

# Camden County Board of Commissioners

November 5, 2018

Regular Meeting – 7:00 PM

Historic Courtroom, Courthouse Complex

Camden, North Carolina

## MINUTES

The regular meeting of the Camden County Board of Commissioners was held on November 5, 2018 in the Historic Courtroom, Camden, North Carolina.

### CALL TO ORDER

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

Staff Present: Manager Ken Bowman, Clerk to the Board Karen Davis, Finance Officer Stephanie Humphries, Tax Administrator Lisa Anderson, Public Works Director David Credle, Economic Development Director Charlie Bauman, Head Librarian Kim Perry, Dismal Swamp Welcome Center Director Donna Stewart.

### Invocation and Pledge of Allegiance

Pastor Joe Brock gave the invocation and led in the Pledge of Allegiance.

### ITEM 1. PUBLIC COMMENTS

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Rhonda Matthews of 107 Pine Ridge Drive, South Mills, addressed the Board. The owner of the road in her subdivision has declared bankruptcy and will not be making needed repairs to the road. Mrs. Matthews requested guidance from the Board as to how to proceed in getting the road repaired.

### ITEM 2. CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

### ITEM 3. CONSIDERATION OF AGENDA

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

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

### ITEM 4. PRESENTATIONS

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#### 1. Grant Award Presentation – Rural Ready Sites Grant

County Manager Ken Bowman introduced Lee Padrick, Chief Economic Development Planner with North Carolina Department of Commerce. Mr. Padrick congratulated the county on its grant award of \$1.6 million.

#### 2. Waste Industries – Recyclables Rate Increase

County Manager Ken Bowman introduced Pat Luce and Ronnie Elliott of Waste Industries. Mr. Luce updated the Board on the upcoming recyclables rate increase.

3. Donna Stewart – Dismal Swamp Welcome Center/Tourism Development Authority

Dismal Swamp Welcome Center Director Donna Stewart gave an update in regard to the activities of the Welcome Center and Tourism Development Authority which included the following:

- Tourism Development Authority new website – [VisitCamdenCountyNC.com](http://VisitCamdenCountyNC.com).
- Sail to the Sun Rally
- Dismal Day 2018
- Antique Shopping Brochure

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

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

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

Chairman Riggs recessed the meeting of the Board of Commissioners and opened the South Camden Water & Sewer District Board of Directors Meeting.

Public Comments – None

**Agenda**

**Camden County Board of Commissioners  
SCWSD - Regular Meeting  
November 05, 2018  
7:00 PM  
Historic Courtroom, Courthouse Complex**

**1. CALL TO ORDER**

**ITEM 2. 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 3. CONSIDERATION OF THE AGENDA**

**ITEM 4. NEW BUSINESS (For discussion and possible action)**

A. Monthly Update

**ITEM 5. OTHER**

**ITEM 6. ADJOURN**

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

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

**New Business**

A. Monthly Report – David Credle presented the monthly report.

*South Camden Water & Sewer Board  
Monthly Work Order Statistics Report  
Period: September 2018*

	Submitted Work Orders	Completed Work Orders	Percentage Completed	Status of Uncompleted Work Orders
Water/Distribution	84	84	100%	0
Sewer/Collection	2	2	100%	0

Locates:

Water Line: 109

Sewer Line: 34

Water & Sewer, same ticket: 13

Hydrant flow test: 0

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

Water treated at the water treatment plant in September: 10,149,919 gallons.

Daily average water usage for September: 338,331 gallons.

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

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

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Tom White, Vice Chairman
<b>AYES:</b>	White, Krainiak, Meiggs, Riggs, Munro

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

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Tom White, Vice Chairman
<b>AYES:</b>	White, Krainiak, Meiggs, Riggs, Munro

Chairman Riggs adjourned the South Camden Water & Sewer District Board of Directors and reconvened the Camden County Board of Commissioners.

**ITEM 5. NEW BUSINESS**

A. Tax Report – Lisa Anderson presented the monthly tax report.

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

**OUTSTANDING TAX DELINQUENCIES BY YEAR**

<u>YEAR</u>	<u>REAL PROPERTY</u>	<u>PERSONAL PROPERTY</u>
2017	117,094.38	4,498.91
2016	34,903.36	2,689.86
2015	16,571.48	1,238.04
2014	14,059.06	1,380.50
2013	9,803.90	5,123.84
2012	6,926.60	7,953.76
2011	5,041.04	6,518.36
2010	4,244.84	4,977.01
2009	3,978.27	4,557.76
2008	3,795.46	5,038.23

TOTAL REAL PROPERTY TAX UNCOLLECTED	216,418.39
TOTAL PERSONAL PROPERTY UNCOLLECTED	43,976.27
TEN YEAR PERCENTAGE COLLECTION RATE	99.63%
COLLECTION FOR 2018 vs. 2017	10,078.25 vs. 10,458.57

**LAST 3 YEARS PERCENTAGE COLLECTION RATE**

2017	98.28%
2016	99.44%
2015	99.73%

**EFFORTS AT COLLECTION IN THE LAST 30 DAYS**

ENDING September 2018  
BY TAX ADMINISTRATOR

95	NUMBER DELINQUENCY NOTICES SENT
15	FOLLOWUP REQUESTS FOR PAYMENT SENT
6	NUMBER OF WAGE GARNISHMENTS ISSUED
10	NUMBER OF BANK GARNISHMENTS ISSUED
4	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	YrsDlq	Taxpayer Name	City	Property Address
R	02-8934-01-17-4778.0000	11,330.23	1	LARRY G. LAMB SR	CAMDEN	152 158 US W
R	01-7989-00-01-1714.0000	8,748.30	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	02-8934-01-18-6001.0000	5,229.91	1	LINDA SUE LAMB HINTON	CAMDEN	150 158 US W
R	03-8899-00-45-2682.0000	4,945.29	10	SEAMARK INC.	SHILOH	HOLLY RD
R	02-8937-00-50-8036.0000	4,530.96	1	CLEVELAND WALSTON LE	CAMDEN	187 HERMAN ARNOLD RD
R	01-7998-01-08-6797.0000	3,555.75	1	EDWARD E. HARRIS JR.	SOUTH MILLS	1295 343 HWY N
R	01-7090-00-64-6040.0000	2,893.98	1	LINTON RIDDICK	SOUTH MILLS	129 LILLY RD
R	02-8935-02-66-7093.0000	2,805.26	1	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R	01-7997-00-75-4295.0000	2,586.86	1	JACKIE E BAILEY	SOUTH MILLS	100 ROBIN CT W
R	02-8944-00-36-1417.0000	2,518.60	1	ROSA ALICE PEREBEE HEIRS	CAMDEN	165 IVY NECK RD
R	03-8899-00-16-2671.2425	2,485.01	1	SPRING LOTUS LLC	SHILOH	141 EDGEWATER DR
R	02-8935-04-63-0820.0000	2,411.96	1	BELCROSS PROPERTIES, LLC	CAMDEN	197 158 US E
R	01-7080-00-53-1141.0000	2,405.66	1	EDWARD A ROSA SR	SOUTH MILLS	188 KRETER BARN RD
R	02-8934-01-29-4617.0000	2,265.20	1	JAMES B. SEYMOUR ETAL	CAMDEN	112 158 US W
R	02-8945-00-41-2060.0000	2,192.51	1	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	168 BUSHELL RD
R	01-7988-00-91-0179.0001	2,126.56	10	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	
R	03-8943-04-93-8214.0000	2,116.86	10	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7090-00-19-4673.0000	2,082.05	1	LEONARD UMBERGER	SOUTH MILLS	144 CULPEPPER RD
R	01-7080-00-62-1977.0000	2,062.78	1	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	03-8952-00-95-8737.0000	1,955.58	1	AUDREY TILLET	SHILOH	171 NECK RD
R	02-8935-01-08-8786.0000	1,888.98	1	LINWOOD GREGORY	CAMDEN	253 SLEEPY HOLLOW RD
R	03-8962-00-67-1021.0000	1,856.31	1	CECIL BARNARD HEIRS	SHILOH	WICKHAM RD
R	01-7999-00-78-4680.0000	1,850.24	2	BERTHA MARLENE GARRETT	SOUTH MILLS	379 OLD SWAMP RD
R	01-7999-00-32-3510.0000	1,797.88	1	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
R	01-7999-00-12-8596.0000	1,733.11	1	MOSES MITCHELL HEIRS	SOUTH MILLS	165 BUNKER HILL RD
R	03-8962-00-55-2255.0000	1,704.16	1	VERNON L & EDITH W. SYLVESTER	SHILOH	453 NECK RD
R	03-9809-00-23-8838.0000	1,690.12	1	WILLIAM DAVID BYRUM	SHILOH	112 HIGH RD
R	03-8990-00-18-6042.0000	1,651.61	1	LARRY MOTLEY	SHILOH	SECOND CREEK RD
R	02-8923-00-19-3774.0010	1,636.85	1	WILLIAM CONOVER	CAMDEN	431 158 US W
R	03-8971-00-54-7373.0000	1,619.09	1	DWAYNE HARRIS	SHILOH	125 ONE MILL RD

**30 Oldest Unpaid – Real**

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	10	8,748.30	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8899-00-45-2682.0000	10	4,945.29	SEAMARK INC.	SHILOH	HOLLY RD
R	01-7988-00-91-0179.0001	10	2,126.56	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	
R	03-8943-04-93-8214.0000	10	2,116.86	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	03-8952-00-95-8737.0000	10	1,955.58	AUDREY TILLET	SHILOH	171 NECK RD
R	01-7999-00-32-3510.0000	10	1,797.88	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
R	01-7999-00-12-8596.0000	10	1,733.11	MOSES MITCHELL HEIRS	SOUTH MILLS	165 BUNKER HILL RD
R	01-7989-04-60-1568.0000	10	1,056.42	EMMA BRITE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	03-8962-00-50-0273.0000	10	1,030.78	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
R	03-8962-00-50-0273.0000	10	883.88	DAISEY WILLIAMS BURNHAM	SHILOH	RAYMONS CREEK RD
R	01-7090-00-60-5052.0000	10	757.21	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
R	02-8955-00-13-7846.0000	10	592.68	MARIE MERCER	CAMDEN	117 NECK RD
R	02-8936-00-24-7426.0000	10	576.45	BERNICE PUGH	CAMDEN	113 BOURBON ST
R	03-8980-00-61-1968.0000	10	249.67	WILLIAMSBURG VACATION	SHILOH	CAMDEN POINT RD
R	01-7090-00-35-5262.0000	10	244.56	JOHN F. SAWYER HEIRS	SOUTH MILLS	OLD SWAMP RD
R	03-9809-00-45-1097.0000	10	202.56	MICHAEL OBER	SHILOH	CENTERPOINT RD
R	03-8899-00-37-0046.0000	10	157.01	ELIZABETH LONG	SHILOH	HIBISCUS
R	03-9809-00-17-2462.0000	10	141.58	TODD ALLEN RIGGS	SHILOH	LITTLE CREEK RD
R	01-7080-00-62-1977.0000	9	2,062.78	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	03-9809-00-24-6322.0000	9	550.77	DAVID B. KIRBY	SHILOH	499 SAILBOAT RD
R	03-8980-00-84-0931.0000	8	187.90	CARL TEUSCHER	SHILOH	218 BROAD CREEK RD
R	01-7998-01-08-6797.0000	7	3,555.75	EDWARD E. HARRIS JR.	SOUTH MILLS	1295 343 HWY N
R	03-8962-00-04-9097.0000	7	1,956.31	CECIL BARNARD HEIRS	SHILOH	NECK RD
R	03-8990-00-64-8379.0000	7	792.39	CHRISTOPHER FROST-JOHNSON	SHILOH	LITTLE CREEK RD
R	02-8935-01-07-0916.0000	7	574.95	ROSETTA MERCER INGRAM	CAMDEN	227 SLEEPY HOLLOW RD
R	03-8962-00-70-7529.0000	7	512.66	MARY SNOWDEN	SHILOH	WICKHAM RD
R	01-7989-04-90-0938.0000	7	453.61	DORIS EASON	SOUTH MILLS	1352 343 HWY N
R	03-8962-00-60-7648.0000	7	281.11	FRANK WRIGHT ETAL	SHILOH	WICKHAM RD
R	02-8954-00-97-4350.0000	7	280.89	GEORGE SHAW	CAMDEN	TROTMAN RD N
R	02-8945-00-41-2060.0000	6	2,192.51	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	168 BUSHELL RD

### 30 Largest Unpaid – Personal

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	0001709	2,003.83	9	JOHN MATTHEW CARTER	CAMDEN	158 HWY
P	0002966	1,662.20	1	SWAIN & TEMPLE INC	SOUTH MILLS	149 LILLY RD
P	0001538	866.88	10	JEFFREY EDWIN DAVIS	HERTFORD	MIC MAC TRAIL
P	0001046	764.04	10	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0000738	748.98	7	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
P	0001476	706.41	1	MIKE TAYLOR	ELIZABETH CITY	CAMDEN CAUSEWAY
P	0001072	648.76	9	PAM BUNDY	SHILOH	105 AARON DR
P	0002194	516.98	3	MORGAN ROBERSON	SHILOH	849 SANDY HOOK RD S
P	0001827	483.28	6	KAREN BUNDY	CAMDEN	431 158 US W
P	0000295	412.03	1	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0001230	411.11	6	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0001681	312.08	6	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001694	288.99	6	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0000772	288.86	3	COSEY BAKER	SOUTH MILLS	114 BINGHAM RD
P	0001693	261.90	9	ALLIANCE NISSAN	CAMDEN	158 HWY W
P	0001106	253.06	10	JAMI ELIZABETH VANHORN	SOUTH MILLS	617 MAIN ST
P	0001104	242.20	1	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0001952	238.91	6	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0001638	210.76	1	ERIC JASON WOODARD	SOUTH MILLS	612 MAIN LOT 12
P	0000466	205.60	1	LAMBS OF CAMDEN	CAMDEN	152 HWY 158 W
P	0000905	204.42	3	KEVIN & STACY ANDERSON	SHILOH	111 AARON DR
P	0000846	201.12	2	TOAN TRINH	SHILOH	229 SAILBOAT RD
P	0002442	200.37	1	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WAY
P	0000297	182.53	1	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0001673	177.05	9	THOMAS PHILLIP WINSLOW	CAMDEN	158 HWY W
P	0000248	159.99	10	ROBERT H. OWENS	CAMDEN	A STREET
P	0000945	145.98	3	RAMONA F. TAZEWEILL	CAMDEN	239 SLEEPY HOLLOW RD
P	0001722	140.55	7	JANET LEARY	SOUTH MILLS	LINTON ROAD
P	0002972	128.74	1	ROUNTREE FARMS	SOUTH MILLS	127 CARTWRIGHT RD
P	0001639	123.29	4	CAREY FARMS, INCORPORATED	SOUTH MILLS	202 SHARON CHURCH

### 30 Oldest Unpaid – Personal

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
P	0001538	10	866.88	JEFFREY EDWIN DAVIS	HERTFORD	MIC MAC TRAIL
P	0001046	10	764.04	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
P	0000738	10	748.98	LESLIE ETHERIDGE JR	CAMDEN	
P	0001072	10	648.76	PAM BUNDY	SHILOH	105 AARON DR
P	0001106	10	253.06	JAMI ELIZABETH VANHORN	SOUTH MILLS	617 MAIN ST
P	0000248	10	159.99	ROBERT H. OWENS	CAMDEN	A STREET
P	0001540	10	120.95	DAVID LUKE	ELIZABETH CITY	CAMDEN CAUSEWAY
P	0001709	9	2,003.83	JOHN MATTHEW CARTER	CAMDEN	158 HWY
P	0001693	9	261.90	ALLIANCE NISSAN	CAMDEN	158 HWY W
P	0001673	9	177.05	THOMAS PHILLIP WINSLOW	CAMDEN	158 HWY W
P	0000316	9	115.56	JAMES P. JONES	CAMDEN	142 SANDHILLS RD
P	0001827	8	483.28	KAREN BUNDY	CAMDEN	431 158 US W
P	0001722	7	140.55	JANET LEARY	SOUTH MILLS	LINTON ROAD
P	0001639	7	123.29	CAREY FARMS, INCORPORATED	SOUTH MILLS	202 SHARON CHURCH
P	0001230	6	411.11	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0001681	6	312.08	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001694	6	288.99	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0001952	6	238.91	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0001740	6	109.23	JASON & KEVIN WORDEN	SOUTH MILLS	STILES LANE
P	0002194	5	516.98	MORGAN ROBERSON	SHILOH	849 SANDY HOOK RD S
P	0000772	5	288.86	COSEY BAKER	SOUTH MILLS	114 BINGHAM RD
P	0001638	3	210.76	ERIC JASON WOODARD	SOUTH MILLS	612 MAIN LOT 12
P	0000905	3	204.42	KEVIN & STACY ANDERSON	SHILOH	111 AARON DR
P	0000945	3	145.98	RAMONA F. TAZEWEILL	CAMDEN	239 SLEEPY HOLLOW RD
P	0001476	2	706.41	MIKE TAYLOR	ELIZABETH CITY	CAMDEN CAUSEWAY
P	0000295	2	412.03	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0000466	2	205.60	LAMBS OF CAMDEN	CAMDEN	152 HWY 158 W
P	0000846	2	201.12	TOAN TRINH	SHILOH	229 SAILBOAT RD
P	0000385	2	121.17	MARK SANDERS OVERMAN	SHAWBORO	116 GARRINGTON ISLAND
P	0002921	2	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	122 DOCK LANDING LOOP

### Motion to approve the tax report as presented.

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

### B. Part-Time Salary Funds and Expenses Request – Dismal Swamp Welcome Center

Dismal Swamp Welcome Center Director Donna Stewart requested additional part-time and related payroll funds to be added to the current fiscal budget in the amount of \$2600. This is due to staff changes and necessary training. Gift shop proceeds are predicted to cover the additional funding request.

### Motion to approve the requested amount of \$2600 for part-time salary and related payroll funds for the Dismal Swamp Welcome Center.

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Tom White, Vice Chairman
<b>AYES:</b>	White, Krainiak, Meiggs, Riggs, Munro

2018-19-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, 2019.

Section 1. To amend the Dismal Swamp Gift Shop and DS Visitor Center Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
32	Fund Balance	\$2,600	
60	Contribution from DSGS	\$2,600	
<b>Expenses</b>			
60	Part Time Salaries	\$2,400	
60	FICA	\$ 200	
32	Contribution to DSVC	\$2,600	

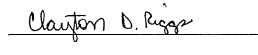
This Budget Amendment is made to appropriate funds for additional Part Time hours for staff at Visitor Center/Gift Shop.

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

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 5th day of November, 2018.

  
Clerk to Board of Commissioners

  
Chairman, Board of Commissioners



### C. Library Scheduling Request – Kim Perry

#### Proposal (Effective January 1, 2019)

Upon review of Camden patron usage and the operating hours of the libraries in the EARL system, the following schedule is presented.

Of the ten (10) members on the library board 7 Concurred; 1 Concurred with changes; 2 had no comment (no comment means Concur)

#### Camden County Library Schedule

Sunday	CLOSED
Monday	9:00 a. m. – 6:00 p. m.
Tuesday	9:00 a. m. – 6:00 p. m.
Wednesday	9:00 a. m. – 6:00 p. m.
Thursday	9:00 a. m. – 6:00 p. m.
Friday	9:00 a. m. – 6:00 p. m.
Saturday	10:00 a. m. – 4:00 p. m.

#### Part-time staff will continue to be utilized as follows:

- Weekend hours
- Evening hours
- To cover full-time staff vacation, sick leave, and absences – planned and unplanned
- During Community Outreach Events
- During In-Library Program Events

#### Considerations

- The Camden County Library is a member of the East Albemarle Regional Library (EARL).
- If these changes are implemented, the Camden County Public Library will continue to serve the public and appropriately staff the library using the current part-time staff budget allocation.

### Motion to approve the proposed library schedule to be effective January 1, 2019.

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Tom White, Vice Chairman
<b>AYES:</b>	White, Krainiak, Meiggs, Riggs, Munro

D. Construction Management Agreement

**Motion to approve the construction management agreement with Eastern Carolina Engineering for the roadway extension of Opportunity Drive in Camden Commerce Park.**

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

E. McClees Consulting, Inc. Contract

**Motion to not approve the proposed two-year contract with McClees Consulting, Inc.**

<b>RESULT:</b>	<b>FAILED [1-4]</b>
<b>MOVER:</b>	Randy Krainiak, Commissioner
<b>AYES:</b>	Krainiak
<b>NOES:</b>	White, Meiggs, Riggs, Munro

**Motion to table the McClees Consulting, Inc. contract to the December 3, 2018 meeting.**

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

**ITEM 6. BOARD APPOINTMENTS**

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1. Voting Delegate Designation – Legislative Goals Conference

**Motion to appoint the sitting Chairman in January as Camden County’s voting delegate to the NCACC Legislative Goals Conference.**

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Clayton Riggs, Chairman
<b>AYES:</b>	White, Krainiak, Meiggs, Riggs, Munro

**ITEM 7. CONSENT AGENDA**

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1. BOC Minutes – October 1, 2018

2. FY 18-19 Budget Amendments





#### 4. DMV Monthly Report

STATE OF NORTH CAROLINA

COUNTY OF CAMDEN

TO: The Tax Administrator of Camden County December Renewals Due 01/15/19

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Tax Administrator and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon personal property of the respective taxpayers in the County of Camden, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell personal property of such taxpayers for and on account thereof, in accordance with the law.

SOUTH MILLS 17,607.94	COURTHOUSE 20,689.78	SHILOH 11,981.02	TOTAL 50,278.74
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Witness my hand and official seal this 7<sup>th</sup> day of November 2018

Clayton D. Riggs  
Chairman, Camden County Board of Commissioners

Attest:

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



This is to certify that I have received the tax receipts and duplicates for collection in the amounts as listed herein.

Lisa S. Anderson  
Tax Administrator of Camden County

#### 5. Vehicle Refunds Over \$100 – July 2018

REFUNDS OVER \$100.00

North Carolina Vehicle Tax System																			
NCVTS Pending Refund report																			
JULY REFUNDS OVER \$100.00																			
Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Disclosed	Total Disclosed	
CLARK, KIERA ELISE	CLARK, KIERA ELISE	CLARK, CHARLES RICHARD	144 MILLYTOWN RD	SHILOH, NC 27974	Proration	0039329075	FFN4457	AUTHORIZED	91116598	Refund Generated due to proration on Bill #0039329075-2017-2017-0000-00	Tag Surrender	07/30/2018	8/17/2018 8:35:02 AM	1843	Tax	(\$100.07)	\$0.00	(\$100.07)	
														3	Tax	(\$1.41)	\$0.00	(\$1.41)	
																		Refund	\$101.48
COFFEY, WILLIAM KAI	COFFEY, WILLIAM KAI	COFFEY, JENNA LEIGH	126 DOCK LANDING LOOP	SOUTH MILLS, NC 27976	Adjustment >= \$100	0038491117	BON4146	AUTHORIZED	90841614	Refund Generated due to adjustment on Bill #0038491117-2017-2017-0000-00	Military	07/25/2018	7/30/2018 11:29:17 AM	1843	Tax	(\$308.71)	\$0.00	(\$308.71)	
														1	Tax	(\$4.35)	\$0.00	(\$4.35)	
																		Refund	\$313.06

Submitted by Lisa S. Anderson Date 8-6-18  
Lisa S. Anderson, Tax Administrator Camden County

Approved by Clayton D. Riggs Date 11-7-18  
Clayton D. Riggs, Chairman Camden County Board of Commissioners

6. Vehicle Refunds Over \$100 – September 2018

REFUNDS OVER \$100.00														North Carolina Vehicle Tax System					
SEPTMBER REFUNDS OVER \$100.00														NCVTS Pending Refund report					
Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Refund Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Charges	Total Change
BEST, ZACKARY BURBANK	BEST, ZACKARY BURBANK		123 JEFFERSON DR		RAEFORD, NC 28376	Proration	0044242414	PAD7876	AUTHORIZED	94063476	Refund Generated due to proration on Bill #0044242414-2017-2017-0003-00	Tag Surrender	09/24/2018	9/25/2018 10:23:20 AM	1843	Tax	(\$140.45)	\$0.00	(\$140.45)
															2	Tax	(\$1.98)	\$0.00	(\$1.98)
																			Refund: \$142.43

Submitted by Lisa S. Anderson Date 10-5-18  
 Lisa S. Anderson, Tax Administrator Camden County

Approved by Clayton D. Riggs Date 11-7-18  
 Clayton D. Riggs, Chairman Camden County Board of Commissioners

7. Pickups, Releases & Refunds

NAME	REASON	NO.
Zackary Burbank Best	Turned in plates Refund - \$142.43	Pick-up/21023 VTS44242414
Mary B. Williams	Value correction per Bob of Pierson Appraisal Refund - \$130.14	Pick-up/21024 R-72929-13
Mary B. Williams	Value correction per Bob of Pierson Appraisal Refund - \$124.89	Pick-up/21025 R-82359-14
Mary B. Williams	Value correction per Bob of Pierson Appraisal Refund = - \$141.10	Pick-21026 R-89477-15
Mary B. Williams	Value correction per Bob of Pierson Appraisal Adjustment - \$146.74	Pick-up/21027 R-96632-16
Mary B. Williams	Value correction per Bob of Pierson Appraisal Adjustment - \$141.34	Pick-up/21028 R-103856-17
Glenn Alan Carey, Jr.	Should be for Farm Use Adjustment - \$510.79	Pick-up/21030 R-109261-18
Mary B. Williams	Value adjustment. FEMA Non-encroachment as per Bob of Pierson Appraisal and Dave Park 136.32	Pic-up/21040 R-111129-18
Calvin Lee & Marion Gutman, Jr.	Tax rate correction Adjustment - \$126.56	Pick-up/21063 P-16074-18
Mike Taylor	Tax rate correction Adjustment - \$328.01	Pick-up/21072 P-16087-18
George Rowland	Tax rate correction Adjustment - \$172.90	Pick-up/21076 P-16084-18
Tom Morgan	Tax rate correction Adjustment - \$121.04	Pick-up/21077 P-16083-18

NAME	REASON	NO.
Christian James Brindamour	Military Exempt Refund - \$102.45	Pick-up/21085 VTS44679489
Swain & Temple, Inc.	IRP Plates not billed thru DMV, should have been listed Pick-up - \$2,169.11	Pick-up/21108 P-15088-17
Swain & Temple, Inc.	IRP Plates not billed thru DMV, should have been listed Pick-up - \$1,672.57	Pick-up/21109 P-16094-18
Annie Evans	Publication - Attorney Fee Pick-up- \$223.00	Pick-up-21251 R-99630-16
Annie Evans	Publication - Attorney Fee Release - \$223.00	Pick-up/21255 R-99630-16
Tonya Hughes Harris	Publication - Attorney Fee Pick-up - \$223.00	Pick-up/21252 R-99870-16
Betty Spence Heirs	Value correction-manufactured home, not stick built. 150.99	Pick-up/21105 R-113184-18

## 8. Grant Agreement – Rural Ready Grant

### RURAL ECONOMIC DEVELOPMENT GRANT AGREEMENT - RURAL READY SITES

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with Camden County (the “Governmental Unit” and, together with Commerce, the “Parties”) for a grant (the “Grant”) from the Rural Ready Sites (“Rural Ready Sites”) Program. The application (“Application”) filed by the Governmental Unit for the Grant.

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by affording grants to local governmental units in the State’s economically distressed counties to construct or improve new or existing water, sewer, gas, telecommunications, high-speed broadband, electrical utility lines or facilities or transportation infrastructure for existing or new or proposed buildings, subject to the applicable requirements of N.C.G.S. §§143B-437.01, 143B-472.127, 143B.143.128 and 04 NCAC 01L0101; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly empowered the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such Rural Ready Sites grants, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the Rural Authority has approved and awarded the Grant: (1) based on the terms, conditions, representations, commitments, maps, schedules and other submissions in the Application and any subsequent materials supporting the Application that have been approved of by Commerce in writing, all of which are incorporated by reference herein as Exhibit A to this Grant Agreement; (2) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and (3) for the anticipated creation of certain jobs resulting from the construction or improvement of new or existing water, sewer, gas, telecommunications, high-speed broadband, electrical utility lines or facilities or transportation infrastructure for existing or new or proposed buildings (altogether, the “Project,” as summarized in the Preliminary Engineering Report (“PER”) submitted with the Application).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Agreements to be Executed.
  - (a). As conditions of the Grant and prior to Commerce's release of any Grant funds:
    - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
    - ii. Two signatory forms are executed and one is returned to Commerce;
    - iii. Copies of the award letters regarding all other funding sources that are participating in the Project; and
2. Changes in the Project or Other Conditions.
  - (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or other infrastructure improvement or the PER. Prior to implementing a proposed Project Change, the Governmental Unit shall submit it to Commerce for review. The failure of the Governmental Unit to do so will subject it to the penalties and remedies set forth in Paragraph 14(b) of this Grant Agreement, unless Commerce (in its sole discretion) expressly waives this requirement of pre-implementation review in writing. In any event, there shall be no Project Changes unless expressly approved of by Commerce in its sole discretion in a separate, written agreement stating, if applicable, the costs and schedule for completing the Project Change.
  - (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on October 15, 2018 ("Effective Date") and shall terminate on October 14, 2020 unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by Commerce.
4. Funding and Administrative Expenses.
  - (a). The Rural Authority grants to the Governmental Unit an amount not to exceed **\$1,580,000** for Project expenditures. If Commerce determines that the actual costs of the Project are less than the Grant amount, Commerce, in its sole discretion, may reduce the amount of the Grant accordingly. If the Governmental Unit determines that the actual costs of the Project are less than the Grant amount, it shall report so to Commerce and return any surplus Grant funds it has received to Commerce.
  - (b). The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds.
  - (c). Without limitation and as determined by Commerce in its sole discretion, eligible expenditures incurred after the date of the Grant award may include those expenditures specified in 04 NCAC 011 .0102(a)(12)(C). Additionally, the Governmental Unit may use up to two percent (2%) of the Grant amount, if necessary, to verify that the Grant funds are used only in accordance with law and to otherwise administer the Grant.
  - (d). Eligible expenditures do not include land-acquisition costs or costs for the construction of new buildings. Commerce retains the sole discretion to determine what additional expenditures are ineligible for Grant funding.
  - (e). In the event local funds are committed to the Project, Grant funds must be drawn on a pro-rata basis with the local funds.
5. Independent Status of the Governmental Unit.
  - (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party. Nor shall the Grant Agreement or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third-party employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
  - (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to

employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.
7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty (30) days after the Termination Date.
8. Project Records.
  - (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
  - (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Grant Agreement and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
9. Monitoring, Reports and Auditing.
  - (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities to ensure that all performance goals are being achieved.
  - (b). The Governmental Unit shall furnish Commerce such detailed written progress reports as Commerce may request in its sole discretion. Such reports should describe the progress made by the Governmental Unit toward achieving the purpose(s) of the Project. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date may result in the withholding, at Commerce's sole discretion, of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval.
  - (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time. Upon completion, the Governmental Unit shall forward to Commerce one copy of any audited financial statements and accompanying reports generated covering the period between the Effective Date and Termination Date of this Grant Agreement.
  - (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree its established objectives were met and the difficulties encountered, what was changed and the cost.
  - (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement or the Project. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.
  - (f). The Governmental Unit shall provide Commerce with a copy of all agreements governing incentives it has received for the Project from all

North Carolina State and local sources, and shall provide periodic updates to Commerce regarding the amount of incentives actually received.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving, as applicable, the Governmental Unit written notice specifying the Termination Date of this Grant Agreement, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving written notice specifying the Termination Date of this Grant Agreement, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties arising out of any act or omission of the Governmental Unit or any third party in connection with the performance of this Grant Agreement or the Project, and for all losses arising from its implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit, the Indemnified Parties or of any third party, or of any of their

agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement, the validity or enforceability of this Grant Agreement, or the abilities of the Governmental Unit to discharge its obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
- (d). The Governmental Unit is solvent.
- (f). The Governmental Unit shall comply with all applicable environmental laws, rules, regulations and requirements and this Grant Agreement is made contingent upon a certification from the North Carolina Department of Environment and Natural Resources that the proposed project will not have a significant adverse effect on the environment.

13. Additional Repayment Requirements and Remedies.
- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
  - (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, or in relation to the Project (including the performance thereof), the Governmental Unit agrees that Commerce may require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 9, 10(a), 12 of this Grant Agreement.
14. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
  - (b). Conflict of Interest. The Governmental Unit shall forward to Commerce along with the executed copies of this Grant Agreement a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant or Project. Throughout the duration of this Grant Agreement and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
  - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the State, federal and local governments which may in any manner affect the performance of the Grant Agreement or the Project.
  - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in this Grant Agreement without the prior written consent of Commerce; provided, however, that claims for money due to the Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
  - (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under State and local law to perform such services.
  - (f). Obligations of Recipient with respect to Certain Third-Party Relationships. Commerce shall hold the Governmental Unit responsible for complying

with the provisions of this agreement even when the Governmental Unit designates a third party or parties to undertake all or any part of the Project.

17. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: Mark N. Poole  
301 N. Wilmington Street  
4318 Mail Service Center  
Raleigh, NC 27699-4318

If to the Governmental Unit: Attn: Kenneth Bowman  
Camden County  
PO Box 190  
Camden NC 27921

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

18. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
19. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
20. Construction, Jurisdiction and Venue. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina. The Governmental Unit agrees and submits, solely for matters concerning this Grant Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Grant Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.
21. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or

unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental Unit accompanying this Grant Agreement.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement under seal as of the date first above written.

**Camden County**

By: Clayton D. Rapp [SEAL]

Title: Board Chairman

Date: 10/12/18

North Carolina Department of Commerce

By: Kenny Flowers [SEAL]  
Kenny Flowers

Title: Assistant Secretary, Rural Economic  
Development Division

Date: 12/2/18

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

[Signature] 11/5/18  
Signature of Finance Officer



9. Grant Applications – The Sheriff’s Office has applied for two grants with the NRA. The General Grant is to help purchase supplies for the range – amount requested is \$1,899.95. The Range Grant is to help cover the cost of rental equipment for berm replenishment – amount requested is \$6,502.03.

10. Revised Meeting Schedule – Board of Commissioners

**CAMDEN COUNTY BOARD OF COMMISSIONERS**

**MEETING CALENDAR  
2018**

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

MEETING DATE & TIME		AGENDA ITEMS DEADLINE	
Monday, January 8, 2018	7:00 PM	Tuesday, January 2, 2018	12:00 PM
Monday, February 5, 2018	7:00 PM	Tuesday, January 30, 2018	12:00 PM
Monday, March 5, 2018	7:00 PM	Tuesday, February 27, 2018	12:00 PM
Monday, April 2, 2018	7:00 PM	Tuesday, March 27, 2018	12:00 PM
Monday, May 7, 2018	7:00 PM	Tuesday, May 1, 2018	12:00 PM
Monday, June 4, 2018	7:00 PM	Tuesday, May 29, 2018	12:00 PM
Monday, July 9, 2018	7:00 PM	Tuesday, July 3, 2018	12:00 PM
Monday, August 6, 2018	7:00 PM	Tuesday, July 31, 2018	12:00 PM
Monday, September 10, 2018	7:00 PM	Tuesday, September 4, 2018	12:00 PM
Monday, October 1, 2018	7:00 PM	Tuesday, September 25, 2018	12:00 PM
Monday, November 5, 2018	7:00 PM	Tuesday, October 30, 2018	12:00 PM
Monday, December 3, 2018	8:30 AM	Tuesday, November 27, 2018	12:00 PM
Monday, January 7, 2019	7:00 PM	Friday, December 28, 2018	12:00 PM

11. Resolution Regarding Opioid Crisis



RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
CAMDEN COUNTY, NORTH CAROLINA

**RESOLUTION 2018-11-01**

WHEREAS, Camden County Board of Commissioners has the authority to adopt resolutions with respect to county affairs of Camden County, North Carolina, pursuant to N.C. Gen. Stat. Ann. § 153A-121;

WHEREAS, the Camden County Board of Commissioners has the authority to take action to protect the public health, safety, and welfare of the residents and citizens of Camden County;

WHEREAS, there exists a serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Camden County;

WHEREAS, the diversion of legally produced controlled substances into the illicit market causes or contributes to the serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality in Camden County;

WHEREAS, the opioid crisis unreasonably interferes with rights common to the general public of Camden County; involves a significant interference with the public health, safety, peace, comfort, and convenience of citizens and residents of Camden County; includes the delivery of controlled substances in violation of State and Federal law and regulations; and therefore constitutes a public nuisance;

WHEREAS, the opioid crisis is having an extended and far reaching impact of the general public, health, and safety, of residents and citizens of Camden County and must be abated;

WHEREAS, the violation of any laws of the State of North Carolina, or of the United States of America controlling the distribution of a controlled substance is inimical, harmful, and adverse to the public welfare of the residents and citizens of Camden County constitutes a public nuisance;

WHEREAS, the Camden County Board of Commissioners has the authority to abate, or cause to be abated, any public nuisance including those acts that unreasonably interfere with rights common to the general public of Camden County and/or involve a significant interference with the public health, safety, peace, comfort, and convenience of citizens and residents of Camden County;

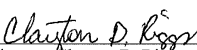
WHEREAS, Camden County has expended, is expending, and will continue to expend in the future County funds to respond to the serious public health and safety crisis involving opioid abuse, addiction, morbidity, and mortality within Camden County; and

WHEREAS, the Camden County Board of Commissioners have received information that indicates that the manufacturers and wholesale distributors of controlled substances have distributed in areas surrounding Camden County, North Carolina, may have violated Federal and/or State laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market.

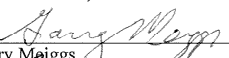
NOW, THEREFORE, BE IT RESOLVED by the Camden County Board of Commissioners, assembled on this day at which a quorum is present, that based upon the above the Camden County Board of Commissioners are declaring the opioid crisis a public nuisance which must be abated for the benefit of Camden County and its residents and citizens.

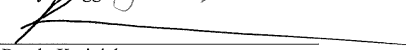
BE IT FINALLY RESOLVED that all resolutions that are inconsistent with this resolution are rescinded.

Adopted this the 5<sup>th</sup> day of November, 2018.

  
Chairman, Clayton D. Riggs

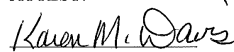
  
Vice Chairman, Tom White

  
Garry Meiggs

  
Randy Krainiak

  
Ross B. Munro

ATTEST:

  
Karen M. Davis  
Clerk to the Board



**Motion to approve the Consent Agenda as presented.**

<b>RESULT:</b>	<b>PASSED [UNANIMOUS]</b>
<b>MOVER:</b>	Randy Krainiak, Commissioner
<b>AYES:</b>	White, Krainiak, Meiggs, Riggs, Munro

**ITEM 8. INFORMATION, REPORTS & MINUTES FROM OTHER AGENCIES**

The following was provided to the commissioners for information purposes:

- A. FY 18-19 YTD Finance Report
- B. Attorney Fee-Contingent Contract in Opioid Litigation
- C. Library Report – September 2018
- D. Register of Deeds Report
- E. Community Advisory Committee

**ITEM 9. COUNTY MANAGER'S REPORT**

County Manager Ken Bowman submitted the following report:

### County Manager Comments

- 1- Ms Bowman has completed the collection of news articles and provided to the newspaper for design and formatting. Still on target for home delivery December 10<sup>th</sup>.
- 2- Ribbon cutting ceremony for the firing range scheduled for next Thursday, November 8th at 11:00 A.M. We have all details handled associated with the event. Rodney did ask that, upon introducing you, you would say a few words on behalf of the County and the Commissioners and then turn the program back to him. Rodney would then introduce Tony Perry for comments.
- 3- Veteran Day Recognition Ceremony Friday November 9<sup>th</sup>; 1200-1230, Courthouse Lawn. Veterans Day is November 12<sup>th</sup> (County offices Closed)
- 4- Currituck Chamber Annual Meeting & Awards Dinner November 8<sup>th</sup> @ 6PM @ The Black Tartan Tap Room at Kilmarlic (Powell's Point)
- 5- Congratulations to Camden County Heritage Museum and Historic Jail and the Friends of Camden County Museum, Inc. on winning this year's NC Preservation Consortium Robert James Award for Preservation Excellence. This award recognizes organizations across NC who exemplify NCPC's mission to preserve NC history. This award comes with a plaque which will be presented at the Annual conference on November 16<sup>th</sup>, 2018 at the NC State University McKimmon Center. Ann and Dewey Burgess are planning on attending to accept the award.
- 6- November 14<sup>th</sup> @ 0830 - UDO public hearing and adoption of the new flood zone maps
- 7- Happy Thanksgiving- November 22-23 County Offices Closed
- 8- Don't forget to vote tomorrow November 6<sup>th</sup>.

### ITEM 10. COMMISSIONERS' REPORTS

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None.

### ADJOURN

There being no further matters for discussion Chairman Riggs adjourned the meeting of the Board of Commissioners at 8:22 PM.

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Clayton D. Riggs, Chairman

ATTEST:

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Karen M. Davis  
Clerk to the Board