

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: May 5, 2014
Presenter: Manager Bill Rich
Attachment: Yes

ITEM TITLE: SENIOR TAR HEEL LEGISLATURE

SUMMARY: The Senior Tar Heel Legislature (STHL) is made of a Delegate and Alternate from each of the 100 counties in North Carolina. The STHL provides information and education to senior citizens on the legislative process and matters being considered by the NC General Assembly.

Laura Alvarico, Director, Albemarle Commission Area Agency on Aging, requests that Wesley Smith be appointed to fill the position of the Delegate representing Hyde County.

RECOMMEND: Discussion and appoint.

Motion Made By: ___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher
___ Earl Pugh, Jr.

Motion Seconded By: ___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher
___ Earl Pugh, Jr.

Vote: ___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher
___ Earl Pugh, Jr.

Bob Woodard, Sr.
Chairman



Mr. Bill Rich, County Manager
Hyde County
30 Oyster Creek Rd.
Swan Quarter, NC 27885

Dear Mr. Rich:

Senate Bill 479 (G.S. 143 B-181.55) enacted on July 24, 1993 authorized creation of the Senior Tar Heel Legislature to provide information and education to senior citizens on the legislative process and matters being considered by the NC General Assembly. This body of individuals is made up of a Delegate and Alternate from each of the 100 counties in the State of North Carolina. The STHL meets three (3) times per year in Raleigh to discuss and advocate for issues or legislation effecting the senior population in North Carolina, additionally, they receive updates from the Governor's office and the Division of Aging and Adult Services (DAAS) on special initiatives or programs throughout the state.

With that background on the STHL, I am writing to request that Mr. Wesley Smith be appointed to fill the position of the Delegate representing Hyde County. This position of Senior Tar Heel Delegate requires the innate ability to advocate for senior issues, good public speaking and writing skills and the desire to make a difference for seniors living all across the state of North Carolina. I believe that Mr. Smith exceeds the credentials needed to be successful in this position, and thus I respectfully submit his name for consideration of county appointment to the STHL.

Travel expenses are typically paid by the county, which include mileage, hotel stay for one night and meals, three times per year. The Area Agency on Aging will transport any members from our Hertford office as needed. If this poses a problem for the county, please feel free to contact me to discuss further.

I thank you in advance for your consideration and assistance. Hyde County has not had a Delegate representing senior issues to the STHL in over 8 years. I am excited about Mr. Smith's interest and know that he will serve older adults residing in Hyde County well. Please feel free to contact me with any questions or concerns you may have.

Most sincerely,

Laura Alvarico, Director
Albemarle Commission Area Agency on Aging

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: May 5, 2014
Presenter: Nancy Hodges, NC DJJDP Area Consultant
Wesley P. Smith, Health Director, Chair, Hyde County JCPC
Attachment: Yes

ITEM TITLE: Local Funding for DJJDP Programs for FY 2014-15

SUMMARY: Presentation of the DJJDP County Funding Plan for Hyde County for Fiscal Year 2014-2015. DJJDP is funding \$49,898 to support two programs in FY 2014-2015 (Hyde County Schools – Hyde Counseling Prevention and Intervention & Hyde County Cooperative Extension – Hyde Youth Services Interpersonal Skills and Restitution), which requires a local cash match in the amount of \$4,990 for a total of \$54,888. This is the same amount of local funding approved by the Hyde County Board of Commissioners for FY 2013-2014.

RECOMMEND: APPROVE LOCAL CASH MATCH OF \$4,990 FOR DJJDP PROGRAMS FOR FY 2014-2015

Motion Made By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
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Vote: Barry Swindell
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I. Hyde County Juvenile Crime Prevention Council Executive Summary

The Hyde County Juvenile Crime Prevention Council (JCPC), in fulfillment of the duties and responsibilities as set forth in the General Statutes of the State of North Carolina, has completed the activities required to develop this County Plan for FY 2014-15.

The JCPC has identified the issues and factors which have an influence and impact upon delinquent youth, at-risk youth, and their families in Hyde County. Further, the JCPC has identified the strategies and services most likely to reduce/prevent delinquent behavior.

JCPC Action Plan: An Action Plan for the JCPC to impact delinquent behavior has been developed. The Hyde County JCPC proposes to:

Prevent and reduce delinquent behavior

Provide a continuum of community resources to address delinquent and at-risk behavior

Priorities for Funding: Through a risk & needs assessment and a resource assessment, the JCPC has determined that the following services are needed to reduce/prevent delinquency in Hyde County.

- Parent/Family Skills
- Mentoring Services
- Interpersonal Skills
- Restitution and Community Service
- Temporary Shelter

Monitoring and Evaluation: Each program funded in the past year by the JCPC has been monitored and the forms and recommendations are on file in the DJJ Area Office. The monitoring results and program outcomes were considered in making funding allocation decisions. **Monitoring results for the following programs:**

- *Hyde Prevention & Intervention Program
(Interpersonal Skills) Continued funding without conditions*
- *Hyde Youth Services
(Interpersonal Skills and Restitution) Continued funding without conditions*

Funding Recommendations: Having published a Request for Proposals on January 8, 2014 with program applications due March 3, 2014 by noon, the JCPC exceeded the minimum 30-day advertisement required by JCPC policy and procedure. The JCPC has screened submitted proposals and has determined which proposals best meet the advertised needed services.

As required by statute, the JCPC recommends allocation of Juvenile Crime Prevention funds to the following programs in the amounts specified below for FY 2014-15.

Program Provider	DJJDP Funding	Local Cash Match	Total
Hyde County Schools - Hyde Counseling Prevention & Intervention Program	\$24,696	\$2,470	\$27,166
Cooperative Extension - Hyde Youth Services Interpersonal Skills & Restitution	\$25,202	\$2,520	\$27,722

Hyde
II. JCPC County Funding Plan

Available Funds: \$49,898 Local Match: \$4,990 Rate: 10%

A Program Description for each program listed below is included in the County Plan.

#	Program Provider	JCPC Funding	LOCAL FUNDING		OTHER State/Federal	OTHER Funds	Total
			Local Cash Match	Local In-Kind			
1	Hyde County Schools - Hyde Counseling Prevention & Intervention	\$24,696	\$2,470				\$27,166
2	Cooperative Extension - Hyde Youth Services Interpersonal Skills & Restitution	\$25,202	\$2,520				\$27,722
3							\$0
4							\$0
5							\$0
6							\$0
7							\$0
8							\$0
9							\$0
10							\$0
TOTALS:		\$49,898	\$4,990	\$0	\$0	\$0	\$54,888

The above plan was derived through a planning process by the Hyde County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2014-15

 Chair, Juvenile Crime Prevention Council (Date)

 Chair, Board of Commissioners or County Finance (Date)

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: May 5, 2014
Presenter: Marshall Gill & Scott Lageux LandDesign, Inc.
Attachment: No

ITEM TITLE: 185 LANDING ROAD DRAFT PLAN PRESENTATION

SUMMARY: LandDesign, Inc. has been working on a master plan for the redevelopment of the property located at 185 Landing Road in Swan Quarter. Marshall Gill and Scott Lageux will present the draft plan to the Board for review.

RECOMMEND: Review, make comments.

Motion Made By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
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 Earl Pugh, Jr.

Vote: Barry Swindell
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**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: May 5, 2014
Presenter: Melinda Sutton, Ocracoke National Scenic Byway Committee
Attachment: Yes

ITEM TITLE: REQUEST MATCH SHARE

SUMMARY: The Outer Banks National Scenic Byway Advisory Committee is comprised of Dare, Hyde and Carteret Counties and works with its partners from the National Park Service (NPS), US Fish & Wildlife Service (USFWS) and the NC Department of Transportation (NCDOT) to undertake and complete projects. Dare County acts as the financier for the Outer Banks National Scenic Byway.

The Ocracoke Scenic Byway Committee is requesting Hyde County's match share of \$12,570 from the Ocracoke Occupancy Tax Board. The match is for the previously awarded "wayshoring" and "visitor orientation grants.

RECOMMEND: Approve.

Motion Made By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
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Ocracoke Scenic Byway Committee consists of Melinda Sutton, Gene Balance, Janey Jacoby, Frank Brown, Rudy Austin, Robin Payne. Darlene Doshier and Mazie Smith are invited at the Advisory meetings quarterly. Please use PO Box 1025, Ocracoke, NC 27960 for correspondence.

The Ocracoke Scenic Byway Committee would like to request Hyde County's match share of \$12,570 from the Ocracoke Occupancy Tax Board. The match is for the previously awarded 2011 grant for visitor orientation signs and components through the Outer Banks National Scenic Byway.

This project will significantly improve the Ocracoke traveler experience by use of a coordinated and comprehensive system of maps and signs. The fabrication and installation of byway route guide signs to our island attractions will provide clarity of the byway route, visually showcase the byway with its special attractions, and enhance the visitors' knowledge of the Outer Banks and Ocracoke. Since Ocracoke is located in the center of the byway, we have the opportunity to provide lodging and meals for those traveling along the route. Maps and a dedicated stand for brochures at existing facilities will also be developed. Digital byways maps will be created for use in multiple media. Ocracoke has the opportunity to use our exposure in the byway media to increase our presence to the traveling public. As our Ocracoke visitors are more easily able to connect with and experience the byways resources, they will have a more educational, safe, and enjoyable experience.

The National Scenic Byways Program is part of the U.S. Department of Transportation, Federal Highway Administration. The program was established to help recognize, preserve and enhance selected roads throughout the United States. The U.S. Secretary of Transportation recognizes certain roads as All-American Roads or National Scenic Byways based on one or more archeological, cultural, historic, natural, recreational and scenic qualities. Travelers know that Byways have successfully negotiated program requirements to offer a truly exceptional travel experience. There are only 150 National Scenic Byways in the country. The Outer Banks National Scenic Byway was chosen as a National Byway for its maritime heritage and natural environmental beauty. The Outer Banks National Scenic Byway begins at Whalebone Junction, goes through Ocracoke Island, and onto the mainland through Cedar Island ending just outside Beaufort at North River.

The Outer Banks National Scenic Byway is managed by a collaborative committee comprised of leaders from each of the three counties which the byway traverses-Dare, Hyde, and Carteret. These three county level committees are appointed by the county board of commissioners. The Advisory Committee works with its partners from the National Park Service, US Fish and Wildlife Service, and the NC Department of Transportation to undertake and complete projects.

The Outer Banks National Scenic Byway Advisory Committee is not incorporated. Dare County acts as the financier for the Outer Banks National Scenic Byway. Our only annual bill is \$480 for Website hosting. That bill, as well as matching funding for any grants is paid as follows: Dare County 50% and Carteret and Hyde, 25% each, based on miles located in each county along the Byway. Each county Byway committee pursues any combination of sources for this funding,

including county budgets, county tourism agencies, economic development councils, local community foundations, and partners, etc.

A Federal grant for \$32,000 was awarded in 2010. This allowed David L. Dahlquist Associates, LLC to assess and develop a graphic identity for the Outer Banks Scenic Byway to represent the byway in all media- signs, maps, websites, newsletters and press releases, as well as write a grant for the signs. Hyde County's fund match of \$1,600 for this grant was approved at the last Ocracoke Occupancy Tax Request meeting. The invoice has yet to be turned in for payment from the Ocracoke Occupancy Tax Board. The attached design was adopted by the National Scenic Byway group as the official graphic identity of our byway in November 2011.

The Outer Banks National Scenic Byway Advisory Committee, in cooperation with Dare County, applied for and was awarded a 2011 National Scenic Byways Program Discretionary Grant. The grant of \$251,400 is to fund the continued planning, design, and installation of certain components for visitor orientation along the Outer Banks National Scenic Byway. Some of the components in this project include byway guide signs, byway entrances and exits, community gateway and attraction signs, map graphics, web page, and hospitality personnel training.

Copies of the different sign uses and projected sign placements near and on Ocracoke are attached. A copy of the grant application is also attached with budget.

The timeline for this project is as follows-

April 2012	Acceptance of Grant by North Carolina Board of Transportation
May 2012	Contract between Dare County (as financier for the Advisory Committee) and NCDOT approved by North Carolina Board of Transportation
June 2012	Notice to Proceed received Issuance of Request for Letters of Interest Interviews with Candidates Selection of contractor Negotiation of contract
August 2012	Project starts. It is expected to take 20 months to complete

December 2012 Match amount would be payable to Dare County

Dare County will handle the wayshowing grant for the Advisory Committee. The total budget cost of the grant is \$251,400. Matching funds total is \$50,280. Dare County's Tourism Board, with the approval of Dare's board of commissioners, has allocated \$25,140 or half of the required match for the grant. Carteret County and Hyde County Byway Committees are each responsible for \$12,570 in matching funds for the wayshowing and visitor orientation grant.

At this time, the Outer Banks National Scenic Byway has no outstanding liabilities, other than the \$50,280 needed for matching funds on this grant.

**Hyde County Board of Commissioners
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Meeting Date: May 5, 2014
Presenter: Tammy Blake, HR Director
Attachment: No

ITEM TITLE: SUMMER SCHEDULE 2014

SUMMARY: County employees are inquiring whether or not they will be working a “summer schedule” as they have done for the past three or four years. This option for employees was allowed to help boost morale.

RECOMMEND: Approve.

Motion Made By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
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Vote: Barry Swindell
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Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: May 5, 2014
Presenter: Justin Gibbs, Emergency Services Director
Attachment: Yes

ITEM TITLE: HYDE COUNTY EMS – COLLETON SOFTWARE AGREEMENT
FOR MEDICAL BILLING SERVICES

SUMMARY: The Hyde County Emergency Medical Services Branch is requesting renewal of the Colleton Software Agreement for Emergency Medical Services Billing.

RECOMMEND: Discussion and approval which grants the County Manager the authority to execute the attached agreement contingent upon the County Attorney's approval.

Motion Made By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
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Vote: Barry Swindell
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 Ben Simmons
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**NOTICE: THIS AGREEMENT IS SUBJECT TO ARBITRATION, AS
MODIFIED HEREIN**

AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES

THIS AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES (the "Agreement") is signed and agreed upon on the 1st day of JANUARY, 2014 and is entered into with an effective date of 1st day of JANUARY, 2014 (the "Effective Date"), by and between Tarheel Medical Billing, Inc. dba as Colleton Software, a corporation organized and existing under the laws of the State of South Carolina ("TMB"), and Hyde County Emergency Medical Services, a Division of the Hyde County Government; organized and existing under the laws of the State of North Carolina (the "Client"). In the remainder of this Agreement, TMB and Client shall be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, TMB is in the business of providing medical billing and collection services to the health care industry; and

WHEREAS, Client desires to obtain billing and collection services from TMB to assist in the collection of accounts receivable; and

WHEREAS, TMB wishes to provide billing and collection services for Client upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree to the following terms and conditions:

1. **PURPOSE.** The Parties hereby acknowledge and agree that during the Term (as hereinafter defined) of this Agreement, TMB will be the sole and exclusive provider of medical billing and collection services for Client (collectively, the "Services"). Client understands, acknowledges and agrees that there may be accounts assigned to TMB pursuant to this Agreement for which TMB determines, in its sole discretion, that collection services are not warranted. In the event that TMB makes such a determination about an account, TMB will return the account to the Client and TMB will have no obligation to perform any collection services with regard to the returned account. Any additional services requested by Client of TMB not explicitly defined within this Agreement will be considered to be separate and apart from this Agreement and subject to negotiation and additional fees for services rendered.

Client represents and warrants to TMB as follows:

(A) That all accounts referred to TMB for collection pursuant to this Agreement (i) have been timely referred to TMB, (ii) have not been charged off or otherwise reduced to a zero balance, (iii) were generated in the ordinary course of business, (iv) have been properly coded, (v) are collectible, revenue-generating accounts

and (vii) have not been sent to TMB for account processing or any other type of administrative-type service, with the exception of administrative-type services that are incidental to performing collection Services on revenue-generating accounts;

(B) by entering into this Agreement and/or performing its obligations hereunder, Client will not be in breach of any obligation to, covenant not to compete or restrictive covenant with, any third party; and

(C) All amounts (including without limitation fees, costs and charges) included in all accounts referred to TMB for collection pursuant to this Agreement (i) are permitted and are collectible under all federal, state and local laws, rules and regulations applicable to Client, Client's business and TMB and (ii) will be either (a) expressly authorized by the agreement creating the debt or (b) permitted by law

2. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a period of three (3) year(s), commencing on the 1st day of JANUARY, 2014, and terminating at 11:59 P.M. on the 30th day of DECEMBER, 2016 (the "Initial Term").

Upon the expiration of the Initial Term, this Agreement will automatically renew for one (1) one (1) year period (the "Renewal Term;" the Initial Term and the Renewal Term, if exercised, are hereinafter collectively referred to as the "Term"), on the same terms and conditions set forth herein, unless Client delivers to TMB written notice (i) of termination or (ii) of Client's desire to renegotiate the terms of this Agreement, at least sixty (60) days prior to the expiration of the Initial Term.

Upon the expiration or other termination of this Agreement, Client shall immediately discontinue use of the MICS (as hereinafter defined) software.

3. **TMB'S RIGHTS, DUTIES & OBLIGATIONS.** It is hereby acknowledged and agreed by the Parties that, during the Term of this Agreement, TMB will provide the Services for Client, subject to the following conditions:

(A) MICS Software. TMB will provide the Medical Information Collection System software ("MICS") to the Client free of charge together with any additional software that TMB, in its sole discretion, determines is necessary to effectively initiate and operate the billing system. At all times TMB will retain any and all ownership interest together with all rights to the MICS software and any other software provided to client hereunder.

(B) Technical Support. TMB will provide technical support to Client for all software or technical-related issues that arise due to a malfunction of the MICS software or other software provided by TMB.

(C) Additional Technical Support. If necessary, all other technical support provided by TMB will be governed by the terms of a separate technical support agreement

(D) Accounts Receivable Management Services. TMB will provide Client the following insurance filing and additional patient billing services:

(i) Insurance Filing. Claims for reimbursement or payment for ambulance or wheelchair transportation provided by the Client will be submitted to insurance carriers by TMB after TMB receives the necessary data to file the claim via the MICS. If the insurance claim remains unpaid for more than forty-five (45) days or TMB does not receive notification from the insurance company as to payment or refusal of the claim thereof, TMB will, in TMB's sole discretion, institute necessary procedures to continue collection of the account as TMB deems necessary. Accounts with outstanding balances remaining after the insurance company and/or third party payor determines benefits payable will be billed directly to the patient/guarantor by TMB or as dictated by the Client.

(ii) Direct Patient Billing. At the direction and instruction of Client, TMB will mail an initial statement of account to all patients/guarantors without insurance and to patient/guarantor after receipt of denial or partial payment from the insurance company or third party payer. Billing will only occur after TMB receives the necessary billing data via MICS. After the initial statement, the account will be entered into a thirty (30) day billing cycle. After an account reaches ninety (90) days without activity that account balance will be cleared and TMB will no longer bill the account with the following exceptions:

(a) TMB will bill patient accounts once and only once but will continue to collect from insurance and other payors until all possibility of collection ceases;

(b) Those accounts that have documentation and/or a letter from an attorney protecting the Client's interest; or

(c) Those accounts that have established a payment arrangement between the Patient/Guarantor and TMB.

(E) Provided Materials. TMB will furnish and provide all material needed for billing accounts, including but not limited to insurance claim forms, patient mailers, paper supplies and postage.

(F) Deposits. TMB will direct deposit all payments received by TMB on behalf of the Client. Deposits will be made into a bank account set up by the Client for receipt of the monies. Deposits will be made into the Client's account on a weekly basis. TMB's access will be limited to the Client's account or monies for the sole purpose of depositing monies into the Client's account. TMB will have no authority over any accounts maintained by the Client.

(G) Accounts Receivable Management Reports. TMB will provide the Client with accounts receivable management reports on a monthly basis. The reports will

be submitted to the Client no later than the 10th day of the following month via email to the address from which TMB receives the MICS data. The reports shall include the following information:

(i) Monthly financial report reflecting the month-to-month and year-to-date transaction summaries, including but not limited to amounts billed, paid and adjustments;

(ii) Check registry reports reflecting a list of revenues received and totals; and

(iii) Deposit tickets for all deposits made into Client's account.

(H) Return of Non-Collectable Accounts. TMB will provide the Client with a monthly list of all accounts that TMB will no longer bill and will return all documentation regarding such accounts to the Client simultaneously with the corresponding accounts receivable management report.

(I) Sub-Contract. TMB may, in its sole discretion, subcontract any work that it deems appropriate or necessary to third parties. TMB agrees to assume all responsibilities for the work of the subcontractor and the fees charged by the subcontractor.

(J) Disclaimer of Warranties. With the exception of the express representations and warranties set forth in this Agreement, TMB disclaims without limitation any and all promises, representations and warranties (express, implied, and/or statutory) pertaining to any billing/collection services furnished hereunder. Additionally, TMB makes no representation or warranty as to the timing or to the amount of collections to be realized in connection the performance of billing/collection services hereunder, and TMB does not guarantee a specific collection percentage.

(K) TMB will process all Medicare, Medicaid and commercial insurance paperwork required to receive the client's PTAN and NPI numbers and connect those numbers to any and all electronic submission requirements that TMB uses to submit Client's claims. The Medicare PTAN numbers and change of address requests for new billing services may take up to 60-90 days to be processed by the appropriate Medicare sources. After the PTAN numbers or change of address is received TMB will process the paperwork to connect Client's PTAN number to TMB's submitter ID in order to submit all claims electronically and this process may take up to an additional 15 days. Medicare payments are received via direct deposit to Client's account approximately 14 days after the call and all supporting paperwork are submitted to TMB.

4. **CLIENT'S RIGHTS, DUTIES & OBLIGATIONS**. During the Term of this Agreement, Client agrees that TMB will be the sole and exclusive provider of Services for Client and Client will not enter into any other agreements or arrangements

concerning the billing and/or collection of medical accounts nor uses self or in-house collection. This Agreement is subject to the following conditions:

(A) Provide Information. Client agrees to provide all necessary documentation for billing and claims processing including, but not limited to, the following:

(i) All information as required from time to time by TMB to process accounts for services rendered by the Client;

(ii) Client will install and operate MICS and will submit all requested information to TMB via MICS in a timely manner;

(iii) Client agrees to keep all necessary information to support third party claims, Medicare waivers, and medical authorization releases on file in accordance with state and federal regulations. The Client also will notify TMB in the event signatures are not obtained with each data file submission;

(iv) Client shall retain and be responsible for clarifying or obtaining any additional information necessary for billing claims/patients which shall include scanned copies of hospital records and other information provided by third parties including but not limited to insurance documents and patient instruments. Information to be provided includes but is not limited to information required by MICS, technician's signatures and doctor's signatures when applicable;

(v) Client shall promptly notify TMB of any change in the ownership and/or management of Client;

(vi) Client shall promptly notify TMB of any changes to Client's inventory of vehicles, either through the addition of new vehicles or through the disposition of vehicles;

(vii) Client shall promptly notify TMB of any change of address for Client; and

(viii) Any additional information requested by TMB needed to process/support a claim. Any requested information will be submitted by Client to TMB within five (5) days of written request of TMB.

Client acknowledges and agrees that TMB shall have no obligation to commence collection activities on an account until Client has provided to TMB all of the information required pursuant to this Section 4(A). TMB may, in its sole discretion, elect to commence collection activities on an account prior to receiving all of the information required under this Section 4(A).

(B) Transmission of Data. Client agrees to email all data collected by MICS within seventy-two (72) hours of receipt. The Client shall immediately notify TMB should the transmission of the data be delayed for reasons beyond the Client's control together with the projected time in which the data will be transmitted.

(C) Limited Power of Attorney. Client hereby grants to TMB an irrevocable power of attorney coupled with an interest for the purpose of giving TMB permission to sign on its behalf all forms and documents necessary for reimbursement to the Client.

(D) Address Changes. Client agrees to make or allow TMB to make necessary address changes in order that payments and correspondence relative to billing activities may be sent directly to TMB's mailing address.

(E) Signing of Forms. Client agrees to sign all forms that are required by Medicare, Medicaid, Champus and any other insurance carriers or payors necessary for TMB to perform the Services.

(F) Refrain on Discussing Fees. Client shall not, without the prior written consent of TMB, which consent may be withheld by TMB in TMB's sole discretion, discuss with any third parties the fee schedule/structure set forth in this Agreement.

(G) Copyrighted Materials. Client agrees and understands that TMB retains all ownership interest and all rights to the MICS software. In the event of termination, expiration or breach of this Agreement, Client agrees to immediately return all software provided under the terms of this Agreement to TMB, but in no event within 5 days. Failure to return the software or any computers owned by TMB will cause TMB significant damages. Client shall not make any copies of software provided by TMB.

(H) Performance. Client understands and agrees that TMB's obligation to perform under this Agreement is conditioned upon Client's timely compliance with its agreements with and covenants to TMB. In the event Client breaches any such agreement or covenant, or causes any such covenant or agreement to be breached, TMB's obligations to perform under this Agreement shall automatically terminate, and TMB shall have no further liability or obligation to Client. In the event TMB terminates this Agreement pursuant to this Section 4(H), Client shall immediately pay to TMB all amounts then due and outstanding.

(I) Reimbursement. Client shall reimburse TMB for reasonable costs and expenses that TMB incurs to search, restore, compile, photocopy or otherwise reproduce and deliver information, data or documents pertaining to Services provided under this Agreement whether requested by the Client, its agents and representatives, the person for whom healthcare services were provided, the responsible party on the referred account, the U.S. Department of Health and Human Services or any other person or entity entitled to such information by operation of law or contract when such reproduction

requires resources or effort that exceed what is necessary to provide commonly requested information. All reimbursements shall be made within thirty (30) days of Client's receipt of invoice for same from TMB.

(J) Non-Solitation. During the term of this Agreement, and for a period of two (2) years thereafter, Client agrees that it will not, without the prior written consent of TMB, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit or attempt to solicit any person employed by TMB, whether or not such employee is a full-time, part-time or temporary employee.

5. **MUTUAL RIGHTS, DUTIES & OBLIGATIONS OF THE PARTIES.** The following rights, duties and obligations apply to the Parties:

(A) Compliance with local, state and federal regulations. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations.

(B) Operation of Law. In the event that this Agreement or any part of this Agreement is deemed to be contrary to local, state, or federal law by counsel for Client or TMB, or, in the opinion of counsel, presents substantial legal risk to either Party, Client and TMB agree to use their best efforts to make changes to the Agreement to the minimum extent necessary to make this Agreement consistent with applicable laws, and to try to retain as closely as possible the original terms reflected in this Agreement. If this Agreement cannot be modified or amended in a way that is mutually agreeable to Client and TMB and complies with applicable law after Client and TMB have used their best efforts, then either Client or TMB may terminate the Agreement. Client and TMB expressly acknowledge that it has been and continues to be their intent to comply with all federal, state, and local laws, rules and regulations.

(C) Record Retention. The Parties agree that TMB shall retain, for such period(s) of time as TMB deems necessary, such documents and records as TMB deems appropriate related to this Agreement and the Services provided hereunder in order to comply with applicable laws, rules and regulations and TMB shall have the right to disclose such documents and records to such governmental authorities as required by law. This section shall survive the expiration or termination of this Agreement.

(D) Patient Confidentiality (HIPAA). The Parties agree that TMB may be considered a "business associate" of Client under the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (HIPAA).

(E) Confidential Information. The Parties acknowledge that the Confidential Information (as hereinafter defined) of each Party is of substantial value and that its value may be destroyed by the disclosure thereof to a third party not contemplated under this Agreement. Accordingly, the Parties, for themselves and their respective employees and agents, covenant and agree that they will treat and hold as private all Confidential Information of the other Party and that they will not, without the express written consent of a duly authorized officer of the other Party, divulge, furnish or make

accessible to anyone, or otherwise disclose, directly or indirectly, any Confidential Information. Additionally, the Parties, for themselves and their respective employees and agents, covenant and agree that they will refrain from using any of the Confidential Information except in connection with the performance of their respective obligations under this Agreement, and deliver promptly to the other Party or destroy, at the request and option of such Party, all tangible embodiments (and all copies) of Confidential Information in its possession. The term "Confidential Information" as used herein includes, but is not limited to, Trade Secrets (as hereinafter defined), any and all proprietary information, information not made available to the public about sales, costs, pricing, marketing, ideas, problems, developments, research records, technical data, information on computer disks or computer print-outs, computer programs, processes, plans for product or service improvement and development, business and strategic plans and methods, lists of patients, customers or clients, expirations, financial information, forecasts, patient, customer or client records, and any other information concerning the Parties, their businesses, affairs, shareholders, officers and employees that is not already generally available to the public.

The term "Confidential Information" does not include: (i) information which is or becomes publicly available other than as a result of acts by the receiving Party in breach of this Agreement, (ii) information which is disclosed to the receiving Party by a third party on a non-confidential basis without violation of this Agreement or similar confidentiality agreement, or (iii) information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction.

In the event that either Party, its employees or agents, are requested or required (by oral question or request for information or documents in any legal proceeding, deposition, interrogatory, subpoena, or similar process) to disclose any Confidential Information, such Party, its employees or agents, will notify the other Party promptly in writing of the request or requirement so that such Party may seek an appropriate protective order or waiver in compliance with the provisions of this Section 5(E). If, in the absence of a protective order or the receipt of a waiver hereunder, a Party, its employees or agents are, on advice of counsel, compelled to disclose any Confidential Information to any legal tribunal or else stand liable for contempt, such Party, its employees or agents, may disclose the Confidential Information to the tribunal; provided, however, that such Party, its employees or agents, shall use their best efforts to obtain, at the request of the other Party, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the other Party shall designate.

The provisions of the Section 5(E) shall survive the expiration or other termination of this Agreement.

(F) Cooperation. TMB and Client covenant and agree that they will cooperate and work in good faith with the each other and will not commit any acts or omit

any acts that might tend to obstruct either Party in performing its duties under this Agreement.

6. **FEEES FOR SERVICES RENDERED.**

(A) Administration Fee. Client will not be charged an administrative fee for the establishment of this account with TMB.

(B) Fee. For all Services provided, TMB will charge, and Client hereby agrees to pay, a contingent collection fee equal to 6.00% of payments made on accounts assigned, regardless of whether the payment is made to TMB or to Client. All fees paid by Client to TMB are payable in U.S. dollars only.

(C) Payment Terms: TMB will submit an invoice on or around the 10th day of the month for the commission due on monies collected by TMB during the preceding calendar month. The invoiced amount is due upon receipt. Payment must be received by TMB within fifteen (15) days from the Client's receipt of the invoice.

Fees outstanding are subject to a late charge of one and one-half percent (1½%) per month or the maximum amount allowed by law, whichever is less.

Client agrees to report to TMB, within ten (10) business days of Client's receipt of a payment, any and all payments received directly by Client or its agent on accounts that are in the possession of TMB and agrees that TMB will be entitled to receive regular agreed collection fees on said payments.

(D) Attorney/Collection Fees. In the event that TMB retains an attorney or collection agency to assist in the collection of any amounts owed to TMB by Client, TMB will include such costs and fees incurred as a result of such retention in the amount to be collected from the Client. Client will be responsible for all reasonable attorneys' fees and costs incurred by TMB as a result of Client's nonpayment.

(E) Right to Offset. In addition to all other remedies available to TMB, in the event Client fails in its obligation to pay TMB in a timely manner in accordance with the terms of this Agreement for Services, or any other amounts owed, and Client fails to cure said obligation within a five (5) day period following notification from TMB, TMB shall be entitled to offset any such unpaid amounts against any and all amounts received by TMB as payment on accounts referred to TMB pursuant to this Agreement.

(F) Right to Terminate. In the event any invoice remains unpaid more than thirty (30) days after the invoice date, TMB shall have the right to temporarily discontinue the performance of the Services and its other obligations under this Agreement and/or to terminate this Agreement, and TMB shall have no further liability or obligation to Client. In the event TMB terminates this Agreement pursuant to this Section 6(F), Client shall immediately pay to TMB all amounts then due and outstanding.

7. **LIMITATION OF LIABILITY.**

(A) Subject to Section 7(C) below, TMB shall not be liable to Client or any third party for any damages resulting from or related to this Agreement or the Services performed hereunder, except for damages resulting from the gross negligence or willful misconduct of TMB.

(B) In no event shall TMB be liable to Client or any third party for any incidental, indirect, special, consequential or punitive damages whatsoever, including, without limitation, damages for loss of profits or revenues, loss of data, business interruption, or any other damages or losses arising out of or related to this agreement or the performance or breach thereof, regardless of the theory of liability (contract, tort or otherwise), even if TMB has been advised of the possibility thereof.

(C) TMB's entire liability for any matter arising from or related to this Agreement shall be limited to the amounts paid by Client to TMB under this Agreement within the twelve (12) months preceding the event giving rise to such damages, if any.

8. **TERMINATION OF AGREEMENT.**

(A) This Agreement may be terminated as follows:

(i) By written notice by either Party in the event that the other Party has defaulted under the terms of this Agreement and shall have failed to remedy such default within thirty (30) days (five (5) days for a payment default) after written notice thereof from the non-defaulting Party unless such cure shall reasonably take a longer period and the defaulting Party provides assurance that it is attempting to timely cure; or

(ii) By either Party for any reason and at any time by providing sixty (60) days prior written notice of such intent to the other Party. During the Sixty (60) day period, the Agreement shall continue in full force and the Parties shall be obligated to act in accordance with this Agreement.

(iii) Notwithstanding any provisions contained herein to the contrary, this Agreement may be immediately terminated by TMB, with no further obligation, if Client engages in any illegal conduct or commits any act which may be classified as a felony or a misdemeanor under state or federal law.

(B) In the event that this Agreement is terminated, the Parties agree that:

(i) TMB will not be liable for any costs incurred by the Client in securing another billing collection agency;

(ii) TMB will not pay or refund money earned as a result of Services provided to the Client;

(iii) TMB will return to the Client all of Client's property including financial records, statistical information, files and patient medical records and accounts in a reasonable time period. Once the aforementioned information is delivered to the Client, Client agrees to release TMB of all liability for the information's safekeeping; and

(iv) Client shall allow TMB to remove all software that has been provided to the Client by TMB on all of Client's computers. All hardware owned by TMB will be returned at the termination of this Agreement. The Client will immediately deliver to TMB any and all copies of the MICS software and any other software provided to the Client owned by TMB. Under no circumstances shall any property owned by TMB be retained by the Client more than twenty (20) days from the date this Agreement has been terminated. In the event the Client fails to return the property and software of TMB within the prescribed time frame, the Client shall pay TMB, as liquidated damages and not as a penalty, \$100.00 per day until the property is returned.

9. **INDEMNIFICATION.** TMB and Client each agree to and do hereby assume responsibility for their respective acts or omissions which may give rise to any claim arising out of this Agreement. TMB and Client shall indemnify and hold harmless the other Party and the other Party's affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to (i) such Party's acts or omissions and (ii) any misrepresentation or breach of any agreement, representation, warranty or covenant made herein by such Party.

Additionally, Client shall indemnify and hold harmless TMB and TMB's affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs, penalties and expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to any breach or violation of any Medicare rules or regulations by Client or Client's affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, employees and/or agents.

The Party to be indemnified hereunder (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") in writing concerning the nature of any claim for indemnification made hereunder within fifteen (15) days after receipt of knowledge of the facts upon which such claim is based, time being of the essence, setting forth specifically

the facts giving rise to the alleged claim, the basis for the claim and the amount of liability asserted to the extent known.

The Indemnifying Party shall have the right to conduct the defense of any claim or action commenced by a third party against the Indemnified Party with respect to which Indemnified Party has asserted a claim to receive indemnification and in which Indemnifying Party has an indemnification obligation, provided that the Indemnifying Party must so elect by notice to Indemnified Party within thirty (30) days after receipt of written notice thereof from the Indemnified Party. In defending, compromising or settling any such claim or action, the Indemnifying Party shall exercise due regard for the continuing business interests of the Indemnified Party and shall not settle any claim without the prior written consent of the Indemnified Party if the Indemnified Party would be adversely affected thereby. In the event that the Indemnifying Party shall not elect to defend any such third party claim or action, the Indemnified Party shall use commercially reasonable business judgment in defending, settling or compromising such claim or action and shall notify the Indemnifying Party prior to settling or compromising any such claim or action. The Indemnified Party shall cooperate fully with the Indemnifying Party in defense of all such claims or actions which the Indemnifying Party elects to defend, and the Indemnified Party shall have the right, at its own cost and expense, to employ counsel to assist in such defense, which counsel may consult or confer with and advise counsel or other representatives of the Indemnifying Party with respect thereto. The cooperation of the Indemnified Party is a condition to the Indemnifying Party's continuing indemnification obligation hereunder and the Indemnified Party's cooperation shall include making available to the Indemnifying Party the time and assistance of its officers, directors, owners and employees, and providing access to and the right to make copies of and excerpts from all pertinent documents, books and records to the extent they are in the Indemnified Party's possession or within its control.

The Indemnified Party shall use commercially reasonable business judgment in defending and minimizing total costs and damages with respect to any claim for which the Indemnifying Party may become responsible hereunder prior to making a claim against the Indemnifying Party hereunder.

The provisions of the Section 9 shall survive the expiration or other termination of this Agreement.

10. **LIMITED LICENSES.** TMB grants Client a limited license to utilize and distribute TMB proprietary software materials as incorporated in the product. The materials may not be utilized for any other purpose other than specifically stated in this Agreement. Client agrees that any such use violates this Agreement and will result in damages to TMB. Client agrees and understands that the product may include protected intellectual property of entities other than TMB and that TMB, by virtue of its agency relationship with these entities, is or may be required to assist these entities in the prosecution of any party that may infringe or attempt to infringe upon such protection.

11. **ARBITRATION.** Any controversy or claim arising out of or related to this Agreement or the breach thereof, other than actions for non-payment of any amounts due hereunder from Client to TMB, which the Parties hereto are unable to resolve after at least thirty (30) days of good faith negotiations, shall be settled, except as may otherwise be provided herein, by binding arbitration and the arbitration award may be entered as a final judgment in any court having jurisdiction thereon. Any dispute as to whether a controversy or claim is subject to arbitration shall be submitted as part of the arbitration proceeding. All arbitration proceedings shall be conducted by three arbitrators, one of which is appointed by each party, and the third appointed by the other two, unless the parties agree otherwise. The costs of the arbitrator shall be shared equally among the Parties. The Parties agree that Edgecombe County, North Carolina shall be the proper forum for arbitration brought under this Agreement.

12. **MISCELLANEOUS.**

(A) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other agreements, whether oral or written, regarding the same. The terms of this Agreement are contractual, not merely recital, and are the result of negotiation among the Parties. This Agreement has been carefully read by the Parties. The contents of this Agreement are known and understood by all, and it is freely and voluntarily executed by each Party. Each person executing this Agreement in a representative capacity has the authority to execute the Agreement and bind the Party it represents to such Agreement. No Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party in executing this Agreement, except as expressly stated in this Agreement.

(B) Modifications. This Agreement can only be modified by a written agreement duly signed by authorized representatives of TMB and Client, and variances from or addition to the terms and conditions of this Agreement in any order or other writing will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, the Parties covenant and agree not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and the Parties further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

(C) Headings. All headings are inserted for convenience of the Parties and do not define the specific terms.

(D) Force Majeure. The failure by TMB to any extent to furnish, or the interruption or termination of, the collection services, in whole or in part resulting from causes beyond the control of TMB shall not render TMB liable in any respect, nor be construed as a termination of this Agreement, nor work an abatement of compensation due TMB hereunder, nor relieve Client from the obligation to fulfill any covenant or agreement herein.

(E) Assignability. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(F) Waiver. Any waiver by any Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or of any other provision of this Agreement. Failure by any Party to enforce any of the terms, covenants or conditions of this Agreement for any length of time or from time to time shall not be deemed to waive or decrease the rights of such Party to insist thereafter upon strict performance by the other Party.

(G) Severability. The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the Parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision.

(H) Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Subject to Section 11 above, any claim or dispute hereunder shall be made or brought only in the state or federal courts sitting in HYDE County, North Carolina, the Parties hereto waiving any claim or defense that such forum is not convenient or proper. Each Party hereby agrees that any such court shall have in personam jurisdiction over it.

(I) Independent Contractor. In performing the Services under this Agreement, TMB's relationship with Client shall be that of an independent contractor. No partnership, joint venture, agency or employer-employee relationship is intended or shall be created between the Parties. TMB and its employees shall be free to dispose of such portion of their entire time, energy and skill during times in which they are not required to provide Services hereunder to Client, in such manner and in pursuit of such activities or business ventures as TMB and its employees shall choose. TMB shall not be entitled to participate in any plans, arrangements or distributions of Client pertaining to or in connection with any pension, stock, bonus, profit sharing or other fringe benefit plan. Client shall have no right to control the specific method or manner in which TMB performs the Services hereunder.

(J) Presumptions. Neither this Agreement nor any provision contained herein shall be construed against any Party due to the fact that this Agreement or any provision contained herein was drafted by said Party.

(K) Advice of Counsel. Each Party represents and warrants to the other Party as follows: (i) such Party has been advised to obtain the advice of independent legal counsel in connection with this Agreement, (ii) such Party has had the opportunity for representation in the negotiation of this Agreement by counsel of its choice, (iii) such Party has read this Agreement and understands the same, and (iv) such Party has, to the extent its desires, had the terms of this Agreement fully explained by its counsel and that it is fully aware of the contents of this Agreement.

(L) Notices. Any notice provided for or permitted to be given under this Agreement by any Party to any other Party must be in writing, and may be delivered by depositing same in the United States mail, addressed as provided for below, postage prepaid, registered or certified mail, return receipt requested, or by delivering the same in person to such Party, or by overnight courier or other delivery service. Notice personally delivered shall be deemed received when actually received by the addressee; notice deposited in the mail in the manner described above shall be deemed received three (3) days after mailing; and notice delivered by courier or other delivery service shall be deemed received on the day and time guaranteed by the delivery service. For purposes of notice, the addresses of the Parties shall be as set forth opposite their respective names below, or at such other addresses as designated in a written notice, given as provided herein, to all other Parties.

TMB: Colleton Software
Attention: Brian Gurkin
PO Box 1138
Walterboro, South Carolina 29844

Client Hyde County Emergency Medical Services
Attention: Justin Gibbs, Emergency Services Director
30 Oyster Creek Road, P.O. Box 95
Swan Quarter, NC 27885

(M) Cumulative Remedies. All rights and remedies of a Party hereunder shall be cumulative and in addition to such rights and remedies as may be available to a Party at law or in equity.

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

(O) Survival. Any provision of this Agreement which by its terms may not be fully executed prior to the expiration or other termination of this Agreement will survive the expiration or other termination of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year first above written.

HYDE COUNTY, NORTH CAROLINA

WITNESS:

By: _____
Title: _____
Date: _____

TARHEEL MEDICAL BILLING, INC.

WITNESS:

By: _____
Title: _____
Date: _____

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

Corrinne Gibbs
Hyde County Finance Officer

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: May 5, 2014

Presenter: Jane Hodges

Attachment: Yes

ITEM TITLE: HYDE COUNTY BUILDING INSPECTION PERMIT FEE SCHEDULE

SUMMARY: The Hyde County Building Inspection Department is presenting a new fee schedule. After discussion with the County Manager it was decided to increase several items so that we would be competitive with the surrounding areas.

RECOMMEND: APPROVAL OF THE FEE SCHEDULE

Motion Made By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.



Hyde County Department of Code Enforcement

1223 Main Street
 Post Office Box 95
 Swan Quarter, NC 27885
 Office (252) 926-4372

PERMIT FEE SCHEDULE

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF HYDE COUNTY:

The Fee for all permits required by the North Carolina State Building Code shall be paid at the time the permit application is submitted.

FEEES SHALL BE AS FOLLOWS:

MOBILE HOMES AND MODULAR CONSTRUCTION

	BASE FEE
1) Camper/Travel Trailer	\$ 75.00
1a) Yearly Renewal Fee for Travel Trailers	\$ 10.00
2) Single Wide	\$ 125.00
3) Double Wide	\$ 175.00
4) Triple Wide/On Frame Modular	\$ 200.00

Hyde County is a Zone III county, a used mobile home can be permitted if it was a Zone II and constructed prior to July 13, 1994.

LIGHT CONSTRUCTION/ACCESSORY STRUCTURES

5) 0 to 200 square feet per floor*	\$ 20.00
6) 201 to 600 square feet per floor*	\$ 40.00
7) 601 and up per square foot per floor*	\$ 80.00
*plus per square foot per floor	\$ 0.18

RESIDENTIAL/COMMERCIAL/OFF FRAME MODULAR

8) All unheated structures per floor per square foot	\$ 0.05
9) Complete blanket permit package for residential per floor per square foot	\$ 0.18
10) Multi Family Units are to add per unit	\$ 300.00
11) Complete blanket permit package for commercial per floor per square foot	\$ 0.25
12) Hotel/Motel/Condos/Apartments/Dorm Type add per unit	\$ 350.00
13) Factory/Industrial/Storage* units unheated per floor per square foot	\$ 0.35

14) Complete blanket permit package for Factory/etc.*	per floor per square foot	\$ 0.45
15) Storage buildings over 12x 12		\$ 75.00
16) Renovation—1/2 of new construction cost based on blanket permit for Residential/Commercial		

* Includes but not limited to Church, Restaurant, Theatre, Bank, Office Building, Doctor Office, Retail, Drug Store, Market, Rental Units, Mini Storage*

ELECTRICAL

17) Temporary service pole/Service change/Sub panel		\$ 75.00
18) Meter change out/Other applications/1 200 amp service		\$ 75.00
More than 1 200 amp service is and additional		\$ 75.00
19) Construction with only electricity	Per floor per square foot	\$ 0.07

MECHANICAL/HVAC

20) Change out for the first unit		\$ 100.00
Each additional units		\$ 25.00
21) Construction with only electricity	per floor per square foot	\$ 0.14
22) Replacing duct work per square foot		\$ 50.00

PLUMBING

23) Construction plumbing	Per floor per square foot	\$ 0.07
24) Construction with either electricity or HVAC	Per floor per square foot	\$ 0.14
25) Standard Fee-any work not covered under a blanket permit		\$ 50.00

INSULATION

26) All applications that are not part of a blanket permit		\$ 75.00
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Miscellaneous Permit Fees:

1) Copy of the Subdivision Ordinance		\$ 7.00
2) Copy of the Ocracoke Development Ordinance		\$ 10.00
3) Copy of the Fire works Ordinance		\$ 1.50
4) Fireworks Permit		\$ 100.00
5) Subdivision Permit-----Major		
Sketch Plan----per lot		\$ 10.00
Preliminary Plan---per lot		\$ 20.00
Final Plan---per lot		\$ 50.00
Minor/Private Access---per lot		\$ 20.00
Planned Unit		
Sketch Plan---per lot		\$ 15.00

	Preliminary Plan---per lot	\$ 25.00
	Final Plan---per lot	\$ 50.00
6) Mobile Home Park Permit		
	1 to 10 lots	\$ 20.00
	Over 10 lots for each one add	\$ 5.00
7) Temporary Construction Trailers		\$ 40.00
8) FEMA Development Building Permit Application Fee		\$ 30.00
9) Homeowners Recovery Fee- <i>State required fee</i>		\$ 10.00
10) Gas Pump/Storage Tank Installation or Removal---each tank		\$ 50.00
	Paperwork is required showing how it is disposed of	
11) Canopies		
	Residential/Commercial	\$ 25.00
	Gas Pump w/power	\$ 75.00
	without power	\$ 50.00
12) Phone Booth/ATM		\$ 45.00
13) Safety Inspections/Fire Inspections/ABC Inspections		\$ 50.00
14) House Elevation Permits		\$ 50.00
15) Dock/Piers	per lineal foot	\$ 1.00
16) Bulk Heading	per lineal foot	\$ 1.00
17) Day Care Inspections		\$ 50.00
18) Hood Canopies-over cooking areas-install/replace		\$ 50.00
19) Sprinkler Systems		\$ 100.00
20) Communication permit \$ 100.00 and per lineal ft in height		\$ 5.00
21) Swimming Pools, Spas and Hot Tubs above and in ground		\$ 100.00
	Hotel/Motel/Apartment/Condo/Dorm Type Building	\$ 100.00
22) Demolition /Removal of <u>Buildings</u> /Mobile Homes per structure		\$ 50.00
	pre-inspection for safety and hazardous materials and referral to proper departments if found	
23) Natural Gas Hook Up Inspections		\$ 40.00
24) Tennis Court		\$ 150.00
25) Sign		
	16 sq ft or less	No Charge
	16.1 sq ft to 32 sq ft on 1 side	\$ 50.00
	2 sides	\$ 100.00
	32.1 sq ft and up on 1 side	\$ 200.00
	2 sides	\$ 400.00
	16.1 sq ft w/power add	\$ 50.00
26) Fire Alarm		\$ 75.00
27) Working without a permit		double the cost
28) Failing to call for Required Inspections		50% of original permit fees
29) Re-Inspection Fee	first failed inspection	\$ 35.00
	same item second failed inspection	\$ 50.00
	same item third failed inspection	\$ 100.00
	subsequent violation for the same item	fine is doubled
30) Handicapped Ramp		\$ 75.00
31) Wind Turbines/Solar Panel Application Fee		\$ 100.00
32) Kiosk Fee/Roadside Stands (Renewable every year at the same fee)		\$ 50.00
33) Business Fee		

*amended May 7th, 2007 and August 16, 2010
amended February 21, 2010.*

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: May 5, 2014
Presenter: Hyde Soil & Water Conservation District – Bill Rich
Attachment: Yes

ITEM TITLE: WEST QUARTER/SWAN QUARTER WATERSHED ASSESSMENT

SUMMARY: At the October 7, 2013 the Commissioners held a public meeting concerning the current assessment rates on West Quarter and Swan Quarter Watershed. After the public comment period during the business session of the Board of Commissioners meeting the Commissioners voted to increase the West Quarter Assessment to \$0.35 per \$100.00 per tax value and raise Swan Quarter Assessment from \$0.06 to \$0.10 per \$100.00 tax value.

At the November 4, 2014 meeting, the Board of Commissioners rescinded their action concerning the West Quarter Assessment and requested that the Swan Quarter Steering Committee base the assessment rate on a per acre basis and on a tier system as it was originally set up.

On April 7, 2014 the recommendation from the Swan Quarter Watershed Steering Committee was to combine Tier 1 and 2 in the Assessment Area and increase the rate to \$7.00 per acre and in Tier 3 to a rate of \$3.00 per acre. The Board made a motion to accept the recommendation as presented and it was seconded and the motion carried.

Due to the fact that the original recommendation included rate increases on both West Quarter and Swan Quarter Watershed assessments and the Board rescinded the their original motion. The Swan Quarter Steering Committee requests that the Board of Commissioners make a motion to increase Swan Quarter Watershed Assessment from \$0.06 per \$100 tax value to \$0.10 per \$100 tax value as originally proposed in October.

RECOMMEND: As originally proposed at the October 7, 2013 meeting increase the Swan Quarter Watershed Assessment from \$0.06 per \$100 tax value to \$0.10 per \$100 tax value.

Motion Made By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

MEMBERS OF STEEZING COMMITTEE & ADDRESSES

1. Dick Tunnell

~~P.O. Box 263~~ 809 Main Street

S.Q. 27885

2. Tony Carawan

3202 Quarter Road

S.Q.

8. Mitchel Newman

~~R.D. Box 1322~~ 375 Main Street

Swan Quarter

3. Hiatt Cahoon / Karen Dunbar

P.O. Box 115

S.Q.

316 Puddin Hill

Scranton, NC

27875

9. J W Spencer

4131 Quarter Road

S.Q.

4. Guire Cahoon

1150 Main St.

S.Q.

5. ~~MRS Alma L. Davis~~

~~P.O. Box 276~~

~~S.Q.~~

Blythe Davis

~~6. Roger Spencer~~

~~3957 Quarter Road~~

~~S.Q.~~

~~Jeffrey D. Gibbs~~

Josh Gibbs

7. William F. Williams

2784 Quarter Road

Meeting Minutes

**Board of County Commissioners
Hyde County**

Monday, October 7, 2013

Chairman Barry Swindell called the Regular Meeting of the Hyde County Board of Commissioners to order on Monday, October 7, 2013, in the Hyde County Government Center, Multi-Use Room, and the Ocracoke School Commons Room using electronic conferencing equipment.

The following members were present on the mainland: Commissioners Anson Byrd, Earl Pugh, Jr., Dick Tunnell and Barry Swindell; Attorney Fred Holscher; County Manager Bill Rich; Deputy Clerk to the Board Averil Simmons; and, members of the public.

The following members were present on Ocracoke: Commissioner John Fletcher, Public Information Officer Sarah Johnson, and members of the public.

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

Agenda:

Chairman Swindell asked for any changes to the October 7, 2013 meeting agenda. Commissioner Pugh moved to approve the agenda as presented by the Deputy Clerk. Mr. Fletcher seconded the motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – None.

Consideration of Minutes:

Commissioner Fletcher moved to approve the September 3, 2013 Regular Meeting Minutes of the Hyde County Board of Commissioners as presented by the Deputy Clerk. Mr. Byrd seconded the motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – None.

Public Hearing:

Rate Increase Based on Swan Quarter & West Quarter Dike Assessments

Commissioner Byrd made a motion to open the public hearing. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – None.

The purpose of this public hearing was to gain public input regarding the recommended increase in tax rates for the Swan Quarter and West Quarter Special Service Districts (SSD's). The reason for needing to increase the tax rates is to generate funds for increased repairs needed for general maintenance and larger expenses and repairs.

The recommendation to the County Commissioners was the following:

Change the West Quarter assessment to a per \$100 tax value basis with the rate being set at \$0.35 per \$100 value, and raise the Swan Quarter assessment from \$0.06 per \$100 to \$0.10 per \$100 tax value.

These assessments would increase revenues for Swan Quarter and West Quarter SSD's by \$26,700 and \$66,000 respectively.

Questions/Comments from the Public and Commissioners:

Timmy Hodges, Swan Quarter – Wanted to know what would be the maintenance proposal for West Quarter & Swan Quarter Special Service Districts. Mr. Brinn stated that the West Quarter maintenance plan was to refurbish the existing gates using the same method as the Bay structures, which is to remove the gates, C&C machine, sand blast, apply cold tar epoxy and then reinstall. The existing gates will be replaced with stainless steel gates as the finds become available. The Swan Quarter maintenance would consist of replacing the gates as necessary with gator gates, and to replace the aluminum tiles where necessary. Mr. Hodges then asked what general statute gives the Board the right to raise rates. Mr. Brinn replied that NCGS §153A-185.3a grants this power to the County. Mr. Hodges stated that he doesn't feel he's getting out of it (the tax) what he should and shouldn't have to pay it. He said the county took his land and is seeing no benefit.

Clerk's Note: NCGS §153A-185 – Authority to Make Special Assessments states the following:
(3) Acquiring, constructing, reconstructing, extending, renovating, enlarging, maintaining, operating, or otherwise building or improving
b. Watershed improvement projects, drainage projects and water resources development projects (as those projects are defined in G.S. 153A-301).

Commissioner Byrd asked how much revenue would be generated by increasing the rates. Mr. Brinn stated that the revenues would increase by

Odessa Jarvis, Swan Quarter – Asked where the West Quarter Dike begins. Mr. Brinn stated that West Quarter begins at Hydeland Canal. She then asked if property outside of the dike is taxed. Mr. Brinn stated that property outside of the dike is not taxed, as it doesn't benefit from the dike. Ms. Jarvis then asked how marshland and woodland is assessed. Mr. Brinn explained that only the marshland within the dike is taxed, and that assessment along with woodlands is based on the assessed value through the Tax Office.

Commissioner Tunnell stated that you can ride around the dike and see all the land that is protected by the dike and gates. He stated that ten years ago the land just behind the dike wouldn't even grow grass. He says there are at least 1,000 acres directly protected by the dike.

Commissioner Fletcher made a motion to close the public hearing. Mr. Pugh seconded the motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – None.

Public Comments:

Chairman Swindell called for comments from the public.

There were no public comments at this time.

Employee Recognition: Glen Credle

Manager Rich has decided to restart Employee of the Month.

Glen Credle is a Hyde County native from the Sladesville community. Glen has been married to his wife Valerie for 37 years and has 2 boys. He graduated from Mattamuskeet High School in 1972 and attended Elizabeth State University for two and a half years. Glen worked for Hamilton Beach for six years and then later joined the Hyde County family when he became a dispatcher for the Hyde County Sheriff's Office. Glen worked for the Sherriff about one year before transferring to the Water Department where he has been ever since.

As of October 22, 2013 Glen has worked for Hyde County for 29 years. Glen was asked to be present at the North Carolina Waterworks Operator Association annual meeting in Raleigh this year where he was presented with a Life Membership Certificate of Achievement for his years of service. Mr. Berry stated that he is very proud of Mr. Credle and hopes that he will continue his service to Hyde County beyond his upcoming retirement.

Commissioner Swindell commended Mr. Credle for his wealth of knowledge in locating water lines. Mr. Credle was then thanked and congratulated by Mr. Berry, Manager Rich, and the Board. Manager Rich asked Mr. Credle to spin the Wheel of Thanks, and received a \$25 gift certificate to Bare Necessities Convenience Store.

1 applying for these funds. Part of the reason for applying for this grant is due to Vidant Pungo
Hospital closing. The grant will be in the amount of \$40,000.

3 Commissioner Byrd made a motion to adopt a resolution authorizing Wesley Smith, Health Director
4 to submit a grant application for funding under the Section 5310 Public Transportation Program.
5 Mr. Pugh seconded the motion. The motion passed on the following vote: Ayes – Byrd, Pugh, and
6 Swindell; Nays – None; Absent or not voting – Tunnell, Fletcher.

7 *Clerk's Note: A copy of the Resolution "Public Transportation Program" is attached herewith as
8 Exhibit A and incorporated herein by reference.*

9 **2014 CSBG Anti-Poverty Plan**

10 Wendy Hedgepeth of the Economic Improvement Council gave an overview of the Community
11 Services Block Grant (CSBG) Program. This program is funded by the NC Department of Health
12 and Human Services, Office of Economic Opportunity. Funding for fiscal year 2014 will be in the
13 amount of \$281,576. These funds are used to help low-income families and individuals move
14 toward becoming self-supported. Funds from this program will also allow county Social Services
15 Departments to add new case managers to handle additional clients, job referral, and housing and
16 childcare assistance. (A copy of the application is on file in the Manager's office for review.)

17 **Request for Property Revaluation of Island Inn Villas & 3PMC, LLC**

18 Thomas Storrs, owner of 3PMC, LLC, says the land that is shared by Island Inn Villas and 3PMC,
19 LLC is being taxed twice. He said he didn't own the property back in 2009 during the last
20 revaluation, and only recently noticed the double taxation. Commissioner Byrd told him that the
21 Board of Equalization meets once a year to hear requests such as his.

22 Commissioner Pugh asked Linda Basnight, Tax Administrator to speak about the issue. She agrees
23 Mr. Storrs has a problem that came up during the 2009 revaluations, but she still is a bit unclear
24 about how to resolve the issue. She will be contacting Chris McLaughlin with the UNC-School of
25 Government and is working on a solution to make the corrections.

26 Commissioner Swindell stated that the Tax Department and the Board will work on a solution and
27 make a decision within 90 days.

28 **Vidant Health Grant to Hyde County EMS**

29 To help offset the anticipated burden of losing Pungo Vidant Hospital in Belhaven; Vidant Health is
30 offering a grant in the amount of \$250,000 to Hyde County EMS. This grant is for the purchase or
31 revamping of additional ambulance(s). Vidant Health is also offering a grant to Beaufort County in
32 the amount of \$500,000. Their funds will be used to advance Beaufort County's EMS to a
33 paramedic level of service. Both counties must agree to accept their respective grants in order for
34 the funds to be received.

35 Commissioner Byrd made a motion to accept grant funds in the amount of \$250,000 from Vidant
36 Health. Mr. Pugh seconded the motion. The motion passed on the following vote: Ayes – Byrd,
37 Pugh, and Swindell; Nays – None; Absent or not voting – Tunnell, Fletcher.

38 **ABC Board Audit Report**

39 Meredith Nicholson, Chairman ABD Board told the board that their audit had been completed well
40 before the September 30, 2013 deadline. She stated the Fiscal Year 2013 losses totaled \$41,000.
41 \$16,000 of the loss is due to unpaid retirement contributions. Salaries totaled \$22,000 more than FY
42 2012. They also had to pay \$5,600 in penalties and audit fees totaled \$12,500 more than FY 2012.

43 **Method of Assessment for the West Quarter & Swan Quarter Special Service Districts**

44 Attorney Holscher said he'd received a letter from Attorney Tom Davis regarding the recent
45 assessment of West Quarter and Swan Quarter Special Service Districts. In the letter, Mr. Davis

1 stated that he didn't agree with the decision to levy the assessment on an ad valorem basis rather
2 than the previous method of levying the assessment on a per acre basis with varying rates for
3 several classes.

4 Daniel Brinn, Soil & Water Technician stated that after reading the letter, he tried to address Mr.
5 Davis' concerns by contacting the Natural Resource Conservation Service (NRCS). He got verbal
6 confirmation that NRCS isn't concerned with how the funds are collected, just that maintenance is
7 performed. They are sending a written confirmation of this. Mr. Brinn also said he will get hard
8 estimates on the price of the replacement flood gates.

9 Commissioner Byrd said he thinks it would be fairer to assess property by acre and class.

10 Commissioner Pugh made a motion to rescind the last vote on assessment from the October 7, 2013
11 Board meeting. Mr. Byrd seconded the motion. The motion passed on the following vote: Ayes –
12 Byrd, Pugh, and Swindell; Nays – None; Absent or not voting – Tunnell, Fletcher.

13 **Engelhard Airport Farm Lease**

14 Kris Noble, County Planner and Economic Developer stated that the changes to the Airport Farm
15 Lease had been made as recommended by County Attorney Holscher and the Airport Committee.

16 Commissioner Pugh suggested there should be an added option for extension of the lease an
17 additional four year and to get a map to show what areas need to be mowed. Jane Hodges, Airport
18 Manager, told the Board the lease packet, including a copy of the lease, aerial map, map showing
19 the AWOS system, and a copy of the ad had been mailed to 41 local farmers.

20 Commissioner Pugh made a motion to authorize County staff to advertise for and procure a tenant
21 for the approved farm lease. Mr. Byrd seconded the motion. The motion passed on the following
22 vote: Ayes – Byrd, Pugh, and Swindell; Nays – None; Absent or not voting – Tunnell, Fletcher.

23 **Changes to Airport Advisory Committee Bylaws**

24 Commissioner Byrd made a motion to approve the changes to the Airport Advisory Committee
25 bylaws, as recommended by the Committee. Mr. Pugh seconded the motion. The motion passed on
26 the following vote: Ayes – Byrd, Pugh, and Swindell; Nays – None; Absent or not voting –
27 Tunnell, Fletcher.

28

29 **Public Safety Center Options**

30 The County Planner and Economic Developer presented the board with the meeting notes from the
31 January 23, 2013 meeting with State officials about the condition and possible uses of the Hyde
32 County Jail. Manager Rich said he talked to Beaufort County's Manager and he expressed some
33 interest in possibly housing female inmates here. Commissioner Swindell said that according to the
34 State jail officials, we don't have the approval from the State to operate the jail and we would incur
35 costs to bring the building up to code.

36 No action taken.

37 **Davis School Leases**

38 The County Planner and Economic Developer provided copies of the current leases, surveys, maps,
39 and tax cards for the four buildings on the one Davis School parcel. According to Hyde County's
40 copy of the lease with Davis Ventures, their lease expired in May 2013. It is believed this is a typo.
41 The lease with the Hyde CDC doesn't expire until December 2014. The Planner/Economic
42 Developer said she needs to check all grant agreements for clawback conditions that could occur
43 with any conveyances of the property.

44 Commissioner Swindell asked what kind of agreement does Hyde County have with Head Start for
45 their building or The Engelhard Development Corporation (EDC) for the park. Ms. Noble replied

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: May 5, 2014
Presenter: Manager Bill Rich
Attachment: Yes

ITEM TITLE: OCRACOKE OCCUPANCY TAX BOARD ANNUAL APPROPRIATIONS

SUMMARY: The Ocracoke Occupancy Tax Board received twelve (12) requests totaling \$593,051 and recommends appropriating a total of \$440,640.

Recommendations by Group are attached.

RECOMMEND: Approve.

Motion Made By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Ocracoke Occupancy Tax Board
Recommended Appropriations for FY 2014-2015

Board members: Chairman Wayne Clark, Trudy Austin, Martha Garrish, Frank Brown, Clayton Gaskill

Occupancy Tax Appropriation Requests Overview

- 12 requests totaling \$593,051.
- The Board recommends appropriating a total of \$440,640.

Recommendations by Group

Ocracoke Community Center

- Requested \$60,611.
- The Board recommends appropriating \$46,250.

Ocracoke Health Center (request = \$89,500)

- Requested \$89,500.
- The Board recommends no appropriations.

Hyde County Emergency Services Department

- Requested \$180,000.
- The Board recommends appropriating \$180,000.

Ocracoke Child Care

- Requested \$23,550.
- The Board recommends no appropriations.

Ocracoke Fire Protection Association

- Requested \$95,000.
- The Board recommends appropriating \$80,000.

Ocracoke Civic & Business Association

- Requested \$63,300.
- The Board recommends appropriating \$62,800.

Ocracoke Boy Scout Troop 290

- Requested \$5,000.
- The Board recommends appropriating \$5,000.

Ocracoke Youth Center

- Requested \$48,000.
- The Board recommends appropriating \$48,000.

Ocracoke Preservation Society

- Requested \$12,000.
- The Board recommends appropriating \$10,000.

Ocracoke Alive

- Requested \$4,500.
- The Board recommends appropriating \$4,500.

Friends of the Library

- Requested \$1,590.
- The Board recommends appropriating \$1,590.

Greater Hyde County Chamber of Commerce (request = \$10K)

- Requested \$10,000.
- The Board recommends appropriating \$2,500.

Total recommended appropriations for FY 2014/2015 = \$440,640

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: May 5, 2014
Presenter: Manager Bill Rich
Attachment: No

ITEM TITLE: OCRACOCKE OCCUPANCY TAX BOARD SPECIAL APPROPRIATIONS

SUMMARY: Mr. Wayne Clark, Ocracoke Occupancy Tax Board, requested approval by the Board of the following special appropriations:

Ocracoke Youth Center (Recreation Ball Field)	\$78,687,00
*National Park Service (Summer Life Guard Use)	\$10,000.00

*NPS has indicated that at this time they will only fund 5 days per week as to Life Guard Coverage. Note that these funds will be held in reserve (appropriated but not used) until further developments come about as to the NPS funding a full 7 days as to Life Guard Coverage. Should the NPS only fund 5 days, the Occupancy Tax Board will review the situation and "vote on the use of the funds"? Given the need for Commissioner Approval, Mr. Clark is requesting the "use of the funds" be approved?

At its March 10, 2014 regular meeting the Hyde County Board of Commissioners chose not to vote on the \$10,000 appropriation for Life Guard Coverage.

RECOMMEND: Approve.

Motion Made By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: May 5, 2014
Presenter: Manager Rich
Attachment: No

ITEM TITLE: COUNTY LAND SALES

SUMMARY: Manager Rich will discuss disposal of surplus county owned property.

At its April 7 meeting the Board of Commissioner moved to approve the County Manager to declare the county owned property surplus and then sell it at public auction.

Commissioner Swindell moved to have Justin Gibbs, GIS, make maps of the property and to table discussion of sale of surplus county owned property to the May 5th meeting. (Maps will be distributed at the meeting.)

RECOMMEND: Discuss and approve.

Motion Made By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: May 5, 2014
Presenter: Manager Rich
Attachment: No

ITEM TITLE: INTERIM DEPARTMENT OF SOCIAL SERVICES DIRECTOR

SUMMARY: Manager Rich requests Board approval to extend the Interim DSS Manager position filled by Suzanne Johnson through July, 2014 at the same salary increase per month.

RECOMMEND: Approve.

Motion Made By: ___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher
___ Earl Pugh, Jr.

Motion Seconded By: ___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher
___ Earl Pugh, Jr.

Vote: ___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ John Fletcher
___ Earl Pugh, Jr.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: May 5, 2014
Presenter: Commissioner Fletcher
Attachment: No

ITEM TITLE: CONSIDERATION OF LEGALIZED MARIJUANA AND
SLOT MACHINES ON FERRIES

SUMMARY: Commissioner Fletcher will present consideration of legalized marijuana
and slot machines on ferries for Board discussion.

RECOMMEND: Discussion.

Motion Made By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Ben Simmons
 John Fletcher
 Earl Pugh, Jr.