Fund as follows:


ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
104300-502000	Salaries		\$16,650
Expenses			
104300-503000	Part-time Salaries	\$16,650	

This Budget Amendment is made to move funds from Salaries to Part-time Salaries for corrections to the salaries line in the Board of Elections Department.

This will result in no change to the Contingency of the General Fund.
 Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 4th day of November, 2019.

Karen M. Davis Clerk to Board of Commissioners
Tom White Chairman, Board of Commissioners



Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

F. Pickups, Releases & Refunds

NAME	REASON	NO.
Willie Gallop	Roll back taxes - pick-up \$574.51	Pick-up/22324 R-91745-16 R-106972-17 R-114257-18
Robert Thomas Moore	Turned in plates - Refund \$152.45	Pick-up/22334 31955051
Justin Randall Pond	Military Exempt - Refund \$167.03	Pick-up/22336 50194476
United States of America	Storm water fee correction \$2,869.51	Pick-up/22344 E-123390-19
E & J Holding, LLC	Storm water fee correction \$7,378.24	Pick-up/22345 R-116756-19
E & J Holding, LLC	Storm water fee correction \$12,064.76	Pick-up/22346 R-116757-19
Herbert Taylor Mullen	Solid Waste fee \$150.00	Pick-up/22359 R-117612-19
Herbert Taylor Mullen	Solid Waste fee \$150.00	Pick-up/22361 R-117605-19
Carolyn C. Latiolais	Solid Waste fee \$450.00	Pick-up/22362 R-122029-19
Powell's Mobile Home Park	Solid Waste fee \$1,725.00	Pick-up/22377 R-117811-19
Linda Sue Lamb Hinton	Solid Waste fee \$525.00	Pick-up/22378 R-119558-19
Camden County	Remove Solid have- dumpsters-release \$600.00	Pick-up/22394 Multiple
Camden County	Remove Solid have- dumpsters-release \$150.00	Pick-up/22395 E-123403-19 E-123420-19 Multiple
Camden County	Remove Solid have- dumpsters-release \$300.00	Pick-up/22400 Multiple
Coastal Forest Resources Company	Roll back taxes - pick-up \$72,042.07	Pick-up/22403 R-98447-16 R-106574-17 R-113953-18 R-121325-19
Lighthouse Fiber Network	Release. No value for 2019 on utilities sheet \$2,302.30	Pick-up/22424 U-123561-19
Oscar E. Butts	Acreage correction-Adjustment \$213.75	Pick-up/22430 R-118890-19

G. FEMA – Designation of Applicant’s Agent

RESOLUTION DESIGNATION OF APPLICANT'S AGENT North Carolina Division of Emergency Management	
Organization Name (hereafter named Organization) Camden County	Disaster Number: DR-4465
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): Federal Emergency Management Assistance	
Applicant's Fiscal Year (FY) Start 2018-2023	Month: July Day: 1
Applicant's Federal Employer's Identification Number 56 - 6000282	
Applicant's Federal Information Processing Standards (FIPS) Number 029 - 99029 - 00	
PRIMARY AGENT	SECONDARY AGENT
Agent's Name: Stephanie B Jackson	Agent's Name: Kenneth Bowman
Organization: Camden County	Organization: Camden County
Official Position: Interim Finance Officer	Official Position: County Manager
Mailing Address: PO Box 190	Mailing Address: PO Box 190
City, State, Zip: Camden, NC 27921	City, State, Zip: Camden, NC 27921
Daytime Telephone: (252) 338-6363	Daytime Telephone: (252) 338-6363
Facsimile Number: (252) 331-7831	Facsimile Number: (252) 331-7831
Pager or Cellular Number: (252) 339-4737	Pager or Cellular Number: (252) 339-4737
BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to exercise and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, Public Law 93-288 as amended or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the annexes printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this _____ day of _____, 2019.	
GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title: Camden County Board of Commissioners	Name: Karen Davis
Name and Title:	Official Position: Clerk to the Board of Commissioners
Name and Title:	Daytime Telephone: (252) 338-6363
CERTIFICATION	
I, Karen Davis , (Name) duly appointed and Clerk to the Board (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Camden County (Organization) on the 4th day of August , 2019.	
Date: 11-4-19	Signature: <i>Karen M. Davis</i>

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

H. Resolution 2019-11-01



Resolution No. 2019-11-01


NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION REQUEST FOR ADDITIONS TO STATE MAINTAINED SECONDARY ROAD SYSTEM

North Carolina
County of Camden
Road Descriptions: Sheba Court in Sandy Hook Crossing
Subdivision, Shiloh Township

WHEREAS, the attached petition has been filed with the Board of Commissioners of the County of Camden requesting that the above described road(s), the location of which has been indicated on the attached map, be added to the Secondary Road system; and

WHEREAS, the Board of Commissioners is of the opinion that the above described roads should be added to the Secondary Road System, if the roads meet minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.


NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Camden that the Division of Highways is hereby requested to review the above described road(s) and to take over the roads for maintenance if they meet established standards and the criteria.


Tom White, Chairman
Camden County Board of Commissioners

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Camden at a meeting on the 4th day of November, 2019.


Karen M. Davis
Clerk to the Board of Commissioners
County of Camden, NC



I. Set Public Hearing – Land Sale Agreement

Motion to approve the Consent Agenda as presented.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Ross Munro, Commissioner
AYES:	White, Krainiak, Meiggs, Riggs, Munro

ITEM 8. COUNTY MANAGER’S REPORT

County Manager Ken Bowman included the following in his report:

- NCACC District I Meeting - November 5th; Chairman White and County Manager to attend.
- Veterans Day Celebration – November 8th; 11:00 AM at the Courthouse.
- Veterans Day Holiday – November 11th, County Offices Closed.
- 2019 NC Rural Assembly – November 21st-22nd; County Manager to attend in Raleigh.
- Thanksgiving Holidays – November 28th-29th; County Offices closed.
- Christmas Tree Lighting – December 2nd at 5:30; Courthouse Lawn.
- Next Board of Commissioners Meeting – December 2nd; 10:00 AM
- Appreciation to the Board of Commissioners and Staff

ITEM 9. COMMISSIONERS’ REPORTS

Commissioner Garry Meiggs – Recently attended the first of several NCACC President’s Pathways Initiative Taskforce meetings in Winston-Salem. The initiative involves findings ways to better serve underachieving students.

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)

ITEM 10. INFORMATION, REPORTS & MINUTES FROM OTHER AGENCIES

The following was provided for information purposes:

- A. Library Report

ITEM 11. OTHER MATTERS

None.

ITEM 12. ADJOURN

There being no further matters for discussion Chairman White adjourned the meeting of the Camden County Board of Commissioners at 8:12 PM.

Tom White, Chairman
Camden County Board of Commissioners

ATTEST:

Karen M. Davis, NCCCC
Clerk to the Board of Commissioners

Attachment: bocminutes_110419 (2584 : BOC Meeting Minutes - November 4, 2019)



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Consent Agenda

Item Number: 14.B
Meeting Date: December 02, 2019
Submitted By: Teri Smith,
Taxes
Prepared by: Teri Smith

Item Title **DMV Monthly Report**

Attachments: Vehicle Monthly Report (PDF)

Summary: DMV Monthly Report January, 2020 Renewals Due 2/15/20

Recommendation: Review and Approve

STATE OF NORTH CAROLINA

COUNTY OF CAMDEN

TO: The Tax Administrator of Camden County January Renewals Due 2/15/20

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

SOUTH MILLS	COURTHOUSE	SHILOH	TOTAL
21,658.62	22,364.92	13,115.89	57,139.43

Witness my hand and official seal this _____ day of _____

Chairman, Camden County Board of Commissioners

Attest:

Clerk to the Board of Commissioners of Camden County

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

Kia S. Anderson
Tax Administrator of Camden County

Attachment: Vehicle Monthly Report (2568 : DMV Monthly Report)



CAMDEN COUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 14.C
Meeting Date: December 02, 2019
Submitted By: Teri Smith,
 Taxes
 Prepared by: Teri Smith
Item Title **Refunds Over \$100.00**
Attachments: Refunds Over \$100.00 (PDF)
Summary: Refunds Over \$100.00 October, 2019
Recommendation: Review and Approve

Refund\$	Remit To:	Reference:	Drawer/Transaction Info:
1,173.44	AFFILIATED MORTGAGE 100 N. CHURCH STREET ROCKY MOUNT, NC 27802	2019 R 01-7999-00-35-4438.0000 overpayment R 120296-2019	20191031 1 248110
372.54	ANNE MARIE BUCCHINO 111 E. ROBIN CT. SOUTH MILLS NC 27976	2019 R 01-7997-00-85-1120.0000 PREPAYMENT OVERPAYMENT R116493	20191107 99 248501
251.70	BRUMSEY & BRUMSEY 2883 CARATOKE HWY MOYOCK NC 27958	2019 R 02-8944-00-91-2471.0000 OVERPAYMENT PREPAYMENT-CYR	20191107 99 248514
205.20	BUTTS, OSCAR E 111 MERCER DRIVE CAMDEN NC 27921	2017 R 02-8954-00-08-3259.0000 R104257/2017	20191107 99 248543
196.65	BUTTS, OSCAR E 111 MERCER DRIVE CAMDEN NC 27921	2016 R 02-8954-00-08-3259.0000 R97035/2016	20191107 99 248544
196.65	BUTTS, OSCAR E 111 MERCER DRIVE CAMDEN NC 27921	2015 R 02-8954-00-08-3259.0000 R89874/2015	20191107 99 248545
756.61	G. E. SMALL, PC ATTN: WENDY 607 E MAIN ST ELIZABETH CITY NC 27909	2019 R 01-7998-00-53-4439.0000 DEBORAH OWENS-CLARK	20191107 99 248502
294.63	LOURY, SEAN T 287 OLD SWAMP ROAD SOUTH MILLS NC 27976	2019 R 01-7999-00-64-7227.0000 OVERPAYMENT-ESCROW CLOSING	20191024 1 247531
1,967.69	PRIORITY TITLE & ESCROW, LLC 607 LYNNHAVEN PARKWAY VIRGINIA BEACH VA 23452	2019 R 01-7080-00-86-4139.0000 overpayment R-117907-2019	20191022 1 247479
215.37	WALTER C. LITCHFIELD 705 FOREMAN BUNDY ROAD ELIZABETH CITY NC 27909	2019 R 03-8971-00-12-0876.0000 R122090/19	20191107 99 248538
5,630.48	Total Refunds		

Submitted by Lisa S. Anderson Date 11-12-19
Lisa S. Anderson, Tax Administrator, Camden County

Approved by _____ Date _____
G. Tom White, Chairman Camden County Board of Commissioners



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Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 14.D

Meeting Date: December 02, 2019

Submitted By: Teri Smith,
Taxes
Prepared by: Teri Smith

Item Title **Vehicle Refunds Over \$100.00**

Attachments: Vehicle refunds Over \$100.00 (PDF)

Summary: Vehicle Refunds Over \$100.00

Recommendation: Review and Approve

REFUNDS OVER \$100.00

North Carolina Vehicle Tax System

NCVTS Pending Refund report



October, 19 Refunds Over \$100.00

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest	Total
MOORE, ROBERT THOMAS			103 N POINTE RD	SOUTH MILLS, NC 27976	Proration	0031955051	VXK5150	AUTHORIZED	114458778	Refund Generated due to proration on Bill #0031955051-2018-2018-0000-00	Surrender	10/14/2019	10/17/2019 2:28:56 PM	1843	Tax	(\$150.42)	\$0.00	(\$150.42)
POND, JUSTIN RANDALL			155 LONG PINE RD	SOUTH MILLS, NC 27976	Adjustment >= \$100	0050194476	FF19462	AUTHORIZED	114636494	Refund Generated due to adjustment on Bill #0050194476-2019-2019-0000-00	Military	10/17/2019	10/18/2019 11:20:45 AM	1843	Tax	(\$155.84)	(\$8.96)	(\$164.80)
PRAISLER, BRITTANY ANN GRASSO		HICKMAN, SAMUEL JACOB	158 PIER LNDG	SOUTH MILLS, NC 27976	Adjustment >= \$100	0050015998	HEA6783	AUTHORIZED	114690040	Refund Generated due to adjustment on Bill #0050015998-2019-2019-0000-00	Military	10/18/2019	10/29/2019 11:24:33 AM	1843	Tax	(\$110.99)	\$0.00	(\$110.99)
															Tax	(\$1.50)	\$0.00	(\$1.50)
															Tax	Refund	Refund	\$112.49

Submitted by Lisa S. Anderson Date 11-12-19
 Lisa S. Anderson, Tax Administrator Camden County

Approved by G. Tom White Date _____
 G. Tom White, Chairman Camden County Board of Commissioners



CAMDEN COUNTY

NORTH CAROLINA • USA

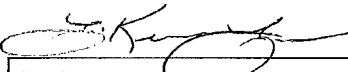
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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number:	14.E
Meeting Date:	December 02, 2019
Submitted By:	Kevin Jones, Sheriff Prepared by: Karen Davis
Item Title	Surplus Property Request - Sheriff's Office
Attachments:	Surplus Property - Sheriff's Office (PDF)

Surplus Property Request

Requested by:  11-01-19
 Sheriff J. Kevin Jones
 Sell Dispose


Department: Sheriff's Office (LESO Property)

Item: 1990 Jonh Deere tractor 2555

Disposal Method: Govdeals

Suggested Value: \$5,000.00

Reason for surplus: Doesn't work, water getting in oil

Manager Approval 
 Disposal Method: *GOV DEALS*
 Value:
 Comments:

Board Approval
 Approved/Denied:
 Date:

Final Disposition Date:
 Method:
 Amount:
 Purchased by:

Item Description

Attachment: Surplus Property - Sheriff's Office (2581 : Surplus Property Request - Sheriff's Office)



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Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 14.F
Meeting Date: December 02, 2019
Submitted By: Ken Bowman,
Administration
Prepared by: Karen Davis

Item Title **Resolution 2019-12-02**

Attachments: Resolution Opposing Jurisdictional Waters
(DOCX)

Summary:

Find attached Resolution Opposing Reclassification of Jurisdictional Waters. The proposed Reclassification of Jurisdictional Waters would create a loss of approximately 144,984 square acres or 226.5 miles of coastal and commercial fishing waters, therefore significantly impacting the local commercial fishing economy.

Recommendation:

Approve.



**Resolution No. 2019-12-02
Opposing Reclassification of Jurisdictional Waters**

WHEREAS, in January of 2019, the NC Marine Fisheries Commission (MFC) and the NC Wildlife Resources Commission (WRC) formed a joint committee for the purpose of determining boundaries defining inland and coastal waters; and

WHEREAS, the joint committee had its last meeting in May of 2019, after having disagreements between the agencies on the “salinity value” to determine boundaries; and

WHEREAS, in August of 2019, the WRC business meeting was held with little direct notice to the MFC or to the NC Department of Environmental Quality (NCDEQ). At this meeting the WRC decided to move forward with the proposed boundaries based on the arbitrary “2.6 ppt salinity value”; and

WHEREAS, in 2017 the MFC conducted a review of rules pertaining to delineation (15A NCAC 03Q .0200 et seq) and determined there was no basis to adjust jurisdictional boundaries; and

WHEREAS, the proposed Reclassification of Jurisdictional Waters would be a loss of approximately 144,984 square acres or 226.5 sq. miles of coastal and commercial fishing waters. Thus, creating even more confusion and regulations to the already over regulated NC commercial fishing industry; and

WHEREAS, the MFC would be required by law, to perform a comprehensive financial analysis to modify jurisdictional boundaries, which would include a review of all existing rules and a detailed mapping effort expected to take over a year to complete with added costs to the taxpayers of North Carolina; and

WHEREAS, the financial impact as proposed would exceed \$1,000,000.00 for sustainable economic impact as prescribed in the NC Administrative Procedure Act; and

WHEREAS, fisheries management plans of important commercial and recreational species under MFC authority follow a criterion initially to establish coastal and joint waters but not inland waters. Thus, a complete review of all MFC rules would have to be completed at NC taxpayer expense.

THEREFORE, BE IT RESOLVED, that the Camden County Board of Commissioners strongly opposes the Reclassification of Jurisdictional Waters as prescribed by the NC Wildlife Resources Commission. Under such research we have not found where a Salinity Value is a determination of boundary lines between coastal and inland waterways.

Adopted this the 2nd day of December, 2019.

Tom White, Chairman
Camden County Board of Commissioners

ATTEST:

Karen M. Davis, NCCCC
Clerk to the Board of Commissioners



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Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 14.G

Meeting Date: December 02, 2019

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

Item Title **State Acquisition Relocation Fund Program (SARF)**

Attachments: Camden County State Acquisition Relocation Fund
Program (PDF)

Summary:

Submitted by Christy Saunders of Emergency Management.
Resolution, Ordinance and Policy to be utilized during the administration of the Camden
County State Acquisition Relocation Fund (SARF) Program.

Recommendation:

Approval.

**CAMDEN COUNTY STATE ACQUISITION RELOCATION FUND (SARF) PROGRAM
Resolution Approving Program Ordinance/Resolution/Policy**

WHEREAS, Camden County wishes to carry out its State Acquisition Relocation Fund (SARF) Program in accordance with established state and federal administrative guidelines.

NOW, THEREFORE, the Camden County Board of Commissioners hereby collectively adopts the following ordinance, resolution, and policy, and resolves that they be utilized during the administration of the Camden County State Acquisition Relocation Fund (SARF) Program:

- 1. Project Budget Ordinance
- 2. Financial Management Resolution
- 3. Relocation Assistance Policy

Adopted this ____ day of _____, 2019.

Tom White, Chairman
Camden County Board of Commissioners

ATTEST:

Karen M. Davis, Clerk to the Board

Attachment: Camden County State Acquisition Relocation Fund Program (2580 : State Acquisition Relocation Fund Program (SARF))

**CAMDEN COUNTY STATE ACQUISITION RELOCATION FUND (SARF) PROGRAM
Project Budget Ordinance**

Be it ordained by the Camden County Board of Commissioners, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant program ordinance is hereby adopted:

Section 1. The program authorized is the Camden County State Acquisition Relocation Fund (SARF) Program described in the work statement contained in the Memorandum of Agreement (DRA5369-004) between Camden County and the North Carolina Division of Emergency Management. This program is more familiarly known as the Camden County SARF Program.

Section 2. Camden County staff is hereby directed to proceed with the grant program within the terms of the grant document(s), the rules and regulations of the North Carolina Division of Emergency Management, and the budget contained herein.

Section 3. The following revenues and resources are anticipated to be available to complete the program activities:

Camden County State Acquisition Relocation Fund (SARF) Program

State	<u>\$302,500.00</u>
Total	\$302,500.00

Section 4. The following amounts are appropriated for the program activities:

Camden County State Acquisition Relocation Fund (SARF) Program

Program Budget	\$302,500.00
----------------	--------------

Section 5. The Grant Finance Officer is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Division of Emergency Management required by the Memorandum of Agreement and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Division of Emergency Management in an orderly and timely manner.

Section 7. The Grant Finance Officer is directed to report quarterly on the financial status of each program element in Section 4 and on the total grant revenues received or claimed.

Attachment: Camden County State Acquisition Relocation Fund Program (2580 : State Acquisition Relocation Fund Program (SARF))

Section 8. The Grant Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant program in every budget submission made to this Board.

Section 9. Copies of this grant program ordinance shall be made available to the Grant Finance Officer for direction in carrying out this program.

Adopted this ___ day of _____, 2019.

Tom White, Chairman
Camden County Board of Commissioners

ATTEST:

Karen M. Davis, Clerk to the Board

Attachment: Camden County State Acquisition Relocation Fund Program (2580 : State Acquisition Relocation Fund Program (SARF))

**CAMDEN COUNTY STATE ACQUISITION RELOCATION FUND (SARF) PROGRAM
Financial Management Resolution**

WHEREAS, Camden County has received a State Acquisition Relocation Fund (SARF) Program grant in the amount of \$302,500.00;

WHEREAS, the North Carolina Administrative Code regulations require that Camden County designate a Grant Finance Officer and a depository for SARF Program funds;

NOW, THEREFORE, Camden County hereby resolves the following:

- (1) Stephanie Jackson, Interim Finance Officer, will serve as Grant Finance Officer, and will be responsible for financial management of the program according to the requirements of the North Carolina Administrative Code and North Carolina General Statute requirements.
- (2) Bank of America is hereby designated as the official depository for revenues budgeted for the SARF Program.

Adopted this ___ day of _____, 2019.

Tom White, Chairman
Camden County Board of Commissioners

ATTEST:

Karen M. Davis, Clerk to the Board

Attachment: Camden County State Acquisition Relocation Fund Program (2580 : State Acquisition Relocation Fund Program (SARF))

CAMDEN COUNTY STATE ACQUISITION RELOCATION FUND (SARF) PROGRAM
Relocation Assistance Policy

WHEREAS, Camden County has received Hazard Mitigation Grant Program (HMGP) funds from the North Carolina Division of Emergency Management to be used for the acquisition of residential property damaged during Hurricane Matthew in October 2016; and,

WHEREAS, relocation assistance to displaced households is an approved activity under the terms of the HMGP grant agreement between the County and the North Carolina Division of Emergency Management; and,

WHEREAS, the County has also received award of State Acquisition Relocation Fund (SARF) Program funds from the North Carolina Division of Emergency Management to be used to provide supplementary relocation assistance to displaced homeowners; and,

WHEREAS, the County requires a formal policy establishing guidelines for the provision of SARF relocation benefits;

NOW, THEREFORE, BE IT RESOLVED:

Camden County hereby adopts the following Relocation Assistance Policy, to be used during implementation of the SARF Program for Hurricane Matthew:

A. HOMEOWNER RELOCATION ASSISTANCE

Eligibility. A residential owner-occupied household who occupied the dwelling unit as a primary residence at the time of the event (Hurricane Matthew, October 2016); whose dwelling unit was located in a regulated Special Flood Hazard Area (SFHA); and whose dwelling unit was approved for acquisition under HMGP DR-4285, DRA-2017 or DRA-2018 program.

Replacement Property. Comparable replacement dwelling must:

- Meet HUD requirements for comparable decent, safe, and sanitary dwellings.
 - A comparable replacement home is:
 - Decent, safe, and sanitary.
 - Functionally equivalent to the participant's displacement dwelling.
 - Available for purchase.
 - Affordable. (i.e., having a monthly housing payment equal to or less than 30% of the participant's income).
 - Reasonably accessible to the participant's place of employment.
 - Generally as well located with respect to public and commercial facilities, such as schools and shopping, as the displacement dwelling.
 - Not subject to unreasonable adverse environmental conditions.

- Available to all persons regardless of race, color, religion, sex, or national origin.
- Decent, safe, and sanitary housing meets local housing and occupancy requirements, and
 - Is structurally sound, weather tight, and in good repair.
 - Contains a safe, adequate electrical wiring system.
 - Has adequate living space for the occupants.
 - Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator.
 - Has a separate, complete bathroom with hot and cold running water and sewage system.
 - Has heating as required by climatic conditions.
 - Has an unobstructed exit to safe, open space at ground level.
 - Is free of any barriers that would preclude reasonable use of the unit, if occupant has a physical disability.
- Be located outside of floodplain areas as shown on the current Flood Insurance Rate Map (FIRM) (i.e., 100- and 500-year floodplain).
 - If not possible, the County will certify that no appropriate housing or housing sites are available outside of the floodplain, and will seek approval by NCEM.
- Qualify as “real property.” Modular units are acceptable if they are permanently affixed to real property. Manufactured homes will not be considered real property for the purpose of this program.
- Relocation must be within the State of North Carolina.

Terms and Limits of Assistance. The terms of SARF-funded replacement housing assistance shall be as outlined in the Camden County SARF Program Memorandum of Agreement (DRA5369-004):

- Replacement Housing Assistance: Eligible homeowners may be offered a gap payment in an amount up to but not exceeding \$50,000, which amount is the lesser of the difference in acquisition cost of the displacement dwelling and a comparable replacement dwelling (described above); OR the difference of acquisition cost of the displacement dwelling and the actual replacement dwelling selected by the displaced homeowner. Actual replacement dwelling must also meet the definition of a comparable replacement dwelling as described herein.
- Relocation (Moving Expense) Assistance: Eligible homeowners may be provided with up to but not exceeding \$5,000 in moving expense assistance, based upon the most current Federal Highway Administration, Fixed Residential Moving Cost Schedule for North Carolina, further based upon the number of rooms of furniture in the displacement dwelling.

B. BASIC RIGHTS OF DISPLACED PERSONS

Camden County shall not require any displaced person to accept a dwelling provided by the County under these procedures (unless the County and the displaced person have entered into a contract to do so) in lieu of any relocation payment for which the person may otherwise be eligible.

C. APPEALS

Any aggrieved person may file a written appeal with Camden County in any case in which the person believes that the County has failed to properly consider the person’s eligibility for assistance under this policy, or has not provided assistance properly in accordance with this policy. Such appeals shall be handled in accordance with the provisions of 49 CFR 24.10 and Camden County HMGP Citizen Participation Plan.

Adopted this ___ day of _____ 2019, by Camden County Board of Commissioners.

Tom White, Chairman
Camden County Board of Commissioners

ATTEST:

Karen M. Davis, Clerk to the Board

Attachment: Camden County State Acquisition Relocation Fund Program (2580 : State Acquisition Relocation Fund Program (SARF))



CAMDEN COUNTY

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**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

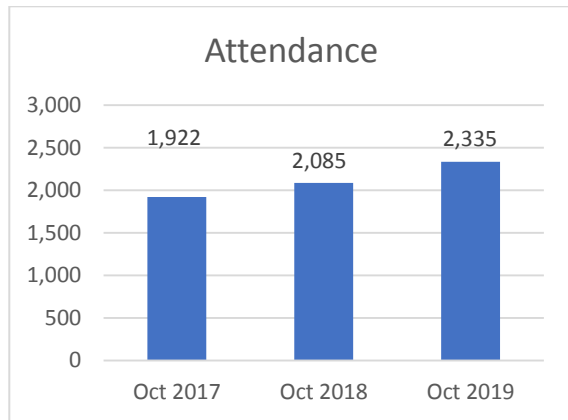
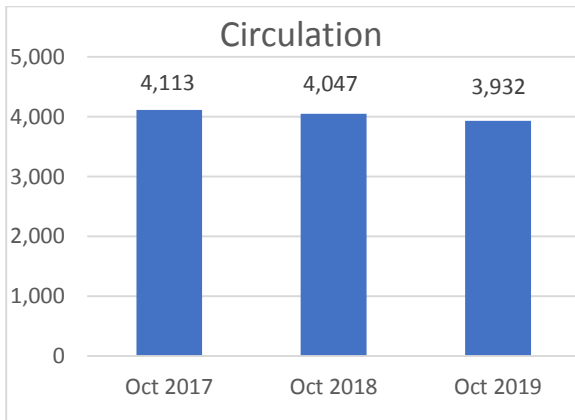
Information, Reports & Minutes from Other Agencies

Item Number:	17.A
Meeting Date:	December 02, 2019
Submitted By:	Kim Perry, Library Prepared by: Kim Perry
Item Title	Library Report 10/2019
Attachments:	19-10 (DOCX)

Camden County Public Library October 2019 Statistics

Visitor Count	2,335
Materials Check Outs & Renewals	3,932
Computer/ Wireless Use	749/791
Questions Answered	634
Juvenile Programs/Attendance	24/462
Teen/Tween Programs/Attendance	0/0
Adult Programs/Attendance	4/32
Outreach Programs/Attendance	5/366
Meeting Room Usage/Attendance	12/97
Days/Hours Open	30/264
# Items in Collection	18,712
Library Card Holders	2,538

Comparison by Year 2017-2019



Attachment: 19-10 (2577 : Library Report)



**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Information, Reports & Minutes from Other Agencies

Item Number: 17.B
Meeting Date: December 02, 2019
Submitted By: Tammie Krauss, Register of Deeds
Register of Deeds
Prepared by: Karen Davis
Item Title **Register of Deeds Report**
Attachments: Register of Deeds Report (PDF)

Camden County Register of Deeds: Tammie Krauss
October, 2019 Daily Deposit

DATE	NC CHILDR TRUST	NC DOM. VIO. FUND	STATE REV. STAMPS	COUNTY REV. STAMPS	RETIREMEN	AUTO FUND	STATE TREASURY	ROD GENERAL	TOTAL
10/01/19	\$ -	\$ -	\$ 689.43	\$ 717.57	\$ 5.16	\$ 31.10	\$ 43.40	\$ 264.34	\$ 1,751.00
10/02/19	\$ -	\$ -			\$ 3.99	\$ 25.79	\$ 24.80	\$ 211.42	\$ 266.00
10/03/19	\$ 5.00	\$ 30.00	\$ 612.99	\$ 638.01	\$ 4.92	\$ 25.50	\$ 43.40	\$ 219.18	\$ 1,579.00
10/04/19	\$ 10.00	\$ 60.00	\$ 293.02	\$ 304.98	\$ 7.13	\$ 37.67	\$ 37.20	\$ 323.20	\$ 1,073.20
10/07/19			\$ 4.90	\$ 5.10	\$ 3.15	\$ 19.25	\$ 24.80	\$ 162.80	\$ 220.00
10/08/19	\$ -	\$ -			\$ 4.83	\$ 31.31	\$ 24.80	\$ 261.06	\$ 322.00
10/10/19	\$ 5.00	\$ 30.00	\$ 333.69	\$ 347.31	\$ 7.47	\$ 41.45	\$ 62.00	\$ 352.38	\$ 1,179.30
10/11/19	\$ 10.00	\$ 60.00	\$ -	\$ -	\$ 5.97	\$ 29.67	\$ 31.00	\$ 261.36	\$ 398.00
10/14/19			\$ 13.72	\$ 14.28	\$ 7.47	\$ 44.92	\$ 62.00	\$ 383.61	\$ 526.00
10/15/19	\$ 5.00	\$ 30.00			\$ 4.90	\$ 27.20	\$ 24.80	\$ 234.30	\$ 326.20
10/16/19			\$ 392.49	\$ 408.51	\$ 3.00	\$ 17.74	\$ 24.80	\$ 154.46	\$ 1,001.00
10/17/19			\$ 117.60	\$ 122.40	\$ 4.38	\$ 27.73	\$ 31.00	\$ 228.89	\$ 532.00
10/18/19			\$ 22.05	\$ 22.95	\$ 2.53	\$ 14.68	\$ 24.80	\$ 126.99	\$ 214.00
10/21/19	\$ 5.00	\$ 30.00			\$ 3.99	\$ 21.40	\$ 18.60	\$ 187.01	\$ 266.00
10/22/19			\$ 230.30	\$ 239.70	\$ 3.67	\$ 22.56	\$ 31.00	\$ 187.57	\$ 714.80
10/23/19	\$ 5.00	\$ 30.00			\$ 2.50	\$ 10.47	\$ 24.80	\$ 94.23	\$ 167.00
10/24/19			\$ 2,695.00	\$ 2,805.00	\$ 5.55	\$ 33.55	\$ 49.60	\$ 281.30	\$ 5,870.00
10/25/19					\$ 2.76	\$ 17.31	\$ 18.60	\$ 145.33	\$ 184.00
10/28/19					\$ 2.70	\$ 16.28	\$ 24.80	\$ 136.22	\$ 180.00
10/29/19			\$ 19.60	\$ 20.40	\$ 3.63	\$ 21.15	\$ 37.20	\$ 180.02	\$ 282.00
10/30/19	\$ 5.00	\$ 30.00	\$ 217.07	\$ 225.93	\$ 6.95	\$ 38.09	\$ 55.80	\$ 327.36	\$ 906.20
10/31/19	\$5.00	\$ 30.00	\$ 634.55	\$ 660.45	\$ 6.81	\$ 35.96	\$ 62.00	\$ 313.23	1748.00
									0.00
TOTAL	\$ 55.00	\$ 330.00	\$ 6,276.41	\$ 6,532.59	\$ 103.46	\$ 590.78	\$ 781.20	\$ 5,036.26	\$ 19,705.70

Attachment: Register of Deeds Report (2562 : Register of Deeds Report)

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

Date Range From Tuesday, October 01, 2019 to Thursday, October 31, 2019

Name	Amount
NC Children's Trust Fund	\$55.00
NC Domestic Violence Fund	\$330.00
State Revenue Stamp	\$6,276.41
County Revenue Stamp	\$6,532.59
Land Transfer Fee	\$0.00
Floodplain Map Fund	\$0.00
Supplemental Retirement	\$103.46
ROD Automation Fund	\$590.78
Dept Of Cultural Resources	\$0.00
Vital Records Fund	\$0.00
State General Fund	\$0.00
State Treasurer Amount	\$781.20
ROD General Fund	\$5,036.26
Total Distribution For Period	\$19,705.70
Cash Total	\$711.00
Check Total	\$18,532.70
Pay Account Tota	\$462.00
ACH Total	\$0.00
Escrow Account Tota	\$0.00
Overpayment Total	\$0.00
Total Deposit For Period	\$19,705.70