

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

Meeting Date: September 8, 2015
Presenter: Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: Leases for the Hyde-Davis Center

SUMMARY: The County is in the process of negotiating (2) lease agreements with prospective tenants for the Hyde-Davis Center in Engelhard.

Tenant #1 – Beaufort County Community College – Beaufort Community College wants to lease Suite 4 and Suite 6-7-8 at the Hyde Davis Center. The college would like to use Suite 4 to provide access to online continuing education classes to Hyde County citizens. Suite 4A will be used for the computer lab; Suite 4B will be used for classroom space. Suite 6-7-8 will be used for Certified Nursing Assistant classes and a laboratory. The lease will be rent-free and will renew in one year with an option to renew for an additional 5-year term rent-free.

Tenant #2 – Beaufort-Hyde-Martin (BMH) Library – BMH Library wants to lease Suite 5 at the Hyde Davis Center. BMH wants to use the suite to operate a full-service library. The lease will be rent-free and will renew in one year with an option to renew for an additional 5-year term rent-free.

The leases are subject to the review of BCCC and BMH Library. Any requests for modifications to the leases will be negotiated between the county and the individual parties.

RECOMMEND: APPROVE LEASES TO BCCC AND BMH LIBRARY AND AUTHORIZE MANAGEMENT TO NEGOTIATE MODIFICATIONS TO THE LEASES IF APPLICABLE.

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

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

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

STATE OF NORTH CAROLINA
COUNTY OF HYDE

LEASE

THIS LEASE, made and entered into as of this ____ day of _____, 2015, by and between the **COUNTY OF HYDE**, North Carolina, ("**LESSOR**"); and **BEAUFORT COUNTY COMMUNITY COLLEGE**, a North Carolina State Agency, ("**LESSEE**")

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 "**LESSOR**" does hereby let and lease unto said "**LESSEE**" and said "**LESSEE**" does hereby accept that certain real property and improvements located thereon in Lake Landing Township, Hyde County, North Carolina, and more fully described as follows:

A portion of that building and cartilage known as the "Hyde/Davis Business Enterprise Center" at the former Davis Elementary School at 33460 US 264, Engelhard, North Carolina. The portion is more specifically identified as Room Numbers 4A, 4B, 6, 7 & 8 of said building (the "**Leased Premises**"), along with such use of the cartilage as is necessary for the use and enjoyment of the leased areas; however, use of the cartilage shall be non-exclusive and shall be subject to the use and enjoyment of other users and lessees of the cartilage and different portions of the buildings.

The use and occupancy by "**LESSEE**" of the Leased Premises shall include the non-exclusive right to use the parking areas, service roads, sidewalks, bathrooms and other areas subject to reasonable restrictions on such use as may be promulgated by "**LESSOR**." In the event that the terms of such restrictions and the terms of this Lease conflict, the terms of this Lease shall control. "**LESSEE**" shall use, maintain, and occupy the Leased Premises in a careful, safe, and proper manner, and shall not commit waste thereon.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS: This Lease shall begin as of the 1st day of January, 2016, and shall exist and continue until and including the 31st day of December, 2016. The “LESSEE” will be allowed to lease the premises rent free for the one-year lease term.

Prior to the conclusion of the term hereof, “LESSEE” may extend the term of this Lease for one (1) additional period of five (5) years. There will be no rent due throughout such renewal term. “LESSEE” may exercise its extension option by providing “LESSOR” notice of its intent to exercise at least forty-five (45) days prior to the last day of the then-current term.

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”:

County of Hyde
Office of Planning & Economic Development
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885

If to “LESSEE”:

Beaufort County Community College
Attn: Continuing Education
5337 US Highway 264 E.
Washington, NC 27889

“LESSOR” agrees during the term of this Lease to make exterior and interior repairs as may be necessary to maintain said Leased Premises and make said Leased Premises safe, usable and in compliance with the State Building Code.

The following charges for utilities and services supplied to the Leased Premises shall be paid directly by “LESSEE” (which “LESSOR” shall cause to be separately metered or assessed): cable, telephone and internet service. “LESSOR” shall pay all real estate and other similar taxes and assessments assessed against “LESSOR” or the property or the building at which the Leased Premises is located.

“LESSOR” agrees to maintain full replacement cost hazard insurance coverage on the building, and shall be responsible for all costs associated therewith. “LESSEE” agrees to be responsible for liability insurance in an amount not less than Three Hundred Thousand Dollars

(\$300,000.00), with limits of at least Fifty Thousand Dollars (\$50,000.00), single limit bodily injury for any number of persons injured or killed in one occurrence and One Hundred Thousand Dollars (\$100,000.00) property damage. At its option, "LESSEE" may provide such coverage through a blanket policy. "LESSEE" also agrees to be responsible for insuring the contents of any personal or business property and equipment owned by "LESSEE". A current certificate of "LESSEE's" evidence of insurance shall be furnished to "LESSOR" no later than thirty (30) days from the commencement date of this Lease, and shall be updated by "LESSEE" as appropriate to verify uninterrupted coverage at all times during the duration of the Lease.

Notwithstanding anything in this Lease to the contrary, "LESSOR" and "LESSEE" hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action against each other, their agents, officers, representatives, employees, servants, contractors and invitees for any loss or damage that may occur to the Leased Premises, improvements or fixtures therein or thereon, or any personal property within the Leased Premises, from any cause whatsoever, to the extent insured against under the terms of any insurance policy carried by either party, regardless of cause or origin, including the negligence of "LESSOR" or "LESSEE" or their agents, officers, representatives, servants, employees, contractors or invitees.

"LESSEE" may not at any time during the terms of this Lease make alterations to the improvements located on said Leased Premises without the express consent of the "LESSOR." Any and all improvements to said Leased Premises will remain and become the property of the "LESSOR" once the term of this Lease has expired. Should the improvements upon the Leased Premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate. Trade fixtures and equipment that "LESSEE" installs in or on the Leased Premises shall not be deemed a part of the Leased Premises and "LESSEE" may remove those trade fixtures and equipment any time during the term of this Lease or upon the termination or expiration of this Lease.

It is further understood and agreed that if the "LESSOR" shall fail to make or maintain said Leased Premises in a usable condition pursuant to the State Building Code for its intended purposes, then in such event the "LESSEE" may at its option terminate this Lease.

"LESSEE" may not assign this Lease or enter into any sublease agreement for the Leased Premises without the prior consent of "LESSOR", which consent shall not be unreasonably

withheld, conditioned or delayed; except that "LESSEE" may assign its rights and obligations under this Lease without the consent of "LESSOR" to (a) an entity that controls, is controlled by or is under common control with "LESSEE", (b) the purchaser of all or substantially all of the assets of "LESSEE" or (c) an entity into which "LESSEE" merges. A change in the ownership or control of "LESSEE" shall not be deemed an assignment of this Lease.

In the event the "LESSEE" shall hold over after the expiration of this Lease for any purpose, said party shall become a tenant at will.

In addition to any other remedies of available at law or equity "LESSEE" shall have the right to terminate this Lease by written notice to "LESSOR" should "LESSOR" default in its obligations under this Lease and such default continues for seven (7) days after written notice from "LESSEE," or if such default cannot be cured in seven (7) days, then "LESSOR" shall have a reasonable time thereafter to cure the default, provided the cure is commenced within such seven (7) day period.

"LESSEE" shall have the right to record this Lease at the Office of the Hyde County Register of Deeds."

"LESSOR" represents and warrants to "LESSEE" that all consents and approvals required for the execution, delivery and performance of this Lease have been obtained and that "LESSOR" has the right and authority to enter into this Lease.

Each party hereto warrants and represents to the other that it has not dealt with any real estate broker or salesman in connection with the negotiation or execution of this Lease. Each party agrees to indemnify and hold the other harmless from and against any and all claims arising out of a breach of the foregoing representation and warranty by the indemnifying party.

This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Executed versions of this Lease may be delivered by the parties via facsimile transmission or email, either or both of which shall constitute delivery of an original.

This Lease embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to subject matter of this Lease. No representation, promise, inducement or statement of intention has been made by any party that has not been embodied in this Lease.

IN WITNESS WHEREOF, the Hyde County Board of Commissioners has caused this Lease to be signed in its name by its Chairman and attested by its Clerk and its seal to be hereinto affixed, and Beaufort County Community College has caused this Lease to be signed in its name by its authorized representative as of the day and year first above written.

LESSEE:

Beaufort County Community College
a North Carolina State Agency

By: _____

Name: _____

Title: _____

LESSOR:

County of Hyde, North Carolina

By: _____

Name: _____

Title: _____

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 and being by me duly sworn, acknowledge that he/she is _____ of the County of Hyde, North Carolina, and that by authority duly given, the foregoing instrument was signed by in its name by its _____, sealed with its official seal, and attested by himself/herself as its _____.

Witness my hand and Notarial Seal, this, the _____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and being by me duly sworn, acknowledge that he/she is the _____ of Beaufort County Community College, a North Carolina State Agency, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its _____, sealed with its official seal, and attested by himself/herself as its officer.

Witness my hand and Notarial Seal, this, the _____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF HYDE

LEASE

THIS LEASE, made and entered into as of this ____ day of _____, 2015, by and between the **COUNTY OF HYDE**, North Carolina, (**“LESSOR”**); and **BEAUFORT-HYDE-MARTIN LIBRARY**, a North Carolina State Agency, (**“LESSEE”**)

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 **“LESSOR”** does hereby let and lease unto said **“LESSEE”** and said **“LESSEE”** does hereby accept that certain real property and improvements located thereon in Lake Landing Township, Hyde County, North Carolina, and more fully described as follows:

A portion of that building and cartilage known as the **“Hyde/Davis Business Enterprise Center”** at the former Davis Elementary School at 33460 US 264, Engelhard, North Carolina. The portion is more specifically identified as Room Number 5 of said building (the **“Leased Premises”**), along with such use of the cartilage as is necessary for the use and enjoyment of the leased areas; however, use of the cartilage shall be non-exclusive and shall be subject to the use and enjoyment of other users and lessees of the cartilage and different portions of the buildings.

The use and occupancy by **“LESSEE”** of the Leased Premises shall include the non-exclusive right to use the parking areas, service roads, sidewalks, bathrooms and other areas subject to reasonable restrictions on such use as may be promulgated by **“LESSOR.”** In the event that the terms of such restrictions and the terms of this Lease conflict, the terms of this Lease shall control. **“LESSEE”** shall use, maintain, and occupy the Leased Premises in a careful, safe, and proper manner, and shall not commit waste thereon.

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Prior to the conclusion of the term hereof, “LESSEE” may extend the term of this Lease for one (1) additional period of five (5) years. There will be no rent due throughout such renewal term. “LESSEE” may exercise its extension option by providing “LESSOR” notice of its intent to exercise at least forty-five (45) days prior to the last day of the then-current term.

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”:

County of Hyde
Office of Planning & Economic Development
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885

If to “LESSEE”:

BHM Regional Library
Hannah Easley, Director
158 N. Market St.
Washington, NC 27889

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“LESSOR” agrees to maintain full replacement cost hazard insurance coverage on the building, and shall be responsible for all costs associated therewith. “LESSEE” agrees to be responsible for liability insurance in an amount not less than Three Hundred Thousand Dollars

(\$300,000.00), with limits of at least Fifty Thousand Dollars (\$50,000.00), single limit bodily injury for any number of persons injured or killed in one occurrence and One Hundred Thousand Dollars (\$100,000.00) property damage. At its option, "LESSEE" may provide such coverage through a blanket policy. "LESSEE" also agrees to be responsible for insuring the contents of any personal or business property and equipment owned by "LESSEE". A current certificate of "LESSEE's" evidence of insurance shall be furnished to "LESSOR" no later than thirty (30) days from the commencement date of this Lease, and shall be updated by "LESSEE" as appropriate to verify uninterrupted coverage at all times during the duration of the Lease.

Notwithstanding anything in this Lease to the contrary, "LESSOR" and "LESSEE" hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action against each other, their agents, officers, representatives, employees, servants, contractors and invitees for any loss or damage that may occur to the Leased Premises, improvements or fixtures therein or thereon, or any personal property within the Leased Premises, from any cause whatsoever, to the extent insured against under the terms of any insurance policy carried by either party, regardless of cause or origin, including the negligence of "LESSOR" or "LESSEE" or their agents, officers, representatives, servants, employees, contractors or invitees.

"LESSEE" may not at any time during the terms of this Lease make alterations to the improvements located on said Leased Premises without the express consent of the "LESSOR." Any and all improvements to said Leased Premises will remain and become the property of the "LESSOR" once the term of this Lease has expired. Should the improvements upon the Leased Premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate. Trade fixtures and equipment that "LESSEE" installs in or on the Leased Premises shall not be deemed a part of the Leased Premises and "LESSEE" may remove those trade fixtures and equipment any time during the term of this Lease or upon the termination or expiration of this Lease.

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withheld, conditioned or delayed; except that “LESSEE” may assign its rights and obligations under this Lease without the consent of “LESSOR” to (a) an entity that controls, is controlled by or is under common control with “LESSEE”, (b) the purchaser of all or substantially all of the assets of “LESSEE” or (c) an entity into which “LESSEE” merges. A change in the ownership or control of “LESSEE” shall not be deemed an assignment of this Lease.

In the event the “LESSEE” shall hold over after the expiration of this Lease for any purpose, said party shall become a tenant at will.

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“LESSEE” shall have the right to record this Lease at the Office of the Hyde County Register of Deeds.”

“LESSOR” represents and warrants to “LESSEE” that all consents and approvals required for the execution, delivery and performance of this Lease have been obtained and that “LESSOR” has the right and authority to enter into this Lease.

Each party hereto warrants and represents to the other that it has not dealt with any real estate broker or salesman in connection with the negotiation or execution of this Lease. Each party agrees to indemnify and hold the other harmless from and against any and all claims arising out of a breach of the foregoing representation and warranty by the indemnifying party.

This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Executed versions of this Lease may be delivered by the parties via facsimile transmission or email, either or both of which shall constitute delivery of an original.

This Lease embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to subject matter of this Lease. No representation, promise, inducement or statement of intention has been made by any party that has not been embodied in this Lease.

IN WITNESS WHEREOF, the Hyde County Board of Commissioners has caused this Lease to be signed in its name by its Chairman and attested by its Clerk and its seal to be hereinto affixed, and BHM Library has caused this Lease to be signed in its name by its authorized representative as of the day and year first above written.

LESSEE:

BHM Library
a North Carolina State Agency

By: _____

Name: _____

Title: _____

LESSOR:

County of Hyde, North Carolina

By: _____

Name: _____

Title: _____

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 and being by me duly sworn, acknowledge that he/she is _____ of the County of Hyde, North Carolina, and that by authority duly given, the foregoing instrument was signed by in its name by its _____, sealed with its official seal, and attested by himself/herself as its _____.

Witness my hand and Notarial Seal, this, the ____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and being by me duly sworn, acknowledge that he/she is the _____ of BHM Library, a North Carolina State Agency, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its _____, sealed with its official seal, and attested by himself/herself as its officer.

Witness my hand and Notarial Seal, this, the ____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires: _____

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

Meeting Date: September 8, 2015
Presenter: Will Doerfer, NCACC/ICMA Management Fellow
Attachment: Yes

ITEM TITLE: Monthly Activity and Accomplishment Report

SUMMARY: This is a monthly report to keep the Board apprised of the activities in which the NCACC/ICMA Fellow has engaged.

RECOMMEND: RECEIVE REPORT AND COMMENT/QUESTION AS DESIRED.

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

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

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

Will Doerfer
Special Assistant County Manager
NCACC/ICMA Local Government Management Fellow
Monthly Report for August 2015:

- Ocracoke Board Meeting and EMS Site Tour
- Ocracoke EMS site project including:
 - Pictures of inside of buildings
 - Meetings with property owners
 - Meeting with potential future partners in a Hyde County Government Center, Ocracoke Campus
 - Designed rough site plans for both sites
 - Arranged survey of both sites
- Beaufort-Hyde Community Foundation lunch and grantee tour
 - Organized lunch on the Bayview Ferry
 - Visited BeGlobal Community Gardens in Aurora, NC and Mattamuskeet Senior Center
- IOMAX flare tests at Hyde County Airport
- Monthly ferry meeting at Ocracoke Community Center
- Reviewed grant funding request from Metropolitan Community Health
- Requested and obtained budget tracking spreadsheet from Hertford County
- Keeping up to date on regional news by reading *Ocracoke Observer*, *Coastland Times*, and *County Lines*
- Began process of instituting a monthly or weekly rotation for department heads to submit editorials/news stories to *Coastland Times* in order to spread all the good news going on in Hyde County
- Met with reporter from *Virginia Monitor* regarding derelict vessels in Engelhard
- Attended Waterways Commission meeting
- Spent half day with Sheriff Cahoon riding around the County, discussed issues, and future funding opportunities
- Attended the NCACC Conference in Greenville
 - Ethics training
 - *Start With Why* seminar
 - NCCCMA Strategic Planning session
 - Fellows breakfast with Kevin Leonard, Neil Emory, David Nicholson, and several managers from across the state
- Spearheading a community gardens project with Extension office, Economic Development, DSS, Health Center, and several community members.

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

Meeting Date: September 8, 2015
Presenter: County Manager Bill Rich
Attachment: Yes

ITEM TITLE: ONGOING PROJECTS UPDATE

SUMMARY: Manager Rich will present update on the following projects ongoing in the County:

- **Pungo District Hospital**
- **EMS Site**
- **Priority Pass**
- **Passenger Ferry**
- **Federal Grant 7.2**
- **Hatteras Inlet**
- **NCACC**
- **Sales Tax - Occupancy Tax**
- **Maurice Ballance Road**
- **Sound Side Access**
- **Noise Ordinance**

RECOMMEND: Receive report.

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

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

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

- **Weatherization** – seven (7) families received the assistance of trained technicians who evaluated the needs of each home by conducting an energy audit and suggesting efficiency methods that are the most appropriate and cost-effective for the home totaling \$6,835.00 and six (6) homes were weatherized totaling \$31,000.00
- **Community Services Block Grant (CSBG) Family Self-Sufficiency (FSS)** – is a type of assistance designed to empower people to take control of their lives by becoming independent and productive members of their community.

Employee Recognition:

County Manager Rich commended Gloria Collins-Spencer for 32 years of service in the Department of Social Services (DSS). Gloria began working as a Hyde County Social Work Trainee on November 22, 1982. In 1984 Gloria was promoted to Social Worker I and in 1985 to Social Worker II. She became Acting Department of Social Services Director in 1987 and in 1989 she was promoted to Director. She retired on May 31, 2015.

Alice Mackey, Community Employment Case Manager, Hyde County ADAP Center, accepted a Years of Service Certificate and 30-year Pin and a Hyde County Seal Paperweight with Mrs. Spencer’s name and dates of service inscribed.

Presentations:

2014 Community Health Assessment (CHA)

Anna Schafer, Public Health Educator II, presented overview of the 2014 Community Health Assessment and leading causes of death. This document is the work of a local partnership among the Hyde County Health Department (HCHD), Vidant Beaufort Hospital (VBH), the Outer Banks Hospital (OBH), and the community’s Healthy Carolinians coalition, Hyde Partners for Health (HPH). This team’s work, assisted by both an independent public health consultant and the Center for Survey Research at East Carolina University, culminated in a comprehensive CHA report

<http://hydehealth.com/healtheducation.htm> that was excerpted to create this report (available on the Hyde County Health Department website. (pg. 8 – Executive Summary) Ms. Schafer discussed overall life expectancy statistics for persons born in Hyde County in 2010-12 was 1.5 years lower than the comparable state average. Men in Hyde County had a higher and women a lower life expectancy compared to NC data. The life expectancy for African Americans in Hyde County was the same as for that group statewide. Between 1990-92 and 2010-12, life expectancies in Hyde County improved in all categories except females. Cancer and heart disease are leading causes of death. Morbidity and chronic disease in Hyde County include diabetes, overweight and obesity, communicable disease, mental health and substance abuse. (pg. 31 – 37 - Life Expectancy and Leading Causes of Death). The next Community Health Assessment will be presented in 2017.

Commissioner Pugh moved to accept the 2014 Community Health Assessment report. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Ocracoke Island EMS Site Relocation

Will Doerfer, MPA, Assistant Manager, presented PowerPoint with pictures and terms of multiple options for relocation of EMS sites on Ocracoke Island. Currently the Ocracoke EMS Station is located behind the Health Department. The Health Department is experiencing federally mandated expansion which requires their occupying the current EMS building. The deadline to vacate the property is December 2015.

After discussion, Commissioner Tunnell moved to table Ocracoke Island EMS Site Relocation discussion until the August 3, 2015 Board of Commissioners meeting. Mr. Pugh seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Pungo District Hospital Update

June 1, 2015, Dr. Charles Boyette requested Hyde County Board of Commissioners’ assistance in acquiring title to the Pungo District Hospital property at 202 East Water Street, Belhaven, NC. At that time the Board of Commissioners instructed Attorney Fred Holscher to proceed with research on documentation, legality and funding requests of Dr. Boyette and supporters for re-opening Pungo District Hospital and to report his findings at the next regularly scheduled Commissioners meeting.

County Attorney Fred Holscher researched legal requirements necessary to assist with Dr. Boyette's requests. Mr. Holscher spoke with Freyda Bleustein, Associate Dean for Faculty Development/ Professor of Public Law and Government and Kara Milonzi, Associate Professor of Public Law and Government, UNC-SOG. In response, Mr. Holscher was informed General Statutes do not speak to this type request and the County would have to get a Bill passed to assist in acquiring the PDH property title. Mr. Holscher reported he sent a letter to John Lange, Consultant for the group on June 3rd with no reply.

Future of Beaufort County Hospital Board

Beaufort County Commissioner Hood Richardson reported Mr. Lange is no longer associated with this project and correspondence should be sent to Belhaven Mayor Adam O'Neal. Mr. Richardson accompanied by Dr. Charles Boyette, Mayor Adam O'Neal and Eunice Williams reported the Beaufort County Board of Commissioners plan to dissolve the Pungo District Hospital Board at its July 7th Board meeting. Mr. Richardson asked the Hyde County Board of Commissioners to join together with the group and support a hospital in Belhaven.

No action taken.

Public Comment: (none)

Appointments:

Ocracoke Occupancy Tax Board

Commissioner Fletcher reported on July 7, 2014 the Hyde County Board of Commissioners appointed Trudy Austin to serve a one-year term on the Ocracoke Occupancy Tax Board and set staggered three-year terms for the five-member board.

Commissioner Fletcher moved to appoint Trudy Austin to serve a three-year term (2015-2018) on the Ocracoke Occupancy Tax Board. Mr. Pugh seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Voting Delegate to NCACC Annual Conference

County Manager Rich reported the 108th NCACC Annual Conference will be held in Pitt County, NC on August 20-23, 2015. Hyde County has been asked to elect a Designated Voting Delegate to represent the County at this conference.

Chairman Swindell moved to appoint Vice-chairman Pugh to serve as the Designated Voting Delegate for Hyde County at the 108th NCACC Annual Conference. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Department of Social Services Board

Suzanne Johnson, Interim DSS Director, reported Minnie Farrow's 3-year term expired on June 30, 2015 and requested re-appointment.

Commissioner Tunnell moved to re-appoint Minnie Farrow to serve a second three-year term on the Hyde County DSS Board. Mr. Pugh seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Hyde County Transit Board

County Manager Rich reported Beverly Paul, Transit Director, was unable to attend the meeting but requests appointment of Phillip Holloway and David Howard to serve on the Hyde County Transit Board of Directors.

Commissioner Fletcher moved to appoint Phillip Holloway from Northeast Workforce Solutions and David Howard, Hyde County Health Director to serve on the Hyde County Transit Board of Directors. Mr. Pugh seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Increase In DSS Board Per Diem Rates:

Suzanne Johnson, Interim DSS Director, reported the DSS Board of Directors requests increase in per diem rates.

Commissioner Fletcher moved to increase DSS Board meeting rate of pay to \$50.00; approve per diem rates for motel, meals and mileage when attending out of county meetings based on county rates; and, to pay county rates if the DSS Board meets on Ocracoke. Mr. Tunnell seconded the motion. The

- **Weatherization** – seven (7) families received the assistance of trained technicians who evaluated the needs of each home by conducting an energy audit and suggesting efficiency methods that are the most appropriate and cost-effective for the home totaling \$6,835.00 and six (6) homes were weatherized totaling \$31,000.00
- **Community Services Block Grant (CSBG) Family Self-Sufficiency (FSS)** – is a type of assistance designed to empower people to take control of their lives by becoming independent and productive members of their community.

Employee Recognition:

County Manager Rich commended Gloria Collins-Spencer for 32 years of service in the Department of Social Services (DSS). Gloria began working as a Hyde County Social Work Trainee on November 22, 1982. In 1984 Gloria was promoted to Social Worker I and in 1985 to Social Worker II. She became Acting Department of Social Services Director in 1987 and in 1989 she was promoted to Director. She retired on May 31, 2015.

Alice Mackey, Community Employment Case Manager, Hyde County ADAP Center, accepted a Years of Service Certificate and 30-year Pin and a Hyde County Seal Paperweight with Mrs. Spencer's name and dates of service inscribed.

Presentations:

2014 Community Health Assessment (CHA)

Anna Schafer, Public Health Educator II, presented overview of the 2014 Community Health Assessment and leading causes of death. This document is the work of a local partnership among the Hyde County Health Department (HCHD), Vidant Beaufort Hospital (VBH), the Outer Banks Hospital (OBH), and the community's Healthy Carolinians coalition, Hyde Partners for Health (HPH). This team's work, assisted by both an independent public health consultant and the Center for Survey Research at East Carolina University, culminated in a comprehensive CHA report

<http://hydehealth.com/healtheducation.htm> that was excerpted to create this report (available on the Hyde County Health Department website. (pg. 8 – Executive Summary) Ms. Schafer discussed overall life expectancy statistics for persons born in Hyde County in 2010-12 was 1.5 years lower than the comparable state average. Men in Hyde County had a higher and women a lower life expectancy compared to NC data. The life expectancy for African Americans in Hyde County was the same as for that group statewide. Between 1990-92 and 2010-12, life expectancies in Hyde County improved in all categories except females. Cancer and heart disease are leading causes of death. Morbidity and chronic disease in Hyde County include diabetes, overweight and obesity, communicable disease, mental health and substance abuse. (pg. 31 – 37 - Life Expectancy and Leading Causes of Death). The next Community Health Assessment will be presented in 2017.

Commissioner Pugh moved to accept the 2014 Community Health Assessment report. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Ocracoke Island EMS Site Relocation

Will Doerfer, MPA, Assistant Manager, presented PowerPoint with pictures and terms of multiple options for relocation of EMS sites on Ocracoke Island. Currently the Ocracoke EMS Station is located behind the Health Department. The Health Department is experiencing federally mandated expansion which requires their occupying the current EMS building. The deadline to vacate the property is December 2015.

After discussion, Commissioner Tunnell moved to table Ocracoke Island EMS Site Relocation discussion until the August 3, 2015 Board of Commissioners meeting. Mr. Pugh seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Pungo District Hospital Update

June 1, 2015, Dr. Charles Boyette requested Hyde County Board of Commissioners' assistance in acquiring title to the Pungo District Hospital property at 202 East Water Street, Belhaven, NC. At that time the Board of Commissioners instructed Attorney Fred Holscher to proceed with research on documentation, legality and funding requests of Dr. Boyette and supporters for re-opening Pungo District Hospital and to report his findings at the next regularly scheduled Commissioners meeting.

1 Regular Meeting Minutes

2
3 Board of County Commissioners

4
5 Hyde County

6
7 Monday, August 3, 2015

8
9 Vice Chairman Earl Pugh Jr. called the Regular Meeting of the Hyde County Board of
10 Commissioners to order at 4:00 p.m. on Monday, August 3, 2015, in the Ocracoke Community
11 Center and the Hyde County Government Center, Multi-Use Room using telephone equipment.

12
13 The following members were present on Ocracoke: Commissioners John Fletcher, Earl Pugh Jr.,
14 Benjamin Simmons, Barry Swindell and Dick Tunnell; Attorney Fred Holscher; County
15 Manager Bill Rich, Deputy Clerk to the Board Sarah Johnson; and, members of the public.

16
17 The following members were present on the mainland: Deputy Clerk Rosemary Johnson and
18 members of the public.

19
20 Swearing In Deputy Clerk To The Board Rosemary Johnson:

21 Hyde County Clerk of Court, Brandy Pugh, swore in Rosemary Johnson as Deputy Clerk to the
22 Board of Commissioners.

23
24 Tour Of Potential EMS Locations:

25 Between 4:00 p.m. and 6:00 p.m., Commissioners Fletcher, Pugh, Simmons, Swindell and
26 Tunnell; and Manager Rich, Manager's Assistant Will Doerfer, EMS Director Justin Gibbs and
27 one member of the public toured various properties available for the possible relocation of the
28 Hyde County EMS Station on Ocracoke Island.

29
30 The group returned to the Ocracoke Community Center and at 6:00 p.m. Commissioner
31 Simmons delivered the opening prayer, followed by the pledge of allegiance.

32
33 Agenda:

34 Vice Chairman Pugh asked for changes to the August 3, 2015 Meeting Agenda.

35
36 Commissioner Swindell moved to approve the August 3, 2015 Meeting Agenda as presented by
37 the Deputy Clerk. Mr. Tunnell seconded the motion. The motion passed on the following vote:
38 Ayes – Fletcher, Pugh, Simmons, Swindell and Tunnell; Nays – None; Absent or not voting –
39 None.

40
41 Consideration of Minutes:

42 Commissioner Fletcher moved to approve the July 6, 2015 Board of Commissioners Regular
43 Meeting Minutes as presented by the Clerk. Mr. Simmons seconded the motion. The motion
44 passed on the following vote: Ayes – Fletcher, Pugh, Simmons, Swindell and Tunnell; Nays –
45 None; Absent or not voting – None.

Report – Assistant County Manager Will Doerfer:

Will Doerfer, Assistant to County Manager Rich, reported on various projects he has worked on over the past month. He is working on the relocation of the Ocracoke EMS station, the NCACC Project Innovation, and he is helping HR Director Tammy Blake with a new personnel policy.

Perceptions of Coastal Environmental and Economic Change, ECU Report:

Professor Christine Avenarius of East Carolina University presented findings from a study about perceptions of environmental and economic changes along the NC Coast. The Hyde County section of the report focused on the mainland only and included feedback from 45 citizens. The report will be sent to scientists and policy makers to provide information on public perception.

ADA Beach Accessibility Update:

County Planner Kris Noble reported she has worked with the National Park Service to inventory existing ADA amenities at Ocracoke beaches. Currently, ADA access for off-road-vehicles (ORV) is not offered at a discounted rate. The “lifeguard beach” access could be converted for ADA access if a ramp was built on the ocean side of the boardwalk. Park Ranger Ed Fuller does have three wheelchairs equipped for beach use and he is ordering two more. Ms. Noble asked the Commissioners authorize her to write a letter to the NPS for ADA upgrades in the Park including a free ORV permit for disabled individuals, an ADA accessible ramp at the “lifeguard beach”, and increased marketing of beach wheelchairs.

Commissioner Fletcher moved to authorize Kris Noble to write a letter on behalf of the Board of Commissioners to the National Park Service with a list of requested changes to better accommodate visitors with disabilities to the beaches on Ocracoke. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Simmons, Swindell and Tunnell; Nays – None; Absent or not voting – None.

IOMAX USA Testing/Engelhard Airport:

County Planner Kris Noble reported that IOMAX USA will be conducting flight testing at the Hyde County Airport in Engelhard from August 5-August 8. She invited the Commissioners to attend the opening day of testing on August 5, 2015.

Revolving Loan Request: Devil Shoal Oyster and Clam Company:

County Planner Kris Noble presented a revolving loan request of \$15,000 by the Devil Shoal Oyster and Clam Company to purchase oyster seeds and necessary equipment to for the year-round cultivation of oysters. Due to the timing of growing oysters from spat, the business owners are requesting the loan be approved as soon as possible.

Commissioner Tunnell moved to approve the revolving loan request of \$15,000 to the Devil Shoal Oyster and Clam Company contingent upon the approval of the Hyde County Revolving Loan Committee. Mr. Fletcher seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Simmons, Swindell and Tunnell; Nays – None; Absent or not voting – None.

Ferry Priority Pass Update:

Manager Rich reported that the NC legislature has taken no further action on the priority pass issue. Commissioner Fletcher moved to send Manager Rich to Raleigh to lobby individual members of the legislature. Mr. Pugh volunteered to join Manager Rich. Mr. Swindell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Simmons, Swindell and Tunnell; Nays – None; Absent or not voting – None.

Golden Leaf Update:

Manager Rich commented that the Golden Leaf Revolving Loan Fund balance has continued to grow. He looks forward to hopefully granting the RLF request by the Devil Shoal Oyster and Clam Company.

Ocracoke Lighting:

Commissioner Fletcher noted Paul Spruill of Tideland EMC already addressed this topic.



DRAFT

Sean & Laura Death/ Death Fish, Inc. – Revolving Loan Application

Kris Noble, Economic Planner/Developer reported Sean Death and Laura Death have requested assistance from the Hyde County Revolving Loan Fund (RLF) in the amount of \$40,700.00 to purchase equipment, outfit the restaurant and make improvements to a new proposed subsidiary business, Ocracoke Bar & Grille, located at 621 Irvin Garrish Highway, Ocracoke, NC. In addition, the Deaths are injecting personal capital in the project. The Deaths have also executed a one-year lease agreement and option to purchase with the current owner of the property. The Revolving Loan Committee met on January 26 to review and discuss this loan request and recommended approval.

The Deaths have successfully operated the Ocracoke Station/Beachcomber Campground since 2012. The Ocracoke Station and Beachcomber Campground (a full-service gas/convenience store & RV Park located at 990 Irvin Garrish Highway) is the only full-service gas station located on Ocracoke and the campground is one of two campgrounds located on Ocracoke.

The Ocracoke Bar & Grille will offer dine-in and take out, and some retail business. The Deaths plan to hire two managers, one kitchen manager/cook and one bartender by the end of the 8th quarter of operation, all Hyde county residents.

Commissioner Fletcher moved to approve the Revolving Loan request for Ocracoke Bar & Grille in the amount of \$40,700.00 for seven (7) years at 3% rate contingent upon the receipt and satisfactory review of additional information requested from the Deaths', which includes the securing of a long-term septic field lease on the property, along with other financial documents requested from the Deaths. Mr. Pugh seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Request for Mainland Occupancy Tax Funds

County Manager Bill Rich reported Beaufort County Arts Council has sponsored "Music Across the Sounds" for the past 10 years in Hyde County. Due to budget cuts for the Arts Council they will no longer be able to do this. Hyde County Chamber of Commerce has agreed to take over the responsibility for sponsoring "Music Across the Sounds" and needs to raise \$4,000.00. The Chamber has asked the Mainland Occupancy Tax Board to assist with funding this event. At its January 27th Mainland Occupancy Tax Board meeting a motion to release \$2,000.00 for "Music Across the Sounds" and \$200.00 for advertising the event was approved.

Commissioner Pugh moved to approve the Mainland Occupancy Tax Board request to release \$2,000.00 for "Music Across the Sounds" and \$200.00 for advertising the event. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

FY2014-2015 Budget Calendar

County Manager Bill Rich presented the 2014-2015 Fiscal Year Budget Calendar for Board approval. Mr. Rich reported department budgets will be reviewed with the finance officer and county manager on February 23, 2015.

Commissioner Tunnell moved to approve the FY2014-2015 Budget Calendar. Mr. Fletcher seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

GovDeals Surplus

County Manager Bill Rich reported the Sheriff Department has five (5) vehicles they no longer use and requested the Board declare the vehicles surplus and list them on GovDeals for auction.

Commissioner Pugh moved to declare the five vehicles listed as surplus; and, to direct the finance officer to list them on GovDeals for auction. Mr. Fletcher seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Passenger Ferry

County Manager Bill Rich reported the Hyde County Board of Commissioners adopted "Resolution In Support Of Passenger Ferries Coming To Ocracoke" at its regularly scheduled meeting in January.

On January 20th the Dare County Board of Commissioners joined Hyde County in supporting, in concept, passenger ferries going to Ocracoke, North Carolina provided that this passenger ferry service be in addition to the vehicular ferry service that is now provided by the Ferry Division of the North Carolina Department of Transportation.

On January 25, 2015 the Albemarle Rural Planning Organization (RPO) Transportation Advisory Committee (TAC) adopted "A Resolution Supporting The Dare and Hyde County Resolutions In Support of Passenger Ferries, In General, Coming To Ocracoke".

NCDOT Ferry Division has contracted with "Volkert" and its sub-consultants Atkins and ITRE to lead the development of a study to determine the feasibility of providing pedestrian ferry service between Hatteras and Ocracoke. The Ferry Division has assembled a Steering Committee comprised of representatives from NCDOT and other local or regional governments and planning agencies to analyze the feasibility study and give feedback. Through a series of meetings Volkert will examine the economic profile of the region across multiple business sectors; establish through a GIS analysis and existing database search the environmental constraints to operation of a pedestrian and vehicular ferry system; develop and implement an on-board survey in the summer of 2015 to determine the willingness to pay for pedestrian ferry service; assemble, analyze and summarize documents to identify potential conflicts; and, develop base mapping for future alternatives.

No action required.

Ocracoke Tourism Marketing Study

Kris Noble, Planner/Developer reported the Office of Planning & Economic Development has been working on collaborating with the Hyde County Public Information Officer since the Spring of 2014 to complete a comprehensive tourism and marketing study for Ocracoke Island. Ms. Noble presented "Ocracoke Tourism Marketing Research". She presented two options to choose from for this project:

- 1. Make the existing framework work for the County, or
- 2. Create a tourism development authority.

A public meeting will be conducted on February 12, 2015 at 7:30pm in Ocracoke.

No action required.

Update on Consolidation of 9-1-1

County Manager Bill Rich presented update on the Consolidated 9-1-1 project with Dare, Tyrrell and Hyde Counties. The PSAP will be the first three-county 9-1-1 station in the State. Mr. Rich requested approval of \$4,900.00 grant administration fee "refundable upon receiving the grant".

Commissioner Fletcher moved to approve a \$4,900.00 grant administration fee. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Settlement – Public Safety Center with NC Department of Justice

County Manager Bill Rich presented a settlement offer/agreement received from NC DOJ for the Hyde County Sheriff's Department v. NCDOL OSH – Docket No. 2014-5635.

The penalty for the Citation has been reduced by 35% from \$1,350.00 to \$877.50; and, a non-admission clause drafted for Board review.

Commissioner Pugh moved to approve the \$877.50 settlement and agreement offer NCDOL OSH – Docket No. 2014-5635. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Request for Letter to NCDOT – Fairfield Drainage District

County Manager Bill Rich reported Commissioner Benjamin Simmons and Joseph B. Williams, Secretary for Fairfield Drainage District No. 7, have asked that a letter from the Board be sent to NCDOT requesting permission to remove the trees from the East side of Highway 94, (approximately 1.5 miles) so they will not impede the drainage of that section.

Commissioner Fletcher moved to send a letter to North Carolina Department of Transportation requesting permission to remove trees from the East side of Highway 94 in Fairfield Drainage District No. 7. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

Amendment to the Employee Eligibility on The Records Retention Schedule

Clerk to the Board Lois Stotesberry reported The NC Department of Cultural Resources, Division of Archives and Records, has reported the language used in their local records schedules regarding employee eligibility records, the I-9 Verification Form required by U.S. Citizenship and Immigration

NCDOT - North Carolina Department of Transportation

Ferry Division To Host Public Meetings On Passenger Ferry Study Tuesday, August 25, 2015

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(MANN'S HARBOR) - Midway through a study on the possibility of passenger-only ferry service directly between Hatteras and Ocracoke Village, the North Carolina Department of Transportation's Ferry Division will host two public meetings on the topic August 31 and September 1.

The meetings will be an open forum, where members of the public can stop by at their convenience and offer questions and comments about the Passenger Ferry Feasibility Study and its findings to Ferry Division Officials and representatives from Volkert, the firm conducting the study.

"We'll be presenting the public with the study's findings to this point," said Ferry Division Director Ed Goodwin. "We have several options for the number and types of boats we could start out with, as well as ideas on parking and dock improvements on both sides. We definitely want to get the public's feedback before we proceed with a plan."

The scheduled meetings are:

- August 31, 5-7 p.m. at the Ocracoke Community Center, 999 Irvin Garrish Highway, Ocracoke.
- September 1, 5-7 p.m. at the Graveyard of the Atlantic Museum, 59200 Museum Drive, Hatteras.

The Passenger Ferry Feasibility Study began earlier this year and has included meetings with the public and local stakeholders, as well as a ferry passenger survey and test runs by the Provincetown III, a catamaran-style passenger ferry based out of Boston. The survey is scheduled to be completed by the end of the year.

(NCDOT)



[Click this image to view at original resolution](#)

Caption: The Provincetown III visited Ocracoke May 4

Board of Commissioners

Barry Swindell, Chair
Earl Pugh, Jr., Vice-chair
Ben Simmons
John Fletcher
Dick Tunnell

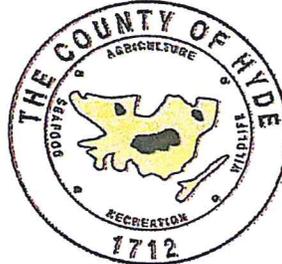
COUNTY OF HYDE

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

Bill Rich
County Manager

Fred Holscher
County Attorney

Lois Stotesberry, CMC, NCCCC
Clerk to the Board



January 27, 2015

Honorable Pat McCrory
Governor of North Carolina
20301 Mail Service Center
Raleigh, NC 27699-0301

Dear Governor McCrory,

Hyde County Board of Commissioners hereby endorse and support Dare County Board of Commissioner's request for assistance with the situation at Hatteras Inlet involving the State's portion of the channel. Relocating buoys in the federal channel to an unmarked portion of the State channel is needed to protect our watermen from shoaling conditions at Hatteras Inlet.

We ask that you take swift and decisive action on behalf of Dare County in negotiating with the federal agencies and issuing whatever Emergency Declaration may be necessary to expedite this matter.

Respectfully submitted,



Barry Swindell, Chairman

Cc: County Commissioners
Fred Holscher, County Attorney
Bill Rich, County Manager

Lois Stotesberry

From: NCACC <communications=ncacc.org@mail180.atl21.rsgsv.net> on behalf of NCACC <communications@ncacc.org>
Sent: Thursday, August 27, 2015 4:58 PM
To: Will
Subject: Thank you for attending the 108th NCACC Annual Conference – Share feedback and view presentations, publications and photos

2015 NCACC Annual Conference in Pitt County

[View this email in your browser](#)



**NORTH CAROLINA ASSOCIATION
OF COUNTY COMMISSIONERS**

BRINGING COUNTIES TOGETHER

**108TH ANNUAL CONFERENCE
AUGUST 20-23, 2015 | PITT COUNTY**

Thank you for attending the

108th Annual Conference in Pitt County!



We hope you found all the conference had to offer – from educational programs to networking opportunities – enjoyable and worthwhile. Please [click here](#) to provide feedback on your experience so we can continuously improve your NCACC Annual Conference experience.

Be sure to mark your calendars for the 109th NCACC Annual Conference to be held August 11-14, 2016 in Forsyth County at Twin City Quarter, Winston-Salem!

Helpful Links

108th NCACC Annual Conference

- [Program Presentations & Handouts](#)
- [Annual Report Video](#)
- [Sponsors](#)



COUNTY OF HYDE

30 Oyster Creek Road
PO Box 188
SWAN QUARTER, NORTH CAROLINA 27885
www.hydecourtnc.gov
252-926-4400

Hyde County, NC News Release

FOR IMMEDIATE RELEASE: August 27, 2015

CONTACT: Sarah Johnson, Public Information Officer
252-542-0842, sarah.johnson@hydecourtnc.gov

Hyde County 4-H Member Attends NCACC Youth Summit

Jessica Cahoon, a 4-H youth member from Hyde County, attended the sixth annual North Carolina Association of County Commissioners (NCACC) Youth Summit, held August 21-22 in Greenville, N.C.

North Carolina 4-H and the North Carolina Cooperative Extension Service partnered for the sixth consecutive year with the NCACC on a multi-year initiative to increase youth involvement in county government. The initiative aims to overcome the mindset that many youth are disengaged and lack trust in government. Over 100 youth and adults from 80 North Carolina counties attended the event. The event is sponsored and supported by the NCACC.



Photo (left to right): Earl Pugh Jr., Hyde County Commissioner; Jessica Cahoon, Hyde County 4-H member; Bill Rich, Hyde County Manager

For more information about the 4-H program in Hyde County please contact Director Natalie Wayne, (252) 926-4489. The 4-H program is the youth education program of N.C. Cooperative Extension, based at NCSU and NC A&T State University. More than 232,000 young people ages 5-18 participate in North Carolina 4-H activities each year with the help of more than 20,563 adult and youth volunteers.

-###-

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Brown holds press conference to tout sales tax plan

The back-and-forth between the two legislative chambers over the Senate’s finance plan continued this week with a news conference sponsored by Sen. Harry Brown of Onslow County. Local officials, including county commissioners, from areas of the state that would gain revenue from the plan were invited to the event by Sen. Brown and other members of the Senate. Several commissioners spoke in support of the proposal, and Sen. Brown emphatically called on the House, Gov. Pat McCrory and other stakeholders to follow his lead in helping struggling regions.



Following the news conference, Gov. McCrory restated his opposition to redistributing local sales taxes and announced his intention to veto any legislation containing such a plan, including the budget bill. House finance leaders continue to oppose the approach, and legislative watchers anticipate the issue will be one that keeps the session from concluding anytime soon.

NCACC staff continue to have individual conversations with House and Senate leaders and with the Governor’s office, and we thank them for their accessibility and regularly engaging us in the dialogue as we push for a solution that will benefit all 100 counties.

North Carolina Department of Transportation
Division of Highways
Request for Addition to State Maintained Secondary Road System

North Carolina

County of Hyde

Road Description Maurice Ballance Road

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Hyde requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

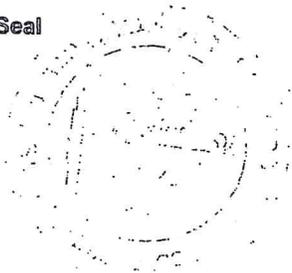
NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Hyde that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Hyde at a meeting on the 6th day of April, 2015.

WITNESS my hand and official seal this the 6th day of April, 2015.

Official Seal



Clerk, Board of Commissioners
County of Louis Staterberry

PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways

1 **Report – Assistant County Manager Will Doerfer:**

2 Will Doerfer, Assistant to County Manager Rich, reported on various projects he has worked on
3 over the past month. He is working on the relocation of the Ocracoke EMS station, the NCACC
4 Project Innovation, and he is helping HR Director Tammy Blake with a new personnel policy.
5

6 **Perceptions of Coastal Environmental and Economic Change, ECU Report:**

7 Professor Christine Avenarius of East Carolina University presented findings from a study about
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9 section of the report focused on the mainland only and included feedback from 45 citizens. The
10 report will be sent to scientists and policy makers to provide information on public perception.
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12 **ADA Beach Accessibility Update:**

13 County Planner Kris Noble reported she has worked with the National Park Service to inventory
14 existing Americans with Disabilities Act (ADA) amenities at Ocracoke beaches. Currently, ADA
15 access for off-road-vehicles (ORV) is not offered at a discounted rate. The “lifeguard beach”
16 access could be converted for ADA access if a ramp was built on the ocean side of the boardwalk.
17 Park Ranger Ed Fuller does have three wheelchairs equipped for beach use and he is ordering
18 two more. Ms. Noble asked the Commissioners authorize her to write a letter to the NPS for
19 ADA upgrades in the Park including a free ORV permit for disabled individuals, an ADA
20 accessible ramp at the “lifeguard beach”, and increased marketing of beach wheelchairs.
21

22 Commissioner Fletcher moved to authorize Kris Noble to write a letter on behalf of the Board of
23 Commissioners to the National Park Service with a list of requested changes to better
24 accommodate visitors with disabilities to the beaches on Ocracoke. Mr. Tunnell seconded the
25 motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Simmons, Swindell
26 and Tunnell; Nays – None; Absent or not voting – None.
27

28 **IOMAX USA Testing/Engelhard Airport:**

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32

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35 Oyster and Clam Company to purchase oyster seeds and necessary equipment for the year-round
36 cultivation of oysters. Due to the timing of growing oysters from spat, the business owners are
37 requesting the loan be approved as soon as possible.
38

39 Commissioner Tunnell moved to approve the revolving loan request of \$15,000 to the Devil
40 Shoal Oyster and Clam Company contingent upon the approval of the Hyde County Revolving
41 Loan Committee. Mr. Fletcher seconded the motion. The motion passed on the following vote:
42 Ayes – Fletcher, Pugh, Simmons, Swindell and Tunnell; Nays – None; Absent or not voting –
43 None.



DRAFT

Sheriff's Department Crime Report:

Hyde County Sheriff Guire Cahoon provided a crime report for the year-to-date. Commissioner Fletcher requested that the Sheriff's Department provide a basic, monthly crime report to help deter false rumors about crime. Sheriff Cahoon agreed to his request.

4th of July State Trooper:

Commissioner Fletcher moved to have the County Manager send correspondence to the County's State Representative, approximately 10 days prior to any national holiday, stating that the people of Ocracoke do not need state law enforcement during holidays. The motion died for lack of a second.

Ocracoke Noise Ordinance:

Ocracoke residents Sean Death and Ann Eringhaus presented their individual views on the Noise Ordinance with specific reference to the Ocracoke Bar and Grille. Mr. Death suggested that a specific decibel level be used for regulating noise from 10:00 p.m. to 7:00 a.m. Ms. Eringhaus noted a committee of eight people representing bar owners, musicians, commissioners, and residents created the ordinance after 8-9 months of research. She asked that the ordinance be used to protect community.

After discussion, Commissioner Fletcher moved for the County Attorney to draft additional language for the noise ordinance to regulate noise between 10:00 p.m. and 7:00 a.m. without specifying the exact decibel level, which will be determined by the Board of Commissioners. The motion died for lack of a second.

Manager Rich agreed to Commissioner Pugh's request that he research pertinent case studies from other towns and counties regarding noise ordinances and report back to the Board in September.

Budget Revisions:

County Manager Rich presented the FY14-15 Rural Operating Assistance Program Budget Revision on behalf of Hyde Transit.

Finance Officer Corrinne Gibbs presented four budget revisions and 14 year-end budget revisions/journal entries for Board approval.

Commissioner Swindell moved to approve all of the budget revisions. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Simmons, Swindell and Tunnell; Nays – None; Absent or not voting – None.

Management Reports:

Commissioner Fletcher – attended the Ocracoke Planning Advisory Board meeting.

Commissioner Pugh – attended the Albemarle Association meeting.

Commissioner Simmons – attended the Albemarle RPO meeting regarding Oregon Inlet and the Bonner Bridge.

Commissioner Swindell – reported no activity.

Commissioner Tunnell – reported no activity.

Manager Rich – reported that he was recently notified that Hyde County will receive \$1.2 million in funding to join Dare and Tyrrell Counties to create a joint Regional Emergency Communications Center. He noted that Lois Stotesberry returned from the hospital this afternoon. Mr. Rich mentioned that Tony Tata resigned from his post as Secretary of the Department of Transportation. He also stated that Finance Officer Corrinne Gibbs will start providing monthly sales tax reports.

Public Comments:

Vice Chairman Pugh called for comments from the public.



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