

**Camden County Board of Commissioners**  
**September 6, 2022**  
**Regular Meeting – 7:00 PM**  
**Camden Public Library Boardroom**  
**118 Hwy 343 North**

**MINUTES**

A Regular Meeting of the Camden County Board of Commissioners was held on September 6, 2022 in the boardroom of the Camden Public Library in Camden, North Carolina.

**CALL TO ORDER**

The meeting was called to order by Chairman Ross Munro at 7:00 PM. Also Present: Vice-Chair Tiffney White, Commissioners Tom White, Clayton Riggs and Randy Krainiak. Administration Staff Present: County Manager Erin Burke and Clerk to the Board Karen Davis.

**INVOCATION & PLEDGE OF ALLEGIANCE**

Rev. William Sawyer gave the invocation and the Board led in the Pledge of Allegiance.

**ITEM 1. CONSIDERATION OF AGENDA**

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

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tom White
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

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

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

**ITEM 3. PUBLIC COMMENTS**

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Kay Banks included the following in her remarks to the Board:

- Opposition to the purchase of property on Highway 158 for the new high school site.
- Concerns in regard to overdevelopment (Keeter Barn Landing, Wharf Landing – Phase II, Camden Plantation, South Mills Landing, a total of 2,500 potential dwellings)
- The purchase of 987 acres of farmland (*The Ponderosa*) that borders Highway 17 North and extends to the Currituck County Line that could potentially add to further development.
- The impact of development to County services such as water/sewer, emergency services, solid waste and especially schools.
- Proceed with moving forward on the new high school.
- Concerns in regard to the UDO and its impact on growth in the County.
- Place a moratorium on development to relieve the overburden on the schools until the new school is built.

Travis Elmore spoke in opposition to the purchase of property on Highway 158 as a possible site for the new high school.

Chairman Munro clarified that at the August meeting the property on Highway 158 was voted down and no longer under consideration for the new high school and that the only piece of property under consideration for the new high school is the site adjacent to the current school site on 343.

Mr. Elmore added that the Board should move forward on the new school with urgency and he agreed with Mrs. Banks' remarks.

Chairman Munro stated that the Board follows the rules and the laws provided by the state and that a moratorium cannot be set on development. He stated that individuals have a right to buy property and do with it as they see fit as long as the laws of the State and the County UDO are followed. Mr. Munro issued a challenge to the citizens to

convince farmers to designate portions of land as Conservation for the development of a green belt within the county.

Jason Banks issued a challenge to the commissioners to change the UDO to decrease density in development throughout the county, which would in turn increase green space.

Chairman Munro responded that the UDO creates different spaces throughout the county which in turn creates areas that are greater in density, as well as areas that have less density. He maintained that everyone should have the right to come to Camden County, not just those who can afford 10-acre lots.

Mr. Banks urged the Board to look at areas where the UDO can be changed to prevent continued overburden on the County.

#### **ITEM 4. PRESENTATIONS**

##### **A. Employee Recognition – Beverly Fonville**

Staff reaching milestone employment anniversaries were presented with service year pins.

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

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

Public Comments – None

Consideration of the Agenda

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

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Clayton Riggs
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

#### **New Business**

##### **A. Monthly Report – Chuck Jones**

South Camden Water & Sewer Board Monthly Work Order Statistics Report Period: July 2022				
	Submitted Work Orders	Completed Work Orders	Percentage Completed	Status of Uncompleted Work Orders
Water/Distribution	120	120	100%	0
Sewer/Collection	1	1	100%	0

New Services installed:

Locates:

Water Line: 73

Sewer Line: 13

Water & Sewer, same ticket: 11

Hydrant flow test: 0

Public Works Director Notes/Comments:

Ten work orders have been reviewed for accuracy.

Water treated at the water treatment plant in July: 16 539 150 gallons

Daily average water usage for July: 533 521 gallons

Current treatment capacity at the water treatment plant: 720 000

Water line break 7-7-2022 Upton and Mandy Ln: 16-inch line from the water plant split. Eastern Carolina Construction completed repairs. The county bought 98,000 gallons of water from Elizabeth City.

Water line break 7-17-2022 North 343: 14-inch water line that serves the north end of the county broke. Repairs were made by staff with the assistance of South Mills Water and Currituck County. Water loss of approximately 4000,000 gallons.

**2022 High Service Pump Flows**

Month	Monthly Total	Average Daily Use
January 2022	13,953,480	.450,112
February 2022	12,060,970	.430,749
March 2022	15,633,430	.504,304
April 2022	15,880,820	.529,361
May 2022	17,173,570	.553,986
June 2022	17,025,900	.567,530
July 2022	16,539,150	.533,521
August 2022		
September 2022		
October 2022		
November 2022		
December 2022		
Yearly Totals		

**2022 SMWA USAGE**

Date	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	144,900	172,000	140,200	153,634	279,000	194,300	202,100					
2	144,900	139,600	125,000	153,633	185,300	173,600	202,100					
3	159,600	151,000	130,600	153,633	170,500	195,134	202,100					
4	161,500	162,167	149,000	161,200	139,000	195,133	183,900					
5	131,500	162,167	149,000	153,700	139,000	195,133	158,800					
6	136,200	162,167	149,000	124,800	148,434	177,100	163,000					
7	130,734	46,500	143,600	141,800	148,433	178,700	24,600					
8	130,733	35,800	144,900	149,000	148,433	156,600	118,567					
9	130,733	32,300	120,400	149,000	150,100	196,000	118,567					
10	66,220	35,300	153,900	149,000	155,900	185,434	118,567					
11	34,500	36,634	138,434	145,000	139,600	185,433	165,800					
12	25,500	36,633	138,433	149,300	133,800	185,433	157,100					
13	129,800	36,633	138,433	146,500	159,067	190,200	147,300					
14	41,467	138,500	146,600	135,300	159,067	163,600	158,500					
15	41,467	140,500	95,600	163,100	159,067	161,000	135,533					
16	41,466	131,000	202,400	163,100	175,600	145,000	135,533					
17	4,280	35,300	138,100	163,100	168,000	204,300	135,533					
18	40,300	3,844	149,700	142,600	191,700	204,300	0					
19	105,400	3,843	149,700	141,200	181,000	204,300	214,400					
20	109,000	3,843	149,700	136,700	221,700	193,200	144,700					
21	156,234	38,200	140,500	132,400	221,700	187,600	164,000					
22	156,233	40,500	142,100	180,700	221,700	136,000	196,867					
23	156,233	165,900	121,500	180,700	191,400	131,900	196,867					
24	139,400	133,500	118,400	180,700	156,300	184,834	196,867					
25	126,300	136,634	150,334	178,800	137,100	184,833	162,800					
26	145,200	136,633	150,333	160,600	146,900	184,833	170,500					
27	87,590	136,633	150,333	145,500	164,367	164,700	139,300					
28	151,867	138,000	142,400	161,500	164,367	171,000	157,900					
29	151,867		136,300	139,650	164,367	178,400	173,233					
30	151,866		122,600	139,650	231,900	210,600	173,233					
31	166,100		148,200		196,500		173,233					
TOTAL	3,499,090	2,591,731	4,375,700	4,575,500	5,349,302	5,418,600	4,791,500					
Average	112,874	92,562	141,152	152,517	172,558	180,620	154,565					
Maximum	166,100	172,000	202,400	180,700	279,000	210,600	214,400					

SOUTH CAMDEN WATER & SEWER DISTRICT MONTHLY WATER REPORT													
month	active meters	work orders	locates	new serv	gallons sold	tap fees	total collected	gallons sold	sewer collected	sewer cust	gallons collected	sewer collected	sewer cust
					meters			meters	Core	Core	meters	S. Mills	S. Mills
					water			sewer			sewer		
								Core			S. Mills		
2021													
January	2,229	102	107	1	14,409,048	\$8,000.00	\$129,184.92	527,020	\$7,987.76	54	291,760	\$3,098.79	88
February	2,232	87	108	3	12,472,543	\$28,000.00	\$160,585.13	551,050	\$8,593.99	54	228,970	\$3,738.52	89
March	2,240	86	152	1	12,047,251	\$12,000.00	\$150,411.28	503,510	\$8,656.06	54	208,440	\$3,597.83	89
April	2,251	65	139	5	14,759,968	\$66,833.00	\$192,635.30	565,960	\$9,257.62	54	201,240	\$3,348.69	89
May	2,256	88	115	2	15,271,509	\$4,000.00	\$141,268.11	617,470	\$9,195.13	54	322,120	\$3,572.33	90
June	2,261	101	92	2	15,376,790	\$4,000.00	\$153,214.83	523,050	\$9,215.37	54	261,700	\$3,274.74	89
July	2,272	87	104	0	14,246,240	\$98,967.00	\$243,922.11	500,330	\$9,368.09	54	236,290	\$3,936.63	90
August	2,276	89	125	4	17,838,990	\$4,000.00	\$139,706.73	531,930	\$7,445.29	54	455,480	\$4,238.87	90
September	2,283	120	92	3	13,813,320	\$16,000.00	\$174,303.27	619,170	\$7,978.48	54	418,660	\$3,268.90	90
October	2,287	95	81	0	14,815,201	\$0.00	\$127,114.75	1,196,860	\$9,904.44	54	315,360	\$3,746.87	90
November	2,293	72	39	2	13,763,517	\$3,500.00	\$145,643.68	770,130	\$16,643.68	54	264,430	\$6,370.61	90
December	2,298	86	58	0	13,930,906	\$0.00	\$145,160.49	761,500	\$12,600.22	54	286,870	\$4,002.82	89
2022													
January	2,298	90	108	0	13,739,659	\$4,000.00	\$136,306.83	555,880	\$11,704.03	55	244,676	\$3,781.90	89
February	2,299	108	82	0	12,108,415	\$2,500.00	\$135,512.42	589,080	\$9,851.08	55	234,674	\$3,980.47	89
March	2,275	90	77	1	12,047,251	\$65,667.00	\$194,073.56	503,510	\$7,234.28	54	237,641	\$3,557.94	87
April	2,320	82	91	5	22,574,098	\$8,000.00	\$117,609.55	716,960	\$10,988.75	54	257,949	\$3,588.01	88
May	2,328	95	71	1	13,617,980	\$16,000.00	\$160,306.33	674,480	\$13,045.03	54	269,770	\$3,335.55	89
June	2,334	126	91	2	16,466,975	\$35,700.00	\$166,905.67	624,410	\$8,810.69	56	267,930	\$3,404.49	88
July	2,339	121	97	1	16,136,579	\$500.00	\$142,712.18	542,530	11,113.40	56	253,630	\$3,135.85	91

SOUTH CAMDEN WATER & SEWER BOARD										
MONTHLY WATER STATISTICS REPORT										
Date	Work Orders Submitted	Percentage Complete	Uncompleted	Water / Distribution	Sewer / Collection	Water Locates	Sewer Locates	Water / Sewer Locates	Hydrant Flow Test	New Svc Installed
2021										
July	87	100%	0%	85	2	83	14	7	0	0
August	89	100%	0%	88	1	105	19	1	0	2
Sept	120	100%	0%	119	1	77	15	0	0	3
Oct	95	100%	0%	93	0	64	15	2	0	0
Nov	72	100%	0%	72	0	37	0	2	0	2
Dec	86	100%	0%	85	1	43	8	7	0	0
2022										
Jan	90	100%	0%	89	1	96	6	6	0	0
Feb	108	100%	0%	108	0	73	5	4	0	0
March	90	100%	0%	89	1	64	7	6	0	1
April	82	100%	0%	81	1	74	13	4	0	5
May	95	100%	0%	94	1	58	11	2	0	1
June	127	100%	0%	126	1	87	8	4	0	2
July	121	100%	0%	120	1	73	13	11	0	1

Commissioner Riggs stated the importance of hydrant flow testing. Mr. Jones responded that testing will begin soon.

Chairman Munro requested that maps be updated to include current placement and location of hydrants.

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

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tiffany White
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffany White, Randy Krainiak

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

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Clayton Riggs
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffany White, Randy Krainiak

The Chairman adjourned the South Camden Water & Sewer Board of Directors and reconvened the Board of Commissioners.

## ITEM 5. PUBLIC HEARINGS

### A. Zoning Map Amendment – Amber Curling

#### Motion to open the public hearing for a zoning map amendment.

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tom White
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffany White, Randy Krainiak

Waverly Sawyer has requested a zoning map amendment for approximately 1 acre from the Highway Commercial Zoning District to the Neighborhood Residential Zoning District. The 1-acre parcel at 872 NC Hwy 343 is located in the South Mills Township.

The proposed zoning change is consistent with the CAMA Future Land Use Map, which has the majority of the property identified as Low Density Residential.

The proposed zoning change is inconsistent with the County's Comprehensive Future Land Use Map which identifies the parcels as Rural Preservation.

The neighborhood meeting was held on April 12, 2022. On August 17, 2022 the Planning Board unanimously recommended approval of the rezoning request.

<p style="text-align: center;"><b>STAFF REPORT</b></p> <p style="text-align: center;"><b>UDO# 2022-08-10</b></p> <p style="text-align: center;"><b>Zoning Map Amendment</b></p> <p style="text-align: center;"><b>for Sawyer Property on HWY 343 N</b></p>																
<p><b>Project Information:</b></p> <p><b>File Reference:</b> 2022-08-10</p> <p><b>Project Name:</b> N/A</p> <p><b>PIN:</b> 01-8907-00-43-8620-0000</p> <p><b>Applicant:</b> Waverly M. Sawyer</p> <p><b>Address:</b> 117 Ilwaco Drive Camden, NC, 27921</p> <p><b>Phone:</b> 252-202-2882</p> <p><b>Email:</b> waverly702@gmail.com</p> <p><b>Agent for Applicant:</b> same as above</p> <p><b>Address:</b> same as above</p> <p><b>Current Owner of Record:</b> Waverly M. Sawyer and Linda B. Sawyer</p> <p><b>Meeting Dates:</b> April 12, 2022 <b>Neighborhood Meeting</b> August 17, 2022 <b>Planning Board Meeting</b></p>	<p><b>Application Received:</b> August 10, 2022</p> <p><b>By:</b> Amber Curling, Planning</p> <p><b>Application Fee paid:</b> Waived</p> <p><b>Completeness of Application:</b> Application is generally complete</p> <p><b>Documents received upon filing of application or otherwise included:</b></p> <p>A. Rezoning Application</p> <p>B. Deed</p> <p>C. GIS Aerial, Current zoning, Comprehensive Plan Future Land Use and CAMA Land Use Plan Suitability Maps</p> <p>D. Neighborhood Meeting Comments</p> <p>E. Zoning Comparison: Highway Commercial (HC) to Neighborhood Residential (NR)</p>															
<p><b>Request:</b> Waverly Sawyer is requesting a Zoning Map Amendment per Article 151.2.3.30 of the Unified Development Ordinance for approximately 1 plus acres from Highway Commercial (HC) to Neighborhood Residential (NR) zoning district.</p> <p><b>Location Description:</b> The 1-acre parcel is located at 872 NC Hwy 343 N. The parcel ID for 872 Hwy 343 N is 01-8907-00-43-8620-0000. The parcel is located in South Mills Township.</p>																
<p><b>Rezoning from Highway Commercial Zoning District (151.3.6.5):</b></p> <p>The Highway Commercial district is applied to lots along the County's major roadways (e.g., US 158, US 17, NC 34, and NC 343) and is intended for automobile-oriented commercial development as well as large floorplate commercial uses and uses that require or generate truck traffic. The district also accommodates agricultural and institutional uses as well as higher density residential uses with a special use permit. New development in the HC district is grouped and configured to ensure regular lateral vehicular and pedestrian access along major transportation routes as a means of establishing a well-connected transportation system. New development is configured to maintain high visual quality along the major roadway, or is fully screened from view. Sufficient spacing and screening is included along lot lines shared with adjacent residential zoning districts to ensure compatibility. New commercial and multi-family developments in the district are subject to the design standards in Article 151.5 Development Standards.</p> <p><b>Rezoning to Neighborhood Residential Zoning District (151.3.5.5)</b></p> <p>The Neighborhood Residential (NR) district serves as a transition district from the rural and suburban portions of the County to areas proximate to village centers and major commercial corridors. The district is intended to accommodate single-family detached homes in a neighborhood setting at moderate densities. Mobile and manufactured homes on individual lots, conservation subdivisions, and agricultural uses are limited in order to preserve the district's neighborhood character. Manufactured homes are not allowed on lots within 5,280 linear feet of a village center boundary. The district's 40,000-square-foot minimum lot area may be reduced when lots are within one mile of a designated village center boundary and served by public sewer. District regulations discourage uses that interfere with the development of residential neighborhoods or that are detrimental to the district's single-family detached neighborhood character.</p>																
<p><b>SITE DATA</b></p> <p><b>Size of Lots:</b> Approximately 1 plus acre</p> <p><b>Flood Zone:</b> X</p> <p><b>Zoning District(s):</b> Highway Commercial (HC)</p> <p><b>Existing Land Uses:</b> Residential</p>																
<p><b>Adjacent Zoning &amp; Uses:</b></p> <table border="1"> <thead> <tr> <th></th> <th>Northeast</th> <th>Northwest</th> <th>Southwest</th> <th>Southeast</th> </tr> </thead> <tbody> <tr> <td><b>Zoning</b></td> <td>Working Lands (WL)</td> <td>Highway Commercial (HC)</td> <td>Working Lands (WL)</td> <td>Working Lands (WL)</td> </tr> <tr> <td><b>Use</b></td> <td>Farmland</td> <td>Farmland</td> <td>Farmland Residential Lot</td> <td>Farmland</td> </tr> </tbody> </table>			Northeast	Northwest	Southwest	Southeast	<b>Zoning</b>	Working Lands (WL)	Highway Commercial (HC)	Working Lands (WL)	Working Lands (WL)	<b>Use</b>	Farmland	Farmland	Farmland Residential Lot	Farmland
	Northeast	Northwest	Southwest	Southeast												
<b>Zoning</b>	Working Lands (WL)	Highway Commercial (HC)	Working Lands (WL)	Working Lands (WL)												
<b>Use</b>	Farmland	Farmland	Farmland Residential Lot	Farmland												
<p><b>Proposed Use(s)</b> – The proposed use is residential.</p> <p><b>History of property:</b></p> <p>Ordinance No. 2019-10-01 rezoned a total of 10 acres which included the 1 plus acre parcel from Working Lands to Highway Commercial. The purpose of this rezoning was due to existing business and future plan. The 1-acre site was previously used as a business, but is currently a residential use.</p>																

Goal when Reviewing of Zoning Regulations in accordance with the Camden County Land Use Plans is to make sure the project is designed to:

- to lessen congestion in the streets;
- to secure safety from fire, panic, and other dangers;
- to promote health and the general welfare;
- to provide adequate light and air;
- to prevent the overcrowding of land;
- to avoid undue concentration of population; and
- to facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements

#### INFRASTRUCTURE & COMMUNITY FACILITIES

**Water:** Water lines are located adjacent to property along Hwy 343 N

**Sewer:** Sewer line located adjacent to property along Hwy 343 N

**Fire District:** South Mills Fire District

**Schools:** Proposed rezoning may have an impact on Schools

**Traffic:** Proposed rezoning may have on traffic

#### SPECIFIC CAMA LAND USE QUESTIONS TO CONSIDER:

##### 1. Does Camden County need more land in the zoning class requested?

In the appropriate location Neighborhood Residential (NR) zoning district works well. Neighborhood Residential Zoning represents 3.08% Camden and 1.69% in South Mills Township, 2.47% in the Courthouse Township, 5.97% in the Shaloh Township.

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

There is other land in the County which is currently zoned as Neighborhood Residential (NR) or which could be rezoned as such and not be in conflict with the CAMA Future Land Use Plan or the 2035 Comprehensive Plan. However, the surrounding properties are residential homes, farmland and church.

##### 3. Is the request in accordance with the Camden County land use plan?

The request is inconsistent with the Comprehensive and CAMA Future land use plans.

##### 4. Will the request have serious impact on traffic circulation, parking space, sewer and water services, other utilities?

The proposed zoning uses should not have an impact on all public services. The use will change from commercial to residential.

##### 5. Will the request have an impact on other county services, including police protection, fire protection or the school system?

The proposed zoning uses should not have an impact on all public services.

##### 6. Is there a good possibility that the request, as proposed, will result in lessening the enjoyment or use of adjacent properties?

All permitted uses in the requested zoning classification should not lessen the enjoyment or use of any adjacent properties.

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

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

##### 8. Does the request raise serious legal questions such as spot zoning, hardship, violation of precedents, or need for this type of use?

There does not appear to be any serious legal concerns related to spot zoning, hardship, or violation or precedents.

##### 9. Does the request impact any CAMA Areas of Environmental Concern?

The request does not impact a CAMA Area of Environmental Concern.

#### CONSISTENCY with PLANS and MAPS

##### 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 CAMA Future Land Use Map has the property identified as Low Density Residential (on lots 1 acre or greater). Neighborhood Residential (NR) zoning permits a minimum lot area of 40,000 square feet, which is less than 1 acre.

##### 2035 Comprehensive Plan

Consistent ☐ Inconsistent ☒

The County's Comprehensive Future Land Use Map (Adopted 2012) shows the parcel to be Rural Preservation. Rural Preservation promotes the continued use of working lands and protection of environmentally sensitive lands from more intense development. The Plan also states Rural Preservation to be very low residential use with a maximum density of one dwelling unit per 5-acres. The Neighborhood Residential (NR) zoning permits a minimum lot size of 40,000 square feet, which is less than 1-acre in area.

##### Comprehensive Transportation Plan

Consistent ☒ Inconsistent ☐

Property abuts NC Hwy 343 N

##### Other Plans officially adopted by the Board of Commissioners

N/A

#### Summary:

The proposed zoning map amendment is inconsistent with the 2005 CAMA Future Land Use Plan which has the property identified as Low Density Residential (on 1-2 acre lots).

The proposed zoning map amendment is inconsistent with the 2012 County's Comprehensive Future Land Use Map which has the property identified as Rural Preservation (on 5 plus acre lots).

#### Recommendation:

The Planning Board on August 17<sup>th</sup>, 2022 voted unanimously to recommend approval of the Rezoning Application.

Planning Staff supports the Planning Board recommendation for the approval of the Rezoning Application Ordinance 2022-09-01 (UDO 2022-08-10) of the 872 Hwy 343 parcel from Highway Commercial to Neighborhood Residential.

Public Comments – None.

#### Motion to close the public hearing.

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Ross Munro
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

**Motion to add the zoning map amendment to the agenda.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Ross Munro
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak





**Motion that:**

- **The requested zoning change is inconsistent with Comprehensive Future Land Use Maps which identify the property as Rural Preservation, Residential use with a maximum density of one dwelling unit per 5 acres. The requested zoning change is consistent with the CAMA Future Land use Plan which identifies the majority of the property as Low Density Residential.**

**AND**

- **To approve the Ordinance 2022-09-01 / Rezoning Application (UDO 2022-08-10) for the parcel of property located at 872 NC Highway 343 North, approximately 1.5 acres, from Highway Commercial to Neighborhood Residential. The requested zoning change is consistent with current use of the property and will bring the property in compliance with the Unified Development Ordinance.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Ross Munro
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

 <p style="text-align: center;">Ordinance No. 2022-09-01</p> <p style="text-align: center;"><b>An Ordinance Amending the Camden County Zoning Map Camden County, North Carolina</b></p> <p><b>Article I. Purpose</b></p> <p>The purpose of this Ordinance is to amend the Zoning Map of Camden County, North Carolina, which was originally adopted by the County Commissioners on December 20, 1993, and revised February 4, 2019 and subsequently amended.</p> <p><b>Article II. Amendment to Zoning Map</b></p> <p>The Official Zoning Map of Camden County, North Carolina, which was adopted on December 20, 1993, and revised February 4, 2019 and subsequently amended, is hereby amended as follows:</p> <p style="padding-left: 40px;">The parcels of property currently shown in the Camden County Tax Assessor's Office as PIN 01-8907-00-43-8620-0000 from Highway Commercial (HC) to Neighborhood Residential (NR).</p> <p><b>Article III. Penalty</b></p> <ol style="list-style-type: none"> <li>Violations of the provision of this Ordinance or failure to comply with any of its Requirements, including violations of any conditions and safeguards established in connection with grants of variances or Special Use or Conditional Use Permits, shall constitute a misdemeanor, punishable by a fine of up to five-hundred (\$500) dollars or a maximum thirty (30) days imprisonment as provided in G. S. 14-4.</li> <li>Any act constituting a violation of the provisions of this Ordinance or a failure to comply with any of its requirements, including violations of any conditions and</li> </ol>	<p>safeguards established in connection with the grants of variances or Special Use or Conditional Use Permits, shall also subject the offender to a civil penalty of one-hundred (\$100) dollars for each day the violation continues. If the offender fails to pay the penalty within ten (10) days after being cited for a violation, the penalty may be recovered by the county in a civil action in the nature of debt. A civil penalty may not be appealed to the Board of Adjustment if the offender was sent a final notice of violation in accordance with Article 151.568 and did not take an appeal to the Board of Adjustment within the prescribed time.</p> <ol style="list-style-type: none"> <li>This Ordinance may also be enforced by any appropriate equitable action.</li> <li>Each day that any violation continues after notification by the administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this section.</li> <li>Any one, all or any combination of the foregoing penalties and remedies may be used to enforce this Ordinance.</li> </ol> <p><b>Article IV. Severability</b></p> <p>If any language in this Ordinance is found to be invalid by a court of competent jurisdiction or other entity having such legal authority, then only the specific language held to be invalid shall be affected and all other language shall be in full force and effect.</p> <p><b>Article V. Effective Date</b></p> <p>This Ordinance is effective upon adoption.</p> <p>Adopted by the Board of Commissioners for the County of Camden this 6th day of September, 2022.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  <p>Ross B. Munro, Chairman Camden County Board of Commissioners</p> </div> <div style="text-align: center;"> <p>ATTEST:</p>  <p>Karen M. Davis Clerk to the Board</p> </div> <div style="text-align: center;">  </div> </div>
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**ITEM 6. NEW BUSINESS****A. Tax Report – Lisa Anderson**

<b><u>MONTHLY REPORT OF THE TAX ADMINISTRATOR TO THE CAMDEN COUNTY BOARD OF COMMISSIONERS</u></b>		
<b><u>OUTSTANDING TAX DELINQUENCIES BY YEAR</u></b>		
<b><u>YEAR</u></b>	<b><u>REAL PROPERTY</u></b>	<b><u>PERSONAL PROPERTY</u></b>
2021	198,442.61	12,309.89
2020	87,050.71	4,627.40
2019	53,160.64	2,758.53
2018	19,295.37	1,365.93
2017	12,140.74	1,809.88
2016	8,052.66	1,221.02
2015	6,661.95	689.62
2014	9,060.15	1,028.28
2013	6,527.53	4,694.65
2012	5,558.29	7,231.80

TOTAL REAL PROPERTY TAX UNCOLLECTED	405,950.65
TOTAL PERSONAL PROPERTY UNCOLLECTED	37,737.00
TEN YEAR PERCENTAGE COLLECTION RATE	99.47%
COLLECTION FOR 2022 vs. 2021	13,358.41 vs. 15,373.38
<b><u>LAST 3 YEARS PERCENTAGE COLLECTION RATE</u></b>	
2021	97.80%
2020	98.85%
2019	99.28%

<b><u>EFFORTS AT COLLECTION IN THE LAST 30 DAYS</u></b>	
<b><u>ENDING July 2022</u></b>	
<b><u>BY TAX ADMINISTRATOR</u></b>	
<u>142</u>	NUMBER DELINQUENCY NOTICES SENT
<u>39</u>	FOLLOWUP REQUESTS FOR PAYMENT SENT
<u>4</u>	NUMBER OF WAGE GARNISHMENTS ISSUED
<u>5</u>	NUMBER OF BANK GARNISHMENTS ISSUED
<u>25</u>	NUMBER OF PERSONAL PHONE CALLS MADE BY TAX ADMINISTRATOR TO DELINQUENT TAXPAYER
<u>0</u>	NUMBER OF PERSONAL VISITS CONDUCTED (COUNTY OFFICES)
<u>0</u>	PAYMENT AGREEMENTS PREPARED UNDER AUTHORITY OF TAX ADMINISTRATOR
<u>0</u>	NUMBER OF PAYMENT AGREEMENTS RECOMMENDED TO COUNTY ATTORNEY
<u>0</u>	NUMBER OF CASES TURNED OVER TO COUNTY ATTORNEY FOR COLLECTION (I.D. AND STATUS)
<u>0</u>	REQUEST FOR EXECUTION FILES WITH CLERK OF COURTS
<u>0</u>	NUMBER OF JUDGMENTS FILED



## 30 Largest Unpaid – Real

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
R	02-8921-00-19-2774.0000	12,086.44	1	NMJ PROPERTIES LLC	CAMDEN	431 158 US W
R	01-8929-00-34-2503.0000	8,338.03	1	STONEBRIAR COMMERCIAL FINANCE	SOUTH MILLS	301 JAPONICA DR
R	02-8943-01-17-4388.0000	7,745.40	1	THOMAS REESE	CAMDEN	HORSESHOE RD
R	01-7989-00-01-1714.0000	6,166.42	10	CHARLES MILLER HEIRS	SHILOH	187 C THOMAS POINT RD
R	03-8971-00-23-2253.0000	6,036.09	1	ABDOE OF CAMDEN, INC.	SHILOH	146 158 US W
R	02-8934-01-18-8072.0000	5,795.45	1	ARNOLD AND THORNLEY, INC.	CAMDEN	158 US E
R	02-8935-02-66-7093.0000	5,656.38	1	B. F. ETHERIDGE HEIRS	CAMDEN	HORSESHOE RD
R	01-7979-00-61-7358.0000	4,906.97	1	BET L LC	SOUTH MILLS	257 A OLD SWAMP RD
R	01-7999-00-62-3898.0000	4,705.66	1	MICHAEL ASKEW	CAMDEN	112 158 US W
R	02-8934-01-29-4617.0000	4,687.31	1	JAMES B. SEYMOUR ETAL	CAMDEN	168 BUSHELL RD
R	02-8945-00-41-2060.0000	4,649.77	1	LASELLS ETHERIDGE SR. HEIRS	SHILOH	172 NECK RD
R	03-8962-00-05-0472.0000	4,590.46	1	FRANK MCWILLIAN HEIRS	SHILOH	115 COOKS LANDING RD
R	03-8963-02-75-4196.0000	4,471.07	1	SHERRILL M PRICE JR	SHILOH	1330 343 HWY S
R	03-8972-00-54-4332.0000	4,328.17	1	GILBERT WAYNE OVERTON &	CAMDEN	670 343 HWY N
R	02-8916-00-39-5170.0000	4,144.46	1	DONALD RAY JONES	SHILOH	503 SAILBOAT RD
R	03-8909-00-24-8236.0000	3,948.55	1	GENE W IRBY	SHILOH	237 PALMER RD
R	03-8973-00-53-0748.0000	3,727.87	1	MORRIS L. KIGHT III	SHILOH	142 STANLEY LN
R	02-8954-00-43-8538.0000	3,614.32	1	BILLY ROSS FEREBEE	CAMDEN	104 HIGH RD
R	03-8909-00-23-4988.0000	3,268.68	1	DAVID B. KIRBY	SHILOH	238 COUNTRY CLUB RD
R	02-8934-04-72-0416.0000	3,235.88	1	PAULINE JETTE	CAMDEN	195 COUNTRY CLUB RD
R	02-8934-03-31-9750.0000	3,176.60	1	CAROLYN MCDANIEL	SHILOH	WICKHAM RD
R	03-8962-00-67-1021.0000	2,912.38	1	CECIL BARNARD HEIRS	CAMDEN	WINDY HEIGHTS DR
R	02-8943-01-06-9013.0000	2,880.21	1	TWEL H. DAVENPORT	SHILOH	352 SANDY HOOK RD
R	03-8965-00-37-4242.0000	2,853.28	1	DORA EVANS FORBES	SHILOH	169 RAYMONS CREEK RD
R	03-8961-00-68-3593.0000	2,835.12	1	EDWARD LANE MOORE	CAMDEN	LAWMS RD
R	02-8936-00-23-4750.0000	2,769.92	1	AARON DARNELL CHAMBLEE ET AL	SHILOH	HOLLY RD
R	03-8899-00-45-2582.0000	2,766.66	10	SEAMARK INC	SHILOH	100 CATALAN DR
R	03-8909-00-17-3935.0000	2,710.50	1	KARL L ADCOCK	CAMDEN	COUNTRY CLUB RD
R	02-8943-01-36-0958.0000	2,510.55	1	TABATHA LYNN HUACUZ	SHILOH	402 HORSESHOE RD
R	01-7979-00-94-6193.0000	2,423.34	1	HERSEY LYN BARBER	SOUTH MILLS	

## 30 Oldest Unpaid - Real

Roll	Parcel Number	YrsDlq	Unpaid Amount	Taxpayer Name	City	Property Address
R	01-7989-00-01-1714.0000	10	6,166.42	CHARLES MILLER HEIRS	SOUTH MILLS	HORSESHOE RD
R	03-8962-00-04-9097.0000	10	2,512.38	CECIL BARNARD HEIRS	SHILOH	NECK RD
R	03-8965-00-37-4242.0000	10	2,853.28	DORA EVANS FORBES	SHILOH	352 SANDY HOOK RD
R	03-8899-00-45-2682.0000	10	2,766.66	SEAMARK INC.	SHILOH	HOLLY RD
R	03-8952-00-95-8737.0000	10	2,151.92	AUDREY TILLET	SHILOH	171 NECK RD
R	01-7989-00-32-3510.0000	10	1,954.13	THOMAS L. BROTHERS HEIRS	SOUTH MILLS	195 BUNKER HILL RD
R	03-8943-04-93-8214.0000	10	1,892.64	L. P. JORDAN HEIRS	SHILOH	108 CAMDEN AVE
R	01-7999-00-12-8596.0000	10	1,879.21	MOSES MITCHELL HEIRS	SOUTH MILLS	165 BUNKER HILL RD
R	01-7091-00-64-6589.0000	10	1,809.51	CLARENCE D. TURNER JR.	SOUTH MILLS	STINGY LN
R	01-7080-00-62-1977.0000	10	1,157.52	SANDERS CROSSING OF CAMDEN CO	SOUTH MILLS	117 OTTERS PL
R	02-8936-00-24-7426.0000	10	851.94	BERNICE PUGH	CAMDEN	113 BOURBON ST
R	01-7989-04-60-1568.0000	10	847.68	BERNA HEIRS	SOUTH MILLS	116 BLOODFIELD RD
R	01-7989-04-60-1568.0000	10	847.68	CHRISTINE RIDDICK	SOUTH MILLS	105 BLOODFIELD RD
R	01-7090-00-60-5052.0000	10	814.52	JOE GRIFFIN HEIRS	SOUTH MILLS	117 GRIFFIN RD
R	01-7989-04-90-0938.0000	10	765.22	DORIS EASON	SOUTH MILLS	1352 343 HWY N
R	03-8909-00-24-6322.0000	10	667.69	DAVID B. KIRBY	SHILOH	499 SAILBOAT RD
R	02-8955-00-13-7846.0000	10	585.88	MARIE MERCER	CAMDEN	IVY NECK RD
R	03-8899-00-36-1568.0000	10	463.73	PETER BUTSAVAGE	SHILOH	HIBISCUS RD
R	03-8962-00-55-5300.0000	10	427.31	OCTAVIA COPELAND HEIRS	SHILOH	457 NECK RD
R	03-8980-00-61-1968.0000	10	381.59	WILLIAMSURG VACATION	SHILOH	CAMDEN POINT RD
R	03-8909-00-17-3935.0000	10	303.70	RODNEY STEVEN SPIVEY &	SHILOH	SAILBOAT RD
R	01-7090-00-95-5262.0000	10	297.16	JOHN F. SAWYER HEIRS	SOUTH MILLS	OLD SWAMP RD
R	03-8909-00-66-0120.0000	10	286.40	RANDELL CRIDER	SHILOH	SAILBOAT RD
R	03-8980-00-84-0931.0000	10	285.84	CARL TEUSCHER	SHILOH	218 BROAD CREEK RD
R	02-8936-00-25-7407.0000	10	220.95	CHARLIE RODOLPH CHAMBLEE	CAMDEN	BOURBON ST
R	03-8909-00-45-1097.0000	10	203.59	MICHAEL OBER	SHILOH	CENTERPOINT RD
R	03-8962-00-60-7648.0000	10	189.72	FRANK WRIGHT ETAL	SHILOH	WICKHAM RD
R	03-8899-00-37-0046.0000	10	149.93	ELIZABETH LONG	SHILOH	HIBISCUS RD
R	03-8909-00-17-2462.0000	10	138.36	TODD ALLEN RIGGS	SHILOH	LITTLE CREEK RD

## 30 Largest Unpaid – Personal

Roll	Parcel Number	Unpaid Amount	YrsDlq	Taxpayer Name	City	Property Address
P	0001709	1,207.54	5	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
P	0001104	1,148.60	1	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
P	0000295	1,126.07	3	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
P	0002941	1,083.89	1	BARKER'S TRUCKING, INC	SHILOH	108 SASSAFRAS LN
P	0001046	562.79	10	THIEN VAN NGUEN	SHILOH	133 EDGEWATER DR
P	0001072	534.66	10	PM BUNDY	SHILOH	105 AARON DR
P	0000297	522.02	1	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
P	0001681	504.70	10	STEVE WILLIAMS	CAMDEN	150 158 HWY W
P	0001721	457.37	1	CINDY WATO	SOUTH MILLS	106 BINGHAM RD
P	0002182	449.91	1	ACADEMI TRAINING CENTER LLC	MOYOCK	850 PUDDIN RIDGE RD
P	0001230	411.11	10	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
P	0003721	396.00	1	JIMMY'S TRUCKING & HAULING LLC	SHILOH	127 TRAPTON RD
P	0003099	392.76	1	AARON M BROWN	SHILOH	108 CHERRY BLOSSOM WAY
P	0003192	382.04	1	ROBERT JESSE-ALDERMAN HUDGINS	CAMDEN	409 343 HWY N
P	0003559	365.94	1	BENNY FARRELL TUCKER	ELIZABETH CITY	152 158 US W
P	0003405	355.61	3	JOHN R BARKER	SHILOH	108 SASSAFRAS LN
P	0001538	311.90	10	DIANE L. NOBLE	CAMDEN	431 158 US W
P	0000738	307.42	10	LESLIE ETHERIDGE JR	CAMDEN	152 158 US W
P	0003537	282.06	1	JULIE PORTER	CAMDEN	431 158 US W
P	0003208	279.87	1	NATHAN MARC SEBURA	CAMDEN	343 HWY N
P	0003075	271.52	1	RICKY W JOHNSON	CAMDEN	113 PALMER RD
P	0000945	255.21	1	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD
P	0001894	243.90	1	RAMONA F. TAZEWell	CAMDEN	238 SLEEPY HOLLOW RD
P	0001952	241.65	10	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
P	0003773	238.91	10	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 FONDEROSA RD
P	0003415	231.08	1	SEVAN NERO BARTLETT	CAMDEN	197 HERMAN ARNOLD RD
P	0002565	228.97	1	IVY MIRANDA BOGUES	CAMDEN	224 NORTH RIVER RD
P	0002592	222.92	1	STEPHANIE AUSMAN	SHILOH	204 POND RD
P	0001106	203.87	10	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST

## 30 Oldest Unpaid – Personal

Roll	Parcel Number	YrsDltg	Unpaid Amount	Taxpayer Name	City	Property Address
u	0001709	10	1,207.54	JOHN MATTHEW CARTE	CAMDEN	150 158 HWY
u	0001046	10	562.73	THIEN VAN NGUYEN	SHILOH	133 EDGEWATER DR
u	0001072	10	534.66	PAM BUNDY	SHILOH	105 AARON DR
u	0001681	10	504.70	STEVE WILLIAMS	CAMDEN	150 158 HWY W
u	0001230	10	411.11	JAMES NYE	SOUTH MILLS	101 ROBIN CT W
u	0001538	10	311.90	JEFFREY EDWIN DAVIS	CAMDEN	431 158 US W
u	0000738	10	307.42	LESLIE ETHERIDGE JR	CAMDEN	431 158 US W
u	0001694	10	241.65	THOMAS B. THOMAS HEIRS	CAMDEN	150 158 HWY W
u	0001952	10	238.91	SANDY BOTTOM MATERIALS, INC	SOUTH MILLS	319 PONDEROSA RD
u	0001106	10	203.87	JAMI ELIZABETH VANHORN	SOUTH MILLS	612 MAIN ST
u	0001827	10	148.15	KAREN BUNDY	CAMDEN	431 158 US W
u	0000295	6	1,126.07	HENDERSON AUDIOMETRICS, INC.	CAMDEN	330 158 HWY E
u	0000770	6	134.40	NARSHA GAIL BOGUES	CAMDEN	276 BELCROSS RD
u	0000385	6	121.17	MARK SANDERS OVERMAN	SHAWBORO	116 GARRINGTON ISLAND
u	0002921	5	120.68	CYNTHIA MAE BLAIN	SOUTH MILLS	122 DOCK LANDING LOOP
u	0001104	5	1,148.60	MICHAEL & MICHELLE STONE	CAMDEN	107 RIDGE ROAD
u	0000945	5	243.90	RAMONA P. TRZEWELL	CAMDEN	239 SLEEPY HOLLOW RD
u	0002442	5	200.37	GERALD WHITE STALLS JR	SOUTH MILLS	116 CHRISTOPHERS WAY
u	0002468	5	178.15	WANDA HERNANDEZ WELLS	SHILOH	104 HIGH RD
u	0002968	5	165.22	MICHAEL WILLIAM MAINELLO	SOUTH MILLS	237 KEEPER BARN RD
u	0001150	5	136.45	WILLIAM MICHAEL STONE	CAMDEN	130 MILL DAM RD S
u	0001689	5	125.28	MICHAEL WAYNE MYERS	SOUTH MILLS	107 ROBIN DR
u	0002902	4	222.92	STEPHANIE AUSMAN	SHILOH	204 FOND RD
u	0001512	4	167.69	JOHN WESLEY BURGESS, JR.	CAMDEN	431 158 USY W
u	0000297	3	522.02	ADAM D. & TRACY J.W. JONES	CAMDEN	133 WALSTON LN
u	0003559	3	365.94	BENNY FARRELL TUCKER	ELIZABETH CITY	152 158 US W
u	0003405	3	355.61	JOHN R. BARKER	SHILOH	108 SASSAFRAS LN
u	0003501	3	310.39	DIANE L. NOBLE	CAMDEN	152 158 US W
u	0003513	3	282.06	JULIE PORTER	CAMDEN	431 158 US W
u	0003075	3	255.21	PATRICK WAYNE BAUM	CAMDEN	186 B BUSHELL RD

## Motion to approve the Tax Report as presented.

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Ross Munro
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

## B. Potential Purchase of Real Property – Erin Burke

At the August 1, 2022 Board of Commissioners meeting the Board directed staff, in consultation with the County Attorney, to draft a Purchase and Sale Agreement for approximately 40 acres known as the “Sawyer Property” adjacent to the “Noblitt Tract” on North Hwy 343 for the construction of a new high school. The Board indicated the language proposed for the “158 Site” should be mirrored in this contract to include a 120-day due diligence period. Staff has prepared the contract as directed. It is important to note this is to allow the County to enter into a due diligence phase to inspect the property. This is not a contract to purchase. A public hearing will need to be held in order to decide on the purchase of the property. Staff has reviewed the proposed agreement and recommends approval.

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), made and entered into as of the \_\_\_\_ day of September, 2022 ("Effective Date"), by and between Joseph O Sawyer, by and through his lawful attorney in fact, Cheryl S. Smith, pursuant to a power of attorney duly of record in the public registry of Camden County (Seller), and THE COUNTY OF CAMDEN, NORTH CAROLINA, a political subdivision of the State of North Carolina ("Buyer").

## Recitals:

A. Seller is the owner of a certain parcel of land located on the south side of N.C. Highway 343 in Camden County, North Carolina, containing approximately 40 acres (the "Entire Parcel") as shown on the Exhibit A attached hereto and made a part hereof.

B. Seller has agreed to sell to Buyer, and Buyer has agreed to buy from Seller the above referenced 40 acres on the terms and conditions hereafter appearing.

## Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and which includes the mutual promises of the parties, the parties agree:

1. **Property.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller. The Property includes all strips, gores, easements, privileges, rights-of-way, riparian and other water rights, rights to lands underlying any adjacent streets or roads, and other tenements, hereditaments and appurtenances, if any, pertaining to or accruing to the benefit of the Property.
2. **Purchase Price.** The purchase price ("Purchase Price") for the Property is Eighteen Thousand Seven Hundred Fifty and no/100 Dollars (\$18,750.00) per acre of land (rounded to the nearest thousandth of

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an acre) in the Property as determined by the "Survey" (defined below). The Purchase Price shall be payable as follows:

- (a). \$500.00 by the earnest money "Deposit," as defined in Section 4 below, which shall be applied to the Purchase Price at the Closing; and
- (b). The balance shall be payable to Seller in immediately available funds at the Closing; and

3. **Closing.** The purchase of the Property will be closed ("Closing") on or before thirty (30) days after the last day of the "Investigation Period" (defined below). The Closing will be held at 10:00 A.M. local time in the offices of Buyer's attorney, unless otherwise agreed upon by the parties.

3. **Earnest Money Deposit.** On the first business day following the Effective Date, Buyer shall make the earnest money deposit in the amount of Five Hundred and 00/100 Dollars (\$500.00) (the "Deposit"), to be held in escrow by The Twiford Law Firm P.C. ("Escrow Agent"). If Buyer does not timely make the Deposit, then Seller may immediately terminate this Agreement by written notice to Buyer. The Deposit shall be subject to the terms set forth below:

3.1. Escrow Agent shall hold the Deposit in a non interest bearing FDIC or FSIC trust account.

3.2. The Escrow Agent shall disburse the Deposit in accordance with the terms of this Agreement.

3.3. If the Deposit has not been disbursed previously, and parties are proceeding to Closing, then the Escrow Agent shall deliver the Deposit at Closing to the settlement agent, if other than the Escrow Agent, for credit against the Purchase Price.

4. **Investigation Period.** Through 5:00 P.M. local time on the 120th day after the Effective Date (the "Investigation Period"), Buyer and Buyer's representatives shall have access to the Entire Parcel for the purpose of conducting its due diligence investigations.

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4.1. During the Investigation Period Buyer and Buyer's agents or designees shall have the right to enter the Entire Parcel for purposes of performing such investigations and other inquiries, tests and evaluations as Buyer deems reasonably necessary, including economic, legal and title analysis, securing environmental and engineering reports, determining the availability of suitable utilities, and performing such other reasonable and customary due diligence as the Buyer elects to perform. All such investigations shall be at Buyer's sole expense. Buyer's investigation shall not interfere with the existing cultivation, including harvesting.

4.2. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer, if not previously delivered, the following documents and information with respect to the Entire Parcel to the extent that they are in existence and are in Seller's possession or are readily available to Seller without any cost or expense to Seller:

4.2.1. The most recent survey;

4.2.2. Any soil reports or environmental assessments; and

4.2.3. A copy of any policy of title insurance issued in favor of Seller.

4.3. Seller makes no independent representation or warranty as to such documents except that they are true and correct copies of the materials in Seller's possession. All materials delivered to Buyer pursuant to this Agreement shall be treated as confidential by Buyer and returned to Seller in the event that Buyer does not acquire the Property; provided, however, that Buyer shall have the right to disclose such materials to Buyer's agents, employees, attorneys, consultants, investors and lenders so long as reasonable efforts are made to keep such matters confidential.

4.4. Buyer may enter the Entire Parcel for the purpose of obtaining a phase I environmental site assessment of the Entire Parcel and for conducting soil and other geo technical tests and evaluations,

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subject to the limitations set forth below. Buyer shall give Seller reasonable notice prior to entering the Entire Parcel, and Seller shall have the right to observe the testing being done. Buyer shall fill in all holes and otherwise restore the Entire Parcel after conducting such tests.

4.5. Buyer shall not perform any invasive environmental testing (e.g. a phase II environmental site assessment) without the prior written approval of Seller with due respect to its obligation not to impair existing cultivation.

4.6. Buyer shall repair any damage to the Entire Parcel caused by its investigations. Buyer agrees to indemnify and to hold Seller harmless from any loss, cost, expense or liability incurred or sustained by the claim of any person made by reason of any due diligence activities conducted by Buyer or its agents or contractors. This indemnity shall survive Closing and any termination of this Agreement.

4.7. Buyer shall have the absolute right at any time prior to the expiration of the Investigation Period (as the same may be extended) to terminate this Agreement by giving written notice to Seller, and upon such termination the entire Deposit (together with any interest but less any Escrow Agent fees) shall be paid to the Buyer, and the parties shall have no further rights, obligations or liabilities with respect to each other under this Agreement (except for Buyer's indemnity obligations that survive termination of this Agreement).

4.8. Upon Seller's request, Buyer will provide Seller with copies of all reports and other due diligence materials with respect to the Entire Parcel.

5. **Subdivision Plat.** Promptly following the execution and delivery of this Agreement, Buyer shall cause a surveyor licensed in the State of North Carolina to prepare a subdivision plat (the "Subdivision Plat") and other documents required to create the Property as a separately subdivided parcel of land. The acreage of the Property, as shown on the Subdivision Plat (rounded to the nearest one thousandth of an acre), shall, absent manifest error, be the basis for determining the Purchase Price. Seller shall have the right

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to approve the configuration and dimensions of the Property as shown on the Subdivision Plat, which approval shall not be unreasonable delayed, withheld, or conditioned. Buyer shall cause the Subdivision Plat to be approved by any applicable administrative or political process and cause it to be recorded in the office of the Camden County Register of Deeds. Seller agrees to cooperate with Buyer in the process to have the Subdivision Plat recorded and shall sign the Subdivision Plat as the landowner if required as a condition to the approval or recordation of the Subdivision Plat. Seller shall not be obligated to approve or sign any Subdivision Plat that provides for the dedication of any land without compensation deemed acceptable to Seller.

**6. Title and Survey.** Seller will convey title to the Property to Seller by Special Warranty Deed, the form of which is attached as Exhibit B.

6.1. On or before twenty days prior to the end of the Investigation Period, Buyer shall at its sole cost and expense cause a title examination to be made of the Property and shall obtain a commitment for the issuance of title insurance (the "Commitment") by a title insurance company acceptable to Buyer (the "Title Company"). The Title Company need not be the same company as the Escrow Agent, but can be any title insurance company selected by Buyer. A copy of the Commitment shall be delivered to Seller.

6.2. On or before twenty days prior to the end of the Investigation Period, Buyer shall obtain, at its sole cost and expense, a survey of the Property prepared and certified by a North Carolina licensed surveyor ("Survey"). At least two prints of the Survey shall be delivered to Seller.

6.3. Buyer shall have until twenty days prior to the end of the Investigation Period to examine the Commitment and the Survey.

6.3.1. If Buyer finds any objectionable matters in the Commitment or on the Survey (each an "Objectionable Condition"), then Buyer shall notify Seller in writing of all of such Objectionable Conditions on or before the end of the Investigation Period ("Buyer's Notice"). Copies of all documents

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evidencing each Objectionable Condition will be delivered with the Buyer's Notice. Buyer's failure to timely give the Buyer's Notice shall be deemed Buyer's acceptance of the condition of the title to the Property "as is", including all matters shown on the Commitment and Survey.

6.3.2. Within fifteen (15) days after receipt of Buyer's Notice, Seller shall notify Buyer in writing whether Seller elects to cure any of the Objectionable Conditions ("Seller's Notice"). Seller's failure to timely give the Seller's Notice shall be deemed Seller's election not to cure any of the Objectionable Conditions.

6.3.3. If Seller elects not to cure any one or more of the Objectionable Conditions, then Buyer may, prior to the expiration of the Investigation Period, terminate this Agreement and receive a refund of the Deposit. If Buyer does not terminate the Agreement, then Buyer shall be deemed to have waived the Objectionable Conditions that Seller has not elected to cure and they shall be Permitted Exceptions.

6.3.4. The following shall constitute "Permitted Exceptions":

6.3.4.1. All exceptions shown the Commitment that are not Objectionable Conditions enumerated in a Buyer's Notice.

6.3.4.2. All Objectionable Conditions enumerated in a Buyer's Notice and with respect to which Buyer has waived its objection or is deemed to have waived its objection.

6.3.4.3. All matters of record as of the Effective Date and all matters of survey that would be disclosed by an accurate survey of the Property and that are not objected to by Buyer or that are objected to by Buyer and with respect to which Buyer has waived its objection or is deemed to have waived its objection.

6.3.5. In all events, Seller shall (x) cause to be discharged at Closing the lien of all instruments securing financing obtained by Seller and (y) execute an affidavit confirming that (a) there are no rights of possession and (b) no mechanics' liens or materialmen's liens or claims have been or may be filed

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against the Property or, if Seller cannot provide such confirmation, Seller shall cause the Title Company to insure Buyer's title without any exception for mechanics' and materialmen's liens. Provided, seller shall retain the right to lease the premises, or any part, for the growing of crops up to December 31, 2022 with all rentals ongoing therefor being the sole and exclusive property of seller.

6.4. If Seller elects to cure any Objectionable Conditions, then Seller shall cure such Objectionable Conditions at or prior to Closing. If Seller elects to cure, but shall fail to cure, any Objectionable Condition at or prior to Closing, then Buyer may either (a) cure such condition itself if the Objectionable Condition is a lien or encumbrance of an ascertainable amount which can be cured by the payment of money, and deduct from the Purchase Price the reasonable costs and expenses incurred by Buyer in curing such Objectionable Condition, (b) waive the Objectionable Condition and proceed to close the transaction contemplated by this Agreement with no reduction in the Purchase Price relating to the uncured Objectionable Condition (except to the extent of liens or encumbrances of an ascertainable amount), or (c) terminate this Agreement in which case the Escrow Agent shall return the Deposit to Buyer.

6.5. Except as specifically set forth in this Agreement, Seller will permit no changes to the status of the title to the Property after the Effective Date that would be binding on Buyer without the consent of the Buyer.

#### **7. Closing Costs; Settlement Adjustments.**

7.1. Seller shall pay any North Carolina transfer tax with respect to the transfer of title to the Property.

7.2. Buyer shall be responsible for the payment of the title insurance premiums, its attorneys' fees, and the cost of recording the title instruments and the Deed of Trust, and the fees of Seller's attorney to prepare the Note and Deed of Trust.

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7.3. Seller shall be responsible for all delinquent, deferred or "roll back" real estate property taxes applicable to the Property, including any interest or penalties. All other current year real estate property taxes for the Property shall be prorated as of the date of Closing on a calendar year basis. In the event the taxes for the year of Closing are unknown, the tax proration will be based upon such taxes for the prior year and, at the request of either party, the taxes shall be re-prorated and adjusted when the tax bill for the year of Closing is received and the actual amount of taxes is known.

7.4. Seller shall be responsible for all governmental assessments confirmed as of the Closing, and Buyer shall be responsible for any such assessments or dues confirmed thereafter.

**8. Seller's Representations and Warranties.** Seller represents and warrants to Buyer that as of the Effective Date:

8.1. This Agreement has been duly executed and delivered by the Seller, constitutes the valid and binding obligation of the Seller, and is enforceable against the Seller in accordance with its terms.

8.2. To the best of Seller's knowledge, there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Entire Parcel, and Seller has received no notice of any such action.

8.3. Seller has received no notice of and to the best of Seller's knowledge there is no pending litigation involving Seller or the Property which would in any way (i) be binding upon the Buyer and materially and adversely limit the Buyer's full use and enjoyment of the Entire Parcel, or (ii) limit or restrict Seller's right or ability to enter into this Agreement and consummate the transactions contemplated under this Agreement.

8.4. Seller's attorney in fact has full power and authority to enter into the transactions set forth in this Agreement. Upon request by Buyer, Seller shall supply to Buyer a true and complete copy of the power

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of attorney as shall be reasonably necessary to provide evidence that Seller is consenting to the action of his attorney in fact in executing this document and such others as are contemplated herein.

8.5. To the best of Seller's knowledge, without independent investigation or inquiry, and except to the extent otherwise disclosed in any environmental report or study obtained by Buyer prior to Closing or in any environmental report or study delivered by Seller to Buyer prior to Closing: (a) Seller has not received written notice from any governmental authority relating to an existing violation of the Entire Parcel under any applicable environmental law; and (b) Seller has not caused, during the period of Seller's ownership of the Entire Parcel, any discharge of hazardous materials on or from the Entire Parcel in violation of any applicable environmental law.

8.5.1. The term "applicable environmental law" means any law, statute, code, rule, or regulation of the United States, the State of North Carolina, and all local governmental or regulatory authorities exercising jurisdiction over Seller or the Entire Parcel, pertaining to prohibition or regulation of hazardous or toxic wastes or materials, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Superfund Amendments and Reauthorization Act (SARA) (42 U.S.C. Section 9601, et seq.), as amended from time to time.

8.5.2. Buyer acknowledges that current or future federal, state and local laws and regulations may require the cleanup of any matters subsequently discovered on the Entire Parcel, which constitute hazardous, toxic or regulated materials, wastes or substances under applicable environmental laws at the expense of the persons who, in the past, present or future may have had or continue to have an interest in the Entire Parcel including, without limited to, current, past and future owners and users/operators including tenants of the Entire Parcel. The cost and expense of such cleanup may be substantial. Buyer acknowledges and agrees that Buyer shall look solely to the experts and professionals selected or approved by Buyer to advise Buyer with respect to the condition of the Entire Parcel and will

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not hold Seller or any brokers responsible for any environmental conditions or problems relating to the Entire Parcel or for any remediation or other cleanup activities in connection therewith, and hereby releases Seller from any such liability.

8.6. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1954 as amended.

**9. Buyer's Representations and Warranties.** Buyer represents and warrants to Seller that as of the Effective Date:

9.1. This Agreement has been duly executed and delivered by the Buyer, constitutes the valid and binding obligation of the Buyer, and is enforceable against the Buyer in accordance with its terms.

9.2. Buyer is duly organized and validly existing under the laws of the place of its formation with full power and authority to enter into the transactions set forth in this Agreement. Buyer shall provide at Closing an opinion of counsel in form and substance satisfactory to Seller that Buyer has duly authorized the execution and delivery of this Agreement and the purchase of the Property and that the person who has executed and delivered on behalf of Buyer, the Note, Deed of Trust and all other documents with respect to the transaction contemplated by this Agreement is duly authorized to do so.

#### 10. Conditions to Closing.

10.1. The obligations of the Buyer to close on its acquisition of the Property are subject to the satisfaction at or prior to Closing of the following conditions and upon each of the factual statements set forth below being true:

10.1.1. The Seller shall have performed and complied with all terms and conditions required by this Agreement to be performed or complied with by the Seller prior to or at Closing.

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10.1.2. The representations and warranties of Seller contained in this Agreement shall be true and correct on the date of Closing.

10.1.3. There shall be no encumbrances or other defects in the title to the Property other than the Permitted Exceptions.

10.1.4. The Subdivision Plat shall have been recorded.

10.2. The obligations of the Seller hereunder are subject to the satisfaction at or prior to Closing of the following conditions and upon each of the factual statements set forth below being true:

10.2.1. The Buyer shall have performed and complied with all terms and conditions required by this Agreement to be performed or complied with by the Buyer prior to or at Closing.

10.2.2. The representations and warranties of Buyer contained in this Agreement shall be true and correct on the date of Closing.

10.2.3. The Subdivision Plat shall have been recorded.

**11. Seller's Obligations at Closing.** Seller shall deliver to Buyer the following at Closing:

11.1. An executed counterpart of a settlement statement showing the Purchase Price and all credits, allocations, prorations and other financial adjustments between the parties as set forth in this Agreement ("Settlement Statement").

11.2. The executed and acknowledged Special Warranty Deed to the Property, with a legal description of the Property based on the Survey or recorded Plat.

11.3. A duly executed lien affidavit sufficient to permit the Title Company to issue its title policy without exception for unpaid laborers' and materialmen's liens and without exception for rights of possession of

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any third party, excepting on agricultural lease which shall terminate in its entirety on or before December 31, 2022.

11.4. A certificate given under penalty of perjury and on a form approved under regulations promulgated under Section 1445 of Internal Revenue Code of 1954 as amended, that Seller is not a foreign person.

11.5. Such other documents and instruments which may be necessary for the consummation of the transactions contemplated by this Agreement as may be reasonably requested by Buyer or Buyer's counsel.

**12. Buyer's Obligations at Closing.** Buyer shall deliver the following to the Seller at Closing:

12.1. An executed counterpart of the Settlement Statement.

12.2. The Purchase Price, subject to credits, allocations, prorations and adjustments as set forth in this Agreement, and minus the original principal amount of the Note to be paid by wire transfer or other immediately available funds in sufficient time to permit Seller to discharge any deeds of trust or other monetary liens against the Property on a "same day" basis.

12.3. Such other documents and instruments which may be necessary for the consummation of the transactions contemplated by this Agreement as may be reasonably requested by Seller or Seller's counsel.

**13. Risk of Loss.** Risk of loss prior to Closing shall be on Seller and Seller shall provide notice to Buyer promptly after the occurrence of any loss of or damage to the Property.

**14. Eminent Domain.** If, prior to Closing, more than five percent (5%) of the Property is taken by eminent domain, or if such condemnation proceedings are commenced, Buyer shall have the option, by written notice to Seller, to terminate this Agreement. If Buyer does not elect to terminate this

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Agreement then (i) this Agreement shall remain in full force and effect, (ii) Seller shall assign, transfer and set over to Buyer at the Closing all of Seller's right, title and interest in and to the eminent domain proceedings and any awards that may be made for such taking (including any funds which Seller may have received for such condemnation prior to Closing), and (iii) after Closing, Buyer shall be solely responsible, at its cost, for litigating any eminent domain proceedings that have not been completed prior to Closing.

**15. Brokerage Commissions.** Seller and Buyer represent and warrant each to the other that they have not dealt with any broker or realtor in connection with this transaction. Each party shall indemnify and hold harmless the other from and against any and all claims, demands or the cost and expense thereof (including reasonable attorneys' fees) arising out of any brokerage commission, fee or other compensation due or alleged to be due to any person in connection with the transaction contemplated by this Agreement based upon any agreement alleged to have been made or other action alleged to have been taken by the indemnifying party. This indemnity obligation shall survive Closing and any termination of this Agreement.

**16. Default and Remedies.**

16.1. If Seller fails to perform any of the terms and conditions of this Agreement or is otherwise in default under this Agreement, then Buyer, at Buyer's sole option and as its sole remedies, may elect to:

16.1.1. Waive the default or failure and close "as is"; or

16.1.2. Terminate this Agreement by written notice to Seller given on or before the date of Closing, in which event Buyer shall be entitled to recover the Deposit, in which case both parties shall be released from all further obligations under this Agreement except for those obligations that specifically survive termination of this Agreement; or

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16.1.3. Seek specific performance of Seller's obligations under this Agreement provided that any suit for specific performance must be filed within ninety (90) days after the date on which Seller's default is alleged to have occurred or it shall be forever barred.

16.2. If Buyer fails to perform any of the terms and conditions of this Agreement or is otherwise in default under this Agreement, then Seller, as its sole remedy, shall receive the Deposit as agreed and liquidated damages for the breach, whereupon the parties shall be relieved of all further obligations under this Agreement except for Buyer's indemnity obligations which survive termination of this Agreement.

16.3. If either party is in breach of its representations or warranties, and such breach is not disclosed by the breaching party to the other party in writing prior to Closing, then the other party shall have whatever rights or remedies are available against the breaching party at law or equity. Notwithstanding the foregoing to the contrary neither party may bring a claim of breach of representation or warranty by the other unless the party claiming the breach notifies the other party of its claims within one (1) year after the Closing.

16.4. In no event shall either party be liable to the other party for consequential or punitive damages.

16.5. In the event either party brings any legal action to enforce its rights against the other party, then the prevailing party shall be entitled to recover from the other party all legal costs (including reasonable attorneys fees at all tribunal levels) as is by law allowable.

**17. Assignment.** Neither party shall assign this Agreement without the prior written consent of the other; provided that, Buyer may assign its right to take title under this Agreement to another entity owned or controlled by Buyer or the principal owners of Buyer, but Buyer shall not be relieved of its obligations under this Agreement.

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**18. Miscellaneous.**

18.1. Property Transferred "As Is and Where Is". Subject to the Seller's representations and warranties specifically set forth in this Agreement and in the special warranty deed to be delivered at Closing: (i) it is understood and agreed that Seller has not made and is not making and specifically disclaims any warranties, representations or guarantees of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property and its suitability for any particular purpose or use; (ii) Buyer acknowledges that it is generally familiar with the Property and is a sophisticated Buyer of real estate, and that it is relying upon its own expertise and that of its consultants in purchasing the Property and that it will conduct such inspections and investigations as it deems necessary including, but not limited to, the physical and environmental conditions thereof and shall rely upon the same; and (iii) Seller shall sell and convey to Buyer, and Buyer shall accept the Property, "AS IS, WHERE IS, WITH ALL FAULTS". The terms and conditions of this provision shall expressly survive the Closing and not merge with the provisions of any closing documents, shall run with the land and shall be binding on any successors, assigns or transferees of Buyer. Neither Seller nor Buyer is liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any broker, agent, employee, servant or other person, unless the same are expressly set forth herein. Provided, if during the investigation period buyer determines, in its sole discretion, the property is not suitable for its needs, buyer may withdraw from the agreement, receive a refund of its earnest money deposit and have no further obligation to seller whatsoever.

18.2. Notices. All notices under this Agreement shall be given in writing and shall be: (a) hand delivered against a written receipt of delivery, (b) delivered to a nationally recognized overnight courier service for next business day delivery with delivery charges paid by, or billed to, the Sender, or (c) by email, provided, however, that if such notice is given by email, an original counterpart of such communication shall concurrently be sent in either the manner specified in the clause (b) above. Each such notice,

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demand or request, shall be deemed to have been given upon the earlier of (i) actual receipt or refusal by the addressee or (ii) one day after the deposit thereof with a courier if sent pursuant to clause (b) above. Notices shall be directed as follows:

**TO BUYER:**

THE COUNTY OF CAMDEN, NORTH CAROLINA

Erin Burke, County Manager

P.O. Box 190

Camden, NC, 27921

with a copy to:

John S. Morrison

The Twiford Law Firm P.C.

P.O. Drawer 99

Elizabeth City, NC, 27909

**TO SELLER:**

Cheryl S. Smith

For Joseph O. Sawyer

Notices may be given on behalf of any party by its legal counsel. Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

18.3. Knowledge. The phrases "to the best of Seller's knowledge," "to Seller's knowledge," "to Seller's actual knowledge," "Seller has no knowledge of," and similar phrases shall mean the actual, and not constructive, current knowledge of Frank T. Williams; and shall not impose any requirement upon such individual to undertake any independent investigation or inquiry.

18.4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

18.5. Entire Agreement. This instrument and any exhibits and addenda hereto contain the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein and no amendment to this Agreement shall be effective unless the same is in writing and signed by the parties hereto. There are no representations, warranties or undertakings given or made by either party hereto except as set forth herein or in any instrument delivered pursuant hereto.

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18.6. Survival. The indemnity obligations of the parties set forth in this Agreement shall survive termination of this Agreement and Closing. The representations and warranties of the parties shall survive for a period of one (1) year after Closing. All obligations of the parties which are required to be performed by a party after Closing under the terms of this Agreement, including all obligations regarding the Development Obligations, shall survive closing.

18.7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

18.8. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Agreement.

18.9. Counterpart Originals. This Agreement may be executed in separate counterparts with multiple originals. Any party may execute this Agreement electronically using an electronic signature service. This Agreement may be delivered by facsimile, email, or any other form of electronic transmission. Copies of this Agreement are acceptable as originals for all purposes.

18.10. Time. Time periods under this Agreement shall be computed by excluding the starting day and including the ending day of the period. The term "business day" shall mean any day that is not a Saturday, Sunday or a day in which the North Carolina courts or federal banks are closed. When any date for taking action does not fall on a business day, then the time for taking such action will be extended to the next business day. Time is of the essence with respect to the rights and obligations created under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and sealed as of the Effective Date.

SELLER: Joseph O. Sawyer, widower

By: Cheryl S. Smith

Attorney in Fact

BUYER: THE COUNTY OF CAMDEN, NORTH CAROLINA

By: Erin Burke, County Manager

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Exhibit A

Utilizing the Camden GIS map attached hereto, the blue outlined area is the proposed 40 acre parcel. It has approximately 605 foot of road footage on North Carolina Highway 343 North and extends east from 343 1300 ft to the drainage ditch that runs in front of the wooded block. The southern border adjoins the current high school proposed site sometimes known as the Noblitt property. In between the Noblitt property and the property described herein is a triangular tract, also adjacent to 343 belonging to the Traftons.

It is agreed and understood this description is solely for purposes of this contract of purchase and sale. A metes and bounds survey will be performed in the near future which will control over this recitation. If the survey discloses more of less than 40 acres referenced herein the contract price shall be adjusted accordingly utilizing the \$18,500.00 per acre price.

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Exhibit B

Special Warranty Deed Form

Excise Tax: Recording Time, Book and Page:

Tax Lot No.: \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_

Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_

Mail after recording to:

This instrument was prepared by:

Brief description for the index:

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_

GRANTOR GRANTEE \_\_\_\_\_

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all of that certain lot or parcel of land situated in \_\_\_\_\_ County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto.

The property hereinabove described was part of a larger tract acquired by Grantor by instrument recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County Registry.

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TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the property herein above described is subject to the following exceptions:

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This property is conveyed subject to covenants, restrictions, easements and other matters of record affecting said property and to 20\_\_\_\_ ad valorem taxes and taxes for subsequent years.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the day and year first above written.

[INSERT NAME] By: Name: Its:

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

I certify that the following person personally appeared before me this day, acknowledging to me that to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: .

Date:

Notary Public:

[Affix Notary Seal] Printed Name:

My Commission Expires:

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**Motion to approve a contract for the potential purchase of real property located on NC Highway 343 consisting of approximately 40 acres that is adjacent to the "Noblitt Tract" and currently belonging to Joseph O. Sawyer, and to authorize the County Manager, in consultation with the County Attorney, to finalize and**

sign the contract, which shall contain a due diligence period of 120 days, within which the County may withdraw from the contract without penalty.

**RESULT:** PASSED [5-0]  
**MOVER:** Tom White  
**AYES:** Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

## ITEM 7. BOARD APPOINTMENTS

A. Potentially Dangerous Dog Appeals Board – Appointment of Wallace Lee Parr

Motion to approve the appointment of Wallace Lee Parr to the Potentially Dangerous Dog Appeals Board.

**RESULT:** PASSED [5-0]  
**MOVER:** Ross Munro  
**AYES:** Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

## ITEM 8. CONSENT AGENDA

A. BOC Meeting Minutes

- July 14, 2022
- July 27, 2022
- August 1, 2022

B. Budget Amendments

2022-23-BA005  
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, 2023.

Section 1. To amend the General Fund as follows:


ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10360510-434898	Grant Funds	\$84,269.66	
<b>Expenses</b>			
105100-574400	Grant Purchases	\$84,269.66	


This Budget Amendment is made to appropriate funds from the Grant funds received to the corresponding expense line.


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

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 6<sup>th</sup> day of September, 2022.

 Clerk to Board of Commissioners

 Chairman, Board of Commissioners



2022-23-BA006  
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, 2023.

Section 1. To amend the General Fund as follows:

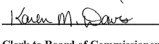
ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
51330800-437940	Trustee Revenue	\$14,300	
51330800-437950	Trustee Revenue	14,300	
<b>Expenses</b>			
518000-537940	Trustee Expense	14,300	
518000-537950	Trustee Expense	14,300	

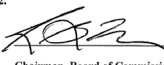
This Budget Amendment is made to appropriate funds from monies we will receive for two new trustees that have been awarded to Social Services. I did not include names for the privacy of the trustees.


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

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 6<sup>th</sup> day of September, 2022.

 Clerk to Board of Commissioners

 Chairman, Board of Commissioners





2022-23-BA007

## 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, 2023.

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

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10360621-434900	MIPPA Revenue	\$4,632.51	
<b>Expenses</b>			
106210-537510	MIPPA Expense	4,632.51	

This Budget Amendment is made to appropriate funds from monies previously received that are allowed to continue to be used in this budget year.

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

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 6<sup>th</sup> day of September, 2022.

*Karen M. Davis*

Clerk to Board of Commissioners

*[Signature]*

Chairman, Board of Commissioners



2022-23-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, 2023.

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

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
51350800-437800	Trustee Revenue	\$7,420	
<b>Expenses</b>			
518000-537800	Trustee Expense	\$7,420	

This Budget Amendment is made to appropriate funds for a trustee that will begin receiving additional funds starting in September.

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

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 6<sup>th</sup> day of September, 2022.

*Karen M. Davis*

Clerk to Board of Commissioners

*[Signature]*

Chairman, Board of Commissioners



2022-23-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, 2023.

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

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10399400-439900	Fund Balance Appropriated	\$101.29	
<b>Expenses</b>			
106210-537510	Albemarle Tideland Retiree	\$101.29	

This Budget Amendment is made to appropriate funds additional interest from the Retiree account we had to pay starting this year.

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

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 6<sup>th</sup> day of September, 2022.

*Karen M. Davis*

Clerk to Board of Commissioners

*[Signature]*

Chairman, Board of Commissioners



2022-23-BA010

## 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, 2023.

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

ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
10330510-402003	LESO Revenue	\$19,033.56	
<b>Expenses</b>			
105100-557003	LESO Expense	\$19,033.56	

This Budget Amendment is made to appropriate funds from monies previously received in the 21-22 budget year.

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

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 6<sup>th</sup> day of September, 2022.

*Karen M. Davis*

Clerk to Board of Commissioners

*[Signature]*

Chairman, Board of Commissioners



2022-23-BA011

## 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, 2022.

Section 1. To amend the General Fund as follows:

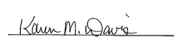
ACCT NUMBER	DESCRIPTION OF ACCT	AMOUNT	
		INCREASE	DECREASE
<b>Revenues</b>			
40399530-439900	Fund Balance Appropriated	\$62665.42	
<b>Expenses</b>			
405300-574000	Capital Outlay	\$62665.42	

This Budget Amendment is made to appropriate funds from their Fund Balance to Capital Outlay for the purchase of a new brush truck.

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

Balance in Contingency \$40,000.00

Section 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and to the Budget Officer and the Finance Officer for their direction. Adopted this 6<sup>th</sup> day of September, 2022.

  
Clerk to Board of Commissioners

  
Chairman, Board of Commissioners



### C. DMV Monthly Report

STATE OF NORTH CAROLINA

COUNTY OF CAMDEN

TO: The Tax Administrator of Camden County October, 22 Renewals Due 11/15/22

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

SOUTH MILLS	COURTHOUSE	SHILOH	TOTAL
25,830.22	35,081.99	18,371.66	79,283.87

Witness my hand and official seal this 6<sup>th</sup> day of September 2022

  
Chairman, Camden County Board of Commissioners

Attest:

  
Clerk to the Board of Commissioners of Camden County



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

  
Tax Administrator of Camden County

## D. Pickups, Releases &amp; Refunds

NAME	REASON	NO.
Morrisette Realty Group	Turned in plates - Refund	Pick-up/22945
	\$410.67	65027330
Arthur Douglas Godfrey	Turned in plates - Refund	Pick-up/22946
	\$313.55	66399282
Keith Marcellas Jones	Turned in plates - Refund	Pick-up/22948
	\$497.48	60967573
Thomas Lindon Jackson	Turned in plates - Refund	Pick-up/22950
	\$221.23	59947189
Danielle Lynn Barry	Turned in plates - Refund	Pick-up/22952
	\$265.47	61044330
James Franklin Campbell, Jr.	Vehicle overassessed - Refund	Pick-up/22955
	\$206.89	67334809
Jonathan S. Crouse	Roll back taxes - Pick up	Pick-up/22957
	\$86,506.21	R-118683-2019
		R-124051-2020
		R-131426-2021
Stacy Hicks Jackson	Turned in plates - Refund	Pick-up/22968
	\$149.42	64695749
Samantha Ingram Bundy	Turned in plates - Refund	Pick-up/22969
	\$222.46	65488719
Kimberly Diane Hamby	Turned in plates - Refund	Pick-up/22972
	\$147.54	48109949
Gwendal Michale Marchbanks	Turned in plates - Refund	Pick-up/22973
	\$173.51	53446580
Daniel Delmar Hilbert ETAL	Code Enforcement - release per Planning	Pick-up/22978
	\$375.00	R-134376-2021
Samuel Owen Jeffries	Military Exempt - Refund	Pick-up/22983
	\$275.87	66611547
Samuel Owen Jeffries	Military Exempt - Refund	Pick-up/22984
	\$249.02	63486765
Kelly Megan Baxter-Baronas	Turned in plates - Refund	Pick-up/22986
	\$115.03	41153146
Marsha Newbern Vanture	Turned in plates - Refund	Pick-up/22989
	\$235.55	67640986

## E. Refunds Over \$100

ACS Tax System 8/30/22 9:01:51	REFUNDS OVER \$100.00 Refunds to be Issued by Finance Office	CAMDEN COUNTY	Page 1
-----------------------------------	---	---------------	--------

Refund\$	Remit To:	Reference:	Drawer/Transaction Info:
150.59	KNOWLES, NOAH 119 XXY NECK ROAD CAMDEN	2021 P 0003892 overpayment	20220712 1 267185
144.18	TRENTON TWIFORD 1433 SOUTH 343 SHILOH	2019 R 03-8971-00-17-4299.0000 OVERPAID-PUT IN WRONG AMOUNT	20220630 69 267138
294.77	Total Refunds		***

Submitted by Lisa S. Anderson Date 8-30-22  
 Lisa S. Anderson, Tax Administrator Camden County

Approved by [Signature] Date 9-6-22  
 Ross Munro, Chairman Camden County Board of Commissioners



## REFUNDS OVER \$100.00



## North Carolina Vehicle Tax System

## NCVTS Pending Refund report

JULY, 22 REFUNDS OVER \$100.00

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Refund Type	Bill #	Plate	Status	Transaction	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy	Change	Interest	Total
BARRY, DANIELLE LYNN	BARRY, DANIELLE LYNN	BARRY, EDWARD JAMES JR	224 MCPHERSON RD	SOUTH MILLS, NC 27976	Proration	0061044330	JES8214	AUTHORIZED	169507950	Refund Generated due to proration on Bill #0061044330-2021-2021-0000-00	Tag Surrender	07/28/2022	8/1/2022 4:50:26 PM	1843	Tax	(\$3.02)	\$0.00	(\$262.45)
CAMPBELL, JAMES FRANKLIN JR	CAMPBELL, JAMES FRANKLIN JR	CAMPBELL, DILLON ZACKARY	138 MULLTOWN RD	SHILOH, NC 27974	Adjustment >= \$100	0067334803	JEH1410	AUTHORIZED	168239404	Refund Generated due to adjustment on Bill #0067334803-2021-2021-0000-00	Over Assessmen	07/05/2022	7/12/2022 10:38:15 AM	1843	Tax	(\$204.54)	\$0.00	(\$204.54)
GODFREY, ARTHUR DOUGLAS	GODFREY, ARTHUR DOUGLAS		127 UPTON RD	CAMDEN, NC 27921	Proration	0066399282	JFE2855	AUTHORIZED	169507780	Refund Generated due to proration on Bill #0066399282-2021-2021-0000-00	Tag Surrender	07/28/2022	8/1/2022 4:50:26 PM	1843	Tax	(\$309.98)	\$0.00	(\$309.98)
JACKSON, THOMAS LINDEN	JACKSON, THOMAS LINDEN		301 BEECHNUT AVE	SOUTH MILLS, NC 27976	Proration	0059947189	1444VN	AUTHORIZED	169507936	Refund Generated due to proration on Bill #0059947189-2021-2021-0000-00	Tag Surrender	07/28/2022	8/1/2022 4:50:26 PM	1843	Tax	(\$210.72)	\$0.00	(\$210.72)
JONES, KEITH MARCELLAS	JONES, KEITH MARCELLAS		272 MCPHERSON RD	SOUTH MILLS, NC 27976	Proration	0060967673	JES5830	AUTHORIZED	169507900	Refund Generated due to proration on Bill #0060967673-2021-2021-0000-00	Tag Surrender	07/28/2022	8/1/2022 4:50:26 PM	1843	Tax	(\$491.82)	\$0.00	(\$491.82)
MORRISSETTE REALTY GROUP LLC	MORRISSETTE REALTY GROUP LLC		115 HAVENWOOD DRIVE	CAMDEN, NC 27921	Proration	0065027330	LN2213	AUTHORIZED	169507770	Refund Generated due to proration on Bill #0065027330-2021-2021-0000-00	Tag Surrender	07/28/2022	8/1/2022 4:50:26 PM	1843	Tax	(\$406.00)	\$0.00	(\$406.00)
																		\$410.67

Submitted by Lisa S. Anderson Date 8-16-22  
 Lisa S. Anderson, Tax Administrator Camden County

Approved by Ross Munro Date 9-6-22  
 Ross Munro, Chairman, Camden County Board of Commissioners

## H. Daily Deposit Change

## Section 3 Cash Receipts &amp; Accounts Receivable

## 3-1 General

The Finance Office serves as a depository for cash receipts collected by other departments and also makes deposits for several County departments. The Cash Receipts and Accounts Receivable section is responsible for the crediting of receipts to proper revenue codes.

## 3-2 Deposits

State law requires that a deposit be made daily when monies collected add up to \$500. Departments with collections can maintain compliance with applicable state law by making deposits or by bringing their deposit to the Finance Office, no later than noon, for inclusion with the Office's daily deposit.

The deposit from the Finance Office is made daily; any deposit received after that time will be deposited the next business day. Departments that make their own deposit should forward the validated deposit slip to the Finance Office as soon as possible for credit to the appropriate revenue line item.

See below department instructions:

EACH DEPARTMENT IS RESPONSIBLE FOR SEPARATION OF DUTIES BETWEEN THOSE WHO DEPOSIT & POST PAYMENTS AND THE PERSON RESPONSIBLE TO OPEN MAIL.

## Finance Office:

Revenues received from other departments (Parks & Recreation, Senior Center, Planning, Inspections, Elections, Library and Extension) are received and deposited daily. Mail is received and opened by Human Resources or the Finance Officer, checks are stamped "For Deposit Only" and deposit is made at end of day.

## Register of Deeds:

As cash or checks are collected a duplicate cash register receipt is generated. Customer gets one and one is kept on file. Checks are stamped with "For Deposit Only" at time of receipt. The transaction, date, etc. is printed on the receipt. Collections are also recorded in a receipt log as well. When receipts amount to \$250 \$500 a deposit is made and the duplicate deposit slip is turned into the Finance Office. A report is turned into the Finance Office at the end of the month with a breakdown of the revenues. There is a \$100 change fund.

## Sheriff:

Duplicate deposit slips are turned into the Finance Office daily. Checks are marked "For Deposit Only" as received.

## Senior Center:

When fees are received they are turned into the Finance Office daily. If cash is paid, a receipt is hand written, if by check, the check is their receipt.

## Parks and Recreation:

Monies are received when they do a registration for participation. Receipts are hand written and the funds are turned into the Finance Office by the end of the day.

## Social Services:

Duplicate deposit slips are turned into the Finance Office daily. Checks are marked "For Deposit

Only" as received.

## Extension:

When funds are received they are receipted by that department and turned into the Finance Office by the end of the day.

## Library:

As fees are collected they are receipted and turned into the Finance Office weekly or by the end of the day if the amount collected exceeds \$250 is equal to \$500 or more. There is a \$50 change fund.

## Planning and Inspections:

As fees are collected they are receipted and turned into the Finance Office by the end of the day.

## Dismal Swamp Visitors Center Gift Shop:

Revenues are receipted by cash register receipt, checks marked "For Deposit Only" and deposits are made in accordance with the "Cash" Receipts Policy. Duplicate deposit receipts are turned into the Finance Office along with a breakdown report of sales and sales tax collected at the end of the month. There is an \$80 change fund.

## Elections:

When fees are collected, a receipt is written to the customer, and the funds are turned into the Finance Office by the end of the day.

## Tax Department:

Duplicate deposit slips are turned into the Finance Office daily. There is a \$300 petty cash fund which is reimbursed as needed. Checks are marked "For Deposit Only" as received.

## South Camden Water &amp; Sewer District:

Duplicate deposit slips are turned into the Finance Office daily. Checks are marked "For Deposit Only" as received.

## 3-3 Safeguarding of Assets

Every department should properly secure cash, checks and other funds until the daily deposit is made.

## 3-4 Endorsement

Checks to be deposited should be endorsed immediately with the bank deposit stamp to ensure safekeeping.

## 3-5 Returned Checks

All returned checks are sent to the Finance Office.

Collection is the responsibility of the department, which accepted the check. Each department should make a concentrated collection effort so that returned checks can be cleared from the system.

All returned checks should be charged a \$35.00 return check fee.

### § 159-32. Daily deposits.

(a) Except as otherwise provided by law, all taxes and other moneys collected or received by an officer or employee of a local government or public authority shall be deposited in accordance with this section. Each officer and employee of a local government or public authority whose duty it is to collect or receive any taxes or other moneys shall, on a daily basis, deposit or submit to a properly licensed and recognized cash collection service all collections and receipts. However, if the governing board gives its approval, deposits or submissions to a properly licensed and recognized cash collection service shall be required only when the moneys on hand amount to five hundred dollars (\$500.00) or greater. Until deposited or officially submitted to a properly licensed and recognized cash collection service, all moneys must be maintained in a secure location. All deposits shall be made with the finance officer or in an official depository. Deposits in an official depository shall be immediately reported to the finance officer by means of a duplicate deposit ticket. The finance officer may at any time audit the accounts of any officer or employee collecting or receiving taxes or other moneys, and may prescribe the form and detail of these accounts. The accounts of such an officer or employee shall be audited at least annually.

(b) The Secretary may, during an emergency declaration issued under G.S. 166A-19.20, set the amount of moneys on hand requiring daily deposits and may require deposits on less than a daily basis, provided the moneys are maintained in a secure location and deposited at least weekly. (1927, c. 146, s. 19; 1929, c. 37; 1939, c. 134; 1955, cc. 698, 724; 1971, c. 780, s. 1; 1973, c. 474, s. 27; 2017-204, s. 6.1(a); 2020-3, s. 4.28(a).)

## I. JCPC Contractor Agreement

### Independent Contractor Agreement

This Agreement entered into this 10<sup>th</sup> day of September, 2022, by and between the Board of County Commissioners of Camden County ("Camden County"), and Rick Lugo ("Contractor").

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

#### 1. Scope of Work.

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

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

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

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

#### 2. Price and Payment.

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

#### 3. Independent Contractor Relationship.

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

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

#### 4. Term.

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

#### 5. Miscellaneous.

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


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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

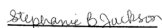
Board of County Commissioners of  
Camden County

Contractor

By:   
Chairman

By:   
Title: Teen Court Liaison

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

  
Signature of Finance Officer

#### SCHEDULE TO INDEPENDENT CONTRACTOR AGREEMENT

##### A. SERVICES AND SCOPE OF WORK:

1. Description of Services, Materials and Other Items Supplied by Contractor:  
Serve as advisor for teen court program. Recruit and train student volunteers. Oversee trials as they occur. Minimum of one meeting per month with student volunteers.

2. Geographic Areas:  
Camden County, North Carolina

##### B. PRICE OR RATES AND PAYMENT TERMS FOR SERVICES:

\$500

##### C. ADDITIONAL PROVISIONS:

## J. Trillium Landscaping Contract Agreement

NORTH CAROLINA  
CAMDEN COUNTY

#### AMENDMENT TO INTERLOCAL AGREEMENT FOR LANDSCAPING SERVICES

THIS AMENDMENT is entered into by and between **CAMDEN COUNTY** and **TRILLIUM HEALTH RESOURCES**, both political subdivisions of the State of North Carolina.

##### RECITALS

1. The parties previously entered into a written Interlocal Agreement for Landscaping services executed by both on February 8, 2022.
2. Pursuant to Section Four of the Agreement, the same may be amended only by a subsequent written and approved document.
3. At the time of execution of the original Agreement it was agreed, Trillium, would pay a yearly sum of \$3,316.00 as its one third share of landscaping services, the total sum being \$9,948.00.
4. The landscaping service retained by the parties has now raised its contract fee to \$10,584.00 effective July 1, 2022, thereby increasing Trillium's one third obligation from \$3,316.00 to \$3,528.00.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed in the initial agreement and this amendment, it is hereby agreed between the parties as follows:

A. Effective July 1, 2022, and continuing throughout the term of the original agreement, unless otherwise amended, Trillium will pay to Camden County the sum of \$3,528.00 per annum as its one third share of landscaping services.

B. All other terms and conditions of the original agreement shall remain in full force and effect.

This the 1 day of September, 2022.

CAMDEN COUNTY  
By:  (SEAL)  
Erin Burke, County Manager

TRILLIUM HEALTH RESOURCES  
By:  (SEAL)  
Joy Futrell, CEO

Contract Document ID: 20220908-0001

1

#### PRE AUDITS

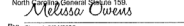
##### CAMDEN

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

  
Signature of Finance Officer

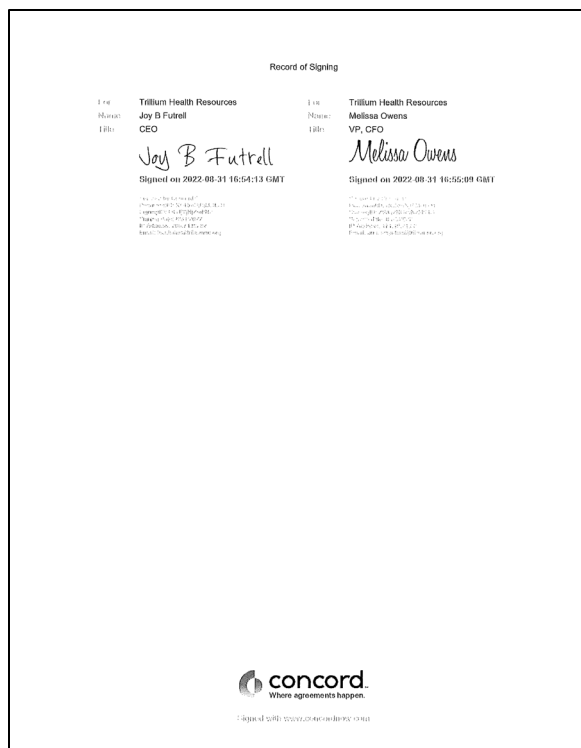
##### TRILLIUM

This instrument has been pre-audited by Trillium Health Resources  
in the manner required by the Local Budget and Fiscal Control Act,  
North Carolina General Statute 155.

By:   
Finance Officer

Contract Document ID: 20220908-0001

2



#### K. Set Public Hearing – Zoning Map Amendment Application

Orange Pumpkin LLC has requested a map amendment for approximately 97 acres from the Rural Residential (RR) zoning district to the Suburban Residential (SR) zoning district. The 97 acres is currently being used for farmland, woods and two residential sites located at 242 Keeter Barn Rd in the South Mills Township. The neighborhood meeting was held on May 11, 2022. The Planning Board on August 17<sup>th</sup>, 2022 voted 3 to 1, recommending denial of the Rezoning Application.

The proposed zoning map amendment is consistent with the 2005 CAMA Future Land Use Plan which has the property identified as Low Density Residential (on 1-2 acre lots). The proposed zoning map amendment is consistent with the 2012 County's Comprehensive Future Land Use Map which has the property identified as One to Two Acre Rural Residential.

#### L. Set Public Hearing – Preliminary Plan Application

WH Chesapeake LLC is requesting Preliminary Plan review for The Meadows at North River Crossing Major Subdivision. The proposed subdivision consists of 23 single family lots located on the west side of Sandy Hook Rd and on the north side of Ditch Bank Rd and borders the existing subdivision North River Crossing. The two parcels consisting of 28.57 acres are located in the Shiloh township.

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

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Clayton Riggs
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

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

County Manager Erin Burke included the following in her report:

- Completed One-to-One meetings with the Commissioners.
- Completed One-to-One meetings with departments heads, the Register of Deeds, and the Sheriff.
- Met with representatives from the South Mills Fire Department to discuss services.



- Met with Brain Parnell, the Emergency Management Director, to discuss Emergency Management services and debris management sites in the county. A new Emergency Management Ordinance is forthcoming and will likely be presented at the October Board of Commissioners' meeting.
- Attended the NCACC conference in Concord with Vice Chair Tiffney White and Commissioner Clayton Riggs.
- Met with finance and public works staff to discuss the status of ARPA funded capital projects.
- Attended the following meetings: Jail Board, Public Safety, Heritage Festival.
- Met with Dr. Ferrell and toured the School Facilities. Discussed immediate plans and future facilities plans.
- Drafted RFQ for completion of the Administration Complex.
- Drafted Use Policy for the Community Rooms of the Library Building. Anticipate presenting policy and fee schedule to the Board for review and approval at the October meeting.
- Worked with the County Attorney to draft the Purchase and Sale agreement for the "Sawyer Tract" on 343 adjacent to the Noblitt Tract for the construction of the new Camden High School.

Chairman Munro encouraged anyone who is interested in volunteering at the library or Senior Center to contact the County Manager. He also questioned Mrs. Burke concerning the plans of the schools in regard to facilities based on her tour of the schools with Dr. Ferrell. Mrs. Burke mentioned that when the new high school opens there will be shifting in the buildings in order to create new spaces, especially for Grandy Primary. She and Dr. Ferrell had discussed creating a working group to discuss facilities planning.

Chairman Munro stated that the Board would likely be willing to assist in acquiring portable classrooms to alleviate issues in regard to overcrowding.

#### **ITEM 10. COMMISSIONERS' REPORTS**

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Commissioner Randy Krainiak announced that the Camden Heritage Festival will be Saturday, October 8<sup>th</sup> and encouraged everyone to participate and support the event.

#### **ITEM 11. INFORMATION, REPORTS & MINUTES FROM OTHER AGENCIES**

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Provided for information only:

- A. Register of Deeds Report
- B. Library Report

#### **ITEM 12. OTHER MATTERS – Closed Session to Consider Closed Session Minutes**

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**Motion to go into Closed Session to approve Closed Session minutes.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Ross Munro
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

**Motion to approve the Closed Session minutes as presented.**

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Clayton Riggs
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

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

<b>RESULT:</b>	<b>PASSED [5-0]</b>
<b>MOVER:</b>	Tiffney White
<b>AYES:</b>	Tom White, Ross Munro, Clayton Riggs, Tiffney White, Randy Krainiak

#### **ITEM 13. ADJOURN**

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There being no further matters for discussion Chairman Munro adjourned the meeting at 8:02 PM.