



# **BOARD OF COMMISSIONERS**

**December 04, 2023  
10:00 AM**

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

*Special accommodations for the disabled who attend public meetings can be made by contacting the Clerk to the Board 24 hours in advance at 252-338-6363, Ext. 311.*

**Please silence cell phones.**

## **Agenda**

**Camden County Board of Commissioners  
December 04, 2023; 10:00 AM  
Camden Public Library - Boardroom  
118 Hwy 343 North**

### **Welcome & Call to Order**

### **Invocation & Pledge of Allegiance**

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

**ITEM II.     Conflict of Interest Disclosure Statement**

**ITEM III.    Election of Board Chair - John Morrison**

**ITEM IV.    Election of Board Vice Chair**

**ITEM V.     Presentations** (For discussion and possible action)

A. Employee Recognition - Beverly Fonville

**ITEM VI.    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 VII.   New Business** (For discussion and possible action)

A. Approval of Bonds

B. Resolution 2023-12-01 Establishing the 2024 Regular Meeting Schedule

C. 2024 Holiday Schedule

D. Tax Report

E. Proposed SMWA System Transfer and Purchase Agreement

- F. Williams Brothers Farms Proposed Lease
- G. Lease Renewal of County Property - 390 US 158
- H. Lease Renewal of County Property - 151 Gumberry Road

**ITEM VIII. Board Appointments** (For discussion and possible action)

- A. Parks & Recreation Advisory Board

**Recess to South Camden Water & Sewer District Board of Directors**

**Reconvene Board of Commissioners**

**ITEM IX. Consent Agenda**

- A. BOC Meeting Minutes
- B. Budget Amendments
- C. Pickups, Releases & Refunds
- D. Refunds Over \$100.00
- E. Tax Collection Report
- F. Vehicle Refunds Over \$100.00
- G. 2024-2025 Annual Budget & CIP Calendar

**ITEM X. County Manager's Report**

**ITEM XI. Commissioners' Reports**

**ITEM XII. Information, Reports & Minutes from Other Agencies**

- A. Library Report
- B. Register of Deeds

**ITEM XIII. Other Matters** (For discussion and possible action)

**Closed Session - Personnel**

**ITEM XIV. Adjourn**



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Presentations**

**Item Number:** 5.A  
**Meeting Date:** December 04, 2023  
**Submitted By:** Beverly Fonville,  
Human Resources  
Prepared by: Karen Davis

**Item Title** **Employee Recognition**

**Attachments:**

**Summary:**

Staff that have reached milestone employment anniversaries will be recognized with service pins.





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

**New Business**

**Item Number:** 7.A  
**Meeting Date:** December 04, 2023  
**Submitted By:** Stephanie Jackson,  
Finance  
Prepared by: Stephanie Jackson

**Item Title** **Approval of Bonds**

**Attachments:** Bonds (PDF)

**Summary:** Please find attached the bonds for the Finance Officer, Sheriff, Register of Deeds, Tax Assessor/Collector and the Commissioners as required by law. We have the original bonds and each year they are extended.

**Recommendation:**  
Approval



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 72201382 briefly described as FIANANCE OFFICER JOYCE CREEK DRAINAGE DISTRICT

for STEPHANIE B. JACKSON

\_\_\_\_\_, as Principal,

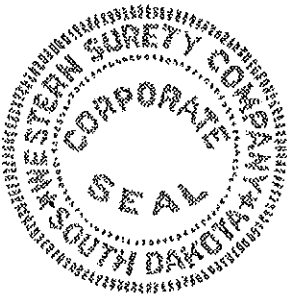
in the sum of \$ FIFTY THOUSAND AND NO/100 Dollars, for the term beginning October 01, 2023, and ending October 01, 2024, subject to all the covenants and conditions of the original bond referred to above.

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

Dated this 18th day of August, 2023.

WESTERN SURETY COMPANY

By Larry Kasten  
Larry Kasten, Vice President



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



# Western Surety Company

## CONTINUATION CERTIFICATE

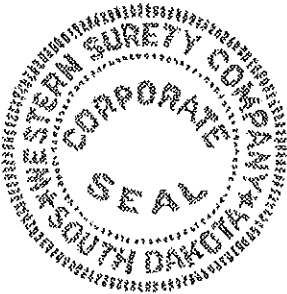
Western Surety Company hereby continues in force Bond No. 72201373 briefly described as FINANCIAL OFFICER SOUTH MILLS FIRE COMMISSION for STEPHANIE B. JACKSON, as Principal, in the sum of \$ FIFTY THOUSAND AND NO/100 Dollars, for the term beginning October 01, 2023, and ending October 01, 2024, subject to all the covenants and conditions of the original bond referred to above.

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

Dated this 18th day of August, 2023.

WESTERN SURETY COMPANY

By Larry Kasten  
Larry Kasten, Vice President



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



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 72201505 briefly described as FINANCE OFFICER COUNTY OF CAMDEN

for STEPHANIE B. JACKSON

, as Principal,

in the sum of \$ FIVE HUNDRED FIFTY THOUSAND AND NO/100 Dollars, for the term beginning October 01, 2023, and ending October 01, 2024, subject to all the covenants and conditions of the original bond referred to above.

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

Dated this 18th day of August, 2023.

WESTERN SURETY COMPANY

By Larry Kasten  
Larry Kasten, Vice President



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



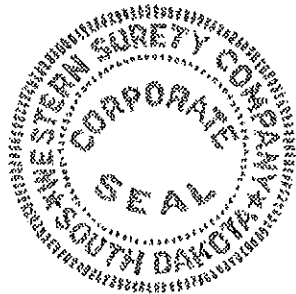
# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 72201388 briefly described as FINANCE OFFICE CAMDEN TOURISM DEVELOPMENT AUTHORITY for STEPHANIE B. JACKSON, as Principal, in the sum of \$ FIFTY THOUSAND AND NO/100 Dollars, for the term beginning October 01, 2023, and ending October 01, 2024, subject to all the covenants and conditions of the original bond referred to above.

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

Dated this 18th day of August, 2023.



WESTERN SURETY COMPANY

By Larry Kasten  
Larry Kasten, Vice President

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



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 72201384 briefly described as TREASURER-COURTHOUSE/SHILOH FIRE COMMISSION for STEPHANIE B. JACKSON

\_\_\_\_\_, as Principal, in the sum of \$ FIFTY THOUSAND AND NO/100 Dollars, for the term beginning October 01, 2023, and ending October 01, 2024, subject to all the covenants and conditions of the original bond referred to above.

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

Dated this 18th day of August, 2023.

WESTERN SURETY COMPANY

By Larry Kasten  
Larry Kasten, Vice President



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



# Western Surety Company

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 72101695

briefly described as Sheriff County of Camden

for Joseph Kevin Jones

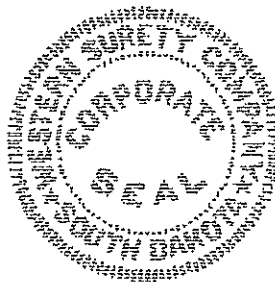
\_\_\_\_\_, as Principal,  
in the sum of \$ Twenty Five Thousand and 00/100 Dollars, for the term beginning  
December 3rd, 2022, and ending December 3rd, 2026, subject to all  
the covenants and conditions of the original bond referred to above.

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

Dated this 24th day of October, 2022.

WESTERN SURETY COMPANY

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



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





North Carolina



# Western Surety Company

## OFFICIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 71345335

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

Dated this 7th day of November, 2012.

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

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

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

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

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

Witness to Principal

\_\_\_\_\_  
 \_\_\_\_\_

Principal

Witness to Surety

L. Nelson  
A. Vixen

WESTERN SURETY COMPANY

By

Paul T. Bruffat  
 Paul T. Bruffat, Senior Vice President

North Carolina Resident Agent

Countersigned NOT NEEDED

Approved this \_\_\_\_\_ day of \_\_\_\_\_,





Billing Questions (888) 866-2666  
Email [info@cnasurety.com](mailto:info@cnasurety.com)

**Final Notice of Premium Due 12/06/2023**

If you have recently submitted your payment, please disregard this billing invoice

Premium \$100.00

TAMMIE KRAUSS  
%CAMDEN COUNTY  
PO BOX 190  
CAMDEN, NC 27921

**Amount Due** \$100.00

**Bond Detail**

Bond #	71631695	Obligee	OBLIGEE ADDRESS UNKNOWN
Company	Western Surety Company		
Term Dates	12/06/2023 to 12/06/2024		
Bond Amount	\$25,000.00		
Description	NC Register of Deeds County of Camden		

**Agent Information****Messages**

Bankers Insurance L L C  
P. O. Box 9953  
Glen Allen, VA 23058  
Phone : (828)253-2371

**Payment Instructions**

- **Pay Online at [ONLINEPAY.CNASURETY.COM](https://ONLINEPAY.CNASURETY.COM)**

- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt  
Make check payable to CNA Surety  
Detach payment stub and return with payment

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

Tammie Krauss

Bond # 71631695  
Company 0601  
Agency 32-00883  
Bankers Insurance L L C

<b>Payment Due</b>	12/06/2023	<b>Amount Due</b>	\$100.00
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CNA Surety Direct Bill  
P.O. Box 957312  
St. Louis, MO 63195-7312

Attachment: Bonds (Approval of Bonds)



Billing Questions (888) 866-2666  
Email [info@cnaSurety.com](mailto:info@cnaSurety.com)

Notice of Premium Due 12/14/2023

Premium \$220.00

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

Amount Due \$220.00

Bond Detail		
Bond #	58269823	Obligee OBLIGEE ADDRESS UNKNOWN
Company	Western Surety Company	
Term Dates	12/14/2023 to 12/14/2024	
Bond Amount	\$15,000.00	
Description	NO P E F P B P #4	

Agent Information	Messages
Bankers Insurance, L L C P. O. Box 9953 Glen Allen, VA 23058 Phone : (252)338-3322	We show 52 rated for premium purposes. To ensure proper coverage, verify the total number of employees and owners covered & contact us with changes. Note: After several years, we may have increased our rates slightly.

#### Payment Instructions



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

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

Camden County Board of Commissioners

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

Payment Due	12/14/2023	Amount Due	\$220.00
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CNA Surety Direct Bill  
P.O. Box 957312  
St. Louis, MO 63195-7312

0003001 03217563000012142023 00601005826982300 00000002200005

Attachment: Bonds (Approval of Bonds)



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**New Business**

**Item Number:** 7.B

**Meeting Date:** December 04, 2023

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

**Item Title** Resolution 2023-12-01 Establishing the 2024 Regular Meeting Schedule

**Attachments:** Resolution 2023-12-01 Establishing the 2024 Schedule of Regular Meetings (DOCX)



## Resolution 2023-12-01

### Resolution of the Camden County Board of Commissioners Establishing the 2024 Schedule of Regular Meetings

WHEREAS, North Carolina General Statute 153A-40 requires boards of commissioners to hold a regular-scheduled meeting at least once a month; and

WHEREAS, the Camden County Board of Commissioners meets in the Boardroom in the Camden County Public Library located at 118 North 343 in Camden, North Carolina.

NOW THEREFORE BE IT RESOLVED, by action of the Camden County Board of Commissioners, the following Schedule of Regular Meetings for 2024 is set forth as follows:

MEETING DATE	TIME
Tuesday, January 2, 2024	7:00 PM
Monday, February 5, 2024	7:00 PM
Monday, March 4, 2024	7:00 PM
Monday, April 1, 2024	7:00 PM
Monday, May 6, 2024	7:00 PM
Monday, June 3, 2024	7:00 PM
Monday, July 1, 2024	7:00 PM
Monday, August 5, 2024	7:00 PM
Tuesday, September 3, 2024	7:00 PM
Monday, October 7, 2024	7:00 PM
Monday, November 4, 2024	7:00 PM
Monday, December 2, 2024 (Swearing-In Ceremony & Organizational Meeting)	8:30 AM

BE IT FURTHER RESOLVED that a copy of this Resolution shall be posted on the courthouse and library bulletin boards at least ten (10) days before the first meeting to which it applies and that the adopted Schedule of Meetings shall be posted on the County website.

Adopted this the 4<sup>th</sup> day of December 2023.

ATTEST:

\_\_\_\_\_  
Chair  
Camden County Board of Commissioners

\_\_\_\_\_  
Karen M. Davis, Clerk to the Board  
Camden County Board of Commissioners



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**New Business**

<b>Item Number:</b>	7.C
<b>Meeting Date:</b>	December 04, 2023
<b>Submitted By:</b>	Karen Davis, Clerk to the Board Board of Commissioners Prepared by: Karen Davis
<b>Item Title</b>	<b>2024 Holiday Calendar</b>
<b>Attachments:</b>	2024 Holiday Schedule      (DOCX)



## 2024 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2024	Monday
Martin Luther King, Jr. Birthday	January 15, 2024	Monday
Good Friday	March 29, 2024	Friday
Memorial Day	May 27, 2024	Monday
Juneteenth	June 19, 2024	Wednesday
Independence Day	July 4, 2024	Thursday
Labor Day	September 2, 2024	Monday
Veterans Day	November 11, 2024	Monday
Thanksgiving	November 28 & 29, 2024	Thursday & Friday
Christmas	December 24, 25 & 26, 2024	Tuesday, Wednesday & Thursday



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**New Business**

**Item Number:** 7.D

**Meeting Date:** December 04, 2023

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

**Item Title** **October Monthly Report**

**Attachments:** October20231128102040116 (PDF)

**Summary:** October Monthly Report

**Recommendation:** Review and approve

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

**OUTSTANDING TAX DELINQUENCIES BY YEAR**

<b><u>YEAR</u></b>	<b><u>REAL PROPERTY</u></b>	<b><u>PERSONAL PROPERTY</u></b>
2022	146,673.93	10,191.35
2021	81,855.98	7,531.71
2020	42,196.08	3,152.18
2019	23,257.84	1,813.43
2018	17,699.47	1,080.65
2017	11,167.13	1,287.30
2016	6,741.83	1,029.95
2015	6,123.07	628.26
2014	7,945.73	967.20
2013	6,177.80	4,618.93

Attachment: October20231128102040116 (Tax Report)



TOTAL REAL PROPERTY TAX UNCOLLECTED	349,838.86
TOTAL PERSONAL PROPERTY UNCOLLECTED	22,109.61
TEN YEAR PERCENTAGE COLLECTION RATE	99.57%
COLLECTION FOR 2023 vs. 2022	12,980.59

**LAST 3 YEARS PERCENTAGE COLLECTION RATE**

2022	98.40%
2021	99.07%
2020	99.43%

**THIRTY LARGEST UNPAID ACCOUNTS**

SEE ATTACHMENT "A"

**THIRTY OLDEST UNPAID ACCOUNTS**

SEE ATTACHMENT "B"

**EFFORTS AT COLLECTION IN THE LAST 30 DAYS****ENDING    October    2023****BY TAX ADMINISTRATOR**466    NUMBER DELINQUENCY NOTICES SENT25    FOLLOWUP REQUESTS FOR PAYMENT SENT3    NUMBER OF WAGE GARNISHMENTS ISSUED3    NUMBER OF BANK GARNISHMENTS ISSUED3    NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATOR  
TO DELINQUENT TAXPAYER0    NUMBER OF PERSONAL VISITS CONDUCTED (COUNTY OFFICES)0    PAYMENT AGREEMENTS PREPARED UNDER AUTHORITY OF  
TAX ADMINISTRATOR0    NUMBER OF PAYMENT AGREEMENTS RECOMMENDED TO  
COUNTY ATTORNEY0    NUMBER OF CASES TURNED OVER TO COUNTY ATTORNEY FOR  
COLLECTION (I.D. AND STATUS)0    REQUEST FOR EXECUTION FILES WITH CLERK OF COURTS0    NUMBER OF JUDGMENTS FILED

Attachment: October20231128102040116 (Tax Report)

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
R	02-8943-01-17-4388.0000	10,207.44	2	THOMAS REESE	CAMDEN	301 JAPONICA DR
R	03-8971-00-23-2253.0000	9,306.61	2	ABODE OF CAMDEN, INC.	SHILOH	187 C THOMAS POINT RD
R	02-8934-01-18-8072.0000	7,103.79	2	ARNOLD AND THORNLEY, INC.	CAMDEN	146 158 US W
R	02-8935-02-66-7093.0000	6,753.90	2	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R	01-7999-00-62-3898.0000	5,890.92	2	MICHAEL ASKEW	SOUTH MILLS	257 A OLD SWAMP RD
R	03-8962-00-05-0472.0000	5,801.13	2	FRANK MCMILLIAN HEIRS	SHILOH	172 NECK RD
R	02-8943-01-06-9013.0000	5,760.62	2	JEWEL H. DAVENPORT	CAMDEN	WINDY HEIGHTS DR
R	02-8934-01-29-4617.0000	5,748.12	2	JAMES B. SEYMOUR ETAL	CAMDEN	112 158 US W
R	03-8943-02-75-4196.0000	5,728.00	2	SHERRILL M PRICE JR	SHILOH	115 COOKS LANDING RD
R	01-7989-00-01-1714.0000	5,589.67	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	02-8916-00-39-5170.0000	5,319.70	2	DONALD RAY JONES	CAMDEN	670 343 HWY N
R	02-8945-00-41-2060.0000	5,273.51	2	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	168 BUSHELL RD
R	03-9809-00-23-4988.0000	5,097.20	2	WANDA H WELLS	SHILOH	104 HIGH RD
R	03-8973-00-53-0748.0000	5,096.48	2	MORRIS L. KIGHT III	SHILOH	142 STANLEY LN
R	02-8954-00-43-8538.0000	4,941.32	2	BILLY ROSS FEREBEE	CAMDEN	237 PALMER RD
R	03-9809-00-24-8236.0000	4,795.95	2	GENE W IRBY	SHILOH	503 SAILBOAT RD
R	03-8961-00-68-3593.0000	4,381.87	2	EDWARD LANE MOORE	SHILOH	169 RAYMONS CREEK RD
R	02-8934-04-72-0416.0000	4,155.76	2	PAULINE JETTE	CAMDEN	238 COUNTRY CLUB RD
R	03-8972-00-44-8500.0000	4,137.94	2	ABODE OF CAMDEN INC.	SHILOH	343 HWY S
R	02-8935-04-63-0820.0000	3,990.30	1	BELCROSS PROPERTIES, LLC	CAMDEN	197 158 US E
R	02-8934-03-31-9750.0000	3,690.92	1	CAROLYN MCDANIEL	CAMDEN	195 COUNTRY CLUB RD
R	03-8990-00-17-3935.0000	3,352.06	2	KARL L ADCOCK	SHILOH	100 CATALAN DR
R	03-8971-00-54-7373.0000	3,307.86	2	DWAYNE HARRIS	SHILOH	125 ONE MILL RD
R	01-7090-00-64-6040.0000	3,295.22	1	LINTON RIDDICK	SOUTH MILLS	129 LILLY RD
R	01-7090-00-92-5561.0000	3,244.45	2	MAINSTAY CONSTRUCTION, INC	SOUTH MILLS	GENERALS WAY
R	02-8936-00-23-4750.0000	3,233.58	2	AARON DARNELL CHAMBLEE ET AL	CAMDEN	LAMBS RD
R	02-8943-01-47-1120.0000	3,129.77	4	EMILY FORBES CRAIN	CAMDEN	104 C ST
R	01-7080-00-26-2396.0000	3,092.07	1	CHRISTOPHER A. KINDER	SOUTH MILLS	136 DOCK LANDING LP
R	03-8965-00-37-4242.0000	3,077.96	2	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-7090-00-71-3290.0000	3,000.00	1	NORMAN L. PHELPS, JR.	SOUTH MILLS	426 OLD SWAMP RD

Attachment: October20231128102040116 (Tax Report)

11/28/23 10:30:17

Delinquencies Top-30 Unpaid

1

Rec'd

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	10	5,589.67	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8965-00-37-4242.0000	10	3,077.96	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	03-8962-00-04-9097.0000	10	2,988.80	CECIL BARNARD HEIRS	SHILOH	NECK RD
R	01-7999-00-95-3587.0000	10	2,613.78	WALTER TURNER HEIRS	SOUTH MILLS	CAROLINA RD
R	03-8899-00-45-2682.0000	10	2,245.98	SEAMARK INC.	SHILOH	HOLLY RD
R	03-8952-00-95-8737.0000	10	2,233.18	AUDREY TILLET	SHILOH	171 NECK RD
R	01-7999-00-32-3510.0000	10	2,022.09	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
R	01-7988-00-91-0179.0001	10	2,014.88	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	
R	01-7999-00-12-8596.0000	10	1,943.65	MOSES MITCHELL HEIRS	SOUTH MILLS	165 BUNKER HILL RD
R	03-8943-04-93-8214.0000	10	1,862.04	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7091-00-64-6569.0000	10	1,814.42	CLARENCE D. TURNER JR.	SOUTH MILLS	STINGY LN
R	02-8926-00-13-6839.0000	10	1,407.85	NORTHEASTERN COMMUNITY	CAMDEN	123 TRAFTON RD
R	02-8935-01-07-0916.0000	10	1,202.28	ROSETTA MERCER INGRAM	CAMDEN	227 SLEEPY HOLLOW RD
R	02-8936-00-24-7426.0000	10	948.81	BERNICE PUGH	CAMDEN	113 BOURBON ST
R	01-7090-00-60-5052.0000	10	840.78	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
R	01-7989-04-60-1568.0000	10	806.07	EMMA BRITE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	01-7989-04-90-0938.0000	10	791.77	DORIS EASON	SOUTH MILLS	1352 343 HWY N
R	01-7989-04-60-1954.0000	10	786.75	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
R	01-7080-00-62-1977.0000	10	719.09	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	02-8955-00-13-7846.0000	10	592.37	MARIE MERCER	CAMDEN	IVY NECK RD
R	03-9809-00-33-4725.0000	10	441.32	DENNIS CREASY	SHILOH	SAILBOAT RD
R	03-8980-00-61-1968.0000	10	417.12	WILLIAMSBURG VACATION	SHILOH	CAMDEN POINT RD
R	03-9809-00-53-4358.0000	10	406.96	WILLIAM G. YATES	SHILOH	SAILBOAT RD
R	03-8899-00-36-1568.0000	10	367.55	PETER BUTSAVAGE	SHILOH	HIBISCUS RD
R	03-8962-00-55-5300.0000	10	310.71	OCTAVIA COPELAND HEIRS	SHILOH	457 NECK RD
R	01-7090-00-95-5262.0000	10	307.16	JOHN F. SAWYER HEIRS	SOUTH MILLS	OLD SWAMP RD
R	03-9809-00-54-8280.0000	10	306.72	RODNEY STEVEN SPIVEY &	SHILOH	SAILBOAT RD
R	03-8980-00-84-0931.0000	10	293.76	CARL TEUSCHER	SHILOH	218 BROAD CREEK RD
R	03-9809-00-66-0120.0000	10	262.25	RANDELL CRIDER	SHILOH	SAILBOAT RD
R	03-9809-00-45-1097.0000	10	206.42	MICHAEL OBER	SHILOH	CENTERPOINT RD

11/28/23 10:30:20

Delinquencies Top-30 Oldest

1

Attachment: October20231128102040116 (Tax Report)

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	0002941	2,059.39	2	BARKER'S TRUCKING, INC	SHILOH	108 SASSAFRAS LN
P	0000295	1,126.07	4	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0001709	947.26	6	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0003721	792.00	2	JIMMY'S TRUCKING & HAULING LLC	CAMDEN	127 TRAFTON RD
P	0001721	693.51	2	CINDY MAYO	SOUTH MILLS	106 BINGHAM RD
P	0003192	583.73	1	ROBERT JESSE-ALDERMAN HUDGINS	CAMDEN	409 343 HWY N
P	0001046	543.81	1	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001072	520.66	10	PAM BUNDY	SHILOH	105 AARON DR
P	0003513	449.27	1	JULIE PORTER	CAMDEN	431 158 US W
P	0003512	397.83	1	WILLIAM ANTHONY POPE JR	CAMDEN	214 SMITH DR
P	0000297	368.21	1	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0003017	337.95	1	MARK STANLEY MICHALSKI	SOUTH MILLS	138 CAROLINA RD
P	0003415	302.75	2	IVY MIRANDA BOGUES	CAMDEN	224 NORTH RIVER RD
P	0000945	294.86	2	RAMONA F. TAZEWEILL	CAMDEN	239 SLEEPY HOLLOW RD
P	0003547	292.19	2	NICHOLAS W. STOTTS	CAMDEN	431 158 US W
P	0002902	281.09	2	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0003208	271.52	2	RICKY W JOHNSON	CAMDEN	113 PALMER RD
P	0001545	270.35	2	LOUIS RUGGERI	CAMDEN	390 CAMDEN CSWY
P	0003075	262.38	2	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD
P	0001104	258.76	1	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0003478	253.59	1	JOHN PETER LEARY	SOUTH MILLS	971 343 HWY N
P	0002525	251.35	1	JOSEPH VINCENT CARDYN	SHILOH	260 ONE MILL RD
P	0002643	231.93	1	JASON RYAN MCCALLISTER	SOUTH MILLS	102 COUNTRY MEADOWS DR
P	0003662	231.58	2	JEFFREY CLAYTON COLLIER	CAMDEN	152 158 US W
P	0000738	226.96	8	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0003850	225.10	1	JOSHUA MICHAEL BAILEY	SOUTH MILLS	100 ROBIN CT W
P	0003773	222.54	2	SEVAN NERO BARTLETT	CAMDEN	197 HERMAN ARNOLD RD
P	0002468	221.37	1	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0001538	216.33	4	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0001512	213.49	2	JOHN WESLEY BURGESS, JR.	CAMDEN	431 158 USY W

11/28/23 10:30:43

Delinquencies Top-30 Unpaid

1

Attachment: October20231128102040116 (Tax Report)

Personal

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
P	0001072	10	520.66	PAM BUNDY	SHILOH	105 AARON DR
P	0001709	8	947.26	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001046	8	543.81	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0000738	8	226.96	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001538	8	216.33	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0001106	8	200.27	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0001694	8	128.34	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0000295	7	1,126.07	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0000770	7	134.40	MARSHA GAIL BOGUES	CAMDEN	276 BELCROSS RD
P	0002921	7	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	122 DOCK LANDING LOOP
P	0000945	6	294.86	RAMONA F. TAZEWEEL	CAMDEN	239 SLEEPY HOLLOW RD
P	0002468	6	221.37	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0002968	6	202.44	MICHAEL WILLIAM MAINELLO	SOUTH MILLS	237 KEETER BARN RD
P	0001150	6	136.45	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
P	0001689	6	125.28	MICHAEL WAYNE MYERS	SOUTH MILLS	107 ROBIN DR
P	0002902	5	281.09	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0001512	5	213.49	JOHN WESLEY BURGESS, JR.	CAMDEN	431 158 USY W
P	0002942	5	100.25	JAMES P. VASILOPOULOS	CAMDEN	346 343 HWY S
P	0003513	4	449.27	JULIE PORTER	CAMDEN	431 158 US W
P	0003415	4	302.75	IVY MIRANDA BOGUES	CAMDEN	224 NORTH RIVER RD
P	0003075	4	262.38	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD
P	0003414	4	199.71	EDWARD A. BILL	CAMDEN	152 158 US W
P	0003096	4	191.26	DANIEL ELWOOD BRIGHT	CAMDEN	109 JUNIPER DR
P	0002978	4	177.22	JONATHAN LEWIS PUGH	SOUTH MILLS	206 MAIN ST
P	0003035	4	173.24	ROBERT HENRY LEE	SHILOH	121 BEECH TREE DR
P	0003487	4	171.51	MICHAEL RONALD MAYO II	CAMDEN	146 BELCROSS RD
P	0003495	4	147.34	ALY MOHAMAD	SHILOH	100 BROAD CREEK RD
P	0003378	4	108.36	JAMES KELLEY WIGFIELD	CAMDEN	441 158 US E
P	0001721	3	693.51	CINDY MAYO	SOUTH MILLS	106 BINGHAM RD
P	0003192	3	583.73	ROBERT JESSE-ALDERMAN HUDGINS	CAMDEN	409 343 HWY N

11/28/23 10:30:46

Delinquencies Top-30 Oldest

1

Attachment: October20231128102040116 (Tax Report)

Personal



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

**New Business**

**Item Number:** 7.E  
**Meeting Date:** December 04, 2023

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

**Item Title** **Proposed SMWA System Transfer and Purchase Agreement**

**Attachments:** Camden - South Mills - System Transfer and Purchase  
Agreement 4860-1097-  
2022 v.3 (DOCX)

**Summary:**

Attached for the Board's consideration is the proposed SMWA System Transfer and Purchase Agreement.

**Recommendation:**

Authorize the County Manager, in consultation with the County Attorney, to enter into the process for the system transfer and purchase of the South Mills Water Association.

SYSTEM TRANSFER AND PURCHASE AGREEMENT

by and between

CAMDEN COUNTY

and

SOUTH MILLS WATER ASSOCIATION, INCORPORATED

dated as of

\_\_\_\_\_, 2023

[Insert Table of Contents for Final Version]



## SYSTEM TRANSFER AND PURCHASE AGREEMENT

THIS SYSTEM TRANSFER AND PURCHASE AGREEMENT is made and entered into as of \_\_\_\_\_, 2023 (the "**Effective Date**") by and between CAMDEN COUNTY, a political subdivision created and validly existing under the Laws of the State of North Carolina (the "**County**"), and SOUTH MILLS WATER ASSOCIATION, INCORPORATED, a North Carolina non-profit corporation (the "**Seller**"). County and Seller are from time to time referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

**WHEREAS**, Seller is engaged in providing and distributing water utility services in Camden County, North Carolina (the "**System**");

**WHEREAS**, as contemplated by that certain non-binding term sheet dated May 19, 2023 between County and Seller and related correspondence between the Parties, Seller desires to transfer all of the System Assets (as defined below) and County desires to acquire all of the System Assets; and

**WHEREAS**, the governing bodies of County and Seller have approved, and deem it advisable to consummate, the acquisition of the System Assets by County, upon the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises, and the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

## ARTICLE 1 TRANSFER OF ASSETS

### 1.1 Transfer of System Assets.

(a) System Assets. Upon the terms and subject to the conditions of this Agreement and in reliance upon the covenants, agreements, representations and warranties set forth in this Agreement, at the Closing, Seller shall transfer to County, free and clear of any Encumbrances except for the Permitted Encumbrances, and County shall purchase from Seller, all of Seller's rights, title and interest in and to, the following assets pertaining to, or used in connection with the System (collectively, the "**System Assets**"):

(i) the Seller's administrative office building, all water tanks and all distribution, collection and other pipes, drains, towers and lines as set forth on Schedule 1.1(a)(i);

(ii) the equipment, machinery, vehicles, furniture, fixtures, computer hardware and related peripheral equipment and other tangible personal property set forth on Schedule 1.1(a)(ii);

(iii) all supplies, tools, raw materials, parts, work in process and inventories used or held for use by Seller for the System Assets as set forth on Schedule 1.1(a)(iii);

- (iv) all Permits to the extent transferable as set forth on Schedule 1.1(a)(iv);
- (v) the Assumed Contracts as set forth on Schedule 1.1(a)(v);
- (vi) originals, or where not available, copies, of all books and records relating to the System, including all accounting records, quality control records and procedures, customer lists, engineering drawings, service and warranty records, equipment logs, operating guides and manuals, documents, data and other materials and information;
- (vii) all prepaid expenses, advance payments, claims, refunds and deposits;
- (viii) all rights and claims under warranties, indemnities and similar rights against third parties to the extent assignable and related to any System Assets or Assumed Liabilities;
- (ix) all equitable claims and rights, including all claims and rights arising under operation of Law, with respect to any and all System Assets and Assumed Liabilities;
- (x) all Real Property (as defined herein); and
- (xi) all monies held in Seller's bank accounts set forth on Schedule 1.1(a)(xi); subject to the post-closing conditions set forth in Article 4.8.

(b) Consideration for System Assets. Upon the terms and subject to the conditions of this Agreement, in consideration for the conveyance, assignment, transfer and delivery by Seller to County of the System Assets:

(i) At the Closing, County will pay to Seller an amount equal to **One Dollar (\$1.00)** (the "**Purchase Price**") in cash or immediately available funds.

(ii) At the Closing, County will assume the Assumed Liabilities by executing and delivering the Assumption Agreement to Seller and Seller shall retain the Retained Liabilities.

(c) Closing. Upon the terms and subject to the conditions of this Agreement, and provided that all of the conditions set forth in Article 5 (other than those conditions that by their terms cannot be satisfied until the Closing) have been satisfied or waived, the Closing shall take place on December 29, 2023, or at such time and date as the Parties may agree. The "**Closing Date**" means the date upon which the Closing actually occurs. The Closing shall take place electronically and remotely or, if the Parties agree, at the offices of County. For economic and accounting purposes, the Closing shall be deemed to take effect at 11:59 PM ET on the Closing Date.

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to County as follows:

**2.1 Organization of Seller.** Seller is a validly existing non-profit corporation, existing as such under and by virtue of the Constitution and Laws of the State of North Carolina. Seller

has all requisite power and authority to carry on the System as now being conducted and to own, use and hold for use the System Assets and the Real Property.

**2.2 Authorization.** The execution, delivery and performance by Seller of each of the Transaction Documents to which it is or will be a party and the consummation by it of the Contemplated Transactions have been duly authorized by Seller's Board of Directors, and no other action on the part of Seller is necessary to authorize the execution, delivery and performance by Seller of such Transaction Documents or the consummation by it of the Contemplated Transactions. Seller has duly executed and delivered this Agreement.

**2.3 Consents and Approvals; No Violations.** The execution, delivery and performance of the Transaction Documents to which Seller is or will be a party, and the consummation by Seller of the Contemplated Transactions, do not and will not, with or without notice or passage of time or both: (i) violate any Order applicable to Seller, the System or any of the System Assets, Real Property or Assumed Liabilities or (ii) result in the creation or imposition of any Encumbrance, other than Permitted Encumbrances, on any System Assets.

**2.4 Financial Statements.** To the Knowledge of Seller, the financial statements described on Schedule 2.4 (collectively, the "**Financial Statements**") fairly present the financial condition and the results of operations and cash flows of Seller as at the respective dates of and for the periods referred to in the Financial Statements. The Financial Statements have been prepared from and are in accordance with the accounting records of Seller. To the Knowledge of Seller, there are no outstanding claims, liabilities, obligations or indebtedness in connection with the System of any kind or nature, whether fixed or contingent, except as set forth in the Financial Statements, and except for liabilities incurred in the Ordinary Course of Business since the date of the Financial Statements and of the kind and type reflected in the Financial Statements which are not, individually or in the aggregate, material in amount.

**2.5 Title.** Seller has, and at the Closing Seller will transfer to County, good and valid title to all the System Assets free and clear of all known Encumbrances other than Permitted Encumbrances.

**2.6 Absence of Certain Changes.** Since January 1, 2023, Seller has conducted the System only in the Ordinary Course of Business consistent with past practice. Without limiting the generality of the foregoing, Seller has not since January 1, 2023:

(a) permitted or allowed any of the System Assets to be subjected to any Encumbrances of any kind, except for Permitted Encumbrances;

(b) sold, transferred, leased or otherwise disposed of any of the System Assets or any other properties or assets (real, personal or mixed, tangible or intangible) used or held for use in connection with the System, except in the Ordinary Course of Business, consistent with past practice;

(c) entered into any contract or agreement in connection with the System outside the Ordinary Course of Business;

(d) amended, modified or terminated, or waived any right or claim under, any Assumed Contract;

(e) incurred or assumed any liabilities in connection with the System, or paid, discharged, waived or released any liabilities or obligations of the System, in each case except in the Ordinary Course of Business;

(f) changed its cash management practices and policies or its practices and procedures with respect to the collection of customer accounts receivable, in each case with respect to the System; or

(g) agreed, whether in writing or otherwise, to take any action described in this Section 2.6.

## **2.7 Customers.**

(a) Maps. Schedule 2.7(a) contains maps which set forth the location of all of Seller's known distribution, trunk, collection and other pipes, drains, towers, tanks and lines used or held for use in connection with the System. Seller does not provide System services to any Person other than those customers set forth on the Customer Lists to be provided in accordance with Section 4.9.

(b) Customer Tap Fee List. Schedule 2.7(b) contains an accurate and complete list (the "**Customer Tap Fee List**") of all lots and units from which Seller has collected and retains a Customer Tap Fee, including a description of the fee or deposit, the account name and number, amount and date paid, size of meter(s), tax parcel number of the lot or unit and, with respect to each Customer Tap Fee listed on Schedule 2.7(b), a complete and accurate description of all of Seller's obligations and liabilities with respect to such Customer Tap Fee.

## **2.8 Real Property.**

### **(a) Real Property - Generally.**

(i) As used herein, "**Real Property**" means all or every parcel of real property owned in fee simple by Seller; Easements; and rights of way in which Seller has any right, title or interest, together with the use of all buildings, structures, improvements and fixtures located thereon or attached or appurtenant thereto. Schedule 2.8(a)(i) sets forth each parcel of real property described above, including with each parcel, the address, location, and use. With respect to each parcel, (i) Seller has not leased or otherwise granted to any Person the right to use or occupy such parcel or any portion thereof; and (ii) to the Knowledge of Seller, there are no unrecorded outstanding options, rights of first offer or rights of first refusal to purchase such parcel or any portion thereof or interest therein.

(ii) Seller has delivered to County copies of all deeds, title insurance policies and surveys relating to the Real Property, including all documents evidencing Encumbrances upon the Real Property that are in Seller's possession. Seller is not liable for the contents of such materials provided. To Seller's Knowledge, other than Permitted Encumbrances, there are no Encumbrances or disputes affecting any Real Property that might curtail or interfere with the use

of such property by County, and there are no pending or to Seller's Knowledge threatened Actions, or outstanding Orders, relating to any Real Property, including Seller's use of the Real Property.

(b) Easement & Rights of Way.

(i) Set forth on Schedule 2.8(b)(i) is a list of certain easements, rights of way, rights, privileges and appurtenances, including proofs of dedication, in which Seller has any right, title or interest and which are used or held solely for use by Seller in connection with the System.

(ii) To the Knowledge of Seller, (A) Seller and its System operations are in compliance with all Easements and (B) no event has occurred or circumstance exists that may (with or without notice, the passage of time or both) constitute or result directly or indirectly in a violation of or a failure to comply with any term of, or result directly or indirectly in the revocation, withdrawal, suspension or termination of, or any modification to, any such Easement.

(c) Leased Property.

(i) Seller leases from the South Mills Ruritan Club ("Club") the real property where its administrative office building ("**Seller's Office**") is located. A copy of the lease is attached as Schedule 2.8(c). The Club reserves the right to approve any transfer of the lease. Therefore, the Club's lease is not part of the Real Property. Seller will request that the Club allow the transfer of the lease to the County, but the County is responsible for the finalization of any assignment, negotiation of the lease, or removal of the Seller's Office (after Closing) if the lease is not assigned or otherwise entered into by the County.

(ii) Seller is the a lessor of certain real property.....[Need to decide whether the lease to the farmer will be assigned or terminated at Closing.]

**2.9 Permits.** To the Knowledge of Seller, all Permits required for Seller to own and operate the System and the System Assets as currently conducted have been obtained by Seller, are valid and in full force and effect and are set forth on Schedule 2.9. True and complete copies of all such Permits have heretofore been furnished to County. Seller is in compliance with all such Permits. No event has occurred or circumstance exist that may (with or without notice, the passage of time or both) (a) constitute or result directly or indirectly in a violation of or a failure to comply with any term or requirement of any such Permit or (b) result directly or indirectly in the revocation, withdrawal, suspension or termination of, or any modification to, any such Permit.

**2.10 Plant, Equipment, and Inventory.**

(a) Sufficiency of Assets. Except as set forth on Schedule 2.10(a), the System Assets are sufficient for the continued conduct of the System after the Closing in substantially the same manner as conducted by Seller prior to the Closing and constitute all of the rights, properties and assets necessary to conduct the System as currently conducted.

(b) Condition of Assets. Seller has operated and maintained the System Assets in accordance with prudent industry standards applicable to the ownership and operation of similar utility systems.

## 2.11 Environmental Matters.

(a) Compliance. To Seller's Knowledge, Seller is in full compliance with all Environmental Laws relating to the System, including the possession by Seller of all Permits required under all applicable Environmental Laws and compliance with the terms and conditions thereof. Each Permit currently held by Seller relating to the System pursuant to the Environmental Laws is identified in Schedule 2.11(a).

(b) Notice of Violation. Since January 1, 2022, Seller has not received any communication (written or oral), whether from a Governmental Authority, citizens group, employee or otherwise, that states, claims or alleges that Seller is not in full compliance with any Environmental Laws relating to the System, and there are no circumstances that may prevent or interfere with such full compliance in the future. Seller has delivered to County prior to the execution of this Agreement all information that is in the possession of or reasonably available to Seller regarding Environmental Claims, and environmental matters pertaining to, or the environmental condition of, the System or the compliance (or non-compliance) of Seller with any Environmental Laws relating to the System.

(c) Pending Claims. There is no Environmental Claim by any Person that is pending or threatened against the System, or against any Person whose liability for any Environmental Claim Seller has retained or assumed either contractually or by operation of law relating to the System.

(d) Hazardous Materials. To the Knowledge of Seller, there are no past or present actions, activities, circumstances, conditions, events or incidents, including the release, threatened release, emission, discharge, presence or disposal of any Hazardous Materials, that could form the basis of any Environmental Claim against Seller relating to the System or, to the Knowledge of Seller, against any Person whose liability for any Environmental Claim relating to the System Seller has retained or assumed either contractually or by operation of law.

(e) Hazardous Conditions. Without in any way limiting the generality of the foregoing, (i) all locations where Seller has (previously or currently) stored, disposed of or arranged for the disposal of Hazardous Materials relating to the System are identified in Schedule 2.11(e)(i); (ii) all underground storage tanks, and the capacity and contents of such tanks, located on any property to be transferred by Seller pursuant to this Agreement relating to the System are specifically identified in Schedule 2.11(e)(ii).

(f) Environmental Reports. Seller has provided to County a copy of each assessment, report, datum, result of investigations or audit, and other information that is in the possession of Seller regarding Environmental Claims or environmental matters pertaining to the environmental condition of the System or the compliance (or noncompliance) by the System with any Environmental Laws.

(g) Compliance with Laws. To the Knowledge of Seller, Seller is in full compliance with any Environmental Laws relating to the System requiring (i) the performance of site assessment for Hazardous Materials, or (ii) the removal or remediation of Hazardous Materials.

## 2.12 Contracts.



(a) Neither Seller nor, to Seller's Knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assumed Contract. However, Seller does not warrant that the Assumed Contracts are assignable to County in whole or in part. Complete and correct copies of each Assumed Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been delivered to County. There are no disputes pending or threatened under any Assumed Contract.

(b) Except for any contracts and agreements with or for the benefit of Seller's employees, and except for the Assumed Contracts and Easements, there are no other contracts or agreements (i) by which any of the System Assets are bound or affected or (ii) to which Seller is a party or by which it is bound in connection with the System or the System Assets.

**2.13 Insurance.** There are no claims related to the System, the System Assets, or the Assumed Liabilities pending under any policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Seller has not received any notice from any insurance company that has issued a policy, requiring or recommending any repairs or work to be done on any part of the System Assets, other than repairs or other work that has been completed.

**2.14 Litigation.** There is no Action pending or, to Seller's Knowledge, threatened relating to or involving the System, the System Assets, or the Assumed Liabilities that challenges or seeks to restrain, enjoin or otherwise prohibit the consummation of the Contemplated Transactions, and, to the Knowledge of Seller, there is no valid basis for any such Action. There are no outstanding Orders relating to or involving the System, the System Assets, or the Assumed Liabilities.

**2.15 Compliance with Laws.** Since January 1, 2023, Seller has not received any notice that it is in violation of any applicable building, zoning, health or other Law in respect of the System, the System Assets, or the Assumed Liabilities.

**2.16 Brokers or Finders.** No agent, broker, banker, advisor or other Person is or will be entitled to any brokers' or finder's fee or any other commission or similar fee in connection with any of the Contemplated Transactions.

**2.17 USDA Loans.** Seller was party to multiple agreements with the United States Department of Agriculture ("USDA") that included loans and a grant, which are set forth on Schedule 2.17. Seller has paid off the USDA loans. County agrees that any USDA grant obligations are and shall be an Assumed Liability.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF COUNTY

County represents and warrants to Seller that:

**3.1 Organization.** County is a political subdivision created and validly existing under the Laws of the State.

**3.2 Authorization; Validity of Agreement.** County has all requisite power and authority to execute and deliver all Transaction Documents to which it is or will be a party, to perform its obligations thereunder and to consummate the Contemplated Transactions. The execution, delivery and performance by County of each of the Transaction Documents to which it is or will be a party and the consummation by it of the Contemplated Transactions have been duly authorized by County's Board of Commissioners, and no other action on the part of County is necessary to authorize the execution, delivery and performance by County of such Transaction Documents or the consummation by it of the Contemplated Transactions. County has duly executed and delivered this Agreement. This Agreement constitutes, together with the other Transaction Documents to which County is or will be a party will constitute (upon execution and delivery by County and the other parties thereto), the legal, valid and binding obligation of County, enforceable against County in accordance with its term, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

**3.3 Consents and Approvals; No Violations.** Delivery and performance of the Transaction Documents to which County is or will be a party, and the consummation by County of the Contemplated Transactions, do not and will not, with or without notice or passage of time or both: (a) require any filing with, or permit, authorization, consent or approval of, any Governmental Authority or any other Person, (b) result in a violation or breach of, or constitute a default (or give rise to any right of termination, amendment or acceleration) under, or require any consent, approval or waiver under, any agreement, contract or instrument to which County is a party, or (c) violate any Order or Law applicable to County.

**3.4 Brokers or Finders.** No agent, broker, banker, advisor or other Person is or will be entitled to any brokers' or finder's fee or any other commission or similar fee in connection with any of the Contemplated Transactions.

**3.5** COUNTY ACKNOWLEDGES THAT SELLER HAS NOT MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE CONDITION OF ANY REAL PROPERTY, BUILDINGS, FACILITIES, EQUIPMENT, INVENTORY, MACHINERY, FIXTURES AND PERSONAL/MOVABLE PROPERTY CONSTITUTING ALL OR ANY PART OF THE SYSTEM ASSETS (COLLECTIVELY, THE "TANGIBLE PROPERTY"), INCLUDING ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW IN EFFECT NOW OR IN THE FUTURE, IT BEING THE EXPRESS INTENTION OF SELLER AND COUNTY THAT THE TANGIBLE PROPERTY SHALL BE CONVEYED TO COUNTY AS IS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. COUNTY REPRESENTS TO SELLER THAT COUNTY HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS WITH RESPECT TO THE TANGIBLE PROPERTY AS COUNTY DEEMS APPROPRIATE AND COUNTY WILL ACCEPT THE TANGIBLE PROPERTY AS IS, WHERE IS, IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

**COVENANTS**

**4.1 Interim Systems Operations.** Except as required by this Agreement, prior to Closing, Seller shall conduct the System in the Ordinary Course of Business.



**4.2 Access.** Prior to Closing, Seller shall afford County and its representatives reasonable access to all facilities of Seller used or held for use in connection with the System and permit County to make such inspections as it may reasonably require. In addition, Seller shall furnish County with such operating data, books, records and other information relating to the System as County may from time to time reasonably request. County and its representatives may, with reasonable prior notice and without unreasonably interfering with Seller's operations, conduct such diligence and investigations of the System as County deems reasonably necessary or appropriate, including (a) conducting one or more surveys of certain parcels of the Real Property, (b) performing water system sampling, (c) performing soil, surface and ground water sampling, monitoring, borings and testing and any other tests, investigations, audits, assessments, studies, inspections or other procedures relating to environmental conditions or Hazardous Materials and (d) conducting financial analyses with respect to the System and System Assets. Seller shall cooperate with County and its representatives in conducting such diligence and investigations and shall provide to County and its representatives all soil, surface and ground water tests and reports, and environmental investigation reports, assessments and results, relating to the System or the Real Property that are in the possession or control of Seller.

#### **4.3 Pre-Closing Actions.**

(a) **Efforts to Close.** Prior to Closing, upon the terms and subject to the conditions of this Agreement, County and Seller shall use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done and cooperate with each other in order to do, all things necessary, proper or advisable to consummate the Contemplated Transactions promptly, including the preparation and filing of all forms, documents, filings and notices required to be filed to consummate the Contemplated Transactions and the taking of such actions as are necessary to obtain any approvals, authorizations, consents, or waivers of any third party or Governmental Authority.

(b) **Material Adverse Change.** Prior to the Closing, Seller shall promptly notify County in writing of any fact, circumstance, event or action the existence or occurrence of which (i) has had, or could reasonably be expected to result in, individually or in the aggregate, with or without the passage of time, a material adverse change in the business, condition (financial or otherwise), assets or results of operations of the System, or (ii) has resulted in, or could reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct or the failure of any of the conditions set forth in Section 5.2 to be satisfied. In addition, Seller shall promptly notify County of any Action commenced or, to Seller's Knowledge, threatened against or relating to the System, the System Assets, or the Assumed Liabilities or the consummation of the Contemplated Transactions.

(c) **Material Adverse Change.** Prior to the Closing, County shall promptly notify Seller in writing of any fact, circumstance, event or action the existence or occurrence of which (i) has had, or could reasonably be expected to result in, individually or in the aggregate, with or without the passage of time, a material adverse change in the business, condition (financial or otherwise), assets or results of operations of the System, or (ii) has resulted in, or could reasonably be expected to result in, any representation or warranty made by County hereunder not being true and correct or the failure of any of the conditions set forth in Section 5.3 to be satisfied. In addition, County shall promptly notify Seller of any Action commenced or, to county's knowledge, threatened

against or relating to the System, the System Assets, or the Assumed Liabilities or the consummation of the Contemplated Transactions.

**4.4 Closing Deliverables.** At Closing, and upon the terms and subject to the conditions contained herein: Seller Deliveries. Seller shall deliver or cause to be delivered to County the following:

- (i) a bill of sale in the form attached as Exhibit A, executed by Seller;
- (ii) a deed in recordable form with respect to the Real Property in the form of Exhibit B attached hereto, executed by Seller;
- (iii) an assignment and assumption agreement (the "**Assumption Agreement**"), in the form attached hereto as Exhibit C, with respect to all Assumed Contracts, executed by Seller;
- (iv) an assignment of Easements in the form of Exhibit D attached hereto, executed by Seller;
- (v) all other easements, endorsements, assignments and other instruments as are necessary, or reasonably requested by County, to vest in County title to the System Assets, executed by Seller; and
- (vi) such other documents or instruments as are necessary to consummate the Contemplated Transactions.

(b) County Deliveries. County shall deliver or cause to be delivered to Seller the following:

- (i) the Assumption Agreement, executed by County;
- (ii) a certificate, certifying: (A) as complete and accurate all requisite resolutions or actions of the County Board of Commissioners approving the execution and delivery of each of the Transaction Documents and the consummation of the Contemplated Transactions and (B) the incumbency and signatures of the County manager and other officers of County executing this Agreement and the other Transaction Documents, executed by the County manager and such other officers;
- (iii) a certificate, certifying as to the satisfaction of the conditions set forth in Sections 5.3(a) and 5.3(b), executed by the County manager or other County officer;
- (iv) a payment (the "**Cash Payment**") in an aggregate amount equal to the sum of the Purchase Price, by check; and
- (v) such other documents or instruments as are necessary, or reasonably requested by Seller, to consummate the Contemplated Transactions.

**4.5 Pro-Rations.** The charges set forth on Schedule 4.5 (collectively, the "**Charges**") shall be prorated on a per diem basis and apportioned between Seller and County at Closing. Seller shall be liable for that portion of the Charges relating to, or arising in respect of, periods on or prior

to the Closing Date, and County shall be liable for that portion of the Charges relating to, or arising in respect of, any period after the Closing Date. If the amount of any item to be prorated under this Section 4.5 cannot be determined at Closing, then the proration shall be made on the basis of the best available information, and the Parties shall re-prorate the item promptly upon receipt of the applicable bills and shall make any equitable adjustment required due to any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration.

**4.6 Public Announcement.** After the Closing, the Parties shall prepare and issue a joint public announcement with respect to the Contemplated Transactions, the form and content of which shall be mutually agreed by the Parties.

**4.7 Employee Matters.** The Parties acknowledge that, following the Closing, Seller does not intend to continue to employ the employees of the System except as may be necessary to wind down the operations of the Seller. County will use its best efforts to rehire and employ Seller's existing employees after the Closing, subject to County's employment practices, employment checks, and terms of compensation and qualifications.

**4.8 Post-Closing Matters. Delivery of System Assets.** After the Closing, the Parties shall execute and deliver all deeds, bills of sale, instruments of conveyance, assignments and other documents and take and do all such other actions and things as necessary, or reasonably requested by County, to assign and transfer to County all of Seller's rights, title and interest in and to the System Assets. Furthermore, each Party will cooperate with the other Party and execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other Party as necessary or advisable to carry out and evidence the purposes of this Agreement and to properly transition the System to County. After the Closing, Seller will permit County's representatives to have reasonable access during normal business hours to Seller's properties in order to remove any System Assets located on such properties, and Seller will cooperate with County in facilitating such removal.

(b) **Mail and Records.** After the Closing, Seller shall forward and deliver to County all mail, notices and other correspondence received by Seller relating to the System or the System Assets. After the Closing, during normal business hours, Seller will permit County's representatives to have reasonable access to and examine any books and records of Seller relating to the System that are not delivered to County pursuant to this Agreement. Seller agrees not to destroy any such books and records except in accordance with the applicable State Records Retention Schedule.

(c) **Transfer of Payments.** After the Closing, if Seller receives or collects any payments for the System or other utility services provided by County after the Closing Date, or any other funds relating to any Assumed Contract or Purchased Asset, Seller shall remit such payments and funds to County promptly after its receipt thereof, with the exception of any delinquent account collections received by Seller. Likewise, if County receives or collects any payments for the System or other utility services provided by Seller after the Closing Date, County shall remit such payments and funds to Seller promptly after its receipt thereof.

(d) **Cooperation.** After the Closing, the Parties shall cooperate with each other as reasonably requested by the other Party in order to facilitate the transition of the System to County.

To the extent that Seller's rights under any Assumed Contract, or any other Purchased Asset, may not be assigned to County without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful. Notwithstanding any provision in this Section 4.8(d) to the contrary, no Party shall be deemed to have waived its rights under Section 5.1(b), Section 5.2(f) or Section 5.3(e) unless and until such Party provides a written waiver thereof.

(e) Seller's Office. County acknowledges that Seller intends to dissolve itself as a legal entity following the Closing, but Seller will continue to require office and meeting space after Closing in order to operate while it concludes operations. Therefore, County agrees to allow Seller to maintain ownership of the Seller's Office until no later than December 31, 2024. The Parties agree that Seller shall transfer title to the Seller's Office upon Seller's dissolution or December 31, 2024, whichever occurs first.

(f) Seller's Bank Accounts. County acknowledges and agrees that Seller will incur post-closing expenses. Therefore, the Seller shall maintain exclusive control of its monies held in its bank accounts set forth on Schedule 1.1(a)(xi) after closing (the "Retained Accounts"). Immediately before final dissolution of the Seller as a legal entity, Seller shall transfer any monies remaining, if any, in the Retained Accounts to County, and County agrees to use such monies only for the betterment of the System.

#### **4.9 Customer List, Deposits, Payments and Taps.**

(a) Customer List. Seller shall provide County with a complete and accurate list (the "**Customer List**") of the following information with respect to each System customer, including all active System accounts (collectively, the "**Customer Information**"): name; address; account number; the date and amount of the most recent invoice issued to such customer (whether or not such invoice has been paid); the meter reading applicable to such recent invoice; the date and amount of all other outstanding invoices due from such customer; the most recent meter reading (and date thereof); and, to the extent available, email address and phone number.

(b) Customer Deposits. The Parties agree that Seller will transfer the Customer Deposits to County.

(c) Customer Invoicing. After the Closing, County shall issue all invoices to System customers for System services. Seller shall be entitled to all amounts due from System customers for System services with respect to periods ending on or prior to the Closing Date. County shall be entitled to all amounts due from System customers for System services with respect to all periods after the Closing Date. With respect to any payment received from a System customer for System services for a period which begins on or before the Closing Date and ends after the Closing Date, the payment shall be prorated on a per diem basis for such period using the pre-Closing meter reading provided by Seller and the post-Closing meter reading by County and apportioned between the Parties as contemplated above in this Section 4.9(c). After the Closing, if a Party receives any amount to which the other Party is entitled under this Section 4.9, the receiving Party shall remit such amount to such other Party within thirty (30) days of receipt.

(d) New Lines. Prior to the Closing, Seller shall not, without the prior written consent of County, provide, or agree to provide, System services to any Person which would require the installation or construction of any distribution, collection pipe, line, or water tank.

## ARTICLE 5 CONDITIONS TO CLOSING

**5.1 Conditions to the Obligations of All Parties.** The obligation of each Party to consummate the Contemplated Transactions is subject to the fulfillment or satisfaction, on or prior to the Closing Date, of each of the following conditions:

(a) Government Action. No Governmental Authority shall have issued or entered any Order or taken any other action, which has not been rescinded and which has the effect of making the Contemplated Transactions illegal or otherwise restrains, enjoins or otherwise prohibits the consummation of the Contemplated Transactions.

(b) Consents. All consents, authorizations and approvals of any Governmental Authority required to be obtained before consummation of the Contemplated Transactions shall have been obtained.

**5.2 Conditions to Obligation of County to Effect the Closing.** The obligation of County to consummate the Contemplated Transactions is subject to the fulfillment or satisfaction, on or prior to the Closing Date, of each of the following conditions:

(a) Seller Covenants. Seller shall have in all material respects performed and complied with the obligations and covenants required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date.

(b) Closing Deliveries. Seller shall have delivered, and duly executed where appropriate, to County each of the items set forth in Section 4.4(a), and County shall have received all other Transaction Documents, duly executed where appropriate, which Seller is obligated to deliver at or prior to Closing.

(c) Litigation. There shall not have been commenced against County any Action by any third party (i) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions or (ii) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on or otherwise interfering with any of the Contemplated Transactions.

(d) Releases. Seller shall have obtained releases of, or shall otherwise have made provision satisfactory to County for the release of, all Encumbrances upon the System Assets, except for Permitted Encumbrances.

(e) Material Adverse Change. There shall not have occurred any material adverse change (or any event or events that, individually or in the aggregate, with or without the passage of time, could reasonably be expected to result in a material adverse change) in the business, condition (financial or otherwise), assets or results of operations of the System.

The foregoing conditions are for the sole benefit of County and may be waived by County, in whole or in part, at any time in the sole discretion of County.

**5.3 Conditions to Obligation of Seller to Effect the Closing.** The obligation of Seller to consummate the Contemplated Transactions is subject to the fulfillment or satisfaction, on or prior to the Closing Date, of each of the following conditions:

(a) County Covenants. County shall have in all material respects performed and complied with the obligations and covenants required by this Agreement to be performed or complied with by County on or prior to the Closing Date, and Seller shall have received a certificate from a duly authorized officer of County, dated the Closing Date, to such effect.

(b) Closing Deliveries. County shall have delivered, and duly executed where appropriate, to Seller each of the items set forth in Section 4.4(b), and Seller shall have received all other Transaction Documents, duly executed where appropriate, which County is obligated to deliver at or prior to Closing. County shall have delivered the Cash Payment to Seller.

(c) Litigation. There shall not have been commenced or threatened against Seller any Action by any third party (i) involving any challenge to, or seeking damages or other relief in connection with, any of the Contemplated Transactions or (ii) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on or otherwise interfering with any of the Contemplated Transactions.

The foregoing conditions are for the sole benefit of Seller and may be waived by Seller, in whole or in part, at any time in the sole discretion of Seller.

## ARTICLE 6 TERMINATION

**6.1 Termination.** This Agreement may be terminated at any time prior to the Closing Date:

- (a) By the mutual written consent of County and Seller;
- (b) By County or Seller, by written notice to the other Party, if any Governmental Authority (other than the Parties) shall have issued or entered any Order or taken any other action, which has the effect of frustrating the Contemplated Transactions or otherwise restrains, enjoins or otherwise prohibits the Contemplated Transactions;
- (c) By Seller, by written notice to County, if County refuses to consummate the Contemplated Transactions without cause or County breaches in any material respect any of its representations, warranties, covenants or agreements contained in this Agreement, and such breach has not been cured by County within ten (10) days after its receipt of written notice of such breach from Seller;
- (d) By County, by written notice to Seller, if Seller refuses to consummate the Contemplated Transactions without cause or shall have breached in any material respect any of its representations, warranties, covenants or agreements contained in this Agreement, and such breach



has not been cured by Seller within ten (10) days after its receipt of written notice of such breach from County;

(e) By County or Seller, by written notice to the other Party, in the event the Closing has not taken place by June 30, 2024.

## **6.2 Effect of Termination.**

(a) Upon the termination of this Agreement in accordance with Section 6.1, the Parties shall have no further liability or obligation under this Agreement except (i) that no such termination shall relieve any Party from liability set forth in Subsection 6.2 (b) and (ii) that the obligations and liabilities arising under this Section 6.2 and Section 8.1 shall remain in full force and survive such termination of this Agreement.

(b) The Parties acknowledge that each has expended considerable time, effort and expense in connection with the transactions contemplated by this Agreement. Therefore, the Parties agree to liquidated damages in the amount of One Hundred Thousand Dollars (\$100,000) (the "Breakup Fee") in the event this Agreement is terminated by a Party pursuant to:

(i) Subsections 6.1 (b) or (e). The terminating Party shall pay to the non-terminating Party the Breakup Fee.

(ii) Subsections 6.1 (c) or (d). The breaching Party shall pay to the non-breaching Party the Breakup Fee.

The Parties agree that the foregoing provisions and the Breakup Fee are fair and reasonable in light of the anticipated or actual harm caused by termination covered by this Section 6.2, and reflect a reasonable assessment of the difficulties of proof of loss and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. Notwithstanding anything in this Agreement to the contrary, in the event that the Breakup Fee is paid, then payment of the Breakup Fee shall be the non-paying Party's sole and exclusive remedy as liquidated or any other type of damages for any and all losses or damages of any nature against the other Party and its former, current and future commissioners, directors, officers, employees, agents, shareholders, affiliates and assignees and each former, current or future commissioner, director, officer, employee, agent, shareholder, affiliate or assignee of any of the foregoing in respect of this Agreement and the transactions contemplated hereby, including for any loss or damage suffered as a result of the termination of this Agreement, the failure to consummate the transactions contemplated by this Agreement or for a breach or failure to perform hereunder or otherwise, and upon payment of such Breakup Fee the paying Party shall have no further liability or obligation relating to or arising out of this Agreement or the transactions contemplated hereby.

## **ARTICLE 7 SURVIVAL**

**7.1 Survival.** Sections 6.2, 8.1 and the representations and warranties contained in this Agreement, including those set forth in Article 3, and in the other Transaction Documents shall survive Closing.

## ARTICLE 8 MISCELLANEOUS

**8.1 Expenses.** Except as otherwise expressly provided in this Agreement, each Party shall bear its expenses incurred in connection with the preparation and performance of the Transaction Documents and the Contemplated Transactions, including all fees and expenses of counsel. **Notices.** All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly delivered and received (a) when delivered personally or (b) one business day after being sent by a nationally recognized overnight delivery service (charges prepaid), in each case to the appropriate physical addresses set forth below (or to such other physical addresses as a Party may designate by notice in writing to the other Parties):

If to County: Camden County  
330 US-158  
Camden, NC 27921  
Attn: County Manager

with copy to: The Twiford Law Firm, P.C.  
(which copy shall not 203 North Road Street  
constitute notice) Elizabeth City, NC 27907-0099  
Attn: Mr. John Morrison

If to Seller: South Mills Water Association, Incorporated  
103 Halstead Street  
South Mills, NC 279south76-0279  
Attn: Board President

with copy to: Ward and Smith, P.A.  
(which copy shall not 1001 College Court  
constitute notice) New Bern, NC 28562  
Attn: James Norment

**8.3 Entire Agreement, Amendments and Waivers.** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. This Agreement may be amended only by a written instrument signed by all Parties expressly stating that such instrument is intended to amend this Agreement. A Party's failure or delay in exercising any right, power or privilege under this Agreement or the other Transaction Documents will not operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. A waiver by any Party of any term or condition of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition in any other instance in the future (whether similar or dissimilar) or of any subsequent breach hereof.

**8.4 Time of Essence.** Each Party agrees that, with regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.



**8.5 Assignments, Binding Nature and No Third Party Rights.** Neither this Agreement nor any of the rights, liabilities or obligations hereunder may be assigned or delegated by either Party without the prior written consent of the other Party. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. No such assignment shall release the assigning Party from any liability or obligation under this Agreement without the prior written consent of the other Party. Any such assignment made in breach of this Section 8.5 will be void and of no force or effect. (a) Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement and (b) this Agreement and all of its terms and conditions are for the sole and exclusive benefit of the Parties and their successors and permitted assigns.

**8.6 Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**8.7 Governing Law.** This Agreement and all matters arising out of or in connection with this Agreement and its Exhibits and Schedules (whether arising in contract, tort, equity or otherwise), including the construction and interpretation thereof, shall be governed by the Laws of the State of North Carolina without regard to conflicts of laws principles.

**8.8 Electronic Signature.** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. This Agreement may be executed by one or more facsimile signatures, or signatures transmitted by other electronic means (including via e-mail in a .pdf copy). The Parties agree that any signature, whether it be electronic, digital or a .pdf copy of a manual signature, is intended to authenticate this Agreement and shall have the same effect as a manual or original signature.

**8.9 Construction and Interpretation.** The headings of Sections and Articles in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to a "Section" or "Article" refer to the corresponding Section or Article of this Agreement, except as otherwise expressly set forth in this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. In this Agreement unless a clear contrary intention appears: (a) reference to any agreement or instrument means such agreement or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (b) "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision thereof; (c) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (d) the terms "dollars" and "\$" mean United States Dollars. Neither the specification of any amount nor the inclusion of any specific item or matter in any provision of this Agreement or in any Schedule or Exhibit is intended to imply that such amount, or higher or lower amount, or such item or matter, is or is not

material. No remedy conferred herein upon or reserved to a Party is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or equity.

**8.10 Schedules and Exhibits.** The Schedules and Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof. No disclosure made on any Schedule with respect to any representation or warranty shall be deemed to disclose an exception with respect to any other representation or warranty. The disclosures made in any Schedule will be deemed disclosed for purposes of the Section or subsection of the Agreement that corresponds in number to the relevant Section or subsection of such Schedule and, except as expressly set forth in such Schedule, will not be deemed or construed as a disclosure or exception with respect to any other provision of this Agreement. No disclosure in the Schedules relating to any possible breach or violation of any agreement or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In the event of any inconsistency between the statements in the body of this Agreement and those in any Schedule (other than an exception expressly set forth as such in a Schedule), the statements in the body of this Agreement will control.

**8.11 Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise:

"**Action**" means any actual claim, demand, action, cause of action, lawsuit, litigation, arbitration, inquiry, notice of violation, audit, proceeding, summons, subpoena or investigation of any kind or nature, whether at law or in equity and whether civil, criminal, administrative, regulatory or otherwise.

"**Agreement**" means this System Transfer Agreement, together with the Exhibits and the Schedules attached hereto, as amended from time to time.

"**Assumed Contracts**" means the contracts listed on Schedule 1.1(a)(v)

"**Assumed Liabilities**" means (a) all obligations and liabilities of Seller arising in the Ordinary Course of Business after the Closing Date under the Assumed Contracts excluding any obligations and liabilities arising as a result of any breach or default thereof on or prior to the Closing Date; (b) all obligations and liabilities of Seller arising in the Ordinary Course of Business after the Closing Date under the Easements excluding any obligations and liabilities arising as a result of any breach or default thereof on or prior to the Closing Date; (c) the obligations and liabilities of Seller specifically identified on Schedule 2.7(b) with respect to the Customer Tap Fees listed on Schedule 2.7(b); and (d) all obligations and liabilities of Seller arising from all agreements and contracts with the United States Department of Agriculture.

"**Assumption Agreement**" has the meaning set forth in Section 4.4(a)(iii).

"**Cash Payment**" has the meaning set forth in Section 4.4(b)(iv).

"**Charges**" has the meaning set forth in Section 4.5.

"**Closing**" has the meaning set forth in Section 1.1.

"**Closing Date**" has the meaning set forth in Section 1.1(c).

"**Contemplated Transactions**" means all the transactions contemplated by this Agreement and the other Transaction Documents.

"**County**" has the meaning set forth in the Preamble.

"**Customer Deposits**" means all deposits received by Seller from System customers with respect to the System services, except Customer Tap Fees.

"**Customer Tap Fee List**" has the meaning set forth in Section 2.7(b).

"**Customer Tap Fees**" means all tap fees and deposits collected by Seller from a System customer (or prospective Systems customer) in connection with any agreement by Seller to provide such customer with System services.

"**Customer Information**" has the meaning set forth in Section 4.9(a).

"**Customer List**" has the meaning set forth in Section 4.9(a).

"**Easements**" means all easements, rights of way, rights, privileges and appurtenances, including proofs of dedication, in which Seller has any right, title or interest and which are used or held solely for use by Seller in connection with the System.

"**Effective Date**" has the meaning set forth in the Preamble.

"**Encumbrances**" means any and all liens, charges, security interests, options, claims, mortgages, pledges, proxies, voting trusts or agreements, obligations, covenants, easements, servitudes, rights of way, encroachments, understandings or arrangements or other restrictions on title or transfer of any nature whatsoever.

"**Environmental Claim**" means any Action, including any enforcement matter, investigation or notice (written or oral), by any Person alleging actual or potential liability for non-compliance, investigatory, cleanup or governmental response costs, or natural resources or property damages, or personal injuries, attorney's fees or penalties relating to (a) the presence, release, or threatened release of any Hazardous Materials at any location owned or operated by Seller, now or in the past, (b) the presence, release, or threatened release of any Hazardous Materials at any location to which Seller transported or arranged for transportation of Hazardous Materials, now or in the past, (c) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law, or (d) the release or threatened release of any Hazardous Materials by Seller.

"**Environmental Law**" means each and every Law relating to pollution, protection or preservation of human health, human safety or the environment including ambient air, surface water, ground water, land surface or subsurface strata, and natural resources, and including each law and regulation relating to emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise relating to the manufacturing, processing, distribution, use, treatment, generation, storage, containment (whether above ground or underground), disposal, transport or handling of Hazardous Materials, or the preservation of the environment or mitigation of adverse

effects thereon and each Law with regard to, without limitation, compliance, record keeping, notification, disclosure and reporting requirements respecting Hazardous Materials.

"**Financial Statements**" has the meaning set forth in Section 2.4.

"**Governmental Authority**" means any federal, state, local or foreign government, or any court, governmental division or department, administrative agency or commission or other governmental or quasi-governmental authority or instrumentality of any nature, domestic or foreign or any arbitral tribunal.

"**Hazardous Materials**" means chemicals; pollutants; contaminants; wastes; toxic or hazardous substances (including substances listed as hazardous under the United States Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resources Conservation Recovery Act (RCRA), and the North Carolina Inactive Hazardous Substances Act), materials and wastes; petroleum and petroleum products; asbestos and asbestos-containing materials; polychlorinated biphenyls; lead and lead-based paints and materials; and radon.

To the "**Knowledge of Seller**" (or to the "**Seller's Knowledge**") means that the Board President is without actual knowledge after reasonable inquiry and investigation that the applicable representation or warranty is untrue.

"**Law**" means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, rule, order or statute as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

"**Order**" means any order, injunction, judgment, decree, ruling, assessment or arbitration award of any Governmental Authority or arbitrator.

"**Ordinary Course of Business**" means, with respect to any action of Seller, that such action is taken in the ordinary course of normal, day-to-day operations of Seller and is consistent with Seller's past practices, and such term shall include any supply of water provided by County, or operation of or support for the System that may be provided by County prior to closing.

"**Party**" or "**Parties**" has the meaning set forth in the Preamble.

"**Permits**" means all permits, licenses, consents, approvals, authorizations, certificates, registrations, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"**Permitted Encumbrances**" means as to the Real Property, Encumbrances of record (including Encumbrances securing any obligation for borrowed money or monies due).

"**Person**" means a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity or organization.

"**Purchase Price**" has the meaning set forth in Section 1.1(b)(i).

**"Retained Accounts"** has the meaning set forth in Section 4.8(f).

**"System Assets"** has the meaning set forth in Section 1.1(a).

**"Real Property"** has the meaning set forth in Section 2.8(a)(i).

**"Retained Liabilities"** means all obligations and liabilities of Seller (other than the Assumed Liabilities), of any kind or nature whatsoever, whether fixed or contingent, whether known or unknown, including all obligations and liabilities of Seller arising from or relating to:

(a) any breach or default of an Assumed Contract on or prior to the Closing Date and all agreements and contracts other than Assumed Contracts;

(c) any claim by a third party made on or prior to the Closing Date;

(d) all accounts payable relating to the System incurred on or prior to the Closing Date; and

(e) any failure by Seller to comply with any Law or Order, including all penalties, fees, charges and other expenses payable before the Closing with respect thereto.

**"Schedules"** means the Schedules attached to this Agreement.

**"Seller"** has the meaning set forth in the Preamble.

**"State"** shall mean North Carolina.

**"System"** has the meaning set forth in the Preamble.

**"System Assets"** has the meaning set forth in Section 1.1(a).

**"Third Party Claim"** has the meaning set forth in Section 1.1(a)(i).

**"Transaction Document"** means this Agreement, the certificates, agreements, instruments and documents delivered by a Party pursuant to Section 4.4 and all other certificates, agreements, instruments and documents executed and delivered by a Party in accordance with this Agreement.

*[The remainder of this page is blank. Signature page follows.]*

WORKING DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**COUNTY:****CAMDEN COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:****SOUTH MILLS WATER ASSOCIATION,  
INCORPORATED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

*Signature Page to the Asset Purchase Agreement*

**Exhibits**

1. Exhibit A: Bill of Sale
2. Exhibit B: Deeds
3. Exhibit C: Assumption Agreement
4. Exhibit D: Form of Assignment of Easements

### Schedules

1. Schedule 1.1(a)(i): System Assets - water tanks and other pipes, drains, towers and lines
2. Schedule 1.1(a)(ii): System Assets - equipment
3. Schedule 1.1(a)(iii): System Assets - materials
4. Schedule 1.1(a)(iv): Transferable Permits
5. Schedule 1.1(a)(v): Assumed Contracts
6. Schedule 2.4: Financial Statements
7. Schedule 2.7(a): Maps
8. Schedule 2.7(b): Customer Tap Fee List
9. Schedule 2.8(a)(i): Real Property
10. Schedule 2.8(b)(i): Easements & Rights of Way
11. Schedule 2.9: Permits
12. Schedule 2.10(a): Sufficiency of Assets
13. Schedule 2.11(a): Environmental Permits
14. Schedule 2.11(e)(i): Disposal of Hazardous Materials
15. Schedule 2.11(e)(i)(ii): Transferred underground storage tanks
16. Schedule 2.17: USDA Agreements
17. Schedule 4.5: Pro-rated Charges





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

**New Business**

**Item Number:** 7.F  
**Meeting Date:** December 04, 2023  
**Submitted By:** Erin Burke,  
Administration  
Prepared by: Karen Davis

**Item Title** Williams Brothers Farms Proposed Lease

**Attachments:** Ag Use Lease, 4888-9314-1906 (PDF)

**Summary:**

South Mills Water Association has for many years leased its vacant land to Williams Brothers Farms on a year-to-year basis. The current term ends December 31, 2023. The tenant has requested a renewal for 2024. As the potential new owner of the property, the Board will consider the intent of the County to renew the lease for an additional year. The current lease agreement between SMWA and Williams Brothers Farms is attached for reference.

**Recommendation:**

Authorize the County Manager, in consultation with the County Attorney, to enter into a one-year lease with Williams Brothers Farms to match terms currently in place per the existing agreement.

# South Mills Water Association, Inc

## Agricultural Lease

**South Mills Water Assoc Inc**, a non-profit corporation, authorized to do business in the State of North Carolina ("Lessor"), and **Williams Brothers Farms, Inc.**, a North Carolina Corporate Farm, whose address is 225 Culpepper Road, South Mills, NC 27976 ("Lessee") enter and execute this Agricultural Lease (this "Lease") effective as of this 31<sup>st</sup> day of December 2022.

### WITNESSETH:

Upon the terms and conditions and for the price and consideration hereinafter set forth, Lessor has leased and let unto Lessee, and by these presents does lease and let unto Lessee, for the purposed set forth herein, those certain lands located in the County of Camden, and State of North Carolina measuring approximately 29 acres, and being known as the "South Mills Wood Yard Fields", which lands are more particularly shown on the plat attached hereto as Exhibit "A" and made a part hereof (the "Leased Land").

The Leased Land is leased to Lessee by Lessor for the Sole purpose of cultivating, planting, caring and harvesting of agricultural products. Any other use of the Lease Land Shall require the prior written consent of Lessor, which may be withheld in Lessor's sole discretion.

This Lease is made upon and expressly subject to the following terms and conditions.:

1. **Term.** Unless sooner terminated as hereinafter provided, the term of this Lease shall extend from December 31, 2022 to December 31, 2023. Lessee agrees to quit and surrender peaceable possession of the Leased Land in as good a state and condition as reasonable use and wear thereof will permit.
2. **Rent.** The rent to be paid for this Lease shall be the sum of \$2,320.00 (29 acres @ \$80.00 per acre). Payment shall be made by Lessor upon execution of this Lease by Lessee.
3. **Maintenance.** The Lessee must keep the ditch banks cut and grade the road twice a year.
4. **Surface Only; No Warranty or Representations.** It is understood and agreed that this Lease is made only of the surface of the land shown on Exhibit A attached hereto and solely for the specific purposes herein before stated. It is expressly understood that Lessor makes no warranty or representations of any kind or nature whatsoever as to its title of the Leased Land or as to the adequacy or suitability of the Leased Land for the purpose for which the same is leased. Lessee has inspected the Leased Land and takes and accepts it "AS IS" "WHERE IS" in its present condition without

reservation of limitation. Lessee shall have no water, oil, gas, or mineral rights in the Leased Land.

5. **No Improvements.** As part of the consideration, and as a condition of this Lease, Lessee covenants and agrees to use and care for the Leased Land in a careful, prudent and husband-like manner. Lessee shall not erect or place any structures or other improvements upon the leased Land, nor shall Lessee create or make any wells, canal, ditches or other excavations thereon without the prior written permission of Lessor. Lessee shall not affix, erect or place any sign, advertisement, notice, or other thing to any part of the Leased Land without Lessor's prior written consent. If, with Lessor's permission as aforesaid, Lessee shall erect improvements which can be removed without damage to the Leased Land, Lessee shall have the right to remove the same within thirty (30) days next following the termination of this Lease, but if Lessee shall fail or refuse to effect such removal within that time, such improvements shall ipso facto become the sole property of Lessor without any obligation on Lessor's part to pay for the same.
6. **No Timber.** Lessee shall not cut or remove any timber, or permit any timber to be cut or removed, from any of the Leased Land. Lessee agrees to conduct all its operations on the Leased Land to prevent damage, whether by fire or otherwise, to timber growing on the Leased Land or any adjacent lands belonging to Lessor and further agrees to assist in the suppression and prevention of fires on the lands of Lessor in the vicinity.
7. **Lessor's Right to Enter.** Lessor expressly reserves the rights on behalf of itself, its agents, employees, contractors and licensees to enter upon the Leased Land for the purpose of ingress and egress to and from, and removing timber, wood, or forest products from the Leased Land and any others lands of Lessor in the vicinity of the Leased Land and for the purpose of inspection of the Leased Land.
8. **Lessor' Remedies.** If Lessee, its employees, agents, or contractors shall neglect or fail to faithfully perform or observe any of the covenants or conditions set forth in this Lease on its or their part to be performed or observed, or shall fail to pay rent when it is due, Lessor may immediately, or at any time thereafter, terminate this Lease upon notice to Lessee and may, without demand or notice, enter upon the Leased Land and repossess the same without liability of any kind to Lessee and without prejudice to any remedies which Lessor might otherwise have.
9. **Assignment; Sublet and Sale of Leased Land.** This Lease may not be assigned or otherwise transferred by Lessee, nor may the Leased Land be subleased by Lessee in whole or in part without the prior written consent of Lessor, which consent may be held in Lessor's sole discretion. Nothing herein shall preclude Lessor from selling, conveying, or otherwise transferring the Leased Land to a third party nor shall Lessor be precluded from assigning the Lease, in whole or in part, to a third party; all or any of the foregoing may be done by Lessor without Lessee's consent or approval.
10. **Hunting, Fishing and Recreational Rights.** It is understood and agreed that hunting, fishing and other recreational rights about the Leased Land are reserved to Lessor and that Lessee has no right to and shall not hunt, fish or otherwise engage or permit others to engage in recreational activities on the Leased Land.



- 11. Compliance with Laws.** Lessee is solely responsible for obtaining any and all required licenses and permits required by federal, state, and local laws and regulations pertaining to the operations conducted under the terms of this Lease and further assumes any and all liability for Lessee's violations or claimed violations of such rules and regulations and covenants and agrees to hold Lessor harmless for any and all fines, penalties, claims, or actions resulting from such violations or claimed violations. Lessee expressly agrees to, and by these presents does, indemnify and hold Lessor harmless from and against any and all claims, debts, demands or actions arising out of, or attributable to the use operations and management of the Leased Land by Lessee or its agents, employees, contractors or licensees.
- 12. Insurance.** Lessee must always during the term hereof maintain the following types and amounts of insurance coverage on policies issued on an "occurrence" basis by insurance companies with at least an AMBest rating A-, VII or equivalent:
- (a) Workers' Compensation Insurance (or qualification as a self-insurer) sufficient, to satisfy the laws of the state(s) in which Lessee's operations are being performed. Lessee's Workers Compensation insurer (or Lessee, if self-insured) agrees to waive rights of subrogation against Lessor except for claims caused by Lessor's sole negligence and shall also provide for an assignment of statutory lien, if applicable;
  - (b) Employer's Liability Insurance that covers both 'bodily injury by accident' and bodily injury by disease' with limits of not less than \$500,000;
  - (c) Commercial General Liability Insurance that covers bodily injury, personal injury, and property damage, and contractual liability coverage with per occurrence limits of not less than \$1,000,000 and an aggregate limit of not less than \$1,000,000.

With respect to the insurance provided by Lessee under this subsections (a) through (c) above. Lessee shall procure from each insurer a waiver of subrogation in Lessor's favor.

Attorneys' fees and court costs shall be in addition to the policy limits set forth above.

Lessee is responsible for payment of all deductibles, self-insured retentions and/or similar changes for the coverage required under this Section 11.

Lessee agrees to make Lessor an additional insured on Lessee's Commercial General Liability policy and will provided Lessor with copies of policy endorsements reflecting Lessor's status as an additional insured thereunder. It is hereby agreed that all insurance coverage available to Lessor under Lessee's policies will be primary without right of contribution from any others insurance carried by or on behalf of Lessor, and that all of Lessee's insurance policies identified above will so indicate. All insurance coverage required under this Section 11 must provide that such policies cannot be canceled for any reason other than non-payment unless Lessor is given at least thirty days advance written notice of cancellation (ten days for non-payment).

In addition to the policy endorsements evidencing required waivers of subrogation as well as Lessor as an additional insured under Lessee's Commercial General Liability policy, Lessee will also provide Lessor with written certificates of insurance evidencing Lessee's compliance with the requirements of this Section 11. Lessee hereby agrees that if it fails to furnish the policy endorsement and/or the certificates of insurance required hereunder, or if Lessor receives notice that any policy of insurance issued to Lessee has been canceled or no longer meets the requirements of this Section 11, then Lessor may 1) suspend this Lessee until insurance is obtained; 2) terminate this Lease immediately for cause ; or 3) obtained forced placement insurance that meets the requirements of this Section 11 at Lessee's sole cost from any broker or insurer satisfactory to Lessor.

- 13. Defense and Indemnification.** Lessee agrees to defend, indemnify ,and hold Lessor harmless from and against any and all claims, losses, demands, liens, cause of action or suits, judgments, fines, assessments, liabilities, damage and injuries (including death) of whatever kind or nature , including to all persons or property, arising out of on account of, or as a result of, directly or indirectly, Lessee's performance or nonperformance under this Lease, whether or not caused or alleged to have been caused, in whole or in part , by the negligence of Lessor. Without limiting the generality of the foregoing Lessee specifically agrees to defend Lessor in any suit against Lessor (regardless of whether Lessee is also a party to the suit) arising out of, on account of or resulting directly or indirectly from Lessee's operations, performance or nonperformance under this Lease. Lessee hereby waives, as against Lessor, any immunity from suit afforded by applicable workers compensation laws.

At Lessor's request, Lessee shall provide to Lessor at Lessee's expense, a complete defense of any such claim demand, cause of action or suit, and Lessee shall bear all attorneys' fees; costs of defense; court costs; expert, discovery and investigative fees; and costs of appeal, all to end that Lessor shall incur no cost or expense of any kind associated with full and complete defense of any such claim demand, cause of action or suit, or of enforcing Lessee's compliance with this Section 12 Lessee agrees that Lessor has the right to be represented by separate counsel of its own selection ,at Lessee's sole expense. Lessor's exercise of its right to select its own separate counsel will in no way diminish or release Lessee's obligation to indemnify and hold Lessor harmless.

Except in jurisdictions where prohibited by law. Lessee agrees that its duty to defend, indemnity and hold Lessor harmless is not dependent upon Lessee's fault or negligence. Lessee's duty to defend, indemnify and hold Lessor harmless exists for each and every claim or suit that arises out of or in any way relates to, Lessee's operations or its performance under this Lease, Similarly except in jurisdictions where prohibited by law, Lessee agrees to defend, indemnify and hold Lessor harmless from and against any claim of liability to Lessee's employees, and Lessee

hereby waives any immunity under workers compensation laws to the extent necessary to give effect to this provision.

Lessee agrees that its duties and obligations under this Section 12 are distinct from are independent of and are not intended to be coextensive with, its duty to procure the insurance coverage require by the terms of this Lease.

- 14. Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

**IN WITNESS WHEREOF,** Lessor and Lessee have executed this instrument, in duplicate, Effective as of the date first written above.

**WITNESS:**

*Russell*  
12/9/22

**WITNESS:**

*Russell* 12/19/22  
\_\_\_\_\_

**LESSOR:**

South Mills Water Association Inc

By: *Charles A. Fitchard*

Name/Title *Vice President*

**LESSEE:**

Williams Brothers Farms, Inc

By: *Pat Williams*

Name/Title: *Vice President*

Attachment: Ag Use Lease, 4888-9314-1906 (Williams Brothers Farms Proposed Lease)





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

**New Business**

**Item Number:** 7.G  
**Meeting Date:** December 04, 2023  
**Submitted By:** Erin Burke,  
Administration  
Prepared by: Karen Davis

**Item Title**                      **Lease Renewal of County Property - 390 US 158**

**Attachments:**

**Summary:**

The Board will consider a lease renewal of county-owned property located at 390 US 158 to Pasquotank River Yacht Club, Inc. for a term of five years. In consideration of the lease, Pasquotank River Yacht Club, Inc. will pay the county an annual rent of \$3,600.00.

**Recommendation:**

Authorize the County Manager, in consultation with the County Attorney, to enter into the proposed lease renewal with Pasquotank River Yacht Club, Inc. effective January 1, 2024.



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

**New Business**

**Item Number:** 7.H  
**Meeting Date:** December 04, 2023  
**Submitted By:** Erin Burke,  
Administration  
Prepared by: Karen Davis

**Item Title** Lease of County Property - 151 Gumberry Road

**Attachments:**

**Summary:**

The Board will consider a lease renewal of the county-owned property located at 151 Gumberry Road to Success Academy for 3's and 4's for a term of five years. In consideration of the lease, Success Academy for 3's and 4's will pay the county a monthly rent of \$1,980.00.

**Recommendation:**

Authorize the County Manager, in consultation with the County Attorney, to enter into the proposed lease renewal with Success Academy for 3's and 4's effective January 1, 2024.





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

**Board Appointments**

**Item Number:** 8.A

**Meeting Date:** December 04, 2023

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

**Item Title** **Parks & Recreation**

**Attachments:** Jill Inscore\_Parks and Recreation Application (JPG)

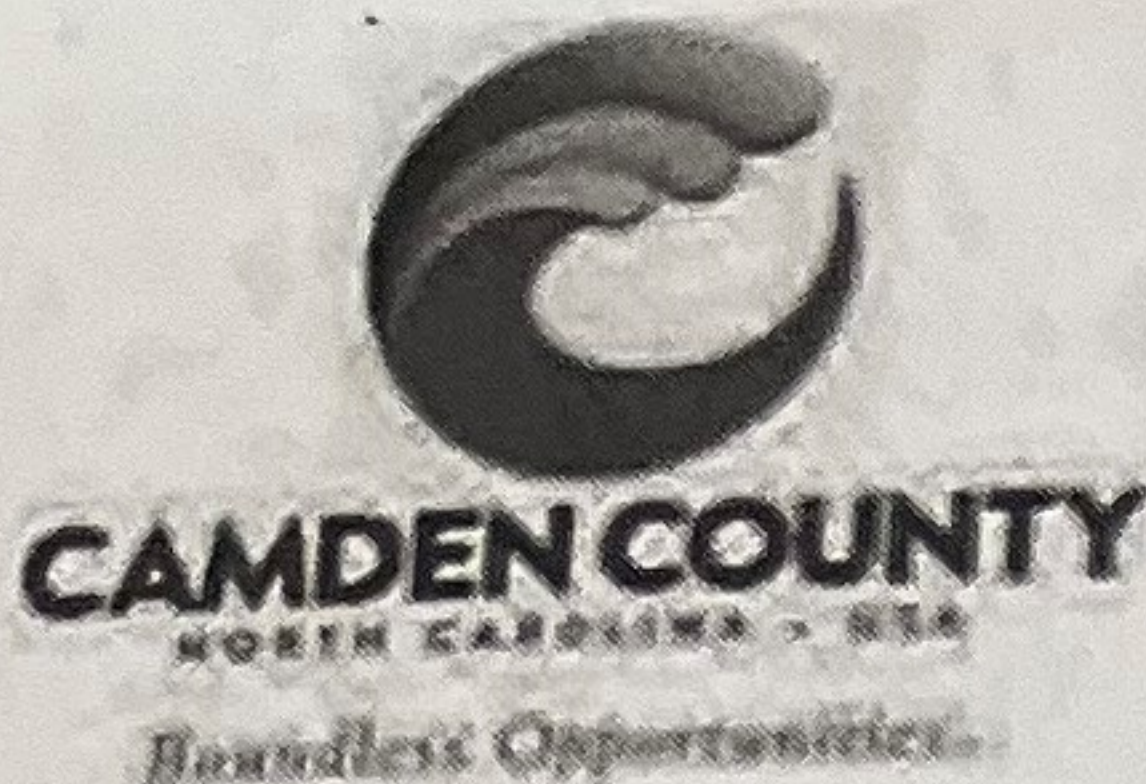
**Summary:**

It is the request of Parks & Recreation Director Tim White that Jill Inscore be appointed to the Parks & Recreation Advisory Board.

**Recommendation:**

Approval.





# Application for Citizen Service

If you are a citizen of Camden County and would like to serve on one of the County's boards or commissions, please complete this application and return it to the County Manager's Office in person at 330 East HWY 158, or by mail to: P.O. Box 190, Camden, North Carolina 27921 or e-mail [info@camdencountync.gov](mailto:info@camdencountync.gov).

Name Jill InScore

Mailing Address: 544 N. Trotman Rd.

Township: Camden (Shiloh)

Home Telephone 910.824.6448

Cell Phone

Email address: ducksluv1@gmail.com

Are you a registered voter?

☒ Yes ☐ No

Have you ever been convicted of a felony?

☐ Yes ☒ No

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

I am a NC Public School teacher with a Master's in Education. I have Served on SECU's Advisory board

Boards upon which you are interested in serving:

Parks + Recreation Advisory Board  
Parks + Recreation

If you are serving in Camden County and an emergency arises, whom should we contact:

Shawn InScore

Name

Husband

Relationship

919.628.5343

Telephone (home)

Mobile

Your signature verifies that all information in this volunteer application is true to the best of your ability and you permit Camden County to follow up on any information given.

Signature: Jill InScore

Date: 9/27/2023

This application is a notification of your interest to serve in Camden County.

Thank you for your interest in volunteering in Camden County Government.





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

**Consent Agenda**

<b>Item Number:</b>	9.A
<b>Meeting Date:</b>	December 04, 2023
<b>Submitted By:</b>	Karen Davis, Clerk to the Board Board of Commissioners Prepared by: Karen Davis
<b>Item Title</b>	<b>BOC Meeting Minutes</b>
<b>Attachments:</b>	bocminutes_110623 (DOCX)

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

**Minutes**

A Regular Meeting of the Camden County Board of Commissioners was held at 7:00 PM on November 6, 2023 in the boardroom of the Camden Public Library in Camden, North Carolina. A Closed Session was held at 6:00 PM to discuss personnel and consult with the County Attorney.

**CALL TO ORDER**

The meeting was called to order by Chair Tiffney White at 6:00 PM. Also Present: Commissioners Randy Krainiak, Sissy Aydlett and Troy Leary. Absent for Closed Session: Vice Chair Ross Munro.

Vice Chair Munro joined the meeting via conference call for the open session at 7:00 PM in accordance with the Board's Remote Participation Policy.

Administration Staff Present: County Attorney John Morrison (Closed Session only), County Manager Erin Burke and Clerk to the Board Karen Davis.

**CLOSED SESSION**

**Motion to go into Closed Session to discuss personnel and consult with the County Attorney.**

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

**Motion to come out of Closed Session.**

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

Chair White reconvened the Board of Commissioners at 7:00 PM for open session.

**INVOCATION & PLEDGE OF ALLEGIANCE**

Pastor Tommy Berry gave the invocation and the Board led in the Pledge of Allegiance.

**ITEM 1. CONSIDERATION OF AGENDA**

Commissioner Aydlett requested that the agenda be amended to add the following as New Business Item 6.E: Discussion of an amendment to the UDO and a Board policy regarding rezonings.

**Motion to approve the agenda as amended.**

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

**ITEM 2. CONFLICT OF INTEREST DISCLOSURE STATEMENT**

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

**ITEM 3. PRESENTATIONS**

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**A. Camden Tourism Development Authority Photo Contest – Sarah Hill**

Tourism Development Authority Chair Sarah Hill recognized the winners of the 2023 *Capture Camden* Photo Contest.

**ITEM 4. PUBLIC COMMENTS**

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Britton Overton spoke in regard to the demolition order on 1330 NC Highway 343 South in Shiloh and contract award. Mr. Overton stated that of the multiple property owners, Geraldine Overton is the only one who received notice of the proceedings in regard to the property. He requested that the Board table the contract award for the aforementioned property until all the property owners are notified and given the proper time to make changes and improve the sites to the County's standard due to the financial burden this will place on the property owners.

**ITEM 5. OLD BUSINESS**

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**A. Award of Demolition Contract – Erin Burke**

In April of 2020 a notice of violation was issued for 165 & 167 Alder Branch Road and 1275 & 1330 NC HWY 343 South. Subsequent notices and hearings led to a decision by the Board of Commissioners to affirm the Code Enforcement Officer's decision to have the properties demolished.

Staff drafted and published an RFP for demolition of the above-referenced properties. The RFP was published for one month. The RFP requested proposals in three separate projects based on the location of structures. There was only one (1) proposal received from CCP Contractors. The total cost for all projects is \$24,520.00. There is currently \$50,000.00 in the budget for demolition in the Code Enforcement Department. The cost of the demolition will be assessed to the properties as noted on the contract.

The Board was presented this item for consideration at the September 5, 2023 meeting and voted to table a decision until the November 6, 2023 meeting.

As of the day of the meeting, staff reported that the following had occurred on the properties:


- In the past 48 hours at least two structures had been moved from 1330 Highway 343 South without proper permits authorized by the County or State, which are required to travel on the highway.
- The structures located on 165 Alder Branch are still present and unaltered.
- The structure on 167 Alder Branch had been demolished on site and a large pile of debris remains at that location.
- The structure on 1275 High 343 South is still standing as of 12:30 PM.

Manager Burke added that the Board had been in conversation in regard to this matter as far back as 1994. It was her recommendation that the Board move forward in awarding the demolition contract. In response to Mr. Overton's concerns during Public Comment, she stated that per the notification process, owners are contacted whose addresses are on file at the time the items are authorized via Resolutions adopted by the Board. In this case, those Resolutions were adopted in August 2021.

Manager Burke noted that due to the alterations to 1330 Highway 343 South and because the structures had been moved without the proper permits, the County will have to begin the process of issuing notices of violation in accordance with the Unified Development Ordinance.

In regard to the question raised in a previous meeting of the contractor's ability to be awarded the contract because of the bidder's relationship to the Clerk of Superior Court, the County Attorney and a representative from the State Attorney's Office have deemed that there is no conflict of interest present. This process is not handled through the Clerk of Court's office. The RFP's are presented to the County Manager's office and are reviewed by the County Manager and Finance Officer. In addition, as this is a construction service, the County is not required to seek out formal bids but did so as it was deemed the best process for this situation. Therefore, staff does not deem it necessary to re-advertise. Staff will work with the contractor that has presented a proposal to fine-tune the costs to reflect the current conditions of the properties.

BOARD OF COMMISSIONERS  
G. TOM WHITE  
Chairman  
ROSS B. MUNRO  
Vice Chairman  
CLAYTON D. RIGGS  
RANDY KRAINIAK  
TIFFNEY WHITE

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

KENNETH BOWMAN  
County Manager  
KAREN M. DAVIS  
Clerk to the Board  
JOHN S. MORRISON  
County Attorney

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.

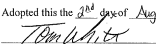
NOW THEREFORE BE IT RESOLVED the Buildings located at 1330 NC Hwy 343 S Shiloh, NC 27974 in Camden County, North Carolina are unsafe in that they constitute a fire or safety hazard, are dangerous to life, health or property, are likely to cause or contribute to blight, disease, vagrancy, or danger to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


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 1<sup>st</sup> day of August, 2021


  
Tom White  
Chair

  
Karen Davis  
Clerk



P. O. Box 190 ♦ 330 East Hwy 158 ♦ Camden, NC 27921 ♦ Phone (252) 338-6363 ♦ Fax (252) 331-7831  
[www.camdencountync.gov](http://www.camdencountync.gov)

BOARD OF COMMISSIONERS  
G. TOM WHITE  
Chairman  
ROSS B. MUNRO  
Vice Chairman  
CLAYTON D. RIGGS  
RANDY KRAINIAK  
TIFFNEY WHITE

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

KENNETH BOWMAN  
County Manager  
KAREN M. DAVIS  
Clerk to the Board  
JOHN S. MORRISON  
County Attorney

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);

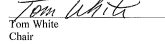
WHEREAS the Board has conducted a quasi-judicial hearing on whether the Building at issue is unsafe and whether the Inspector's order should be affirmed, modified and affirmed, or revoked.


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 2<sup>nd</sup> day of August, 2021


  
Tom White  
Chair

  
Karen Davis  
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County Attorney

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);

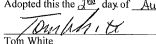
WHEREAS the Board has conducted a quasi-judicial hearing on whether the Building at issue is unsafe and whether the Inspector's order should be affirmed, modified and affirmed, or revoked.


NOW THEREFORE BE IT RESOLVED the Buildings located at 165 & 167 Alder Branch Road Shiloh, NC 27974 in Camden County, North Carolina are unsafe in that they constitute a fire or safety hazard, are dangerous to life, health or property, are 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 1<sup>st</sup> day of August, 2021

  
Tom White  
Chairman

  
Karen Davis  
Clerk to the Board



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**CCP CONTRACTORS**  
**HIGHWAY 158 WEST, SUITE E**  
**CAMDEN, NORTH CAROLINA 27921**  
**852-339-9405**  
**767-377-5132**

August 14, 2023

Mrs. Erin Burke, County Manager  
Camden County  
330 U.S. Highway 158 East  
Camden, NC 27921

Dear Erin,

We are pleased to present to you the following proposal for your review:

**Project One**

165 Alder Branch Shiloh, NC 27974  
167 Alder Branch Shiloh, NC 27974

Our price to perform the description of work listed for Project One is:

**Project Two** \$8,070.00

1275 NC Hwy 343S, Shiloh NC 27974

Our price to perform the description of work listed for Project Two is:

**Project Three** \$7,700.00

1330 NC Hwy 343S, Shiloh NC 27974

Our price to perform the description of work listed for Project Three is:

**\$8,750.00**

Thank you for the opportunity to submit this Proposal.

We are a Camden County locally owned business and would be appreciative of being awarded this contract.

Sincerely,

Jon Gray, Owner

**Motion to award the demolition contract to CCP Contractors for Projects One, Two and Three totaling \$24,520 but authorizing the County Manager to negotiate the cost reflecting the changes that have occurred on the property since the initial bid.**

**RESULT:** PASSED [4-1]  
**MOVER:** Tiffney White  
**AYES:** Tiffney White, Ross Munro, Troy Leary, Sissy Aydlett  
**NOES:** Randy Krainiak

## B. North River Crossing Phase 3 Subdivision – Amber Curling

Seaboard Development Alliance LLC is requesting Preliminary Plan review for North River Crossing Phase 3 Major Subdivision. The proposed subdivision consists of 15 detached single family lots located on the south side of Ditch Bank Rd and across Ditch Bank Rd from the existing subdivision North River Crossing Phases 1 and 2. The two parcels consisting of 20.15-acres are located in the Shiloh township.

On August 16, 2023 the Planning Board recommended approval of North River Crossing Phase 3 Major Subdivision with a 4 to 1 vote.

At the October 2, 2023 Public Hearing the Board of Commissioners tabled the Preliminary Plan Application of North River Crossing Phase 3 Major Subdivision in order to give adequate time for staff, school and fire personnel to review the turnarounds.

Manager Burke added that at this time the applicant is not seeking water for fire suppression; only water to feed the homes, not unlike any other water service in that area of the county. The water at this time is not a staff concern.

The application in its entirety is on file for public review in the Planning Department and is herein incorporated by reference.

<b>STAFF REPORT</b> <b>Ordinance 2023-10-01</b> <b>UDO 2023-03-30</b> <b>Preliminary Plat</b> <b>North Landing Crossing Phase 3 Major Subdivision</b>	
<b>PROJECT INFORMATION</b>	
<b>File Reference:</b> UDO 2023-03-30 <b>Project Name:</b> North River Crossing Phase 3 <b>Parcel ID:</b> 03-8963-00-32-3765-0000	<b>Application Received:</b> March 28, 2023 <b>By:</b> Amber Curling, Planning Dept. <b>Application Fee paid:</b> \$750.00 <b>Stormwater Escrow Fee Paid:</b> \$6000.00 <b>Completeness of Application:</b> Application is generally complete <b>Documents received upon filing of application or otherwise included:</b> A. Land Use Application B. Preliminary Plan C. Deed – contract pending D. Neighborhood Meeting Results E. TRC Inputs F. County Stormwater Management Plan Approved with Conditions G. Approved State Storm Water Permit H. Approved State Erosion & Sediment Control Permit
<b>Applicant:</b> James R. Williams <b>Address:</b> 45 Cypress Lane Southern Shores, NC 27494 <b>Phone:</b> NA <b>Email:</b> NA <b>Agent for Applicant:</b> Seaboard Development Alliance LLC <b>Address:</b> 205 E. King Street Edenton, NC, 27932 <b>Phone:</b> 757-869-0001 <b>Email:</b> chwodherry@gmail.com <b>Current Owner of Record:</b> James R. Williams <b>Meeting Dates:</b> November 3, 2022 <b>Neighborhood Meeting</b> May 10, 2023 <b>Technical Review Meeting</b> August 16, 2023 <b>Planning Board Meeting</b>	<b>Subdivision SITE DATA</b> <b>Approximate Size of Parcel:</b> 20.15 acres <b>Number of Lots and Size:</b> 15 lots 40,000 square feet (0.92 acres) <b>Flood Zone:</b> X <b>Zoning District(s):</b> Neighborhood Residential Zoning District <b>Existing Land Uses:</b> Farmland <b>Adjacent Property Uses:</b> North River Crossing Phase 1 and 2 Residential Lots, Woods, and Farmland <b>Streets:</b> Shall be dedicated to public under control of NC/DOT. <b>Open Space:</b> 5% of total 20.15 developed acres = 1.01 acres total open space required 75% of total open space required acres is 0.75 acres which shall be active open space 25% of total open space required acres is 0.25 acres which shall be passive open space <b>Landscaping Requirements Per 151.5.9.4:</b> Landscaping Plan required <b>Perimeter Buffer Per 151.5.9.9:</b> Table 5.9.9.D - states no perimeter buffer required when zoning district of adjacent land is same as proposed subdivision <b>Street Buffer Per 151.5.9.10:</b> Street yard buffer required along collector street right of way; along Ditch Bank Road and by the mailboxes which will have an on-street parking space <b>Farmland Compatibility Standards/ Bona Fide Farm Buffer:</b> Per Article 151.5.5 No planting shall be required in cases where a stormwater management facility is located within the area occupied by the required 50 foot farmland buffer. <b>Recreational Land:</b> Less than 30 lots not required.
<b>REQUEST:</b> Seaboard Development Alliance LLC is requesting review of the Preliminary Plat for North River Crossing Phase 3 Major Subdivision per Article 151.2.3.20 of the Unified Development Ordinance 15 of lots on a parcel of approximately 20.15 acres. <b>PROJECT LOCATION:</b> <b>Street Address:</b> New Street named Yadin Dr on south side of Ditch Bank Road, <b>Location Description:</b> Across Ditch Bank Road from North River Crossing Phase 1 & 2 in Shiloh Township.	
<b>ENVIRONMENTAL ASSESSMENT</b> <b>Streams, Creeks, Major Ditches:</b> North River Drainage District and Indiantown Creek <b>Distance &amp; description of nearest outfall:</b> Approved Stormwater Management Plan will determine <b>TECHNICAL REVIEW COMMITTEE COMMENTS:</b> All members received email notification 1. <b>Camden County Water:</b> Disapproved working on solution 2. <b>Camden County Sewer:</b> Approved Park Test 3. <b>South Camden Fire Department:</b> Reviewed with no comments 4. <b>Pasquotank EMS (Central Communications):</b> Subdivision/road names approved as is 5. <b>Sherriff's Office:</b> Disapproved with comments 6. <b>Postmaster Elizabeth City:</b> No response. Did not attend TRC meeting. 7. <b>Superintendent of Schools:</b> No response. Did not attend TRC meeting. 8. <b>Transportation Director of Schools:</b> Comments on Bus Stop and Bus Turn around addressed 9. <b>Camden Soil &amp; Water Conservationist:</b> No response. Did not attend TRC meeting 10. <b>NC/DOT:</b> No response. Did not attend TRC meeting 11. <b>Mediacom:</b> No response. Did not attend TRC meeting 12. <b>Century Link:</b> No response. Did not attend TRC meeting 13. <b>Dominion Energy:</b> No response. Did not attend TRC meeting <b>PLANS CONSISTENCY</b> <b>CAMA Land Use Plan Policies &amp; Objectives:</b> Consistent <input checked="" type="checkbox"/> Inconsistent <input type="checkbox"/>	

CAMA Future Land Use Maps has land designated as Moderate Density Residential.

**2035 Comprehensive Plan**

Consistent ☒ Inconsistent ☐

Comprehensive Plan Future Land Use Maps has area designated as Low Density Residential up to 1 dwelling per acre.

**Comprehensive Transportation Plan**

Consistent ☒ Inconsistent ☐

Property in North River Crossing Subdivision abuts Ditch Bank Rd which is existing and internal road will be dedicated to public.

**FINDINGS REGARDING ADDITIONAL REQUIREMENTS:**

1. Will the proposed subdivision endanger the public health, safety or welfare?  
In staff's opinion, the application does not appear to endanger public health and safety.
2. Will the proposed subdivision injure the value of adjoining or abutting property?  
In staff's opinion, the application does not appear to injure the value of adjoining or abutting property.
3. Will the Proposed Subdivision exceed the capacity of the following Public Facilities?
  - a. Schools: Yes ☒ No ☐  
Schools: Proposed development will generate students. The report from September 6, 2019 by Kahn stated existing schools were at capacity or over capacity. Capacity does not include modular units for Camden Early College
  - b. Fire and rescue: Yes ☐ No ☒ Approved
  - c. Law Enforcement: Disapproved with comments Yes ☐ No ☐  
A plan with New Resources has been approved. However, until the plan is implemented new developments will not be approved.

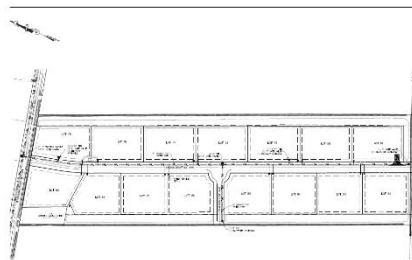
**Staff supports the Planning Boards recommendation for approval of the Preliminary Plat North River Crossing Phase 3 Major Subdivision based on current right by zoning with the following recommendation list of items.**

1. The applicant must strictly abide by all requirements of the Unified Development Ordinance of Camden County, North Carolina, and must also strictly comply with all other local, state, and federal ordinances, laws, rules and regulations as one or more ordinances, laws, rules and regulations may apply to this development.
2. The applicant shall complete the development strictly in accordance with the approved Preliminary Plat and specifications submitted to the Planning Office of Camden County, North Carolina, and contained in the file titled UDO 2023-03-30 and Ordinance 2023-10-01.
3. Construction Plans will include any NCDOT requirements.

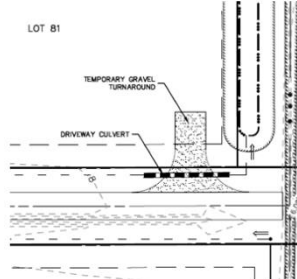
4. Construction Plans will include street landscaping along Ditch Bank Road per Article 151.9.4.
5. Construction Plans will include 2 parking spaces (1 ADA accessible) for the Cluster Mailbox Units with ADA accessibility and pedestrian access per Article 151.6.1.9. Cluster Mailboxes and parking will be located in Open Space.
6. All lots shall be crowned to where the dwelling is located to an elevation at or above the 100-year flood as indicated in the Construction drawings listed as Building Pad Elevations. These elevations shall be verified by a Surveyor or Engineer licensed to do business in North Carolina prior to final inspection for the dwelling.
7. All driveway installation with a required culvert shall be verified by a Surveyor or Engineer licensed to do business in North Carolina prior to final inspection for the dwelling.
8. No land disturbing activities shall start until the County Planning Department receives approved DENR Stormwater Permit and Erosion & Sediment Control Plans for the Development.
9. Developer shall make reasonable efforts to obtain all site drainage/maintenance easements to the outfall.
10. Developer and or Home Owners Association shall provide Camden County certification by a licensed North Carolina Engineer of compliance with approved Drainage Plan for Camden Station Subdivision every five years starting from recording of Final Plat in the Camden County Registry of Deeds.
11. Construction drawings to reflect turning radius meeting Camden County School Requirements, NCDOT requirements and any other requirements.
12. Construction drawings to reflect Board of Commissioners recommendation concerning turn around space i.e. roundabout, hammerhead turnaround, or other.
13. Construction drawings to reflect bus stop shelter as requested by the Chief Operations Officer of Camden County Schools.
14. Home Owners Restrictive Covenants shall include the following information:
  - a. All requirements (to include Maintenance and allowable built upon area) listed under NCDENR Stormwater Permit.
  - b. Maintenance requirements of the outfall ditch leading.
  - c. The re-certification to the County of the approved drainage plan every five years from date of recording of Final Plat.
  - d. Maintenance of all open space, gardens and improvements throughout the subdivision listed in the approved County Stormwater Management Plan.
  - e. The impervious surface limitations listed in the approved County Stormwater Management Plan.
15. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this approval in its entirety shall be void and have no effect.



From North River Crossing Preliminary Plat



Zoom in to Proposed Gravel Turnaround



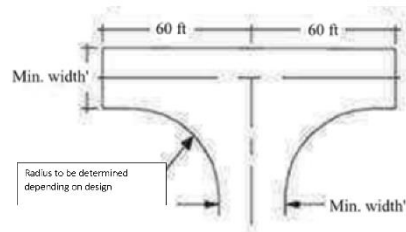
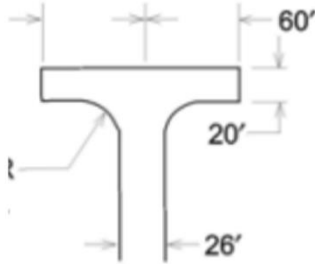


Example of a "hammerhead" turnaround at dead end



A "hammer-head" turnaround has a width of 150 to 120 feet.  
Width of actual pavement or hard surface will need to be determined

Examples of a hammer head turnaround of 120 feet



Not in the NC DOT Right of Way

Examples with out a radius are wider with 150 feet.

All dead end streets (excluding temporary dead end streets) shall be designed as cul-de-sacs, in accordance with the following standards:

1. No cul-de-sac or dead end street shall exceed 1,000 feet in length nor be less than 100 feet in length, as measured from the closest street intersection centerline.
2. Cul-de-sacs shall be designed and constructed to meet state standards and National Fire Protection Association standards.
3. The entrance into a cul-de-sac shall be flared by sufficient width to ensure proper turning radius for emergency vehicles upon entering and exiting the cul-de-sac.
4. Streets that include roundabouts shall not be considered cul-de-sacs or dead end streets.

Example of roundabouts with dead end streets



Response from Chief Kirk Jennings with the South Camden Fire Department in regard to the emergency turnaround:

*We were able to take our largest truck down to Cape Fear Drive over the weekend. That type of turnaround will work on Yadkin Drive Phase 3. However, it needs to sit back about 20' farther away from the end of the road. The turnaround on Cape Fear Drive is kind of tight to make the turn staying on the pavement. We had to pull the truck right up to the edge of the concrete driveway to the house at the end of Cape Fear Drive just to get turned around and we definitely do not want to have to drive those trucks on the concrete driveway and take a risk of busting someone's driveway.*

*Another option that would work if there isn't enough room to move it back, would be to make it like a "T" so that we could turn in one side and then back across the end of Yadkin Drive into the other side to get turned around.*

Response from Transportation Director Britton Overton with Camden County Schools in regard to the proposed bus shelter, cul-de-sac, and emergency turnaround:

*I do not see an issue with any of the dimensions attached with the drawings provided.*

**Motion to approve North River Crossing Major Subdivision Preliminary Plat Ordinance 2023-10-01 and UDO 2023-03-030 with the preferred emergency turnaround space as requested by the South Camden Fire Department Chief.**

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

John Linton with Seaboard Development Alliance requested clarification in regard to the emergency access that was being approved by the Board.

Chair White confirmed that the emergency turnaround space being approved is the hammerhead turnaround as requested by the South Camden Fire Department.

Commissioner Krainiak asked School Transportation Director Britton Overton is that particular turnaround is agreeable to him in regard to school bus access. Mr. Overton confirmed that the proposed turnaround is agreeable.

## **ITEM 6. NEW BUSINESS**

### **A. Tax Report – Lisa Anderson**

<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>
2022	158,764.22	10,209.80
2021	91,263.19	7,534.82
2020	42,643.14	3,152.18
2019	23,665.68	1,817.18
2018	17,895.90	1,080.65
2017	11,355.70	1,289.46
2016	6,922.54	1,035.04
2015	6,123.07	628.26
2014	7,945.73	969.00
2013	6,177.80	4,618.93

TOTAL REAL PROPERTY TAX UNCOLLECTED	372,756.97
TOTAL PERSONAL PROPERTY UNCOLLECTED	32,335.32
TEN YEAR PERCENTAGE COLLECTION RATE	99.55%
COLLECTION FOR 2023 vs. 2022	10,233.87
<b><u>LAST 3 YEARS PERCENTAGE COLLECTION RATE</u></b>	
2022	98.27%
2021	98.97%
2020	99.43%

<b><u>EFFORTS AT COLLECTION IN THE LAST 30 DAYS</u></b>	
ENDING	September 2023
<b><u>BY TAX ADMINISTRATOR</u></b>	
62	NUMBER DELINQUENCY NOTICES SENT
16	FOLLOWUP REQUESTS FOR PAYMENT SENT
5	NUMBER OF WAGE GARNISHMENTS ISSUED
3	NUMBER OF BANK GARNISHMENTS ISSUED
23	NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATOR TO DELINQUENT TAXPAYER
0	NUMBER OF PERSONAL VISITS CONDUCTED (COUNTY OFFICES)
0	PAYMENT AGREEMENTS PREPARED UNDER AUTHORITY OF TAX ADMINISTRATOR
0	NUMBER OF PAYMENT AGREEMENTS RECOMMENDED TO COUNTY ATTORNEY
0	NUMBER OF CASES TURNED OVER TO COUNTY ATTORNEY FOR COLLECTION (I.D. AND STATUS)
0	REQUEST FOR EXECUTION FILES WITH CLERK OF COURTS
0	NUMBER OF JUDGMENTS FILED

### 30 Largest Unpaid - Real

Roll	Parcel Number	Unpaid Amount	YrsDlt	Taxpayer Name	City	Property Address
R	02-8943-01-17-4388.0000	10,421.76	2	THOMAS REESE	CAMDEN	301 JAPONICA DR
R	03-8971-00-23-2253.0000	9,306.61	2	ABODE OF CAMDEN, INC.	SHILOH	187 C THOMAS POINT RD
R	02-8934-01-18-8072.0000	7,103.79	2	ARNOLD AND THORNLEY, INC.	CAMDEN	146 158 US W
R	02-8935-02-66-7093.0000	6,753.90	2	B. F. BTHERRIDGE HEIRS	CAMDEN	158 US E
R	01-7999-00-62-3898.0000	5,890.92	2	MICHAEL ASKEW	SOUTH MILLS	257 A OLD SWAMP RD
R	03-8962-00-05-0472.0000	5,801.13	2	FRANK MCMILLIAN HEIRS	SHILOH	172 NECK RD
R	02-8943-01-06-9013.0000	5,760.62	2	JEWEL H. DAVENPORT	CAMDEN	WINDY HEIGHTS DR
R	02-8934-01-29-4617.0000	5,748.12	2	JAMES B. SEYMOUR ETAL	CAMDEN	112 158 US W
R	03-8943-02-75-4196.0000	5,728.00	2	SHERILL M PRICE JR	SHILOH	115 COOKS LANDING RD
R	01-7989-00-01-1714.0000	5,589.67	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	02-8916-00-39-5170.0000	5,319.70	2	DONALD RAY JONES	CAMDEN	670 343 HWY N
R	02-8945-00-41-2060.0000	5,301.00	2	LASELLE BTHERRIDGE SR. HEIRS	CAMDEN	168 BUSHELL RD
R	03-8909-00-23-4998.0000	5,097.20	2	WANDA H WELLS	SHILOH	104 HIGH RD
R	03-8973-00-53-0748.0000	5,096.48	2	MORRIS L. KIGHT III	SHILOH	142 STANLEY LN
R	02-8954-00-43-8538.0000	4,941.32	2	BILLY ROSS FEREBEE	CAMDEN	237 PALMER RD
R	03-8909-00-24-8236.0000	4,795.95	2	GENE W IRBY	SHILOH	503 SAILBOAT RD
R	03-8961-00-69-3593.0000	4,381.87	2	EDWARD LANE MOORE	SHILOH	169 RAYMONS CREEK RD
R	02-8934-04-72-0416.0000	4,155.76	2	PAULINE JETTE	CAMDEN	238 COUNTRY CLUB RD
R	03-8972-00-44-8500.0000	4,137.94	2	ABODE OF CAMDEN INC.	SHILOH	343 HWY S
R	02-8935-04-63-0820.0000	3,990.30	1	BELCROSS PROPERTIES, LLC	CAMDEN	197 158 US E
R	02-8934-03-31-9750.0000	3,690.92	1	CAROLYN MCDANIEL	CAMDEN	195 COUNTRY CLUB RD
R	03-8990-00-17-3935.0000	3,352.06	2	KARL L ADCOCK	SHILOH	100 CATALAN DR
R	03-8971-00-54-7373.0000	3,307.86	2	DWAYNE HARRIS	SHILOH	125 ONE MILL RD
R	01-7090-00-64-5040.0000	3,295.22	1	LINTON RIDDICK	SOUTH MILLS	129 LILLY RD
R	02-8937-00-50-2005.0000	3,266.82	1	BRENDA MOORE	CAMDEN	197 HERMAN ARNOLD RD
R	01-7090-00-92-5561.0000	3,244.45	2	MAINSTAY CONSTRUCTION, INC	SOUTH MILLS	GENERALS WAY
R	02-8936-00-23-4750.0000	3,233.58	2	AARON DARNELL CHAMBERS ET AL	CAMDEN	LAMES RD
R	02-8943-01-47-1120.0000	3,129.77	4	EMILY FORBES CRAIN	CAMDEN	104 C ST
R	01-7080-00-26-2396.0000	3,092.07	1	CHRISTOPHER A. KINDER	SOUTH MILLS	136 DOCK LANDING LP
R	03-8965-00-37-4242.0000	3,077.96	2	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD

## 30 Oldest Unpaid - Real

Roll	Parcel Number	YrsDltg	Unpaid Amount	Taxpayer Name	City	Property Address
P	01-7989-00-01-1714.0000	10	5,589.67	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
P	03-8973-00-37-4242.0000	10	3,077.96	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
P	03-8962-00-04-9097.0000	10	2,988.80	CECIL BARNARD HEIRS	SHILOH	NECK RD
P	01-7999-00-95-3587.0000	10	2,613.78	WALTER TURNER HEIRS	SOUTH MILLS	CAROLINA RD
P	03-8899-00-45-2682.0000	10	2,245.98	SEAMARK, INC.	SHILOH	HOLLY RD
P	03-8952-00-95-8737.0000	10	2,233.18	AUDREY TILLET	SHILOH	171 NECK RD
P	01-7999-00-32-3510.0000	10	2,022.09	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
P	01-7988-00-91-0179.0001	10	2,014.88	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	165 BUNKER HILL RD
P	01-7999-00-12-8596.0000	10	1,943.65	MOSES WITCHELL HEIRS	SOUTH MILLS	108 CAMDEN AVE
P	03-8973-04-93-8214.0000	10	1,862.04	L P. JORDAN HEIRS	SHILOH	STINGY LN
P	01-7091-00-64-6569.0000	10	1,814.42	CLARENCE D. TURNER JR.	SOUTH MILLS	123 TRAFONT RD
P	02-8926-00-13-6839.0000	10	1,407.85	NORTHEASTERN COMMUNITY	CAMDEN	227 SLEEPY HOLLOW RD
P	02-8935-01-07-0916.0000	10	1,202.28	ROSETHA MERCER INGRAM	CAMDEN	113 BOURBON ST
P	02-8936-00-24-7426.0000	10	948.81	BERNICE PUGH	CAMDEN	117 GRIFFIN RD
P	01-7090-00-60-5052.0000	10	840.78	JOE GRIFFIN HEIRS	SOUTH MILLS	116 BLOODFIELD RD
P	01-7989-04-60-1568.0000	10	806.07	EMMA BRITE HEIRS	SOUTH MILLS	1352 343 HWY N
P	01-7989-04-90-0938.0000	10	786.75	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
P	01-7989-04-60-1984.0000	10	719.09	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS FL
P	01-7080-00-62-1977.0000	10	592.37	MARIE MERCER	CAMDEN	IVY NECK RD
P	02-8955-00-13-7846.0000	10	441.32	DENNIS CREESE	SHILOH	SAILBOAT RD
P	03-9809-00-33-4725.0000	10	417.12	WILLIAMSBURG VACATION	SHILOH	CAMDEN POINT RD
P	03-9809-00-61-1968.0000	10	406.96	WILLIAM G. YATES	SHILOH	SAILBOAT RD
P	03-9809-00-53-4358.0000	10	367.55	PETER BUTSAVAGE	SHILOH	HIBISCUS RD
P	03-8899-00-36-1568.0000	10	310.71	OCTAVIA COPELAND HEIRS	SHILOH	457 NECK RD
P	03-9809-00-55-8300.0000	10	307.16	JOHN F. SAWYER HEIRS	SOUTH MILLS	OLD SWAMP RD
P	01-7090-00-95-5262.0000	10	306.72	RODNEY STEVEN SPIVEY &	SHILOH	SAILBOAT RD
P	03-8909-00-54-8280.0000	10	293.76	CARL TEUSCHER	SHILOH	218 BROAD CREEK RD
P	03-8980-00-84-0931.0000	10	262.25	RANDALL CRIDER	SHILOH	SAILBOAT RD
P	03-9809-00-45-1097.0000	10	206.42	MICHAEL OBER	SHILOH	CENTERPOINT RD

## 30 Largest Unpaid – Personal

Roll	Parcel Number	Unpaid Amount	YrsDltg	Taxpayer Name	City	Property Address
P	0002941	2,059.39	2	BARKER'S TRUCKING, INC	SHILOH	108 SASSAFRAS LN
P	0000295	1,126.07	4	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0001709	947.26	6	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0003721	792.07	2	JIMMY'S TRUCKING & HAULING LLC	CAMDEN	127 TRAFONT RD
P	0001721	693.51	2	CINDY MAYO	SOUTH MILLS	106 BINGHAM RD
P	0003192	583.73	1	ROBERT JESSE-ALDERMAN HUDGINS	CAMDEN	409 343 HWY N
P	0001046	543.81	1	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0001072	520.66	10	PAM BUNDY	SHILOH	105 AARON DR
P	0003513	449.27	1	JULIE PORTER	CAMDEN	431 158 US W
P	0003512	397.83	1	WILLIAM ANTHONY POPE JR	CAMDEN	214 SMITH DR
P	0000297	368.22	1	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0003177	337.95	1	MARK STANLEY MICHALSKI	SOUTH MILLS	138 CAROLINA RD
P	0003773	337.89	2	SEVAN NERO BARTLETT	CAMDEN	197 HERMAN ARNOLD RD
P	0003415	302.75	2	IVY MIRANDA BOGUES	CAMDEN	224 NORTH RIVER RD
P	0000945	294.86	2	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW RD
P	0003547	282.19	2	NICHOLAS W. STOTTS	CAMDEN	431 158 US W
P	0002902	281.09	2	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0003208	271.52	2	RICKY W JOHNSON	CAMDEN	113 PALMER DR
P	0001543	270.35	2	LOUIS RUGGERI	CAMDEN	390 CAMDEN CSWY
P	0003075	262.38	2	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD
P	0001104	258.76	1	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0003478	253.59	1	JOHN PETER LEARY	SOUTH MILLS	971 343 HWY N
P	0002525	251.35	1	JOSEPH VINCENT CARDYN	SHILOH	260 ONE MILL RD
P	0002543	231.93	1	JASON RYAN MCCALLISTER	SOUTH MILLS	102 COUNTRY MEADOWS DR
P	0003662	231.58	2	JEFFREY CLAYTON COLLIER	CAMDEN	157 158 US W
P	0000738	226.96	8	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0003695	225.10	4	JOSHUA MICHAEL BAILEY	SOUTH MILLS	100 ROBIN CT W
P	0002468	221.37	1	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0001538	216.33	4	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0001512	213.49	2	JOHN WESLEY BURGESS, JR.	CAMDEN	431 158 US W


## 30 Oldest Unpaid - Personal

Roll	Parcel Number	YrsDltg	Unpaid Amount	Taxpayer Name	City	Property Address
P	0001072	10	520.66	PAM BUNDY	SHILOH	105 AARON DR
P	0001709	8	947.26	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001046	8	543.81	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0000738	8	226.96	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001538	8	216.33	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
P	0001106	8	200.27	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
P	0001694	8	128.34	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0000295	7	1,126.07	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0000770	7	134.40	MARSHA GAIL BOGUES	CAMDEN	276 BELCROSS RD
P	0002921	7	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	122 DOCK LANDING LOOP
P	0000945	6	294.86	RAMONA F. TAZEWELL	CAMDEN	239 SLEEPY HOLLOW RD
P	0002968	6	221.37	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
P	0001689	6	202.44	MICHAEL WILLIAM MAINELLO	SOUTH MILLS	227 KEETER BARN RD
P	0001150	6	136.45	WILLIAM MICHAEL STONE	CAMDEN	130 WILL DAW RD S
P	0002802	5	125.28	MICHAEL WAYNE MYERS	SOUTH MILLS	107 ROBIN DR
P	0001512	5	213.49	JOHN WESLEY BURGESS, JR.	SHILOH	204 POND RD
P	0002942	5	100.25	JAMES P. VASILOPOULOS	CAMDEN	431 158 US W
P	0003513	4	449.27	JULIE PORTER	CAMDEN	346 343 HWY S
P	0003415	4	302.75	IVY MIRANDA BOGUES	CAMDEN	431 158 US W
P	0003075	4	262.38	PATRICK WAYNE BAUM	CAMDEN	224 NORTH RIVER RD
P	0003414	4	199.71	EDWARD A. BILL	CAMDEN	186 B BUSHELL RD
P	0002978	4	191.26	DANIEL ELWOOD BRIGHT	CAMDEN	152 158 US W
P	0003035	4	177.22	JONATHAN LEWIS PUGH	SOUTH MILLS	109 JUNIPER DR
P	0003487	4	173.24	ROBERT HENRY LEE	SHILOH	206 MAIN ST
P	0003395	4	171.51	MICHAEL RONALD MAYO II	CAMDEN	121 BEECH TREE DR
P	0003378	4	147.34	ALY MOHAMAD	SHILOH	146 BELCROSS RD
P	0001721	3	108.36	JAMES KELLEY WIGFIELD	SHILOH	100 BROAD CREEK RD
P	0003192	3	693.51	CINDY MAYO	CAMDEN	441 158 US E
P	0003192	3	583.73	ROBERT JESSE-ALDERMAN HUDGINS	SOUTH MILLS	106 BINGHAM RD

Motion to approve the tax report as presented.

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

B. Youth Football Proposal – Parks & Recreation Director Tim White presented the following proposal:

<p><b>Timothy C. White</b> Recreation Director O + 1.252.338.1919 x 239 twhite@camdencountync.gov</p> <p><b>Ben Carter</b> Superintendent O + 1.252.338.1919 x 265 bcarter@camdencountync.gov</p>	 <b>CAMDEN COUNTY</b> <small>NORTH CAROLINA • USA</small> <i>Boundless Opportunities.</i>	<p><b>Camden County Parks &amp; Recreation</b></p> <p>P.O. Box 190 117 North 343 Camden, NC 27921 <a href="http://www.camdencountync.gov">www.camdencountync.gov</a></p>
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**Camden County Youth Football**  
October 3, 2023

**OVERVIEW**

I would like for the recreation department to start our own Youth Football program beginning in FY 2024-25. The current program run by Camden Youth Football is not meeting the needs of the residents of the county. Currently their entire program only has 20 participants from Camden County.

**GOALS**

1. Increase participation numbers for Youth Football in Camden County by establishing a 9&10-Year-Old Football Team and a 11&12-Year-Old Football Team
2. Reestablish a relationship with the High School and Middle School Football programs to achieve a county wide cohesive program to build athletes and traditions.
3. Become a certified USA Football Heads up Program that educates coaches in Concussion Recognition & Response, Heat Preparedness & Hydration, Sudden Cardiac Arrest, Proper Equipment Fitting, and Proper Shoulder Tackling & Blocking.
4. Establish a Flag Football Program for participants ages 6-8 to develop an interest in football.

**SPECIFICATIONS**

The initial start up of the program will take a considerable amount(\$15-\$20K) of funds to purchase new equipment for the tackle football teams. This equipment would need to be ordered in December-January to ensure it would be delivered in time to begin practices in the Summer of 2024. I have enough funds in my budget to absorb this by re-prioritizing a capital outlay expenditure I had planned for the Community Park. FY 2024-25 expenditures and future expenditures for the program would not be that significant and include minimal increases in supplies(\$1k) and part-time salaries (\$2k) to properly administer the program.

Mr. White added that the current President of the Youth Football League has decided to step down and at this point there is no one to assume this responsibility.

Upon a question by Commissioner Krainiak, it was noted that the Memorandum of Understanding should be updated to reflect this change.

**Motion to approve the request of Parks & Recreation to implement a Camden County Youth Football Program as presented by the Director.**

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

C. Cooperative Extension Memorandum of Agreement – Erin Burke

NC State University is updating the Memorandum of Agreement with all counties for Cooperative Extension. The Board will consider the proposed updated MOA for Camden County. The last update was completed in 2006. The document has been reviewed by the County Attorney.

<div data-bbox="285 239 651 296"> <div>NC STATE</div> <div>EXTENSION</div> </div> <div data-bbox="285 359 673 394"> <p>Memorandum of Agreement</p> </div> <div data-bbox="318 457 638 590"> <p>Between The Board of County Commissioners Camden County And North Carolina State University</p> </div> <div data-bbox="233 798 264 806" style="font-size: 8px;">(00040981.1)</div>	<div data-bbox="1045 186 1094 203" style="text-align: center;"> <p>Preamble</p> </div> <div data-bbox="826 216 1315 306"> <p>North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of "extending" the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.</p> </div> <div data-bbox="826 315 1315 392"> <p>Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A &amp; T State University (NCA&amp;T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&amp;T.</p> </div> <div data-bbox="826 401 1315 443"> <p>North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A &amp; T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.</p> </div> <div data-bbox="826 451 1315 567"> <p>The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.</p> </div> <div data-bbox="826 575 1315 665"> <p>Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.</p> </div> <div data-bbox="826 674 1315 751"> <p>To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.</p> </div> <div data-bbox="826 783 855 791" style="font-size: 8px;">(00040981.1)</div> <div data-bbox="1036 783 1039 791" style="text-align: center;">2</div>
<div data-bbox="406 949 548 978" style="text-align: center;"> <p>Part I. NC State Extension will:</p> </div> <div data-bbox="251 991 724 1522"> <ol style="list-style-type: none"> <li>1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.</li> <li>2. Receive and examine applications for employment.</li> <li>3. Interview and screen applicants to determine their qualifications and availability.</li> <li>4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.</li> <li>5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSA).</li> <li>6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.</li> <li>7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.</li> <li>8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.</li> <li>9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&amp;T University when an issue impacts their employees.</li> <li>10. Develop and administer a personnel management plan that will provide the annual review of each employee's performance, counseling for job improvement where needed, and periodic county program reviews.</li> <li>11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.</li> </ol> </div> <div data-bbox="233 1562 264 1570" style="font-size: 8px;">(00040981.1)</div> <div data-bbox="443 1562 446 1570" style="text-align: center;">3</div>	<div data-bbox="842 951 1315 1087"> <ol style="list-style-type: none"> <li>12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.</li> <li>13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.</li> <li>14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.</li> </ol> </div> <div data-bbox="945 1121 1195 1150" style="text-align: center;"> <p>Part II. The Board of County Commissioners will:</p> </div> <div data-bbox="842 1163 1315 1350"> <ol style="list-style-type: none"> <li>1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.</li> <li>2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).</li> <li>3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.</li> <li>4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.</li> <li>5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.</li> </ol> </div> <div data-bbox="842 1367 1315 1396" style="text-align: center;"> <p>Part III. NC State Extension and the Board of County Commissioners mutually agree:</p> </div> <div data-bbox="842 1409 1315 1556"> <ol style="list-style-type: none"> <li>1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.</li> <li>2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.</li> <li>3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.</li> </ol> </div> <div data-bbox="826 1562 855 1570" style="font-size: 8px;">(00040981.1)</div> <div data-bbox="1036 1562 1039 1570" style="text-align: center;">4</div>

Attachment: bocminutes\_110623 (BOC Meeting Minutes)



4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.

5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.

6. That Cooperative Extension employees will follow county policies relative to office hours, office closings for inclement weather, and holidays, and for the management and use of county property.

7. That personnel procedures are as follows:

**(a) Establishing Accounts to Operationalize the Payroll Process.**

i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.

ii. **Procedure for Providing Funds to the Account.** A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director, The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.

iii. **Administration of the Account.** The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

**(b) Employee Benefits.**

i. **Retirement Benefits.** All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.

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**(c) Taxes and Fringe Benefits.**

i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:

1. Employer contributions to all applicable Federal and State taxes.

2. Employer contribution to TSERS per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.

3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

**(d) Workers' Compensation** will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and

a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.

b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance. Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:

i. All County Extension Directors and Extension Agents; and

ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

**(e) Employee Separation**

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).

2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

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3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.

4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

**(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel.**

At their discretion, Counties may award additional permanent salary increases or one-time pay awards ("bonuses") to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

**(g) Lock-In Provision**

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. **Salary Adjustments for Extension Employees under the Lock-In Provision.** The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,  
Cost-of-living adjustments (COLA),  
Merit adjustments,  
Bonuses (in any form conveyed), and  
Promotion, classification, market, or equity adjustments.

**Salary and Benefits.** Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

By signing this document, the parties agree that this document is a true and correct copy of the original document.

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**2. County Increases in the Lock-In Provision**

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

**Part IV.  
DURATION, AMENDMENT, AND TERMINATION**

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of July 1, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

Signature: Stephens B Jackson Date: 11-6-23  
Chairperson or Designee Board of County Commissioners  
Camden County

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Director  
North Carolina Cooperative Extension  
North Carolina State University

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Dean  
College of Agriculture and Life Sciences  
North Carolina State University

Addendum Attached Executed \_\_\_\_\_

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

Stephens B Jackson  
Signature of Finance Officer

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Attachment: bocminutes\_110623 (BOC Meeting Minutes)

NC STATE		
EXTENSION		
Addendum to Memorandum of Agreement		
Camden County		
This addendum documents the current salary percentages provided by the County and by NCSU.		
Salary Percentages for Camden County as of September 21, 2023.		
Position Title	Salary Percentage County	Salary Percentage NCSU
County Extension Director/Agriculture – Field Crops	49.5	50.5
Agent – 4-H Youth Development	50	50
Area Agent – Family and Consumer Sciences (shared with Currituck Co.)	31.1	36.2
Administrative Assistant	49.4	50.6

County Ag Add-On = .2

*Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU and will become part of this Agreement.*


**Motion to approve the Cooperative Extension Memorandum of Agreement as presented.**

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

**D. Camden High School Traffic Impact Analysis – Erin Burke**

The High School Steering Committee is recommending a Traffic Impact Analysis from the proposed High School Site to Sawyer's Creek Road as indicated in the following Timmons Group proposal. The analysis will provide scientific data that will aid in recommendations to NCDOT surrounding improvements that will need to be made. The cost of the analysis will be \$15,500.



  
**TIMMONS GROUP**  
YOUR VISION ACHIEVED THROUGH OURS.

September 14, 2023

Erin Burke  
County Manager  
P. O. Box 190  
Camden, NC 27821  
252-338-6363 x310  
eburke@camdencountync.gov

Re: **PROPOSAL for TRAFFIC ENGINEERING SERVICES**  
**Camden High School TIA - Camden, North Carolina**

Dear Ms. Burke:

Timmons Group appreciates the opportunity to present you with this proposal to provide traffic engineering services for the proposed high school development, located off NC-343 in Camden, NC. Included in this proposal is our understanding of the project, an outline of proposed scope of work, and a lump sum fee. Timmons Group will coordinate with the Camden County (County), NCDOT (District / MST), and Project Team throughout the project.

A traffic impact analysis (TIA) is a specialized study which assesses a development's impact on the surrounding transportation network. The analysis is an essential step in the development review process that assists developers and public agencies in making land use decisions that affect traffic and transportation operations in the area.

**SCOPE OF SERVICES**

**A. Study Area**


A TIA has been requested to determine the impacts associated with the proposed development located off NC-343 in Camden, North Carolina. It is assumed that the proposed development will include three (3) full movement site access connections to NC-343. Based on previous experience working with NCDOT, the following study area intersections are assumed. Study area intersections will be confirmed with the NCDOT (District / Congestion Management Staff) in a scoping meeting prior to the onset of the study:

- NC-343 / Site Access 1
- NC-343 / Site Access 2
- NC-343 / Site Access 3
- NC-343 / Sawyer's Creek Road\*
- NC-343 / Naitt Drive\*
- NC-343 / Elementary-Intermediate School Site Accesses\*

Peak hour (7:00 am - 9:00 am and 4:00 pm - 6:00 pm) turning movement traffic counts will be collected by Timmons Group at the existing\* study area intersections listed above.

\*\* It should be noted that traffic counts conducted while traditional calendar schools are out of session will need to be factored accordingly (if allowed by the NCDOT). The proposed traffic count schedule could significantly impact the TIA schedule.

5445 Trinity Rd., Suite 102 | Raleigh, NC 27607  
Tel. 919-866-4952 fax 919-859-5663  
Site Development | Residential | Infrastructure | Technology  
www.timmons.com

  
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**B. Scope of Services**

The project involves the tasks and methodology that are outlined below:

- > Attend a scoping meeting with the County / NCDOT (District/Congestion Management).
- > Create a scoping Memorandum of Understanding summarizing the scoping meeting.
- > Perform peak period (7:00 a.m. - 9:00 a.m. & 2:30 p.m. - 4:00 p.m.) turning movement traffic counts at the study area intersections noted above.
- > Collect other data related to the study area and adjacent transportation network.
- > Review all pertinent information including: land use plans, traffic accident data, and developments, and/or roadway improvements planned in the study area which may impact this development.
- > Project future ambient network volumes using an area wide growth factor (to be determined in the project scoping meeting).
- > Add and distribute traffic from other approved TIAs within the study area provided by the NCDOT.
- > Calculate (using the MST/ School Calculator) and distribute site-generated traffic to reflect the full build-out of the proposed high school development.
- > Conduct a capacity / operational analysis for the previously mentioned intersections for the following four (4) conditions (AM and PM peak period)
  - Existing Year Traffic Condition
  - Build-Out Year Traffic Condition Without Site Traffic
  - Build-Out Year Traffic Condition With Site Traffic
  - Build-Out Year Traffic Condition With Site Traffic & Recommended Improvements
- > Provide recommendations to improve the level of service (LOS) at any study area intersection that demonstrates a deficient level of service due to the traffic generated by the proposed development.
- > Provide on-site traffic flow analysis and queue evaluation.
- > Produce a Traffic Management Plan (TMP) for the high school traffic flow.
- > Produce a TIA that documents all findings and recommendations.
- > Attend four (4) meetings with the County / NCDOT to discuss and present on the subject project.

**COMPENSATION**


Timmons Group will provide the entire above scope of services described above for the lump sum fee of **\$15,500.00**.

**SCHEDULE**

Unless otherwise negotiated, Timmons Group will complete the full TIA within six (6) weeks after receiving written NTP. This schedule is negotiable and can be adjusted as needed to meet the Town's submittal deadline scheduled. Based on our present schedule, Timmons Group can begin work upon receipt of your written authorization.

**ADDITIONAL SERVICES**

Any additional services outside of this scope will be billed at an hourly rate of \$135.00. Additional services include, but are not limited to: completion of additional capacity analyses, traffic counts, additional project phasing, additional meetings, deviations from the originally provided scope, design of offsite roadway improvements (to be negotiated separately payable by lump sum), etc. No additional services will be provided without receiving prior written authorization from the Client.

  
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All permit, application, impact, review etc. fees are to be paid by the Client.

**SCHEDULE OF PAYMENT**


All invoices are due upon receipt. For outstanding invoice balances over 30 days, all work will stop on the project until the balance is paid in full. All outstanding invoices will accrue interest at the rate of 1.5% per month.

**AUTHORIZATION TO PROCEED**

Upon your agreement with the items contained in this proposal and associated compensation please sign below and return one copy for our files. The signed proposal shall be our authorization to proceed.



Thank you for the opportunity to present you with this proposal for professional services. We look forward to assisting you with the successful completion of this project.

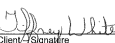

Sincerely,




Jeffrey P. Hochanadel, PE, PTOE  
Principal | North Carolina Transportation Group Leader


Proposal Accepted By:

   
Client - Printed Name Title

   
Client - Printed Name Title

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

  
Stephanie B. Jackson  
Signature of Finance Officer

  
**TIMMONS GROUP**  
YOUR VISION ACHIEVED THROUGH OURS.

**GENERAL TERMS AND CONDITIONS**

- SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in Exhibit A of the Letter of Agreement. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the "Project" or "Projects."
- STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, "legal requirements"). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
- INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group's verification shall be at Client's sole risk and without liability or legal exposure to Timmons Group or Timmons Group's employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.
- GOVERNING LAW:** This Agreement shall be governed according to the laws of the place of the Project, without regard to its conflicts of laws provisions.
- THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
- ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group, such consent not to be unreasonably withheld.
- PROJECT SITE SAFETY:** Timmons Group's Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group's employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties hereto agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequence of operation and procedures, and that Timmons Group shall have no obligations relating to those contractor(s) duties.

Attachment: bocminutes\_110623 (BOC Meeting Minutes)



# **GENERAL TERMS AND CONDITIONS (cont.)**

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

## **Motion to approve the Camden High School Traffic Impact Analysis as presented.**

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

- E. Discussion of UDO Amendment and Policy on Rezonings – Commissioner Aydtlett stated that, in addition to working on a Strategic Plan, it is necessary that the Board take action to help slow growth in the County and requested that staff review and draft an amendment to the UDO to lower density for single-family detached dwellings to nothing less than one acre.

County Manager stated it will take a few months to work through the process of drafting and reviewing amendments, as well as holding the necessary public hearings.

## **Motion to ask staff to review and draft an amendment to the UDO to lower density for single-family detached dwellings to nothing less than one acre.**

<b>RESULT:</b>	<b>PASSED [4-1]</b>
<b>MOVER:</b>	Tiffney White
<b>AYES:</b>	Tiffney White, Ross Munro, Troy Leary, Sissy Aydtlett
<b>NOES:</b>	Randy Krainiak

## **Rezoning Requests Discussion**

Commissioner Aydtlett, for the same reasons, requested to “discuss creating a Board policy to not entertain any rezoning requests at this time. This is a temporary fix until we can establish our Strategic Plan and until we can get a little bit of a firmer handle on things.”

<b>RESULT:</b>	<b>PASSED [3-2]</b>
<b>MOVER:</b>	Tiffney White
<b>AYES:</b>	Tiffney White, Troy Leary, Sissy Aydtlett
<b>NOES:</b>	Ross Munro, Randy Krainiak

**ITEM 7. BOARD APPOINTMENTS**

- A. Jury Commission – Reappointment of Gale Perry
- B. Planning Board - It is necessary to update the following appointment terms to be in compliance with the Camden County Unified Development Ordinance Article 11.5.2, which states that terms shall run July 1 - June 30:

<u>Name</u>	<u>Term Expiration</u>
Nathan Lilley	June 30, 2025
Ray Albertson	June 30, 2025
George Tom White, Jr.	June 30, 2025
David Bundy	June 30, 2026
Steven Bradshaw	June 30, 2026
Wayne Roger Lambertson	June 30, 2026
Marshall Lee Powell	June 30, 2026

**Motion to approve the Board Appointments as presented.**

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

**South Camden Water & Sewer District Board of Directors**

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

Public Comments – None

Consideration of the Agenda

**Motion to approve the agenda as presented.**

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

New Business

- A. Monthly Report – Erin Burke

South Camden Water & Sewer Board				
Monthly Work Order Statistics Report				
Period: September 2023				
	Submitted Work Orders	Completed Work Orders	Percentage Completed	Status of Uncompleted Work Orders
Water/Distribution	62	62	100%	0
Sewer/Collection	1	1	100%	0
Collections/Distribution				
Water line locates			5	
Sewer line locates			1	
Water & Sewer locates same ticket			47	
Hydrants tested			4	
New services installed			1	
Water Treatment				
Total water treated		17 403 336 gallons		
Daily average		580 111 gallons per day (80% of capacity)		
Current capacity		720 000 gallons per day		
Waste Water Treatment				
Facility	Gallons per day	Permitted Capacity		
South Mills WWTP	11 078 gallons per day	100 000 gallons per day (11% Capacity)		
Courthouse Area WWTP	25 207 gallons per day	50 000 gallons per day (50% Capacity)		
Ten work orders have been reviewed for accuracy.				

**2023 High Service Pump Flows**

Month	Monthly Total	Average Daily Use
January 2023	14,795,679	.477,280
February 2023	12,740,740	.455,026
March 2023	14,196,970	.457,967
April 2023	15,392,856	.513,095
May 2023	16,904,868	.545,318
June 2023	16,369,481	.545,649
July 2023	17,157,000	.553,452
August 2023	19,923,228	.642,685
September 2023	17,403,336	.580,111
October 2023		
November 2023		
December 2023		
Yearly Totals		

**2023 SMWA USAGE**

Date	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	146,000	114,000	127,500		143,100	163,900	195,200	207,400	186,067
2	144,000	45,000	130,400		136,800	165,167	195,200	229,300	186,067
3	166,000	153,334	146,000	142,400	121,200	165,167	160,600	256,600	186,067
4	122,400	153,333	146,000	150,600	130,000	165,166	160,600	227,100	278,600
5	141,000	153,333	146,000	118,800	130,000	173,900	150,300	227,100	232,000
6	140,334	176,800	145,000	149,900	130,000	173,800	153,600	227,100	249,000
7	140,333	178,200	133,000	160,967	130,000	152,000	162,067	207,800	212,200
8	140,333	132,900	123,000	160,967	156,300	146,000	162,067	186,800	212,067
9	142,000	118,000	131,000	160,967	187,900	207,600	162,067	200,200	212,067
10	133,000	131,134	144,334	114,300	163,400	207,600	156,400	225,200	212,067
11	128,000	131,133	144,333	123,500	156,800	207,600	160,000	233,000	200,000
12	124,000	131,133	144,333	182,400	187,934	160,200	163,300	233,000	190,900
13	143,000	81,100	127,600	172,800	187,933	157,800	167,900	233,000	180,700
14	143,000	117,500	143,500	173,534	187,933	172,200	216,234	276,800	185,800
15	143,000	124,800	124,600	173,533	161,000	158,000	216,233	195,800	
16	149,000	125,800	112,400	173,533	146,500	184,667	216,233	215,800	
17	124,800	143,967	148,600	46,300	164,300	184,667	180,500	194,900	
18	132,100	143,967	148,600	162,700	129,900	184,667	163,700	233,267	190,100
19	137,200	143,966	148,600	163,300	129,900	159,300	185,900	233,267	203,400
20	134,634	124,900	133,400	164,800	129,900	151,500	188,800	233,267	196,100
21	134,633	133,700	146,800	171,400	129,900	171,816	230,400	205,800	166,300
22	134,633	180,000	149,500	171,400	173,000	134,000	230,400	309,800	207,167
23	139,400	104,450	117,500	171,400	149,200	163,433	230,400	203,800	207,167
24	88,400	104,450	155,634	138,200	177,000	163,433	173,700	204,800	207,167
25	165,000	104,450	155,633	222,200	149,000	163,433	210,700	248,200	178,700
26	94,000	104,450	155,633	134,700	143,467	170,700	211,200	248,200	217,200
27	150,800	137,100	134,500	143,000	143,467	165,600	221,600	248,199	178,900
28	150,800	116,000	135,200	106,967	143,466	139,300	263,567	222,900	153,800
29	150,800		123,800	106,966	221,300	158,700	263,567	225,500	167,654
30	175,900		125,600	106,966	136,600		263,567	244,300	167,653
31	69,800		123,000					189,700	

TOTAL	4,228,300	3,608,900	4,271,000	4,168,500	4,577,200	4,871,316	5,816,002	7,027,900	5,364,910
Average	136,397	128,889	137,774	148,875	152,573	167,976	193,867	226,706	198,700
Maximum	175,900	180,000	155,634	222,200	221,300	207,600	263,567	309,800	278,600



SOUTH CAMDEN WATER & SEWER BOARD MONTHLY WATER STATISTICS REPORT										
Date	Work Orders Submitted	Percentage Complete	Uncompleted	Water / Distribution	Sewer / Collection	Water Locates	Sewer Locates	Water / Sewer Locate	Hydrant Flow Test	New Svc Installed
2021										
Sept	120	100%	0%	119	1	77	15	0	0	3
Oct	95	100%	0%	93	0	64	15	2	0	0
Nov	72	100%	0%	72	0	37	0	2	0	2
Dec	86	100%	0%	85	1	43	8	7	0	0
2022										
Jan	90	100%	0%	89	1	96	6	6	0	0
Feb	108	100%	0%	108	0	73	5	4	0	0
March	90	100%	0%	89	1	64	7	6	0	1
April	82	100%	0%	81	1	74	13	4	0	5
May	95	100%	0%	94	1	58	11	2	0	1
June	127	100%	0%	126	1	87	8	4	0	2
July	121	100%	0%	120	1	73	13	11	0	1
August	129	100%	0%	128	1	39	6	5	3	1
Sept	96	100%	0%	95	1	82	10	4	8	0
Oct	84	100%	0%	84	0	110	8	7	5	1
Nov	76	100%	0%	76	0	76	5	8	6	2
Dec	86	100%	0%	86	0	73	1	4	5	0
2023										
Jan	87	100%	0%	87	0	106	12	6	0	0
Feb	73	100%	0%	72	1	59	7	17	0	3
March	74	100%	0%	74	0	92	1	2	5	4
April	80	100%	0%	80	0	68	2	2	0	2
May	89	100%	0%	88	1	204	3	7	0	2
June	90	100%	0%	87	3	20	1	3	0	1
July	65	100%	0%	64	1	54	3	17	0	0
August	57	100%	0%	57	0	91	10	10	0	0
Sept	63	100%	0%	62	1	5	1	47	0	1

SOUTH CAMDEN WATER & SEWER DISTRICT MONTHLY WATER REPORT													
month	active meters	work orders	locates	new serv	gallons sold	tap fees	total collected	gallons sold	sewer collected	sewer cust	gallons sold	sewer collected	sewer cust
					meters water			meters sewer	Core	Core	meters sewer	S. Mills	S. Mills
2021													
January	2,229	102	107	1	14,409,048	\$8,000.00	\$129,184.92	527,020	\$7,987.76	54	291,760	\$3,098.79	88
February	2,232	87	108	3	12,472,543	\$28,000.00	\$160,585.13	551,050	\$8,593.99	54	228,970	\$3,738.52	89
March	2,240	86	152	1	12,047,251	\$12,000.00	\$150,411.28	503,510	\$8,656.06	54	208,440	\$3,597.83	89
April	2,251	65	139	5	14,759,968	\$66,833.00	\$192,635.30	565,960	\$9,257.62	54	201,240	\$3,348.69	89
May	2,256	88	115	2	15,271,509	\$4,000.00	\$141,268.11	617,470	\$9,195.13	54	322,120	\$3,572.33	90
June	2,261	101	92	2	15,376,790	\$4,000.00	\$153,214.83	523,050	\$9,215.37	54	261,700	\$3,274.74	89
July	2,272	87	104	0	14,246,240	\$98,967.00	\$243,922.11	500,330	\$9,368.09	54	236,290	\$3,936.63	90
August	2,276	89	125	4	17,838,990	\$4,000.00	\$139,706.73	531,930	\$7,445.29	54	455,480	\$4,238.87	90
September	2,283	120	92	3	13,813,320	\$16,000.00	\$174,303.27	619,170	\$7,978.48	54	418,660	\$3,268.90	90
October	2,287	95	81	0	14,815,201	\$0.00	\$127,114.75	1,196,860	\$9,904.44	54	315,360	\$3,746.87	90
November	2,293	72	39	2	13,763,517	\$3,500.00	\$145,643.68	770,130	\$16,643.68	54	264,430	\$6,370.61	90
December	2,298	86	58	0	13,930,906	\$0.00	\$145,160.49	761,500	\$12,600.22	54	286,870	\$4,002.82	89
2022													
January	2,298	90	108	0	13,739,659	\$4,000.00	\$136,306.83	555,880	\$11,704.03	55	244,676	\$3,781.90	89
February	2,299	108	82	0	12,108,415	\$2,500.00	\$135,512.42	589,080	\$9,851.08	55	234,674	\$3,980.47	89
March	2,275	90	77	1	12,047,251	\$65,667.00	\$194,073.56	503,510	\$7,234.28	54	237,641	\$3,557.94	87
April	2,320	82	91	5	22,574,098	\$8,000.00	\$117,609.55	716,960	\$10,988.75	54	257,949	\$3,588.01	88
May	2,328	95	71	1	13,617,980	\$16,000.00	\$160,306.33	674,480	\$13,045.03	54	269,770	\$3,335.55	89
June	2,334	126	91	2	16,466,975	\$35,700.00	\$166,905.67	624,410	\$8,810.69	56	267,930	\$3,404.49	88
July	2,339	121	97	1	16,136,579	\$500.00	\$142,712.18	542,530	\$11,113.40	56	253,630	\$3,135.85	91
August	2,345	129	50	1	14,628,312	\$4,300.00	\$155,258.49	523,100	\$8,497.51	56	280,139	\$4,187.02	91
Sept	2,346	96	96	0	15,285,732	\$8,000.00	\$149,488.63	2,346	\$8,986.17	56	293,411	\$3,618.25	91
Oct	2,349	84	125	1	14,538,209	\$16,300.00	\$159,619.57	738,250	\$10,157.62	56	312,640	\$3,676.01	90
Nov	2,351	76	89	2	13,309,510	\$12,200.00	\$164,779.18	777,510	\$10,759.43	56	282,225	\$4,064.97	90
Dec	2,354	86	78	0	12,132,198	\$300.00	\$144,828.03	723,210	\$14,333.64	56	273,925	\$4,131.12	90
2023													
January	2,352	87	124	0	24,185,560	\$77,001.00	\$207,841.11	625,700	\$11,788.69	56	356,585	\$3,805.19	89
Feb	2,362	73	83	3	12,828,862	\$16,300.00	\$143,633.26	759,740	\$8,371.22	57	189,330	\$4,049.99	89
March	2,365	74	95	4	12,465,862	\$13,967.00	\$152,264.00	669,430	\$12,870.57	58	178,400	\$4,262.81	85
April	2,372	80	74	2	13,002,292	\$16,200.00	\$149,165.83	823,450	\$11,612.19	58	305,060	\$3,368.05	85
May	2,375	89	204	2	13,361,244	\$14,467.00	\$158,428.61	606,290	\$11,070.58	60	217,790	\$2,669.83	85
June	2,381	90	24	1	20,802,455	\$28,100.00	\$168,578.13	689,200	\$11,199.22	60	234,090	\$3,817.58	85
July	2,390	65	74	0	22,567,978	\$4,000.00	\$185,382.89	621,528	\$10,979.56	59	269,370	\$3,636.70	84
August	2,392	57	111	1	18,177,536	\$17,667.00	\$144,487.45	632,482	\$9,869.06	61	279,490	\$3,222.69	82
Sept	2,398	63	53	1	26,509,735	\$8,000.00	\$156,868.21	811,834	\$10,510.54	61	273,090	\$3,915.30	82

**Motion to approve the monthly report as presented.**

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

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

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

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

## **ITEM 8. CONSENT AGENDA**

- A. BOC Meeting Minutes – October 10, 2023 Meeting Minutes on file in the Clerk to the Board’s office and the County website; incorporated herein by reference.
- B. Budget Amendments

2023-24-BA016

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, 2024.

Section 1. To amend the General Fund as follows:

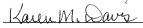
ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10399400-439900	Fund Balance Appropriated	\$37,147	
52330610-439710	General Fund Contributions	37,147	
<b>Expenses</b>			
106900-591200	Social Services	37,147	
526100-502000	Salaries	26,672	
526100-505000	FICA	1,801	
526100-506000	Health Insurance	4,870	
526100-506200	Employer Paid Life	10	
526100-507000	Retirement	3,444	
526100-507100	401(k) Retirement	350	

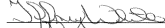
This Budget Amendment is made to appropriate funds from Fund Balance Appropriated to Social Services contributions and into the Social Services salary funds for Medicaid Expansion.


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 6<sup>th</sup> day of November, 2023.

  
Clerk to Board of Commissioners

  
Chair, Board of Commissioners



2023-24-BA017

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, 2024.

Section 1. To amend the General Fund as follows:

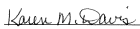
ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10399400-439900	Fund Balance Appropriated	\$27,253	
<b>Expenses</b>			
104100-545023	Lobbyist	27,253	


This Budget Amendment is made to appropriate funds from Fund Balance Appropriated to increase the Lobbyist expense line.


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 6<sup>th</sup> day of November, 2023.

  
Clerk to Board of Commissioners

  
Chair, Board of Commissioners



Attachment: bocminutes\_110623 (BOC Meeting Minutes)

C. Pickups, Releases & Refunds

NAME	REASON	NO.
Jane E. Sawyer Revocable Trust	Deferred Taxes - Pick up	Pick-up/23518
	\$276.32	R-154032-2022
		R-131914-2021
		R-125395-2020
LDM Debrito, LLC	Deferred Taxes - Pick up	Pick-up/23521
	\$1,108.18	R-127192-2020
		R-134634-2021
		R-156751-2022
		R-164272-2023
LDM Debrito, LLC	Deferred Taxes - Pick up	Pick-up/23522
	\$2,069.77	R-127191-2020
		R-134633-2021
		R-156750-2022
		R-164271-2023
Briarwood Forest Products	Roll Back Taxes on Lot B1 - Pick up	Pickup/23525
	\$223.57	R-123826-2020
		R-131209-2021
		R-153332-2022
		R-160829-2023
Lloyd Taylor McCoy	Turned in Plates - Refund	Pick-up/23528
	\$137.47	54234921
Thomas Jeffrey Schneider	Turned in Plates - Refund	Pick-up/23531
	\$381.83	73524178
Jacqueline Carr Crabtree	Turned in Plates - Refund	Pick-up/23532
	\$266.27	71798515
Morrissey Property Services	Turned in Plates - Refund	Pick-up/23534
	\$637.38	61577928
Leneaka Leshelle Spence	Turned in Plates - Refund	Pick-up/22667
	\$177.85	70564504
Jonathan Lindsay, Sr.	Leasehold deleted & added to this parcel	Pick-up/23526
	\$2,108.37	R-161718-2023
Jonathan Lindsay, Sr.	Deleted Leasehold & added to parent parcel	Pick-up/23527
	\$1,865.18	R-162437-2023

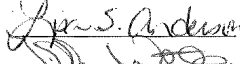
D. Refunds Over \$100


ACS Tax System 10/26/23 11:07:35		REFUNDS OVER \$100.00 Refunds to be Issued by Finance Office		CAMDEN COUNTY	Page 1
Refunds	Remit To:	Reference:	Drawer/Transaction Info:		
391.30	BRIARWOOD FOREST PRODUCTS INC PO BOX 211 SOUTH MILLS NC 279760211	2023 R 01-7999-00-54-6880.0000 OVERPAID DEFERRED R160826/2023	20231024 99 276083		
500.00	BRUMSEY AND BRUMSEY P.O. BOX 100 CURRITUCK, NC 27929	2023 R 02-8936-00-90-8005.0000 overpayment 107 cotton ct	20230928 1 275582		
102.26	CAREY, GLENN ALAN JR PO BOX 211 SOUTH MILLS NC 27976	2023 R 01-7081-00-81-4060.0000 OVERPAYMENT ON DEFERRED	20231024 99 276085		
136.10	JOHN AND KATHLEEN ZELSNACK TRU 201 RUN SWAMP ROAD CAMDEN NC 27921	2023 R 02-8936-00-91-4071.0000 VALUE CORRECTION R164115/2023	20231024 99 276082		
1,129.66 Total Refunds			***		
Submitted by <u>Lisa S. Anderson</u> Date <u>10-26-23</u> Lisa S. Anderson, Tax Administrator-Camden County					
Approved by <u>Tiffany White</u> Date <u>11-6-23</u> Tiffany White, Chair Camden County Board of Commissioners					

Attachment: bocminutes\_110623 (BOC Meeting Minutes)

E. Tax Collection Report

Tax Collection Report SEPTEMBER 2023						
Day	Amount	Amount	Name of Account	Deposits	Simplify - 23	PSN - 69
	\$	\$	\$	\$	\$	\$
1	53,954.23			53,954.23		
5	16,533.95					16,533.95
	137,730.68		Refund - \$53.94	137,730.68		
	8,200.00				8,200.00	
6	26,531.57			26,531.57		
	82,745.93			82,745.93		
7	63,874.61		Refund - \$1.10	63,874.61		
8	2,650.00				2,650.00	
	54,440.15			54,440.15		
11	45,602.72			45,602.72		
12	8,286.93		PSN - Refund - \$1.30			8,286.93
	22,610.76		Refund - \$0.50	22,610.76		
13	41,149.00		Refund - \$26.50	41,149.00		
14	43,151.59		Refund - \$0.66	43,151.59		
15	45,822.67		Refund - \$6.06	45,822.67		
18	27,644.57			27,644.57		
19	20,782.00				20,782.00	
	12,660.42		PSN - Refund - \$170.38			12,660.42
	9,315.76			9,315.76		
20	28,740.70			28,740.70		
21	12,304.35			12,304.35		
22	21,978.46				21,978.46	
	17,648.51			17,648.51		
25	923.48		PSN - Refund - \$0.12			923.48
	33,677.89			33,677.89		
26	4,349.00				4,349.00	
	11,482.09			11,482.09		
27	23,344.56		Refund - \$30.00	23,344.56		
28	15,964.86		Refund - \$500.00	15,964.86		
29	191.00				191.00	
	30,472.85			30,472.85		
	5,825.74		PSN - Refund - \$3.23			5,825.74
				-		
				-		
				-		
Totals Collections	\$ 930,591.03			\$ 828,210.05	\$ 58,150.46	\$ 44,230.52
Total Bank Deposits	\$ 930,591.03			\$ 930,591.03		
Land Transfer/PSN						
Refund	\$ (793.79)		PSN Check fees - \$41.80 - for info only, fees were paid to PSN			
Over	\$ -					
Short	\$ -					
Other adjustment	\$ -					
NET TOTAL	\$ 929,797.24					

Submitted by:  Date: 10-6-23

Approved by:  Date: 11-6-23

Attachment: bocminutes\_110623 (BOC Meeting Minutes)



F. Vehicle Refunds Over \$100

REFUNDS OVER \$100.00

North Carolina Vehicle Tax System

NCVTS Pending Refund report

REFUNDS OVER \$100.00 SEPT, 23

Payee Name	Primary	Secondary	Address 1	Address 2	Address 3	Refund Type	BL #	Plate	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy	Change	Interest	Total
ADAIR, JONATHAN ROCKWELL	ADAIR, JONATHAN ROCKWELL	HYANG, HAEUN	1213 RIVERSIDE AVE	APT 205	ELIZABETH CITY, NC 27808	Adjustment >= \$100	0070507657	KX8273	AUTHORIZED	193741672	Refund Generated due to adjustment on BL #0070507657-2022-	Military	09/26/2023	8/27/2023 12:45:22 PM	1843	Tax	(\$220.71)	\$0.00	(\$220.71)
BEYTON, BENJAMIN WILSON III	BEYTON, BENJAMIN WILSON III		507 HORSESHOE RD		SOUTH MILLS, NC 27576	Adjustment >= \$100	0088473414	TUF1754	AUTHORIZED	192788012	Refund Generated due to adjustment on BL #0088473414-2022-	Military	09/07/2023	9/8/2023 9:52:19 AM	1843	Tax	(\$226.16)	\$0.00	(\$226.16)
HUNTER, CHRISTOPHER RYAN	HUNTER, CHRISTOPHER RYAN	HUNTER, KASSANDRA LYNN	167 PUDDING RIDGE RD		SOUTH MILLS, NC 27576	Adjustment >= \$100	0072964273	JLMBN63	AUTHORIZED	192721952	Refund Generated due to adjustment on BL #0072964273-2022-	Military	09/06/2023	9/8/2023 9:52:19 AM	1843	Tax	(\$103.97)	\$0.00	(\$103.97)
MANGLONA, ERICA ANN	MANGLONA, ERICA ANN	MANGLONA, ANTHONY PANGELMAN JR	131 MILL RUN LOOP		SOUTH MILLS, NC 27576	Provision	0066591648	JKE2448	AUTHORIZED	193377776	Refund Generated due to provision on BL #0066591648-2022-	Tag Surrender	09/19/2023	9/22/2023 6:52:00 AM	1843	Tax	(\$107.13)	\$0.00	(\$107.13)
SPENCE, LINDAKA LESHELLE	SPENCE, LINDAKA LESHELLE		107 TURNERS LN		CAMDEN, NC 27921	Provision	0070564604	KCT4785	AUTHORIZED	193741852	Refund Generated due to provision on BL #0070564604-2022-	Tag Surrender	09/28/2023	9/27/2023 12:40:40 PM	1843	Tax	(\$175.83)	\$0.00	(\$175.83)

Submitted by Lisa S. Anderson Date 10-10-23  
 Lisa S. Anderson, Tax Administrator Camden County

Approved by Tiffany White Date 11-6-23  
 Tiffany White, Chair Camden County Board of Commissioners

G. JCPC Contractor Agreement

**Independent Contractor Agreement**

This Agreement entered into this 28<sup>th</sup> day of September, 2023, by and between the Camden County Manager ("Camden County"), and Rick Lyle ("Contractor").

In consideration of their mutual promises made herein, and for other good and valuable consideration, the parties hereby agree as follows:

**1. Scope of Work.**

(a) Camden County engages the Contractor to furnish the work described in the Schedule attached to this Agreement at the times specified in the Schedule, and the Contractor agrees to furnish the work at the times specified in the Schedule.

(b) Contractor acknowledges that by prior knowledge and examination, Contractor understands the nature of the work, the environment, and the difficulties that may be incident to performing the Services.

(c) Contractor warrants that all Services under this Agreement shall be performed and completed in a safe, good and skillful manner by fully trained, skilled, competent and experienced personnel utilizing adequate equipment in good working order at all times.

(d) Contractor shall not employ in any work for Camden County any employee who is a minor or whose employment violates any labor, employment or other applicable laws.

**2. Price and Payment.**

Camden County agrees to pay the Contractor in accordance with the price and payment terms set forth in the Schedule attached to this Agreement, and the Contractor agrees to accept such amounts as full payment for its work and to sign such waivers of lien, affidavits and receipts as Camden County shall request in order to acknowledge payment.

**3. Independent Contractor Relationship.**

The Contractor is and at all times shall conduct itself as an independent contractor, and Contractor is not and shall not be considered or hold itself out or act as an employee, servant, agent, partner, or party in a joint venture with Camden County. Camden County shall determine the work to be done by the Contractor, but the Contractor shall determine the means by which to accomplish the work specified by Camden County. Camden County is

not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any, payments that it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of Camden County are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for Camden County.

**4. Term.**

This Agreement is effective as of the date signed by both parties and shall continue in effect for a period of time specified to complete the project that is the subject of this Agreement and not to exceed the next ensuing June 30<sup>th</sup>, or until cancelled by either party upon not less than thirty (30) days written notice to the other party.

**5. Miscellaneous.**

(a) If any terms of this Agreement shall be declared invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such provision had never been contained herein.

(b) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement between the parties.

(c) This Agreement may be amended only by a written instrument signed by both parties' contracting authority.

Attachment: bocminutes\_110623 (BOC Meeting Minutes)

<p>IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.</p> <p>Camden County Manager</p> <p>By: <u><i>EJS</i></u> County Manager</p> <p>This instrument has been provided in the manner required by the Local Government Budget and Fiscal Control Act.</p> <p><u><i>Stephanie B. Jackson</i></u> Signature of Fiscal Officer</p>	<p><b>SCHEDULE TO INDEPENDENT CONTRACTOR AGREEMENT</b></p> <p>A. SERVICES AND SCOPE OF WORK:</p> <p>1. Description of Services, Materials and Other Items Supplied by Contractor: Serve as advisor for teen court program. Recruit and train student volunteers. Oversee trials as they occur. Minimum of one meeting per month with student volunteers.</p> <p>2. Geographic Areas: Camden County, North Carolina</p> <p>B. PRICE OR RATES AND PAYMENT TERMS FOR SERVICES: \$750</p> <p>C. ADDITIONAL PROVISIONS:</p>
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H. Records Retention: Program Records Schedule

<p><b>Program Records Schedule:</b> <b>Local Government Agencies</b></p> <p>The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the <b>2021 Program Records Schedule: Local Government Agencies</b>:</p> <p>10. Airport Authority Records 11. Animal Services Records 12. Code Enforcement and Inspection Records 13. Emergency Medical Services and Fire Department Records 14. Parks and Recreation Records 15. Planning and Regulation of Development Records 16. Public Housing Authorities, Redevelopment Commissions, and Entitlement Communities Records 17. Public Transportation Systems Records 18. Public Utilities and Environmental/Waste Management Records 19. Street Maintenance, Public Works, and Engineering Records 20. Law Enforcement Records (excluding Sheriff's Office) 21. Tax Records (for municipalities)</p> <p>In accordance with the provisions of Chapters 221 and 132 of the General Statutes of North Carolina, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.</p> <p><b>Destructions</b> N.C. Gen. Stat. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states: "(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways: 1. burned, unless prohibited by local ordinance; 2. shredded, or torn up so as to destroy the record content of the documents or material concerned; 3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or 4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed. (b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked to the data and metadata may not be practicably reconstructed. (c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means." All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.</p> <p>2021 Program Records Schedule: Local Government Agencies i</p>	<p><b>Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.</b></p> <p><b>Audits and Litigation Actions</b> Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.</p> <p><b>Electronic Records</b> All local government agencies and the Department of Natural and Cultural Resources concur that the long term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.</p> <p>Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, N.C. Gen. Stat. § 132-6.1(a) specifies: "Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of restoring copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software." Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.</p> <p><b>Reference Copies</b> All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "reference value ends." All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "destroy when reference value ends."</p> <p><b>Record Copy</b> A record copy is defined as "the single copy of a document, often the original, that is designated as the official copy for reference and preservation."<sup>1</sup> The record copy is the one whose retention and disposition is mandated by these schedules; all additional copies are considered reference or excess copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social</p> <p><sup>1</sup> Society of American Archivists, Dictionary of Archives Terminology.</p> <p>2021 Program Records Schedule: Local Government Agencies ii</p>
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Attachment: bocminutes\_110623 (BOC Meeting Minutes)

<p>media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.</p> <p><b>Transitory Records</b> Transitory records are defined as "record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use."<sup>1</sup></p> <p>North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called <u>transitory records</u>. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DANC's records analyst.</p> <p>Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, "while you were out" slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been received.</p> <p>Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:</p> <ul style="list-style-type: none"> <li>• Drafts and working papers for internal and external policies</li> <li>• Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;</li> <li>• Drafts and working papers for internal, non-policy-level documents, such as internal workflows and memos; and</li> <li>• Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.</li> </ul> <p>Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary's seal), they must be retained according to the disposition instructions for the records series encompassing the forms' function.</p> <p>It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. These schedules supersede previous versions of these schedules and any localized amendments; they are to remain in effect from the date of approval until they are reviewed and updated.</p> <p><sup>1</sup> Ibid.</p> <p>2021 Program Records Schedule: Local Government Agencies</p>	<p style="text-align: center;">APPROVAL RECOMMENDED</p> <p><i>Karen M. Davis</i> Municipal/County Clerk or Manager Title: <u>County Clerk</u></p> <p><i>Sarah E. Koons</i> Sarah E. Koons, Director Division of Archives and Records</p> <p style="text-align: center;">APPROVED</p> <p><i>D. Reid Wilson</i> D. Reid Wilson, Secretary Department of Natural and Cultural Resources</p> <p>County/Municipality: <u>County of Camden</u></p> <p style="text-align: center;">Effective: October 1, 2021</p> <p style="text-align: center;">2021 Program Records Schedule: Local Government Agencies</p>
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### Motion to approve the Consent Agenda as presented.

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Troy Leary
<b>AYES:</b>	Tiffany White, Ross Munro, Randy Krainiak, Troy Leary, Sissy Aydtlett

### ITEM 9. COUNTY MANAGER'S REPORT

County Manager Erin Burke included the following in her report:

- Attended the following meetings:
  - Minister's Advisory Council
  - Tourism Development Authority
  - High School Steering Committee
  - EMS Board
  - Jail Board
  - Public Safety
  - JCPC Board
- EMS Leadership & Technical Interviews
- Broadband webinar and meeting with DIT Representative Jeff Brooks to discuss upcoming broadband grant opportunities.
- 343 South Widening Project Leadership Meeting
- Currituck Chamber of Commerce Economic Summit Meeting
- Strategic Planning Initiative
- Dismal Day
- Treasure Point PARTF Inspection Meeting
- North Carolina City & County Managers Fall Meeting – ECU
- ARHS State of Health Summit
- Tax & Water Departments Relocation
- Administration & Planning Renovation
- Halloween Trick-or-Treat Event
- Strategic Plan Initiative

**ITEM 10. COMMISSIONERS' REPORTS**

Commissioner Aydtlett

- EMS Director Interviews
- Elected to NCACC Board of Directors
- ARHS Health Summit
- Halloween Event – Appreciation to staff

Chair White

- ARHS Health Summit
- Albemarle Regional Health Event

Manager Burke noted that the Tax & Water Departments have moved to their new location in the Camden Medical Park. A night deposit box is available for after-hours payments.

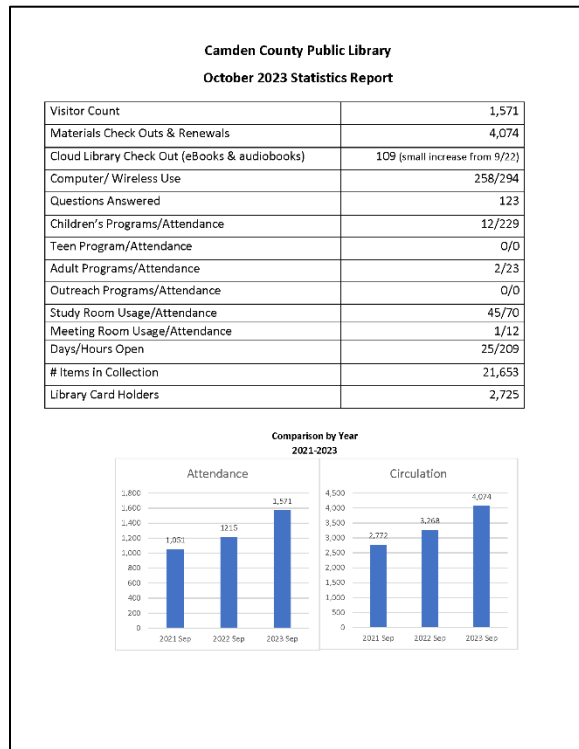
**ITEM 11. INFORMATION, REPORTS & MINUTES FROM OTHER AGENCIES****A. Register of Deeds Report**

Camden County Register of Deeds: Tammie Krauss September 2023 Daily Deposit										
DATE	NC CHILDREN'S TRUST	NC DOM. VIO. FUND	STATE REV. STAMPS	COUNTY REV. STAMPS	RETIREMENT	AUTO FUND	STATE TREASURY	ROD GENERAL	TOTAL	
9/1/2023	\$ 10.00	\$ 60.00	\$ 1,157.87	\$ 1,205.13	\$ 9.14	\$ 48.24	\$ 68.20	\$ 413.42	\$	2,972.00
9/5/2023	\$ -	\$ -	\$ -	\$ -	\$ 2.28	\$ 13.01	\$ 24.80	\$ 111.91	\$	152.00
9/6/2023	\$ -	\$ -	\$ 185.22	\$ 192.78	\$ 1.66	\$ 10.20	\$ 12.40	\$ 86.54	\$	488.80
9/7/2023	\$ 5.00	\$ 30.00	\$ 259.70	\$ 270.30	\$ 2.96	\$ 14.59	\$ 18.60	\$ 126.05	\$	727.20
9/8/2023	\$ -	\$ -	\$ -	\$ -	\$ 0.71	\$ 4.01	\$ 6.20	\$ 36.08	\$	47.00
9/11/2023	\$ 5.00	\$ 30.00	\$ 490.00	\$ 510.00	\$ 6.98	\$ 39.66	\$ 37.20	\$ 346.56	\$	1,465.40
9/12/2023	\$ -	\$ -	\$ -	\$ -	\$ 0.46	\$ 3.03	\$ -	\$ 27.11	\$	30.60
9/13/2023	\$ -	\$ -	\$ 754.60	\$ 785.40	\$ 4.96	\$ 30.99	\$ 31.00	\$ 263.25	\$	1,870.20
9/14/2023	\$ -	\$ -	\$ -	\$ -	\$ 0.96	\$ 6.20	\$ 6.20	\$ 50.64	\$	64.00
9/15/2023	\$ 5.00	\$ 30.00	\$ 1,644.93	\$ 1,712.07	\$ 5.31	\$ 27.44	\$ 49.60	\$ 236.65	\$	3,711.00
9/18/2023	\$ -	\$ -	\$ 169.54	\$ 176.46	\$ 7.58	\$ 47.46	\$ 24.80	\$ 425.16	\$	851.00
9/19/2023	\$ -	\$ -	\$ -	\$ -	\$ 1.25	\$ 7.58	\$ 6.20	\$ 67.97	\$	83.00
9/20/2023	\$ -	\$ -	\$ 1,905.61	\$ 1,983.39	\$ 6.36	\$ 38.76	\$ 55.80	\$ 323.08	\$	4,313.00
9/21/2023	\$ -	\$ -	\$ -	\$ -	\$ 0.18	\$ 1.21	\$ -	\$ 10.81	\$	12.20
9/22/2023	\$ 5.00	\$ 30.00	\$ -	\$ -	\$ 3.24	\$ 17.06	\$ 12.40	\$ 148.30	\$	216.00
9/25/2023	\$ -	\$ -	\$ 420.91	\$ 438.09	\$ 5.34	\$ 32.79	\$ 43.40	\$ 274.47	\$	1,215.00
9/26/2023	\$ -	\$ -	\$ 4.90	\$ 5.10	\$ 2.54	\$ 14.68	\$ 24.80	\$ 126.98	\$	179.00
9/27/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	0.00
9/28/2023	\$ 15.00	\$ 90.00	\$ 14.21	\$ 14.79	\$ 4.04	\$ 14.14	\$ 18.60	\$ 127.22	\$	298.00
9/29/2023	\$ 5.00	\$ 30.00	\$ -	\$ -	\$ 1.13	\$ 3.89	\$ -	\$ 34.98	\$	75.00
									\$	-
										0.00
										0.00
									\$	-
TOTAL	\$ 50.00	\$ 300.00	\$ 7,007.49	\$ 7,293.51	\$ 67.08	\$ 374.94	\$ 440.20	\$ 3,237.18	\$	18,770.40

Ledger Report Fee Distribution TAMMIE KRAUSS, REGISTER OF DEEDS Camden, NC Date Range From Friday, September 01, 2023 to Saturday, September 30, 2023	
Name	Amount
NC Children's Trust Fund	\$50.00
NC Domestic Violence Fund	\$300.00
State Revenue Stamp	\$7,007.49
County Revenue Stamp	\$7,293.51
Land Transfer Fee	\$0.00
Floodplain Map Fund	\$0.00
Supplemental Retirement	\$67.08
ROD Automation Fund	\$374.94
Dept Of Cultural Resources	\$0.00
Vital Records Fund	\$0.00
State General Fund	\$0.00
State Treasurer Amount	\$440.20
ROD General Fund	\$3,237.18
Total Distribution For Period	\$18,770.40
Cash Total	\$611.80
Check Total	\$4,626.60
Pay Account Total	\$481.00
ACH Total	\$13,051.00
Escrow Account Total	\$0.00
Overpayment Total	\$0.00
Total Deposit For Period	\$18,770.40

Attachment: bocminutes\_110623 (BOC Meeting Minutes)

## B. Library Report



## C. New High School Project Status Report

**MOSELEYARCHITECTS**

**PROJECT STATUS REPORT: NOVEMBER 2023**  
 New Camden County High School  
 Camden County, NC

*M. B. Kahn has prepared this Monthly Project Status Report to provide the Camden County Board of Education and Board of Commissioners an update regarding the New Camden County High School project. This report is intended to show the progress made on the project to date and prepare you for the "next steps" as we continue moving forward.*

**PROJECT STAKEHOLDERS:**

**Camden County Board of Commissioners**  
 Tiffany White, Chair  
 Ross Munro, Vice Chair  
 Stacy Aydtlett, Commissioner  
 Randy Kratnick, Commissioner  
 Troy Leary, Commissioner  
  
**Camden County Manager**  
 Erin Burke, County Manager

**Camden County Board of Education**  
 Dr. Jason Banks, Chair  
 Chris Parcell, Vice Chair  
 Kevin Heath, Board Member  
 Magen O'Neal, Board Member  
 Christian Overton, Board Member  
  
**Camden County Schools Superintendent**  
 Dr. Michael Bracy, Superintendent

**PROJECT STATUS SUMMARY:**

During the month of October, the Design-Build team, M. B. Kahn and Mosley Architects continued in the design development phase of the project. Input received during the programming meetings held in October are being incorporated into the design. A follow-up meeting will be scheduled during the month of December.

The Phase 1 ESA was approved by USDA. A proposal for the updates to the Environmental Assessment was provided to the County and it is anticipated these efforts will take approximately 45 days.

A steering committee meeting was held on October 10th, 2023 to update representatives from the Board of Commissioners, Board of Education, and County and District staff. The next steering committee meeting is scheduled for Tuesday, December 12th, 2023 at 3:30pm (virtual).

Over the next month, the team will continue with the design phase and with preparing necessary documentation for the USDA loan. The FAR has been completed and submitted to the USDA.

Page 1 of 2

**MOSELEYARCHITECTS**

**PROJECT STATUS REPORT: NOVEMBER 2023**  
 New Camden County High School  
 Camden County, NC

**PROJECT MILESTONES:**

Programming and Planning	100%
Design Phase	40%
• Conceptual / Schematic Design	100%
• Design Development	75%
↳ Progress Estimate – anticipated in November 2023	
• Construction Documents	0%
↳ 90% Estimate – anticipated in March 2024	
Procurement	0%
Construction Phase	0%

**PROJECT FINANCIAL STATUS:**

Funding Source:	NC HISTORIC Grant	USDA Loan	Total Project
Budget:	\$50,000,000	\$30,000,000	\$80,000,000
Billed to Date:	\$3,976,205	\$0.00	\$3,976,205
Remaining Budget:	\$46,023,795	\$30,000,000	\$76,023,795

**NEXT STEPS:**

- Continue the design development phase (follow-up programming meeting TBD)
- Steering committee meeting on Tuesday, December 12, 2023 at 3:30pm (virtual)
- Complete the Environmental Assessment (EA) Updates
- Continue preparing and submitting documentation for the USDA loan
- Continue developing procurement documents and information

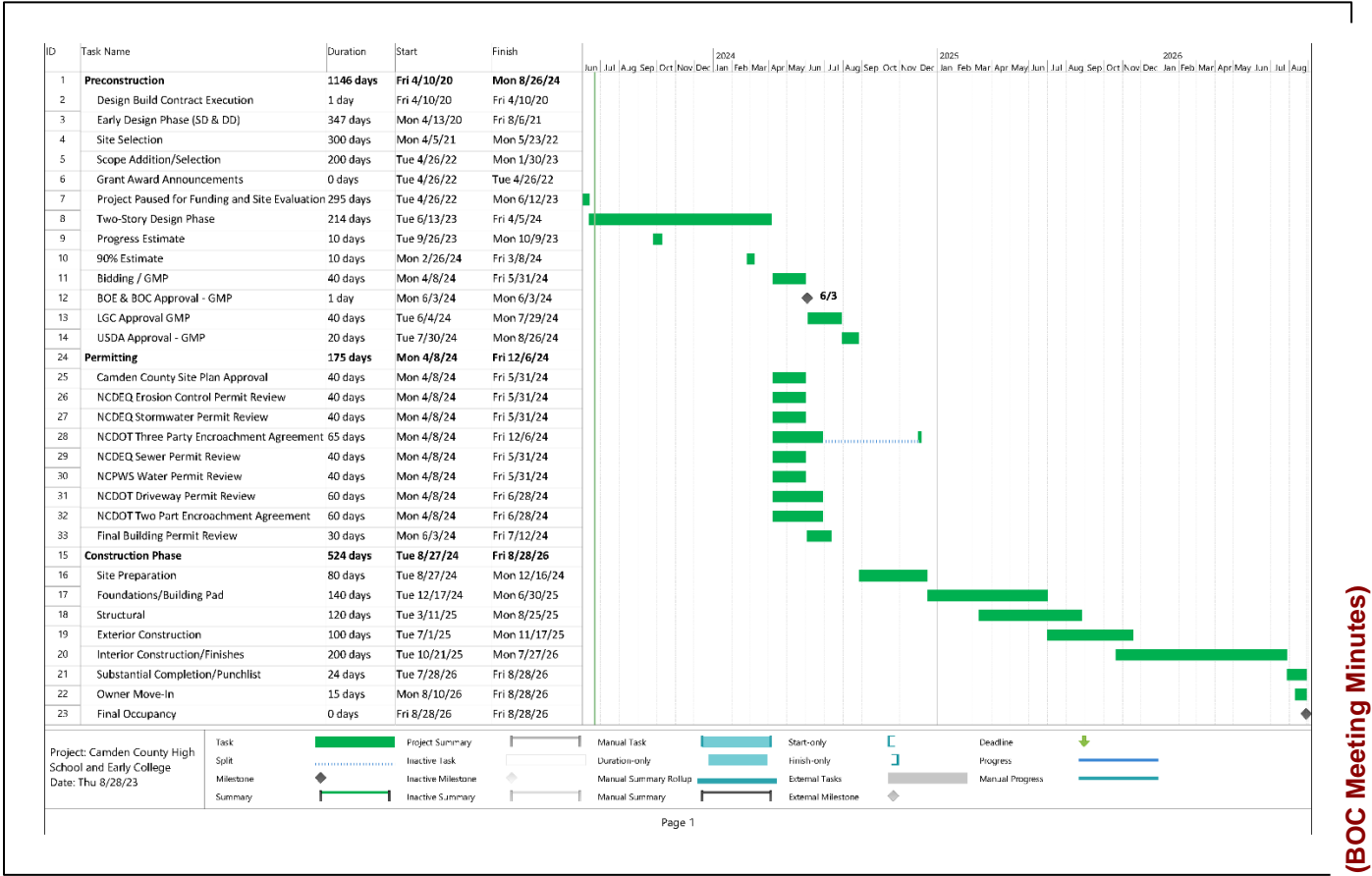
**PROJECT PHOTOS:**

See the Project Website: <https://www.ccshsproject.com/>

**ATTACHMENTS:**

- Management Schedule

Page 2 of 2



**ITEM 12. OTHER MATTERS**

None.

**ITEM 13. ADJOURN**

There being no further matters for discussion Chair White adjourned the meeting at 8:01 PM.

Attachment: bocminutes\_110623 (BOC Meeting Minutes)



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

**Consent Agenda**

**Item Number:** 9.B

**Meeting Date:** December 04, 2023

**Submitted By:** Stephanie Jackson,  
Finance  
Prepared by: Stephanie Jackson

**Item Title** **Budget Amendments**

**Attachments:** 23-24 BA 018 Increase to Library Salaries for Rachel  
Bryant(DOC)  
23-24 BA 019 Increase to Professional Services for  
Well & Wastewater Lines  
(DOC)  
23-24 BA 020 Stormwater Escrow (DOC)



2023-24-BA018

**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, 2024.

**Section 1. To amend the General Fund as follows:**

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10399400-439900	Fund Balance Appropriated	\$3139	
<b>Expenses</b>			
106110-502000	Salaries	2500	
106110-505000	FICA	191	
106110-507000	Retirement	323	
106110-507100	401(k) Retirement	125	

**This Budget Amendment is made to appropriate funds from Fund Balance Appropriated to increase the Salaries and benefits expense line**

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 4<sup>th</sup> day of December, 2023.**

\_\_\_\_\_  
Clerk to Board of Commissioners

\_\_\_\_\_  
Chair, Board of Commissioners

Attachment: 23-24 BA 018 Increase to Library Salaries for Rachel Bryant (Budget Amendments)

2023-24-BA019

**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, 2024.

**Section 1. To amend the General Fund as follows:**

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10399400-439900	Fund Balance Appropriated	\$2,140,474	
<b>Expenses</b>			
105450-504004	Professional Services	2,140,474	

**This Budget Amendment is made to appropriate funds from Fund Balance Appropriated to increase the Professional Services expense line for the well and wastewater lines.**

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 4<sup>th</sup> day of December, 2023.**

\_\_\_\_\_  
Clerk to Board of Commissioners

\_\_\_\_\_  
Chair, Board of Commissioners

Attachment: 23-24 BA 019 Increase to Professional Services for Well & Wastewater Lines (Budget Amendments)

2023-24-BA020

**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, 2024.

**Section 1. To amend the General Fund as follows:**

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
10340490-435001	Stormwater Fees	\$28,418.25	
Expenses			
104900-503200	Stormwater Escrow	28,418.25	

**This Budget Amendment is made to appropriate funds from Stormwater Revenues to the Miscellaneous expense line.**

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 4<sup>th</sup> day of December, 2023.**

\_\_\_\_\_  
Clerk to Board of Commissioners

\_\_\_\_\_  
Chair, Board of Commissioners

Attachment: 23-24 BA 020 Stormwater Escrow (Budget Amendments)



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 9.C

**Meeting Date:** December 04, 2023

**Submitted By:** Lisa Anderson, Tax Administrator  
Taxes  
Prepared by: Karen Davis

**Item Title** **Pickups, Releases & Refunds**

**Attachments:** Pickups, Releases & Refunds (PDF)

NAME	REASON	NO.
Caleb Reh Whitmire	Turned in Plates -Total Loss - Refund	Pick-up/23537
	\$179.22	69754920
Sprint Wireless	Should have been deleted - Release	Pick-up/23541
	\$399.67	U-168163-2023
Suzanne Cuthrell Berry	Roll back taxes - Pick-up	Pick-up/23544
	\$142.69	R-126108-2020
		R-133537-2021
		R-155654-2022
		R-163148-2023
Tommy Ba Dao	Over assesed,double wide, not a modular-Refund	Pick-up/23545
	\$460.11	R-165887-2023
Trevor Juwan Carr	Turned in Plates - Refund	Pick-up/23547
	\$111.34	67155825
Damon A. Frazier	Correction - house on wrong parcel - Adjustment	Pick-up/23550
	\$4,461.73	R-166097-2023
Damon A. Frazier	Correction - house on wrong parcel - Adjustment	Pick-up/23551
	\$2,946.24	R-166096-2023
Christine Marie Vestal	Turned in Plates - Refund	Pick-up/23552
	\$158.03	66823505
John James Gordon	Houe unlivable per Robert - Adjustment	Pick-up/23565
	\$497.57	R-161306-2023
Camden Square Associates	Value Adjustment Per Army Corp Engineer's report	Pick-up/23566
	\$526.25	R-160919-2023

Attachment: Pickups, Releases &amp; Refunds (Pickups, Releases &amp; Refunds)



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 9.D  
**Meeting Date:** December 04, 2023  
**Submitted By:** Teri Smith,  
Taxes  
Prepared by: Teri Smith

**Item Title** Refunds Over \$100.00

**Attachments:** Refunds Over \$100 (PDF)

**Summary:** Refunds Over \$100.00 November, 2023

**Recommendation:** Review and Approve



## REFUNDS OVER \$100.00

ACS Tax System  
11/27/23 9:44:18

Refunds to be Issued by Finance Office

CAMDEN COUNTY

Page 1

Refund\$	Remit To:	Reference:	Drawer/Transaction Info:
106.96	CORELOGIC CENTRALIZED REFUNDS P.O. BOX 9202 COPPELL TX 750199760	2023 R 01-7071-00-83-2804.0000	20231108 2 276384
4,598.72	CORELOGIC CENTRALIZED REFUNDS PO BOX 9202 COPPELL TX 750199760	2023 R 03 8952 02 55 0323.0000 OVERPAYMENT- R-165849-2023	20231115 2 276513
100.00	CORELOGIC CENTRALIZED REFUNDS PO BOX 9202 COPPELL TX 750199760	2023 R-161369 AND R-164177 OVERPAYMENT - SEPTIC FEES	20231117 2 276571
2,181.15	CORELOGIC CENTRALIZED REFUNDS PO BOX 9202 COPPELL TX 750199760	2023 R 03 8953 03 13 9744 0000 OVERPAYMENT - R-166004-2023	20231115 2 276518
7,493.48	LERETA, LLC-ATT:CENTRAL REFUNDS 901 CORPORATE CENTER DRIVE POMONA CA 91798	2023 - PLEASE SEE SUMMARY OVERPAYMENT-R-161267/R-165917	20231117 2 276597
2,895.51	WELLS FARGO REAL ESTATE TAX ATTN:REFUNDS- P.O. BOX 14506 DES MOINES IA 503069395	03-8943-30-26-5770-0000 OVERPAYMENT - R-0167396-2023	20231103 2 276276
17,375.82	Total Refunds		

\*\*\*

Submitted by

Lisa S. Anderson

Date

11-27-23

Lisa S. Anderson, Tax Administrator Camden County

Approved by

Date

Tiffney White, Chair Camden County Board of Commissioners

Attachment: Refunds Over \$100 (Refunds Over \$100.00)

## REFUNDS OVER \$100.00

ACS Tax System  
11/27/23 14:34:21

Refunds to be Issued by Finance Office

CAMDEN COUNTY

Page 1

Refund\$	Remit To:	Reference:	Drawer/Transaction Info:
460.11	DAO, TOMMY BA 183 VERBENA DRIVE CLAYTON NC 27520	2023 R 03-8889-00-97-8243.0000 OVERPAID R165887/2023	20231127 99 276711
497.57	GORDON, JOHN JAMES 168 SHARON CHURCH ROAD SOUTH MILLS NC 27976	2023 R 01-7091-00-01-2802.0000 VALUE CORRECTION R161306/2023	20231127 99 276713
957.68	Total Refunds		

\*\*\*

Submitted by Lisa S. Anderson Date 11-27-23  
Lisa S. Anderson, Tax Administrator Camden County

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
Tiffney White, Chair Camden County Board of Commissioners

Attachment: Refunds Over \$100 (Refunds Over \$100.00)



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

<b>Item Number:</b>	9.E
<b>Meeting Date:</b>	December 04, 2023
<b>Submitted By:</b>	Lisa Anderson, Tax Administrator Taxes Prepared by: Karen Davis
<b>Item Title</b>	<b>Tax Collection Report</b>
<b>Attachments:</b>	Tax Collection Report (PDF)

# Tax Collection Report

## OCTOBER 2023

Day	Amount	Amount	Name of Account	Deposits	Simplify - 23	PSN - 69
	\$	\$	\$	\$	\$	\$
2	36,943.78		Refund - \$0.48	36,943.78		
3	30,090.58			30,090.58		
4	5,668.11		PSN -and Debt Set-off - \$50.38			5,668.11
	30,085.30		Refund - \$1.10	30,085.30		
5	5,141.74			5,141.74		
6	16,476.95			16,476.95		
9	22,013.24		Refund - \$1.91			22,013.24
	27,674.25			27,674.25		
10	55,504.57			55,504.57		
11	4,561.72			4,561.72		
12	18,077.54		Simplify 23		18,077.54	
	2,622.20					2,622.20
	23,651.01			23,651.01		
13	10,975.85		Refund - \$47.21	10,975.85		
	6,415.11		Simplify 23 - Refund - \$93.58		6,415.11	
16	25,136.34			25,136.34		
17	2,750.46		PSN - Refund - \$0.56			2,750.46
	21,710.08			21,710.08		
18	12,657.36		Refund - \$1.09	12,657.36		
19	34,848.66			34,848.66		
20	10,644.01			10,644.01		
23	5,989.00		Simplify 23		5,989.00	
	6,970.76		PSN			6,970.76
	17,741.60			17,741.60		
24	15,284.29		Refund - \$629.66 - Drawer 99	15,284.29		
25	145,054.23			145,054.23		
	4,869.74					4,869.74
26	14,715.82		Refund - \$0.01	14,715.82		
27 & 30	37,951.77			37,951.77		
	30,396.77		Simplify 23		30,396.77	
31	6,515.15					6,515.15
	14,120.61		Simplify 23 - Refund - \$11.22		14,120.61	
	11,007.12			11,007.12		
	2,671.09			2,671.09		
				-		
				-		
Totals Collections	\$ 716,936.81			\$ 590,528.12	\$ 74,999.03	\$ 51,409.66
Total Bank Deposits	\$ 716,936.81			\$ 716,936.81		
Land Transfer/PSN						
Refund	\$ (786.82)		PSN Check fees - \$35.20-- for info only, fees were paid to PSN			
Over	\$ -					
Short	\$ -					
Other adjustment	\$ (0.01)					
NET TOTAL	\$ 716,149.98					

Submitted by: Kira S. Anderson Date: 11-20-23

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

**Item Number:** 9.F  
**Meeting Date:** December 04, 2023

**Submitted By:** Teri Smith,  
Taxes  
Prepared by: Teri Smith

**Item Title** Vehicle Refunds Over \$100.00

**Attachments:** REFUNDS OVER \$100.00 OCTOBER, 23 (PDF)

**Summary:** Vehicle Refunds Over \$100.00 October, 2023

**Recommendation:** Review and Approve

# REFUNDS OVER \$100.00



## North Carolina Vehicle Tax System

### NCVTS Pending Refund report

REFUNDS OVER \$100.00 Oct, 23

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
CRABTREE, JACQUELINE E CARR	CRABTREE, JACQUELINE CARR		305 JAPONICA DR	CAMDEN, NC 27921	Proration	0071796515	0BX6212C	AUTHORIZED	194893900	Refund Generated due to proration on Bill #0071796515-2022-	Tag Surrender	10/18/2023	10/18/2023 10:31:18 AM	1843	Tax	(\$263.25)	\$0.00	(\$263.25)
														2	Tax	(\$3.02)	\$0.00	(\$3.02)
																	Refund	\$266.27
MCCOY, LLOYD TAYLOR	MCCOY, LLOYD TAYLOR		355 OLD SWAMP RD	SOUTH MILLS, NC 27976	Proration	0054234921	TAS5763	AUTHORIZED	194893866	Refund Generated due to proration on Bill #0054234921-2022-	Tag Surrender	10/16/2023	10/18/2023 10:31:18 AM	1843	Tax	(\$135.91)	\$0.00	(\$135.91)
														1	Tax	(\$1.56)	\$0.00	(\$1.56)
																	Refund	\$137.47
MORRISSEY PROPERTY SERVICES LLC	MORRISSEY PROPERTY SERVICES LLC		167 BILLETTS BRIDGE RD	CAMDEN, NC 27921	Proration	0061577928	YA148072	AUTHORIZED	195240812	Refund Generated due to proration on Bill #0061577928-2022-2022-0000-00	Tag Surrender	10/24/2023	10/25/2023 9:34:23 AM	1843	Tax	(\$630.14)	\$0.00	(\$630.14)
														2	Tax	(\$7.24)	\$0.00	(\$7.24)
																	Refund	\$637.38
SCHNEIDER, THOMAS JEFFREY	SCHNEIDER, THOMAS JEFFREY	SCHNEIDER, MARY ANNE	102 PINWOOD DR	CAMDEN, NC 27921	Proration	0073524178	REZ8952	AUTHORIZED	194893882	Refund Generated due to proration on Bill #0073524178-2023-	Tag Surrender	10/16/2023	10/18/2023 10:31:18 AM	1843	Tax	(\$376.67)	\$0.00	(\$376.67)
														2	Tax	(\$5.16)	\$0.00	(\$5.16)
																	Refund	\$381.83
WHITMIRE, CALEB REH	WHITMIRE, CALEB REH	GUYNN, JORDAN LEIGHANN	251 BINGHAM RD	SOUTH MILLS, NC 27976	Proration	0069754920	KDK9078	AUTHORIZED	195633112	Refund Generated due to proration on Bill #0069754920-2022-	Vehicle Totalled	10/31/2023	11/2/2023 12:37:33 PM	1843	Tax	(\$177.18)	\$0.00	(\$177.18)
														1	Tax	(\$2.04)	\$0.00	(\$2.04)
																	Refund	\$179.22

Submitted by Lisa S. Anderson Date 11-21-23  
 Lisa S. Anderson, Tax Administrator Camden County

Approved by \_\_\_\_\_ Date \_\_\_\_\_  
 Tiffney White, Chair Camden County Board of Commissioners





**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Consent Agenda**

<b>Item Number:</b>	9.G
<b>Meeting Date:</b>	December 04, 2023
<b>Submitted By:</b>	Stephanie Jackson, Finance Prepared by: Karen Davis
<b>Item Title</b>	<b>2024-2025 Annual Budget &amp; CIP Calendar</b>
<b>Attachments:</b>	Approved Calendar FY24-25      (DOCX)

**CAMDEN COUNTY FISCAL YEAR 2024-2025  
ANNUAL BUDGET & CIP CALENDAR**

<b>DATE</b>	<b>PROCEDURE</b>	<b>ACTION BY</b>
January 19	Budget Officer & Finance Officer meet at 9 am to discuss this year's priorities	County Manager Finance Officer
February 16	Board of Commissioner's Retreat to discuss this year's priorities	Budget & Finance Officer Bd. Of Commissioners
Week of Feb 19	Budget Workbooks Available for Department Heads and County Agencies to pick up	County Manager Finance Officer
March 8	All 2024-2028 Capital Improvement Plan (CIP) requests are due to County Manager's Office	Department Heads Bd. Of Education
March 22	Deadline to submit New Position Requests and Other Position Changes for FY24-25 to Personnel & Finance Office	Department Heads
March 22	All Final Budget Requests from County Departments, Fire Districts and Non-County Organizations due in Manager's office by 5:00 P.M. (G.S. 159-10)	Department Heads, Fire Districts & Non-County Organizations
April 3-5	County Manager & Finance Officer to meet with Department Heads if needed	County Manager Department Heads
April 4	Estimated Tax Valuation Due	Tax Administrator
April 10	Budget, Finance & CIP Work Session, 1 pm (Library)	County Manager Bd of Commissioners Tax Administrator
April 10	Revenue Estimates Due	Finance Officer
April 19	Camden County Board of Education's Final Proposed Budget due to County Manager	School Board
April 19	Compile Budget Requests & deliver to County Manager	Finance Officer
April 22-23	Review and Analyze Budget Requests	County Manager
April 24	Budget Meeting, 9 am	County Manager Finance Officer

**Attachment: Approved Calendar FY24-25 (2024-2025 Annual Budget & CIP Calendar)**

**CAMDEN COUNTY FISCAL YEAR 2024-2025  
ANNUAL BUDGET & CIP CALENDAR**

<b>DATE</b>	<b>PROCEDURE</b>	<b>ACTION BY</b>
April 25 - May 3	Compile Budget Document & Budget Message for presentation to Commissioners	County Manager Finance Officer
May 6	Set Public Hearing on Budget (G. S. 159-12(A)) & Public Hearing on CIP (Not statutorily required)	Clerk to Board
May 7	Budget Work Session (Library, 1 pm)	Board of County Commissioners
May 8	Review Budget Requests with Department Heads as requested by Budget Officer	County Manager Finance Officer
May 17	Budget & CIP Available to BOC/Public Advertise Budget & CIP available to Public (Publication date: May 17)	County Manager Clerk to Board
June 3	Public hearing(s) on FY 24-25 Budget (& CIP) (7pm)	Board of County Commissioners
June 3	Consideration of Budget Ordinance (G.S. 159-13:A) & Consideration of CIP (7pm)	Board of County Commissioners
June 10	Adoption of Budget Ordinance & Adoption of CIP if not approved June 3 (7pm)	Board of County Commissioners
June 17	Special Meeting to adopt budget if needed	Board of County Commissioners
June 24	File Copies of Adopted Budget with County Finance Officer and Clerk (G.S. 159-13(d))	Budget Officer

Attachment: Approved Calendar FY24-25 (2024-2025 Annual Budget & CIP Calendar)



**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Information, Reports & Minutes from Other Agencies**

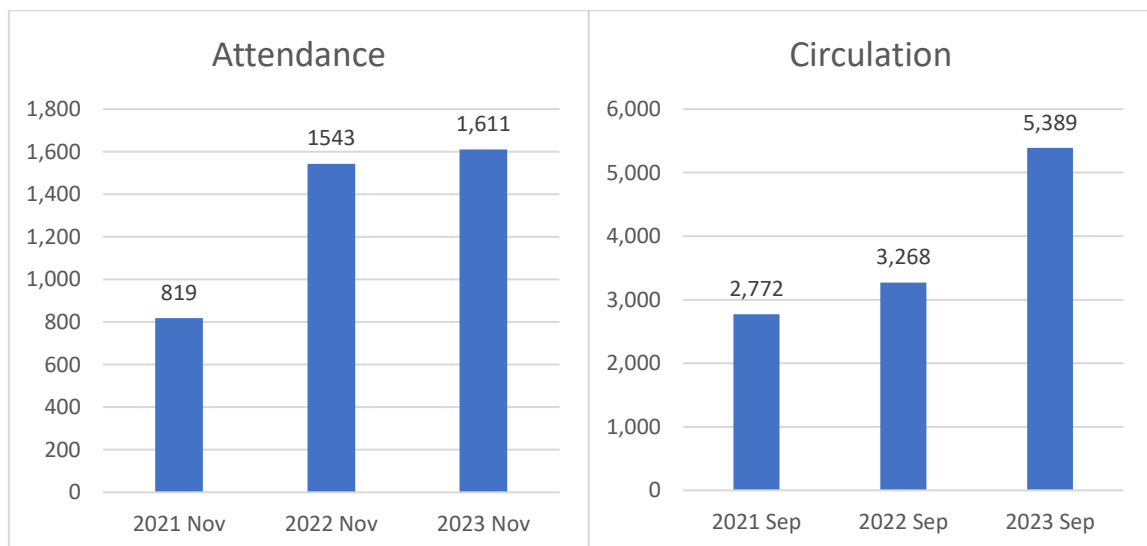
<b>Item Number:</b>	12.A
<b>Meeting Date:</b>	December 04, 2023
<b>Submitted By:</b>	Rodney Wooten, Library
<b>Item Title</b>	<b>Library Report 11/2023</b>
<b>Attachments:</b>	23-11 (DOCX)

## Camden County Public Library

### November 2023 Statistics Report

Visitor Count	1,675
Materials Check Outs & Renewals	4,174
Cloud Library Check Out (eBooks & audiobooks)	119 (small increase from 10/22)
Computer/ Wireless Use	268/290
Questions Answered	133
Children's Programs/Attendance	12/250
Teen Program/Attendance	2/10
Adult Programs/Attendance	2/23
Outreach Programs/Attendance	2/50
Study Room Usage/Attendance	43/60
Meeting Room Usage/Attendance	1/12
Days/Hours Open	21/186
# Items in Collection	21,723
Library Card Holders	2,755

**Comparison by Year**  
**2021-2023**





**Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Information, Reports & Minutes from Other Agencies**

<b>Item Number:</b>	12.B
<b>Meeting Date:</b>	December 04, 2023
<b>Submitted By:</b>	Karen Davis, Clerk to the Board Board of Commissioners Prepared by: Karen Davis
<b>Item Title</b>	<b>Register of Deeds</b>
<b>Attachments:</b>	Register of Deeds Report (PDF)



Camden County Register of Deeds: Tammie Krauss  
October 2023 Daily Deposit

DATE	NC CHILDREN TRUST	NC DOM. VIO. FUND	STATE REV. STAMPS	COUNTY REV. STAMPS	RETIREMENT	AUTO FUND	STATE TREASURY	ROD GENERAL	TOTAL
10/2/2023	\$ -	\$ -	\$ 78.40	\$ 81.60	\$ 4.83	\$ 27.78	\$ 49.60	\$ 239.79	\$ 482.00
10/3/2023	\$ -	\$ -	\$ -	\$ -	\$ 2.06	\$ 12.15	\$ 18.60	\$ 104.19	\$ 137.00
10/4/2023	\$ -	\$ -	\$ -	\$ -	\$ 1.14	\$ 6.89	\$ 6.20	\$ 61.77	\$ 76.00
10/5/2023	\$ -	\$ -	\$ 78.40	\$ 81.60	\$ 3.81	\$ 20.69	\$ 43.40	\$ 186.10	\$ 414.00
10/6/2023	\$ 10.00	\$ 60.00	\$ 468.44	\$ 487.56	\$ 5.37	\$ 27.34	\$ 24.80	\$ 230.49	\$ 1,314.00
10/9/2023	\$ -	\$ -	\$ -	\$ -	\$ 1.57	\$ 9.01	\$ 12.40	\$ 81.02	\$ 104.00
10/10/2023	\$ 5.00	\$ 30.00	\$ 533.12	\$ 554.88	\$ 6.60	\$ 36.98	\$ 31.00	\$ 327.42	\$ 1,525.00
10/11/2023	\$ -	\$ -	\$ 357.21	\$ 371.79	\$ 2.84	\$ 16.03	\$ 31.00	\$ 139.13	\$ 918.00
10/12/2023	\$ -	\$ -	\$ 357.70	\$ 372.30	\$ 4.05	\$ 22.79	\$ 43.40	\$ 199.76	\$ 1,000.00
10/13/2023	\$ 5.00	\$ 30.00	\$ -	\$ -	\$ 0.90	\$ 2.41	\$ -	\$ 21.69	\$ 60.00
10/16/2023	\$ 5.00	\$ 30.00	\$ -	\$ -	\$ 1.20	\$ 4.39	\$ -	\$ 39.41	\$ 80.00
10/17/2023	\$ -	\$ -	\$ 78.89	\$ 82.11	\$ 2.43	\$ 13.48	\$ 24.80	\$ 121.29	\$ 323.00
10/18/2023	\$ -	\$ -	\$ -	\$ -	\$ 2.34	\$ 14.04	\$ 18.60	\$ 121.02	\$ 156.00
10/19/2023	\$ -	\$ -	\$ 702.17	\$ 730.83	\$ 5.70	\$ 32.91	\$ 55.80	\$ 285.59	\$ 1,813.00
10/20/2023	\$ -	\$ -	\$ -	\$ -	\$ 2.13	\$ 12.02	\$ 24.80	\$ 103.05	\$ 142.00
10/23/2023	\$ -	\$ -	\$ 186.20	\$ 193.80	\$ 2.25	\$ 11.68	\$ 31.00	\$ 105.07	\$ 530.00
10/24/2023	\$ -	\$ -	\$ -	\$ -	\$ 2.10	\$ 13.57	\$ 12.40	\$ 111.73	\$ 139.80
10/25/2023	\$ -	\$ -	\$ 2,786.14	\$ 2,899.86	\$ 7.29	\$ 43.63	\$ 68.20	\$ 366.88	\$ 6,172.00
10/26/2023	\$ 5.00	\$ 30.00	\$ 316.54	\$ 329.46	\$ 5.48	\$ 28.04	\$ 49.60	\$ 247.08	\$ 1,011.20
10/27/2023	\$ -	\$ -	\$ -	\$ -	\$ 1.16	\$ 6.98	\$ 6.20	\$ 62.66	\$ 77.00
10/30/2023	\$ 5.00	\$ 30.00	\$ 147.00	\$ 153.00	\$ 1.44	\$ 5.34	\$ 6.20	\$ 48.02	\$ 396.00
10/31/2023	\$ 5.00	\$ 30.00	\$ 1,004.99	\$ 1,046.01	\$ 5.79	\$ 31.74	\$ 43.40	\$ 270.07	2437.00
									\$ -
<b>TOTAL</b>	<b>\$ 40.00</b>	<b>\$ 240.00</b>	<b>\$ 7,095.20</b>	<b>\$ 7,384.80</b>	<b>\$ 72.48</b>	<b>\$ 399.89</b>	<b>\$ 601.40</b>	<b>\$ 3,473.23</b>	<b>\$ 19,307.00</b>

Ledger Report Fee Distribution  
TAMMIE KRAUSS, REGISTER OF DEEDS  
Camden, NC

Date Range From Sunday, October 01, 2023 to Tuesday, October 31, 2023

Name	Amount
NC Children's Trust Fund	\$40.00
NC Domestic Violence Fund	\$240.00
State Revenue Stamp	\$7,095.20
County Revenue Stamp	\$7,384.80
Land Transfer Fee	\$0.00
Floodplain Map Fund	\$0.00
Supplemental Retirement	\$72.48
ROD Automation Fund	\$399.89
Dept Of Cultural Resources	\$0.00
Vital Records Fund	\$0.00
State General Fund	\$0.00
State Treasurer Amount	\$601.40
ROD General Fund	\$3,473.23
Total Distribution For Period	\$19,307.00
Cash Total	\$1,147.80
Check Total	\$2,359.20
Pay Account Total	\$248.00
ACH Total	\$15,552.00
Escrow Account Total	\$0.00
Overpayment Total	\$0.00
Total Deposit For Period	\$19,307.00

Attachment: Register of Deeds Report (Register of Deeds)