

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

Meeting Date: June 3, 2013
Presenter: Bill Rich, County Manager
Attachment: Yes

ITEM TITLE: FY2013-2014 BUDGET ORDINANCE

SUMMARY: County Manager Bill Rich will present "An Ordinance Of The Board Of County Commissioners Of Hyde County, North Carolina, Relating To The FY2013-2014 Budget."

RECOMMEND: Receive report.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Ordinance No. 2013-06-03

**AN ORDINANCE OF THE BOARD OF COUNTY
COMMISSIONERS OF HYDE COUNTY, NORTH CAROLINA,
RELATING TO THE FY2013-2014 BUDGET**

Be It Ordained By the Board of Commissioners of Hyde County, North Carolina:

ARTICLE I. BUDGET RESOLUTION

This Ordinance hereby incorporates by reference in its entirety Resolution titled "A Resolution of the Board of Commissioners of Hyde County, North Carolina Establishing a Budget for the County of Hyde for FY2013-2014", adopted by the Board of Commissioners on June 03, 2013, and all language in said Resolution is incorporated into this Ordinance as if it were included within the body of this Ordinance. Said Resolution may hereafter be referred to as the "Budget Resolution".

ARTICLE II. GENERAL FUND

SECTION 1 – Appropriations: For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the General Fund for the operation of county government and its activities for the fiscal year beginning July 1, 2013 and ending June 30, 2014 in accordance with the Budget Resolution and the chart of accounts heretofore established for this county:

General Government:	
Governing Board.....	\$ 26,453.93
Administration.....	806,028.28
Elections.....	86,425.51
Finance.....	157,723.03
Tax Supervisor.....	252,141.55
Legal.....	50,000.00
Register of Deeds.....	187,052.76
Planner.....	138,363.92
Public Building Maintenance.....	379,707.99
Court Facilities.....	10,000.00
Various Grants.....	80,000.00
Human Resources.....	72,172.29
Public Safety:	
Sheriff.....	\$ 1,372,310.85
Jail.....	149,041.17
Alcoholic Rehabilitation.....	1,800.00
Emergency Management.....	166,551.15

Volunteer Fire Departments.....	108,750.00
State Forestry Program 35%.....	73,132.00
Inspections.....	134,902.13
Emergency Medical Services.....	1,435,124.99
Animal Control.....	14,883.00
Medical Examiner.....	3,000.00
Transportation:	
Airport.....	\$ 100,100.00
Elderly & Handicapped Transportation.....	98,998.00
Environmental Protection:	
Solid Waste.....	\$ 900,000.00
Soil Conservation Administration.....	124,614.77
Economic & Physical Development:	
Cooperative Extension.....	\$ 107,569.59
Juvenile Crime Prevention.....	54,888.00
Human Services:	
Health.....	\$ 252,605.00
Environmental Health.....	70,254.00
Food & Lodging.....	42,116.00
Family Planning - State.....	65,614.00
Maternal Health-State.....	23,169.00
Health Promotion – Risk Reduction.....	23,913.00
Immunization Action Plan.....	8,027.00
Child Health – State.....	14,034.00
Women, Infants & Children.....	31,860.00
Communicable Diseases.....	13,110.00
Public Management Entity.....	9,556.00
Breast & Cervical Cancer.....	16,229.00
Adult Health.....	89,522.00
Medication Assistance Program.....	19,300.00
Mosquito Control.....	4,035.00
Private Well Program.....	1,000.00
Bioterrorism Response Preparedness.....	45,544.00
KB Reynolds Grant.....	76,222.00
Community Transformation.....	2,500.00
Tobacco Free Hyde.....	6,950.00
Hyde Transit.....	18,000.00
Child Services Coordinator.....	10,866.00
Pregnancy Care Management.....	11,463.00
Project Legacy for Men.....	15,000.00
Mental Health.....	10,914.00

Social Services	
Administration.....	\$ 1,047,040.58
Title III.....	26,376.00
SAD-SAA.....	50,500.00
Medicaid.....	2,500.00
Public Service Assistance.....	278,687.00
CAPS Program.....	86,270.79
Day Care Support Services.....	80,000.00
Day Care.....	289,622.00
Mattamuskeet Opportunities.....	168,519.79
Other Human Services	
Elderly Nutrition.....	\$ 30,320.00
Veteran Service Officer.....	9,889.28
Cultural Arts:	
Beaufort County Arts Council.....	\$ 1,000.00
BHM Regional Library.....	37,000.00
Education:	
Current Expense.....	\$1,199,568.00
Capital Outlay Sales Tax.....	220,000.00
QZAB Payment.....	55,964.58
QSCB Payment.....	224,381.17
Transfers to Other Funds:	85,591.80
Contingency.....	\$ -0-
TOTAL GENERAL FUND	\$11,866,768.90

SECTION 2 – Revenues: For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Ad Valorem Taxes.....	\$ 6,902,033.00
Sales Tax.....	1,505,000.00
Other Tax and License.....	90,600.00
Unrestricted Intergovernmental.....	68,128.00
Restricted – Other.....	339,901.58
Restricted – Social Services.....	1,411,860.79
Restricted – Health.....	500,379.00
Permits and Fees.....	138,350.00
Sales and Service.....	301,085.00
Investment Earnings	10,000.00

Miscellaneous.....	103,360.00
Fund Balance Appropriated.....	496,071.53

TOTAL GENERAL FUND REVENUE **\$11,866,768.90**

ARTICLE III. HYDE COUNTY WATER/SEWER SYSTEM FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Hyde County Water System Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures.....	\$1,678,500.00
-------------------	----------------

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Hyde County Water System Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014:

Sale of Water.....	\$1,065,000.00
Connection Fees.....	2,000.00
Prison Water Charges.....	250,000.00
Prison Sewer Charges.....	300,000.00
Interest Earned.....	5,500.00
Penalties & Interest.....	25,000.00
NC Motor Fuel Tax Refund.....	2,000.00
Engelhard Sanitary District.....	13,000.00
Meter Installation.....	10,000.00
Miscellaneous.....	1,000.00
Gov Deals.....	5,000.00
	<u>\$1,678,500.00</u>

ARTICLE IV. OCRACOCKE MOSQUITO TAX FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Ocracoke Mosquito Tax Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures.....	\$ 48,383.00
-------------------	--------------

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Ocracoke Mosquito Tax Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Prior Tax.....	\$ 2,000.00
DMV Prior.....	50.00
Current Tax.....	45,333.00
DMV Current.....	<u>1,000.00</u>
	\$ 48,383.00

ARTICLE V. FINES AND FORFEITURES

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Court.....	\$ 56,500.00
------------	--------------

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Fine and Forfeitures Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Court.....	\$ 56,500.00
------------	--------------

ARTICLE VI. CAPITAL RESERVE FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Capital Reserve Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures	\$ 5,000.00
--------------	-------------

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Capital Reserve Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Interest on Investment.....	\$ 5,000.00
-----------------------------	-------------

ARTICLE VII. HYDELAND HOME HEALTH FUND

For purposes of summary only, as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Hydeland Home Health Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014 the length of the project:

Expenditures.....	\$ 372,512.00
-------------------	---------------

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Hydeland Home Health Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Interest Earned.....	\$ 6,500.00
Medicare.....	163,500.00
Fund Balance Appropriated.....	49,512.00
Medicaid-EDS.....	144,500.00
Private Insurance.....	<u>8,500.00</u>
	\$ 372,512.00

ARTICLE VIII. WEST/QUARTER FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the West/Quarter Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures.....	\$ 4,090.00
-------------------	-------------

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the West/Quarter Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Prior Taxes.....	\$ 140.00
Current Taxes.....	3,800.00
Interest Earned.....	<u>150.00</u>
	\$ 4,090.00

ARTICLE IX. REVALUATION

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Revaluation Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures.....	\$ 50,500.00
-------------------	--------------

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Revaluation Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Appropriated from General Fund.....	\$ 50,000.00
Interest on Investment.....	<u>500.00</u>
	\$ 50,500.00

ARTICLE X. 4-H FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the 4-H Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures.....	\$ 17,780.00
-------------------	--------------

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the 4-H Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Fees Collected.....	\$ 17,780.00
---------------------	--------------

ARTICLE XI. OCRACOKE OCCUPANCY TAX FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Ocracoke Occupancy Tax Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures.....	\$ 359,445.00
-------------------	---------------

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Ocracoke Occupancy Tax Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Occupancy Tax – Ocracoke.....	\$ 351,945.00
Interest Earned.....	2,500.00
Ocracoke Fire Donations.....	<u>5,000.00</u>
	\$ 359,445.00

ARTICLE XII. E-911 FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the E-911 Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures..... \$129,092.58

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the E-911 Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Interest Earned.....	\$ 1,000.00
E-911.....	-0-
911 Wireless 50% Funds.....	97,926.00
911 Street Names—Sign Fee.....	-0-
Fund Balance Appropriated.....	<u>30,166.58</u>
	\$129,092.58

ARTICLE XIII. MAINLAND OCCUPANCY TAX FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Mainland Occupancy Tax Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures..... \$ 6,500.00

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following revenues are hereby appropriated in the Mainland Occupancy Tax Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Occupancy Tax Mainland..... \$ 6,500.00

ARTICLE XIV. CAPS, PERSONAL CARE, CHORE FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the CAPS, Personal Care, Chore Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures..... \$ 145,833.00

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following revenues are hereby appropriated in the CAPS, Personal Care, Chore Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

CAPS—Medicaid.....	145,833.00
--------------------	------------

ARTICLE XV. AIRPORT IMPROVEMENT FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Airport Improvement Opportunities Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures	\$ 160,000.00
--------------	---------------

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Mattamuskeet Opportunities Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Grant	\$ 144,000.00
Appropriation from General Fund	<u>16,000.00</u>
	160,000.00

ARTICLE XVI. SWAN QUARTER DIKE FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Swan Quarter Dike Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures	\$ 5,000.00
--------------	-------------

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Swan Quarter Dike Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Current Taxes	\$ 5,000.00
---------------	-------------

ARTICLE XVII. SENIOR CENTER FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Senior Center Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures \$ 101,930.80

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Senior Center Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Albemarle Commission.....	\$ 9000.00
Bldg Rent – Senior Center.....	400.00
Appropriation from General Fund	85,591.80
Grants.....	6,189.00
Fund Raisers.....	<u>750.00</u>
	\$ 101,930.80

ARTICLE XVIII. ENGELHARD SANITARY DISTRICT FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Engelhard Sanitary District Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Expenditures \$ 130,000.00

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Engelhard Sanitary District Fund for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

Collections 130,000.00

ARTICLE XVIII. SCHOOL APPROPRIATIONS

SECTION 1 – The appropriations to the Board of Education, first, shall be made from any such funds which are dedicated to the use of the schools, and secondly, shall be made from the general county fund revenues to the extent necessary to meet the approved appropriation.

SECTION 2 – For purposes of summary only as the actual figures are contained in the Budget Resolution, the total appropriation for Current Expense from the General Fund is \$1,199,568.00.

SECTION 3 – Except as otherwise provided in this Budget Ordinance or the Budget Resolution, this Budget Ordinance hereby incorporates by reference in its entirety the “PROPOSED BUDGET OF THE HYDE COUNTY BOARD OF EDUCATION FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 and ENDING JUNE 30, 2014” as presented to the Board of Commissioners and all language in said Proposed Budget is incorporated into this Ordinance as if it were included within the body of this Ordinance. Said Proposed Budget may hereafter be referred to as the “School Budget”.

ARTICLE XIX. OTHER PROVISIONS

SECTION 1 – The Hyde County Manager in his capacity as Budget Officer is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- (a) He may transfer amounts between objects of expenditure within a department, except salary amounts, without limitations.
- (b) He may transfer amounts up to \$10,000 between departments of the same fund with an official report on such transfers at the next regular meeting of the Board of Commissioners.
- (c) He may not transfer any amounts between funds nor from any contingency appropriation within any fund.
- (d) He will assign legal costs to departments based upon the legal issue involved.

SECTION 2 - All legal outstanding encumbrances at June 30, 2013 are hereby carried forward and re-appropriated as an amendment to the budget for the fiscal year beginning July 1, 2013 and ending June 30, 2014.

SECTION 3 - Upon acceptance the annual audit for the fiscal year 2012-13 by the County Commissioners so long as such acceptance prior to June 30, 2013, the County Manager shall direct that fifty percent (50%) of the total cash revenue received in the General Fund that is in excess of the total expenses and current liabilities (excluding debt with a maturity on or after July 1, 2012) be transferred from the Unappropriated Reserve in the General Fund to the Capital Reserve Fund. The County Manager shall give a report to the Commissioners of the

amount transferred at the next Regular meeting of the Board following the date of such transfer.

ARTICLE XX. TAX LEVY

SECTION 1 – There is hereby levied at the rate of \$0.64 per One Hundred Dollar (\$100) valuation of property listed for taxes as of January 1, 2014, for the purpose of raising the revenue listed in the General Fund, Article II., Section 2, of this Ordinance.

SECTION 2 – The rate of tax as shown in Sections 1 above is based upon a total valuation of property for the purpose of taxation of \$1,078,937,063 and vehicles of \$28,204,008 and an estimated collection rate of 94.42% for real property and 78.48% for vehicles.

A public hearing on this Budget Ordinance was held on June 3, 2013.

This Budget Ordinance was adopted on the 3rd day of June, 2013.

HYDE COUNTY BOARD OF COMMISSIONERS

Barry Swindell, Chairman

ATTEST:

S E A L

Lois Stotesberry, Clerk to the Board

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 3, 2013
Presenter: Bill Rich, County Manager
Attachment: Yes

ITEM TITLE: AMENDMENT TO OCRACOKE DEVELOPMENT ORDINANCE

SUMMARY: At its regular meeting on May 6 the Board of Commissioners moved to conduct public hearing to receive questions and/or comments on the proposed amendment to the Ocracoke Development Ordinance regarding outdoor sales.

As stated in paragraph (a) the intent and purpose of this amendment is to establish minimal regulations and restrictions intended to ensure that outdoor sales; do not interfere with the orderly and safe movement of pedestrian and vehicular traffic; do not interfere with the proper maintenance of parking and yard areas; do not cause congestion in the streets or public right-of-way; are conducted within structures safe for public occupancy when structures are used; and, do not unreasonably diminish adjacent property and business values.

Mr. Tom Pahl, Chairman of the Ocracoke Advisory Planning Board (OCBA) is in attendance on Ocracoke to further explain the Ordinance or answer any questions. Fred Holscher, County Attorney, has reviewed and approved the attached.

RECOMMEND: Discussion and approval.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT

THIS IS A DRAFT DOCUMENT FOR DISCUSSION PURPOSES ONLY. NO PART OF THIS DRAFT DOCUMENT IS LEGAL OR ENFORCABLE, NOR IS IT MEANT TO BE UNTIL IT HAS BEEN REVIEWED AND DISCUSSED AND REVISED BY THE BOARD, THE COUNTY ATTORNEY, THE COUNTY COMMISSIONERS AND MOST IMPORTANTLY BY THE RESIDENTS AND TAXPAYERS OF OCRACOKE ISLAND. PLEASE DO NOT COPY OR DISSEMINATE ANY PART OF THIS DOCUMENT WITHOUT INCLUDING THIS DISCLAIMER.
[February 13, 2013]

Proposed Amendment to the Ocracoke Development Ordinance

Sec 36-185 Regulation of Outdoor Sales

(a) **The intent and purpose** of this section is to establish minimal regulations and restrictions intended to ensure that outdoor sales; do not interfere with the orderly and safe movement of pedestrian and vehicular traffic; do not interfere with the proper maintenance of parking and yard areas; do not cause congestion in the streets or public rights-of-way; are conducted within structures safe for public occupancy when structures are used; and do not unreasonably diminish adjacent property and business values.

At the same time, these regulations intend to recognize the tradition of outdoor sales as a part of Ocracoke's economy and also recognize and encourage the responsible development of outdoor sales establishments as an entrepreneurial incubator.

(b) **Definitions:** For the purpose of this section the following definitions shall apply:

(1) **Outdoor Sales:** The display and/or sale of any merchandise, commodities or product where primary transactions are conducted a) in the open air; b) within a temporary structure or; c) within a kiosk or similar structure.

(2) **Temporary Structure:** an enclosure or covering which is readily dismantled or readily moved, including, but not limited to tents, canopies, tarps, trailers, food trucks, lean-tos, pre-fabricated sheds, sheds and similar structures. This definition shall apply to any of these and similar structures even if, at a later date, the structure is modified, strengthened or made more permanent.

(3) **Permanent Installation:** a structure attached to the ground by in-ground piers, pilings or posts, at least 3 1/2" in cross section, and set such that that they are not removable without the use of digging tools or equipment.

(4) **Kiosk:** a small, free-standing non-residential structure which is primarily intended as a place for the conduct of sales, rentals, information exchange, self service, etc. Also referred to as a booth, portico, pavilion, vending station, etc.

(c) Grandfathered Uses: Outdoor sales establishments in existence on the approval date of this amendment shall be exempt from sections of this amendment as follows:

(1) Permanent installations in existence on the approval date of this amendment including certain signs, displays, kiosks, booths etc may remain in their existing locations without regard to the setback requirements in this amendment.

(2) Outdoor sales establishments in existence on the approval date of this amendment shall not be subject to the section of this regulation titled "(i) Parking".

(3) Except as (1) and (2) above, existing outdoor sales establishments shall be subject to the provisions of this amendment.

(d) Exceptions: The following categories of outdoor sales are not subject to the regulations in this section of the ODO: temporary yard and rummage sales and the like; the outdoor seating portion of a restaurant which is otherwise not an outdoor sales establishment; sales organized and operated by anyone under the age of 16; vending machines and self-service sales taking no more than nine square feet; sales as a part of a short-term festival, parade, non-profit fundraising event and the like.

All other outdoor sales shall be considered regulated outdoor sales establishments. The following regulations shall apply to regulated outdoor sales and shall be enforceable by the ODO Enforcement Officer:

(e) Permit Required: All regulated outdoor sales establishments shall be required to apply for an ODO permit by the regular ODO permit application. Approval of that application shall constitute approval to conduct an outdoor sales establishment under these regulations. Where a single owner operates more than one outdoor sales establishment, a separate permit must be acquired for each location. Where more than one point of sale may exist on a single lot, each establishment must acquire its own permit.

(f) Location: Regulated outdoor sales may take place anywhere within the Village of Ocracoke as long as the owner of the outdoor sales establishment is either the owner of the land it sits on, or has the expressed written permission of the owner of the land it sits on. At the order of ODO Enforcement Officer the owner of the outdoor sales establishment shall provide any documentation necessary to establish compliance with these regulations.

(g) Setbacks: All structures, signage, displays etc associated with outdoor sales shall be subject to the following minimum setback requirements: From any paved public street - ten feet from the edge of the asphalt pavement; from any unpaved public street - four feet from the road edge; from side and rear property lines - eight feet. From any structures, signage, displays etc associated with another outdoor sales establishment - eight feet.

(h) Safe Passage: In addition to the minimum setback requirements above, all structures, displays, merchandise, products, signage, flags, banners, etc shall be arranged such that no portion shall block or

hinder established public pedestrian and bicycle passageways or obstruct reasonable sight-lines required for safe vehicle passage at driveways and intersections. The application of this paragraph to a particular site shall be at the order of the ODO Enforcement Officer. On request of the affected business owner, the order of the ODO Enforcement Officer may be subject to additional review, in consultation with the ODO Enforcement Officer, the Hyde County Sherriff's Office and the business owner. Final determination shall be by the ODO Enforcement Officer. All rights and processes for appeal, as outlined in the ODO shall remain in effect.

(i) Parking: All regulated outdoor sales establishments shall designate at least two readily accessible parking places. Both designated parking places shall be kept available for customer parking during hours of operation. Such designated parking places shall not reduce the available parking of another business or residence such that it may fall below its parking requirements as set out in the ODO. If the designated parking spaces are on land which does not belong to the owner of the outdoor sales establishment, a letter of agreement from the land owner shall verify the designation.

(j) Off-site impacts: regulated outdoor sales establishments shall minimize off-site impacts. No lighting shall shine directly onto an adjacent residence. Trash and garbage, associated with the business, which is not contained, whether on-site or off, shall be the responsibility of the business to clean up daily. Aggressive hawking, noise, music, signage, flags, etc shall not create a nuisance, nor significantly detract from adjacent business or residential environments.

(k) Related Sections of the ODO: Outdoor sales regulated under this section shall not be subject to the provisions of Section 36-182 nor Section 36-177 of the ODO.

(l) Other Codes: The ODO Enforcement Officer shall call for the enforcement of all existing building, electrical, fire, health department codes and the codes and regulations of other jurisdictions as may apply to any portion of a regulated outdoor sales establishment.

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

Meeting Date: June 3, 2013
Presenter: Kris Cahoon Noble
Attachment: Yes:

- Revised Ordinance

ITEM TITLE: Amendment to Project Ordinance 2012-05-01 –
Engelhard Marine Industrial Park

SUMMARY:

The Original Project Ordinance 2011-10-01 Engelhard Marine Industrial Park has been modified to accurately reflect revenues and expenditures as shown in the amended Project Ordinance 2012-05-01. Some additional funds were moved from the Contingency line to the Electrical line to adjust for the three phase power installation required by the tenant. Overall actual project costs were \$128.66 less than estimates and the Project Ordinance has been amended to reflect actual final project costs.

RECOMMEND: Adopt Amendment to Project Ordinance 2012-05-01 Engelhard Marine Industrial Park.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

~~Wanchese Seafood Industrial Park~~
Engelhard Marine Industrial Park
Project Ordinance 2012-05-01

Be it ordained by the Board of Commissioners of Hyde County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the ~~Wanchese Seafood Industrial Park~~ Engelhard Marine Industrial Park between Hyde County and through the Golden Leaf Foundation's Community Initiative Program for Hyde County with cooperation and project support through NC Seafood Industrial Park Authority

Section 2. Hyde County staff is hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the Golden Leaf Grant and the budget contained herein.

Section 3. The following revenues and resources are anticipated to be available to complete the project activities:

<u>Wanchese Seafood Industrial Park</u>	<u>Previous</u>	<u>Adjusted</u>
Golden Leaf Foundation Grant	\$265,800.00	\$265,800.00
NC Seafood Industrial Park Authority	30,367.76	-0.00
Total Project Resources	\$296,167.76	\$265,800.00

Section 4. The following amounts are appropriated for completion of the project activities:

<u>Wanchese Seafood Industrial Park</u>		
Expansion of Water Service & Sewer to Site	\$ 18,200.00	
Roadway Improvement	\$ 0	
Stormwater BMP	\$ 0	
Grading, Excavation, Site Work, Geotechnical	\$ 71,760.00	
Building Construction	\$ 142,986.25	
Electrical	\$ 22,100.00	\$25,389.53
Wetland Delineation and Engineering Fees	\$ 30,367.76	
<u>Contingency</u>	<u>\$ 10,753.75</u>	<u>\$7,335.56</u>
Total Project Expenses	\$ 265,800.00	\$265,671.34

Section 5. The Grant Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the Golden Leaf Foundation required by the grant agreement(s) and federal and state regulations, as they apply.

Section 6. The Grant Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 7. Copies of this grant project ordinance shall be made available to the Grant Finance Officer for direction in carrying out this project.

Adopted this 7th day of May, 2012

ATTEST

Barry Swindell, Chair
Hyde County Board of Commissioners

Clerk to the Board

SEAL

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

Meeting Date: June 3, 2012
Presenter: Justin Gibbs, Emergency Services Director
Jim Worley, Faulk & Foster, Acquisition & Leasing Team
Attachment: Yes – Hyde County Telecommunications Ordinance, Current Tower & Ground Space Lease Agreement, & Proposed Tower & Ground Space Lease Agreement Addendum

ITEM TITLE: US Cellular 4G Wireless Telecommunications Upgrade and Tower and Ground Space Lease Agreement Addendum

SUMMARY: US Cellular has requested authorization to upgrade the equipment and utilities, located at 1151 Main Street; Swan Quarter, NC, to provide 4G wireless telecommunications. The County of Hyde currently leases tower and ground space to US Cellular for the provision of wireless telecommunications. US Cellular has provided plans for the proposed upgrade and has conducted structural analysis at the tower site, which have been reviewed by Hyde County Emergency Services and the Hyde County Inspections Department. In order to complete the upgrade, an addendum to the lease agreement is required. The attached addendum updates the equipment affixed to the tower and changes no other provisions of the agreement. The County Attorney has reviewed and approved the proposed addendum.

RECOMMEND: Discussion and we are seeking approval for US Cellular to proceed with the 4G wireless telecommunications upgrade, contingent upon acquiring all applicable permits.

Also, we are seeking authorization for the Chairman of the Board of Commissioners to execute the Tower and Ground Space Lease Agreement Addendum.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

FIRST AMENDMENT TO TOWER AND GROUND LEASE

This First Amendment to Tower and Ground Lease (the "Amendment"), made this _____ day of _____, 2013 (the "Effective Date"), is entered into by and between, County of Hyde, a North Carolina political subdivision, Attn: County Manager, Main & Oyster Creek Streets, #14, Swan Quarter, North Carolina 27885 ("Lessor") and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, successor in interest to North Carolina RSA #9, Inc., a North Carolina corporation, Attn: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631 ("Lessee").

WHEREAS, Lessor and Lessee entered into that Tower and Ground Lease Agreement dated October 23, 1998 and that Addendum to Tower and Ground Space Lease dated August 5, 2002 (collectively the "Agreement") whereby Lessee leased certain Premises from Lessor; and

WHEREAS, Lessor and Lessee both desire to amend the Agreement to modify certain terms as set forth in this Amendment; and

NOW, THEREFORE, for and in consideration of the terms of this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby amend the Tower and Ground Lease as follows:

1. Paragraph 1(a) of the Tower and Ground Space Lease is amended to read as follows:

1(a) Attachment location upon the Tower for the placement and affixing of up to three (3) panel-type antennas, three (3) LTE antennas, and two (2) microwave radio dish antennas, with cables, having such further specifications, located at such height above ground level (AGL), and oriented in such directions, as shall be in accordance with Lessee's needs, so as not to interfere with the attached devices of other users or exceed the structural limitations of the Tower.

2. Except as otherwise provided for in this Amendment, all other provisions of the Tower and Ground Space Lease remain the same and are restated and incorporated herein by reference as if completely set forth.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

Site Name: Swan Quarter

Site Number: 556419

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date written above.

LESSOR:
**County of Hyde, a North Carolina
political subdivision**

LESSEE:
USCOC of Greater North Carolina, LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: Chairman

Title: Vice President

Date: _____

Date: _____

[NOTARY PAGES FOLLOW]

Site Name: Swan Quarter

Site Number: 556419

STATE OF NORTH CAROLINA

COUNTY OF HYDE

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, _____, known to me to be the same person whose name is subscribed to the foregoing First Amendment, appeared before me this day in person and acknowledged pursuant to his authority, he signed the said First Amendment, as his free and voluntary act on behalf of the named Lessor, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2013.

Notary Public

STATE OF ILLINOIS

COUNTY OF _____

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, USCOC of Greater North Carolina, LLC, known to me to be the same person whose name is subscribed to the foregoing First Amendment, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said First Amendment as his free and voluntary act on behalf of the named Lessee, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2013.

Notary Public

My commission expires _____

TOWER AND GROUND SPACE LEASE

This Lease is made and entered into the 23rd day of October 1998, by and between COUNTY OF HYDE, a North Carolina political subdivision, Attention: County Manager, Main & Oyster Creek Streets, #14, Swanquarter North Carolina 27885 ("Lessor") and NORTH CAROLINA RSA #9, INC., a North Carolina corporation doing business as *United States Cellular@ Wireless Communications*, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 ("Lessee").

WHEREAS, Lessor owns and maintains a communications tower (the "Tower") located on a parcel of land (the "Site") in or near the town of *Swanquarter*, Hyde County, North Carolina [at coordinates 35 ° 24 ' 49 " North, 76 ° 19 ' 34 " West]; and

WHEREAS, Lessee desires to occupy, and Lessor is willing to provide, attachment locations upon the Tower and ground space at the Site for Lessee's cellular common carrier mobile telephone base station operations;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Demise of Premises. Lessor hereby lets and demises unto Lessee, and Lessee hereby receives and accepts from Lessor, the following described Premises:

(a) Attachment locations upon the Tower for the placement and affixing of up to three (3) omni-directional cellular radio stick antennas, nine (9) directionalized cellular radio panel-type antennas, and one (1) microwave radio dish antenna, having such further specifications, located at such heights above ground level (AGL), and oriented in such directions as shall be in accordance with Lessee's needs, subject to existing attached devices of other users and the structural limitations of the Tower; and

(b) A parcel of ground space measuring thirteen feet by twenty-one feet, containing two hundred seventy-three (273) square feet, more or less, adjacent to the base of the Tower, for the placement of an outdoor equipment cabinet or base station equipment shelter ("Lessee's Shelter") upon a poured concrete foundation.

2. Privileges. Lessor hereby confers upon Lessee the following described privileges appurtenant to the Premises, which shall be irrevocable for the duration hereof:

- (a) To extend and connect lines for signal carriage between Lessee's Shelter and Lessee's antennas upon the Tower, including the privilege to install Lessee's own line bridge supporting structure;
- (b) To extend and connect lines for utility services between Lessee's Shelter and suitable utility company service connection points at the Site;
- (c) To travel between the Site and the public road over routes which Lessor is entitled to use; and
- (d) To traverse common areas of the Site reasonably necessary to accomplish Lessee's purposes as contemplated herein.

3. Use of Premises. Lessee shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile telephone base station, including microwave radio, system networking, station control, and performance monitoring functions. Lessee's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Lessor's review and approval regarding Lessee's placement of improvements, method of installation, and all other matters which Lessor deems, in Lessor's reasonable opinion, to affect Lessor's own operations or interests. The cost of installing Lessee's equipment shall be borne exclusively by Lessee. Lessor agrees to exercise the utmost restraint in rescinding its approval once given for any portion of Lessee's installation, and to refrain from requiring Lessee to undertake later modifications to Lessee's base station without sharing the cost thereof.

4. Initial Term. The initial term of this Lease shall commence on December 1, 1998 and shall expire five (5) years thereafter on November 30, 2003.

5. Renewal. This Lease shall automatically renew and extend for up to three (3) additional terms of five (5) years each, as the same shall coincide with, and not exceed, the duration of Lessor's right to keep the Tower at the Site, upon a continuation of all the same provisions hereof, subject to Lessee's unilateral right of termination as set forth next below.

6. Option to Terminate. Lessee shall have the unilateral right to terminate this Lease at any time by giving Lessor written notice of Lessee's exercise of this option and paying Lessor an amount of liquidated damages equal to one-half (1/2) the amount of rent which would otherwise become due for the remaining unexpired portion of the term then present at the time of such notice, at the rate of rent then in effect.

7. Base Rent. Lessee shall pay Base Rent to Lessor in the amount of Six Hundred Fifty Dollars (\$650) per month, which shall be due on the first day of each calendar month.

8. Adjusted Rent. At the commencement of each renewal term hereof, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer

Price Index compared to the same Index as shown for the historical month of December 1998, and Lessee shall pay the amount of rent as so adjusted. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used.

9. Cellular Telephone Hardware. As additional consideration for this Lease, Lessee shall, at Lessee's sole expense, provide Lessor with one (1) "transportable" cellular telephone (also called a "bag" phone or "tote" phone), which upon delivery shall become the Lessor's property without the necessity for any separately documented bill of sale.

10. Cellular Air Time. As additional consideration for this Lease, and throughout the duration hereof, Lessee shall provide Lessor with a cellular customer account free of any monthly access charge PLUS one hundred (100) minutes per month of free cellular air usage time for a single phone line on Lessee's cellular mobile telephone system in Hyde, Pitt, Martin, Washington, Tyrrell, Dare, and Beaufort counties. Lessee shall be entitled to pass through to Lessor all taxes, tolls, long-distance, and "roaming" charges attributable to Lessor's cellular usage activity, and Lessor shall promptly pay the same in full. Any unused air time shall not carry forward to future months and shall not have any cash refund value.

11. Utilities. Lessee shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Lessee's operations.

12. Taxes. Lessee shall be responsible for taxes levied against Lessee's Shelter, if any, and Lessee's base station equipment. Lessor shall be responsible for taxes levied against the Tower, Lessor's transmitter building, and Lessor's broadcasting equipment.

13. Access and Security. Lessee shall have unrestricted access to the Site and Lessee's Shelter at all hours of the day and night, without any requirement of supervision by the Lessor. Lessee's access to the Tower shall be limited to work performed on Lessee's behalf by a qualified tower services contractor hired at Lessee's sole expense.

14. Non-Interference. Lessee's base station shall be installed and operated in a manner which does not cause interference to the operations of any Protected User. "Protected User" shall mean any user of the Site whose claimed protected operations chronologically predate Lessee's accused offending operations. Lessee agrees to immediately cure any such interference or, if such interference cannot immediately be cured, to temporarily reduce power or cease the offending operations, if so demanded by Lessor on the ground of interference, until a cure at full power can be achieved. Lessor covenants to use Lessor's best efforts to protect Lessee from interference caused or potentially caused by subsequent users or changes in use. Lessor and Lessee mutually agree to reasonably cooperate with each other and with third parties to amicably resolve any interference problems which happen to arise.

15. Aviation Hazard Marking. Lessor agrees to solely be responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, notification, and registration requirements of the Federal Communications Commission and the Federal Aviation Administration, and to share proof of such compliance with Lessee as Lessee may reasonably require.

16. Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any loss, damage or injury caused by, or on behalf of, or through the fault of the Lessee, or resulting from Lessee's use of the Premises or its presence at the Site, provided, however, that Lessee shall not be required to hold Lessor harmless against the unwelcome consequences of Lessor's own willful or negligent conduct.

17. Insurance. Lessee shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Lessee's work and operations at the Site. Lessee shall periodically deliver to Lessor a certificate of insurance evidencing the continued existence of said coverage and naming Lessor as an additional insured.

18. Opportunity to Cure Defaults. If Lessor or Lessee fails to comply with any provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. This Section shall not apply in cases of interference, which instead shall require immediate and effective curative action.

19. Lessee's Separate Property. Lessor hereby agrees that all of Lessee's base station equipment, including Lessee's Shelter, if any, and its antennas and lines, is and shall remain Lessee's separate personal property, and that said property shall never be considered fixtures to the real estate. Provided that Lessee is not in default of its obligation to pay rent, Lessee shall at all times be authorized to remove Lessee's property from the Premises, free from any lien of Lessor. Such removal shall be accomplished without damage or disturbance to the property of Lessor or third parties, and in accordance with Lessor's management control of the Site.

20. Assignment of Lessee's Interest. Lessee's interest under this Lease may be freely assigned and delegated in connection with the transfer of Lessee's FCC authorization to operate a cellular mobile telephone base station at the Site. Any other assignment of this Lease by Lessee shall require Lessor's prior written consent, which consent, Lessor agrees, shall not unreasonably be withheld. No delegation shall become effective pursuant to this Section until Lessee notifies Lessor in writing setting forth the name, address, and telephone number of such delegee.

21. Multiple Users. Lessee shall not sublet the Premises or any portion thereof, or permit the Premises to become occupied by multiple users purporting to concurrently hold Lessee's rights and privileges hereunder.

22. Quiet Enjoyment. Lessor covenants that Lessee shall have quiet and peaceable use and enjoyment of the Premises throughout the duration of this Lease, and that Lessor will not intentionally disturb Lessee's possession thereof as long as Lessee is not in default hereunder.

23. Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall remove all of Lessee's property from the Site and surrender the Premises to Lessor in good condition, reasonable wear and tear excepted.

24. Attorney's Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

25. Merger and Modifications. This Lease contains the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced.

26. Notices. All notices required or desired with legal effect to be given under this Lease shall be in writing and sent by certified mail or commercial courier to the party to be served at its address first above shown, or at such other address as such party may previously have advised the other party by notice similarly given.

27. Binding Effect. All of the provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest.

- END OF AGREEMENT -

[SIGNATURE PAGE FOLLOWS NEXT]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this "Tower and Ground Space Lease" as of the day and year first above written.

LESSOR:

COUNTY OF HYDE, a North
Carolina political subdivision

By: Troy Lane Mayo

Troy Lane Mayo
Chairman

Attest

by: Linda M. Beaufort

LESSEE:

NORTH CAROLINA RSA #9, INC.,
a North Carolina corporation

By: Richard W. Goehring

Richard W. Goehring
Vice President

Attest

by: Mark A. Krohse

Mark A. Krohse
Assistant Secretary

STATE OF NORTH CAROLINA)
)
COUNTY OF Hyde)

I, the undersigned, a notary public in and for the state and county aforesaid, do hereby certify that [name] Jaida M. Bennett personally appeared before me this date and acknowledged that he/she is Clerk of HYDE COUNTY, a North Carolina political subdivision, and that by authority duly given and as the act of the County, the foregoing "Tower and Ground Space Lease" was signed in its name by its Chairman, Troy Lane Mayo, sealed with its official seal, and attested by himself/herself as Clerk.

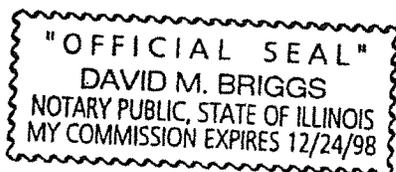
Witness my hand and notarial seal this 27 day of October, 1998.

Mary D. Subbe
Notary Public
My Commission expires Feb. 27, 2002

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the state and county aforesaid, do hereby certify that Mark A. Krohse personally appeared before me this date and acknowledged that he is Assistant Secretary of NORTH CAROLINA RSA #9, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing "Tower and Ground Space Lease" was signed in its name by its Vice President, Richard W. Goehring, sealed with its corporate seal, and attested by himself/herself as its Secretary.

Witness my hand and notarial seal this 5th day of November, 1998.



David M. Briggs
Notary Public

Chapter 40

TELECOMMUNICATIONS

Article I. In General

Secs. 40-1—40-18. Reserved.

Article II. Cable Television (Reserved)

Secs. 40-19—40-219. Reserved.

Article III. Wireless Telecommunications Facilities

- Sec. 40-220. Definitions.
- Sec. 40-221. Penalty.
- Sec. 40-222. Intent.
- Sec. 40-223. Review and approval.
- Sec. 40-224. Demonstration of need.
- Sec. 40-225. WTS format preference.
- Sec. 40-226. Standards for location and setbacks.
- Sec. 40-227. Fencing.
- Sec. 40-228. Lights.
- Sec. 40-229. Identification and warning signs; advertising prohibited.
- Sec. 40-230. Removal of abandoned or damaged towers.
- Sec. 40-231. Variance procedure.
- Sec. 40-232. Conflicts; more restrictive regulation governs.

ARTICLE I. IN GENERAL

Secs. 40-1—40-18. Reserved.

ARTICLE II. CABLE TELEVISION (RESERVED)*

Secs. 40-19—40-219. Reserved.

ARTICLE III. WIRELESS TELECOMMUNICATIONS FACILITIES†

Sec. 40-220. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory equipment structure means a building or cabinet-like structure located adjacent to, or in the immediate vicinity of, a wireless telecommunications tower or antenna to house equipment customarily incidental to the receiving or transmitting of wireless broadcasts, cellular telephone calls, voice messaging and paging services.

Antenna means equipment used for transmitting or receiving radio frequency signals which is attached to a tower, building or other structure usually consisting of a series of directional panels, microwave or satellite dishes or omnidirectional "whip" antennae.

Antenna, stealth, means wireless telecommunications antenna and related equipment designed to blend into surrounding environment or integrated into the physical structure to which it is attached.

Colocation means the location of wireless telecommunications equipment from more than one provider on one common tower, building or structure.

Tower means any ground-mounted pole, spire, structure or combination thereof, including supporting lines, cables, wire, braces, and masts, to which a telecommunications antenna is attached or affixed.

Tower, lattice, means three- or-four-legged steel girded structures typically supporting multiple communications users and services generally ranging from 60 feet to 200 feet in height.

***State law references**—Statewide franchise for television service, G.S. 66-350 et seq.; effect of state law on existing local franchise agreements, G.S. 66-355; city may not grant or renew cable franchise after January 1, 2007, G.S. 66-351(a).

†**State law references**—Wireless telecommunications facilities, G.S. 153A-349.50 et seq.; construction of wireless facilities, G.S. 153A-349.52; collocation of wireless facilities, G.S. 153A-349.53.

Tower, monopole, means single pole design, approximately three feet in diameter at the base narrowing to approximately 1½ feet at the top, generally ranging from 25 feet to 150 feet in height.

Utility pole means a pole used to support essential services such as power, telephone or CATV lines, or used to support street or pedestrian way lighting, typically located in public rights-of-way.

Wireless telecommunication services (WTS).

- (1) The term "wireless telecommunication services" means licensed or unlicensed wireless telecommunication services, including cellular, digital cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (EPMR), commercial or private paging services, or similar services marketed or provided to the general public.
- (2) The term "wireless telecommunication services" does not include services by non-commercial entities in the Amateur Radio Service, Public Safety Radio Service, or licenses assigned to nonprofit organizations, such as the Red Cross, Civil Air patrol, Military Affiliated Radio Service (MARS), that are licensed by the Federal Communications Commission.

(Ord. No. 56, 12-15-1997)

Sec. 40-221. Penalty.

(a) Any person violating the provisions of this article shall be guilty of a misdemeanor and shall be subject to punishment as provided by G.S. 14-4. Everyday there is a violation of this article, it shall be considered a unique and separate offense.

(b) In lieu of, or in addition to the criminal penalties, the county board of commissioners may impose civil penalties of up to \$500.00 per day for each and every day there is a violation of this article. No penalty shall be assessed prior to notification by the county building inspector. If the violator does not pay such penalty within 30 days, it may be recovered by the county in a civil action in the nature of a debt. The violator may contest said penalty in the court of appropriate jurisdiction.

(Ord. No. 56, § (k), 12-15-1997)

Sec. 40-222. Intent.

The regulation of wireless telecommunications services facilities is intended to provide for the appropriate location, development and installation of telecommunications towers and antennae within the county's jurisdiction. The provisions of this article are intended to protect and promote health, safety and aesthetic concerns by:

- (1) Minimizing the adverse visual effects of towers and antennae through careful design, siting and screening;
- (2) Avoiding potential damage from tower failure to adjacent properties through structural standards and setback requirements; and

- (3) Maximizing the use of existing towers, structures or buildings to accommodate new telecommunications antenna in the jurisdiction.

(Ord. No. 56, § (a), 12-15-1997)

Sec. 40-223. Review and approval.

All WTS development shall be subject to the following review and approval procedures, when they fall in the following categories. The board of commissioners must review and approve all applications before the building inspector can permit construction of:

- (1) Any antenna attached to an existing principal building or structure over 100 feet, including the height of principal building or structure.
- (2) All freestanding or guyed towers exceeding 100 feet.

(Ord. No. 56, § (b), 12-15-1997)

Sec. 40-224. Demonstration of need.

The applicant shall provide a diagram showing the cell site configuration illustrating the coverage area of the proposed wireless telecommunications tower and antenna. This diagram shall demonstrate the frequency re-use and spacing needs of the wireless system in order to provide adequate coverage and capacity to areas that cannot be adequately served by other locations.

(Ord. No. 56, § (c), 12-15-1997)

Sec. 40-225. WTS format preference.

(a) The following order of preference shall be used during the review and approval of WTS development:

- (1) Stealth antenna;
- (2) Antenna located on existing WTS facilities, utility poles, water towers or similar utility structure;
- (3) Antenna attached to or mounted on an existing building or structure (single or colocation provider);
- (4) Freestanding WTS development designed and constructed with colocation capability; and
- (5) Freestanding WTS development designed and constructed for single-provider use.

(b) The applicant shall provide documentation giving the reasons why in the opinion of the applicant it is not feasible or reasonable to require the applicant to comply with a WTS development of a higher order of preference as set forth in this section. The application for a WTS development shall not be approved for a lower format preference, unless it is not reasonable to expect the applicant to meet a higher order of preference.

(Ord. No. 56, § (d), 12-15-1997)

Sec. 40-226. Standards for location and setbacks.

Sufficient land shall be acquired for all tower sites to contain any ice or debris that happens to fall from the tower, antenna or guy wires. For monopole or lattice towers the minimum setback from the property line shall be one-half the tower and antenna's overall height. For guyed towers the setback from the property line shall be equal to the entire combined height of the tower and antenna.

(Ord. No. 56, § (e), 12-15-1997)

Sec. 40-227. Fencing.

Freestanding WTS development shall be surrounded with a fence eight feet in height and capable of preventing unauthorized entry. This includes, but is not limited to, towers, guy anchors and accessory equipment structures.

(Ord. No. 56, § (f), 12-15-1997)

Sec. 40-228. Lights.

All wireless telecommunications towers or antenna shall be lighted as required by the Federal Aviation Agency (FAA), the Federal Communications Commission (FCC) or the county. In instances where towers or antennas are exempt from FAA or FCC regulations, the county maintains the right to require lighting on a case-by-case basis.

(Ord. No. 56, § (g), 12-15-1997)

Sec. 40-229. Identification and warning signs; advertising prohibited.

The use of any portion of a tower for signs or advertising other than the required warning signs shall be prohibited. There shall be a four-foot by four-foot sign clearly visible, identifying the owners and operators of the communication tower site and a local emergency phone number for each. The sign shall be at the entrance of the tower site.

(Ord. No. 56, § (h), 12-15-1997)

Sec. 40-230. Removal of abandoned or damaged towers.

Any wireless telecommunication tower and antenna, including those existing on the effective date of the ordinance from which this article is derived, that is not used for one year shall be deemed abandoned and the property owner shall remove and dispose of the tower and antenna in an appropriate manner. If the property owner fails to remove the tower and antenna after one year, it may be removed by the county with the costs of such removal assessed against the property owner of the site.

(Ord. No. 56, § (i), 12-15-1997)

Sec. 40-231. Variance procedure.

Where because of the strict adherence to the provisions of this article it would cause a unnecessary hardship on the owner he may apply for a variance in writing to the county board of commissioners at least seven days prior to the next regularly scheduled meeting.

(Ord. No. 56, § (j), 12-15-1997)

Sec. 40-232. Conflicts; more restrictive regulation governs.

Whenever the regulations of this article conflict with the requirements of another federal or state statute, or a county ordinance, the more restrictive standard shall govern.

(Ord. No. 56, § (m), 12-15-1997)

Chapter 41

RESERVED

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 3, 2013
Presenter: Clint Berry
Attachment: Yes

ITEM TITLE: NCDOT SECONDARY ROAD AGREEMENT – SR 1135

SUMMARY: NCDOT Reimbursement Agreement for relocating 4,260 feet of 6” water main on Creekside Dr.

RECOMMEND: Discussion and approval.

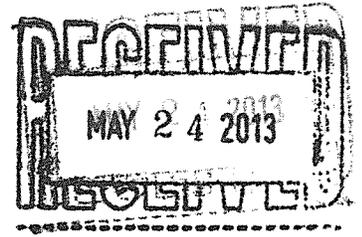
Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

May 17, 2013

REVISED

Mr. Bill Rich, County Manager
Hyde County
P. O. Box 188
Swan Quarter, NC 27885

Re: Secondary Road Agreement
Relocation of Waterline on SR 1135
WBS Element: 1C.048032

Dear Mr. Rich,

Enclosed are duplicate originals of a reimbursable agreement for the subject project. Please have the appropriate official sign both originals and return to this office for execution by the Department.

Should you have questions, please let us know.

Sincerely,

J. D. Jennings, PE
Division Engineer – Division One

A handwritten signature in black ink, appearing to read "W. B. Hobbs".

W. B. Hobbs, PE
Division Project Manager

JDJ/WBH

Attachments

cc: D. S. Lee, PE

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE
REIMBURSEMENT AGREEMENT**

HYDE COUNTY

DATE: 5/15/2013

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 1C.048032

HYDE COUNTY BOARD OF
COMMISSIONERS

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Hyde County Board of Commissioners, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the parties have agreed to make certain improvements within the County under WBS Element 1C.048032 in Hyde County in accordance with the plans and specifications approved by the Department; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-66.3, Section 136-18 (24) and (27), Section 20-169, Section 160A-296 and Section 297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department and the County have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF PROJECT

1. The Project consists of the relocation of the waterline on SR 1135. (hereinafter the "Project").

PROCUREMENT OF SPECIALIZED SERVICES

2. If the County causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
 - A. The County shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
 - B. The County, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Policies and Procedures for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32.
 - C. The County shall submit all professional services contract proposals to the Department for review and approval prior to execution of the professional services contract by the County. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch. A pre-negotiation audit of a contract under \$30,000 will be performed by the Department's External Audit Branch if the County requests it.
 - D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. This applies to private engineering firms and/or work performed by the County. If the County elects to procure a private consulting firm to conduct Project administration, the County shall be responsible for submitting the consulting firm's proposal to the Division Engineer for review and approval. The County, and/or its agent,

shall perform Project administration in accordance with all Departmental policies and procedures.

- E. All work shall be prepared and submitted using computer software and applications approved by the Department and compatible with departmental equipment and programs.
- F. Small Professional and Engineering Services Requirements: Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the NC Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html
 - The County shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
 - If the County fails to comply with these requirements, the Department will withhold funding until these requirements are met.

PLANNING AND DESIGN

- 3. The County, and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
- 4. The County shall design and prepare the plans and specifications for the Project, in accordance with the Department's standard practices, regulations and guidelines for transportation improvements. The Department shall review and approve Project plans and specifications.

UTILITIES

- 5. The County, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department prior to the County beginning

construction of the Project. The County shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of ownership of the connections or services. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. All work shall be performed in accordance with the Department's approved Utility Relocation Policy and standard procedures for utility improvements.

RIGHT OF WAY

6. The County, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the County will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in accordance with applicable policies, guidelines, statutes and the North Carolina Department of Transportation Right of Way Manual.

The County shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The County shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.

CONSTRUCTION

7. The County shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The County shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:
 - A. Prior to advertising the Project for construction bids, the County or its agents, shall submit for approval by the Department, the final construction plans, the total contract proposal, and an estimate of the Project costs to the Division Engineer. Bids received along with proper documentation of Municipal approval shall be submitted to the Division Engineer for review and approval by the Department prior to the contract being awarded by the County. Upon award of the Project, the County shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.

- B. The County shall follow Department regulations, and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. The County shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.
- C. The construction engineering and supervision will be furnished by the County. Said work shall be accomplished in accordance with terms set out in Provision #2 of this Agreement.
- D. The Department's Division Engineer shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the County or the County's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the County with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
- E. The County shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing. The Division Engineer shall be provided a copy of the testing results.
- F. During construction of the Project, if any changes in the plans are necessary, such changes must be approved by the Division Engineer prior to the work being performed.
- G. All materials incorporated in the Project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.
- H. Upon completion of the Project, the County shall furnish the Division Engineer with complete sets of "Plan of Record" and/or "As Built" plans as requested.
- I. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.
- J. During construction of the Project, the County shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.

- K. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the County shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

- L. The County shall complete construction of the Project, in accordance with the terms of this Agreement within one year(s) of execution of this Agreement. If the County has not completed its responsibilities to the satisfaction of the Department, including satisfactory progress of the various phases of the Project, the unexpended balance of funds may be recalled by the Department and assigned to other Projects by the Board of Transportation and the County shall reimburse costs incurred by the Department associated with the Project.

CONSTRUCTION SUBCONTRACTOR GUIDELINES

- 8. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.
 - A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>
 - B. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

FUNDING

- 9. Subject to compliance by the County with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Project costs up to a maximum amount of \$108,850 (estimated costs are \$108,850). Costs which exceed this amount shall be

borne by the County. Reimbursement to the County shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.

- A. The County may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made on a monthly basis upon receipt of an approved invoice. By submittal of said invoice, the County certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.
- B. Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process. Written approval from the Division Engineer is required prior to the use of force account by the County. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/a087/a087.html). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the County or its Project partners. Reimbursement rates for equipment owned by the County or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.
- C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003, the County shall arrange for an annual independent financial and compliance audit of its fiscal operations. The County shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the County's fiscal year ends.
- D. The County shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the County shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.
- E. The County agrees that it shall bear all costs for which it is unable to substantiate actual costs.

- F. Failure on the part of the County to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.
- G. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.
- H. The Project must progress in a satisfactory manner as determined by the Department. If the Project does not remain active, the Department reserves the right to de-obligate said funding.
- I. The expenses incurred by the Department for reviews, approvals, inspections and other tasks set forth in this Agreement are an eligible Project cost and charged to allocated Project funding.

TRAFFIC

- 10. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and maintained and controlled by the Department upon completion of the Project.

MAINTENANCE

- 11. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

- 12. The County shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- 13. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

14. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the County certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
15. The County shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the County or any entity performing work under contract with the County.
16. The County is solely responsible for all agreements, contracts, and work orders entered into or issued by the County for this Project. The Department is not responsible, for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the County costs which exceed the total funding for this Project.
17. The County will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.
18. The Department must approve any assignment or transfer of the responsibilities of the County set forth in this Agreement to other parties or entities.
19. If the County decides to terminate the Project without the concurrence of the Department, the County shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.
20. In compliance with state policy, the County, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the

Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.

21. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

22. "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the County.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Hyde County Board of Commissioners by authority duly given.

L.S. ATTEST:

HYDE COUNTY BOARD OF COMMISSIONERS

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____

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

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Hyde County Board of Commissioners

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: _____

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

Meeting Date: June 3, 2013
Presenter: Corrinne Gibbs
Attachment: Yes

ITEM TITLE: HYDE TRANSIT ROAP FUND

SUMMARY: Hyde Transit Director Beverly Paul has requested transfer of ROAP funds interdepartmentally to cover expenses through the end of this fiscal year.

RECOMMEND: Approve.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

**HYDE COUNTY BOARD OF COMMISSIONERS
2012 2013 BUDGET REVISIONS**

**MEETING DATE
06/03/2013**

+ EXP BUDGET *-* EXP BUDGET
- REV BUDGET *-* REV BUDGET

(FO USE) BR#	IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
		HYDE TRANSIT	106500.1400	Transit EDTAP		\$ 4,000.00
			106500.1410	Ocracoke EDTAP		\$ 600.00
			106500.1403	Interest		\$ 200.00
			106500.1409	Senior Center EDTAP	\$ 4,800.00	
					\$ 4,800.00	\$ 4,800.00
				MONIES TRANSFERRED INTERDEPARTMENTALLY TO COVER EXPENSES		
				DOES NOT INCREASE BUDGET		
						\$ -

REQUESTED BY _____ DATE ____/____/____
(SIGNATURE)

APPROVED BY _____
(CO MGR) (BD CHAIR) (CLERK)

APPROVAL DATE ____/____/____

ENTERED IN SYSTEM _____ DATE ____/____/____
(FINANCE OFFICER)