

Camden County Board of Commissioners
May 23, 2019 – 6:00 PM
2019-2020 Budget / Finance / CIP Work Session
Historic Courtroom
Camden, North Carolina

MINUTES

The Camden County Board of Commissioners held a budget work session on May 23, 2019 at 6:00 PM in the Historic Courtroom.

Call to Order

The meeting was called to order by Chairman Tom White at 6:00 PM. Additional Board members present: Vice Chairman Clayton Riggs, Commissioners Garry Meiggs and Randy Krainiak. Commissioner Ross Munro joined the meeting at 6:50 PM.

Staff Present: County Manager Ken Bowman and Clerk to the Board Karen Davis. Finance Officer Sally Norfleet joined the meeting after the Closed Session at 7:00 PM.

Closed Session

Motion to go into Closed Session to discuss personnel.

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

Motion to come out of Closed Session.

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

Budget Request – Tommy Banks, South Mills Volunteer Fire Department

Chief Tommy Banks presented the following request to the Board:



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

Dear County Commissioners,

Thank you in advance for your time and support. The South Mills Volunteer Fire Department is seeking your approval to purchase a new Fire Engine. In our current fleet we have three engines one tanker two brush trucks and one service truck. We have two engines that are 30years old but still in service. These trucks are custom Pierce pumpers. These will remain in service and are still in good shape for a 30year old truck. The purpose for this new Custom Pierce Heavy Duty Rescue Pumper is too ensure we have the means and reliability to answer all the calls well into the next few generations. We run different types of rescue calls than we did in years past. We need a truck that can carry the extra equipment needed to answer these calls. We will also take our current service truck out of the fleet as it is a 1982 truck which needs to be retired due to maintenance cost and NFPA compliance issues. This truck is a part of our plan to continue to serve our growing community in the best way possible. Below is our Finance plan that we are asking you to approve tonight. We will be purchasing this truck through HGAC Buy, which gives us Government pricing and this gives us the ability to group purchase. I am available to answer any questions that you may have. Thanks again for your support of our Department and our great volunteers.

Truck Price: \$757,824.00
Down Payment From Fund Reserve: \$250,000.00
Loan Amount: \$507,824.00
Finance Rate: 3.84%
Term: 12yr
Annual Payment: \$53,913.00

Sincerely,

Tommy Banks, Chief 252-202-1027

South Mills Volunteer Fire Department

5/21/2019

Commissioner Garry Meiggs offered a motion to approve the budget request of the South Mills VFD for the purchase of a new Rescue Pumper truck.

After a brief discussion it was decided by consensus to add this request to the June 3, 2019 agenda of the Board of Commissioners and Commissioner Meiggs withdrew his motion.

FY 2019-2020 Proposed Budget Review & Discussion

County Manager reviewed the following from the FY 2019-2020 Proposed Budget Message:

- Compared to the proposed FY 2018-2019 General Fund budget of \$12,566,599, the proposed FY 2019-2020 budget proposes \$13,280,091 which represents an increase of \$713,492.
- The FY 2019-2020 proposed General Fund budget is balanced with \$353,696 in fund balance to finance County operational expense. The FY 2018-2019 proposed general fund budget was balanced with \$553,724 in fund balance to finance County operational expenses.
- Special Appropriations
- Major Concerns

- Recommendation to balance the budget – Appropriate \$353,696 from the County reserve fund balance.

Action Items

A. Budget Amendments

2018-19-BA035
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 General Fund as follows:

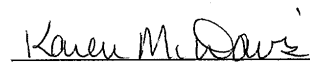
ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Expenses			
106050-521000	Rental of Buildings	\$ 2,198	
109990-500000	Contingency		\$ 2,198
106050-574000	Capital Outlay	\$23,261	
10399400-439900	Fund Balance Appropriated		\$23,261

This Budget Amendment is made to appropriate funds for the modular building delivery, set up, rental for Extension Office.

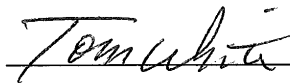
This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$10,442.00

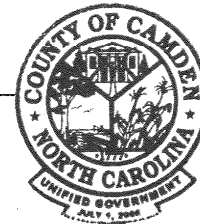
Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 23rd day of May, 2019.



Clerk to Board of Commissioners



Chairman, Board of Commissioners



2018-19-BA036
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 Shop Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
32350600-438400	Gift Shop Sales	\$ 2,000	
Expenses			
326000-527400	Purchase for Resale	\$ 2,000	

This Budget Amendment is made to appropriate funds for the increased gift shop sales and need for more items for resale.

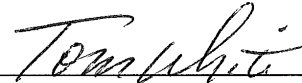
This will result in no change to the Contingency of the General Fund.

Balance in Contingency \$10,442.00

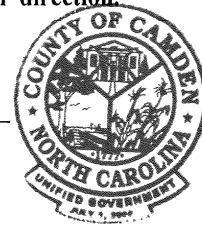
Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 23rd day of May, 2019.



Clerk to Board of Commissioners



Chairman, Board of Commissioners



Motion to approve the budget amendments as presented.

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

B. Contract Renewal – Scrap Tire Recycling & Disposal

STATE OF NORTH CAROLINA
CAMDEN COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

SCRAP TIRE RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract (“Contract”) made and entered on the 1st day of July, 2019, by and between Camden County, a political subdivision of the State of North Carolina, hereafter referred to as “County” and Central Carolina Holdings, LLC, a North Carolina Corporation, with principal business offices located at 1616 McKoy Town Road, Cameron, N.C. 28326, hereafter referred to as “Contractor.”

WITNESETH

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm; and

WHEREAS, the Contractor is qualified to provide collection, transportation, recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service;

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage two (2) Van trailers, one at South Mill, and one at Camden, to transport, process, recycle or dispose of all scrap tires loaded in said trailers. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal and local environmental and safety laws, regulations, permits, ordinances, and standards.

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CAMDEN COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

b) County Responsibilities

The County shall make available ample space in a manner acceptable to Contractor to provide for efficient handling of containers and materials contained therein. County shall be responsible for contacting Contractor that trailer(s) needs to be removed.

3) Term

This Contract shall be in full force and effect for a period of three (3) years from the first day of July, 2019, unless terminated earlier per Section 7 with two (2) 1 year automatically extended annual renewal terms at the end of each successive term unless either party notifies the other party in writing 30 days prior to the expiration of the term of his desire to terminate this contract, in which case the term shall end as scheduled.

4) Time of Performance

Contractor shall remove each loaded trailer and replace with an empty trailer within forty-eight (48) hours of contact by the County. The notice period shall not include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and the day after Christmas.

5) Invoices

The Contractor shall invoice the County monthly for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6 and the applicable weight tickets. Each invoice shall include a dated listing of the loads collected and transported indicating the weight per load and the load origin.

6) Collection Disposal Fees

The County shall pay Contractor, for the work described in Section 2, including processing and transportation of all passenger and truck tires, the sum of \$92.40 per ton, \$552.50 per load Freight Charge, a fuel surcharge based on 442 miles using the Chart below, with off-road tires being assessed an additional \$0.16 per pound. The contract shall provide for annual adjustment on July 1 after first full year for cost of business inflationary increase. The County will be notified in March 2020 of any increases that will be implemented if needed July 1, 2020. The Consumer Price Index for the region of the South United States will be used to determine the inflationary increase calculated from March to February and can be accessed by internet at <https://data.bls.gov/cgi-bin/surveymost?cu>

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Fuel has become very unpredictable and unusually expensive. It is important for us to maintain quality and fair service, and to do this we have developed the following process to meet our drivers needs and be fair to our customers. The average price is verified weekly from the U.S. Energy Information Administration and can be accessed by internet at <http://www.eia.gov/petroleum/gasdiesel/> or by phone at 202-586-6966. The price adjustments per mile are listed below:

We use \$2.00 as our price point

Price per Gallon	Price Adjustment per mile
\$0.00 - \$1.99	\$0.00
\$2.00 - \$2.24	\$0.20
\$2.25 - \$2.49	\$0.25
\$2.50 - \$2.74	\$0.30
\$2.75 - \$2.99	\$0.35
\$3.00 - \$3.24	\$0.40
\$3.25 - \$3.49	\$0.45
\$3.50 - \$3.74	\$0.50
\$3.75 - \$3.99	\$0.55
\$4.00 - \$4.24	\$0.60
\$4.25 - \$4.49	\$0.65
\$4.50 - \$4.74	\$0.70
\$4.75 - \$4.99	\$0.75
\$5.00 - \$5.24	\$0.80

Chart Continues Accordingly

In the event of a discrepancy between Contractor and County records, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor

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7) Termination

This contract may be terminated according to either of the following provisions:

Default: If either party to this Contract claims the other is in default of any provision hereof, the claiming party shall provide written notice to the defaulting party of said default. If the defaulting party fails to correct the violating condition:

- a) Within twenty (20) working days of the date they receive written notice, the party claiming default may terminate this Contract immediately.
- b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto at any time.
- c) The County may terminate this contract at any time if the Contractor is found to be in violation of Federal, State or Local waste management laws or allows their permits to lapse or should the Contractor's service put the County in violation of said laws.

8) Force Majeure

a) Suspension of Performance: The duties and obligations of the parties to this Contract shall be suspended to the extent that such performance becomes impracticable as a result of Force Majeure.

b) Definition: Force Majeure – For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or Governmental authority in its sovereign or contractual capacity, wars, riots, fires floods, explosions, epidemics, boycotts, blackouts, strikes, labor disputes, equipment breakdowns, and any transportation problem directly affecting or inhibiting pickups.

d) Notice: In the event that either party hereto determines that a Force Majeure has occurred, or it is likely to occur, such party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of the problem, the anticipated effect thereof on that party's performance under this Contract and an estimate of when normal performance may be expected to resume. In the event of excessive fuel prices for over the road diesel, Contractor and County will negotiate satisfactory terms for both parties involved.

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d) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a factor of Force Majeure, and said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, Compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

9) Representations

9.1) The Contractor represents warrants and covenants to County that:
It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.

- a) The execution, delivery, and performance of this Contract have all been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.
- b) Contractor has valid rights of control with respect to its plant size.
- c) Contractor shall comply with all environmental and other applicable governmental permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby agrees to indemnify and hold harmless the County against any punitive or other action resulting from or associated with Contractor's failure to do so.

9.2) County represents, warrants and covenants to Contractor that the execution, delivery and performance of this Contract by County have all been duly and validly authorized by all government action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of decree, order, contract or agreement to which County is a party or by which it may be bound.

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CAMDEN COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

10) Insurance

Contractor does hereby warrant that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$ 1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to the County within ten (10) days of signing Contract. Contractor shall at all times during the existence of this contract maintain liability insurance coverage in the amount not less than one million (\$1,000,000.00) dollars.

11) Hold Harmless

The Contractor does hereby agree to indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from the negligent conduct or operations arising out of the business of collection, removal and transportation of tires in accordance with the terms of this contract; and in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligent acts, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment of decree being entered against either of them, the Contractor will comply with such decree and/or pay such judgment in full, together with all costs and expenses of whatsoever nature associated therewith and hold the county harmless therefrom.

12) Disputes

Any matter that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws, legal processes and courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this contract shall be the general court of justice Camden County, Solid Waste Authority.

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CAMDEN COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

13) Miscellaneous

13.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

13.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.

13.3) This Contract embodies the entire contract between the parties and supersedes any prior agreements and understanding, oral and /or written.

13.4) This Contract may be executed simultaneously in two counterparts, each of which shall be deemed an original.

13.5) This Contract shall be governed by the laws of the State of North Carolina.

13.6) The sections and heading in the Contract are for reference purposes only and shall not effect in any way the meaning of this Contract or any part thereof.

13.7) In the event that any provisions of this Contract shall be determined to be invalid, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

13.8) All notices and other formal communications hereunder shall be made in writing and given or delivered by personal delivery or via certified mail return receipt requested to the principal at the address designated below. All notices shall be effective upon receipt.

13.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any other matter.

13.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

STATE OF NORTH CAROLINA
CAMDEN COUNTY
CENTRAL CAROLINA HOLDINGS, LLC

Notice

Contractor
Central Carolina Holdings LLC
Attn: Tom Frye
1616 McKoy Town Rd.
Cameron, NC. 28326

County
Camden County
103 Water Plant Rd
Camden, NC 27921

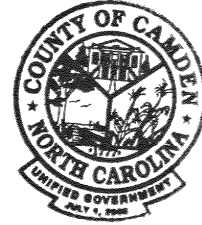
IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals
as of the date first above written.

ATTEST:

Karen McDavis

COUNTY OF CAMDEN

BY: Tom White



ATTEST:

CENTRAL CAROLINA HOLDINGS LLC:

BY: _____

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

Motion to approve the Contract Renewal with Central Carolina Holdings, LLC. For Scrap Tire Recycling & Disposal.

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

Adjourn

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

Motion to adjourn.

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

The meeting was adjourned at 7:55 PM.

Tom White, Chairman
Camden County Board of Commissioners

ATTEST:

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