Camden County Board of Commissioners September 9, 2019 Closed Session – 6:00 PM Regular Meeting – 7:00 PM Historic Courtroom Camden, North Carolina

MINUTES

The regular meeting of the Camden County Board of Commissioners was held on September 9, 2019 in the Historic Courtroom, Camden, North Carolina.

CALL TO ORDER

The meeting was called to order by Chairman Tom White at 6:00 PM. Also Present: Vice Chairman Clayton Riggs, Commissioners Garry Meiggs, Randy Krainiak and Ross Munro.

CLOSED SESSION

Motion to go into Closed Session to discuss property acquisition and personnel.

RESULT: PASSED [UNANIMOUS]
MOVER: Garry Meiggs, Commissioner

AYES: White, Krainiak, Meiggs, Riggs, Munro

Motion to come out of Closed Session.

RESULT: PASSED [UNANIMOUS]
MOVER: Clayton Riggs, Vice Chairman

AYES: White, Krainiak, Meiggs, Riggs, Munro

The Board came out of Closed Session at 6:40 PM and was recessed by the Chairman until 7:00 PM.

At 7:00 PM Chairman White reconvened the Board of Commissioners for its regular meeting and welcomed everyone in attendance.

INVOCATION & PLEDGE OF ALLEGIANCE

Rev. Bill Blake gave the invocation and led in the Pledge of Allegiance.

ITEM 1. PUBLIC COMMENTS

Brenda Bowman of Trestles Court included the following information in her remarks:

- Citizen News recently published
- National Cleanup Day September 21, 2019
- Camden Heritage Festival May 2020

ITEM 2. CONSIDERATION OF AGENDA

Motion to approve the agenda as presented.

RESULT: PASSED [UNANIMOUS]
MOVER: Clayton Riggs, Vice Chairman

AYES: White, Krainiak, Meiggs, Riggs, Munro

ITEM 3. CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

ITEM 4. PRESENTATIONS

- A. YouthVoice Conference Adriane Navolis reported on her experience as a YouthVoice delegate at the National Association of County Commissioners Annual Conference in Greensboro, NC.
- B. CMS Junior Beta Club Club Advisor Star Brinner and members of the CMS Junior Beta Club reported on their accomplishments at the recent Beta Club State and National Conventions.
- C. Regional Advisory Council Gwen Wescott included updates on the following in her report from a recent meeting of the Regional Advisory Council:
 - Senior Nutrition Program
 - Dementia and Caregiving Program
 - Scam Alerts
 - Senior Recognition Day
 - Santa's Bags Program
- D. Broadband Update County Manager Ken Bowman presented an update on behalf of Eastern Shore Communications and included the following:
 - Eastern Shore Communications is working with NCDOT and NCDENR (NC Dept. of Environment and Natural Resources) to secure county-wide permits.
 - Environmental is complete and signed off through USDA.
 - Phase I will bring fiber from the north water tower to the south water tower via the County
 Office and Library. The point of connection to MCNC (Microelectronics Center of NC) will
 be at the Shipyard Road/343 intersection.
 - Eastern Shore Communications is working on a plan to extend fiber to the Camden Business Park.
 - Plans have been submitted to Public Works to install wireless equipment on the two water towers. Plans are under review by County Staff.
 - Plans no longer call for telecommunication shelters to be constructed on County property (at
 the two water towers). The alternative plan is to have a small enclosure on an elevated (2
 feet) wooden pedestal with room for a generator and propane tank. This dramatically reduces
 the footprint to perhaps 30 to 40 square feet. ESC requests the Board of Commissioners to
 approve the start of construction at the towers and install the wireless equipment in the
 October/November timeframe.

South Camden Water & Sewer District Board of Directors

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

Public Comments - None

Consideration of the Agenda

Motion to approve the agenda as presented.

RESULT: PASSED [UNANIMOUS]
MOVER: Garry Meiggs, Commissioner

AYES: White, Krainiak, Meiggs, Riggs, Munro

New Business

A. Monthly Report - David Credle

South Camden Water & Sewer Board Monthly Work Order Statistics Report Period: July 2019

	Submitted Work Orders	Completed Work Orders	Percentage Completed	Status of Uncompleted Work Orders
Water/Distribution	109	109	100%	0
Sewer/Collection	3	3	100%	0

Locates

Water Line: 63

Sewer Line: 5

Water & Sewer, same ticket: 0

Hydrant flow test: 57

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

Water treated at the water treatment plant in July: 11,753,970 gallons.

Daily average water usage for July: 371,319 gallons.

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

	SOUTH CAMDEN WATER &	SEWER BOARD							
	MONTHLY WATER STATISTI	CS REPORT							
Date	Work Orders Submitted	Percentage Complete	Uncompleted	Water/Distribution	Sewer/Collection	Water Locates	Sewer Locates	Water/Sewer Locate	Hydrant Flow Test
2018									
July	93	100%	0%	86	7	90	10	14	1
August	110	100%	0%	110	0	81	28	1	5
Sept	86	100%	0%	84	2	109	34	13	0
Oct	71	100%	0%	68	3	75	17	13	12
Nov	77	100%	0%	76	1	124	7	48	7
Dec	121	100%	0%	120	1	134	6	12	7
2019									
Jan	99	100%	0%	99	0	125	4	15	0
Feb	63	100%	0%	63	0	180	11	1	9
March	104	100%	0%	103	1	153	8	4	27
April	106	100%	0%	104	2	99	10	44	13
May	87	100%	0%	85	2	126	8	12	11
June	75	100%	0%	75	0	58	9	6	
July	112	100%	0%	109	3	63	5	0	57
August	,	, and the second		, and the second				, and the second	

Motion to approve the monthly report as presented.

RESULT: PASSED [UNANIMOUS]
MOVER: Clayton Riggs, Vice Chairman

AYES: White, Krainiak, Meiggs, Riggs, Munro

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

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

RESULT: PASSED [UNANIMOUS]

MOVER: Garry Meiggs, Commissioner

AYES: White, Krainiak, Meiggs, Riggs, Munro

Chairman White reconvened the meeting of the Board of Commissioners.

ITEM 5. PUBLIC HEARING

A. Ordinance 2019-09-01 Rezoning Application

Motion to go into Public Hearing for Ordinance 2019-09-01 Rezoning Application.

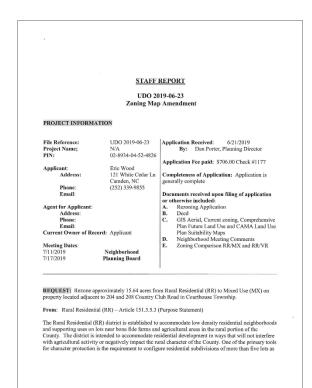
RESULT: PASSED [UNANIMOUS]

MOVER: Clayton Riggs, Vice Chairman

AYES: White, Krainiak, Meiggs, Riggs, Munro

Zoning Officer Dave Parks introduced the applicant Eric Wood. Mr. Wood stated that it is his intention to cut the two-acre lot down to one-acre lots. It is his request that the property be rezoned from Rural Residential to Village Residential.

Dave Parks gave an overview of the property maps and presented the Staff Report.



conservation subdivisions. The conservation subdivision approach seeks to minimize the visibility of new residential development from adjacent roadways through proper placement and screening. The district accommodates several differing agredutural uses and single-finally deduched homes. It also allows supporting uses like educational facilities, parks, public safety facilities, and utilities. District regulations discourage uses that interfere with the development of residential dwellings or that are detrimental to the rural nature of the district.

To: Mixed Use - Article 151.3.5.6 (Purpose Statement)

The Mixed Use district accommodates a diverse mix of uses on lands well served by public sewer and located within the core portions of the County's designated village centers. The district is intended to foster functional neighborhoods where County residents and visitors can live, work, shop, and recreate without travelling large distances between differing uses. Buildings are built close to the sidewalk and one another and served by public gathering areas that create places for people to congregate and interact. Off-street parking and service areas are located to the sides and rears of buildings to help ensure a continuity of building facades long street edges and to avoid areas that are ussafe or undestrable for pedestrians. The district encourages a fine-grained network of streets and pedestrian ways that allow a wide freedom of movement and enloces in transportation mode. Uses are located in close proximity to one another and rely on design techniques to maintain computibility instead of large yards, deep schacks, and suburban-style vegetative buffers. The district disocurages the establishments of single-use, monolithic, and automobile-oriented forms of development that require large areas of off-street parking, large floorplates, or that fail to cater to pedestrians.

SITE DATA

Lot size: Flood Zone: Zoning District(s): Existing Land Uses:

Approximately 15.64 acres.

Rural Residential (RR) Farmland

	North	South	East	West
Zoning	Rural Residential (RR)	Rural Residential (RR)	Rural Residential (RR)	Rural Residential (RR)/Neighborhood Residential (NR)
Use & size	Housing	Farmland	Farmland	Housing/Farmland

Proposed Use(s): Residential purposes.

Description/History of property: Property is located inside the Courthouse Core Village off Country Club road. Property was once in farm use until the passing of the owner and was sold to the current owner Mr. Wood.

ENVIRONMENTAL ASSESSMENT

Streams, Creeks, Major Ditches:
Distance & description of nearest outfall: It appears the property drains to the west through a culvert under County Club Road and out to the Pasquotank River.

INFRASTRUCTURE & COMMUNITY FACILITIES

Water lines are located adjacent to property along Country Club Road.

Not available. Sewer

Fire District South Camden Fire District.

Impact calculated at Development stage. Generation of traffic will be at development stage. Traffic

PLANS CONSISTENCY

Schools

CAMA Land Use Plan Policies & Objectives:

Consistent □ Inconsistent ⊠

The CAMA Land Use Plan was adopted by the Camden County Board of Commissioners on April 4, 2005. The proposed zoning change is inconsistent in that the Future Land Use Maps has property identified as Low Density Residentified as Low Green's preater. However at the time the plan was adopted, the County had not considered connecting residential to sever to allow for higher density residential development due to limited availability of sever.

2035 Comprehensive Plan

Consistent ⊠ Inconsistent ⊠

The proposed zoning change is inconsistent with Comprehensive Plan (Adopted 2012) Future Land Use Map as it shows the property to be Rural Residential.

However the description of Mixed Use refers to providing higher density development on property located within the core portions of the county's designated willage centers with the availability of water/sewer. This property located within Courthouse Core Village.

Also the description states:

It (Mixed Use) includes Camden Plantation, a proposed planned unit development north of Main Street in the South Mills core village area, development opportunities south of Country Club Road and south of US 158 in Courthouse/Camden,

Once sewer is available proposed zoning will allow for residential densities of up to lots on higher density of up 4.35 dwellings per acre a variety of housing types, and limited commercial uses.

The Comprehensive Plan also includes a zoning district Village Residential which allows for moderate density up to 4.35 dwellings per acre and a variety of housing types, without commercial uses. This type of district serves as a transition from village core and highway commercial to more rural areas.

PLANS CONSISTENCY - cont.

Comprehensive Transportation Plan

Property abuts Country Club Road.

Other Plans officially adopted by the Board of Commissioners

FINDINGS REGARDING ADDITIONAL REQUIREMENTS:

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

Reasoning: The proposed zoning change will enhance the public health, safety, or welfare as it will allow for higher density residential uses to support commercial uses nearby, with the availability of water and sewer. Sewer currently not available at this time. Based on location of property and surrounding uses, residential development on smaller lots

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

Reasoning: Uses in the requested zoning classification are more appropriate as it offers a mix of residential and commercial options.

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

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

Reasoning:

What extraordinary showing of public need or demand is met by this application? $N\!/\!A$ Yes □ No □

Reasoning:

				Will the request, as proposed cause serious noise, odors, light, activity, or unusual disturbances?
Yes		No	⊠	Reasoning: All uses permitted in the requested zoning classification should not cause any serious noise, odors, light activity, or unusual disturbances.
				Does the request impact any CAMA Areas of Environmental Concern?
Yes		No	×	Reasoning: Property is outside any CAMA Areas of Environmental Concern.
				Does the county need more land in the zoning class requested?
Yes	⊠	No		Reasoning: In the appropriate location.
				Is there other land in the county that would be more appropriate for the proposed uses?
Yes		No		Reasoning: The Commercial uses permitted in the Mixed Use District are more apt to be located along the commercial area of U.S. 158 and portions of NC 343.

Yes		No	\boxtimes	Will not exceed the county's ability t	o provide public facilities:
				The proposed zoning will have an important much will be determined at the develop	
				Schools -	
				Fire and Rescue -	
				Law Enforcement -	
				Parks & Recreation -	
				Traffic Circulation or Parking -	
				Other County Facilities -	
Yes		No	×	Is This A Small Scale "Spot" Rezonin Of Community Benefits?	ng Request Requiring Evaluation
If Ye	s (rega	rding s	mall sc	ale spot rezoning) – Applicants Reasoni	ing:

	Personal Benefits/Impact	Community Benefits/Impact
With rezoning	> d **	
Without rezoning		

STAFF COMMENTARY:

The applicant seeks to develop a small portion of the property in the near future and prepare to develop the remainder with higher density uses when sewer becomes available. The property is not currently served by sewer but one of the County's top CIP projects includes building sewer to the Country Club' US 158 intersection. The requested coning to Mixed Use is somewhat consistent the Comprehensive Plan as it relates to higher density and is within the Courthouse Village area; however the location may not be suited for commercial businesses since it is approximately 2 miles from the Courthouse Core and one mile from the US 158 commercial corridors.

The staff's opinion is that as the Courthouse Village area grows, plans should include providing sewer along Country Club Rd. to encourage moderate to higher density housing within the village. However this property is best suited to serve as a transition from the village core to more rural surroundings.

The requested zoning to Mixed Use is inconsistent with both the CAMA plan as is show the property as low density residential.

The requested zoning is inconsistent with the Comprehensive Plan Future Land Use Map but is consistent with the objective of encouraging higher density housing within the Courthouse Village boundaries.

Excerpt from Comprehensive Plan - Vision Statement

"New development will be focused within targeted core areas to breathe new life into established county villages and to efficiently use existing and planned infrastructure and polic resources. New housing choices will be made available to serve families, young professionals, and retirees. Rural areas will maintain prominence in the county, and will continue to serve agricultural and forestry production and low density residential development."

 $Planning \ Staff \ recommends \ Rezoning \ Application \ (UDO\ 2019-06-23) \ from \ Rural \ Residential \ (RR) \ to \ Mixed \ Use \ (MX) \ be \ modified \ and \ to \ rezone \ the \ property \ to \ Village \ Residential \ (VR)$

Staff recommendation: Village Residential (Purpose Statement)

The Village Residential (VR) district is established to accommodate a wide range of residential and institutional use types at modes densities on lots within and adjacent to designated village centers. The district allows duplexes, live work units, single-family attached and single-family detached dwellings, but does not allow mobile homes, insuranticuted homes, or conservation subdivisions. As a means of creating compact, functional neighborhoods, the district also allows a wide vartety of institutional uses, including community centers, day care, schools, assisted living, regious institutions, parks, and utilities. Lots served by public sewer may have reduced minimum lot sizes and building height is measured from the base flood elevation. District regulations are intended to support the County's investment in infrastructure by encouraging the development of compact, vibrant neighborhoods with a variety of house sizes and types that are located in close proximity to complementary institutional uses. Low density development comprised of uniform building types or styles is discouraged.

Planning Board recommendation

The requested zoning is consistent with the objective of the Comprehensive Plan as it encourages higher density housing within the Courthouse Village boundaries.

Excerpt from Comprehensive Plan - Vision Statement

"New development will be focused within targeted core areas to breathe new life into established county villages and to efficiently use existing and planned infrastructure and public resources. New housing choices will be made available to serve families, young professionals, and retirces. Rural areas will maintain prominence in the county, and will continue to serve agricultural and forestry production and low density residential development."

Motion passed: 5-0 Vote.

Planning Board recommended approval of rezoning the 15.64 acre tract from Rural Residential (RR) to Village Residential (VR).

Motion passed: 5-0 vote.

X	X	Zoning Ma Amendmen Applicatio	nt	OFFICIAL USE ONLY: UDO Number: 2019 - 6 - 23 Date Filed: 6 - 21 - 19 Amount Paid: 706,00
Camden	County	Applicatio		Received By: Dan Porter / B
Contact Info	ormation			
	APPLICAN			PROPERTY OWNER
Name:	ERIC L	0000	Name:	SAME
Address:		E CEDAR LN	Address:	
		NC 27921		
Telephone:	252- 339	- 9855	Telephone:	
Fax:			Fax:	
Email:		a msn.com	Email:	
LEGAL RELA	TIONSHIP OF APPI	ICANT TO PROPERTY	OWNER:	
Property Inf	formation			
Physical Stre	eet Address	NEAR 20	4 AND 20	98
Location:		country C		
Parcel ID Nu	mber(s):	02893	3404524	18260000
Total Parcel	(s) Acreage:	15,64		
Existing Land	d Use of Property:	FARM		
Request				
Current Zoni	ing of Property:	RR	Proposed Zonii	ng District: MX
Total Acreag	ge for Rezoning: 24	Are you re	ezoning the ent	tire parcel(s):
Metes and B	ounds Description	Provided: 🗆 Yes 🗈	HNo	
Community	Meeting, if applica	able: Date Held:	; Locatio	on:
best of my k my property as part of thi	nowledge, inform for purposes of d	ation, and belief. Fur	ther, I hereby a mpliance. All in	in this application is accurate to the authorize county officials to enter afformation submitted and required
	- In the second			Date
	nust be signed by the	e owner(s) of record, cor	ntract purchaseri:	s), or other person(s) having a recognized

			7	Change Ap		0		
						en considering or on a separate		for a zoning
(A)How	will the pro	posed z	oning change	enhance the pr	blic health	, safety or welfa	re? (Article 151	.585)
					AND	COMMERCI	al perust	anithe s
	within	+46	CORE	oill AgE				
(B) Is the	entire ran existing c	ge of per	mitted uses i	in the requested (2 151.585)	l classifica	tion more appro	priate than the ra	ange of uses
	MIRE	1 use	15 ~	EW , AN	o has	Not been	nllowed	PREVIOUS
h	hich	would	Allow	, future	gra	the com	reacially 1	and
	Residen							
		0.000						
(C) For pr	roposals to	re-zone	to non-reside	ential districts a	long major	arterial roads (A	article 151.586):	
(1) ls	this an ex	pansion o	of an adjacen	t zoning distric	of the san	ne classification?		
(2) W	hat extrao	rdinary s	howing of pu	ublic need or de	mand is m	et by this applica	tion?	

Chairman White opened the floor for public comments on the rezoning application.

David Seymour of 114 Mandy Lane addressed the Board. Mr. Seymour spoke in opposition to the rezoning and believes it should be left as it is currently; two-acre lots.

William Dozier of 209 Country Club Road addressed the Board. Mr. Dozier spoke in opposition to the rezoning and expressed concern in regard to drainage issues and lot sizes.

Dave Parks reminded the Board that drainage concerns are addressed during the process of property development.

There being no further comments from the public Chairman White called for a motion to close the Public Hearing.

Motion to close the public hearing for Ordinance 2019-09-01 Rezoning Application.

RESULT: PASSED [UNANIMOUS]
MOVER: Clayton Riggs, Vice Chairman

AYES: White, Krainiak, Meiggs, Riggs, Munro

Motion to consider Ordinance 2019-09-01 Rezoning Application at the next meeting to take place on October 7, 2019.

RESULT: PASSED [4-1]

MOVER: Clayton Riggs, Vice Chairman AYES: White, Krainiak, Meiggs, Riggs

NAY: Munro

A. Travel Policy – Ken Bowman

The travel policy was updated with travel guidance pertaining to per diem rates, credit card usage and mileage allowances for privately-owned vehicles.



TRAVEL POLICY

- Policy Administration The respective department heads are responsible for the administration of the provisions of this policy. Department heads are authorized to approve travel reinhususements for the employees under their supervision except where otherwise stated. For the purposes of administrating this policy, Board Members or other County delegates or officials will be considered "employees" and thereby reinhused per this policy. Expenses for family members will not be paid by the County and should be paid directly to the vendor by the traveling parry. NO MALS ARE TO BE CHARGED ON COUNTY CRIDIT CARDOS.
- - <u>Travel</u> Camden County recognizes that employees and officials are required to travel both within and outside the State of North Carolina for the purpose of representing the County at meetings and professional associations, as well as for training to enhance their skills regarding the performance of their various positions within the County Government.

Requests for travel approval should be submitted to the County Manager and Finance for pre-audit and approval 10 days prior to departure. Failure to have travel pre-approved may result in travel reimbursements being denied.

No receipts are required. Employees will be reimbursed for the amounts listed above regardless

of actual expenses. The stated amount also includes all tips. An exception to the above schedule will be applicable if the conference locations provide meals at a higher or lower amount than those in the schedule. See c. and d. below.

- print to 8:00 traceques ***

 Daily Travel (not overnight)

 Normally, allowances shall not be paid to employees for lunches if ravel does not Normally, allowances shall not be paid for allowances for breakfast and dinner the employee must leave or return to their duty statuo in accordance with the schedule under overnight travel. Employees may be estimated from the such employee's job requires his/her attendance at the meeting of a board, commission, committee or job requires his/her attendance at the meeting of a board, commission, committee or job requires his/her attendance at the meeting of a board, commission, committee or job requires his/her attendance at the meeting of a board, commission, committee or job requires his/her attendance at the meeting of a board, commission, committee or job requires his/her attendance at the meeting of a board, commission and the properties of the properties and the properties of the properties o
- Reduction A reduction in the per diem schedule will occur when a conference location offers meals at a lower rate/cost than the County's schedule.
- D. Invel. Reinbursenent. The travel reinbursenent form provided for the traveler should be turned in for reinbursenent within 10 days of the employe's return. This form lists all which are reinbursenent within 10 days of the employe's return. This form lists all which are reinbursenest learning to the register of the reinbursenest form for the register of the reinbursenest form. For task, sipred therefore, and busic, receipts may not be available or provided, therefore, attach, if possible. The reimbursenent form must be approved by the department head and signed by the employee before being presented to the finance of their or insultmentance.

See Exhibit B at the end of the Policy for the Travel Reimbursement form.

E. <u>Transportation Cost of Employee</u> – Payment of mileage allowance or actual cost of public transportation as applicable. If rental vehicles are used for both business and non-business purposes, reimbursement to the county for the non-business portion will apply.

- IV. Authorized Travel Modes
 - A. County-owned Vehicle.— This method of transportation is to be used vineous r. county whele is evailable. Exceptions to this requirement where the county is account to the county of the county
 - B. <u>Private owned Yehicle</u>.—When no county vehicle is available, this mode may be used if specifically authorized by the appropriate department head and the County Manager. Travel by privately owned vehicle when necessary and allowable will be reinhunced using the IRS reinhuncement rate based on the shortest roots of travel. The annual rate will be reported to staff and officials by the Finance Office annually.
 - C. Transportation by Common Carrier Reimbursement for air, rail, or bus fare is limited to business or couch fare, substantiated by a receipt. Quotes must be obtained from more than one (1) common carrier, if multiple carriers exist, and documentation that the lowest fare available was used must be submitted on the travel request form.
- - - Transportation cost
 Lodging
 Meals
 Registration costs
 Necessary incidental expenses (parking, tolls, etc.)
 - C. Lodging To receive reimbursement for lodging expenses, an itemized hotel bill must be attached to the reimbursement form. Hotel room rates are allowable up to the federal government rate. The County Manager must approve room rates when they exceed the
 - D. <u>Registration Cost</u>—Registration costs should be paid directly by the County. When an employee personally pays a registration fee, a receipt for payment should be obtained and is preferable to a canceled check for reimbursement purposes. In addition, if the registration is paid for a class or exam and the employee has to retake the test/class of the tonon-compliance or failure, the employee is responsible solely for the payment (No reimbursement will be made). Additional registration costs for recreational and entertainment activities will not be paid by the County, Med functions are not included the contract of the th

- in this requirement, and are eligible for payment by the County in lieu of the meal reimbursament navment.
- F. Credit Card.— Employees and officials authorized to use a County credit card may elect to use them instead of reimbursement for lodging, registration, and public or private transportation, however, meals are still subject to the meal rates listed in Section III. C. of the Policy. All recipits for expenditures to be approved.
- G. Travel with Others. When two or more employees are traveling to the same destination, maximum use shall be made of special group travel discounts and joint use of the transportation including tast cales, count-owned, or privately some dvelicles. Travel with representatives of other government units is encouraged whenever possible for express sharing.
- H. <u>Commuting</u> No reimbursement shall be made for use of a personal vehicle in commuting from an individual's home to his/her office.
- I. Other Costs. Reasonable parking fees, tolls, taxi charges, and expenses of a similar nature, when appropriate to the travel, are reimbursable upon submission of appropriate documentation of the same. The Finance Officer or County Manager shall approve or disapprove all other expense reimbursements not clearly defined in the Policy or those which have been questioned.
- VI. Extraordinary Travel or Cost
- - Any travel expenses falling outside the realm of this policy must be approved by the County Manager.
- - A. A Travel Request Form should be submitted to the Department Head for approval and forwarded to the Finance Department for pre-audit purposes. A Travel Advance Request should be included with this form if needed/requested.

- B. Upon return, the Travel Reimbursement form and supporting <u>itemized</u> receipts (includes, hotel and allowable incidentals) must be submitted to the Department Head for approval. After approval by the Department Head, the form should be forwarded to the Finance Department.
- C. The Finance Department will determine that the travel form and receipts have been properly approved, that they are mathematically correct, and that requested reinbursements agree to submitted receipts, when required, and are within the limits set by the Policy. If an error in the reinbursement request is found, the requesting party will be informed and the error will be corrected before payment is made.
- D. Trip Cancellation When an employee cancels an approved trip and the County has paid airline, registration and other related fees or issued a travel advance, a memo must be sent to the Finance Department explaining the cancellation. Non-refundable expenditures will be reviewed on a case by case basis by the County Manager.
- X. The following items are not reimbursable:

 - (1) Any expense not supported by a receipt
 (2) Meals included in registration/conference
 (3) Travel to and from work place
 (4) Souvenirs from the trip
 (3) Items purchased to be used as door prizes or raffle items
 (6) Items purchased to be tused as door prizes or raffle items
 (7) Alcoholic companies of the prizes of raffle items
 (8) Apt raffle fromes
 (9) Entertainment expenses

This list is not all-inclusive. The Finance Officer or County Manager shall approve or disapprove all other expense reimbursements not clearly defined in the Policy or those which have been questioned.

Attachments: Exhibit A, Travel Authorization Form Exhibit B, Travel Reimbursement Form

Name:		Date of Request:		
Reason for Travel:			9	-
Destination:	Attach a capy of Conference/Meeting/World	uhip/Training Information		_
List dates of Travel				_
Meeting Begins	am/pm onan	l Ends ata	m/pm on	_
Does this trip requir	nervisor Request that you attend the overnight accommodations? To before or return more than three hours	☐ Yes ☐ No N ofter usual work sobedule?	lights:	
	Approval To	Travel		
Supervisor:		Date:		
County Manager: _		Date:		
	Estimated	Cost		
Department Code:		-		
Registration:	<u> </u>		Cost:	<u> </u>
Travel: 5/4000	Mode: (County/personal winicle)	Miles: (round (rip)	Cost:	
Hotel: 51 #000	Number of Nights: Rat	e Per Night: ed Information	(incl taxe	12)
Meals:	Number of Meals:B _	_LD	Cost:(total)	
Other Expected Cos	sts:		Cost:	(5)
COME		Estimated Cost of 1	4000000	
	10131	Estimated Cost of 1	1 avel	
EXPLANATION FOR RI	QUESTED EXCEPTIONS TO TRAVE	POLICY Supervisor App	rocal:	

	TRA	VEL	REIMB	URSI	EMENT	REC	UEST	Γ		
NAME			(USE PER T		ERSON)				Percer	rage : 01
				DEPMAIN	EMI CODES)					- 01
HOME ADDRESS:				DEST NAT	ACI					
UTVISTATE/ZIF CODE										_
CATE OF TRIP:				REASON	OR TRIP:					_
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Motion to approve the travel policy mileage reimbursement at the current IRS rate at the time of travel.

RESULT: PASSED [UNANIMOUS]
MOVER: Garry Meiggs, Commissioner

AYES: White, Krainiak, Meiggs, Riggs, Munro

Motion to approve the travel policy meal reimbursement as presented by the County Manager.

RESULT: PASSED [UNANIMOUS]
MOVER: Randy Krainiak, Commissioner

AYES: White, Krainiak, Meiggs, Riggs, Munro

B. Library Lease Contract - Ken Bowman

NORTH CAROLINA

This TRIPLE NET LEASE AGREEMENT, made and entered into on the 1st day of, September 2019 by and between Wilport LLC, whose address is P.O. Box 392. Powells Point, NC 27947, and/or their assigns or successors, hereinafter referred to as "Tenandro", and Camden County, whose address is P.O. Box 190, Camden, NC 27921, hereinafter referred to as "Tenant".

Section 1. Premises: Landlord hereby leases to the Tenant and Tenant hereby leases from the Landlord, upon terms and conditions hereinafter set for that certain building; designed as Suite C, D. E. & F. (6,60 SF) situated at 104 investors Way, Camden Business Park Camden, North Cardinia and commonly known at TARK-SHOPPES.

Section 2. Term: The term of this Lease shall be Two (2) Years, beginning in October 1, 2019, and ending September 30, 2021, unless terminated earlier as herein provided, or unless renewed as herein provided. The first Lease Year Anniversary shall be the date twelve [12] calendar months after the first day of the first full month of the Term hered and successive Lease Year Anniversaries shall be the date twelve [12] calendar months from the previous Lease Year Anniversary.

Section 3. Option to Renewal: Landlord grants to Tenant the option to renew this Lease for additional Terms ("Option Term") on the same covenants and conditions as are herein contained, except as modified by this provision and agreement.

- a. Exercise of the Option: The option shall be exercised by a writing delivered to Landlord by Tenant at least sixty (60) days prior to the expiration oi the Term of this Lease.
- b. Effect of Failure to Exercise Option: In the event Tenant shall fail to give Landlord written notice of its election to exercise its Option to rerew this lesses at least sidy (E0) days; the expiration of the Term of this Lesse, such option shall thereafter be and become null and void and of no further force and effect.

Section 4. Rental: The Tenant shall pay to the Landlord or its Agent without demand, an annual Lease Year Base Rental of FIFTY THREE THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$53,280.00).

Plus Estimated Operating Costs of: insurance \$.55/5F (\$3,663.00), Taxes \$.631; F (\$4,462.20), Grounds Maintenance \$.30/5F (\$1,998.00), and Common Area Reicht (\$45.00)/month/unit (\$2,2160.00) for a total annual rental of SMT FIVE THOUSAND FIVE HINDRED SMT YHEE AND .20/1.00 DOLLARS (\$65,643.00) payable in equal monthly installments of FIVE THOUSAND FOUNDED SMT YHEE AND .20/1.00 DOLLARS (\$65,643.00) per month rent in advance on the first day of each cellendar month during the first Lease Year. Tenant is individually responsible for county water and trash removal. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly rental during.

Section 5. Late Charges: If Landlord fails to receive any rent payment within five (5) days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to five percent (5%) of the overdue amount or 5100 whichever is greater, plus any actual bank fees incurred for returned or dishonored checks. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment. Section 6. Security Deposit: Tenant has in deposit with Landlord Agent \$3,243.60 as a security deposit which shall be held as security for the full and faithful performance by Treant of each and every term, coverant and condition of this Lease. If any of the rents or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made on heland for the Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord or its Agent may, at its option, appropriate and apply the Security Deposit, or, so much thereof as may be necessary, to compensate boward the payment of the rents, chargers or other sums due from Tenant, or towards any loss, damage of expense sustained by Landlord resulting from such default on the part of the Tenant, and in such event Tenant shall upon demand restore the Security Deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenants other bolligations under this Lease, the Security Deposit shall be returned in (all to Tenant with thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrend of the Permises by Tenantin I compliance with the provisions of this Lease.

Section 7. Rent Adjustment: The Landlord reserves the right to increase the rental by an amount equaling the total increase in ad valorem taxes, hazard/general liability insurance premium and common area expenses, over the amounts in effect at the commencement date of this Lazes Agreement. Said increase shall be divided by twelve (12) months, divided proportionately, and the result added to the monthly rent called for herein, beginning on the first month following molification of turb increase.

Section 8. Utilities: The Tenant shall pay all charges for utilities, including but not limited to water, gas, electricity, light, heat, power and telephone or other communication service used, endered or supplied upon or in connection with the leased property, and shall indemtly the Landroid against any liability or damages on such account. The Landroid shall not be liable for any failure of water supply, or electric, or any service by any utility, or injury to person or damage or other connections or the property or from any pair of the leased property or from any pipes, apelliances or plumbing works. Responsibility to pay for a utility service shall include all metering, books up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

Section 9. Common Area Expenses; Rules & Regulations: If the Premises are part of a larger building or group of buildings, Tenants hall pay as additional rental monthly, in advance, its prodrionate share of common area maintenance expenses; common area electric, grounds maintenance and water expense (if not metered separately).

Section 10. Landlord Repairs: Landlord agrees to keep in good repair the roof, foundation, and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intertional wrongful act of Tenant, to agents, employees or inviteses. The Premises are part of a larger building or group of buildings, then to the extent that the grounds are common areas, Landlord shall maintain the grounds surrounding the buildings, including paving, the moving of gress, cere of shrubs and general endarseigning. Tenent shall promoty report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report. Such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord for reason of such conditions. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant.

Section 11. Tenant Repairs: Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, plumbing, electrical, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, except those repairs expressly required to be made by Landfor hereunder. Tenant is responsible for all expenses to eliminate clogged drains, maintain and pump septic tank if it becomes necessary or is required by the Health Department at intermin Expections. Tenants hall at all times.

keep all exterior entrances, all glass and show window moldings, all partitions, doors, fixtures, equipment, lighting, plumbing and other appurtenances thereto in good order, condition and repair, including replacement when neces pulmonig and other appurementes theretoo in good order, condition and repair, including replacement when necessa and reasonable periodic painting of the interior of the Leade Premises. Tennan shall be responsible for ensuring the sidewalk in front of the Leased Premises and any doorways, front or rear, are kept free of debris, snow or ice. Unless grounds are common area of a buildingla larger than the Premises, Tennat further agrees to care for the grounds around the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant agrees to arounu ne ouiuning, mouiuning pawing, the mowing of grass, care of shrubs and general landscaping. Tenant agrees to return the Pemiles to Landior at the expiration or prior termination of this lesse, in as good condition and repair as when first received, natural wear and tear, diamage by storm, fire, lightning, earthquake or another casualty alone excepted. Tenant, Tenan's employees, agents, contraction or subcontractors shall ale no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landiord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

Section 12. Alterations: Tenant shall not make any alterations, additions, or improvements to the Premises without Section 12. Alterations: Tenant shall not make any alterations, additions, or improvements to the Premises without Landlords prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's written request. All approved alterations, additions, improvements will be accomplished in a good workmanified menner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions, or improvements (whether or not make with Landlord sides' consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's superse. All alterations, additions and improvements; which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease.

ection 13. Removal of Fixtures: Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any xtension or renewal thereof, remove fixtures and esulument which it has placed in the Premises, provided Tenant epairs all damage to the Premises caused by such removal. This does not include any leasehold improvement which will emain with the property. Ownership of all leasehold improvements transfers to landlord upon tenant vacating the

Section 14. Events of Default: The happening of any one or more of the following events during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant; (a) Tenant Lease, or, any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant (a) Tenan

Section 15. Remedies Upon Default. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided. provided by lave, 19 if the Event of Default involves nonpayment of rental and Tenant fails to cue such default with five (5) days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of the Lesse other than payment of rental and Tenant fails to cue such default within filter (15) days after receipt of written notice of default from Landlord, Landlord may terminate this default within filter (15) days after receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, Landlord may terminate this Lease by giving written notice to Tenant and

ermination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord, as Tenant's extension thereof (as if this is the mental and profession thereof (as if this is the mental and profession thereof (as if this is the mental and profession thereof (as if this is the mental and profession thereof (as if this is the mental and is the mental and is the mental and is the mental and the ment

Section 16. Condemnation: If the Leased Premises, or any part thereof, is taken by eminent domain, the Lease shall expire on the date when the Leased Premises shall be so taken, and the rent shall be apportioned as of that date. No part of any award shall belong to the Tenant.

Section 17. Indemnification: Except for claims arising out of acts caused by the affirmative negligence of the action 1.7 imperimination Except to Gama along octor and scaled by the amandre regigience or the Landdord or its representatives, the Tenant shall indemnify and defend the Landdord and the Leased Premises, at the Tenant's epense, against all claims, expenses, and liabilities arising from (a) the management of any occurrence on or about the leased premises or any adoptioning street or roadway; (b) any default by the Tenant hereunder, (c) any act of negligence by the Tenant or its agents, contractors, employees or licensees.

Section 18. Fire or Other Casualty Losses: If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, without the fault of the Tenant, this Lease shall terminate as of the date of such destruction and rental shall be accounted for a between Landdord and Tenant as of that date. If the premises are damaged but not which destroyed by any such casualities, without the fault of the Tenant, rental shall abate in such proportion as effective use of the Premises has been affected and Landford shall restore Premises to substantially the same condition as before damage as superelity as is practicable, whereupon full rental shall recommence.

Section 19. Insurance: The landlord shall keep the building containing the leased property insured against loss or damage by fire with extended coverage endorsement in an amount not less than eighty percent (80%) of the full insurable value as determined from year to year. The Tenant shall keep the leased property insured with a tenant owners policy for business personal property and betterments throughout the term of this lease against claims for personal injury and property damage, under a policy of general public liability insurance, with such limits as may reasonably be requested by the Landlord from time to time, but not less than 5,000,000 box coverage and \$2,000,000 box looks looks and \$2,000,000 box looks looks and \$2,000,000 box looks looks looks and \$2,000,000 box looks lo

Section 20. Tax and insurance Escalation: Tenant shall pay upon demand as additional rental during the term of the lease, and any extensions or renewal thereof;

The amount by which all truces on the Premises for each tax year exceed all taxes on the Premises for the tax year ; or Tax and Insurance Escalation: Tenant shall pay upon demand as additional rental during the term of this

X all taxes on the Premises for each tax year

In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro-rata part of such tax year developed the control of the property assessed in the premise shall be reduced by the pro-rata part of such tax year beyond the Lease terming shall be affected for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last lease year.

enant shall further pay upon demand as additional rental during the term of this Lease, and any extension or renewal

the excess cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

all fire and hazard, and extended coverage insurance including any and all public liability insurance on the

Section 21. Tenant's Employment Responsibilities: The Tenant shall be responsible for and save the Landlord harmless from all wages, salaries, or other benefits due Tenant's employees. Tenant shall also be solely responsible for the acquisition and payment of any goods and/or services used or performed by the Tenant in the conduct of its

Section 22. Use of Premises: The Premises shall be used for **Camden County Library** purposes only and no other. The Premises shall not be used for any illegal purposes, nor in any manner to oreate any nuisance or trespass, nor in any manner to vitate the insurance or times the results. In the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rends, the amount of any such increase.

Section 23. Hazardous Waste: Tenant specifically agrees that, except for such limited quantities of office materials and supplies of such type and in such quantities as are customarily used in Tenant's personal business operations (which shall be used orly in accordance with applicable law and any manufacturers or suppliers guidelines). Tenant shall not engage or permit at early rime, any operations or activities upon, cer any use or occupancy of the Premises, or any portion thereof, for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal, accidental, or intentional) of any hazardous substances, materials or wastes, or any wastes regulated under any local, state or federal

Tenant shall, during the Term, remain in full compliance with all applicable laws governing its use and occupancy of the Premises, including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous substances, materials or wester, and any waster, greated their any local, state of refeeral law. Tenant will remain in full compliance with the terms and conditions of all permits and licenses issued to it by any governmental submitty on account of any or all of its activities on the Premise.

Section 24. Environmental Laws. (a) Tenant shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by Landrord. Any approval must be preceded by submission to Landrord of appropriate Materials Selety Data Sheets (MSS Dehest), in the event of approval by Landrord, Franch covernants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, ordinances, rules and regulations, and laws, whether now in force or hereafter adopted relating to Tenant's use of Permisses, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waster or sustance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"; (2) comply with any reasonable recommendations by the insurance carrier of either Landdord or Tenant relating to the use by Tenant on the Premises of such Hazardous Materials (3) refain from unlawfully disposing of or allowing the disposal of any Hazardous Materials (3) refain from unlawfully disposing of or allowing the disposal of any Hazardous Materials (3) refain from unlawfully disposing of or allowing the disposal of any Hazardous Materials under the Premises and (3) remove all Hazardous Materials (3) refain from unlawfully disposing of or allowing the disposal of any Hazardous Materials (3) refain from unlawfully disposing of the scaradous Materials (3) refain from unlawfully disposing of the scaradous Materials from the Premises and (3) remove all Hazardous Materials from the Premises of laws.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and displeatandous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifests, filings, lists and invoices covering those hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, A language of the company of the com

(c) Tenant hereby indemnifies and holds harmless landlord, its successors and assigns from and against any and all lossess, liabilities, dynamages, liptizes, pennities, fines, costs, expenses and claims of any and every kind whatsoever (including attorneys) fees and costs, expenses or claims asserted or arbing under the Comprehensive trivironmental Response, Compensation and liability, 4cd of 1980, as a mended, from time to thie, and regulations promulgated thereunder, any so-called state or local "Superhind" of "Superhind" law, or any other federal, state or local statute, law or ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials) pald, incurred or suffered by, or asserted against, landlord as a result of any claim or demand or judicial or administrative action by any person or entity (including governmental or private entities) for whit respects to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge) emission or release from the Premises of any Hazardous Materials caused by Fenant or Tenant's agents, employees, invitees or successors in interest. This indemnity shall also apply to any release of Hazardous Materials caused by Fenant or other causally to the premises its such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest. Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all

(d) If Tenant fails to comply with the Covenants to be performed hereunder with respect to Hazardo fan environment protection lien is filed against the premises as a result of the actions of Tenant, its ager or invitees, then the occurrence of any such events shall be considered a default hereunder.

Tenant will give Landlord prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state, or local authorities, of any fire, or any damage occurring on or to the Premises

(f) Tenant will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

(g) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease

Section 25. Assignment and Subletting: Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall be in climpair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of the Landlord. The Assignee of Tenant, a option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

Section 26. Surrender: Upon the termination of this Lease, including any extension thereof, the Tenant shall surrender the above described premises to the Landlord in as good condition as the premises were in at the time of the initial occupancy thereof, reasonable use and wear and tear by the elements, or fire or other catastrophes not the fault of the Tenant, excepted.

Section 27. Landlord's Entry of Premises: Landlord may advertise the Premises "For Rent" or "For Sale" before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's additioning property, if may.

Section 28. Effect of Termination of Lease. No termination of this Lease prior, to the nomal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

Section 29. Mortgagee's Rights. Tenant's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which is now or may hereafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, excell a separate agreement reflecting subsorbination, and shall be obligated to execute such documentation as may facilitate Landlord's sale or refinancing of the Premises, including, but not limited to, estopped certificates, subordination or attornment agreements.

Section 30. Quiet Enjoyment. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Permises, but always subject to the terms hereof. Provided, however, bit in the event Landord shall sell or otherwise transfer its interest in the Premises, Tenant agrees to attorn to any new owner or interest holder and shall, if requested by Landord, execute a separate agreement reflecting such attornment, provided that said agreement requires the new owner or interest holder to recognice its obligations and Tenants rights hereunds.

Section 31. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at the end of the Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlords acquiescence, Tenant shall be a tenant at sufference and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 4 above shall for each month, or fraction thereof during which Tenant so remains in possession of the premises, be twice the monthly rental otherwise payable under Paragraph 4 above.

Section 32. Abandonment. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any Personal Property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed abandoned, and available to Landlord to use or sell to offset any rend user or an excense incurred by removings ame and restoring the Premises. Section 33. Attorney's Fees: In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's Fees and costs.

Section 34. Rights Cumulative. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restricted of those given by law.

Section 35. Walver of Rights. No failure of Landlord to exercise any power given Landlord hereunder or to insist with upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with te terms hereof shall constitute a walver of Landlord's right to demand exact compliance with the terms hereof.

Section 36. Time of Essence, Time is of the essence in this Lease.

Section 37. Applicable Law: This Agreement shall be construed and interpreted under the laws of the State of North Carolina.

Section 38. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Section 39. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

Section 40. Headings: The headings, subheadings, and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Section 41. Definitions. "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same, it behirs, representatives, assigns and successors. "Team's hall include the undersigned and its heirs, representatives, assigns and successors, and it this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant', and "agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

Section 42. Notices: All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this case, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's new address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 4 hereof.

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

Section 43. Entire Agreement: This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hered and supersedes all negotiations, prior discussions, agreements, arrangements are understandings, witten or oral, relating to the subject matter hereof

Section 44. Authorized Lease Execution: Each individual executing this Lease as director, officer, partner, member, or agent of a corporation, limited liability company, or partnership represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership.

Section 45. Transfer of Landlord's Interest: In the event of the sale, assignment or transfer by Landlord or its Interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the collaptation of Landlord under this Lease, Landlord's shall thereupon be released and discharged from all its coverants and obligations under this Lease, except those obligations that have accrued prior to such sale, assignment or transfer, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those coverants accruing after such sale, assignment or transfer, Landlord's assignment of this Lease, or of any or all off its rights in this Lease, shall not after Clarent's obligations between deval and Tenant shall attorn and clock to the assignee as Landlord, provided Tenant has first received written notice of the assignment of Landlord's Interest.

Section 46. Amendments: This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

Section 47. Memorandum of Lease: Upon request by either Landlord or Tenant, the parties hereto shall execute a short form [Memorandum of Lease] in recordable form, setting forth such provisions hereof (other than the amount of Base Morthly Rent and other sums day a either party may wish to incorporate. The cost of recording such Memorandum of Lease shall be borne by the party requesting execution of same.

Section 48. Build Out: The Landlord shall provide a shell space to include: plumbing brought through the slab for Men & Women restrooms, the SE cable from the gang meter to the back of the building with a 200 AMP panel. The Tenant shall be responsible for all cost incurred for build out for their specific plans, layout, business type, etc. Contractor shall complete construction to the Premise sorusant to final Plans and Specifications approved by Landlord and Tenant (the "Improvements"), in compliance with all applicable codes and regulations, any required permit or approvals, and recorded documents, and in a good and workman-like-manner free of defects. Refer to Exhibit HA", Construction by Tenant During Tenn.

Section 49. Signage: Except as may be specifically set forth in the Lease, Tenant may not install, Inscribe, paint or affitia any amining, shade, sign, advertisement or notice or no to any part of the outside of the Premise without the express written consent of the Landlord. No Items of any type shall be allowed on the sidewalk area without the prior written consent of Landlord. For aesthetic purposes, all signs will be approved by the Landlord and instelled at Tenant's obe expense. Any and all signs placed on the Premise by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by instalation, use or maintenance of said signs, and all damage includent to removal thereof.

Additional	Conditions

A ONE TIME LEASE ADJUSTMENT PAYMENT DUE FROM TENANT AT LEASE SIGNING: \$33,300

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. NO REPRESENTATIONS ARE MADE CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, this Lease Agreement has been executed by each party hereto, in duplicate originals, on the date and year first above written.

Difference		1210411	
By:	(SEAL)	By:	(SEAL)
Date		Date:	

Exhibit A

CONSTRUCTION BY TENANT DURING TERM

Section 1. Tenant to Complete. If Tenant wishes to make changes to the Premises, such changes shall be completed pursuant to the provisions of the Lease and this Exhibit A. Tenant shall bear all costs of the improvements, which shall be performed by Tenants general contractor ("Contractor").

Contractor shall complete construction to the Premises pursuant to final Plans and Specifications approved by Landlord CALLIFECTURE 18 SHEET COMPUTED TO THE PREMISE SUFFICIENT TO ITAB Plans and Specifications approved by Lan and Fenant (the "Improvements"), in compliance with all applicable codes and regulations, any required permit or approvals, and recorded documents, and in a good and workmanike manner free of defects. Tenant's selections of finishes and materials shall be indicated on the Plans and Specifications and shall be equal to or better than the minimum building standards and specifications.

- Section 2. Requirements Prior to Commencement: Prior to commencing any work:

 a) Tenant's proposed Contractor and the Contractor's proposed principal subcontractors and suppliers shall be licensed and ingood status with State and local jurisdictions, licensing bands and/or the equivalent;

 b) Contractor shall submit to Landlord and Tenant a written bid for completion of the Improvements. Said bid shall include Contractor's overhead, profile and feets:

 c) Tenant or Contractor shall submit all Plans and Specifications to Landlord together with the location and use of any proposed stating areas, and no work on the Premises shall be commenced before Tenant has received Landlord's final written approval thereof, which shall not be unreasonably withheld, delayed or conditioned.

 d) Contractor shall complete all architectural and planning review and obtain all permits, including signage, required by the city, state or county in which the Premises are located; and;

 Contractor shall southing Landlord verification of fability and workmen's compensation insurance adequate to
- required by the city, state or county in which the Premises are located; and;

 locations shall submit to landiord verification of liability and workmen's compensation insurance adequate to fully protect Landiord and Tenant. from and against any and all liability for death or injury to persons or damage to property caused in or about or by reason of the construction of any work done by Contractor or Contractor's subcontractors or suppliers; Landiord may determine the adequacy of such insurance, without limitation, in light of their consistency with the provisions in the Lease relating to Tenant's insurance.

 1) Unless otherwise swider in writing by Landiord, which walver shall be in Landiord's sole discretion, Contractor shall provide payment and performance bonds in an amount equal to 100% of the estimate amount of improvements.

Section 3. Landlord's Administration. Contractor and Contractor's subcontractors and suppliers shall be subject to Landlord's reasonable administrative control and supervision. Landlord shall provide Contractor and Contractor's subcontractors and suppliers with reasonable access to the Premises.

Section 4. Contractor to Comply with Procedures. During construction of the Improvements, Contractor shall adhere to the procedures shown in this Exhibit A, which represent Landlord's minimum requirements for completion of the Improvements.

Section 5. Proof of Payment. Upon completion of the Improvements, Tenant shall provide Landlord with such evidence as Landlord may reasonably request that the Contractor has been paid in full, and Contractor shall provide Landlord with the lien releases as requested by

Landlord, confirmation that no liens have been filled against the Premises or the Shopping Center. If any liens arise against the Premises or the Shopping Center as a result of the improvements, Tenant shall immediately, at Tenant's sole expense, remove sub-liens and provide Landlord evidence that the title to the Shopping Center and Premises have been

- CONS INCULTOR MOLEC.

 The following policies outlined are the construction procedures for the Shopping Center.

 As a material consideration to Landiord for granting Landiord's permission to Tenant to . complete the construction contemplated hereunder, Tenant agrees to be bound by and follow the provisions contained herein below:

- Contractors must notify Landlord in writing at Wilport LLC. P.O. Box 392. Powells Point. NC 27947, attention
- Gary Woodson, Agent Representative, (252-491-8765 / 252-473-7240), prior to starting any work.
 b) As-built construction, including mechanical drawings and air balancing reports will be submitted at the end of
- each project.

 The Contractor must provide for the removal of all trash and debris arising during the course of construction. At no time are the building's trash compactors and/or dumpsters to be used by the Contractor's cleanup crews for the disposal of any trash or debris accumulated during contruction. Landrod assumes no responsibility for bins. Contractor is to monitor and resolve any problems with bin usage. Bins are to be emptied on a regular basis and never allowed to overflow. Trash is to be placed in the bin at all times.

 All HYMC contractors must provide the following items to landlord or its agent:

 (j) All HYMC contractors must provide the following items to landlord or its agent:

 (j) plan showing he new ducting layout, all supely and return air grille locations and all thermostat locations, including the location of any fire dampers, and (ii) an Air Balance Report reflecting the supply air capacity throughout the suite, which is to be devine to landlord or its agent at the finish or the HYAC installation.

 e) Any problems with construction per the plan, will be-brought to the attention of and documented to the Landlord. Any material and substantials changes that need additional work not described in the Plans and Specifications must be approved in writing in advance by Landlord.

Section 7, Premises and Shopping Center, Tenant shall make no alterations or improvements or do any other work which would result in diminished market value of the Premises or Shopping Center

Section 8. Construction Requirements

- a) All Life and Safety and applicable Building Codes will be strictly enforced (i.e., tempered glass, fire dampers, exit signs, smoke detectors, alarms, etc.); Tenant or its agent shall coordinate the same in advance with Landlord or its
- Electric panel schedules must be brought up to date identifying all new circuits added.

 All electrical outlets and lighting circuits are to be properly identified. Outlets will be labeled on back side of
- sech cover plete.

 3) All electrical and phone closets being used must have panels replaced and doors shut at the end of each day's work. Any electrical closer that is opened with the panel exposed must have a work person present.

 9) All electricals, telephone personnel, etc. will, upon completion of their respective projects pick up and discard their trash leaving the rooms clean. If this is not complete with, a cleanup will be conducted by the building janitors and the general contractor will be back charged for this set vice.

 1) Welding or burning with an open frame will not be done without prior approval of the Landlord or its agent. Fire
- Welding or burning with an open flame will not be done without prior approval of extinguishers must be on hand at all times.
 Welther "anchoring" of walls or supports to the concrete or core drilling may be done during normal business hours. This work must be scheduled after hours.
- h) All HVAC work must be inspected by Landlord or its agent. The following procedures will be followed by the general contractor: (i) a preliminary inspection of the HVAC work in progress will be scheduled through Landlord or its agent prior to the reinstallation of the ceiling grid, (ii) a scool inspection of the HVAC operation will also be scheduled through Landlord or its agent and will take place with the suite in question is read to be air-balanced. (iii) Landlord or its agent will inspect the construction on a periodic basis as well.

 i) All existing thermostats, ceiling like, lighting fixtures and air conditioning grilles shall be saved and turned over to Landlord or its agents.

 The work site and common areas involved must be kept clean at all times. Food and related lunch debris are not to be left in the construction.

Motion to approve the Library Lease Contract as presented.

RESULT: PASSED [UNANIMOUS]

MOVER: Clayton Riggs, Vice Chairman

AYES: White, Krainiak, Meiggs, Riggs, Munro

C. Revised Camden Code Chapter 150 Minimum Housing Code

The Revised Camden Code Chapter 150 Minimum Housing Code was first introduced to the Board at its August 5, 2019 meeting. The ordinance was not adopted in that a unanimous vote is required on the date of introduction for adoption. The vote taken on August 5, 2019 was as follows: 3 in favor, 2 opposed. Therefore the ordinance was placed on the agenda for consideration a second time.

Planning Director Dan Porter highlighted language in §150.20 that establishes the specific criteria for investigating possible code violations.

County Attorney John Morrison explained that the state statutes allow the County, operating under reasonable grounds, to adopt such an ordinance.

Commissioner Krainiak expressed concern in regard to the timeframe allowed for the property owner to take the necessary action to be in compliance with the ordinance.

Mr. Porter explained that the most important timeframe is the timeframe in which to hold a hearing.

Motion to approve replacing the existing Chapter 150 Building Regulations: Construction with the Proposed Ordinance No. 2019-08-01.

RESULT: PASSED [UNANIMOUS]
MOVER: Clayton Riggs, Vice Chairman

AYES: White, Krainiak, Meiggs, Riggs, Munro

Motion to direct the Building Inspections Division to conduct investigations according to Chapter 150.2 (C).

RESULT: PASSED [UNANIMOUS]

MOVER: Garry Meiggs, Commissioner

AYES: White, Krainiak, Meiggs, Riggs, Munro

ITEM 7. NEW BUSINESS

A. Monthly Tax Report – Lisa Anderson presented the tax report for July 2019.

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

OUTSTANDING TAX DELINQUENCIES BY YEAR

YEAR	REAL PROPERTY	PERSONAL PROPERTY
2018	138,726.29	3,352.08
2017	45,579.11	3,485.49
2016	18,386.93	2,429.94
2015	12,075.15	1,084.23
2014	12,469.16	1,228.71
2013	8,537.80	4,851.16
2012	6,524.06	7,792.41
2011	4,769.87	6,447.23
2010	4,244.84	4,642.02
2009	3,978.27	4,513.59

TOTAL REAL PROPERTY TAX UNCOLLECTED 255,291.48

TOTAL PERSONAL PROPERTY UNCOLLECTED 39,826.86

TEN YEAR PERCENTAGE COLLECTION RATE 99.60%

COLLECTION FOR 2019 vs. 2018 10,179.61 vs. 10,326.91

LAST 3 YEARS PERCENTAGE COLLECTION RATE

2018 98.10% 2017 99.31% 2016 99.69%

EFFORTS AT COLLECTION IN THE LAST 30 DAYS ENDING July 2019 BY TAX ADMINISTRATOR

41	_NUMBER DELINQUENCY NOTICES SENT
55	FOLLOWUP REQUESTS FOR PAYMENT SENT
6	NUMBER OF WAGE GARNISHMENTS ISSUED
9	NUMBER OF BANK GARNISHMENTS ISSUED
11	NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATO 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
1	NUMBER OF JUDGMENTS FILED

30 Largest Unpaid - Real

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
	01-7989-00-01-1714.0000	8,080.29	10	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R R	02-8937-00-50-8036.0000	6,148.38	10	CLEVELAND WALSTON LE	CAMDEN	187 HERMAN ARNOLD RD
R	02-8934-01-18-6001.0000	6,080.72	- 1	LINDA SUE LAMB HINTON	CAMDEN	150 158 US W
R.	02-8934-01-18-6001.0000	5,094.04	1 2	LARRY G. LAMB SR	CAMDEN	152 158 US W
K			10	SEAMARK INC.	SHILOH	HOLLY RD
R	03-8899-00-45-2682.0000 01-7998-01-08-6797.0000	4,392.64	10	EDWARD E. HARRIS JR.	SOUTH MILLS	1295 343 HWY N
R		4,116.62	+	B. F. ETHERIDGE HEIRS	CAMDEN	158 US E
R	02-8935-02-66-7093.0000	3,817.05	1	SPRING LOTUS LLC	SHILOH	141 EDGEWATER DR
R	03-8899-00-16-2671.2425	3,497.45	+	JAMES B. SEYMOUR ETAL	CAMDEN	112 158 US W
R	02-8934-01-29-4617.0000	3,106.99	1 1 2		SOUTH MILLS	188 KEETER BARN RD
K	01-7080-00-53-1141.0000	3,105.52	2	EDWARD A ROSA SR	CAMDEN	144 158 US W
R	02-8934-01-18-8282.0000	2,746.15	+	BRIDGET CARTWRIGHT JOHNSON	CAMIDAN	112 HIGH RD
R	03-9809-00-23-8838.0000	2,470.25	Ţ.	WILLIAM DAVID BYRUM	SHILOH CAMDEN	110 BILLETS BRIDGE RD
K	02-8944-00-51-7111-0000	2,400.06	1	FLOYD & JUNE T. ETHERIDGE	CAMDEN	115 LISTER DR
R	02-8945-00-53-1518.0000	2,359.83	±	GARY D. & BETH A. LOYD		
R	02-8945-00-41-2060.0000	2,314.54	1 2	LASELLE ETHERIDGE SR. HEIRS	CAMDEN	
R	02-8935-01-08-8786.0000	2,268.66	1	LINWOOD GREGORY	CAMDEN	253 SLEEPY HOLLOW RD
R	03-8962-00-67-1021.0000	2,182.86	2	CECIL BARNARD HEIRS	SHILOH	WICKHAM RD
R R	01-7080-00-62-1977.0000	2,062.78	9	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS SOUTH MILLS SHILOH CAMDEN	117 OTTERS PL
R	01-7090-00-64-4058.0000	2,056.11	1	GODFREY RIDDICK	SOUTH MILLS	131 LILLY RD
R	03-8943-04-93-8214.0000	2,052.32	10	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	02-8934-01-18-8072.0000	2,042.88	1	ARNOLD AND THORNLEY, INC.		146 158 US W
R	01-7988-00-91-0179.0001	2,028.10	10	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	
R	03-8952-00-95-8737.0000	1,993.94	1	AUDREY TILLETT	SHILOH	171 NECK RD
R	02-8944-00-36-1417.0000	1,927.24	1.	ROSA ALICE FEREBEE HEIRS	CAMDEN	165 IVY NECK RD
R	01-7998-01-09-7155.0000	1,903.52	1	CORNELIUS P & GLORIA E PAXTON	SOUTH MILLS	1298 343 HWY N
R	01-7090-00-70-3221.0000	1,861.12	1	LONZO FISHER GREGORY	SOUTH MILLS	406 OLD SWAMP RD
R	02-8944-00-99-1027.0000	1,841.50	1	JOHNNIE MERCER HEIRS	CAMDEN	MCKIMMEY RD
R	01-7999-00-32-3510.0000	1,827.31	1	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
R	02-8943-01-17-1673.0000	1,807.18	1	MILDRED A. HAVRILLA	CAMDEN	374 COUNTRY CLUB RD
R	01-7999-00-12-8596.0000	1,760.33	1	MOSES MITCHELL HEIRS	SOUTH MILLS	165 BUNKER HILL RD

30 Oldest Unpaid - Real

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
			~~~~~~~~~			
R	01-7989-00-01-1714.0000	10	8,080.29	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8899-00-45-2682.0000	10	4,392.64	SEAMARK INC.	SHILOH	HOLLY RD
R	01-7080-00-62-1977.0000	10	2,062.78	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	03-8943-04-93-8214.0000	10	2,052.32 2,028.10	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7988-00-91-0179.0001	10	2,028.10	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	
R	03-8952-00-95-8737.0000	10	1,993.94	AUDREY TILLETT	SHILOH	171 NECK RD
R	01-7999-00-32-3510.0000	10	1,827.31	LEAH BARCO	SOUTH MILLS	195 BUNKER HILL RD
R	01-7999-00-12-8596.0000	10	1,760.33	MOSES MITCHELL HEIRS	SOUTH MILLS	165 BUNKER HILL RD
R	01-7989-04-60-1568.0000	1.0	1,000.71	EMMA BRITE HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	01-7989-04-60-1954.0000	10	976.47	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
R	03-8962-00-50-0273.0000	10	900.00	DAISEY WILLIAMS BURNHAM	SHILOH	RAYMONS CREEK RD
R	01-7090-00-60-5052.0000	10	767.56	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
R	03-9809-00-24-6322.0000	10	627.21	DAVID B. KIRBY	SHILOH	499 SAILBOAT RD
R	02-8955-00-13-7846.0000	10	588.25	MARIE MERCER	CAMDEN	IVY NECK RD
R	02-8936-00-24-7426.0000	10	585.99	BERNICE PUGH	CAMDEN	113 BOURBON ST
R	03-8980-00-61-1968.0000	10	281.80	WILLIAMSBURG VACATION	SHILOH	CAMDEN POINT RD
R	01-7090-00-95-5262.0000	10	248.84	JOHN F. SAWYER HEIRS	SOUTH MILLS	OLD SWAMP RD
R	03-9809-00-45-1097.0000	10	202.10	MICHAEL OBER	SHILOH	CENTERPOINT RD
R	03-8899-00-37-0046.0000	10	154.57	ELIZABETH LONG	SHILOH	HIBISCUS
R	03-9809-00-17-2462.0000	10	140.15	TODD ALLEN RIGGS	SHILOH	LITTLE CREEK RD
R	03-8980-00-84-0931.0000	9	220.38	CARL TEUSCHER	SHILOH	218 BROAD CREEK RD
R	01-7998-01-08-6797.0000	8 8 8	4,116.62	EDWARD E. HARRIS JR.	SOUTH MILLS	1295 343 HWY N
R	03-8962-00-04-9097.0000	8	2,182.86	CECIL BARNARD HEIRS	SHILOH	NECK RD
R	03-8990-00-64-8379.0000	8	940.48	CHRISTOPHER FROST-JOHNSON	SHILOH	LITTLE CREEK RD
R	02-8935-01-07-0916.0000	8	710.94	ROSETTA MERCER INGRAM	CAMDEN .	227 SLEEPY HOLLOW RD
R	03-8962-00-70-7529.0000	8	593.58	MARY SNOWDEN	SHILOH	WICKHAM RD
R	01-7989-04-90-0938.0000	8	541.44	DORIS EASON	SOUTH MILLS	1352 343 HWY N
R	03-8962-00-60-7648.0000	8	281.11	FRANK WRIGHT ETAL	SHILOH	WICKHAM RD
R	03-8965-00-37-4242.0000	7	1,751.87	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	01-7091-00-64-6569.0000	7	1,190.03	CLARENCE D. TURNER JR.	SOUTH MILLS	STINGY LN

# 30 Largest Unpaid – Personal

D-11	D					
Roll	Parcel Number	Unpaid Amount			City	Property Address
P	0001709	2 252 98	10	JOHN MATTHEW CARTER MIKE TAYLOR JEFFREY EDWIN DAVIS THIEN VAN NGUYEN LESLIE ETHERIDGE JR MORGAN ROBERSON PAM BUNDY KAREN BUNDY MICHAEL & MICHELLE STONE HENDERSON AUDIOMETRICS, INC. JAMES NYE STEVE WILLIAMS	CAMDEN	158 HWY
P	0001476	2,252.98 1,043.30 751.18	10	MINE AVIUD	DITENDEN CIMV	CAMDEN CAUSEWAY
P	0001538	751 18	2 9	TEREBEA EDMIN DVALC	CAMDEN CITI	431 158 US W
P	0001046	712.40	10	THIEN VAN NGIIVEN	SULLON	133 EDGEWATER DR
P	0000738	680.34	- 8	LESITE ETHERTDGE TR	CAMDEN	431 158 US W
P P	0002194	661.94	8	MORGAN ROBERSON	SHILOH	849 SANDY HOOK RD S
P	0001072	587.82	10	PAM BUNDY	SHILOH	105 AARON DR
P	0001827	483.28	7	KAREN BUNDY	CAMDEN	431 158 US W
P	0001104	469.71	2	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0000295	412.03	2	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0001230	411.11 366.10	7	JAMES NYE STEVE WILLIAMS	SOUTH MILLS	101 ROBIN CT W
P	0001681	366.10	7	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0000297	349.77	2 1 3 7 4	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0000466	314.96	1	LAMBS OF CAMDEN	CAMDEN	152 HWY 158 W
P	0000846	294.16	3	TOAN TRINH	SHILOH	229 SAILBOAT RD
2	0001694	288.99	7	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0000772	288.86	4	COSBY BAKER	SOUTH MILLS	114 BINGHAM RD
P	0002924	272.82	1	PAUL BEAUMONT	SHAWBORO	106 DEERFIELD TRL
P	0001693	261.90	10	ALLIANCE NISSAN	CAMDEN	158 HWY W
P.	0001638 0001106	259.82	. 2	ERIC JASON WOODARD	SHAWBORO CAMDEN SOUTH MILLS SOUTH MILLS	612 MAIN LOT 12
P P	0001108	248.38	10	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
p	0000905	238.91 232.45	,	SANDI BUTTUM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
P	0002442	200.37	1 2 4	CEDALD WILLIAM CHARLES TO	SHILOH	111 AARON DR
p	0000945	195.03	4	DAMONA D TRADUCTI	CAMDON MILLS	116 CHRISTOPHERS WAY 239 SLEEPY HOLLOW RD
Ď.	0001546	177.59	1	CUODED DOWN AND	CAMDEN	431 158 US W
Ď.	0001673	177.05	10	TUOMAC DUILLID WINCLOW	CAMDEN	158 HWY W
P P P	0001722	140.55	Τ0	TANET LEADY	COTTON MITTE	LINTON ROAD
P	0001976	137.83	î	ANA ALICTA MARTINEZ LOREZ	GUTTAU FILLIA	110 AARON DR
P	0001150	136.45	2	JAMES NYE STEVE WILLIAMS ADAM D. & TRACY J.W. JONES LAMBS OF CAMDEN TOAN TRINH THOMAS B.THOMAS HEIRS COSBY BAKER PAUL BEAUMONT ALLIANCE NISSAN ERIC JASON WOODARD JAMI ELIZABETH VANHORN SANDY BOTTOM MATERIALS, INC KEVIN & STACY ANDERSON GERALD WHITE STALLS JR RAMONA F. TAZEWELL GEORGE ROWLAND THOMAS PHILLIP WINSLOW JANET LEARY ANA ALICIA MARTINEZ LOPEZ WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
		150.15	-		OI II III II	130 HILL DAY NO 3

# 30 Oldest Unpaid - Personal

Roll	Parcel Number	YrsDlq	Unpaid Amount	TAXPAYET NAME  JOHN MATTHEW CARTER JEFFREY EDWIN DAVIS THIEN VAN NGUYEN LESLIE ETHERIDGE JR PAM BUNDY ALLIANCE NISSAN JAMI ELIZABETH VANHORN THOMAS PHILLIP WINSLOW ROBERT H. OWENS JAMES P. JONES KAREN BUNDY JANET LEARY CAREY FARMS, INCORPORATED JAMES NYE STEVE WILLIAMS THOMAS B. THOMAS HEIRS SANDY BOTTOM MATERIALS, INC MORGAN ROBERSON COSBY BAKER ERIC JASON WOODARD KEVIN & STACY ANDERSON RAMONA F. TAZEWELL MIKE TAYLOR HENDERSON AUDIOMETRICS, INC. LAMBS OF CAMDEN TOAN TRINH MARK SANDERS OVERMAN CYNTHIA MAE BLAIN MARSHA GAIL BOGUES OCTAVIS BANKS III	City	Property Address
P	0001709	10	2.252.98	JOHN MATTHEW CARTER	CAMDEN	150 HWV
P	0001538	1.0	751.18	JEFFREY EDWIN DAVIS	FI.TZABETH CITY	CAMDEN CAHSEWAY
P	0001046	10	712.40	THIEN VAN NGIIVEN	SHILOH	133 ENGEWATER DR
P	0000738	10	680 34	LESTITE RTHERTOOK IR	CAMDEN	155 EDGENALDIC DIC
P P P	0001072	10	587 82	PAM RINDY	SHITOH	105 AADON DD
	0001693	10	261 90	ALLTANCE NIGGAN	CAMDEN	158 HWV W
P P P	0001106	10	248 38	TAMI ELIZABETH VANHORN	SOUTH MILLS	612 MATH ST
P	0001673	10	177.05	THOMAS DHILLID WINGLOW	CAMDEN	1EO DWA M
P	0000248	10	128 38	PORERT H OWENS	CAMDEN	A CTPPPT
P	0000316	10	115 56	TAMES D TONES	CAMDEN	142 CANDUTTED DD
P	0001827	- 9	483 28	KAPEN BINDY	CAMDEN	121 150 HC W
P	0001722	á	140 55	TANET LEADY	SOUTH MILIC	T.TNTON DOAD
P P	0001639	ă	123 29	CARRY FARMS INCORPORATED	SOUTH MILIS	202 SHYDOM CHIDCH
P	0001230	7	411.11	JAMES NYE	SOUTH MILLS	101 PORTN CT W
P	0001681	7	366.10	STRUE WILLTAMS	CAMDEN	150 150 HWV W
P	0001694	7	288.99	THOMAS B THOMAS HETES	CAMDEN	150 150 HWV W
P	0001952	ź	238 91	SANDY BOTTOM MATERIALS INC	SULLING WILLS	210 DONDEDOCK DD
P	0002194	é	661 94	MODGAN PORPRION	GUTI OU	OAO CAMDA HOOM DD C
P	0000772	š	288 86	COGBA BYRED	COTTON MILIC	114 DINCUMM DD
p	0001638	ă.	250.00	EPIC TASON WOODARD	COUTH MILITS	610 MATH TOT 10
P	0000905	4	232.45	KEVIN & STACY ANDERSON	SUTTON MINES	111 AADON DD
P	0000945	â	195 03	DAMONA E TAZEMETT.	CAMDEN	220 CIPEDY HOLLOW DD
0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.	0001476	3	1 043 30	MIKE TAVIOD	PITZABETH CTTV	CAMDEM CAHEERAY
P	0000295	3	412 03	WENDERON MINTOMPERICO THE	CAMPEN CITI	220 150 HER TO
P	0000466	3	314 96	TAMBE OF CAMPUNI	CAMDEN	150 TMV 160 W
p	0000846		294 16	TOAN TOTAL	CAMDEN	152 HWI 158 W
P	0000385	2	121 17	MADE GAMDEDG OURDMAN	SUTTOU	116 CARRINGTON YOUNG
P P P	0002921	3	120 60	CANADAY DIYAN	COMMUNITIES	110 GARKINGTON ISLAND
P	0000770	3	120.00	MADOUA CATE DOCTED	SOUTH WITTS	122 DOCK LANDING LOOP
Ď.	0002079	3	106.00	OUMPILE DAMES LLL	CONTENT MILITA	4/6 DELICKOSS RD
~	0002073	3	106.35	OCTAVID DWIND III	SOUTH MILLS	ZbZ OLD SWAMP RD

# Motion to approve the tax report as presented.

RESULT: PASSED [UNANIMOUS]
MOVER: Clayton Riggs, Vice Chairman

**AYES:** White, Krainiak, Meiggs, Riggs, Munro

# B. Milltown Boat Ramp

County Manager Ken Bowman presented the Milltown Boat Ramp project bid recommendation.

The Milltown Boat Ramp was constructed in 2004 with funding assistance from CAMA ACCESS Grant. Over the years it has been used consistently but has also undergone significant deterioration due to many storms. In spring of 2018 the ramp became dangerous due to undercutting erosion at the submerged end of the ramp and was closed to the public.

The county contracted with a marine engineering consultant to prepare plans and specifications to repair and/or replace the, pier, rip rap, and bulkhead along with redesigning and replacing the boat ramp that may better weather the periodic storms.

The project went to bid in January 2018 but no bids were received due to the short timeframe objective and most contractors were busy in Wilmington with repairs resulting from major hurricanes.

The project was rebid in June with a completion date for December 2019. Two bids were received and reviewed by staff with the following recommendation: Approve contract for \$41,556 with Layden Marine Inc. for the repair and replacement of the Milltown Boat Ramp and Pier per the plans a specification included in the request for proposals of June 14, 2019.

Motion to approve contract for \$41,556 with Layden Marine, Inc. for the repair and replacement of the Milltown Boat Ramp & Pier per the plans and specification included in the request for proposals of June 14, 2019.

RESULT: PASSED [UNANIMOUS]

MOVER: Clayton Riggs, Vice Chairman

**AYES:** White, Krainiak, Meiggs, Riggs, Munro

# ITEM 8. BOARD APPOINTMENTS

A. Parks & Recreation Advisory Board

# Motion to appoint Marc O'Neal to the Parks & Recreation Advisory Board.

RESULT: PASSED [UNANIMOUS]

MOVER: Randy Krainiak, Commissioner

AYES: White, Krainiak, Meiggs, Riggs, Munro

# ITEM 9. CONSENT AGENDA

- A. BOC Meeting Minutes August 5, 2019
- B. Budget Amendments

2019-20-BA008 CAMDEN COUNTY BUDGET AMENDMENT

BE IT ORDAINED by the Governing Board of the County of Camden, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020.

Section 1. To amend the General Fund as follows:

 ACCT NUMBER
 DESCRIPTION OF ACCT
 AMOUNT INCREASE DECREASE

 Revenues
 10399400-439900
 Fund Balance Appropriated
 \$ 11,325.00

Expenses 106600-545000 Contracted Services \$11,525.00

This Budget Amendment is made to appropriate funds for the School Facilities Needs Assessment.

Азэсээшсис.

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 di Adopted this 9th day of September, 2019.

Tom lehito

Clerk to Board of Commissioners

Clerk to Board of Commissioners Chairman, Bo

2019-20-BA009 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, 2020.

Section 1. To amend the General Fund as follows:

ACCT NUMBER DESCRIPTION OF ACCT INCREASE DECREASE

Revenues 10399400-439900

0 Fund Balance Appropriated \$ 41,359.00

 Expenses
 106110-521000
 Rental of Buildings
 \$ 41,359.00

This Budget Amendment is made to appropriate funds for the updated lease for the Camden Library.

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 9th day of September, 2019.

Kaun M. Dava

Clerk to Board of Commissioners

Tone Whote

Chairman, Board of Commissioners

# C. Tax Collection Report

Day	1	Amount	Amount	Name of Account		Deposits	Internet
		s	s			S	\$
1	8	1,247.93			S	1,247.93	
2		7,628.09			S	7,628.09	
3		6,575.48			S	6,575.48	
5		1,878.30			\$	1,878.30	
8		2,217.69			\$	2,217.69	
9		193.76					193.76
		7,065.32			\$	7,065.32	
10		6,037.87			\$	6,037.87	
11		3,741.59			\$	3,741.59	
12		2,297.39		\$32,23 - Refund	S	2,297.39	
15		5,225.46			S	5,225.46	
16		5,069.00			S	5,069.00	
17	_	3,539.30			S	3,539.30	
18		2,781.05		\$748.55 - Refund	S	2,781.05	
19		240.00			S	240.00	
22	_	9,746.00			S	9,746.00	
24		6,390.01			S	6,390.01	
25		2,007.01		\$4.01 - Refund	-		2,007.
		6,695.67			\$	6,695.67	
26		2,573.71			\$	2,573.71	
29		2,855.00			\$	2,855.00	
30		3,847.00			\$	3,847.00	
31		5,141.23			\$	5,141.23	4.50
		150.00			-		150.
				Interest adjustment on: R-101299-16, R-108551-17 and R-115827-18	+-		
	+			K-100551-17 and K-115827-10			
					E		
	s	95,143.86	s -		\$	92,793.09	\$ 2,350.
	s	95,143.86			\$	95,143.86	
		(80.1.80)		0 - for info only, fees were paid to PS	N		
	S	(784.79)			+		
	S		Over		+		
	- 8	-	Shortage		_		L
	S	(11.86)	Adjustment	1			
	8	94,347.21					
ubmitted	by:	Riia 5. Tem Will	grdeison ete	Date: 8-6-19 Date: 9-11-19			

# D. Pickups, Releases & Refunds

NAME	REASON	NO
Gus McPherson	Parcel corrected due to split issue - Pick-up \$1,123.20	Pick-up/21442 R-108917-17
Gus McPherson	Parcel corrected due to split issue - Pick-up \$1,079.43	Pick-up/2144 R-116200-18
Glen Alan Carey	Roll Back Taxes \$110.67	Pick-up/21499 R-94798-16 R-102009-17 R-109255-18
NC DOT	To release per Dan Porter \$604.64	Pick-up/2149 R-115982-18
Gus McPherson	Parcel corrected due to split issue - Pick-up \$1,159.74	Pick-up/2139 R101671-16
Glen Alan Carey	Roll back tax correction - Adjustment \$314.84	Pick-up/2226 R-94798-16 R-102009-17 R-109255-18
Edward A. Rosa, Sr.	Foreclosure Fee \$234.00	Pick-up/2225 R-110596-18
Camden Crossing Property Owners	Value Correction - Adjustment \$427.30	Pick-up/2225 R-111558-18
Camden Crossing Property Owners	Value Correction - Adjustment \$410.21	Pick-up/2225 R-104273-17
Camden Crossing Property Owners	Value Correction - Adjustment \$393.13	Pick-up/2225 R-97051-16
Camden Crossing Property Owners	Value Correction - Adjustment \$393.13	Pick-up/2224 R-89889-15
Robert Bautista	House destroyed by Fire - Release \$676.93	Pick-up/2224 R-113736-18
Camden Crossing Property Owners	Code enforcement - grass cutting \$225.00	Pick-up/2064 R-111558-18
Camden Crossing Property Owners	Code enforcement - grass cutting \$300.00	Pick-up/2064 R-111558-18

# E. Refunds Over \$100 – July 2019

REFUNDS OVER \$100.00						
Refunds	Remit To:	Reference	Transaction Date			
\$748.55	Twiford Law Firm P.O. Box 669 Moyock, NC 27958	PIN: R01-7090-00-88-9284-0000 Paid taxes in error. Beingpa by the mortgage Co.				
\$748.55	TOTAL					
Submitted by Ex	Sa S. Anderson, Tax Admini	Date 8-8-19 strator Camden County				
Approved by G.	Tom White, Chairman Camden	Date 9-11-19 County BOard of Commissioners				

# F. Refunds Over \$100 – August 2019

ACS Tax System 9/03/19 9:05:46	REFUNDS OVER \$100.00 Refunds to be Issued by Finance Office	CAMDEN COUNTY	Page	1
Refund\$ Remit To: 393.13 CAMDEN CROSSING PROPERT P.O. BOX 110 SHAWBORO NC	Reference: Drawer/Transaction In 2015 R 02-8935-02-89-7815.0000 20190903 99 246770 value correction	fo:		
393.13 CAMDEN CROSSING PROPERT P.O. BOX 110 SHAWBORO NC	Y OWNER 2016 R 02-8935-02-89-7815.0000 20190903 99 246771 value correction 27973			
786.26 Total Refunds		***		
Submitted by Jion S Anderson, Tax A	Date 9-3-19			
Approved by G. Told White, Chairman Co	Date 9-11-19  amden County Board of Commissioners			

# G. DMV Monthly Report

# STATE OF NORTH CAROLINA

# COUNTY OF CAMDEN

TO: The Tax Administrator of Camden County October Renewals Due 11/15/19

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of the Tax Administrator and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon personal property of the respective taxpayers in the County of Camden, and this order shall be a full land 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 15,307.78

COURTHOUSE 18,083.29

SHILOH

TOTAL

Witness my hand and official seal this ______day of __September 2019

in, Camden County Board of Commissioners

Attest:

ssioners of Camden Cou

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

Tax Administrator of Camden County

# H. Surplus Property Request

Department	Item	Disposal Method	Reason
JCPC	Dell Desktop	GovDeals	No longer needed
JCPC	Lenovo Laptop	GovDeals	No longer needed
Planning	2007 Durango SLT 4x4	GovDeals	Replaced
Elections	Lexmark Printer	GovDeals	Replaced

- I. Proposed County Logo & Tag Line Moved to Other Matters on agenda for discussion
- Resolution 2019-09-01 Opposing Proposed Amendment 2 of the Southern Flounder Fishery Management Plan



### Resolution 2019-09-01

# RESOLUTION OPPOSING PROPOSED AMENDMENT 2 OF THE SOUTHERN FLOUNDER FISHERY MANAGEMENT PLAN

WHEREAS, the Canden County Board of Commissioners is aware that the members of the Carteret County Marine Fisheries Board is knowledgeable of relevant issues that would have a detrimental effect on the County's recreational and commercial fishermen; and

WHEREAS, members of Carteret County Marine Fisheries Advisory Board, some of whom are recreational fishermen and head boat operators familiar with the fishery of North Carolina, are greatly concerned about the proposed Amendment 2 of the Southern Flounder Fishery Management Plan; and

WHEREAS, the Camden County Board of Commissioners supports the position of the Carteret County Marine Fisheries Board concerning the proposed Amendment 2 based in part on the following:

- Southern flounder supports North Carolina's most economically important commercial finfish fishery and is an important recreational fishery in estuarine
- The proposed Amendment 2 recommends a 62% reduction in fishing mortality
  the first year that includes the fall of 2019 and a 72% reduction the next year which
  will have devastating impacts to the fishing economies of Camden County;
- The Division of Marine Fisheries and the MFC have decided to pursue an
  accelerated timeline for adoption of Amendment 2, and have chosen fishing
  reduction goals that are not practicable or reasonable;
- The 10-year overfishing stoppage requirement where the biology of the particular fish, environmental conditions or lack of sufficient data are incompatible with professional standards for fisheries management;
- The stock assessments of southern flounder dated January 2017 and 2019 are technically sound and were peer-reviewed in a public setting by an outside group of reputable scientists;
- Commercial fishing efforts have been substantially reduced the last 18 years, with gill net yardage reduced, allowable fishing days reduced, reducing the number of

hours gill nets can be fished. From 2003 to 2015, we went from 1,000 to 300-pound nets – a 70% reduction, and completely closing fish areas;

- A high degree of uncertainty exists in the stock assessment including: (1) the lack of a comprehensive fishery independent index, (2) a lack of data for the offshore southern flounder component that are mostly older adult fermles, (3) a weak relationship between the spawning stock and the recruits they provide, (4) the unpredictable occanic conditions where southern flounder spawn, (5) interannual variation in recruitment i.e., juveniles, and (6) a recent study by North Carolina State University that indicated environmental conditions may cause changes in the proportions of males and females that further complicate the management of this species;
- The DMF and MFC used 2017 (termed the terminal year) "removals" to achieve reductions. Fisheries experts recognize that the terminal year estimates contain the most uncertainty. The DMF could have used an average of the most representative years;

WHEREAS, these issues provide evidence that pursuing an accelerated version of an FMP Amendment, that was adopted after the 1997 Fisheries Reform Act (FRA), does not abide by the 10-year overfishing stoppage requirements of the FRA to develop sound management strategies for the conservation of southern flounder; and

WHEREAS, the Canden County Board of Commissioners supports management of southern flounder that incorporates the whole body of available evidence and considers the biology of the fish, environmental conditions, prior management actions, and uncertainties about the data;

NOW THEREFORE BE IT RESOLVED that the Camden County Board of Commissioners reaffirms its unwavering commitment to North Carolina's fishing industry by supporting the position of the Carreet County Marine Fisheries Board and strongly opposes Amendment 2 or any other action that would cause continued harm to the County's recreational and commercial fishermen.

This, the  $9^{\text{th}}$  day of September 2019.

Tom White Com om White, Chairman Camden County Board of Commissioners

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

# K. DHHS Request - Operation Santa Claus Project

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

KODY KINSLEY • Deputy Secretary for Behavioral Health & IDD HELEN WOLSTENHOLME • DSOHF Director MARSHA MEADOWS · Center Director

ROY COOPER · Governor MANDY COHEN, MD, MPH · Secretary

August 9, 2019 Camden County Commissioners P. O. Box 190 Camden, NC 27921

As fall approaches, Caswell Developmental Center is busy planning for the upcoming Christmas season. We are, once again, seeking support for our Operation Sunia Claus Project from the County Commissioners. We are requesting the amount of \$75.00. A successful project ensures that every individual who lives at the Center will receive \$75.00 worth of gifts on Christmas morning. Pilling the Christmas wishes of all 298 residents including I resident from Camden County is quite an undertaking for the Volunteer Services Department. We are confident with the support of your County Commissioners the Operation Santa Claus Project will again be successful.

Caswell Developmental Center has been enhancing the quality of life for persons with intellectual and developmental disabilities and their families since opening its doors in 1914. We look ferward to continuing our tradition of spreading Christmas cheer and hope the you will join us by contributing to our 2019 Operation Santa Claus Project by making a check payable to Caswell Center Foundation for OSC. Thank you for you time and consideration of this request

Danill Hours

Danielle Howell, Director Volunteer Services Department

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES . CASWELL DEVELOPMENTAL CENTER 2415 West Vernon Avenue Kinston, NC 28504 COURIER 01-21-04 www.ncdhhs.gov • TEL: 252-208-4222 • FAX: 252-208-4238

Commissioner Garry Meiggs offered a motion to pull *Item I – Proposed County Logo & Tag Line* from the Consent Agenda for discussion and approve the Consent Agenda as amended.

RESULT: PASSED [UNANIMOUS]
MOVER: Garry Meiggs, Commissioner

**AYES:** White, Krainiak, Meiggs, Riggs, Munro

# ITEM 10. COUNTY MANAGER'S REPORT

County Manager Ken Bowman included the following in his report:

- M.B. Kahn Construction presentation on the school facility study September 16, 2019; 6 PM at the Library
- Special Election September 10, 2019
- 9/11 Ceremony September 11, 2019; Courthouse Lawn; Moment of Silence, 8:46 AM
- Next Board of Commissioners Meeting October 7, 2019
- Hurricane Dorian Situational Update

# ITEM 11. COMMISSIONERS' REPORTS

Chairman White expressed appreciation to the electric company employees who worked long hours to get power restored to the area in a timely manner.

Commissioner Meiggs expressed appreciation to the South Mills Volunteer Fire Department for their efforts during the hurricane.

Chairman Riggs expressed appreciation to all the first responders who worked and served in various capacities during the storm.

# ITEM 12. INFORMATION, REPORTS & MINUTES FROM OTHER AGENCIES

The following items were provided for information purposes:

- A. YTD Sales Tax Revenue Collections
- B. Register of Deeds Report
- C. JCPC Meeting Minutes
- D. Library Report

# ITEM 13. OTHER MATTERS

Moved From Consent Agenda: I. Proposed County Logo and Tag Line

Commissioner Meiggs stated that to his recollection the logo was not brought to the Board for a vote. Therefore, the logo and tag line should not have been changed without approval from the Board. Commissioner Meiggs does not believe the tag line 'Boundless Opportunities' fits Camden County.

County Manager Ken Bowman stated that the decision to change the logo took place through the Administration Office and that the logo had been sent to the Board members informally in June for review and approval. The logo and tag line were designed by Emery Advertising in an effort to assist with County branding and marketing. It was Mr. Bowman's recommendation that the logo be approved as presented.

# Motion to approve the logo as presented.

RESULT: PASSED [4-1]

MOVER: Randy Krainiak, Commissioner AYES: White, Krainiak, Riggs, Munro

**NAYS:** Meiggs

# ITEM 14. ADJOURN

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

# Motion to adjourn.

RESULT: PASSED [UNANIMOUS]
MOVER: Garry Meiggs, Commissioner

**AYES:** White, Krainiak, Meiggs, Riggs, Munro

Chairman White adjourned the meeting of the Board of Commissioners at 8:42 PM.

Tom White, Chairman
Camden County Board of Commissioners

ATTEST:

Karen M. Davis, NCCCC

Clerk to the Board of Commissioners