



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 09.04.12

Presenter(s): Ed Modlin, Chairman, BHM Regional Library Board
Susan Benning, Director, BHM Regional Library System

Agency/Dept.: Beaufort-Hyde Martin Regional Library

Item Title: Discussion of Library Martin

Attachments: Yes

Description: During FY 2012-2013 Budget deliberations, the Commissioners discussed at length whether the county could afford to remain a member of the Beaufort-Hyde-Martin Regional Library System. There were also many questions asked about how funds budgeted to BHM are specifically used in Hyde County. Mr. Modlin and Ms. Benning will present information that should address these concerns. The Board should note that in order to withdraw from the system, notice must be given to the other participating counties by no later than December 31st of the year prior to withdrawal. This would mean that notice would have to given by December 31st, 2012 in order not to participate in the program in Fiscal Year 2012-2013.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Question for understanding, decide on future relationship with library system

| <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 | ____ | ____ |

B H M Regional Library

Old Court House
158 North Market Street
Washington, North Carolina 27889
Phone 252/946-6401 • Fax 252/946-0352

July 31, 2012

RECEIVED AUG 01 2012

Mazie Swindell Smith
Hyde County Manager
Hyde County Courthouse
P. O. Box 188
Swan Quarter, NC 27885

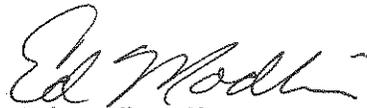
Dear Mazie:

RE: Fiscal year 2012-2013 request

Our finance officer, Hilda Lane, has closed the 2011-2012 fiscal year and prepared for the audit. During the fiscal year, the libraries in Ocracoke and Mattamuskeet experienced a change in librarians. Part-time employees were asked to continue service to the public until a new librarian was hired. Therefore some salaries originally budgeted in the 2011-2012 were not spent. The Regional Library Board is offering to change our request to Hyde County for the fiscal year 2012-2013 from \$42,000 to \$37,000. This reduced request is a singular deviation from the normal Hyde County budget request for this new fiscal year.

We are fully cognizant of the tight financial situation in Hyde County following the damages caused by Hurricane Irene. It is our hope that we can work together and in the spirit of cooperation, help Hyde County residents together. I hope the Beaufort Hyde Martin Regional Library can continue to serve the citizens in Hyde County with all of their book, information and computer needs for many years to come.

Sincerely,



Ed Modlin, Chairman
BHM Regional Library Board

NORTH CAROLINA
BEAUFORT COUNTY

AGREEMENT

The Boards of County Commissioners of Beaufort, Hyde, and Martin Counties pursuant to G.S. 153A-270 and G.S. 160A-464 hereby enter into this Agreement for the joint operation of the BHM Regional Library, Inc., a multi-county library system, (herein referred to as "the BHM") to provide public library service to the residents of said counties by unifying the administration of the participating libraries, providing professional library specialists, cooperating in the selection of books and other materials and crossing county lines for the benefit of all.

This Agreement shall be deemed to be in effect as of July 1, 1995 after each participating local unit of government has ratified it by resolution spread upon its minutes and for at least two years and thereafter until terminated as set forth later in this Agreement.

The BHM, headquartered at Washington in Beaufort County will operate as follows:

A. Municipalities within a county participating in this Agreement may contract with the BHM for the operation of their public libraries under financial terms mutually agreed to by the BHM Board of Trustees approved by the County Board of Commissioners and the municipal governing body.

B. The BHM system will be governed by a library board of trustees. Members of the BHM Board shall be appointed by each Board of County Commissioners pursuant to the provisions of the Amended and Restated Charter and Bylaws of the BHM.

C. The Boards of County commissioners hereby delegate to the BHM Board of Trustees the following powers and duties:

- 1) to adopt such bylaws, rules and regulations for its own guidance and for the government of the library as may be necessary and in conformity with law;
- 2) to elect a chairman, vice-chairman and such other officers as it shall deem necessary;
- 3) to appoint a properly qualified Regional Director of library services and authorize the Director to appoint assistant librarians and other employees, and to remove such librarians or employees. It is understood that the Director will seek advice from local trustees and officials in appointing personnel. All library personnel will be under the administration of the Regional Library Director;
- 4) to designate a budget and finance officer to serve as prescribed by G.S. 159 Article 3 Local Budget and Fiscal Control Act.
- 5) to adopt an annual budget for the Regional Library system in line with the needs of each unit, the library as a whole, and the grants anticipated from the State Aid to Public Libraries Fund and other local, state and federal sources, and to present such budgets for approval and to be included in the budget of the participating local

- governmental units;
- 6) to make recommendations to the Boards of Commissioners of the counties concerning the construction and improvement of physical facilities of the libraries in the region;
 - 7) to report quarterly to the participating local governmental units and to report annually to the State Library as required by G.S. 125-5.

D. All moneys from both State and local governmental units will be paid into the BHM as a "Public authority" (G.S. 159-7.b10) which will comply with the provisions of the Local Government Finance Act (G.S. 159).

E. Each community which wishes a local library affiliated with the BHM Regional Library will be responsible for the provision of an adequate library building, including heat, utilities, maintenance or rent, and a telephone. County and/or municipal funds will be expended on salaries and employer share of benefits for personnel working exclusively in the county, and for materials or equipment exclusively for that county. Municipal funds will be spent for expenses directly related to the support of the library in that municipality. A portion of appropriated county funds will also be expended on such administrative and materials expenses as serve the Region as a whole (e.g. property and liability insurance, vehicles, accounting software and equipment, etc.).

The BHM Regional Library Board will determine whether a local community has met this obligation and whether the demand and the available resources are sufficient to operate such a permanent facility within the BHM system.

F. All State funds will be used for salaries and benefits of employees serving the whole region; for books, films, and other materials; for telephone service; and any other region wide service, in compliance with G.S. 125-7 and N.C. Administrative Code, Chapter 2, Subchapter 2A-Sect.0304. The Regional Finance officer will account for all expenditures by source of funds.

G. It is further agreed that all real property will be acquired and owned by the appropriate unit of local government. If the BHM offices are provided by one of the member libraries, the benefits of the proximity of the Regional staff shall be deemed proper compensation. The cost of utilities may be shared between local and regional sources of income. If the Regional offices are separate from any library, rent is a proper shared expense for the Region.

H. All other property: books, films, vehicles, projectors and other property purchased with State or Federal funds or shared local funds shall be owned by the BHM. If one county should withdraw, it forfeits any rights to joint property. If the Agreement is terminated, the joint property shall be divided equally or sold. If sold, receipts may be divided equally among the counties or on a pro-rata basis, according to the participation of each unit of government in the purchase of said items.

I. This Agreement may be amended to change or modify provisions or add new counties by resolution of each Board of County Commissioners and recorded in its minutes. The amendment shall be in effect after the last county has approved it, or at the time specified in the amendment. Copies of this contract and future adopted amendments should be sent to the Division of State Library (N.C. Admin. Code Chapter 2, Subchapter 2A, Section. 0300). Requests for amendment may come from either a Board of County Commissioners or from the BHM Board of Trustees.

J. If any county, or counties, participating in the Regional Library system wishes to withdraw from the Region, it must give written notice to the other counties not later than December 31st, that it wishes to terminate the Agreement and withdraw from the Region on June 30th of the following year.

K. If the withdrawal does not result in the dissolution of the Regional Library system, the withdrawing county will forfeit all rights to joint property of the Region. However, the BHM Board may decide to give the withdrawing library a portion of books and other materials when the loss of these materials to the Region will not impoverish the collection. The Regional Director's opinion shall be used to determine which materials can be spared.

L. If the withdrawal results in dissolution of the Regional Library system, the books, and other materials, purchased jointly by the Region shall be divided equally among the counties. All other property (vehicles, equipment) shall be sold by sealed bids taken and the proceeds equally divided among the counties.

Signed and sealed this 8th day of March, 1995.

Beaufort County

By: Frank B...

Attest:

Sharon C. Sudek

Hyde County

By: David B. St...

Attest:

Ernie M. B...

Martin County

By: W. Paul C...

Attest:

Ramon T. Revilla



Hyde County Board of Commissioners AGENDA ITEM SUMMARY SHEET

Date: 9.4.2012

Title: Historic Courthouse lease

Sponsor: Kris Noble **Title:** Planning Director

Agency/Dept.: Office of Economic Development and Planning

Description: The County of Hyde and Friends of the Historic Courthouse are negotiating terms on the lease of the first floor of the Historic Courthouse. Attached please find 1) original proposed draft lease from the Office of ED & P which was used as a starting point for negotiations, 2) the lease as requested and revised by the Friends, and 3) email correspondence with the County Attorney in regard to the needed changes in the lease agreement. Matters of discussion include: 1) lease term 2) responsibility for repairs 3) Hazard and Liability Insurance 4) Exterior Landscaping of Property 5) utility costs being reimburseable or full responsibility of Friends 6) 1st right of refusal on 2nd and 3rd floors if ever restored and offered for lease.

Attachments: 1) Draft lease from Office of ED & P, 2) Draft lease from Friends 3) Email coorespondence from County Attorney

Reading number: First

Impact on Budget: Does not increase the budget.

RECOMMENDATION: Discuss terms of the lease agreement and advise County Attorney to modify proposed draft lease with Board's recommendations.

| <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 | _____ | _____ |

State of North Carolina
County of Hyde

LEASE

THIS LEASE, made and entered into this the ___ day of _____, 2012, by and between the COUNTY OF HYDE, a body corporate and politic of the State of North Carolina, party of the first part, and hereinafter as may be referred to as LESSOR, and FRIENDS OF HYDE COUNTY'S HISTORIC 1854 COURTHOUSE, a non-profit organization duly incorporated under the laws of the State of North Carolina, party of the second part, and hereinafter as may be referred to as LESSEE.

WITNESSETH:

Whereas LESSOR owns certain real property as described in Exhibit A, that subject to the provisions of Chapter 160A, Section 272 of the General Statutes of North Carolina and such terms and conditions hereinafter set forth, LESSOR does hereby accept the party of the second part as LESSEE of a certain portion of said real property with improvements, more fully described as follows:

A portion of said real property commonly known as the Hyde County Historic Courthouse and being more specifically the first floor of said building along with such of the curtilage as is necessary for ingress and egress of the leased area; however, such curtilage shall not be exclusive to the LESSEE but shall be subject to the use and enjoyment of the general public.

NOW, THEREFORE, in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration and the provisions contained herein, the COUNTY OF HYDE does hereby lease and let unto the FRIENDS OF HYDE COUNTY'S HISTORIC 1854 COURTHOUSE, the property above described upon the following terms and conditions:

1. This lease shall begin as of the 1st day of October, 2012, and shall exist and continue for a period of one (1) years ending the 31st day of September, 2013. The parties hereto agree that sixty (60) days prior to the end of said lease, they will negotiate in good faith to extend this lease in one year increments up to and including four (4) additional years. The renegotiation shall take place during this time period at the end of each year.
2. The consideration to be paid by LESSEE for said premises shall be the sum of Ten Dollars per year payable on or before the date of this Lease, and thereafter annually on or before the same day of each successive calendar year for which the lease may be valid, and is conditioned upon said premises being utilized by LESSEE primarily for non-profit activities under the sponsorship of LESSEE and conditioned upon LESSEE offering the restroom facilities of the leased area to the general public on a set and agreed upon schedule as set forth in Exhibit B; it is further stipulated that LESSEE reserves the

right to assign or sublet portions of said premises without consent of the party of the first part;

3. LESSOR represents to LESSEE that premises are currently in compliance with the State Building Code and the NC Historic Preservation requirements as well as requirements set forth in the Americans with Disabilities Act and any other applicable law or statute; LESSEE agrees to accept said leased premises in its present condition and LESSEE agrees during the term of this Lease to make any and all exterior (including roof, HVAC System, etc.) and interior repairs as may be necessary to maintain said leased premises in its present condition and to make said leased premises safe, useable and in compliance with NC State Building Code and the NC Historic Preservation requirements.

4. LESSEE agrees to maintain hazard insurance coverage on the building containing the leased space. LESSEE agrees to have the LESSOR named as loss payee under this insurance policy and will direct the insurance carrier to notify LESSOR of any lapse in coverage. LESSEE agrees to affect immediate repairs to any portion of the building as may be necessary to safeguard the structural and environmental integrity of the leased space; LESSEE agrees to maintain liability insurance coverage on the leased space; should LESSEE cause damage to any portion of the leased space, LESSEE agrees to be responsible for the repair of such damage.

5. LESSEE agrees to install and maintain appropriate landscaping immediately surrounding the facility and to mow, trim and maintain weekly to present a pleasing appearance for the facility.

6. LESSEE agrees to pay all utility costs attributable to the leased space directly, but limited to, water, sewer, and electricity.

7. LESSEE may at any time during the term of the Lease make non-structural and/or cosmetic alterations to said premises provided that, at the end of this Lease, if requested by LESSOR, such alteration shall be returned to its pre-lease condition by LESSEE; such non-structural alterations may include, but are not limited to, re-keying of interior doors, erection of signage in the curtilage, and painting of mural artwork on stucco exterior surfaces; any structural alteration, be it removal or addition, shall be subject to approval in writing by LESSOR.

8. It is further understood and agreed that failure on the part of either party to comply with THE TERMS AND CONDITIONS of this Lease as set forth above shall constitute grounds for termination of this Lease and, at the option of either party, such notice of intent to terminate shall be delivered in writing thirty (30) days in advance of the intended effective date of termination.

9. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, and addressed as follows:

If to LESSOR, to County of Hyde, PO Box 188, Swan Quarter, NC 27885;

If to LESSEE, to Friends of Hyde Countys Historic 1854 Courthouse, PO Box 54, Swan Quarter, NC, 27885.

10. In the event the LEESEE shall hold over after the expiration of this Lease, LESSEE shall become a tenant-at-will and LESSOR reserves the right to reclaim physical control of the property at any time upon thirty (30) days written notice being delivered to LESSEE.

IN WITNESS WHEREOF, THE COUNTY OF HYDE has caused this Lease to be signed in its name by its Chairman and attested by its Clerk and its seal to be hereunto affixed, and FRIENDS OF HYDE COUNTYS HISTORIC 1854 COURTHOUSE has caused this Lease to be signed in its name by its Chairman and attested by its Secretary and its seal to be hereunto affixed, pursuant to Resolution heretofore adopted by memberships of each party, this the day and year first above written.

FRIENDS OF HYDE COUNTYS
HISTORIC 1854 COURTHOUSE

(SEAL)

BY: _____
Patrick M. Spencer, Chairman

ATTEST: _____
Judy H. McLawhom, Secretary

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, _____, a Notary Public for said County and State, do hereby certify that _____, personally appeared before me this day of being by me duly sworn, acknowledge that he/she is Secretary of the FRIENDS OF HYDE COUNTYS HISTORIC 1854 COURTHOUSE, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself/herself as Secretary

WITNESS my hand and Notarial Seal this ___ day of _____, 2012

NOTARY PUBLIC

My Commission expires: _____

COUNTY OF HYDE

(SEAL)

BY: _____
Sharon Spencer, Chairperson

ATTEST: _____
Lois Stotesberry, Clerk

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, _____, a Notary Public for said County and State, do hereby certify that _____, personally appeared before me this day of being by me duly sworn, acknowledge that he/she is Clerk to the Board of the County of Hyde, a political subdivision, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself/herself as its Clerk

WITNESS my hand and Notarial Seal this ___ day of _____, 2012

NOTARY PUBLIC

My Commission expires: _____

EXHIBIT A

[full description of building as legally recorded]

EXHIBIT B

LESSEE agrees as conditioned by the attached lease, that within 3 months of the inception of this lease, and to the purpose of promoting travel and tourism within the village of Swan Quarter, LESSEE shall cause to be offered to the general public the restroom facilities located within the leased area on the following agreed upon schedule:

Year round

Monday through Saturday 8 a.m. to 5 p.m.

LESSEE may designate three spaces within that parking apron on Main Street, described as being adjacent to the north side of the historic courthouse building and across Main Street from Pat's Exxon, as reserved for public restroom usage and/or art gallery patrons.

This schedule can be amended at any time due to severe weather threat or conditions, facilities repair, or as agreed upon in writing by both parties.

Proposed Lease from Office of ED & P

State of North Carolina

County of Hyde

LEASE

THIS LEASE, made and entered into this the ____ day of _____, 2012, by and between the COUNTY OF HYDE, a body corporate and politic of the State of North Carolina, party of the first part; and THE FRIENDS OF HYDE COUNTY'S 1854 COURTHOUSE, a nonprofit North Carolina corporation, located at P.O. Box 54, Swan Quarter, North Carolina 27885, party of the second part;

WITNESSETH:

That subject to the provisions of Chapter 160A, Section 272 of the General Statutes of North Carolina and the terms and conditions herein set forth, said party of the first part does hereby accept as lessee of said party of the first part that certain real property with improvements located thereon in Swan Quarter Township, Hyde County, North Carolina, and more fully described as follows:

A portion of that building commonly known as the Hyde County Historic Courthouse and being more specifically the first floor as shown on the attached Exhibit A along with such of the curtilage as is necessary for ingress and egress of the leased area; however, this shall be a non-exclusive lease and shall be subject to the use and enjoyment of other users and lessees of the curtilage and different portions of the building.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

This lease shall begin as of the 1st day of September, 2012 and shall exist and continue until and including the 1st day of September, 2013.

The consideration to be paid by said party of the second part for said premises shall be conditioned upon said premises being utilized by party of the second part for nonprofit activities under the sponsorship of party of the second part; and conditioned upon said party of the second part being responsible for the opening of the bathroom facilities to the general public on a set and agreed upon schedule as dictated by Exhibit B; failure to do shall result in termination of this lease by party of the first; and the sum of Ten Dollars payable on or before the date of this lease, and on or before the same day of each successive calendar year in which the lease may be valid.

Party of the second part agrees to accept said premises in present condition, and agrees during the term of this Lease to make interior repairs as may be necessary to maintain said leased premises and make said leased premises safe, useable and in compliance with the State Building Code and the NC Historic Preservation requirements.

Proposed Lease from Office of ED & P

Party of the first agrees to be responsible for all costs associated with hazard insurance coverage, and party of the second part agrees to be responsible for all utility costs and liability insurance.

Party of the second part may at any time during the term of the Lease make alterations to the improvements located on said premises, but it is agreed that all such alterations, either removal or additions shall be subject to approval in writing of the party of the first part. Should the improvements upon the demised premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate.

It is further understood and agreed that if party of the second part shall fail to make or maintain premises in a useable condition pursuant to the State Building Code for its intended purposes, then in such event party of the first part may at its options terminate this Lease.

In the event the party of the first part shall hold over after the expiration of this Lease for any purpose said party shall become a tenant-at-will.

The party of the first part reserves the right to terminate this Lease and reclaim physical control of the property at any time upon thirty (30) days prior notice delivered to the party of the second part, Chairman/CEO or registered agent.

IN WITNESS WHEREOF, THE COUNTY of HYDE has caused this Lease to be signed in its name by its Chairman and attested by its Clerk and its seal to be hereunto affixed, and THE FRIENDS OF HYDE COUNTY'S 1854 COURTHOUSE has caused this Lease to be signed in its name by its Chairman/CEO and attested by its Secretary and its seal to be hereunto affixed, pursuant to Resolution heretofore adopted by its membership, this the day and year first above written.

THE FRIENDS OF HYDE COUNTY'S 1854 COURTHOUSE

(SEAL)

BY: _____

Pat Spencer, President

ATTEST: _____

Judy McLawhorn, Secretary

THE COUNTY OF HYDE

(SEAL)

BY: _____

Sharon Spencer, Chairperson

Proposed Lease from Office of ED & P

ATTEST: _____
Lois Stotesberry, Clerk

OFFICE OF
EDUCATION &
PLANNING

As Proposed By the Friends of the Historic Courthouse

State of North Carolina

pg. 1/4

County of Hyde

LEASE

1. THIS LEASE, made and entered into this the __ day of _____, 2012, by and between the COUNTY OF HYDE, a body corporate and politic of the State of North Carolina, party of the first part, and hereinafter as may be referred to as LESSOR, and FRIENDS OF HYDE COUNTYS HISTORIC 1854 COURTHOUSE, a non-profit organization duly incorporated under the laws of the State of North Carolina, party of the second part, and hereinafter as may be referred to as LESSEE.

WITNESSETH:

2. Whereas LESSOR owns certain real property as described in Exhibit A, that subject to the provisions of Chapter 160A, Section 272 of the General Statutes of North Carolina and such terms and conditions hereinafter set forth, LESSOR does hereby accept the party of the second part as LESSEE of a certain portion of said real property with improvements, more fully described as follows:

3. A portion of said real property commonly known as the Hyde County Historic Courthouse and being more specifically the first floor of said building along with such of the curtilage as is necessary for ingress and egress of the leased area; however, such curtilage shall not be exclusive to the LESSEE but shall be subject to the use and enjoyment of the general public.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

4. This lease shall begin as of the 1st day of October, 2012, and shall exist and continue for a period of five (5) years ending the 31st day of September, 2017;

5. The consideration to be paid by LESSEE for said premises shall be the sum of Ten Dollars per year payable on or before the date of this Lease, and thereafter annually on or before the same day of each successive calendar year for which the lease may be valid, and is conditioned upon said premises being utilized by LESSEE primarily for non-profit activities under the sponsorship of LESSEE and conditioned upon LESSEE offering the restroom facilities of the leased area to the general public on a set and agreed upon schedule as set forth in Exhibit B; it is further stipulated that LESSEE reserves the right to assign or sublet portions of said premises without consent of the party of the first part;

6. LESSOR represents to LESSEE that premises are currently in compliance with the State Building Code and the NC Historic Preservation requirements as well as requirements set forth in the Americans with Disabilities Act and any other applicable

As Proposed By the Friends of the Historic Courthouse

Lease: County of Hyde/ Friends

pg. 2/4

law or statute; LESSEE agrees to accept said leased premises in its present condition; LESSOR agrees during the term of this Lease to make exterior and interior repairs as may be necessary to maintain said leased premises in its present condition and to make said leased premises safe, useable and in compliance with NC State Building Code and the NC Historic Preservation requirements;

7. LESSOR agrees to maintain hazard insurance coverage on the building containing the leased space; LESSOR agrees to affect immediate repairs to any portion of the building as may be necessary to safeguard the structural and environmental integrity of the leased space; LESSEE agrees to maintain liability insurance coverage on the leased space; should LESSEE cause damage to any portion of the leased space, LESSEE agrees to be responsible for the repair of such damage;

8. LESSEE agrees to reimburse LESSOR monthly for utility costs attributable to the leased space including, but limited to, water, sewer, and electricity;

9. LESSEE may at any time during the term of the Lease make non-structural and/or cosmetic alterations to said premises provided that, at the end of this Lease, if requested by LESSOR, such alteration shall be returned to its pre-lease condition by LESSEE; such non-structural alterations may include, but are not limited to, re-keying of interior doors, erection of signage in the curtilage, and painting of mural artwork on stucco exterior surfaces; any structural alteration, be it removal or addition, shall be subject to approval in writing by LESSOR;

10. It is further understood and agreed that failure on the part of either party to comply with THE TERMS AND CONDITIONS of this Lease as set forth above shall constitute grounds for termination of this Lease and, at the option of either party, such notice of intent to terminate shall be delivered in writing thirty (30) days in advance of the intended effective date of termination;

11. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, and addressed as follows:

If to LESSOR, to County of Hyde, PO Box 188, Swan Quarter, NC 27885;

If to LESSEE, to Friends of Hyde Countys Historic 1854 Courthouse, PO Box 54, Swan Quarter, NC, 27885.

As Proposed By the Friends of the Historic Courthouse

Lease: County of Hyde/ Friends

pg. 3/4

12. In the event the LEESEE shall hold over after the expiration of this Lease, LESSEE shall become a tenant-at-will and LESSOR reserves the right to reclaim physical control of the property at any time upon thirty (30) days written notice being delivered to LESSEE;

13. IN WITNESS WHEREOF, THE COUNTY OF HYDE has caused this Lease to be signed in its name by its Chairman and attested by its Clerk and its seal to be hereunto affixed, and FRIENDS OF HYDE COUNTYS HISTORIC 1854 COURTHOUSE has caused this Lease to be signed in its name by its Chairman and attested by its Secretary and its seal to be hereunto affixed, pursuant to Resolution heretofore adopted by memberships of each party, this the day and year first above written.

FRIENDS OF HYDE COUNTYS
HISTORIC 1854 COURTHOUSE

(SEAL)

BY: _____
Patrick M. Spencer, Chairman

ATTEST: _____
Judy H. McLawhorn, Secretary

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, _____, a Notary Public for said County and State, do hereby certify that _____, personally appeared before me this day of being by me duly sworn, acknowledge that he/she is Secretary of the FRIENDS OF HYDE COUNTYS HISTORIC 1854 COURTHOUSE, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself/herself as Secretary

WITNESS my hand and Notarial Seal this ___ day of _____, 2012

NOTARY PUBLIC

My Commission expires: _____

As Proposed By the Friends of the Historic Courthouse

Lease: County of Hyde/ Friends

pg. 4/4

COUNTY OF HYDE

(SEAL)

BY: _____
Sharon Spencer, Chairperson

ATTEST: _____
Lois Stotesberry, Clerk

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, _____, a Notary Public for said County and State, do hereby certify that _____, personally appeared before me this day of being by me duly sworn, acknowledge that he/she is Clerk to the Board of the County of Hyde, a political subdivision, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself/herself as its Clerk

WITNESS my hand and Notarial Seal this ___ day of _____, 2012

NOTARY PUBLIC

My Commission expires: _____

As Proposed By the Friends of the Historic Courthouse

EXHIBIT A

[full description of building as legally recorded]

EXHIBIT B

LESSEE agrees as conditioned by the attached lease, that within 3 months of the inception of this lease, and to the purpose of promoting travel and tourism within the village of Swan Quarter, LESSEE shall cause to be offered to the general public the restroom facilities located within the leased area on the following agreed upon schedule:

| | |
|------------|--|
| Year round | Monday through Saturday 8 a.m. to 5 p.m. |
|------------|--|

LESSEE may designate three spaces within that parking apron on Main Street, described as being adjacent to the north side of the historic courthouse building and across Main Street from Pat's Exxon, as reserved for public restroom usage and/or art gallery patrons.

This schedule can be amended at any time due to severe weather threat or conditions, facilities repair, or as agreed upon in writing by both parties.

Averi Simmons

From: Kris Noble <knoble@hydecourtnc.gov>
Sent: Tuesday, August 28, 2012 10:51 AM
To: asimmons@hydecourtnc.gov
Subject: FW: Friends Lease review-end round 1

From: Mazie Smith [<mailto:MSmith@hydecourtnc.gov>]
Sent: Friday, August 24, 2012 11:55 AM
To: 'Kris Noble'; 'Holly Wallace'
Cc: 'Fred Holscher'; asimmons@hydecourtnc.gov
Subject: RE: Friends Lease review-end round 1

I concur with all of Kris' comments.

ACT4Hyde

"All Come Together for Hyde"



Mazie Swindell Smith
County Manager
County of Hyde
30 Oyster Creek Road
Swan Quarter, NC 27885
252-926-4400 Phone
252-542-9283 Mobile

*Before printing this email, please consider your budget and the environment.
If you must print, print only what you need, on both sides of the paper. Don't
forget to recycle!*

From: Kris Noble [<mailto:knoble@hydecourtnc.gov>]
Sent: Thursday, August 23, 2012 9:09 AM
To: 'Holly Wallace'
Cc: 'Fred Holscher'; 'Mazie Smith'; asimmons@hydecourtnc.gov
Subject: RE: Friends Lease review-end round 1

Fred,

Hope all is well. I have reviewed your comments to be discussed/addressed and my responses are shown in **RED below?**

Dear Kris:

I have now had the opportunity to review the lease that you sent to me on August 8. It is obvious to me that this lease differs somewhat from the previous lease for the same property that I reviewed earlier. I believe that you and Mazie and I need to discuss this matter and we can do so by conference call or in person, whichever both of you prefer. I will list below some random comments that I believe need to be discussed/addressed.

1. The latest lease is for 5 years rather than 1 year like the first lease. A 5 year lease requires advertisements and other hoops to jump through pursuant to 160A-272. Can we offer a 1 year lease with a first right of refusal type clause for renewal?
2. Review the rest room hours to make sure they meet your needs. Rest room hours are more than satisfactory.
3. The lease states that the premises is currently in compliance with North Carolina Building Code and North Carolina Preservation requirements. I do not know if that is true, but that will be crucial if we enter into this lease. The building is in compliance with the NC Building Code and does have a certificate of occupancy. I have emailed Jane Hodges for a copy. The building does meet NC Preservation requirements. The NC Preservation office inspected the property before and after repairs and consulted with me about certain restoration methods used as is proper protocol when renovating a historic structure.
4. I believe paragraph 6 should also note that the Lessee is responsible for all repairs, exterior, interior, including the roof, hvac system etc. Please insert the required verbiage to note said responsibility.
5. Paragraph 7 provides that Hyde County will maintain hazard insurance and it was my understanding that Mazie's position was the County would be paying nothing with regard to this building. As owners, the County wants to ensure that hazard insurance is maintained. I'm thinking about a typical residential lease type situation where the owner of the home is protecting his assets by having hazard insurance while the renter typically insures the contents. If it is deemed that the Friends group be required to maintain the hazard insurance the County must have some safeguard of the insurance being maintained by putting some kind of notification process in place in case of a lapse in coverage.
6. I may have overlooked it but I did not see any provision for the Lessee maintaining the landscaping including mowing the property immediately surrounding the facility. Please insert the required verbiage to note said responsibility.
7. Finally, paragraph 8 calls for the painting of a mural on the stucco exterior. I have no idea whether or not this will be allowable under the North Carolina Historic Preservation requirements or whether it is desirable. This was actually my idea. Currently two bricked in window casings facing Main Street and Oyster Creek would make ideal locations for informational signage. This would first be cleared by the owners and the NC Preservation Society by providing sketches of the proposed murals/informational signage.
8. Please note that the Friends group's revised lease says that the Friends group will reimburse the County for utility costs. I would rather the Friends group be the account holders and pay for all utilities directly. That is undue work for County staff. This should be amended to reflect the Friends total responsibility for utilities.

Once you have had a chance to look at these comments, please let me know how you would like to proceed from here. I believe the next step from here should be for you to amend the lease to reflect the changes as noted above. We can then place the lease on the September 4th meeting agenda for review. At that time any questions and/or discussions regarding the terms of the lease can occur. I will recommend the Chief Officers of the Friends group to be on site during the meeting to address any questions that the BOC, Manager or yourself may have in regard to the lease. If the group reaches a reasonable consensus the BOC can vote to authorize the County Attorney to amend the lease to reflect any changes as deemed by the BOC and then authorize the Board Chair to execute the lease agreement. It would be advantageous for us to reach a consensus as soon as possible so that the County can forego any costs in operating the building.

Thank you for your time and I look forward to your response – Kris

Kristen Cabaon Noble

Planning Director
Hyde County Office of Economic Development and Planning
30 Oyster Creek Road

PO Box 188
Swan Quarter, NC 27885
Office: (252) 926-4180
Mobile: (252) 531-8352
knoble@hydecountync.gov



Yours very truly,
FREDERICK N. HOLSCHER
Typed by:

Holly W. Wallace,
North Carolina Certified Paralegal
RODMAN, HOLSCHER, PECK & EDWARDS, P.A.
320 N. Market Street
P.O. Box 1747
Washington, NC 27889
252-946-3122 telephone
252-946-3125 facsimile
www.rhpe.net

CONFIDENTIALITY NOTICE If you are not the intended recipient of this message, you are not authorized to intercept, read, copy, forward, or disseminate this communication. This communication may contain information that is proprietary, attorney/client privileged, attorney work product, confidential or otherwise legally exempt from disclosure. If you have received this message in error, please notify the sender immediately either by phone ((252) 946-3122) or by return e-mail and destroy all copies of this message (electronic paper or otherwise).



Hyde County Board of Commissioners AGENDA ITEM SUMMARY SHEET

Date: 9.4.2012

Title: C. Williams - Subdivision Variance Request

Sponsor: Kris Noble **Title:** Planning Director

Agency/Dept.: Office of Economic Development and Planning

Description: The attached plat represents a subdivision of property in the Swan Quarter township and includes the current locations of Chris' Grocery and Swan Quarter Supply. Owners of the properties are requesting a variance from the Hyde County Subdivision Ordinance and most specifically the clause requiring lots to be a minimum size of 20,000 square feet; as New Tract 1 is equal to 15,129.75 sq. ft and New Tract 3 is equal to 14,020.73 sq. ft. Each parcel has a clear easement to US 264 which meets NC DOT standards of over 40 ft in width at the entrance of the parcel. Also, all lots are within the Swan Quarter Sanitary District. The plat has been sent to commenting agencies including Hyde Utilities, Hyde Health Department, CAMA and NCDOT for review. The Office of ED & P recommends the subdivision variance on the basis of promoting economic development in a traditionally commercial area of the township.

Attachments: Yes. Plat attached.

Reading number: First

Impact on Budget: Does not increase the budget.

RECOMMENDATION: Approve Subdivision Variance.

| <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 | _____ | _____ |



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 9.4.2012

Presenter(s): Andrea Gregory

Title: Assistant Finance Officer

Agency/Dept.: Finance Office

Item Title: GovDeals Surplus

Attachments: None

Description: 2004 Chevy Truck V-8 191,911 miles \$200.00
 1998 Chevy Truck V-8 126,770 miles \$300.00
 2003 Utility Trailer 8"X16" 2-axle \$1,200.00

These trucks and trailer are no longer needed and Clint has asked me to auction them on GovDeals as the price listed above.

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 | _____ | _____ |