



CAMDEN COUNTY
NORTH CAROLINA • USA

Boundless Opportunities.

BOARD OF COMMISSIONERS

**November 02, 2020
7:00 PM**

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

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

Please turn Cell Phone ringers off during the meeting.

Agenda

**Camden County Board of Commissioners
BOC - Regular Meeting
November 02, 2020
7:00 PM
Historic Courtroom, Courthouse Complex**

Welcome & Call to Order

Invocation & Pledge of Allegiance

Commissioner Garry Meiggs

ITEM 1. 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 2. Conflict of Interest Disclosure Statement

ITEM 3. Consideration of Agenda (For discussion and possible action)

Recess to South Camden Water & Sewer Board of Directors

Reconvene Board of Commissioners

ITEM 4. Public Hearings

- A. South Mills Landing - Dan Porter
- B. Richard Krainiak Rezoning Application - Amber Curling

ITEM 5. Old Business (For discussion and possible action)

- A. Appeal of Demolition Orders

ITEM 6. Consent Agenda

- A. BOC Meeting Minutes - October 5, 2020
- B. Budget Amendments
- C. Vehicle Refunds Over \$100.00
- D. DMV Monthly Report
- E. Tax Collection Report
- F. Refunds Over \$100.00
- G. Pickups, Releases & Refunds
- H. Senior Center General Purpose Funding FY 20-21

ITEM 7. County Manager's Report

ITEM 8. Commissioners' Reports

ITEM 9. Information, Reports & Minutes From Other Agencies

- A. Register of Deeds Report
- B. Library Report
- C. NC Forest Service Annual Report

ITEM 10. Other Matters (For discussion and possible action)

ITEM Closed Session - Personnel / Economic Development

Reconvene Board of Commissioners

ITEM 11. Adjourn



CAMDEN COUNTY

NORTH CAROLINA • USA

Boundless Opportunities.

Board of Commissioners AGENDA ITEM SUMMARY SHEET

Public Hearings

Item Number: 4.A

Meeting Date: November 02, 2020

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

Item Title **South Mills Landing**

Attachments: AgendaSummary_South Mills Landing (DOCX)
Staff Findings (PDF)
06-10-20_SouthMillsMasterPlan (PDF)
Development Impact Statement updated 2-20-20
(PDF)
TIA Exec Summary (PDF)
Compatibility with Surrounding Area (PDF)
Consistency with Updated Policy Guidance (PDF)
TRCinput (PDF)
Stormwater comments (PDF)
Response Cover Letter (PDF)
8-26-20 Draft SML Development Agreement updated
per 8-25-20 meeting
(DOCX)
ExhibitD with fees Fiscal Year AND CAPACITIES
(XLSX)

Summary and supporting documentation attached.

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

Meeting Date: November 2, 2020

Attachments: Master Plan/Preliminary Plan/ Staff Findings/TRC inputs/Draft Development Agreement/Development Impact Statement

Submitted By: Planning Department

Item Title: Public Hearing
Development Agreement and Master Plan/Preliminary Plat for South Mills Landing Planned Development Major Subdivision

Summary:

South Mills Landing LLC is requesting Master Plan/Preliminary Plan approval for South Mills Landing Planned Development. The documents listed above have been submitted with application.

A properly-advertised public hearing was held on September 8, 2020 at which time the Board postponed consideration until October 5th. At the October meeting the Board decided to hold a second public hearing on November 2nd. The public hearing has been re-advertised and posted properly.

The development consists of 580 single-family and multi-family dwellings, commercial and recreational areas with club house, pool, and walking paths. The subdivision is located within the South Mills Core Village area on the north and south sides of Main Street. The phasing schedule anticipation is for buildout within 6 to 10 years.

South Mills Water Association and South Camden Water & Sewer District have approved water and sewer capacity, respectively for Phase 1 of 129 units. Water and sewer for additional Phases are in the Development Agreement. The Technical Review Committee inputs are varied and are included in package.

The existing Storm Water Model is complete and the post Storm Water Drainage Plan will require approval of the County storm water engineer.

Upon approval of the preliminary plat, construction plans will be completed and require approval of staff and state and local technical agencies prior to beginning construction.

RECOMMENDATION:

1. Motion to hold Public Hearing for South Mills Landing Development Agreement and Master Plan/ Preliminary Plat
2. Approve/deny/ or approve with modification the South Mills Landing Development Agreement – Ordinance No. 2020-09-01.
3. Approve/deny/ or approve with modifications UDO 2020-01-36 - South Mills Landing Master Plan and Preliminary Plat.

**UDO 2020-01-36
FINDINGS
South Mills Landing
Planned Development**

PROJECT INFORMATION

File Reference: UDO 2020-01-36
Project Name; South Mills Landing
PIN: 01-7989-00-43-1290,
01-7988-01-49-2837

Applicant: South Mills Landing
LLC

Address: Reese Smith, Sr.
P.O. Box 9636
Chesapeake, VA

Phone: (757) 499-4772

Email: reesesr@reesesmithassociates.com

Agent for Applicant: Bissell Professional Group
Mark Bissell

Address: 3512 N. Croatan Hwy
Kitty Hawk, NC 27949

Phone: (252) 261-3266

Email: mark@bissellprofessionalgroup.com

Current Owner of Record: Same as applicant

Meeting Dates:

Neighborhood Meeting: January 29, 2020

Technical Review: February 11, 2020

Planning Board: March 18, 2020

Application Received: 1/30/2020

By: David Parks, Permit Officer

Application Fee paid: \$29,000 Check #1672

Stormwater Review Fee: \$6000 Check #1668

Completeness of Application: Application is generally complete

Documents received upon filing of application or otherwise included:

- A.** Land Use Application
- B.** Master Plan South Mills Landing PD
- C.** Developmental Impact Statement
- D.** Traffic Impact Analysis
- E.** Proposed Development Agreement
- F.** Technical Review Committee inputs.

Attachment: Staff Findings (2827 : South Mills Landing)

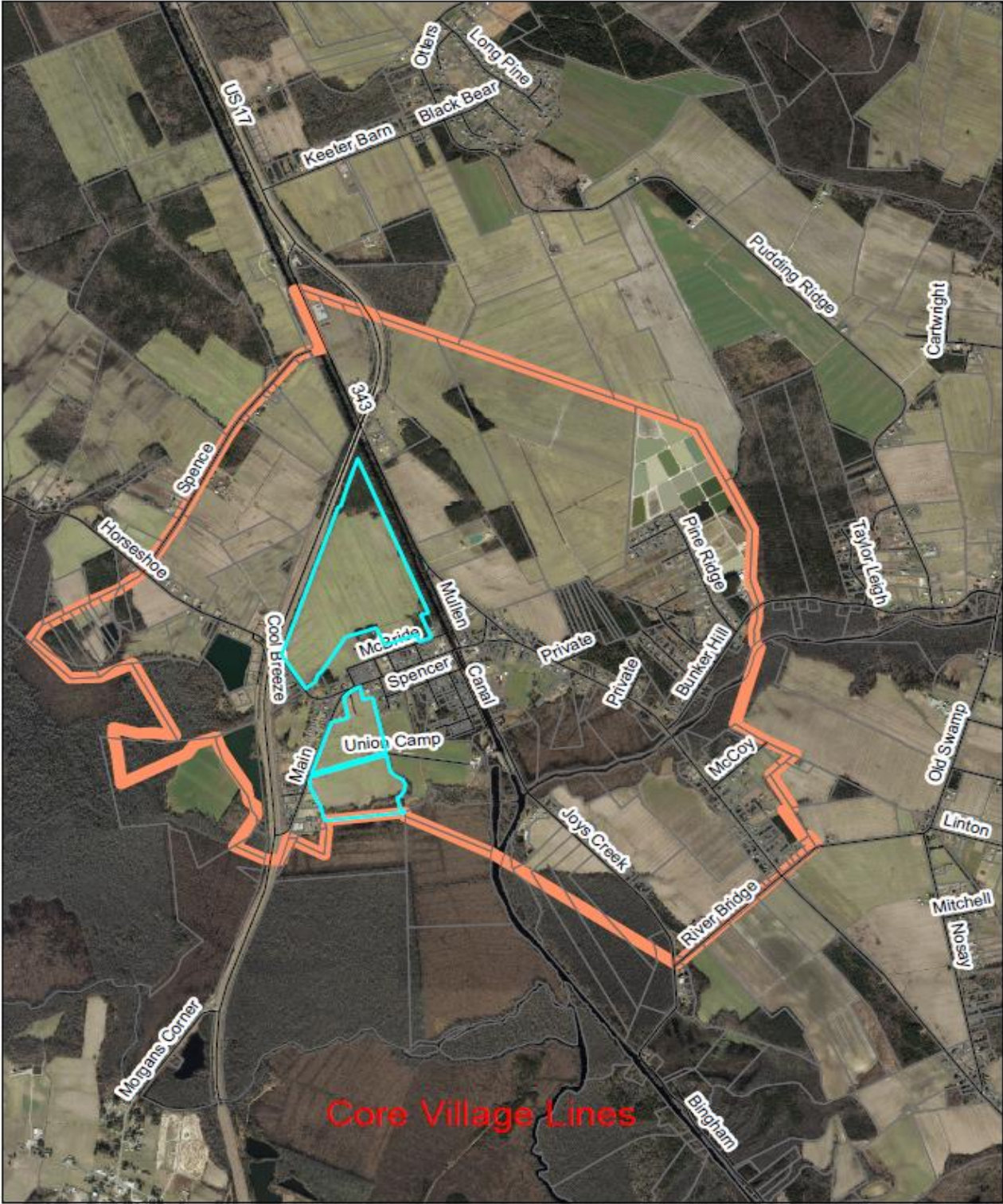
REQUEST: Master Plan/[Preliminary Plat](#)-South Mills Landing Planned Development for 580 (single and multifamily) units with commercial and recreational areas.

Vicinity Map:



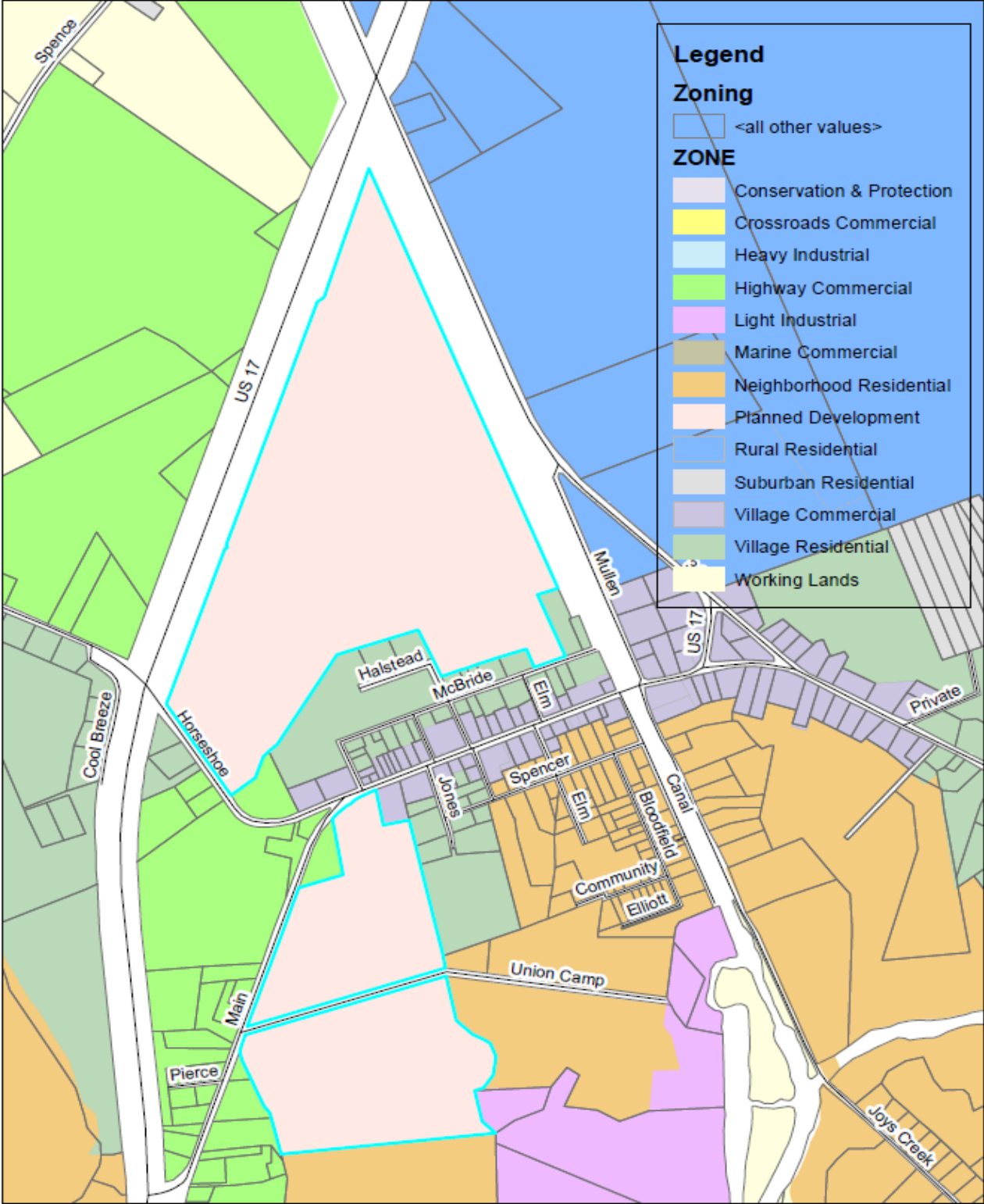
Attachment: Staff Findings (2827 : South Mills Landing)

Core Village Lines



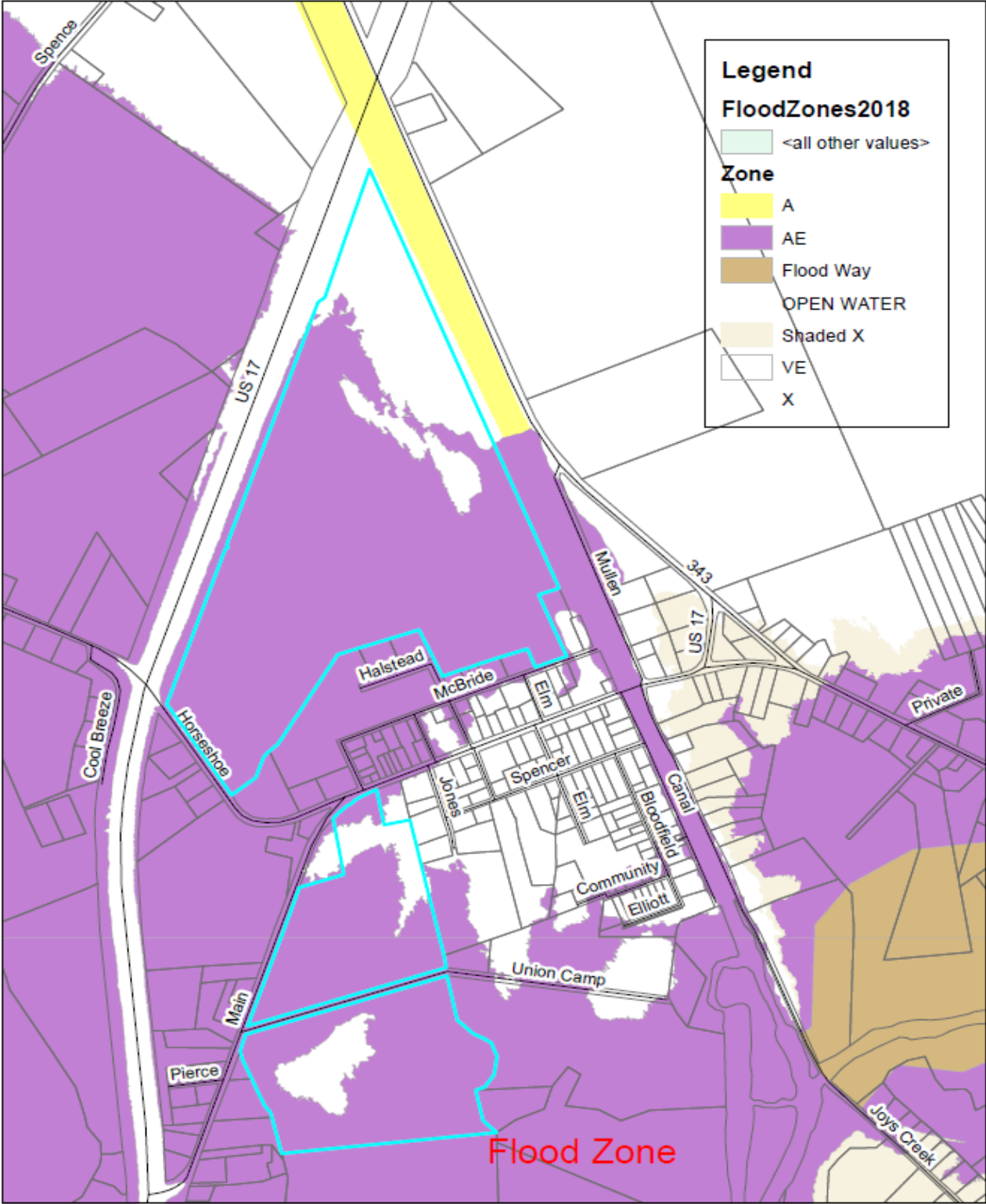
Attachment: Staff Findings (2827 : South Mills Landing)

Zoning Map



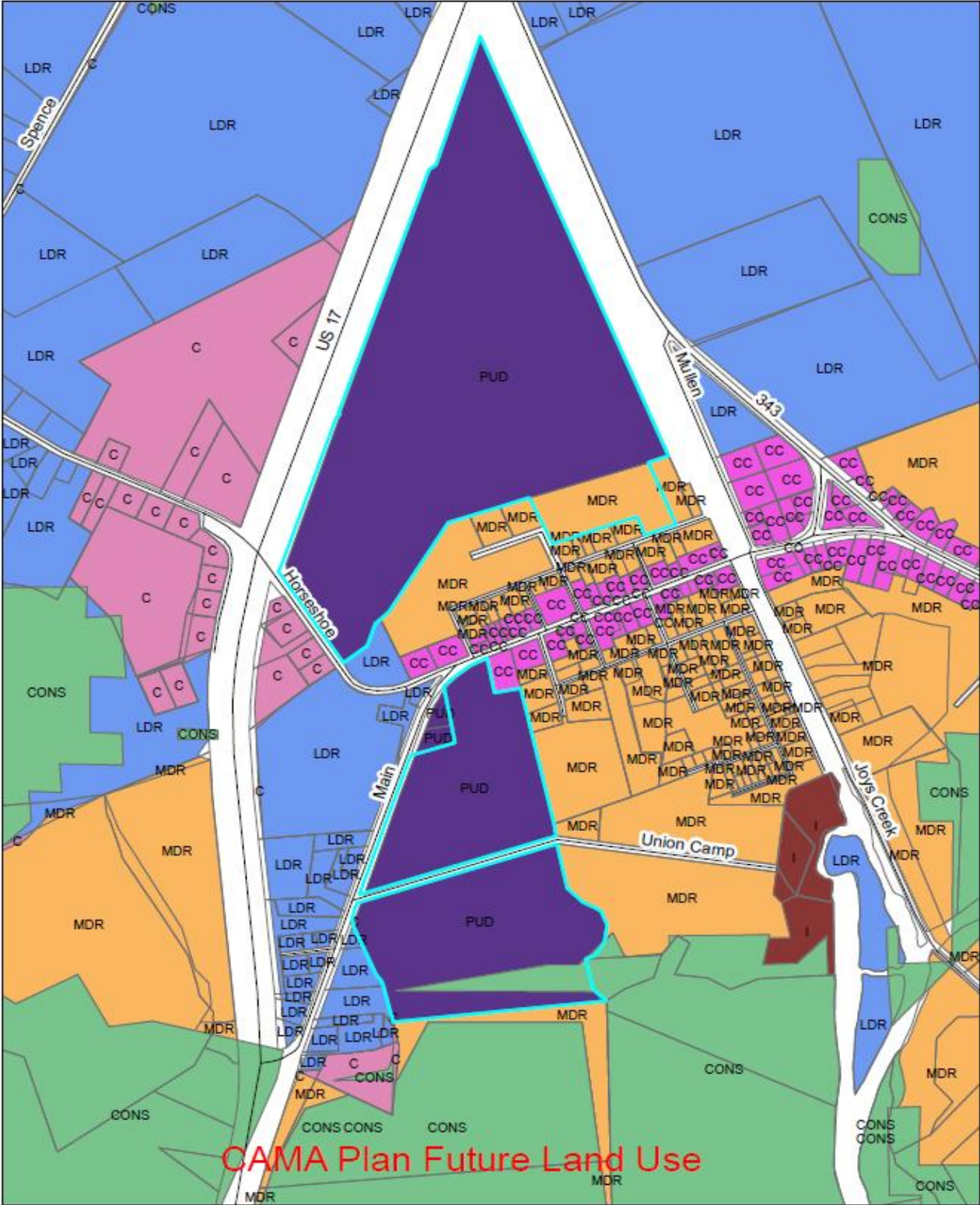
Attachment: Staff Findings (2827 : South Mills Landing)

Flood Zone Map



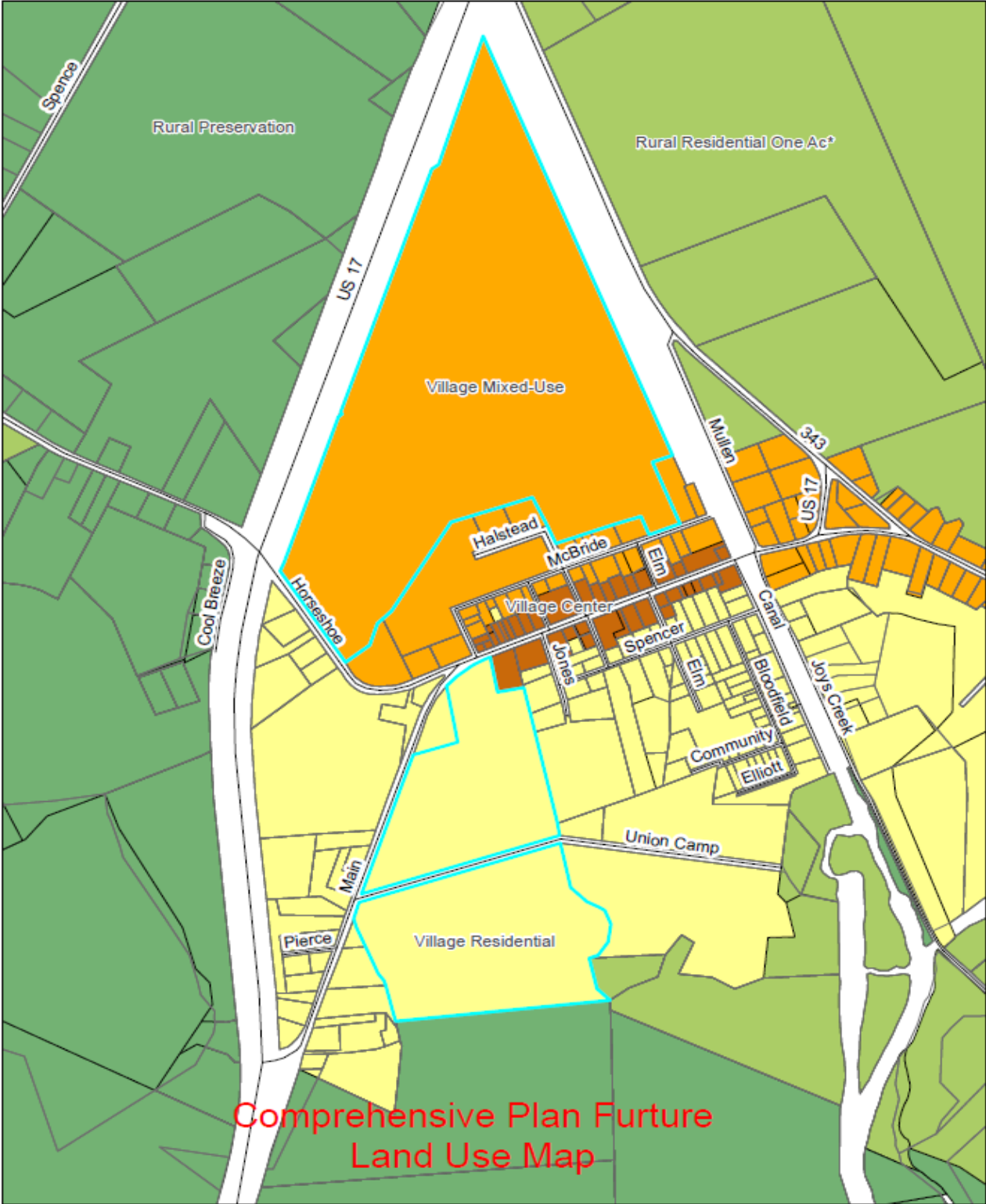
Attachment: Staff Findings (2827 : South Mills Landing)

CAMA Future Land Use Map



Attachment: Staff Findings (2827 : South Mills Landing)

Comprehensive Plan Future Land Use Map



Comprehensive Plan Future
Land Use Map

Attachment: Staff Findings (2827 : South Mills Landing)

PROJECT LOCATION:

Street Address: Parcels located off Main Street and Horseshoe Road
Location Description: South Mills Township

SITE DATA

Lot size: Approximately 185 acres.

Flood Zone: Zone AE/X (Majority in AE Flood Zone)

Zoning District(s): Base Zoning; Planned Unit Development (PUD)

Adjacent property uses: Residential/Agriculture/Woodland

Streets: Shall be dedicated to public under control of NCDOT.

Street name: See Master Plan (Street Names approved by Central Communications)

Open Space: Provided: Approximately 65 acres

Landscaping: Landscaping Plan provided

Buffering: Per Article 151.5.5.4, a 50’ landscaped vegetative buffer required along all property lines that abut agricultural uses.

Recreational Land: 383 Single Family Lots X 1452sf = 12.76 acres

ENVIRONMENTAL ASSESSMENT

Streams, Creeks, Major Ditches:

Distance & description of nearest outfall: Outfall from North Tract is approximately 1800 feet. Outfall from South Tact is adjacent to property (wetlands).

TECHNICAL REVIEW STAFF (SKETCH PLAN) COMMENTS

1. **South Mills Water Association.** No written response.
2. **Albemarle Regional Health Department.** N/A
3. **South Camden Water & Sewer District:** Approved. See attached.
4. **South Mills Fire Department.** Disapproved. See attached
5. **Postmaster Elizabeth City.** No response. Did not attend TRC meeting.

Attachment: Staff Findings (2827 : South Mills Landing)

- 6. **Army Corps of Engineer.** There was a proposed canoe launch located on the North Tract adjacent to the canal, however was removed based on attached email from Army Corps.
- 7. **Superintendent Camden County Schools.** Approved with comments. See attached.
- 8. **Superintendent/Transportation Director of Schools.** Approved with following comment.
- 9. **Sheriff’s Office.** Disapproved. See attached.
- 10. **Camden Soil & Water Conservationist.** Reviewed with comments/conditions. See attached.
- 11. **NCDOT.** No response.
- 12. **Parks & Recreation.** No response.
- 13. **Mediacom.** No response.
- 14. **Albemarle EMC.** No response.
- 15. **Century Link.** No response.
- 16. **Pasquotank EMS.** Street names approved.

PLANS CONSISTENCY

CAMA Land Use Plan Policies & Objectives:

Consistent Inconsistent

CAMA Plan future land use maps has land identified as a Planned Unit Development.

2035 Comprehensive Plan

Consistent Inconsistent

Comprehensive Plan has North Tract designated as Village Mixed Use and South Tract as Village Residential (VR). Location of land is within the Core Village of South Mills.

PLANS CONSISTENCY – cont.

Comprehensive Transportation Plan

Consistent Inconsistent

There will be two accesses with a third maintenance access for the North Tract. There will be two accesses off Main Street for the South Tract.

Attachment: Staff Findings (2827 : South Mills Landing)

FINDINGS REGARDING ADDITIONAL REQUIREMENTS:

Yes No

Endangering the public health and safety?

Based on TRC input from Sherriff and SM Fire, project could have impact on public safety based on manning and infrastructure concerns.

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.

2035 Comprehensive Plan Future Land Use Maps has land designated as Village Residential and Village Mixed Use. CAMA Future Land use Maps has land designated as Planned Unit Development (PUD).

EXCEED PUBLIC FACILITIES:

Yes No

Schools: Proposed development will generate 301 students after build out (.67 per SFD X 383 = 256.6) & (.23 MFU X 197 units = 45.3). High School over capacity. (See breakdown next page.)

Yes No

Fire and rescue: Denied based on lack of supporting infrastructure.

Yes No

Law Enforcement: Denied. Manning/equipment.

Attachment: Staff Findings (2827 : South Mills Landing)

Student Generation Rates (Single Family Dwelling = .67 students) (Other = .23 students)

Single Family

Grandy Primary (.29)	383 lots X .29 = 111
Grandy Intermediate (.18)	383 lots X .18 = 68.9
Camden Middle (.07)	383 lots X .07 = 26.8
Camden High School (.13)	383 lots X .13 = 49.7

Total students: 256.4

Other (Townhomes)

Grandy Primary (.08)	197 units X .08 = 15.7
Grandy Intermediate (.08)	197 units X .08 = 15.7
Camden Middle (.04)	197 units X .04 = 8
Camden High School (.03)	197 units X .03 = 6

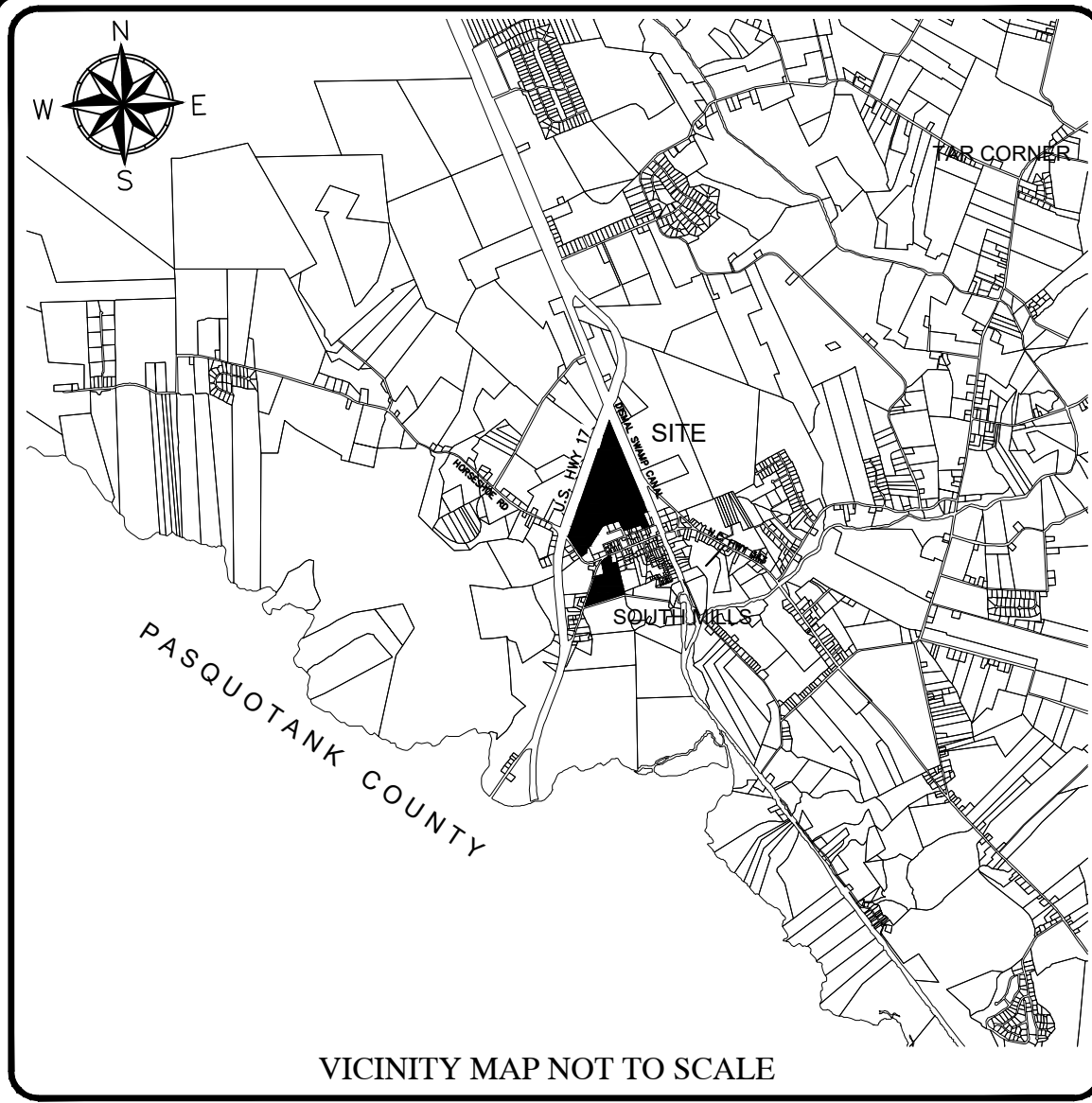
Total students: 45.4

Overall total students generated: 301.8 (over the life of the project.)

PLANNING STAFF RECOMMENDATION:

- Portion of Union Camp Road within the development from Camelia Drive to eastern property line shall be paved to NCDOT standards.
- Extend Phasing Schedule out 5 years.
- Fee in lieu of acreage for public park can be utilized for providing landscaping along Main Street
- Need to interconnect (sidewalk, crosswalk) North and South Tracts
- Provide sidewalk along Main Street for South Tract with trees.
- Landscaping around ponds (prevents alligator weed and stagnant water)
- Terms and Conditions reflect providing up to 50,000 sf of commercial yet Master Plan shows 35,000 sf?
-

Attachment: Staff Findings (2827 : South Mills Landing)



VICINITY MAP NOT TO SCALE

MASTER PLAN

FOR

South Mills Landing

A PLANNED DEVELOPMENT

SOUTH MILLS TOWNSHIP CAMDEN COUNTY NORTH CAROLINA

OBJECTIVE:

To build a community that has a creative design, providing a mix of different residential uses in close proximity to one another, while at the same time providing an efficient use of open space that promotes an active lifestyle and a strong sense of community. Commercial development is also proposed to serve the needs of both the needs of the residents of the development and the adjacent South Mills community.

SURVEY LEGEND	
---	RIGHT-OF-WAY
---	PROPERTY BOUNDARY
---	ADJOINING PROPERTY LINE
---	EASEMENT LINE
---	CENTERLINE OF ROADWAY
●	SET IRON ROD
○	CALCULATED POINT
○	EXISTING IRON ROD
○	EXISTING IRON PIPE
□	EXISTING CONCRETE MONUMENT
N/F	NOW OR FORMERLY
TWP.	TOWNSHIP
P.C.	PLAT CABINET
SL	SLIDE
D.B.	DEED BOOK
M.B.	MAP BOOK
P.G.	PAGE
SQ.FT., SF., or S.F.	SQUARE FEET
M.B.L.	MAXIMUM BUILDING LINE
AC or AC.	ACRES
P/O	PART OF
TYP.	TYPICAL
N.T.S.	NOT TO SCALE
O.S.	OPEN SPACE
R/W	RIGHT-OF-WAY

LEGEND	
---	EXISTING DITCH CENTERLINE
---	EXISTING DITCH TOP OF BANK
---	EXISTING TREE LINE
---	PROPOSED SWALE W/ FLOW ARROW
---	PROPOSED SWALE HIGH POINT
---	FEMA FEMA
---	EXISTING 404 WETLANDS BOUNDARY
---	EXISTING 404 WETLANDS
---	EXISTING 1' CONTOUR
---	EXISTING 5' CONTOUR
---	EXISTING CULVERT
---	EXISTING UTILITY POLE
---	EXISTING OVERHEAD TRANSMISSION LINES
---	EXISTING WATER LINE
---	EXISTING FIRE HYDRANT
---	PROPOSED WATER LINE (SIZE AS NOTED)
---	PROPOSED FIRE HYDRANT ASSEMBLY
---	PROPOSED SIDEWALK
---	PROPOSED FORCE MAIN SANITARY SEWER (SIZE AS NOTED)
---	PROPOSED GRAVITY SANITARY SEWER (SIZE AS NOTED)
---	PROPOSED SANITARY SEWER MANHOLE
---	BACK OF CURB
---	EDGE OF PAVEMENT
---	PROPOSED CATCH BASIN
---	PROPOSED STREET LIGHT
---	PROPOSED STORM SEWER PIPE
---	PROPOSED EDGE OF WATER

GENERAL DEVELOPMENT NOTES:

- PROJECT NAME: SOUTH MILLS LANDING
- APPLICANT: SOUTH MILLS LANDING, LLC
P.O. BOX 9636
CHESAPEAKE, VA 23321
 - OWNERS: SOUTH MILLS LANDING, LLC
P.O. BOX 9636
CHESAPEAKE, VA 23321
 - PROPERTY DATA:
 - TRACT 1 (NORTH TRACT):
ADDRESS: 0 HORSESHOE RD., SOUTH MILLS, NC 27976
PIN: 017989004312900000
RECORD DOCUMENT(S): D.B. 156, PG. 122, P.B. 4, PG. 158
ACREAGE: 124.83--ACRES (PER PLAT)
 - TRACT 2 (SOUTH TRACT):
ADDRESS: 0 MAIN ST., SOUTH MILLS, NC 27976
PIN: 017988014928370000
RECORD DOCUMENT(S): D.B. 156, PG. 116, P.B. 4, PG. 148
ACREAGE: 60.1--ACRES (PER PLAT)
 - PROPERTY ZONING: PLANNED DEVELOPMENT (PD) (TRACTS 1 & 2).
 - F.I.R.M. DATA:
ZONES AE (6.4 FT.) AND X PER F.I.R.M. MAP NO. 3720798900 J, EFFECTIVE DATE OCTOBER 5, 2004.
 - USE OF LAND WITHIN A FLOODPLAIN IS SUBSTANTIALLY RESTRICTED BY THE UNIFIED DEVELOPMENT ORDINANCE.
 - THIS PROPERTY CONTAINS AC0E "404" JURISDICTIONAL WETLANDS AS SHOWN AND CONFIRMED BY USACOE ACTION ID# SAW 2018-01610, DATED JUNE 14, 2019.
 - OVERALL DENSITY = 580 D.U. ON 184.86 ACRES = 3.14 D.U./ACRE (BASED ON DEVELOPED AREA ONLY).
 - A 10' EASEMENT FOR UTILITIES AND DRAINAGE ALONG REAR AND SIDE PROPERTY LINES AND A 15' EASEMENT ALSO FOR UTILITIES AND DRAINAGE ALONG FRONT PROPERTY LINES IS HEREBY ESTABLISHED. PEDESTRIAN ACCESS AND STREET TREE EASEMENTS ARE HEREBY PROVIDED PER DETAILS SHOWN ON SHEET 21.
 - A BLANKET DRAINAGE, UTILITY, AND PEDESTRIAN ACCESS EASEMENT IS HEREBY ESTABLISHED ACROSS ALL OPEN SPACE AREAS.
 - EXISTING CONDITION INFORMATION BASED ON A COMBINATION OF THE FOLLOWING:
 - BASED ON DATA PROVIDED TO BISSELL PROFESSIONAL GROUP BY THE OWNER WHICH WAS SPOT FIELD VERIFIED BY BISSELL PROFESSIONAL GROUP.
 - ALL UTILITIES ARE TO BE UNDERGROUND.
 - THERE IS A 50' BUFFER IN ALL AREAS ADJOINING RESIDENTIAL LANDS.

DEVELOPMENT NOTES:

TRACT SUMMARY:
TOTAL AREA OF TRACT: 233.68 AC. (PER PLATS)
UNDEVELOPED, ENVIRONMENTALLY SENSITIVE AREA: 48.75 AC.
TOTAL SUBDIVISION DEVELOPMENT AREA: 184.93 AC.

DEVELOPMENT AREA SUMMARY:
PROPOSED LOT AREA: 79.99 AC.
PUBLIC PROPOSED R/W AREA: 40.11 AC.
OPEN SPACE PROVIDED: 64.83 AC. (35.1% OF DEVELOPED AREA)
OF PROPOSED LOTS: 580 (3.14 LOTS/ACRE OF DEVELOPED AREA)

PROPOSED RIGHT-OF-WAY WIDTHS (FT.): SEE SHEET 21
PROPOSED PAVED ROADWAY WIDTH: SEE SHEET 21
LINEAR FEET OF ONSITE ROADWAY: 30,131 L.F.±

DEVELOPER/OWNER:

MANAGER, SOUTH MILLS LANDING, LLC.

CAMDEN COUNTY BOARD OF COMMISSIONERS:

CHAIRMAN

Sheet Number

Sheet Title

- | | |
|----|---|
| 1 | COVER SHEET, DEVELOPMENT NOTES & SITE LOCATION |
| 2 | EXISTING CONDITIONS & SITE FEATURES PLAN |
| 3 | MASTER PLAN & STORMWATER MANAGEMENT (NORTH TRACT) |
| 4 | MASTER PLAN & STORMWATER MANAGEMENT (SOUTH TRACT) |
| 5 | LIFT STATIONS & GRAVITY SEWER PLAN (NORTH TRACT) |
| 6 | LIFT STATION & GRAVITY SEWER PLAN (SOUTH TRACT) |
| 7 | WATER MAIN EXTENSION & SERVICE PLAN (NORTH TRACT) |
| 8 | WATER MAIN EXTENSION & SERVICE PLAN (SOUTH TRACT) |
| 9 | PHASING PLAN (NORTH TRACT) |
| 10 | PHASING PLAN (SOUTH TRACT) |
| 11 | TYPICAL CONSTRUCTION DETAILS |

DEVELOPMENT STANDARDS & SETBACKS				
STYLE:	Commercial	Single-Family Lot	Townhome Lot	
Min. Lot Size:	N/A	6500 SF	1600 SF	
Range of Lot Sizes:	N/A	6500-15,978 SF	1600-2200 SF	
Min. Lot Width:	N/A	40'	20'	
Typ. Lot Width:	N/A	60'	20'	
Front Setback:	10' (parking) 50' (bldg.)	20'	20'	
Side Setback:	10' (parking)	10'	0	
Corner Side Setback:	10' (parking)	15'	0	
Max. Front Setback:	N/A	75'	40'	
Max. Height:	35'	35'	35'	
Max. Bldg. Size:	20,000 SF	4,800 SF	22,000 SF	
Max. Lot Coverage:	90%	60%	100%	
Max. Comm. Floor Area Ratio:	0.4	N/A	N/A	
Min. Setback to Adj. Residential Dev.	50'	50'	50'	

DEVELOPMENT SUMMARY						
TRACT	AREA (AC.)	S.F. LOTS	LOT SIZE RANGE	M.F. UNITS	TOTAL UNITS	OPEN SPACE (AC.)
NORTH	124.83	285	6,500-15,978	50	335	40.64
SOUTH	60.10	98	6,500-11,783	147	245	23.31
TOTAL	184.93	383	6,500-15,978	197	580	63.95

PHASING SCHEDULE							
Residential Development							
PHASE	AREA (AC.)	OPEN SPACE (AC.)	UNITS	DEVELOPMENT INTENSITY (D.U./AC)	EST. RECORDING YEAR	OTHER IMPROVEMENTS	
1	42.5	13.9 +/-	129	3.04	2021	Main Entrance, Roundabout, Portion of Multi-use Path (M.U.P.), Bus Shelter	
2	45.1	17.2 +/-	178	4.18	2022	Mail Kiosk; Main drainage outlet	
3	40.5	13.7 +/-	134	3.42	2023	Clubhouse; Pedestrian Connectivity	
4	42.5	13.1 +/-	99	2.33	2024	Additional Mail Kiosk, Bus Shelter, Canoe Launch; Continue M.U.P.	
5	14.3	4.1 +/-	40	2.78	2025		
TOTAL	185	63.9 +/-	580	3.14			
Commercial Development							
PHASE	AREA (AC.)	OPEN SPACE (AC.)	COMM. S.F.	MAXIMUM COMM. FLOOR AREA RATIO	EST. CONST. YEAR		
A	1	0.2 +/-	7000 +/-	0.4	2024		
B	1.25	0.2 +/-	7000 +/-	0.4	2025		
C	1	0.1 +/-	7000 +/-	0.4	2027		
D	1.25	0.1 +/-	7000 +/-	0.4	2029		
E	1	0.2 +/-	7000 +/-	0.4	2031		

Bissell Professional Group
Firm License # C-056
P.O. Box 1008
12345 Pine North Carolina 27149
Phone: (252) 381-1760
Fax: (252) 381-1760

BISSELL
PROFESSIONAL GROUP
Engineers, Planners, Surveyors
and Environmental Specialists

COVER SHEET, DEVELOPMENT
NOTES & SITE LOCATION PLAN

SOUTH MILLS LANDING
NORTH CAROLINA
CAMDEN COUNTY
TOWN OF SOUTH MILLS

PLANNED DEVELOPMENT

NO. DATE DESCRIPTION BY

1 06-07-2020 Address, Trc. Comments KFW

2 08-11-2020 DOT, Turn, Layout KFW

3 08-10-2020 Final DOT, Comments & Schedule, I. PRO KFW

DATE: 1/29/20 SCALE: N/A

DESIGNED: BFK CHECKED: MSB

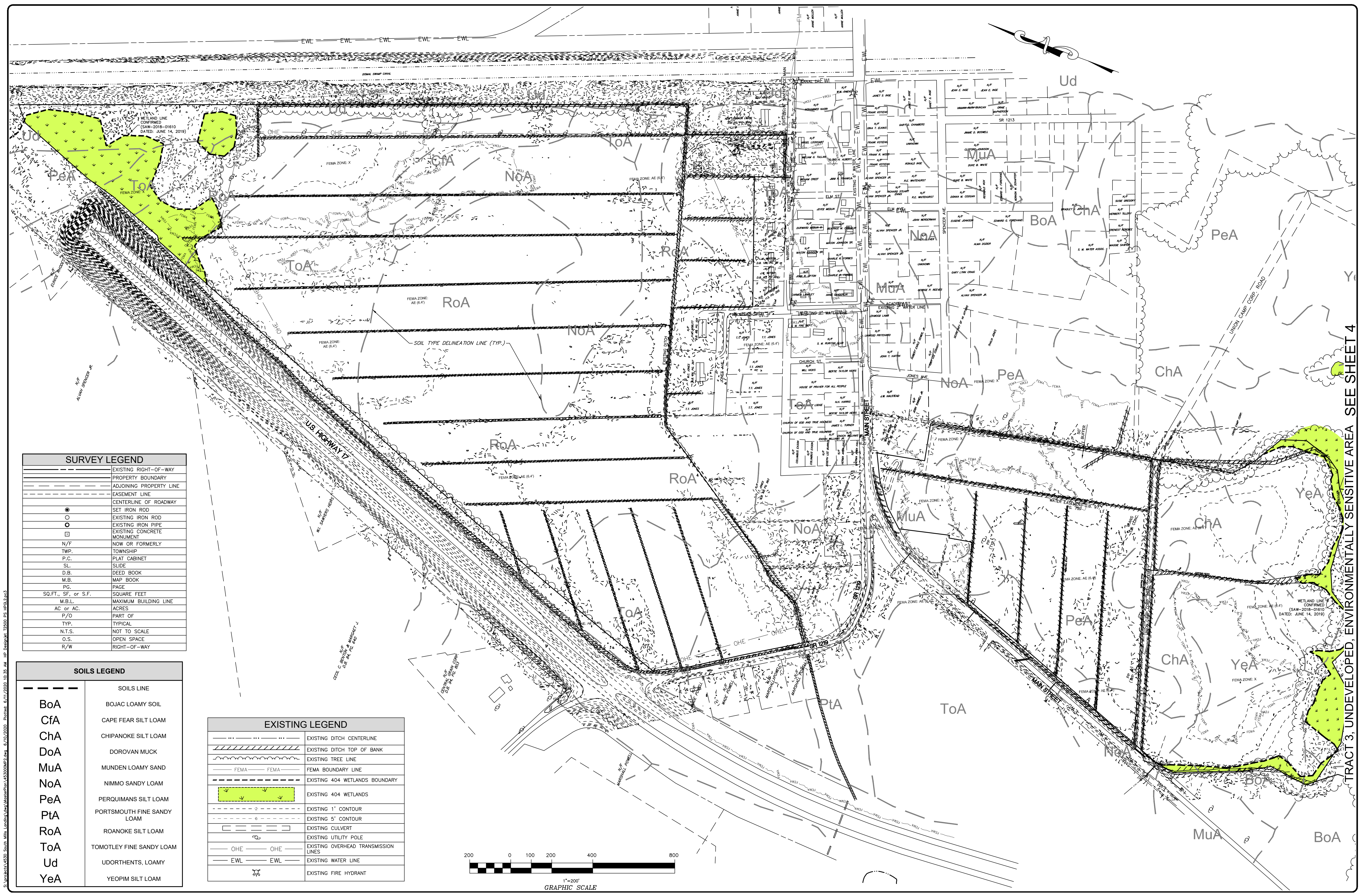
DRAWN: KFW APPROVED: BFK

SHEET: 1 OF 11

CAD FILE: 453000MP2

PROJECT NO: 4530

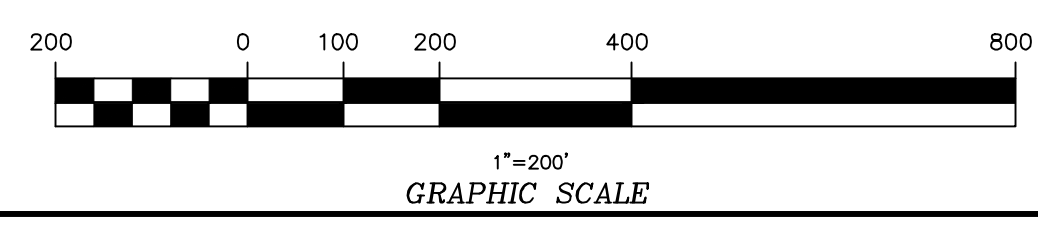
PRELIMINARY
DO NOT USE FOR
CONSTRUCTION



SURVEY LEGEND	
---	EXISTING RIGHT-OF-WAY
---	PROPERTY BOUNDARY
---	ADJOINING PROPERTY LINE
---	EASEMENT LINE
---	CENTERLINE OF ROADWAY
●	SET IRON ROD
○	EXISTING IRON ROD
○	EXISTING IRON PIPE
□	EXISTING CONCRETE MONUMENT
N/F	NOW OR FORMERLY
TWP.	TOWNSHIP
P.C.	PLAT CABINET
SL	SLIDE
D.B.	DEED BOOK
M.B.	MAP BOOK
P.G.	PAGE
SQ.FT., SF, or S.F.	SQUARE FEET
M.B.L.	MAXIMUM BUILDING LINE
AC or AC.	ACRES
P/O	PART OF
TYP.	TYPICAL
N.T.S.	NOT TO SCALE
O.S.	OPEN SPACE
R/W	RIGHT-OF-WAY

SOILS LEGEND	
---	SOILS LINE
BoA	BOJAC LOAMY SOIL
CfA	CAPE FEAR SILT LOAM
ChA	CHIPANOKE SILT LOAM
DoA	DOROVAN MUCK
MuA	MUNDEN LOAMY SAND
NoA	NIMMO SANDY LOAM
PeA	PERQUIMANS SILT LOAM
PtA	PORTSMOUTH FINE SANDY LOAM
RoA	ROANOKE SILT LOAM
ToA	TOMOTLEY FINE SANDY LOAM
Ud	UDORTHENTS, LOAMY
YeA	YEOPIM SILT LOAM

EXISTING LEGEND	
---	EXISTING DITCH CENTERLINE
---	EXISTING DITCH TOP OF BANK
---	EXISTING TREE LINE
---	FEMA BOUNDARY LINE
---	EXISTING 404 WETLANDS BOUNDARY
---	EXISTING 404 WETLANDS
---	EXISTING 1' CONTOUR
---	EXISTING 5' CONTOUR
---	EXISTING CULVERT
---	EXISTING UTILITY POLE
---	EXISTING OVERHEAD TRANSMISSION LINES
---	EXISTING WATER LINE
---	EXISTING FIRE HYDRANT



TRACT 3, UNDEVELOPED, ENVIRONMENTALLY SENSITIVE AREA SEE SHEET 4

REVISIONS

NO.	DATE	DESCRIPTION
1	06-07-20	Address, Title, Comments
2	06-11-20	DOT, Title, License
3	06-12-20	Final DOT, Commenter's, Schedule, I, P, R

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

DATE: 1/29/20 SCALE: 1"=200'

DRAWN: BFG CHECKED: MSB

APPROVED: BFG

SHEET: 2 OF 11

CAD FILE: 453000MP2

PROJECT NO: 4530

PROJECT: SOUTH MILLS LANDING NORTH CAROLINA

TOWN OF SOUTH MILLS CAMDEN COUNTY

EXISTING CONDITIONS & SITE FEATURES PLAN

PLANNED DEVELOPMENT

Bissell Professional Group
Firm License # C-056
P.O. Box 1008
1000 North Carolina Highway
1000 South Mills, North Carolina 27949
TEL: (252) 381-1760
FAX: (252) 381-1760

BISSELL
PROFESSIONAL GROUP

Engineers, Planners, Surveyors
and Environmental Specialists

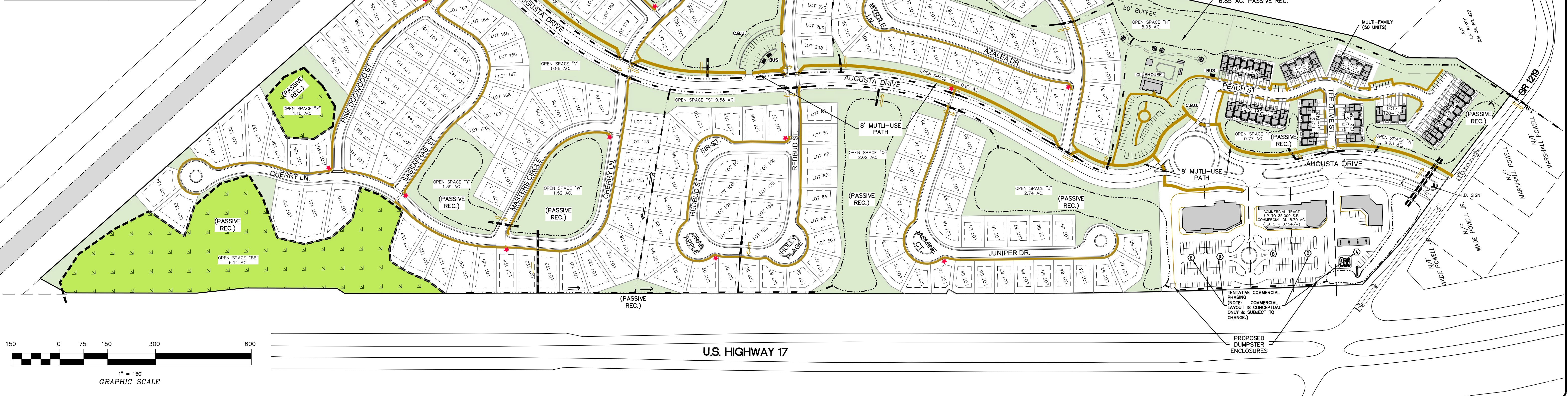
Packet Pg. 18

Development Summary (Northern Tract)		
TRACT/AREA	SQUARE FEET	ACRES/UNITS
OVERALL TRACT	5,436,588	124.83
OPEN SPACE	1,770,068	40.64
RIGHT-OF-WAY	1,302,110	29.89
DEVELOPED AREA	2,364,410	54.28
S.F. LOTS	6,500 - 15,978	285±
MULTIFAMILY		50±
TOTAL UNIT COUNT		335±

PHASING SCHEDULE						
Residential Development						
PHASE	AREA (AC.)	OPEN SPACE (AC.)	UNITS	DEVELOPMENT INTENSITY (D.U./A.C.)	EST. RECORDING YEAR	OTHER IMPROVEMENTS
1	42.5	13.9 +/-	129	3.04	2021	Main Entrance, Roundabout, Portion of Multi-use Path (M.U.P.), Bus Shelter, Mail Kiosk, Main drainage outlet
2	45.1	17.2 +/-	178	4.18	2022	Clubhouse, Pedestrian Connectivity, Additional Mail Kiosk, Bus Shelter, Canoe Launch, Continue M.U.P.
3	40.5	13.7 +/-	134	3.42	2023	
4	42.5	13.1 +/-	99	2.33	2024	
5	14.3	4.1 +/-	40	2.78	2025	
TOTAL	185	63.9 +/-	580	3.14		

Commercial Development						
PHASE	AREA (AC.)	OPEN SPACE (AC.)	COMM. S.F.	MAXIMUM COMM. FLOOR AREA RATIO	EST. CONST. YEAR	
A	1	0.2 +/-	7000 +/-	0.4	2024	
B	1.25	0.2 +/-	7000 +/-	0.4	2025	
C	1	0.1 +/-	7000 +/-	0.4	2027	
D	1.25	0.1 +/-	7000 +/-	0.4	2029	
E	1	0.2 +/-	7000 +/-	0.4	2031	

SURVEY LEGEND	
---	RIGHT-OF-WAY
---	PROPERTY BOUNDARY
---	ADJOINING PROPERTY LINE
---	EASEMENT LINE
---	CENTERLINE OF ROADWAY
●	SET IRON ROD
○	CALCULATED POINT
○	EXISTING IRON ROD
○	EXISTING IRON PIPE
○	EXISTING CONCRETE MONUMENT
N/F	NOW OR FORMERLY
TWP.	TOWNSHIP
P.C.	PLAT CABINET
SL	SLIDE
D.B.	DEED BOOK
M.B.	MAP BOOK
P.C.	PLAT
SQ.FT., SF, or S.F.	SQUARE FEET
M.B.L.	MAXIMUM BUILDING LINE
AC or AC.	ACRES
P/O	PART OF
TYP.	TYPICAL
N.T.S.	NOT TO SCALE
O.S.	OPEN SPACE
R/W	RIGHT-OF-WAY



LEGEND	
---	EXISTING DITCH CENTERLINE
---	EXISTING DITCH TOP OF BANK
---	EXISTING TREE LINE
---	PROPOSED SWALE W/ FLOW ARROW
---	PROPOSED SWALE HIGH POINT
---	FEMA FLOOD LINE
---	EXISTING 404 WETLANDS BOUNDARY
---	EXISTING 404 WETLANDS
---	EXISTING 1" CONTOUR
---	EXISTING 5" CONTOUR
---	EXISTING CULVERT
---	EXISTING UTILITY POLE
OHE	EXISTING OVERHEAD TRANSMISSION LINES
EWL	EXISTING WATER LINE
---	EXISTING FIRE HYDRANT
8WL	PROPOSED WATER LINE (SIZE AS NOTED)
---	PROPOSED FIRE HYDRANT ASSEMBLY
---	PROPOSED SIDEWALK
FM	PROPOSED FORCE MAIN SANITARY SEWER (SIZE AS NOTED)
SS	PROPOSED GRAVITY SANITARY SEWER (SIZE AS NOTED)
---	PROPOSED SANITARY SEWER MANHOLE
BOC	BACK OF CURB
EOP	EDGE OF PAVEMENT
---	PROPOSED CATCH BASIN
---	PROPOSED STREET LIGHT
---	PROPOSED STORM SEWER PIPE
---	PROPOSED EDGE OF WATER
---	PROPOSED BUS STOP SIGN

BISSELL PROFESSIONAL GROUP
 Engineers, Planners, Surveyors and Environmental Specialists
 1000 South Mills Landing, North Carolina 27514
 P.O. Box 1058, Cary, NC 27513
 Phone: (919) 461-1700 Fax: (919) 461-1760

MASTER PLAN & STORMWATER MANAGEMENT (NORTH TRACT)

SOUTH MILLS LANDING NORTH CAROLINA
 TOWN OF SOUTH MILLS CAMDEN COUNTY

PLANNED DEVELOPMENT

Attachment: 06-10-20_SouthMillsMasterPlan (2827 - South Mills Landing)

NO.	DATE	DESCRIPTION
1	06-10-20	PRELIMINARY
2	06-10-20	REVISED
3	06-10-20	REVISED

DATE: 1/29/20 SCALE: 1" = 150'
 DRAWN: BFK CHECKED: MSB
 SHEET: 3 OF 11
 CAD FILE: 453000MP2
 PROJECT NO: 4530

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

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DEVELOPMENT SUMMARY (SOUTHERN TRACT)

TRACT/AREA	SQUARE FEET	ACRES/UNITS
OVERALL TRACT	2,617,956	60.10
OPEN SPACE	1,015,431	23.31
RIGHT-OF-WAY	435,621	10.00
DEVELOPED AREA	1,166,904	26.79
S.F. LOTS	6,500 - 11,783	98±
MULTIFAMILY		147 UNITS
TOTAL UNIT COUNT		245±

LEGEND

---	EXISTING DITCH CENTERLINE
---	EXISTING DITCH TOP OF BANK
---	EXISTING TREE LINE
---	PROPOSED SWALE W/ FLOW ARROW
---	PROPOSED SWALE HIGH POINT
---	FEMA BOUNDARY LINE
---	EXISTING 404 WETLANDS BOUNDARY
---	EXISTING 404 WETLANDS
---	EXISTING 1' CONTOUR
---	EXISTING 5' CONTOUR
---	EXISTING CULVERT
---	EXISTING UTILITY POLE
---	EXISTING OVERHEAD TRANSMISSION LINES
---	EXISTING WATER LINE
---	EXISTING FIRE HYDRANT
---	PROPOSED WATER LINE (SIZE AS NOTED)
---	PROPOSED FIRE HYDRANT ASSEMBLY
---	PROPOSED SIDEWALK
---	PROPOSED FORCE MAIN SANITARY SEWER (SIZE AS NOTED)
---	PROPOSED GRAVITY SANITARY SEWER (SIZE AS NOTED)
---	PROPOSED SANITARY SEWER MANHOLE
---	BACK OF CURB
---	EDGE OF PAVEMENT
---	PROPOSED CATCH BASIN
---	PROPOSED STREET LIGHT
---	PROPOSED STORM SEWER PIPE
---	PROPOSED EDGE OF WATER

SURVEY LEGEND

---	RIGHT-OF-WAY
---	PROPERTY BOUNDARY
---	ADJOINING PROPERTY LINE
---	EASEMENT LINE
---	CENTERLINE OF ROADWAY
●	SET IRON ROD
○	CALCULATED POINT
○	EXISTING IRON ROD
○	EXISTING IRON PIPE
□	EXISTING CONCRETE MONUMENT
N/F	NOW OR FORMERLY
TWP.	TOWNSHIP
P.C.	PLAT CABINET
SL.	SLIDE
D.B.	DEED BOOK
M.B.	MAP BOOK
PG.	PAGE
SQ.FT., SF., or S.F.	SQUARE FEET
M.B.L.	MAXIMUM BUILDING LINE
AC. or AC.	ACRES
P/O	PART OF
TYP.	TYPICAL
N.T.S.	NOT TO SCALE
O.S.	OPEN SPACE
R/W	RIGHT-OF-WAY

BISSELL PROFESSIONAL GROUP
 Bissell Professional Group
 Firm License # C-056
 P.O. Box 1008
 23106 York, North Carolina 27149
 FAX (252) 381-1760

MASTER PLAN & STORMWATER MANAGEMENT (SOUTH TRACT)

SOUTH MILLS LANDING
 NORTH CAROLINA
 TOWN OF SOUTH MILLS
 CAMDEN COUNTY

PLANNED DEVELOPMENT

Attachment: 06-10-20_SouthMillsMasterPlan (2827 - South Mills Landing)

UNDEVELOPED, ENVIRONMENTALLY SENSITIVE AREA
 1,833,523 S.F.
 48.75 AC.
 (NOT A PART OF PD)

REVISIONS

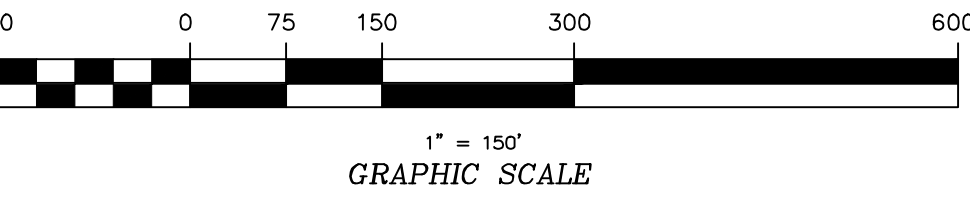
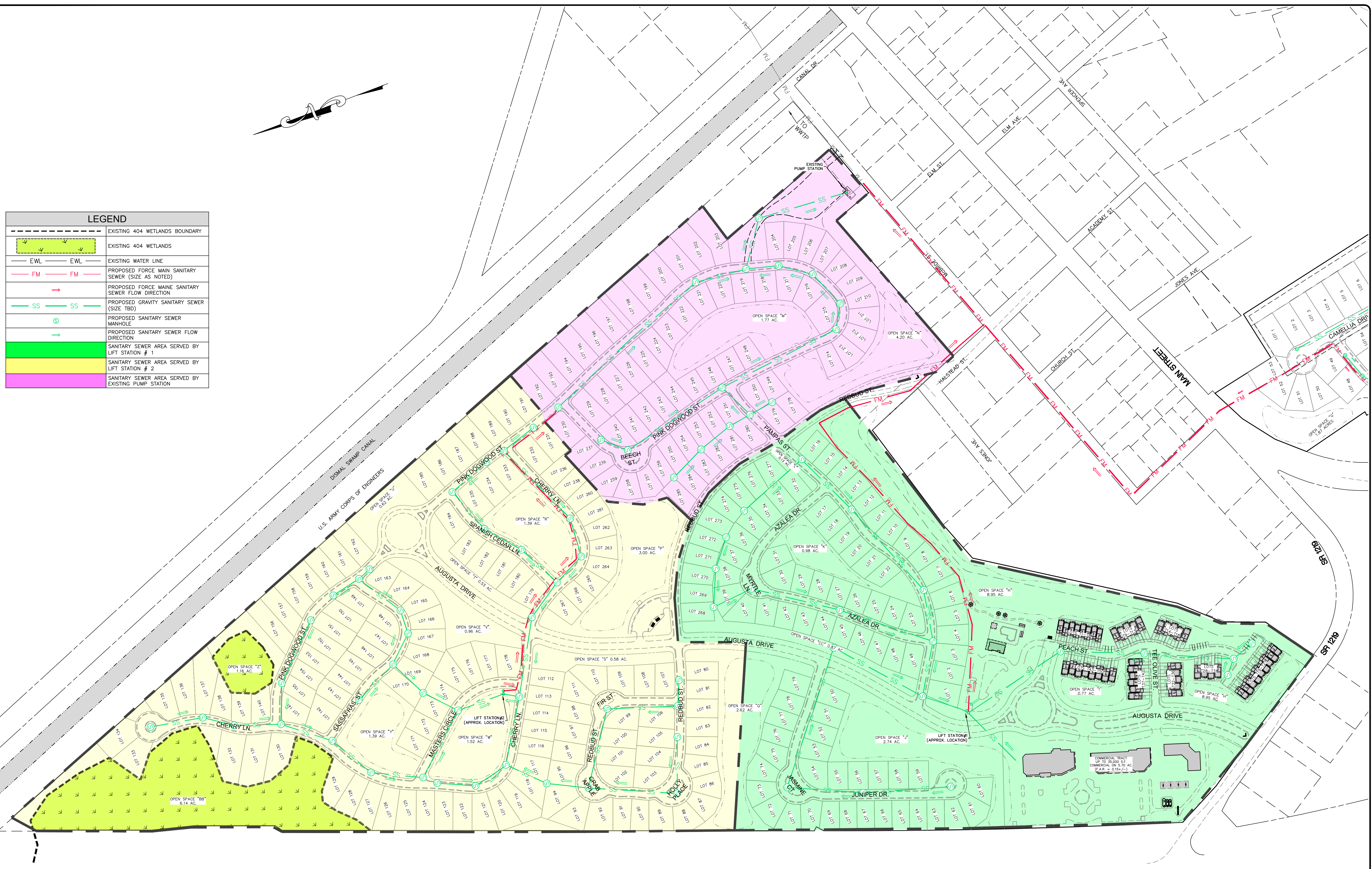
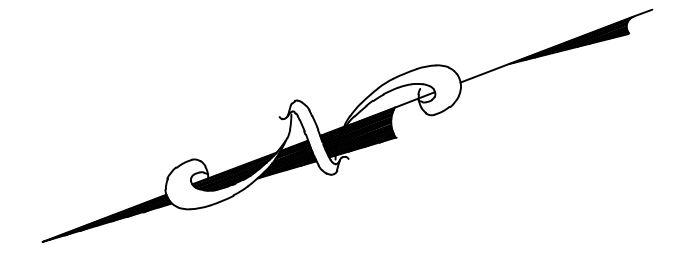
NO.	DATE	DESCRIPTION
1	06-10-20	ISSUED FOR PERMITTING
2	06-10-20	REVISIONS TO PERMITTING
3	06-10-20	REVISIONS TO PERMITTING

DATE: 1/29/20 SCALE: 1"=120'
 DRAWN: KFW CHECKED: MSB
 SHEET: 4 OF 11
 CAD FILE: 453000MP2
 PROJECT NO: 4530

PRELIMINARY
 DO NOT USE FOR CONSTRUCTION

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LEGEND	
	EXISTING 404 WETLANDS BOUNDARY
	EXISTING 404 WETLANDS
	EXISTING WATER LINE
	PROPOSED FORCE MAIN SANITARY SEWER (SIZE AS NOTED)
	PROPOSED FORCE MAIN SANITARY SEWER FLOW DIRECTION
	PROPOSED GRAVITY SANITARY SEWER (SIZE TBD)
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER FLOW DIRECTION
	SANITARY SEWER AREA SERVED BY LIFT STATION # 1
	SANITARY SEWER AREA SERVED BY LIFT STATION # 2
	SANITARY SEWER AREA SERVED BY EXISTING PUMP STATION



U.S. HIGHWAY 17

PROJECT: SOUTH MILLS LANDING NORTH CAROLINA CAMDEN COUNTY

TOWN OF SOUTH MILLS CAMDEN COUNTY

PROJECT: SOUTH MILLS LANDING NORTH CAROLINA CAMDEN COUNTY

TOWN OF SOUTH MILLS CAMDEN COUNTY

DATE: 1/29/20 SCALE: 1" = 150'

DESIGNED: BFG CHECKED: MSB

DRAWN: KFW APPROVED: BFG

SHEET: 5 OF 11

CAD FILE: 453000MP2

PROJECT NO: 4530

NO. DATE DESCRIPTION

1	02-07-20	Address, Trc, Comments
2	02-11-20	DOT, Turn, Layout
3	02-12-20	Final DOT, Comments, Schedule, I, P, R

REVISIONS

PRELIMINARY

DO NOT USE FOR CONSTRUCTION

PROJECT: SOUTH MILLS LANDING NORTH CAROLINA CAMDEN COUNTY

TOWN OF SOUTH MILLS CAMDEN COUNTY

PROJECT: SOUTH MILLS LANDING NORTH CAROLINA CAMDEN COUNTY

TOWN OF SOUTH MILLS CAMDEN COUNTY

PROJECT: SOUTH MILLS LANDING NORTH CAROLINA CAMDEN COUNTY

TOWN OF SOUTH MILLS CAMDEN COUNTY

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PROJECT: SOUTH MILLS LANDING NORTH CAROLINA CAMDEN COUNTY

TOWN OF SOUTH MILLS CAMDEN COUNTY

PROJECT: SOUTH MILLS LANDING NORTH CAROLINA CAMDEN COUNTY

TOWN OF SOUTH MILLS CAMDEN COUNTY

BISSELL
PROFESSIONAL GROUP
Engineers, Planners, Surveyors
and Environmental Specialists

Bissell Professional Group
Firm License # C-056
Professional Engineer
P.O. Box 1008
1000 Highway
Cary, North Carolina 27513
Tel: (919) 236-1700
Fax: (919) 236-1760

**LIFT STATIONS & GRAVITY
SEWER PLAN (NORTH TRACT)**

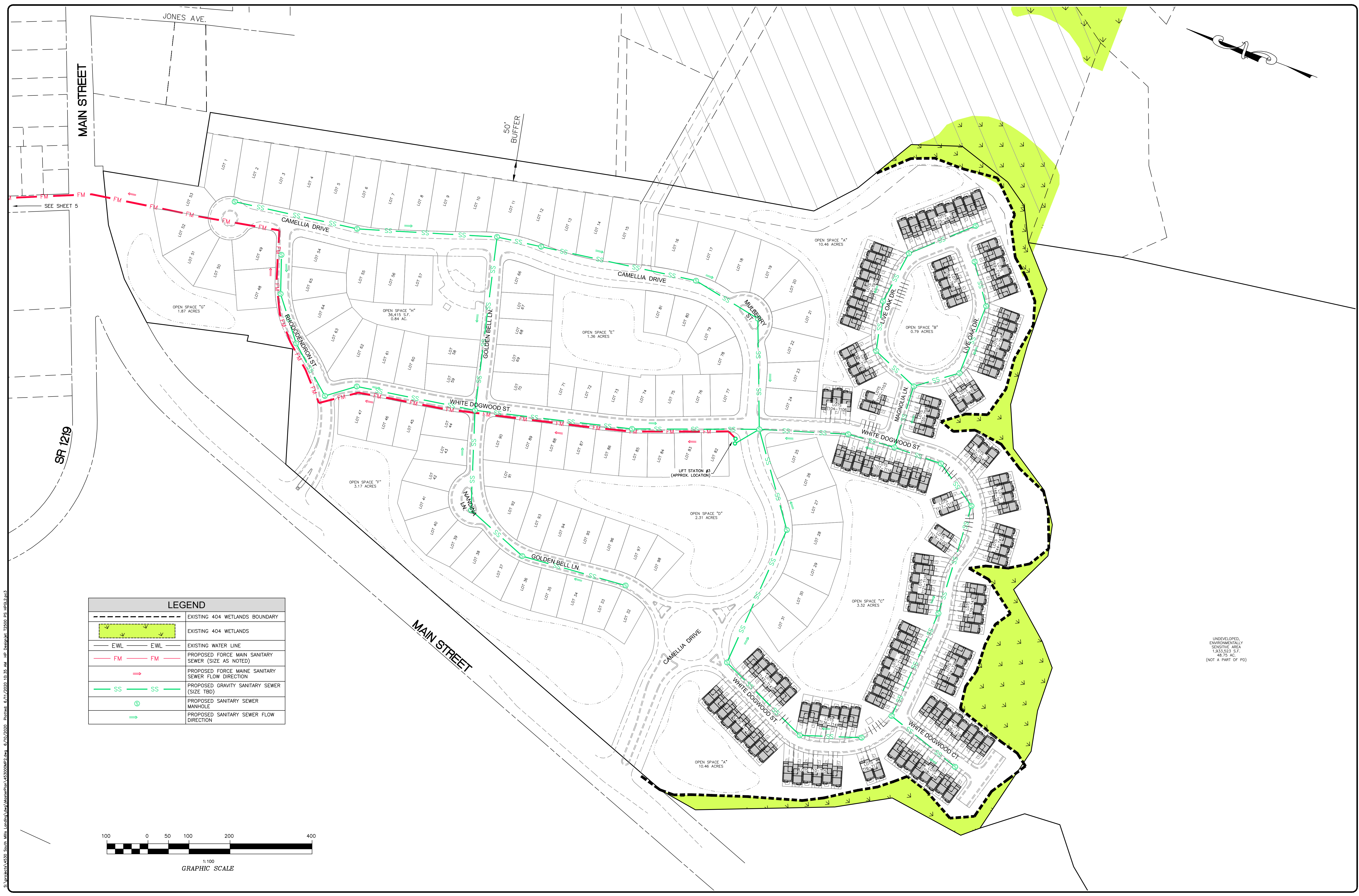
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SOUTH MILLS LANDING
NORTH CAROLINA
CAMDEN COUNTY

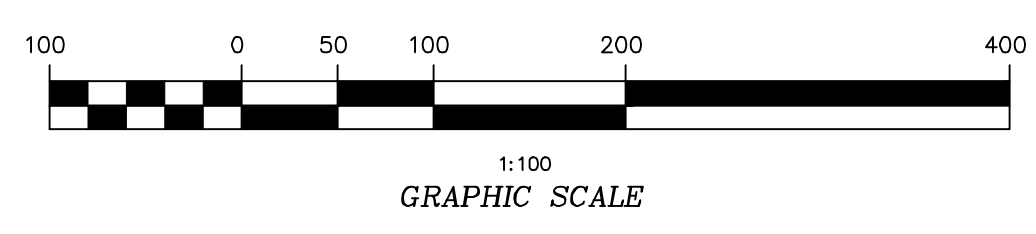
PLANNED DEVELOPMENT

Attachment: 06-10-20_SouthMillsMasterPlan (2827 - South Mills Landing)

Packet Pg. 21



LEGEND	
	EXISTING 404 WETLANDS BOUNDARY
	EXISTING 404 WETLANDS
	EXISTING WATER LINE
	PROPOSED FORCE MAIN SANITARY SEWER (SIZE AS NOTED)
	PROPOSED FORCE MAIN SANITARY SEWER FLOW DIRECTION
	PROPOSED GRAVITY SANITARY SEWER (SIZE TBD)
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER FLOW DIRECTION



UNDEVELOPED,
ENVIRONMENTALLY
SENSITIVE AREA
1,933,523 S.F.
48.76 AC.
(NOT A PART OF PD)

BISSELL
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and Environmental Specialists

Bissell Professional Group
Firm License # C-056
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Clemmons, North Carolina 27419
TEL: (252) 891-1700
FAX: (252) 281-1760

**LIFT STATION & GRAVITY
SEWER PLAN (SOUTH TRACT)**

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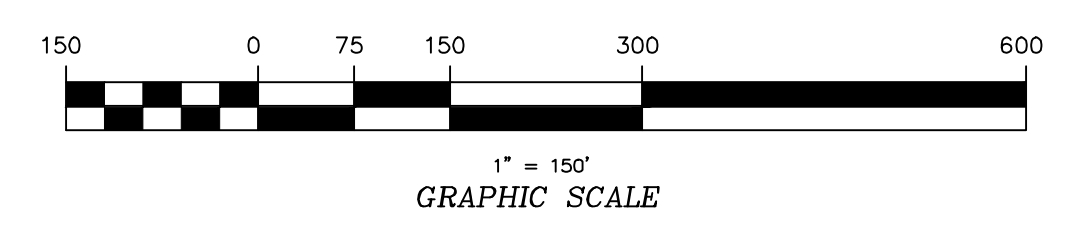
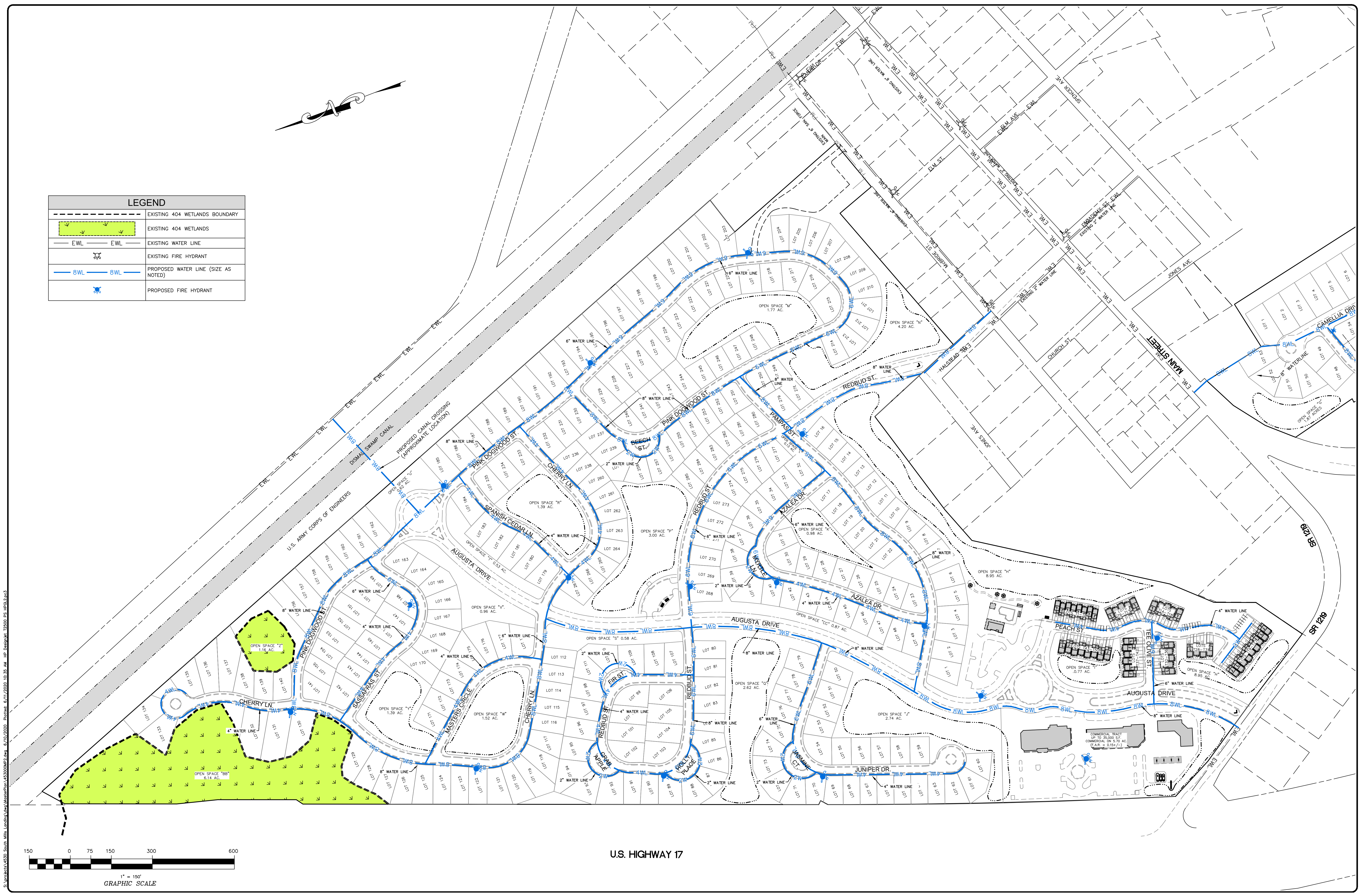
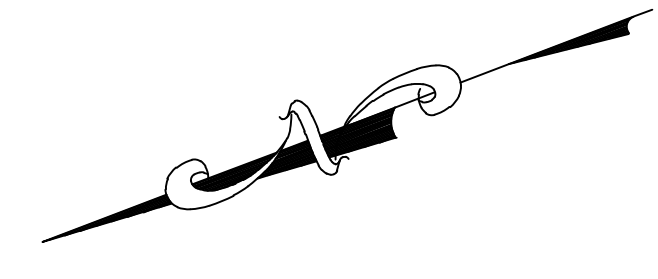
SOUTH MILLS LANDING
NORTH CAROLINA
TOWN OF SOUTH MILLS
CAMDEN COUNTY
PLANNED DEVELOPMENT

REVISIONS		
NO.	DATE	DESCRIPTION
1	01-29-20	Issue for Comments
2	02-11-20	Issue for Permit
3	02-12-20	Final Design

**PRELIMINARY
DO NOT USE FOR
CONSTRUCTION**

DATE: 01/29/20	SCALE: 1"=100'
DRAWN: BFG	CHECKED: MSB
APPROVED: BFG	
SHEET: 6 OF 11	
CAD FILE: 453000MP2	
PROJECT NO: 4530	

LEGEND	
	EXISTING 404 WETLANDS BOUNDARY
	EXISTING 404 WETLANDS
	EXISTING WATER LINE
	EXISTING FIRE HYDRANT
	PROPOSED WATER LINE (SIZE AS NOTED)
	PROPOSED FIRE HYDRANT



U.S. HIGHWAY 17

BISSELL
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 and Environmental Specialists

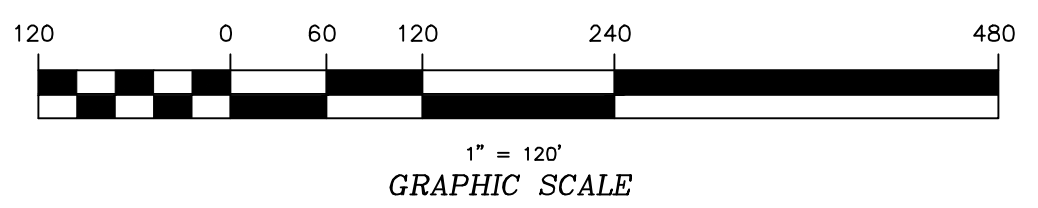
WATER MAIN EXTENSION & SERVICE PLAN (NORTH TRACT)
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SOUTH MILLS LANDING
 NORTH CAROLINA
 CAMDEN COUNTY
PLANNED DEVELOPMENT

NO.	DATE	DESCRIPTION
1	06-10-20	ISSUED FOR PERMIT
2	06-10-20	REVISED PER COMMENTS
3	06-10-20	REVISED PER COMMENTS
4	06-10-20	REVISED PER COMMENTS

PRELIMINARY
 DO NOT USE FOR CONSTRUCTION

DATE: 1/29/20	SCALE: 1" = 150'
DRAWN: BFG	CHECKED: MSB
DESIGNED: KFW	APPROVED: BFG
SHEET: 7	OF 11
CAD FILE: 453000MP2	PROJECT NO: 4530



LEGEND	
	EXISTING 404 WETLANDS BOUNDARY
	EXISTING 404 WETLANDS
	EXISTING WATER LINE
	EXISTING FIRE HYDRANT

UNDEVELOPED,
ENVIRONMENTALLY
SENSITIVE AREA
1,933,523 S.F.
48.76 AC.
(NOT A PART OF PD)

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD
1	01-29-20	Address, Trc, Comments	WLF	
2	02-11-20	DOT, Turn, Layout	KFW	
3	02-25-20	Final DOT, Comments & Schedule 1, Trc	BPG	

DATE: 01/29/20 SCALE: 1"=100'

DRAWN: BPG CHECKED: MSB

APPROVED: BPG

SHEET: 8 OF 11

CAD FILE: 453000MP2

PROJECT NO: 4530

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

PROJECT: **SOUTH MILLS LANDING**

TOWN OF SOUTH MILLS CAMDEN COUNTY

PROJECT: **WATER MAIN EXTENSION & SERVICE PLAN (SOUTH TRACT)**

NORTH CAROLINA

PROFESSIONAL GROUP

BISSELL

Engineers, Planners, Surveyors and Environmental Specialists

Bissell Professional Group
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P.O. Box 1008
1000 Highway
Cary, North Carolina 27519
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Fax: (919) 232-1160

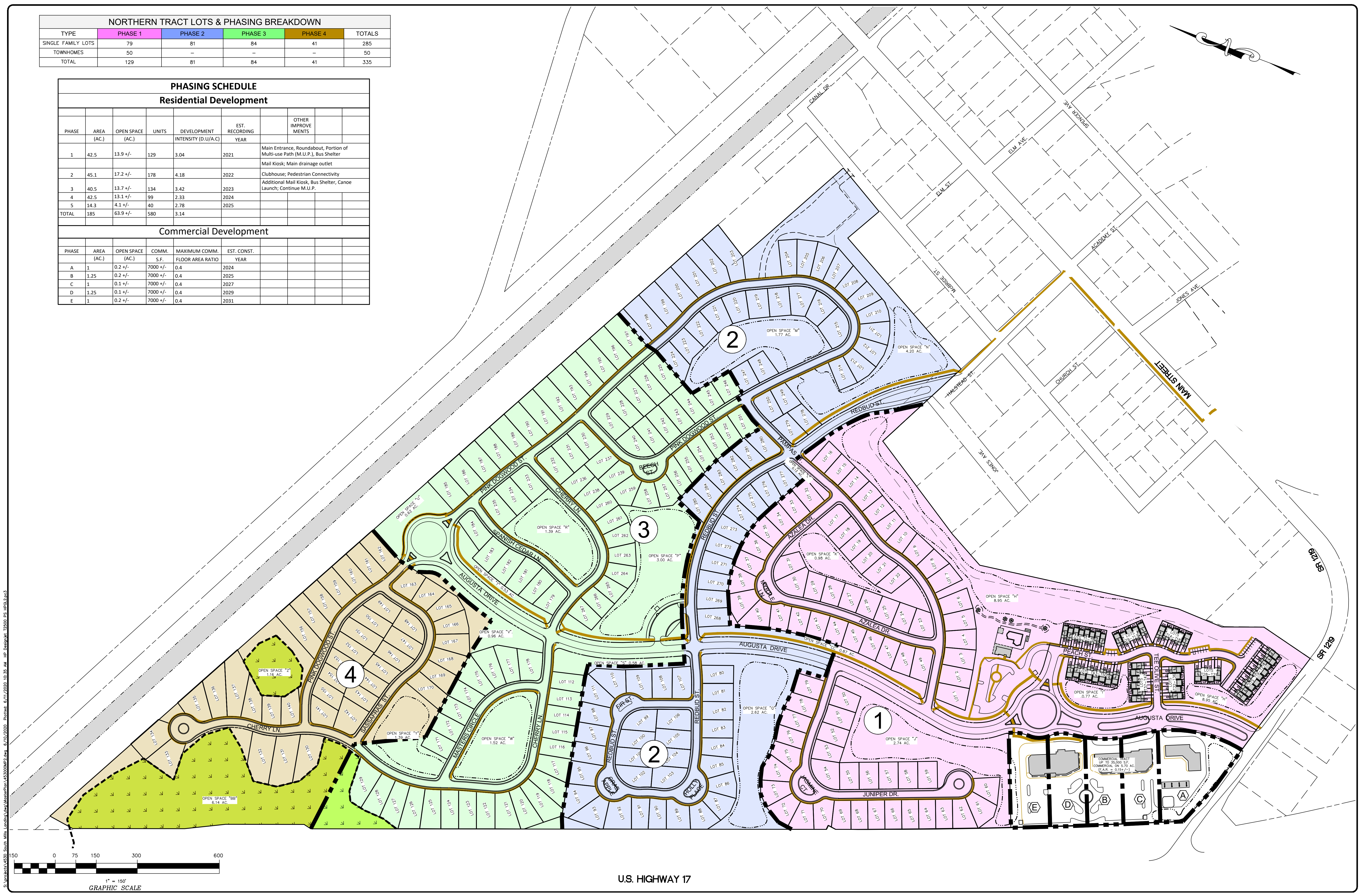
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Packet Pg. 24

NORTHERN TRACT LOTS & PHASING BREAKDOWN					
TYPE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	TOTALS
SINGLE FAMILY LOTS	79	81	84	41	285
TOWNHOMES	50	-	-	-	50
TOTAL	129	81	84	41	335

PHASING SCHEDULE						
Residential Development						
PHASE	AREA (AC.)	OPEN SPACE (AC.)	UNITS	DEVELOPMENT INTENSITY (D.U./A.C)	EST. RECORDING YEAR	OTHER IMPROVEMENTS
1	42.5	13.9 +/-	129	3.04	2021	Main Entrance, Roundabout, Portion of Multi-use Path (M.U.P.), Bus Shelter
2	45.1	17.2 +/-	178	4.18	2022	Mail Kiosk; Main drainage outlet
3	40.5	13.7 +/-	134	3.42	2023	Clubhouse; Pedestrian Connectivity
4	42.5	13.1 +/-	99	2.33	2024	Additional Mail Kiosk, Bus Shelter, Canoe Launch; Continue M.U.P.
5	14.3	4.1 +/-	40	2.78	2025	
TOTAL	185	63.9 +/-	580	3.14		

Commercial Development						
PHASE	AREA (AC.)	OPEN SPACE (AC.)	COMM. S.F.	MAXIMUM COMM. FLOOR AREA RATIO	EST. CONST. YEAR	
A	1	0.2 +/-	7000 +/-	0.4	2024	
B	1.25	0.2 +/-	7000 +/-	0.4	2025	
C	1	0.1 +/-	7000 +/-	0.4	2027	
D	1.25	0.1 +/-	7000 +/-	0.4	2029	
E	1	0.2 +/-	7000 +/-	0.4	2031	



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P.O. Box 1008
12300 York Road, North Carolina 27149
TEL: (252) 381-1760
FAX: (252) 381-1760

PHASING PLAN
(NORTH TRACT)

SOUTH MILLS LANDING
NORTH CAROLINA

TOWN OF SOUTH MILLS
CAMDEN COUNTY

PLANNED DEVELOPMENT

PROJECT NO. 4530

DATE: 1/29/20

SCALE: 1" = 150'

DESIGNED: BPG

CHECKED: MSB

DATE: 6/10/20

SCALE: 1" = 150'

DRAWN: KFW

APPROVED: BPG

DATE: 6/10/20

SCALE: 1" = 150'

SHEET: 9

OF: 11

DATE: 1/29/20

SCALE: 1" = 150'

CAD FILE: 453000MP2

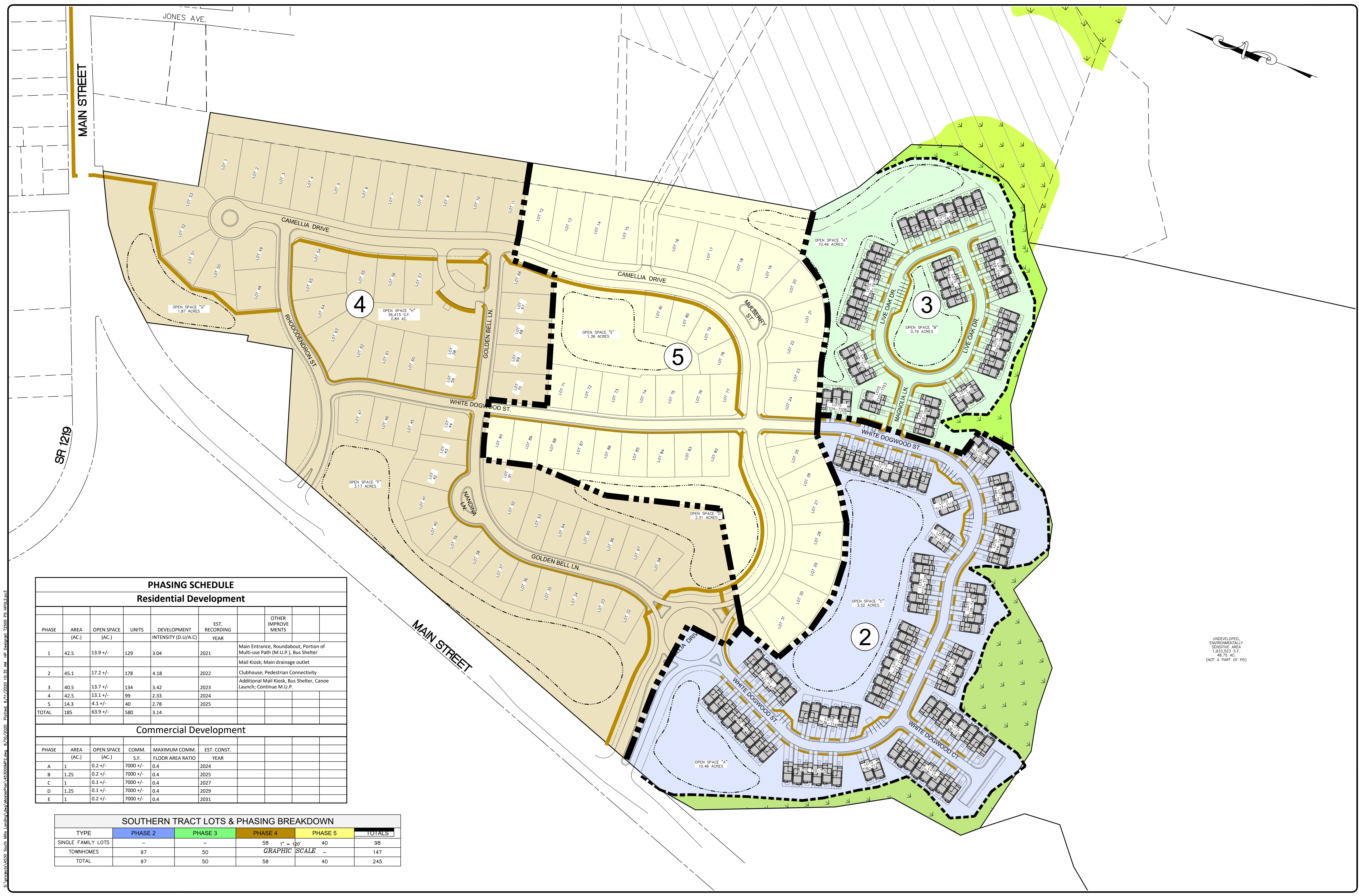
PROJECT NO: 4530

DATE: 6/10/20

SCALE: 1" = 150'

PRELIMINARY
DO NOT USE FOR
CONSTRUCTION

Attachment: 06-10-20_SouthMillsMasterPlan (2827 - South Mills Landing) Packet Pg. 25



PHASING SCHEDULE
Residential Development

PHASE	AREA (AC.)	OPEN SPACE (AC.)	UNITS	DEVELOPMENT INTENSITY (D.U./A.C.)	EST. RECORDING YEAR	OTHER IMPROVEMENTS
1	42.5	13.9 +/-	129	3.04	2021	Main Entrance, Roundabout, Portion of Multi-use Path (M.U.P.), Bus Shelter, Mail Kiosk, Main drainage outlet
2	45.1	17.2 +/-	178	4.18	2022	Clubhouse; Pedestrian Connectivity
3	40.5	13.7 +/-	134	3.42	2023	Additional Mail Kiosk, Bus Shelter, Canoe Launch; Continue M.U.P.
4	42.5	13.1 +/-	99	2.33	2024	
5	14.3	4.1 +/-	40	2.78	2025	
TOTAL	185	63.9 +/-	580	3.14		

Commercial Development

PHASE	AREA (AC.)	OPEN SPACE (AC.)	COMM. S.F.	MAXIMUM COMM. FLOOR AREA RATIO	EST. CONST. YEAR
A	1	0.2 +/-	7000 +/-	0.4	2024
B	1.25	0.2 +/-	7000 +/-	0.4	2025
C	1	0.1 +/-	7000 +/-	0.4	2027
D	1.25	0.1 +/-	7000 +/-	0.4	2029
E	1	0.2 +/-	7000 +/-	0.4	2031

SOUTHERN TRACT LOTS & PHASING BREAKDOWN

TYPE	PHASE 2	PHASE 3	PHASE 4	PHASE 5	TOTALS
SINGLE FAMILY LOTS	-	-	58	40	98
TOWNHOMES	97	50	GRAPHIC SCALE	-	147
TOTAL	97	50	58	40	245

BISSELL
PROFESSIONAL GROUP
Engineers, Planners, Surveyors and Environmental Specialists

PHASING PLAN (SOUTH TRACT)
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SOUTH MILLS LANDING
NORTH CAROLINA
TOWN OF SOUTH MILLS
CAMDEN COUNTY
PLANNED DEVELOPMENT

REVISIONS

NO.	DATE	DESCRIPTION
1	05-07-20	Initial Design
2	05-14-20	Address, Trc, Comments
3	05-20-20	Final Design
4	05-27-20	Final Design

PRELIMINARY
DO NOT USE FOR CONSTRUCTION

DATE: 01/29/20 SCALE: 1"=100'
DESIGNED: BFG CHECKED: MSB
DRAWN: KFW APPROVED: BFG
SHEET: 10 OF 11
CAD FILE: 453000MP2
PROJECT NO: 4530

S:\projects\4530_South Mills Landing\Map\453000MP2.dwg 6/10/2020 10:35 AM IP: 192.168.1.12500 PS: 4530_P2.dwg

Development Impact Statement

For

South Mills Landing

580-Unit Planned Unit Development

South Mills Township

OWNER/DEVELOPER

**South Mills Landing, LLC
4665 South Boulevard, Suite A
Virginia Beach, VA 23452**

Updated February 21, 2020

Attachment: Development Impact Statement updated 2-20-20 (2827 : South Mills Landing)

SOUTH MILLS LANDING

PART 1

PHYSICAL ANALYSIS

PHYSICAL ANALYSIS FOR SOUTH MILLS LANDING

Expected Housing Unit Types:

South Mills Landing will be a Planned Development (P.D.) with approximately 383 Single-family and 197 Multi-family dwellings to be situated within substantial community open space areas. There will also be about 5.5 acres of Commercial Development. Typical houses will range from 1800 to 2600 square feet. For the Townhomes, we anticipate square footage in the range of 1600 to 2000 square feet. The square footage numbers represent conditioned space. Houses will be a mixture of one- and two-story structures, and will typically have a minimum of two bathrooms and three to five bedrooms. Townhomes will be two- and three-story structures with three to four bedrooms and two to three bathrooms. Both housing types are expected to have garages. A mixture of modern-style upscale homes is anticipated, similar to the representative models that are presented on the following pages. Upgrades will be offered that include metal roofs and stone accents. (Note: The building examples are submitted as “expected” and “typical” but not necessarily binding as product will change with market conditions, changing design trends and depending on the ultimate composition of preferred builders in the community).

Projected Values:

The developer anticipates selling development phases to a preferred builder or builders, who will in turn develop the phases and then build out the development. The developer estimates at build-out, the P.D.’s total valuation will be in the range of 139.7 million to 154.2 million, as further shown in the fiscal impact section of this report.

Phasing of the Project:

The developer anticipates building the infrastructure in several phases. Erosion control and stormwater management facilities associated with each phase will be constructed at the beginning of the phase development, followed by site grading and roadway construction, and lastly, the addition of site amenities such as trails and landscaping. Based on a review of the history of other projects in the area, and on the expectations of the developer in the current housing market in the area, it is anticipated that the subdivision will build out in about 6 to 10 years. A tentative phasing plan is shown on the following page. Final phasing will largely depend on market conditions.



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PHASING SCHEDULE

Residential Development						
PHASE	APPROX.		UNITS	DEVELOPMENT INTENSITY (D.U./A.C.)	EST. RECORDING YEAR	OTHER IMPROVEMENTS
	AREA (AC.)	OPEN SPACE (AC.)				
1	42.5	13.9	129	3.04	2021	Main Entrance, Roundabout, Portion of Multi-use Path, Mail Kiosk; Main drainage outlet
2	45.1	17.2	178	4.18	2022	Clubhouse; Pedestrian Connectivity
3	40.5	13.7	134	3.42	2023	Additional Mail Kiosk, Canoe Launch; Continue M.U.P.
4	42.5	15.7	99	2.33	2024	Dog Park
5	14.3	4.1	41	2.25	2025	
TOTAL	185	64.6	580	3.14		

Commercial Development

PHASE	AREA (AC.)	OPEN SPACE (AC.)	COMM. S.F.	MAXIMUM COMM. FLOOR AREA RATIO	EST. CONST. YEAR
A	1	0.2 +/-	7000 +/-	0.2	2024
B	1.25	0.2 +/-	7000 +/-	0.2	2025
C	1	0.1 +/-	7000 +/-	0.2	2027
D	1.25	0.1 +/-	7000 +/-	0.2	2029
E	1	0.2 +/-	7000 +/-	0.2	2031

SOUTH MILLS LANDING

PART 2

MARKET ANALYSIS

HOUSING MARKET ANALYSIS FOR SOUTH MILLS LANDING

Market Area and Plan:

The primary target market will be two-fold. There appears to be a strong market of retirees who want to be in the Camden County and particularly the South Mills area of the county. Second, there is an opportunity to capture some of the “move-up” housing in the market for those who prefer the rural environment of northeastern North Carolina to what is offered in Tidewater Virginia. The developer plans, in concert with the preferred builder, to offer attractive and affordable builder packages in South Mills Landing.

Supply and Demand Considerations:

Camden County’s housing market has been in somewhat of a slump for the past several years, but there are now signs of increasing interest in new property ownership in the area. New residents not only bring income and wealth to the area, but they create the demand for housing – which brings construction jobs to the county. South Mills Landing is designed to provide an attractive upscale community with strict restrictive covenants for permanent residents of Camden County.

Development Profile:

South Mills Landing will be a development of well-coordinated single-family and multi-family dwellings. The project is anticipated to reach build out in approximately 6 to 10 years. Strict covenants and required approval of construction by an architectural review committee will ensure that the homes in South Mills Landing are upscale in design and size, with homes ranging from 1800 to 2600 square feet and townhomes ranging from 1600 to 2000 square feet. A clubhouse and other amenities will be provided, including a community trail system that will connect the open space areas for the enjoyment of the residents. The development’s design has homes interior to the development; vegetative screening will also increase the community’s overall aesthetic value. The preliminary development plan for this development is shown following the table of contents at the beginning of this report.

SOUTH MILLS LANDING

PART 3

ENVIRONMENTAL IMPACT

ENVIRONMENTAL IMPACT (WATER AND WASTEWATER)

South Mills Landing is designed to be a 381-Planned Unit Development with water supply to be provided by South Mills Water Association, and with each lot to be served by a connection to the Camden County Wastewater system. It is our understanding that there is currently capacity in that system to serve the first several phases of this development. There are existing waterlines on Main Street and Horseshoe road that will be tapped and looped through the subdivision to provide both potable water distribution and fire protection to the development.

Estimated Water Consumption and Sewage Disposal:

The basis of design for the wastewater systems for the houses in this development will be 120 gallons per day per bedroom, in accordance with state rules, with three and four bedrooms per dwelling. Since the subdivision will utilize South Mills water, the basic design flow for water per house will be 400 gallons, as prescribed by the NC Public Water Supply System. The basis of design for the water and sewer facilities for this project is therefore as follows:

Water: 580 Dwellings at 400 GPD/Dwelling = 232,000 GPD
Wastewater: 580 Dwellings at 3.75 BR average @ 120 GPD/BR = 261,000 GPD*

*The wastewater number is based on the NCDEQ standard allocation of 120 gallons per day per bedroom; actual consumption is expected to be much less and should not exceed 200 gallons per day per residence, so actual flows from the development at build-out are not expected to exceed 116,000 gallons per day, and likely will be substantially less than that.

Wastewater Collection:

A preliminary plan of gravity collection sewers and pump stations has been developed for South Mills Landing P.D., and is shown on the Master Plan for the development. The proposed wastewater collection system will be connected to the Camden system in a manner to be approved by the County.

Stormwater:

Collector swales and infiltration swales will be installed as needed along lot lines. A series of stormwater detention and retention ponds will be constructed to detain the difference between pre- and post-development runoff. The details of the stormwater plan will be designed in consultation with Camden County's Engineer and its stormwater regulations, as well as those promulgated by the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Resources.

Attachment: Development Impact Statement updated 2-20-20 (2827 : South Mills Landing)

SOUTH MILLS LANDING

PART 4

FISCAL ANALYSIS

FISCAL IMPACT STATEMENT
for
SOUTH MILLS LANDING

The following is a summary of the anticipated Fiscal Impact for South Mills Landing based on the current Master Plan that is being reviewed for P.D. approval:

A. Estimated Total Property Valuation at Build-out:

383 Single-family Homes @ \$262,500 (Average).....	\$100,537,500
197 Multi-family Dwellings @ \$212,500 (Average).....	\$ 41,862,500
35,000 sq.ft. of Commercial Development @\$120/sq.ft.....	\$ 4,200,000
 Estimated Total Value at Build-out.....	 \$146,600,000

B. Tax Revenue (Annual):

The positive operational impact on Camden County at full buildout is estimated to be as follows:

Ad Valorem Tax: .75/100 x \$146,600,000.....	\$1,099,500.
(Includes Fire Tax)	
 Total Estimated Annual Tax Revenue:.....	 \$1,099,500

C. Annual Fees:

Solid Waste Fee: \$75/yr. x 580 Properties.....	\$ 43,500/year
Stormwater Fee: \$10/yr. x 580 Properties.....	\$ 5,800/year (minimum)

D. Water and Sewer Fees

Water Fees (to South Mills Water Assoc.): 580 x \$5,000/Connection..	\$ 2,900,000
Sewer Fees (to Camden County):	
- Capacity Fees: 580 x \$7,400.....	\$ 4,292,000
- Connection Fees: 580 x \$3500.....	\$ 2,030,000
Total Sewer Fees:.....	\$ 6,322,000

E. Other Revenue Sources:

Transfer Taxes on Home Sales: 1.0% x \$142,400,000.....	\$ 1,424,000
Revenue Stamps: 0.2% x \$142,400,000.....	\$ 284,800
Subtotal:.....	\$ 1,708,800
 Development Review Fees: 580 Units @ \$400/unit.....	\$ 232,000
Stormwater Review Fees:.....	\$ 6,000 (minimum)
Building Permit Fees: 580 Homes @ 1,300/home (Average).....	\$ 754,000 (estimated)
Subtotal:.....	\$ 992,000
 Total, Estimated Other Revenue:.....	 \$ 2,720,800

Attachment: Development Impact Statement updated 2-20-20 (2827 : South Mills Landing)

SOUTH MILLS LANDING

PART 5

TRAFFIC IMPACT ANALYSIS

The Traffic Engineering firm VHB was contracted to provide a Traffic Impact Analysis, which has been provided under separate cover. The recommendations for the VHB report, as approved by NCDOT will be followed during the course of this development project.

TRAFFIC IMPACT ANALYSIS

South Mills Landing

South Mills, NC

PREPARED FOR

Reese Smith, Sr.
Managing Partner
South Mills, LLC
PO Box 9636
Chesapeake, VA 23321

PREPARED BY



VHB Engineering NC, P.C. (C-3705)
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919.829.0328

October 11th, 2019

Attachment: TIA Exec Summary (2827 : South Mills Landing)



Executive Summary

South Mills Landing, LLC plans to construct a residential development east of US 17 in South Mills, NC (Figure 1). The proposed development will be constructed on two different tracts of land. The northern site can be accessed via Horseshoe Road and Main Street (US 17 Business) and the southern site can only be accessed via Main Street (US 17 Business). In total, the development will consist of 387 single-family homes and 194 multifamily housing units (apartments or townhomes). The development is expected to be constructed by 2022.

Project Background

Based on the conceptual site plan (Figure 2), access to the development is proposed via four (4) vehicular access points. The following are the proposed access points:

- › Future Access #1: Full movement access on Horseshoe Road, approximately 400 feet east of US 17.
- › Future Access #2: Full movement access on Main Street (US 17 Business) via Halstead Street.
- › Future Access #3: Full movement access on Main Street (US 17 Business) at Horseshoe Road.
- › Future Access #4: Full movement access on Main Street (US 17 Business), approximately 1,600 feet northeast of US 17.

The following intersections are included in the study area and were analyzed, where applicable, for existing and future conditions:

- › US 17 at Main Street (US 17 Business)
- › US 17 at Horseshoe Road
- › Main Street (US 17 Business) at Horseshoe Road/Future Access #3
- › Main Street (US 17 Business) at Halstead Street/Future Access #2
- › US 17 Business at Main Street (SR 1241)
- › Horseshoe Road at Future Access #1
- › Main Street (US 17 Business) at Future Access #4

The analysis was performed under four (4) scenarios: Existing (2019), No-Build (2022), Build (2022), and Build (2022) with Improvements. The Existing (2019) scenario includes typical weekday AM and PM peak hour analysis based on turning movement count data collected in April 2019. The No-Build (2022) scenario includes existing traffic with a one percent (1%) annual growth rate applied between the base year (2019) and the build-out year (2022). The Build (2022) scenario includes No-Build (2022) volumes with the addition of site trips generated by the full build-out of the proposed development. Future conditions with the recommended improvements in place were analyzed in the Build (2022) with Improvements scenario.

Existing (2019) Conditions

Existing analyses were conducted based on current roadway geometrics and intersection turning movement counts collected in April 2019.

As reported in the Summary Level of Service (LOS) table on page vi, all stop-controlled approaches, except for one, operate at an acceptable level of service (i.e., LOS D or better) during both peak hours. The westbound stop-controlled approach at the intersection of US 17 and Horseshoe Road operates at LOS E during the PM peak hour with 38.0 seconds of delay per vehicle.

No-Build (2022) Conditions

An annual growth rate of one percent (1%) was applied to the existing traffic to account for the normal growth between the base year (2019) and the build year (2022).

One background project was identified within the study area that will be constructed by the build year (2022). The North Carolina Department of Transportation (NCDOT) is developing plans to install a two-phase signal at the intersection of US 17 and Main Street (US 17 Business). Multiple fatal crashes have taken place at this location over the previous six years, and the signal is being installed to attempt to improve safety conditions at the intersection.

As reported in the Summary Level of Service (LOS) table on page vi, the new traffic signal at the intersection of US 17 and Main Street (US 17 Business) operates at LOS A during both peak hours. All stop-controlled approaches, except for one, operate at an acceptable level of service during both peak hours. The westbound stop-controlled approach at the intersection of US

17 and Horseshoe Road maintains operations at LOS E during the PM peak hour with a projected 40.9 seconds of delay per vehicle.

Trip Generation and Assignment

Trip generation was conducted based on the most appropriate corresponding trip generation codes included in the *ITE Trip Generation Manual, 10th Edition* and the suggested method of calculation in the NCDOT's *"Rate vs. Equation" Spreadsheet*. The proposed South Mills Landing development is to consist of 387 single-family homes and 194 apartments/townhomes; ITE LUC 210 (Single-Family Detached Housing) and LUC 220 (Multifamily Housing (Low Rise)) were used based on the NCDOT guidance.

As a result, the proposed development is projected to generate 5,037 daily weekday site trips, with 370 trips (91 entering, 279 exiting) occurring in the AM peak hour and 479 trips (301 entering, 178 exiting) occurring in the PM peak hour. The generated site trips were distributed in accordance with the existing turning movement counts and land uses.

Build (2022) Conditions

The Build (2022) conditions account for both the No-Build (2022) traffic and the site traffic generated by the proposed development after the completion.

As shown on the Summary LOS table on page vi, with the addition of site trips, both stop-controlled approaches at the intersection of US 17 and Horseshoe Road deteriorate to LOS F during the PM peak hour. The eastbound approach along Horseshoe Road at US 17 deteriorates to LOS E during the AM peak hour. All other stop-controlled approaches, including the future access driveways, operate acceptably during both peak hours. The traffic signal at the intersection of US 17 and Main Street (US 17 Business) is projected to maintain operations at LOS A during both peak hours.

Roadway Improvement Recommendations

The site generated trips from the proposed development are expected to impact at least one of the study area intersections. Therefore, the following intersection improvements have been identified for the build-out of the development.

US 17 and Horseshoe Road

The eastbound and westbound stop-controlled approaches at this intersection are projected to operate at unacceptable levels of service during both peak hours with the development in place. The following should be considered to improve overall operations at the intersection:

- › Widen Horseshoe Road between US 17 and Future Access #1 to provide a new two-way left-turn lane. Stripe out at least 100 feet of storage for a new westbound left-turn lane at US 17.

- › Construct a westbound right-turn lane with at least 100 feet of storage.

The generated trips from the development are not expected to negatively affect operations at any of the four future access driveways. However, the following turn lane improvements at the site driveways should be considered to efficiently move traffic into and out of the development:

Horseshoe Road and Future Access #1

The stop-controlled approach along Future Access #1 is projected to operate at LOS A during both peak hours. The following is recommended for the Future Access #1 connection:

- › Construct Future Access #1 with a single ingress lane and single egress lane.
- › Stripe out at least 100 feet of storage within the new two-way left-turn lane along Horseshoe Road between US 17 and Future Access #1.

Main Street (US 17 Business) and Future Access #2/Halstead Street

The existing stop-controlled approach along Halstead Street is projected to maintain operations at LOS B during both peak hours with the development in place. No additional improvements are recommended at this location once Future Access #2 is connected to Halstead Street.

Main Street (US 17 Business) and Future Access #3

The stop-controlled approach along Future Access #3 is projected to operate at LOS B during both peak hours. The following is recommended for the Future Access #3 connection:

- › Construct Future Access #3 with a single ingress lane and single egress lane at the intersection of Main Street (US 17 Business) and Horseshoe Road.

Main Street (US 17 Business) and Future Access #4

The stop-controlled approach along Future Access #4 is projected to operate at LOS B during both peak hours. The following is recommended for the Future Access #4 connection:

- › Construct Future Access #4 with a single ingress lane and single egress lane.
- › Construct an exclusive southbound left-turn lane with at least 100 feet of storage and appropriate taper.

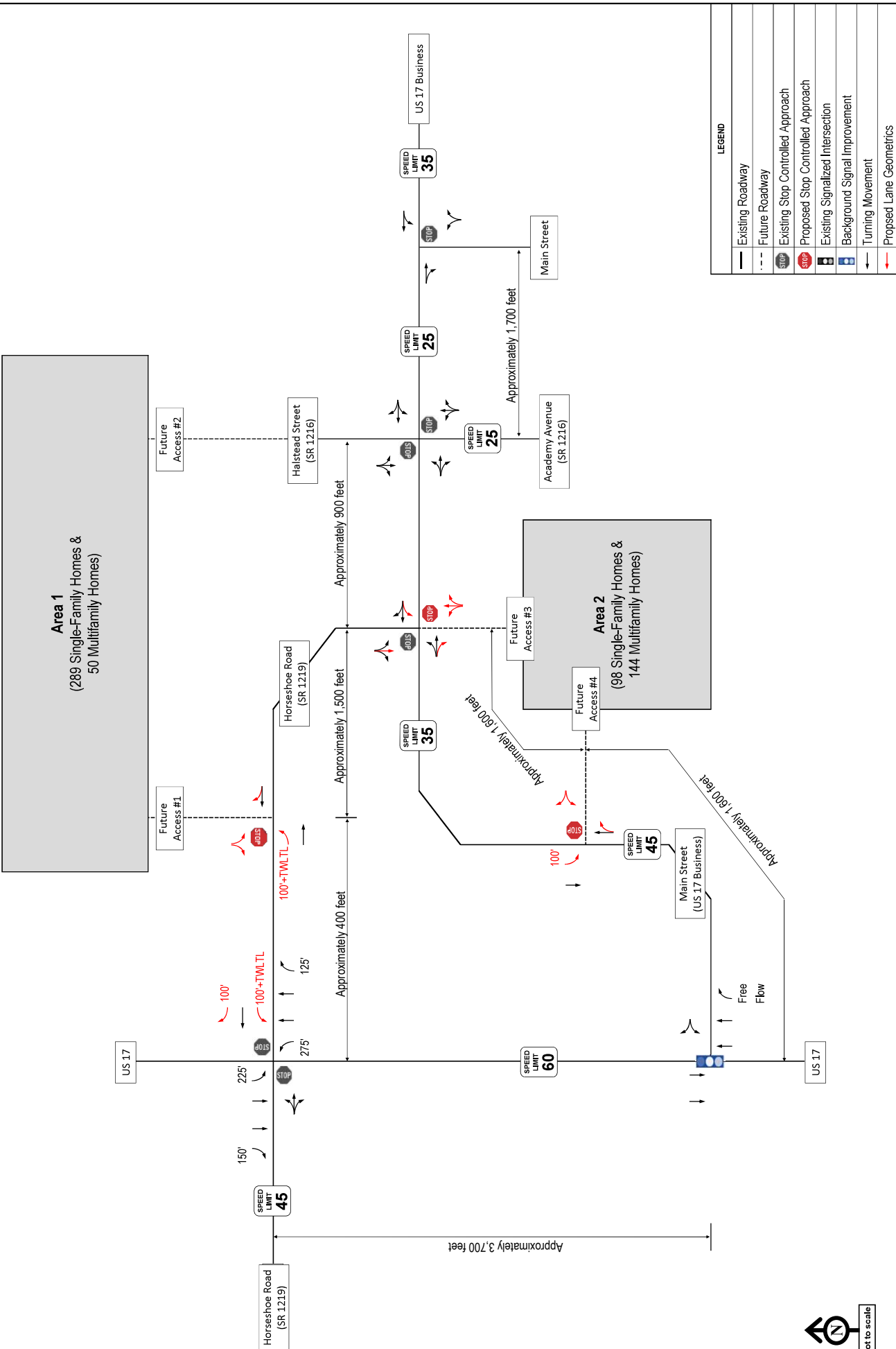
Table ES-1 Summary Level of Service Table

Intersection and Approach	Traffic Control	Existing (2019)		No-Build (2022)		Build (2022)		Build (2022) - With Improvements	
		AM	PM	AM	PM	AM	PM	AM	PM
US 17 at Main Street (US 17 Business)	Unsignalized	-	-	A (7.1 sec/veh)	A (8.1 sec/veh)	B (10.0 sec/veh)	A (9.2 sec/veh)	B (10.0 sec/veh)	A (9.2 sec/veh)
Westbound		B-12.3	B-11.7	B-13.6	B-12.2	B-15.0	B-13.1	B-15.0	B-13.1
Northbound		-	-	A-6.1	A-6.7	A-8.6	A-7.6	A-8.6	A-7.6
US 17 at Horseshoe Road	Unsignalized	-	-	-	-	-	-	-	-
Eastbound		C-19.8	C-24.1	C-20.3	D-25.4	E-38.1	F-50.0	E-38.1	F-50.0
Westbound		C-20.4	E-38.0	C-21.1	E-40.9	C-20.7	F-53.4	C-16.6	D-30.1
Main Street (US 17 Business) at Horseshoe Road/Future Access #3	Unsignalized	-	-	-	-	-	-	-	-
Northbound		-	-	B-10.2	B-10.4	B-11.2	B-12.3	B-11.2	B-12.3
Southbound		-	-	-	-	-	-	-	-
Main Street (US 17 Business) at Halstead Street/Academy Avenue/Future Access #2	Unsignalized	B-10.6	B-12.0	B-10.7	B-12.1	B-11.8	B-14.4	B-11.8	B-14.4
Northbound		B-10.6	B-11.5	B-10.7	B-11.6	B-10.1	B-11.4	B-10.1	B-11.4
Southbound		-	-	-	-	-	-	-	-
US 17 Business at Main Street	Unsignalized	A-9.7	B-10.5	A-9.7	B-10.6	B-10.0	B-11.0	B-10.0	B-11.0
Northbound		-	-	-	-	-	-	-	-
Southbound		-	-	-	-	A-9.5	A-9.8	A-9.5	A-9.8
Horseshoe Road at Future Access #1	Unsignalized	-	-	-	-	-	-	-	-
Northbound		-	-	-	-	-	-	-	-
Southbound		-	-	-	-	-	-	-	-
Main Street (US 17 Business) at Future Access #4	Unsignalized	-	-	-	-	-	-	-	-
Westbound		-	-	-	-	B-12.6	B-13.0	B-12.5	B-12.9

X (X sec/veh) = Overall intersection LOS (average delay), X-XX = Approach LOS and average delay

Figure ES
Build (2022) Lane Geometrics and Traffic Control

Attachment: TIA Exec Summary (2827 : South Mills Landing)



LEGEND

—	Existing Roadway
- - -	Future Roadway
STOP	Existing Stop Controlled Approach
STOP	Proposed Stop Controlled Approach
Signal	Existing Signalized Intersection
Signal	Background Signal Improvement
↔	Turning Movement
↔	Proposed Lane Geometrics



not to scale

Compatibility with Surrounding Area

The proposed use will not injure the value of adjoining or abutting lands and will be in harmony with the area in which it is located. The northern tract is abounded by US 17 to the northwest, by Joy's Creek Canal to the east, and by the South Mills Village core district to the south. A 50' vegetative buffer is being provided to adjacent residential development to the south.

The south tract is bounded to the north and west by Main Street and Main Street extension (US 17 Business) with residential development beyond to the west. To the east is residential development and farmland and to the south is undeveloped woodland and wetlands.

Compatible residential development is being proposed and there will be 50' buffers adjacent to existing residential development.

The applicant is not aware of any adverse impacts on land value in the surrounding area. The applicant anticipates that the proposed stormwater improvements will benefit the property values of the nearby community by improving existing drainage conditions.

The proposed use is compatible with the adjacent development and will further the county's goal of concentrating new residential development in the vicinity of existing development and where public utilities are readily available.

Lot sizes appear to be compatible with existing lots in the adjoining and near-by South Mills Village area.

CONSISTENCY WITH ADOPTED POLICY GUIDANCE

The use is consistent with the Camden County 2035 Comprehensive Land Use Plan policies addressing density, recreational and open space, transportation infrastructure, and utilities.

Community Vision Statement: The project is consistent with the following excerpt from the Camden County Community Vision Statement:

- “New development will be focused within targeted core areas to bring new life into established county villages and to efficiently use existing and plant infrastructure and public resources. New housing choices will be made available to serve young families and professionals and retirees.”

Density: The project is located within Village Mixed Use and Village Residential land use designations and proposes an overall density of 3.14 units per acre (2.53 dwelling units per acre including the adjacent 44 acre tract that is not being developed). The Village Mixed Use designation provides for between 3 and 14 dwelling units per acre, and the Village Residential envisions up to 3 dwelling units per acre. The proposed use will include residential development and village like clusters and will include open spaces surrounding the clusters, helping to prevent traditional suburban sprawl.

Stormwater: The applicant is placing significant stormwater management facilities on site to collect and manage stormwater. The applicant plans to model the 100 year storm event and to manage stormwater runoff from that event. This commitment will provide a public benefit by improving existing drainage conditions using private funds, reducing runoff from the site and reducing impacts to offsite drainage outlets.

The development is consistent with the following land use policies from the LUP:

Objective #1: Promote a Targeted Development Pattern: “Camden County will work with developers to encourage new residential and non-residential in a manner that is consistent with the county’s Future Land Use Plan,” including:

Action Strategy # 1: Promote Target Development through Rezoning.

“Promote targeted development, as identified by the Future Land Use map, through appropriate rezoning and development approvals,” and:

Action Strategy #6: Provide Public Water and Sewer in Targeted Development Areas.

“Support the extension of public water and wastewater service within targeted development Areas and discourage extension of these services outside of these areas.”

The development is consistent with LUP Objective #4: Ensure that New Development has a Positive Impact on the County Budget including:

Action Strategy #1: Promote Development Where Public Infrastructure Exists or Is Planned:

“Promote a targeted development pattern that focuses development in areas where public infrastructure and facilities are existing or planned, and away from areas where new systems would be needed to service new development.”

The proposal is consistent with Objective #5: Provide New Housing Choices including:

Action Strategy #2: New Zoning for Moderate and Higher Density Housing:

“Develop and adopt new housing districts to allow for moderate and higher density residential development within the core village areas as identified on the Future Land Use Plan map. Encourage the use of the Planned Unit Development zoning district for developments proposing higher density mixed-use development.”

The development is consistent with the following specific language from the Village Mixed Use Land Use Description:

- “This area includes new opportunities for moderate to higher density mixed use including residential, commercial and recreational uses. It includes...a proposed planned unit development north of Main Street in the South Mills core village area”, and:
- “Village Mixed-Use includes future areas for development of more dense residential neighborhoods that provide a diversity of housing types and housing options. Areas included single-family detached units, townhomes, duplexes, condominiums, apartments, senior housing, and other multi-family dwelling units. Housing densities should range from 3-14 dwelling units per acre. Development should fit the context of the most proximate core village area. Appropriate zoning for village mixed-use development includes the Planned Unit Development district.

The project is consistent with the following additional policies from the LUP:

1. The extension of public utilities within village residential areas in South Mills and Courthouse/Camden is appropriate. The village mixed-use area located in Shiloh is more appropriately serviced using a small package plant than public sanitary sewer.
2. Linkages should be made to provide vehicular, bicycle, and pedestrian access between residential neighborhoods and proximate commercial and recreational centers (The development is providing pedestrian connectivity to the South Mills Main Street area).
3. Recreational facilities provided in new residential developments should be designed to provide maximum access to properties in the development and should include passive and active recreational facilities, with emphasis on providing sidewalks and biking trails.
4. Stormwater management best practices should be used when designing residential developments to minimize flows and maintain water quality.

The development is consistent with Objective #5: New Residential Development to Assist in Development of Recreational Facilities. “Per the county’s zoning ordinance, new residential or mixed

use developments located in targeted areas should include recreational amenities. These standards should be improved to require appropriate bicycle and walking paths, and link to adjacent pathways as possible”, including:

Action Strategy #1: New Developments in Targeted Development Areas to Include Open Space and Recreational Facilities:

“Continue to require open space and recreational facilities as part of residential and mixed use Developments for developments within targeted development areas located in South Mills and Camden core village areas,” and:

Action Strategy #2: Update County Development Standards to Require Bicycle and Pedestrian Paths as Part of New Residential Development:

“Update the county’s Unified Development Ordinance to require the development of bicycle and walking paths as part of residential and mixed use developments of a certain size.”

The project will provide for sidewalks, greenways, and will have walking trails to encourage mobility by pedestrians and bicyclists. It also preserves a significant amount of open space and natural features throughout the development to promote recreation and preserve natural areas.

The development will also provide linkage to the South Mills Village core area.

The development is consistent with Objective #3: Create Better Connectivity and Accessibility within New Developments. “As new development occurs, the county should work with developers and adjacent property owners to create connections to the development site and internal connections within the site that are efficient and safe. Access to main roadways should be limited to reduce conflicts associated with vehicular turning movements.”

The developer has completed a Traffic Impact Analysis that recommends safe and efficient improvements to the limited roadway connections in a manner that is intended to reduce conflicts and provide safe vehicular turning movements.

The project is consistent with Objective #3: Promote Land Use Patterns that Efficiently Use Public Water and Sewer Services: “Camden County will promote a land development pattern that efficiently uses existing and planned public water and sewer services and that capitalizes on economic opportunities.”

This includes Action Strategy #1: Promote a Land Use Pattern that Utilizes Centralized Utility Systems:

“Promote and facilitate forms of development that will allow for more centralized and environmentally effective systems that will serve as the backbone for future growth.”

The project is also consistent with Objective #6: Identify Opportunities to Implement the Camden County Water and Sewer Master Plan: “Of particular consideration is the recommendation for provision of wastewater treatment at the South Camden Wastewater Treatment Plant in South Mills.”

In addition to the Camden County 2013 Comprehensive Land Use Plan, the project is consistent with several provisions of the South Mills Small Area Plan, including the following:

- “From the overall provision, the plans main goal is to transform South Mills Village into its own economically sustainable community, while also enticing families to pursue all of their daily activities within the Township. A Planned Unit Development with mixed residential and commercial uses should further the implantation of this goal.”
- “Densification via Sewer – Implications for Economy and Housing: With the construction of sewer lines within the South Mills core, there will be a greater potential for higher density commercial and multi-family residential developments. It is especially important to the South Mills Village Core to take advantage of what a sanitary sewer system has to offer, namely, the opportunity to bring in some density and place characteristics to the village and a more compact, efficient, walkable village form.”
- “Some smaller-scale multi-family residential development like townhouses may be appropriate within the community core, if appropriately designed and scaled to the village.”

The proposal is also consistent with the SAP goal of providing better street lighting. “Street lights will not only bring character to the Village Core (if pedestrian-scale lighting is installed) but add Village Core security at night.”

This development is also consistent with the following land use regulations identified in the Small Area Plan: “Specifically, this plan proposes several of the following changes:higher density permissions upon the extension of sewer.”

In summary, it appears the development proposal is consistent with many provision of both the Camden County 2035 Comprehensive Land Use plan and the South Mills Small Area Plan.

Date:

From: Technical Review Staff Camden Co. School Transportation Dept.
(Organization)

To: Camden County Planning Department

RE: South Mills Landing Planned Development Major Subdivision

Attached is a copy of the proposed Master/Preliminary Plan for South Mills Landing a 581 unit Planned Development located off Main Street and adjacent to Horseshoe Road and U.S. 17 in South Mills Township.

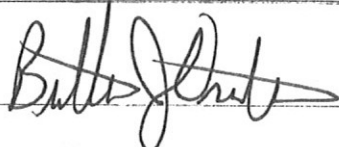
After you have reviewed the plans, please complete the section below and provide this memo with your comments to the Planning Department either at the meeting or prior to by either email (dparks@camdencountync.gov) or fax (252) 338-1603.

- Approved as is
- Reviewed with no comments.
- Approved with the following comments/recommendations:

CCS Transportation recommends 26 "Bus Stop School" sign and 3 additional shelters. Shelters shall be added to existing shelters on plans.

~~Disapproved with the following comments: (Provide factual evidence for denial)~~

Full build out will address ~~for~~ 4 to 6 additional school buses.

Name: Britton Overton Signature: 

Thank you for your prompt attention to this matter. If you have any questions, please call the Planning Department at (252) 338-1919 ext 232.

Attachment: TRCinput (2827 : South Mills Landing)

Date: 2.11.2020

From: Technical Review Staff Camden County Schools
(Organization)

To: Camden County Planning Department

RE: South Mills Landing Planned Development Major Subdivision

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After you have reviewed the plans, please complete the section below and provide this memo with your comments to the Planning Department either at the meeting or prior to by either email (dparks@camdencountync.gov) or fax (252) 338-1603.

Approved as is

Reviewed with no comments.

Approved with the following comments/recommendations:

Will there be money paid to the county for support of schools like is the case w/ Camden Plantation? If this subdivision adds

Disapproved with the following comments: (Provide factual evidence for denial)

Name: Joe Ferrell Signature: Joe Ferrell

Thank you for your prompt attention to this matter. If you have any questions, please call the Planning Department at (252) 338-1919 ext 232.

approximately 300 students (using the appropriate calculation formula), we are looking at 15-18 new classrooms across the school district and we simply do not have those spaces available.

Attachment: TRCinput (2827 : South Mills Landing)

Date: 2-5-2020

From: Technical Review Staff NCDEP - DIVISION OF COASTAL MANAGEMENT
(Organization)

To: Camden County Planning Department

RE: South Mills Landing Planned Development Major Subdivision

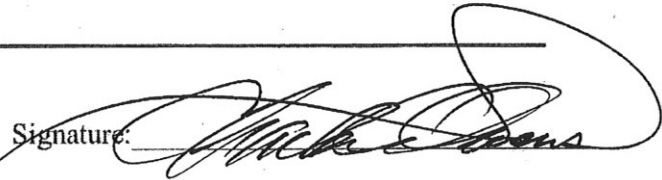
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- Approved as is
- Reviewed with no comments.
- Approved with the following comments/recommendations:

REVIEWED WITH COMMENTS. (SEE ATTACHED EMAIL)

Disapproved with the following comments: (Provide factual evidence for denial)

Name: CHARLEN OWENS Signature: 

Thank you for your prompt attention to this matter. If you have any questions, please call the Planning Department at (252) 338-1919 ext 232.

Attachment: TRCinput (2827 : South Mills Landing)

Date: 2/13/20

From: Technical Review Staff South Camden WFS District
(Organization)

To: Camden County Planning Department

RE: South Mills Landing Planned Development Major Subdivision

Attached is a copy of the proposed Master/Preliminary Plan for South Mills Landing a 581 unit Planned Development located off Main Street and adjacent to Horseshoe Road and U.S. 17 in South Mills Township.

After you have reviewed the plans, please complete the section below and provide this memo with your comments to the Planning Department either at the meeting or prior to by either email (dparks@camdencountync.gov) or fax (252) 338-1603.

Approved as is

Reviewed with no comments.

Approved with the following comments/recommendations:

see attached

Disapproved with the following comments: (Provide factual evidence for denial)

Name: David Credle Signature: David Credle

Thank you for your prompt attention to this matter. If you have any questions, please call the Planning Department at (252) 338-1919 ext 232.

Attachment: TRCinput (2827 : South Mills Landing)

2/13/20

South Camden Water & Sewer District

Comments on South Mills Landing Subdivision

Sewer capacity, about 60,000 gallons per day, is available at this time. No guarantee that sewer capacity will be available for this project until capacity has been purchased. Mark Bissell said that he expected the connection fees to pay for future capacity needs at the wastewater treatment plant and disposal.

I have reviewed the preliminary sewer plans and have the following concerns: The elevation of this property causes flooding in heavy rain events. With the use of gravity sewer this would mean the manholes, cleanouts and possible pump stations could also be over whelmed with flood water.

The collection piping is shown in the middle of the road, Camden is not equipped to work in the road or handle the removal and replacement of roadways. Some collection piping is shown between the back yards of homes, this isn't acceptable because of fencing and storage building being installed that will block access for maintenance and repair work.

Date: 2/12/2020

From: Technical Review Staff Soil & Water
(Organization)

To: Camden County Planning Department

RE: South Mills Landing Planned Development Major Subdivision

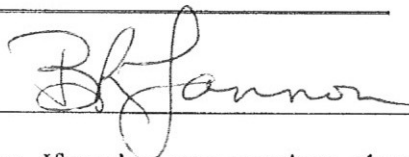
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- Approved as is
- Reviewed with no comments.
- ~~Approved~~ with the following comments/recommendations:

See attached.

Disapproved with the following comments: (Provide factual evidence for denial)

Name: Brian Lannon Signature: 

Thank you for your prompt attention to this matter. If you have any questions, please call the Planning Department at (252) 338-1919 ext 232.

Attachment: TRCinput (2827 : South Mills Landing)

South Mills Landing Planned Development Major Subdivision

Stormwater Management Master Plan –North Tract

Currently flooding occurs at the proposed entrance to the subdivision in the curve of Horseshoe road. This is a low spot in the road with stormwater crossing thru a culvert heading southwest toward the right-of-way underneath US 17. This outlet and drainage way will need to be maintained during and after construction of the proposed subdivision. The culvert going under US 17 needs to large enough to handle run-off from the entire area of the subdivision due to the high density of the units and infrastructure. There will be very little predicted infiltration on site. Storage capacity of the many ponds needs to be of sufficient quantity to handle regularly occurring rainfall events.

Water quality is also a concern. Aeration and water movement thru the pond system needs to prevent anaerobic conditions and chemical and nutrient pollution. Discharge and run-off from the subdivision should not contribute to the degradation of the Pasquotank River.

Recommend planting some trees around ponds for control of geese and aquatic weeds such as Alligatorweed.

South Tract

The proposed drainage outlet under Main St. and traveling to US17 right-of-way then north to the same culvert outlet that drains the north tract looks like it will need more capacity then there is currently. The drainage ditch on the east side of the tract may be an option for some drainage.

Also have the same water quality concerns and planting of trees recommendation for the south tract.

Date: 2-11-2020

From: Technical Review Staff South Mills Vol. Fire Dept.
(Organization)

To: Camden County Planning Department

RE: South Mills Landing Planned Development Major Subdivision

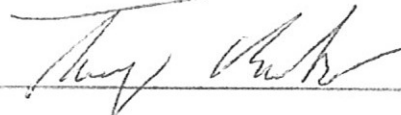
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- Approved as is
- Reviewed with no comments.
- Approved with the following comments/recommendations:

Disapproved with the following comments: (Provide factual evidence for denial)

Lack of Supporting Infrastructure
See Letter for details

Name: Tommy Banks Signature: 

Thank you for your prompt attention to this matter. If you have any questions, please call the Planning Department at (252) 338-1919 ext 232.

Attachment: TRCinput (2827 : South Mills Landing)



South Mills Volunteer Fire Department
127 Keeter Barn Road
PO Box 24
South Mills, NC 27976
(252) 771-2772

February 11, 2020

Camden County Planning Board & Camden County Commissioners:

Thank you for the opportunity to attend and provide feedback on the proposed South Mills Landing Project during today's meeting. As I shared during the technical review meeting, I do have concerns regarding my department's ability to provide adequate fire protection for this development as it is planned. I take very seriously my roles and responsibilities involving protection of the public as well as members of our department.

My primary concern is that of water supply needed to safely conduct fire ground operations during structural fire-fighting activities. It is difficult to obtain the amount of fire flow through municipal water sources for protection of our current residents. The plan for adding more than 500 additional structures will only compound that issue. Our recent inspection by the North Carolina Office of State Fire Marshal again highlighted the potential life safety and financial impacts this lack of reliable fire flow poses to our jurisdiction.

In addition, while the plan for construction includes high density developments, there is no plan to address the needed water supply for fire flow in these types of buildings. Structure fires in high density developments are known to spread rapidly from structure to structure and are very challenging, even for full-time, career-level fire departments in established metropolitan areas. While we have a great

department, excellent, well-trained volunteers, and have demonstrated the ability to obtain good insurance ratings, the lack of fire flow places our department's members and the general public at risk.

A secondary concern we share is that of flooding in the "Village", in particular along Horseshoe Road adjacent to the planned development. Following Hurricane Matthew in the fall of 2016, the section of this road between Main Street and Highway 17 remained impassible to most personal vehicles. We are concerned that this development will create a situation similar to that which we have experienced in other parts of our jurisdiction where the fire department spent several hours daily over the course of multiple days providing assistance to isolated residents. As a volunteer department, it is very difficult to provide manpower coverage to provide this level of service.

Finally, a related public safety concern we have is that of emergency medical services coverage. Currently, paramedic-level medical assistance is only scheduled for 12 hours each day out of our station. Often, the medic unit is directed to provide backup coverage to southern Camden County or in neighboring Pasquotank County. We believe Camden County should work to further establish consistent pre-hospital medical coverage to further support the *existing* residents.

The South Mills Volunteer Fire Department is asking that this development not be approved until the concerns expressed above have been addressed. Again, thank you for the opportunity to provide this feedback. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Tommy Banks, Chief
South Mills Volunteer Fire Department
252-202-1027

mailed out
3/10/2020

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

March 4, 2020

Mr. Herbert T. Mullen, Jr.
101 East Elizabeth St.
Elizabeth City, NC 27909

RE: South Mills Landing, LLC

Dear Mr. Mullen:

This responds to your request for confirmation that South Mills Water Association (Association) will allocate water to South Mills Landing (Development). The Board of Directors has approved allocation of water to the Development subject to the conditions set forth in this letter.

The Association is committed treating all of its members fairly in a manner consistent with the Association's Water Line Construction Rules and Regulations for Developer (the "Rules") and other applicable policies and regulations. Based on our review of the Rules, the Development is subject to our developer Rules.

Therefore, the Association confirms allocation of water to 129 units of the Development's Phase 1 with the following conditions:

1. The Association is able to provide the water to the Development from its regular sources.
2. The connection tap fee for all 129 units is paid up front before any connection to the Association's system will be allowed.
3. The Development will cover all expenses related to the Association's costs associated with constructing a new water line across the Dismal Swamp Canal.

Attachment: TRCinput (2827 : South Mills Landing)

- 4. The Development provides the Association proof that the three wells located within or adjacent to the Development have been properly abandoned and recorded as abandoned.
- 5. Any relocation of the former Union Camp right-of-way within the Development does not disrupt or otherwise interfere with the Association's system. Any expenses incurred by the Association related to the relocation will be paid by the Development and any relocated easements in favor of the Association must be properly recorded to the satisfaction of the Association.

This allocation of water is effective March 4, 2020 and expires on March 3, 2021. If the tap fees are not paid by the expiration date, the Association will not provide the water. The Development may apply for an additional one-year term no earlier than December 3, 2020.

This allocation letter supersedes all prior discussions or documents related the Development's water allocation.

Sincerely,

[Handwritten Signature]
Chairman

ND: 4851-2477-2278, v. 1

Attachment: TRCinput (2827 : South Mills Landing)

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

ELIZABETH CITY, NC 27909

Postage	\$3.55	
Certified Fee	\$2.85	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.40	

0478
55
Postmark Here
03/10/2020

Sent To: Herbert T mullen Jr
 Street, Apt. No.; or PO Box No. 101 E. Elizabeth St
 City, State, ZIP+4 ELIZABETH NC 27909

Date: February 4, 2020

From: Technical Review Staff Camden Sheriff's Office
(Organization)

To: Camden County Planning Department

RE: South Mills Landing Planned Development Major Subdivision

Attached is a copy of the proposed Master/Preliminary Plan for South Mills Landing a 581 unit Planned Development located off Main Street and adjacent to Horseshoe Road and U.S. 17 in South Mills Township.


After you have reviewed the plans, please complete the section below and provide this memo with your comments to the Planning Department either at the meeting or prior to by either email (dparks@camdencountync.gov) or fax (252) 338-1603.

- Approved as is
- Reviewed with no comments.
- Approved with the following comments/recommendations:

Disapproved with the following comments: (Provide factual evidence for denial)

Without a guarantee from the Board of Commissioners to adequately fund this office with extra personnel

and equipment to meet the increased demands that this project will produce I cannot approve this action at this time.

Name: J. Kevin Jones Signature: 

Thank you for your prompt attention to this matter. If you have any questions, please call the Planning Department at (252) 338-1919 ext 232.

Attachment: TRCinput (2827 : South Mills Landing)

Amber Curling

From: Dan Porter <dporter@camdencountync.gov>
Sent: Tuesday, February 11, 2020 3:41 PM
To: Dave Parks
Subject: FW: Technical Review Committee Meeting

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: Kevin Jones [<mailto:kjones@camdencountync.gov>]
Sent: Tuesday, February 11, 2020 3:13 PM
To: Dan Porter
Cc: Brandon Henderson
Subject: Technical Review Committee Meeting

Mr. Porter, I would like to apologize for not attending the meeting this morning, I had full intention of doing so, however we had an incident at the Sheriff's office this morning between a landlord and a former tenant that took my full attention and I completely forgot about the meeting. With that being said, I submitted the sheet you requested by email to your office about an hour ago, I hope you received same. I oppose this subdivision, as well as any other subdivision being planned until our county's infrastructure is up to par to handle the increased demand that projects like this will impose. Speaking just for the Sheriff's Office, I oppose this subdivision or others until this offices' infrastructure is adequate to handle the extra demand. We are at maximum capacity in terms of the call volume we now receive with our existing personnel and the current population we serve. A 581 unit subdivision could be devastating to our efficiency in providing adequate law enforcement response to our future citizens and current citizens. Please take my concerns about our county's safety when considering to go forward with this project. If you did not receive the sheet I sent you, please let me know and I will hand deliver. Thank you for what you do and if you have any questions, don't hesitate to call me. Thanks...Kevin.

Attachment: TRCinput (2827 : South Mills Landing)

Dan Porter

From: Cox <greg316@cox.net>
Sent: Thursday, May 07, 2020 6:19 AM
To: Dan Porter
Subject: [External] Re: [External] Fwd: South Mills Landing - 10-yr Model Continuity Error

Good morning

Andy has a model of the existing conditions. He has not submitted anything else. The proposed conditions will be challenging. I do not know how they proposed to show that development doesn't increase runoff.

Greg

Sent from my iPad

On May 6, 2020, at 4:59 PM, Dan Porter <dporter@camdencountync.gov> wrote:

AND???

Do we have enough information to proceed to consider the preliminary plat so they can tackle the plan and lost development conditions.

Dan B. Porter, Planning Director
 Camden County
 PO Box 74
 117 NC Hwy 343 North
 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: Cox [<mailto:greg316@cox.net>]
Sent: Tuesday, May 05, 2020 6:12 AM
To: Dan. 263 Porter
Subject: [External] Fwd: South Mills Landing - 10-yr Model Continuity Error

Sent from my iPad

Begin forwarded message:

From: David Deel <dadeeleng@gmail.com>
Date: May 4, 2020 at 7:58:32 PM EDT
To: Greg <greg316@cox.net>
Subject: Re: South Mills Landing - 10-yr Model Continuity Error

Thanks!

Sent from my iPhone

On May 4, 2020, at 3:36 PM, Greg <greg316@cox.net> wrote:

Pack it in

Sent from my iPhone

On May 4, 2020, at 2:34 PM, David Deel
 <dadeeleng@gmail.com> wrote:

Greg;

I extended the time period so that the model would run for three days after the end of the rainfall event and my flow continuity error remains at 6.29% and the peak flow at Outfall 1 remains at 41.78 cfs

Thanks,
 Andy

On Mon, May 4, 2020 at 2:15 PM Greg
 <greg316@cox.net> wrote:

Okay. You've reported your efforts. One thing just hit me....allow the model to run two days beyond the the rain After that give up

Sent from my iPhone

> On May 4, 2020, at 1:28 PM, David Deel
 <dadeeleng@gmail.com> wrote:

>

>

> Greg;

>

> Well... I have gone through the nodes with high instability indexes, modified inverts to maintain positive slopes, removed culverts, reconnected drainage areas downstream, replaced culverts with

Attachment: Stormwater comments (2827 : South Mills Landing)

open channels, replaced culverts with equivalent pipes, reduced my time step down to 0.067 seconds, etc. etc., etc.... I can't come up with a set of modifications that really moves that flow continuity error (it has stayed in the 5.9% - 7.1% range the entire time). My flow at the related outfall (link E001-Outfall1) has barely moved as I've made these changes (it has varied from 41.33 cfs to 41.78 cfs). I think I'm past that "spend a couple of hours on it" plan to see if I could pull it into the 1.0% range.

>
> -Andy
>
> --
> Deel Engineering, PLLC
> P.O. Box 3901
> Kill Devil Hills, NC 27948
> (252)202-3803

--
Deel Engineering, PLLC
P.O. Box 3901
Kill Devil Hills, NC 27948
(252)202-3803



February 24, 2020

Mr. Dave Parks, CFM
Zoning Officer & Certified Floodplain Manager
Camden County
117 N. NC 343
Camden, NC 27921

RE: South Mills Landing Review Comments

Dear Dave,

We are submitting revised plats and plans of the proposed South Mills Landing Planned Development addressing TRC comments that we have received, as follows:

Planning Comments:

- a. The proposed open space has been labeled to designate active and passive recreational areas. The timing of construction is included in the proposed phasing schedule, and preliminary plans for the clubhouse and related amenity area are now included with the submittal.
- b. Regarding solid waste, for both the single and multi-family dwelling units, roll-out trash cans will be used with a private pick-up service. Tentative dumpster locations are being shown for the commercial area only.
- c. Development standards have been addressed as follows:
 - Visitor parking has been added for the townhome areas.
 - A combination of land dedication and fee in lieu for park and recreation improvements has been proposed (please refer to Public Facilities section of the draft Development Agreement).
 - A service entrance has been added on McBride Street to add the required third access point for the northern tract.
 - Existing overhead utilities have been removed from pages other than the existing conditions sheet.
- d. Concerning Administrative Manual 3.1.1:
 - The seal and signature will be provided once the plan has been approved and finalized.
 - Copies of boundary surveys of the tracts are included with this submittal.
 - We are providing a Development Impact Statement which includes the required physical and fiscal analyses.
 - The coversheet has been updated to eliminate North Carolina, LLC and to re-designate street addresses in connection with the north and south tracts.

- A development summary chart and setback summary have been added to the cover sheet.
 - The total open space is being shown, easement notes have been added, and the Corp of Engineers ownership has been added along the top of the bank of the canal.
- e. An additional legend has been added to clarify all of the symbology that is being used on the plans.

Soil and Water Comments:

- a. Regarding the Stormwater Management Plan, the site is being modeled and stormwater management facilities are being provided that will reduce the amount of water that is leaving the site post-development, compared to its current pre-development condition. The site is also being modeled for the 100 year storm event.
- b. Regarding off-site drainage conditions, the developer will provide downstream clearing and snagging to improve those drainageways where necessary to accommodate the site's runoff, subject to securing the right to access those areas.

Camden County School Transportation Department:

- a. Three additional bus shelters have been provided as requested.
- b. Twenty-six bus stop school signs are being provided as requested.

Camden Sheriff's Office:

- a. As indicated in the Fiscal Impact Analysis, the development is expected to generate over one million dollars in additional annual tax revenue and will generate over 2.7 million dollars in other revenue to Camden County, which is expected to off-set the cost of additional personnel and equipment that the Sheriff's department indicates are needed.

South Mills Volunteer Fire Department:

- a. To address the concern about available fire flow, the developer has agreed to construct a new water main to run under the Dismal Swamp Canal to provide looping that will provide redundancy, additional pressure and flow to improve the water system's fire-fighting capability. Additionally, the waterlines will be looped through the development, will be sized as required to provide needed fire flows, and water system modeling will be performed and provided at the Construction Drawing review stage for this development.

Camden County Schools:

- a. As indicated above, a fiscal impact analysis has been provided that shows significant revenues that are expected to be generated from this development to the benefit of Camden County.

Street Names:

- a. As requested, the name Cedar Lane has been changed to Spanish Cedar Lane. All other names have been approved and this should satisfy the one outstanding concern.

We are also providing copies of a Preliminary Plat, which shows all of the details of the roadway alignments and lot development in accordance with the Camden Unified Ordinance Development.

As suggested, we have prepared a draft of a proposed Development Agreement for review in connection with the Master Plan and Preliminary Plat. The Development Agreement outlines the responsibilities of the parties and is intended to govern the development over a ten year period.

We look forward to receiving your comments regarding the outline of the Development Agreement that has been provided, and we can fine tune it as we receive your input as the review process continues.

Finally, a Development Impact Statement is included which covers the physical analysis, market analysis, environment impact summary and fiscal analysis based on the final Master Plan.

We appreciate your assistance and look forward to continuing the review as we move toward the upcoming Planning Board hearing.

Sincerely,
BISSELL PROFESSIONAL GROUP



Mark S. Bissell, P.E.

Cc: Mr. Reese Smith, Sr.
Mr. Reese Smith, Jr.

ORDINANCE NO. 2020-09-01
Adopted by the Camden County Board of Commissioners
September 8, 2020

STATE OF NORTH CAROLINA
COUNTY OF CAMDEN

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Development Agreement") is made this ____ day of _____, 2020, by and between the County of Camden, a North Carolina County possessing the powers of a Unified Government pursuant to N.C.G.S. § 153A-471 (2010) existing under the laws of the State of North Carolina (the "County"), and South Mills Landing LLC, (SML) a North Carolina LLC, as the owner of the property subject to this Development Agreement, and as the developer of the property subject to this Development Agreement, (SML together with their successors and assigns).

WITNESSETH:

WHEREAS, SML owns a parcel of approximately three tracts totaling 233.68 acres (the "Property"), and more than twenty-five (25) acres of the Property is developable within the jurisdiction of the County. A legal description of the Property is attached hereto as **Exhibit A**; and

WHEREAS, SML intends to establish a large-scale mixed use community on the Property known as "South Mills Landing," which SML intends to be comprised of approximately 580 single family and town home lots, 5 acres of commercial space, a clubhouse and pool. The Master Plan and Preliminary Plat Cover Pages and representation of phasing schedule showing South Mills Landing is attached hereto as **Exhibit B**; Typical building elevations including a preliminary building plan and swimming pool for the proposed club house and recreation facility are included as **Exhibit C**. and the Development Schedule for South Mills Landing (the "Development Schedule") required by N.C.G.S. § 153A-349.6(b) is attached hereto as **Exhibit D**; and

WHEREAS, the County has rezoned the Property to a Planned Development ("PD") and as represented by **Exhibit B** has been submitted for approval by the County as a Master Plan pursuant to the County's land development regulations. SML and the County anticipate that South Mills Landing will be developed in multiple phases, extending over a period of years and requiring a long-term commitment of SML's resources, and will require the careful integration between public capital facilities planning, financing and construction schedules, as well as the phasing of South Mills Landing, to be successful from the County's and SML's standpoints; and

WHEREAS, South Mills Landing involves a substantial commitment of private capital by SML, which SML is unwilling to risk without sufficient assurances that development standards will remain stable through the extended phasing of South Mills Landing; and

WHEREAS, because of the type, size and location of South Mills Landing, the County and SML believe that the orderly completion of South Mills Landing will be difficult to accommodate through the County's traditional zoning processes alone; and

WHEREAS, the County finds that South Mills Landing is a development suitable to be planned and developed through a Development Agreement as permitted by Part 3A of Article 18 of Chapter 153A of the North Carolina General Statutes and that it is in the County's interests to enter into this Development Agreement because significant benefits to the County and its citizens will be realized as a result of this Development Agreement; and

WHEREAS, the County has published notices of and has held a public hearing concerning this Development Agreement as required by N.C.G.S. § 153A-349.5 (2010) and otherwise completed all steps, conditions and requirements necessary for the County Board of Commissioners to consider the adoption of this Development Agreement as permitted by law; and

WHEREAS, after holding the public hearing and carefully considering the terms and conditions of this Development Agreement, the County Board of Commissioners duly adopted this Development Agreement as an ordinance as required by N.C.G.S. § 153A-349.3 (2010) and directed its execution by the Chairman of the Board of Commissioners and attestation by the Clerk to the Board.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, and pursuant to North Carolina law, including N.C.G.S. § 153A-349.1 (2010) *et seq.*, the County and SML agree as follows:

1. **Effective Date.**

The Effective Date is the date this Development Agreement is executed by both parties after the adoption of this Development Agreement by the County Board of Commissioners as an Ordinance. The County shall sign and deliver this Development Agreement to SML within five (5) days of adopting the Ordinance.

2. Definitions.

- 2.1. Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are set forth in Section 2. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily that as defined herein.
- 2.2. "South Mills Landing" – means the Property, as it is intended to be developed, substantially in accordance with Exhibit B, as that may be amended from time to time in accordance with applicable County ordinances.
- 2.3. "Development Permit" – means a building permit, zoning permit, subdivision approval, site plan approval, special or conditional use permit, variance or any other official action by the County having the effect of permitting the development of property.
- 2.4. "Land Development Regulations" – means ordinances and regulations enacted by the County for the regulation of any aspect of development and includes zoning, subdivision or any other land development ordinances.
- 2.5. "Laws" – means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by the County affecting the development of property, and includes laws governing permitted uses of the property, density, design and improvements.
- 2.6. "Property" – means all real property owned by SML and described on Exhibit A that is subject to land-use regulation by the County and includes any improvements or structures customarily regarded as a part of real property.

3. Background

- 3.1. South Mills Landing, LLC is the owner of 3 tracts of land as follows: The North Tract consisting of 124.83 acres located off of Horseshoe Road, the South Tract consisting of 60.1 acres located off of Maple Street, and an undeveloped tract adjacent to the South Tract consisting of 44.39 acres, referred to as the Environment Tract. Legal Descriptions of these properties are attached as Exhibit A.
- 3.2. The North and South Tracts were rezoned to PUD (Planned Unit Development) in 2004, now Planned Development (PD) under the current UDO. A Concept Plan for a Planned Development of 581 units was reviewed and approved administratively in 2019, and a Master Plan was submitted in January, 2020 for a 580 unit Planned Development, which is in substantiated conformance with the approved Concept Plan. A Preliminary Plat for the 580 units, approximately 5 acres, and clubhouse facilities has now also been submitted.

4. Legal Description of Property

The Property that is the subject of the Agreement consists of 3 tracts totaling 233.68 acres, as follows:

- 4.1. The North Tract located off of Horseshoe Road, PIN #017989004312900000 with acreage of 124.83 acres per plat, attached as Exhibit "A".

- 4.2. The South Tract located off Main Street, PIN #017988014928370000 consisting of 60.1 acres per plat, also attached as Exhibit "A".
- 4.3. The third undeveloped, or environmental tract located adjacent to the South Tract, PIN #017988004738040000 consisting of 48.75 acres per plat, also attached as Exhibit "A". (The third tract is not part of the PD-zoned property, but is included in what is being offered as part of this Development Agreement)

5. Description of Project

- 5.1. The Development is shown on the Master Plan and the Preliminary Plat, now referred to as the "Plan". The Plan consists of the Master Plan prepared by Bissell Professional Group and dated revised 6-10-20, and the Preliminary Plat also prepared by Bissell Professional Group and dated revised 6-10-20. Typical building elevations including a preliminary building plan and swimming pool for the proposed club house and recreation facility are included as Exhibit C. These plans and elevations show the concept but are subject to change during actual design based on market conditions.
- 5.2. The development is summarized in the following table:

DEVELOPMENT SUMMARY

	<u>AREA</u>	<u>S.F.</u>	<u>LOT SIZE</u>	<u>Multi F.</u>	<u>TOTAL</u>	<u>OPEN SPACE</u>
<u>TRACT</u>	<u>(AC.)</u>	<u>LOTS</u>	<u>RANGE</u>	<u>UNITS</u>	<u>UNITS</u>	<u>(AC.)</u>
<u>NORTH</u>	<u>124.83</u>	<u>285</u>	<u>6,500-15,978</u>	<u>50</u>	<u>335</u>	<u>40.64</u>
<u>SOUTH</u>	<u>60.10</u>	<u>98</u>	<u>6,500-11,783</u>	<u>147</u>	<u>245</u>	<u>23.31</u>
<u>TOTAL</u>	<u>184.93</u>	<u>383</u>	<u>6,500-15,978</u>	<u>197</u>	<u>580</u>	<u>63.95</u>

- 5.3. The density/intensity standards, dimensional standards and development standards for development of the Property shall be in accordance with the Master Plan and Schedule B, subject to the degree of flexibility provided in these conditions.
- 5.4. Community form and design for development of the Property shall conform generally to the sample building elevations attached in Exhibit C. Variations may be provided and shall be permitted in colors, materials, and architectural detailing that are compatible with the design concept. The elevations are similar to, but do not represent exactly, the actual homes that will be constructed within South Mills Landing. The Developer reserves the right to modify the final building plans to fit builder preferences and market conditions.

6. Dedication of Land for Public Use

- 6.1. South Mills Landing proposes to dedicate the third tract (PIN #017988004738040000) consisting of approximately 48.75 acres per plat, also known as the undeveloped, environmentally sensitive area, for public use. **SML shall retain the right to utilize this tract for stormwater management purposes in connection with the planned community.**

- 6.2. South Mills Landing will also dedicate utility easements for the maintenance of the wastewater collection system, including sewer lines and lift stations.

7. **Public Facilities**

- 7.1. Subject to the approval of the NC Department of Environmental Quality, a new public waste water collection system including gravity lines, lift stations and force mains will be constructed to serve South Mills Landing and will connect to the County wastewater disposal system. All gravity sewer mains, force mains, pump stations and appurtenances will be designed, permitted and constructed at the Developer's sole expense and then conveyed in fee simple to Camden County for ownership and maintenance.
- 7.2. The Developer will also install a new water main (size to be determined based on modeling) under the Dismal Swamp Canal from Mullen Street on the East side of the canal for the purpose providing the public water supply system to serve South Mills Landing only, including adequate fire flow for firefighting ability of the South Mills Volunteer Fire Department. Individual lots and dwellings shall be metered. The Developer shall model the water system and make any needed improvements ~~specifications will be agreed to following modeling~~ to demonstrate adequate water flow and pressure for fighting fires, while meeting the maximum day domestic demand.
- 7.3. All water and sewer lines will be installed: 1) outside of the paved roadway; and 2) above the 100 year flood elevation or be completely waterproofed.
- 7.4. The Developer will commit funds in the amount of \$92,729 to be used by Camden County in the following ways for Public Facilities:
- A. Streetscape improvements along Main Street through the main business corridor of South Mills such as sidewalks, street lights, landscape planting, and related improvements in general conformance with the Concept Plan prepared by Bissell Professional Group and attached hereto. South Mills Landing shall ~~hold a town~~ at least one community meeting prior to approval of Phase 1 construction plans to determine the types, locations, and details of improvements preferred by the current South Mills community.
 - B. Install sidewalk on the south side of US 17 Business (Main St.) from Jones Ave. to the entrance of the Southern Tract.

~~7.5~~ South Mills Water Association, Inc. (Association), is a private North Carolina Non-Profit Corporation. As such, County cannot compel performance, acceptance, agreement, or cooperation with this corporation which will be necessary to carry out the terms of Section 7 and the following Section 8. The County does, however, commit to furnish Association, if it will accept, at commercially reasonable rates, the water necessary to accomplish the terms of this Agreement and to use its good offices and best efforts with Association to accomplish terms of Section 7 and 8 herein. However, it the sole responsibility of Developer to negotiate and contract with Association, assuming all costs therein, to satisfy the terms of this Agreement. ~~Failure of Developer to successfully timely conclude such arrangement shall be a material breach of the Agreement for which County shall bear no responsibility.~~

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8. Obligations of South Mills Landing LLC

- 8.1. Install a wastewater collection system as approved by Camden County and the NC Department of Environmental Quality; pay for all normal costs associated with the preparation of the Engineering Plans, DWR permitting, and the collection system construction and dedication to Camden County. Upon completion and certification, the Developer will deed the wastewater collection system to Camden County.
- 8.2. Purchase capacity for 580 sewer connections in the Camden County Wastewater System, to serve phases 1 through 5, commercial development, and clubhouse facilities through payment of a System Development Fee and Connection Fee for each of the County Sewer Connections per Section 10 and Exhibit D of this agreement.
- 8.3. Install a water main under the Dismal Swamp Canal as described in Section 7.2, and as approved by the South Mills Water Association and the NC Public Water Supply Section, and upon completion and certification, dedicate the water main for public use.
- 8.4. Pay water tap fees to South Mills Water Association in advance of development of each phase as set forth in Development Schedule Exhibit D so that capacity fees can be paid by SMWA to Camden County.
- 8.5. Adhere to conditions of the Master Plan and Preliminary Plat approvals as approved by the Camden County Board of Commissioners.
- 8.6. Up to 50,000 square feet of commercial development will be constructed in the area set aside for commercial development on the Master Plan. Water and sewer lines will be stubbed to the commercial area property line simultaneous with Phase 1 of the residential development.
- 8.7. Environmental Protection and Monitoring: Wetlands subject to the jurisdiction of the US Army Corps of Engineers have been delineated and confirmed by the Corps of Engineers. The Property Owners Association Documents (Declaration) will include provisions that prohibit the filling of wetlands and prohibit the clearing of any vegetation other than incidental tree cutting and vegetation removal, and for stormwater management.

9. Obligations of the County

- 9.1. Utilize funds provided by South Mills Landing, LLC for the construction of community improvements as described in the Public Facilities section of this Agreement.
- 9.2. Make sewer taps available upon the payment of System Development Fees and Connection Fees by the Developer in accordance with Section 10 of this agreement and the phasing schedule Exhibit D provided and approved with the Master Plan and the Preliminary Plat.
- 9.3. Furnish a supply of water from the South Camden Water and Sewer District to South Mills Water Association as requested by South Mills Water Association.
 - A. The County will reserve water capacity for South Mills Landing based on providing 200 GPD per water connection for which the county has received the System Fee payment from SMWA of per connection according to the Water Sales Agreement between Camden County and South Mills Water Association.

10. Sewer System Development Fees

- 10.1. In making plans for maintaining, upgrading and expanding the County's sewer systems in order to provide sufficient sewage treatment capacity for citizens of the County, the County shall take into account the homes and amenities planned for the South Mills Landing Subdivision shown on the approved South Mills Landing Plan, and shall allocate and reserve sufficient sewer treatment capacity within its sewer systems to supply adequate quantities of sewer treatment services to the South Mills Landing Subdivision to construct and obtain certificates of occupancy for each of the homes, non-residential buildings and amenities planned for the South Mills Landing Subdivision.
- 10.2. SML shall pay sewer system development fees to the County based upon the actual number of lots developed and permitted on the SML during each County fiscal year or based upon Exhibit D per County fiscal year. During each County fiscal year, sewer system development fees shall be fully paid on an approved lot basis at the time of the issuance of a building permit for each lot.
- 10.3. The County's fiscal year runs from July 1 through June 30. Commencing with the County's fiscal year in accordance with the schedule set out below. South Mills Landing shall pay to the County the standard per lot Sewer System Development Fees charged by the County for each of the 580 residential lots, clubhouse/pool and commercial lots planned to be developed on the SML property as follows:
 - A. Allocation Payment- 25% per connection to be paid upon approval of Construction Drawings for each development phase.
 - B. Reservation Payment- 25% per connection as a condition of recording the Final Plat for each phase.
 - C. Residual Payment- 50% per connection to be paid at the application for a building permit for each lot or unit. Connection to the system shall also require payment at building permit application of the Connection Fee per lot tap fee.
- 10.4. Upon payment of the first 25% of the Sewer System Development Fee per lot, the county will allocate 200 GPD of capacity per each lot. This allocation is for planning purposes only and is not considered a reservation of capacity and is non-refundable.
- 10.5. Upon payment, an additional 25% of the sewer system development fee per lot, the county will reserve 200 GPD sewer capacity per lot. Within fifteen (15) days of the end of each County fiscal year, South Mills Landing and the County shall reconcile their records to determine what, if any, shortfall actually exists between the number of units required by Section 10.2 and actual building permits issued.
- 10.6. If South Mills Landing develops and permits more lots than required in Exhibit D in any County fiscal year, then the number of developed and permitted lots in excess of the number required shall be credited to the next County fiscal year lot requirements.
- 10.7. If South Mills Landing does not develop and obtain a building permit for at least the number of lots set out in Exhibit D in any County fiscal year then South Mills Landing shall pay to the County the shortfall in Sewer System Development Fees within thirty (30) days after the end of the County fiscal year. Camden County will credit the amount

paid due to the shortfall toward System Development Fees and Connection Fees for future building permits requested by South Mills Landing; however the credit will not reduce the number of lots required to be developed according to Exhibit D in the following fiscal year. This obligation will terminate when South Mills Landing has paid cumulative fees (reservations, system development fees, and connection fees) in the amount of \$3.5 million.

- 10.8. The initial per lot sewer capital fee shall be \$7,400. Sewer capital fee rates shall be subject to the sewer rate schedules adopted annually by the Board of Commissioners.
- 10.9. For the purposes of determining the amount of System Development Fee payments only, building permit issuance prior to June 30th of the relevant County fiscal year shall trigger the standard capital fee payments only if actual construction is begun within forty-five (45) days. Requesting building permits for lots not ready for home construction for the purpose of acquiring more favorable System Development Fee rates shall be considered a material breach of this Agreement.
- 10.10. In the event that lots are developed within the South Mills Landing and homes are constructed thereon and ready for occupancy per the Development Schedule but prior to the Sewer Availability Date, then the County agrees, at its sole cost and expense, to pump and haul excess sewage from the treatment plant in order to maintain compliance with state and federal permits and continue serving the waste water needs of County citizens including those in SML.
- 10.11. Until such time as public sewer is actually available, pump and haul arrangements shall be subject to all superseding state and federal laws and regulations. All required permits and approvals shall be the responsibility of the County to obtain and the County will diligently pursue the issuance of all required permits and approvals.

11. Public Roads, Public Streets, and Private Streets to serve South Mills Landing.

- 11.1. Connection to Existing Public Roads. SML will be responsible for securing appropriate permits from the North Carolina Department of Transportation ("NCDOT") for connecting South Mills Landing to the existing public road system maintained by NCDOT. To that end, SML agrees to make all improvements to the public road system required by NCDOT. SML and the County agree to cooperate and assist each other in connection with the planning of connections to the public road system as well as improvements to the public road system; however, the County shall have no duty to fund the construction of improvements to the public road system required by NCDOT in connection with South Mills Landing.
- 11.2. Public Streets within South Mills Landing. SML anticipates that there will be a number of streets built to NCDOT standards for public residential streets. SML will be solely responsible for the design and construction and cost of these streets. SML shall have a continuing obligation to repair and maintain these streets until the public streets are accepted by NCDOT for maintenance or SML transfers the obligations to repair and maintain the streets to one or more property owners associations (POA) established as part of South Mills Landing. SML may not transfer the duties to repair and maintain these streets to the POA until the County has reviewed and approved the documents

establishing the POA, and SML has either provided an engineering certification that the roads meet NCDOT standards or established a reserve account with sufficient funds to cover any needed repairs.

12. Stormwater Management and Wetlands.

- 12.1. Stormwater Management. SML will be solely responsible for the design, permitting, construction, repair and maintenance of the stormwater management system to serve South Mills Landing. SML's Stormwater Management Plan for South Mills Landing will include stormwater management devices which meet or exceed the minimum criteria of the North Carolina Department of Environmental and Natural Resources (DENR), Camden County, and incorporate drainage ways, ponds and wetlands that treat and control stormwater passively by taking advantage of naturally occurring processes.
- 12.2. On-site stormwater will be managed by construction of a series of stormwater management ponds that will be interconnected and will retain and slow-release stormwater to existing drainage outlets both directly and indirectly.
- A. In addition to modeling and retaining stormwater to the UDO and Stormwater Manual standard for the 10-year developed condition and runoff, stormwater will be modeled for the 100-year storm event, and property line berms constructed as necessary to manage the 100-year storm without adversely impacting neighboring properties.
 - B. Stormwater will be conveyed to on-site retention ponds through a combination of curbs with inlets, stormwater pipes, and open vegetated swales.
 - C. The Improvements set forth in this section shall be maintained by the Developer, or a management association created by the Developer.
 - D. The Association, either itself or via a management entity, will assume responsibility for ongoing operation and maintenance of all stormwater management facilities in accordance with the Camden County UDO requirements and all NCDEQ permit requirements. The Association dues will be structured in a way that funds are provided for the upkeep of these facilities, as well as a contribution to off-site ditch maintenance.
- 12.3. Improve off-site drainage ways downstream of the Development's stormwater drainage outlets by clearing and snagging as necessary to remove obstructions to flow, subject to gaining the right of access to make these improvements.

13. Self-Contained Development.

South Mills Landing will contain a network of pedestrian and bicycle paths according to the approved Master Plan which connect all residential neighborhoods with the amenities within South Mills Landing so that residents of South Mills Landing will have the option to walk or ride a bicycle to the passive and active recreational opportunities located in South Mills Landing.

14. Phasing and Development Schedule.

14.1. The proposed schedule for completing the Development that is the subject of this Agreement is shown on Exhibit D:

15. Vested Rights to Complete South Mills Landing as Approved; Application of Laws and Land Development Regulations.

15.1. South Mills Landing shall be subject only to the Laws and Land Development Regulations enacted and applicable to South Mills Landing at the time of the County's adoption of this Development Agreement as an ordinance and in accordance with the provisions of the Development Agreement (the "Existing South Mills Landing Development Law"). The parties agree that SML needs to obtain the following permits or approvals:

- A. Master Plan approval
- B. Preliminary Plat approval
- C. South Mills Water Association water system plans
- D. State Erosion and Control Permit
- E. County Sewer System approval
- F. County Stormwater Plan approval
- G. State Stormwater Plan Permit
- H. Construction Plans
- I. Commercial Site Plan for Clubhouse and Pool
- J. Final Plat approval
- K. Building Permits for all structures pursuant to the North Carolina State Building Code
- L. Comply with the Existing South Mills Landing Development Law in order to complete the development of South Mills Landing under local law. Except for changes in the County's System Development Fee schedule.
- M. Laws, rules, regulations or policies adopted by the County or any of its boards, officials or staff enacted, adopted, formed or administered after the adoption of this Development Agreement, including but not limited to land use, streets, buffers, the division of land, grading, landscaping, water, sewer, stormwater, setbacks and signage, shall not directly or indirectly be applicable to any aspect of South Mills Landing, the development of South Mills Landing as approved, the Existing South Mills Landing Development Law or the Property for a period of ten (10) years after the Effective Date.

15.2. The failure of this Development Agreement to identify a particular permit, condition, term or restriction does not relieve SML of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions of local development permits. However, the County represents to SML that the above paragraph identifies all permits or approvals which are required by the County prior to the County issuing certificates of occupancy for uses and improvements at South Mills Landing.

15.3. In the event that State or federal law is changed after the Effective Date in such a way that prevents compliance with this Development Agreement by SML, the County and SML will review the terms of the aforementioned agreement, and will work together in good faith to modify the affected provisions to the extent reasonable to accomplish both the intended purpose of said agreement and the theretofore associated economic benefits foreseen by the parties

16. Review to Assess Compliance with this Development Agreement.

From time to time, SML and the County may review the good faith execution of the provisions of this Development Agreement by the parties to assure compliance with this Development Agreement and the accomplishment of the purposes originally intended by the parties. The failure of SML to complete any phases of South Mills Landing within the times set forth in this Development Agreement shall not, in and of itself, constitute a material breach of said agreement and whether a material breach exists must be judged based on the totality of the circumstances. The County and SML agree that the development schedule may be influenced by changing market conditions and that once the initial obligation outlined in paragraph 10.7 has been satisfied by SML, a modified development schedule may be proposed that reflects then current market conditions. A County officer designated by the Chairman of the County Commissioners shall conduct a progress review ("Review") every twelve (12) months to determine whether SML remains in good faith compliance with this Development Agreement based upon the totality of the circumstances. -

17. Default.

- 17.1. In the event the County determines in the course of a Review that SML is in material breach of this Development Agreement, the County shall, within a reasonable time after the Review, send notice to SML setting forth (a) with reasonable particularity the nature of the breach and evidence supporting the County's findings and determination, and (b) a reasonable time in which SML may cure the breach. If SML fails to cure the breach within the time provided, the County may unilaterally terminate this Development Agreement by sending a termination notice to SML; provided the termination notice may be appealed to the County's Board of Adjustment in the manner provided in N.C.G.S. § 153A-345(b) (2010).
- 17.2. For all other defaults and breaches of this Development Agreement by either the County or SML, the non-defaulting Party shall notify the defaulting Party of the default, specifying the nature of the default and providing at least thirty (30) days for the defaulting Party to cure the default. If the default at issue cannot be cured by the defaulting Party within thirty (30) days, then the notice shall specify a reasonable cure period in excess of thirty (30) days, but in no event more than ninety (90) days. If the defaulting Party fails to cure the default within the cure period provided in the notice, then the non-defaulting Party may terminate this Development Agreement or, in the alternative, seek to enforce this Development Agreement through any and all remedies available at law or in equity.

18. Recordation of Agreement.

Pursuant to N.C.G.S. § 153A-349.11 (2010), within fourteen (14) days after the Effective Date, SML shall record this Development Agreement with the register of deeds in Camden County, North Carolina.

19. Term.

Pursuant to N.C.G.S. § 153A-349.4 (2010), the term of this Development Agreement shall be a period of ten (10) years from the Effective Date.

20. Miscellaneous.

~~20.1. This Agreement is not assignable by Developer to any other person or entity, without the express written permission of County, which permission shall not unreasonably be withheld.~~

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~~20.1-20.2.~~ **Force Majeure.** The parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including, without limitation, acts of the United States of America, acts of the State of North Carolina, embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, strikes, labor disputes, vandalism or civil riots. However, if any such event interferes with the performance by a party hereunder, such party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance or to complete performance in as timely a manner as is reasonably possible.

~~20.2-20.3.~~ **Amendment and Cancellation.** This Development Agreement may be amended or canceled by mutual consent of the County and SML, and their successors or assigns. Minor amendments will be processed administratively. Major amendments will require Public Hearing. No amendment to this Development Agreement shall be effective, unless such amendment is reduced to a written agreement signed by the parties hereto.

~~20.3-20.4.~~ **Recitals.** The recitals of this Development Agreement are material terms of this Development Agreement and shall be binding upon the parties.

~~20.4-20.5.~~ **Severability.** If any section, subsection, sentence, clause, phrase or portion of this Development Agreement is for any reason held invalid or unconstitutional by a non-appealable, final decision from any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

~~20.5-20.6.~~ **Notice.** All notices or other communications required or permitted to be served hereunder shall be deemed served in accordance with this Development Agreement if the notice is (a) mailed in a sealed wrapper and deposited in the United States mail, certified mail, return receipt request, postage prepaid; or (b) deposited with a national overnight courier service that retains receipts of its deliveries. Notices or other communications shall be properly addressed as follows:

The County: County of Camden
P.O. Box 190
117 North NC 343
Camden, NC 27921
Attn: County Manager

SML: South Mills Landing LLC
PO Box 9636
Chesapeake, VA 23321
Attn: Reese Smith

The parties may, by written notice given to the other, designate any further or different addresses to which all notices or other communications shall be sent.

20-6-20.7. Run with the Land. This Development Agreement shall run with the Property and any portion thereof as it may be subdivided or recombined.

20-7-20.8. Entire Agreement. This Development Agreement contains the entire agreement between the parties. Any prior or contemporaneous oral or written agreements are merged into this Development Agreement.

20-8-20.9. Multiple Counterparts. This Development Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Development Agreement to produce or account for more than one such fully executed counterpart.

20-9-20.10. Applicable Law. This Development Agreement is governed by, and shall be construed in accordance with, the laws of the State of North Carolina.

20-10-20.11. Representations and Warranties of the Parties. The County and SML, and the persons executing this Development Agreement on their behalf, represent and warrant, as applicable, that: (1) such party or person has the full power and authority to enter into this Development Agreement, to execute it on behalf of the party indicated on the signature page, and to perform the obligations hereunder; (2) such party is acting on its own behalf and on behalf of its members, successors and assigns; (3) this Development Agreement is a valid and binding obligation, enforceable against the parties in accordance with its terms; (4) entering into this Development Agreement does not conflict with any other agreements entered into by either party; and (5) the execution, delivery and performance of this Development Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part. Specifically (and not as a limitation), the County represents and warrants to SML that this Development Agreement has been pre-audited to ensure compliance with the applicable budgetary accounting requirements (if any). In the event that any of the obligations of the County in this Development Agreement constitute debt, the County has complied, at the time of the obligation to incur the debt and before the debt becomes enforceable against the County, with any applicable constitutional and statutory procedures for the approval of the debt.

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

By:
Stephanie Jackson
Finance Officer
Camden County, North Carolina

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

ATTEST: COUNTY OF CAMDEN

By: _____ By: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

This is to certify that on the ____ day of _____ in the year 2020, before me personally came _____, who, being by me duly sworn, has affirmed that she is the Clerk to the Camden County Board of Commissioners and that _____ is the Chairman of the Camden County Board of Commissioners, and that said county is a North Carolina County possessing powers of a Unified Government pursuant to N.C.G.S. § 153A-471, described in and which executed the foregoing; that she knows the Corporate Seal of said County, that the seal affixed to the foregoing instrument is said Corporate Seal, and the name of the Unified Government was subscribed thereto by the said _____ and that the said corporate seal was affixed by order of the governing body of said County, and that the said instrument is the act and deed of said County.

WITNESS my hand and official seal or stamp, this the _____ day of _____, 2020.

Printed Name
Notary Public

Signature
Notary Public

My Commission Expires: _____

Official Seal or Stamp

ATTEST: SOUTH MILLS LANDING, LLC.

By: _____
Managing Member

By: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of _____ County, North Carolina, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____ of South Mills Landing LLC., a North Carolina LLC, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal, and attested by (her/him) self as its _____.

WITNESS my hand and official seal or stamp, this the _____ day of _____, 2020.

Printed Name
Notary Public

Signature
Notary Public

My Commission Expires: _____

Official Seal or Stamp

ATTEST: SOUTH MILLS LANDING LLC.

By: _____ By: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of _____ County, North Carolina, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____ of South Mills Landing LLC., a North Carolina, LLC and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal, and attested by (her/him) self as its _____.

WITNESS my hand and official seal or stamp, this the _____ day of _____, 2020.

Printed Name
Notary Public

Signature
Notary Public

My Commission Expires: _____

Official Seal or Stamp

**EXHIBIT D
DEVELOPMENT SCHEDULE - Fiscal Years and Capacities**

	2020/21	Phase	2021/22	Phase	2022/23	Phase	2023/24	Phase	2024/25	Phase	2025/26	Phase	Total
Construction Plan Approval	129	1	178	2	233	3&4			40	5			580
Final Plat Recorded	129	1	178	2	134	3	99	4	40	5			580
Houses Completed per year			11		216		180		130		43		580

Fee Breakdown 25/25/50

Cumulative Sewer Fees (\$1,000)	\$	239	\$	1,755	\$	3,989	\$	5,360	\$	6,322	\$	6,322
Cumulative Water Fees to County	\$	323	\$	768	\$	1,350	\$	1,350	\$	1,450	\$	1,450

	2020/21	Phase	2021/22	Phase	2022/23	Phase	2023/24	Phase	2024/25	Phase	2025/26	Phase	Total
Water Capacity													
50,000													
200													
360		50,000		46,040		(31,720)		(96,520)		(143,320)		(158,800)	
Sewer Capacity													
60000													
200													
360		60,000		56,040		(21,720)		(86,520)		(133,320)		(148,800)	

Attachment: ExhibitD with fees Fiscal Year AND CAPACITIES (2827 : South Mills Landing)



CAMDEN COUNTY

NORTH CAROLINA • USA

Boundless Opportunities.

Board of Commissioners AGENDA ITEM SUMMARY SHEET

Public Hearings

Item Number: 4.B
Meeting Date: November 02, 2020

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

Item Title **Richard Krainiak Rezoning Application**

Attachments: Agenda Summary_Krainiak (DOCX)
 20201005_913HWY343S_RezoningFinding (DOCX)
 Application (PDF)
 NeighborhoodMeetingResults (PDF)
 PrincipleUseTableComparison (PDF)
 Deed (PDF)
 Ordinance2020_11_01 (DOCX)

Summary and supporting documentation attached.

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

Meeting Date: November 2, 2020

Attachments: 913 Hwy 343 South Staff Findings

Submitted By: Planning Department

Item Title: Rezoning Request Richard Krainiak

Summary:

Richard Krainiak has requested to rezone approximately 3 acres for Village Commercial to Neighborhood Residential. The property is located at 913 Hwy 343 South in the Shiloh Core Village. The Neighborhood meeting was held on August 31, 2020. The Planning Board on September 16, 2020 voted to recommend approve of the rezoning request, on a 5-0 vote.

The requested zoning change is inconsistent with both the CAMA and Comprehensive Future Land Use Maps that reflect the land as Community Core and Village Center.

Recommendation:

1. Motion for **Inconsistency 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 Community Core; also
 - The proposed zoning change is inconsistent with Comprehensive Plan (Adopted 2012) in that the plan identifies the property as Village Center.
 - If the rezoning request is approved the CAMA Land Use Map and the Comprehensive Future Land Use Map will be automatically revised to show this 3 acre parcel as Medium Density Residential and Rural Residential of 1 to 2 acre, respectfully.
2. **Motion for approval.**

Motion to approve Ordinance 2020-11-01/rezoning application (UDO 2020-09-14) to rezone property from Village Commercial (VC) to Neighborhood Residential as recommended by the Planning Board stating the rezoning request is more consistent with the reality of what's on the ground.

STAFF REPORT

**UDO 2020-09-14
Zoning Map Amendment**

PROJECT INFORMATION

File Reference: UDO 2020-09-14
Project Name: N/A
PIN: 03-8953-04-80-2636

Applicant: Richard Krainiak
Address: 103 Camellia Drive
Camden, NC 27921
Phone: 252-333-0787
Email: rickykrainiak@yahoo.com

Agent for Applicant: Self
Address:
Phone:
Fax:
Email:

Current Owner of Record: Applicant

Meeting Dates:
8/31/2020 **Neighborhood Meeting**
9/16/2020 **Planning Board Approved 5-0**

Application Received: 9/10/2020
By: Amber Curling, Planning

Application Fee paid: \$650.00 Ck# 2156

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 and CAMA Land Use Plan Suitability Maps
- D.** Neighborhood Meeting Comments
- E.** Zoning Comparison RR and NR

REQUEST: Rezone approximately 3 acres from Village Commercial (VC) to Neighborhood Residential (NR) on Parcel 03-8953-04-80-2636 located at 913 Hwy 343 South in the Shiloh Township.

Attachment: 20201005_913HWY343S_RezoningFinding (2828 : Richard Krainiak Rezoning Application)

From Village Commercial (VC) Article 151.3.6.3 (Purpose Statement)

The Village Commercial district intended to foster high quality, compact, pedestrian-oriented development on lots within designated village centers. Development in the VC district is human-scaled and designed to promote visual interest for pedestrians. Ground-level retail and personal services that promote pedestrian activity along the street are highly encouraged and large, monolithic, automobile-oriented developments are prohibited. New development in the district is located close to the street, provides passers-by with clear views into the building's ground floor, and fosters sidewalk dining, outdoor seating, and interaction among pedestrians. The district requires urban-style open space (greens, seating areas, plazas, pocket parks, roof gardens, etc.) to be included as a part of new development. In addition to commercial uses, the district allows a variety of moderate-density residential development. New commercial, mixed-use, and multi-family developments in the district are subject to the design standards in.

To: Neighborhood Residential (NR) – Article 151.3.5.5 (Purpose Statement)

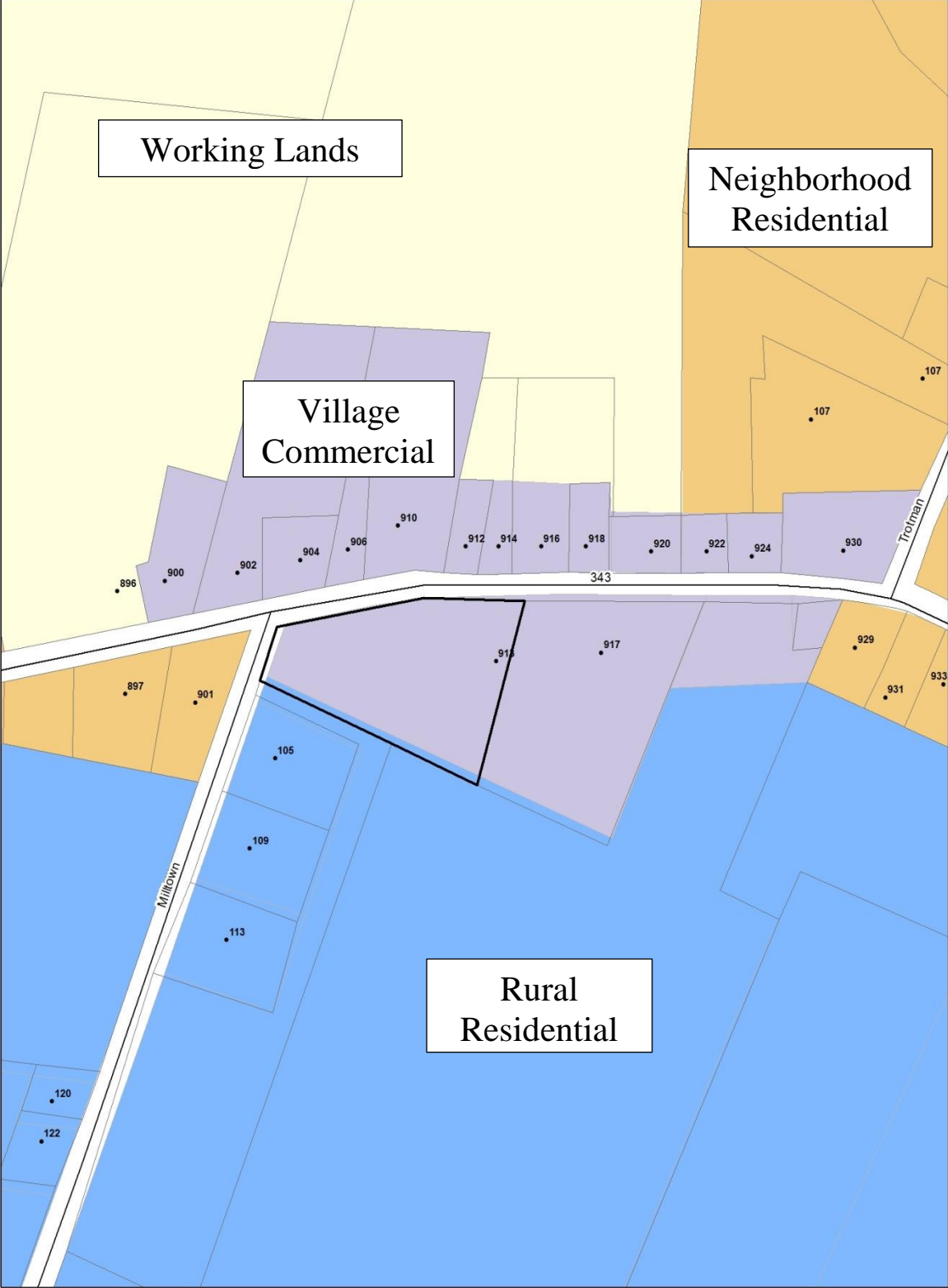
The Neighborhood Residential (NR) district serves as a transition district from the rural and suburban portions of the County to areas proximate to village centers and major commercial corridors. The district is intended to accommodate single-family detached homes in a neighborhood setting at moderate densities. Mobile and manufactured homes on individual lots, conservation subdivisions, and agricultural uses are limited in order to preserve the district's neighborhood character. Manufactured homes are not allowed on lots within 5,280 linear feet of a village center boundary. The district's 40,000-square-foot minimum lot area may be reduced when lots are within one mile of a designated village center boundary and served by public sewer. District regulations discourage uses that interfere with the development of residential neighborhoods or that are detrimental to the district's single-family detached neighborhood character.

PROJECT LOCATION: Vicinity Map: Shiloh Township



Attachment: 20201005_913HWY343S_ResoningFinding (2828 : Richard Krainiak Rezoning Application)

Zoning Map:



Attachment: 20201005_913HWY343S_ResoningFinding (2828 : Richard Krainiak Rezoning Application)

CAMA Land Suitability:

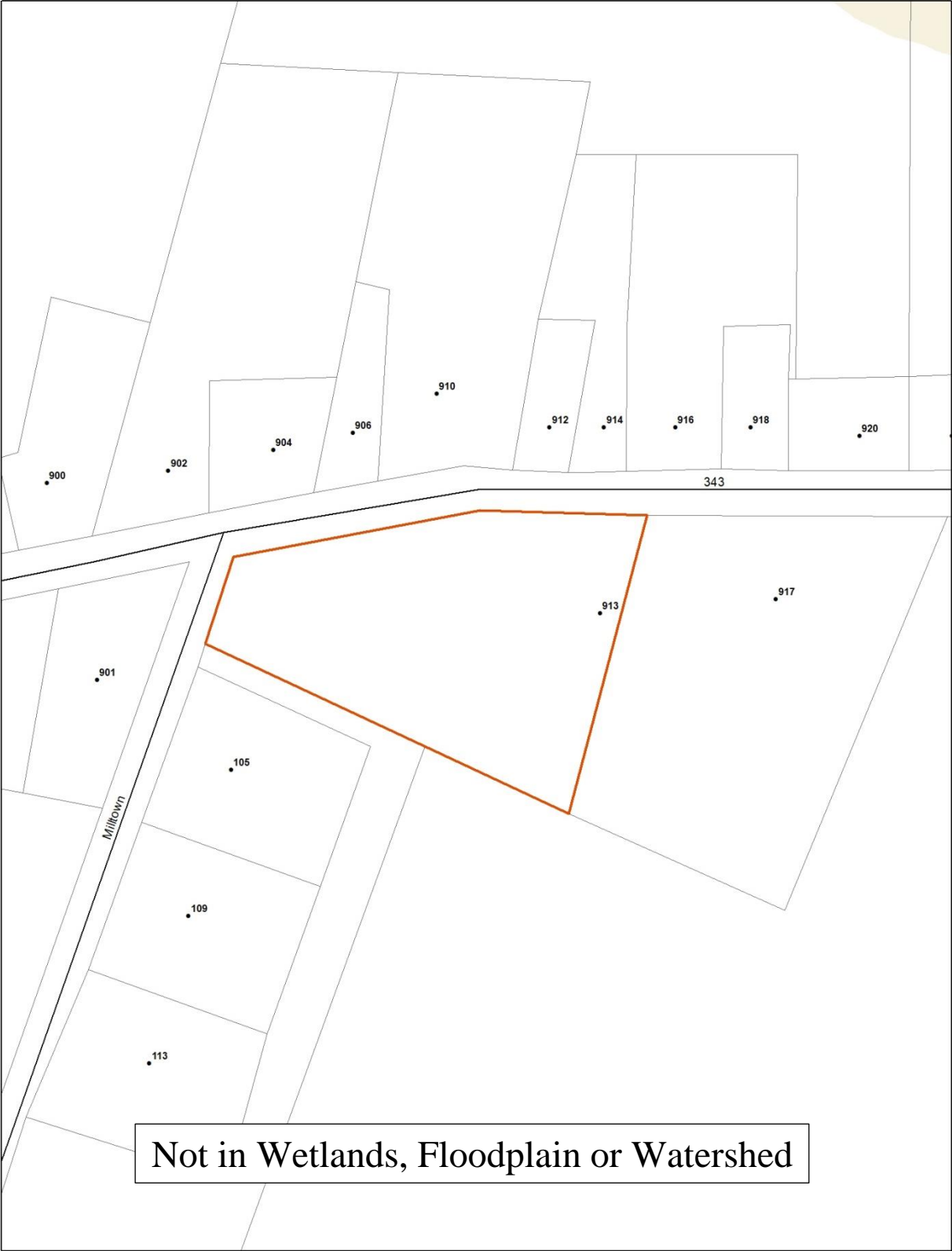


Attachment: 20201005_913HWY343S_ResoningFinding (2828 : Richard Krainiak Rezoning Application)

Wetlands Map

Floodplain Map

Watershed Map



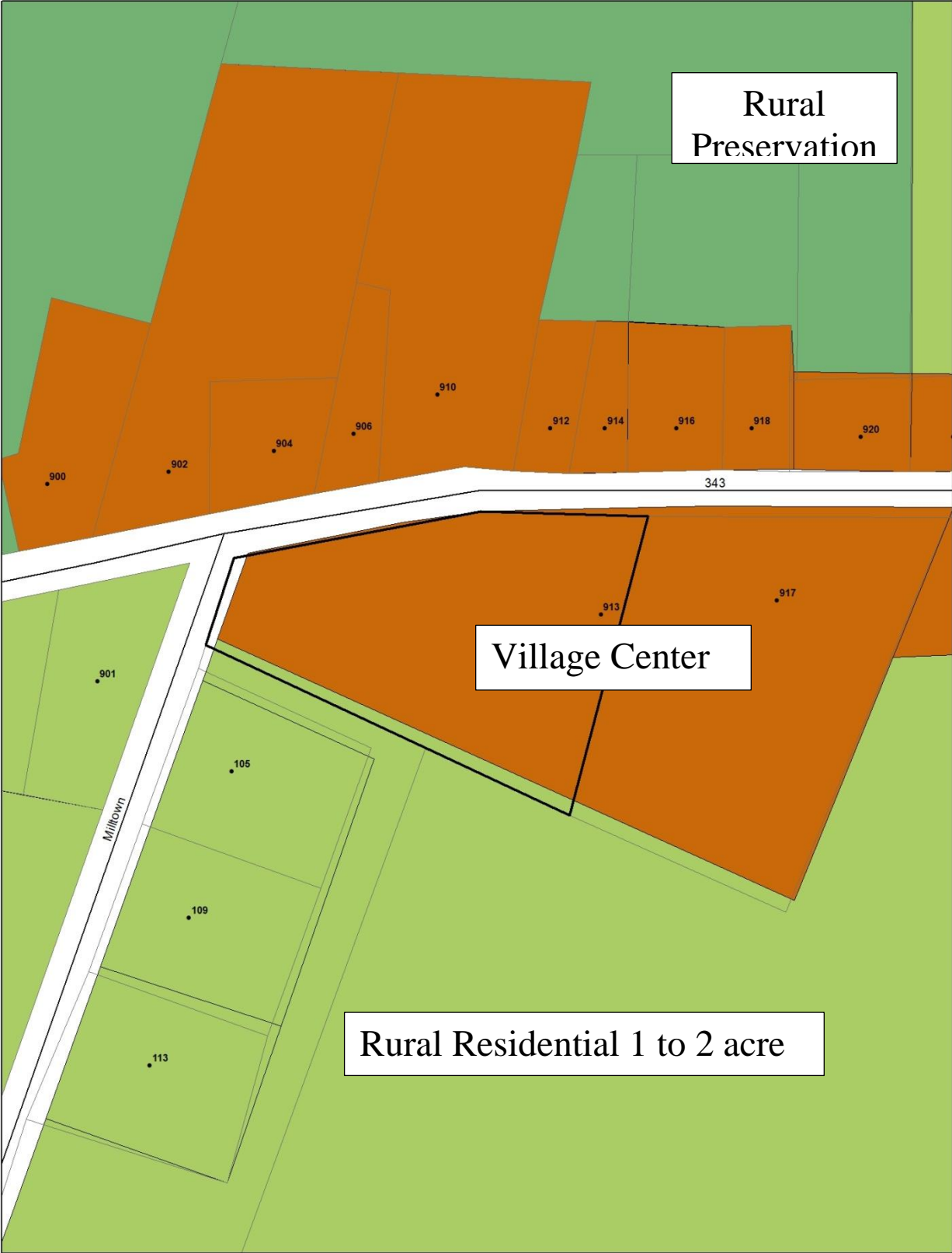
Attachment: 20201005_913HWY343S_RezoningFinding (2828 : Richard Krainiak Rezoning Application)

Drainage; Black arrows show apparent water flow



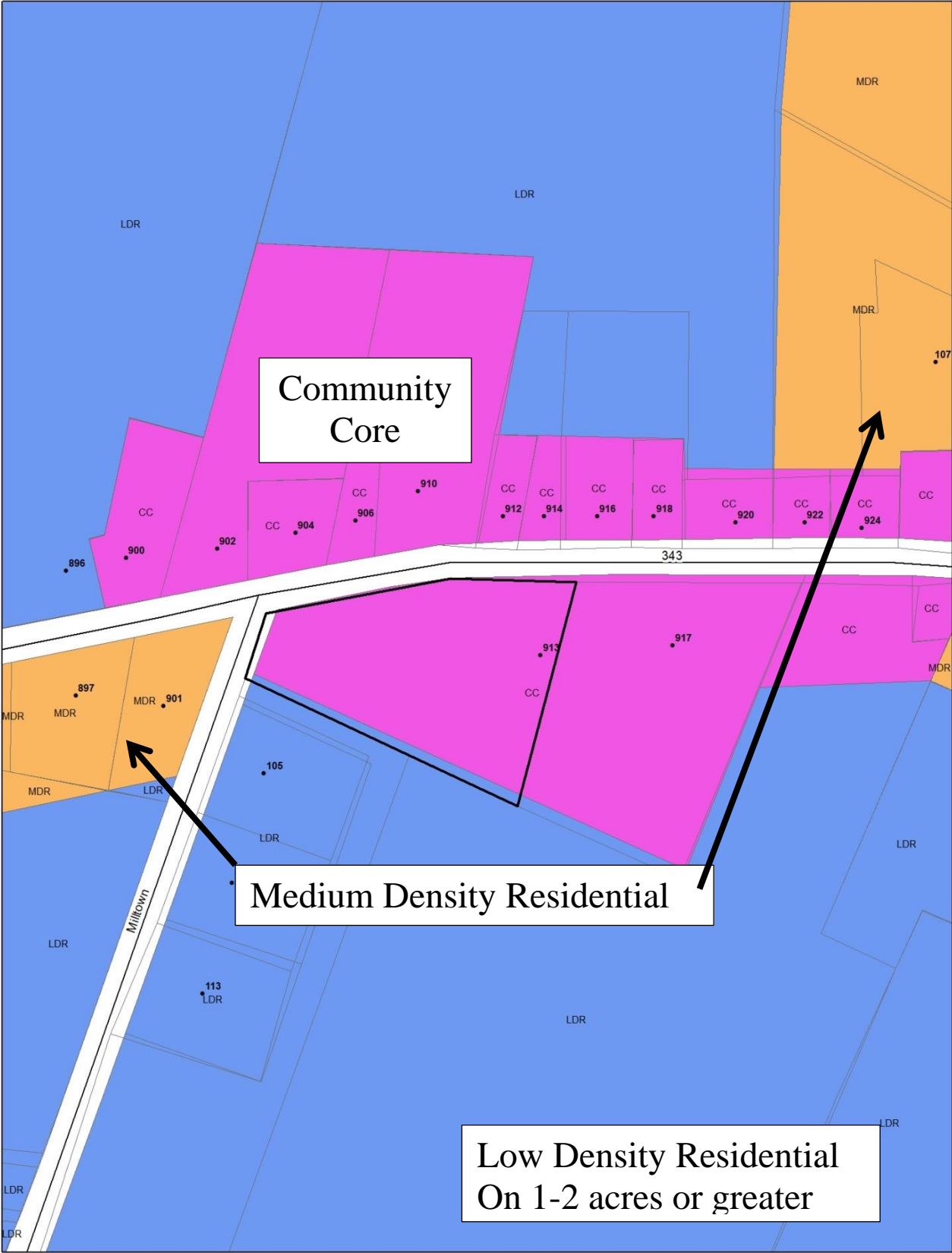
Attachment: 20201005_913HWY343S_RezoningFinding (2828 : Richard Krainiak Rezoning Application)

Comprehensive Plan Future Land Use Map

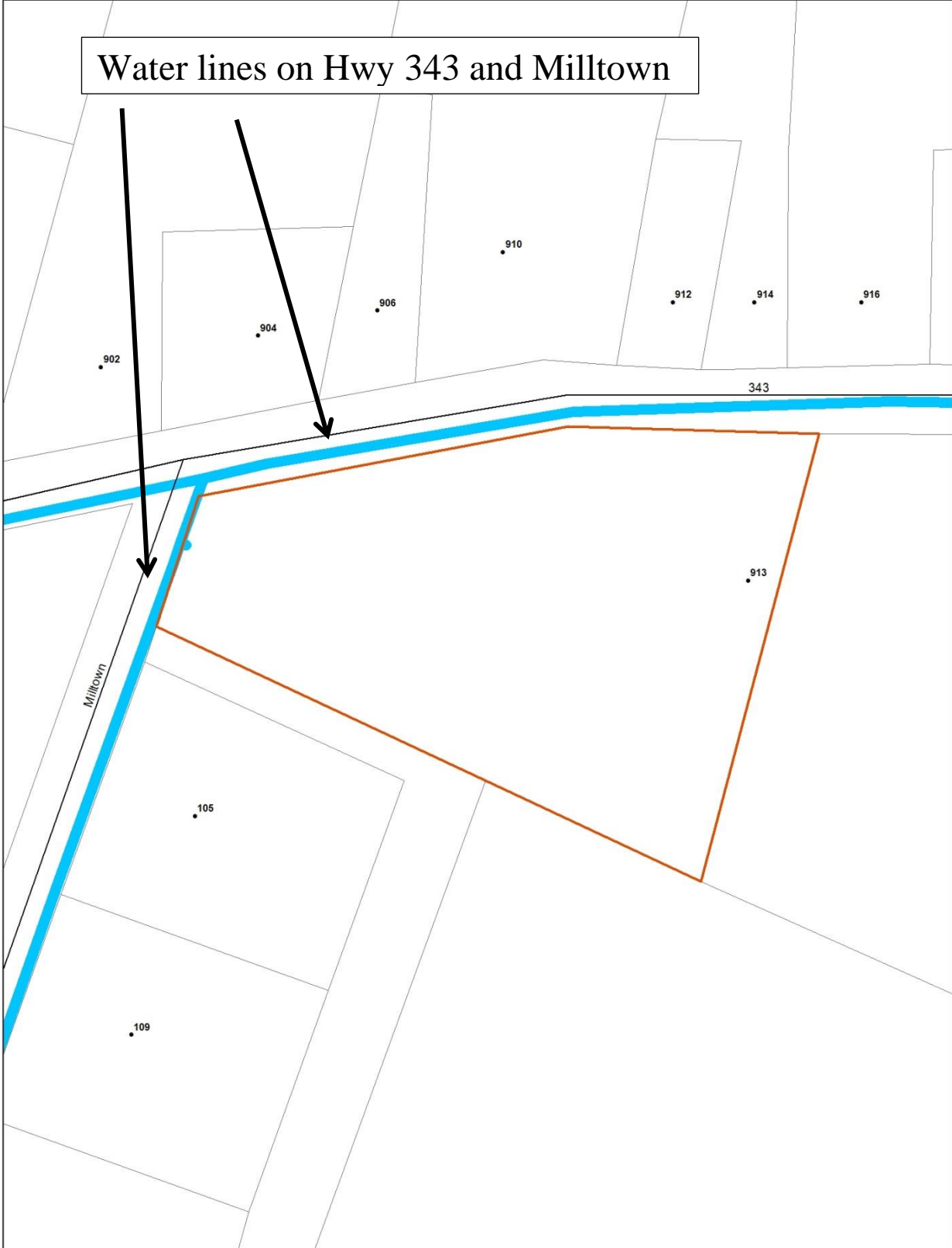


Attachment: 20201005_913HWY343S_RezoningFinding (2828 : Richard Krainiak Rezoning Application)

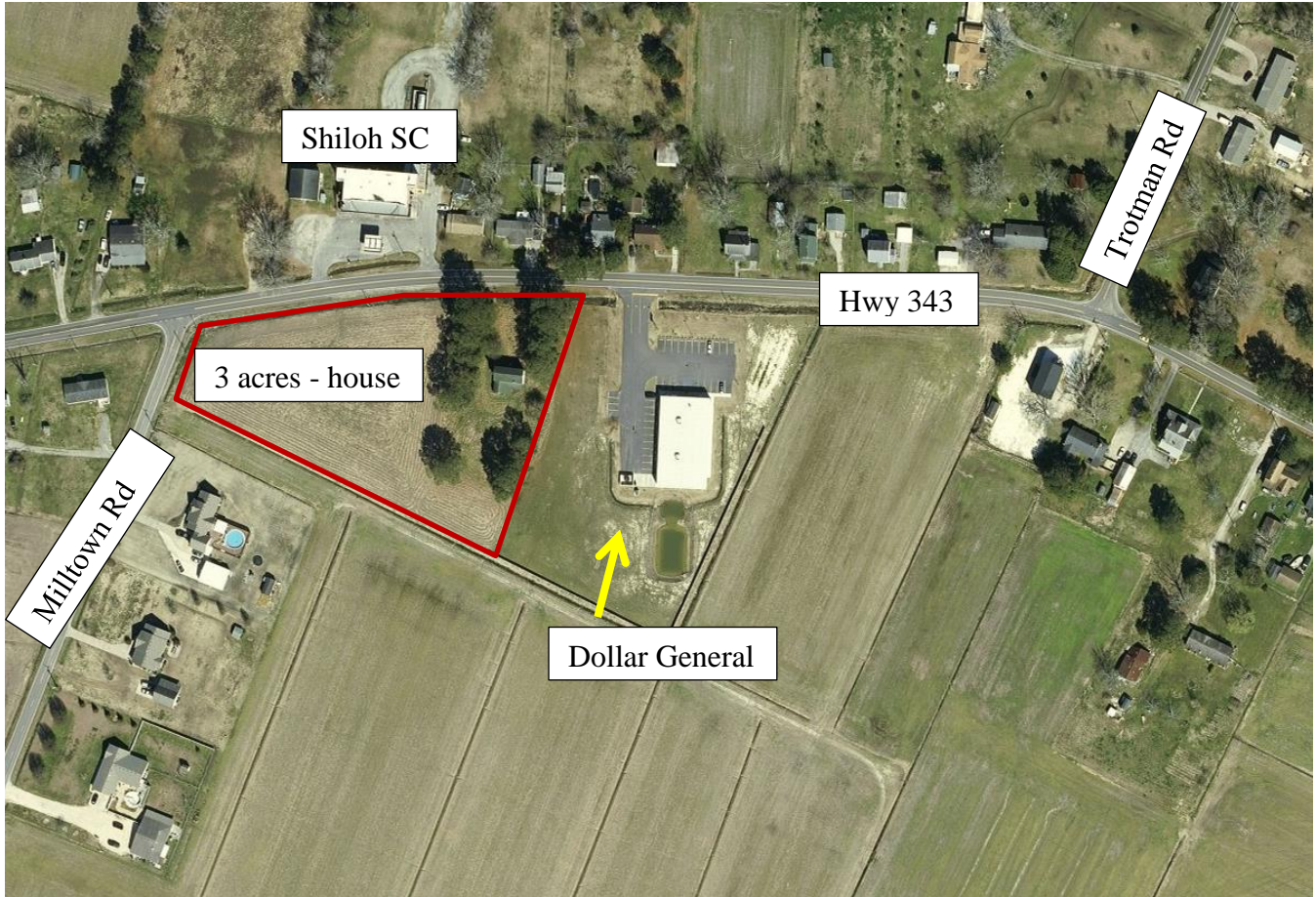
CAMA Future Land Use Map



Attachment: 20201005_913HWY343S_ResoningFinding (2828 : Richard Krainiak Rezoning Application)



Attachment: 20201005_913HWY343S_RezoningFinding (2828 : Richard Krainiak Rezoning Application)



SITE DATA

Lot size: Approximately 3 acres.
Flood Zone: X
Zoning District(s): Village Commercial (VC)
Existing Land Uses: Vacant- House and Farmland

Adjacent Zoning & Uses:

	North	South	East	West
Zoning	Village Commercial (VC)	Rural Residential (RR)	Village Commercial (VC)	Rural/Neighborhood Residential (RR/NR)
Use & size	Commercial Business/Residential	Residential Lots	Commercial Business	Residential Lots/Farmland

Proposed Use(s) - Subdivide one acre with the house and continue to farm Residual.

Description/History of property: Property is located in Shiloh Core Village on Hwy 343. Property has been farmed and house has been vacant.

Attachment: 20201005_913HWY343S_RezoningFinding (2828 : Richard Krainiak Rezoning Application)

ENVIRONMENTAL ASSESSMENT

Streams, Creeks, Major Ditches:

Distance & description of nearest outfall: It appears the property drains to the ditch on the south west side in farm field. The flow continues approximately 3300 feet thru farm field ditches south east, south west, south east again into wetlands. The wetlands flow to Pasquotank River.

INFRASTRUCTURE & COMMUNITY FACILITIES

Water	Water lines are located adjacent to property along Highway 343 and Milltown Road.
Sewer	Not available.
Fire District	Shiloh Fire District.
Schools	Proposed zoning will have minimal impact on Schools.
Traffic	Proposed zoning will have minimal impact on Traffic

Attachment: 20201005_913HWY343S_RezoningFinding (2828 : Richard Krainiak Rezoning Application)

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. Community Core.

2035 Comprehensive Plan

Consistent Inconsistent

While the current Rural Residential Zoning requires a minimum of two acres, the proposed zoning change is consistent as the County’s Comprehensive Plan (Adopted 2012) as the Future Land Use Map shows the property to be Village Center.

Comprehensive Transportation Plan

Consistent Inconsistent

Property abuts Hwy 343 South and Milltown Road.

Other Plans officially adopted by the Board of Commissioners

N/A

Attachment: 20201005_913HWY343S_RezoningFinding (2828 : Richard Krainiak Rezoning Application)

FINDINGS REGARDING ADDITIONAL REQUIREMENTS:

Yes No **Will the proposed zoning change enhance the public health, safety or welfare?**

Reasoning: The Parcel is intended to be part of Village Center

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 Core Village is intended for Commercial Use

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? N/A**

Reasoning:

Yes No **What extraordinary showing of public need or demand is met by this application? N/A**

Reasoning:

Attachment: 20201005_913HWY343S_ResoningFinding (2828 : Richard Krainiak Rezoning Application)

Yes No **Will the request, as proposed cause serious noise, odors, light, activity, or unusual disturbances?**

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

Yes No **Does the request impact any CAMA Areas of Environmental Concern?**

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

Yes No **Does the county need more land in the zoning class requested?**

Reasoning: In the appropriate location, this would include the 1 mile buffer adjacent to the Shiloh Core Village. This parcel is within the Shiloh Community Core Village Area.

Yes No **Is there other land in the county that would be more appropriate for the proposed uses?**

Reasoning: Moderate density residential development areas would enhance the area adjacent to the Shiloh Village Center.

Attachment: 20201005_913HWY343S_RezoningFinding (2828 : Richard Krainiak Rezoning Application)

Yes No

Will exceed the county’s ability to provide public facilities:

The proposed zoning will have minor impact on all public facilities, it is only 3 acres.

Schools Projected students maximum 1.956 (3 x 0.6521) and minimum student 1.304 (2 x 0.6521)

Fire and Rescue – Minimal impact.

Law Enforcement – Minimal impact.

Parks & Recreation – Minimal impact.

Traffic Circulation or Parking – Minimal impact.

Other County Facilities – Minimal impact.

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:

The applicant seeks to subdivide the three acre parcel and the house becomes a residential home. The property being in the Core Village is Commercial not moderate density residential development area adjacent to. The property is located in an area that is not supported by either the CAMA or Comprehensive Plans Future Land Use Maps as residential development.

Consistency statement:

Attachment: 20201005_913HWY343S_RezoningFinding (2828 : Richard Krainiak Rezoning Application)

The requested zoning change is not consistent with either the CAMA or the Comprehensive Future Land Use Maps that reflect a Village Center and Community Core area.

Recommendation:

Planning Staff recommends denial the Rezoning Application (UDO 2020- 09-03) of 913 Hwy 343 South from Village Commercial (VC) to Neighborhood Residential (NR).



Zoning Map Amendment Application

OFFICIAL USE ONLY:

UDO Number: 2020-9-14

Date Filed: 9/10/2020

Amount Paid: 650⁰⁰

Received By: ayc

Contact Information

APPLICANT

Name: Richard Krainiak
 Address: 103 Camellia Dr
Camden, NC 27921
 Telephone: 252-333-0787
 Fax: _____
 Email: rickykrainiak@yahoo.com

PROPERTY OWNER

Name: Richard Krainiak
 Address: 103 Camellia Dr
Camden, NC 27921
 Telephone: 252-333-0787
 Fax: _____
 Email: rickykrainiak@yahoo.com

LEGAL RELATIONSHIP OF APPLICANT TO PROPERTY OWNER: same person

Property Information

Physical Street Address: 913 south HWY 343 Shiloh, NC 27974
 Location: Shiloh, NC
 Parcel ID Number(s): 03 8953 04 80 2656 0000
 Total Parcel(s) Acreage: 3 acres
 Existing Land Use of Property: Vacant House

Request

Current Zoning of Property: Village Commercial Proposed Zoning District: Residential (neighborhood)

Total Acreage for Rezoning: 3 Are you rezoning the entire parcel(s): Yes No

Metes and Bounds Description Provided: Yes No

Community Meeting, if applicable: Date Held: 8/31/2020; Location: Shiloh Firestation

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

9-10-2020
 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: Application (2828 : Richard Krainiak 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?

By giving a historic house in the community a chance to stay around and give a family a residential space, it enhances the public welfare by being residential because the neighboring residents will be happy that it's not commercial.

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

Yes it is more appropriate to have the existing house that is present now be restored back to a living ~~and~~ residence, not commercial.

(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?

NA

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

NA

From: [ricky_krainiak](#)
To: acurling@camdencountync.gov
Subject: [External] Letter for Neighborhood meeting
Date: Tuesday, August 18, 2020 9:33:42 AM

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=====

8/18/2020

RE: Neighborhood meeting; Rezoning

Dear Adjacent property owner,

This is to inform you that as the property owner of 913 South Hwy 343 in Shiloh Township, parcel ID 03.8953.04.80.2636.0000, I am in the process of applying to Camden County for a Zoning Map Amendment. The parcel is approximately 3 acres in the Core Village of Shiloh currently zoned Village Commercial. The rezoning request is to change the zoning district to Neighborhood Residential.

Part of the process is to hold a neighborhood meeting for me to discuss with the adjacent property owners my intentions and the uses allowed in the existing zoning classification of Village Commercial (VR) compared to the uses allowed in the proposed zoning classification of Neighborhood Residential. The meeting will be held on August 31, 2020 at 6:00 PM at the Shiloh Fire Department.

Due to the ongoing COVID-19 limitations, please send any comments to Planning Department, either deliver to Planning Office at 117 N Hwy 343 or email acurling@camdencountync.gov.

Any questions please contact me (Ricky Krainiak) at 252-333-0787 or the Camden County Planning Department at (252) 338-1919 ext 232.

Sincerely,

Ricky Krainiak
Property Owner =====

Original links in this email have been replaced by the Link Click Protection service. When you click on a link in the email above, the destination website will be analyzed for known threats. If a known threat or suspicious content is detected, you will see a warning.

Neighborhood meeting held at the Shiloh Fire Station on August 31st at 6:00pm. No neighbors attended the meeting. I have received one email which is attached. Mr. Krainiak has stated he has spoken to all the neighbors which is possible why no neighbors attended meeting.

Attachment: NeighborhoodMeetingResults (2828 : Richard Krainiak Rezoning Application)

Amber Curling

From: Helen Nix <helennix@embarqmail.com>
Sent: Monday, August 31, 2020 10:18 AM
To: acurling@camdencountync.gov
Subject: [External] ricky krainiak property

PhishProtection Alerts

› The sender (**embarqmail.com**) is outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

As an owner across from his property I would prefer it to be residential. You have rd 158 to make commercial. I was never told about Dollar General coming until it was to late. I bought my house 32 years ago because it was rural and felt like home. I,d like it to stay that way. This is still a swamp, every time a tree gets cut for housing, more water returns. How many years before it,s back to being swampy again? I hope you will give this due consideration. There are other senior who do not want it to become too commercial. Thank you.
Helen Shea Nix.

Original links in this email have been replaced by the Link Click Protection service. When you click on a link in the email above, the destination website will be analyzed for known threats. If a known threat or suspicious content is detected, you will see a warning.

Attachment: NeighborhoodMeetingResults (2828 : Richard Krainiak Rezoning Application)

**Camden County, North Carolina
Principal Use Table, District Comparison
Conservation & Protection Vs. Working Lands**

Use Class / Main Category / Category	"P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VC	NR
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Agricultural

AGRICULTURE/HORTICULTURE			
<p>The Agriculture/Horticulture Use Category is characterized by general agricultural activities taking place on lands that are not bona fide farms in as identified in Section 1.5.4, Exemptions. The range of uses includes the cultivation and production of orchard, garden, or nursery crops on a small or large scale, the production of field grown crops, specialty crops, flowers, fruit, grapes, market gardening, nursery stock, nuts, ornamental plants, sod, vegetables, and similar horticultural uses. The use category also includes agronomy, biotechnical agriculture (including education parks for biotechnical agriculture or a demonstration farm), and similar uses, but does not include the keeping of livestock or other animal husbandry uses. Accessory uses may include offices, storage areas, and repair facilities related to agriculture uses.</p>			
<p><i>All Agriculture/ Horticulture Uses</i> <i>See use category definition.</i></p>			
ANIMAL HUSBANDRY			
<p>The Animal Husbandry Use Category is characterized by the commercial and non-commercial propagation, rearing, exercising, feeding, milking, housing, controlling, handling, or general care of living animals. Examples of Animal Husbandry Use Types include the raising and production of cattle (beef and dairy), pigs, mules, ducks, horses, goats, poultry, sheep, and similar livestock or domesticated animals. Animal husbandry also includes commercial apiaries, aquaculture, and fisheries. Breeding and rearing of animals typically thought of as household pets (e.g., dogs, cats, small rodents, etc.) is not animal husbandry.</p>			
<p><i>Animal Husbandry Uses (excluding stockyards and slaughterhouses)</i> <i>See use category definition.</i></p>			
<p><i>Stockyard/Slaughterhouse</i> <i>A site where livestock is stored and butchered for food or products.</i></p>			
AGRICULTURAL SUPPORT			
<p>The Agricultural Support Use Category includes use types that provide support and services to uses directly engaged in agricultural, horticultural, and animal husbandry activities. Agricultural support uses are related to agricultural activities, but may not be proximate to or directly involved with agricultural production.</p>			
<p><i>Agricultural Research Facility</i> <i>A facility for the investigation, testing, and demonstration of agricultural products and processes, including biotechnical agriculture, veterinary, soil, plant, and animal sciences.</i></p>		S	
<p><i>Agri-Education/ Agri-Entertainment</i> <i>Agri-education facilities are used for the investigation, testing, or demonstration of, or for training or educating persons in, products and processes related to agriculture, horticulture, or animal husbandry, including biotechnical agriculture, veterinary, soil, plant, and animal sciences. Agri-entertainment events and activities allow for recreation, entertainment and tourism in conjunction with an agricultural use. Examples include wineries, petting zoos, hay rides, and corn mazes.</i></p>		S	
<p><i>Distribution Hub for Agriculture Products</i> <i>A commercial establishment where farmers can deliver agricultural products for pick-up by wholesalers or firms involved in processing of agricultural products, but not delivery directly to consumers.</i></p>			
<p><i>Equestrian Facility</i> <i>A facility associated with the keeping of horses or ponies as domesticated animals or pets. Such uses include stalls, feeding areas, paddocks, haylofts, corrals, and other similar outdoor exercise/instruction/performance areas.</i></p>			
<p><i>Farm Machinery Sales, Rental, or Service</i> <i>An establishment engaged in the sale, rental, and/or service of equipment normally or routinely used on farms and in gardens, and related parts, tools and accessories, but not non-farm equipment or materials.</i></p>			

Attachment: Principle Use Table Comparison (2828 : Richard Krainiak Rezoning Application)

**Camden County, North Carolina
Principal Use Table, District Comparison
Conservation & Protection Vs. Working Lands**

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

**Camden County, North Carolina
Principal Use Table, District Comparison
Conservation & Protection Vs. Working Lands**

Use Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VC	NR
<p><i>Single-Family Attached</i> A dwelling unit that is physically attached to one or more dwelling units, each on its own lot. Individual lots may or may not be surrounded by a larger tract that incorporates shared parking, recreation feature, or access. The larger tract may or may not be owned in common by the landowners of individual lots. Examples include townhouses, patio homes, and row houses.</p>	P	
<p><i>Single-Family Detached</i> A dwelling containing one dwelling unit that is occupied by one family and that is not physically attached to any other principal structure on an individual lot. This term includes modular homes. For regulatory purposes, this term does not include manufactured dwellings, recreational vehicles, or other forms of temporary or portable housing.</p>		P
<p><i>Triplex</i> A single structure comprised of three dwelling units that share common vertical walls or horizontal floors/ceilings located on a single lot.</p>	P	
<p><i>Upper Story Residential</i> A dwelling unit located on a floor above a nonresidential use.</p>	P	
<p>GROUP LIVING Group Living includes use types that provide for the residential occupancy of a building by a group. The occupancy of the building may be larger than found in Household Living. Tenancy is arranged on a monthly or longer basis. Generally, group living development has a common eating area for residents. The residents may receive care, training, or treatment. Accessory uses may include recreational facilities, dining facilities, and parking of vehicles for occupants and staff.</p>		
<p><i>Dormitory</i> A residential facility established directly or indirectly in association with a college, business college, trade school, or university for the purpose of housing students registered and attending the institution. Typically, it includes bedrooms with shared bathrooms and other shared living spaces. A private dormitory may contain food preparation and eating facilities primarily for the use of its occupants.</p>	S	
<p><i>Family Care Home</i> A home for six or fewer persons that provides room and board, personal care, and habilitation services in a family environment for the residents, who have a temporary or permanent physical, emotional, or mental disability (including, but not limited to, mental retardation, cerebral palsy, epilepsy, autism, hearing and sight impairments, emotional disturbances, and orthopedic impairments, but not including mentally ill persons who are dangerous to others as defined in North Carolina General Statutes Section 122C-3(11)b.)</p>		P
<p><i>Group Home</i> A home for seven or more persons that provides room and board, personal care, and habilitation services for the residents, who have a temporary or permanent physical, emotional, or mental disability.</p>	S	
<p><i>Rooming House</i> A dwelling that provides rental accommodations to tenants in up to five individual rooms for periods of one week or longer. The dwelling is accessed by a shared entry with a common kitchen. Meals may be provided to the tenants.</p>	S	

Attachment: PrincipleUseTableComparison (2828 : Richard Krainiak Rezoning Application)

**Camden County, North Carolina
Principal Use Table, District Comparison
Conservation & Protection Vs. Working Lands**

Use Class / Main Category / Category	"P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VC	NR
--------------------------------------	---	----	----

Institutional

COMMUNITY SERVICES

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

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

DAY CARE

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

<i>Adult Day Care Center</i> <i>A program operated in a structure other than a single-family dwelling that provides group care and supervision on a less than 24-hour basis, and in a place other than their usual place of abode, to adults 18 years or older who may be physically or mentally disabled, and which is certified or approved to operate by the State of North Carolina.</i>	P		
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Attachment: Principle Use Table Comparison (2828 : Richard Krainiak Rezoning Application)

**Camden County, North Carolina
Principal Use Table, District Comparison
Conservation & Protection Vs. Working Lands**

Use Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VC	NR
<p><i>Child Care Center</i> A commercial or non-profit use licensed by the State where, at any one time, three or more children under the age of 13 receive child care in a building other than a residence on a regular basis from persons other than their guardians, full-time custodians, or persons related to them by blood, marriage, or adoption. Such uses may also involve the provision of educational services in preparation for elementary school. This definition does not include incidental child care, cooperative arrangements among parents, or drop-in or short-term child care provided while parents work part-time or participate in other activities on the premises.</p>	P	
<p>EDUCATIONAL FACILITIES</p>		
<p>The Educational Facilities Use Category includes use types such as public and private schools at the elementary, middle, or high school level that provide state-mandated basic education or a comparable equivalent. This use category also includes colleges, universities, and other institutions of higher learning such as vocational or trade schools that offer courses of general or specialized study leading to a degree or certification. Accessory uses at schools include offices, play areas, cafeterias, recreational and sport facilities, auditoriums, and before- or after-school day care. Accessory uses at colleges or universities include offices, dormitories, food service, laboratories, health and sports facilities, theaters, meeting areas, athletic fields, parking, maintenance facilities, and supporting commercial.</p>		
<p><i>Major</i> 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.</p>	S	
<p><i>Moderate</i> 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.</p>	P	
<p><i>Minor</i> 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>	P	P
<p>GOVERNMENT FACILITIES</p>		
<p>The Government Facilities Use Category includes use types that provide for the general operations and functions of local, state, or federal governments. Accessory uses include maintenance, storage (indoor and outdoor), fueling facilities, satellite offices, and parking areas.</p>		
<p><i>Government Office</i> An office of a governmental agency that provides administrative and/or direct services to the public, such as, but not limited to, employment offices, public assistance offices, or motor vehicle licensing and registration services.</p>	P	
<p><i>Government Maintenance, Storage, or Distribution Facility</i> A facility housing government shops, maintenance and repair centers, equipment, and outdoor storage yards.</p>	S	
<p>HEALTH CARE FACILITIES</p>		
<p>The Health Care Facilities Use Category includes use types that provide medical or surgical care and treatment to patients as well as laboratory services. Hospitals and medical treatment facilities offer overnight care, as well as outpatient care. Accessory uses include offices, laboratories, teaching facilities, meeting areas, cafeterias, parking, maintenance facilities, housing for staff or trainees, and limited accommodations for family members. The Health Care Facilities Use Category does not include: Uses that involve provision of residential care for the elderly or disabled, which are classified as Institutions; or Uses that provide exclusive care and planned treatment or training for psychiatric, alcohol, or drug problems, where patients are residents and participants in a program, which are considered Institutions.</p>		

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

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

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

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

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<p><i>Minor</i> Indoor recreation/entertainment uses with less than 2,500 square feet of floor area, or where the use is expected to generate less than 200 vehicle trips per day according to the Institute of Transportation Engineer's most recent trip generation rate manual.</p>	P	
<p>RECREATION/ENTERTAINMENT, OUTDOOR The Outdoor Recreation/Entertainment Use Category includes use types that are large, generally commercial, and provide continuous recreation or entertainment-oriented activities that primarily take place outdoors. They may take place in a number of structures that are arranged together in an outdoor setting. Accessory uses may include concessions, parking, and maintenance facilities. Example use types include privately-owned arenas, amphitheaters, or stadiums, outdoor commercial recreation uses (including private golf driving ranges and privately-owned miniature golf facilities; go-cart racing; race tracks; drive-in movie theaters; privately-owned outdoor commercial tourist attractions; and privately-owned active sports facilities such as ball fields, courts, and archery ranges), athletic facilities, private golf courses, and outdoor swimming pools (private).</p>		
<p><i>Major</i> Outdoor recreation/entertainment uses that involve the operation of machinery by patrons or that have the potential to generate significant amounts of noise while in operation.</p>		
<p><i>Minor</i> Outdoor recreation/entertainment uses do not involve the operation of machinery by patrons or that do not have the potential to generate significant amounts of noise while in operation. Uses engaged in the discharge of firearms are firing ranges.</p>	P	
<p><i>Firing Range</i> A commercial establishment configured for the purpose of shooting at targets by rifles, pistols, shot guns, or archery. Firing ranges do not include uses with hunting leases or involved in the operation of air rifles (e.g., paintball establishments). Accessory uses include a club house, ammunition sales, and repair services.</p>		
<p><i>Water-Related Uses</i> Commercial establishments engaged in providing access to waterways for persons and equipment for the purposes of leisure pursuits. Water-related uses also include marinas. Boat slips and boat ramps that are publically owned are Recreation and Open Area uses.</p>	S	
<p>RETAIL SALES The Retail Sales Use Category includes use types involved in the sale, lease, or rent of new or used products to the general public. They may also provide personal services or entertainment, or provide product repair or services for consumer and business goods. Accessory uses may include offices, storage of goods, manufacture or repackaging of goods for on-site sale, concessions, ATM machines, outdoor display/sales areas, gasoline sales, and parking. Use types within this use category have been categorized based on their intensity, scale, and function.</p>		
<p><i>Flea Market</i> A market held in an open area or structure where individual sellers offer goods for sale to the public. Such sellers may set up temporary stalls or tables for the sale of their products. Such sales may involve new and/or used items and may include the sale of fruits, vegetables, and other edible items. A farmer's market, where food items predominate, is different than a flea market. This also differs from a garage sale or yard sale that is conducted on a residentially developed lot by members of a household, or civic groups selling primarily donated items.</p>	S	
<p><i>Grocery Store</i> An establishment for the retail sale of fresh or prepared foods for consumption primarily off-premises. Accessory uses include the sales of prepared food for on-site consumption, sale of seasonal items (like Christmas trees), and drive-up grocery loading services.</p>	P	
<p><i>Major</i> Retail uses with 1,000 square feet of floor area or more, or where the use is expected to generate more than 100 vehicle trips per day according to the Institute of Transportation Engineer's most recent trip generation rate manual.</p>	P	

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<p><i>Minor</i> Retail uses with less than 1,000 square feet of floor area or more, or where the use is expected to generate no more than 100 vehicle trips per day according to the Institute of Transportation Engineer's most recent trip generation rate manual.</p>	P	
<p>STORAGE, COMMERCIAL A storage building or buildings that are divided into sections or compartments for the storage of business or personal items on a temporary or long-term basis.</p>		
<p><i>Major</i> Commercial storage establishment that allows storage of goods, materials, or personal property indoors and outdoors.</p>		
<p><i>Minor</i> Commercial storage establishment that allows storage of goods, materials, or personal property indoors only.</p>	P	
<p>TELECOMMUNICATIONS The Telecommunications Use Category involves use types engaged in the provision of wireless communications services, including transmission, reception, or broadcasting. Example uses include wireless telecommunication facilities, antennas (including dish antennas), radio and television broadcasting studios and equipment, and similar uses. Accessory uses include offices, repair areas, employee parking, equipment storage, and mobile broadcasting equipment.</p>		
<p><i>Antenna Collocation (on a Building)</i> The placement of wireless telecommunications antenna(s) and associated equipment on or in a building other than a single-family attached or detached structure. This includes the placement of equipment on water tanks or other similar structures, but not on an existing telecommunication tower or electrical transmission tower.</p>	P	
<p><i>Antenna Collocation (on a Tower)</i> The placement of wireless telecommunications antenna(s) and associated equipment on an existing telecommunications tower or electrical transmission tower. This use type includes "eligible facilities" as identified in the North Carolina General Statutes.</p>	P	
<p><i>Small Wireless Facility</i> The placement of antenna(s) and equipment of a specified maximum size on existing electrical poles, telephone poles, traffic signal mast arms, or other similar vertical projections within rights-of-way or outside rights-of-way on land within a nonresidential zoning district.</p>	P	
<p><i>Telecommunications Tower, Freestanding</i> A structure erected on the ground and used primarily for the support of antennas for wireless telephone, and similar communication purposes and utilized by commercial, governmental, or other public or quasi-public users. The term includes microwave towers, common-carrier towers, cellular telephone towers, alternative tower structures, and the like. The term does not include private home use of satellite dishes and television antennas, or amateur radio operators as licensed by the FCC.</p>		
<p><i>Telecommunications Tower, Stealth</i> A freestanding telecommunications tower that is configured to fully conceal wireless telecommunications equipment and appear as a tree, flag pole, clock tower, or other vertical projection. Stealth telecommunication towers are not considered as freestanding telecommunication towers for the sake of collocation or accommodation of small wireless facilities.</p>	P	P
<p>VEHICLE ESTABLISHMENT The Vehicle Establishment Use Category includes use types involving the direct sale; rental; storage; and servicing of automobiles, trucks, motorcycles, recreational vehicles, and other consumer motor vehicles intended to transport persons or goods over land, whether for recreation, commerce, or personal transport. Accessory uses may include offices, sales of parts, maintenance facilities, parking, outdoor display, and vehicle storage.</p>		

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

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Conservation & Protection Vs. Working Lands**

Use Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VC	NR
<p><i>Crabshedding</i> An operation in the crab harvesting industry that involves the controlled shedding or molting of blue crabs to produce the more commercially valuable soft-shelled form. Soft crab shedding systems are designed to put near-molt crabs in a controlled environment, so they can efficiently be harvested during the period that the shell is soft. Accessory uses include indoor or outdoor storage of crab pots.</p>		
<p><i>Fuel Oil or Bottled Gas Distributor</i> An establishment that distributes fuel oil or bottled gases such as propane or liquid petroleum for compensation.</p>		
<p><i>General Industrial Service and Repair</i> Establishments engaged in the repair or servicing of agriculture, industrial, business, or consumer machinery, equipment, products, or by-products. Firms that provide these services do so by mainly providing centralized services for separate retail outlets. Contractors and building maintenance services and similar uses perform services off-site. Few customers, especially the general public, come to the site. Accessory activities may include retail sales, offices, parking, and storage.</p>		
<p><i>Heavy Equipment Sales, Rental, or Service</i> An establishment engaged in the display, sale, leasing, servicing, or rental of heavy equipment of 12,000 or more pounds gross vehicular weight (GVW). The use may also consist of a vehicle or series of vehicle that service or repair heavy equipment on-site.</p>		
<p><i>Research and Development</i> A business that engages in research, or research and development, of innovative ideas in technology-intensive fields. Examples include research and development of computer software, information systems, communication systems, transportation, geographic information systems, multi-media and video technology. Development and construction of prototypes may be associated with this use.</p>	P	
<p>MANUFACTURING AND PRODUCTION The Manufacturing and Production Use Category includes use types involved in the manufacturing, processing, fabrication, packaging, or assembly of goods. Products may be finished or semi-finished and are generally made for the wholesale market, for transfer to other plants, or to order for firms or consumers. The use category also includes custom industries (establishments primarily engaged in the on-site production of goods by use of hand tools and small-scale equipment). Goods are generally not displayed or sold on site, but if so, such sales are a subordinate part of total sales. Relatively few customers come to the manufacturing site. Accessory uses may include retail or wholesale sales, offices, cafeterias, parking, employee recreational facilities, warehouses, storage yards, repair facilities, truck fleets, fueling facilities, security and caretaker's quarters. Manufacturing of goods to be sold primarily on-site and to the general public is classified as Retail Sales if the manufacturing area does not exceed 35 percent of the development's gross floor area.</p>		
<p><i>Manufacturing, Heavy</i> The manufacture or compounding process of raw materials. These activities may involve outdoor operations as part of their manufacturing process.</p>		
<p><i>Manufacturing, Light</i> The mechanical transformation of predominantly previously prepared materials into new products, including assembly of component parts and the creation of products for sale to wholesale or retail markets or directly to consumers. Such uses are wholly confined within an enclosed building, do not include processing of hazardous gases and chemicals, and do not emit noxious noise, smoke, vapors, fumes, dust, glare, odor, or vibration.</p>		
<p>POWER GENERATION The Power Generation Use Category includes use types, whether institutional in nature or for profit, engaged in the production and short term storage of electrical power for use by other forms of development in different locations. Accessory uses include offices, equipment buildings, maintenance and repair facilities, and fencing or other security measures.</p>		

Attachment: PrincipleUseTableComparison (2828 : Richard Krainiak Rezoning Application)

**Camden County, North Carolina
Principal Use Table, District Comparison
Conservation & Protection Vs. Working Lands**

Use Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VC	NR
<p><i>Solar Array</i> Two or more solar collectors or photovoltaic panels configured as a principal use and intended to capture energy from sunlight, convert it to electricity, and save or deliver the electricity for off-site use.</p>	S	S
<p><i>Wind Energy Conversion Facility</i> A utility comprised of one or more towers each including a turbine with a series of two or more blades that produce energy when driven by the wind.</p>		
<p>WAREHOUSE AND FREIGHT MOVEMENT The Warehouse and Freight Movement Use Category includes use types involving the storage or movement of goods for themselves or other firms or businesses. Goods are generally delivered to other firms or the final consumer, except for some will-call pickups. There is little on-site sales activity with the customer present. Accessory uses include offices, truck fleet parking, outdoor storage, and maintenance areas. Use types that involve the transfer or storage of solid or liquid wastes are classified as Waste-Related Services.</p>		
<p><i>All</i> See use category definition.</p>		
<p>WASTE-RELATED SERVICES The Waste-Related Services Use Category includes use types that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes, or uses that manufacture or produce goods or energy from the composting of organic material or processing of scrap or waste material. This use category also includes use types that receive wastes from others. Accessory uses may include offices, outdoor storage, recycling of materials, and repackaging and trans-shipment of by-products. The Waste-Related Services Use Category does not include wastewater treatment plants and potable water treatment plants; these are classified as Utilities.</p>		
<p><i>Incinerator</i> A facility that burns refuse at high temperatures to reduce the volume of waste.</p>		
<p><i>Land Application of Sludge/Septage</i> The deposition of industrial processes or treated waste on land intended expressly for that purpose.</p>		
<p><i>Landfill</i> An area of land or an excavation used for disposal of solid waste.</p>		
<p><i>Public Convenience Center or Transfer Station</i> A publicly-owned and operated facility for the purposes of collection of trash and waste for relocation to a sorting facility or permanent long term storage location.</p>		
<p><i>Recycling Center</i> A facility engaged solely in the storage, processing, resale, or reuse of recyclable and recovered materials.</p>		
<p><i>Salvage or Junkyard</i> An establishment where junk, waste, discarded, salvaged, or similar materials such as old metals, wood, slush, lumber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, and the like, are brought, sold, exchanged, baled, packed, disassembled, stored, or handled, including used lumber and building material yards, house-wrecking yards, heavy equipment wrecking yards, and yards or places where salvaged house wrecking or structural steel materials are stored, handled, and sold.</p>		
<p><i>Waste Composting Facility</i> Uses where organic solid wastes are composted using composting technology. Accessory uses may include offices and repackaging and transshipment of by-products.</p>		

Attachment: PrincipleUseTableComparison (2828 : Richard Krainiak Rezoning Application)

Camden County, North Carolina
 Principal Use Table, District Comparison
 Conservation & Protection Vs. Working Lands

Use Class / Main Category / Category "P"=Permitted, "S"=Special Use Permit, Blank=Prohibited	VC	NR
WHOLESALE SALES		
<p>The Wholesale Sales Use Category includes use types involving the sale, lease, or rent of products primarily intended for industrial, institutional, or commercial businesses. The uses emphasize on-site sales or taking of orders and often include display areas. Businesses may or may not be open to the general public, but sales to the general public are limited. Products may be picked up on-site or delivered to the customer. Accessory uses may include offices, product repair, warehouses, minor fabrication services, outdoor storage, and repackaging of goods.</p>		
<p><i>Major</i> A wholesale use located in a building of more than 7,000 square feet of gross floor area, or that includes outdoor storage.</p>	S	
<p><i>Minor</i> A wholesale use located in a building of 7,000 square feet of gross floor area or less that does not include outdoor storage.</p>	P	

Attachment: PrincipleUseTableComparison (2828 : Richard Krainiak Rezoning Application)



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Fee Amt: \$64.00 Page 1 of 12

Camden County North Carolina
Tammie Krauss, Register of Deeds
BK 388 PG 597 - 608 (12)

DEED OF TRUST

RECORDATION REQUESTED BY:

Southern Bank and Trust Company, Elizabeth City, 101 E Ehringhaus St, PO Box 1585, Elizabeth City, NC 27909

WHEN RECORDED MAIL TO:

Southern Bank and Trust Company, PO Box 1018, Mount Olive, NC 28365

SEND TAX NOTICES TO:

RICHARD K KRAINIAK and COLLEEN G KRAINIAK, 103 CAMELLIA DR, CAMDEN, NC 27921

This Deed of Trust prepared by:

X _____

Prepared by and Return to:

R. Mark Warren
The Twiford Law Firm, PC
P.O. Box 669
Moyock, NC 27958

MAXIMUM LIEN. The maximum principal amount secured by this Deed of Trust shall not exceed at any one time \$46,500.00.

THIS DEED OF TRUST is dated April 16, 2020, among RICHARD K KRAINIAK, whose address is 103 CAMELLIA DR, CAMDEN, NC 27921 and COLLEEN G KRAINIAK, whose address is 103 CAMELLIA DR, CAMDEN, NC 27921 ("Grantor"); Southern Bank and Trust Company, whose address is Elizabeth City, 101 E Ehringhaus St, PO Box 1585, Elizabeth City, NC 27909 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Goshen Inc., whose address is PO Box 729, Mount Olive, NC 28365 (referred to below as "Trustee").

CONVEYANCE AND GRANT. NOW, THEREFORE, as security for the Indebtedness, advancements and other sums expended by the Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys' fees as provided in the Note) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to Trustee, and Trustee's heirs or successors and assigns, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in CAMDEN County, State of North Carolina:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property tax identification number is 03895304802636.

To have and to hold said Real Property with all privileges and appurtenances thereunto belonging, to the Trustee, his heirs, successors and assigns forever, upon the trusts, terms and conditions and for the uses hereinafter set forth.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor

Attachment: Deed (2828 : Richard Krainiak Rezoning Application)

Exhibit A

All that certain lot or parcel of land situated in SHILOH Township, CAMDEN County, North Carolina and more particularly described as follows:

Beginning at a point located at the intersection of the southern right of way line of NC Highway 343 with the eastern right of way line of state road #1113 and running from said beginning point along the southern right of way line of NC Highway 343 South 88° 26' East 241.4 feet to a point; thence continuing with said right of way line South 83° 32' East 138.6 feet to a point; thence continuing with said right of way line South 79° 0' East 148.4 feet to point; thence South 27° 16' West 393.1 feet to a point; thence North 53° 22' West 505.4 feet to a point in the eastern margin of said State Road #1113; thence with the eastern margin of said State Road #1113 North 31° 49' East 115.7 feet to a point and place of beginning containing 2.99 acres, more or less, as shown on survey of subject property by Charles E Brown, III, dated July 30, 1993 and recorded in Plat Cabinet 2, Slide 58A of Camden Registry.

Attachment: Deed (2828 : Richard Krainiak Rezoning Application)

**DEED OF TRUST
(Continued)**

Loan No: 1088002918

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and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale. Grantor expressly waives, to the extent permitted by North Carolina law, all of Grantor's rights under (a) North Carolina General Statutes Sections 26-7 through Section 26-9, or any similar or subsequent laws and (b) North Carolina General Statutes Section 25-3-605 relating to the impairment of the collateral, or any similar or subsequent law.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may

Attachment: Deed (2828 : Richard Krainiak Rezoning Application)

**DEED OF TRUST
(Continued)**

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contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by North Carolina law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its

Attachment: Deed (2828 : Richard Krainiak Rezoning Application)

**DEED OF TRUST
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sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require

Attachment: Deed (2828 : Richard Krainiak Rezoning Application)

**DEED OF TRUST
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that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. The lien of this Deed of Trust and the security interest granted hereby will automatically attach, without further act, to all after-acquired property attached to and or used in the operation of the Property or any part thereof. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of

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termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Express Power of Sale Provision. Upon the application or request of Lender, it shall be lawful for and the duty of the Trustee, and the Trustee is hereby authorized and empowered, to expose to sale and to sell the

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Property at public auction for cash, after having first complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust or such other sales appropriate under the circumstances; and upon any such sale, the Trustee shall convey title to the purchaser in fee simple. In the event of any sale under this Deed of Trust by virtue of the exercise of the powers granted in this Deed of Trust, or pursuant to any order and any judicial proceeding or otherwise, the Property may be sold as an entirety or in separate parcels and in such manner or order as Lender in its sole discretion may elect. Trustee shall be authorized to hold a sale pursuant to North Carolina General Statute Chapter 45. If Trustee so elects, Trustee may sell the Property covered by this Deed of Trust at one or more separate sales in any manner permitted by applicable North Carolina law, and any exercise of the powers granted in this Deed of Trust shall not extinguish or exhaust such powers, until the entire Property is sold or the Indebtedness is paid in full. If such Indebtedness is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Lender may at its option exercise the remedies granted under any of the security agreements either concurrently or independently and in such order as Lender may determine.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

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POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Trustee's Fees. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale for a completed foreclosure. In the event foreclosure is commenced, but not completed, Grantor shall pay all expenses incurred by Trustee and partial commission computed on five percent (5%) of the outstanding Indebtedness, according to the following schedule: one-fourth of the commission before Trustee issues a notice of hearing on the right to foreclosure; one-half of the commission after issuance of notice of hearing; three-fourths of the commission after a hearing; and the full commission after the initial sale.

Express Power to Substitute a Trustee. Lender shall have the irrevocable right to remove at any time and from time to time without limit the Trustee named in this Deed of Trust without notice or cause and to appoint a successor by an instrument in writing, duly acknowledged, in such a form as to entitle such written instrument to be recorded in the State of North Carolina; and, in the event of the death or resignation of the Trustee named in this Deed of Trust, Lender shall have the right to appoint a successor by such written instrument, and any Trustee so appointed shall be vested with the title to the Property, and shall possess all the powers, duties and obligations herein conferred on the Trustee in the same manner and to the same extent as though the successor trustee were named in this Deed of Trust as Trustee.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

RIGHT TO CURE . Before exercising its rights under that section of this Agreement entitled "Rights and Remedies on Default," Lender shall give such notice and opportunity to cure as may be required by the Note and applicable law.

MODIFICATIONS AND EXTENSIONS . The terms of any Note, Credit Agreement or other instrument evidencing the Indebtedness or any other obligation secured by this instrument may be changed from time to time by agreement between the holder(s) thereof and the parties obligated thereon as maker(s). Changes may include the renewal, extension, modification, amendment, refinancing, and/or restatement of the obligation. For example, the holder(s) and maker(s) may agree to (a) increase or decrease the interest rate, (b) convert the obligation to or from a closed-end or an open-end obligation, (c) convert the obligation to or from a fixed interest rate obligation or an adjustable interest rate obligation, (d) increase or decrease the payment amount, (e) change the payment schedule, (f) extend or shorten the time during which future advances may be made, (g) amortize a balloon payment, (h) extend or shorten the maturity date, and/or (i) any combination of the foregoing. The obligation as so changed from time to time shall continue to be secured by this instrument with a priority as of the date this instrument is filed or recorded, regardless of whether such changes are filed or recorded.

EXPANDED DEFINITION OF INDEBTEDNESS. The definition of the term "Indebtedness" as contained in the section of this Deed of Trust entitled "DEFINITIONS" is hereby modified, expanded, and supplemented to include the following additional sentence: "The word "Indebtedness" also means all principal, interest, and other amounts, costs, and expenses payable under any other obligation secured from time to time by this Deed of Trust (including, without limitation, all obligations, debts and liabilities described in the section of this Deed of Trust entitled "CROSS-COLLATERALIZATION"), together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for any such other obligation." However, notwithstanding anything in this Deed of Trust to the contrary, the term "Indebtedness" shall not include, and this Deed of Trust shall not secure, any obligation or indebtedness for which disclosures are required under the federal Truth-in-Lending Act and its implementing regulations as promulgated by the Consumer Financial Protection Bureau unless the required Truth-in-Lending disclosures were adequately given.

GRANTOR'S ADDITIONAL WAIVERS. To the extent permitted by applicable law, Grantor also expressly waives all benefits, claims, rights and defenses Grantor may have or acquire that are based on: (a) any statutory or common law provision limiting the liability of or requiring the discharge or exoneration of a guarantor or surety;

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(b) the law of suretyship or impairment of collateral, including any benefits, claims, rights or defenses Grantor may have or acquire pursuant to sections 3-419 and 3-605 of the Uniform Commercial Code as adopted and amended from time to time by the various states; (c) any statutory or common law provision that releases, discharges, or limits the liability of a remaining obligor following the release of a joint obligor; (d) homestead or exemption laws and any rights thereunder with respect to any collateral taken as security for the Indebtedness; (e) any "one action," "anti-deficiency" or other statutory or common law provision limiting the right of Lender to obtain a judgment against or to otherwise proceed against any person or entity obligated for payment of the Indebtedness (including Grantor, if that is the case), whether before or after the foreclosure, sale or other disposition of any collateral taken as security for the Indebtedness; and (f) any legal or equitable doctrine or principle of marshalling. Lender shall not be required to sell or dispose of collateral in inverse order of alienation or in any other particular order. Without affecting or lessening Lender's rights under this Deed of Trust, Lender may do or not do any of the following with respect to the Indebtedness or Note without Grantor's knowledge, consent or joinder: (i) grant extensions of time for payment, (ii) grant renewals, (iii) permit modifications of payment terms or other terms or conditions, (iv) permit assumptions of the Indebtedness or Note, (v) release one or more borrowers or guarantors from liability, and (vi) exchange or release any collateral or other security.

RIGHT TO CURE. Prior to accelerating the Indebtedness secured by this Deed of Trust, Lender shall give such notice and opportunity to cure as may be required by the Note or Credit Agreement and by applicable law. The provisions of this section shall not supersede or limit the application of any controlling provisions of state law concerning notice of default, the right to cure, or the right to reinstate, and nothing in this Deed of Trust shall be deemed a waiver of those provisions; provided, however, that the provisions of the Note or Credit Agreement and any such state law requirements shall run concurrently.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Carolina without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of North Carolina.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the

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Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Southern Bank and Trust Company, and its successors and assigns.

Borrower. The word "Borrower" means RICHARD K KRAINIAK and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the default section of this Deed of Trust.

Grantor. The word "Grantor" means RICHARD K KRAINIAK and COLLEEN G KRAINIAK.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Southern Bank and Trust Company, its successors and assigns.

Note. The word "Note" means the promissory note dated April 16, 2020, in the original principal amount of **\$46,500.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Goshen Inc., whose address is PO Box 729, Mount Olive, NC 28365 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS DEED OF TRUST IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DEED OF TRUST IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X *Rh* (Seal)
~~RICHARD K KRAINIAK~~

X *Colleen G. Krainiak* (Seal)
~~COLLEEN G KRAINIAK~~

INDIVIDUAL ACKNOWLEDGMENT

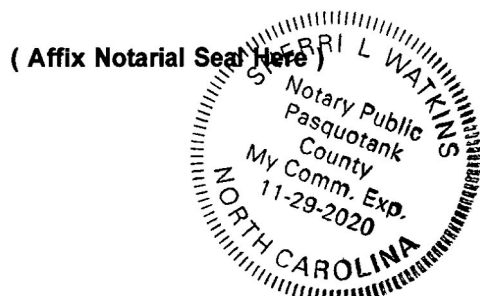
STATE OF NC)
) SS
COUNTY OF Pasquotank)

Sherril Watkins, a Notary Public for said County and State, certify that RICHARD K KRAINIAK and COLLEEN G KRAINIAK personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal this the 16th day of April, 2020.

Sherril Watkins
Notary Public

My Commission Expires:
11-29-2020



Attachment: Deed (2828 : Richard Krainiak Rezoning Application)



Ordinance No. 2020-11-01

**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 property currently shown in the Camden County Tax Assessor's Office as PIN 03-8953-04-80-2636, the three acres is hereby re-zoned from Village Commercial (VC) to Neighborhood Residential (NR).

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 2nd day of November, 2020.

County of Camden

Tom White, Chairman
Board of Commissioners

ATTEST:

Amy Barnett
Assistant Clerk to the Board

Attachment: Ordinance2020_11_01 (2828 : Richard Krainiak Rezoning Application)



CAMDEN COUNTY
NORTH CAROLINA • USA

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**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Old Business

Item Number: 5.A
Meeting Date: November 02, 2020
Submitted By: Dan Porter, Planning Director
 Planning & Zoning
 Prepared by: Karen Davis
Item Title **Appeal of Demolition Orders**
Attachments: Agenda Summary Nov 2 2020_Overton (DOCX)
 Resolution 2020-09-01 Overton 165_167 (DOCX)
 Resolution 2020-09-02 Overton1275 (DOCX)
 Resolution 2020-09-03 Overton 1330 (DOCX)

See attached summary and supporting documentation.

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

Meeting Date: November 2, 2020

Attachments: 3

Submitted By: Code Enforcement

Item Title: **Appeal of Demolition Orders**

- Abode of Camden, Inc.
Property Location: 1275 NC Hwy 343 S (Shiloh)
- Geraldine Overton
Property Location: 1330 NC Hwy 343 S (Shiloh)
- Geraldine Overton
Property Location: 165 & 167 Alder Branch Rd. (Shiloh)

Summary:

On September 8, 2020 the Board of Commissioners held a hearing to consider resolutions ordering the demolition of dilapidated houses located at the above addresses. Following the hearing the Board of Commissioners asked Mr. Overton to prepare and submit a plan of action by the date of the November Board of Commissioners meeting to bring the houses into compliance with the code or demolish them.

Motion: Affirm/Deny/or Modify the Code Enforcement Officer's Orders for each property.



2020-09-01

Resolution Affirming Demolition Order

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

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

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

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

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

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

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

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

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

Adopted this the 2nd day of November, 2020.

ATTEST:

Tom White, Chairman
Camden County Board of Commissioners

Amy Barnett
Assistant Clerk to the Board

Attachment: Resolution 2020-09-01 Overton 165_167 (2817 : Appeal of Demolition Orders)



2020-09-02

Resolution Affirming Demolition Order

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

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

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

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

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

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

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

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

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

Adopted this the 2nd day of November, 2020.

ATTEST:

Tom White, Chairman
Camden County Board of Commissioners

Amy Barnett
Assistant Clerk to the Board

Attachment: Resolution 2020-09-02 Overton1275 (2817 : Appeal of Demolition Orders)



2020-09-03

Resolution Affirming Demolition Order

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

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

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

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

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

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

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

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

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

Adopted this the 2nd day of November, 2020.

ATTEST:

Tom White, Chairman
Camden County Board of Commissioners

Amy Barnett
Assistant Clerk to the Board

Attachment: Resolution 2020-09-03 Overton 1330 (2817 : Appeal of Demolition Orders)



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**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Consent Agenda

Item Number: 6.A
Meeting Date: November 02, 2020
Submitted By: Karen Davis, Clerk to the Board
Board of Commissioners
Prepared by: Karen Davis
Item Title **BOC Meeting Minutes - October 5, 2020**
Attachments: bocminutes_100520 (DOCX)

Camden County Board of Commissioners
October 5, 2020
Regular Meeting – 7:00 PM
Historic Courtroom - Camden, North Carolina

MINUTES

The regular meeting of the Camden County Board of Commissioners was held on October 5, 2020 in the Historic Courtroom, Camden, North Carolina.

WELCOME & CALL TO ORDER

The meeting was called to order by Chairman Tom White at 7:00 PM. Also Present: Vice Chairman Clayton Riggs, Commissioners Garry Meiggs, Randy Krainiak and Ross Munro.

INVOCATION & PLEDGE OF ALLEGIANCE

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

ITEM 1. PUBLIC COMMENTS

Suzanne Berry of Scotland Road spoke in opposition to the South Mills Landing Development. Her primary areas of concern include the potential for increased taxes for services such as fire and rescue, law enforcement and schools. Ms. Berry also expressed concern that the lifelong residents and farmers would be run out of the county.

Marshall Powell of Sawyer Creek Road spoke in opposition to the South Mills Landing Development. His primary areas of concern are flooding/drainage, increased burden on law enforcement, fire and EMS.

Mary Cherry Tirak of Chamberlain Road spoke in opposition to the South Mills Landing Development. She encouraged the commissioners to review the group Facebook page of Camden Citizens Against Overdevelopment and read the posted comments. Additionally, approximately 75 residents attended a neighborhood meeting in regard to South Mills Landing on September 30, 2020. Ms. Tirak's primary areas of concern included the following:

- The number of citizens who were not aware of the recent planned developments in the county.
- Severe flooding/drainage issues within the area of the planned development and its effects on the safety and wellbeing of the residents in the area.
- The increased burden that will be placed on the South Mills Volunteer Fire Department.
- The increased burden to the Sheriff's Office, which could potentially lead to a tax increase.
- The increased burden to EMS and its current response time to the county after 9:00 PM.
- Increased impact to the school system and the potential for an additional tax increase.
- The increased burden on internet service capacity.
- The increased burden on the post office / mail carriers in South Mills.
- Increased traffic within the area of the planned development.
- Negative impacts to the farm community.

County Attorney John Morrison expressed concern that due to the number of those wishing to speak on this subject, and that a Public Hearing has already been held and closed, it may become necessary to schedule an additional Public Hearing to allow those in opposition and support of this project the opportunity to be heard. A second Public Hearing could be set and duly advertised and held at a later date. Although the developer gave his consent to the continuation of the public comments, after a brief discussion it was the consensus of the Board that an additional Public Hearing be advertised and scheduled at a later date and that this item would be officially considered at the appropriate place on the agenda.

The remainder of those individuals wishing to address the Board on the matter of the South Mills Landing Development were requested to return at the scheduled Public Hearing.

Penny Royal, on behalf of Sanders Crossing Subdivision, addressed the Board. Ms. Sanders requested assistance from the County in the repair of the roads in the subdivision, which are not part of the NCDOT State Maintained Secondary Road System. Due to the condition of the roads, school buses and emergency vehicles are unable to access the homes in the subdivision. Ms. Royal expressed concern that there continue to be additional planned developments but existing roads are in disrepair. Ms. Royal questioned the use of FEMA grant funds that were awarded to the County for infrastructure for Sanders Crossing. It is the request of Ms. Royal that the County provide assistance in this matter. Additional concerns of Ms. Royal's include lack of water pressure, internet service capacity and flooding/drainage.

ITEM 2. CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

ITEM 3. CONSIDERATION OF THE AGENDA

The Consent Agenda was amended to add Budget Amendment 2020-21-BA005.

Motion to approve the agenda presented with the amendment.

RESULT:	PASSED [5-0]
MOVER:	Garry Meiggs
AYES:	White, Krainiak, Riggs, Meiggs, 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 [5-0]
MOVER:	Clayton Riggs
AYES:	White, Krainiak, Riggs, Meiggs, Munro

New Business

- A. Monthly Report – David Credle

South Camden Water & Sewer Board
Monthly Work Order Statistics Report
 Period: August 2020

	Submitted Work Orders	Completed Work Orders	Percentage Completed	Status of Uncompleted Work Orders
Water/Distribution	71	71	100%	0
Sewer/Collection	1	1	100%	0

Locates:

Water Line: 64
 Sewer Line: 8
 Water & Sewer, same ticket: 1
 Hydrant flow test: 4 hydrants painted

Public Works Director Notes/Comments: Ten work orders have been reviewed for accuracy.
 Water treated at the water treatment plant in August: 15,381,597 gallons
 Daily average water usage for August: 496,181 gallons
 Current treatment capacity at the water treatment plant: 720,000 gallons per day.

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
2019									
August	104	100%	0%	102	2	131	21	1	27
Sept	82	100%	0%	80	2	131	20	4	0
Oct	99	100%	0%	97	2	257	10	5	0
Nov	144	100%	0%	143	1	275	6	2	0
Dec	80	100%	0%	80	0	106	7	1	0
2020									
Jan	111	100%	0%	110	1	47	8	9	0
Feb	48	100%	0%	47	1	92	6	0	0
March	41	100%	0%	39	2	51	18	4	0
April	51	100%	0%	49	2	89	8	17	0
May	48	100%	0%	46	2	88	15	2	0 flow/15 (painted)
June	71	100%	0%	69	2	55	7	1	0 flow/21(painted)
July	86	100%	0%	82	4	69	6	2	0
August	72	100%	0%	71	1	64	8	1	0 flow/4(painted)
Public Works Director Notes/Comments: (outstanding maintenance issues staffing issues, etc)									

South Mills Water usage exceeded 150,000 gallons for all but two days of the previous month.

Motion to approve the monthly report as presented.

RESULT:	PASSED [5-0]
MOVER:	Garry Meiggs
AYES:	White, Krainiak, Riggs, Meiggs, Munro

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

RESULT:	PASSED [5-0]
MOVER:	Clayton Riggs
AYES:	White, Krainiak, Riggs, Meiggs, Munro

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

ITEM 4. PUBLIC HEARINGS

A. Camden Commerce Park Property Sale – Ken Bowman

Motion to open the public hearing for Camden Commerce Park Property Sale.

RESULT:	PASSED [5-0]
MOVER:	Ross Munro
AYES:	White, Krainiak, Riggs, Meiggs, Munro

County Manager Ken Bowman presented a Performance Agreement in regard to the sale of property in the Camden Commerce Park to Southeastern Equipment. The proposed consideration will be \$12,000 per acre for the real estate, plus additional consideration in the form of infrastructure improvements as described in the Performance Agreement.

PERFORMANCE AGREEMENT

This Performance Agreement (the "Agreement") is made and entered into as of August 4, 2020 by and between Camden County, North Carolina, acting by and through the Board of Commissioners and the Economic Development Commission (the "County") and Southeastern Equipment (the "Company").

WHEREAS, the Company has acquired certain real property in the Camden Commerce Park, Camden County, North Carolina, containing 16 ±± acres, more or less, (the "Site"), for the location of a heavy earthmoving equipment facility (the "Facility") offering for sale, rental, and auction new and used equipment (the "Project"). The Company contemplates an investment in Camden County in land, buildings, and equipment of \$9 Million within Eighteen Months (18) months of the acquisition of the Site, and further contemplates creation of 5-8 new full-time jobs by that time, all with an average annual compensation, excluding benefits, of at least \$35,000.00, and proposes to maintain such investment and number of jobs for at least ten (10) years; and

WHEREAS, the County has determined that the proposed Project will benefit the residents of Camden County, North Carolina by stimulating local commerce and trade, increasing employment, and providing substantial direct tax revenues; and

WHEREAS, the parties hereto acknowledge that the participation by the County is for the benefit of the residents of the County and therefore the Company recognizes its obligation to employ residents of the County whenever possible; and

WHEREAS, the parties hereto wish to articulate and pledge their mutual commitments to one another.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

-1-

**ARTICLE I
OBJECTIVES**

1.1 The parties hereby agree that, in consideration of the Company undertaking the Project with its employment opportunities, investment, tax revenues and utility revenues in the County, the County intends to provide the respective incentives set forth herein.

1.2 The Company hereby agrees that in consideration of the provision of said incentives, it intends to develop and maintain the Project in the County in accordance with the terms hereof and undertake reasonable efforts to employ residents of Camden County.

**ARTICLE II
THE COMPANY'S COMMITMENTS**

2.1 In consideration of the performance by the County of their Commitments set out in Article III, the Company proposes that the Project will result in the following:

@ An investment in land, buildings, and equipment of not less than \$9 Million within eighteen (18) months following the acquisition of the property and maintain such land, buildings, and equipment for a period of ten (10) years (the "Maintenance Period") commencing on the date of issuance of the Certificate of Occupancy for The Facility.

2.2 The Company proposes to comply in all material respects with all federal, state, and local regulations, sewer ordinance, and requirements related to the Project, including other documentation in connection with all incentive programs as described in this Performance Agreement.

2.3 While the Company is a minor emitter of materials into the air, water and soil; it will comply with all permitted applications to allow it to perform business in Camden County.

-2-

Attachment: bocminutes_100520 (2815 : BOC Meeting Minutes - October 5, 2020)

24 Company shall provide 60 foot easement for a possible future roadway along the eastern boundary of the property. County has installed Sewer lines along Eco Park Drive & along eastern boundary running from Lot 14 to Lot 19. The Company shall provide to the County a 20 foot maintenance easement along the property's eastern boundary centered on the sewer line. The 20-foot maintenance easement can be within the Sixty (60) Right of Way (ROW) easement.

2.5 The Company will need to purchase a water meter and connection from South Mills Water Association (SMWA), and a sewer connection from South Camden Water and Sewer District.

**ARTICLE III
THE COUNTY'S COMMITMENTS**

31 The County, acting by and through the Board of Commissioners and the Economic Development Commission, acknowledges that certain commitments are hereby made to the Company to induce it to develop the Project in Camden County, North Carolina.

32 The County, pursuant to statutory authority, proposes to provide the following assistance in support of the Project:

(i) Design and construct the access road to the site (Lot 14), approximately 500 linear feet in length and up to 18 feet in width.

33 County staff will meet with the Company's design professional for review of the project's site plan and provide written comments within ten working days. Following staff review the site plan will require review / approval by the County Stormwater Engineer and the Camden County Planning Board. The County acknowledges that the acquisition of the Site for the Facility shall be subject to obtaining all zoning, subdivision and building approvals required to permit the Company's intended uses of the Site.

34 The County also acknowledges that the acquisition of the Site is subject to the Company's completion of its due diligence including but not limited to title, survey, environmental, and geotechnical.

-3-

35 The County will install internet access to a single point within the Commerce Park. The Company will be responsible for extending connection to their business.

36 The County will coordinate with Albemarle Electric Cooperative to extend electrical service to boundary of Lot 14. The Company will be responsible for the service connection.

37 The County will coordinate with The Company on State approvals of required storm water-wetland features to accommodate initial and future development. Any development shall require Stormwater Plans to be reviewed and approved in accordance with the Camden County Stormwater Drainage Manual.

(i) The Company agrees to design their stormwater improvements to accept runoff for the 500-foot road extension.

(ii) The County is not obligated to construct or provide funding for the actual required stormwater improvements.

**ARTICLE IV
REMEDIES FOR FAILURE TO PERFORM**

41 The Company will provide reasonable verification of its compliance with the maintenance commitment and the investment commitment as set out in Article II, Section 2.1 (i) herein. Progress reports will be provided annually on April 1, starting at April 1, 2021, and covering the period through the end of the prior calendar year. With each such progress report, the Company shall report to County the amount invested and maintained by the Company in the prior calendar year. County pledges to the Company that it considers such information to be confidential proprietary information that is exempt from public disclosure under the North Carolina Freedom of Information Act and that such information will be used by County solely in calculating aggregate return on invested capital analyses for purposes of gauging the overall effectiveness of economic development incentives.

4.2 **Repayment Obligation:** If the Company fails to meet or defaults on its investment obligation at any time during the Maintenance Period as set out in Article II, 2.1 (i) of this Performance Agreement, then the County shall provide the Company with a written notice of default after which the Company will be given ninety (90) days following receipt of such notice

-4-

to cure such default. If the default has not been cured by the end of the ninety (90) day period, the Company shall repay to the County that portion of the value of the incentives as set forth in Section 3.2 (i) that is proportional to the shortfall.

4.3 **Determination of Inability to Comply:** If the County shall determine at any time prior to the expiration of the Maintenance Period that the Company is unable or unwilling to meet and Maintain its Investment, and if the County shall have promptly notified the Company of such determination, the Company must repay to the County that portion of the value of the incentives as set forth in Section 3.2 (i), that is proportional to the shortfall. Such a determination will be based on such circumstances as a filing by or on behalf of the Company under Chapter 7 of the U.S. Bankruptcy Code, the liquidation of the Company, an abandonment of the Facility by the Company or other similar significant event that demonstrates the Company will be unable or is unwilling to satisfy the Target for the economic incentives. Such repayment shall be due from the Company to the County within ninety days of the written notice by County.

**ARTICLE V
MISCELLANEOUS**

51 The parties agree to execute and deliver such additional instruments and documents, provide such additional financial or technical information, and to act with due diligence and good faith to comply with the terms of this Performance Agreement, and to work together in a mutually supportive manner to accomplish the realization of the Project.

52 The terms of this Performance Agreement shall be subject to the approval of the County's Board of Commissioners, the Directors of the County's Economic Development Commission, and the Company.

53 All communications and notices regarding this Performance Agreement shall be delivered by registered first class mail, postage prepaid, or by nationally recognized courier for delivery on the next business day, or by teletype (with such teletype to be promptly confirmed in writing sent by mail or overnight courier as aforesaid) as follows:

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CAMDEN COUNTY County Manager
P.O. Box 190
330 East Highway 158
Camden, NC 27921
kbowman@camdencountync.gov

SOUTHEASTERN EQUIPMENT Bryan Smith
2506 S Military Hwy
Chesapeake, VA 23320
bsmith@secvva.net

IN WITNESS WHEREOF, the Company has caused its name to be hereunto subscribed by its Board of Directors, and the County has caused its name to be hereunto subscribed by the Chairman of the Board of Commissioners, the Chairman of the Economic Development Commission and the Clerk of the Board, as of the date hereinafter written.

CAMDEN COUNTY, NORTH CAROLINA
ECONOMIC DEVELOPMENT COMMISSION


BY: _____
DATE: Gregg Stewart, Chairman

ATTESTED BY: _____
Secretary

CAMDEN COUNTY, NORTH CAROLINA
BOARD OF COMMISSIONERS

10-7-20 BY: *Tom White*
DATE: Tom White, Chairman

ATTESTED BY: *Karen M. Davis*
Clerk to the Board



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Attachment: bocminutes_100520 (2815 : BOC Meeting Minutes - October 5, 2020)

CHESAPEAKE, VIRGINIA
 SOUTHEASTERN EQUIPMENT CORP

By: _____
 Bryan Smith, President

DATE _____

ATTESTED BY:

Public Comments – None.

Motion to close the Public Hearing.

RESULT: PASSED [5-0]
MOVER: Ross Munro
AYES: White, Krainiak, Riggs, Meiggs, Munro

Motion to add Camden Commerce Park Property Sale to New Business as Item 5.D.

RESULT: PASSED [5-0]
MOVER: Ross Munro
AYES: White, Krainiak, Riggs, Meiggs, Munro

ITEM 5. NEW BUSINESS

A. South Mills Landing

Motion to schedule a second Public Hearing for the November 2, 2020 Regular Meeting of the Board of Commissioners.

RESULT: PASSED [5-0]
MOVER: Ross Munro
AYES: White, Krainiak, Riggs, Meiggs, Munro

As a matter of record, Commissioner Munro stated that although he was absent from the September 8, 2020 Public Hearing on South Mills Landing, he has reviewed the meeting in its entirety.

B. Tax Report – Lisa Anderson

July 2020 Report

<u>MONTHLY REPORT OF THE TAX ADMINISTRATOR TO THE CAMDEN COUNTY BOARD OF COMMISSIONERS</u>		
<u>OUTSTANDING TAX DELINQUENCIES BY YEAR</u>		
<u>YEAR</u>	<u>REAL PROPERTY</u>	<u>PERSONAL PROPERTY</u>
2019	166,609.83	6,893.07
2018	55,092.46	2,360.45
2017	26,980.11	2,364.81
2016	12,411.52	1,546.93
2015	7,986.62	767.95
2014	11,028.92	1,093.75
2013	7,447.15	4,765.29
2012	5,778.79	7,485.57
2011	4,667.14	6,296.77
2010	4,149.58	4,642.02

TOTAL REAL PROPERTY TAX UNCOLLECTED	302,152.12
TOTAL PERSONAL PROPERTY UNCOLLECTED	38,216.61
TEN YEAR PERCENTAGE COLLECTION RATE	99.54%
COLLECTION FOR 2020 vs. 2019	15,594.31 vs. 10,179.61
<u>LAST 3 YEARS PERCENTAGE COLLECTION RATE</u>	
2019	97.75%
2018	99.24%
2017	99.59%

EFFORTS AT COLLECTION IN THE LAST 30 DAYS
ENDING July 2020
BY TAX ADMINISTRATOR

<u>109</u>	NUMBER DELINQUENCY NOTICES SENT
<u>6</u>	FOLLOWUP REQUESTS FOR PAYMENT SENT
<u>0</u>	NUMBER OF WAGE GARNISHMENTS ISSUED
<u>0</u>	NUMBER OF BANK GARNISHMENTS ISSUED
<u>3</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>0</u>	NUMBER OF JUDGMENTS FILED

30 Largest Unpaid – Real

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	7,411.65	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	01-8929-00-34-2503.0000	7,166.08	1	STONEBRIAR COMMERCIAL FINANCE	SOUTH MILLS	
R	02-8934-01-17-4778.0000	5,094.04	3	LARRY G. LAMB SR	CAMDEN	152 158 US W
R	02-8934-01-18-6001.0000	4,506.18	1	LINDA SUE LAMB HINTON	CAMDEN	150 158 US W
R	02-8935-02-66-7093.0000	4,354.16	2	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R	03-8899-00-16-2671.2425	4,265.24	1	SPRING LOTUS LLC	SHILOH	141 EDGEWATER DR
R	03-8899-00-45-2682.0000	3,839.99	10	SEAMARK INC.	SHILOH	HOLLY RD
R	02-8944-00-36-1417.0000	3,816.88	1	ROSA ALICE FEREBEE HEIRS	CAMDEN	165 IVY NECK RD
R	03-8972-00-54-4332.0000	3,764.55	1	GILBERT WAYNE OVERTON &	SHILOH	1330 343 HWY S
R	02-8944-00-75-7172.0000	3,376.93	1	KIM SAWYER	CAMDEN	110 MILL DAM RD N
R	02-8934-01-18-8072.0000	3,234.74	1	ARNOLD AND THORNLEY, INC.	CAMDEN	146 158 US W
R	02-8935-01-08-8786.0000	2,940.10	1	LINWOOD GREGORY	CAMDEN	253 SLEEPY HOLLOW RD
R	02-8934-01-29-4617.0000	2,923.24	1	JAMES B. SEYMOUR ETAL	CAMDEN	112 158 US W
R	02-8945-00-41-2060.0000	2,922.52	1	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	168 BUSHELL RD
R	02-8943-01-17-4388.0000	2,909.12	1	THOMAS REESE	CAMDEN	301 JAPONICA DR
R	01-7081-00-52-7312.0000	2,805.98	1	WILLIAM K. COLONNA	SOUTH MILLS	256 CULPEPPER RD
R	02-8923-00-19-3774.0040	2,720.76	1	NMJ PROPERTIES LLC	CAMDEN	431 158 US W
R	02-8944-00-99-1027.0000	2,716.91	2	JOHNNIE MERCER HEIRS	CAMDEN	MCKIMMEY RD
R	03-9809-00-23-8838.0000	2,631.32	1	WILLIAM DAVID BYRUM	SHILOH	112 HIGH RD
R	01-7999-00-62-3898.0000	2,568.65	1	MICHAEL ASKEW	SOUTH MILLS	257 A OLD SWAMP RD
R	03-8962-00-67-1021.0000	2,509.41	3	CECIL BARNARD HEIRS	SHILOH	WICKHAM RD
R	02-8943-01-06-9013.0000	2,459.32	1	JEWEL H. DAVENPORT	CAMDEN	WINDY HEIGHTS DR
R	03-9809-00-24-8236.0000	2,401.72	1	GENE W IRBY	SHILOH	503 SAILBOAT RD
R	02-8934-03-31-9750.0000	2,345.25	1	CAROLYN MCDANIEL	CAMDEN	195 COUNTRY CLUB RD
R	03-8962-00-05-0472.0000	2,335.19	1	FRANK MCMILLIAN HEIRS	SHILOH	172 NECK RD
R	02-8934-01-29-4776.5853	2,234.11	1	C. RUSSELL HASTINGS JR.	CAMDEN	110 158 US W
R	01-7090-00-70-3221.0000	2,209.29	1	LONZO FISHER GREGORY	SOUTH MILLS	406 OLD SWAMP RD
R	03-8943-02-75-4196.0000	2,142.76	2	SHERRILL M PRICE JR	SHILOH	115 COOKS LANDING RD
R	03-8965-00-37-4242.0000	2,099.04	2	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-8907-00-08-4393.0000	2,047.13	2	CARLTON WOOLARD	SOUTH MILLS	1010 343 HWY N

Attachment: bocminutes_100520 (2815 : BOC Meeting Minutes - October 5, 2020)

30 Oldest Unpaid – Real

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	10	7,411.65	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8889-00-45-2682.0000	10	3,839.99	SEAMARK INC.	SHILOH	HOLLY RD
R	01-7080-00-62-1977.0000	10	2,034.38	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	03-8952-00-95-8737.0000	10	2,032.30	AUDREY TILLET	SHILOH	171 NECK RD
R	03-8943-04-93-8214.0000	10	1,987.78	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7988-00-91-0179.0000	10	1,929.64	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	
R	01-7999-00-32-3510.0000	10	1,856.74	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
R	01-7999-00-12-8596.0000	10	1,787.55	MOSES MITCHELL HEIRS	SOUTH MILLS	165 BUNKER HILL RD
R	01-7989-04-60-1568.0000	10	945.00	EMMA BRITE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	01-7989-04-60-1954.0000	10	922.16	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
R	01-7090-00-60-5052.0000	10	777.91	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
R	02-8936-00-24-7426.0000	10	670.53	BERNICE PUGH	CAMDEN	113 BOURBON ST
R	03-9809-00-24-6322.0000	10	636.33	DAVID B. KIRBY	SHILOH	499 SAILBOAT RD
R	02-8955-00-13-7846.0000	10	583.82	MARIE MERCER	CAMDEN	IVY NECK RD
R	03-8980-00-61-1968.0000	10	313.93	WILLIAMSBURG VACATION	SHILOH	CAMDEN POINT RD
R	01-7090-00-95-5262.0000	10	253.12	JOHN F. SAWYER HEIRS	SOUTH MILLS	OLD SWAMP RD
R	03-8980-00-84-0931.0000	10	252.86	CARL TEUSCHER	SHILOH	218 BROAD CREEK RD
R	03-9809-00-45-1097.0000	10	201.43	MICHAEL OBER	SHILOH	CENTERPOINT RD
R	03-8899-00-37-0046.0000	10	152.13	ELIZABETH LONG	SHILOH	HIBISCUS
R	03-9809-00-17-2462.0000	10	138.72	TODD ALLEN RIGGS	SHILOH	LITTLE CREEK RD
R	03-8962-00-04-9097.0000	9	2,509.41	CECIL BARNARD HEIRS	SHILOH	NECK RD
R	03-8990-00-64-8379.0000	9	1,088.57	CHRISTOPHER FROST-JOHNSON	SHILOH	LITTLE CREEK RD
R	02-8935-01-07-0916.0000	9	846.93	ROSETTA MERCER INGRAM	CAMDEN	227 SLEEPY HOLLOW R
R	03-8962-00-70-7529.0000	9	674.58	MARY SNOWDEN	SHILOH	WICKHAM RD
R	01-7989-04-90-0938.0000	9	623.75	DORIS EASON	SOUTH MILLS	1352 343 HWY N
R	03-8962-00-60-7648.0000	9	281.11	FRANK WRIGHT ETAL	SHILOH	WICKHAM RD
R	03-8965-00-37-4242.0000	8	2,099.04	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-7091-00-64-6569.0000	8	1,385.62	CLARENCE D. TURNER JR.	SOUTH MILLS	STINGY LN
R	03-8962-00-55-5300.0000	8	427.31	OCTAVIA COPELAND HEIRS	SHILOH	457 NECK RD
R	03-8899-00-36-1568.0000	8	400.52	PETER BUTSAVAGE	SHILOH	HIBISCUS RD

30 Largest Unpaid – Personal

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	0001709	1,934.38	10	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001591	859.53	1	HERBERT LEE BYRUM	CAMDEN	BILLETTS BRIDGE RD
P	0000295	792.09	1	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0001104	673.59	3	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0001046	663.65	8	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001538	653.15	10	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0000738	618.22	9	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001072	569.40	10	PAM BUNDY	SHILOH	105 AARON DR
P	0000297	517.95	3	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0002924	497.77	2	PAUL BEAUMONT	SHAWBORO	106 DEERFIELD TRL
P	0001827	483.28	8	KAREN BUNDY	CAMDEN	431 158 US W
P	0002941	453.90	1	BARKER'S TRUCKING, INC	SHILOH	108 SASSAFRAS LN
P	0001681	414.72	8	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001230	411.11	8	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0000846	403.85	1	TOAN TRINH	SHILOH	229 SAILBOAT RD
P	0003399	302.87	1	JAIIME ARMANDO ARIZAGA	SOUTH MILLS	182 CULPEPPER RD
P	0001694	288.99	8	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0000772	288.86	5	COBY BAKER	SOUTH MILLS	114 BINGHAM RD
P	0002194	285.59	2	AARON MICHAEL WHITE	SHILOH	849 SANDY HOOK RD S
P	0001106	242.94	10	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0002525	239.04	1	JOSEPH VINCENT CARDY	SHILOH	260 ONE MILL RD
P	0001952	238.91	8	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0001976	205.03	2	ANA ALICIA MARTINEZ LOPEZ	SHILOH	110 AARON DR
P	0002442	200.37	3	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHER
P	0001408	193.32	2	SHELLY MARIE AMMON	SOUTH MILLS	612 MAIN STREET
P	0001693	161.46	10	ALLIANCE NISSAN	CAMDEN	158 HWY W
P	0001899	148.83	1	DONALD SIMMONS PORTER JR	CAMDEN	163 SANDHILLS RD
P	0000945	145.18	2	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW
P	0001150	136.45	3	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0003405	126.72	1	JOHN R BARKER	SHILOH	108 SASSAFRAS LN

30 Oldest Unpaid – Personal

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P	0001709	10	1,934.38	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001046	10	663.65	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001538	10	653.15	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0000738	10	618.22	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001827	10	569.40	PAM BUNDY	SHILOH	105 AARON DR
P	0001106	10	483.28	KAREN BUNDY	CAMDEN	431 158 US W
P	0001693	10	242.94	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0001639	10	161.46	ALLIANCE NISSAN	CAMDEN	158 HWY W
P	0001681	9	123.29	CAREY FARMS, INCORPORATED	SOUTH MILLS	202 SHARON CHURCH
P	0001230	8	414.72	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001694	8	411.11	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0001694	8	288.99	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0001952	8	238.91	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0000772	7	288.86	COBY BAKER	SOUTH MILLS	114 BINGHAM RD
P	0000295	4	792.09	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0000846	4	403.85	TOAN TRINH	SHILOH	229 SAILBOAT RD
P	0000385	4	121.17	MARK SANDERS OVERMAN	SHAWBORO	116 GARRINGTON RD
P	0002921	4	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	122 DOCK LANDING
P	0000770	4	108.00	MARSHA GAIL BOGUES	CAMDEN	276 BELCROSS RD
P	0001104	3	673.59	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0000297	3	517.95	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0001976	3	205.03	ANA ALICIA MARTINEZ LOPEZ	SHILOH	110 AARON DR
P	0002442	3	200.37	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHER
P	0001408	3	193.32	SHELLY MARIE AMMON	SOUTH MILLS	612 MAIN STREET
P	0000945	3	145.18	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW
P	0001150	3	136.45	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0001689	3	125.28	MICHAEL WAYNE MYERS	SOUTH MILLS	107 ROBIN DR
P	0002468	3	106.72	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0002924	2	497.77	PAUL BEAUMONT	SHAWBORO	106 DEERFIELD TRL
P	0002194	2	285.59	AARON MICHAEL WHITE	SHILOH	849 SANDY HOOK RD

August 2020 Report

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

OUTSTANDING TAX DELINQUENCIES BY YEAR

<u>YEAR</u>	<u>REAL PROPERTY</u>	<u>PERSONAL PROPERTY</u>
2019	144,392.93	6,619.98
2018	47,658.66	2,358.20
2017	22,491.73	2,364.81
2016	11,858.93	1,546.93
2015	7,434.03	767.95
2014	10,595.86	1,093.75
2013	6,975.31	4,759.98
2012	5,778.79	7,485.57
2011	4,667.14	6,288.19
2010	4,149.58	4,530.18

TOTAL REAL PROPERTY TAX UNCOLLECTED	266,002.96
TOTAL PERSONAL PROPERTY UNCOLLECTED	37,815.54
TEN YEAR PERCENTAGE COLLECTION RATE	99.59%
COLLECTION FOR 2020 vs. 2019	22,585.21 vs. 12,315.69

LAST 3 YEARS PERCENTAGE COLLECTION RATE

2019	98.04%
2018	99.34%
2017	99.65%

EFFORTS AT COLLECTION IN THE LAST 30 DAYS

ENDING August 2020

BY TAX ADMINISTRATOR

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

30 Largest Unpaid – Real

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R	03-8899-00-16-2671.2425	4,265.24	1	SPRING LOTUS LLC	SHILOH	141 EDGEWATER DR
R	03-8899-00-45-2682.0000	3,839.99	10	SEAMARK INC.	SHILOH	HOLLY RD
R	02-8944-00-36-1417.0000	3,816.88	1	ROSA ALICE FEREBEE HEIRS	CAMDEN	165 IVY NECK RD
R	03-8972-00-54-4332.0000	3,764.55	1	GILBERT WAYNE OVERTON &	SHILOH	1330 343 HWY S
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R	02-8934-01-29-4617.0000	2,923.24	1	JAMES B. SEYMOUR ETAL	CAMDEN	112 158 US W
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R	01-7999-00-62-3898.0000	2,568.65	1	MICHAEL ASKEW	SOUTH MILLS	257 A OLD SWAMP RD
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R	03-8965-00-37-4242.0000	2,099.04	2	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-8907-00-08-4393.0000	2,047.13	2	CARLTON WOOLARD	SOUTH MILLS	1010 343 HWY N
R	01-7080-00-62-1977.0000	2,034.38	10	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL

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R	01-7989-04-60-1568.0000	10	945.00	EMMA BRITTE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
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R	03-8999-00-37-0046.0000	10	152.13	ELIZABETH LONG	SHILOH	HIBISCUS
R	03-9809-00-17-2462.0000	10	138.72	TODD ALLEN RIGGS	SHILOH	LITTLE CREEK RD
R	03-8962-00-04-9097.0000	9	2,509.41	CECIL BARNARD HEIRS	SHILOH	NECK RD
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R	02-8935-01-07-0716.0000	9	846.93	ROSETTA MERCER INGRAM	CAMDEN	227 SLEEPY HOLLOW F
R	01-7989-04-90-0938.0000	9	623.75	DORIS EASON	SOUTH MILLS	1352 343 HWY N
R	03-8962-00-60-7648.0000	9	281.11	FRANK WRIGHT ETAL	SHILOH	WICKHAM RD
R	03-8965-00-37-4242.0000	8	2,099.04	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-7091-00-64-6569.0000	8	1,385.62	CLARENCE D. TURNER JR.	SOUTH MILLS	STINGY LN
R	03-8962-00-55-5300.0000	8	427.31	OCTAVIA COPELAND HEIRS	SHILOH	457 NECK RD
R	03-8899-00-36-1568.0000	8	400.52	PETER BUTSVAIGE	SHILOH	HIBISCUS RD
R	03-9809-00-66-0120.0000	8	286.40	RANDELL CRIDER	SHILOH	SAILBOAT RD

30 Largest Unpaid – Personal

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	0001709	1,934.38	10	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001591	859.53	1	HERBERT LEE BYRUM	CAMDEN	BILLETTS BRIDGE RD
P	0000295	792.09	1	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0001104	673.59	3	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0001046	663.65	8	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001538	653.15	10	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0000738	618.22	9	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001072	569.40	10	PAM BUNDY	SHILOH	105 AARON DR
P	0000297	517.95	3	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0001827	483.28	8	KAREN BUNDY	CAMDEN	431 158 US W
P	0002941	453.90	1	BARKER'S TRUCKING, INC	SHILOH	108 SASSAFRAS LN
P	0001681	414.72	8	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001230	411.11	8	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0000846	403.85	1	TOAN TRINH	SHILOH	229 SAILBOAT RD
P	0003399	302.87	1	JAIME ARMANDO ARIZAGA	SOUTH MILLS	182 CULPEPPER RD
P	0001694	288.99	8	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0002194	285.59	2	AARON MICHAEL WHITE	SHILOH	849 SANDY HOOK RD S
P	0001106	242.94	10	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0002525	239.04	1	JOSEPH VINCENT CARDYN	SHILOH	260 ONE MILL RD
P	0001952	238.91	8	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0001976	205.03	2	ANA ALICIA MARTINEZ LOPEZ	SHILOH	110 AARON DR
P	0002442	200.37	3	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WA
P	0001408	193.32	2	SHELLY MARIE AMMON	SOUTH MILLS	612 MAIN STREET
P	0001639	161.46	10	ALLIANCE NISSAN	CAMDEN	158 HWY W
P	0001899	148.83	9	DONALD SIMMONS PORTER JR	CAMDEN	163 SANDHILLS RD
P	0000945	145.18	2	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW R
P	0001150	136.45	3	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0003405	126.72	1	JOHN R BARKER	SHILOH	108 SASSAFRAS LN
P	0001689	125.28	3	MICHAEL WAYNE MYERS	SOUTH MILLS	107 ROBIN DR
P	0001639	123.29	6	CAREY FARMS, INCORPORATED	SOUTH MILLS	202 SHARON CHURCH

30 Oldest Unpaid – Personal

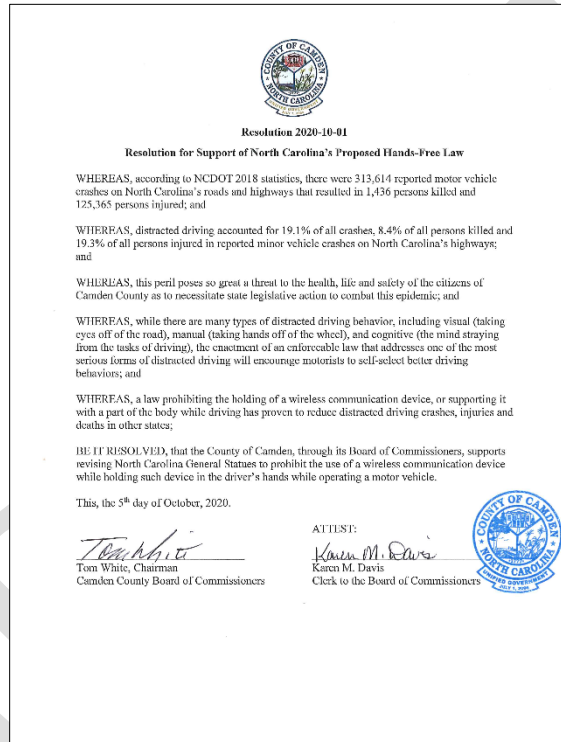
Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	0001709	1,934.38	10	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001046	663.65	10	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001538	653.15	10	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0000738	618.22	10	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001072	569.40	10	PAM BUNDY	SHILOH	105 AARON DR
P	0001827	483.28	10	KAREN BUNDY	CAMDEN	431 158 US W
P	0001106	242.94	10	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0001639	161.46	10	ALLIANCE NISSAN	CAMDEN	158 HWY W
P	0001230	123.29	9	CAREY FARMS, INCORPORATED	SOUTH MILLS	202 SHARON CHURCH
P	0001681	414.72	8	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001230	411.11	8	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0001694	288.99	8	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0001952	238.91	8	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0000295	792.09	4	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0000846	403.85	4	TOAN TRINH	SHILOH	229 SAILBOAT RD
P	0000385	121.17	4	MARK SANDERS OVERMAN	SHAWBORO	116 GARRINGTON ISLAN
P	0002921	120.68	4	CYNTHIA MAE BLAIN	SOUTH MILLS	122 DOCK LANDING LOO
P	0000770	108.00	4	MARSHA GAIL BOGUES	CAMDEN	276 BELCROSS RD
P	0001104	673.59	3	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0000297	517.95	3	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0001976	205.03	3	ANA ALICIA MARTINEZ LOPEZ	SHILOH	110 AARON DR
P	0002442	200.37	3	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WAY
P	0001408	193.32	3	SHELLY MARIE AMMON	SOUTH MILLS	612 MAIN STREET
P	0000945	145.18	3	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW RD
P	0001150	136.45	3	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0001689	125.28	3	MICHAEL WAYNE MYERS	SOUTH MILLS	107 ROBIN DR
P	0002468	106.72	3	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0002194	285.59	2	AARON MICHAEL WHITE	SHILOH	849 SANDY HOOK RD S
P	0002902	110.28	2	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0001591	859.53	1	HERBERT LEE BYRUM	CAMDEN	BILLETTS BRIDGE RD

Motion to approve the Tax Reports as presented.

RESULT:	PASSED [5-0]
MOVER:	Ross Munro
AYES:	White, Krainiak, Riggs, Meiggs, Munro

C. Resolution 2020-10-01 Proposed Hands-Free Law – Ken Bowman

Staff received a Resolution from the Lumberton City Council and were requested to present to the Board of Commissioners for consideration.



Motion to adopt Resolution 2020-10-01 in Support of North Carolina's Proposed Hands-Free Law.

RESULT:	PASSED [5-0]
MOVER:	Ross Munro
AYES:	White, Krainiak, Riggs, Meiggs, Munro

D. Camden Commerce Park Property Sale

Motion to approve the sale of property within the Camden Commerce Park to Southeastern Equipment Corporation as designated in the Performance Agreement and authorize the County Manager to execute a sales agreement accordingly.

RESULT: PASSED [5-0]
MOVER: Garry Meiggs
AYES: White, Krainiak, Riggs, Meiggs, Munro

ITEM 6. BOARD APPOINTMENTS

A. Tourism Development Authority

Motion to appoint Shaun Zywicki to the Tourism Development Authority to fill the unexpired term of Donald Doughman.

RESULT: PASSED [5-0]
MOVER: Clayton Riggs
AYES: White, Krainiak, Riggs, Meiggs, Munro

ITEM 7. CONSENT AGENDA

- A. BOC Meeting Minutes – September 8, 2020
- B. Budget Amendments

2020-21-BA003
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, 2021.

Section 1. To amend the General Fund as follows:


ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
10390510-433500	Miscellaneous Revenue	\$21,757.20	
Expenses			
105100-557000	Miscellaneous Expense	\$21,757.20	

This Budget Amendment is made to appropriate funds to increase the Sheriff's Miscellaneous revenue & expenses due to a reimbursable grant received from the Department of Public Safety.

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 5th day of October, 2020.

Karen M. Davis *Tom White*
 Clerk to Board of Commissioners Chairman, Board of Commissioners



2020-21-BA004
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, 2021.

Section 1. To amend the General Fund as follows:


ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
10340605-432700	Fees Collected Revenue	\$600.00	
Expenses			
106050-533120	4-H Supplies Expense	\$600.00	

This Budget Amendment is made to appropriate funds to increase the Cooperative Extension's revenue & expenses due to a reimbursable grant received from EMS.

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 5th day of October, 2020.

Karen M. Davis *Tom White*
 Clerk to Board of Commissioners Chairman, Board of Commissioners



Attachment: bocminutes_100520 (2815 : BOC Meeting Minutes - October 5, 2020)

2020-21-BA005
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, 2021.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Expenses			
106200-503000	Part Time Salaries		\$4500.00
106200-505000	FICA		350.00
106200-519500	Youth Program Materials	\$675.00	
106200-532000	Office Supplies	675.00	
106200-574000	Capital Outlay	3500.00	


This Budget Amendment is made to appropriate funds to increase Youth Program Materials, Office Supplies, and Capital Outlay expenses lines and decrease salaries and FICA due to COVID restrictions that will prevent hiring a part-time employee for Teen Court. It is the intent to purchase a shed for Treasure Point along with additional materials to adjust for COVID restrictions.

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 5th day of October, 2020.

Karen M. Davis
Clerk to Board of Commissioners

Tom White
Chairman, Board of Commissioners



C. DMV Monthly Report

STATE OF NORTH CAROLINA
COUNTY OF CAMDEN

TO: The Tax Administrator of Camden County November Renewals Due 12/15/20

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	SHLOH	TOTAL
22,756.51	20,194.92	11,782.44	54,733.87

Witness my hand and official seal this 5th day of October 2020

Tom White
Chairman, Camden County Board of Commissioners

Attest:

Karen M. Davis
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.

Lisa S. Anderson
Tax Administrator of Camden County

Attachment: bocminutes_100520 (2815 : BOC Meeting Minutes - October 5, 2020)

F. Refunds Over \$100

ACS Tax System 9/11/20 16:28:30		REFUNDS OVER \$100.00 Refunds to be Issued by Finance Office		CAMDEN COUNTY	
Refund#	Remit To:	Reference:	Drawer/Transaction Info:		
194.51	APRIL D. PIERCE 9130 E. PLACITA RIVAS TUCSON AZ 857499217	2017 R 01-7998-00-20-0710.0000 DUPLICATE PARCEL	20200911 99 253790		
197.21	CAREY, CRAIG SCOTT 2241 ANGLER LANE CHESAPEAKE VA 23323	2019 P 0003109 RELEASED BOAT. IN VIRGINIA.	20200911 99 253783		
356.34	LONG SWAMP FARM PO BOX 745 ELIZABETH CITY NC 27907	2019 R 02-8918-00-56-2964.0000 STORM WATER CORRECTION	20200911 99 253782		
186.41	PIERCE, JOHN D. 128 NOSAY RD SOUTH MILLS NC 27976	2015 R 01-7998-00-20-0710.0000 PARCEL DUPLICATED	20200911 99 253786		
186.41	PIERCE, JOHN D. 128 NOSAY RD SOUTH MILLS NC 27976	2016 R 01-7998-00-20-0710.0000 PARCEL DUPLICATED	20200911 99 253787		
209.71	PIERCE, JOHN D. 128 NOSAY RD SOUTH MILLS NC 27976	2018 R 01-7998-00-20-0710.0000 DUPLICATE PARCEL	20200911 99 253788		
209.71	PIERCE, JOHN D. 128 NOSAY RD SOUTH MILLS NC 27976	2019 R 01-7998-00-20-0710.0000 DUPLICATE PARCEL	20200911 99 253789		
150.23	WENTZ, SCOTT 577 HWY 343 S CAMDEN NC 27921	2018 R 02-8944-00-82-1149.0000 VALUE CORRECTION R120792/18	20200911 99 253792		
150.22	WENTZ, SCOTT 577 HWY 343 S CAMDEN NC 27921	2019 R 02-8944-00-82-1149.0000 VALUE CORRECTION R120792/19	20200911 99 253794		
1,840.75	Total Refunds				***
Submitted by <u>Lisa S. Anderson</u> Lisa S. Anderson, Tax Administrator Camden County		Date <u>9-14-2020</u>			
Approved by <u>G. Tom White</u> G. Tom White, Chairman Camden County Board of Commissioners		Date <u>10-5-20</u>			

G. Pickups, Releases & Refunds

NAME	REASON	NO.
Miller Homes & Building	Release code enforcement \$205.00	Pick-up/22152 R-117531-2019
Scott Wentz	Value correction - no 2nd story bldg. Refund \$150.22	Pick-up/22129 R-120792-2019
Scott Wentz	Value correction - no 2nd story bldg. Refund \$150.23	Pick-up/22128 R-113448-2018
Carlton Woolard	Removed farm use - pick-up \$3,613.39	Pick-up/22126 R-103908-2017 R-111184-2018 R-116581-2019
John Eric Martindale	Turned in plates - Refund \$186.97	Pick-up/22130 56071519
William Oscar Mansfield	Over assessment - key punch error - Adjustmet \$3,749,996.25	Pick-up/22168 P-18656-2020
Lykisa McCoy Sawyer	Correction of year built - Adjustment \$124.52	Pick-up/22169 R-125397-2020

H. Surplus Property Requests – Sheriff’s Office

Item	Disposal Method	Suggested Value	Reason for Surplus
2008 Dodge Charger	GovDeals	\$500	Mileage out, cost of repairs
2011 Dodge Charger	GovDeals	\$500	Mileage out, cost of repairs
2013 Dodge Charger	GovDeals	\$500	Mileage out, cost of repairs
2013 Dodge Charger	GovDeals	\$500	Mileage out, cost of repairs
Office Furniture	GovDeals	\$50	Cannot use

I. Order for the Collection of Taxes


NORTH CAROLINA
CAMDEN COUNTY

ORDER OF THE BOARD OF COMMISSIONERS
IN ACCORDANCE WITH G.S. 105-321
FOR THE COLLECTION OF
2020 TAXES


TO: THE TAX ADMINISTRATOR OF CAMDEN COUNTY

You are hereby authorized, empowered and commanded to collect the taxes set forth in the 2020 tax records filed in the office of the Camden County Tax Administrator, and in the tax receipts herewith delivered to you in the amounts and from the taxpayers likewise therein set forth. You are further authorized, empowered and commanded to collect the 2020 taxes charged and assessed as provided by law for adjustments, changes and additions to the tax records and tax receipts delivered to you which are made in accordance with law. Such taxes are hereby declared to be a first lien on all real property of the respective taxpayers in Camden County, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

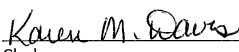
WITNESS my hand and official seal, this 5th day of October, 2020.



 Chairman
 Camden County Board of Commissioners



ATTEST:



 Clerk
 Camden County Board of Commissioners

Attachment: bocminutes_100520 (2815 : BOC Meeting Minutes - October 5, 2020)

J. ABC Funds Report FY 2019-2020

ABC Funds Report for FY 19-20

County: Camden

Amount of ABC Funds Received \$ 5,684.16

ABC Funds Restrictions per County Allocation: None

Per GS 18B-805(h) since Trillium Health Resources received Alcoholism (ABC) Funds from your county, we are required to provide an annual report to the board of county commissioners describing how the funds were spent. Please find below to a brief description of the expenditures that were paid from July 1, 2019 to June 30, 2020.

Purchase of Naloxone Kits: Trillium purchased and distributed in Camden County 20 Naloxone kits at \$1500.00 to Camden County Manager.

Access Point Kiosk – The Kiosk provides anonymous evidence-based self-conducted screenings for mental health and substance use to potentially link individuals to appropriate services. The annual cost is \$1181.00 for these kiosk per year.

*Substance Abuse Treatment Services: \$ 137,889 was paid for 41 individuals from your county to providers for substance abuse treatment.

These Substance abuse treatment expenditures were spent for the treatment of alcoholism or substance abuse. These funds were paid to providers who contracted with Trillium to provide substance abuse treatment to consumers with an address in your county. Services provided include but are not limited to the below:

- Assessment/evaluation
- Outpatient treatment and counseling, including face to face and telepsychiatry and both individual and group
- Mobile Crisis
- Substance Abuse Intensive Outpatient Therapy
- Facility Based Crisis
- Opioid Treatment

*Denotes State and ABC funds paid for services for consumers residing in Camden County with substance abuse diagnosis. This does NOT include Medicaid funds paid for the same.

K. Proclamation – Domestic Violence Awareness Month



PROCLAMATION FOR DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2020

WHEREAS, domestic violence includes not only physical abuse, but also mental abuse, emotional abuse, financial abuse, isolation, and sexual violence; and

WHEREAS, intimate partner violence accounts for 15% of all violent crime; and

WHEREAS, 1 in 4 women and 1 in 9 men experience severe intimate partner physical violence, sexual violence, or stalking; and

WHEREAS, according to the North Carolina Coalition Against Domestic Violence, there were 57 homicides attributed to domestic violence in North Carolina in 2019, and 44 to date already in 2020; and

WHEREAS, the County of Camden recognizes the significant impact of domestic violence on individuals, families, children, schools, and workplaces in our community; and

WHEREAS, by working together, we can raise awareness and break the cycle of violence in order to build communities that are safe for everyone;

NOW, THEREFORE, BE IT RESOLVED that the Camden County Board of Commissioners do hereby proclaim October, 2020 as "DOMESTIC VIOLENCE AWARENESS MONTH", and commend its observance to all citizens.

This, the 5th day of October 2020.


 Tom White, Chairman
 Camden County Board of Commissioners

ATTEST:

 Karen M. Davis
 Clerk to the Board of Commissioners



Attachment: bocminutes_100520 (2815 : BOC Meeting Minutes - October 5, 2020)

L. Set Public Hearing – Rezoning Application (Richard Krainiak)

Motion to approve the Consent Agenda as presented with the amendment.

RESULT:	PASSED [5-0]
MOVER:	Clayton Riggs
AYES:	White, Krainiak, Riggs, Meiggs, Munro

ITEM 8. COUNTY MANAGER’S REPORT

County Manager Ken Bowman included the following in his report:

- Camden County posted the state’s lowest unemployment rate for the second straight month: 4.6%, down from 6% in July.
- The Citizen News was included in a recent issue of The Daily Advance. Additional copies will be available in local businesses and public buildings. It is also posted on the County website and Facebook page.
- Construction has started on the Milltown Boat Ramp. This project is scheduled for completion approximately the first or second week of November.
- Groundbreaking for the new library took place this afternoon. Thank you to everyone that participated and we look forward to its completion in September 2021. Chairman White added that there will be no tax increase to pay for the construction of the new library.

ITEM 9. COMMISSIONERS’ REPORTS

None.

ITEM 10. INFORMATION, REPORTS & MINUTES FROM OTHER AGENCIES

The following was provided for information purposes:

- Register of Deeds Report
- Library Report

ITEM 11. OTHER MATTERS

None.

ITEM 12. CLOSED SESSION

Motion to go into Closed Session to discuss personnel and review Closed Session Minutes.

RESULT:	PASSED [5-0]
MOVER:	Ross Munro
AYES:	White, Krainiak, Riggs, Meiggs, Munro

Motion to come out of Closed Session.

RESULT:	PASSED [5-0]
MOVER:	Clayton Riggs
AYES:	White, Krainiak, Riggs, Meiggs, Munro

Motion to approve the Closed Session Minutes of September 8, 2020.

RESULT:	PASSED [5-0]
MOVER:	Clayton Riggs
AYES:	White, Krainiak, Riggs, Meiggs, Munro

ITEM 13. ADJOURN

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

Motion to adjourn.

RESULT:	PASSED [5-0]
MOVER:	Clayton Riggs
AYES:	White, Krainiak, Riggs, Meiggs, Munro

Chairman White adjourned the meeting at 8:10 PM.

ATTEST:

Tom White, Chairman
Camden County Board of Commissioners

Karen M. Davis
Clerk to the Board of Commissioners

DRAFT

Attachment: bocminutes_100520 (2815 : BOC Meeting Minutes - October 5, 2020)



CAMDEN COUNTY

NORTH CAROLINA • USA

Boundless Opportunities.

Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 6.B
Meeting Date: November 02, 2020
Submitted By: Stephanie Jackson, HR Director
 Finance
 Prepared by: Karen Davis

Item Title **Budget Amendments**

Attachments: Budget Amendment 2020-21-BA006 (PDF)
 Budget Amendment 2020-21-BA007 (PDF)
 Budget Amendment 2020-21-BA008 (PDF)

2020-21-BA006

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, 2021.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
52330610-434802	Administration Revenue	\$5366.00	
Expenses			
528000-540100	General Administration Expense	\$5366.00	

This Budget Amendment is made to appropriate funds to increase the Social Services Administration Revenue & General Administration Expense lines for Additional Funds received in response to COVID.

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 November, 2020.

Clerk to Board of Commissioners

Chairman, Board of Commissioners

Attachment: Budget Amendment 2020-21-BA006 (2819 : Budget Amendments)

2020-21-BA007
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, 2021.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
19380400-433500	COVID Miscellaneous Revenue	\$210,906.15	
Expenses			
194200-502000	Salaries		\$43000.00
194200-533000	Supplies	128,113.15	
194200-533100	Grant	9,000.00	
194200-557000	Miscellaneous	116,793.00	

This Budget Amendment is made to appropriate funds to increase the COVID Revenues & Expense lines for Additional Funds received in response to COVID.

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 November, 2020.

Clerk to Board of Commissioners

Chairman, Board of Commissioners

2020-21-BA008
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, 2021.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
10-329900	Fund Balance		\$400,000
Expenses			
716600-575000	Unrestricted Capital Reserve	\$400,000	

This Budget Amendment is made to appropriate funds to the Unrestricted Capital Reserve from Fund Balance.

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 November, 2020.

 Clerk to Board of Commissioners

 Chairman, Board of Commissioners



CAMDEN COUNTY
NORTH CAROLINA • USA

Boundless Opportunities.

Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 6.C
Meeting Date: November 02, 2020

Submitted By: Teri Smith,
Taxes
Prepared by: Teri Smith

Item Title **Vehicle Refunds Over \$100.00**

Attachments: September, 2020 VTS Refunds Over \$100.00 (PDF)

Summary: Vehicle Refunds Over \$100.00 September, 2020

Recommendation: Review and Approve

REFUNDS OVER \$100.00



North Carolina Vehicle Tax System

NCVTS Pending Refund report

Refunds Over \$100.00 Sept 2020

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 Change	Total Change	
BARTEE, DENISE MCBRIDE			476 N TROTMAN RD	CAMDEN, NC 27921	Proration	0052761696	JP9136	PENDING	133240522	Refund Generated due to proration on Bill #0052761696-2019-2019.	Tag Surrender	09/29/2020		1843	Tax	(\$200.36)	\$0.00	(\$200.36)	
BURLEY, CHEYENNE SKY			206 BEECHNUT AVE	SOUTH MILLS, NC 27976	Proration	0051285227	CH39860	PENDING	133240566	Refund Generated due to proration on Bill #0051285227-2019-2019.	Tag Surrender	09/29/2020		1843	Tax	(\$108.39)	\$0.00	(\$108.39)	
MARTINDALE, JOHN ERIC	MARTINDALE, ANGELA CHRISTINA		141 BEECHNUT AVE	SOUTH MILLS, NC 27976	Proration	0056071519	HKK6638	AUTHORIZED	132142434	Refund Generated due to proration on Bill #0056071519-2020-2020.	Tag Surrender	09/09/2020	9/10/2020 12:37:35 PM	1843	Tax	(\$184.48)	\$0.00	(\$184.48)	
																	Refund	\$203.07	
																	Refund	\$109.85	
																	Refund	\$186.97	

Submitted by Lisa S. Anderson Date 10-6-2020
 Lisa S. Anderson, Tax Administrator Camden County

Approved by G. Tom White Date _____
 G. Tom White, Chairman Camden County Board of Commissioners



CAMDEN COUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 6.D
Meeting Date: November 02, 2020

Submitted By: Teri Smith,
Taxes
Prepared by: Teri Smith

Item Title **DMV Monthly Report**

Attachments: DMV Monthly Report December, 2020 Renewals
(MSG)

Summary: DMV Monthly Report December, 2020 Renewals Due 1/15/2021

Recommendation: Review and Approve

Karen Davis

From: donotreply@camdencountync.gov
Sent: Wednesday, October 7, 2020 8:51 AM
To: Teri
Subject: Message from "RNP00267390B9B3"
Attachments: 20201007085108445.pdf

This E-mail was sent from "RNP00267390B9B3" (MP C4503).

Scan Date: 10.07.2020 08:51:08 (-0400)
Queries to: donotreply@camdencountync.gov

Attachment: DMV Monthly Report December, 2020 Renewals (2814 : DMV Monthly Report)



CAMDEN COUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number:	6.E
Meeting Date:	November 02, 2020
Submitted By:	Lisa Anderson, Tax Administrator Taxes Prepared by: Karen Davis
Item Title	Tax Collection Report
Attachments:	Tax Collection Report (PDF)



CAMDEN COUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 6.F
Meeting Date: November 02, 2020

Submitted By: Teri Smith,
Taxes
Prepared by: Teri Smith

Item Title **Refunds Over \$100.00**

Attachments: September, 2020 Refunds Over \$100.00 (PDF)

Summary: Refunds Over \$100.00 September, 2020

Recommendation: Review and Approve

ACS Tax System
10/06/20 13:06:15

REFUNDS OVER \$100.00

CAMDEN COUNTY

Refunds to be Issued by Finance Office

Refund \$	Remit To:	Reference:	Drawer/Transaction Info:
1,157.76	A&B BUILDING INCORPORATED 141 TRAVIS BLVD MOYOCK NC 27958	2020 R 02-8934-02-57-3312.0000 HORNTAL RILEY PAID 1157.76	20200928 2 254309
633.61	AG CAROLINA FARM CREDIT P.O. BOX 100285 COLUMBIA SC 292023285	2020 R 01-7989-04-92-7981.0000 01-7989-04-92-7981-0000/OSBORN	20201006 99 254957
100.00	EVERETT, JOSEPH 1265 NORTH 343 SOUTH MILLS NC 27976	2020 R 01-7998-01-17-5611.0000 OVERPAID RI24166/2020	20201006 99 254959
271.32	G E SMALL, PC ATTN: WENDY 607 E MAIN ST ELIZABETH CITY NC 27909	2020 R 01-7998-01-09-8245.0000 CHRISTOPHER D. SMITH	20201006 99 254958
162.95	HALECKI, STANLEY & AMPARO 113 PINE RIDGE DRIVE SOUTH MILLS NC 27976	2020 R 01-7999-00-02-4902.0000 overpayment 2020	20200922 1 253884
184.14	RUTH N. BIGGS 379 OLD SWAMP RD SOUTH MILLS NC 27976	2020 R 01-7999-00-78-4680.0000 OVERPAID RI24237/2020-GARRETT	20201006 99 254960
2,509.78	Total Refunds		

Submitted by Lisa S. Anderson Date 10-6-2020
Lisa S. Anderson, Tax Administrator Camden County

Approved by _____ Date _____
G. Tom White, Chairman Camden County Board of Commissioners



CAMDEN COUNTY
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Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 6.G
Meeting Date: November 02, 2020

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

Item Title **Pickups, Releases & Refunds**

Attachments: Pickups, Releases & Refunds (PDF)

NAME	REASON	NO.
Paul J. Cohen	Roll back taxes - pick-up	Pick-up/22185
	\$1,556.54	R-104349-2017
		R-111632-2018
		R-118981-2019
		R-126384-2020
David Chaney	Correction on a manufactured home. Adjustment.	Pick-up/22171
	\$118.73	R-128681-2020
Denise McBride Bartee	Turned in plates - Refund	Pick-up/22173
	\$203.07	52761696
Cheyenne Sky Burley	Turned in plates - Refund	Pick-up/22175
	\$109.85	51285227
John & Mui Chin	Value adjustment	Pick-up/22181
	\$1,377.35	R-130663-2020
John D. Pierce LE	Duplicate parcel - Refund	Pick-up-22193
	\$209.71	R-117772-2019
John D. Pierce LE	Duplicate parcel - Refund	Pick-up-22194
	\$209.71	R-110437-2018
John D. Pierce LE	Duplicate parcel - Refund	Pick-up-22195
	\$194.51	R-103154-2017
John D. Pierce LE	Duplicate parcel - Refund	Pick-up-22196
	\$186.41	R-95930-2016
John D. Pierce LE	Duplicate parcel - Refund	Pick-up-22197
	\$186.41	R-88780-2015
Ada Virginia Sanford ETAL	Roll back taxes - Pick-up	Pick-up/22205
	\$13,433.71	R-103345-2017
		R-110628-2018
		R-117969-2019
		R-125354-2020

Attachment: Pickups, Releases & Refunds (2829 : Pickups, Releases & Refunds)



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Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 6.H
Meeting Date: November 02, 2020

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

Item Title **Senior Center General Purpose Funding FY 20-21**

Attachments: Senior Center General Purpose Funding 20-21
 Application (PDF)

Summary:

State appropriation for Senior Centers through the 2020 Session of the NC General Assembly - Senior Center General Purpose Funding; Fiscal Year 2020-2021 Application

Recommendation:

Review and approve.

STATE APPROPRIATION FOR SENIOR CENTERS THROUGH
THE 2020 SESSION OF THE
NC GENERAL ASSEMBLY

SENIOR CENTER GENERAL PURPOSE FUNDING

FY 2020-2021 APPLICATION PACKET

Albemarle Commission Area Agency on Aging
512 S Church Street
Hertford, NC 27944

Camden County Center for Active Adults
P.O. Box 190
Camden, NC 27921

The Albemarle Commission Area Agency on Aging reserves the right to request additional information, references, to accept or reject any or all proposals to waive technicalities, to accept proposals in whole or in part, and to award a contract(s) which, in the opinion of the grantee, best serves the older adults.

SENIOR CENTER GENERAL PURPOSE FUNDING

Introduction and Instructions

The Albemarle Commission Area Agency on Aging is pleased to announce the availability of funds for use by senior centers to support and develop programming and general operations or to construct, renovate, or maintain senior center facilities. \$1,265,316 in general purpose funding was allocated for senior centers for the current fiscal year. This funding is allocated to the Area Agencies on Aging for distribution to the centers within the region which provide full time programs or will utilize the funding to develop full time programs. Across the state 169 senior centers or developing senior centers will be funded.

The Division of Aging and Adult Services has worked hard to enhance and expand the statewide certification process for senior centers with standards that encourage centers across the state to strive for levels of 'merit' or 'excellence'. An intent of the certification process has been to increase base funding for those who have successfully completed the process. This ensures that funding is being well spent on readily identifiable programs and services and provides an incentive for centers that make investments to meet certification requirements. Therefore, in order to provide an incentive to work toward certification, and to reward those who achieve it, the Division has decided to fund senior centers equally, based upon their certification status. Centers of Merit will receive two shares of the funding of non-certified centers and Centers of Excellence will receive three times the funding of non-certified centers. The objectives for this year are to:

- Allocate funding equally to every center, based upon certification status;
- Require documentation and accountability for the use of funding, and;
- Provide incentives for centers to improve themselves through certification.

Again, this year it has been decided to divide the annual appropriation into *shares* based on the total number of senior centers as determined by the Area Agencies on Aging plus extra shares for each senior center which

meets certification status. Uncertified, identified centers will receive one share.

For FY 2020-2021, total funding available to the counties in Region R will amount to . Effective period: July 1, 2020-June 30, 2021.

Your center is eligible to receive:

FY 20-21	Senior Center General Purpose Funding	<u>\$3,505</u>
	Local Match (25%)	<u>\$1,168</u>
	TOTAL	<u>\$4,673</u>

It is the responsibility of the applicant to certify the availability of the local match. The funds require a 25% local match. The funds must be spent first before reimbursed and before June 30, 2021. Therefore, projected June expenditures must be reported with May services reported in June otherwise the unutilized portion of your allocation will revert to the state.

Application submissions should include:

- (1) A completed description of proposed activities (add additional pages as needed).
- (2) Certification of the availability of local match.
- (3) A budget for senior center general purpose activities.

APPLICATION FOR SENIOR CENTER GENERAL PURPOSE FUNDING

Applicant Information

Date: Sept. 28, 2020

Project Name: Camden County Senior Center

Name of Project Director: Laura L. Jolley

Telephone Number: 252-335-2569 FAX: 252-331-5621

E-Mail: Ljolley@camdencountync.gov

Name and Address of Applicant: Laura L. Jolley, Camden Senior Center
P.O. Box 190, Camden NC 27921

Type of Agency Applying: Private-Non-Profit _____
Public _____

Location of Project: Camden County, NC
(county)

ASSURANCES

Camden Co. Senior Center (hereinafter referred to as "Subgrantee") HEREBY AGREES THAT it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps.

Signature and Title of Authorized Official
[e.g., Director, Board Chairman]

Date

Attachment: Senior Center General Purpose Funding 20-21 Application (2818 : Senior Center General Purpose Funding FY 20-21)

CERTIFICATION OF THE AVAILABILITY OF REQUIRED NON-FEDERAL MATCH FOR SENIOR CENTER GENERAL PURPOSE FUNDING

It is understood that the following required 25 percent non-federal match will be used to match Senior Center General Purpose funds in FY 20-21 and will not be used to match any other federal or state funds during the contract period.

The provider shall expend the award in keeping with the attached project description indicating how funding will be utilized. Funding will not be disbursed until this application is received and approved by the Area Agency on Aging. The contractor shall make a final report indicating how funding was utilized in a format provided by the Area Agency on Aging.

FY 20-21
Budget Request \$ 3,505.00

Example only:
non certified center: \$3,505

Required 25% Match \$ 1,168.00

divided by .75=\$4,673
[Total projected budget]

Total FY 20-21
Projected Budget \$ 4,673.00
(up to the amount of the grant)

\$4,673 minus \$3,505=
\$1,168 [local match]

Authorized Signature: [Handwritten Signature]

Title: Senior Center Coordinator

Date: Sept 28, 2020

Attachment: Senior Center General Purpose Funding 20-21 Application (2818 : Senior Center General Purpose Funding FY 20-21)

SENIOR CENTER GENERAL PURPOSE PROJECT DESCRIPTION

- 1. Senior Center to receive funding: Camden County Senior Center
- 2. Amount of funding: \$ 4,673.00
- 3. Area served by Senior Center: Camden County, NC.

4. Describe how the funding will be spent:

Funding will be used for the Senior Center Activities and Participation Supplies.

STATE APPROPRIATIONS FOR SENIOR CENTER BUDGET INFORMATION
STATE FISCAL YEAR 2020-21

Organization Name: Camden County Senior Center
Senior Center Name: Camden County Senior Center
Address: P.O. Box 196 / 117 N Hwy 343, Camden, NC 27921
Period Covered: July 1, 2020 - June 30, 2021 Date Prepared: _____

<u>OBJECTS OF EXPENDITURE</u>	<u>AMOUNT</u>
Salary and Fringe Benefits	\$ _____
Supplies/Other Operating Costs	\$ <u>4,673.00</u>
Equipment	\$ _____
Capital Outlay (Real Estate, Construction, Renovation)	\$ _____
Other _____	\$ _____
TOTAL BUDGET (Including local match) (Up to grant amount, only)	\$ <u>4,673.00</u>

Each organization that receives, uses or expends any state funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly or collected by the State. State funds include federal funds that flow through the state. If the contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Uniform Guidance 2 CFR Part 200 and the NC Single Audit Implementations Act. If the Contractor is a non-governmental entity, such entity is subject to the provisions of G.S. 143C-6-23. Additionally, any non-governmental entity except a for-profit corporation is subject to the provisions of OMB Uniform Guidance 2 CFR Part 200.

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

Attachment: Senior Center General Purpose Funding 20-21 Application (2818 : Senior Center General Purpose Funding FY 20-21)

**ASSURANCE OF COMPLIANCE WITH SECTION 504 OF
THE REHABILITATION ACT OF 1973**

Camden County Senior Center (hereinafter referred to as "Subgrantee") **HEREBY AGREES THAT** it will comply with Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR 84) issued pursuant to that Section, to the end that, in accordance with Section 504 of that Act and the Regulation, no person in the United States shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal, financial assistance from the State of North Carolina, Department of Human Resources, Division of Aging and Adult Services, a recipient of Federal financial assistance from the Department (Grantor); and Hereby Gives Assurance that it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision or similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subgrantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Subgrantee.

Dated Sept. 28, 2020 Laura L. Jolley
(Applicant)

Applicant's Mailing Address:
P.O. Box 190
Camden NC 27924

By: _____
(President, Board Chairperson or
Comparable Authorized Official)

Attachment: Senior Center General Purpose Funding 20-21 Application (2818 : Senior Center General Purpose Funding FY 20-21)

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT
OF HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Camden County Senior Center (hereinafter referred to as "Applicant").
HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discriminate under any program or activity for which the Applicant receives Federal financial assistance from the Department; and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this Agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision or similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all cases, this assurance shall obligate the Applicant for the period during which the Federal Assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Applicant.

Dated Sept. 28, 2020

Laura C. Jolley
(Applicant)

Applicant's Mailing Address:

P.O. Box 190

Camden NC 27921

By: _____

(President, Board Chairperson or
Comparable Authorized Official)

Attachment: Senior Center General Purpose Funding 20-21 Application (2818 : Senior Center General Purpose Funding FY 20-21)

AGREEMENT OF UNDERSTANDING
BETWEEN AGENCIES

Agency: Camden County Senior Center

Telephone#: 252-335-2569

Address: P.O. Box 190 / 117 N Hwy 343, Camden NC 27921

Director: Laura L. Jolley

AND

Agency: **Albemarle Commission**
Address: **512 S Church Street**
Hertford, NC 27944

Telephone#: **(252) 426-5753**

Executive Director: **Michael Ervin**

In an effort to enhance the overall effectiveness of services provided to older adults of Camden County, the above-named agencies agree to share, when appropriate, pertinent information which may serve to improve the quality of life for older adults.

The Memorandum of Understanding serves to incorporate the following mutual components:

1. Provide information concerning services/programs for older adults and any related eligibility requirements.
2. When appropriate, assist with identifying and referring clients who may be in need of services not provided by the referring agency.
3. When appropriate, inform proper agency representatives of any changes related to services provided.
4. Provide, upon request, personnel to explain aging programs, services, etc.
5. Share, when appropriate, concerns, questions or suggestions relative to services provided.

The persons responsible for implementing and monitoring this Agreement of Understanding are:

Agency: Camden County Senior Center Agency: **Albemarle Commission**


(Director's Signature)

(Executive Director's Signature)

Attachment: Senior Center General Purpose Funding 20-21 Application (2818 : Senior Center General Purpose Funding FY 20-21)

**ALBEMARLE COMMISSION GRANT AGREEMENT
FOR SENIOR CENTER GENERAL PURPOSE FUNDS**

This Agreement is made and entered into **July 1, 2020** and ending **June 30, 2021**, between the Albemarle Commission, hereinafter referred to as “AC” and the Camden County Center for Active Adults, hereinafter referred to as the “Grantee”.

Subject to the terms and conditions hereinafter set forth and attached to this document, the AC agrees to grant **Senior Center General Purpose Funds** to the Grantee for the purpose which is described herein and attached to this document.

A line item accounting showing how these grant funds with a **25%** local match were expended shall be submitted to the AC. Documentation in the form of paid invoices shall also be submitted.

As compensation, the AC shall reimburse Grantee upon receipt of detailed invoices to include dates, vendors, costs and purchases. Total funds for this grant must not exceed **\$3,505** of State funds.

Hold Harmless: The Grantee shall be considered to be an independent contractor with responsibility for maintaining their own insurance to cover any job-related injuries. This Agreement is not intended nor to be construed as an employer/employee arrangement.

Conflict of Interest: The Grantee covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Grantee further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

Interest of Members of AC and Others: No officer, member, or employee of AC, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

By signature, each party agrees to the terms contained herein and the Grantee further certifies that such terms do not represent a conflict of interest.



CAMDEN COUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Information, Reports & Minutes From Other Agencies

Item Number: 9.A
Meeting Date: November 02, 2020

Submitted By: Tammie Krauss, Register of Deeds
Register of Deeds
Prepared by: Karen Davis

Item Title **Register of Deeds**

Attachments: Register of Deeds (PDF)

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

Date Range From Tuesday, September 01, 2020 to Wednesday, September 30, 2020

Name	Amount
NC Children's Trust Fund	\$55.00
NC Domestic Violence Fund	\$330.00
State Revenue Stamp	\$5,859.91
County Revenue Stamp	\$6,099.09
Land Transfer Fee	\$0.00
Floodplain Map Fund	\$0.00
Supplemental Retirement	\$127.71
ROD Automation Fund	\$744.87
Dept Of Cultural Resources	\$0.00
Vital Records Fund	\$0.00
State General Fund	\$0.00
State Treasurer Amount	\$985.80
ROD General Fund	\$6,269.02
Total Distribution For Period	\$20,471.40
Cash Total	\$735.20
Check Total	\$19,452.20
Pay Account Total	\$284.00
ACH Total	\$0.00
Escrow Account Total	\$0.00
Overpayment Total	\$0.00
Total Deposit For Period	\$20,471.40

Camden County Register of Deeds: Tammie Krauss
September 2020 Daily Deposit

DATE	NC CHILDRI TRUST	NC DOM. VIO. FUND	STATE REV. STAMPS	COUNTY REV. STAMPS	RETIREMEN	AUTO FUND	STATE TREASURY	ROD GENERAL	TOTAL
09/01/20	\$ -	\$ -			\$ 1.52	\$ 9.23	\$ 12.40	\$ 77.85	\$ 101.00
09/02/20	\$ -	\$ -	\$ 90.16	\$ 93.84	\$ 3.38	\$ 20.09	\$ 31.00	\$ 170.53	\$ 409.00
09/03/20	\$ 10.00	\$ 60.00	\$ 309.19	\$ 321.81	\$ 5.71	\$ 28.89	\$ 31.00	\$ 244.60	\$ 1,011.20
09/04/20	\$ 5.00	\$ 30.00	\$ 374.36	\$ 389.64	\$ 3.03	\$ 14.43	\$ 24.80	\$ 124.74	\$ 966.00
09/08/20			\$ -	\$ -	\$ 10.91	\$ 65.30	\$ 99.20	\$ 551.59	\$ 727.00
09/09/20	\$ -	\$ -	\$ 387.10	\$ 402.90	\$ 8.49	\$ 50.78	\$ 80.60	\$ 426.13	\$ 1,356.00
09/10/20			\$ 839.86	\$ 874.14	\$ 7.73	\$ 46.54	\$ 68.20	\$ 392.93	\$ 2,229.40
09/11/20	\$ 5.00	\$ 30.00	\$ 958.44	\$ 997.56	\$ 12.95	\$ 74.48	\$ 111.60	\$ 628.97	\$ 2,819.00
09/15/20	\$ -	\$ -	\$ -	\$ -	\$ 5.46	\$ 34.36	\$ 31.00	\$ 293.18	\$ 364.00
09/15/20			\$ 161.70	\$ 168.30	\$ 2.46	\$ 15.33	\$ 18.60	\$ 127.61	\$ 494.00
09/16/20					\$ 2.46	\$ 15.33	\$ 18.60	\$ 127.61	\$ 164.00
09/17/20	\$ -	\$ -	\$ 274.40	\$ 285.60	\$ 3.63	\$ 21.15	\$ 37.20	\$ 180.02	\$ 802.00
09/18/20					\$ 3.27	\$ 20.54	\$ 24.80	\$ 169.39	\$ 218.00
09/21/20	\$ 5.00	\$ 30.00			\$ 9.21	\$ 54.06	\$ 55.80	\$ 460.13	\$ 614.20
09/22/20	\$ 5.00	\$ 30.00	\$ 394.45	\$ 410.55	\$ 7.28	\$ 40.19	\$ 62.00	\$ 341.13	\$ 1,290.60
09/23/20			\$ 67.62	\$ 70.38	\$ 4.77	\$ 29.67	\$ 37.20	\$ 246.36	\$ 456.00
09/24/20					\$ 3.03	\$ 19.59	\$ 18.60	\$ 160.78	\$ 202.00
09/25/20	\$ 20.00	\$ 120.00	\$ 886.41	\$ 922.59	\$ 16.05	\$ 84.88	\$ 111.60	\$ 717.47	\$ 2,879.00
09/28/20	\$ 5.00	\$ 30.00	\$ 214.62	\$ 223.38	\$ 5.28	\$ 30.14	\$ 31.00	\$ 250.58	\$ 790.00
09/29/20			\$ 328.30	\$ 341.70	\$ 5.51	\$ 35.01	\$ 37.20	\$ 289.28	\$ 1,037.00
09/30/20			\$ 573.30	\$ 596.70	\$ 5.58	\$ 34.88	\$ 43.40	\$ 288.14	\$ 1,542.00
									0.00
									0.00
TOTAL	\$ 55.00	\$ 330.00	\$ 5,859.91	\$ 6,099.09	\$ 127.71	\$ 744.87	\$ 985.80	\$ 6,269.02	\$ 20,471.40

Attachment: Register of Deeds (2826 : Register of Deeds Report)



CAMDEN COUNTY
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**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Information, Reports & Minutes From Other Agencies

Item Number:	9.B
Meeting Date:	November 02, 2020
Submitted By:	Kim Perry, Library Prepared by: Kim Perry
Item Title	Library Report 9/2020
Attachments:	20-09 (DOCX)

Camden County Public Library

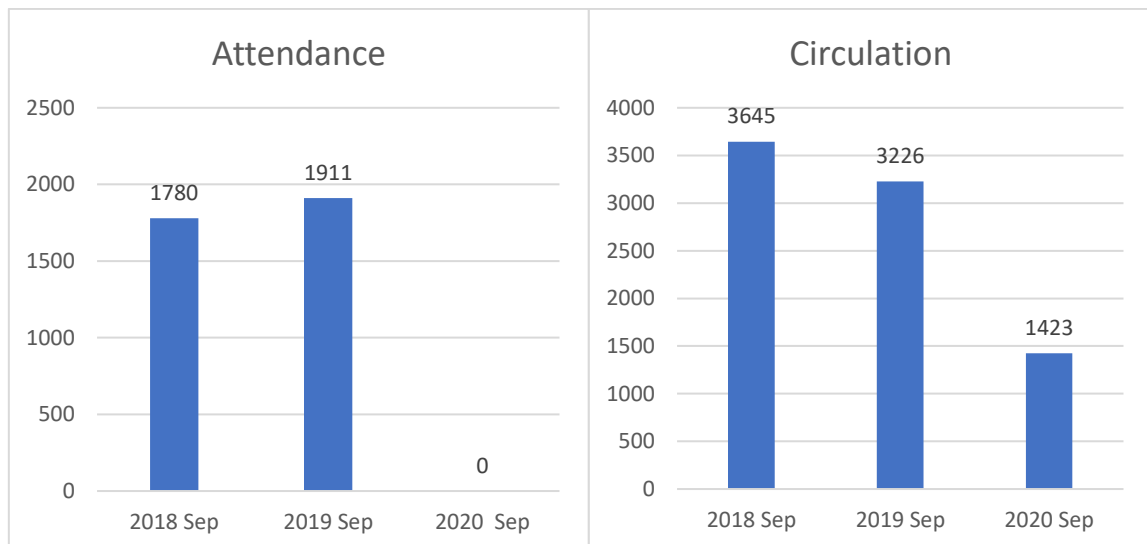
SEPTEMBER 2020 Statistics

Library Closed September 1-30 due to COVID-19

Visitor Count	0
Materials Check Outs & Renewals	1423
Computer/ Wireless Use <small>(wireless use stat not currently valid, estimate provided)</small>	0/140
Questions Answered	148
Children's Programs/Attendance	1/67
Adult Programs/Attendance	1/2
Outreach Programs/Attendance	0/0
Meeting Room Usage/Attendance	4/25
Days/Hours Open	0/0
# Items in Collection	19,626
Library Card Holders	2,704
New Library Cards Requested Online	25
Curbside Pickups	126
Curbside Copy/Print Transactions	18

Comparison by Year

2018-2020



In attempting to follow the **Phase II** guidelines of Governor Cooper's plan to safely reopen our state during the **COVID-19 crisis**:

- The Library is currently closed to the public and staffed Monday-Friday 9 am – 5 pm, closed Saturday and Sunday.
- Library staff continues to assist patrons remotely, answer phone calls, and complete professional responsibilities.
- The Library is offering Curbside Check-out & Print and Copy services for our patrons.
- **Craft Kit Giveaway Outdoor Program** held on September 24, 2-5pm. We offered craft kits for children ages 5 – Teen, social distancing and sanitation guidelines followed, 65 attendees.



CAMDEN COUNTY
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**Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Information, Reports & Minutes From Other Agencies

Item Number: 9.C
Meeting Date: November 02, 2020

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

Item Title NC Forest Service Annual Report

Attachments: NC Forest Service Annual Report (PDF)

NORTH CAROLINA FOREST SERVICE

ANNUAL REPORT

TO

CAMDEN COUNTY

COMMISSIONERS

FISCAL YEAR

2019 – 2020

PREPARED BY:

CAMDEN COUNTY RANGER

STEVE SUTTON



Steven W. Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services
N.C. Forest Service



Scott Bissette
Assistant Commissioner

September 24, 2020

Dear Camden County Commissioners and County Manager Ken Bowman:

This letter highlights the North Carolina Forest Service's annual accomplishments for Camden County in fiscal year July 2019 - June 2020. The NCFS is responsible for the protection and development of all private and state woodlands in the county per general statutes. Camden County's woodland area consists of 72,894 acres as listed in the 2015 NCSU Forestry Impacts of North Carolina survey. At this time, I would like to take the opportunity to inform you of our program areas and the accomplishments we made in each area. My Assistant County Ranger Aaron Bishop came over from Currituck County with 2 years experience back in October 2019 and is working out well. Our Forest Fire Equipment Operator Chanin Davis has been with us since 2013 and continues to be a valuable asset to our program.

Fire Control

We had an average amount of fire response calls considering it was a wet year. We responded to 24 calls with 7 of those being wildfires and 3 warning tickets were written. Other calls were false alarms and legal or illegal control burns. We had 715 Burning Permits written by local agents and acquired by landowners online. We have 3 Volunteer Fire Departments in the county, which continue to be a tremendous asset to us in wildfire suppression. Their quick initial attack with us minimizes fire damage and keeps fires small. I continue to visit each department and offer them help on inter-agency policies and wildland fire training.

Forest Management

With help from our District Office staff in Elizabeth City; we prepared 25 management plans for Camden landowners consisting of 1,215 acres. These plans help landowners meet financial and personal objectives for their timberland. These plans address timber resources, wildlife, aesthetics, water quality, soil protection, and/or recreation opportunities. Using information in their management plans, Camden landowners contracted with tree planters for a total of 195 acres of harvested woodland that was replanted. We are also responsible for conducting survival checks of last year planting projects and land measurement of all projects funded with state funds using global positioning system instruments. We also collected 30 lbs. of seed for our State Nursery in Goldsboro.

Water Quality Protection

We are also committed to randomly check on forestry logging operations. All forestry activities must adhere to Forest Practice Guidelines and Best Management Practices. These laws and regulations protect water quality and enable us to utilize forest resources in a sustainable manner. We conducted 35 inspections and re-inspections on loggers for 435 acres of forest harvesting activities in the county.

Information and Education

These programs are a vital part of our organization and they educate the public in forestry and the prevention of wildfires. We conducted or attended 15 programs on fire prevention at the following locations: Grandy Primary School, Camden Forest Landowner Meeting, VFD Meetings, Public Safety Meeting in Elizabeth City, GPS Fall Festival, Dismal Day at our State Park and the South Mills Christmas Parade.

Urban Assistance and Pest Control

We provide Camden citizens with advice and support on shade trees, windbreaks, and insect disease control. Urban assistance will continue to be a priority as the population increases and more land is developed. In an effort to protect urban and forested areas, each year we conduct aerial and ground surveys for forest pest outbreaks. We continually work with cooperative agencies; NCSU Extension office for shade tree assistance and the North Carolina Department of Agriculture to monitor forest pest movements. They continue to work the Slow the Spread Project to reduce the gypsy moth population.

Other Services

We are also involved in overall emergency response in Camden County, the State of North Carolina, and the Southeast Compact. We stand ready for natural disaster recovery efforts such as hurricanes, floods, tornadoes, and ice storms.

Summary

I feel we had another good year in our program areas and appreciate the support of this board of commissioners and our other cooperators in helping us achieve this success. If you need any assistance or have any questions or concerns; please feel free to contact me at 336-4332.

Sincerely,



Steve Sutton
Camden County Ranger