



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 1

Meeting Date: 04.02.12

Presenter(s): Sharon Spencer

Title: Chairman

Agency/Dept.: Board of Commissioners

Item Title: Call to Order, Opening Prayer, Pledge of Allegiance

Attachments: No

Description: General activities to open the meeting

Times Read:

Impact on Budget: None

RECOMMENDATION: Participate

_____ A. Byrd
_____ B. Swindell
_____ D. Styron
_____ D. Tunnell
_____ S. Spencer

_____ A. Byrd
_____ B. Swindell
_____ D. Styron
_____ D. Tunnell
_____ S. Spencer

A. Byrd
B. Swindell
D. Styron
D. Tunnell
S. Spencer

Yea	Nay
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

A Prayer for Hyde County

Lord, we thank you for this beautiful day in our County, and for the rain you gave us last evening.

Thank you for the opportunity to be leaders of your people. We thank you for all the citizens, in all of our townships, who make our County great.

We ask your blessings for elected officials all over our country. We pray for our military men and women who stand bravely in harm's way for our freedom. We ask your protection for them. Lord we pray for cities, towns, and counties in our nation that are facing loss from fire, flooding, and storms. As we face turbulent times, let us be mindful of your ever presence.

And Lord, when our business has concluded at this meeting, we pray that you will give us safe travel home, and with the knowledge that having been together, we will be better elected officials and staff to those who entrust us to providing a better quality of life for them.

We give you honor and glory....In Jesus name I pray

Amen



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 2
Meeting Date: 04.02.12
Presenter(s): Sharon Spencer
Title: Chairman
Agency/Dept.: Board of Commissioners
Item Title: Consideration of Agenda
Attachments: Yes
Description: Consideration of Agenda for today's meeting

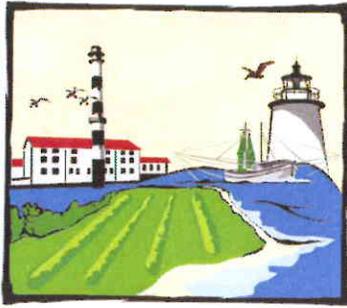
Times Read: First
Impact on Budget: None

RECOMMENDATION: Approve

____ A. Byrd
____ B. Swindell
____ D. Styron
____ D. Tunnell
____ S. Spencer

____ A. Byrd
____ B. Swindell
____ D. Styron
____ D. Tunnell
____ S. Spencer

	Yea	Nay
A. Byrd	_____	_____
B. Swindell	_____	_____
D. Styron	_____	_____
D. Tunnell	_____	_____
S. Spencer	_____	_____



Since 1712

HYDE COUNTY BOARD OF COMMISSIONERS
Monday, April 2nd, 2012 - 6 PM
Hyde County Courthouse Multi-purpose Room
30 Oyster Creek Road, Swan Quarter, NC
and the
Ocracoke School Commons Area
120 School House Road, Ocracoke, NC
AGENDA

- | | | |
|---------------|--|---------------|
| Item 1 | Call to Order, Opening Prayer | Chrm. Spencer |
| Item 2 | Consideration of Agenda | Chrm. Spencer |
| Item 3 | Approval of Minutes from March 19th, 2012 | Chrm. Spencer |
| Item 4 | Approval of Minutes from March 23, 2012 | Chrm. Spencer |

Item 5 Public Comments

The public comment period is a time for the public to make comments to the County Commissioners. Comments should be kept to three (3) minutes and should be directed to the entire board and not to an individual Commissioner, staff member or member of the public. Time for one person to speak cannot be used by another person. Comments that reflect the need for assistance are typically to a future Board meeting agenda.

PUBLIC HEARING

- | | | |
|---------------|---|------------|
| Item 6 | Public Hearing to Close Out TEDG | Kris Noble |
|---------------|---|------------|

ITEMS OF CONSIDERATION

- | | | |
|----------------|---|-------------|
| Item 7 | Lease Agreement for 185 Landing Road Project | Kris Noble |
| Item 8 | CDBG-NC Tomorrow Grant | Kris Noble |
| Item 9 | Use of Ocracoke Occupancy Tax Funds for Advertising | Mazie Smith |
| Item 10 | Resolution to Oppose Rules Imposed for H2-B Workers | Mazie Smith |
| Item 11 | Travel Trailer Inspection Fee | Mazie Smith |
| Item 12 | Hyde County Recreation Commission | Mazie Smith |
| Item 13 | Appointment to East Carolina Behavioral Health Board | Mazie Smith |

- | | | |
|----------------|--|-------------|
| Item 14 | Policy to Require Drug Testing & Criminal Background Checks on All New County Employees | |
| Item 15 | Ferry Tolls Opposition Plan Update | Megan Shaw |
| Item 16 | NCACC Grassroots Advocacy Day with the Legislature | Mazie Smith |

BUDGETARY MATTERS

- Item 17 Administration Transfers**
Health: Computer Support and Maintenance

MANAGEMENT REPORTS

- Item 18 Reports from Commissioners**
- Item 19 Reports from County Manager**

CLOSED SESSION

- Item 20 Closed Session** if requested or needed (discussion)
Pursuant to N.C. GS 143-318.11 (1-9)

SUPPLEMENTAL INFORMATION

- Item 21 Department Reports:**
- EMS
 - Code Enforcement/Inspections
 - Elections
 - Emergency Management (will be provided at meeting)
 - Finance
 - Senior Center
- General Information**
- British Cemetery 70th Anniversary Ceremony
 - Career Readiness Job Certification
 - Carteret County Resolution Concerning Sea Level Rise
 - Minutes of Hyde Soil and Water Conservation Meeting
 - National Hurricane Conference Agenda
 - Ocracoke Occupancy Tax Letter Seeking Requests
 - Ocracoke Planning Board Draft Minutes
 - Ocracoke VFD Approval as Non-Licensed Provider of EMS
 - Report on Adaptation to Sea Level Rise

MEETING CALENDAR

APRIL

2nd	Networking Reception with Board of Education, 5 PM Board of Commissioners meeting, 6 PM
6th	Easter Holiday/County Offices Closed
10th	ABC Board meeting, 7 PM
11th-12th	Mold Worker Initial Course, Swan Quarter
12th	Eastern Regional County Manager's Meeting, Engelhard
16th	Board of Commissioners meeting, 6 PM
17th	Disaster Debris Management Workshop for Local Governments, Manteo
20th	County Manager's Leadership Team Retreat, Engelhard
25th	Hyde County 4-H Livestock Show and Sale, Ponzer
26th	NCACC District Meeting, Williamston 5:30 PM
30th	Broadband

MAY

2nd	Disaster Debris Management Workshop for Local Govt., Edenton
7th	Board of Education Networking Session, 5 PM Board of Commissioners meeting, 6 PM
10th-11th	British Cemetary 70th Anniversary Celebration
14th-18th	Budget Review Sessions (as needed)
16th	NCACC Legislative Grassroots Advocacy Meetings, Raleigh
21st	Board of Commissioners meeting, 6 PM Public Hearing on 2012-2013 Budget
28th	Memorial Day Holiday/County Offices Closed

EMPLOYMENT ANNIVERSARIES

APRIL

5th	Clint Berry, Public Works (19 years)
7th	Jeremy Andrews, Sheriff's Department (4 years)
17th	Betty Gibbs, Social Services (12 years)
23rd	Christina McCoy, Home Health (3 years)
27th	Portia Gibbs, Elections (11 years)
30th	Judy Midyette, Health Department (13 years)



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 3
Meeting Date: 04.02.12
Presenter(s): Sharon Spencer
Title: Chairman
Agency/Dept.: Board of Commissioners
Item Title: Consideration of Minutes
Attachments: Yes
Description: Minutes of the meeting held on March 19th, 2012

Times Read: First

Impact on Budget: None

RECOMMENDATION: Approve

			Yea	Nay
_____ A. Byrd	_____ A. Byrd	A. Byrd	_____	_____
_____ B. Swindell	_____ B. Swindell	B. Swindell	_____	_____
_____ D. Styron	_____ D. Styron	D. Styron	_____	_____
_____ D. Tunnell	_____ D. Tunnell	D. Tunnell	_____	_____
_____ S. Spencer	_____ S. Spencer	S. Spencer	_____	_____

1 **Meeting Minutes**

2
3 **Board of County Commissioners**
4 **Hyde County**
5
6 **March 19, 2012**

7 Chairwoman Sharon Spencer called the regular meeting of the Hyde County Board of
8 Commissioners to order at 6:07 PM on Monday, March 19, 2012 in the Hyde County
9 Government Center, Multi-Use Room, and the Ocracoke School Commons Room using
10 electronic conferencing equipment. The following members were present on the mainland:
11 Commissioners Anson Byrd, Sharon Spencer, Darlene Styron, Barry Swindell and Dick Tunnell;
12 Attorney Fred Holscher; County Manager Mazie Smith; Deputy Clerk to the Board Lois
13 Stotesberry; and, members of the public. The following members were present on Ocracoke:
14 Deputy Clerk Jamie Tunnell; and, members of the public.

15
16 Following pledge of allegiance and opening prayer by Commissioner Byrd, the meeting was
17 called to order.

18
19 **Agenda:**

20 Chairwoman Spencer asked for any changes to the March 19, 2012 meeting Agenda as presented
21 by the Clerk.

22 Commissioner Byrd moved to approve the agenda with addition of Item 11. (a) – Notice of
23 Revocation to Citizens Residing in FEMA Trailers. Mr. Swindell seconded the motion. The
24 motion passed on the following vote:

25 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

26 Nays – None

27
28 **Consideration of Minutes:**

29 Chairwoman Spencer asked for approval of meeting minutes.

30 Commissioner Byrd moved to approve the March 5, 2012 Commissioners regular meeting
31 minutes as presented by the Clerk. Mr. Tunnell seconded the motion. The motion passed on the
32 following vote:

33

1 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

2 Nays – None

3 **Public Comments:**

4 Chairwoman Spencer called for comments from the public.

5 Fred Westervelt, Ocracoke – stated that the Mainland Occupancy Tax Board’s decision to not
6 contribute to lobbying against ferry tolls did not go unnoticed.

7 Chairwoman Spencer stated that this is not the sentiment of all citizens in Hyde County.

8 Manager Smith stated that this is not the sentiment of all of the members of the Mainland
9 Occupancy Tax Board.

10 There being no further comments from the public, Chairwoman Spencer continued the meeting.

11 **Closed Session:**

12 Commissioner Swindell moved to enter into closed session pursuant to G.S. N.C.G.S. 143-
13 318.11(a)(4). Mr. Byrd seconded the motion. The motion passed on the following vote:

14 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

15 Nays – None

16 Commissioner Tunnell moved to come out of closed session. Mr. Swindell seconded the motion.
17 The motion passed on the following vote:

18 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

19 Nays – None

20 **Items of Consideration:**

21 **Recognition of Employee of The Month**

22 Chairwoman Spencer presented a certificate of congratulations and a gift to Suzanne Johnson,
23 DSS Administrative Officer I. Ms. Spencer thanked Suzanne for 30 years and 5 months service
24 to Hyde County Department of Social Services.

25 Manager Smith stated that Suzanne is a dependable employee who provides a valuable service to
26 DSS and the County.

27 Gloria Spencer, Director, reported that throughout her career at Hyde County DSS Suzanne
28 Johnson has consistently been dependable, reliable and dedicated.

1 **Albemarle RC&D Council Program Overview**

2
3 Linda Peterson, Program Manager, Albemarle Resource Conservation Development (RC&D)
4 Council, presented overview of programs and projects it manages in Camden, Chowan,
5 Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington Counties. The
6 Council helps community organizations and local governments that have the desire, but not the
7 means or the expertise, to undertake projects that conserve natural resources, create jobs and
8 increase incomes. Programs and projects include land conservation, community development,
9 land management and water management. Roles in local projects may include assistance in
10 grant writing, administering project funds and contracting for services needed to complete
11 projects; project management or coordination; and, support to raise money for projects through
12 grants from foundations, corporations, and local, state and federal government; and/or
13 environmental education at community events, workshops and seminars.

14 Ms. Peterson reported that proposals must be submitted in writing to the Albemarle RC&D
15 Council. They should include the sponsor name, contact person, a brief description of the
16 project, its estimated cost, and benefits of the project on the economic, social and environmental
17 conditions of the area. All proposals are considered by the Albemarle RC&D Council four times
18 a year and deadlines for project proposals are January 1, April 1, July 1, and October 1.

19 Completed projects in Hyde County include: Davis School Recreation Center - \$99,750; Double
20 Canal & Berry Ditch Restoration - \$15,000; Engelhard/Far Creek Boardwalk - \$60,000;
21 Hurricane Isabel Cleaning & Snagging Phase 1-111 - \$114,890; Ponzer Recreation Area -
22 \$130,000; Pungo River Stream Restoration - \$32,000; and, Stumpy Point Stream Restoration -
23 \$22,000 totaling \$473,640.

24 Commissioner Tunnell moved to continue working with Albemarle Resource Conservation
25 Development (RC&D) Council. Mr. Swindell seconded the motion. The motion passed on the
26 following vote:

27 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell
28 Nays – None

29 **Hazard Mitigation Update**

30
31 Kris Noble, Grants Administrator presented report of activities of the Economic Development
32 and Planning Department’s first quarter of the calendar year.

33 In the area of hazard mitigation:

- 1 • Hyde County was approved for Pre-Disaster Mitigation-Competitive Grant
2 Program (PDMC) in the amount of \$411,282.75 on 03-05-2012. These funds
3 will be used to elevate eight (8) homes that were pre-approve at the time of the
4 application in 2010.

- 5 • Hyde County plans to be proactive (compiling information in advance) and will
6 apply for hazard mitigation and disaster recovery funds provided by North
7 Carolina state agencies in response to Hurricane Irene.

- 8 • Assisted hurricane victims regarding housing issues, FEMA status, referrals to
9 United Methodist Disaster Relief Group and the NC Department of Emergency
10 Management.

11 **Authorization for Hazard Mitigation Program**

12 Alice Keeney, County Planner, reported that on January 17, 2012, the Board of Commissioners
13 approved Holland Consulting Planners, Inc. (HCP) to administer disaster recovery grant
14 programs planning and management services for Hyde County FY11 Hurricane Irene Hazard
15 Mitigation Assistance Program (HMA) when grant funding was available. The Board authorized
16 that not-to-exceed fees for management of any funded projects will be negotiated with HCP by
17 the County Manager and County Planner based on administration and service delivery funds
18 available for each specific project. No grant funds are available at this time. Work authorization
19 is to be repaid via reimbursement for staff billing time.

20 Commissioner Swindell moved (contingent upon Hyde County Attorney’s approval) to approve
21 and execute Contract for Consultant Services and Certification of Eligibility and Work
22 Authorization #1 for Hurricane Irene Hazard Mitigation. Mr. Byrd seconded the motion. The
23 motion passed on the following vote:

24 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell
25 Nays – None

26 **First Responder Contract**

27 Justin Gibbs, Acting Emergency Management Director, reviewed the final draft of the contract
28 with the volunteer fire departments of Hyde County for first responder services.

29 Commissioner Swindell moved to approve the contract for Emergency Medical First Responder
30 Services between Hyde County and the Volunteer Fire Departments. Mr. Byrd seconded the
31 motion. The motion passed on the following vote:

1 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

2 Nays – None

3 **Volunteer Fire Department Contract**

4 Justin Gibbs, Acting Emergency Management Director, reviewed the final draft of the contract
5 with the volunteer fire departments of Hyde County for fire protection services.

6 Commissioner Swindell moved to approve the contract for Fire Protection Services between
7 Hyde County and the Volunteer Fire Departments. Mr. Tunnell seconded the motion. The
8 motion passed on the following vote:

9 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

10 Nays – None

11 **Notice of Revocation to Citizens Residing in FEMA Trailers**

12 County Manager Smith and Acting EM Director Gibbs participated in a conference call on
13 March 9, 2012 with State Emergency Management personnel and FEMA personnel to discuss
14 the revocation of temporary housing units that citizens have resided in since Hurricane Irene.
15 These units are to be removed by no later than April 1, 2012 unless the County sees fit to grant a
16 permit variance.

17 Mr. Gibbs reported that a letter dated March 5, 2012 from Doug Hoell, Director of NC
18 Department of Public Safety stated that *For households who have not been able to find or*
19 *complete their permanent housing plan through no fault of their own before April 1, 2012, the*
20 *State of North Carolina and FEMA, on a limited basis, will work with local officials to grant*
21 *permit/variance extensions for these households.* Mr. Gibbs further explained that if an extended
22 permit/variance is granted, the State and FEMA will allow the household to remain in the unit
23 for an additional 30 days; and, the State and FEMA will waive any fees or charges until the
24 household is required to vacate the temporary housing unit.

25 **Policy to Govern Funding of Non-Profit Agencies With Draft Statement of Agreement**

26 Mazie Smith, County Manager, presented second reading of the draft Policy for Funding of Non-
27 Profit Agencies, accompanied by a draft State of Agreement with said agencies. It is believed
28 the new policy will enable the County to hold those who receive funding more accountable for
29 the use of the funds, and ensure that the purposes for which they are used support goals in the
30 strategic plan of the County.

31 Commissioner Tunnell moved to approve Hyde County Policy for Funding Non-Profit Agencies
32 and Statement of Agreement In Compliance With The Hyde County Policy On Funding Of

1 Non-Profit Agencies. Ms. Styron seconded the motion. The motion passed on the following
2 vote:

3 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

4 Nays – None

5 **Hyde County Recreation Commission**

6 Manager Smith and Commissioner Styron presented report on recent efforts to promote
7 recreation in Hyde County.

8 Fred Holscher, County Attorney, recommended an ordinance for board structure.

9 Manager Smith will send out the Hyde County Recreation Ordinance. Two appointees from
10 each district will be submitted for approval at the April 2, 2012 Regular Board of Commissioners
11 meeting.

12 **Appointment to East Carolina Behavioral Health Board**

13 Manager Smith reported that Commissioner Byrd indicated his desire to resign from the East
14 Carolina Behavioral Health (ECBH) Board as the representative from Hyde County and that
15 Commissioner Tunnell volunteered to serve on the ECBH Board.

16 Commissioner Swindell moved to appoint Dick Tunnell to serve on the East Carolina Behavioral
17 Health Board. Mr. Byrd seconded the motion. The motion passed on the following vote:

18 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

19 Nays – None

20 **Appointment to Albemarle Regional Solid Waste Management Authority Board**

21 Manager Smith reported that Commissioner Byrd indicated his desire to resign from the
22 Albemarle Regional Solid Waste Management Authority (ARSWMA) Board as the
23 representative from Hyde County and that Commissioner Swindell volunteered to serve on the
24 ARSWMA Board.

25 Commissioner Styron moved to appoint Barry Swindell to serve on the Albemarle Regional
26 Solid Waste Management Authority Board. Mr. Byrd seconded the motion. The motion passed
27 on the following vote:

28 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

29 Nays – None

1 **Approval of the Flex Schedule for Summer Hours**

2 Manager Smith reported that last summer the Board allowed employees to work flexible
3 schedules during the summer months. This allowed those who must work outside in the heat the
4 opportunity to work early morning and late afternoon hours when it is cooler, or to work four,
5 10-hour days and be off completely one day each week. The schedule was popular with
6 employees and no complaints were received from the public. The supervisors monitored the
7 schedule of their staff members so that offices that must remain open were manned. If approved,
8 the schedule would begin on June 3, 2012 and end on September 1, 2012.

9 Commissioner Tunnell moved to approve the 4-9-4 Flexible Hours Schedule for summer
10 months. Mr. Byrd seconded the motion. The motion passed on the following vote:

11 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

12 Nays – None

13 **Ferry Tolls Opposition Plan Update**

14 Chairwoman Spencer, Manager Smith and the Board presented update on the latest news
15 regarding the County’s opposition to ferry taxes. No Ferry Tax posters and stickers were
16 displayed at the meeting.

17 Manager Smith read the County’s letter of opposition that was also read by Megan Shaw, Public
18 Information Officer (PIO), who represented Hyde County at the Pamlico County Ferry Tax
19 Opposition meeting on this date. Ms. Shaw concluded her statement by speaking on behalf of
20 the Hyde County Board of Commissioners, as well as the hard working citizens of Ocracoke
21 Island, mainland Hyde County and neighboring Pamlico and Beaufort counties by again
22 stressing NO FERRY TAX.

23 Lobbyists Joe and Henri McClees will determine when to schedule an Opposition to Ferry Tax
24 trip to Raleigh.

25 **House Bill H2B Opposition**

26 Sherry Carawan, Co-owner of Carawan Seafood, asked the Board to adopt and send a resolution
27 to oppose the new rules for H2B workers. She stated that rule 1 and 2 will devastate the seafood
28 industry. Ms. Carawan reported that she has always staggered bring employees to her business
29 to process crabs and that if the new rules are adopted she will have to bring all of her workers in
30 within 30 days. Rule No. 1 states that employers must pay \$11.19 per hour; must advertise
31 nationally; must hire American workers if they apply; and, must pay travel expense to work.

1 Commissioner Byrd moved to adopt Resolution in opposition of the new rules for H2B workers.
2 Mr. Tunnell seconded the motion. The motion passed on the following vote:

3 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

4 Nays – None

5 *Clerk's Note: A copy of "Board of Commissioners of The County of Hyde, North Carolina,
6 Resolution Opposing The House Bill H2B New Rules" is attached herewith as Exhibit A and
incorporated herein by reference.*

7 **Budgetary Matters:**

8 Mazie Smith, County Manager, reported that in accordance with the FY2011-2012 Budget
9 Ordinance, Article XIX, Section I, several budget transfers were approved administratively and
10 requested approval of the following budget transfers:

11 **Department of Social Services \$19,000.00;** funds to be received from the federal government to
12 be disbursed by DSS for low income energy needs. Does increase the budget.

13 **Emergency Medical Services - \$35,000.00;** funds transferred from Contract Services and
14 Equipment line items within the EMS budget to cover overtime expenses.

15 Commissioner Swindell moved to approve the Department of Social Services and Emergency
16 Medical Services budget transfers. Mr. Tunnell seconded the motion. The motion passed on the
17 following vote:

18 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

19 Nays – None

20

21 **County Commissioners Reports:**

22 **Commissioner Styron** – reported that she attended the Ocracoke Scenic Byway Planning
23 Session.

24 **Commissioner Byrd** – no report given.

25 **Commissioner Tunnell** – reported that he attended the Historic Courthouse meeting.

26 **Commissioner Swindell** – reported that he attended the Hyde Transit Board and the Health
27 Board meetings.

28 **Commissioner Spencer** – reported that she attended the Albemarle Commission meeting and
29 the Chamber of Commerce issues luncheon.

1 **County Manager’s Report:**

2 Manager Smith reported that she attended the transportation prioritization meeting and
3 announced two Last Nail Ceremonies. Ms. Smith also presented update on the United Disaster
4 Response Team and thanked Regional Director Tommy Gilbert and his team for all that they
5 have done for Hyde County citizens.

6
7 **Supplemental Information:**

8 **Department Reports**

9 Animal Control
10 Health Department
11 Human Resources
12 Planning and Economic Development
13 Tax Department
14

15 **Other Information**

16 Albemarle Regional Solid Waste Meeting Minutes
17 Duke University Climate Change Workshop Invitation
18 Minutes of Albemarle Commission February 16, 2012 Meeting
19 Perquimans County Resolution Against I-95 Tolls
20 Resolution in Support of the Certificate of Need
21

22 **Calendar Notes**

23 **March, 2012**

24 03-20-2012 Board of Health Meeting
25 03-23-2012 Board of Commissioners Budget Retreat – Multi-Use Room, Hyde County Government
26 Center, 8:30 a.m. – 5:00 p.m.
27 03-26-27-2012 NC Coastal Local Governments Meeting, Nags Head
28

29 **April, 2012**

30 04-02-2012 Networking Reception with Board of Education, 5:00 p.m.
31 Board of Commissioners Meeting, 6:00 p.m.
32 04-06-2012 Easter Holiday (County offices closed)
33 04-10-2012 ABC Board Meeting, 7:00 p.m.
34 04-11-12-2012 Mold Worker Initial Course, Multi-Use Room, Hyde County Government Center
35 04-12-2012 Eastern Regional County Manager’s Meeting, Engelhard
36 04-16-2012 Board of Commissioners Meeting, 6:00 p.m.

- 1 04-17-2012 Disaster Debris Management Workshop for Local Governments, Manteo
2 04-20-2012 County Manager’s Leadership Team Retreat, Engelhard
3 04-25-2012 Hyde County 4-H Livestock Show and Sale, Ponzer
4 04-26-2012 NCACC District Meeting, Williamston, 5:30 p.m.

5

6 **May, 2012**

- 7 05-02-2012 Disaster Debris Management Workshop for Local Governments, Edenton
8 05-07-2012 Board of Education Networking Session, Multi-Use Room, Hyde County Government
9 Center, 5:00 p.m.
10 Board of Commissioners Meeting, 6:00 p.m.
11 05-14-18-2012 Budget Review Sessions (as needed)
12 05-16-2012 NCACC Legislative Grassroots Advocacy Meetings, Raleigh
13 05-21-2012 Board of Commissioners Meeting, 6:00 p.m.
14 Public Hearing on FY2012-2013 Hyde County Budget
15 05-28-2012 Memorial Day Holiday (County offices closed)

16

17 **Employment Anniversaries**

18 **April, 2012**

- 19 04-05-2012 Clint Berry, Public Works (19 years)
20 04-07-2012 Jeremy Andrews, Sheriff’s Department (4 years)
21 04-17-2012 Betty Gibbs, Social Services (12 years)
22 04-23-2012 Christina McCoy, Home Health (3 years)
23 04-27-2012 Portia Gibbs, Elections (11 years)
24 04-30-2012 Judy Midyette, Health Department (13 years)

25 Commissioner Byrd moved to adjourn the meeting. Mr. Swindell seconded the motion. The
26 motion passed on the following vote:

27

28 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

29 Nays – None

30

31 The meeting adjourned at 9:30 P.M.

32

33 Respectfully submitted:

34 Minutes approved on the 2nd day of April, 2012.

35

1 _____
2 Lois Stotesberry, Deputy Clerk
3 Hyde County Board of Commissioners

4

5

6

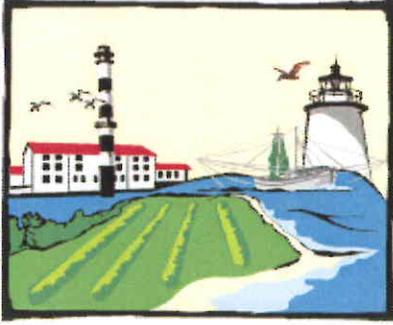
7

8

Sharon Spencer, Chair
Hyde County Board of Commissioners

9 Attachments:

10 Exhibit A: *“Board of Commissioners of The County of Hyde, North Carolina,*
11 *Resolution Opposing The House Bill H2B New Rules”*



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 4
Meeting Date: 04.02.12
Presenter(s): Sharon Spencer
Title: Chairman
Agency/Dept.: Board of Commissioners
Item Title: Consideration of Minutes
Attachments: Yes
Description: Minutes of the meeting held on March 23rd, 2012

Times Read: First

Impact on Budget: None

RECOMMENDATION: Approve

____ A. Byrd
____ B. Swindell
____ D. Styron
____ D. Tunnell
____ S. Spencer

____ A. Byrd
____ B. Swindell
____ D. Styron
____ D. Tunnell
____ S. Spencer

	Yea	Nay
____ A. Byrd	____	____
____ B. Swindell	____	____
____ D. Styron	____	____
____ D. Tunnell	____	____
____ S. Spencer	____	____

1 **Special Meeting Minutes**

2
3 **Board of County Commissioners**
4 **Hyde County**

5
6 **March 23, 2012**

7 Chairwoman Sharon Spencer called the regular meeting of the Hyde County Board of
8 Commissioners to order at 8:40 AM on Monday, March 23, 2012 in the Hyde County
9 Government Center, Multi-Use Room, and the Ocracoke School Commons Room using
10 electronic conferencing equipment. The following members were present on the mainland:
11 Commissioners Anson Byrd, Sharon Spencer, Darlene Styron, Barry Swindell and Dick Tunnell;
12 Attorney Fred Holscher; County Manager Mazie Smith; Deputy Clerk to the Board Lois
13 Stotesberry; and, members of the public. The following members were present on Ocracoke:
14 Deputy Clerk Justin Gibbs; and, members of the public.

15
16 Following pledge of allegiance and opening prayer by Commissioner Tunnell, the meeting was
17 called to order.

18
19 **Agenda:**

20 Chairwoman Spencer asked for any changes to the March 23, 2012 Special Meeting Agenda as
21 presented by the Clerk.

22 Commissioner Byrd moved to approve the agenda as presented by the Clerk. Ms. Styron
23 seconded the motion. The motion passed on the following vote:

24 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell Nays – None

25
26 **Items of Consideration:**

27 **Request for Variance for Citizens in FEMA Housing**

28 Manager Smith reported that three families in Hyde County that are sheltered in FEMA
29 temporary housing will be unable to complete their alternative housing arrangements by the
30 April 1, 2012 deadline. The Office of Emergency Management is asking the Commissioners to
31 grant a 30-day extension to the variance for these families, with the understanding that no further
32 extensions will be granted as per the agreement made with FEMA to bring the units to Hyde
33 County.

34 Commissioner Byrd moved to grant a 30-day extension to the variance for Soloman and Bertha
35 Cooper, Robert and Carolyn Loeber, and Doris Paul with the understanding that no further

1 extensions will be granted as per the agreement made with FEMA to bring the units to Hyde
2 County. Mr. Swindell seconded the motion. The motion passed on the following vote:

3 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell Nays – None

4
5 **Resolution to Approve Grant Agreements for Airport**

6 Manager Smith reported that the passage of a resolution is needed to continue the next phase of
7 work and appropriate funds from the Vision 100 Grants for the Hyde County Airport. A ten
8 percent (10%) match will be required from the County to process the grants. These funds were
9 appropriated in the 2011-2012 County budget.

10 Commissioner Byrd moved to adopt Resolution “Block Grant Agreement – Vision 100” –
11 Exhibit “A” Inventory Map and Avgas Fuel System Installation. Mr. Tunnell seconded the
12 motion. The motion passed on the following vote:

13 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell Nays – None

14 *Clerk’s Note: A copy of “Block Grant Agreement – Vision 100 – Exhibit “A” Inventory Map”*
15 *is attached herewith as Exhibit A and incorporated herein by reference.*

16 *Clerk’s Note: A copy of “Block Grant Agreement – Vision 100 – Avgas Fuel System Installation”*
17 *is attached herewith as Exhibit B and incorporated herein by reference.*

18 **Department Presentations in Preparation for FY2012-2013 Budget**

19 Hyde County Government Department Heads shared with the Board an assessment of the
20 strengths, weaknesses, opportunities and threats (SWOT Matrix) of their individual departments
21 during the coming fiscal year. They presented a realistic picture of the current condition of Hyde
22 County government and operations.

23 All of the fifteen department heads reported that their staff had taken on extra duties and
24 responsibilities since the Reduction in Force (RIF) on June 16, 2011. The employees work
25 harder and often longer hours than before with no requests for monetary reward for their
26 dedication. Many said that staff morale is at an all-time low. Some made reference to lost
27 benefits. Everyone agreed that because of inflation they cannot provide the same services as
28 before on the same budget as FY2011-2012.

29 Manager Smith presented a SWOT overview of County government and operations.

1 **STRENGTHS:**

- 2 1) Good customer service provided to citizens.
- 3 2) Staff is more active in all communities.
- 4 3) Hyde County has received recognition on the State and Federal level.
- 5 4) County government has been more transparent.
- 6 5) Employees are helping each other.
- 7 6) \$1.4 million cut from FY2011-12 Budget.

8 **WEAKNESSES:**

- 9 1) Understaffed, must hire or cut services.
- 10 2) Cross-training is needed, but not enough time or staff to do so.
- 11 3) No succession plan developed, several employees have announced retirement plans.
- 12 4) Redundancy of tasks, need a new networked computer system.
- 13 5) Scanning records, Manager is researching a 3-year plan.
- 14 6) Old technology, need to use tools to work smarter.
- 15 7) Older facilities need repairs and modifications to encourage energy efficiency.

16 **OPPORTUNITIES:**

- 17 1) Staff is reaching out and partnering with other counties and/or agencies.
- 18 2) New technology in order to work efficiently with current staffing matrix.
- 19 3) Simple policies and procedures are being developed.
- 20 4) County website news distribution and public information officer are assets.
- 21 5) Strategic Plan to improve and expand customer service.
- 22 6) Hyde County volunteerism has increased.

23 **THREATS:**

- 24 1) Demand for services and information.
- 25 2) State and federal regulations and reporting requirements.
- 26 3) Unstable economy.

27 In conclusion, Manager Smith praised all County employees for joining together to serve the
28 citizens of Hyde County during this difficult economic time. She ended the presentation by
29 stating that today’s presenters are the Boards front line soldiers and thanked the department
30 heads for presenting a true and accurate report of Hyde County government and operations.

31 **Discussion of Goals for FY2012-2013**

32 Due to time restraints Manager Smith will lead the Board through a goal-setting process for the
33 next fiscal year at a later date (to be determined).

1 Commissioner Byrd moved to adjourn the meeting. Mr. Swindell seconded the motion. The
2 motion passed on the following vote:

3

4 Ayes – Byrd, Spencer, Styron, Swindell and Tunnell

5 Nays – None

6

7 The meeting adjourned at 4:10 P.M.

8

9 Respectfully submitted:

10 Minutes approved on the 2nd day of April, 2012.

11

12

13 _____
14 Lois Stotesberry, Deputy Clerk
Hyde County Board of Commissioners

15

16

17

18

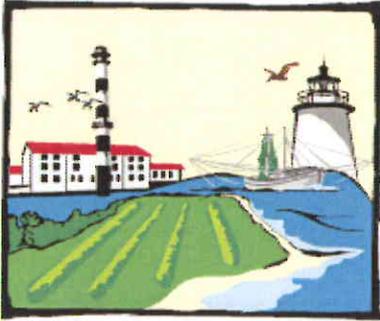
19

Sharon Spencer, Chair
Hyde County Board of Commissioners

20 Attachments:

21 Exhibit A: *“Block Grant Agreement – Vision 100 – Exhibit “A” Property Inventory Map”*

22 Exhibit B: *“Block Grant Agreement – Vision 100 – Avgas Fuel System Installation”*



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 5

Meeting Date: 04.02.12

Presenter(s): Citizens

Title:

Agency/Dept.:

Item Title: Public Comments

Attachments: --

Description: Citizens are afforded an opportunity at this time to comment on issues they feel may be of importance to the Commissioners and to their fellow citizens. Comments should be kept to (3) minutes and directed to the entire board, not just one individual Commissioner, staff member or to a member of the audience. Time for one person cannot be used by another person. Comments that reflect the need for additional assistance will be directed to the County manager or referred to a future meeting agenda.

Times Read:

Impact on Budget:

Recommendation: Listen for understanding

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>Vote:</u>	<u>Aye</u>	<u>Nay</u>
_____ A. Byrd	_____ A. Byrd	A. Byrd	_____	_____
_____ B. Swindell	_____ B. Swindell	B. Swindell	_____	_____
_____ D. Styron	_____ D. Styron	D. Styron	_____	_____
_____ D. Tunnell	_____ D. Tunnell	D. Tunnell	_____	_____
_____ S. Spencer	_____ S. Spencer	S. Spencer	_____	_____



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 6

Meeting Date: 04.02.12

Presenter(s): Kris Noble

Title: Grants Administrator

Agency/Dept.: Planning and Economic Development

Item Title: TEDG Demonstration Grant Closeout Hearing

Attachments: Yes

Description: The purpose of this hearing is to receive public comments prior to the closeout of a \$75k Talent Enhancement Demonstration Grant offered through the State of North Carolina Office of rural Development Programs for developing capacity. The funds have been used to develop capacity to undertake grant-related activities. The Talent Enhancement Demonstration Grant resulted in the submittal and award of a Community Development Block Grant in the Infrastructure Category.

Times Read: First

Impact on Budget: None

Recommendation: Listen for understanding

MOTION MADE BY:

_____ A. Byrd
_____ B. Swindell
_____ D. Styron
_____ D. Tunnell
_____ S. Spencer

MOTION SECONDED BY:

_____ A. Byrd
_____ B. Swindell
_____ D. Styron
_____ D. Tunnell
_____ S. Spencer

Vote:

A. Byrd
B. Swindell
D. Styron
D. Tunnell
S. Spencer

Aye

Nay

NOTICE OF PUBLIC HEARING

Notice is hereby given that the County of Hyde will conduct a public hearing in conjunction with the Regular Board of Commissioners Meeting at 6:00 P.M. on Monday, April 2, 2012 at the Hyde County Courthouse, 30 Oyster Creek Road, Swan Quarter, N.C. 27885 and at the Ocracoke Information Highway Room, 120 Schoolhouse Road, Ocracoke, N.C.

The purpose of the public hearing will be to receive public comments prior to the closeout of a \$75,000 Talent Enhancement Demonstration Grant offered through the State of North Carolina Office of Rural Development Programs for developing capacity. The funds have been used to develop capacity to undertake grant related activities. The Talent Enhancement Demonstration Grant resulted in the submittal and award of a Community Development Block Grant in the Infrastructure category. Interested parties may present their views orally or in writing at the public hearing or prior to the public hearing by communicating with Kris Cahoon Noble, Grant Administrator, Office of Economic Development and Planning, County of Hyde, P.O. Box 188, Swan Quarter, NC 27885, Phone (252) 926-4474. Written citizen comments will be responded to in writing within (10) calendar days of receipt of comments by the applicant. All citizens of Hyde County are invited to attend and participate in the public hearing.



Office of Engagement, Innovation and Economic Development

Talent Enhancement Demonstration Grant Program

Building Partnerships That Benefit the Region

2010 Report

East Carolina University (ECU) and the N.C. Department of Commerce are collaborating on an innovative community development program designed to strengthen less-prosperous communities in Eastern North Carolina. The Talent Enhancement Demonstration Grants (TEDG) program is designed to provide technical assistance and financial resources to increase competitiveness and build stronger, more vibrant and more capable communities. ECU's Office of Engagement, Innovation and Economic Development (OEIED) and Commerce's Community Development division are managing the program of local government grants that focuses on new and creative economic development initiatives and increasing the productivity of existing community programs such as housing development and community revitalization.



Commerce awarded grants of up to \$75,000 to Beaufort, Edgecombe, Hyde, Jones, Pamlico and Pitt counties, as well as the town of Aurora. The selected counties engaged with ECU in September of 2009 and are receiving a customized menu of capacity building and related economic development products over a 24-month period.

"We are very excited about this new partnership," said ECU Chancellor Dr. Steve Ballard. **"The General Administration leadership has challenged all campuses to be more actively engaged in community and economic development, and this is a great example of how ECU can do that."**

TEDG: A Transforming Partnership

The TEDG partnership between ECU and Commerce is a model outreach initiative and direct response to the UNC's System's call (known as UNC Tomorrow) for elevated university engagement in regional economic development activities. By proactively targeting distressed, low wealth and limited capacity communities with our services, products and partnership ECU and Commerce assist in building communities that are more competitive, more economically viable and better positioned for economic transformation. The broader TEDG partnership by ECU and Commerce is a commitment to long-term sustainable economic development support throughout the region that includes:

Talent Enhancement Demonstration Grants

The Talent Enhancement Demonstration Grant Program targets economically distressed communities and provides grant funds for community and economic development projects that help foster comprehensive and sustainable regional development. Talent Enhancement Grants are available to municipalities and counties in eastern North Carolina, with priority given to communities that have been designated Tier 1, or 21st Century Communities by Commerce.

ECU Community Engagement

ECU commits to leverage its economic development personnel, products and expertise on behalf of eastern North Carolina communities to help remove traditional barriers to acquiring economic development resources and impediments to successful project implementation.

Focused Community Guidance

The partnership has established a system of focused guidance for the targeted communities that engages Commerce, ECU, the communities and relevant economic development entities in a long-term partnership that continually assesses ways of building local capacity, ensures the successful implementation of projects, and stimulates the transformation of the local and regional economies.

Continuous Collaboration

The partners agree to a formal commitment to long-term collaboration between Commerce, ECU and the communities that will help foster sustainable economic development and create a pervasive spirit of commitment and inclusion.



Grants Management and Administration Course

Building Local Capacity and Regional Cooperation

During 2009 - 2010 ECU engaged with our seven TEDG communities through Memoranda of Understanding and identified specific products and services for ECU to provide over our two-year engagement. In April 2010, TEDG community representatives completed phase one of a comprehensive Grants Management and Administration Course (GMAC) that was developed and taught by ECU faculty during the 2009 - 2010 academic year. The goal of GMAC is:

- To establish an intense two-year training model for our selected "Talent Enhancement" communities that offers relevant course work in grant writing, grants management and grant administration;



- To provide a level of instruction and training that adequately prepares these communities to develop grant proposals and improve their grants management and administrative capacities;

- To provide specific training relative to the Community Development Block Grant program's management and administration requirements; and,

- To increase the communities' capacities to successfully prepare and submit CDBG and other grant proposals.

The GMAC session topics included:

- Research and Project Planning;
- Needs Assessments and Feasibility Studies;
- Researching, Identifying and Prioritizing Funding Sources;
- Community Development Block Grant Funding;
- Understanding Request for Proposals;
- Writing Grant Proposals;
- Grant Administration, Management and Reporting; and
- Peer Review of Proposed CDBG Projects.

Commerce Secretary Keith Crisco said, "partnering with ECU is a logical extension of our community development programs and helps us leverage each other's strengths. We share a mutual goal of stimulating economic transformation across the region."

Each county participant received a certificate of course completion and Continuing Education Units.

The Town of Aurora

As the only municipality in the TEDG program Aurora has focused on building additional local capacity and identifying resources that will support the creation of a broad-based but targeted local economic development strategy. Local leadership is committed to revitalizing the Town's Main Street corridor and developing a master plan that focuses on development and tourism along the Town's waterfront. As a part of the TEDG partnership, ECU will prepare a comprehensive study that evaluates economic and community development options and opportunities for the Town.



Judi Lannon, Aurora's Town Clerk has seen the benefits of the TEDG program first hand and believes that there has been both personal and community benefits from the partnership. "I was impressed with the areas addressed during our grants management training and became more aware of what is required of our staff," said Lannon. "I strongly believe that TEDG has created an opportunity for Aurora to better understand and access the tremendous resources that ECU can provide."

Hyde County

In Hyde County, local officials saw the TEDG program as an opportunity to support and build local staff capacity and to advance its focus of re-establishing the Mattamuskeet Lodge as a tourist destination. Hyde placed the highest priority on exposing the County staff's Grant Technician to extensive training in grant management and administration



and to build the internal staff capacity to perform assessments of local systems, such as water and waste-water. To that end, ECU has offered a two-semester grants management training curriculum and is providing technical assistance and guidance to county staff in the preparation of an Economic Impact Analysis/Sanitary Survey of a proposed Lake Mattamuskeet force sewer main.

Officials in Hyde County see real value in the ECU/Commerce collaboration that is clearly felt at the local level. Kris Noble, the Hyde County Grant Technician, suggest that "the TEDG program has been an excellent opportunity to marry the objectives of N.C. Commerce to the innovative educational opportunities at ECU and create a genuine learning environment for small local governments... this has created local capacity building and regional collaboration that is unsurpassed by traditional training programs."



HYDE COUNTY

NORTH CAROLINA

Item Number: 7

Meeting Date: 04.02.12

Presenter(s): Kris Noble

Title: Grant administrator

Agency/Dept.: Office of Planning and Economic Development

Item Title: 185 Landing Road - Lease Agreement

Attachments: Yes

Description: Property located at 185 Landing Road, Swan Quarter was purchased by the State of North Carolina through funds from a Waterfront Access and Marine Industry Grant (WAMI) awarded by NCDENR-DMF. To move forward with the development of the property the County must enter into the attached Lease Agreement.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Authorize Board Chair to execute lease agreement and authorize county staff to send to State Property Office.

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>Vote:</u>	<u>Aye</u>	<u>Nay</u>
_____ A. Byrd	_____ A. Byrd	A. Byrd	_____	_____
_____ B. Swindell	_____ B. Swindell	B. Swindell	_____	_____
_____ D. Styron	_____ D. Styron	D. Styron	_____	_____
_____ D. Tunnell	_____ D. Tunnell	D. Tunnell	_____	_____
_____ S. Spencer	_____ S. Spencer	S. Spencer	_____	_____

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HYDE

THIS LEASE AGREEMENT (hereinafter the "Lease"), made and entered into as of the last date set forth in the notary acknowledgments below, by and between the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as "Lessor", and the COUNTY OF HYDE, a political subdivision of the State of North Carolina, hereinafter referred to as "Lessee." Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

THAT, WHEREAS, Lessor acquired that certain parcel or tract of land being more particularly described on **Exhibit A** (said land and the improvements located thereon being referred to herein as the "Premises") with funds from a Waterfront Access and Marine Industry Grant (referred to herein as the "WAMI Grant") awarded by the North Carolina Department of Environment and Natural Resources, Division of Marine Fisheries ("NCDENR-DMF"); and

WHEREAS, the application for the WAMI Grant, captioned "Swan Quarter Landing Cahoon Seafood" and attached hereto as **Exhibit B**, sets forth the purposes and objectives of the WAMI Grant; and

WHEREAS, this Lease is made and entered into by the Parties in furtherance of the purposes and objectives of the WAMI Grant; and

WHEREAS, the Parties have mutually agreed to the terms of this Lease as hereinafter set out; and

WHEREAS, NCDENR-DMF has requested and approved the execution of this instrument for the purposes herein specified; and

WHEREAS, the execution of this Lease for and on behalf of Lessor has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 6th day of April, 2010.

NOW, THEREFORE, Lessor, for and in consideration of Lessee's use, operation and maintenance of the Premises in accordance with the WAMI Grant and the terms and conditions of this Lease, does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, the Premises with all rights, privileges and appurtenances thereunto belonging.

1. **Term.** The term of this Lease shall be for a period of thirty (30) years, commencing on the 1st day of June, 2010, or as soon thereafter as possession of the Premises is ceded to Lessee (the "Commencement Date") and expiring on the thirtieth (30th) anniversary of the

Commencement Date at 2400 hours (the "Term"). The Parties shall acknowledge the Commencement Date by written letter agreement.

2. Rent. Lessee shall pay to Lessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.

3. Use of Premises. The use of the Premises by Lessee shall be consistent with the purposes and objectives of the WAMI Grant. To this end, the Premises may be used for purposes that include: providing docking facilities for commercial fishing, marine research, NCDENR-DMF, and recreational vessels; providing a site for the unloading and shipment of catch from fishing vessels; providing public access to coastal waters; promoting working waterfronts and preserving the local fishing heritage. Lessee expressly covenants and agrees that should the Premises cease to be used for the purposes set forth in this Lease and the WAMI Grant, or other uses be made of the Premises without the express written consent of Lessor, then this Lease shall become null and void, and Lessor shall be entitled to immediate possession of the Premises.

4. Premises Revenue. Lessee shall establish and enforce a policy that requires a minimum of eighty percent (80%) of all revenue received from Premises operations, including revenue derived from the rental of boat slips and docking facilities, be allocated for the maintenance, operation, repair and improvement of the Premises. The balance of the revenue received from the operation of the Premises, an amount not to exceed twenty percent (20%), may be applied towards Lessee's administrative costs. Lessee shall, in accordance with applicable law, maintain a designated account for these purposes.

5. Prohibited Activities. Lessee shall not permit the commercial sale (wholesale or retail) of seafood at the Premises. Lessee shall not allow the Premises or any portion thereof to be used (i) for any unlawful purpose; (ii) for any purpose that promotes acts of moral turpitude; (iii) in any manner that would bring Lessor into disrepute; (iv) in a manner that is in violation of public policy; or (v) in a manner detrimental to the legitimate interests of Lessor.

6. Lessor's Right to Inspect. Lessor may enter upon and inspect the Premises for purposes of insuring Lessee's compliance with this Lease, the WAMI Grant and for the additional purpose of fulfilling its obligations hereunder. Lessor may at all reasonable times enter the Premises to exhibit the Premises to prospective tenants, purchasers or other persons and in the event Lessee has vacated the Premises, to prepare the same for re-occupancy by another tenant. Such entry by Lessor shall not constitute an eviction of Lessee or a deprivation of any right of Lessee and shall not alter the obligation of Lessee hereunder or create any right in Lessee adverse to Lessor.

7. Condition of Premises. Lessor agrees to deliver the Premises to Lessee in its present condition. Lessor makes no representation as to adequacy of zoning, water and sewer or other governmental regulations regarding the intended use of the Premises. Except as otherwise expressly provided herein, Lessee acknowledges that the Premises is being delivered "as is", that Lessee has performed preliminary investigations and reviews and has concluded on its own judgment that the Premises are suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Lessor or any agent of Lessor. Lessee's entry into

possession shall constitute conclusive evidence that as of the date thereof the Premises were in good order and satisfactory condition.

8. Improvements, Alterations and Changes. Lessee shall not make any alterations, changes, renovations or improvements to the Premises, structural or otherwise, without the prior written consent of Lessor. Any alteration, restoration or improvement of the Premises shall be made by Lessee at its sole cost and expense and shall comply with all applicable governmental laws, rules, ordinances and regulations. Prior to the commencement of any alteration, renovation or improvement of the Premises, Lessee shall submit plans for the intended work to Lessor for written approval by the State Construction Office, a division of the North Carolina Department of Administration, and to such other agency or agencies designated by Lessor. Lessee shall not erect or install any signs or other advertising media upon the Premises without the prior written consent of the Lessor.

9. Operation, Maintenance, Utilities, Taxes and Assessments.

9.1 Operation and Maintenance. Lessee shall be solely responsible for all costs and expenses associated with the operation, maintenance and repair of the Premises and shall at all times during the Term keep and maintain the Premises in good order and repair and in a clean and safe condition.

9.2 Utilities. Lessee shall be responsible for all costs and expenses associated with utilities serving the Premises.

9.3 Taxes and Assessments. Lessor and Lessee are exempt from the payment of ad valorem and personal property taxes. Any other assessments proposed to be levied upon the Premises shall be paid in full by Lessee; provided the levy and payment of any such assessments are approved by the Parties.

10. Lessee Covenants.

10.1 Mechanic's Liens. Lessee shall not encumber the Premises with any mortgages or permit any mechanic's, materialman's, contractor's, subcontractor's or other similar lien arising from any work of improvement performed by or on behalf of Lessee, however it may arise, to stand against the Premises. In the event the Premises are encumbered by any such lien, Lessee may in good faith contest the claim underlying such lien, so long as Lessee immediately bonds or otherwise discharges the lien.

10.2 Mortgages. Any loan obtained by Lessee to finance the construction, alteration or renovation of any improvements on the Premises, whether or not such loan is secured by Lessee's leasehold interest in the Premises, shall at all times be subordinate to this Lease and the rights of Lessor hereunder.

10.3 Waste. Lessee shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance.

10.4 Compliance. Lessee agrees to comply, at Lessee's sole cost and expense, with all governmental laws, rules, ordinances and regulations applicable to the Premises or Lessee's use and occupancy thereof.

11. Insurance. Lessee shall obtain adequate insurance coverage in accordance with all applicable laws for (i) workers' compensation, (ii) automobile liability and (iii) fire and extended coverage with regard to the Lessee's operations on or about Premises and the improvements located thereon. Lessee shall require any of its contractors or agents entering the Premises to obtain and keep in place with well rated insurers, authorized to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including, employers' liability; (ii) comprehensive general liability including, personal injury, broad form property damage, independent contractor, XCU (explosion, collapse, underground) and products/completed operations; (iii) automobile liability; and (iv) fire and extended coverage insurance. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent Lessor in any and all litigation.

12. Lessee's Liability. As between Lessee and Lessor, Lessee, subject to the terms of this Lease, shall be primarily liable for the negligent or intentional acts or omissions of its agents, contractors or employees. As to third parties, Lessee, to the extent covered in accordance with applicable law by any insurance policy or reserve fund, agrees to save Lessor harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about the Premises, which may arise or be claimed to have arisen as a result of the use or operation of the Premises by Lessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Lessor, its agents or employees.

13. Casualty. In the event of the damage or, destruction of the Premises by casualty without fault to Lessee, if the damage is so extensive as to amount practically to the unalterable destruction of the Premises, this Lease shall cease and come to an end. In all other cases where the Premises is damaged by casualty without fault to Lessee, Lessor will have the option of determining whether the Premises shall be repaired or may elect to terminate this Lease.

14. Environmental Laws. Lessee represents warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws. Lessee will be liable for the existence or discovery of any hazardous substance on the Premises or for the migration of any hazardous substance to other properties or for the release of any hazardous substance into the environment in violation of applicable environmental laws, arising solely from Lessee's use of the Premises. Lessee shall be responsible for, and promptly conduct any investigation and remediation as required by any environmental law or common law, of all spills or other release of hazardous substances, that may occur as result of Lessee's use of the Premises. Lessee agrees save Lessor harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Lessor with respect to, or as a direct or indirect result of the violation of any

environmental laws applicable to the Premises, caused by or within the control of Lessee, specifically including any cost incurred in connection with the investigation of site conditions or the cleanup, remediation, removal, or restoration work required by any governmental authority.

15. Surrender of Premises. Upon the expiration of the Term or the earlier termination of this Lease, Lessee shall peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear, or by circumstances, over which Lessee had no control or for which Lessor is responsible, excepted.

16. Subleasing and Assignment. As contemplated in the WAMI Grant and in accordance with the terms and conditions of this Lease, Lessee may, without the consent of Lessor, sublease portions of the docking facilities and individual boat slips on the Premises for long-term, short-term or transient use. This Lease may not be assigned by Lessee without the express written approval of Lessor.

17. Binding Effect. Subject to the provisions herein, this Lease shall extend to and bind the Parties, their successors and permitted assigns.

18. Prohibition on Gifts. North Carolina General Statute §133-32 and Executive Order 24, as applicable, prohibit the offer to, or acceptance by, any employee of Lessor of any gift from anyone with a contract with Lessor, or from any person seeking to do business with Lessor. By execution of this Lease, Lessee attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

19. Smoking Restrictions. Lessee shall enforce within the Premises the smoking regulations established pursuant to North Carolina General Statute §130A-493 and any future legislation which restricts smoking.

20. Applicable Law. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

21. Complete Agreement. This Lease (including the Exhibits) contains the entire agreement between the Parties regarding the subject matter hereof and each Party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Lease not specifically set forth herein.

22. Incorporation by Reference. The attached Exhibits A, A-1, A-2 and B are incorporated by reference into this Lease, and are deemed part hereof.

23. Amendment. No amendment, modification, alteration or revision of this Lease shall be valid and binding unless made in writing and signed by Lessee and Lessor.

24. Interpretation. The terms "lease," "lease agreement" or "agreement" shall be inclusive of each other, and also shall include renewals, extensions, or modifications of this Lease. Words of

any gender used in this Lease shall be held to include any other gender, and words of the singular shall be held to include the plural and the plural to include the singular when the sense requires. The section or paragraph headings and the titles are not a part of this Lease and shall have no effect upon the construction and interpretation of any part hereof.

25. Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

26. Effect of Waiver or Forbearance. No covenant or condition of this Lease can be waived except by written consent of the Parties. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Lessee, and until Lessee has completely performed all covenants and conditions of this Lease, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or any law or equity despite such forbearance or indulgence.

27. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

28. Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

29. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

30. Memorandum of Lease for Recording. At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Lease by reference.

31. Notices. All notices, request or other communication herein provided to be given, or which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid or hand delivered and addresses as follows:

To Lessor: NCDENR
 Division of Marine Fisheries
 P.O. Box 769
 Morehead City, North Carolina 28557

w/copy to: State Property Office
Attn: Leasing and Space Planning Manager
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

To Lessee: County of Hyde
Attn: County Manager
Post Office Box 188
Swan Quarter, North Carolina 27885

The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following pages]

IN TESTIMONY WHEREOF, this Lease has been executed by the Parties, in duplicate originals, as of the dates set forth in the notary acknowledgements below.

LESSEE:

COUNTY OF HYDE

By: _____

Print Name: _____

Title: _____

ATTEST:

Clerk (Seal)

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the County of Hyde and that by authority duly given and as an act of County of Hyde, the foregoing instrument was signed by _____, its County Manager, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2011.

Notary Public
Print Name: _____

My Commission Expires: _____

LESSOR:

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

By: _____
Secretary of State

APPROVED AS TO FORM:
ROY COPPER, Attorney General

By: _____
Assistant Attorney General

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public in and for the County of _____ and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by BEVERLY E. PERDUE, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2011.

Notary Public
Print Name: _____

My Commission Expires: _____

EXHIBIT A

Description of Premises

Lying and being in Swan Quarter Township, Hyde County, North Carolina and being more particularly described as follows:

Being all of the property described in a deed from Lyle D. Cahoon and wife, Claudia C. Cahoon to the State of North Carolina, dated April 20, 2009 and recorded in Book 236 at Page 880 of the Hyde County Registry, which deed is attached hereto and incorporated herein as **Exhibit A-1**.

Said Premises being further shown and described on survey dated March 1988 attached hereto and incorporated herein as **Exhibit A-2**.

EXHIBIT B

WAMI Grant Application

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HYDE

THIS LEASE AGREEMENT (hereinafter the "Lease"), made and entered into as of the last date set forth in the notary acknowledgments below, by and between the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as "Lessor", and the COUNTY OF HYDE, a political subdivision of the State of North Carolina, hereinafter referred to as "Lessee." Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

THAT, WHEREAS, Lessor acquired that certain parcel or tract of land being more particularly described on **Exhibit A** (said land and the improvements located thereon being referred to herein as the "Premises") with funds from a Waterfront Access and Marine Industry Grant (referred to herein as the "WAMI Grant") awarded by the North Carolina Department of Environment and Natural Resources, Division of Marine Fisheries ("NCDENR-DMF"); and

WHEREAS, the application for the WAMI Grant, captioned "Swan Quarter Landing Cahoon Seafood" and attached hereto as **Exhibit B**, sets forth the purposes and objectives of the WAMI Grant; and

WHEREAS, this Lease is made and entered into by the Parties in furtherance of the purposes and objectives of the WAMI Grant; and

WHEREAS, the Parties have mutually agreed to the terms of this Lease as hereinafter set out; and

WHEREAS, NCDENR-DMF has requested and approved the execution of this instrument for the purposes herein specified; and

WHEREAS, the execution of this Lease for and on behalf of Lessor has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 6th day of April, 2010.

NOW, THEREFORE, Lessor, for and in consideration of Lessee's use, operation and maintenance of the Premises in accordance with the WAMI Grant and the terms and conditions of this Lease, does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, the Premises with all rights, privileges and appurtenances thereunto belonging.

1. Term. The term of this Lease shall be for a period of thirty (30) years, commencing on the 1st day of June, 2010, or as soon thereafter as possession of the Premises is ceded to Lessee (the "Commencement Date") and expiring on the thirtieth (30th) anniversary of the

Commencement Date at 2400 hours (the "Term"). The Parties shall acknowledge the Commencement Date by written letter agreement.

2. Rent. Lessee shall pay to Lessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.

3. Use of Premises. The use of the Premises by Lessee shall be consistent with the purposes and objectives of the WAMI Grant. To this end, the Premises may be used for purposes that include: providing docking facilities for commercial fishing, marine research, NCDENR-DMF, and recreational vessels; providing a site for the unloading and shipment of catch from fishing vessels; providing public access to coastal waters; promoting working waterfronts and preserving the local fishing heritage. Lessee expressly covenants and agrees that should the Premises cease to be used for the purposes set forth in this Lease and the WAMI Grant, or other uses be made of the Premises without the express written consent of Lessor, then this Lease shall become null and void, and Lessor shall be entitled to immediate possession of the Premises.

4. Premises Revenue. Lessee shall establish and enforce a policy that requires a minimum of eighty percent (80%) of all revenue received from Premises operations, including revenue derived from the rental of boat slips and docking facilities, be allocated for the maintenance, operation, repair and improvement of the Premises. The balance of the revenue received from the operation of the Premises, an amount not to exceed twenty percent (20%), may be applied towards Lessee's administrative costs. Lessee shall, in accordance with applicable law, maintain a designated account for these purposes.

5. Prohibited Activities. Lessee shall not permit the commercial sale (wholesale or retail) of seafood at the Premises. Lessee shall not allow the Premises or any portion thereof to be used (i) for any unlawful purpose; (ii) for any purpose that promotes acts of moral turpitude; (iii) in any manner that would bring Lessor into disrepute; (iv) in a manner that is in violation of public policy; or (v) in a manner detrimental to the legitimate interests of Lessor.

6. Lessor's Right to Inspect. Lessor may enter upon and inspect the Premises for purposes of insuring Lessee's compliance with this Lease, the WAMI Grant and for the additional purpose of fulfilling its obligations hereunder. Lessor may at all reasonable times enter the Premises to exhibit the Premises to prospective tenants, purchasers or other persons and in the event Lessee has vacated the Premises, to prepare the same for re-occupancy by another tenant. Such entry by Lessor shall not constitute an eviction of Lessee or a deprivation of any right of Lessee and shall not alter the obligation of Lessee hereunder or create any right in Lessee adverse to Lessor.

7. Condition of Premises. Lessor agrees to deliver the Premises to Lessee in its present condition. Lessor makes no representation as to adequacy of zoning, water and sewer or other governmental regulations regarding the intended use of the Premises. Except as otherwise expressly provided herein, Lessee acknowledges that the Premises is being delivered "as is", that Lessee has performed preliminary investigations and reviews and has concluded on its own judgment that the Premises are suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Lessor or any agent of Lessor. Lessee's entry into

possession shall constitute conclusive evidence that as of the date thereof the Premises were in good order and satisfactory condition.

8. Improvements, Alterations and Changes. Lessee shall not make any alterations, changes, renovations or improvements to the Premises, structural or otherwise, without the prior written consent of Lessor. Any alteration, restoration or improvement of the Premises shall be made by Lessee at its sole cost and expense and shall comply with all applicable governmental laws, rules, ordinances and regulations. Prior to the commencement of any alteration, renovation or improvement of the Premises, Lessee shall submit plans for the intended work to Lessor for written approval by the State Construction Office, a division of the North Carolina Department of Administration, and to such other agency or agencies designated by Lessor. Lessee shall not erect or install any signs or other advertising media upon the Premises without the prior written consent of the Lessor.

9. Operation, Maintenance, Utilities, Taxes and Assessments.

9.1 Operation and Maintenance. Lessee shall be solely responsible for all costs and expenses associated with the operation, maintenance and repair of the Premises and shall at all times during the Term keep and maintain the Premises in good order and repair and in a clean and safe condition.

9.2 Utilities. Lessee shall be responsible for all costs and expenses associated with utilities serving the Premises.

9.3 Taxes and Assessments. Lessor and Lessee are exempt from the payment of ad valorem and personal property taxes. Any other assessments proposed to be levied upon the Premises shall be paid in full by Lessee; provided the levy and payment of any such assessments are approved by the Parties.

10. Lessee Covenants.

10.1 Mechanic's Liens. Lessee shall not encumber the Premises with any mortgages or permit any mechanic's, materialman's, contractor's, subcontractor's or other similar lien arising from any work of improvement performed by or on behalf of Lessee, however it may arise, to stand against the Premises. In the event the Premises are encumbered by any such lien, Lessee may in good faith contest the claim underlying such lien, so long as Lessee immediately bonds or otherwise discharges the lien.

10.2 Mortgages. Any loan obtained by Lessee to finance the construction, alteration or renovation of any improvements on the Premises, whether or not such loan is secured by Lessee's leasehold interest in the Premises, shall at all times be subordinate to this Lease and the rights of Lessor hereunder.

10.3 Waste. Lessee shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance.

10.4 Compliance. Lessee agrees to comply, at Lessee's sole cost and expense, with all governmental laws, rules, ordinances and regulations applicable to the Premises or Lessee's use and occupancy thereof.

11. Insurance. Lessee shall obtain adequate insurance coverage in accordance with all applicable laws for (i) workers' compensation, (ii) automobile liability and (iii) fire and extended coverage with regard to the Lessee's operations on or about Premises and the improvements located thereon. Lessee shall require any of its contractors or agents entering the Premises to obtain and keep in place with well rated insurers, authorized to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including, employers' liability; (ii) comprehensive general liability including, personal injury, broad form property damage, independent contractor, XCU (explosion, collapse, underground) and products/completed operations; (iii) automobile liability; and (iv) fire and extended coverage insurance. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent Lessor in any and all litigation.

12. Lessee's Liability. As between Lessee and Lessor, Lessee, subject to the terms of this Lease, shall be primarily liable for the negligent or intentional acts or omissions of its agents, contractors or employees. As to third parties, Lessee, to the extent covered in accordance with applicable law by any insurance policy or reserve fund, agrees to save Lessor harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about the Premises, which may arise or be claimed to have arisen as a result of the use or operation of the Premises by Lessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Lessor, its agents or employees.

13. Casualty. In the event of the damage or, destruction of the Premises by casualty without fault to Lessee, if the damage is so extensive as to amount practically to the unalterable destruction of the Premises, this Lease shall cease and come to an end. In all other cases where the Premises is damaged by casualty without fault to Lessee, Lessor will have the option of determining whether the Premises shall be repaired or may elect to terminate this Lease.

14. Environmental Laws. Lessee represents warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws. Lessee will be liable for the existence or discovery of any hazardous substance on the Premises or for the migration of any hazardous substance to other properties or for the release of any hazardous substance into the environment in violation of applicable environmental laws, arising solely from Lessee's use of the Premises. Lessee shall be responsible for, and promptly conduct any investigation and remediation as required by any environmental law or common law, of all spills or other release of hazardous substances, that may occur as result of Lessee's use of the Premises. Lessee agrees save Lessor harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Lessor with respect to, or as a direct or indirect result of the violation of any

environmental laws applicable to the Premises, caused by or within the control of Lessee, specifically including any cost incurred in connection with the investigation of site conditions or the cleanup, remediation, removal, or restoration work required by any governmental authority.

15. Surrender of Premises. Upon the expiration of the Term or the earlier termination of this Lease, Lessee shall peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear, or by circumstances, over which Lessee had no control or for which Lessor is responsible, excepted.

16. Subleasing and Assignment. As contemplated in the WAMI Grant and in accordance with the terms and conditions of this Lease, Lessee may, without the consent of Lessor, sublease portions of the docking facilities and individual boat slips on the Premises for long-term, short-term or transient use. This Lease may not be assigned by Lessee without the express written approval of Lessor.

17. Binding Effect. Subject to the provisions herein, this Lease shall extend to and bind the Parties, their successors and permitted assigns.

18. Prohibition on Gifts. North Carolina General Statute §133-32 and Executive Order 24, as applicable, prohibit the offer to, or acceptance by, any employee of Lessor of any gift from anyone with a contract with Lessor, or from any person seeking to do business with Lessor. By execution of this Lease, Lessee attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

19. Smoking Restrictions. Lessee shall enforce within the Premises the smoking regulations established pursuant to North Carolina General Statute §130A-493 and any future legislation which restricts smoking.

20. Applicable Law. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

21. Complete Agreement. This Lease (including the Exhibits) contains the entire agreement between the Parties regarding the subject matter hereof and each Party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Lease not specifically set forth herein.

22. Incorporation by Reference. The attached Exhibits A, A-1, A-2 and B are incorporated by reference into this Lease, and are deemed part hereof.

23. Amendment. No amendment, modification, alteration or revision of this Lease shall be valid and binding unless made in writing and signed by Lessee and Lessor.

24. Interpretation. The terms "lease," "lease agreement" or "agreement" shall be inclusive of each other, and also shall include renewals, extensions, or modifications of this Lease. Words of

any gender used in this Lease shall be held to include any other gender, and words of the singular shall be held to include the plural and the plural to include the singular when the sense requires. The section or paragraph headings and the titles are not a part of this Lease and shall have no effect upon the construction and interpretation of any part hereof.

25. Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

26. Effect of Waiver or Forbearance. No covenant or condition of this Lease can be waived except by written consent of the Parties. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Lessee, and until Lessee has completely performed all covenants and conditions of this Lease, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or any law or equity despite such forbearance or indulgence.

27. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

28. Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

29. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

30. Memorandum of Lease for Recording. At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Lease by reference.

31. Notices. All notices, request or other communication herein provided to be given, or which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid or hand delivered and addresses as follows:

To Lessor: NCDENR
 Division of Marine Fisheries
 P.O. Box 769
 Morehead City, North Carolina 28557

w/copy to: State Property Office
Attn: Leasing and Space Planning Manager
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

To Lessee: County of Hyde
Attn: County Manager
Post Office Box 188
Swan Quarter, North Carolina 27885

The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following pages]

IN TESTIMONY WHEREOF, this Lease has been executed by the Parties, in duplicate originals, as of the dates set forth in the notary acknowledgements below.

LESSEE:

COUNTY OF HYDE

By: _____

Print Name: _____

Title: _____

ATTEST:

Clerk

(Seal)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the County of Hyde and that by authority duly given and as an act of County of Hyde, the foregoing instrument was signed by _____, its County Manager, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2011.

Notary Public

Print Name: _____

My Commission Expires: _____

LESSOR:

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

By: _____
Secretary of State

APPROVED AS TO FORM:
ROY COPPER, Attorney General

By: _____
Assistant Attorney General

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public in and for the County of _____ and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by BEVERLY E. PERDUE, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2011.

Notary Public
Print Name: _____

My Commission Expires: _____

EXHIBIT A

Description of Premises

Lying and being in Swan Quarter Township, Hyde County, North Carolina and being more particularly described as follows:

Being all of the property described in a deed from Lyle D. Cahoon and wife, Claudia C. Cahoon to the State of North Carolina, dated April 20, 2009 and recorded in Book 236 at Page 880 of the Hyde County Registry, which deed is attached hereto and incorporated herein as **Exhibit A-1**.

Said Premises being further shown and described on survey dated March 1988 attached hereto and incorporated herein as **Exhibit A-2**.

Public Hearings:

CDBG NC Tomorrow Application

Commissioner Swindell moved to open public hearing on Community Development Block Grant (CDBG) NC Tomorrow Application. Ms. Styron seconded the motion. The motion passed on the following vote:

Ayes – Spencer, Styron, Swindell and Tunnell

Nays – None

Absent – Byrd

Bert Banks, Executive Director, Albemarle Commission, reported that the North Carolina Association of Regional Councils is leading a collaborative partnership with the US Economic Development Administration, North Carolina Department of Commerce-Community Development Division, the US Department of Housing & Urban Development and the SAS Institute of Cary, NC to create a Uniform NC Comprehensive Economic Development (CED) Strategy across North Carolina.

Hyde County will receive a portion of the grant fee for administering the 18 month long grant for a ten county region, which includes: Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington.

Mr. Banks thanked Chairwoman Spencer for serving on the Albemarle Commission Board.

Commissioner Tunnell moved to close public hearing on Community Development Block Grant (CDBG) NC Tomorrow Application. Mr. Swindell seconded the motion. The motion passed on the following vote:

Ayes – Spencer, Styron, Swindell and Tunnell

Nays – None

Absent – Byrd

Proposed Levy of 1/4¢ Local Sales and Use Tax

Commissioner Swindell moved to open public hearing on Proposed Levy of 1/4¢ Local Sales and Use Tax. Ms. Styron seconded the motion. The motion passed on the following vote:

Ayes – Spencer, Styron, Swindell and Tunnell

Nays – None

Absent – Byrd

County Manager Smith reported that the State discontinued a one cent sales tax during the previous legislative session. Many counties in North Carolina are now exercising their right to levy an additional ¼ cent local sales and use tax to recover some of these revenues. The levying of the tax must be approved by a majority of the registered voters in Hyde County. If approved it is estimated that the ¼ cent increase in sales and use tax will generate \$120,000.

This public hearing will allow the board members to gather input from citizens as to whether or not they favor such a referendum. Ms. Smith stated that the issue is not to increase the tax but whether or not to put the levy of an additional ¼ cent local sales and use tax on the May 2012 ballot.

Leslie Lanier, Ocracoke – asked if the funds were designated for a specific cause.

Manager Smith explained that the Board cannot designate the funds on the ballot but that it can designate where the funds will be used each year when it adopts the fiscal year budget. Ms. Smith also answered that the funds would not be divided by township.



**North Carolina
Department of Commerce
Community Investment Assistance**

**Beverly Eaves Perdue, Governor
J. Keith Crisco, Secretary**

**Henry C. McKoy, Asst. Secretary
Vickie L. Miller, Director**

March 19, 2012

The Honorable Sharon P. Spencer, Chairperson
Hyde County Board of Commissioners
Post Office Box 188
Swan Quarter, North Carolina 27885-0188

Dear Chairperson Spencer:

Subject: Grant Agreement and Funding Approval
CDBG Number: 11-C-2275

Enclosed you will find the following materials for undertaking the Community Development Block Grant (CDBG) 2011 NC Tomorrow grant recently awarded to Hyde County.

- 1) Two copies of the Grant Agreement.
These should be signed by you as the chief elected official. When you have executed copies of both documents please return one copy to the Community Investment and Assistance (CI).
- 2) Two copies of the Funding Approval.
These should also be signed by you as the chief elected official. When you have executed copies of both documents, please return one copy to CI.
- 3) Three Signatory Form and Certification cards.
Instructions are on the cards. Two copies of the cards must be completed and returned to us prior to any funds being drawn. The number that will be used to identify this grant is 11-C-2275. Please use this number in future correspondence.

When the Grant Agreement, Funding Approval, and Signatory Form and Certification cards have been returned to us, funds for the administrative activity may be drawn. Funds for other activities may not be drawn until all the applicable conditions listed in item 4. of the Funding Approval have been removed in writing by CI. Funds may not be obligated or expended for any activity, including administration, prior to executing the Grant Agreement without written agreement from CI.

The Honorable Sharon P. Spencer
Page 2
March 19, 2012

Among the first decisions you will need to make concerning this grant is selecting an administrator. If you plan to contract for administrative services, in addition to following state law and federal procurement regulations, it is very important that you select a firm that has staff available to carry out your grant in an efficient, timely manner. Competing firms should show their ability to devote adequate staff to your grant and should contractually commit sufficient staff to meet all grant deadlines.

In addition, the following three items are enclosed for your action:

1) A CDBG Requisition Form.

The Requisition Form should be used to draw all CDBG funds. Please review the instructions for preparing the requisition on the reverse side of the form. Additional copies of the form should be made as needed.

2) Electronic Payment Form

The Electronic Payment Form, from the Office of State Controller (OSC), must be used to indicate which financial institution will handle the account for electronic transfer of CDBG funds. No requisitions can be processed before a copy is returned to OSC. Please send a copy to CI as backup information.

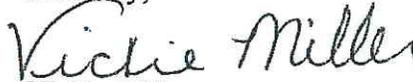
We encourage all grantees to use the electronic transfer of funds. However, if you elect not to use this method of payment, you will need to contact Toni E. Moore immediately for instructions.

3) Two copies of the Performance Based Contract.

The grant is conditioned for the performance-based contract. These should be signed by an authorized official. Return one copy to CI.

We look forward to working with you and other officials on this grant. Please bear in mind that the grant recipient is ultimately responsible for the success of the grant. Please feel free to contact your Grant Representative, Johnnie Quick, at (919) 571-4900 if you have any questions.

Sincerely,


Vickie Miller
Director

VLM/JQ/EL

Enclosures

cc: Toni Moore
Iris Payne
Johnnie Quick



**Community Investment & Assistance
Community Development Block Grant Program
Funding Approval**

1. Name and Address of Recipient

Hyde County
Post Office Box 188
Swan Quarter, North Carolina 27885-0188

2. Grant Number and Funding Approval Date

GrantNumber : 11-C-2275
Date of Original Funding Approval : 03/19/12
Date of Amended Funding Approval :

3. Approved Projects**Approved Amount**

C1 NC Tomorrow

\$50,000.00

Total Grant Award

\$50,000.00

4. Funding Approval Conditions

The following conditions must be removed in writing by Community Investment & Assistance(CI) in order for all funds to be released for the approved project(s) listed in item (3) , above:

A. Environmental Condition:

No funds may be obligated or expended in any project activity except for the administration activity in the C-1 project until the recipient has complied with the Environmental Review Procedures for the N.C. CDBG Program and the CDBG regulations contained in 4 NCAC 19L.1004.

B. Citizen Participation and Compliance Condition:

No funds may be obligated or expended in any project activity except for the administration activity until CI is provided with documentation of compliance with citizen participation requirements in the application process (4NCA 19L.1002 (b)). The publisher's affidavit of notice for the September 15, 2009 public hearing was submitted with the application. The publisher's affidavit of notice for the other public hearing and minutes signed by the city clerk of the two required public hearings must be submitted before the condition can be released.

C. Administration Contracts/Inter-local agreements Condition:

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the CEO stating that the contract will be administered internally.

D. Legally Binding Commitment Condition:

No funds may be obligated or expended in any activity except for administration until the recipient provides CI with a copy of the legally binding commitment(s) between Hyde County and The Albemarle Commission.

E. Training Condition:

No funds may be obligated or expended for training unless approved by CI. Any staff hired with grant funds must attend the National Development Council Certification program.

F. Assurance Condition:

No funds may be obligated or expended in any activity except for administration activity until the recipient provides assurance to CI that Hyde County will provide reports, schedules, and other information requested as well as attend meetings that may be called by CI.

G. Work Plan Condition:

No funds may be obligated or expended in any activity except for administration until the recipient provides a detailed work plan on how goals for the position will be achieved and measured satisfactory to CI.

H. 10% Holdback of Funds Condition:

10% of funds will be held back until receipt of final report and accepted by CI. The local government is to send a letter acknowledging this condition.

5. Signature of Authorized Official

Vickie Miller
Name Vickie Miller

3/19/12
Date

Title

6. Signature of Authorized Local Official

Name

Date

Title



North Carolina Department of Commerce
Division of Community Assistance
Community Development Block Grant Program

Grant Agreement
NC Tomorrow

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to Hyde County (the “Recipient” and collectively with DOC, the “Parties”), Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect. The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
 - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
 - (b) Recipient means Hyde County, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
 - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
 - (d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of \$50,000 except as modified.
 - (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient’s approved application, as may be modified.

- (f) The date for receiving the grant means the date of CI Director's signature on the Grant Agreement and Funding Approval.
2. **Timely Execution.** Due to the need to expedite the use and expenditure of CDBG funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the CI Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.
3. **Obligations of the Recipient.** The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG application to DOC, as may be amended with DOC approval.

4. **Obligations of Recipient with Respect to Certain Third Party Relationships.** Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient's contract with the third party must require the third party to comply with this Agreement, all applicable laws, rules, regulations and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG program.
6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.
8. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.
9. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
10. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to any and all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC's request. This obligation includes, but is not limited to, the personal, financial and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information

can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

11. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**
12. Expenditure of Non-CDBG Funds. The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.
13. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred. Arrangements must be made with the Finance Officer in the Division of Community Investment and Assistance if a Recipient does not want to use the electronic funds transfer.
14. Fair Housing. Recipients of CDBG funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. Recipients with 10,000 persons or more will be required to complete an Analysis to Impediments to Fair Housing Choice Study. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in CI Bulletin 93-4 and the CDBG Implementation Notebook.
15. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance and complaint tracking.
16. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

17. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG assisted project.
18. Environmental Review. Recipients of CDBG funds are required to complete the document entitled "Environmental Review Procedures for the CDBG Program." Once the Environmental Review Record (ERR) is received, DCA will review for completeness and submit selected CDBG ERRs if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until CI issues an environmental clearance.
19. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from CI. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.
20. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.
 - a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
 - b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines and procedures, including those set forth in Office of Management and Budget Circular No. A-87 ("Cost Principles for State and Local Governments").

In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing

procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

21. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-R programs, including but not limited to the rules set forth in 4 N.C.A.C 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-R projects):
- a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
 - b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
 - c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
 - d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

22. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):
- a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
 - b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.
 - c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

- d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.
23. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.
24. Obligation of Recipient With Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.
25. Utility Assessments or Fees: Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low and moderate income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.
26. False or Misleading Information. Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.
27. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Vickie Miller, Director, Department of Commerce – Division of Community Investment and Assistance, 4313 Mail Service Center, Raleigh, NC 27699-4313. Community Investment ["CI"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG]." This includes actions arising out of or related to this Agreement or the Program.
28. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient's dispute resolution procedure shall

provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

29. Schedules

- (a) Schedule for Release of Conditions and Completion Activities. **The Recipient must satisfy all Funding Approval Conditions to release CDBG funds within 4 months (July 19, 2012) from the date the Grant Agreement and Funding Approval were signed by the CI Director.** The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities implementation schedule in the application as modified by the Performance Based Contract.
- (b) **The Recipient must obligate all funds within 18 months (September 19, 2013) from the date the Grant Agreement and Funding Approval are signed by CI Director.**
- (c) **All funds are to be expended within 24 months (March 19, 2014) from the date the Grant Agreement and Funding Approval are signed by CI Director. Any remaining funds will be de-obligated.**
- (d) **All closeout documents must be returned to CI by June 19, 2014 or within 3 months of expenditures, whichever comes first.**
- (e) **There will be no extensions or amendments with this grant.**
- (f) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the CI Director:
- **Environmental – 4 months (July 19, 2012)**
 - **Equal Employment and Procurement Plan – 4 months (July 19, 2012)**
 - **Fair Housing – 4 months (July 19, 2012)**
 - **Section 3 Plan – 4 months (July 19, 2012)**
 - **Section 504 Plan – 4 months (July 19, 2012)**
 - **Language Access Plan – 4 months (July 19, 2012)**
 - **Analysis of Impediments- 4 months (July 19, 2012)**
 - **Request for Release of Funds – 5 months (August 19, 2012)**
- (g) Timely Draw down of Funds. Recipient is expected make timely draw downs so that funds are expended in a timely manner.
- (h) **10% Holdback of Funds: 10% of funds will be held back until receipt and approval by CI of final plan.**

30. Quarterly Progress Report. Per Bulletin 09-1, Recipient shall ensure that a quarterly progress report that reflects approved CDBG program activity progress and CDBG financial status is presented to Recipient's elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the tenth (10th) day of the month following the ending month of the reporting period.

31. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.
- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: 3/19/2012

By: 
Vickie L. Miller
Director
Division of Community Investment & Assistance

Date: _____

Name of Recipient

By: _____
Signature of Authorized Official

(Title)

REQUISITION FOR CDBG FUNDS
Part II: Project Expenditure Report

1. Name of Recipient	3. Project Number <p align="center">C-1</p>					
2. Grant Number	4. Project Name					
5. ACTIVITY	6. BUDGET AMOUNT	7. CDBG EXPENDITURES TO DATE	8. PROJECT COST THIS REQUISITION	9. SERVICE DELIVERY COST THIS REQUISITION	10. PROGRAM INCOME USED TO DATE	11. PROJECTED EXPENDITURES THIS REQUISITION
a. Acquisition						\$0.00
b. Disposition						\$0.00
c. Public facilities and improvements						\$0.00
(1) Senior and handicapped centers						\$0.00
(2) Parks, playgrounds, and recreation facilities						\$0.00
(3) Neighborhood facilities						\$0.00
(4) Solid waste disposal facilities						\$0.00
(5) Fire protection facilities and equipment						\$0.00
(6) Parking facilities						\$0.00
(7) Public utilities, other than water and sewer						\$0.00
(8) [Reserved]						\$0.00
(9) Street improvements						\$0.00
(10) Flood and drainage improvements						\$0.00
(11) Pedestrian improvements						\$0.00
(12) Other public facilities						\$0.00
(13) Public sewer improvements						\$0.00
(14) Public water improvements						\$0.00
d. Clearance activities						\$0.00
e. Public services						\$0.00
f. Relocation assistance						\$0.00
g. Construction, rehabilitation and preservation activities						\$0.00
(1) Construction or rehabilitation of commercial and industrial buildings						\$0.00
(2) Rehabilitation of privately owned dwellings						\$0.00
a. Rehabilitation						\$0.00
b. Reconstruction						\$0.00
c. Clearance						\$0.00
d. Temporary Relocation Expenses						\$0.00
(3) Rehabilitation of publicly owned dwellings						\$0.00
(4) Code enforcement						\$0.00
(5) Historic preservation						\$0.00
h. Development financing						\$0.00
(1) Working Capital						\$0.00
(2) Machinery and equipment						\$0.00
i. Removal of architectural barriers						\$0.00
j. Other activities						\$0.00
k. SUBTOTAL						\$0.00
l. Planning						\$0.00
m. Administration						\$0.00
n. TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

REQUISITION FOR CDBG FUNDS
Part II: Project Expenditure Report

1. Name of Recipient		3. Project Number					
		L-1					
2. Grant Number		4. Project Name					
5. ACTIVITY		6. BUDGET AMOUNT	7. CDBG EXPENDITURES TO DATE	8. PROJECT COST THIS REQUISITION	9. SERVICE DELIVERY COST THIS REQUISITION	10. PROGRAM INCOME USED TO DATE	11. PROJECTED EXPENDITURES THIS REQUISITION
a. Acquisition							\$0.00
b. Disposition							\$0.00
c. Public facilities and improvements							\$0.00
(1) Senior and handicapped centers							\$0.00
(2) Parks, playgrounds, and recreation facilities							\$0.00
(3) Neighborhood facilities							\$0.00
(4) Solid waste disposal facilities							\$0.00
(5) Fire protection facilities and equipment							\$0.00
(6) Parking facilities							\$0.00
(7) Public utilities, other than water and sewer							\$0.00
(8) [Reserved]							\$0.00
(9) Street improvements							\$0.00
(10) Flood and drainage improvements							\$0.00
(11) Pedestrian improvements							\$0.00
(12) Other public facilities							\$0.00
(13) Public sewer improvements							\$0.00
(14) Public water improvements							\$0.00
d. Clearance activities							\$0.00
e. Public services							\$0.00
f. Relocation assistance							\$0.00
g. Construction, rehabilitation and preservation activities							\$0.00
(1) Construction or rehabilitation of commercial and industrial buildings							\$0.00
(2) Rehabilitation of privately owned dwellings							\$0.00
a. Rehabilitation							\$0.00
b. Reconstruction							\$0.00
c. Clearance							\$0.00
d. Temporary Relocation Expenses							\$0.00
(3) Rehabilitation of publicly owned dwellings							\$0.00
(4) Code enforcement							\$0.00
(5) Historic preservation							\$0.00
h. Development financing							\$0.00
(1) Working Capital							\$0.00
(2) Machinery and equipment							\$0.00
i. Removal of architectural barriers							\$0.00
j. Other activities							\$0.00
k. SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
l. Planning							\$0.00
m. Administration							\$0.00
n. TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Performance Based Contract

Performance Based Contract:

Name of Grantee:

Grant Number:

First Quarter begins on the date of CI Director's signature on the Grant Agreement and Funding Approval.
List goals to be accomplished each Calendar Quarter.

Above each quarter, reflect the Calendar Quarter and Year in which that quarter represents. For example; Jan-Mar 2012, Apr-Jun 2012, etc.	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	5th Quarter	6th Quarter	7th Quarter	8th Quarter	9th Quarter	10th Quarter	11th Quarter	12th Quarter
	% Process Completed Description											
1. Administrative Activities Grant Agreement and Funding Approval												
b. Environmental Condition												
c. Citizen Participation Condition												
d. Flood Plain Compliance Condition												
e. Other Conditions												
1.												
2.												
Administration												

Performance Based Contract:

Name of Grantee:

Grant Number:

First Quarter begins on the date of CI Director's signature on the Grant Agreement and Funding Approval.

List goals to be accomplished each CalendarQuarter. Activities should correspond to those on the Budget and Benefit: Low and Moderate Income forms in the application approved for funding.

Above each quarter, reflect the Calendar Quarter and Year in which that quarter represents. For example: Jan-Mar 2012, Apr-Jun 2012, etc.	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	5th Quarter	6th Quarter	7th Quarter	8th Quarter	9th Quarter	10th Quarter	11th Quarter	12th Quarter
	% Units											
2. Housing Activities												
a. Acquisition												
b. Disposition												
c. Clearance Relocation)												
d. Relocation												
e. Rehabilitation of Privately Owned Dwellings (Includes any on-site Installations: e.g., septic tanks, wells)												
f. Reconstruction												
g. Clearance (For Reconstruction and Relocation)												
h. Units Constructed												
i. Units Occupied												

Performance Based Contract:

Name of Grantee:

Grant Number:

First Quarter begins on the date of CI Director's signature on the Grant Agreement and Funding Approval.

List goals to be accomplished each Calendar Quarter. Activities should correspond to those on the Budget and Benefit: Low and Moderate Income forms in the application approved for funding.

Above each quarter, reflect the Calendar Quarter and Year in which that quarter represents. For example; Jan-Mar 2012, Apr-Jun 2012, etc.	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	5th Quarter	6th Quarter	7th Quarter	8th Quarter	9th Quarter	10th Quarter	11th Quarter	12th Quarter
	% Process Completed Description											
3. Water Improvements Engineering Bidding Process Contract Awarding Construction/Installation Work Completed												
4. Sewer Improvements Engineering Bidding Process Contract Awarding Work Construction Work Completed												
5. Street Improvements Engineering Bidding Process Contract Awarding Construction/Installation Work Completed												
6. Drainage Improvements Engineering Bidding Process Contract Awarding Construction/Installation Work Completed												
6A. Other Activities Work Completed Removal of Architectural Barriers Project Closeout												

Performance Based Contract:

Name of Grantee:

Grant Number:

Above each quarter, reflect the Calendar Quarter and Year in which that quarter represents. For example; Jan-Mar 2012, Apr-Jun 2012, etc.	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	5th Quarter	6th Quarter	7th Quarter	8th Quarter	9th Quarter	10th Quarter	11th Quarter	12th Quarter
	% Process Completed Description											
6B. Other Activities Work Completed Playground Facilities Public Services CDC												
6C. Other Activities Work Completed MicroEnterprise Program Job Training Program Neighborhood Clean up (public services)												
6D. Other Activities Work Completed												
6E. Other Activities Work Completed												
6F. Other Activities Work Completed												

Performance Based Contract:

Name of Grantee:

Grant Number:

8. Signature of Authorized Local Official

Name

Signature

Title

Date

9. Signature of Authorized CI Official

Name

Vickie L. Miller

Director, Community Investment and Assistance
Title

Date

Office of the State Controller

Return to: OSC Support Services Center
Address: 1410 Mail Service Center
Raleigh, NC 27699-1410



Vendor Electronic Payment Form

Telephone: 919-707-0795

New Add Request

Fax: 919-981-5561

Change Existing ePay Account

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must print, complete this form, attach a voided check and return both to the address above.

PRINT the following information.		FAX or E-MAIL ADDRESS for payment notification. (Place a check mark in front of the method that you prefer.)	
Payee Name:		<input type="checkbox"/> E-mail address:	
Federal ID #/SSN #:		<input type="checkbox"/> FAX Number:	
Bank Name:		Authorized Signature:	
Bank Routing Number:		Print Name:	
<input type="checkbox"/> Checking Acct #:		Title:	
<input type="checkbox"/> Savings Acct #:		Date:	
Remit Address(es) For Applicable Acct(s):			

ATTACH VOIDED CHECK

I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, as well as the requirements of the Office of Foreign Assets Control (OFAC). Check one of the following:

I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is not subject to being transferred to a foreign bank account.

I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is subject to being transferred to a foreign bank account. I understand that any electronic payments that may be remitted to me may be labeled with "IAT" as the standard entry class. I acknowledge that availability of funds credited to the account will be subject to my receiving financial institution's policies and procedures. I also understand that the remitting agency may elect to remit future payments to me via paper check instead of electronically.

I authorize the Office of the State Controller to initiate direct deposit entries each pay period, and if necessary, adjustments for any direct deposit entries in error, to the financial institution and account identified on the attached certification document. I understand and accept the conditions of participation in the direct deposit program. This authority will remain in effect until I cancel it in writing.

SIGNATURE:

DATE:

SIGNATORY FORM AND CERTIFICATION

Grant No. _____

Recipient Name _____

Address: _____

Signatures of individuals authorized to sign Requisition for Funds forms. (Two signatures required on each requisition.)

(Signature)

(Typed Name) (Typed Title)

CERTIFICATION

- 1. () I certify that the signatures above are of the individuals authorized to sign Requisition for Funds form for the above recipient.

Certifying Official + Title

- 2. () The governing board has passed a resolution authorizing the persons above to sign Requisition for Funds forms for the above recipient. A copy of the resolution is attached.

I certify that the signatures above are those of the individuals authorized by resolution of the governing board of the recipient to sign Requisition for Funds forms.

Certifying Official + Title

INSTRUCTIONS FOR COMPLETING SIGNATORY FORM AND CERTIFICATION

- 1. Indicate name and address of the recipient.
- 2. Two authorized signatures shall be required on all Requisition for Funds forms. The Division of Community Assistance will check the signatures on each requisition form to see that they match the authorized signatures on the Signatory Form and Certification. Only the signatures of persons shown on the Signatory Forms and Certification will be accepted.
- 3. To allow for flexibility in making requisition requests, it is recommended that four authorized signatures appear on the Signatory Form and Certification. Local governments may choose one of two options in completing the Certification. If the local government chooses to use the first option, the chief elected official or the chief finance officer must sign the form as the certifying official. In signing as the certifying official, the chief elected official or chief finance officer certifies that : 1) the signatures are authentic and 2) that the persons designated as signatories are authorized to sign requisitions for payment. If the chief elected official or the chief finance officer is the certifying official, that person may not also be an authorized signature.

If the community wishes to have both the chief elected official and the chief finance officer sign requisitions for payment, the community should select the second option for certification. In this case, the governing board must pass a resolution authorizing sufficient persons to act as signatories. In addition, an individual who is not designated as a signatory must certify the authenticity of the authorized signatures. Anyone who knows all of the persons authorized to sign requisitions may sign as the certifying official. Another local government staff person or member of the governing body is recommended.

- 4. If the recipient wishes to change the persons authorized to sign the requisition for funds form a new Signatory Form and Certification must be submitted to the Division of Community Assistance.
- 5. No erasures or corrections may appear on the Signatory Form and Certification.



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 9

Meeting Date: 04.02.12

Presenter(s): Darlene Styron

Title: Commissioner

Agency/Dept.: Ocracoke Township

Item Title: Use of Occupancy Tax funds for Special Advertising Campaign

Attachments: Yes

Description: At the request of area businesses on Ocracoke, the Ocracoke Occupancy Tax Board voted to approve a special April/May 2012 advertising plan for the Raleigh/Durham and Hampton Roads regions. The budget for the campaign is \$21,000. The Board seeks the approval of the Commissioners for this expenditure.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Approve

MOTION MADE BY:

____ A. Byrd
____ B. Swindell
____ D. Styron
____ D. Tunnell
____ S. Spencer

MOTION SECONDED BY:

____ A. Byrd
____ B. Swindell
____ D. Styron
____ D. Tunnell
____ S. Spencer

Vote:

A. Byrd
B. Swindell
D. Styron
D. Tunnell
S. Spencer

Aye

Nay

Thanks for all you do!

Wayne

H. Wayne Clark
Edwards of Ocracoke
Rooms and Cottages
www.edwardsofocracoke.com

From: Don Williams [<mailto:dwilliams@lewisadvertising.com>]
Sent: March 22, 2012 7:25 AM
To: 'Wayne Clark'
Cc: 'Cindi Gaskill'; tootoo4u@embarqmail.com; 'Martha Garrish'; 'Vicki Raper'
Subject: Ocracoke Island Advertising (MIS-2846)

Wayne,

Thank you for the good news that the Occupancy Tax Board has voted in favor of our April & May 2012 Ocracoke advertising plan for the Raleigh/Durham and Hampton Roads regions. We will get right to work based on the \$21,000.00 budget for April and May 2012 as follows:

1. We will update the fall 2011 15-second video commercial to reference SPRING and OCRACOKE. We will provide this to the Ocracoke Occupancy Tax Board for approval prior to scheduling it to air on WRAL-TV and as a pre-roll commercial on WRAL.com.
2. We will update the digital display ads produced for Ocracoke in the Fall 2011 to reference visiting the Island in the spring. We will forward this advertising to the Ocracoke Occupancy Tax Board for approval prior to sending it to WRAL.com and Pilotonline.com for use in the Central Carolina and Hampton Roads marketing areas.
3. We will negotiate with the media to obtain as much bonus advertising as possible during the political season based on the media spending Ocracoke will be doing with WRAL.com and Pilotonline.com.

We will get started on the development of the advertising materials for your review. **In the meantime, please let me know if we need to wait for official confirmation of the County Commissioners regarding whether the funding for the Spring On Ocracoke Advertising Plan has been approved before sending contracts to the media.** Thank you once again for providing this opportunity so that Lewis Advertising can work to help promote inquiries about and visits to your wonderful Island.

Don Williams
President

LewisAdvertising
1050 Country Club Road
PO Drawer L
Rocky Mount, NC 27802
252.443.5131 ext. 226

<http://lewisadvertising.com>
dwilliams@lewisadvertising.com

From: Wayne Clark [<mailto:hwclark@edwardsofocracoke.com>]
Sent: Wednesday, March 21, 2012 10:10 PM
To: 'Don Williams'
Cc: Cindi Gaskill; tootoo4u@embarqmail.com; 'Martha Garrish'
Subject: Advertising

3/21/12

Don

The Occupancy Tax Board approved the 21k Advertising Plan (Triangle/Hampton Plan) tonight. I have copied you on an e-mail requesting authorization from the County Commissioners. Please advise as to what is next step as to moving forward?

Wayne

H. Wayne Clark
Edwards of Ocracoke
Rooms and Cottages
www.edwardsofocracoke.com



HYDE COUNTY

NORTH CAROLINA

Item Number: 10

Meeting Date: 04.02.12

Presenter(s): Mazie Smith

Title: County Manager

Agency/Dept.: County of Hyde

Item Title: Resolution in Opposition to Rules for H2-B Workers

Attachments: Yes

Description: As requested at the last Board of Commissioners meeting, a resolution is has been written opposing new rules outlined for H2-B workers.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Approve

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>Vote:</u>	<u>Aye</u>	<u>Nay</u>
_____ A. Byrd	_____ A. Byrd	A. Byrd	_____	_____
_____ B. Swindell	_____ B. Swindell	B. Swindell	_____	_____
_____ D. Styron	_____ D. Styron	D. Styron	_____	_____
_____ D. Tunnell	_____ D. Tunnell	D. Tunnell	_____	_____
_____ S. Spencer	_____ S. Spencer	S. Spencer	_____	_____



**BOARD OF COMMISSIONERS
OF THE
COUNTY OF HYDE, NORTH CAROLINA**

**RESOLUTION ON OPPOSITION TO RULES BY THE U.S. DEPARTMENT OF
LABOR RELATING TO TEMPORARY NON-AGRICULTURAL EMPLOYMENT
OF H2B WORKERS IN THE UNITED STATES**

WHEREAS, agricultural and seafood businesses in Hyde County rely on support of H-2B workers to carry out duties related to the seasonal nature of various jobs, and these businesses have an essential function of providing wholesome food for the citizens of the State while struggling to earn a living in an industry where resources are managed by both the State and Federal agencies and where product accounts for revenue, jobs; and

WHEREAS, the Hyde County Board of Commissioners disapproves the rule submitted by the U.S. Department of Labor relating to temporary non-agricultural employment of H-2B Aliens in the United States, published in the Federal Register February 21, 2012; and

WHEREAS, small businesses in Hyde County – namely seafood processing plants - will be adversely affected by this rule, and the rule will be devastating to the economies of coastal communities; and

WHEREAS, the state of North Carolina and Hyde County are recognized as leading producers of seafood, signified by the state's 2010 revenue of \$23,801,421 for blue crabs;

WHEREAS, it is Hyde County's intention to support industry jobs related to fishing, such as seafood processing plants. This economic support provides for sustainably managed, revenue producing, proven resources for all coastal citizens;

NOW, THEREFORE BE IT RESOLVED that the Hyde County Board of Commissioners strongly oppose rules submitted by the Department of Labor relating to temporary non-agricultural employment of H-2B Aliens in the United States.

Adopted this the 2nd day of April, 2011 in Hyde County, North Carolina.

Sharon P. Spencer, Chair
Hyde County Board of Commissioners

Attested by:

Mazie S. Smith, Clerk to the Board
Hyde County Board of Commissioners



Guestworker Visa Bills for Migrant Farmworkers in the 112th Congress

HR 2847 – The American Specialty Agriculture Act

- **Sponsor:** Lamar Smith, (R-Texas)
- **Official Title:** A bill to create a nonimmigrant H-2C work visa program for agricultural workers, and for other purposes.
- **Introduced:** September 7, 2011
- **Latest Actions:**
 - Sept. 7, 2011 — Read twice and referred to: House Education and the Workforce, House Judiciary.
 - Sept. 8, 2011 — Subcommittee [hearing](#) held by the House Judiciary Committee, Subcommittee on Immigration Policy and Enforcement.
- **Provisions**
 - Would bring in hundreds of thousands of new guestworkers and would do nothing to address the status of the one million undocumented skilled farmworkers already here, according to [analysis](#) by Farmworker Justice
 - Replaces the current guestworker program ([H2-A](#)) with H2-C program
 - Reduces the transportation reimbursement for these low-wage workers
 - Reduces the promise of a minimum amount of work from $\frac{3}{4}$ to 50%
 - Limits worker access to judicial relief and legal assistance, leaving U.S. and foreign workers with extremely limited means to protect their rights
 - Eliminates guaranteed housing for workers: Instead of providing housing, employers could provide workers a housing allowance (imagine trying to find housing from your home country without knowing anyone in the area prior to arriving...)

HR 2895 – Legal Agricultural Workforce Act

- **Sponsor:** Dan Lungren (CA)
- **Official Title:** A bill to amend the Immigration and Nationality Act to provide for a temporary agricultural worker program, and for other purposes.
- **Introduced:** September 12, 2011
- **Latest action:**
 - Sept. 12, 2011 — Read twice and referred to: House Education and the Workforce, House Energy and Commerce, House Foreign Affairs, House Judiciary.
- **Provisions:**
 - Would create a new “W” workers program
 - H2-A program would continue to exist
 - Proposes a massive new uncapped guestworker program with no meaningful labor protections or enforcement for workers
 - No provision requiring employer to provide housing for workers



- No transportation reimbursement
- No guarantee of a minimum amount of employment
- “At a time of record unemployment, the creation of an additional uncapped guestworker program would be disastrous. Lungren’s bill would harm the hundreds of thousands of U.S. workers in agriculture, do nothing to address the presence of roughly one million undocumented workers already here, and would provide agricultural employers with access to hundreds of thousands of additional foreign workers at low wages with minimal government oversight,” cites a [report](#) by Farmworker Justice.

Where does FCNL stand on these two bills?

- Against both
- Because
 - There is no eventual path to citizenship
 - There is no or decreased guarantee of minimum amount of employment
 - There is no or poor transportation to country of origin reimbursement
 - Wouldn’t protect American agricultural workers (Would make it more attractive for big agricultural businesses to hire immigrants over already employed or available American citizens)
 - Does not address the issue of the one million undocumented agricultural workers currently in the U.S.

Neither bill has moved forward in the legislative process. At a [congressional hearing](#) on February 9, 2012 in the House Subcommittee on Immigration Policy and Enforcement entitled *Regional Perspectives on Agricultural Guestworker Programs*, Rep. Zoe Lofgren (CA) called the current system “a mess” in dire need of an overhaul. But she said she was under no illusion that Congress would tackle the issue this year. Overall, the lawmakers at the hearing sounded pessimistic about the prospect of making any changes to agricultural guest worker programs in an election year.

More [resources](#) on Guestworker Programs

Farmworker Justice’s [FACT SHEET: The H-2A Temporary Agricultural Guestworker Program](#)

[CLOSE TO SLAVERY: Guestworker Programs in the United States](#) a report by the Southern Poverty Law Center



"Frankly, we've been quite surprised," McBurney said. "I don't want to say it's overwhelming, but it's very impressive. There's been a great deal of interest."

The trade groups have also gotten backing in their effort from a bipartisan group of legislators whose districts have businesses that may be impacted by the higher payrolls. Sen. Barbara Mikulski (D-Md.) co-signed a [letter to Labor Secretary Hilda Solis](#) last week asking the labor department to rescind its new wage rule and abandon another proposed rule for the H-2B program that business groups have lobbied against.

Sponsored Links

"Strange Fruit Burns Fat"

Study: Burns 12.3 Pounds of Fat Every 28 Days. Can It Work for You?
www.Post-Sentinel.com

New Policy in N.C.

2012-Drivers w/ no DUIs eligible for up to 50% off car insurance...
TheFinanceAuthority.com

#1 Annuity Flaw

Don't Buy Any Annuity Until You Watch This Special Video Report!
SeniorAnnuityAlert.com

[Buy a link here](#)

Maryland seafood companies often fill their crab-picker positions with [low-paid guest workers](#) from Mexico. Mikulski says the new rule would be devastating for the industry.

"What they're doing will totally render the program dysfunctional," Mikulski told HuffPost. "I could end up with wholesale closings of the seafood industry. Up and down the East Coast we've got canneries closing."

"Quite frankly, I want my crabmeat to come from Crisfield [Maryland], not Indonesia," she added.

Designed years ago as a way to fill gaps in the workforce for seasonal businesses, the H-2B visa program allows foreign workers to take temporary non-agriculture American jobs. While many industries have come to rely on such workers, the program has drawn criticism from worker advocates who believe it's become little more than a means to cheap labor.

Among the most contentious elements of the H-2B program is how fair wages are determined. For years advocacy groups have criticized the Labor Department for using a methodology they believe sets wages too low. A federal judge agreed, ordering the department to develop a new rule, which was published in January.

The new methodology will go into effect after Sept. 30. Some businesses say that wages will skyrocket as a result, forcing them to abandon the H-2B program and look elsewhere for affordable workers. Even the more modest boosts, they say, could put guest workers out of reach for them.

"Going from \$9.50 to \$10.83 an hour may not sound like that big a deal, but your labor costs just went up 12 or 14 percent," says Greg Dugal, executive director of the Maine Innkeepers Association, which represents hotels, motels and bed-and-breakfasts. "That's not doable. Something has to give."

"They can't afford these inflated wages," McBurney says of small-business owners. "They bear no relation to the economics of the business."

Just how much the wages will climb is a matter of dispute. The industry groups' [lawsuit](#) cites some astronomical rises -- doubling in certain cases -- but Art Read, general counsel for the advocacy group Friends of Farm Workers, says the lawsuit cherry-picks situations and gives misleading calculations.

"They've been getting away with underpaying these workers for years," said Read, who was involved in the lawsuit that forced the Labor Department to redraw its rules. "If you've gotten used to being able to have a very cheap workforce, having to compete with market wages is maybe something you don't want to do."

Read says that in the case of Maryland seafood workers, for instance, the wage will probably rise from about \$7.25 per hour now to about \$9.24 after the new rule goes into effect. The former rate is the same as the federal minimum wage, while the latter rate, incidentally, [roughly matches](#) the living wage rate for Maryland, as defined by the state.

H-2B guest workers are some of the more vulnerable workers in the seafood industry, according to Rachel Micah-Jones, executive director of [Centro de los Derechos del Migrante](#), a workers' rights law center based in Mexico. She says many workers end up earning less than minimum wage because they get paid by the pound of seafood handled, and many of them are afraid to report workplace abuses because they aren't U.S. citizens and can work only for the employers listed on their visas.

Micah-Jones says that the low wages paid to guest workers help drag down wages for everyone, including American workers, and that the wage raises are long overdue. She also says she was disappointed to see Mikulski sign on to the letter.

"We thought maybe she would be more supportive of protections for this workforce," Micah-Jones said.



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 11

Meeting Date: 04.02.12

Presenter(s): Mazie Smith

Title: County Manager

Agency/Dept.: County of Hyde

Item Title: Fee for Travel Trailer Inspection

Attachments: ~~No~~ *Yes*

Description: In 2011, the Commissioners amended the Ocracoke Development Ordinance regarding travel trailers. At that time, you asked the County Manager to determine a proper fee for the annual inspection of said trailers. After much research, the manager recommends that the fee be set at \$10 per year.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Approve

MOTION MADE BY:

_____ A. Byrd

_____ B. Swindell

_____ D. Styron

_____ D. Tunnell

_____ S. Spencer

MOTION SECONDED BY:

_____ A. Byrd

_____ B. Swindell

_____ D. Styron

_____ D. Tunnell

_____ S. Spencer

Vote:

A. Byrd

B. Swindell

D. Styron

D. Tunnell

S. Spencer

Aye

Nay



**BOARD OF COMMISSIONERS
OF THE
COUNTY OF HYDE, NORTH CAROLINA**

**AN ORDINANCE TO AMEND CHAPTER 36, SUBDIVISIONS,
OF THE HYDE COUNTY CODE BY REPLACING IN ITS ENTIRETY SECTION 36-181,
"CAMPERS AND TRAVEL TRAILERS AS ACCESSORY USES TO PROVIDE AFFORDABLE
SEASONAL AND YEAR ROUND HOUSING"**

WHEREAS, Article 18, Planning and Regulation of Development, of Chapter 153A, Counties, of the North Carolina General Statutes, grants counties wide authority to regulate land as well as uses of land, including but not limited to the authority to regulate the subdivision of land in Part 2, Subdivision Regulations, the authority to divided the territorial jurisdiction of counties into districts, within which districts such zoning and development regulation may have specific application, in North Carolina General Statute §153A-342 *et seq.*

WHEREAS, the Hyde County Board of Commissioners has enacted a Subdivision Ordinance for Hyde County, North Carolina, the same being codified as Chapter 36, Subdivisions, of the Hyde County Code.

WHEREAS, the Hyde County Board of Commissioners has enacted an Ocracoke Development Ordinance (ODO), the same being codified as Article VII, Ocracoke Development, of said Chapter 36.

WHEREAS, the ODO Map depicts the boundaries of the ODO zoning area, said boundaries being that part of Ocracoke Island outside the boundaries of the Cape Hatteras National Seashore, including streams, creeks, ponds, harbors, and the Pamlico Sound within one-half mile of shore.

WHEREAS, the provisions contained in Chapter 36, Article VII, apply to said ODO zoning area.

WHEREAS, the ordinance amendment set forth below is intended to protect the health and safety of the residents and visitors in the ODO zoning area; assure that property owners in the ODO zoning area will continue to enjoy the reasonable use and value of their properties; consider the need for temporary, affordable housing in the ODO zoning area; and consider the real threats imposed by hurricanes and other severe weather.

NOW, THEREFORE BE IT RESOLVED by the Hyde County Board of Commissioners as follows.

Section 1. That Chapter 36, Section 36-181 – Campers and travel trailers as accessory uses to provide affordable seasonal and year-round housing, be deleted and replaced in its entirety with the following.

Sec. 36-181. Use of travel trailers by permit only.

- (a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Travel trailer means a wheeled vehicle originally intended to be used, or originally constructed so as to permit it to be used, for or as a conveyance upon the public streets or highways, duly licensable as such; or a "towable trailer/camper" constructed in such a manner as will permit occupancy thereof as a temporary residence or sleeping quarters for one or more persons; and designed for short-term occupancy, travel, and recreational and/or vacation use. For the purposes of this section, a travel trailer shall be a hard-sided, collapsible or non-collapsible, hard-roofed vehicle, including but not limited to self-propelled Recreational Vehicles (RV). This definition shall not include a car, truck or other vehicle designed primarily for transportation, even if it may be modified to resemble an RV.

Residential use means the location of a travel trailer on the same lot of record for a period of more than thirty (30) days for the purpose of possible or intended use as a residence or sleeping quarters regardless of whether the travel trailer is actually utilized as a residence or sleeping quarters every day during said thirty (30) day period and regardless of whether the travel trailer is utilized by different individuals as a residence or sleeping quarters during said thirty (30) day period; the rental of a travel trailer to, or other permitted occupancy of a travel trailer by, someone other than the owner of the travel trailer for use as a residence or sleeping quarters for any period; or the use of a travel trailer as a residence or sleeping quarters for any period when connected to a septic system. Residential use of a travel trailer as specifically described hereinabove shall include its use as a sleeping quarters only, even if all other regular living activities, including but not limited to cooking and bathing, take place in another building.

- (b) *Permits.* A permit is required for use of a travel trailer.

- (1) A travel trailer must meet the following criteria in order to be eligible for a permit to allow residential use thereof.
 - a. The travel trailer shall be and remain registered and insured in accordance with all applicable State of North Carolina Division of Motor Vehicles (DMV) regulations.
 - b. The travel trailer shall be and remain capable of passing all applicable DMV safety inspections. The development ordinance enforcement officer, in his discretion, may

- require the travel trailer to be inspected and pass an inspection before issuing a permit hereunder and at any time after a permit is issued.
- c. The travel trailer shall be and remain situated in such a way as to allow it to be connected to a motor vehicle and readily pulled onto a public roadway without the need to disconnect it from or move or dismantle structures such as, decks, stairs, outbuildings, other travel trailers, etc.
 - d. The travel trailer shall be and remain permitted by the Hyde County Health Officer with regard to applicable County and State water and sewer regulations.
 1. Any water and sewer connections of the travel trailer shall be "quick connect" type connections that allow for the prompt removal of the travel trailer.
 2. For a self-contained travel trailer or a travel trailer which is used as sleeping quarters only, written approval from the Hyde County Health Officer shall be required, which approval must verify that the existing sewage disposal system on the property where the travel trailer is located is adequate to support the travel trailer when counted as an additional bedroom(s) under the pertinent provisions of this chapter.
 - e. The travel trailer shall be and remain permitted by the Building Official with regard to the electrical power supply and connections from the power supply to the travel trailer; the construction of decks, stairs, outbuildings, etc.; and any other aspect of the North Carolina Building Code which may be applicable.
 - f. The travel trailer shall be and remain permitted by any applicable federal, state and/or local agency, including but not limited to CAMA, having regulatory jurisdiction over the travel trailer and its use.
 - g. The travel trailer shall be considered in conjunction with any other structure on the property on which the travel trailer is located and shall be and remain in compliance with the following provisions of the Ocracoke Development Ordinance as applied to single family residential use:
 1. Property and building minimum setbacks
 2. Minimum parking requirements
 3. Maximum percent of lot coverage
 4. Height restrictions
 5. Table of Development Standards.
- (2) The owner of the lot of record on which the travel trailer is located shall be responsible for applying for permits issued hereunder.
 - (3) A separate permit shall be required for each travel trailer being utilized as a residential use on a lot.
 - (4) A permit is not transferrable to another travel trailer.
 - (5) A permit shall be valid for a period of one (1) year and must be renewed annually by the owner of the lot of record on which the travel trailer is located by application to the development ordinance enforcement officer.

- (6) Applications for the renewal of a permit shall be subject to any then current, applicable regulations as revised or amended.
 - (7) The development ordinance enforcement officer, in his discretion, may schedule an on-site inspection of a travel trailer to assure compliance with all current regulations.
 - (8) The owner of the lot of record on which a travel trailer is located for residential use shall certify in writing that the proposed use does not conflict with or violate any existing deed restrictions, property covenants, rights of way, or easements.
- (c) No part of this amendment shall apply or be applied to travel trailers which are legally existing under regulations in effect at the time of the adoption of this amendment.

Section 2. All ordinances in conflict with this ordinance are hereby repealed.

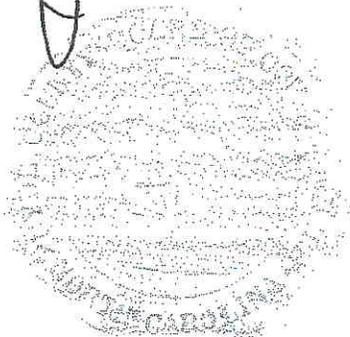
Section 3. This ordinance shall become effective December 5, 2011.

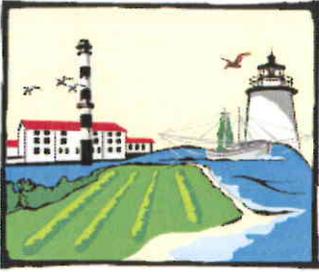
Adopted this the 5th day of December, 2011.

Sharon P. Spencer
 Sharon P. Spencer, Chair
 Hyde County Board of Commissioners

Attested by:

Mazie S. Smith
 Mazie S. Smith, Clerk to the Board
 Hyde County Board of Commissioners





Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 12

Meeting Date: 04.02.12

Presenter(s): Mazie Smith

Title: County Manager

Agency/Dept.: County of Hyde

Item Title:

Attachments: No

Description: The Board needs to make appointments to the Hyde County Recreation Commission.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Appoint

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>Vote:</u>	<u>Aye</u>	<u>Nay</u>
____ A. Byrd	____ A. Byrd	A. Byrd	____	____
____ B. Swindell	____ B. Swindell	B. Swindell	____	____
____ D. Styron	____ D. Styron	D. Styron	____	____
____ D. Tunnell	____ D. Tunnell	D. Tunnell	____	____
____ S. Spencer	____ S. Spencer	S. Spencer	____	____



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 13

Meeting Date: 04.02.12

Presenter(s): Mazie Smith

Title: County Manager

Agency/Dept.: County of Hyde

Item Title:

Attachments: No

Description: The Board needs to revisit the appointment of Commissioner Tunnell to the East Carolina Behavioral Health Board.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Appoint

MOTION MADE BY:

_____ A. Byrd
 _____ B. Swindell
 _____ D. Styron
 _____ D. Tunnell
 _____ S. Spencer

MOTION SECONDED BY:

_____ A. Byrd
 _____ B. Swindell
 _____ D. Styron
 _____ D. Tunnell
 _____ S. Spencer

Vote:

A. Byrd
 B. Swindell
 D. Styron
 D. Tunnell
 S. Spencer

Aye

Nay

