

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

**Meeting Date:** April 6, 2020  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes - Memorandum of Agreements between NCORR and Hyde County: State Grant and State Loan

**ITEM TITLE:** MOAs Between NCORR and Hyde County

The MOA for State Grant Agreement is for an amount of \$500,000 from the North Carolina Office of Recovery and Resiliency ("NCORR") to Hyde County. This agreement shall be effective April 6, 2020 or after approval of the County Attorney and signed by the County Manager. The agreement shall terminate on March 16, 2023 or upon the full expenditure of grant funds and the submission of RECIPIENT'S final report, whichever comes first.

The grant funds will be utilized to:

- ❖ Contract with experienced individual(s) to assist the County with FEMA programs, reimbursement, and managing project documentation. This individual will also assist county with long-term recovery and resiliency planning and project implementation, including identifying funding opportunities for resilient housing and business recovery. This is a 3 year contract position.
- ❖ Hire a full time Grant Administrator to work with local government staff, consulting staff, state and federal partners and individual citizen applicants to manage grant funding including but not limited to CDBG DR, HMGP, FMA, Golden Leaf, OSBM and other funding sources.
- ❖ Complete an affordable housing study for Ocracoke Village.

The MOA for State Loan Agreement is for an amount of \$1,000,000 from the NCORR to Hyde County. This agreement shall be effective April 6, 2020 or after approval of the County Attorney and signed by the County Manger. The agreement shall terminate on March 16, 2023 or upon the full expenditure of grant funds and the submission of RECIPIENT'S final report, which ever comes first.

The loan funds will be utilized for:

- ❖ Temporary Cash Assistance to Local Governments
- ❖ This principal-only loan does not carry interest charges or administrative fees. Upon signature of this agreement by the parties, the funds will be transferred to RECIPIENT according to the agreed upon schedule (see attached). The completed transfer schedule is incorporated as part of this agreement.

**RECOMMEND:**

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MOTION MADE BY: \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

MOTION SECONDED BY: \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

VOTE: \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

1. APPROVE MOA FOR GRANT FUNDS BETWEEN NCORR AND HYDE COUNTY PENDING COUNTY ATTORNEY APPROVAL.
2. APPROVE MOA FOR LOAN FUNDS BETWEEN NCORR AND HYDE COUNTY PENDING COUNTY ATTORNEY APPROVAL.

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MOTION MADE BY:  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

MOTION SECONDED BY:  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

VOTE:  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

# Schedule of Loan Proceed Disbursements

NC Office of Recovery and Resiliency

Month	Year	Amount of Disbursement
February	2020	
March	2020	
April	2020	
May	2020	
June	2020	
July	2020	
August	2020	
September	2020	
October	2020	
November	2020	
December	2020	
January	2021	
February	2021	
March	2021	
April	2021	
May	2021	
June	2021	
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January	2022	
February	2022	
March	2022	
April	2022	
May	2022	
June	2022	
July	2022	
August	2022	
September	2022	
October	2022	
November	2022	
December	2022	
January	2023	
February	2023	

**Total Loan Proceeds** \$ -

**STATE REVOLVING LOANS FOR TEMPORARY CASH ASSISTANCE TO LOCAL GOVERNMENTS**

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY  
AND  
Hyde County

**Loan Number:** NCORR-TCALG-22  
**MOA Amount:** \$1,000,000  
**Period of Performance:** 3 Years from Date of Execution  
**Recipient Tax ID/EIN:** 56-6000308

**PURPOSE:**

This agreement is hereby entered into by and between the North Carolina Department of Public Safety, Office of Recovery and Resiliency ("NCORR") and Hyde County ("RECIPIENT") (referred to collectively as the "Parties") to provide assistance under NCORR's State Revolving Loans for Temporary Cash Assistance to Local Governments. This agreement is authorized pursuant to Section 1.5.(1) of North Carolina Session Law 2018-138 and Section 1.2 (3a) of North Carolina Session Law 2019-250.

**1. EFFECTIVE TERM:**

This agreement shall be effective starting March 10, 2020 and shall terminate on March 10, 2023 or upon the full repayment of loan proceeds and the submission of RECIPIENT'S final report, which ever comes first.

**2. NCORR'S DUTIES & PAYMENT PROVISIONS:**

NCORR shall ensure that funds allocated and disbursed pursuant to Session Law 2018-138 and Session Law 2019-250, comply with the intent and guidance found in the Session Law and ensure compliance with related state statutes and financial management standards.

NCORR shall disburse to RECIPIENT a total of \$1,000,000 for the purposes set out in RECIPIENT'S loan application (see attached). This principal-only loan does not carry interest charges or administrative fees. Upon signature of this agreement by the parties, the funds will be transferred to RECIPIENT according to the agreed upon schedule (see attached). The completed transfer schedule is incorporated as part of this agreement.

**3. RECIPIENT'S DUTIES:**

RECIPIENT agrees as follows:

- a. Before and during the term of this agreement, RECIPIENT will use loan proceeds to cover expenses that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance program, National Flood Insurance Program (NFIP), or other federal reimbursement program, as listed in RECIPIENT'S loan application.
- b. After the first nine months of the loan term, RECIPIENT may submit to NCORR a recommended loan budget to redirect and reprogram any unobligated proceeds to uses not covered in the original loan proposal. Any proposed purposes must be eligible for federal reimbursement as covered in Section 3(a) of this agreement.

- c. Both NCORR and RECIPIENT agree that this agreement shall be interpreted as to not minimize or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT acknowledges and agrees that every reasonable effort will be sought to secure reimbursement from the federal government for expenses that will be temporarily covered by loan proceeds under this agreement.
- e. Once RECIPIENT receives reimbursement from the federal government for expenses covered under this agreement, RECIPIENT shall repay NCORR the equivalent amount of loan proceeds within 5 business days of receipt of federal reimbursement.
- f. RECIPIENT agrees that loan proceeds received through this agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this agreement. For end-of-year financial reporting purposes, this separate fund should be consolidated with the General Fund of the reporting entity.
- g. RECIPIENT understands and acknowledges the total direct loan funding level available under this agreement is \$1,000,000.00

#### **4. QUARTERLY PROGRESS REPORTS:**

RECIPIENT agrees to provide Quarterly Progress Reports to be sent electronically from RECIPIENT to NCORR and shall at a minimum include:

- a. Period beginning balance of the outstanding loan amount
- b. Total expenditures incurred or disbursed (aggregate totals):
  - i. For each purpose set out in the loan application;
  - ii. For the period, year to date, and loan period; and
  - iii. A brief description of specific expenses funded with awarded loan funds for the quarter.
- c. Period ending loan proceeds balance of RECIPIENT.
- d. Period beginning balance of the outstanding loan principal to be repaid.
- e. Total loan payments made to NCORR for the quarter.
- f. Period ending outstanding loan principal to be repaid.

Quarterly Progress Reports shall be emailed to [ncorrgrants@ncdps.gov](mailto:ncorrgrants@ncdps.gov). Reporting Deadlines are on April 7, July 7, October 7, and January 7 of each year of this agreement. ATTACHMENT A is a copy of the quarterly progress report template.

#### **5. AGREEMENT ADMINISTRATORS:**

All notices permitted or required to be given by one Party to the other and all questions about the agreement from one Party to the other shall be addressed and delivered to the other Party's agreement Administrator. The

name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its agreement Administrator by giving timely written notice to the other Party.

For NCORR	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Mary Massey NCORR Budget Manager PO Box 110465 Durham, NC 27709	Mary Massey NCORR Budget Manager Mary.Massey@ncdps.gov

For RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Hyde County 30 Oyster Creek Road Swan Quarter, NC 27885 knoble@hydecountync.gov 252-926-4178	Hyde County 30 Oyster Creek Road Swan Quarter, NC 27885 knoble@hydecountync.gov 252-926-4178

**6. MONITORING AND AUDITING:**

RECIPIENT acknowledges and agrees that, from and after the date of execution of this agreement and for three (3) years following this agreement's termination, RECIPIENT's books, records, documents and facilities are subject to being audited, inspected and monitored at any time by NCORR upon its request (whether in writing or otherwise). RECIPIENT further agrees to provide NCORR staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Budget and Fiscal Control Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

**7. SITUS AND EXCLUSIVE VENUE:**

This agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this agreement shall be filed in State court in Wake County, North Carolina.

**8. COMPLIANCE WITH LAW:**

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their Loan performance under this agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

## **9. CLAW-BACK:**

NCORR reserves the right to de-obligate any remaining loan proceeds after this agreement's expiration date or before the expiration date of this agreement, should RECIPIENT violate the terms of this agreement or should it become apparent to NCORR that RECIPIENT will not be able to expend the funds prior to the expiration date of this agreement. NCORR may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCORR deems RECIPIENT has spent loan funds on ineligible uses. Before taking either of these actions, NCORR will provide RECIPIENT thirty (30) days notice to cure and will make every effort to resolve the problem informally.

## **10. TERMINATION OF AGREEMENT:**

This agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCORR for convenience, with 30 days' notice given to RECIPIENT;
- c. By NCORR for cause, if: (1) RECIPIENT violates the terms of this agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of notice of violation from NCORR, (2) NCORR determines RECIPIENT has made a misrepresentation in connection with this loan; or (3) RECIPIENT abandons or otherwise ceases to continue to make reasonable progress towards completion of the tasks funded by this agreement; or
- d. RECIPIENT repays the loan amount in full, prior to the term end date. Section 6 of this agreement remains in effect beyond the termination date.

In the event of termination, NCORR may require the return of unspent funds. NCORR may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this agreement.

## **11. AMENDMENTS:**

This agreement may be amended in writing, executed by both NCORR and RECIPIENT. If RECIPIENT requests a term extension or revision of agreement terms, it shall provide to NCORR for review and approval a detailed request that includes documented financial management reason(s) for amending the terms of this agreement.

## **12. AGREEMENT CLOSE-OUT PROCESS:**

RECIPIENT agrees to submit to NCORR a complete performance and expenditure status report (final report) within ninety (90) days after: (i) expiration of the agreement term or (ii) March 31, 2023, whichever comes first.

## **13. TAXES:**

RECIPIENT shall be responsible for any tax obligations incurred in connection with this agreement.

## **14. E-VERIFY:**

If this agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this agreement.

**15. WARRANTY:**

RECIPIENT will hold NCORR harmless for any liability and personal injury that may occur from or in connection with the performance of this agreement to the extent permitted by the North Carolina Tort Claims Act. This agreement is intended for the sole and exclusive benefit of the Parties. This agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

**16. SEVERABILITY:**

Nothing in this agreement is intended to conflict with current laws or regulations of the United States, the State of North Carolina, or Department of Public Safety. If a term of this agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

**17. ENTIRE AGREEMENT:**

This agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral and written statements or agreements.

**18. EXECUTION AND EFFECTIVE DATE:**

This agreement shall become effective upon return of this agreement, properly executed on behalf of the RECIPIENT, to NCORR, and will become binding upon execution of all Parties to the agreement.

**19. AUTHORIZED SIGNATURE WARRANTY:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**  
**[signatures on following pages]**

**In Witness Whereof**, the RECIPIENT and NCORR have executed this Agreement and intend to be bound by its terms.

SIGNING ON BEHALF OF NCORR:

SIGNING ON BEHALF OF RECIPIENT:

\_\_\_\_\_  
Michael A. Sprayberry  
Director, North Carolina Office of  
Recovery and Resiliency

\_\_\_\_\_  
Kris Noble, Manager  
Hyde County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO PROCEDURES BY:

\_\_\_\_\_  
Jonathan Doerr, Deputy General Counsel  
Lead Counsel for NCORR

\_\_\_\_\_  
Darlene Langston, Acting Controller  
Department of Public Safety

\_\_\_\_\_  
Date

# STATE GRANTS FOR FINANCIALLY DISTRESSED LOCAL GOVERNMENTS

## MEMORANDUM OF AGREEMENT BETWEEN THE NORTH CAROLINA OFFICE OF RECOVERY AND RESILIENCY AND HYDE COUNTY

GRANT NUMBER: NCORR-FDLG-037

MOA AMOUNT: \$500,000

PERIOD OF PERFORMANCE: 3 YEARS FROM THE DATE OF ENACTMENT RECIPIENT

TAX ID/EIN: 56-6000308

### **PURPOSE:**

This Grant Agreement is hereby entered into by and between the North Carolina Office of Recovery and Resiliency ("NCORR") and Hyde County. This Agreement is authorized pursuant to Section 2.1 (4c) of North Carolina Session Law 2019-224 and Section 1.2 (3b) of North Carolina Session Law 2019-250.

### **1. EFFECTIVE TERM:**

This Agreement shall be effective starting March 16, 2020 and this Agreement shall terminate on March 16, 2023 or upon the full expenditure of grant funds and the submission of RECIPIENT'S final report, which ever comes first.

### **2. NCORR'S DUTIES & PAYMENT PROVISIONS:**

NCORR shall ensure that funds allocated and disbursed pursuant to Session Law 2019-224 and Session Law 2019-250, comply with the intent and guidance found in the Session Law and ensure compliance with related state statutes and financial management standards.

NCORR shall disburse to Hyde County, a total of \$500,000 for the purposes set out in RECIPIENT'S application for grant funds (see attached). Upon signature of this agreement by the parties, the funds will be transferred to RECIPIENT within 5 business days.

### **3. RECIPIENT'S DUTIES:**

RECIPIENTS shall provide the following information:

- a. RECIPIENT agrees it shall, before and during the term of this Agreement, use the grant award to cover the costs of (i) non-disaster-related operating expenses; (ii) disaster-related expenses denied by the federal government for reimbursement; and (iii) disaster recovery capacity building expenses listed in RECIPIENT'S grant application.
- b. RECIPIENT shall not expend awarded grant funds on federally reimbursable expenses under the Federal Emergency Management Agency (FEMA) Public Assistance program or the National Flood Insurance Program (NFIP), the Community Development Block Grant for Disaster Recovery (CDBG-DR), or any other federally reimbursable expense.
- c. After the first nine months of the grant period, RECIPIENT may submit to NCORR a recommended grant budget to redirect and reprogram any unobligated award funds to uses not covered in the original grant proposal. Allowable proposed uses include:

- i. General operating expenses such as payroll, non-disaster-related vendor payments, and debt service or disaster recovery capacity building, or
  - ii. Building disaster recovery capacity through hiring up to two time-limited positions not to exceed 3 years, the purchase of a vehicle to support disaster recovery; the purchase of contracted disaster recovery services, or entering into agreements with other governmental agencies of RECIPIENT'S area Council of Government.
- d. Both NCORR and RECIPIENT agree that this Agreement shall be interpreted as to not minimize or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
  - e. RECIPIENT agrees that grant funds paid through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with grant funding allocations described in Section 2 above. For end-of-year financial reporting purposes, this separate fund should be consolidated with the General Fund of the reporting entity.
  - f. RECIPIENT understands and acknowledges that total direct Grant program funding level available under this Agreement is \$500,000

#### 4. QUARTERLY PROGRESS REPORTS:

RECIPIENT agrees to provide Quarterly Progress Reports to be sent electronically from RECIPIENT to NCORR and shall at a minimum include:

- a. Period beginning balance of the Unspent Grant Amount
- b. Total expenditures incurred or disbursed (aggregate totals):
  - i. For each purpose set out in the grant application (payroll, vendor payments, engineering services contract for disaster recovery, etc.),
  - ii. For the period, year to date, and grant period, and
  - iii. Brief description of specific expenses funded with awarded grant funds for the quarter.
- c. Period ending Grant balance of RECIPIENT.

Quarterly Progress Reports shall be emailed to [ncorrgrants@ncdps.gov](mailto:ncorrgrants@ncdps.gov). Reporting Deadlines are on April 7, July 7, October 7, and January 7 of each year of this agreement. ATTACHMENT A is a copy of the quarterly progress report template.

#### 5. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

<b>For NCORR</b>	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Mary Massey NCORR Budget Manager PO Box 110465 Durham, NC 27709	Mary Massey NCORR Budget Manager Mary.Massey@ncdps.gov

<b>For RECIPIENT</b>	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Hyde County 30 Oyster Creek Road Swan Quarter, NC 27885 knoble@hydecountync.gov 252-926-4178	Hyde County 30 Oyster Creek Road Swan Quarter, NC 27885 knoble@hydecountync.gov 252-926-4178

**6. MONITORING AND AUDITING:**

RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for three (3) year following its termination, the books, records, documents and facilities of RECIPIENT are subject to being audited, inspected and monitored at any time by NCORR upon its request (whether in writing or otherwise). RECIPIENT further agrees to provide NCORR staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Budget and Fiscal Control Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by RECIPIENT and are subject to change.

**7. SITUS:**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

**8. COMPLIANCE WITH LAW:**

RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the Grant terms and RECIPIENT responsibilities described in this Agreement. RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their Grant performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. Recipient is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

**9. CLAW-BACK:**

NCORR reserves the right to de-obligate any remaining award funds after this Agreement's expiration date or before the expiration date of this Agreement, should RECIPIENT violate the terms of this Agreement or should it become apparent RECIPIENT will not be able to expend the funds prior to the expiration date of this Agreement.

**10. TERMINATION OF AGREEMENT:**

This Agreement may be terminated, if RECIPIENT repays the grant amount in full, prior to the term end date. Section 6 shall survive termination as explained in that section.

**11. AMENDMENTS:**

This Agreement may be amended in writing which documents approval of changes by both NCORR and RECIPIENT. If RECIPIENT requests a term extension or revision of Agreement terms, it shall provide to NCORR for their review and approval a detailed request that includes documented financial management reason(s) for amending the terms of this Agreement.

**12. AGREEMENT CLOSE-OUT PROCESS:**

RECIPIENT agrees to submit to NCORR a complete performance and expenditure status report (final report) within ninety (90) days after: (i) expiration of the Agreement term or (ii) March 2, 2023 whichever comes first.

**13. AUTHORIZED SIGNATURE WARRANTY:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

**In Witness Whereof**, RECIPIENT and NCORR have executed this Agreement in triplicate originals, with one original being retained by each party.

**HYDE COUNTY**

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AUTHORIZING OFFICIAL

Date

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Printed Name

Title

**NORTH CAROLINA OFFICE OF RECOVERY & RESILIENCY**

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AUTHORIZING OFFICIAL

Date

Printed Name

Title

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DRAFT

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

**Meeting Date:** April 6, 2020  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes - Letter

**ITEM TITLE:** Approval of Job Descriptions into the Hyde County Pay Plan

**SUMMARY:** The County Manager is requesting the following two job descriptions be approved and adopted into the County's Pay Plan:

- Grant Administrator
- Land Records Manager

**RECOMMEND:**  
1. APPROVE JOB DESCRIPTIONS AND ADOPT INTO COUNTY'S PAY PLAN.

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<b>MOTION MADE BY:</b> ___ PUGH	<b>MOTION SECONDED BY:</b> ___ PUGH	<b>VOTE:</b> ___ PUGH
___ SIMMONS	___ SIMMONS	___
___ PAHL	___ PAHL	___
___ SWINDELL	___ SWINDELL	___
___ TOPPING	___ TOPPING	___

## Board of Commissioners

Earl Pugh, Jr., Chair  
Tom Pahl, Vice-Chair  
Benjamin Simmons, III  
Shannon Swindell  
James Topping

# COUNTY OF HYDE

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

Kris Cahoon Noble  
County Manager

Franz Holscher  
County Attorney

Lois Statesberry, CMC, NCCCC  
Clerk to the Board



## Job Description

Grant Administrator

Salary Range: \$39,611 - \$67,060

Salary Grade:

THIS VACANCY ANNOUNCEMENT IS FOR ONE TIME-LIMITED FULL-TIME GRANT FUNDED POSITION. FUNDING FOR THIS POSITION IS FOR THREE YEARS.

### **Nature of the Job**

This position works with a team on the implementation and monitoring of grant programs. This position follows grant awards, and on a monthly basis monitors project cash flow to ensure that projects are on schedule financially. This position is required to review monthly reimbursement reports for accuracy before final submission to fiscal section for payment.

This position monitors grant awards to determine compliance with Federal and State financial and program guidelines and to determine progress toward stated goals, objectives and daily activities. This position is required to submit financial reports to be reviewed by the County Manager. Reports include funding utilization reports, subrecipients monthly reporting, quarterly reports.

### **Knowledge, Skills and Abilities / Competencies**

Listed below are the knowledge, skills and abilities (KSAs) associated with this position.

These KSAs, along with the minimum education and experience listed, are required in order to be deemed "eligible" for the position. Therefore, you must demonstrate or provide supporting information within the body of your application to demonstrate your possession of each KSA listed.

Qualified applicants must possess, and applicant must clearly reflect work experience that demonstrates the following:

- Demonstrated working knowledge of federal and/or state grants.
- Demonstrated working knowledge of financial reporting.
- Demonstrated working knowledge of program monitoring.
- Ability to communicate in a clear and concise manner (written and/or oral).
- Ability to work within a team as well as independently.
- MANAGEMENT PREFERENCE
- Proficient with MS Office and basic database software.

## **Minimum Education And Experience Requirements**

*Bachelor's degree in accounting, finance, business administration, public administration, or a related discipline from an accredited institution or an equivalent combination of education and experience.*

# Land Records Manager

*Dept/Div: Tax/Assessment*

*FLSA Status: Exempt*

## General Definition of Work

Performs complex skilled technical work planning, organizing and directing the activities of the land records program, and related work as apparent or assigned. Work is performed under the limited supervision of the County Assessor.

## Qualifications Requirements

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

## Essential Functions

Oversees all processes involving document transfers, land/title ownership or land surveying issues, conveyance laws, eminent domain, special proceedings, administration of decedents estates, and listing of planned unit developments, condos and townhouses. Composes legal descriptions and resolves errors in existing legal descriptions. Conducts a periodic audit of the County tax records and resolves errors as necessary. Establishes and implements the listing and mapping procedures and policies for the County. Generates tax correction forms; verifies tax certifications. Provides document interpretation and backup support to the County Assessor. Updates drainage assessment information. Serves as liaison between the County Attorney, attorneys, surveyors, other county departments and the taxpayers/general public.

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## Knowledge, Skills and Abilities

Comprehensive knowledge of the capabilities of automated mapping and geographic information processing systems; comprehensive knowledge of appraisal and tax office operations; thorough knowledge of automated mapping and information processing methods and techniques; knowledge of GIS hardware and software components, data communication and network methods and techniques; thorough knowledge of land surveying techniques; general knowledge of cartographic principles, automated mapping, GIS database design and structure; ability to plan and supervise work; ability to train employees in the operation of computer graphics hardware and software; ability to deal tactfully and courteously with the public; ability to interpret and explain laws, policies and procedures; ability to communicate effectively, both orally and in written form; ability to establish and maintain effective working relationships with County officials, realtors, attorneys, other departments, and the general public.

## Physical Requirements

This work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 25 pounds of force; work regularly requires standing, walking, speaking or hearing, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms and pushing or pulling; occasionally requires sitting, using hands to finger, handle or feel, lifting and repetitive motions, work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of spoken word and conveying detailed or important instructions to others accurately, loudly or quickly, hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, operating machines and observing general surroundings and activities, work occasionally requires exposure to fumes or airborne particles and exposure to the risk of electrical shock; work is generally in a moderately noisy location (e.g. business Office, light traffic).

## Special Requirements

Certified NC State Property Mapper within three (3) years. Certified NC State Mapper's Association Senior Mapper with five (5) years. Valid driver's license in the State of North Carolina.

*Last Revised: 5/16/2019*

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

**Meeting Date:** April 6, 2020  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes - Ranking Sheets

**ITEM TITLE:** Award of CDBG-NR Professional Services Contract

**SUMMARY:** The attached two ratings sheets are submitted as backup documentation for the recommendation of professional services awards for the CDBG-Neighborhood Revitalization project.

A request for asbestos inspection services was released, however only one asbestos inspection proposal was received. Another RFP for asbestos inspections is being released.

The attached two sheets represent ratings from Holland Consulting Planners for both surveying and legal services.

HCP recommends award of surveying services to Sorrell Land Surveying. HCP recommends award of legal services to Rodman, Holscher, Peck and Edwards.

**RECOMMEND:**

1. AWARD CDBG-NR PROFESSIONAL SURVEYING SERVICES CONTRACT TO SORRELL LAND SURVEYING.
2. AWARD CDBG-NR PROFESSIONAL LEGAL SERVICES CONTRACT TO RODMAN, HOLSCHER, PECK AND EDWARDS.

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MOTION MADE BY:	<input type="checkbox"/> PUGH	MOTION SECONDED BY:	<input type="checkbox"/> PUGH	VOTE:	<input type="checkbox"/> PUGH
	<input type="checkbox"/> SIMMONS		<input type="checkbox"/> SIMMONS		<input type="checkbox"/>
SIMMONS					
	<input type="checkbox"/> PAHL		<input type="checkbox"/> PAHL		<input type="checkbox"/>
PAHL					
	<input type="checkbox"/> SWINDELL		<input type="checkbox"/> SWINDELL		<input type="checkbox"/>
SWINDELL					
	<input type="checkbox"/> TOPPING		<input type="checkbox"/> TOPPING		<input type="checkbox"/>
TOPPING					

Hyde County CDBG-Neighborhood Revitalization Program  
 Summary Rating Sheet for Surveying Services Proposals

March 25, 2020

Rating Factor	Max Points	Firms		
		Hood Richardson	Sorrell Land Surveying	
Experience with legal boundary surveys/community development projects	30	28	28	
Experience of proposed project team	40	38	38	
Average response time	15	13	14	
Availability	15	13	14	
<b>Total Points</b>	<b>100</b>	<b>92</b>	<b>94</b>	

Notes: Recommend award of contract to Sorrell Land Surveying.

Rated By: Chris Hilbert

Date: 3/25/2020

Hyde County CDBG-Neighborhood Revitalization Program  
 Summary Rating Sheet for Legal Services Proposals

March 25, 2020

<u>Rating Factor</u>	<u>Max Points</u>	<u>Firms</u>	
		Rodman, Holscher, Peck & Edwards	Misa Raynor
Experience in Hyde County	25	23	23
Community development experience	25	23	23
Average response time	25	23	21
Cost-effectiveness	25	22	23
<b>Total Points</b>	<b>100</b>	<b>91</b>	<b>90</b>

Notes: Recommend award of contract to Rodman, Holscher, Peck & Edwards, P.A.

Rated By: Chris Hilbert

Date: 3/25/2020

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

**Meeting Date:** April 6, 2020  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes

**ITEM TITLE:** Tram Operations Contract

**SUMMARY:**

The attached agreement is made between the North Carolina Department of Transportation and Hyde County. Through the Ocracoke Tram project, the NCDOT purchased a Tram System to help facilitate pedestrian route transit activities related to the passenger ferry project. NCDOT entered into a Lease and Operations Agreement with the County on October 15, 2018.

As a result of Hurricane Dorian, the Tram System vehicles were damaged beyond repair. Hyde County is in the process of obtaining replacement vehicles utilizing Golden Leaf Grant funds. This agreement dictates that funds from the auction of the previously damaged vehicles will be used for the operation and service of the tram system. It also binds the County to participate in the project.

The Project consists of the operation of a tram system to be operated on Ocracoke Island to provide access between the NCDOT ferry dock on Silver Lake and various stops within or near the Village of Ocracoke. This Agreement supersedes the previous agreement between the division and the county. The tram system shall be operated and maintained by the County through a private contractor. Partial funding for operational and maintenance costs associated with the tram system will be provided for under a separate agreement between the NCDOT Integrated Mobility Division (IMD) and Hyde County in an amount of 50% of all expenses, excepting only the maintenance for the tram stops and the repair of the tram building door. Golden Leaf funding has been applied for to repair/upgrade both of the aforementioned items and a favorable funding decision is expected.

The County agrees to operate and maintain the tram system for a minimum of three (3) years, if funding is available through Federal, State or local sources. NCDOT and/or the County reserve the right to cancel the Agreement with a thirty (30) day written notice to the other party.

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MOTION MADE BY: ___ PUGH	MOTION SECONDED BY: ___ PUGH	VOTE: ___ PUGH
___ SIMMONS	___ SIMMONS	___
SIMMONS	___ PAHL	___
___ PAHL	___ PAHL	___
PAHL	___ SWINDELL	___
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SWINDELL	___ TOPPING	___
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TOPPING		

**RECOMMEND:**

- 1. AUTHORIZE THE COUNTY MANAGER AND COUNTY ATTORNEY TO NEGOTIATE AND ENTER INTO THE HYDE COUNTY OCRACOKE TRAM SYSTEM OPERATIONS AGREEMENT.**

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MOTION MADE BY: ___ PUGH	MOTION SECONDED BY: ___ PUGH	VOTE: ___ PUGH
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SIMMONS	___ PAHL	___
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TOPPING		



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

March 17, 2020

Kris Noble  
County Manager  
Hyde County  
P.O Box 188  
Swan Quarter N.C. 27885

Dear Kris Noble,

Enclosed is the new operations and management agreement for the Trams System project. Please have the appropriate officials sign the agreements and return the original to this office for execution by the Department.

If there are any questions or concerns, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Heather J. Hildebrandt".

Heather J. Hildebrandt  
Interim Director – Integrated Mobility Division

Attachments

Cc: Alexius Farris  
Bill Rich

*Mailing Address:*  
NC DEPARTMENT OF  
TRANSPORTATION  
INTEGRATED MOBILITY DIVISION  
1550 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1550

*Telephone:* 919-707-4670  
*Fax:* 919-733-1391  
*Customer Service:* 1-877-368-4968

*Website:* [ncdot.gov](http://ncdot.gov)

*Location:*  
1 SOUTH WILMINGTON STREET  
RALEIGH, NC 27601

NORTH CAROLINA

**OCRACOKE TRAM SYSTEM OPERATIONS  
AGREEMENT**

HYDE COUNTY

DATE: 3/16/2020

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS ELEMENTS: 16SP.6.3.5

HYDE COUNTY

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

**WITNESSETH:**

WHEREAS, the Department received Federal Lands Access Program Grant Funding for resurfacing of parking area on Hatteras Island, construction of new employee parking lot at Ferry Operations Site on Hatteras Island, construction of dock improvements at Hatteras and Ocracoke, construction of passenger ferry(s), and landward amenities to facilitate functionality as recommended by the North Carolina Department of Transportation (NCDOT's) Feasibility Study (dated June 2016) to improve public transportation on Ocracoke Island; and,

WHEREAS, the Hyde County Board of Commissioners is the governing body of Hyde County and has requested that the County enter into an agreement with the Department to facilitate improvements in public transportation on Ocracoke Island; and,

WHEREAS, the Department has received additional state funding to facilitate pedestrian route transit activities related to the aforementioned improvements; and,

WHEREAS, the Department purchased a Tram System to help facilitate pedestrian route transit activities related to the aforementioned improvements, and entered into a Lease and Operations Agreement with the County on 10/15/2018; and,

WHEREAS, the Tram System vehicles were damaged beyond repair as a result of Hurricane Dorian in September 2019; and,

WHEREAS, the County is in the process of obtaining replacement vehicles; and,

WHEREAS, funds from the auction of the previously damaged vehicles will be used for the operation and service of the tram system; and,

WHEREAS, the County has agreed to participate in the project as hereinafter set out.

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

## **SCOPE OF THE PROJECT**

1. The Project consists of the operation of a tram system to be operated on Ocracoke Island to provide access between the NCDOT ferry dock on Silver Lake and various stops within or near the Village of Ocracoke (herein referred to as the "Project"). This Agreement supersedes Agreement ID 7895 previously entered into by the parties.

## **EQUIPMENT AND OPERATIONS**

2. The County will operate a new tram system and use any funds received from auction of the previously leased vehicles for operation and service of the new tram system.
3. The tram system shall be operated and maintained by the County. Operation and maintenance shall include, but not limited to: 1) coordination of tram schedule and route to coincide with the Hatteras-Ocracoke Passenger Ferry arrival and departure time, 2) routine maintenance and repairs of the electric shuttles and trailers, including batteries, 3) storage of the tram system, 4) establishment and maintenance of tram stop locations, 5) procurement and maintenance of appropriate insurance(s) to include coverage for damage to equipment and liability and personal injury, in full effect for the term of this Agreement and 6) administration of the tram service contract and responsibility for meeting the minimum requirements included in the request for proposal issued by Hyde County, as approved by the Department.
4. The County agrees to provide to the Department's Ferry Division Business Office (2300 Ferry Road, Havelock, NC 28532) an annual tram system ridership report, in a format agreed upon by the Parties, for a minimum of three (3) years or longer if the tram system continues in operation. The tram system ridership report shall include, but not be limited, to wait times and percentages of ridership vs. full capacity.

## **FUNDING**

5. Partial funding for operational and maintenance costs associated with the tram system will be provided for under a separate agreement (“Demonstration Agreement”) between the NCDOT Integrated Mobility Division (IMD) (previously NCDOT Public Transportation Division) and Hyde County incorporated by reference.
6. The County agrees by execution of this Agreement, to operate and maintain the tram system for a minimum of three (3) years, if funding is available through Federal, State or local sources. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA as outlined in the (“Demonstration Agreement”).

## **TIMEFRAME**

7. Subject to the provisions stated herein, this Agreement is in effect until 12/31/2021, which corresponds to the NCDOT Public Transportation Division’s (now Integrated Mobility Division) separate funding agreement (the “Demonstration Agreement”).
8. At the end of the above-referenced period, if the County desires to continue operations of the tram system funded by NCDOT Integrated Mobility Division then a request for extension may be submitted by the County in accordance to the policies and procedures established by the Department or FTA as outlined in the (“Demonstration Agreement”).
9. The Department and/or the County reserve the right to cancel the Agreement with a thirty (30) day written notice to the other party. Upon the effective date of the cancellation, neither party shall owe any obligations under this Agreement, except that all obligations performed under this Agreement, including, but not limited to the record retention and reporting for the performance period prior to the effective date of cancellation, shall remain in effect.

## **ADDITIONAL PROVISIONS**

10. To the extent authorized by state and federal claims statutes, the County party shall be responsible for its actions under the terms of this Agreement and save harmless the Federal Highway Administration (FHWA), if applicable, the Department, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages, and/or liabilities of any nature, asserted against the Department in connection with

this Agreement. The Department shall be held harmless from any and all third party claims that might arise on account of the County's negligence and/or responsibilities under the terms of this Agreement.

11. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
12. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the County on 10/15/2018, is ratified and affirmed as therein provided.

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

L.S. ATTEST:

HYDE COUNTY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

(SEAL)

\_\_\_\_\_

(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_

Remittance Address:

Hyde County

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

(CHIEF DEPUTY SECRETARY)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_(Date)

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

**Meeting Date:** April 6, 2020  
**Presenter:** Kris Cahoon Noble  
**Attachment:** No

**ITEM TITLE:** Revolving Loan Fund Payment Forgiveness Extension

**SUMMARY:** Following the destruction of Hurricane Dorian, RLF Manager Bill Rich, requested the board forgive loan payments for 6 months interest free to aid in economic recovery. The extension was granted.

COVID-19 is crippling the spring economic boost the storm-ravaged island so desperately needed and has caused loss of tourism to the mainland during prime spring fishing season. Many businesses are struggling and will continue to struggle.

RLF Manager Rich requests an additional 90 day extension on all revolving loan payments interest free effective April 1, 2020 so businesses can continue to recover from these two economically devastating events. Payments will be scheduled to resume July 1, 2020.

**RECOMMEND:**

- 1. EXTEND REVOLVING LOAN FUND PAYMENT FORGIVENESS INTEREST FREE FOR ALL RLF GRANTEEES UNTIL JULY 1, 2020.**

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<b>MOTION MADE BY:</b> ___ PUGH	<b>MOTION SECONDED BY:</b> ___ PUGH	<b>VOTE:</b> ___ PUGH
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SIMMONS		
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PAHL		
___ SWINDELL	___ SWINDELL	___
SWINDELL		
___ TOPPING	___ TOPPING	___
TOPPING		

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE  
3/2/2020

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
15-20	Child Health	10-5960.4600	Medical Supplies	\$ 3,500.00	
		10-5960.7400	Equipment		\$ 3,500.00
			TOTAL	\$ 3,500.00	\$ 3,500.00

Transferring funds from Equipmen to Medical Supply line for coverage through year end. Budget not increased. No local appropriations needed.

REQUESTED Maana Gibbs DATE 3-2-20

APPROVED... CO MANAGER CO COMMISSIONER-CHAIR CLERK TO BOARD





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

**Meeting Date:** April 6, 2020  
**Presenter:** Chair, Vice-Chair, Commissioners, Manager  
**Attachment:** Yes

**ITEM TITLE:** MANAGEMENT REPORTS

**SUMMARY:** This is a time for each Commissioner to give reports on their work representing the County.

Additionally, Commissioners may wish to bring up issues they wish to have followed up by the Board or by the County Manager.

The County Manager will give an oral update on various projects and other administrative matters.

**RECOMMEND:** Receive reports. Discussion and possible action as necessary.

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**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

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

**Meeting Date:** April 6, 2020  
**Presenter:** Citizens  
**Attachment:** No

**ITEM TITLE:** PUBLIC COMMENTS

**SUMMARY:** The public is invited to use this time to make comments to the County Commissioners on items discussed during this meeting and/or matters not discussed earlier in the meeting.

**RECOMMEND:** Receive comments.

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

**Meeting Date:** April 6, 2020  
**Presenter:** Board of Commissioners

**ITEM TITLE:** CLOSED SESSION

**SUMMARY:** The County Manager may request entering Closed Session in accordance with NCGS143A-318.11 (a)

- 1) To prevent the disclosure of information that is privileged or confidential pursuant to the law.
- 2) To prevent the premature disclosure of an honorary award.
- 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney client privilege.
- 4) To discuss matters relating to the location or expansion of industries or other businesses.
- 5) To establish or instruct the public body's staff or agent in negotiating the price or terms of a contract for the acquisition of real property by purchase; or compensation and terms of an employment contract.
- 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.
- 7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- 8) To formulate plans by a local board of education relating to emergency response to incidents of school violence.
- 9) To discuss and take action regarding plans to protect public safety.

**RECOMMEND:** Enter into Closed Session if required.

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<b>MOTION MADE BY:</b> ___ PUGH (ENTER)        ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	<b>MOTION SECONDED BY:</b> ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	<b>VOTE:</b> ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING
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<b>MOTION MADE BY:</b> ___ PUGH (EXIT)        ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	<b>MOTION SECONDED BY:</b> ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	<b>VOTE:</b> ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING
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**ACTION TAKEN IN OPEN SESSION:**

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<b>MOTION MADE BY:</b> ___ PUGH (ACTION)        ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	<b>MOTION SECONDED BY:</b> ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	<b>VOTE:</b> ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING
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	2019	2019	Feb	2020
	<u>Mainland</u>	<u>Ocracoke</u>	<u>Mainland</u>	<u>Ocracoke</u>
No. Permits Issued				
Residential:	2	1	1	1
Commercial:	0	0	1	1
Other:	10	10	11	51

<u>Inspections</u>	<u>Mainland</u>	<u>Ocracoke</u>	<u>Mainland</u>	<u>Ocracoke</u>
Site Visits			1	0
Investigations			0	0
Inspections			27	12
Conferences			1	1
ODO/Plan Reviews			0	0
School			5	

Fees Collected this Month           \$2,453.80

		Collected	Over/Under
Building Permit Fees Collected	New Residential/Commercial Construction		
	Renovations, D	\$ 25,000.00	\$ 19,789.72
Inspection Fees Collected	Electrical, HVAC	\$ 25,000.00	\$ 10,250.00
Penalties Collected		\$ 1,000.00	\$ 1,024.90
Subdivision Fees			\$ (24.90)
Dumpster Fees		\$ 2,531.80	

## Human Resources Dept. Report – April 2020

- Verified information for vacation/sick leave for employees
- Completed monthly payroll
- Compiled Human Resources newsletter for employees
- Completed and processed monthly vouchers to pay employees' insurances, tax garnishments, child support payments, retirement, etc.
- Daily Tasks - Assisted employees as necessary concerning hours worked, salary, insurance, benefits, retirement, deposit changes, etc.
- Enrolled three new full-time and one part-time employees
- Attended the SOG's Coronavirus Webinars
- Compiled reports and data for Finance Auditors
- Compiled payroll data for FEMA for Hurricane Florence
- Monitored ongoing Worker's Compensation case
- Generated several employment ads and monitored applicants
- Coordinated quarterly drug testing for safety sensitive employees
- Compiled and generated the GASB 73 (LEO) annual reporting

Respectively submitted,

*Tammy Blake*



# PERQUIMANS COUNTY

## BOARD OF COMMISSIONERS

P.O. BOX 45  
HERTFORD, NORTH CAROLINA 27944  
TELEPHONE: 1-252-426-7550

WALLACE E. NELSON  
CHAIRMAN  
FONDELLA A. LEIGH  
VICE CHAIR  
JOSEPH W. HOFFLER  
T. KYLE JONES  
ALAN LENNON  
CHARLES WOODARD  
W. HACKNEY HIGH, JR.  
COUNTY ATTORNEY

MARY P. HUNNICUTT  
CLERK TO BOARD

W. FRANK HEATH, III  
COUNTY MANAGER

### RESOLUTION OF THE PERQUIMANS COUNTY, NORTH CAROLINA BOARD OF COMMISSIONERS IN SUPPORT OF THE SECOND AMENDMENT TO THE UNITED STATES CONSTITUTION

*WHEREAS*, the Perquimans County Board of Commissioners supports the United States Bill of Rights and its guarantees of individual rights; and

*WHEREAS*, the Second Amendment to the United States Constitution and Article 1, Section 30 of the Constitution of North Carolina provide in part that "...the right of the people to keep and bear arms shall not be infringed."; and

*WHEREAS*, in *District of Columbia v. Heller*, 554 U.S. 570 (2008) the United States Supreme Court held that the Second Amendment protects an individual right to possess a firearm unconnected with service in a militia and to use that firearm for traditionally lawful purposes; and

*WHEREAS*, in *McDonald v. City of Chicago*, 561 U.S. 742 (2010) the United States Supreme Court held that the rights of an individual to keep and bear arms are protected by the Second Amendment; and

*WHEREAS*, the Perquimans County Board of Commissioners is concerned about any effort of the North Carolina General Assembly or the United States Congress to enact legislation which infringes upon the Second Amendment rights of its citizens to possess a firearm and to use a firearm for traditionally lawful purposes; and

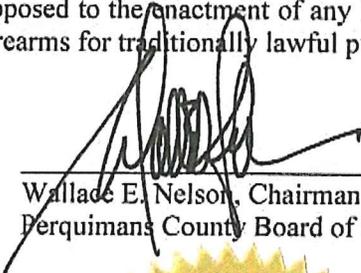
*WHEREAS*, the Perquimans County Board of Commissioners supports the decisions of the United States Supreme Court that interpret the Second Amendment as providing individuals the right to bear arms and use firearms for traditionally lawful purposes; and

***NOW THEREFORE, BE IT RESOLVED*** by the Perquimans County Board of Commissioners that:

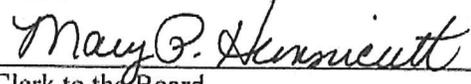
Section 1. The Perquimans County Board of Commissioners supports the Second Amendment right of its citizens to possess firearms and to use firearms for traditionally lawful purposes.

Section 2. The Perquimans County Board of Commissioners is opposed to the enactment of any legislation which infringes upon the right of its citizens to bear firearms and to use firearms for traditionally lawful purposes.

***ADOPTED*** the 2<sup>nd</sup> day of March, 2020.

  
\_\_\_\_\_  
Wallace E. Nelson, Chairman  
Perquimans County Board of Commissioners

Attest:

  
\_\_\_\_\_  
Clerk to the Board



**Perquimans County's Vision:**

*To be a community of opportunity in which to live, learn, work, prosper and play.*