



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 1

Meeting Date: 06.04.12

Presenter(s): Sharon Spencer

Title: Chairman

Agency/Dept: Board of Commissioners

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

Attachments: No

Description: General activities to open the meeting

Times Read:

Impact on Budget: None

RECOMMENDATION: Participate

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



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 2

Meeting Date: 06.04.12

Presenter(s): Sharon Spencer

Title: Chairman

Agency/Dept.: Board of Commissioners

Item Title: Consideration of Agenda

Attachments: Yes

Description: Consideration of Agenda for today's meeting

Times Read: First

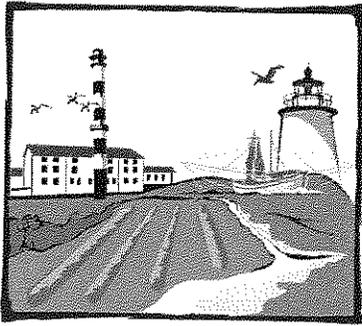
Impact on Budget: None

RECOMMENDATION: Approve

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

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

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



Since 1712

HYDE COUNTY BOARD OF COMMISSIONERS

Monday, June 4, 2012 - 6 PM

Hyde County Courthouse Multi-purpose Room

30 Oyster Creek Road, Swan Quarter, NC

and the

Ocracoke School Commons Area

120 School House Road, Ocracoke, NC

AGENDA

- | | | |
|---------------|--------------------------------------------------------------------------------------------------|---------------|
| Item 1 | Call to Order, Opening Prayer | Chrm. Spencer |
| Item 2 | Consideration of Agenda | Chrm. Spencer |
| Item 3 | Approval of Minutes from meeting on May 21st, 2012 and amended minutes from June 20, 2011 | Chrm. Spencer |

Item 4 Public Comments

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

PUBLIC HEARINGS

- | | | |
|---------------|-------------------------------------------------------------|--------------|
| Item 5 | Public Hearing on Rural Operating Assistance Program | Beverly Paul |
|---------------|-------------------------------------------------------------|--------------|

ITEMS OF CONSIDERATION

- | | | |
|----------------|-------------------------------------------------------------|----------------|
| Item 6 | Swearing in of Deputy Tax Administrator | County Clerk |
| Item 7 | Authority to Reconcile Departmental Budgets | Corrinne Gibbs |
| Item 8 | Fox Trapping Legislation | Anson Byrd |
| Item 9 | Technical Service and Grant Administration Contract | Kris Noble |
| Item 10 | Approval of Revolving Loan Fund Recommendation | Alice Keeney |
| Item 11 | Extension of Letter of Credit for Twiddy Subdivision | Alice Keeney |
| Item 12 | Solid Waste Grant for Recycling | Clint Berry |
| Item 13 | Proposal for Water Rate Increase | Clint Berry |

- | | | |
|----------------|--------------------------------------------------------------------------------------------------------|------------------|
| Item 14 | Resolution Supporting County Authority to Create Human Services Agencies <i>(first reading)</i> | Chrm. Spencer |
| Item 15 | Policy for Use of Multi-Purpose Room <i>(first reading)</i> | Lois Stotesberry |
| Item 16 | Policy to Charge for Notary Services | Mazie Smith |
| Item 17 | Set date for Annual Appointments to Occupancy Tax Boards | Mazie Smith |
| Item 18 | Appointment to BHM Regional Library Board | Darlene Styron |
| Item 19 | Appointment to Hyde Recreation Commission | Mazie Smith |

BUDGETARY MATTERS

- | | | |
|----------------|------------------------------------------------|---------------|
| Item 20 | Approval of 2012-2013 Budget Ordinance | Chrm. Spencer |
| Item 21 | Approval of 2012-2013 Budget Resolution | Chrm. Spencer |

MANAGEMENT REPORTS

- | | |
|----------------|------------------------------------|
| Item 22 | Reports from Commissioners |
| Item 23 | Reports from County Manager |
| Item 24 | Public Comments |

CLOSED SESSION

- | | |
|----------------|---------------------------------------------------------------------------------------------------|
| Item 25 | Closed Session if requested or needed (discussion)
Pursuant to N.C. GS 143-318.11 (1-9) |
|----------------|---------------------------------------------------------------------------------------------------|

SUPPLEMENTAL INFORMATION

- | | |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Item 26 | <u>Department Reports:</u>
Senior Center
Tax Department |
| Item 27 | <u>Supplemental Information</u>
Update on Ferry Tax
RPA Update
Albemarle RPO Board Meetings
Eastern Regional Report: Business for NC Magazine
Sea Level Rise - Letter from NC 20
Albemarle Commission Board Meeting Minutes
Ocracoke Planning Board Minutes
ABC Board Budget Estimates |

MEETING CALENDAR

JUNE

- 4th Employees begin 4-9-4 Schedule (closed 1/2 day on Fridays)
Board of Commissioners meeting, 6 PM
- 18th Retirement Reception for Alice Keeney, 4 to 6 PM
Board of Commissioners meeting, 6 PM

JULY

- 2nd Board of Commissioners meeting, 6 PM
- 4th **HOLIDAY, County offices closed**
- 16th Board of Commissioners meeting, 6 PM

EMPLOYMENT ANNIVERSARIES

JUNE

- 1st Margie Keech, Health Dept., 6 years
- 1st Randy Spruill, Water Dept., 1 year
- 12th Ricky Clayton, Solid Waste, 11 years
- 23rd James Blount, Solid Waste, 4 years



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 3

Meeting Date: 06.04.12

Presenter(s): Sharon Spencer

Title: Chairman

Agency/Dept.: Board of Commissioners

Item Title: Approval of Minutes

Attachments: Yes

Description: Minutes of the meeting held on May 21st, 2012 and amended minutes from 20-Jun-11

Times Read: First

Impact on Budget: None

RECOMMENDATION: Approve

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

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

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

1 Minutes

2
3 **Board of County Commissioners**
4 **Hyde County**
5 **June 20, 2011**

6 Chairman Sharon Spencer called the regular meeting of the Hyde County Board
7 of Commissioners to order at 7 PM on Monday, June 20, 2011 in the Hyde County
8 Government Center, Multi-Use Room, and the Ocracoke School Commons area
9 using electronic conferencing equipment.

10
11 The following members were present on the mainland; Chairman Spencer,
12 Commissioners Barry Swindell and Dick Tunnell; County manager, Mazie Smith;
13 Deputy Clerk to the Board Shelley Carawan; County Attorney Fred Holscher; and
14 members of the public. The following members were present on Ocracoke;
15 Commissioner Darlene Styron; Deputy Clerk, Jamie Tunnell. Commissioner
16 Anson Byrd was absent.

17
18 Following the opening prayer given by Chairman Spencer and the Pledge of
19 Allegiance, the meeting was called to order.

20
21 **Consideration of the minutes:**

22 Chairman Spencer asked for any changes to the June 6, 2011 meeting minutes as
23 presented by the Clerk.

24
25 Commissioner Swindell made a motion to approve minutes as presented by the
26 Clerk.

27
28 Mr. Tunnell seconded the motion.

29
30 Ayes: Spencer, Styron, Swindell, Tunnell

31
32 Nays: none

33
34 **Consideration of the Budget Workshop minutes:**

35 Chairman Spencer asked for any changes to the June 13 and June 14 Budget
36 Workshop minutes as presented by the Clerk.

37
38 Commissioner Swindell made a motion to approve the Budget Workshop
39 minutes as presented.

40
41 Mr. Tunnell seconded the motion.

42
43 Ayes: Spencer, Styron, Swindell, Tunnell

44
45 Nays: none

1 **Consideration of the agenda:**
2 Chairman Spencer asked for any changes to the June 20, 2011 meeting agenda as
3 presented by the Clerk.
4
5 Manager Smith requested that the following items be added to the agenda:
6
7 Item 15 Deputy Clerk on Ocracoke Island be moved to first item of business after
8 Public Comments.
9
10 Item 31 Mosquito Control Board
11
12 Commissioner Styron made a motion to approve the agenda as amended.
13 Mr. Swindell seconded the motion.
14
15 Ayes: Spencer, Styron, Swindell, Tunnell
16
17 Nays: none
18
19 **Public Comments:**
20 **Marcy Brenner**, Ocracoke commented on the proposed noise ordinance and her
21 recommendation to designate the acceptable level to be 75 decibels.
22
23 **Jocelyn Wright**, Ocracoke asked if there have been specific complaints about
24 certain businesses and why has the issue been revisited?
25
26 Commissioner Styron answered that the Board has been working on the noise
27 ordinance issue for several years and been reviewing it at every meeting and it's
28 not towards a specific business.
29
30 **Aaron, last name unknown**, Ocracoke, a musician from Raleigh stated that a
31 decibel level of 75 be more acceptable for a three hour show.
32
33 **Marcy Brenner**, Ocracoke, purchased her own decibel meter and got some
34 readings over the weekend. Her findings were that a conversation in a
35 restaurant is 70-75 decibels, traffic is 60 decibels, live music outside of a bar is
36 58-68 decibels.
37
38 **Appointments**
39 **Deputy Clerk to the Board**
40 Commissioner Styron made a motion to appoint Keith Parker-Lowe as Deputy
41 Clerk to the Board on Ocracoke Island.
42
43 Mr. Tunnell seconded the motion.
44
45 Ayes: Spencer, Styron, Swindell, Tunnell
46

1 Nays: none

2

3 Katherine Parker-Lowe administered the Oath of Office to Keith Parker-Lowe.

4

5 **Jury Commission**

6 Commissioner Swindell made a motion to appoint Doris Weston to serve as a
7 jury commission member for a term of two years, commencing on July 1, 2011.

8

9 Ms. Styron seconded the motion.

10

11 Ayes: Spencer, Styron, Swindell, Tunnell

12

13 Nays: none

14 **Resolution to Meet Only Once in August**

15 Commissioner Swindell made a motion to support the Resolution to Meet Only
16 Once in August on the 15th.

17

18 Mrs. Spencer seconded the motion.

19

20 Ayes: Spencer, Styron, Swindell, Tunnell

21

22 Nays: none

23

24 **Agreements**

25 Kris Noble, Grants Technician, presented to the Board an award of a grant from
26 Golden Leaf for the construction of the Mattamuskeet Lodge Sewer Project and
27 requests that the Board authorize the execution of the documents for acceptance
28 of the grant.

29

30 Commissioner Styron made a motion to approve and authorize County Manager
31 Smith to negotiate and execute the Grantee Acknowledgement and Agreement in
32 proceeding with the acceptance of the grant and grant requirements.

33

34 Mr. Tunnell seconded the motion.

35

36 Ayes: Spencer, Styron, Swindell, Tunnell

37

38 Nays: none

39

40 **Animal Control Officer convert to full-time position**

41 Wesley Smith, Health Director, explained to the Board the current animal control
42 situation and the fact that it is a contracted position. He listed the four
43 requirements that are mandated by the state for animal control. The services
44 are to investigate cruelty; to enforce law to decrease rabies; safeguard the public
45 from dangerous animals and to follow up on complaints regarding wandering
46 animals. He stated that he and Hugh Watson, Health Inspector, were both

1 involved with animal control and asked if the Board would like the current
2 process to continue or to hire a full-time Animal Control Officer.
3
4 Commissioner Swindell made a motion to continue with the animal control as a
5 contracted position, using \$35,807 of the budget, reducing the line item by
6 \$23,000.
7
8 Ms. Styron seconded the motion.

9
10 Ayes: Spencer, Styron, Swindell, Tunnell

11
12 Nays: none

13
14 **Increase the hourly rate for EMS to attract part-time employees**
15 Justin Gibbs, ES Director, proposed the Board to increase the rate of pay for EMS
16 personnel to attract part-time people to work for Hyde County and in return
17 reducing overtime.

	Current	Proposed
18 EMT	\$7.25	\$11.00
19 EMT-I	\$9.38	\$12.50
20 Paramedic	\$12.50	\$15.00

21
22
23 Chairman Spencer questioned why would you increase full-time employee's
24 rates when they are salaried and have benefits?

25
26 Mr. Gibbs answered that it wouldn't be fair to increase the part-time rates
27 without increasing the full-time also because part-time pay would be more than
28 full-time pay for performing the same job.

29
30 Chairman Spencer commented that Commissioner Byrd is not happy with
31 \$240,000 being designated for EMS overtime and would be happy to take it
32 away.

33
34 Commissioner Tunnell made a motion to approve budget for EMS as presented.

35
36 With no second, the motion died.

37
38 Commissioner Swindell made a motion to reduce the overtime budget by
39 \$98,000 equaling a one cent decrease in the overall tax rate.

40
41 Ms. Styron seconded the motion.

42
43 Ayes: Spencer, Styron, Swindell

44
45 Nays: Tunnell

46

1 Chairman Spencer made a motion to give authority to Justin Gibbs and Mazie
2 Smith to increase the salaries of the part-time employees to manage and recruit
3 more part-time employees by not increasing the budget.

4

5 Mr. Swindell seconded the motion.

6

7 Ayes: Spencer, Styron, Swindell, Tunnell

8

9 Nays: none

10

11 **Convert Deputy Emergency Director positions to exempt status**

12 Deputy Emergency Directors, Jeff Hibbard and Brian Carter, requested to be
13 exempt from receiving over-time pay and save the County money in over-time
14 pay. The new salary would be \$59,000.

15

16 Jeff Hibbard, said that he had looked at this as a cost saver and is all for it and
17 wants the County to recruit people. He said that he was interested in younger
18 people getting involved with EMS.

19

20 Brian Carter, commented that he didn't just want to maintain services, he wants
21 to take them to the next level.

22

23 Ayes: Spencer, Styron, Swindell, Tunnell

24

25 Nays: none

26

27 **Reclassify Acting Director of Emergency Services**

28 Mazie Smith requested that the Board approve moving the Director of
29 Emergency Services salary grade from a 71 to a 77 to more accurately reflect the
30 duties performed, making a \$2,500 difference in the budget.

31

32 Commissioner Tunnell made a motion to approve the salary grade change to a
33 77 for the Director of Emergency Services.

34

35 Chairman Spencer seconded the motion.

36

37 Ayes: Spencer, Styron, Swindell, Tunnell

38

39 Nays: none

40

41 **Administrative Budget Transfers**

42 In accordance with provisions in the FY 2010-2011 Budget Ordinance, County
43 Manager Smith approved several revisions administratively.

44

45 **Adapt---**\$10,000.00---Money transferred to pay for unexpected floor repairs.

- 1 **\$10,000.00 does not increase the budget.**
- 2 **Home Health---**\$1,000.00**---**To Transferring funds from Contract Physical
3 Therapist line into Advertising/Marketing line to ensure there are sufficient
4 funds in that line to cover advertising expenses for our Home Health Nursing
5 Supervisor I position becoming vacant on June 21, 2011.
- 6 **\$1,000.00 does not increase the budget.**
- 7 **Planning---**\$150.00**---**Move money from cell phone account to cover cost of
8 extra telephone expense.
- 9 **\$150.00 does not increase the budget.**
- 10 **Planning---**\$281.47**---**Move money to cover cost of travel needed for
11 department before FYE and to cover additional telephone expense.
- 12 **\$281.47 does not increase the budget.**
- 13 **Planning---**\$492.18**---**Move money to cover cost of travel needed for
14 department before FYE.
- 15 **\$492.18 does not increase the budget.**
- 16 **Soil and Water---**\$500.00**---**To repair front wheel bearings and brakes on
17 Technicians truck.
- 18 **\$500.00 does not increase the budget.**
- 19 **Sheriff---**\$1,044.13**---**Money moved to cover expense for the Sheriff Conference.
- 20 **\$1,044.13 does not increase the budget.**
- 21 Commissioner Swindell made a motion to accept the approved budget revisions.
- 22 Ms. Styron seconded the motion.
- 23 Ayes: Spencer, Styron, Swindell, Tunnell
- 24
- 25 Nays: none
- 26
- 27 **Budget Revisions**
- 28 **Sheriff---**\$4,665.00**---**Unexpected medical cost for inmate with chest pains in
29 Washington County Jail. \$4,665.00
- 30 **Does not increase the budget.**
- 31

1 Commissioner Swindell made a motion to approve the budget revisions as
2 presented to the Board.

3
4 Mr. Tunnell seconded the motion.

5
6 Ayes: Spencer, Styron, Swindell, Tunnell

7
8 Nays: none

9
10 **Support of Beaufort-Hyde Arts Council**

11 Manager Smith asked that the Board contribute \$1000 to the Beaufort-Hyde Arts
12 Council for their work for the past year including the stained glass in the
13 Government Center.

14
15 Chairman Spencer made a motion to contribute money to the Beaufort-Hyde
16 Arts Council.

17
18 Ms. Styron seconded the motion.

19
20 Ayes: Spencer, Styron, Swindell, Tunnell

21
22 Nays: none

23
24 **Mosquito Control**

25 Rex O'Neal, Ocracoke Mosquito Board, announced to the Board that the
26 Mosquito Board has leftover money in their budget because the projects that
27 were planned can't be completed before the end of the fiscal year. They would
28 like to resume the projects after Labor Day and decrease the tax rate from 2% to
29 1.5%.

30
31 **Budget Ordinance**

32 The Board expressed the need for more time to look over the budget and have
33 discussion. It was decided to have another budget workshop on Monday, June
34 27th from 7pm-9pm and if needed, on Wednesday, June 29th from 5pm to 7pm.

35
36 In discussion regarding the budget, it was mentioned to rid the budget of merit
37 pay, close the ADAPT Center and decrease the Sheriff's Department Budget by
38 \$25,000 leaving them with three cars instead of the initial request of four.

39
40 **Commissioner Reports**

41 **Commissioner Styron-** met with Mazie, worked on the Noise Ordinance,
42 attended the Planning Board Meeting and mentioned that the convenient sites
43 are moving forward. She also announced that the Baseball team won the
44 Championship. She also said that she appreciates the employees and
45 commended Mazie for an outstanding job.

46

1 **Commissioner Swindell**- attended the Health Board meeting and mentioned
2 that a 6 cent tax increase isn't bad compared to no increases in five years.
3
4 **Commissioner Tunnell**- nothing to report.
5
6 **Chairman Spencer**- attended the Albemarle Commission meeting and stated
7 that most counties are raising taxes. She was able to attend both graduations for
8 Hyde County. She also announced that Commissioner Byrd is absent because of
9 having surgery.
10
11 **County Manager Report**
12 Manager Smith said that everyone had been working hard on the budget. She
13 met with Dave Weldon, NC Emergency Management, regarding Hurricane
14 preparedness. She also met with Mike Twiddy regarding workshops for
15 entrepreneurs. She plans on going to Ocracoke on Wednesday and to a
16 Leadership Conference on Friday. There will be an Airport Committee Meeting
17 on Monday. The Bloodmobile will be in town next week, please donate.
18
19 **NCACC Annual Conference**
20 Manager Smith and Chairman Spencer announced that they will be attending the
21 NCACC Annual Conference in August.
22
23 **Closed Session**
24 Commissioner Styron made a motion to enter into closed session pursuant to
25 G.S. N.C.G.S. 143-318.11(a)(4).
26
27 Mr. Swindell seconded the motion.
28
29 Ayes: Spencer, Styron, Swindell, Tunnell
30
31 Nays: none
32
33 Commissioner Swindell made a motion to return from closed session.
34
35 Mr. Tunnell seconded the motion.
36
37 Ayes: Spencer, Styron, Swindell, Tunnell
38
39 Nays: none
40
41 Commissioner Swindell made a motion to approve the County Manager contract
42 with the amendments made.
43
44 Mr. Tunnell seconded the motion.
45
46 Ayes: Spencer, Styron, Swindell, Tunnell

1 Commissioner Swindell made a motion to return from closed session.

2

3 Mr. Tunnell seconded the motion.

4

5 Ayes: Spencer, Styron, Swindell, Tunnell

6

7 Nays: none

8

9

10 Commissioner Swindell made a motion to approve the County Manager contract
11 with the amendments made.

12

13 Mr. Tunnell seconded the motion.

14

15 Ayes: Spencer, Styron, Swindell, Tunnell

16

17 Nays: none

18

19 Commissioner Swindell made a motion to adjourn.

20 Ms. Styron seconded the motion.

21

22 Ayes: Spencer, Styron, Swindell, Tunnell

23

24 Nays: none

25

26

27 The June 20, 2011 Regular meeting of the Hyde County Board of Commissioners
28 adjourned at 10:34pm.

29

30 Respectfully submitted:

31

32

33

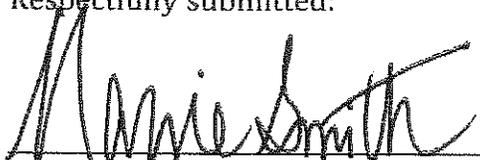
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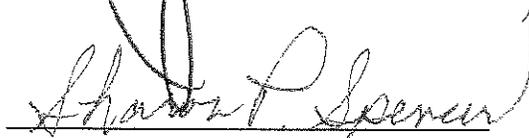
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37

38



Mazie Smith, Clerk



Sharon Spencer, Chairman

1 Nays: none
2
3 Commissioner Swindell made a motion to adjourn.
4 Ms. Styron seconded the motion.
5
6 Ayes: Spencer, Styron, Swindell, Tunnell
7
8 Nays: none
9
10 The June 20, 2011 Regular meeting of the Hyde County Board of Commissioners
11 adjourned at 10:34pm.
12
13 Respectfully submitted:

14

15

16 _____
Mazie Smith, Clerk

Sharon Spencer, Chairman

17

18

19

20 **Chapter 16 - Article II - Noise**

21

22 Chairman Spencer made a motion to amend Chapter 16, Article II - Hyde County
23 Noise Ordinance.

24

25 Ms. Styron seconded the motion.

26

27 Ayes: Spencer, Styron, Swindell, Tunnell

28

29 Nays: none

30

31 Revised Minutes approved on the 4th day of June, 2012.

32

33

34 _____
Lois Stotesberry, Deputy Clerk
35 Hyde County Board of Commissioners

36

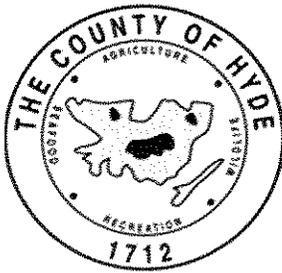
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38

39

Sharon Spencer, Chair
Hyde County Board of Commissioners

40



BOARD OF COMMISSIONERS
OF THE COUNTY OF HYDE,
NORTH CAROLINA

CHAPTER 16

**ARTICLE II
NOISE**

Sec. 16.19 PURPOSE OF NOISE REGULATIONS.

1.(A) It is recognized that excessive and unnecessary noise endangers the physical and emotional health and welfare of the people, interferes with legitimate business and recreational activity, increases construction costs, depresses property values, offends the senses, creates public nuisances and in other respects reduces the quality of life.

(B) It is further recognized that a substantial body of science and technology exists by which excessive sound may be measured and substantially abated. Because the regulation of excessive and unnecessary noise that may jeopardize human health or welfare or substantially degrade the quality of life is well within the purview of law enforcement powers, it is declared to be the purpose of this subchapter to prevent, prohibit and provide for the regulation and abatement of excessive and unnecessary noise which may injure the physical and emotional health or welfare of its citizens or degrade the quality of life.

Sec. 16.19.a - DEFINITIONS.

.(A) For the purpose of §§ 91.01 through 91.07 (which sections are referred to herein as "this subchapter"), the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A WEIGHTED SOUND LEVEL. The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A).

ACCOUSTIC MUSIC. Music that is produced solely or primarily by instruments which produce sound through entirely acoustic means, as opposed to electric or electronic means.

DECIBEL (dB). A unit for describing the amplitude of sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micronewtons per square meter.

EMERGENCY WORK. Any work performed for the purposes of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.

EVENT. A gathering of people for the purpose of recreation, entertainment, worship, fundraising, or cultural activity outdoors on a lot or other property, where amplified sound is emitted from the property.

NIGHTTIME. As used in this subchapter **NIGHTTIME** shall mean the time period between the hours of 10:00 p.m. and the following 7:00 a.m.

NOISE. Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

OUTDOOR AMPLIFIED SOUND. Any sound using sound amplifying equipment where such equipment is located outside of a residential or commercial structure or within such structures where it is obvious that the sound emitted from the amplifying equipment is intended to be transmitted to the outside through open doors or windows or other openings in the structure.

SOUND AMPLIFYING EQUIPMENT. Any device for the amplification of the human voice, music, or any other sound, including televisions, electronic loud speakers, jukeboxes, stereos, compact disc players and radios.

SOUND LEVEL METER. An instrument which includes a microphone, amplifier, IRS detector, integrator or time averages, output meter and weighting network used to measure sound pressure levels.

UNNECESSARY NOISE. Any excessive or unusually loud sound which disturbs the peace and quiet of any neighborhood or which does annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of any reasonable person of ordinary sensibilities or causes damage to property.

(B) All terminology not defined in this section but used in this subchapter shall be in conformance with applicable publications of the American National Standards Institute (ANSI) or its successor body.

Sec. 16.21 PROHIBITED NOISES

(a) No person shall make, continue or cause to be made or continued...**the emission of sound from any source or sources which, when measured pursuant to the procedure outlined by this subchapter, exceeds 70 decibels.**

Sec. 16.22 NOISE MEASUREMENT STANDARDS AND DETERMINATIONS.

(A) Sound level measurements shall be made with a sound level meter using the A-weighting scale set on low response.

(B) Sound level meters shall be at least Type II meeting the American National Standard Institute (ANSI) S1.4-1971 requirements and shall be operated according to the manufacturer's

standards. Person(s) using the sound level meters shall be trained in sound level measurement and the operation of sound level measurement equipment.

(C) The measurement shall be from any point which is at least 25 lineal feet from the nearest point from which the sound originates, using approved sound measuring equipment. The measurement shall not be made on the private property where the noise is being produced. At the discretion of the enforcing officer, the sound measurement may be taken on the property of the person complaining about the noise.

(D) Sound measurements shall be conducted at the time when the suspect noise or sound is being emitted.

Sec. 16.20 PENALTY

Any violation of this ordinance shall subject the offender to a civil penalty in the amount of \$250 for the first violation, and \$500 for the second violation. Permits will be revoked for the third violation, and the offender will lose the privilege to apply for a permit until the calendar year following the violations.

Sec. 16.20 ENFORCEMENT

The Hyde County Sheriff or designee shall have the authority to order those person(s) determined to be in violation of this subchapter to cease producing the sound in excess of that authorized. Such order shall not affect other enforcement methods available for violation of this subchapter.

Statutory reference:

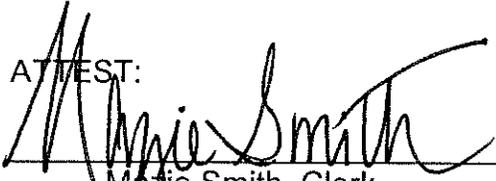
Authority to regulate mass gatherings, see G.S. § 130A-258

Passed and adopted by the Hyde County Board of Commissioners this 20th day of June, 2011.

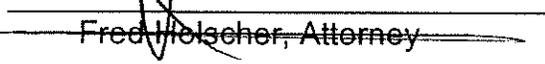


Sharon P. Spencer, Chair
Hyde County Board of Commissioners

ATTEST:



Mazie Smith, Clerk



Fred Wolscher, Attorney

Meeting Minutes

**Board of County Commissioners
Hyde County**

May 21, 2012

Chairwoman Sharon Spencer called the regular meeting of the Hyde County Board of Commissioners to order at 6:00 PM on Monday, May 21, 2012 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, Sharon Spencer and Dick Tunnell; Attorney Chip Edwards; County Manager Mazie Smith; Deputy Clerk to the Board Lois Stotesberry; and, members of the public. The following members were present on Ocracoke: Commissioner Darlene Styron, Deputy Clerk Jamie Carter; and, members of the public. Commissioner Swindell arrived at 6:30 p.m.

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

Agenda:

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

Commissioner Tunnell moved to approve the agenda with deletion of Item 6 – 300th Anniversary Presentation and Item 9 – Public Hearing on Rural Operating Assistance Program; and, addition of Item 13 (1) – Airport Budget Transfer. Mr. Byrd seconded the motion. The motion passed on the following vote:

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

Consideration of Minutes:

Chairwoman Spencer asked for approval of meeting minutes.

Commissioner Byrd moved to approve the May 7, 2012 Commissioners regular meeting minutes and the May 14, 15, 16, 2012 Budget Workshop meeting minutes as presented by the Clerk. Mr. Tunnell seconded the motion. The motion passed on the following vote:

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

Public Comments:

Chairwoman Spencer called for comments from the public.

1 Randy Hignite, President, Hyde County Chamber of Commerce – presented report of services
2 the Chamber provides to Hyde County on the mainland and Ocracoke Island. He also reported
3 that he had placed a call requesting immediate FEMA payment to Hyde County.

4 David Fletcher, Lake Landing – thanked the Board for reinstating the Senior Center budget and
5 recommended offering the Hyde County Jail to Beaufort County.

6 Betty Burleson, BHM Regional Library Board of Trustees – spoke on behalf of Chairman Ed
7 Modlin (who could not attend) and requested a meeting with the Board of Commissioners to
8 discuss funding for the Hyde County Library.

9 Manager Smith reported that per contract requirements the BHM Regional Library fund of
10 \$42,000 will be included in the FY2012-2013 Hyde County Budget.

11 Billy Farrow, Engelhard – expressed concerns about citizens throwing trash in ditches and asked
12 that roadside trash pickup be reinstated. Mr. Farrow is willing to pay for this service.

13 Bob Hayes, Engelhard – concurred with Mr. Farrow.

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

15 Commissioner Swindell arrived at 6:30 p.m.

16 **Special Recognition:**

17 **Employee of the Month**

18 Manager Smith introduced Cindy Carawan, Director of Election and Veteran Affairs Officer, as
19 employee of the month. Ms. Carawan has been employed with Hyde County for eleven years.
20 She always has a smile on her face and is helpful to all.

21 **Presentation:**

22 **Fiscal Year 2012-2013 Budget**

23 Manager Smith presented the proposed FY2012-2013 Hyde County Budget message. She
24 explained how the budget was developed; reflected on FY2011-2012; presented budget drivers
25 and trends; reported anticipated revenues and expenditures; reviewed the Commissioners and
26 Manager's goals; and, discussed plans for the upcoming years. The FY2012-2013 Budget
27 Ordinance and Resolution will be presented for Board approval at the next regularly scheduled
28 Commissioners meeting on June 4, 2012.

29 **Public Hearings:**

30 **Fiscal Year 2012-2013 Budget**

1 Commissioner Spencer recommended the Chamber meet with the Ocracoke Occupancy Tax
2 Board and request funding.

3 Ken Collier, Ponzer – appreciates the Board of Commissioners. He recommends finding ways to
4 designate US Hwy 264 to encourage new businesses.

5 Commissioner Byrd moved to close public hearing on FY2012-2013 Hyde County Budget. Mr.
6 Swindell seconded the motion. The motion passed on the following vote:

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

8 **Proposed Change to Animal Control Ordinance (second reading)**

9 Commissioner Tunnell moved to open public hearing on proposed change to the Hyde County
10 Animal Control Ordinance. Ms. Styron seconded the motion. The motion passed on the
11 following vote:

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

13 Connie Linebach, Ocracoke – asked if the proposed change include dog feces and who will
14 enforce the ordinance.

15 Fred Westervelt, Ocracoke – expressed concerns that individual liberties can be sacrificed with
16 little to no thought.

17 Hugh Watson, Environmental Health Coordinator, reported that this has been a ten year long
18 problem. He stated that manure catchers are not expensive and do not affect the animal.

19 Commissioner Styron stated that the National Park Service (NPS) is also having this problem
20 and will be implementing regulations.

21 Commissioner Swindell moved to close public hearing on proposed change to the Hyde County
22 Animal Control Ordinance. Mr. Byrd seconded the motion. The motion passed on the following
23 vote:

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

25 Commissioner Byrd moved to approve Changes to Chapter 4 of the Hyde County Animal
26 Control Ordinance to include language in Section 4-1, “Definitions”, and in Section 4-8
27 “Animals that are public nuisance” that requires owners of domestic animals to remove feces
28 deposited by his or her animal. For larger animals such as horses, the owner must equip the
29 animal with a manure catcher to immediately prevent manure from soiling property. Ms. Styron
30 seconded the motion. The motion passed on the following vote:

31 Ayes – Byrd, Spencer, Styron and Swindell Nays – Tunnell

1 **Commissioner Styron** – reported that she attended the Ferry Tolls Opposition meeting in
2 Raleigh on May 16 and the FY2012-2013 Budget meetings. She commended department heads
3 and the finance officer for work done on the budget proposal.

4 **Commissioner Byrd** – sated that he also appreciates work done on the budget.

5 **Commissioner Tunnell** – stated that he also commends employees for work done on the budget.
6 He stated things will get better. Mr. Tunnell will be attending Legislative Day in Raleigh on
7 May 30.

8 **Commissioner Swindell** – concurs, there is always someone in worse shape than we are.

9 **Commissioner Spencer** – reported that she has responded to calls from citizens about budget
10 concerns. She stated that the Board has been very receptive to recommendations and taxes will
11 be raised reluctantly. Manager Smith was instructed to balance the budget with no tax increases.
12 Ms. Spencer also appreciates work done by the Finance Officer and staff on the budget
13 presentation. She attended the Ferry Toll Opposition meeting in Raleigh on May 16 where she
14 was seated in the Senate Gallery. Ms. Spencer reported that the NC Senate opens with prayer
15 every time they meet. She reported that the ferry toll fight is not over. It was tabled by Senator
16 Stan White and Representative Tim Spears until June, 2013.

17 **County Manager's Report:**

18 Manager Smith thanked the Board its work on the budget. Cuts were hard to make but they will
19 put us on sound footing for a bright future. She attended the 75th British Cemetery Anniversary
20 on Ocracoke and stated that she is proud to be an American. Ms. Smith also stated that things
21 are going to get better.

22 **Closed Session** (none)

23 **Supplemental Information:**

24 **Department Reports**

25 Finance – FEMA Report
26 Animal Control
27 Health Department
28 Inspections/Code Enforcement
29

30 **Meeting Calendar**

31
32 **May, 2012**

33 05-28-2012 Memorial Day Holiday (County offices closed)
34
35



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 4

Meeting Date: 06.04.12

Presenter(s): Citizens

Title:

Agency/Dept.:

Item Title: Public Comments

Attachments: Yes

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

Times Read:

Impact on Budget:

Recommendation: Listen for understanding

MOTION MADE BY:

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

MOTION SECONDED BY:

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

Vote:

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

Aye

Nay



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 5

Meeting Date: 06.04.12

Presenter(s): Beverly Paul

Title: Director

Agency/Dept.: Hyde County Transit

Item Title: FY 13 Rural Operating Assistance Program Public Hearing

Attachments: Yes

Description: FY 12-13 ROAP Funding for Public Transportation Assistance Grant Resolution/Allocations

Times Read: First

Impact on Budget: None

Recommendation: Listen for understanding

MOTION MADE BY:

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

MOTION SECONDED BY:

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

Vote:

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

Aye

Nay



HYDE COUNTY

NORTH CAROLINA

Item Number: 6

Meeting Date: 06.04.12

Presenter(s): Mazie Smith

Title: Manager

Agency/Dept.: County of Hyde

Item Title: Swearing in of Deputy Tax Administrator

Attachments: No

Description: As per Board Action taken on May 21st, 2012, Sue Gurganus will be sworn in as Deputy Tax Administrator for Hyde County.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Approve

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



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 7

Meeting Date: 06.04.12

Presenter(s): Mazie Smith

Title: Manager

Agency/Dept.: County of Hyde

Item Title: Authority to reconcile department budgets for year-end closeout

Attachments: No

Description: Budget revisions will need to be approved by the County Manager, in accordance with the FY 2011-2012 Budget Ordinance, to reconcile department accounts prior to year-end closeout. Commissioner approval will authorize the County Manager to transfer appropriations within a fund as contained herein under the following conditions:

- a) She may transfer amounts between objects of expenditure within a department except salary amounts, without limitations
- b) She may transfer amounts up to \$10,000 between departments of the same fund with an official report of such transfers to be made available for approval at the next meeting of the Board.
- c) She may not transfer any amounts between funds nor from contingency within any fund
- d) She will assign legal costs to departments based on the legal issue for which the costs were created.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Approve

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



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 8

Meeting Date: 06.04.12

Presenter(s): Anson Byrd

Title: Commissioner

Agency/Dept.: Fairfield Township

Item Title: Fox Trapping Regulations

Attachments: Yes

Description: Commissioner Byrd will lead a discussion on the regulations that govern fox trapping in Hyde County.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Listen for understanding, ask questions

MOTION MADE BY:

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

MOTION SECONDED BY:

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

Vote:

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

Aye

Nay

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2011

H

D

BILL DRAFT 2011-LL-200 [v.3] (05/23)

(THIS IS A DRAFT AND IS NOT READY FOR INTRODUCTION)

5/26/2012 3:04:23 PM

Short Title: Hyde County Fox Trapping. (Local)

Sponsors: Representative Spear.

Referred to:

1 A BILL TO BE ENTITLED
2 AN ACT TO AMEND THE SEASON FOR THE TAKING OF FOXES BY TRAPPING IN
3 HYDE COUNTY.
4 The General Assembly of North Carolina enacts:
5 SECTION 1. Section 1 of S.L. 1997-132 reads as rewritten:
6 "Section 1. Notwithstanding any other provision of law, there is an open season for the
7 trapping of foxes from ~~the day after the close of gun deer season until February 28~~ December 1
8 through the last day of February of each year."
9 SECTION 2. Section 2 of Chapter 229 of the 1989 Session Laws is repealed.
10 SECTION 3. This act applies only to Hyde County.
11 SECTION 4. This act becomes effective October 1, 2012.



* 2 0 1 1 - L L - 2 0 0 - V - 3 *

FW: Hyde County Fox Trapping

Friday, June 01, 2012

4:11 PM

Subject	FW: Hyde County Fox Trapping
From	Megan Shaw
To	msmith@hydecourtync.gov; lstotesberry@hydecourtync.gov
Cc	'Sharon Spencer'
Sent	Friday, June 01, 2012 1:55 PM
Attachments	 2011-LL-200

This is what I got from Rep. Spear about fox trapping.

From: Rep. Tim Spear [mailto:Tim.Spear@ncleg.net]
Subject: FW: Hyde County Fox Trapping

Megan,

Proposed legislation attached and also findings from Sean Dail, legislative staff, as it relates to current law in Hyde. As you can see from this research by staff it appears there are two separate fox laws on the books now for Hyde Co. My new bill would repeal the 1989 law and modify the 1997 law to run from Dec. 1 to last day of February, with all the other language as is.

Starting trapping Dec 1st, as previously requested by the county, may encounter some opposition from dog hunters as they will have their dogs in the woods during this time. It may be best to leave the start date at January 2 as is the current law to avoid any potential conflicts.

Based upon the bill passed in 1997, I'm not sure the county should request any changes but I will introduce whatever the county requests. I have filed the Hyde Co. trapping bill simply to meet the legislative deadline for introduction of local bills. If the county chooses not to proceed it is not a problem.

Please let me know how the county decides to proceed.

Best regards,

Tim Spear

From: Sean Dail (Bill Drafting)
Sent: Saturday, May 26, 2012 03:47 PM
To: Rep. Tim Spear
Subject: Hyde County Fox Trapping

Rep. Spear,

Attached is the draft you requested to establish a fox trapping season in Hyde County from Dec. 1 through the last day of February.

My research indicates that Hyde County already has two overlapping fox trapping seasons:

- (1) Section 2 of Chapter 229 of the 1989 Session Laws established a fox trapping season from January 2 through the last day of February. There is an aggregate bag limit of 20 in combination with a fox hunting season established in the same act.
- (2) Section 1 of S.L. 1997-132 established a fox trapping season in both Hyde and Beaufort Counties from the day after the close of gun season until February 28. There is no bag limit on this season and tags are not required. It requires that connibear traps be checked every 72 hours and allows steel-jaw or leghold traps with chains of up to 18 inches. While the original act had a sunset of June 1, 1999, that was later extended and then removed by S.L. 2001-19.

My suggestion – and what the attached bill does - would be to repeal the season established in 1989 and to amend the season established in 1997 as it applies to Hyde County to run from December 1 through the last day of February. But I'm sure you will want to check with your local folks and/or the Wildlife Commission.

The filing deadline on this bill is Wednesday at 4 pm. Please let me know if you have questions or changes to the draft, or if you would like to have a bill prepared for introduction.

Thanks.

Sean



Hyde County Board of Commissioners AGENDA ITEM SUMMARY SHEET

Item Number: 9

Date: 6.4.2012

Title: Technical Service and Grant Administration Contract with Eastern Carolina Council

Sponsor: Kris Noble **Title:** Grant Administrator

Agency/Dept.: Office of Economic Development and Planning

Description: The attached Technical Service and Grant Administration Contract is between the Eastern Carolina Council (ECC) and Hyde County and states that the ECC will provide administrative and planning services for the CDBG-NC Tomorrow Grant on behalf of Hyde County for a total award amount of \$50,000. Formal procurement is not required for the contract considering the ECC is a Council of Government (see attached letter to Miller/Spencer for specific language on exclusion). Hyde County will bill the ECC for all grant related activities including time and mileage and will receive that portion of these funds as revenue.

Attachments: Yes - Technical Service and Grant Administration Contract with the Eastern Carolina Council and letter to Community Investment and Assistance from BOC Chair.

Reading number: First

Impact on Budget: Does not increase the budget

RECOMMENDATION: Authorize Board Chair to sign Technical Service and Grant Administration Contract and letter to Vickie Miller.

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>VOTE:</u>	<u>Aye</u>	<u>Nay</u>
_____ Byrd	_____ Byrd	Byrd	_____	_____
_____ Spencer	_____ Spencer	Spencer	_____	_____
_____ Styron	_____ Styron	Styron	_____	_____
_____ Swindell	_____ Swindell	Swindell	_____	_____
_____ Tunnell	_____ Tunnell	Tunnell	_____	_____

CDBG NC Tomorrow Program

**EASTERN CAROLINA COUNCIL
Technical Service and Grant Administration Contract**

THIS AGREEMENT, made this _____ day of _____, 2012 by and between the Eastern Carolina Council (hereinafter called the "Council") and Hyde County, (hereinafter called the "County").

WITNESSETH

WHEREAS, the Council operates to provide planning and technical assistance to local governments in Region P and other regions as requested; and

WHEREAS, Hyde County is the recipient of a 2011 NC Tomorrow Program, Community Development Block Grant (CDBG) #11-C-2275, and in collaboration with the Albemarle Commission has requested the assistance of the Council in the provision of technical services and in administration of the grant.

NOW, THEREFORE, the Council and the County mutually agree to the following:

1. **Employment and Scope of Work**

The County hereby agrees to engage the Council and the Council agrees to perform in a satisfactory and proper manner the work as described in the detailed "Scope of Services" set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

2. **Length of Contract**

The work of the Council shall commence on **March 19, 2012** and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond **June 19, 2014**.

3. **Assignability**

These parties hereby agree that they may not assign their obligations under this Agreement without written permission of the other party. The Council shall not assign any interest in this Contract, and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the County, or unless specifically contained in the Scope of Work attached hereto.

4. **Compensation and Method of Payment**

The County will pay the Council for the services provided hereunder, at the Council's cost of work provided to the County by Council staff, plus associated travel costs and expenses directly related to the project. The Council will assign personnel to the project in such a way as to minimize costs while ensuring a quality product.

For financial planning purposes, the estimated maximum cost of this contract is **\$5,000** for the administration and **\$45,000** for the planning of the CDBG NC Tomorrow grant funds. If circumstances beyond the Council's control should cause the total cost of completing the scope of services to exceed \$5,000 for administration and \$45,000 for planning, then the County and the

Council will negotiate a mutually acceptable revised maximum cost.

The Council will issue an invoice to the County each month detailing the Council's cost of work performed and associated travel costs for the prior month. The County will issue a check to the Council upon receipt of the monthly invoice.

5. **Termination of Contract for Cause**

If, for any cause, the Council shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Council shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall, thereupon, have the right to terminate this Contract by giving written notice to the Council of such termination fifteen days before such effective date. During the fifteen-day notification period, the Council shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Council shall be entitled to receive just and equitable compensation for all satisfactory work completed.

6. **Changes**

The County may from time to time request changes in the scope of work or services to be performed by the Council hereunder. Such changes, including any increases or decreases in the Council's compensation, which are mutually agreed upon by and between the County and Council, shall be incorporated as written amendments to the Contract.

7. **Records**

The Council shall maintain financial records pertaining to this Contract for five years after final settlement of the Contract or until cleared by audit.

8. **Access to Records**

The Council shall have access to appropriate records on file at the County, which are necessary for Council staff to fulfill the terms of this Contract.

9. **Interest of Contractor**

The Council covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Council further covenants that in the performance of this contract no person having any such interest shall knowingly be employed.

10. **Findings Confidential**

Any reports, information, data, etc., given to or prepared or assembled by the Council under this contract which the County requests to be kept confidential shall not be made available to any individual or organization other than the County, unless the Council is required by law to make said item or items available.

11. **Complete Agreement**

This Contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

12. **Applicable Laws**

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina, and with federal laws and regulations required by the North Carolina Department of Commerce Small Cities CDBG 2011 NC Tomorrow Program cited herein.

13. **Warranties**

Council hereby explicitly warrants that it has the resources necessary to perform or supply as promised under this Agreement and that this warranty extends beyond the termination of this Agreement as follows:

14. **Disclaimers and Waivers**

This Agreement is to be regarded as an agreement for the purposes described in the “Whereas” clauses and provisions herein. It is the responsibility of each party to seek independent professional advice, to review, and to negotiate any changes prior to execution of this Agreement. The Council hereby disclaims the use of any contract interpretation principles against it as the drafter of this Agreement, and the County hereby waives any and all use of said principles in any dispute or action based on the terms of this Agreement.

15. **Merger**

The parties agree that this Agreement constitutes the entire agreement of the parties.

16. **Lobbying Clauses**

Required by Section 1352, Title 31, U.S. Code

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- c. This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

17. **Conflict of Interest**

Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

18. **Legal Remedies Provision**

As stated in 24 CFR Part 85.36

Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract term, and provide for such sanctions and penalties as may be appropriate.

Examples of legal remedies could be liquidated damages, consequential damages, arbitration and others not listed.

19. **Termination Provisions**

As stated in 24 CFR Part 85.36

All contracts in excess of \$10, 000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for defaults as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

20. **Nondiscrimination Clause-
Section 109, Housing and Community Development Act of 1974**

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

21. **Age Discrimination Act of 1975, as Amended
Nondiscrimination on the Basis of Age**

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

22. **Section 504 of the Rehabilitation Act of 1973, as Amended-
Nondiscrimination on the Basis of Handicap**

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

23. **Copeland “Anti-Kickback” Act Provision**

As stated in 24 CFR Part 85.36:

All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, part 3). This Act provides that each Council or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.

This material is presented in form HUD-4010 and in the labor Standards Handbook 1344.1 Rev. 1.

24. **Access to Records and Record Retainage**

In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out in compliance with 4 NCAC 19L Rule .0911, Record keeping.

The North Carolina Department of Commerce, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

25. **Clean Water, Clean Air, E. O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts**

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1957 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at CFR Part 15, as amended from time to time.

The Council and any of its sub-contractors for work funded under this Agreement, which is in excess of \$100,000, agree to the following requirements:

- a. A stipulation by the Council or sub-contractors that any facility to be utilized in the performance of any nonexempt contract or sub-contractors is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b. Agreement by the Council to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- c. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
- d. Agreement by the Council that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in very nonexempt subcontract and requiring that the Council will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113 (c) (1) of the Clean Air Act or Section 309 (c) of the Federal Water Pollution Control Act.

26. **Indemnification**

- a. To the extent allowed by law, the Council agrees to indemnify, hold harmless and defend the County as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Council or its employees or agents in performing or failing to perform any of its obligations under this Agreement.
- b. To the extent allowed by law, the County agrees to indemnify, hold harmless and defend the Council as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the County or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

27. **Binding Agreement**

The parties agree that this Agreement is binding on their heirs, assigns, transferees, or successors in obligation or interest, except that, to the extent that performance requires the qualifications set forth above, and if the heirs, assigns, transferees, or successors do not possess such qualifications, then specific performance shall not be required, however all other remedies shall remain in full force and effect.

28. **Choice of Law**

The laws of the State of North Carolina shall apply to this Agreement.

29. **Modification of Agreement**

This Agreement may only be modified in writing and signed by all parties.

30. **Separable Provision**

Should any provision of this Agreement be held to be unenforceable for any reason, then the remaining provisions shall have full force and effect.

31. **Default**

If a party substantially fails to perform under this Agreement, then that party is deemed to be in default and breach.

32. **Remedies**

The non-breaching, non-defaulting party is entitled to receive any and all remedies available at law and equity. In addition, the parties explicitly agree and waive any rights to argue against the same, that the non-breaching, non-defaulting party shall receive all costs, expenses, and attorneys' fees associated in enforceable its/his/her rights under this Agreement.

33. **Notices**

All notices to the County shall be sent to:

Ms. Kris Noble, Grants Administrator
Address: Hyde County, P.O. Box 188, Swan Quarter, NC 27885

All notices to Council shall be sent to:

Mr. Larry Moolenaar, Executive Director
Address: Eastern Carolina Council, P.O. Box 1717, New Bern, NC 28560

34. **Designated Agents**

The designated agent for contact and all matters related to this Agreement for the County is:

Ms. Kris Noble, Grants Administrator
Address: Hyde County, P.O. Box 188, Swan Quarter, NC 27885
Phone: (252) 926-4474

The designated agent for contact and all matters related to this Agreement for Land-of-Sky Regional Council is:

Mr. Larry Moolenaar, Executive Director
Address: Eastern Carolina Council, P.O. Box 1717, New Bern, NC 28560
Phone: (252) 638-3185, Ext. 3004

35. **Safety**

The parties hereby acknowledge that safety issues are of key importance to the County and therefore Council agrees to comply with all applicable safety policies and procedures of the County, as well as those that are standard in the industry or service that is the subject of this Agreement, and Council hereby agrees to fully indemnify the County and hold it harmless for any claims, liabilities, debts, or causes of action arising from Council's actions or inactions that are outside of the scope of this limited authority.

36. **Time is of the Essence**

The parties hereby acknowledge and agree that time is of the essence with respect to the duties and obligations of Council in this Agreement and Council hereby explicitly waives any claim or legal or equitable argument that time is not of the essence with respect to such duties and obligations.

37. **Headings**

Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

38. **Information**

Any and all work product from services, information, and reporting materials by Council during this engagement relative to the duties under this Agreement shall be the exclusive property of the County; and Council hereby assigns all right, title, and interest in the same to the County. Upon the expiration or earlier termination of this Agreement, or whenever requested by the County, Council shall immediately deliver to the County all such files, records, documents, specifications, information, and other items in its/her/his possession or control.

39. **Additional Confidentiality**

In addition to the herein concerning confidentiality, the parties acknowledge and agree that the very nature of an independent contracting relationship exposes the County to an even greater risk of improper disclosure of confidential information. Therefore, Council agrees not only not to disclose any of this information, but to take all measures necessary to insure that an inadvertent disclosure of such information is not possible.

40. **Conflict of Interest/Non-hire Provision**

Council represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between Council and any third party.

41. **Entire Agreement**

This is the entire agreement between the parties and there are no terms, conditions, representations or warranties relating to the work to be performed hereunder which are not specifically set forth herein.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written.

Hyde County

Eastern Carolina Council

By: _____

By: _____

Title: Chairman _____

Title: Executive Director _____

Attest: _____

Attest: _____

CDBG NC Tomorrow Program

EXHIBIT A SCOPE OF SERVICES

Technical Services and Grant Administration

The Council will assist Hyde County in complying with the terms and conditions of the 2011 CDBG Small Cities NC Tomorrow Program required by the U.S. Dept. of Housing and Urban Development (HUD) and the North Carolina Division of Community Investment and Assistance. The Scope of Services is further detailed below.

The Eastern Carolina Council will be responsible for:

ITEM

1. Assisting in the completion of the Environmental Assessment including questionnaire for NC SEPA and Format II for NEPA, the related publication notice and request for release of funds;
2. Assisting Hyde County in developing and revising as needed:
 - a) Citizen Participation Plan
 - b) Financial Management Plan
 - c) Equal Opportunity and Procurement Plan
 - d) Section 3 Plan
 - e) Anti-Displacement Plan;
3. Assisting Hyde County in developing and maintaining a Fair Housing Plan;
4. Assisting Hyde County in the preparation and/or revision of the Section 504, and ADA Survey and Transition Plan;
5. Completing the solicitation of and qualifying contractors;
6. Soliciting and reporting on use of minority, female and local contractors and workers;
7. Reporting on benefits, construction activities and financial transactions;
8. Completing the pre-construction conferences with contractors ;
9. Complete the monitoring of site work; reviewing and approving change orders in coordination with the County;
10. Reviewing and approving contractors' requests for payments in coordination with the County;
11. Assisting in resolving and responding to citizens' complaints, concerns and questions;

12. Assisting Hyde County Staff in meeting NC Division of Community Assistance in:
 - a. Contact for questions/procedures
 - b. Interpretation of regulations and bulletins
 - c. Preparation for monitoring visits and responding to findings
 - d. Preparation of required reports, financial reports in conjunction with County's financial staff, including annual report;
13. Prepare annual performance reports for Hyde County review and submission;
14. Prepare grant closeout documents and closeout procedure for Hyde County review and submission.
15. Prepare NC Tomorrow Certified Economic Development Plan

Hyde County will be responsible for:

1. Resolve and responding to citizens' complaints, concerns, and questions;
2. Assisting Project Administrator, as needed.
3. Manage Financial requisition, reporting and audit requirements;
4. Completing Request for Funds reports from the N.C. Division of Community Assistance;
5. Arranging for annual audit and final audit;

COUNTY OF HYDE

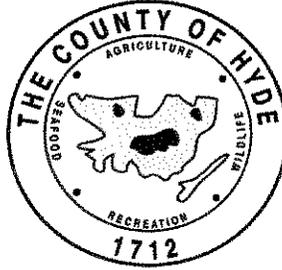
Board of Commissioners

Sharon Spencer, Chair
Anson Byrd, Vice-chair
Darlene Styron
Barry Swindell
Dick Tunnell

30 Oyster Creek Road
PO Box 188
SWAN QUARTER, NORTH CAROLINA 27885
252-926-4400
252-926-3701 Fax

Mazie Swindell Smith
County Manager

Fred Holscher
County Attorney



June 4, 2012

Ms. Vickie Miller
NC Department of Commerce
Community Investment and Assistance
4313 Mail Service Center
Raleigh, NC 27699-4313

RE: Hyde County CDBG NC Tomorrow

Dear Ms. Miller:

In compliance with NC Department of Commerce, Community Investment and Assistance Project Administration requirements, Hyde County would like to provide the following. Hyde County is committed to follow all program guidelines including Financial Management Section II,D,3,d., which states:

Governmental agencies, such as Councils of Government, Housing Authorities, and other general purpose local governments, may be contracted for general administration and/or design services and/or rehabilitation specialist services on a noncompetitive basis provided that their contract identify: 1. A specific scope of work; 2. Responsibilities of all contracting parties; 3. A "not to exceed amount", 4. Billing Stipulations on a cost reimbursement basis; and 5. Provisions for oversight by the Chief administrator of the locality.

At this time, Hyde County can confirm that the NC Tomorrow Grant will be administered by the Albemarle Commission, and as a North Carolina Council of Government, the Albemarle Commission meets Financial Management Section II,D,3,d. requirement and the indentified grant administration staff meet or exceed program qualifications.

Sincerely,

Sharon P. Spencer, Chairman
Hyde County Board of Commissioners

Cc: Bert Banks, Albemarle Commission