



CAMDENCOUNTY

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**BOARD
OF
COMMISSIONERS**

May 01, 2017

7:00 PM

Regular Meeting

**Historic Courtroom
Courthouse Complex**

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

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

Please turn Cell Phone ringers off during the meeting.

Agenda

**Camden County Board of Commissioners
BOC - Regular Meeting
May 01, 2017
7:00 PM
Historic Courtroom, Courthouse Complex**

Welcome & Call to Order

Invocation & Pledge of Allegiance

Commissioner Tom White

ITEM Introduction of New Clerk to Board - Karen Davis

ITEM 1. Public Comments

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

ITEM 2. Consideration of Agenda (For discussion and possible action)

ITEM 3. Presentations (For discussion and possible action)

1. Presentation - Economic Improvement Council
2. Presentation - Parks and Recreation Update

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

Reconvene Commissioners' Meeting

ITEM 4. Old Business (For discussion and possible action)

- A. Update on Solar Farm Moratorium - Dan Porter

ITEM 5. Public Hearings

- A. Public Hearing - Ordinance 2017-04-01 Rezoning Application - Estate of Robert L. Whaley Jr.
- B. Public Meeting - Sketch Plan - the Fairfax Major Subdivision - A&B Builders Inc.

ITEM 6. New Business (For discussion and possible action)

- A. NFIP Community Rating System
- B. Proclamation - Designation of May 2017 as Older American's Month
- C. Proclamation - Elder Abuse Awareness Months (5/14 - 6/18)
- D. Resolution 2017-05-01 Requesting Restoration - Statutorily Authorized Appropriation of Lottery Funds
- E. Resolution 2017-05-02 Financing Terms for Fire Truck
- F. Monthly Tax Report - Lisa Anderson, Tax Administrator
- G. CEDC Board Appointments - Discussing Regarding

ITEM 7. Board Appointments (For discussion and possible action)

- 1. Board Re-Appointment - Clarann Mansfield to Camden CAC

ITEM 8. Consent Agenda

- A. FY 16-17 Budget Amendments
- B. School Budget Amendments
- C. Refunds Over \$100.00
- D. Refunds Over \$100.00 - VTS
- E. Tax Pickups & Refunds
- F. DMV Monthly Report
- G. Tax Collection Report March 2017
- H. Estimated Tax Values-2017
- I. Investment Policy
- J. Surplus Property Requests - Various Departments
- K. 2017 NCCES Pesticide Container Recycling Grant
- L. Set Public Hearing Date - FY 17-18 Budget
- M. Set Public Hearing Date - Capital Improvement Program

N. Volunteer Forms

ITEM 9. Commissioners' Report

ITEM 10. County Manager's Report

ITEM 11. Information, Reports & Minutes From Other Agencies

A. Sales Tax Collection Report

B. Register of Deeds Daily Deposit Report - March 2017

C. February/March 2017 Library Statistics

D. Community Advisory Committee Quarterly Report

E. ARPO Transportation Updates

ITEM 12. Other Matters (For discussion and possible action)

ITEM 13. Adjourn



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Presentations

Item Number: 3.1
Meeting Date: May 01, 2017
Submitted By: Amy Barnett, Planning Clerk
Administration
Prepared by: Amy Barnett

Item Title **Presentation - Economic Improvement Council**

Attachments:

Summary:

Presentation by Dr. Landon Mason, Executive Director of the Economic Improvement Council

Recommendation:

Listen to Presentation.



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Presentations

Item Number: 3.2

Meeting Date: May 01, 2017

Submitted By: Tim White, Parks & Recreation Director
Parks & Recreation
Prepared by: Amy Barnett

Item Title **Presentation - Parks and Recreation Update**

Attachments: Parks and Rec Talking Points for PPT 5-1-17 BOC Mtg
(PDF)
2017 May BOC Parks + Recreation Report - PPT (PDF)

Summary:

Tim White will provide an update regarding Parks and Recreation activities.

Recommendation:

Listen to Presentation.

Recreation

May 2017 -BOC Update

PowerPoint Presentation Talking Points

Slide 1

Introduction

Slide 2

What does Recreation Mean? It is what we do for fun, the activities that provide us with pleasure and relaxation in our free time. It may be through sports, hobbies, cultural arts or some other form. Recreation can be as simple as anything that provides enjoyment without other outcomes.

Slide 3

Planning to Meet Recreation Needs

Recreation programming is the process of planning to create opportunities for people to engage in recreation experiences.

- Enhance rather than compete with other community recreation activities by filling in the gaps and not duplicating existing activities
- Emphasize self-directed programs and activities that individuals can enjoy on their own
- Balance program offerings between indoor and outdoor activities
- Utilize all existing facilities
- Include passive as well as active forms of recreation
- Offer programs based upon the needs and interests of the community
- Use available funds for the best interest of the largest number of people

Slide 4

What and who makes up the recreation opportunities being provided in our local area:

Local government

- Camden County Parks and Recreation

North Carolina State Parks

- Great Dismal Swamp State Park

Neighboring county/municipal park and recreation agencies

- Elizabeth City/Pasquotank County Parks and Recreation
- Currituck County Parks and Recreation

Non Profit Associations

- Albemarle Area YMCA, Elizabeth City, NC
- Albemarle Area YMCA, Currituck County, NC

Private for-profit enterprises

- Planet Fitness, Elizabeth City, NC
- Fitness Warehouse, Elizabeth City, NC

Slide 5**Camden County Facilities**

Camden Community Park

- 8 Baseball and Softball Fields, 2 Batting Cages, Football/Soccer Field, Large practice areas, Tennis Court, Sand Volleyball Court, Walking Trails and Track, Outdoor Fitness Trail (Youth & Adult), Pavilion, Basketball Court, Disc Golf Course, Playground, Inclusive Playground, Restrooms and Concession Stands

One Mill Park

- Boat Ramp, Pier, Boardwalk, Playground, Pavilions, Restrooms, Canoe & Kayak Launch

Dismal Swamp Walking and Biking Trail

- 3 Miles of Paved Trail, Picnic Tables

Milltown Road Boat Ramp, Canoe & Kayak Launch

- Boat Ramp, Canoe & Kayak Launch and Pier

Senior Trail

- 1/3 Mile Boardwalk, Gazebo and Pier

Treasure Point

- Pier, Nature Trail, Picnic Tables, Canoe & Kayak Launch

North Carolina State Parks

- Great Dismal Swamp State Park

North Carolina Wildlife Resources Commission

- Sawyers Creek Public Boat Access

Camden County Schools

- Grandy Primary/Camden Intermediate School Gymnasium
- Camden County Middle School Gymnasium

Slide 6

Youth vs Adult Programming

Slide 7***Camden County Recreation and Community Programs/Events (annual & ongoing)***

- Camden Youth League Baseball & Softball
Boys and Girls Ages 4-16
- Camden County Parks and Recreation Girls Volleyball
Girls Ages 7-15
- Camden Youth Football Tackle Football and Cheerleading
Boys and Girls Ages 7-12
- Shiloh Sharks Youth Tackle Football and Cheerleading
Boys and Girls Ages 5-12
- Camden Youth League Soccer
Boys and Girls Ages 4-12
- Camden County Parks and Recreation Youth Basketball
Boys and Girls Ages 5-16
- Girls Volleyball Summer Clinics and Training
Girls 9-15
- STEM Summer Camp(s)
- Easter Egg Hunt & Fun Day
- Spirit Cheerleading Camp
- Bruin Basketball Cam
- Lady Bruins Volleyball Camp
- Dismal Day
- NC Heroes Fund Event
- Grandy Primary Fall Festival
- Holly Days

Slide 8**Camden Community Park Usage/Timeline (organized Team sports/activities)**

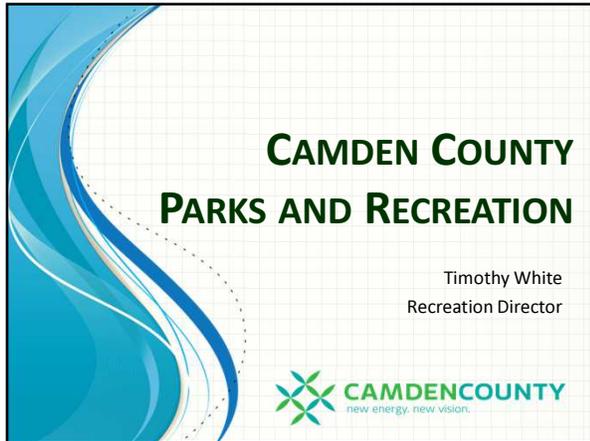
- Camden County High School Girls Soccer
Mid-February through Mid-May (Front Soccer Field)
Monday-Friday 3:30pm-6:00pm, Saturday mornings
- *Camden County High School Track & Field*
Mid-February – Mid-May (Track, Discus, Shotput, High Jump & Long Jump)
Monday-Friday 3:30pm-5:30pm
- *Camden Middle School Track & Field*
Mid-February – Mid-May (Track, Discus, Shotput, High Jump & Long Jump)
Monday-Friday 3:30pm-5:30pm
- *Camden Youth League Baseball, Softball & Soccer*
Late March through Mid-July (Field 1, Field 2, Field 3, Field 4, Field 5, Field 6, Field 7 & Field 8)
Monday-Friday 5:00pm-9:00pm, Saturday (all day)
- *Camden County High School Boys Soccer*
August through Mid-November (Front Soccer Field)
Monday-Friday 3:30pm-8:30pm
- *Camden Bears Youth Football and Cheerleading*
August through Mid-November (Back Practice Field & Game Field)
Monday-Thursday 6:30pm-8:30pm (exceptions: CCHS Home Soccer Games)
- *Camden Youth League Baseball, Softball & Soccer*
August through Mid-November (Back Game Field, Field 4, Field 5 & Field 6)
Monday-Friday, Saturday (all day)

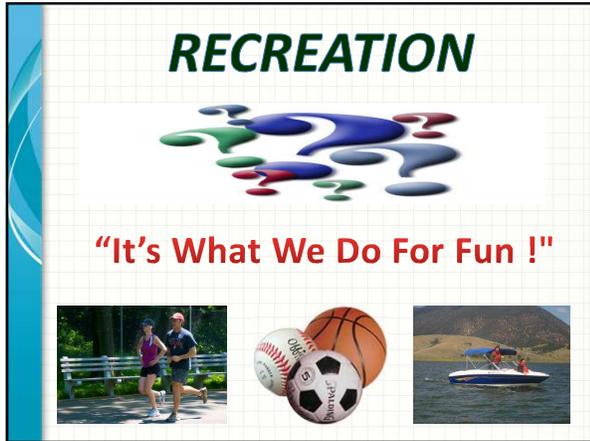
Camden County Recreation Personnel

Recreation Director
Recreation Superintendent
Recreation Maintenance Worker/Supervisor

Slide 9**Summary**

- Coordination is the key. It is impossible for a small county to adequately meet all the needs of the population alone due to lack of budget, facilities and staff. Ensuring that the population has a well-rounded recreation program means coordinating with community groups, community schools, neighboring municipalities, neighboring counties, nonprofit organizations and profit organizations that offer recreational opportunities.
- Quality of our programs
- Quality of our facilities
- Serve the Public!







RECREATION in our Area

*** Non Profit**
*** For Profit**
*** Government**

PARKS & ATHLETIC FACILITIES

PROGRAMMING

Understanding Youth vs Adult Programs

Schedule/Time Line

January – December
(annually)







FUTURE PLANS

- 1 • Camden County Schools?
- 2 • Continue SUCCESSFUL Programs
Survey & Monitor Community Needs
- 3 • Budget & Staff

Facilities & Program

Summary

**Coordination
Quality Programs
Quality Facilities
Serve the Public**





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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Old Business

Item Number: 4.A
Meeting Date: May 01, 2017
Submitted By: Dan Porter, Planning Director
Planning & Zoning
Prepared by: Amy Barnett

Item Title Update on Solar Farm Moratorium - Dan Porter

Attachments:

Summary:

Dan Porter will update the Board of Commissioners regarding Solar Farm Moratorium.

Recommendation:

Listen to update.



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Public Hearings

Item Number: 5.A

Meeting Date: May 01, 2017

Submitted By: Dave Parks, Permit Officer
Planning & Zoning
Prepared by: Amy Barnett

Item Title **Public Hearing - Ordinance 2017-04-01 Rezoning Application
- Estate of Robert L. Whaley Jr.**

Attachments: Ordinance 2017-04-01 Rezoning Whaley (PDF)
Whaley Rezoning Findings (PDF)
Whaley Application and docs (PDF)

Summary:

Estate of Robert L. Whaley, Jr. has applied to rezone approximately 5 of 80 acres of land that abut South Highway 343. Owner has contract to purchase the farmland excluding the 3 dwellings on the property. Current zoning (GUD) requires 5 acre minimum when subdividing. Staff presented the rezoning request to the Planning Board on March 15, 2017 and after discussion Planning Board made the following motions:

- 1) Consistency Statement: Motion was made that the requested zoning change was consistent with Camden County's CAMA Land Use Plan and Comprehensive Plan. Motion passed on a 5-0 vote.
- 2) Recommendation: Motion was made recommending approval of the rezoning as recommended by Planning Staff. Motion passed on a 5-0 vote.

Recommendation:

Hold Public Hearing, then amend agenda to add consideration of this item to New Business as Item H.

Ordinance No. 2017-04-01

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

Article I: Purpose

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

Article II. Amendment to Zoning Map

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

The portion of property (approximately 5 acres) as indicated in the rezoning file UDO 2017-02-16, of properties currently shown in the Camden County Tax Assessor's Office as PIN's 02-8934-02-68-8036 and 02-8934-02-78-5266 are hereby re-zoned from General Use District (GUD) to Basic Residential (R3-1).

Article III. Penalty

1. Violations of the provision of this Ordinance or failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with grants of variances or Special Use or Conditional Use Permits, shall constitute a misdemeanor, punishable by a fine of up to five-hundred (\$500) dollars or a maximum thirty (30) days imprisonment as provided in G. S. 14-4.
2. Any act constituting a violation of the provisions of this Ordinance or a failure to comply with any of its requirements, including violations of any conditions and safeguards established in connection with the grants of variances or Special Use or Conditional Use Permits, shall also subject the offender to a civil penalty of one-hundred (\$100) dollars for each day the violation continues. If the offender fails to pay the penalty within ten (10) days after being cited for a violation, the penalty may be recovered by the county in a civil action in the nature of debt. A civil penalty may not be appealed to the Board of Adjustment if the offender was sent a final notice of violation in accordance with Article 151.568 and did not take an appeal to the Board of Adjustment within the prescribed time.

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

Article IV. Severability

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

Article V. Effective Date

This Ordinance is effective upon adoption.

Adopted by the Board of Commissioners for the County of Camden this _____ day of _____ 2017.

Camden County, North Carolina

Clayton Riggs, Chairman
Board of Commissioners

ATTEST:

Amy Barnett
Asst. Clerk to the Board

(SEAL)

STAFF REPORT

**UDO 2017-02-16
Zoning Map Amendment**

PROJECT INFORMATION

File Reference: UDO 2017-02-16
Project Name; N/A
PIN: 02-8934-02-68-8036
 02-8934-02-78-5266
Applicant: Estate of Robert L. Whaley, Jr.
Address: 3 Duchess Ct.
 Baltimore, MD 21237
Phone: (443) 559-6604
Email:
Agent for Applicant: E.T. Hyman Surveying
Address: 133 U.S. Hwy 158 West
Phone: (252) 338-2913
Email:
Current Owner of Record: Same as applicant
Meeting Dates:
 3/15/2017 **Planning Board**

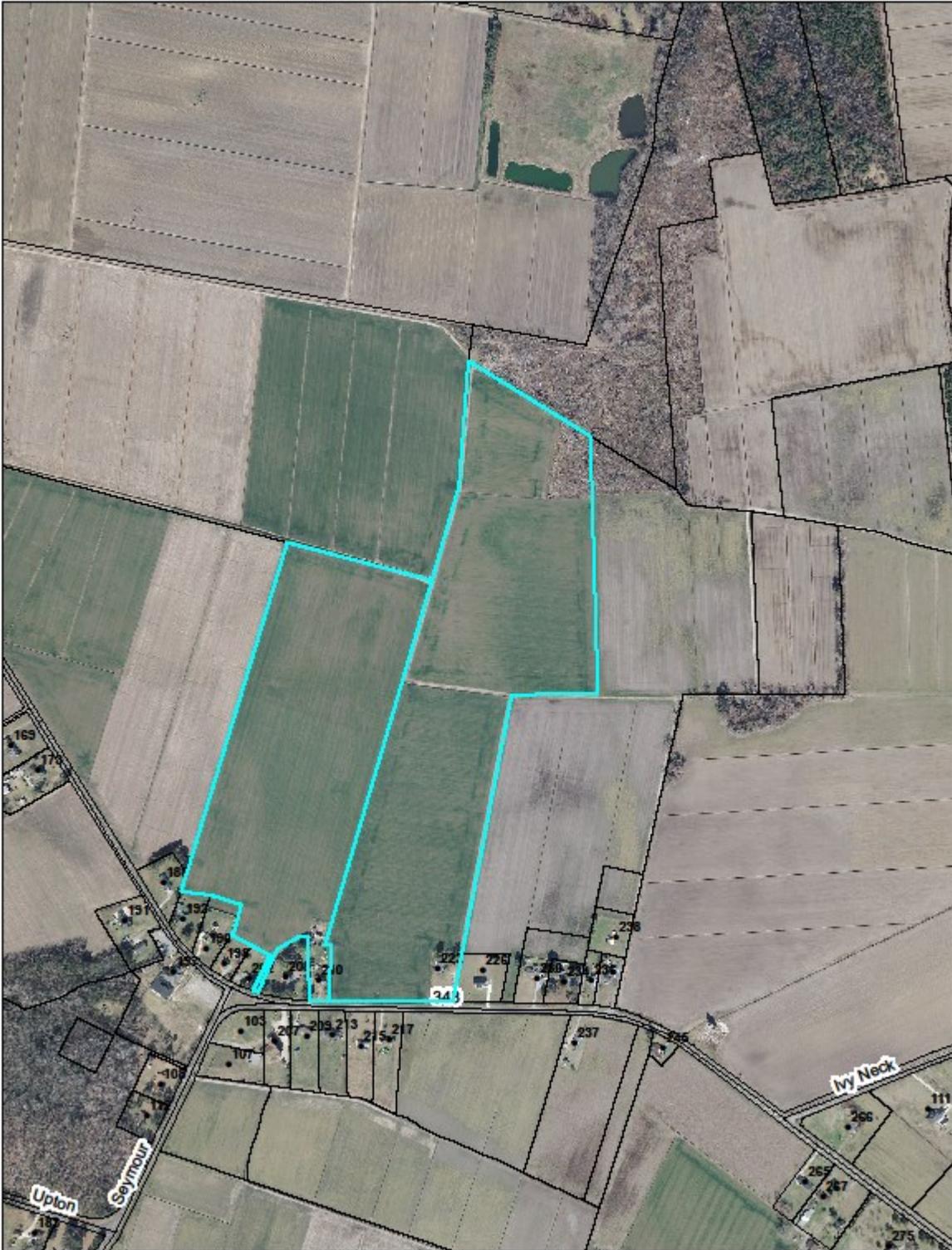
Application Received: 2/15/17
By: David Parks, Permit Officer
Application Fee paid: \$650 Check #5765
Completeness of Application: Application is generally complete
Documents received upon filing of application or otherwise included:
A. Rezoning Application
B. Aerial of portion of property requested to be rezoned.
C. Email authorizing Eddie Hyman to act as agent.
D. Deed
E. GIS Aerial, existing zoning, Comprehensive Plan future land use and CAMA Land Use Plan Suitability Maps
F. Offer to purchase contract

PROJECT LOCATION:

Street Address: Property located adjacent to 210 & 222 South Highway 343.
Location Description: Courthouse Township

Attachment: Whaley Rezoning Findings (1652 : Public Hearing - Ordinance 2017-04-01 Rezoning Application - Estate of Robert L. Whaley Jr.)

Vicinity Map:



REQUEST: Rezone from General Use District (GUD) to Basic Residential (R3-1) 5 acres of land along Hwy 343 South for a two lot minor subdivision where existing homes are located. Owner has offer to purchase contract with adjacent owner to the south who desires to keep in farm use, but doesn't want the dwellings as part of the sale.

From: General Use District (GUD)

To: Basic Residential (R3-1)

The GUD district is established to allow opportunities for very low density residential development and bona fide farms, along with agricultural and related agricultural uses (e.g., timber, horticulture, silviculture and aquaculture.)

The R3 Districts are designed to provide for low density residential development in areas that are adjacent to those areas primarily devoted to agriculture. Subdivision in the R3-1 district requires a minimum of one acre per lot.

SITE DATA

Lot size: Both lots contain approximately 80 acres.
Flood Zone: Zone X (Located outside the 100)
Zoning District(s): General Use District (GUD)
Existing Land Uses: Agriculture

Adjacent Zoning & Uses:

	North	South	East	West
Zoning	General Use District (GUD)	Basic Residential (R3-1)	Residential (R3-2) (R2)	Basic Residential (R3-2)
Use & size	Farmland	Predominately Farmland with houses along 343	Farmland	Predominately Farmland with houses along 343

Proposed Use(s):

See attached Permitted Use Table comparison.

Description of property:

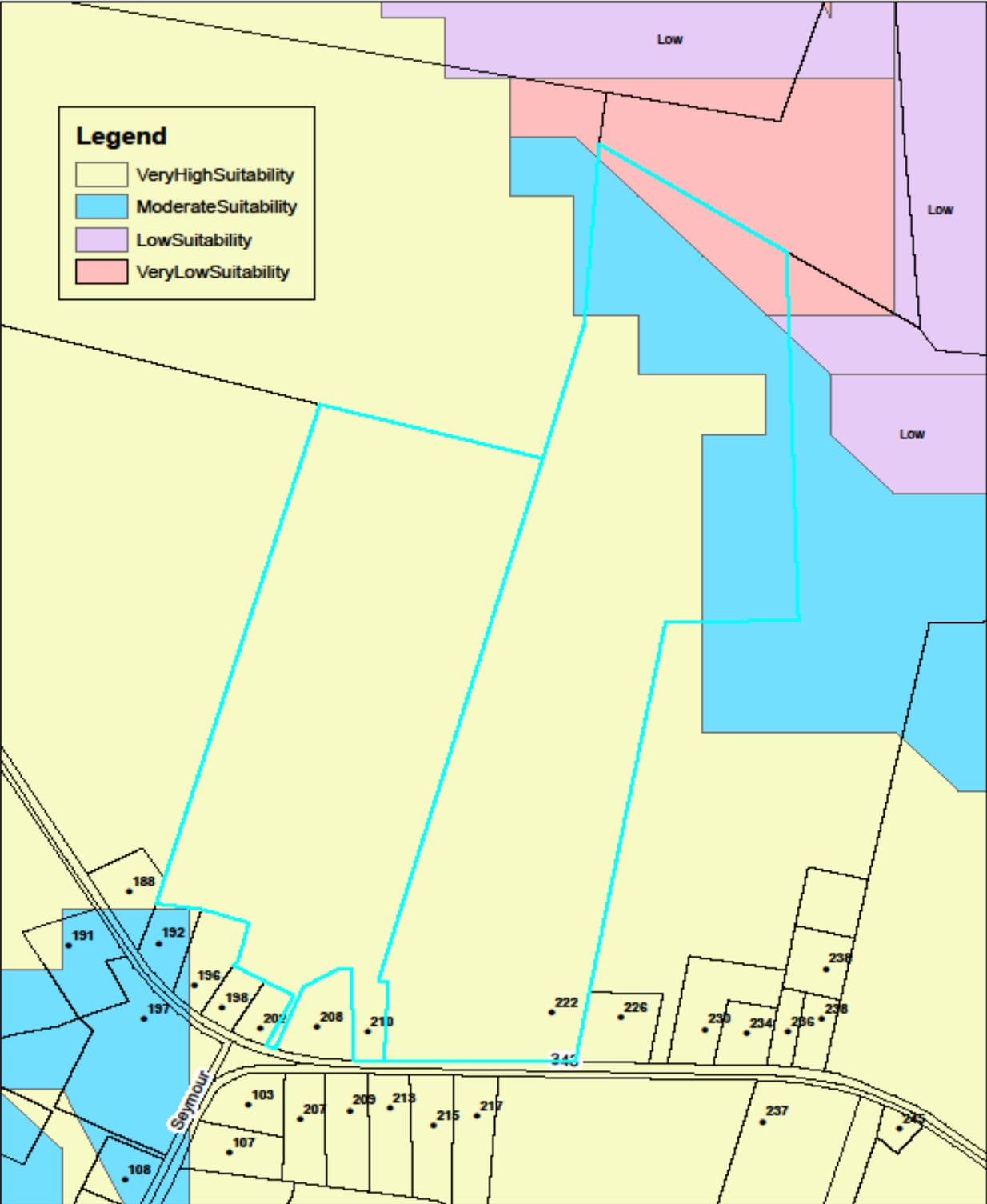
Property abuts South Hwy 343 on the eastern side. There are currently 3 dwellings existing on both lots with the remainder in farm use.

ENVIRONMENTAL ASSESSMENT

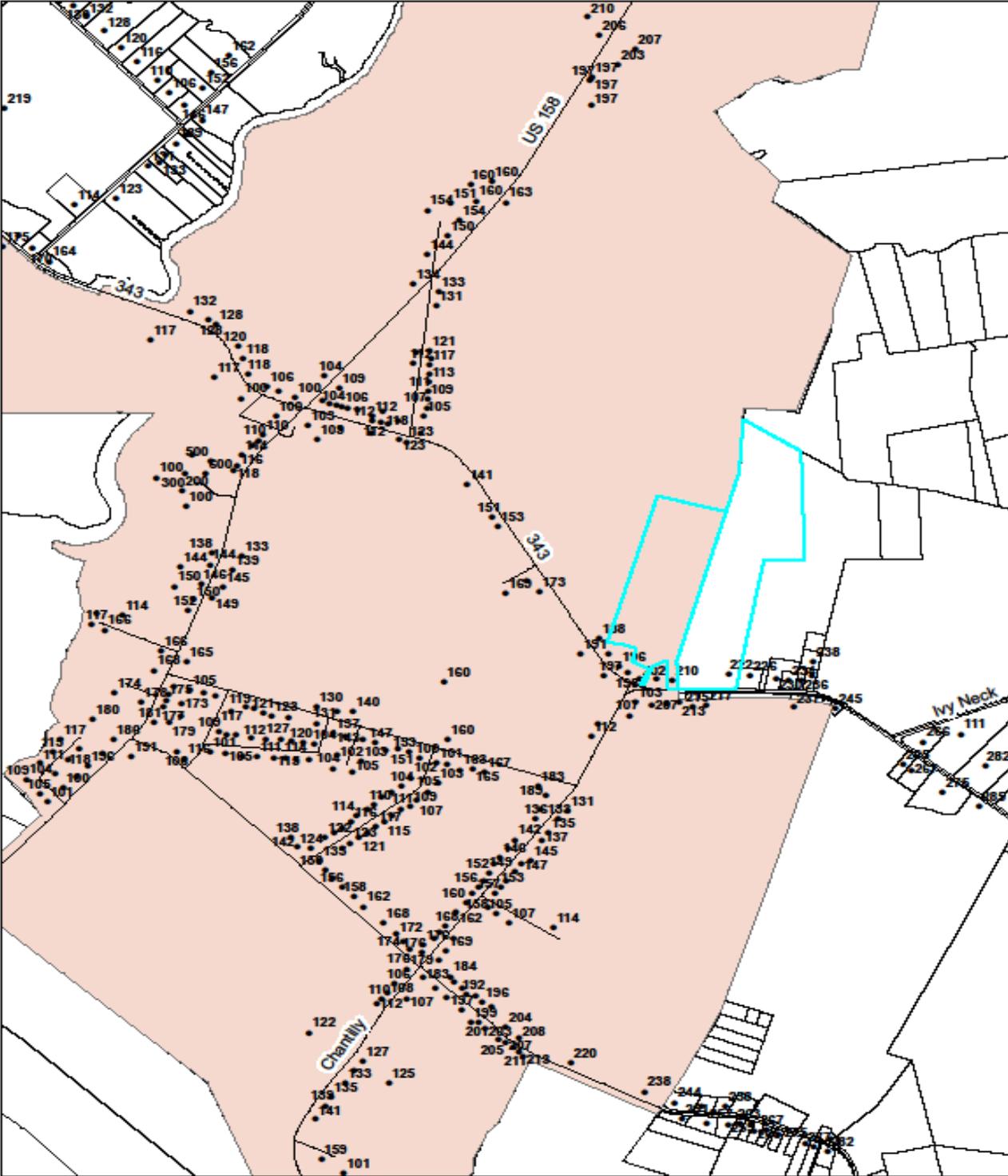
Streams, Creeks, Major Ditches: None.
Distance & description of nearest outfall: Approximately 1 mile.

Attachment: Whaley Rezoning Findings (1652 : Public Hearing - Ordinance 2017-04-01 Rezoning Application - Estate of Robert L. Whaley Jr.)

Land Suitability:

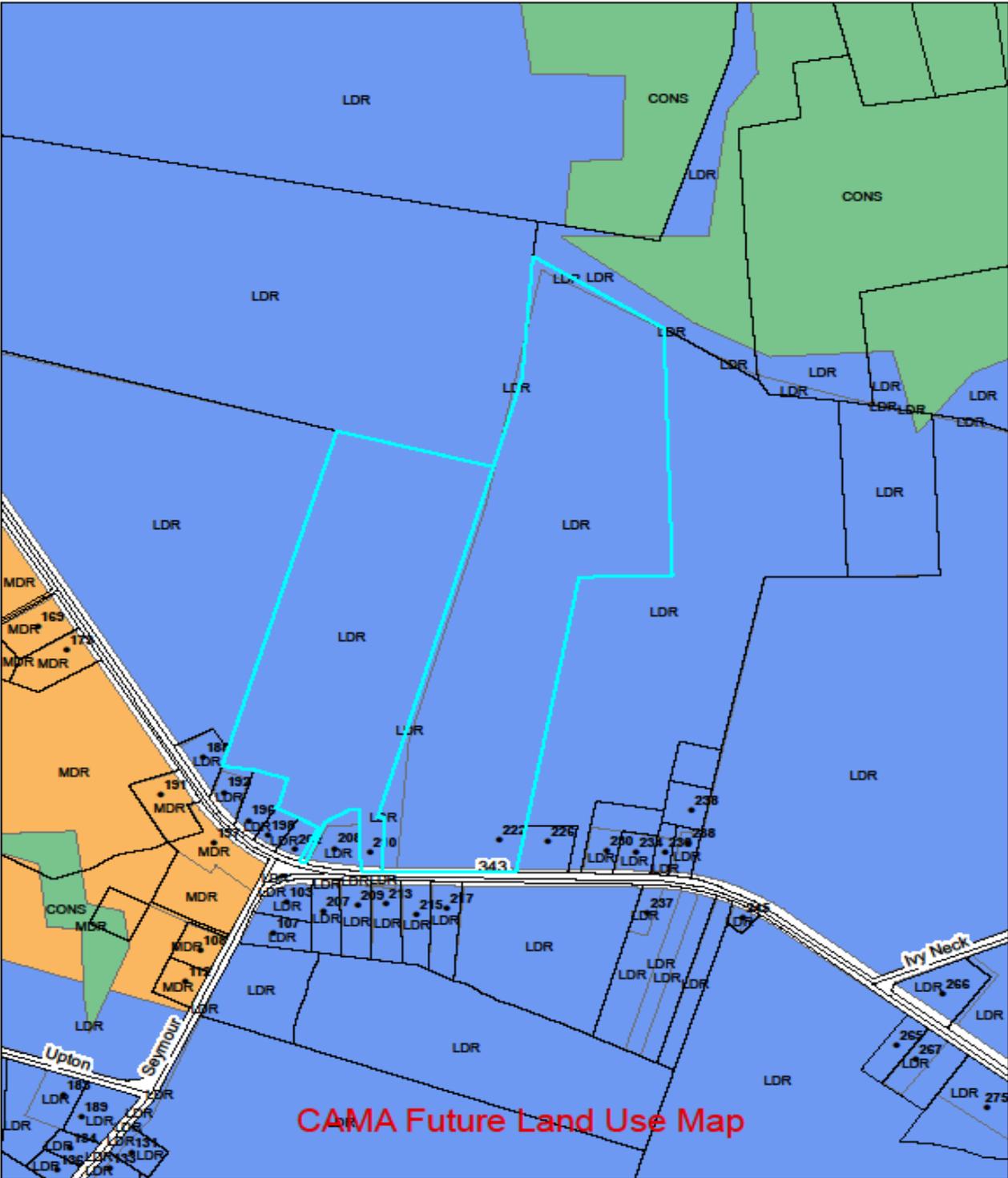


Courthouse Core Village



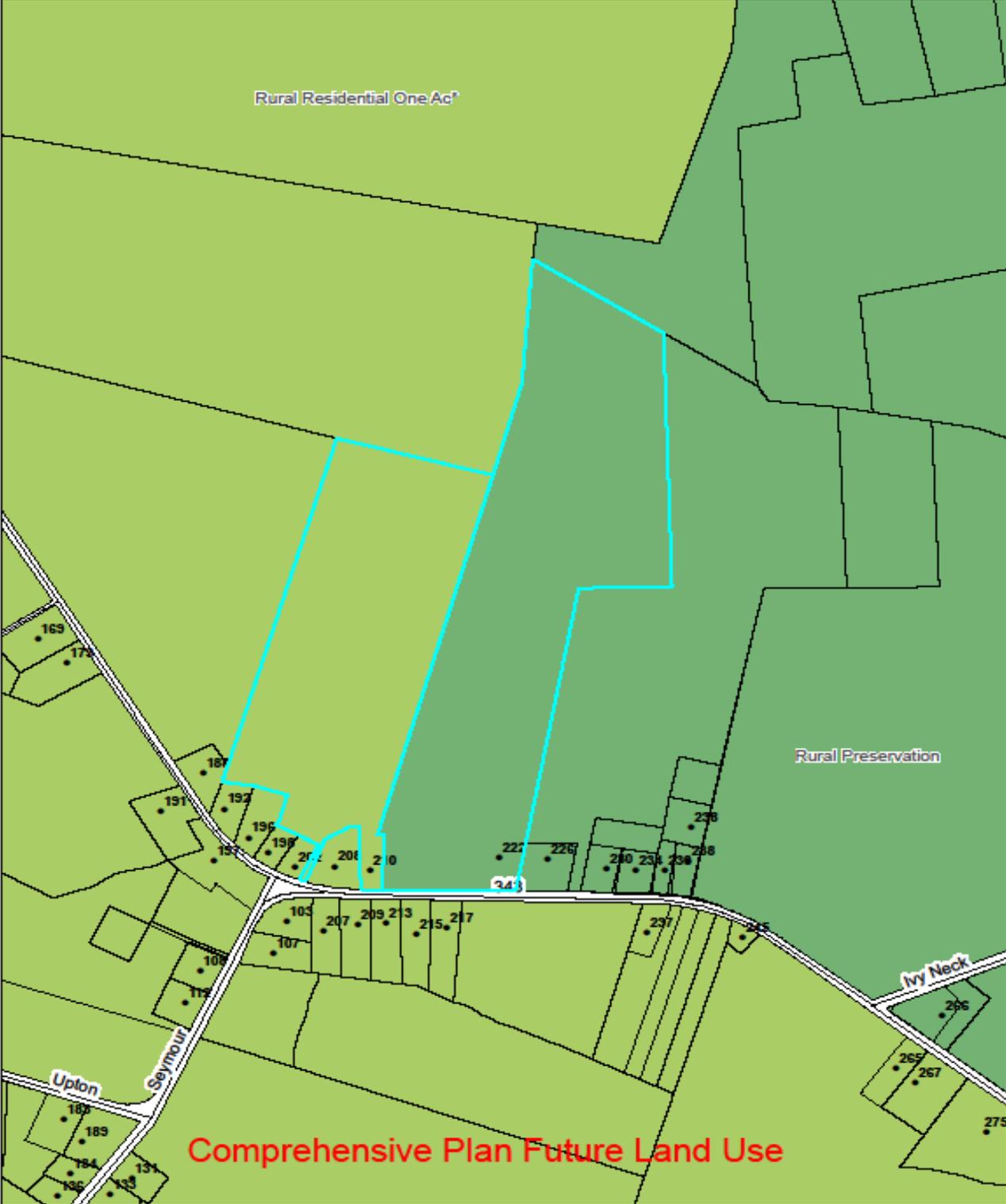
Attachment: Whaley Rezoning Findings (1652 : Public Hearing - Ordinance 2017-04-01 Rezoning Application - Estate of Robert L. Whaley Jr.)

CAMAFuture Land Use Maps:



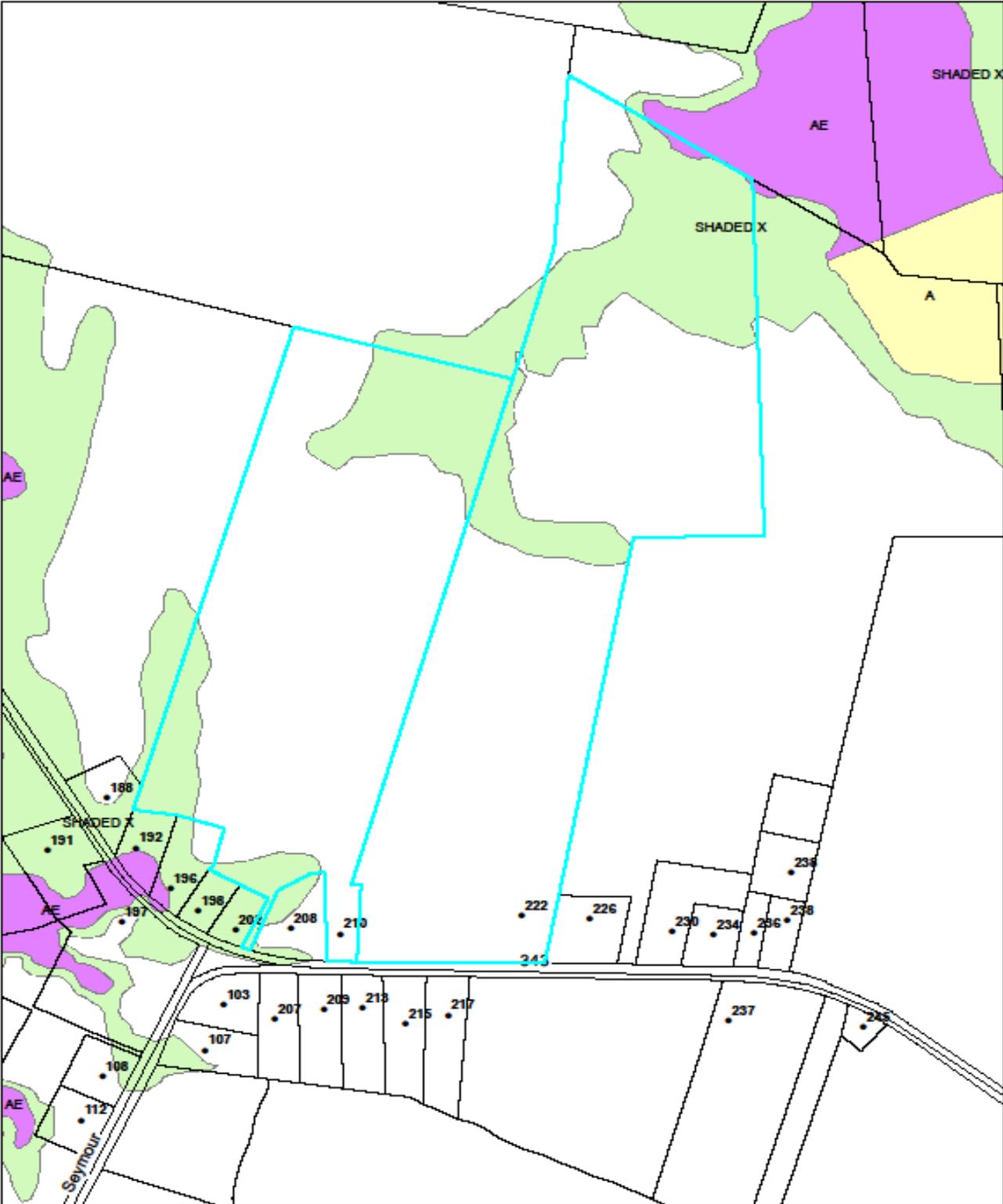
Attachment: Whaley Rezoning Findings (1652 : Public Hearing - Ordinance 2017-04-01 Rezoning Application - Estate of Robert L. Whaley Jr.)

Comprehensive Plan Future Land Use Map



Attachment: Whaley Rezoning Findings (1652 : Public Hearing - Ordinance 2017-04-01 Rezoning Application - Estate of Robert L. Whaley Jr.)

Floodplain Map



INFRASTRUCTURE & COMMUNITY FACILITIES

Water	Water line located adjacent to property on Highway 343.
Sewer	Four Perc tests not required as dwellings exist on lots desiring to be Subdivided
Fire District	South Camden Fire District. Station located approximately 2 miles from Station located on Sawyers Creek Road.
Schools	Impact already calculated with existing dwellings.
Traffic	Traffic not exceed road capacities.

PLANS CONSISTENCY

CAMA Land Use Plan Policies & Objectives:

Consistent Inconsistent

The proposed zoning change is inconsistent with the CAMA Land Use Plan which was adopted by the Camden County Board of Commissioners on April 4, 2005 in that it could be determined as spot zoning due to the amount of acreage requested. However, it will allow for the preservation of farmland which is part of the Community Vision in maintaining the County’s rural and cultural heritage.

PLANS CONSISTENCY – cont.

2035 Comprehensive Plan

Consistent Inconsistent

Consistent with Comprehensive Plan Future Land Use Maps as one parcel is identified as Rural Residential 1 acre lots and inconsistent as the other parcel is identified as Rural Preservation.

PLANS CONSISTENCY – cont.

Comprehensive Transportation Plan

Consistent Inconsistent

Property abuts Highway 343 South.

Other Plans officially adopted by the Board of Commissioners

Attachment: Whaley Rezoning Findings (1652 : Public Hearing - Ordinance 2017-04-01 Rezoning Application - Estate of Robert L. Whaley Jr.)

N/A

FINDINGS REGARDING ADDITIONAL REQUIREMENTS:

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

Reasoning: The proposed zoning change will not enhance the public health, safety, or welfare as the proposed change will allow the owner to cut out two lots with existing dwellings on them and keep the remainder as farmland. Has an offer to purchase contract for the farmland.

Yes No **Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification?**

Reasoning: Due to the small amount of acreage requested to be rezoned, the permitted uses will not significantly change to say which one would be more appropriate.

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

Yes No **Is this an expansion of an adjacent zoning district of the same classification? N/A**

Reasoning:

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

Reasoning:

Yes No

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

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

Yes No

Does the request impact any CAMA Areas of Environmental Concern?

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

Yes No

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

Reasoning: These are areas in the county (right outside the core villages) that are identified as appropriate for the requested zoning classification.

Yes No

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

Reasoning: As stated above.

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

Schools – The higher density would have an impact on the schools, however in this instance the impacts have already been identified with the existing homes.

Fire and Rescue – No impact.

Law Enforcement – No impact.

Parks & Recreation – No impact

Traffic Circulation or Parking – N/A

Other County Facilities – No.

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

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

	Personal Benefits/Impact	Community Benefits/Impact
With rezoning	Would allow owner to subdivide out two lots out of the farm as perspective buyer on want to purchase and maintain farmland.	Preservation of farmland.
Without rezoning	No personal benefit. Sale of property impact.	No change.

STAFF COMMENTARY:

The property has a buyer for just the farmland. In order to subdivide the existing dwellings (3 dwelling, one to be demolished) existing zoning requires 5 acre minimums for each lot. In order to preserve as much farmland as possible owner on desires to rezone property along 343 (5 acres) to 1 acres lots which would allow to subdivide out the houses on one acre lots and preserve land that is already being farmed. Note that it will allow the possibility of further subdividing the remained land along 343 into 3 additional lots.

STAFF RECOMMENDATION: Staff recommends approval of the rezoning as it is consistent with both the CAMA Land Use Plan and Comprehensive Plan as it allows for the preservation of farmland in keeping with the vision of the County to preserve its rural character and cultural heritage.

PLANNING BOARD RECOMMENDATIONS:

1. Motion was made the requested rezoning was consistent with the CAMA Land Use Plan and Comprehensive Plan. Motion passed on a 5-0 vote.
2. Motion was made to approve the rezoning as presented by staff. Motion passed on a 5-0 vote.

Zoning Change Application
County of Camden, North Carolina

A rezoning may be obtained pursuant to Article 151.580 of Unified Development Ordinance (UDO) of Camden County and upon approval by the Board of Commissioners after a recommendation from the Planning Board.

Please consult the Planning Office (1-252-338-1919) with any questions about your application.

PLEASE PRINT OR TYPE

Please Do Not Write in this Box	
PIN: 02-8934-02-68-8036	and
02-8934-02-78-5266	
UDO#	2017-02-16
Date Received:	2-15-17
Received by:	D. Parks
Zoning District:	GUD
Fee Paid: \$	650.00

Applicant's Name: ESTATE OF ROBERT L. WHALEY, JR.

check# 5765
Paid by: E.T. Hymar
Surveying,

If the Applicant is acting as agent for another person (the "principal"), please give that person's name on the line below and submit a copy of the agency agreement/letter with this Application.

Applicant's Mailing Address: 3 DIXESS CT
BALTIMORE, MD 21237

Daytime Phone Number: (443) 559-6604

Street Address Location of Property: 210 and 222 Hwy 343 South, Camden, NC 27921

General Description of Proposal: Rezone from GU to R3-1, 5 acres of land along Hwy 343 South for a 2-Lot Minor Subdivision where existing homes are.

I swear or affirm that the foregoing information and all attachments hereto (now or subsequently provided as part of this application) are true and correct to the best of my knowledge.

Signed: [Signature]
R. LEE WHALEY III, EXECUTOR

Dated: 2/13/2017

Please include a site plan with this application and any other supporting documentation that the applicant feels would assist the Board of Commissioners and the Planning Board in determining the need for a zoning change.

* Information to be filled out by Planning Department

*Is the Property in a Watershed Protection area? No

*Flood Zone (from FIRM Map): X *Taxes paid? yes no

Attachment: Whaley Application and docs (1652 : Public Hearing - Ordinance 2017-04-01 Rezoning Application - Estate of Robert L. Whaley Jr.)

Zoning Change Application Questions

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

(A) How will the proposed zoning change enhance the public health, safety or welfare? (Article 151.585)

Rezoning will expand an existing R-3-1 residential zone by 5 acres and allow 2 existing homes to be subdivided as 1 acre residential lots and ultimately sold. The zoning change will enhance public health, safety and welfare because aesthetically the appearance will not change, 8 acres of productive farm land will remain in use and the need for County Services will not change.

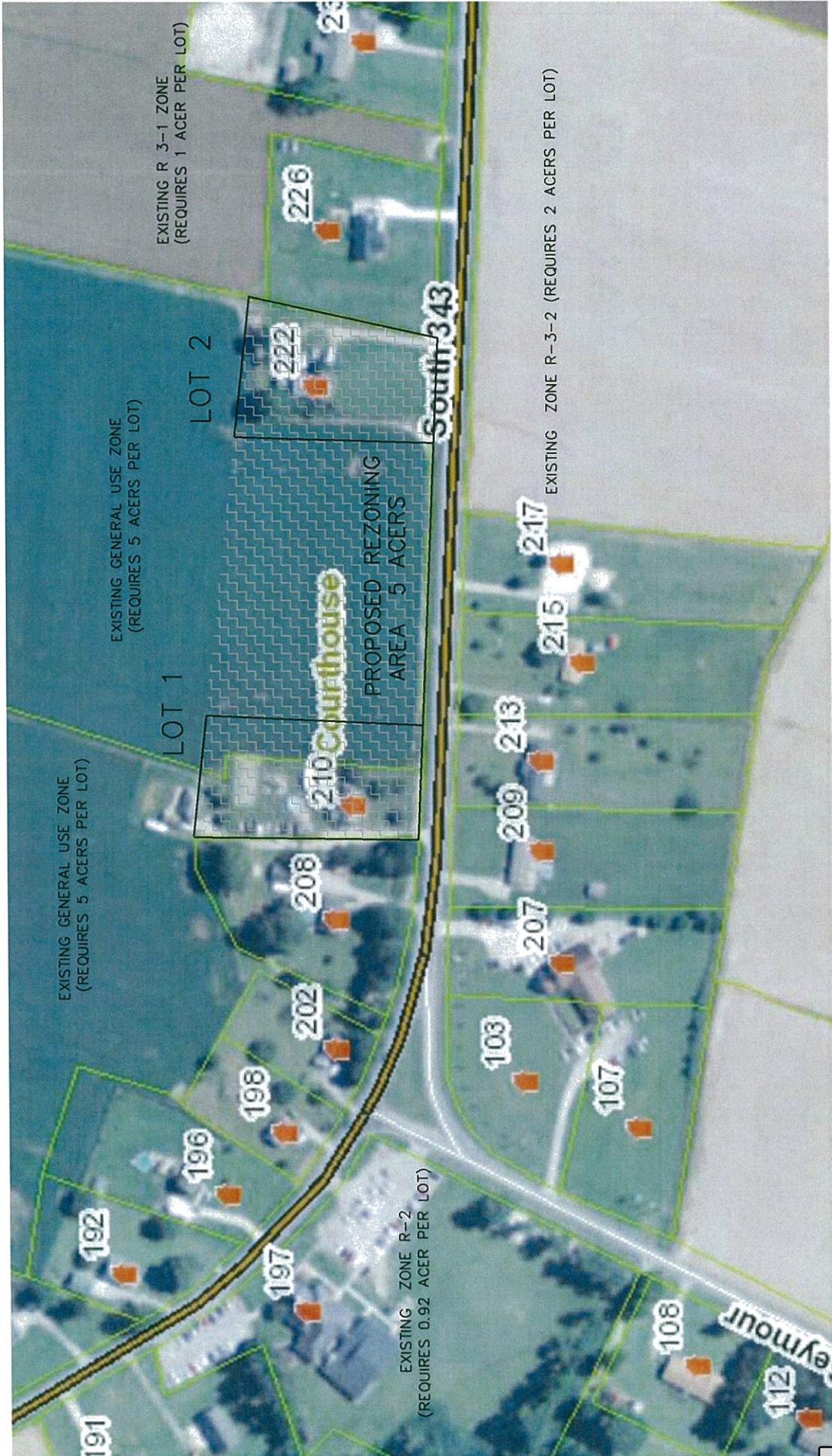
(B) Is the entire range of permitted uses in the requested classification more appropriate than the range of uses in the existing classification? (Article 151.585)

The uses in the R-3-1 zone and the General Use District are similar, the big difference is density. Rezoning to the higher density of 1 acre lots will be more compatible with the surrounding lots and the adjacent zones, also this property is located near the community core of Camden. Most rezoning requests are followed up development plans such as subdivision plans or site development plans. In this case, the owner wishes to sell 2 existing homes on individual 1 acre lots. Under the current zone to divide and sell the homes, the owner must create a 5 acre lot for each home needlessly taking 8 acres of productive farm land out of production.

(C) For proposals to re-zone to non-residential districts along major arterial roads (Article 151.586):

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

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



Dave Parks

From: R. Lee <RLeeWhaley@msn.com>
Sent: Thursday, February 16, 2017 12:45 PM
To: Eddie Hyman
Cc: 'Robert Luther'; 'Dave Parks'
Subject: RE: rezoning submittal

Eddie,

This email will authorize you and/or Robert Luther to represent my father's estate, in connection with the rezoning application, at the meetings of the Camden County Planning Board and Commissioners meetings.

Let me know if you need any additional authorizations.

Thanks,

Lee

R. Lee Whaley, CPA
 Executor for the Estate of Robert L. Whaley, Jr.
 P.O. Box 43028
 Baltimore, MD 21236
 Office 443.559.6604
 Cell 410.456.0987

From: Eddie Hyman [<mailto:eddie@ethymansurveying.com>]
Sent: Thursday, February 16, 2017 9:27 AM
To: 'R. Lee'
Cc: 'Robert Luther'; 'Dave Parks'; 'Robert Luther'
Subject: rezoning submittal

Lee,

Attached is the application as submitted for the rezoning.

I need an email form you giving myself and Bob Luther permission to represent you at the upcoming Planning Board and Commissioners meetings.

Thanks Eddie



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between
a(n) Limited Liability Company (Buyer), and
Robert Lee Whaley III, Lynn Whaley Sawyer and Mark Howard Whaley
Individuals ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.
(a) "Property": (Address) 4 Whaley Family Land Parcels on and off of Hwy 343 South in Courthouse Twp., Camden, NC, excluding home-sites. Acreage to be determined by pending survey.

Plat Reference: Lot(s) _____, Block or Section _____ as shown on Plat Book or Slide at Page(s) _____, _____ County, consisting of _____ acres.

[X] If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference.
(For information purposes: (i) the tax parcel number of the Property is: See Attached Exhibit A and, (ii) some or all of the Property, consisting of approximately _____ acres, is described in Deed Book _____, Page No. _____, _____ County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ To Be Determined in Accord with survey plus Cleared Acres x \$ _____ per acre plus Wooded Acres x \$ _____ per acre
"Purchase Price" shall mean the sum of _____ Dollars, payable on the following terms:

\$ 2,500.00 (i) "Earnest Money" shall mean Two Thousand, Five Hundred Dollars or terms as follows: PERSONAL CHECK

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with Long and Foster (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc. Buyer Initials _____ Seller Initials _____

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Long and Foster, 1100 W. Elizabeth St. Elizabeth City, NC 27804 Produced with zipForm® by zipLogic, 18070 Fifteen Mile Road, Fraser, Michigan 48807 www.zipform.com

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ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ _____ (ii) Proceeds of a new loan in the amount of _____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____ % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on Exhibit B. Buyer shall pay all costs associated with any such loan.

\$ _____ (iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ _____ (iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____ %) per annum, and a current payment amount of \$ _____. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, time being of the essence. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

To Be Determined
in Accord with
Sewley

\$ _____ (v) Cash, balance of Purchase Price, at Closing in the amount of _____ Dollars.

Buyer Initials _____ Seller Initials _____

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- (c) "Closing" shall mean the date and time of recording of the deed. Closing shall occur on or before March 21, 2017 or sooner fifteen (15) days following the termination of the Examination Period.
- (d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through through 11:59pm (based upon time at the locale of the Property) on MAY 1 2017 OR UPON THE SATISFACTION OF THE CONTINGENCIES IN PARAGRAPH 1 OF EXHIBIT B, WHICHEVER LAST TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD. OCCURS.
- (f) "Broker(s)" shall mean:
 - Long and Foster - Elizabeth City ("Listing Agency"),
 - Robert W Luther III ("Listing Agent" - License # 282564)
 - Acting as: Seller's Agent; Dual Agent
 - and Long and Foster - Elizabeth City ("Selling Agency"),
 - Robert W Luther III ("Selling Agent" - License # 282564)
 - Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent
- (g) "Seller's Notice Address" shall be as follows:

Robert Lee Whaley III, PO Box 43028, Baltimore, Md, 21236

except as same may be changed pursuant to Section 12.
- (h) "Buyer's Notice Address" shall be as follows:

7 Cousins Land Company LLC, 217 Lambs Road, Camden, NC 27921

except as same may be changed pursuant to Section 12.
- (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

Seller shall pay for surveys to be completed of the subject properties to determine number of wooded and cleared acres to be conveyed AND FOR THE REZONING OF THE TWO HOMESITES LOCATED ON THE PROPERTY FROM 5 ACRES EACH TO 1 ACRE EACH.

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Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective easements or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before _____, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

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(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement:

(a) A list of all Leases shall be set forth on **Exhibit B**;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

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Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §23A-12.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

NONE

Buyer Initials _____ Seller Initials _____

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Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any. Seller represents that the regular owners' association dues, if any, are \$ _____ per _____

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Buyer Initials _____ Seller Initials _____

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THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

SRI LER:

Individual

Individual

Date: _____

Robert Lee Whaley III
Date: _____

Date: _____

Lynn Whaley Sager
Date: _____

Business Entity

Business Entity Mark Howard Whaley
Date: _____

7 Cousins Land Company LLC
(Name of Entity)

(Name of Entity)

By: _____

By: _____

Name: _____

Name: _____

Title: BRYANT F. JENNINGS
MANAGING MEMBER

Title: _____

Date: _____

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

LONG AND FOSTER
(Name of Firm)

Date: _____

By: _____

Name: _____

ETHAN S. MEIGGS

Title: MANAGING MEMBER

Date: _____

pg 8 of 14

Attachment: Whaley Application and docs (1652 : Public Hearing - Ordinance 2017-04-01 Rezoning Application - Estate of Robert L. Whaley Jr.)

Exhibit A

Land Contract - Whaley, et al to 7 Cousins Land Company LLC
1/24/2017

Whaley Family Land Parcels
Camden, NC

- Parcel 1 02.8934.02.68.8036.0000
- Parcel 2 02.8934.02.78.5266.0000
- Parcel 3 02.8935.04.90.3206.0000
- Parcel 4 02.8934.02.98.3714.0000

9 *AS outlined on Exhibit 1*

1 *less 2 homes and homesites. to be surveyed AT ONE ACRE MORE OR less AND REZONED.*

less 1 home and homesite. to be surveyed AT ONE ACRE AND REZONED.

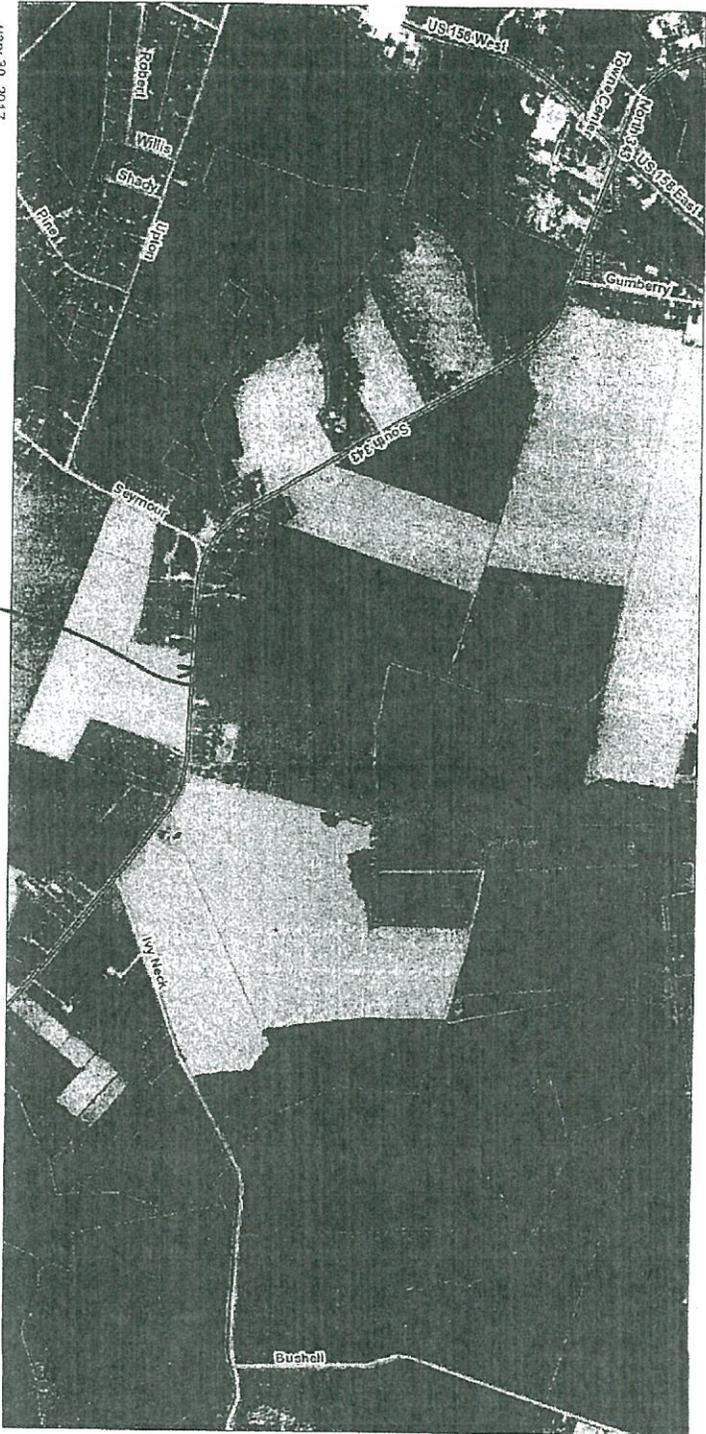
AS outlined on Exhibit 2

AS outlined on Exhibit 3

AS outlined on Exhibit 4

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EXHIBIT 2
02.8934.02.78.5266.0000



April 30, 2017
 Streets
 Main Roads
 Addresses
 Parcels
 County Boundary

less one home site

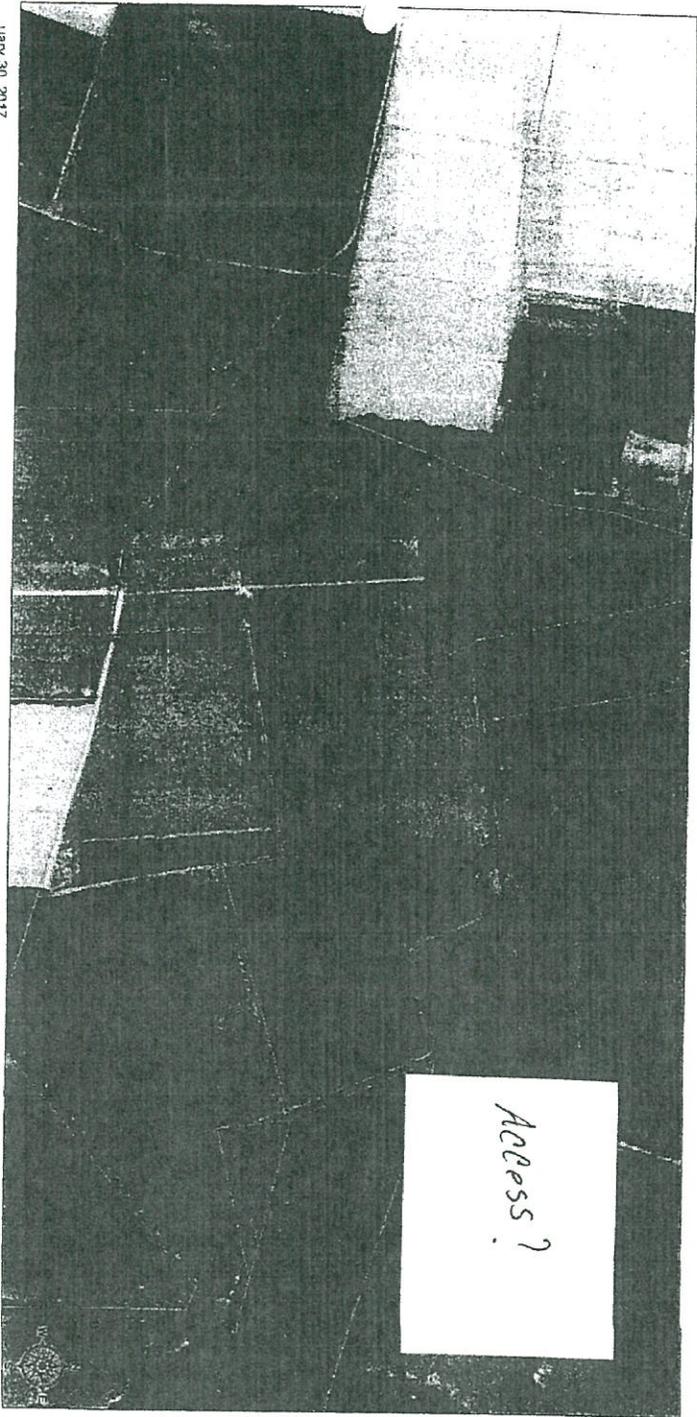
Scale: 1:11,064
 0 0.125 0.25 0.4 0.5 mi
 0 0.2 0.4 0.8 km

ESRI, HERE, DeLorme, Mapbox, © Contributor(s) contributors, and the GIS user community. Oracle, Earthstar, Geographic Information Systems, IBM, USGS, AeroMap, SNA, and the GIS User Community

2017

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EXHIBIT 3
02.8935.04.90.3206.0000



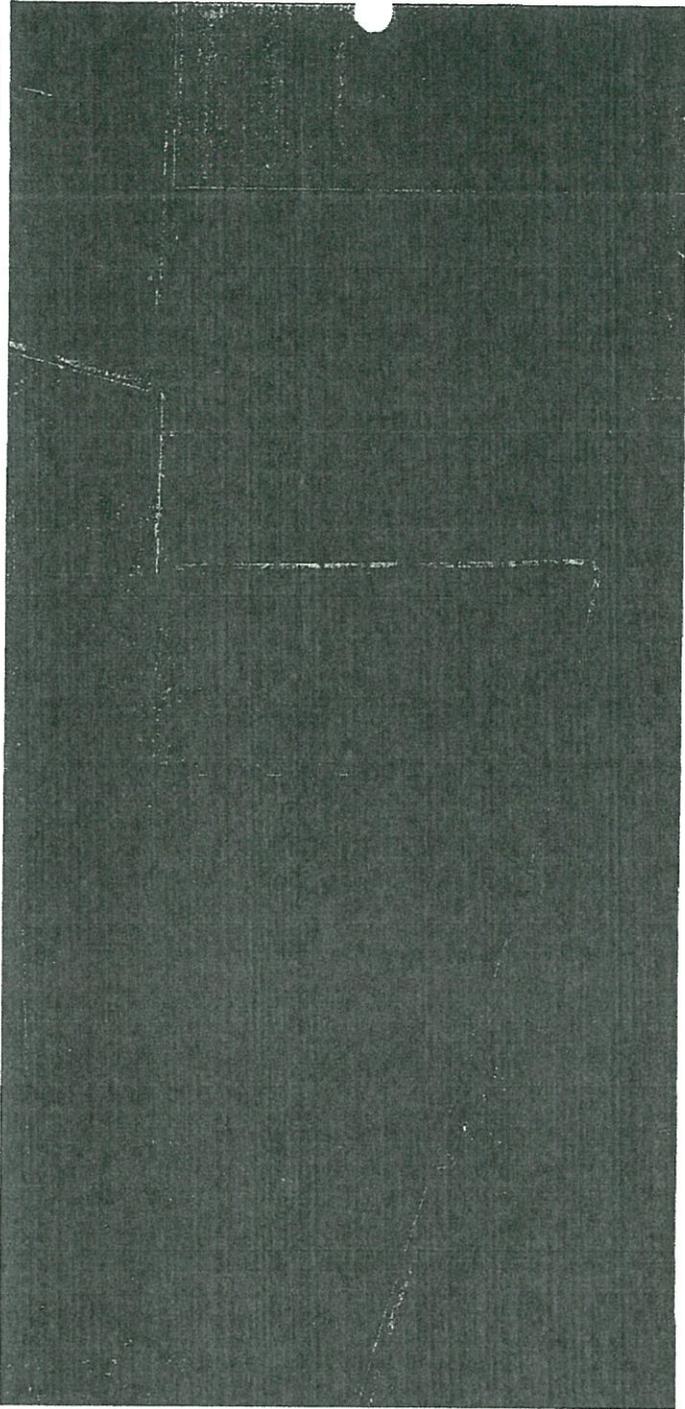
MAPY 30, 2017
 .eetls
 Streets
 Main Roads
 Addresses
 Parcels
 County Boundary

Map HERE! Delorme Maps, Inc. © GeoInformation Systems, Inc.
 Source: Esri, DeLorme, GeoEye, "Terrestrial", Geoportals, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

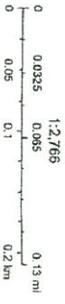
2017

Pg 1206 14

EXHIBIT 4
02.8934.02.98.3714.0000



January 30, 2017
Streets
Main Roads
Addresses
Parcels
County Boundary



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community
CARTO, Baidu, DeLorme, Esri, Garmin, GEBCO, IGN, Intermap, Inc., Swisstopo, Mapbox, Microsoft, Swisstopo, SIA, and the GIS User Community

2017

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EXHIBIT B

ADDITIONAL TERMS TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY BETWEEN 7 COUSINS LAND COMPANY LLC AND ROBERT LEE WHALEY III, ET AL

- 1. Parties agree that this Agreement shall be subject to the following:
 - a. Rezoning of the Two (2) Homesites located on the Subject Property to 1 Acre each.
 - b. Completion of Surveys of the Subject Property to be completed at Seller's expense.
 - (i) Designating number of Cleared Acres and Woodland as to each Parcel.
 - (ii) Subdividing the Residential Homesites into One Acre Parcels to be retained by Seller.
 - c. Successful Sale and Closing by Buyer of 92 Acre Parcel in Pasquotank County to allow Buyer to purchase the Subject Property pursuant to a 1031 Tax Free Exchange.
- 2. Parties agree that the Purchase Price will be determined utilizing the Surveys contemplated in Paragraph 1 above and multiplying the Number of Cleared Acres by [redacted] per Acre and multiplying the Wooded Acres by [redacted] per Acre.

Buyers Initials _____

Sellers Initials _____

Pg 14 of 14



CAMDENCOUNTY

new energy. new vision.

Board of Commissioners AGENDA ITEM SUMMARY SHEET

Public Hearings

Item Number: 5.B
Meeting Date: May 01, 2017
Submitted By: Dave Parks, Permit Officer
 Planning & Zoning
 Prepared by: Amy Barnett

Item Title **Public Meeting - Sketch Plan - the Fairfax Major Subdivision - A&B Builders Inc.**

Attachments: The Fairfax - Sketch Plan - Findings (PDF)
 The Fairfax - Sketch Plan - Application and Documents (PDF)
 The Fairfax - Sketch Plan (PDF)

Summary:

Planning Board met on March 15, 2017 to consider the Sketch Plan for The Fairfax a 16 lot major residential subdivision and after discussion with staff, applicant, adjacent property owners and considering Technical Review Committee input, Planning Board recommended approval of the Sketch Plan for The Fairfax Major Subdivision with the recommendations as stated in Staffs Findings on a 5-0 vote.

Recommendation:

Hold Public Meeting, then amend agenda to add consideration of this item to New Business as Item I.

STAFF REPORT

**UDO 2017-02-28
Sketch Plan – The Fairfax
Major Subdivision**

PROJECT INFORMATION

File Reference: UDO 2017-02-28
Project Name; The Fairfax
PIN: 02-8934-02-57-3312
Applicant: A&B Building, Inc.
Adam Maurice
Address: 141 Travis Blvd
Moyock, NC 27958
Phone: (757) 619-0746
Email:

Agent for Applicant: Eastern Carolina
Engineering, PC
Address: 154 U.S. Hwy 158 East
Phone: (252) 335-1888
Email:

Current Owner of Record: See Attached Deed

Meeting Dates:

3/7/2017 Neighborhood Meeting
3/15/2017 Planning Board

Application Received: 2/23/17
By: David Parks, Permit Officer

Application Fee paid: \$2,400 Check #2640

Completeness of Application: Application is generally complete

Documents received upon filing of application or otherwise included:

- A.** Land Use Application
- B.** Sketch Plan
- C.** Deed
- D.** Perc Tests (2) from Albemarle Regional Health Services
- E.** Technical Review Comments

PROJECT LOCATION:

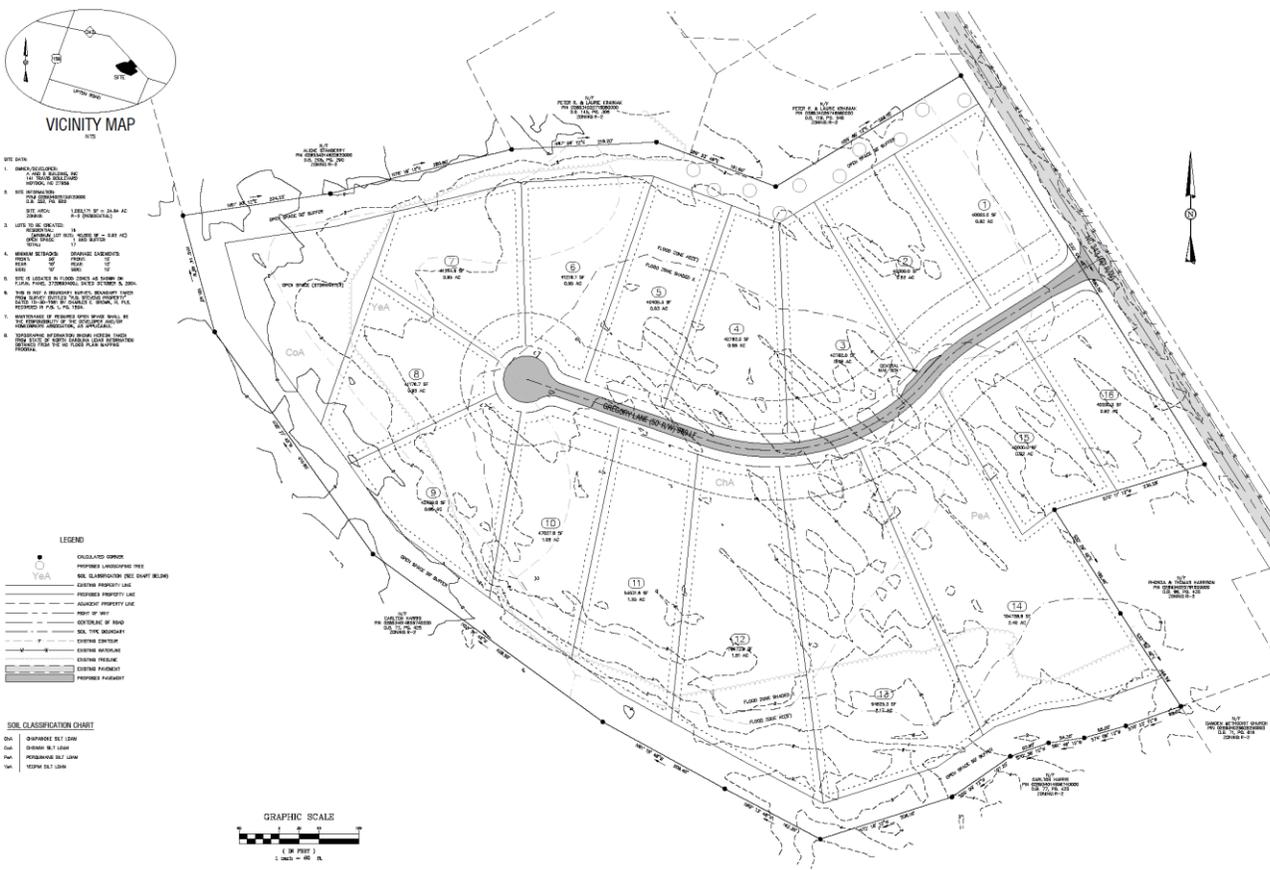
Street Address: Adjacent to 173 and 191 South Hwy 343
Location Description: Courthouse Township

Attachment: The Fairfax - Sketch Plan - Findings (1653 : Public Meeting - Sketch Plan - the Fairfax Major Subdivision - A&B Builders Inc.)

Vicinity Map:



REQUEST: Sketch Plan – The Fairfax – 16 lots - Article 151.230 of the Code of Ordinances.



SKETCH PLAN
The Fairfax

PROJECT # 170001
DATE 1/1/2021
DRAWN BY [Name]
CHECKED BY [Name]
APPROVED BY [Name]

Attachment: The Fairfax - Sketch Plan - Findings (1653 : Public Meeting - Sketch Plan - the Fairfax Major Subdivision - A&B Builders Inc.)

SITE DATA

- Lot size:** Approximately 25 acres
- Flood Zone:** Zone X/AE
- Zoning District(s):** Mixed Single Family Residential (R2)
- Adjacent property uses:** Predominantly agriculture with some residential.
- Streets:** Shall be dedicated to public under control of NCDOT.
- Street/Subdivision name:** Approved by (Central Communications)

- Open Space:** Provided
- Landscaping:** Landscaping Plan required at Preliminary plat.
- Buffering:** Per Article 151.232 (N), a 50' landscaped vegetative buffer required along all property lines that abut non-residential uses.
- Recreational Land:** N/A

ENVIRONMENTAL ASSESSMENT

Streams, Creeks, Major Ditches: None.

Distance & description of nearest outfall: 1 mile

TECHNICAL REVIEW STAFF (SKETCH PLAN) COMMENTS

1. **South Camden Water.** Approved as is.
2. **Albemarle Regional Health Department.** Perc test completed on 2 lots (10% of lots required to be perc tested).
3. **South Camden Fire Department.** No response
4. **Pasquotank EMS.** No response
5. **Sheriff's Office.** Approved as is.
6. **Postmaster Elizabeth City.** No response.
7. **Superintendent/Transportation Director of Schools.** Approved.
8. **Camden Soil & Water Conservationist.** No response.
9. **NCDOT.** No response.
10. **Mediacom.** No response.
11. **Central Communications 911.** Approved Subdivision/Street names.

PLANS CONSISTENCY

CAMA Land Use Plan Policies & Objectives:

Consistent Inconsistent

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

2035 Comprehensive Plan

Consistent Inconsistent

Comprehensive Plan Future Land Use Maps has land designated as Rural Residential 1 acre and property is located within the Courthouse Core Village.

PLANS CONSISTENCY – cont.

Comprehensive Transportation Plan

Consistent Inconsistent

Property abuts Highway 343 South.

FINDINGS REGARDING ADDITIONAL REQUIREMENTS:

Yes No

Endangering the public health and safety?

In staff’s opinion, application does not appear to endanger public health and safety.

Yes No

Injure the value of adjoining or abutting property.

In staff’s opinion, application does not appear to injure the value of adjoining or abutting property.

EXCEED PUBLIC FACILITIES:

Yes No

Schools: Proposed development will generate 7 students (.44 per household X 16 lots). High School over capacity: **2016/2017 capacity: 570 Enrollment: 607**

Yes No

Fire and rescue:

Yes No

Law Enforcement:

Staff's Recommendation:

Staff recommends approval of Sketch Plan for The Fairfax with the following recommendations:

1. In accordance with schools input, ensure the cult a sac is designed for the turning radius of a 72 passenger bus.
2. Wetland delineation

Planning Board Recommendation:

At their March 15, 2017 meeting, Planning Board recommended approval of the Sketch Plan for The Fairfax 16 lot major subdivision with recommendations from staff on a 5-0 vote.



Land Use/Development Application

County of Camden, North Carolina

Depending upon the type of proposal, the proposal may require a Zoning Permit, Conditional Use Permit, or Special Use Permit. This form is used as the start of the application process. All applicants must submit a site plan (see "Minimum Site Plan Requirements") and a valid Health Department permit. Applicants for a Conditional Use Permit or Special Use Permit should review the "Requirements for Conditional Use Permit and Special Use Permit Applications".

Applicants for a subdivision must submit this form as their Special Use Permit application.

Please consult the Planning Office, (252) 338-1919, with any questions about your application.

Office Use Only	
PIN:	<u>02-8934-02-57-3312</u>
UDO#	<u>2017-02-28</u>
Date Received:	<u>2/23/17</u>
Received by:	<u>OP</u>
Zoning District:	<u>R2</u>
Fee Paid \$	<u>3,400</u>
Please Do Not Write In This Box	

PLEASE PRINT OR TYPE

Applicant's Name: A & B Building, Inc.

If the Applicant is acting as agent for another person (the "principal"), please give that person's name on the line below and submit a copy of the agency agreement / letter with this Application.

Adam Maurice

Applicant's Mailing Address: 141 Travis Boulevard

Moyock NC 27958

Daytime Phone Number 757-619-0746

Street Address Location of Property: 24.9 Acres on NC 343 Hwy S, 0.77 miles south of US Hwy 158 intersection.

General Description Of Proposal: Sketch Plat for a 16-lot Major Subdivision - The Fairfax

I swear or affirm that the foregoing information and all attachments hereto (now or subsequently provided as part of this application) are true and correct to the best of my knowledge.

Signed: [Signature]

Dated: 2/15/17

Flood Zone? X
 A
 AE
 AEFW

Located in Watershed Protection Area? Yes
 No

Taxes Paid? Yes
 No

Attachment: The Fairfax - Sketch Plan - Application and Documents (1653 : Public Meeting - Sketch Plan - the Fairfax Major Subdivision - A&B

February 27, 2017

Adjacent Property Owner

RE: Proposed Subdivision – Neighborhood meeting

Dear Property Owner:

I am Adam Maurice of A & B Building, Inc., the developer for a proposed 16 lot major subdivision on the west side of South NC Hwy 343, located 0.77 miles south of the intersection of US Hwy 158 and NC 343 in Courthouse Township. Part of the Subdivision process is to host a public meeting so the community can provide input/comments to the developer and Camden's Planning Staff on the proposed subdivision. The meeting will be held Tuesday, March 7, 2017 at 6:30 PM in the upstairs Courtroom of the Historic Camden County Courthouse.

Sincerely,



Adam Maurice
A & B Building, Inc.

ALBEMARLE REGIONAL HEALTH SERVICES

233159

Applicant:

MAURICE, ADAM
141 TRAVIS BLVD
MOYOCK, NC 27958

Owner:

STEVENS FAMILY TRUST
21145 CARDINAL POND RD
ASHBURN, VA 20147

Site Location:

NC 343 South (Lot 1)
CAMDEN, NC 27921

GPD: 360 **LTAR:** 0.300 **Classification:** PS w/Fill

If unsuitable, the site may be reclassified to provisionally suitable with the following modification(s):

- * Fill Area 120 ft. by 50 ft. with 18 in. of Sand

To obtain an Authorization to Construct:

- * Submit a plat or scale drawing of the lot, showing location and dimensions of all property lines, proposed structures and driveways
- * Pay permit fee of \$225

Comments:

Lot will require open ditching to promote surface water runoff

EHS: _____



Carver, Kevin

Date: 03/02/2017

THIS APPROVAL WILL BECOME VOID AFTER 12 MONTHS AND A NEW APPLICATION WILL BE NECESSARY.

Bertie (252) 794-5303 Camden (252) 338-4460 Chowan (252)482-1199 Currituck (252) 232-6603
Gates (252) 357-1380 Pasquotank (252) 338-4490 Perquimans (252) 426-2100

ALBEMARLE REGIONAL HEALTH SERVICES

235109

Applicant:

EASTERN CAROLINA ENGINEERING C/O JASON MIZEL
PO BOX 128
CAMDEN, NC 27921

Owner:

A&B BUILDING, INC
144 TRAVIS BLVD
MOYOCK, NC 27958

Site Location:

HWY 343 S (Lot 9)
CAMDEN, NC 27921

GPD: 360 **LTAR:** 0.400 **Classification:** PS Shallow Placement

If unsuitable, the site may be reclassified to provisionally suitable with the following modification(s):

- * Shallow Placement - Type II System

To obtain an Authorization to Construct:

- * Submit a plat or scale drawing of the lot, showing location and dimensions of all property lines, proposed structures and driveways
- * Pay permit fee of \$225

Comments:

Lot is subject to wetland delineation and available space

EHS:


Carver, Kevin

Date: 03/03/2017

THIS APPROVAL WILL BECOME VOID AFTER 12 MONTHS AND A NEW APPLICATION WILL BE NECESSARY.

Bertie (252) 794-5303 Camden (252) 338-4460 Chowan (252)482-1199 Currituck (252) 232-6603
Gates (252) 357-1380 Pasquotank (252) 338-4490 Perquimans (252) 426-2100

Date:

From: Technical Review Staff CAMDEN CO. SCHOOLS
(Organization)

To: Camden County Planning Department

RE: Sketch Plan "The Fairfax" - 16 lots

The following is CAMDEN CO SCHOOLS input for the Sketch Plan "The Fairfax" major residential subdivision:

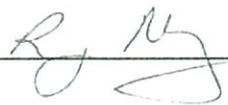
Approved as is.

Reviewed with no comments.

Approved with the following comments/recommendations:

- 1- ROADS ARE CONSTRUCTED TO STATE DOT SPECIFICATIONS
- 2- CURB DE-SAC IS OF SUFFICIENT DIAMETER FOR BUS TO TURN AROUND SAFELY -
- 3- LETTER FROM DEVELOPER GIVING CAMDEN CO. SCHOOLS PERMISSION TO UTILIZE ROADS FOR STUDENT TRANSPORT

Disapproved with the following comments:

Name: ROGER MORGAN Signature: 

Date: 3-2-2017

From: Technical Review Staff Camden Co Sheriff ofc
(Organization)

To: Camden County Planning Department

RE: Sketch Plan "The Fairfax" - 16 lots

The following is Sheriff Perry input for the Sketch Plan "The Fairfax" major residential subdivision:

Approved as is.

Reviewed with no comments.

Approved with the following comments/recommendations:

Disapproved with the following comments:

Name: Tony Perry Signature: Sheriff Tony Perry

Date:

From: Technical Review Staff SCWSD
(Organization)

To: Camden County Planning Department

RE: Sketch Plan "The Fairfax" – 16 lots

The following is SCWSD input for the Sketch Plan "The Fairfax" major residential subdivision:

Approved as is.

Reviewed with no comments.

Approved with the following comments/recommendations:

Disapproved with the following comments:

Name: David Credle Signature: David Credle

Dave Parks

From: Barefoot, Ronnie <barefootr@co.pasquotank.nc.us>
Sent: Wednesday, March 01, 2017 11:13 AM
To: Dave Parks
Subject: RE: A&B Building Inc - Subdivision

No issue!!!



Ronnie D. Barefoot, ENP
 Technical Operations Manager
 Pasquotank County Sheriff's Office
 Communications Division
 200 E. Colonial Ave.
 Elizabeth City, NC 27909
 (O) 252-338-3772
 (C) 252-339-7848

Randy Cartwright, Sheriff

Southeastern Regional Representative
 NENA Institute Board

From: Dave Parks [<mailto:dparks@camdencountync.gov>]
Sent: Wednesday, March 01, 2017 11:11 AM
To: Barefoot, Ronnie
Subject: RE: A&B Building Inc - Subdivision

The property is located on about ½ mile south of the high school on Hwy 343 south. See attached sketch plan.

Dave

From: Barefoot, Ronnie [<mailto:barefootr@co.pasquotank.nc.us>]
Sent: Tuesday, February 28, 2017 12:32 PM
To: Dave Parks
Subject: RE: A&B Building Inc - Subdivision

I have no issues with the subdivision name. I am not sure where the subdivision will be located. I do have a concern if it is close to the Currituck line that people may mistake Gregory Lane (Camden County) with S Gregory Rd or even Gregory Lane in Currituck. (S Gregory Rd and Gregory Lane actually intersect with each other).



Ronnie D. Barefoot, ENP

Technical Operations Manager
 Pasquotank County Sheriff's Office
 Communications Division
 200 E. Colonial Ave.
 Elizabeth City, NC 27909
 (O) 252-338-3772
 (C) 252-339-7848

Randy Cartwright, Sheriff

Southeastern Regional Representative
 NENA Institute Board

From: Dave Parks [<mailto:dparks@camdencountync.gov>]
Sent: Tuesday, February 28, 2017 12:06 PM
To: Barefoot, Ronnie
Subject: FW: A&B Building Inc - Subdivision

Ronnie,

Here is another. Subdivision name and road name.

Dave

From: Jason A. Mizelle, PLS [<mailto:jason@easterncarolinainc.com>]
Sent: Tuesday, February 28, 2017 10:39 AM
To: 'Dave Parks'
Subject: A&B Building Inc - Subdivision

Can you check and see if there are any conflicts with the following:

Subdivision Name: The Fairfax
 Street Name: Gregory Lane

Health Department's going to try and get me something by the end of the week. If these names check out let me know and I will revise the Sketch Plat and send you a new PDF.

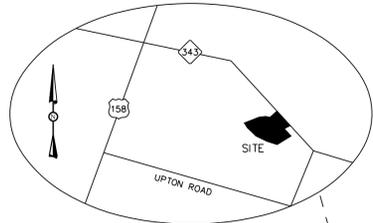
Thanks

Jason A. Mizelle, PLS
Vice President-Surveying



154 US Hwy 158 E
P.O. Box 128
Camden, North Carolina 27921

(252) 337-8924 NC Direct
(252) 339-4810 cell
(252) 331-2390 fax



VICINITY MAP
NTS

- SITE DATA:**
- OWNER/DEVELOPER:
A AND B BUILDING, INC
141 TRAVIS BOULEVARD
MOYOCK, NC 27859
 - SITE INFORMATION:
PIN# 02893402573120000
D.B. 352, PG. B20

SITE AREA: 1,082,171 SF = 24.84 AC
ZONING: R-2 (RESIDENTIAL)
 - LOTS TO BE CREATED:
RESIDENTIAL: 16
(MINIMUM LOT SIZE: 40,000 SF = 0.92 AC)
OPEN SPACE: 1 AND BUFFER
TOTAL: 17
 - MINIMUM SETBACKS: DRAINAGE EASEMENTS:
FRONT: 50' REAR: 15'
REAR: 10' REAR: 10'
SIDE: 10' SIDE: 10'
 - SITE IS LOCATED IN FLOOD ZONES AS SHOWN ON F.I.R.M. PANEL 3720893400, DATED OCTOBER 5, 2004.
 - THIS IS NOT A BOUNDARY SURVEY. BOUNDARY TAKEN FROM SURVEY ENTITLED "R.B. STEVENS PROPERTY" DATED 10-30-1981 BY CHARLES E. BROWN, III, PLS. RECORDED IN P.B. 1, PG. 150A.
 - MAINTENANCE OF REQUIRED OPEN SPACE SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND/OR HOMEOWNERS ASSOCIATION, AS APPLICABLE.
 - TOPOGRAPHIC INFORMATION SHOWN HEREON TAKEN FROM STATE OF NORTH CAROLINA LIDAR INFORMATION OBTAINED FROM THE NC FLOOD PLAIN MAPPING PROGRAM.

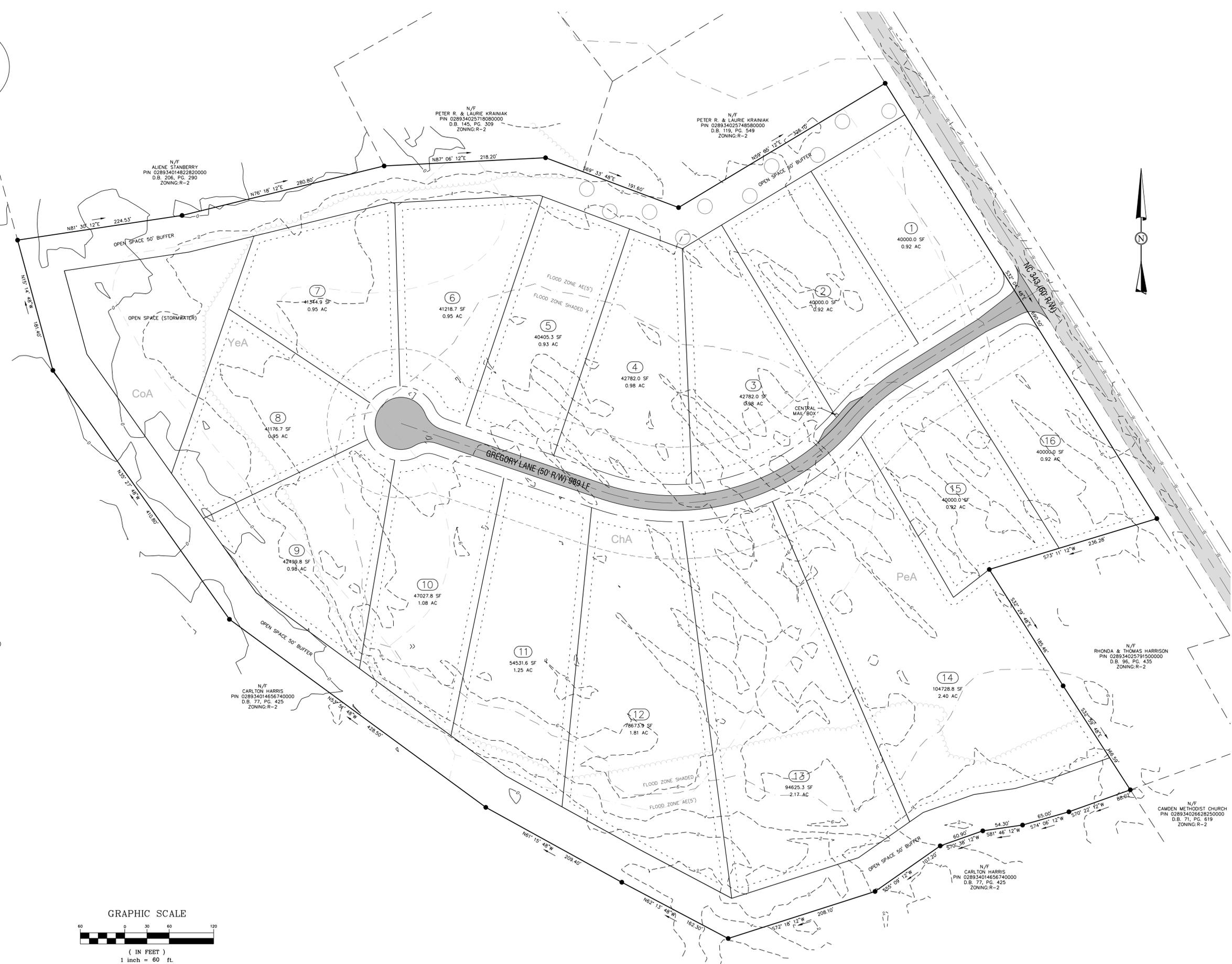
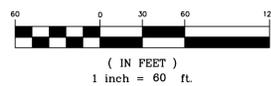
LEGEND

- CALCULATED CORNER
- PROPOSED LANDSCAPING TREE
- YeA SOIL CLASSIFICATION (SEE CHART BELOW)
- EXISTING PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - RIGHT OF WAY
- - - CENTERLINE OF ROAD
- - - SOIL TYPE BOUNDARY
- - - EXISTING CONTOUR
- - - EXISTING WATERLINE
- - - EXISTING TREELINE
- - - EXISTING PAVEMENT
- - - PROPOSED PAVEMENT

SOIL CLASSIFICATION CHART

- ChA CHAPANOKE SILT LOAM
- CoA CHOWAN SILT LOAM
- PeA PERQUIMANS SILT LOAM
- YeA YEOPIM SILT LOAM

GRAPHIC SCALE



EASTERN CAROLINA ENGINEERING, PC
Engineering · Surveying · Construction Management
www.easterncarolinaing.com
Phone: 252-335-1888 Fax: 252-331-2990 License: C-4162
154 US Hwy 158 East, Camden, NC 27921

PRELIMINARY
NOT FOR CONSTRUCTION
SITES ARE PROVISIONAL

SKETCH PLAT FOR
The Fairfax
COURTHOUSE TOWNSHIP, CAMDEN COUNTY, NORTH CAROLINA

Attachment: The Fairfax - Sketch Plan - the Fairfax Major Subdivision - A&B Builders Inc.

REVISIONS/ NUM.	DATE	DESCRIPTION
170001		

Project #: 170001 - SKETCH PLAT
Drawing #: JAM
Drawn: JAM
Checked: JAM
Approved: JAM
Date: 2/21/2017
Sheet #: 1/1
Scale: 1:60



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 6.A
Meeting Date: May 01, 2017
Submitted By: Dave Parks, Permit Officer
Planning & Zoning
Prepared by: Amy Barnett

Item Title **NFIP Community Rating System**

Attachments: NC 370042 Camden County (PDF)

Summary:

Floodplain Administrator Dave Parks will update the Board of Commissioners regarding Camden County's application for the NFIP Community Rating System.

Recommendation:

Listen to update.

**FEMA**

April 1, 2017

Mr. Michael Brillhart, County Manager
Camden County
Post Office Box 190
Camden, NC 27921

Dear Mr. Brillhart:

I want to congratulate your community on its application to the National Flood Insurance Program (NFIP) Community Rating System (CRS). The Department of Homeland Security, Federal Emergency Management Agency (FEMA), has verified that the voluntary actions undertaken by your community exceed the minimum standards of the NFIP and meet the criteria for a CRS Class 7 rating. The floodplain management activities implemented by your community qualifies it for a 15 percent discount in the premium cost of flood insurance for NFIP policies issued or renewed in Special Flood Hazard Areas on or after May 1, 2017. This savings is a tangible result of the flood mitigation activities your community implements to protect lives and reduce property damage.

Please note Preferred Risk Policies, applicable in Zones B, C, and X, on your community's NFIP Flood Insurance Rate Map are not eligible for the CRS discount. Standard rated flood insurance policies in Zones B, C, X, D, AR, and A99 are limited to a CRS discount of ten percent in Class 1-6 communities and five percent in Class 7-9 communities. The rates for these zones already reflect significant premium reductions.

If there are no NFIP noncompliance actions, the CRS rating for your community will automatically be renewed annually and a notification letter will not be sent to your community. This renewal will occur as long as your community continues to implement the CRS activities you certify each October. If no additional modifications or new CRS activities are added, the next verification visit for your community will be in accordance with its established five-year cycle. In the interim, FEMA will periodically send the *NFIP/CRS Update* Newsletter and other notices to your CRS Coordinator to keep your community informed.

I commend you on your community actions and your determination to lead your community to be more disaster resistant. This commitment enhances public safety, property protection, and protects the natural functions of floodplains, and reduces flood insurance premiums.

If you have any questions or need additional information, please contact the FEMA Region IV Office, CRS Coordinator, Janice Mitchell, by telephone at (770) 220-5441.

Sincerely,

A handwritten signature in black ink that reads "William H. Hester".

Enclosure

cc: Dave Parks, CRS Coordinator

Attachment: NC 370042 Camden County (1655 : NFIP Community Rating System)



COMMUNITY
RATING
SYSTEM

VERIFICATION
REPORT

Camden County, NC

NFIP Number: 370042

Date of Verification Visit: May 24, 2016

Verified Class 7

New Application

This Verification Report is provided to explain the recommendations of Insurance Services Office, Inc. (ISO) to DHS/FEMA concerning credits under the Community Rating System (CRS) for the above named community.

A total of 1630 credit points are verified which results in a recommendation that the community improve from a CRS Class 10 to a CRS Class 7. The following is a summary of our findings with the total credit points for each activity noted in parenthesis:

Activity 310 – Elevation Certificates: The Camden County Planning and Community Development Department maintains elevation certificates for new and substantially improved buildings. Copies of elevation certificates are made available upon request. (38 points)

Activity 320 – Map Information Service: Credit is provided for furnishing inquirers with basic flood zone information from the community's latest Flood Insurance Rate Map (FIRM). Credit is also provided for the community furnishing additional FIRM information, historical flood information, and natural floodplain functions. The service is publicized annually and records are maintained. (90 points)

Activity 330 – Outreach Projects: Credit is provided for informational outreach projects that include flood brochures and booklets displayed and available in the lobby of the Planning and Community Development office and at the Camden County Library, general outreach projects that include presentations to school groups and realtors and targeted outreach projects to the repetitive loss areas and those who live in the special flood hazard area (SFHA). These projects are disseminated annually. (165 points)

Activity 340 – Hazard Disclosure: Credit is provided for state and community regulations requiring disclosure of flood hazards. (10 points)

Activity 350 – Flood Protection Information: Documents relating to floodplain management are available in the reference section of the Camden County Public Library. Credit is also provided for floodplain information displayed on the community's website. (37 points)

Activity 410 – Floodplain Mapping: Credit is provided for conducting and adopting flood studies for areas not included on the Flood Insurance Rate Maps (FIRM) and that exceed minimum mapping standards. Credit is also provided for a cooperating technical partnership agreement with FEMA. (66 points)

Activity 420 – Open Space Preservation: Credit is provided for preserving approximately 24 percent of the Special Flood Hazard Area (SFHA) as open space and preserving open space land in a natural state. (412 points)

Activity 430 – Higher Regulatory Standards: Credit is provided for enforcing regulations that require development limitations, freeboard for new and substantial improvement construction and local drainage protection. Credit is also provided for the enforcement of building codes, state mandated regulatory standards, and regulations administration. (207 points)

Activity 440 – Flood Data Maintenance: Credit is provided for maintaining and using GIS in the day to day management of the floodplain. Credit is also provided for establishing and maintaining a system of benchmarks. (152 points)

Activity 450 – Stormwater Management: The community enforces regulations for stormwater management, soil and erosion control, and water quality. (94 points)

Section 502 – Repetitive Loss Category: Based on the updates made to the NFIP Report of Repetitive Losses as of September 28, 2015, Camden County, NC has 16 repetitive loss properties and is a Category C community for CRS purposes. The community is required to submit either a Repetitive Loss Area Analysis or Floodplain Management Plan. (No credit points are applicable to this section)

Activity 510 – Floodplain Management Planning: Credit is provided for the adoption and implementation of the Albemarle Regional Hazard Mitigation Plan, approved April 4, 2016. A progress report must be submitted on an annual basis. An update to the credited plan will be due by October 1, 2021. Credit is also provided for the adoption and implementation of a Natural Floodplains Functions Plan. (65 points)

Activity 610 – Flood Warning and Response: Credit is provided for a program that provides timely identification of impending flood threats, disseminates warnings to appropriate floodplain residents, and coordinates flood response activities. Credit is also provided for the designation as a Storm Ready Community by the National Weather Service. (294 points)

Activity 710 – County Growth Adjustment: All credit in the 400 series is multiplied by the growth rate of the county to account for growth pressures. The growth rate for Camden County, NC is 1.06.

Attached is the Community Calculations Worksheet that lists the verified credit points for the Community Rating System.

CEO Name / Address:

Michael Brillhart
Camden County Manager
Post Office Box 190
Camden, North Carolina 27921

CRS Coordinator Name / Address:

Dave Parks
Permit Officer/Floodplain Manager
Post Office Box 74
Camden, North Carolina 27921
(252) 338-1919

Date Report Prepared: August 31, 2016

Attachment: NC 370042 Camden County (1655 : NFIP Community Rating System)

Community : Camden County, NC

NFIP Number : 370042

720 COMMUNITY CREDIT CALCULATIONS (New Application):

CALCULATION SECTION:

Verified Activity Calculations:				Credit
c310	38			38
c320	90			90
c330	165			165
c340	10			10
c350	37			37
c360				
C370				
c410	62	x CGA	1.06 =	66
c420	389	x CGA	1.06 =	412
c430	195	x CGA	1.06 =	207
c440	143	x CGA	1.06 =	152
c450	89	x CGA	1.06 =	94
c510	65			65
c520				
c530				
c540				
c610	294			294
c620				
c630				

Community Classification Calculation:

cT = total of above	cT =	<u>1630</u>
Community Classification (from Table 110-1):	Class =	<u>7</u>

CEO Name/Address:

Michael Brillhart
 Camden County Manager
 Post Office Box 190
 Camden, North Carolina 27921

CRS Coordinator Name/Address:

Dave Parks
 Permit Officer/Floodplain Manager
 Post Office Box 74
 Camden, North Carolina 27921
 (252) 338-1919

Date Report Prepared: August 31, 2016

AW-720

Attachment: NC 370042 Camden County (1655 : NFIP Community Rating System)



CAMDENCOUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

New Business

Item Number:

6.B

Meeting Date:

May 01, 2017

Submitted By:

Michael Brillhart, County Manager
Administration
Prepared by: Amy Barnett

Item Title

Proclamation - Designation of May 2017 as Older American's Month

Attachments:

Proclamation Older Americans Month (PDF)

Summary:

A proclamation by the Camden County Board of Commissioners recognizing May 2017 as Older American's Month in Camden County, North Carolina.

Recommendation:

Approve Proclamation

BOARD OF COMMISSIONERS

CLAYTON D. RIGGS
Chairman

TOM WHITE
Vice Chairman

GARRY W. MEIGGS
RANDY KRAINIAK
ROSS MUNRO



MICHAEL BRILLHART
County Manager

AMY BARNETT
Asst Clerk to the Board

JOHN S. MORRISON
County Attorney

Proclamation

DESIGNATION OF MAY 2017 AS OLDER AMERICANS MONTH

- Whereas,** Camden County includes older Americans who richly contribute to our community; and
- Whereas,** We acknowledge that what it means “to age” has changed - for the better; and
- Whereas,** Camden County is committed to supporting older adults as they take charge of their health, explore new opportunities and activities, and focus on independence; and
- Whereas,** Camden County can provide opportunities to enrich the lives of individuals of *all ages* by:
- involving older adults in the redefinition of aging in our community;
 - promoting home- and community-based services that support independent living;
 - encouraging older adults to speak up for themselves and others; and
 - providing opportunities for older adults to share their experiences.
- Now therefore,** the Board of Commissioners of Camden County, North Carolina does hereby proclaim May 2017 to be Older Americans Month. We urge every resident to take time during this month to acknowledge older adults and the people who serve them as influential and vital parts of our community.

Proclaimed this 1st day of May, 2017.

Amy Barnett
Asst. Clerk to the Board

Clayton Riggs, Chairman
Camden County Board of Commissioners



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 6.C

Meeting Date: May 01, 2017

Submitted By: Amy Barnett, Planning Clerk
Administration
Prepared by: Amy Barnett

Item Title **Proclamation - Elder Abuse Awareness Months**

Attachments: Proclamation - Elder Abuse Awareness 2017 (PDF)

Summary:

Proclamation of time period from Mothers Day - Fathers Day 2017 as Elder Abuse Awareness Months

Recommendation:

Approve and make proclamation.

BOARD OF COMMISSIONERS

CLAYTON D. RIGGS
Chairman

TOM WHITE
Vice Chairman

GARRY W. MEIGGS
RANDY KRAINIAK
ROSS MUNRO



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MICHAEL BRILLHART
County Manager

AMY BARNETT
Asst. Clerk to the Board

JOHN S. MORRISON
County Attorney

PROCLAMATION

VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTHS 2017

- WHEREAS**, North Carolina joins the world in recognizing World Elder Abuse Awareness Day every June 15th; and
- WHEREAS**, Protecting North Carolina's vulnerable and older adults is a community responsibility and all citizens are charged under State law to report suspected abuse, neglect or exploitation to their local County Department of Social Services; and
- WHEREAS**, North Carolina's vulnerable and older adults of all social, economic, racial and ethnic backgrounds may be targets of abuse, neglect or exploitation which can occur in families, long-term care settings and communities; and
- WHEREAS**, In state fiscal year 2016 there were 25,980 reports of abuse, neglect or exploitation of vulnerable and older adults were made to North Carolina's 100 County Departments of Social Services; and
- WHEREAS**, National and international research shows that abuse, neglect and exploitation of vulnerable and older adults is grossly underreported; and
- WHEREAS**, The State of North Carolina enacted the nation's first elder abuse law and recognizes the need for a comprehensive system of protection for vulnerable and older adults; and
- WHEREAS**, Mother's and Father's Days are national holidays intended to honor, respect, and promote the dignity and well-being of our older citizens.

Now, therefore, be it proclaimed that the time period from MOTHERS DAY to FATHERS DAY 2017 (May 14, 2017 through June 18, 2017) is hereby designated as "VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTHS" in Camden County, North Carolina.

Proclaimed, this the 1st day of May, 2017.

ATTEST:

Clayton D. Riggs, Chairman
Camden County Board of Commissioners

Amy Barnett
Assistant Clerk to the Board



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 6.D
Meeting Date: May 01, 2017
Submitted By: Michael Brillhart, County Manager
 Administration
 Prepared by: Amy Barnett

Item Title **Resolution 2017-05-01 Requesting Restoration - Statutorily Authorized Appropriation of Lottery Funds**

Attachments: Resolution 2017-05-01 Requesting Restoration of GS
 Authorized Appropriation
 Lottery Funds (PDF)

Summary:

Resolution requesting the Governor and NC General assembly to support allocation to counties at their previous statutorily authorized portion of educational lottery funds. Also statement of support for SB 234 which would allocate additional lottery funds to Tier 1 & 2 counties on a grant basis for school capital construction. Upon adoption, copies of this resolution to be forwarded to Local Legislative Delegation of the NC General Assembly and to the NC Association of County Commissioners.

Recommendation:

Approve Resolution

BOARD OF COMMISSIONERS

CLAYTON D. RIGGS
Chairman

TOM WHITE
Vice Chairman

GARRY W. MEIGGS
RANDY KRAINIAK
ROSS MUNRO



MICHAEL BRILLHART
County Manager

AMY BARNETT
Asst Clerk to the Board

JOHN S. MORRISON
County Attorney

Resolution No. 2017-05-01

**A RESOLUTION REQUESTING RESTORATION TO COUNTIES OF THE
STATUTORILY AUTHORIZED APPROPRIATION OF LOTTERY FUNDS**

- WHEREAS, Pursuant to Chapter 18C of the North Carolina General Statutes “the North Carolina State Lottery Act and the 2005 Appropriations Act was signed into law establishing the North Carolina Education Lottery. The act created the nine member North Carolina Lottery Commission to initiate, supervise and administer the education lottery”; and
- WHEREAS, The North Carolina Education Lottery was promoted and supported on the basis of proceeds enhancing local governments’ ability to adequately provide for education expenses; and
- WHEREAS, The distribution to counties budgeted from proceeds in FY 2016-2017 has been drastically reduced to \$100 million in contrast to \$208 million at the previous statutory funding rate of 40%, which amounts to \$128,198 in Camden County in contrast to \$266,652 at the 40% rate; and
- WHEREAS, Pursuant to state law, the lottery funds that are allocated to the counties can be used for education for capital outlay projects, including the planning, construction, enlargement, improvement, repair, or renovation of public school buildings and for the purchase of land for public school buildings or for equipment to implement a local school technology plan (NCGS 115-546.2); and
- WHEREAS, It is extremely difficult for the Boards of Commissioners and Boards of Education across this State to plan for improvements in school buildings and for technology equipment with the reduction of lottery funds.
- NOW, THEREFORE, BE IT RESOLVED, that the Camden County Board of Commissioners respectfully requests that the Governor and the North Carolina General Assembly support the allocation to counties at their previous statutorily authorized portion of educational lottery funds to be used for capital needs and technology.

BOARD OF COMMISSIONERS

CLAYTON D. RIGGS
Chairman

TOM WHITE
Vice Chairman

GARRY W. MEIGGS
RANDY KRAINIAK
ROSS MUNRO



MICHAEL BRILLHART
County Manager

AMY BARNETT
Asst Clerk to the Board

JOHN S. MORRISON
County Attorney

BE IT FURTHER RESOLVED, that the Camden County Board of Commissioners fully supports the current SB 234, which would allocate additional lottery funds to Tier 1 & 2 counties, on a grant basis, for school capital construction.

BE IT FURTHER RESOLVED that copies of this Resolution are being forwarded to the Local Legislative Delegation of the North Carolina General Assembly and to the North Carolina Association of County Commissioners.

Adopted this the 1st day of May, 2017

Camden County, North Carolina

Clayton D. Riggs, Chairman
Camden County Board of Commissioners

ATTEST:

Amy Barnett
Asst. Clerk to the Board

(SEAL)



CAMDENCOUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 6.E
Meeting Date: May 01, 2017

Submitted By: Stephanie Humphries, Finance Director
 Finance
 Prepared by: Stephanie Humphries

Item Title **Resolution 2017-05-02 Financing Terms for Fire Truck**

Attachments: Resolution 2017-05-02 Approving Financing Terms
 for Fire Truck (PDF)

Summary:

South Camden Fire Department wishes to purchase a Fire Truck. County Commissioners must approve financing requests. After a request for proposed rates/terms from banks, the best terms were provided from Towne Bank. (LGC approval is not needed if the note does not exceed \$500,000 **OR** term is less than 5 years.)

Recommendation:

Approve Resolution as presented.

BOARD OF COMMISSIONERS

CLAYTON D. RIGGS
Chairman

TOM WHITE
Vice Chairman

GARRY W. MEIGGS
RANDY KRAINIAK
ROSS MUNRO



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MICHAEL BRILLHART
County Manager

AMY BARNETT
Asst Clerk to the Board

JOHN S. MORRISON
County Attorney

Resolution 2017-05-02 Approving Financing Terms

WHEREAS: Camden County (the "County") has previously determined to undertake a project for the financing of a fire truck, (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The County hereby determines to finance the Project through Towne Bank, in accordance with the proposal dated April 7, 2017. The amount financed shall not exceed \$531,652.09, the interest rate shall not exceed 2.02% and the financing term shall not exceed 4 years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the County are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by County officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The County shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The County hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The County intends that the adoption of this resolution will be a declaration of the County's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the Towne Bank financing described above. The County intends that funds that have been advanced, or that may be advanced, from the County's general fund, or any other County fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of County officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 2017.

Camden County, North Carolina

Clayton D. Riggs, Chairman
Camden County Board of Commissioners

ATTEST:

Amy Barnett
Asst. Clerk to the Board

(SEAL)

P. O. Box 190 ♦ 117 North 343 ♦ Camden, NC, 27921 ♦ Phone (252) 338-1919 ♦ Fax (252) 333-1603
www.camdencountync.gov



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 6.F
Meeting Date: May 01, 2017
Submitted By: Amy Barnett, Planning Clerk
Taxes
Prepared by: Lisa Anderson
Item Title Monthly Tax Report - Lisa Anderson, Tax Administrator
Attachments: 20170425104021205.pdf (PDF)

Summary:

Camden County Tax Administrator Lisa Anderson to give Monthly Tax Report - March 2017

Recommendation:

Listen to Report and Consider for Approval.

**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>
2016	248,213.80	11,510.06
2015	73,575.79	2,583.48
2014	37,836.89	2,484.31
2013	17,129.19	6,456.36
2012	11,784.24	9,026.89
2011	8,309.64	7,248.99
2010	6,263.70	5,039.20
2009	4,556.99	4,740.25
2008	3,795.46	5,183.08
2007	3,847.39	6,770.30

Attachment: 20170425104021205.pdf (1676 : Monthly Tax Report - Lisa Anderson, Tax Administrator)

TOTAL REAL PROPERTY TAX UNCOLLECTED	415,313.09
TOTAL PERSONAL PROPERTY UNCOLLECTED	61,042.92
TEN YEAR PERCENTAGE COLLECTION RATE	99.30%
COLLECTION FOR 2017 vs. 2016	101,328.60 vs. 79,747.19

LAST 3 YEARS PERCENTAGE COLLECTION RATE

2016	96.11%
2015	98.85%
2014	99.41%

THIRTY LARGEST UNPAID ACCOUNTS

SEE ATTACHMENT "A"

THIRTY OLDEST UNPAID ACCOUNTS

SEE ATTACHMENT "B"

Attachment: 20170425104021205.pdf (1676 : Monthly Tax Report - Lisa Anderson, Tax Administrator)

EFFORTS AT COLLECTION IN THE LAST 30 DAYS

ENDING March **2017**

BY TAX ADMINISTRATOR

- 625 NUMBER DELINQUENCY NOTICES SENT
- 49 FOLLOWUP REQUESTS FOR PAYMENT SENT
- 5 NUMBER OF WAGE GARNISHMENTS ISSUED
- 6 NUMBER OF BANK GARNISHMENTS ISSUED
- 7 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

Attachment: 20170425104021205.pdf (1676 : Monthly Tax Report - Lisa Anderson, Tax Administrator)

Attachment "A"
1 Real

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
R	03-8943-04-74	16,419.25	3	ELLIOTT & DONNA JACOBS	SHILOH	117 SUNSET AVE
R	01-7989-00-01	10,653.18	3	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	02-8934-01-17	10,563.66	1	LARRY G. LAMB SR	CAMDEN	152 158 US W
R	03-8971-00-12	8,062.31	1	GILBERT WAYNE OVERTON & MARK M. BRIGMAN SR & LISA L. MAIDIA S. CECIL HEIRS	SHILOH	187 THOMAS POINT RD
R	03-8953-04-81	7,342.01	2	SEAMARK INC.	SHILOH	175 MCKIMMEY RD
R	03-8899-00-45	6,594.63	5	ABODE OF CAMDEN, INC.	SHILOH	113 TROTMAN RD
R	03-8971-00-23	6,243.84	3	CRAIG S. CAREY	SHILOH	HOLLY RD
R	01-7081-00-81	5,025.80	2	WILLIE L. TURNER ETAL	SHILOH	187 C THOMAS POINT RD
R	01-7998-01-08	4,991.16	1	WANDA ADAMS	SOUTH MILLS	201 SHARON CHURCH RD
R	03-8973-00-19	4,703.21	4	EDWARD E. HARRIS JR.	SOUTH MILLS	1289 343 HWY N
R	03-8973-00-19	4,340.07	2	BELCROSS PROPERTIES, LLC	SHILOH	765 SANDY HOOK RD
R	01-7998-01-08	4,230.70	2	B. F. ETHERIDGE HEIRS	SOUTH MILLS	1295 343 HWY N
R	02-8935-04-53	4,205.46	1	LASELLE ETHERIDGE SR.	CAMDEN	197 158 US E
R	02-8935-02-56	4,108.38	3	BERT LLC	CAMDEN	158 US E
R	02-8945-00-41	4,089.49	1	LINDA SUE LAMB HINTON	CAMDEN	168 BUSHELL RD
R	02-8934-01-18	4,046.28	1	SHARON EVANS MUNDEN	CAMDEN	150 158 US W
R	01-7979-00-61	3,887.67	1	GERTIE LEE & JONOLA T ROUNTREE	SOUTH MILLS	HORSESHOE RD
R	03-8965-00-13	3,832.20	3	R. VERNON BRAY, JR.	CAMDEN	556 TROTMAN RD
R	02-8945-00-54	3,547.63	2	TAYLOR LEIGH PROPERTIES LLC	CAMDEN	263 BELCROSS RD
R	03-8953-03-12	3,493.63	1	CLEVELAND WALSTON LE	SHILOH	120 LAUREN LN
R	03-8973-00-22	3,280.35	1	JUDITH TILLET	SHILOH	RICKS WAY
R	02-8944-00-31	3,261.75	3	WILLIAM K. COLONNA	SHILOH	150 SAND HILLS RD
R	02-8937-00-50	3,236.69	2	LASALLE SEARS HEIRS	CAMDEN	187 HERMAN ARNOLD RD
R	02-8936-00-81	3,100.77	1	WILLIAM CONOVER	CAMDEN	190 RUN SWAMP RD
R	01-7081-00-52	3,059.23	2	ABODE OF CAMDEN INC.	SOUTH MILLS	256 CULPEPPER RD
R	03-8964-00-40	3,029.92	3	FITZHERBERT ADELL & BARBARA	SHILOH	291 BARTLETT RD
R	02-8923-00-19	3,024.06	3	WHALON & KATHLEEN MCCULLEN	CAMDEN	431 158 US W
R	03-8972-00-44	2,897.97	1		SHILOH	343 HWY S
R	02-8943-01-26	2,890.76	1		CAMDEN	108 RIDGE RD
R	03-8965-00-44	2,783.67	2		SHILOH	404 SANDY HOOK RD

Delinquencies Top-30 Unpaid

04/03/17 15:40:35

Attachment "B"
Real

Roll	Parcel Number	YrsDltg	Unpaid Amount	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	10	653.18	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8899-00-45-2682.0000	10	243.84	SEAMARK INC.	SHILOH	HOLLY RD
R	03-8943-04-93-8214.0000	10	451.03	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7988-00-91-0179.0001	10	303.62	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	
R	03-8952-00-95-8737.0000	10	137.98	AUDREY TILLET	SHILOH	171 NECK RD
R	01-7999-00-32-3510.0000	10	968.33	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
R	01-7999-00-12-8596.0000	10	1,897.48	MOSES MITCHELL HEIRS	SOUTH MILLS	165 BUNKER HILL RD
R	01-7989-04-60-1954.0000	10	223.39	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
R	03-8962-00-50-0273.0000	10	969.61	DAISEY WILLIAMS BURNHAM	SHILOH	RAYMONS CREEK RD
R	01-7090-00-60-5052.0000	10	832.10	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
R	02-8955-00-13-7846.0000	10	669.66	MARIE MERCER	CAMDEN	IVY NECK RD
R	02-8936-00-24-7426.0000	10	633.09	BERNICE PUGH	CAMDEN	113 BOURBON ST
R	01-7998-00-57-2800.1000	10	427.45	TINA RENEE LEARY	SOUTH MILLS	111 LINTON RD
R	01-7090-00-95-5262.0000	10	271.56	JOHN F. SAWYER HEIRS	SOUTH MILLS	OLD SWAMP RD
R	03-8980-00-61-1968.0000	10	265.74	WILLIAMSBURG VACATION	SHILOH	CAMDEN POINT RD
R	03-8909-00-45-1097.0000	10	229.30	MICHAEL OBER	SHILOH	CENTERPOINT RD
R	03-8899-00-37-0046.0000	10	179.37	ELIZABETH LONG	SHILOH	HIBISCUS
R	03-8909-00-17-2462.0000	10	160.77	TODD ALLEN RIGGS	SHILOH	LITTLE CREEK RD
R	01-7989-04-60-1568.0000	9	1,116.09	EMMA BRITE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	03-8953-04-81-9832.0000	8	6,594.63	MAIDIA S. CECIL HEIRS	SHILOH	113 TROTMAN RD
R	02-8945-00-41-2060.0000	8	4,089.49	LASELLE ETHERIDGE SR.	CAMDEN	168 BUSHHELL RD
R	01-7080-00-62-1977.0000	8	2,489.37	SANDERS CROSSING OF CAMDEN CO	CAMDEN	117 OTTERS PL
R	03-8909-00-24-6322.0000	8	545.38	DAVID B. KIRBY	SOUTH MILLS	499 SAILBOAT RD
R	01-7998-01-08-8621.0000	7	4,703.21	WILLIE L. TURNER ETAL	SHILOH	1289 343 HWY N
R	01-7998-01-08-6797.0000	7	4,230.70	EDWARD E. HARRIS JR.	SOUTH MILLS	1295 343 HWY N
R	03-8964-00-40-9957.0000	7	3,029.92	LASALLE SEARS HEIRS	SHILOH	291 BARTLETT RD
R	03-8980-00-84-0931.0000	7	189.06	CARL TEUSCHER	SHILOH	218 BROAD CREEK RD
R	01-7989-04-50-6715.0000	6	2,405.79	ANDREW FEREBEE HEIRS	SOUTH MILLS	1334 343 HWY N
R	03-8962-00-04-9097.0000	6	1,854.98	CECIL BARNARD HEIRS	SHILOH	NECK RD
R	03-8990-00-64-8379.0000	6	1,782.36	CHRISTOPHER FROST-JOHNSON	SHILOH	LITTLE CREEK RD

04/03/17 15:40:36

Delinquencies Top-30 Oldest

Attachment "A"
Personal

1

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	0001623	3,885.70	1	ATLANTIC COASTAL CLEARING	CAMDEN	158 HWY
P	0001709	1,960.50	8	JOHN MATTHEW CARTER	CAMDEN	431 158 US W
P	0000738	1,904.69	6	LESLIE EHERIDGE JR	CAMDEN	MIC MAC TRAIL
P	0001538	882.79	9	JEFFREY EDWIN DAVIS	HERTFORD	133 EDGEWATER DR
P	0001046	844.03	9	THIEN VAN NGUYEN	SHILOH	864 SANDY HOOK RD
P	0000659	835.00	1	RICKY'S WELDING, INC.	SHILOH	255 SAILBOAT ROAD
P	0001883	778.89	6	DUNG LE TRAN	SHILOH	105 AARON DR
P	0001072	730.04	9	PAM BUNDY	CAMDEN	431 158 US W
P	0001827	652.02	3	KAREN BUNDY	CAMDEN	107 RIDGE ROAD
P	0001104	614.60	1	MICHAEL & MICHELLE STONE	CAMDEN	849 SANDY HOOK RD S
P	0002194	538.90	2	MORGAN ROBERSON	SHILOH	
P	0002185	448.60	1	DIRECT TV LLC	CAMDEN	
P	0000543	420.48	2	TRACK 1 OF CAMDEN	CAMDEN	
P	0001230	411.11	5	JAMES NYE	SOUTH MILLS	
P	0001694	344.85	5	THOMAS B. THOMAS HEIRS	CAMDEN	143 158 US W
P	0001681	313.74	5	STEVE WILLIAMS	CAMDEN	101 ROBIN CT W
P	0000297	309.81	2	ADAM D. & TRACY J.W. JONES	CAMDEN	150 158 HWY W
P	0001476	306.68	1	MIKE TAYLOR	SHAWBORO	150 158 HWY W
P	0001010	304.99	4	RAYBURN BURGESS	ELIZABETH CITY	114 GARRINGTON ISLAND
P	0001546	303.28	2	GEORGE ROWLAND	SHILOH	CAMDEN CAUSEWAY
P	0000905	291.52	2	KEVIN & STACY ANDERSON	CAMDEN	116 EDGEWATER DR
P	0001106	280.28	10	JAMI ELIZABETH VANHORN	SHILOH	431 158 US W
P	0002565	277.38	1	DUANE EDWARD DUNIVAN	SOUTH MILLS	111 AARON DR
P	0001976	275.54	4	ANA ALICIA MARTINEZ LOPEZ	SOUTH MILLS	617 MAIN ST
P	0001703	270.00	3	VAN ZANDER	SHILOH	115 WAYLAND CT
P	0001693	261.90	8	ALLIANCE NISSAN	MOYOCK	110 AARON DR
P	0001250	261.54	2	MICHELE LEE TAYLOR-DUKE	CAMDEN	812 TULLS CREEK RD
P	0001952	238.91	5	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	158 HWY W
P	0000248	219.71	10	ROBERT H. OWENS	CAMDEN	108 BINGHAM RD
P	0000295	204.06	1	HENDERSON AUDIOMETRICS, INC.	CAMDEN	319 PONDEROSA RD
						363 # 15
						330 158 HWY E

Delinquencies Top-30 Unpaid

04/03/17 15:41:20

Attachment 4B
Personal

1

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
P	0000738	10	904.69	LESLIE ETHERIDGE JR	CAMDEN	133 EDGEWATER DR
P	0001046	10	844.03	THIEN VAN NGUYEN	SHILOH	105 AARON DR
P	0001072	10	730.04	PAM BUNDY	SHILOH	617 MAIN ST
P	0001106	10	280.28	JAMI ELIZABETH VANHORN	SOUTH MILLS	363 # 15
P	0000248	10	219.71	ROBERT H. OWENS	CAMDEN	MIC MAC TRAIL
P	0001538	9	882.79	JEFFREY EDWIN DAVIS	HERTFORD	CAMDEN CAUSEWAY
P	0001440	9	120.95	DAVID LUKE	ELIZABETH CITY	158 HWY
P	0001709	8	1,960.50	JOHN MATTHEW CARTER	CAMDEN	158 HWY W
P	0001693	8	177.05	ALLIANCE NISSAN	CAMDEN	158 HWY W
P	0001673	8	115.56	THOMAS PHILLIP WINSLOW	CAMDEN	158 HWY W
P	0000316	8	652.02	JAMES P. JONES	CAMDEN	142 SANDHILLS RD
P	0001827	7	778.89	KAREN BUNDY	CAMDEN	431 158 US W
P	0001883	6	144.00	DUNG LE TRAN	SHILOH	255 SAILBOAT ROAD
P	0001697	6	140.55	RANDY BRICKHOUSE	CAMDEN	150 158 HWY W
P	0001722	6	411.11	JANET LEARY	SOUTH MILLS	LINTON ROAD
P	0001230	5	344.85	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0001694	5	313.74	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0001681	5	261.54	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001250	5	238.91	MICHELE LEE TAYLOR-DUKE	SOUTH MILLS	108 BINGHAM RD
P	0001952	5	176.13	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0000865	5	159.00	DIAN BURNHAM COHENS	SHILOH	133 ALDER BRANCH RD
P	0000770	5	107.00	MARSHA GAIL BOGUES	CAMDEN	276 BELCROSS RD
P	0001740	5	538.90	JASON & KEVIN WORDEN	SOUTH MILLS	STILES LANE
P	0002194	4	275.54	MORGAN ROBERSON	SHILOH	849 SANDY HOOK RD S
P	0001010	4	304.99	RAYBURN BURGESS	SHILOH	116 EDGEWATER DR
P	0001976	4	275.54	ANA ALICIA MARTINEZ LOPEZ	SHILOH	110 AARON DR
P	0002058	4	151.40	WILLIAM GILMER BURK	CAMDEN	493 LAMBS RD
P	0001104	3	614.60	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0000543	3	420.48	TRACK 1 OF CAMDEN	CAMDEN	143 158 US W
P	0000905	3	291.52	KEVIN & STACY ANDERSON	SHILOH	111 AARON DR

Delinquencies Top-30 Oldest

04/03/17 15:41:21



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

New Business

Item Number: 6.G
Meeting Date: May 01, 2017
Submitted By: Michael Brillhart, County Manager
 Administration
 Prepared by: Amy Barnett

Item Title EDC Board Appointments - Discussing Regarding

Attachments:

Summary:

Discussion regarding Participation of Two Members of the CEDC

In accordance with adopted Resolution 2009-09-05; Article V: MEMBERSHIP; Section 3 - "In the event a Commission (CEDC) member ceases to represent one of the initial professions or institutions as at the time of their appointment, this change shall be reported to the Camden County Board of Commissioners for review and a determination as to whether or not the appointee shall continue to serve".

Recommendation:

Discussion Only.



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Board Appointments

Item Number: 7.1

Meeting Date: May 01, 2017

Submitted By: Jasmin White, Senior Center Director
 Senior Center
 Prepared by: Amy Barnett

Item Title **Board Re-Appointment - Clarann Mansfield to Camden CAC**

Attachments: CAMDEN AC CAC (PDF)

Summary:

Clarann Mansfield's appointment to the Camden County Adult Care Home Community Advisory Committee expired on 3/20/17. Ms. Mansfield has expressed her desire to continue to serve. Ask that she be re-appointed with her new term to expire 5/1/2018.

Recommendation:

Approve board appointment.

CAMDEN COUNTY ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE

MEMBERS	POSITION	TERM EXPIRATION
Jasmine Wilson PO Box 54 Camden, NC 27921 (252) 335-2569	Chair	11/1/2018
Ruth White 309 Holland Drive Camden, NC 27921 (252) 335-4657	Member	11/01/2018
Clarann Mansfield 831 Hwy 343 North Camden, NC 27921 (252) 771-2400	Member	03/20/2017

VACANCY (2)

**REGIONAL LONG TERM CARE OMBUDSMAN
ALBEMARLE COMMISSION AREA AGENCY ON AGING**

Brandi Jordan, MSW
512 S. Church Street
Hertford, NC 27944
Phone: (252) 426-5753 Ext. 225

**CAMDEN COUNTY DEPARTMENT OF SOCIAL SERVICES
ADULT PROTECTIVE SERVICES**

PHONE (252) 331-4787

Please Re-Appoint Clarann Mansfield. Please set her new expiration date to May 1, 2018.

Attachment: CAMDEN AC CAC (1661 : Board Re-Appointment - Clarann Mansfield to Camden CAC)



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.A
Meeting Date: May 01, 2017
Submitted By: Stephanie Humphries, Finance Director
Finance
Prepared by: Stephanie Humphries

Item Title **FY 16-17 Budget Amendments**

Attachments: 16-17-BA020 DSS Funding (DOC)
16-17-BA021 TDA (DOC)

Summary:

BA 0020 DSS
BA 0021 TDA

Recommendation:

Approve as amended.

2016-17-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, 2017.

Section 1. To amend the General Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
10320400-434504	MCADHRMLSS	\$92,961	
52330610-439710	County Contribution	\$92,961	
52390610-439900	Fund Balance Appropriated		\$80,494
52330610-434819	Crisis		\$ 1,195
52330610-434848	LIEAP		\$ 1,195
Expenses			
106900-591200	DSS Contribution	\$92,961	
528000-574000	Capital Outlay	\$12,467	
528000-520000	Crisis		\$ 1,195
528000-554321	LIEAP		\$ 1,195

This Budget Amendment is made to make changes to DSS Funding.

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 1st day of May, 2017.

Clerk to Board of Commissioners

Chairman, Board of Commissioners

2016-17-BA021
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, 2017.

Section 1. To amend the TDA Fund as follows:

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
Revenues			
15390400-435000	Occupancy Tax	\$10,2000	
Expenses			
154200-527300	Promotional Efforts	\$2,200	
154200-599900	Fund Balance Reserves	\$8,000	

This Budget Amendment is made appropriate funds for additional revenue collected.

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 1st day of May, 2017.

Clerk to Board of Commissioners

Chairman, Board of Commissioners

Attachment: 16-17-BA021 TDA (1651 : FY 16-17 Budget Amendments)



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.B

Meeting Date: May 01, 2017

Submitted By: Amy Barnett, Planning Clerk
Schools
Prepared by: Amy Barnett

Item Title **School Budget Amendments**

Attachments: School Budget Amendment - Capital Outlay Fund
(PDF)
School Budget Amendment - Local Current Expense
Fund (PDF)
School Budget Amendment - Other Local Current
Expense Fund (PDF)

Summary:

3 School Budget Amendments, Amending:

- Capital Outlay Fund
- Local Current Expense Fund
- Other Local Current Expense Fund

Recommendation:

Approve Amendments

Budget Amendment

Camden County Schools Administrative Unit

Capital Outlay Fund

The Camden County Board of Education at a meeting on the 13th day of April, 2017, passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2017.

Code Number	Description of Code	Amount	
		Increase	Decrease
9100	Category I Projects		.00
Explanation:			
	Total Appropriation in Current Budget	\$	475,151.72
	Amount of Increase / (Decrease) of Above Amendment		+ .00
	Total Appropriation in Current Amended Budget	\$	475,151.72

<p>Passed by majority vote of the Board of Education of Camden County Schools on the 13th day of April 2017</p>  <p>Chairman, Board of Education</p>  <p>Secretary, Board of Education</p>	<p>We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes in the minutes of said Board, this ____ day of _____ 2____.</p> <p>_____ Chairman, Board of County Commissioners</p> <p>_____ Clerk, Board of County Commissioners</p>
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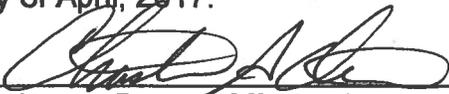
BUDGET AMENDMENT
April 13, 2017

4. Capital Outlay Fund

A. We must adjust our budget to reflect a transfer between projects in our budget due to actual cost versus the proposed figures. We request your approval of the following amendment.

<u>Category I Projects</u>		
9105.077.529	Ceiling Tile/Lighting Replacement	\$ - 50.00
9106.077.311	Contracted Repairs - Bleachers	+ <u>50.00</u>
Total – Category I Projects		\$ + .00

Passed by majority vote of the Board of Education of Camden County on the 13th day of April, 2017.



Chairman, Board of Education



Secretary, Board of Education

Budget Amendment

Camden County Schools Administrative Unit

Local Current Expense Fund

The Camden County Board of Education at a meeting on the 13th day of April, 2017 passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2017.

Code Number	Description of Code	Amount	
		Increase	Decrease
5100	Regular Instructional Programs		1,834.00
5200	Special Instructional Programs	1,084.00	
5400	School Leadership	250.00	
6500	Operational Support Services		9,000.00
6900	Policy, Ldrshp, & Pub Relations	9,500.00	
8100	Pmts to Other Local Govt Prgms		

Explanation:

Total Appropriation in Current Budget	\$ 2,390,386.00
Amount of Increase/Decrease of Above Amendment	+ .00
Total Appropriation in Current Amended Budget	\$ 2,390,386.00

<p>Passed by majority vote of the Board of Education of Camden County on the 13th day of April 2017.</p>  _____ Chairman, Board of Education	<p>We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes on the minutes of said Board, this ____ day of _____ 20__.</p> _____ Chairman, Board of County Commissioners
 _____ Secretary, Board of Education	_____ Clerk, Board of County Commissioners

BUDGET AMENDMENT
April 13, 2017

2. Local Current Expense Fund

- A. We have reviewed this program area and find that we must transfer funds to another program area within the local current expense budget to meet budget needs. We request your approval of the following amendment.

Operation of Plant

6540.802.311...40 Contracted Services	\$ -	<u>9,000.00</u>
---------------------------------------	------	-----------------

Total – Operation of Plant	\$ -	9,000.00
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- B. We have reviewed this program and find that we must transfer funds within this area to cover expenses for exceptional children teacher substitutes. We request your approval of the following amendment.

Classroom Support

5110.842.162 Substitute Pay	\$ -	1,000.00
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5210.842.162 Substitute Pay	+	<u>1,000.00</u>
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Total – Classroom Support	\$ +	.00
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- C. We have reviewed this program area and find that we must transfer funds within to cover expenses of the budget. We request your approval of the following amendment.

Office of The Superintendent

6940.865.311 Contracted Services	\$ +	9,000.00
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6940.865.422 Repair Parts – Co Vehicle	+	481.00
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6940.865.423 Gas – County Vehicle	-	<u>481.00</u>
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Total – Office of The Superintendent	\$ +	9,000.00
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- D. We have reviewed this program area and find that we must transfer funds within to cover expenses of the budget. We request your approval of the following amendment.

Staff Development

5110.912.361 Membership Dues & Fees	\$ -	834.00
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5210.912.312 Workshop Expenses	+	84.00
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5400.912.312 Workshop Expenses	+	250.00
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6940.912.312 Workshop Expenses	+	<u>500.00</u>
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Budget Amendment

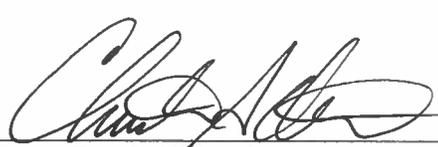
Camden County Schools Administrative Unit

Other Local Current Expense Fund

The Camden County Board of Education at a meeting on the 13th day of April, 2017 passed the following resolution.

Be it resolved that the following amendments be made to the Budget Resolution for the fiscal year ending June 30, 2017.

Code Number	Description of Code	Amount	
		Increase	Decrease
6100 6500	Reg. Instructional Support Serv. Operational Support Services		
Explanation:			
	Total Appropriation in Current Budget	\$	876,826.27
	Amount of Increase/Decrease of Above Amendment		+ 2,000.00
	Total Appropriation in Current Amended Budget	\$	878,826.27

<p>Passed by majority vote of the Board of Education of Camden County on the 13th day of April 2017.</p>  <p>Chairman, Board of Education</p>  <p>Secretary, Board of Education</p>	<p>We the Board of County Commissioners of Camden County hereby approve the changes in the County School Funds Budget as indicated above, and have made entry of these changes on the minutes of said Board, this ____ day of _____ 20__.</p> <p>_____ Chairman, Board of County Commissioners</p> <p>_____ Clerk, Board of County Commissioners</p>
--	--

BUDGET AMENDMENT

April 13, 2017

8. Other Local Current Expense Fund

- A. We have reviewed this program area and find that we must increase the revenue to be able to increase the budget for program expenses. We request your approval of the following amendment.

EDS Medicaid Reimbursement

6840.306.311 Contracted Services	\$ +	<u>2,000.00</u>
----------------------------------	------	-----------------

Total – EDS Medicaid Reimbursement	\$ +	2,000.00
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3700.306 Revenue – EDS Medicaid Reimb	\$ -	2,000.00
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- B. We have reviewed this area of the budget and find that we must transfer funds to cover expenses within this area of the budget. We request your approval of the following amendment.

Activity Bus

6550.706.171 Salary – Act Bus Driver	\$ +	1,000.00
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6550.706.326 Cont Repair & Mtce – Equipment	-	1,500.00
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6550.706.424 Oil	+	300.00
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6550.706.425 Tires & Tubes	+	<u>200.00</u>
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Total – Activity Bus	\$ +	.00
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- C. We have reviewed this program area and find that we must transfer funds to cover expenses within the budget. We request your approval of the following amendment

Maintenance of Plant

6580.802.311...50 Contracted Services	\$ +	5,500.00
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6580.802.391...50 Storm Water Fees	-	800.00
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6580.802.411...50 Supplies & Materials	+	225.00
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6580.802.418...50 Comp Software & Supplies	+	216.00
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6580.802.422...50 General Maintenance	-	2,200.00
---------------------------------------	---	----------

6580.802.423...50 Gas – Mtce Vehicles	-	1,941.00
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6580.802.461...50 Pur of Non-Cap Equipment	-	<u>1,000.00</u>
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Total – Maintenance of Plant	\$ +	.00
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- D. We have reviewed this area of the budget and find that we must transfer funds to cover planning period stipends while a staff member is out on leave. We request your approval of the following amendment.

Classroom Teacher

5110.841.195 Salary – Planning Period Stipend	\$ -	200.00
---	------	--------

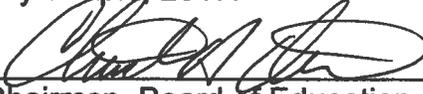
BUDGET AMENDMENT
Other Local Current Expense Fund
April 13, 2017, Page 2

5110.841.211 Emp Soc Sec Costs			+	<u>200.00</u>
Total – Classroom Teacher		\$	+	.00

- E. We have reviewed this area of the budget and find that we must transfer funds to cover expenses within this program area. We request your approval of the following amendment.

<u>Computer Tech</u>				
6400.905.332 Travel		\$	+	300.00
6400.905.343 Telecommunications Service			-	430.00
6400.905.411 Supplies & Materials			+	90.00
6510.905.341 Telephone for Telecomm - Lines			+	<u>40.00</u>
Total – Computer Tech		\$	+	.00

Passed by majority vote of the Board of Education of Camden County on the 13th day of April, 2017.



Chairman, Board of Education



Secretary, Board of Education



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.C
Meeting Date: May 01, 2017
Submitted By: Terri Smith,
Taxes
Prepared by: Terri Smith

Item Title Refunds Over \$100.00

Attachments: 20170404153135996.pdf (PDF)

Summary:

Refunds Over \$100.00

Recommendation:

Review and Approve

ACS Tax System
4/04/17 15:08:48

REFUNDS OVER \$100.00

CAMDEN COUNTY

Refunds to be Issued by Finance Office

Refund\$ 141.97
Remit To: GILBERT ASHLEY NICOLE
1936 NIXONTON RD
ELIZABETH CITY NC 27909

Drawer/Transaction Info:
20170322 69 232474

Reference:
2011 Y 0035947
DEBT SETOFF OVERPAYMENT

141.97 Total Refunds

Submitted by Lisa S. Anderson Date 4-4-17
Lisa S. Anderson, Tax Administrator Camden County

Approved by _____ Date _____
Clayton D. Riggs, Chairman Camden County Board of Commissioners



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.D
Meeting Date: May 01, 2017
Submitted By: Terri Smith,
Taxes
Prepared by: Terri Smith

Item Title Refunds Over \$100.00 - VTS

Attachments: 20170403092212197.pdf (PDF)

Summary:

Refunds Over \$100.00 (Vehicle Tax System) For March

Recommendation:

Review and Approve

REFUNDS OVER \$100.00

North Carolina Vehicle Tax System

NCVTS Pending Refund report

REFUNDS OVER \$100.00 MAR,17

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
CUMMINGS, JOSEPH JR	FEHER, TARA ANNE	186 PIER LNDG	SOUTH MILLS, NC 27976	Adjustment >= \$100	0029388349	DKY3974	PENDING	64470726	Refund Generated due to adjustment on Bill #0029388349-2016-2016-0000-00	Military	03/20/2017		1843	Tax	(\$184.21)	\$0.00	(\$184.21)
TEMPLE, NICHOLAS JOHN		134 NC HIGHWAY 34 N	CAMDEN, NC 27921	Proration	0033955549	CF43534	PENDING	65218678	Refund Generated due to proration on Bill #0033955549-2016-2016-0000-00	Tag Surrender	03/31/2017		1843	Tax	(\$228.66)	\$0.00	(\$228.66)
													2	Tax	(\$3.36)	\$0.00	(\$3.36)
																Refund	\$186.92
																Refund	\$232.02

Submitted by Lisa S. Anderson Date 4-3-17
Lisa S. Anderson, Tax Administrator Camden County

Approved by _____ Date _____
Clayton D. Riggs, Chairman Camden County Board of Commissioners



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.E
Meeting Date: May 01, 2017
Submitted By: Lisa Anderson, Tax Administrator
Taxes
Prepared by: Amy Barnett

Item Title **Tax Pickups & Refunds**

Attachments: Tax Pickups and Refunds for 5-1-17 BOC Mtg (PDF)

Summary:

Tax Pickups & Refunds

Recommendation:

Approve Tax Pickups & Refunds

<u>NAME</u>	<u>REASON</u>	<u>TYPE NO.</u>
Judith Tillett	\$435.00 Pick-Up - Code Enforcement Fee	Pick-Up/19949 R-99835-16
Nicholas John Temple	\$232.02 Refund - Turned in plates	Pick-Up/19923 33955549
A. Gregory Buckley	\$1,410.29 Pick-Up - Roll Back Taxes	Pick-Up/19934 R-84997-14 R-92133-15 R-99314-16

FROM: CAMDEN COUNTY ADMINISTRATOR OFFICE

No. 19949

(1) REQUEST THE FOLLOWING CHANGES BE MADE

(2) EXPLANATION: () OVERCHARGED () DOUBLE LISTING
() LATE LISTING () OTHER Code Enforcement

YEAR 2016 TOWNSHIP CH

NAME Judith Tillet (# 3005)

ADDRESS 109 Selden St.

Elizabeth City, NC 27909

PIN # R-02-8936-00-81-9147

RELEASE

<u>PROPERTY VALUE</u>	<u>COUNTY</u>	<u>FIRE</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BILL #</u>
Personal _____					
Real _____					
Total _____					

PICK UP

<u>PROPERTY VALUE</u>	<u>COUNTY</u>	<u>FIRE</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BILL #</u>
Personal _____				<u>C.E.</u>	
Real _____					
Total _____				<u>435.00</u>	<u>R-9883516</u>

ADJUSTMENT/REFUND

<u>PROPERTY VALUE</u>	<u>COUNTY</u>	<u>FIRE</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BILL #</u>
Personal _____					
Real _____					
Total _____					

Aisa S. Anderson
TAX ADMINISTRATOR

APPROVED _____ DAY OF _____ 20____

CHAIRMAN OF COMMISSIONERS COUNTY MANAGER

FROM: CAMDEN COUNTY ADMINISTRATOR OFFICE

No. 19923

(1) REQUEST THE FOLLOWING CHANGES BE MADE

(2) EXPLANATION: () OVERCHARGED () DOUBLE LISTING
() LATE LISTING () OTHER Turned in plates

YEAR 2016 TOWNSHIP CH
NAME Nicholas John Temple (21467909)
ADDRESS 113 Hwy 34 N
Camden, NC 27921
PIN # 0033955549

RELEASE

<u>PROPERTY VALUE</u>	<u>COUNTY</u>	<u>FIRE</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BILL #</u>
Personal _____					
Real _____					
Total _____					

PICK UP

<u>PROPERTY VALUE</u>	<u>COUNTY</u>	<u>FIRE</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BILL #</u>
Personal _____					
Real _____					
Total _____					

ADJUSTMENT/REFUND

<u>PROPERTY VALUE</u>	<u>COUNTY</u>	<u>FIRE</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BILL #</u>
Personal _____		$348.03 \div 12 = 29.003$			
Real _____		$29.003 \times 4 = 116.01$			
Total _____				<u>232.02</u>	<u>33955549</u>

Levi Smith
~~TAX ADMINISTRATOR~~ / Specialist

APPROVED _____ DAY OF _____ 20____

CHAIRMAN OF COMMISSIONERS/COUNTY MANAGER

FROM: CAMDEN COUNTY ADMINISTRATOR OFFICE

No. 19934

(1) REQUEST THE FOLLOWING CHANGES BE MADE

(2) EXPLANATION: () OVERCHARGED () DOUBLE LISTING
() LATE LISTING (✓) OTHER Roll back

YEAR 2014-2016 TOWNSHIP SH

NAME A. Gregory Buckley (2178)

ADDRESS P.O. Box 75
Shiloh, NC 27974

PIN # R 03-8963-00-40-9482-0000

RELEASE

<u>PROPERTY VALUE</u>	<u>COUNTY</u>	<u>FIRE</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BILL #</u>
Personal _____					
Real _____					
Total _____					

PICK UP

<u>PROPERTY VALUE</u>	<u>COUNTY</u>	<u>FIRE</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BILL #</u>
Personal _____					
Real _____					
Total _____	<u>1230.48</u>	<u>19.08</u>	<u>160.73</u>	<u>1410.29</u>	<u>R24997/2014</u> <u>92133/2015</u> <u>99314/2016</u>

ADJUSTMENT/REFUND

<u>PROPERTY VALUE</u>	<u>COUNTY</u>	<u>FIRE</u>	<u>INTEREST</u>	<u>TOTAL</u>	<u>BILL #</u>
Personal _____					
Real _____					
Total _____					

Jeri Smith
~~TAX ADMINISTRATOR~~ / Specialist

APPROVED _____ DAY OF _____ 20____

CHAIRMAN OF COMMISSIONERS/COUNTY MANAGER



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.F
Meeting Date: May 01, 2017
Submitted By: Terri Smith,
Taxes
Prepared by: Terri Smith

Item Title **DMV Monthly Report**

Attachments: 20170410110807077.pdf (PDF)

Summary:

DMV Monthly Report June Renewals Due 7/15/17

Recommendation:

Review and Approve

STATE OF NORTH CAROLINA

COUNTY OF CAMDEN

TO: The Tax Administrator of Camden County June Ren. Due 7/15/17

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

SOUTH MILLS	COURTHOUSE	SHILOH	TOTAL
21,176.03	21,825.24	12,855.29	55,856.56

Witness my hand and official seal this _____ day of _____

Chairman, Camden County Board of Commissioners

Attest:

Clerk to the Board of Commissioners of Camden County

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

Lisa S. Anderson
Tax Administrator of Camden County

Attachment: 20170410110807077.pdf (1641 : DMV Monthly Report)



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.G
Meeting Date: May 01, 2017

Submitted By: Lisa Anderson, Tax Administrator
Taxes
Prepared by: Amy Barnett

Item Title **Tax Collection Report March 2017**

Attachments: Tax Collection Report - March 2017 (PDF)

Summary:

Tax Collection Report for March 2017

Recommendation:

Approve Report



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.H
Meeting Date: May 01, 2017
Submitted By: Lisa Anderson, Tax Administrator
Taxes
Prepared by: Lisa Anderson

Item Title **Estimated Tax Values-2017**

Attachments: 20170411164439968 (4).pdf(PDF)

Summary:

Estimated Tax Values-2017

Recommendation:

Review and approve

TO: CAMDEN COUNTY BOARD OF COMMISSIONERS

THE FOLLOWING IS THE ESTIMATED PROPERTY VALUE OF CAMDEN COUNTY:

	<u>Real</u>	<u>Personal</u>	<u>Vehicles</u>	<u>Total</u>
South Mills	347,820,178	11,244,055	33,630,776	392,695,009
Courthouse	357,021,582	16,321,574	33,519,034	406,862,190
Shiloh	215,112,656	5,776,874	19,497,383	240,386,913
Subtotal of County				1,039,944,112
Estimated Utilities				23,401,930
Total of County				1,063,346,042

FROM Lisa S. Anderson 4-11-17
 LISA S. ANDERSON (TAX ADMINISTRATOR) DATE

TAX RATE COUNTY _____ FIRE _____ TOTAL= _____

Joyce Creek District	<u>Real</u>	<u>Personal</u>	<u>Vehicles</u>	<u>Total</u>
	204,236,844	4,860,996	22,928,725	232,026,565

JOYCE CREEK WATERSHED IMPROVEMENT TAX _____

 CLAYTON D. RIGGS, CHAIRMAN DATE

Attachment: 20170411164439968 (4).pdf (1675 : Estimated Tax Values-2017)



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.I
Meeting Date: May 01, 2017
Submitted By: Stephanie Humphries, Finance Director
Finance
Prepared by: Stephanie Humphries

Item Title **Investment Policy**

Attachments: Investment Policy Draft (DOCX)

Summary:

Investment Policy authorizing the investment of idle funds.

Recommendation:

Approve policy as presented.

CAMDEN COUNTY, NORTH CAROLINA

INVESTMENT POLICY

SCOPE

This investment policy applies to all financial assets of Camden County. The County combines the cash resources of its various funds into a single pool in order to maximize investment earnings. Each fund's portion of total cash and investments is shown by fund type in the combined balance sheet of the County's Comprehensive Annual Financial Report. This policy applies to all transactions involving the financial assets and related activity of all the various funds accounted for in the County's Comprehensive Annual Financial Report.

OBJECTIVES

Funds of the County will be invested in accordance with North Carolina General Statute 159-30, the County's Investment Policy and written administrative procedures. The County's investments shall be undertaken in a manner that (1) seeks to ensure the preservation of capital in the overall portfolio (safety), (2) provides for sufficient liquidity to meet the cash needs of the County's various operations (liquidity), and (3) attains a fair market rate of return (yield). Cash management functions will be conducted in such a manner as to ensure that adequate funds will always be available to meet the County's financial obligations and to provide the maximum amount of funds available for investment at all times.

RESPONSIBILITY

In accordance with North Carolina General Statutes, the Finance Officer is designated as the Investment Officer of the County and is responsible for the County's financial assets. The Finance Officer is also responsible for investment decisions and activities and shall develop and maintain written administrative procedures for the operation of the cash management and investment program, consistent with North Carolina General Statutes. In order to promote the efficiency of investment duties and related activities, the Finance Officer may, at his option, designate one or more members of his staff to perform the functions of cash management and investing. Such delegation shall not relieve the Finance Officer of responsibility for all transactions and executions performed by the designated individuals.

The standard of prudence to be used by the Investment Officer shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. It states that investment officers acting in accordance with North Carolina General Statutes, this policy, written administrative procedures, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

ETHICS AND CONFLICTS OF INTEREST

The Finance Officer, designated Investment Officer and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions. Investment officials and employees shall disclose to the County Manager any material interests in financial institutions that conduct business with Camden County, and they shall further disclose any personal financial/investment positions that could be related to the performance of the County's portfolio. This disclosure need not include normal banking or brokerage relationships that are at normal market rates and conditions available to the general public.

STATUTORY AUTHORIZATION

The legal limitations of local government investments are defined in N.C.G.S. 159-30. Accordingly, the following classes of securities are indicative of the investments utilized by Camden County:

- A. Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States.
- B. Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Bank for Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Housing Administration, the Farmers Home Administration and the U.S. Postal Service.
- C. Obligations of the State of North Carolina.
- D. Deposits at interest or purchase of certificates of deposit with any bank, savings and loan association or trust company in North Carolina, provided such deposits or certificates of deposit are fully collateralized.
- E. Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest (A1, P1, F1) by any nationally recognized rating service which rates the particular obligation.
- F. Participating shares in a mutual fund for local government investment (such as the N.C. Capital Management Trust), which is certified by the N.C. Local Government Commission.

ADMINISTRATIVE RESTRICTIONS

In addition to the previously noted limitations on appropriate securities, Camden County's investment activities are further restricted in the following manner:

A. It is the policy of Camden County to diversify its investment portfolio. Assets held shall be diversified to eliminate the risk of loss resulting from the over concentration of assets in a specific issuer or specific class of securities. Diversification strategies shall be determined and revised periodically by the Finance Officer. Portfolio maturities shall be staggered to avoid undue concentration of assets in a specific maturity sector. Maturities selected shall provide for stability of income and reasonable liquidity.

- Camden County will invest its short-term investments (< one year) based on cash flow analysis

- Camden County will invest minimal levels in money market funds or local government investment pools unless these instruments have higher yields
- Short-term investments will be aggressively managed to maximize yield
- Reserve funds and other funds with longer-term investment horizons (> one year) will be invested in higher yield, longer maturing investments to maximize the investment opportunity available.

B. Camden County recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Portfolio diversification is employed as a way to minimize default risk. No individual investment transaction shall be undertaken that jeopardizes the capital position of the overall portfolio. In the event of a default by a specific issuer, the Finance Officer shall review and, if appropriate, proceed to liquidate securities having comparable credit risks.

SELECTION OF SECURITIES

The Finance Officer, or his designee, will determine which instruments shall be purchased and sold, and the desired maturity date(s) that are in the best interest of the County. All brokers and dealers transacting business with the County must be licensed to do business within North Carolina. They must also have extensive knowledge of NC General Statutes and have references from other North Carolina local governments. The selection of an instrument will involve the evaluation of, but not be limited to, the following factors:

- A. Cash flow projections and requirements
- B. Current market conditions
- C. Overall portfolio balance and makeup
- D. Relative liquidity of the instrument

CUSTODY AND SAFEKEEPING OF SECURITIES

Camden County will maintain a third party safekeeping account for all investments (generally provided by a County's primary bank if applicable), or take physical possession of them. Some securities, primarily certificates of deposit, will not be kept in the third party safekeeping account, but will be kept by the Investment Officer in the vault of the County Finance Department. Transactions will be processed on a delivery versus payment basis, which insures that securities are deposited in an eligible financial institution prior to the release of funds.

INTERNAL CONTROLS

The Finance Officer is responsible for establishing and maintaining a system of internal controls. The internal control structure shall be designed to prevent the loss of public funds arising from theft, fraud, or misuse, employee error, misrepresentation by third parties, or imprudent actions by employees and officers of Camden County. Accordingly, the Finance Officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures.



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.J
Meeting Date: May 01, 2017

Submitted By: Amy Barnett, Planning Clerk
Administration
Prepared by: Amy Barnett

Item Title **Surplus Property Requests - Various Departments**

Attachments: Surplus Property Requests-8- for 5-1-17 BOC (PDF)

Summary:

Surplus Property Requests from:

- Sheriff's Office - 7 Surplus Requests
- Water & Sewer - 1 Surplus Request

Recommendation:

Approve Surplus Property Requests

Surplus Property Request

Requested by:

Sell Dispose

Department:

Item:

Disposal Method:

Suggested Value:

Reason for surplus:

Sheriff Perry 4/7/17

Item Description
Total of 8 tires size 14.00 , 24T , E-2 G-2 , American Contractor,
16 ply rating, tubeless

Manager Approval

Disposal Method:

Value:

Comments: *Approve: Michael Brillhart, County Manager* 

Board Approval

Approved/Denied:

Date:

Final Disposition Date:

Method:

Amount:

Purchased by:

Surplus Property Request

Requested by: Sheriff Perry

Sell Dispose

Department: Sheriff's Office

Item: Ford F850 Dump Truck

Disposal Method: GovDeals.com

Suggested Value: \$25,000.00

Reason for surplus: Obtained from LESO Program and are no longer useful

Sheriff Perry 4/17/17

Item Description
Ford F850 dump truck , 5 tons, Vin # 1FDXF80C5SVA58953

Manager Approval

Disposal Method:

Value:

Comments: *Approve: Michael Brillhart, County Manager MB*

Board Approval

Approved/Denied:

Date:

Final Disposition Date:

Method:

Amount:

Purchased by:

Surplus Property Request

Requested by: Sheriff Perry

Sell Dispose

Department: Sheriff's Office

Item: Water Tanks

Disposal Method: GovDeals.com

Suggested Value: \$500.00

Reason for surplus: Obtained from LESO Program and are no longer useful

Sheriff Perry 4/17/17

Item Description
400 gallon water tank trailer

Manager Approval

Disposal Method:

Value:

Comments: *Approve: Michael Brillhart,
County Manager (MB)*

Board Approval

Approved/Denied:

Date:

Final Disposition Date:

Method:

Amount:

Purchased by:

Surplus Property Request

Requested by: Sheriff Perry

Sell Dispose

Department: Sheriff's Office

Item: Cargo trailer

Disposal Method: GovDeals.com

Suggested Value: \$1,000.00

Reason for surplus: Obtained from LESO Program and are no longer useful

Sheriff Perry 4/7/17

Item Description
Open trailer, 4' X 4' with removable top

Manager Approval

Disposal Method:

Value:

Comments: *Approve: Minda Brillhart, County Manager UB*

Board Approval

Approved/Denied:

Date:

Final Disposition Date:

Method:

Amount:

Purchased by:

Surplus Property Request

Requested by: Sell Dispose

Department:

Item:

Disposal Method:

Suggested Value:

Reason for surplus:

Sheriff Perry *4/17/17*

Item Description
Plaster storage cart on wheels

Manager Approval

Disposal Method:

Value:

Comments: *Approve: Michael Brillhart, County Manager (MB)*

Board Approval

Approved/Denied:

Date:

Final Disposition Date:

Method:

Amount:

Purchased by:

Surplus Property Request

Requested by:
 Sell Dispose

Department:

Item:

Disposal Method:

Suggested Value:

Reason for surplus:

Sheriff Perry 4/17/17

Item Description
total of 5 tires , size 10.00-20, load Range G , 14 ply rating , tubeless

Manager Approval

Disposal Method:

Value:

Comments: *Michael Brillhart, CIN*

Board Approval

Approved/Denied:

Date:

Final Disposition Date:

Method:

Amount:

Purchased by:

Surplus Property Request

Requested by: Sheriff Perry
 Sell Dispose

Department: Sheriff's Office

Item: Case Tractor

Disposal Method: GovDeals.com

Suggested Value: \$1,500.00

Reason for surplus: Obtained from LESO Program and no longer useful

Sheriff Perry 4/17/19

Item Description
Case Tractor Model 595

Manager Approval

Disposal Method:

Value:

Comments: *Michael Brillheart, CM*
M.D. Bell

Board Approval

Approved/Denied:

Date:

Final Disposition Date:

Method:

Amount:

Purchased by:

Large empty rectangular box for additional notes or signatures.

Surplus Property Request

Requested by: David Cradle

Sell Dispose

Department: Maintenance

Item: 2005 Chevy Truck

Disposal Method: GovDeals

Suggested Value: \$2,000.00

Reason for surplus: Removed from fleet, two cylinder blown

Item Description

2005 Chevy 1/2 Ton Truck , Vin# 1GCEC14X052Z348412 ,
White , FM/AM/CD , Gray Interior , BF Goodrich tires
(P245/70R17) , 200,378 miles

Manager Approval

Disposal Method:

Value:

Comments: *Michael Brillhart, CM*

Board Approval

Approved/Denied:

Date:

Final Disposition Date:

Method:

Amount:

Purchased by:



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.K
Meeting Date: May 01, 2017

Submitted By: Amy Twiddy, Assistant
NC Cooperative Extension
Prepared by: Amy Barnett

Item Title **2017 NCCES Pesticide Container Recycling Grant**

Attachments: 2017 NCCES Pesticide Container Recycling Grant
(PDF)

Summary:

Grant application for the 2017 NCCES Pesticide Container Recycling Program.

Recommendation:

Approve Grant.



Steve Troxler
Commissioner

North Carolina Department of Agriculture
and Consumer Services

N. David Smith
Chief Deputy Commissioner

March 23, 2016

Austin Brown, Agriculture Extension Agent
Camden County Cooperative Extension
PO Box 129
Camden, NC 27921

NOTIFICATION OF FUNDING OFFER

Dear Mr. Brown:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Structural Pest Control and Pesticides, I am pleased to inform you that \$1,276.00 for your project Camden County Pesticide Container Recycling Program was approved under the Pesticide Environmental Trust Fund.

Two original contract packets must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed, as applicable, before they are returned to the address provided below. By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. Please return the two completed packets to:

Renee Woody, Environmental Programs Manager
NC Department of Agriculture & Consumer Services, Structural Pest Control and Pesticides Division
1090 Mail Service Center
Raleigh, NC 27699-1090

All authorized representative signatures must be in blue ink. Use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet.

One fully executed, original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Renee Woody at 919-857-4137, or feel free to send an email to renee.woody@ncagr.gov.

I would like to take this opportunity to thank you for participating in the Pesticide Container Recycling Program for the enhancement of container recycling by farmers and commercial pesticide applicators, which reduces the burden on landfills, protects human health and the environment by reducing the threat of improper rinsing and disposal, and ensures the user is in compliance with state regulations that prohibit open dumping, burning, and water dumping of pesticide containers.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

cc: Kathryn L. Caler, M.L.S., Grants & Contracts Administrator
Renee Woody, Environmental Programs Manager
Michael Brillhart, Camden County Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 • Fax (919) 715-0026
An Equal Opportunity Affirmative Action Employer



NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
 Steven W. Troxler, Commissioner

Structural Pest Control and Pesticides Division/Awarding Contract for Pesticide Container Recycling Program

CONTRACT "CHECK OFF LIST" for Grantee

INSTRUCTIONS: CHECK THE "YES" BOXES IN LEFT COLUMN FOR THE DOCUMENT TITLES THAT ARE BEING RETURNED WITH THE TWO SIGNED, DATED and WITNESSED COPIES OF THE CONTRACT. WITH SIGNATURES IN BLUE INK. BE SURE TO INCLUDE ALL THE OTHER DOCUMENTS SPECIFIED IN YOUR CONTRACT PACKAGE. IF "X" NO" HAS BEEN CHECKED OFF FOR YOU, THAT DOCUMENT IS NOT REQUIRED FOR THIS GRANT PROGRAM OR PROJECT.

GRANTEE ORGANIZATION NAME: Camden County Cooperative Extension

PROJECT TITLE/NAME: Camden County Pesticide Container Recycling Program

CONTRACT #: 17-070-4002

GOVERNMENTAL ENTITIES ONLY Check one Box	DOCUMENT TITLE <i>ALL SIGNATURES MUST BE IN BLUE INK</i>	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE		GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED	
		Yes	No	Yes	No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract "Check Off List" for Grantee	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Cover (To be signed, dated & witnessed)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT A - General Terms & Conditions - Public	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT B - Scope of Work (includes Timeline and Line Item Budget), Description of Services or Grantee's Proposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT C - Certifications and Assurances Section	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT D - NC OpenBook Supplemental Information	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT E - Signature Card	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT F - W-9 Tax Information	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	ATTACHMENT G - Vendor Electronic Payment Form	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Effective 7/14

STATE OF NORTH CAROLINA
COUNTY OF WAKE



Departmental Use Only

CENTER: 6137
ACCOUNT: 536401
AMOUNT: \$1,276.00

**North Carolina Department of Agriculture and Consumer Services
Structural Pest Control and Pesticides Division
Camden County Pesticide Container Recycling Program
Government**

CONTRACT # 17-070-4002

This Contract is hereby entered into by and between the North Carolina Department of Agriculture and Consumer Services, Structural Pest Control and Pesticides Division, (the "Agency") and Camden County Cooperative Extension, (Grantee), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000282 and is physically located in Camden County, and is further located at 120 NC Highway 343 North, Camden, NC 27921.

The purpose of this Contract is to enhance a pesticide container recycling program and the recycling of properly prepared pesticide containers. The Grantee's project title is Camden County Pesticide Container Recycling Program. This Contract is funded by a grant from the Pesticide Environmental Trust Fund. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work, including Timeline, Line Item Budget and Budget Narrative (Attachment B)
4. Certifications and Assurances Section (Attachment C)
5. NC Openbook Supplemental Information (Attachment D)
6. Signature Card (Attachment E)
7. W-9 Tax Information (Attachment F)
8. Vendor Electronic Payment Form (Attachment G)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be

the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on March 23, 2017 and shall terminate on June 30, 2018 with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

The Grantee shall provide the services as described in Attachment B, Scope of Work.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$1,276.00.

This amount consists of \$ 1,276.00 in State funds.

a. There are no matching requirements from the Grantee.

b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

In Kind	\$
Cash	\$
Other/Specify:	\$

c. The Grantee's matching requirement is _____, which consists of:

In Kind	\$
Cash	\$
Other/Specify:	\$

d. The Grantee has committed to an additional \$ _____ to complete the project as described in Attachment B.

The contributions from the Grantee shall be sourced from non-federal funds.

The total Contract amount is \$ 1,276.00.

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is not required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a governmental agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is not required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

(1) State [N.C.G.S. 143C-6-23]:

The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.

(2) Agency:

- a) **Performance Reports:** Grantee shall submit a written Annual Report by December 31, 2017 and 2018 that summarizes the accomplishments and setbacks of the pesticide container recycling program since the grant was awarded.
- b) **Financial Reports:** Grantee shall submit copies of invoices and checks that paid for items approved in this grant when 80% of the grant funding has been spent. The final report will include copies of invoices and checks that paid for the remaining 20% or less of the grant funding not later than 60 days after the expiration or termination of this Contract.

IX. Payment Provisions:

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, with a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency, payment shall be made within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). Interest earned shall be reported on the Agency "Request for Reimbursement" form.

The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

- a) Expanding the project or program;
- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to: copies of invoices, individual time sheets and travel logs that have been signed by the

employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Payment shall be made in accordance with the Contract Documents and as described in the Scope of Work, Attachment B.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. **Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Renee Woody, Environmental Programs Manager Structural Pest Control and Pesticides Division 1090 Mail Service Center Raleigh, NC 27699-1090 Telephone: 919-857-4137 Fax: 919-733-9796 Email: renee.woody@ncagr.gov	

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Austin Brown, Agricultural Extension Agent Camden County Cooperative Extension PO Box 129 Camden, NC 27921 Telephone: 252-331-7630 Fax: 252-338-0277 Email: Austin_Brown@ncsu.edu	Name: _____ Title: _____ Company Name: _____ Street Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____ Fax: _____ Email: _____

XI. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements
- b. Pre-audit all invoices presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIII. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

[This Contract is continued on the next page.]

8.K.a

Packet Pg. 142

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in two (2) originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee: Camden County Cooperative Extension

[Signature] 4/26/17
Signature of Authorized Representative Date

Michael Brillhart County Manager
Printed Name Title

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

Witness:

[Signature] [Signature] 4/26/17
Signature Signature of Finance Officer Date

Stephanie Humphries Finance Officer
Printed Name Title



North Carolina Department of Agriculture and Consumer Services

Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner
Printed Name of Authorized Representative

PUBLIC SECTOR CONTRACTS (Including Local Governments)**General Terms and Conditions****DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a

designated amount of public funds for a specific purpose.

- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by

giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (a) have a Contract with a governmental Agency; or
- (b) have performed under such a Contract within the past year; or
- (c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract 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 or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

North Carolina Cooperative Extension Service

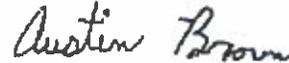
NC STATE UNIVERSITY

College of Agriculture and Life Sciences

Camden Center
 Post Office Box 129
 Camden, NC 27921
 (252) 331-7630

TO: Renee Woody
 Environmental Programs Manager
 Structural Pest Control & Pesticide Division

FROM: Austin Brown
 Agriculture Extension Agent
 Camden County



DATE: February 24, 2017

RE: Pesticide Environmental Trust Fund Grant Request 2017

The Camden County Center of North Carolina Cooperative Extension appreciates the opportunity to collaborate with the Structural Pest Control and Pesticide Division of the North Carolina Department of Agriculture and Consumer Services to conduct pesticide education programs for the agriculture community. It is especially exciting to be able to offer such an excellent environmental stewardship program as the Pesticide Container Recycling Program in Camden County.

Enclosed is the Camden County grant proposal for funds that will be used to maintain the Camden Pesticide Container Recycling Program. In addition, a letter is enclosed from Michael Brillhart, County Manager for Camden County in support of this program.

If Camden County is fortunate enough to receive a grant for 2017 from the Pesticide Environmental Trust Fund, please direct these funds to Camden County. The county Finance Department maintains and distributes funds for the various county departments. The funds for the grant will be dispensed per the detailed budget in the grant proposal.

Thank you for your support of this program and consideration of our grant request.

Enclosures

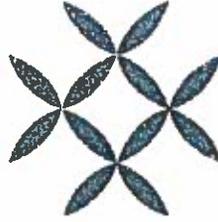
Cc: Michael Brillhart, Camden County Manager

BOARD OF COMMISSIONERS

CLAYTON D. RIGGS
Chairman

G. TOM WHITE
Vice Chairman

GARRY W. MEIGGS
RANDY KRAINIA
ROSS B. MUNRO



CAMDENCOUNTY
new energy. new vision.

MICHAEL L. BRILLHART
County Manager

ANGELA L. WOOTEN
Clerk to the Board

JOHN S. MORRISON
County Auditor

February 22, 2017

Renee Woody
Environmental Programs Manager - Pesticides Division
North Carolina Department of Agriculture and Consumer Services
1005 Mail Services Center
Raleigh, NC 27699-1001

Dear Ms. Woody:

On behalf of Camden County, Mr. Austin Brown, with the North Carolina Cooperative Extension Service, is applying for grant funding to purchase supplies and equipment to support the two local facilities designated for participation in the Pesticides Container Recycling Program.

Camden County has participated in this program for several years and recognizes the importance that this service provides to our agricultural community. The centralized location of the pesticide recycling storage facilities within our county encourages the continuing participation of users in this program.

We are pleased to submit this Letter of Support for our commitment to the continuance of the Pesticide Container Recycling Program. Thank you for your consideration of the grant proposal submitted by Mr. Brown on behalf of Camden County. Please feel free to contact me if I can provide any further assistance.

Sincerely,

Michael Brillhart
County Manager

Camden County

Grant Proposal

Plastic Pesticide Container Recycling Program

Proposal Rationale

The Camden County Plastic Pesticide Container Recycling Program is established and currently active. The current County Pesticide Coordinator would like to increase participation in terms of containers recycled, and enhance the program for the well-being of the community. If awarded funding, the grant monies would support increasing the visibility of the program, as well as encouraging more farmers to participate by making recycling as convenient as possible. Specifically, signage to mark the recycling sites and depict container preparation instructions, bulk bags for transporting containers, and jet rinse nozzles for cleaning containers would be purchased; and travel funds to support the pesticide container recycling program would be made available. Currently there is no signage at any of the collection sites designating them as such.

County to be Served

The proposed grant funds will be used to enhance the pesticide container recycling program in Camden County. Camden County is located in northeastern North Carolina bordered by the Hampton Roads region of Virginia to the north, and Pasquotank and Currituck Counties to the west and east, respectively. Camden County is an environmentally sensitive area, being partially bordered by rivers on the east and west sides and the Albemarle Sound to the south, while being home to the southeastern portion of the Great Dismal Swamp. Row-crop agriculture is the major economic industry for this rural county, which primarily produces corn, soybean, wheat, and Irish potatoes. The pesticide container program serves as an excellent environmental stewardship program that is promoted to agriculture related businesses in Camden County to protect the rural lifestyle of the county.

The Current Program

The Camden County Pesticide Container Recycling Program consists of three recycling sites to store properly prepared plastic pesticide containers for USAg Recycling, Inc. to granulate. Two sites are located on property of Camden County, at Residential Waste Convenience Sites, and one is at a commercial agribusiness site that is centrally located. All locations are open to the public. The sites are evenly spread geographically, with a site located in each of the county townships, in an effort to promote program success. The locations and hours of operations of the Camden County Pesticide Container Recycling Program facilities are highlighted below:

- 1) South Mills Township Convenience Site, 1564 North NC 343 South Mills, NC 27976
Telephone: 252-771-2918
Hours of Operation: 7:00am-7:00pm Monday, Wednesday, Friday, & Saturday
1:00pm-6:00pm Sunday

- 2) Shiloh Township Convenience Site, 1564 North NC 343 South Mills, NC 27976
Telephone: 252-336-4507
Hours of Operation: 7:00am-7:00pm Monday, Wednesday, Friday, & Saturday
1:00pm-6:00pm Sunday

- 3) Black Gold Farms, 315 Hales Lake Road Camden, NC 27921
Telephone: (252) 335-4004
Hours of Operation: 8:00am- 5:00pm Monday through Friday
Closed Saturday and Sunday

Personnel and Security

All of the Camden County Pesticide Container Recycling Program facilities are accessible to County residents. The two storage facilities at the Camden County Residential Waste Convenience Sites are located behind a locked gate at the entrance of the site. The scale house operator, who has been trained by the Albemarle Regional Solid Waste Management Authority to inspect pesticide containers for recycling has a key for the storage facility.

The storage facility at the commercial agriculture business is in a secure location, in close proximity to the head office and office staff that assist with the program. Personnel of Black Gold Farms maintain the site, and have been trained by on the proper condition of containers for recycling. This is a prime location for accepting containers, as it is located within an opening of row-crop farmland that measures at over 11,000 acres in area and is farmed by a number of operations.

The County Pesticide Coordinator periodically inspects containers and storage facilities, and serves as a training resource to promote program success.

Educational Program

The educational programs sponsored by the Camden County Center of North Carolina Cooperative Extension will support this effort. These programs are regularly conducted through face to face contacts, as well as, pesticide trainings and agriculture producer meetings. Historically, the Recycling Coordinator with Albemarle Regional Solid Waste Management Authority has assisted with educational trainings through the demonstration of proper rinsing procedures for cleaning pesticide containers.

Advertising

The pesticide container recycling program will be advertised through producer newsletters, client contacts, personal mailings, as well as at educational meetings. In addition, if funds are made available appropriate signage will be displayed at each of the sites.

Cooperators

US Ag Recycling Inc. of 18330 Penick Rd. Waller, TX 77484, will be the recycling contractor that services the Camden County pesticide container storage facilities. Their toll free number is 1-800-654-3145. They are an approved recycler of containers allowed by the program .

The local government of Camden County, NC is providing the two Camden County Residential Waste Convenience Sites.

Black Gold Fanns is providing the site at 315 Hales Lake Road Camden, NC 27921 .

The County Pesticide Coordinator at the Camden County Center of North Carolina Cooperative Extension will oversee the pesticide container recycling activities at the three sites previously mentioned.

Applying Agency and Contact Person Information

Camden County Center
North Carolina Cooperative Extension
120 NC HWY. 343 North
Camden, NC 27921
Telephone: 252-331-7630
Fax: 252-338-0277

Contact Person: Austin Brown
Extension Agent, Agriculture
Camden County Pesticide Coordinator
252-331-7630

Detailed Budget

Camden County

2017 Pesticide Container Recycling Program

<u>Item</u>	<u>Cost</u>
3- Cases of Plastic Bags (50 bags/case) – 37"x35"x120", 3 mil 150 bags @ \$4.25 per bag including shipping & taxes	\$ 637.50
3- 18"x 24" Metal Signs for Pesticide Container Storage Facilities @ \$35 each plus tax	\$ 112.09
20- Jet Rinse Nozzles @ \$21.50 each	\$ 430.00
Travel: Mileage for Contact Person to: Container Storage Site Inspection Meet USAg Recycling at sites Education & technical support of program Total mileage: 150 miles @ \$0.535 per mile	\$ 80.25
Total Grant Request:	<u>\$ 1,259.84</u>

Attachment C
GRANTEE'S LINE ITEM and NARRATIVE BUDGET

NAME OF RECIPIENT: Camden County Cooperative Extension

APPROVED AMOUNT: \$1,276.00

Expenditures for reimbursement under the PETF Pesticide Container Recycling Program are presented below. Items not listed are not approved for reimbursement. Approval for items not listed shall be secured prior to the expenditure of funds if reimbursement of that item will be requested.

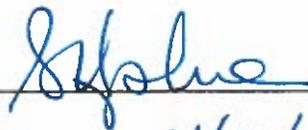
The budget presented below will be used to purchase plastic collection bags, signs, and pressure rinse nozzles that will be given to farmers who will participate in this container recycling program.

LINE ITEM	ESTIMATED AMOUNT
37"x35"x120" 3mil plastic collection bags (150)	616.00
3'x3' aluminum signs (3)	230.00
Jet Rinse pressure nozzles (20)	430.00
TOTAL	\$1,276.00

APPROVED BY:

SIGNATURE: _____

DATE: _____



4/26/17

REVISED**Detailed Budget****Camden County****2017 Pesticide Container Recycling Program**

<u>Item</u>	<u>Cost</u>
3- Cases of Plastic Bags (50 bags/case) – 37"x35"x120", 3 mil 150 bags @ \$4.25 per bag including shipping & taxes	\$ 637.50 ³ 616.00
3- ^{3' x 3'} 18" x 24" Metal Signs for Pesticide Container Storage Facilities @ \$35 each plus tax	\$ 112.09 ³ 230.00
20- Jet Rinse Nozzles @ \$21.50 each	\$ 430.00
Travel: Mileage for Contact Person to: Container Storage Site Inspection Meet USAg-Recycling at sites Education & technical support of program Total mileage: 150 miles @ \$0.535 per mile	\$ 80.25
Total Grant Request:	\$ 1,259.84 ³ 1,276.00

Certifications and Assurances

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

- A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Camden County
Grantee Organization Name


Signature of Authorized Representative

9/26/17
Date

Michael Brillhart
Printed Name of Authorized Representative

County Manager
Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number: 80-454-0680
Contract Number: 17-070-4002 Amendment Number:
Grantee Name: Camden County Cooperative Extension (Camden County)
TAX ID Number: 56-6000282
Fiscal Year Ends: June 30

1. Brief Description and Background/History of your Organization.

Be sure to include the number of years in existence, number of employees, mission and goals of your organization.
Camden County Extension exists to match research-based education to community needs to improve the lives and economy of Camden County Residents. Extension in Camden County consists of 5 employees and has been operating for nearly 100 years.

2. Current project timeline: Begin 4/24/2017 End 6/30/2018

3. Expected outcomes and specific deliverables.

(Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.)
Pesticide containers will be disposed of in an environmentally responsible manner, minimizing the negative impact on the environment.

4. The Grantee's WEB URL: camden.ces.ncsu.edu

5. * Grantee County of Residence: Camden Congressional District#: 3
(CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. **County of Benefit: Single County: [X] Yes [] No County Name: Camden
Statewide: [] Yes [X] No
Regional: [] Yes [X] No

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

Blank lines for listing counties receiving benefit.

Camden

*Grantee County of Residence: County in which grantee is located.

**County of Benefit: Identified county or counties in which funding will be spent and/or food commodities will be received.

Signature Card



CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Provide the requested printed and written signatures (in Blue Ink) of agency representatives in the designated areas. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents.	
SECTION I.	
Date:	4/26/17
Legal Applicant Organization/Agency Name:	Camden County
Federal Tax Identification Number:	56-6000282
SECTION II.	
<p>Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.</p>	
NON-GOVERNMENTAL ORGANIZATIONS ONLY	
Board Chair, Executive Director, etc.	Financial Representative, Treasurer, etc.
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES	
Authorized Governmental Official	Chief Fiscal Officer
Print Name & Title:	Print Name & Title:
Michael Brillhart County Manager	Stephanie Humphries Finance Officer
Signature:	Signature:



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.L

Meeting Date: May 01, 2017

Submitted By: Stephanie Humphries, Finance Director
Administration
Prepared by: Amy Barnett

Item Title **Set Public Hearing Date - FY 17-18 Budget**

Attachments:

Summary:

Set Public Hearing Date for FY 2017-2018 Budget

Recommendation:

Set Public Hearing Date for FY 2017-2018 Budget for June 5th, 2017



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.M
Meeting Date: May 01, 2017
Submitted By: Michael Brillhart, County Manager
Administration
Prepared by: Amy Barnett

Item Title Set Public Hearing Date - Capital Improvement Program

Attachments:

Summary:

Set Public Hearing Date for Capital Improvement Program

Recommendation:

Set Public Hearing Date for Capital Improvement Program for June 5th, 2017



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Consent Agenda

Item Number: 8.N
Meeting Date: May 01, 2017
Submitted By: Amy Barnett, Planning Clerk
Administration
Prepared by: Amy Barnett

Item Title **Volunteer Forms**

Attachments: Camden County Volunteer Forms(PDF)

Summary:

Volunteer Form. Question has arisen administratively as to whether or not this form has yet been approved, and so it is being submitted for your approval.

Recommendation:

Approve Volunteer Form



Application for Citizen Service -Volunteer Form

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, 330 East HWY 158, and mail to: P.O. Box 190, Camden, North Carolina 27921 or e-mail info@camdencountync.gov.

Name: Sandy Duckwall

Mailing Address: 102 Smith Drive Camden NC 27921

Township you live in: Camden

Telephone (home): 252-334-1693 ^{cell} (business): 757-630-2101

Email address: SPDuckwall@mchsi.com (I dont check it often)

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: prior commissioner - previously on library board

Boards or Commissions upon which you are interested in serving: Library board, DSS Board, Parks & Rec, Senior Services

As a member of a Board or Commission, you will be expected to attend at least 75% of the meetings. Please note the by-laws of some Boards and Commissions limit the number of terms served. This application is a notification of your interest to serve on a Board or Commission to be considered by the Board of Commissioners when a vacancy occurs. Thanks for your interest in Camden County Government

Signature: Sandra Duckwall Date: 1/31/17



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Information, Reports & Minutes From Other Agencies

Item Number: 11.A
Meeting Date: May 01, 2017
Submitted By: Stephanie Humphries, Finance Director
Finance
Prepared by: Stephanie Humphries

Item Title Sales Tax Collection Report

Attachments: Sales tax collections 16-17 (PDF)

Summary:

FY 16-17 Sales Tax Collection Report

Recommendation:

N/A

SALES TAX REVENUE COLLECTION REPORT

FY 2016-2017 17-Apr-

SALES TAX REVENUE - GENERAL FUND														
	July	August	September	October	November	December	January	February	March	April	May	June	Totals	Budgeted
Art. 39	\$44,906	\$29,261	\$44,167	\$43,630	\$42,588	\$45,332	\$56,533	\$47,413					\$353,831	\$590,000
Art. 40	\$21,885	\$18,599	\$23,046	\$22,644	\$21,924	\$23,487	\$28,119	\$9,857					\$169,561	\$275,000
Art. 42	\$10,593	\$11,516	\$14,125	\$14,030	\$13,752	\$14,383	\$17,207	\$12,101					\$107,708	\$145,000
Art. 44	\$0	\$1	\$0	\$0	\$0	\$0	\$0	\$0					\$1	\$0
Total	\$77,384	\$59,378	\$81,339	\$80,304	\$78,264	\$83,202	\$101,859	\$69,371	\$0	\$0	\$0	\$0	\$631,101	\$1,010,000
													Total Budgeted	\$1,010,000

SALES TAX REVENUE- RESTRICTED SCHOOL CAPITAL RESERVE FUND														
	July	August	September	October	November	December	January	February	March	April	May	June	Totals	Budgeted
Art. 40	\$17,986	\$13,725	\$14,801	\$14,062	\$14,970	\$14,970	\$17,189	\$17,189					\$124,891	\$185,000
Art. 42	\$35,972	\$27,449	\$29,601	\$28,123	\$28,123	\$29,941	\$34,377	\$34,377					\$247,964	\$360,000
Total	\$53,958	\$41,174	\$44,402	\$42,185	\$43,094	\$44,911	\$51,566	\$51,566	\$0	\$0	\$0	\$0	\$372,855	\$545,000
													Total Budgeted	\$545,000

TOTAL	\$131,342	\$100,552	\$125,741	\$122,488	\$121,358	\$128,113	\$153,425	\$120,937	\$0	\$0	\$0	\$0	\$1,003,956	\$1,555,000
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SALES TAX REVENUE- SC/ED RESTRICTED														
	July	August	September	October	November	December	January	February	March	April	May	June	Totals	Budgeted
GS 105-524	\$33,652	\$33,652	\$33,652	\$33,652	\$33,652	\$33,642	\$33,642	\$33,642					\$269,185	\$400,000
													Total Budgeted	\$400,000
Grand	\$164,994	\$134,204	\$159,393	\$156,140	\$155,010	\$161,754	\$187,067	\$154,579	\$0	\$0	\$0	\$0	\$1,273,141	\$1,955,000
													65%	

FY 2015-2016

SALES TAX REVENUE- GENERAL FUND														
	July*	August	September	October	November	December	January	February	March	April	May	June	Totals	Budgeted
Art. 39	\$47,938	\$115,595	\$30,156	\$49,667	\$36,908	\$44,054	\$56,067	\$43,786	\$42,799	\$46,881	\$49,014	\$40,438	\$603,303	\$565,000
Art. 40	\$22,581	\$38,611	\$16,843	\$22,402	\$18,396	\$20,726	\$25,735	\$20,152	\$20,051	\$22,074	\$22,837	\$20,103	\$270,511	\$425,000
Art. 42	\$11,220	\$24,478	\$7,847	\$11,471	\$9,023	\$10,389	\$12,986	\$10,441	\$10,225	\$10,915	\$11,454	\$9,718	\$140,167	\$125,000
Art. 44	\$2	\$20,549	\$2	\$6	\$0	\$0	\$0	\$0	\$0	\$0	-\$0.04	\$0	\$20,559	\$0
Totals	\$81,741	\$199,233	\$54,847	\$83,547	\$64,328	\$75,169	\$94,788	\$74,379	\$73,075	\$79,870	\$83,305	\$70,259	\$1,034,540	\$1,115,000
Total Budgeted														\$1,115,000

SALES TAX REVENUE- RESTRICTED SCHOOL CAPITAL RESERVE FUND														
	July*	August	September	October	November	December	January	February	March	April	May	June	Totals	Budgeted
Art. 40	\$17,256	\$16,547	\$15,215	\$15,586	\$14,584	\$15,428	\$18,767	\$13,473	\$14,140	\$17,104	\$16,969	\$16,578	\$191,646	\$160,000
Art. 42	\$34,511	\$36,716	\$30,430	\$31,171	\$29,167	\$30,856	\$37,533	\$26,946	\$28,279	\$34,209	\$33,938	\$33,156	\$386,913	\$190,000
Totals	\$51,767	\$53,264	\$45,645	\$46,757	\$43,751	\$46,284	\$56,300	\$40,419	\$42,419	\$51,313	\$50,907	\$49,733	\$578,559	\$350,000
Total Budgeted														\$350,000

Grand	\$133,508	\$252,497	\$100,492	\$130,304	\$108,079	\$121,453	\$151,088	\$114,798	\$115,493	\$131,183	\$134,212	\$119,993	\$1,613,099	\$1,465,000
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*Amended

Notes: 8-2015 includes a lump sum payment for an audit creating a higher than usual sales tax payment. SC/ED-School Capital/Economic Development

Attachment: Sales tax collections 16-17 (1650 : Sales Tax Collection Report)



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Information, Reports & Minutes From Other Agencies

Item Number: 11.B
Meeting Date: May 01, 2017

Submitted By: Tammie Krauss, Register of Deeds
 Register of Deeds
 Prepared by: Amy Barnett

Item Title **Register of Deeds Daily Deposit Report - March 2017**

Attachments: Register of Deeds Daily Deposit Report - March 2017
 (PDF)
 Register of Deeds Ledger Report Fee Distribution
 (PDF)

Summary:

Register of Deeds Daily Deposit Report for March 2017

Recommendation:

For your information

Camden County Register of Deeds: Tammie Krauss
March 2017 Daily Deposit

DATE	NC CHILDREN TRUST	NC DOM. VIO. FUND	STATE REV. STAMPS	COUNTY REV. STAMPS	RETIREMENT	AUTO FUND	STATE TREASURY	ROD GENERAL	TOTAL
03/01/17	\$ 5.00	\$ 30.00	\$ 274.40	\$ 285.60	\$ 4.43	\$ 22.40	\$ 37.20	\$ 196.37	\$ 855.40
03/02/17	\$ -	\$ -	\$ 270.97	\$ 282.03	\$ 3.46	\$ 19.45	\$ 37.20	\$ 169.89	\$ 783.00
03/03/17	\$ 5.00	\$ 30.00			\$ 3.55	\$ 17.30	\$ 31.00	\$ 150.55	\$ 237.40
03/06/17	\$ -				\$ 2.03	\$ 12.65	\$ 12.40	\$ 108.52	\$ 135.60
03/07/17			\$ -	\$ -	\$ 2.22	\$ 12.02	\$ 24.80	\$ 108.16	\$ 147.20
03/08/17	\$ -	\$ -			\$ 3.41	\$ 21.45	\$ 24.80	\$ 177.54	\$ 227.20
03/09/17			\$ 20.58	\$ 21.42	\$ 5.00	\$ 25.35	\$ 74.40	\$ 228.25	\$ 375.00
03/10/17			\$ 531.16	\$ 552.84	\$ 6.41	\$ 39.87	\$ 43.40	\$ 337.72	\$ 1,511.40
03/13/17					\$ 1.19	\$ 6.59	\$ 12.40	\$ 59.22	\$ 79.40
03/14/17			\$ 13.72	\$ 14.28	\$ 2.18	\$ 11.25	\$ 31.00	\$ 101.17	\$ 173.60
03/15/17	\$ 5.00	\$ 30.00	\$ 180.32	\$ 187.68	\$ 4.92	\$ 25.50	\$ 43.40	\$ 219.18	\$ 696.00
03/16/17			\$ 204.82	\$ 213.18	\$ 6.46	\$ 37.31	\$ 62.00	\$ 325.23	\$ 849.00
03/17/17			\$ 1,156.89	\$ 1,204.11	\$ 7.79	\$ 45.74	\$ 74.40	\$ 391.07	\$ 2,880.00
03/20/17			\$ 532.14	\$ 553.86	\$ 5.13	\$ 30.28	\$ 49.60	\$ 256.99	\$ 1,428.00
03/21/17					\$ 3.15	\$ 18.74	\$ 24.80	\$ 163.31	\$ 210.00
03/22/17			\$ 122.50	\$ 127.50	\$ 4.28	\$ 23.05	\$ 55.80	\$ 202.27	\$ 535.40
03/23/17			\$ 172.48	\$ 179.52	\$ 2.52	\$ 14.11	\$ 24.80	\$ 126.97	\$ 520.40
03/24/17			\$ 88.20	\$ 91.80	\$ 6.00	\$ 36.52	\$ 49.60	\$ 307.88	\$ 580.00
03/27/17			\$ 308.70	\$ 321.30	\$ 4.92	\$ 28.91	\$ 49.60	\$ 244.77	\$ 958.20
03/28/17			\$ 588.00	\$ 612.00	\$ 4.96	\$ 28.00	\$ 55.80	\$ 241.64	\$ 1,530.40
03/29/17			\$ 39.20	\$ 40.80	\$ 5.04	\$ 30.34	\$ 43.40	\$ 257.42	\$ 416.20
03/30/17			\$ 147.00	\$ 153.00	\$ 3.87	\$ 22.10	\$ 43.40	\$ 188.63	\$ 558.00
03/31/17			\$ 294.00	\$ 306.00	\$ 4.35	\$ 26.40	\$ 37.20	\$ 222.05	\$ 890.00
TOTAL	\$ 15.00	\$ 90.00	\$ 4,945.08	\$ 5,146.92	\$ 97.27	\$ 555.33	\$ 942.40	\$ 4,784.80	\$ 16,576.80

LEGER REPORT FEE DISTRIBUTION
TAMMIE KRAUSS, REGISTER OF DEEDS
Camden, NC

Date Range From Wednesday, March 01, 2017 to Friday, March 31, 2017

Name	Amount
Vital Records Fund	\$0.00
State Treasurer Amount	\$942.40
Escrow Credit Total	\$0.00
State Revenue Stamp	\$4,945.08
County Revenue Stamp	\$5,146.92
NC Children's Trust Fund	\$15.00
NC Domestic Violence Fund	\$90.00
ROD General Fund	\$4,784.80
ROD Automation Fund	\$555.33
Supplemental Retirement	\$97.27
Total Distribution For Period	\$16,576.80
Cash Total	\$897.00
Check Total	\$15,679.80
Pay Account Total	\$0.00
Escrow Account Total	\$0.00
ACH Total	\$0.00
Overpayment Total	\$0.00
Total Deposit For Period	\$16,576.80



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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Information, Reports & Minutes From Other Agencies

Item Number: 11.C
Meeting Date: May 01, 2017
Submitted By: Krystal Lancaster, Librarian
 Library
 Prepared by: Krystal Lancaster

Item Title February/March 2017 Library Statistics

Attachments: 17_02 BOC Stats (PDF)
 17_03 BOC Stats (PDF)

Summary:

February & March 2017 Library Reports

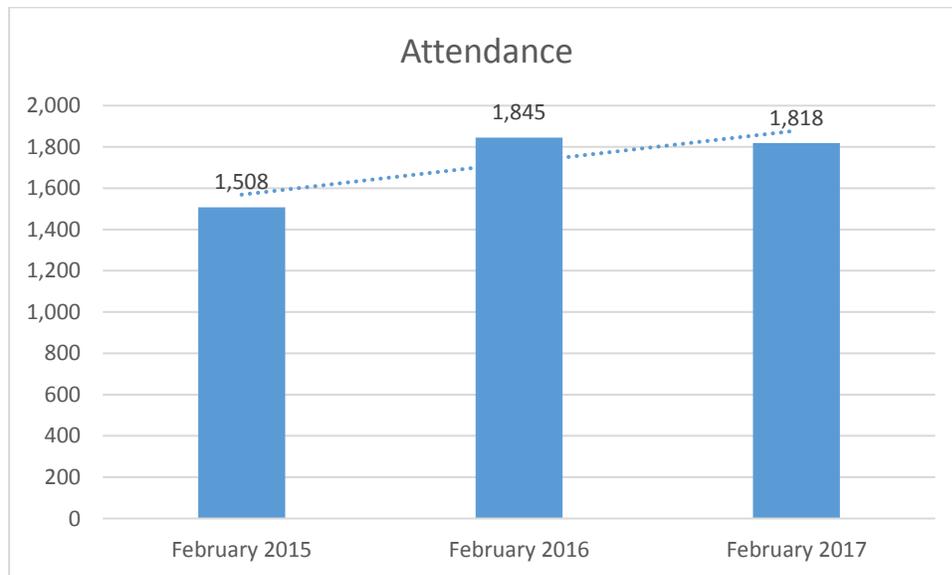
Recommendation:

For Your Information

Camden County Public Library February 1-28, 2017 Statistics

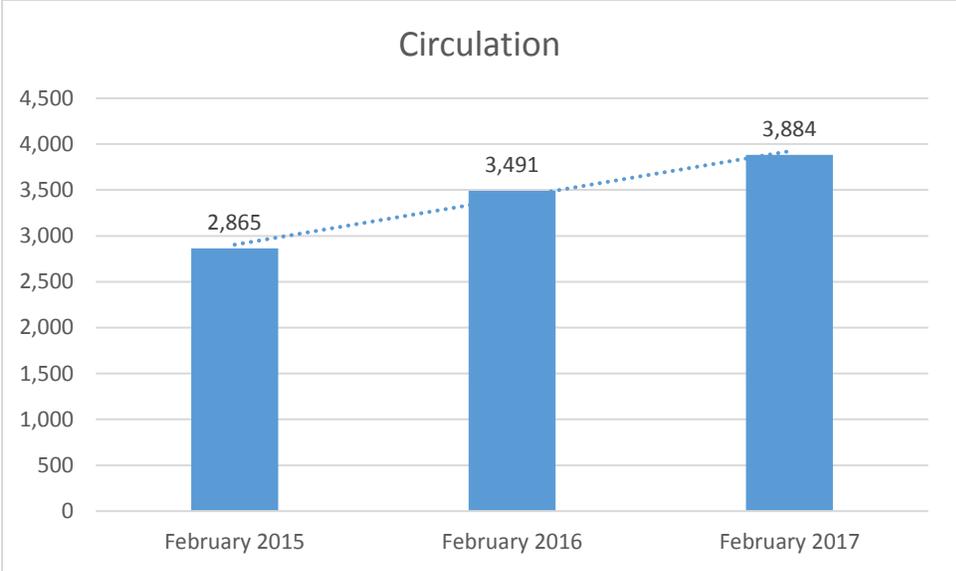
- **Visitor Count:** 1818
- **Days/Hours Open:** 28/252
- **# Items in Collection:** 14,591(Opening Day Collection # Items = 4,755)
- **Total Check Outs/Renewals:** 3,888
- **Library Card Holders:** 2,808
- **Computer/ Wireless Use:** 932/541
- **Juvenile Programs :** 12 programs /137 attendance
- **Adult Programs :** 2 programs / 12 attendance
- **Meeting Room:** 6 reservations /44 attendance

Comparison by Year



Daily attendance for February compared by year (2015-2017).

Attachment: 17_02 BOC Stats (1658 : February/March 2017 Library Statistics)

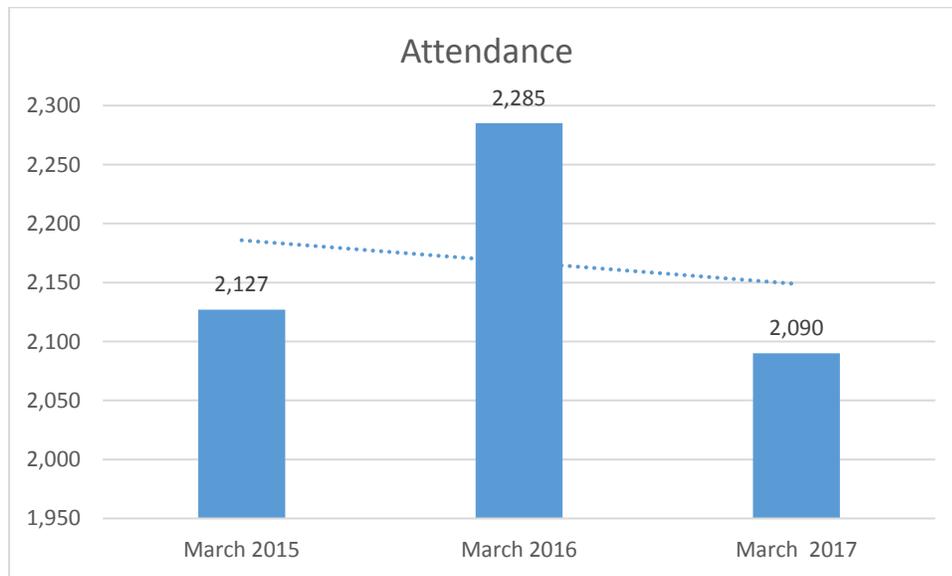


Number of library materials checked out for February compared by year (2015-2017).

Camden County Public Library March 1-31, 2017 Statistics

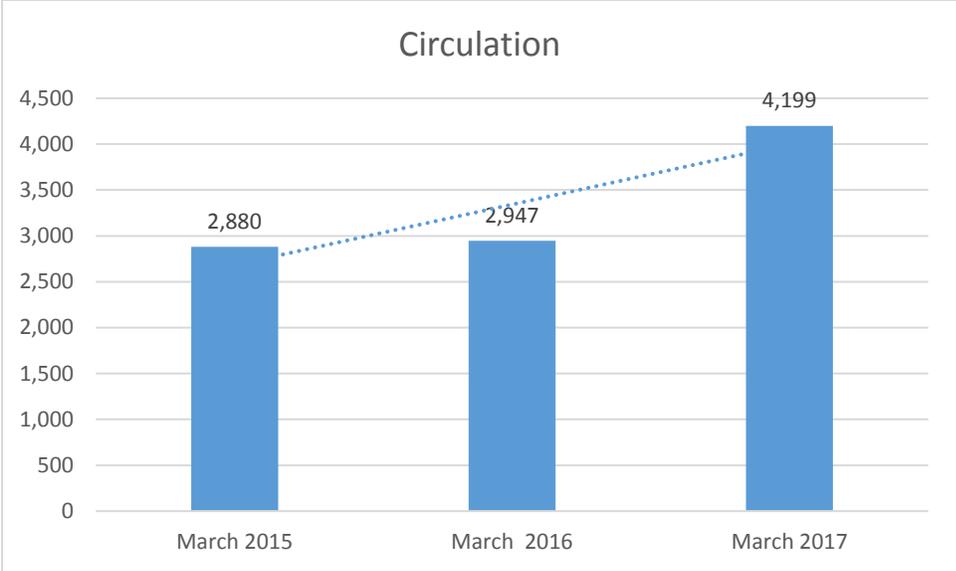
- **Visitor Count:** 2090
- **Days/Hours Open:** 31/278
- **# Items in Collection:** 14,757(Opening Day Collection # Items = 4,755)
- **Total Check Outs/Renewals:** 4,199
- **Library Card Holders:** 2,839
- **Computer/ Wireless Use:** 1110/674
- **Juvenile Programs :** 16 programs /178 attendance
- **Adult Programs :** 3 programs / 19 attendance
- **Meeting Room:** 14 reservations /169 attendance
- **Outreach Programs:** 2

Comparison by Year



Daily attendance for March compared by year (2015-2017).

Attachment: 17_03 BOC Stats (1658 : February/March 2017 Library Statistics)



Number of library materials checked out for March compared by year (2015-2017).



Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Information, Reports & Minutes From Other Agencies

Item Number: 11.D

Meeting Date: May 01, 2017

Submitted By: Amy Barnett, Planning Clerk
Administration
Prepared by: Amy Barnett

Item Title **Community Advisory Committee Quarterly Report**

Attachments: Community Advisory Committee Quarterly Report
(PDF)

Summary:

Community Advisory Committee Quarterly Report

Recommendation:

For Your Information

11.D.a

Packet Pg. 175

Quarterly/Annual Visitation Report

County <i>Camden</i>	Facility Type - <input checked="" type="checkbox"/> Family Care Home <input type="checkbox"/> Adult Care Home <input type="checkbox"/> Nursing Home <input type="checkbox"/> Combination Home	Facility Name <i>Needham FCH</i>
Visit Date <i>3/20/2017</i>	Time Spent in Facility hr min	Arrival Time <i>11:15</i> <input checked="" type="checkbox"/> am <input type="checkbox"/> pm
Name of Person Exit Interview was held with <i>Beth Marshall</i>		Interview was held <input checked="" type="checkbox"/> In-Person <input type="checkbox"/> Phone
<input type="checkbox"/> Admn. <input checked="" type="checkbox"/> SIC (Supervisor in Charge) <input type="checkbox"/> Other Staff Rep		(Name & Title)
Committee Members Present: <i>Jasmine Wilson, Ruth White, Claranne Mansfield</i>		Report Completed by: <i>Ruth White</i>
Number of Residents who received personal visits from committee members: <i>3</i>		
Resident Rights Information is clearly visible. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Ombudsman contact information is correct and clearly posted. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The most recent survey was readily accessible. <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Required for Nursing Homes Only)</small>		Staffing information is posted. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Resident Profile		Comments & Other Observations
<ol style="list-style-type: none"> 1. Do the residents appear neat, clean and odor free? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 2. Did residents say they receive assistance with personal care activities, <i>Ex. brushing their teeth, combing their hair, inserting dentures or cleaning their eyeglasses?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3. Did you see or hear residents being encouraged to participate in their care by staff members? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 4. Were residents interacting w/ staff, other residents & visitors? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 5. Did staff respond to or interact with residents who had difficulty communicating or making their needs known verbally? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 6. Did you observe restraints in use? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 7. If so, did you ask staff about the facility's restraint policies? <input type="checkbox"/> Yes <input type="checkbox"/> No 		
Resident Living Accommodations		Comments & Other Observations
<ol style="list-style-type: none"> 8. Did residents describe their living environment as homelike? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 9. Did you notice unpleasant odors in commonly used areas? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 10. Did you see items that could cause harm or be hazardous? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 11. Did residents feel their living areas were too noisy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 12. Does the facility accommodate smokers? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 12a. Where? <input type="checkbox"/> Outside only <input checked="" type="checkbox"/> Inside only <input type="checkbox"/> Both Inside & Outside. 13. Were residents able to reach their call bells with ease? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 14. Did staff answer call bells in a timely & courteous manner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 14a. If no, did you share this with the administrative staff? <input type="checkbox"/> Yes <input type="checkbox"/> No 		<i>Dogs could cause a trip hazard to residents</i>
Resident Services		Comments & Other Observations
<ol style="list-style-type: none"> 15. Were residents asked their preferences or opinions about the activities planned for them at the facility? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 16. Do residents have the opportunity to purchase personal items of their choice using their monthly needs funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 16a. Can residents access their monthly needs funds at their convenience? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 17. Are residents asked their preferences about meal & snack choices? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 17a. Are they given a choice about where they prefer to dine? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 18. Do residents have privacy in making and receiving phone calls? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 19. Is there evidence of community involvement from other civic, volunteer or religious groups? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 20. Does the facility have a Resident's Council? <input type="checkbox"/> Yes <input type="checkbox"/> No Family Council? <input type="checkbox"/> Yes <input type="checkbox"/> No 		<i>One resident had stomach flu - we did not observe that resident.</i>
Areas of Concern		Exit Summary
Are there resident issues or topics that need follow-up or review at a later time or during the next visit? <i>call bell off in one resident's room</i>		Discuss items from "Areas of Concern" Section as well as any changes observed during the visit.

Quarterly/Annual Visitation Report

County Camden	Facility Type - <input type="checkbox"/> Family Care Home <input checked="" type="checkbox"/> Adult Care Home <input type="checkbox"/> Nursing Home <input type="checkbox"/> Combination Home	Facility Name Needham ACH
Visit Date 12/29/2016	Time Spent in Facility hr min	Arrival Time : <input type="checkbox"/> am <input type="checkbox"/> pm
Name of Person Exit Interview was held with Sarah White		Interview was held <input checked="" type="checkbox"/> In-Person <input type="checkbox"/> Phone
<input type="checkbox"/> Admn. <input type="checkbox"/> SIC (Supervisor in Charge) <input type="checkbox"/> Other Staff Rep		(Name & Title)
Committee Members Present: Jasmine Wilson, Ruth White, Charann Mansfield		Report Completed by: Ruth White
Number of Residents who received personal visits from committee members:		
Resident Rights Information is clearly visible. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Ombudsman contact information is correct and clearly posted. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The most recent survey was readily accessible. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required for Nursing Homes Only)</i>		Staffing information is posted. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Resident Profile		Comments & Other Observations
<p>1. Do the residents appear neat, clean and odor free? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>2. Did residents say they receive assistance with personal care activities, Ex. brushing their teeth, combing their hair, inserting dentures or cleaning their eyeglasses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Did you see or hear residents being encouraged to participate in their care by staff members? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>4. Were residents interacting w/ staff, other residents & visitors? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5. Did staff respond to or interact with residents who had difficulty communicating or making their needs known verbally? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>6. Did you observe restraints in use? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>7. If so, did you ask staff about the facility's restraint policies? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
Resident Living Accommodations		Comments & Other Observations
<p>8. Did residents describe their living environment as homelike? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>9. Did you notice unpleasant odors in commonly used areas? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>10. Did you see items that could cause harm or be hazardous? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>11. Did residents feel their living areas were too noisy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>12. Does the facility accommodate smokers? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>12a. Where? <input checked="" type="checkbox"/> Outside only <input type="checkbox"/> Inside only <input type="checkbox"/> Both Inside & Outside.</p> <p>13. Were residents able to reach their call bells with ease? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>14. Did staff answer call bells in a timely & courteous manner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>14a. If no, did you share this with the administrative staff? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
Resident Services		Comments & Other Observations
<p>15. Were residents asked their preferences or opinions about the activities planned for them at the facility? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>16. Do residents have the opportunity to purchase personal items of their choice using their monthly needs funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>16a. Can residents access their monthly needs funds at their convenience? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>17. Are residents asked their preferences about meal & snack choices? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>17a. Are they given a choice about where they prefer to dine? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>18. Do residents have privacy in making and receiving phone calls? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>19. Is there evidence of community involvement from other civic, volunteer or religious groups? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>20. Does the facility have a Resident's Council? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Family Council? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
Areas of Concern		Exit Summary
<p>Are there resident issues or topics that need follow-up or review at a later time or during the next visit?</p>		<p>Discuss items from "Areas of Concern" Section as well as any changes observed during the visit.</p>

This Document is a PUBLIC RECORD. Do not identify any Resident(s) by name or inference on this form.
 Top Copy is for the Regional Ombudsman's Record. Bottom Copy is for the CAC's Records.

Quarterly/Annual Visitation Report

County Camden		Facility Type - <input type="checkbox"/> Family Care Home <input checked="" type="checkbox"/> Adult Care Home <input type="checkbox"/> Nursing Home <input type="checkbox"/> Combination Home		Facility Name Needham	
Visit Date 3/20/2017		Time Spent in Facility _____ hr _____ min		Arrival Time 10:30 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	
Name of Person Exit Interview was held with Sara White				Interview was held <input checked="" type="checkbox"/> In-Person <input type="checkbox"/> Phone	
<input checked="" type="checkbox"/> Admn. <input type="checkbox"/> SIC (Supervisor in Charge) <input type="checkbox"/> Other Staff Rep		(Name & Title)			
Committee Members Present: Jasmine Wilson, Ruth White, Claranne Mansfield			Report Completed by: Ruth White		
Number of Residents who received personal visits from committee members: 9					
Resident Rights Information is clearly visible. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Ombudsman contact information is correct and clearly posted. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
The most recent survey was readily accessible. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required for Nursing Homes Only)</i>			Staffing information is posted. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Resident Profile			Comments & Other Observations		
1. Do the residents appear neat, clean and odor free? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 2. Did residents say they receive assistance with personal care activities, <i>Ex. brushing their teeth, combing their hair, inserting dentures or cleaning their eyeglasses?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3. Did you see or hear residents being encouraged to participate in their care by staff members? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 4. Were residents interacting w/ staff, other residents & visitors? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 5. Did staff respond to or interact with residents who had difficulty communicating or making their needs known verbally? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 6. Did you observe restraints in use? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 7. If so, did you ask staff about the facility's restraint policies? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Resident Living Accommodations			Comments & Other Observations		
8. Did residents describe their living environment as homelike? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 9. Did you notice unpleasant odors in commonly used areas? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 10. Did you see items that could cause harm or be hazardous? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 11. Did residents feel their living areas were too noisy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 12. Does the facility accommodate smokers? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 12a. Where? <input type="checkbox"/> Outside only <input checked="" type="checkbox"/> Inside only <input type="checkbox"/> Both Inside & Outside. 13. Were residents able to reach their call bells with ease? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 14. Did staff answer call bells in a timely & courteous manner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 14a. If no, did you share this with the administrative staff? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Resident Services			Comments & Other Observations		
15. Were residents asked their preferences or opinions about the activities planned for them at the facility? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 16. Do residents have the opportunity to purchase personal items of their choice using their monthly needs funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 16a. Can residents access their monthly needs funds at their convenience? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 17. Are residents asked their preferences about meal & snack choices? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 17a. Are they given a choice about where they prefer to dine? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 18. Do residents have privacy in making and receiving phone calls? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 19. Is there evidence of community involvement from other civic, volunteer or religious groups? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 20. Does the facility have a Resident's Council? <input type="checkbox"/> Yes <input type="checkbox"/> No Family Council? <input type="checkbox"/> Yes <input type="checkbox"/> No			One resident was at a Dr's Appt.		
Areas of Concern			Exit Summary		
Are there resident issues or topics that need follow-up or review at a later time or during the next visit?			Discuss items from "Areas of Concern" Section as well as any changes observed during the visit.		

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3.4



CAMDENCOUNTY

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Board of Commissioners AGENDA ITEM SUMMARY SHEET

Information, Reports & Minutes From Other Agencies

Item Number: 11.E
Meeting Date: May 01, 2017
Submitted By: Amy Barnett, Planning Clerk
 Administration
 Prepared by: Amy Barnett

Item Title **ARPO Transportation Updates**

Attachments: ARPO Transportation Update 4-7-17 (PDF)
 ARPO Transportation Update 4-13-17 (PDF)
 ARPO Transportation Update 4-21-17 (PDF)

Summary:

For your information

Recommendation:

N/A

Amy Barnett

Subject: FW: ARPO Transporation update

From: Albemarle Rural Planning Organization [<mailto:awelsh=albemarlecommission.org@mail70.atl31.mcdlv.net>] **On**
Behalf Of Albemarle Rural Planning Organization
Sent: Friday, April 07, 2017 9:56 AM
Subject: ARPO Transporation update



Albemarle Rural Planning Organization Transportation Update

New this week

The next Albemarle RPO RTCC and RTAC meeting will be held on April 26, 2017 in Edenton. The address is 800 North Oakum Street, Edenton NC and we will be meeting in the Culinary Arts building. Here is a map of the campus.

At the end of March, we were informed the FHWA would be meeting with all of the RPO's in the state to communicate federal perspectives regarding eligible expenditures. The ARPO meeting is scheduled for April 19. I have been working with the Albemarle Commission Finance Director and we have gathered all of the information the FHWA has requested to review during the meeting.

Attachment: ARPO Transportation Update 4-7-17 (1679 : ARPO Transportation Updates)

Transportation Bills

RTPO attendance policy -Senate -Filed 3/24/2017 (This bill does not distinguish between the RTCC and RTAC. Although not written in our Bylaws, the ARPO does have alternate RTAC members for each County and we do keep a record of member meeting attendance for both the RTAC and RTCC. This bill will be brought forward to the RTAC and RTCC at their April 26, 2017 meeting for discussion. Update: Senator McInnis asked for the NCRPO Association to send their comments to him and we have. They will be shared with the RTCC and RTAC at our April 26, 2017 meeting.

Ferry transportation authority- Senate- Filed 3/27/2017

DOT/ Funding for preliminary engineering- Senate- Filed 3/23/2017

Short term lease tax/Highway fund -Senate- Filed 3/22/2017

No Powell Bill funds/Sanctuary Cities -Senate- Filed 3/6/2017

Terminate I-77 tolling contract - House- Filed 3/7/2017

Transportation mega project funding House - Filed 3/1/2017

License plate readers in State ROW -House- Filed 3/2/2017

State infrastructure bank revisions -House- Filed 3/1/2017

STI/Regional & Division Weighting - House - Filed 2/9/2017

DOT/DMV changes -House - Filed 2/16/2017, Senate - Filed- 1/25/2017

Maintenance Bond for subdivision roads - House- Filed 2/21/2017

As a reminder, [Here](#) is a letter from the RTAC Board regarding the recommendations in the House Select Committee on Strategic Transportation Planning and Long term Funding Solutions Draft report. This letter touches on some of the recently filed legislation above. (Representatives Steinburg, Boswell, and Hunter as well as Senators Smith-Ingram and Cook also received a letter)

Reminders

2017 Race to Registration: National Bike to School Day is May 10, 2017. More information, regarding this event, can be found [here](#).

News previously reported on

Governor Cooper has appointed Dare County resident Douglas Allen Moran as the NCDOT Division 1 Board of Transportation member. Mr. Moran will replace Malcolm Fearing. [Here](#) is the press release. The NCDOT Division 1 Board of Transportation member is a member of the ARPO's RTAC Board and I will be in contact, to relay our meetings dates and times, with him once I receive his contact information.

The ARPO RTCC and RTAC Boards met on Wednesday January 25, 2017.

1. [Here](#) is the agenda summary for the meetings.
2. [Here](#) is a resolution, adopted by the RTAC Board, regarding the

STI law.

3. [Here](#) is the ARPO's 2017 Legislative Agenda which was adopted by the RTAC Board.

4. [Here](#) is a letter from the RTAC Board regarding the recommendation in the House Select Committee on Strategic Transportation Planning and Long term Funding Solutions Draft report (Representatives Steinburg, Boswell, and Hunter as well as Senators Smith-Ingram and Cook all received the letter)



ARPO Board meetings

January 25, 2017 - Manteo
 April 26, 2017- Elizabeth City
 July 26, 2017 - Manteo
 October 25, 2017- Elizabeth City

Who we are and what we do

RPO's provide a forum for state and local officials to discuss and address issues requiring regional solutions. We are funded by the state with an additional required 20% local match and provide these core services: Coordinate, assist and develop local and regional plans, provide a forum for public participation in the transportation planning and implementation process, develop and prioritize projects the organization believes should be included in the state transportation

improvement program and provide transportation related information to local governments.



Share

Our mailing address is:

Albemarle Rural Planning Organization
 Angela M. Welsh, ARPO Director
 512 South Church Street
 Hertford, NC 27944

** Material contained in this update may be from a number of electronic and print sources. The views and opinions expressed by other organizations or outside publications do not necessarily reflect the policies or views of the Albemarle Rural Planning Organization or its members.**

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Attachment: ARPO Transportation Update 4-7-17 (1679 : ARPO Transportation Updates)

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Albemarle Rural Planning Organization · 512 South Church Street · Hertford, NC 27944 · USA

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Amy Barnett

Subject: FW: ARPO Transporation update

From: Albemarle Rural Planning Organization [<mailto:awelsh=albemarlecommission.org@mail26.atl71.mcdlv.net>] **On**
Behalf Of Albemarle Rural Planning Organization
Sent: Thursday, April 13, 2017 1:54 PM
Subject: ARPO Transporation update



Albemarle Rural Planning Organization Transportation Update

New this week

The next Albemarle RPO RTCC and RTAC meeting will be held on April 26, 2017 in Edenton. The address is 800 North Oakum Street, Edenton NC and we will be meeting in the Culinary Arts building. Here is a map of the campus. RTCC and RTAC members will receive the agenda package by 5:00 pm Thursday April 20th.

Recently, all MPO's and RPO's in the state were reviewed for compliance with the standards set forth by the NCDOT under the STI Law.

The ARPO met all the requirements and we were given no corrective

Attachment: ARPO Transportation Update 4-13-17 (1679 : ARPO Transportation Updates)

actions. From the review:

"Process Highlights - ARPO provides an excellent point assignment documentation spreadsheet, which includes enough information for the public to be able to link final local input point assignment back to the criteria established in the methodology. ARPO provides written reasoning for each project, explaining why each project received a given number of points."

The review can be found [here](#). Please note I have contacted the consultant regarding issues with Page 8. They stated the comments in the "could improve in this area" should not be included and they will revise it for the final document.

[Here](#) is an article regarding the Mid-Currituck bridge.

At the end of March, we were informed the FHWA would be meeting with all of the RPO's in the state to communicate federal perspectives regarding eligible expenditures. The ARPO meeting is scheduled for April 19. I have been working with the Albemarle Commission Finance Director and we have gathered all of the information the FHWA has requested to review during the meeting. I will provide an update Friday April 21.

Transportation Bills

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will be brought forward to the RTAC and RTCC at their April 26, 2017 meeting for discussion. Update: Senator McInnis asked for the NCRPO Association to send their comments to him and we have. They will be shared with the RTCC and RTAC at our April 26, 2017 meeting.

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4. [Here](#) is a letter from the RTAC Board regarding the recommendation in the House Select Committee on Strategic Transportation Planning and Long term Funding Solutions Draft report (Representatives Steinburg, Boswell, and Hunter as well as Senators Smith-Ingram and Cook all received the letter)



ARPO Board meetings

January 25, 2017 - Manteo

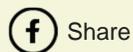
April 26, 2017- Elizabeth City

July 26, 2017 - Manteo

October 25, 2017- Elizabeth City

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Albemarle Rural Planning Organization
Angela M. Welsh, ARPO Director
512 South Church Street
Hertford, NC 27944

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Albemarle Rural Planning Organization · 512 South Church Street · Hertford, NC 27944 · USA



Attachment: ARPO Transportation Update 4-13-17 (1679 : ARPO Transportation Updates)

Amy Barnett

Subject: FW: ARPO Transporation update

From: Albemarle Rural Planning Organization [<mailto:awelsh=albemarlecommission.org@mail73.atl31.mcdlv.net>] **On**
Behalf Of Albemarle Rural Planning Organization
Sent: Friday, April 21, 2017 9:01 AM
Subject: ARPO Transporation update



Albemarle Rural Planning Organization Transportation Update

New this week

The next ARPO RTCC and RTAC meetings will be held on **April 26, 2017 in Edenton**. The address is **800 North Oakum Street, Edenton NC** and we will be meeting in the Culinary Arts building. Here is a map of the campus. Here is the agenda package for the April 26, 2017 meetings and here is the current project list attachment.

On Wednesday April 19, I attended the Highway 17/64 Association meeting in Rocky Mount. Secretary Jim Trogden was introduced and provided remarks to the Association. Secretary Trogden went over the priorities of the NCDOT. He stated their first priority is to improve project delivery (TIP and Operations and Maintenance). Most projects will now be handled through the local NCDOT

offices instead of through the Raleigh office. They are hoping to see projects move up, at least, 1 to 2 years due to this re-structuring. The second priority was to decrease the number of fatalities which occur on states roads. The last 3 priorities are to improve mobility through out the state, sustain the states economy, and to find long term sustainable funding sources for transportation projects.

At the end of March, we were informed the FHWA would be meeting with all of the RPO's in the state to communicate federal perspectives regarding eligible expenditures. The FHWA meeting with the ARPO was held on April 19 and it went well.

Transportation Bills

RTPO attendance policy -Senate -Filed 3/24/2017 (This bill does not distinguish between the RTCC and RTAC. Although not written in our Bylaws, the ARPO does have alternate RTAC members for each County and we do keep a record of member meeting attendance for both the RTAC and RTCC. This bill will be brought forward to the RTAC and RTCC at their April 26, 2017 meeting for discussion. Update: Senator McInnis asked for the NCRPO Association to send their comments to him and we have. They will be shared with the RTCC and RTAC at our April 26, 2017 meeting.

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State infrastructure bank revisions -House- Filed 3/1/2017

STI/Regional & Division Weighting - House - Filed 2/9/2017

DOT/DMV changes -House - Filed 2/16/2017, Senate - Filed- 1/25/2017

Maintenance Bond for subdivision roads - House- Filed 2/21/2017

As a reminder, Here is a letter from the RTAC Board regarding the recommendations in the House Select Committee on Strategic Transportation Planning and Long term Funding Solutions Draft report. This letter touches on some of the recently filed legislation above. (Representatives Steinburg, Boswell, and Hunter as well as Senators Smith-Ingram and Cook also received a letter)

Reminders

2017 Race to Registration: National Bike to School Day is May 10, 2017. More information, regarding this event, can be found here.

News previously reported on

Here is an article regarding the Mid-Currituck bridge.

Recently, all MPO's and RPO's in the state were reviewed for compliance with the standards set forth by the NCDOT under the STI Law.

The ARPO met all the requirements and we were given no corrective actions. From the review:

"Process Highlights - ARPO provides an excellent point assignment documentation spreadsheet, which includes enough information for the public to be able to link final local input point assignment back to the criteria established in the methodology. ARPO provides written reasoning for each project, explaining why each project received a given number of points."

The review can be found here. Please note I have contacted the consultant regarding issues with Page 8. They stated the comments in the "could improve in this area" should not be included and they will revise it for the final document.

Governor Cooper has appointed Dare County resident Douglas Allen Moran as the NCDOT Division 1 Board of Transportation member. Mr. Moran will replace Malcolm Fearing. Here is the press release. The NCDOT Division 1 Board of Transportation member is a member of the ARPO's RTAC Board and I will be in contact, to relay our meetings dates and times, with him once I receive his contact information.

The ARPO RTCC and RTAC Boards met on Wednesday January 25, 2017.

1. [Here](#) is the agenda summary for the meetings.
 2. [Here](#) is a resolution, adopted by the RTAC Board, regarding the STI law.
 3. [Here](#) is the ARPO's 2017 Legislative Agenda which was adopted by the RTAC Board.
 4. [Here](#) is a letter from the RTAC Board regarding the recommendation in the House Select Committee on Strategic Transportation Planning and Long term Funding Solutions Draft report (Representatives Steinburg, Boswell, and Hunter as well as Senators Smith-Ingram and Cook all received the letter)
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ARPO Board meetings

January 25, 2017 - Manteo
 April 26, 2017- Elizabeth City
 July 26, 2017 - Manteo
 October 25, 2017- Elizabeth City

Who we are and what we do

RPO's provide a forum for state and local officials to discuss and address issues requiring regional solutions. We are funded by the state with an additional required 20% local match and provide these core services: Coordinate, assist and develop local and regional plans, provide a forum for public participation in the transportation planning and implementation process, develop and prioritize projects the organization believes should be included in the state transportation improvement program and provide transportation related information to local governments.



Share

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