

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

**Meeting Date:** August 1, 2016  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes

**ITEM TITLE:** Shoffner Subdivision Plat

**SUMMARY:** James F. Gilliam and Richard W. Shoffner have submitted the attached plat as a proposed minor subdivision for review. The plat is attached along with the original map labeled as Deed Bk93 Pg577 for comparison. It is a simple minor subdivision creating no new streets; however, it does create new right of ways. The subdividers are requesting to take Lots 1 and 2 as shown on the Plan of Land and Subdivision of Tracts Surveyed for Texie L. Dillon Heirs and divide those lots into Lots 6, 7, 8 and 9. Lot 6 will be deeded to Mr. James Gilliam. Lot 8 will be deeded to Mr. Shoffner along with Lot 7 which serves as Shoffner's right of way to Lot 8. Lot 9 is being subdivided to serve as mitigated area to be set aside in an exchange for constructing the right of way shown as Lot 7. All parcels meet minimum size requirements under the Hyde County Subdivision Ordinance.

This proposed minor subdivision has been sent out for review by the following:

- a. The division of highways district engineer as to the proposed roadways;
- b. The county health department or the state department of environment and natural resources, division of environmental health or its successor as appropriate, for the proposed water and sewage systems;
- c. The local CAMA permit officer to determine if the property lies within a designated area of environmental concern and what permits are required;
- d. The county water department as to the proposed water service;
- e. The natural resource conservation service or its successor as the matters of topography and drainage;
- f. The county fire marshal to approve new road or street names for subdivisions which will serve three or more residences and the placement of fire hydrants and fire control equipment as required by this chapter; and
- g. The County Attorney.

There have been concerns in regard to the subdivision by the County Attorney and the US Army Corp. No other individual

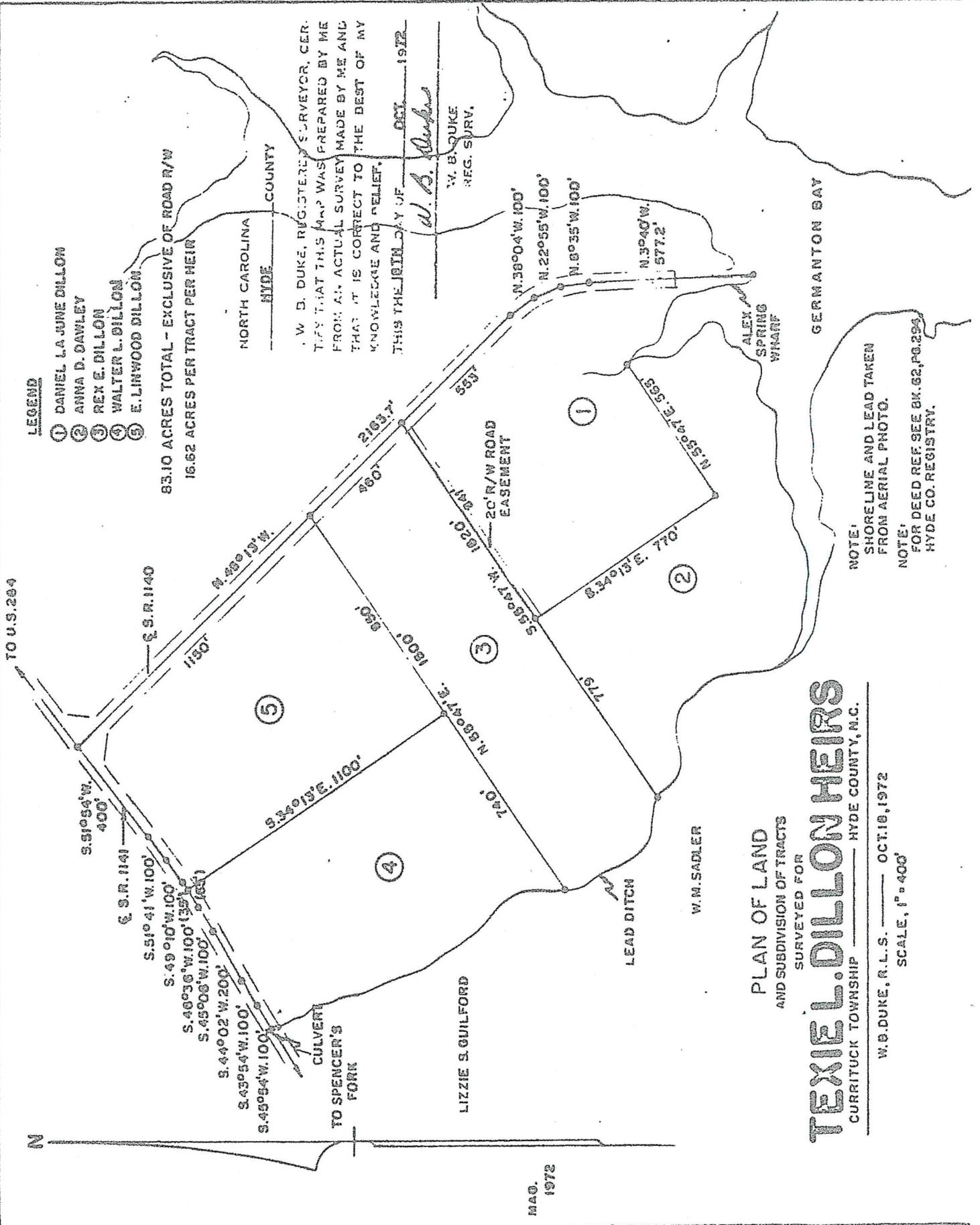
**RECOMMEND:** Discuss and approve subdivision pending approval by County Attorney and US Army Corp.

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

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

**Vote:** \_\_\_ Earl Pugh, Jr.  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ John Fletcher  
\_\_\_ Barry Swindell



**LEGEND**

- ① DANIEL LA JUNE DILLON
- ② ANNA D. DAWLEY
- ③ REX E. DILLON
- ④ WALTER L. DILLON
- ⑤ E. LINWOOD DILLON

83.10 ACRES TOTAL - EXCLUSIVE OF ROAD R/W  
 16.62 ACRES PER TRACT PER HEIR

NORTH CAROLINA  
 HYDE COUNTY

W. B. DUKE, REGISTERED SURVEYOR, CERTIFY THAT THIS MAP WAS PREPARED BY ME FROM AN ACTUAL SURVEY MADE BY ME AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
 THIS THE 10<sup>TH</sup> DAY OF OCT. 1972

*W. B. Duke*  
 W. B. DUKE  
 REG. SURV.

NOTE:  
 SHORELINE AND LEAD TAKEN FROM AERIAL PHOTO.  
 NOTE:  
 FOR DEED REF. SEE BK. 62, PG. 234 HYDE CO. REGISTRY.

PLAN OF LAND  
 AND SUBDIVISION OF TRACTS  
 SURVEYED FOR

**TEXIEL DILLON HEIRS**

CURRITUCK TOWNSHIP — HYDE COUNTY, N.C.

W.B. DUKE, R.L.S. — OCT. 10, 1972  
 SCALE, 1" = 400'

MAO.  
 1972

# Shoffner Existing



100 m  
400 ft

Jul/18/2016  
Scale 1:6626

The materials available at this web site are for informational purposes only and do not const



BEED REFERENCES:  
 BEED BOOK 93 PG. 577 (PLAT)  
 MAP FOR VALLAGE B. VAN HORN DATED 1/25/1989  
 BEED REFERENCES: 605 PG. 11-38  
 BEED REFERENCES: 605 PG. 11-38 JAMES F. GILLIAM  
 BEED BOOK 267 PG. 331 RICHARD W. SHOFFNER

**NORTH CAROLINA  
 HYDE COUNTY**

JOHN D. SOMERS, REGISTERED SURVEYOR, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS PLAT, SHOWN AND DESCRIBED HEREON, WAS DRAWN FROM A SURVEY OF WHICH I AM THE REGISTERED SURVEYOR. THE BEARINGS AND DISTANCES SHOWN ON THIS PLAT WERE CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARY PLAT WAS SURVEYED AND SHOWN IN ACCORDANCE WITH N.C.S.S. 47-30, AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER 2016, AND SEAL THIS 22<sup>ND</sup> DAY OF JUNE, 2016.

*John D. Somers*  
 PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. L-1172

**STATE OF NORTH CAROLINA  
 COUNTY OF HYDE**

REVIEW OFFICER OF HYDE COUNTY, CERTIFY THAT THIS PLAT MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

- REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_
1. JOHN D. SOMERS, PROFESSIONAL LAND SURVEYOR NO. L-1172, CERTIFY THAT ONE OR MORE OF THE FOLLOWING AS APPLICABLE:
    - a. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF AN EXISTING PLAT.
    - b. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF AN EXISTING PLAT THAT REGULATES PARCELS OF LAND.
    - c. THAT THIS PLAT IS OF A SURVEY THAT REGULATES PARCELS OF LAND.
    - d. THAT THIS PLAT IS OF A SURVEY THAT REGULATES PARCELS OF LAND.
    - e. THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND.
    - f. THAT THIS PLAT IS OF A SURVEY THAT REGULATES PARCELS OF LAND.
    - g. THAT THIS PLAT IS OF A SURVEY THAT REGULATES PARCELS OF LAND.
    - h. THAT THIS PLAT IS OF A SURVEY THAT REGULATES PARCELS OF LAND.
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    - j. THAT THIS PLAT IS OF A SURVEY THAT REGULATES PARCELS OF LAND.
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  9. THAT THIS PLAT IS OF A SURVEY THAT REGULATES PARCELS OF LAND.
  10. THAT THIS PLAT IS OF A SURVEY THAT REGULATES PARCELS OF LAND.

*John D. Somers*  
 JOHN D. SOMERS, PROFESSIONAL LAND SURVEYOR NO. L-1172



**FRAT PLAT**  
**PROPERTY OF**  
**JAMES F. GILLIAM &  
 RICHARD W. SHOFFNER**

DRAWN BY: JAMES F. GILLIAM & RICHARD SHOFFNER  
 149 GERRARD STREET, CANTON, N.C. 28725  
 PHONE: 336-233-1175  
 CANTON, NORTH CAROLINA  
 HYDE COUNTY, NORTH CAROLINA

SCALE: 1" = 200'  
 DATE: 6/16/16  
 DWN. BY: J.D.S.  
 CND. BY: J.D.S.  
 JOB NO. 1807  
 FIELD BOOK NO. \_\_\_\_\_

SUBMITTED BY:  
**JOHN D. SOMERS**  
 2025 LANCHESTER BLVD.  
 PH. (336) 518-1162 20-0039

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ SHEET 1 OF 1

CERTIFICATE OF APPROVAL  
 THIS SUBDIVISION HAS BEEN FOUND TO COMPLY WITH THE  
 PROVISIONS OF THE SUBDIVISION ACT OF THE COUNTY  
 BE APPROVED THIS DATE FOR RECORDING IN THE OFFICE OF  
 THE REGISTER OF DEEDS OF HYDE COUNTY

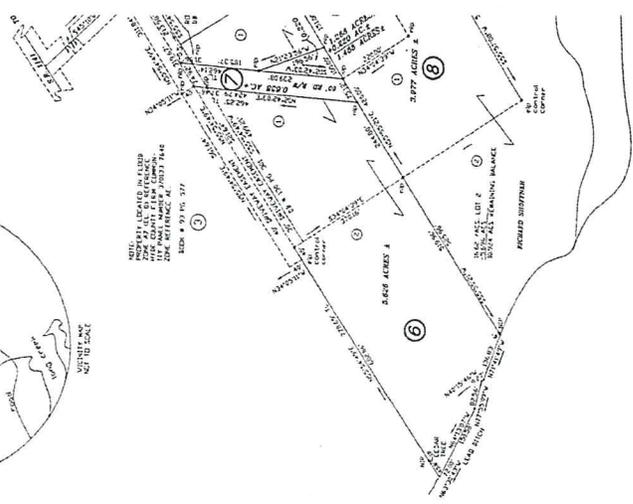
SUBDIVISION ADMINISTRATOR \_\_\_\_\_ DATE \_\_\_\_\_  
 HYDE COUNTY

CERTIFICATE OF DISSEMINATION AND RECORDATION

OWNER \_\_\_\_\_ DATE \_\_\_\_\_  
 TURNER \_\_\_\_\_ DATE \_\_\_\_\_

I HAVE HEREBY CERTIFIED THAT I AM AN AGENT OF THE BUSINESS OF  
 THE REGISTER OF DEEDS OF HYDE COUNTY AND THAT I HAVE REVIEWED THE  
 PLAT AND ALLOTMENTS AND THAT I AM HEREBY APPROVING THIS  
 DOCUMENT FOR PUBLIC USE AS SHOWN ON INDICATED IN SAID PLAT

\_\_\_\_\_ DATE \_\_\_\_\_



IN TESTATION AND SUPERVISION THIS PLAN, SHOWING THE ACTUAL SURVEY, DESCRIBED HEREON, WAS DRAWN FROM A PLAN, PAGE 450 THAT BEING REFERENCED BY THE DEED TO WHICH THIS CERTIFICATION IS ATTACHED. THE BOUNDARIES OF THE SURVEYED PARCELS ARE CALCULATED BY LATITUDES AND LONGITUDES AND THE RATIO OF PRECISION IS 1 TO 100,000. THE PLAN WAS PREPARED IN ACCORDANCE WITH N.C.G.S. 47-30 AS AMENDED AND IN ACCORDANCE WITH N.C.G.S. 47-30 AS AMENDED. I, THE SURVEYOR, HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY MY ORIGINAL SIGNATURE, LICENSE NUMBER 2016.

JOHN D. SOMERS  
 PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. L-1172

STATE OF NORTH CAROLINA  
 COUNTY OF HYDE

REVIEW OFFICER OF HYDE COUNTY,  
 CERTIFY THAT THE MAP IS ACCURATE AND THAT THIS CERTIFICATION IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER  
 DATE

- I, JOHN D. SOMERS, PROFESSIONAL LAND SURVEYOR NO. L-1172, CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED THUS:  a. THAT THIS PLAN IS A SURVEY THAT CREATES A COUNTY OR MUNICIPALITY, AND THAT THE BOUNDARIES OF THE SURVEYED PARCELS OF LAND, OR GRADUATE THAT RECOGNIZES PARCELS OF LAND;  b. THAT THIS PLAN IS A SURVEY THAT IS A SUBDIVISION OF A COUNTY OR MUNICIPALITY, THAT IS UPON THE PARCELS OF LAND, OR GRADUATE THAT RECOGNIZES PARCELS OF LAND;  c. THAT THIS PLAN IS A SURVEY OF AN EASING OR PARCELS OF LAND;  d. THAT THIS PLAN IS A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF PARCELS OF LAND, OR THE DEFINITION OF A SUBDIVISION;  e. THAT THE INFORMATION AVAILABLE TO ME AT THE TIME OF THIS SURVEY WAS SUFFICIENT TO MAKE THE SURVEY ACCURATE TO THE BEST OF MY PROFESSIONAL ABILITY AND THAT THE INFORMATION CONTAINED IN (C) THROUGH (E) ABOVE.

JOHN D. SOMERS  
 PROFESSIONAL LAND SURVEYOR NO. L-1172



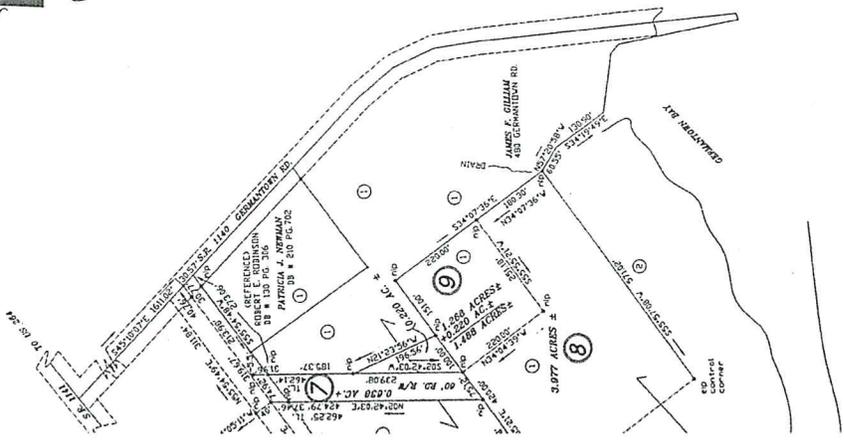
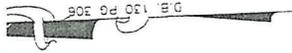
FINAL PLAT  
 PROPERTY OF

JAMES F. GILLIAM &  
 RICHARD W. SHOFFNER

DWYER/DEVELDER-JAMES GILLIAM & RICHARD SHOFFNER  
 480 GERMANTON ROAD SCRANTON, N.C. 27875  
 PHONE 703-561-8166  
 HYDE COUNTY, NORTH CAROLINA

SCALE: 1" = 200'  
 DATE: 6/15/16  
 DWN. BY: J.D.S.  
 CHKD. BY: J.D.S.  
 JOB NO. 1607  
 FIELD BOOK NO.

SURVEYED BY  
 JOHN D. SOMERS  
 2025 LAKEVIEW DRIVE  
 DURLINGTON, N.C. 27217  
 PH. (336) 278-1102 226-0526



DEED REFERENCES:  
 BOOK NO. 93 PG. 277  
 MAP FOR VANCE'S GIS FILE-59 RICHARD SHOFFNER  
 DEED REFERENCES GIS FILE-59 JAMES F. GILLIAM  
 DEED BOOK 267 PG. 331 RICHARD W. SHOFFNER



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

**Meeting Date:** August 1, 2016  
**Presenter:** County Manager Bill Rich  
**Attachment:** Yes

**ITEM TITLE:** Proposed Sale of Hydeland Home Health

**SUMMARY:** Manager Rich will discuss the proposed sale of Hydeland Home Health to Liberty Home Care Management Services

**RECOMMEND:** DISCUSSION & APPROVAL

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

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

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

June 28, 2016

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

Re: Initial Letter of Intent – Hyde County Home Health Agency d/b/a Hydeland Home Care Agency

Dear Mr. Rich,

Home Care Management Services, LLC, a North Carolina limited liability company, on behalf of the Liberty Homecare Group family of affiliated companies and/or partners and assigns (collectively, "Liberty"), hereby offers to purchase the Medicare-certified home health agency operations (the "Business") and assets (the "Assets") owned, operated or managed by or affiliated with the Hyde County Public Health Department (a North Carolina Public Authority) (hereinafter referred to as "Seller"). The Assets include, but are not limited to, one home health care office licensed by the State of North Carolina (State License Number HC 0379; State Facility #953903) and located in Hyde County; Home Health Medicare Provider Number 34-7096; Home Health Medicaid Provider Number 3407096; and Home Health NPI Number 1326041468 (the home healthcare office pre-dated the State of North Carolina certificate of Need requirement for home health care and has been "grandfathered" for CON coverage). This letter of intent sets forth the proposed terms for an agreement in principle between Seller and Liberty regarding purchase of the Business and Assets of the Seller, which is headquartered in Swan Quarter, North Carolina and includes a "grandfathered" status, thus not requiring Certificates of Need, license and an office to provide services in the counties of Hyde and Beaufort in the State of North Carolina (the "Territory"). To the extent that the following terms reflect incomplete statements of Liberty and the Seller (the "Parties"), the Parties agree to negotiate in good faith to complete such terms, subject to the conditions set forth in this letter of intent.

1. Type of Transaction

We propose that the purchase of the Business (the "Acquisition") be structured as an asset sale of the Seller owned, operated, managed or affiliated home health care Business to Liberty Home Care VII, LLC ("LHC VII"), including transfer and assignment to LHC VII of the Seller's home health care operation, Certificates of Need (if applicable), operating permits and licenses, and Medicare and Medicaid Provider Numbers, as applicable, pursuant to a definitive agreement or agreements (the "Definitive Agreement") acceptable to Liberty and the Seller.

2. Encumbrances

At the closing of the Acquisition (the "Closing"), Seller will convey to LHC VII good and marketable title to the Assets of the Business, free and clear of all liens, liabilities, encumbrances

(including without limitation state, federal and local tax liens) and defects in title except as specifically assumed by Liberty in its discretion pursuant to the Definitive Agreement.

3. Purchase Price

The purchase price for the Assets will be in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00) (the "Purchase Price"). The Purchase Price is offered without any financing contingency, adjusted by the Parties for any extraordinary occurrences affecting revenues within the final sixty (60) days prior to the Closing (the "Purchase Price"). The Purchase Price is to be paid at Closing subject to the terms and conditions of this letter of intent and the Definitive Agreement, and subject to Liberty's satisfaction with its due diligence review of the Business and Assets. In addition, twenty-five thousand dollars (\$25,000.00) of the Purchase Price shall be held in escrow as a reserve for contingent liabilities, either known or not-yet-known, arising from the ownership and/or operations of the Business and/or Assets prior to Closing (the "Escrow Funds"). The amount held as Escrow Funds may be reduced over a time period and at a rate to be negotiated by the Parties as part of the Definitive Agreement.

4. Earnest Money

(a) Liberty shall pay an amount equal to ten percent (10%) of the accepted purchase price, by certified check, as earnest money (the "Earnest Money") within five (5) business days of written notification of acceptance of the Offer Proposal Form and the mutually accepted Offer to Purchase Letter of Intent. The Earnest Money shall be deposited in the escrow account maintained by Seller's legal counsel. The Earnest Money shall be applicable to the Purchase Price at Closing.

(b) The Earnest Money shall be forfeited in its entirety by Liberty in the event that:

- (i) LHC VII fails to proceed to Closing with all reasonable due diligence;
- (ii) LHC VII fails to complete and submit any required documents that are LHC VII's responsibility; or
- (iii) Seller fails to be able to close due to any misrepresentations of Liberty as to information provided on the Offer Proposal Form and offer.

(c) The Earnest Money shall be returned to Liberty in its entirety within five (5) business days pursuant to the provisions of Section 10 of this letter of intent or if Seller provides written notification to Liberty that the Seller shall not be proceeding with the final Closing in the event that:

- (i) There is a failure to close that is neither the fault of nor the result of a lack of good faith by Liberty; or
- (ii) The Seller, for any reason, should decide not to proceed with the final Closing, solely based on Seller's own determination and not related to any fault or lack of good faith of Liberty.

5. Additional Terms and Conditions

(a) Employees. Liberty shall have no obligation to assume any of Seller's or Business' retirement plans or other employee benefits, and shall not assume any of Seller's or the Business' COBRA or ERISA liabilities or obligations.

- (b) Allocation of Purchase Price. The Purchase Price will be allocated among the Assets as mutually agreed upon.
- (c) Accounts Payable/Receivable. Seller will retain all cash in the Business at Closing of the Acquisition. Seller will retain all accounts receivable and accounts payable accrued or incurred prior to the date of Closing of the Acquisition; all accounts receivable and accounts payable accrued or incurred on and after the date of Closing will belong to LHC VII, subject to Liberty's right not to assume liabilities of Seller and the Business (discussed below). LHC VII shall be entitled to all pre-payments for services to be provided on or after the Closing date. With respect to Seller's or the Business' patients whose service episode period began prior to, and is scheduled to end on or after the Closing date of the Acquisition (a "Cross-Effective Episode"), including those for whom Seller has received advance or pre-payments, Seller and LHC VII shall allocate the fees therefor (including any such advance or pre-payments) as of the Closing date. The fees shall be divided by the total number of days of the Cross-Effective Episode. Seller will retain and/or be entitled to receive the total days' fees for the period of the Cross-Effective Episode ending prior to the Closing date, and LHC VII shall retain and/or be entitled to receive the total days' fees for the period of the Cross-Effective Episode on and following the Closing date. The Definitive Agreement will include a procedure for remittance of each party's receivables and payables to the proper party following the Closing.
- (d) Liabilities. Seller will retain and be responsible for all liabilities and obligations of the Business and of Seller and its employees, agents and affiliates arising from or related to events, acts and omissions occurring or originating prior to the Closing, including, without limitation, all liabilities and obligations with respect to any and all Medicare and/or Medicaid fraud, abuse, audits, reconciliations, overpayments, liabilities and claims, Civil Monetary Penalties and False Claim Act claims, and federal, state or local taxes, penalties, fines and interest, and Liberty will not assume or be liable for any such liabilities or obligations, except as may otherwise be expressly agreed in the Definitive Agreement. Seller will indemnify Liberty from any such liabilities or obligations. Without limiting the foregoing, Liberty shall have no obligations with respect to Medicare and/or Medicaid cost reporting, audit or other payor program obligations or responsibilities of Seller and/or the Business for any period ending on or prior to the Closing, including any closing, partial year cost reports and other payor program obligations in connection with the Acquisition. Liberty will have no collection or payment obligations for or on behalf of Seller or the Business unless expressly agreed by the Parties in the Definitive Agreement.
- (e) Licenses. All licenses, permits, Certificates of Need (if applicable) and the like required for the Business and Assets shall be current, active and valid, and, to the extent assignable by their nature, assigned to LHC VII at the Closing, and the Parties shall have received all necessary or reasonable consents or acknowledgments from the appropriate government agencies with respect thereto.
- (f) Medicare matters. All Medicare Provider Agreements and related Provider Numbers for Medicare-reimbursed services with respect to Seller and the Business shall be current, active and valid, and shall be assignable to LHC VII subject to LHC VII's qualification therefor and approval by Medicare and other regulatory agencies having authority thereof as of the Closing. Seller's employees and agents will diligently prepare and timely submit, and cooperate with Liberty in preparing and timely submitting, all closing, partial

year cost reports and other payor program obligations in connection with the Closing of the Acquisition.

- (g) Provider Agreements. Liberty will use its best efforts following the Closing to obtain the assignment of Seller's Medicare and Medicaid Provider Agreements to LHC VII from applicable regulatory authorities. In the meantime Seller and Liberty will cooperate in good faith using best efforts to secure LHC VII the right to utilize Seller's Medicare and Medicaid Provider Agreements to continue to bill for Medicare-and Medicaid-reimbursed services provided by LHC VII on and after the Closing date. Seller will cooperate with LHC VII's use of Seller's Medicare and Medicaid Provider Agreements and support Liberty's efforts to obtain the assignment of Seller's Medicare and Medicaid Provider Agreements to LHC VII following the Closing and will not terminate its Medicare or Medicaid Provider Agreements so long as Liberty is using best efforts in good faith to effect such assignments and any delay is on account of governmental and quasi-governmental agencies outside Liberty's control or issues arising on account of Seller or the Business as conducted prior to Closing.
- (h) Leases. LHC VII shall execute a lease agreement for the office space currently used in the operation of the Business, located at 1151 Main Street, Swan Quarter, NC, which is approximately 1,245-square feet, at a lease rate of ten dollars (\$10.00) per square foot (the "Office"). The lease agreement for the Office shall be effective as of the date of the Closing of the Acquisition through, at a minimum, the month end of the date of the final tie-in approval letter from Centers for Medicare and Medicaid Services ("CMS") Region IV during the Change-of-Ownership ("CHOW") process.
- (i) Non-competition. As a condition to the Acquisition, Seller will agree not to compete or participate in any business that competes with the Business within the Territory for a period of three (3) years following the Closing of the Acquisition, and Seller will not solicit or entice any employee of Seller or the Business hired by LHC VII to leave LHC VII's employ. In addition, Seller will agree not to disclose any proprietary information of Liberty or of the Business except to Liberty.
- (j) Closing. It is our intention that the Acquisition be effected on or before October 1, 2016.

6. Due Diligence

The Parties acknowledge that the terms of this letter of intent are based on limited information available to Liberty regarding Seller and the Business. The terms and conditions set forth herein are expressly conditioned on Liberty's satisfaction with its due diligence review of the Business and the Assets and on the negotiation and execution of a mutually agreeable Definitive Agreement. Commencing on the date of Seller's execution of this letter of intent, Seller's employees and agents will provide Liberty with due diligence information reasonably requested by Liberty, including financial statements, contracts, insurance information and other books and records of the Business, and will allow Liberty and its representatives full and complete access to inspect and appraise Seller and the Business and their business prospects and to disclose and make available all employees, independent contractors, books, agreements, papers and records relating to the Business and Seller's ownership and operation thereof. Once Liberty is provided with such full access to information, it will proceed in a timely fashion with a goal of closing the Acquisition on or before the date set forth above. Assuming Seller provides all requested due diligence-related information in a timely manner,

Liberty is able to complete its' due diligence within forty-five (45) days of the Seller's acceptance of this letter of intent.

7. No Violation

By executing this letter of intent, Seller is representing and warranting that Seller is not currently bound under any contract or agreement with any third party, or any other document, instrument, judgment or decree, North Carolina statutory requirements excepted, which would restrict, prohibit or interfere with the transactions contemplated hereby, or which this letter of intent, or the transactions contemplated hereby, would conflict with or violate.

8. Confidentiality; Expenses; Stand-Still

- (a) Except as otherwise required by law, Liberty and Seller agree to keep this letter of intent and the transactions contemplated herein, and all information provided by either of the Parties pursuant to this letter of intent and its contents, confidential, and not to disclose the same to any third party without written consent of the other Party, except to the Parties' respective attorneys and/or accountants with a need to know such information for purposes of effecting the Acquisition, and except to applicable governmental agencies in connection with any required notification or application for approval or exemption therefrom.
- (b) Except as otherwise required by law, any release to the public of information with respect to the matters set forth herein will be made only in the form and manner mutually approved by the Parties and their respective legal counsel.
- (c) Each Party shall bear its own expenses in connection with the Acquisition and the implementation of this letter of intent, regardless of whether the Definitive Agreement is executed.
- (d) By executing this letter of intent, Seller and the employees and agents of Seller and the Business (including any third party brokers or consultants on Seller's behalf), agree not to solicit, accept or entertain any offer, or negotiate (or continue to negotiate) with any third party, for the purchase, sale, merger, acquisition or financing of Seller or the Business or the Assets until after October 1, 2016 (unless this date is modified by mutual consent of Seller and Liberty) or this letter of intent is terminated, whichever first occurs.

9. Definitive Agreement.

This letter of intent is intended to memorialize the Parties' understanding as to the general terms of the proposed Acquisition of the Assets and Business of Seller by Liberty, subject to negotiation of the Definitive Agreement, which shall contain the general provisions outlined herein and representations, warranties, indemnifications and other terms and conditions customary in this type of transaction, to be mutually agreed upon by both Parties, and subject to necessary regulatory approvals.

10. Termination.

Neither Party may terminate this letter of intent except as follows:

- (a) By Liberty if Liberty is not satisfied with its due diligence review of the Business and the Assets in Liberty's sole discretion;

- (b) By either Party if such Party discovers, or the other Party has made any material misrepresentation or has failed to disclose, any information that could adversely affect such Party;
- (c) By Liberty if the Parties are unable to obtain the consent and cooperation, if required, of any government entity or agency, including, without limitation, with respect to assignment of the Medicare Provider Number; or
- (d) By either Party if the Definitive Agreement has not been executed by October 1, 2016 (unless otherwise mutually agreed by the Parties) through no fault of either Party.

In any such event, this letter of intent may be terminated by such Party's written notice to the other Party, except with respect to the provisions of Paragraph 8(a)-(c) hereof, which shall survive termination of this letter of intent, and Liberty shall be entitled to the return of the full amount of the Earnest Money within five (5) business days of the termination of this letter of intent.

11. Continuation of Operation.

Without Liberty's prior written consent, neither Seller nor Business' employees or agents shall remove, transfer, assign or sell any of the Assets or enter into any significant contract, commitment or transaction with respect to the Business. There will be no material adverse change in the financial, operating or physical condition of the Business or the Assets prior to Closing.

Please indicate Seller's approval of the terms and conditions of this proposal and Seller's agreement to proceed in good faith and intention to enter into these negotiations to effect the Acquisition as described herein by executing a copy of this letter in the space provided below and returning the original executed copy to Liberty, whereupon we shall proceed promptly with the preparation and negotiation of the Acquisition and Definitive Agreement.

[SIGNATURE PAGE IS NEXT PAGE]

We hope Seller will accept our offer and work with us to effect the transactions proposed above in a successful and mutually rewarding manner.

Sincerely,

Home Care Management Services, LLC

By: \_\_\_\_\_

  
Anthony J. Zizzamia, Jr.  
President

Date: \_\_\_\_\_

June 27, 2016

Approved and agreed:

Hyde County Board of Commissioners

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

| Organization                    | Comments   |
|---------------------------------|--|
| 1 Medical Services of America   | MSA bought HH and Hospice from Appalachian District HD (High Country); also acquired Alexander County's home health program in 2015 and Albemarle District Health Dept. Home Health and Hospice programs in 2015. Own Piedmont Home Care in Lexington that they purchased from Lexington Memorial Hospital prior to this hospital coming under Wake/Baptist. Large operation also in Tidewater VA area. Very large provider of home health, hospice and durable medical equipment and oxygen services. |
| 2 UHS-Pruitt                    | The bought Surry County's HHA, Craven County's HHA; Toe River District Health Depts. HHA. Very large firm headquartered in Norcross, GA and large foot print in NC.  |
| 3 Amedisys                      | They bought Hospice-only from Martin-Tyrell-Washington District HD; public stock company They also bought Davidson County HHA several years ago. Large public stock company. Large presence in NC but mainly Winston-Salem and east.   |
| 4 Well Care, Inc.               | Large NC home health provider out of Wilmington, NC. Acquired Davie County HHA in Dec., 2015. Also acquired a private HHA in Raleigh a couple of years ago.  |
| 5 Liberty Home Care, Inc.       | Large NC HH and Hospice provider - one of the largest in the state along with Advanced Home Care, Gentiva/Kindred, and MSA. Acquired Northern Surry Hospitals HHA several years ago.   |
| 6 Assisted Care, Inc.           | Moderately sized proprietary home health provider located in Wilmington, NC. Smaller than Well Care.   |
| 7 Home Health and Hospice (3HC) | Very large eastern NC non-profit home health and hospice operation located in Goldsboro, NC  |
| 8 Healthkeeper, Inc.            | Large southeastern NC home health and hospice provider located in Pembroke, NC   |

9 Engelhard Medical Center

Ron discussed with Cheryl Balance, CEO, on 6/1/16 - No interest in receiving docs or pursuing.

10 Coastal Home Care

Ron talked with Neal O'Neil on 6/1. He indicated doubtful interest but did ask to receive the Offering documents to review and make final decision to submit an offer or not.

Mr. Wilbert Hardy

Added per request of Luana Gibbs on 6/23/16 and sent offering documents on 6/23/16.

| Doc Receipt Acknowledged | Offer Submitted | Amended Offer? |
|--------------------------|-----------------|----------------|
| Yes                      | No              |                |
| YES                      | No              |                |
| YES - But<br>No Interest | No              |                |
| YES - But<br>No Interest | No              |                |
| Yes                      | Yes             |                |
| Yes                      | No              |                |
| Yes                      | No              |                |
| YES - But<br>No Interest | No              |                |

|                          |    |  |
|--------------------------|----|--|
| No Interest              | No |  |
| YES - But<br>No Interest | No |  |
| Yes                      |    |  |

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

**Meeting Date:** August 1, 2016  
**Presenter:** County Manager Bill Rich  
**Attachment:** Yes

**ITEM TITLE:** Ocracoke Convenience Site Landscaping

**SUMMARY:** Jennifer Rich of Ocracoke Garden Center (Manager Rich's wife), has agreed to beautify Hyde County's convenience site location at Ocracoke at her own expense with the assistance of Kevin and his staff.

**RECOMMEND:** APPROVE

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

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

**Vote:** \_\_\_ Earl Pugh, Jr.  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ John Fletcher  
\_\_\_ Barry Swindell

# ESTIMATE TO PLANT OCRACOKE SANITATION SITE

Ocracoke Garden Center  
 P.O. Box 758  
 932 Irvin Garrish Hwy.  
 Ocracoke, NC 27960

420938

DATE: 7/15/16  
 NAME: HYDE Co SANITATION SITE  
 ADDRESS: OCRACOKE

## ESTIMATE FOR PLANTING

| QUAN                            | DESCRIPTION                               | PRICE | AMOUNT |
|---------------------------------|---|-------|--------|
| 30                              | CENT JASMINE @ 10-                        |       | 300-   |
| 2                               | PITTOSPORUM @ 10-                         |       | 20-    |
| 6                               | SILVER KING EUCALYPTUS @ 16 <sup>00</sup> |       | 96-    |
| 5                               | 50 FT LANDSCAPE PAPER                     | 950   | 4750   |
| 6                               | COMPOST                                   | 150   | 9-     |
| 10                              | AMENDING SOILS                            | 230   | 3960   |
| 1                               | ROUNDUP APPLICATION                       |       | 15-    |
| DRIP LINE HOSE / HARDWARE STORE |   |       |        |
| 2                               | @ 100' @ 26 <sup>99</sup>                 |       | 5398   |
| 2                               | @ 75' @ 19 <sup>99</sup>                  |       | 1999   |
| 1                               | 4 WAY SPLITTER / BRASS                    |       | 1999   |
| 2                               | TIMERS @ 29 <sup>99</sup> AUTOMATIC       |       | 5998   |
| SUPPLIES @ COST                 |   |       | 68104  |
| 8 HRS LABOR @ TAX               |   |       | 4597   |
|                                 |   |       | 24000  |
|                                 |   |       | 967.01 |

ALL MY SUPPLIES ARE  
 PROVIDED @ MY COST!

KEEP THIS SLIP FOR REFERENCE

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

**Meeting Date:** August 1, 2016  
**Presenter:** Chairman Earl Pugh, Jr.  
**Attachment:** Yes

**ITEM TITLE:** County Manager Evaluation Form

**SUMMARY:** Chairman Pugh will present the proposed County Manager Evaluation Form

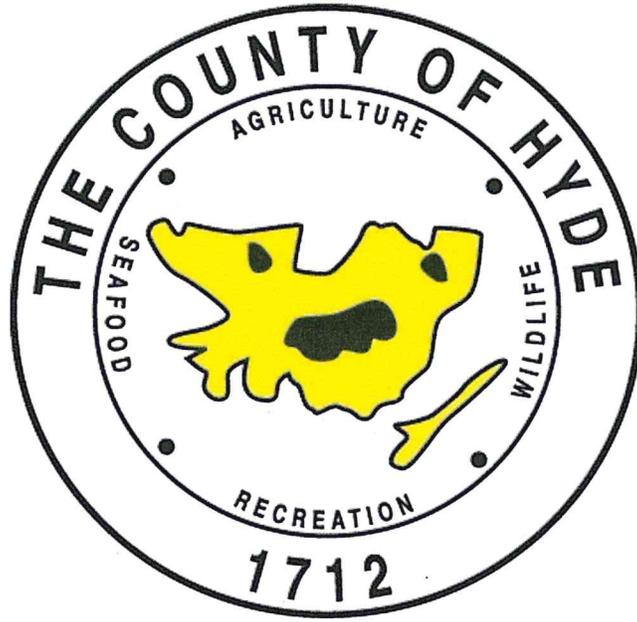
**RECOMMEND:** ADOPT

---

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

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

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



**MANAGEMENT PERFORMANCE AND DEVELOPMENT EVALUATION  
FOR THE COUNTY MANAGER**

**Date:** \_\_\_\_\_, 2016

**COUNTY MANAGER EVALUATION CHECKLIST:**

This form may be used by each member of the county board to evaluate the county manager's performance in fulfilling each of the roles which he/she plays in the county's government. The manager should be graded on the various categories listed, either 1, 2, 3 or 4, with the following scale: 1 is poor, 2 is fair, 3 is good and 4 is excellent. Each member of the Board should complete the form and forward it to Human Resources Director Tammy Blake who will be responsible for compiling the comments. The forms and accompanying summary should then be presented to the county manager for discussion and placed in his/her permanent file.

1. PERSONAL (1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent)

\_\_\_\_\_ Manager invests sufficient time and effort toward being diligent in the discharge of his/her duties.

\_\_\_\_\_ Manager has the composure, appearance and attitude fitting for an individual in his/her executive position.

COMMENTS BY BOARD MEMBERS:

2. PROFESSIONAL SKILLS AND STATUS (1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent)

\_\_\_\_\_ Manager has the knowledge of current developments affecting the management field.

\_\_\_\_\_ Manager is respected in the management profession.

\_\_\_\_\_ Manager has the capacity for and interest in innovation.

\_\_\_\_\_ Manager anticipates problems & develops effective approaches to solve them.

\_\_\_\_\_ Manager is willing to try new ideas proposed by board members and/or staff.

COMMENTS BY BOARD MEMBERS:

3. RELATIONSHIPS WITH BOARD (1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent)

\_\_\_\_\_ Manager carries out directives of the Board as a whole rather than those of one Board member.

\_\_\_\_\_ Manager assists the Board in resolving problems at the administrative level to avoid unnecessary board action and lengthy agendas.

\_\_\_\_\_ Manager assists the Board in establishing policy while acknowledging that the ultimate authority rests with the Board.

\_\_\_\_\_ Manager responds to requests for information or assistance by the Board.

\_\_\_\_\_ Manager informs the Board of administrative developments.

\_\_\_\_\_ Manager is receptive to constructive criticism and advice.

COMMENTS BY BOARD MEMBERS:

4. POLICY EXECUTION (1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent)

\_\_\_\_\_ Manager implements Board action in accordance with the intent of the Board.

\_\_\_\_\_ Manager supports the actions of the Board after a decision is reached.

\_\_\_\_\_ Manager enforces county policies.

\_\_\_\_\_ Manager understands county's laws and ordinances.

\_\_\_\_\_ Manager reviews enforcement procedures periodically to improve effectiveness.

\_\_\_\_\_ Manager offers workable alternatives to the Board for changes in the law when an ordinance or policy proves impractical in actual administration.

COMMENTS BY BOARD MEMBERS:

5. REPORTING (1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent)

- \_\_\_\_\_ Manager provides reports to board on matters of importance to the county.
- \_\_\_\_\_ The reports are normally accurate and comprehensive.
- \_\_\_\_\_ Manager makes effective and logical written and oral presentations.
- \_\_\_\_\_ Manager's reports are generally produced through his/her own initiative rather than when requested by the board.
- \_\_\_\_\_ Manager prepares a sound agenda which prevents trivial, administrative matters from being reviewed by the Board.

COMMENTS BY BOARD MEMBERS:

6. FISCAL MANAGEMENT (1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent)

- \_\_\_\_\_ Manager prepares a balanced budget to provide services at a level intended by the Board.
- \_\_\_\_\_ Manager makes the best possible use of available funds, conscious of the need to operate the county efficiently and effectively.
- \_\_\_\_\_ Manager prepares and presents budget in a logical and easily understood format.
- \_\_\_\_\_ Manager keeps County Board well informed of financial status of the county.

COMMENTS BY BOARD MEMBERS:

7. STAFFING (1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent)

- \_\_\_\_\_ Manager recruits and retains competent personnel for county positions.
- \_\_\_\_\_ Manager is aware of weak or inefficient administrative personnel and works to improve their performance.

\_\_\_\_\_ Manager works well with staff members to help them grow in their positions.

\_\_\_\_\_ Manager is accurately informed and concerned about personnel issues, such as insurance, fringe benefits, promotions and retirement issues.

COMMENTS BY BOARD MEMBERS:

8. SUPERVISION (1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent)

\_\_\_\_\_ Manager encourages department heads to make decisions within their own operations without county manager approval, yet maintains general control of administrative operations.

\_\_\_\_\_ Manager does not attempt to perform the jobs of his/her subordinates for them. Manager delegates well.

\_\_\_\_\_ Manager instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.

\_\_\_\_\_ Manager has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the manager's office.

\_\_\_\_\_ Manager evaluates personnel periodically and points out strengths and weaknesses of staff members.

COMMENTS BY BOARD MEMBERS:

9. RELATIONSHIPS WITH OTHERS (1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent)

\_\_\_\_\_ Manager is willing to meet with members of the community and discuss their complaints and real concerns.

\_\_\_\_\_ Manager is dedicated to the county and to its citizens.





16. WHAT RATING WOULD YOU GIVE ON THE MANAGER'S JOB PERFORMANCE?  
(please circle one)

1  
POOR

2  
FAIR

3  
GOOD

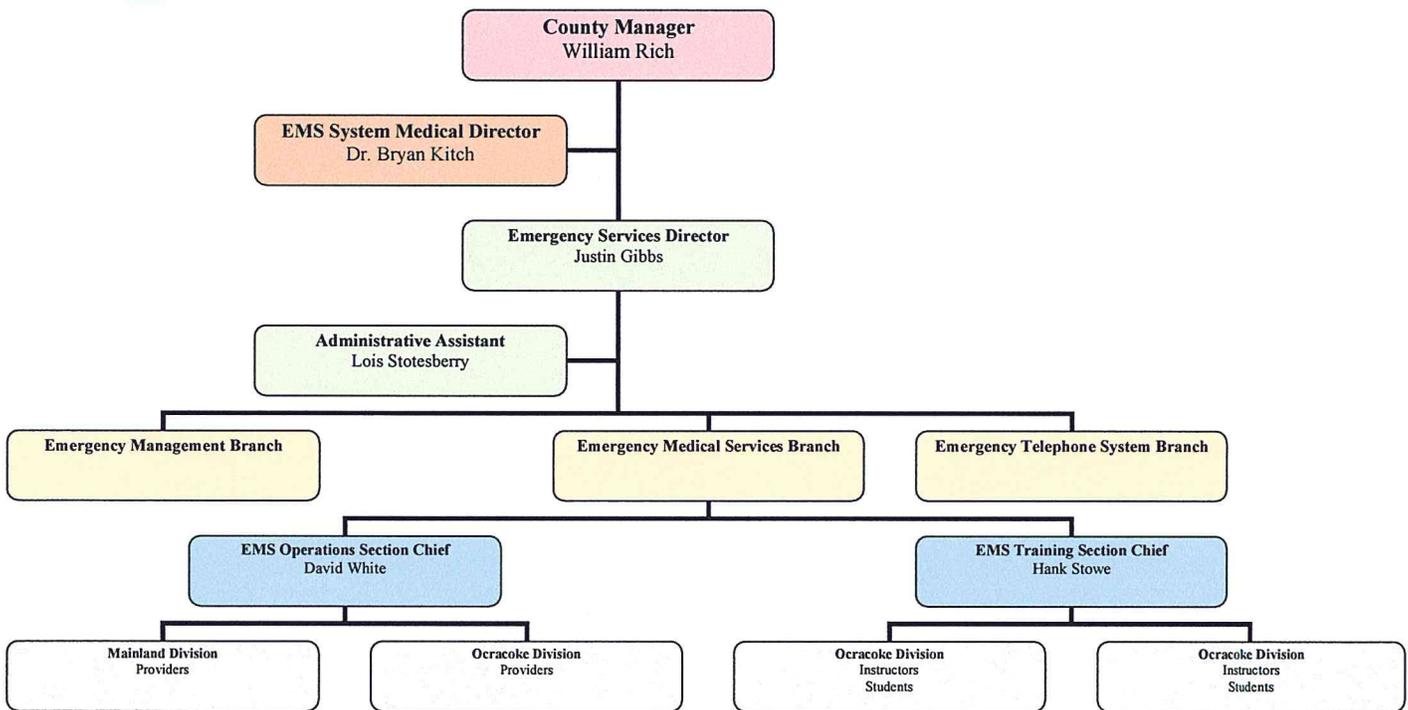
4  
EXCELLENT

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 2016



# Hyde County Emergency Services Department Organizational Structure/Chain of Command



## **EMERGENCY SERVICES ADMINISTRATIVE ASSISTANT**

*(This job description supersedes any prior job description for the Emergency Services Administrative Assistant classification.)*

### **General Statement of Duties**

Provides administrative support to the Emergency Services Department.

### **Distinguishing Features of the Class**

An employee in this class is responsible for providing support to the Emergency Services Department through the establishment of administrative routines, maintaining the office calendaring and filing systems, maintaining a contacts list or database, preparing financial documents (i.e. check requests, purchase orders, receiving reports, etc.), completing clerical work assignments, answering telephones, taking messages, and coordinating with other departments or agencies during the normal course of business. Performance of work in this class requires the use of high level discretion and includes the handling of confidential information. Work is supervised and the employee's job performance is evaluated by the Emergency Services Director through conferences, observations, review of completed work, evaluating the overall flow of information, and the timely completion of assignments.

### **Duties and Responsibilities**

*(Any one position may not include all of the duties listed, nor do the listed examples include all tasks which may be found in positions of this class.)*

#### **Essential Duties and Tasks**

- Establishing administrative routines.
- Maintaining office calendars, contact lists/databases, and filing systems.
- Preparing financial documents, including but not limited to check requests, purchase orders, and receiving reports.
- Completing clerical work assignments.
- Answering telephones and taking messages.
- Coordinating with other departments and agencies during the normal course of business.

#### **Additional Job Duties**

- Filling in for other administrative support staff, as necessary.
- Performing related duties as required.

*(Management reserves the right to add or amend any and all duties at any time.)*

## Recruitment and Selection Guidelines

### Knowledge, Skills, and Abilities

- Ability to communicate effectively in oral and written forms.
- Ability to research, interpret, and compile data/information into an appropriate medium, format, or established form.
- Ability to receive dictation or take notes and organize the information to produce documents.
- Ability to organize, prioritize, and plan work schedules to meet deadlines and variety of needs.
- The ability to use the office technology to complete work assignments, including word processing, database, presentation, publishing, and other specialized software applications.
- Considerable knowledge of standard and modern office practices and procedures.
- Considerable knowledge of the principles of grammar, spelling, and composition.
- Thorough knowledge of County functions, policies and procedures.
- Thorough knowledge of the Hyde County Emergency Services Department, its functions, policies, and procedures.
- Working knowledge of the organization's budgeting, purchasing, and personnel practices.
- Thorough knowledge of North Carolina General Statutes and local ordinances governing the responsibilities of Emergency Management and Emergency Medical Services.

### Physical Requirements

- Must be able to physically perform the basic life and operational functions of reaching, fingering, grasping, typing, talking, hearing, and repetitive motions.
- Must be able to perform light work exceeding 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.
- Must possess the visual acuity to prepare data and statistics, to work with accounting processes, to operate a computer terminal, and to perform extensive research or reading.

### Desirable Education and Experience

Graduation from a community college with an associate degree in business or public administration, finance, paralegal technology, or related degree and considerable advanced journey level administrative experience; or an equivalent combination of education and experience.

### Special Requirements

Willingness to successfully complete courses from FEMA Emergency Management Institute Independent Study Program, to include but not limited to IS-100, IS-200, IS-700, and IS-800/800b.

**This job description does not create an employment contract, implied or otherwise.**

## **EMERGENCY MEDICAL SERVICES (EMS) OPERATIONS SECTION CHIEF**

*(This job description supersedes any prior job description for the Lead Paramedic or Emergency Medical Services Operations Section Chief classifications.)*

### **General Statement of Duties**

Under general supervision, serves as Operations Section Chief for the Emergency Medical Services (EMS) Branch and assists in branch programs and activities. Work involves supervising the daily operations of the EMS Branch by ensuring the equipment is in working conditions, supplies are stocked and available on each response vehicle, and that each vehicle is staffed by qualified personnel.

### **Distinguishing Features of the Class**

An employee in this class is responsible for supervising the daily operations of the EMS Branch and ensures that the equipment is in working conditions, supplies are available on each response vehicle, and that each vehicle is staffed by qualified personnel. Additionally, work includes assisting in planning for response to man-made or natural disasters and assisting in other administrative functions, including but not limited to maintaining operational policies, scheduling personnel and maintaining supply inventories. Initiative and independent judgement are required. Work is under the supervision of the Emergency Services Director and evaluated through periodic conferences and by review of records and reports.

### **Duties and Responsibilities**

*(Any one position may not include all of the duties listed, nor do the listed examples include all tasks which may be found in positions of this class.)*

### **Essential Duties and Tasks**

- Responsible for supervising the daily operations of the EMS Branch and ensures that the equipment is in working conditions, supplies are available on each response vehicle, and that each vehicle is staffed by qualified personnel.
- Performs periodic skill, driving, and street/road familiarity evaluations with applicable branch personnel, utilizing the results to improve performance.
- Assists with monitoring and reviewing electronic patient care records and remediates employees with poor documentation skills.
- Assists the Emergency Services Director in reviewing, developing, and implementing EMS protocols for all care and provider levels within the EMS System.
- Assists with the Chart, Audit, and Peer Review processes.
- Participates in the recruitment of employees and assists in overseeing the orientation of new employees, which includes teaching protocols, procedures, standard operating procedures/guidelines, and demonstrating the proper use of applicable equipment.

- Participates in EMS Branch disaster preparedness and response activities, including work in any event designated incident command post or the Hyde County Emergency Operations Center.
- Assists with the development of emergency response drills/exercises for the EMS Branch and multiagency/multijurisdictional exercises as needed or required, preparing and delivering oral and/or written reports pertaining to the readiness of the staff.
- Assists in maintaining National Incident Management System (NIMS) compliance within the EMS Branch, by advertising available courses and ensuring that the employees have completed the required training.
- Assists with outreach by presenting public education briefs as necessary.

#### Additional Job Duties

- Responds to calls for service as a supervisor.
- Researches emerging trends within the emergency services disciplines and incorporates best practices into protocols, procedures, and clinical practices.
- Participates in the acquisition of funds to meet the goals of the EMS System.
- Performs related duties as required.

*(Management reserves the right to add or amend any and all duties at any time.)*

### **Recruitment and Selection Guidelines**

#### Knowledge, Skills, and Abilities

- Ability to communicate effectively in oral and written forms.
- Ability to maintain effective working relationships with employees and the public.
- Ability to exercise sound judgement during emergencies.
- Ability to research, interpret, and compile data/information into an appropriate medium, format, or established form.
- Ability to organize, prioritize, plan, coordinate, and evaluate work and schedules, individually and for others, to meet deadlines and variety of needs.
- The ability to use the office technology to complete work assignments, including word processing, database, presentation, publishing, and other specialized software applications.
- Thorough knowledge of the emergency services disciplines, including the integrated relationships between Emergency Management, Emergency Medical Services, Fire, and Law Enforcement.
- Thorough knowledge of advanced emergency medical procedures and techniques.
- Thorough knowledge of the equipment and supplies used in various emergency settings, including but not limited to the emergency care of patients and accident victims.
- Thorough knowledge of County functions, policies and procedures.
- Thorough knowledge of the Hyde County Emergency Services Department, its functions, policies, and procedures.
- Working knowledge of the organization's budgeting, purchasing, and personnel practices.

- Thorough knowledge of North Carolina General Statutes and local ordinances governing the responsibilities of Emergency Management and Emergency Medical Services.
- Knowledge of the North Carolina Emergency Management certification and State/Local Incident Management Team credentialing processes.

### Physical Requirements

- Must be able to physically perform the basic life and operational functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, lifting, fingering, grasping, feeling, talking, hearing, and repetitive motions.
- Must be able to perform very heavy work, exerting in excess of 100 pounds of force occasionally and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to lift objects.
- Must possess visual acuity to operate mobile equipment, monitor work site progress, and use measurement devices.

### Exposure Control

Work is likely to cause direct contact with blood or other bodily fluids to which universal precautions apply. Personal protective equipment is available and should be worn.

### Desirable Education and Experience

A High School diploma at a minimum, but an Associate's Degree from an accredited college or university in Emergency Medical Services or any other relevant discipline is preferred, with five (5) years of EMT-Paramedic experience. Previous work experience should include tenure as supervisor or an equivalent combination of experience and training that provides the knowledge, skills, and abilities to perform the duties of this position. Required credentials and certifications include:

- North Carolina Office of Emergency Medical Services (NCOEMS) EMT-Paramedic Certification and/or National Registry of Emergency Medical Technicians (NREMT) EMT-Paramedic Certification
- ITLS, ACLS, PALS, and CPR certifications
- Valid North Carolina Driver's License

### Special Requirements

Willingness to successfully complete courses from FEMA Emergency Management Institute Independent Study Program and North Carolina Emergency Management, to include but not limited to ICS-100, ICS-200, ICS-300, ICS-400 ICS-700, and ICS-800/800b.

**This job description does not create an employment contract, implied or otherwise.**

# EMERGENCY MEDICAL SERVICES (EMS) TRAINING SECTION CHIEF

*(This job description supersedes any prior job description for the Emergency Medical Services Training Section Chief classification.)*

## General Statement of Duties

Under general supervision, serves as Training Section Chief for the Emergency Medical Services (EMS) Branch and assists in branch programs and activities. Work involves continuous evaluation of EMS Branch employees' pre-hospital job performance of applicable branch personnel through analysis of electronic patient care records, skill testing, and observation of work.

## Distinguishing Features of the Class

An employee in this class is responsible for designing training objectives, scheduling instructors, and coordinating the EMS System's Continuing Education Program. Develops and oversees remediation programs and works closely with employees to correct performance deficiencies. Performs in accordance with State regulations and established varied emergency procedures and techniques. Initiative and independent judgement are required. Work is under the supervision of the Emergency Services Director and evaluated through periodic conferences and by review of records and reports.

## Duties and Responsibilities

*(Any one position may not include all of the duties listed, nor do the listed examples include all tasks which may be found in positions of this class.)*

### Essential Duties and Tasks

- Develops class objectives for the EMS System's Continuing Education Program based on directives from the Hyde County EMS Peer Review Committee, North Carolina Office of Emergency Medical Services, and Hyde County Emergency Services Director, in coordination with the local community college.
- Performs periodic skill, driving, and street/road familiarity evaluations with applicable branch personnel, utilizing the results to improve performance.
- Assists with monitoring and reviewing electronic patient care records and remediates employees with poor documentation skills.
- Assists the Emergency Services Director in reviewing, developing, and implementing EMS protocols for all care and provider levels within the EMS System.
- Maintains branch training records and performs administrative work required for re-credentialing of applicable staff.
- Maintains continuing education records and mandatory class requirements for employees.
- Oversees the Chart, Audit, and Peer Review processes and assists supervisors in correcting errors.

- Participates in the recruitment of employees and oversees the orientation of new employees, which includes teaching protocols, procedures, standard operating procedures/guidelines, and demonstrating the proper use of applicable equipment.
- Participates in EMS Branch disaster preparedness and response activities, including work in any event designated incident command post or the Hyde County Emergency Operations Center.
- Schedules, oversees, and evaluates emergency response drills/exercises for the EMS Branch and assists with the development of multiagency/multijurisdictional exercises as needed or required, preparing and delivering oral and/or written reports pertaining to the readiness of the staff.
- Maintains National Incident Management System (NIMS) compliance within the EMS Branch, by advertising available courses and ensuring that the employees have completed the required training.
- Assists with outreach by presenting public education briefs as necessary.

#### Additional Job Duties

- Responds to calls for service as a supervisor and educator.
- Researches emerging trends within the emergency services disciplines and incorporates best practices into protocols, procedures, and clinical practices.
- Participates in the acquisition of funds to meet the goals of the EMS System.
- Performs related duties as required.

*(Management reserves the right to add or amend any and all duties at any time.)*

### **Recruitment and Selection Guidelines**

#### Knowledge, Skills, and Abilities

- Ability to communicate effectively in oral and written forms.
- Ability to maintain effective working relationships with employees and the public.
- Ability to exercise sound judgement during emergencies.
- Ability to research, interpret, and compile data/information into an appropriate medium, format, or established form.
- Ability to organize, prioritize, plan, coordinate, and evaluate work and schedules, individually and for others, to meet deadlines and variety of needs.
- The ability to use the office technology to complete work assignments, including word processing, database, presentation, publishing, and other specialized software applications.
- Thorough knowledge of the emergency services disciplines, including the integrated relationships between Emergency Management, Emergency Medical Services, Fire, and Law Enforcement.
- Thorough knowledge of advanced emergency medical procedures and techniques.
- Thorough knowledge of the equipment and supplies used in various emergency settings, including but not limited to the emergency care of patients and accident victims.

- Considerable knowledge and understanding of instructional and training principles, methods, and techniques for the successful instruction of adult learners.
- Thorough knowledge of County functions, policies and procedures.
- Thorough knowledge of the Hyde County Emergency Services Department, its functions, policies, and procedures.
- Working knowledge of the organization's budgeting, purchasing, and personnel practices.
- Thorough knowledge of North Carolina General Statutes and local ordinances governing the responsibilities of Emergency Management and Emergency Medical Services.
- Knowledge of the North Carolina Emergency Management certification and State/Local Incident Management Team credentialing processes.
- Considerable knowledge of fire service training and the certification programs.

### Physical Requirements

- Must be able to physically perform the basic life and operational functions of climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, lifting, fingering, grasping, feeling, talking, hearing, and repetitive motions.
- Must be able to perform very heavy work, exerting in excess of 100 pounds of force occasionally and/or in excess of 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to lift objects.
- Must possess visual acuity to operate mobile equipment, monitor work site progress, and use measurement devices.

### Exposure Control

Work is likely to cause direct contact with blood or other bodily fluids to which universal precautions apply. Personal protective equipment is available and should be worn.

### Desirable Education and Experience

An Associate's Degree from an accredited college or university in Emergency Medical Services or any other relevant discipline, with five (5) years of EMT-Paramedic experience. Previous work experience should include tenure as supervisor and educator or an equivalent combination of experience and training that provides the knowledge, skills, and abilities to perform the duties of this position. Required credentials and certifications include:

- North Carolina Office of Emergency Medical Services (NCOEMS) EMT-Paramedic Certification and/or National Registry of Emergency Medical Technicians (NREMT) EMT-Paramedic Certification
- North Carolina Office of Emergency Medical Services (NCOEMS) Level I & II Instructor
- American Heart Association BLS, ACLS, and PALS Instructor Credentials
- ITLS and PHTLS Instructor Credentials
- Valid North Carolina Driver's License

Special Requirements

Willingness to successfully complete courses from FEMA Emergency Management Institute Independent Study Program and North Carolina Emergency Management, to include but not limited to ICS-100, ICS-200, ICS-300, ICS-400 ICS-700, and ICS-800/800b.

**This job description does not create an employment contract, implied or otherwise.**

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

**Meeting Date:** August 1, 2016  
**Presenter:** County Manager Bill Rich  
**Attachment:** Yes

**ITEM TITLE:** Animal Control

**SUMMARY:** At the current time, Hyde County has no animal control. Mr. J.M. Eakes resigned his position and we have re-initiated our efforts to have Tyrrell County be our animal control. They are taking it to their Board of Commissioners at their August 16, 2016 meeting.

**RECOMMEND:** NO ACTION – FOR DISCUSSION

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

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

**Vote:** \_\_\_ Earl Pugh, Jr.  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ John Fletcher  
\_\_\_ Barry Swindell

## Rosemary Johnson

---

**From:** Bill Rich <brich@hydecourtync.gov>  
**Sent:** Wednesday, July 27, 2016 4:38 PM  
**To:** Rjohnson@hydecourtync.gov  
**Subject:** FW: Animal control

---

**From:** Bill Rich [<mailto:brich@hydecourtync.gov>]  
**Sent:** Monday, July 25, 2016 11:27 AM  
**To:** [ccahoon@hydecourtync.gov](mailto:ccahoon@hydecourtync.gov); 'David Clegg'  
**Cc:** Kris Noble  
**Subject:** FW: Animal control

Guire,

Would you please give David Clegg an idea of our current activity and also what you expect that it may become if we are active with Tyrrell. Thanks.

Bill

---

**From:** David Clegg [<mailto:dclegg@tyrrellcounty.net>]  
**Sent:** Monday, July 25, 2016 9:38 AM  
**To:** 'Bill Rich'  
**Subject:** RE: Animal control

What is your activity like now? I would like to gauge it with our level of activity. Cecil has been pretty busy as of late.

---

**From:** Bill Rich [<mailto:brich@hydecourtync.gov>]  
**Sent:** Friday, July 22, 2016 12:15 PM  
**To:** 'David Clegg' <[dclegg@tyrrellcounty.net](mailto:dclegg@tyrrellcounty.net)>  
**Cc:** [ccahoon@hydecourtync.gov](mailto:ccahoon@hydecourtync.gov); Kris Noble <[knoble@hydecourtync.gov](mailto:knoble@hydecourtync.gov)>; Corrinne Gibbs <[CGibbs@hydecourtync.gov](mailto:CGibbs@hydecourtync.gov)>; Earl Pugh <[middletownfarms@embarqmail.com](mailto:middletownfarms@embarqmail.com)>  
**Subject:** Animal control

David,

I hope you are well. Back last year you and I spoke about merging Hyde with Tyrrell County and you guys doing our animal control on a contract basis. We are to a point where we would like to try it out if you are still willing. We request the following:

1. All Hyde county animal control calls will be referred to Tyrrell.
2. We would like you to respond to only Rabid and Vicious animal calls on Ocracoke Island.
3. We would like you to service our mainland as if it was Tyrrell county (with-in reason)
4. Per our earlier conversations we would recommend \$20.00 per hour for all calls plus mileage at State rates. We would recommend boarding fees at \$15.00 for the 1<sup>st</sup> day and \$5.00 each day there-after.

5. We can talk about other details such as collecting reimbursable charges, how to deal with civil court charges, animal disposal etc.

We are ready to go and would like to give this a 90 day run and see how it works for both of us. Let me know how you feel and have a great weekend.

Bill

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

**Meeting Date:** August 1, 2016  
**Presenter:** Commissioner Fletcher  
**Attachment:** No

**ITEM TITLE:** COMMISSIONER CONCERNS

**SUMMARY:** Commissioner Fletcher will present discussion on:

- a. Dashboard Cameras for Deputies
- b. Legalized Marijuana
- c. Slot Machines on Ferries

**RECOMMEND:** Discussion.

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

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

**Vote:** \_\_\_ Earl Pugh, Jr.  
\_\_\_ Barry Swindell  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ John Fletcher

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

**Meeting Date:** April 4, 2016  
**Presenter:** Kris Cahoon Noble  
**Attachment:** No

**ITEM TITLE:** NATIONAL PARK SERVICE – HANDICAP BEACH ACCESS  
UPDATE

**SUMMARY:** Staff will provide an update on National Park Service efforts in regard to:

- 1) Highway 12 Road Relocation
- 2) NPS Firebreak
- 3) Soundside Beach Access

**RECOMMEND:** No action required.

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

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

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

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

**Meeting Date:** August 1, 2016  
**Presenter:** Chairman, Vice-Chair, Commissioners and Manager  
**Attachment:** No

**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:** \_\_\_ Earl Pugh, Jr.  
\_\_\_ Barry Swindell  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ John Fletcher

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

**Vote:** \_\_\_ Earl Pugh, Jr.  
\_\_\_ Barry Swindell  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ John Fletcher

### Manager's Calendar (July 2016)

|    |    |  |
|----|----|--|
| F  | 1  | Ocracoke   |
| S  | 2  |  |
| S  | 3  |  |
| M  | 4  |  |
| T  | 5  | Board of Commissioners Meeting - Swan Quarter  |
| W  | 6  | Ocracoke-Interview with UNC TV Re: Ocracoke/Peter Vankevich  |
| TH | 7  | Interview w/Katherine Cosack Re: Passenger Ferries   |
| F  | 8  | Ocracoke-Meeting with Kim Meacham & Helena Stevens Re: Makers Market.<br>4pm: Fireworks Committee Meeting-Community Center                   |
| S  | 9  |  |
| S  | 10 |  |
| M  | 11 | Ocracoke - Interview w/Sundae Horne Re: Hyde Co. /Conference call regarding Home Health sale with Fred, Luana, Erin & Ron                    |
| T  | 12 | Ferry to Swan Quarter - Meeting w/Corrinne Re: School Board Loan/Meeting with Donnie Shumate/Meeting w/Carol & Martin Evans Re: Campground   |
| W  | 13 | Meetings w/Justin Gibbs, Laurie Potter. Conference call with Ocracoke Civic & Business Assoc.  |
| TH | 14 | Meeting w/Earl Pugh Re: Introduction of IT Manager Donnie Shumate, 1:30 pm: Meeting with Luana and Corrinne Re: Budget                       |
| F  | 15 | Ferry to Ocracoke  |
| S  | 16 |  |
| S  | 17 |  |
| M  | 18 | Ocracoke - Worked on offer to sell for Home Health   |
| T  | 19 | Ferry to Swan Quarter  |
| W  | 20 | Pocosin Lakes NWR Meeting - Swan Quarter-2 pm  |
| TH | 21 | Joe McClees-Re-negotiation of contract   |
| F  | 22 | 10 am meeting with Guire, Kris and Corrinne Re. Animal Control/Ferry to Ocracoke   |
| S  | 23 |  |
| S  | 24 |  |
| M  | 25 | Ocracoke   |
| T  | 26 | Ferry to Swan Quarter - 2 pm - 4 pm -River Forest Manor Tour   |
| W  | 27 | Meeting with Corrinne Re: Smart procurement/Meetings with Darlene Berry (Sr. Center), Averi Simmons (Hyde Chamber) & Clint Berry (Utilities) |
| TH | 28 | In Office - Swan Quarter   |
| F  | 29 | Raleigh - Mattamuskeet Lodge meeting at NC WRC   |
| S  | 30 |  |
| S  | 31 |  |

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

**Meeting Date:** August 1, 2016  
**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:** August 1, 2016  
**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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|---|---|---|
| Motion Made By: <input type="checkbox"/> Earl Pugh, Jr.<br>(Enter) <input type="checkbox"/> Barry Swindell<br><input type="checkbox"/> Dick Tunnell<br><input type="checkbox"/> Ben Simmons<br><input type="checkbox"/> John Fletcher | Motion Seconded By: <input type="checkbox"/> Earl Pugh, Jr.<br><input type="checkbox"/> Barry Swindell<br><input type="checkbox"/> Dick Tunnell<br><input type="checkbox"/> Ben Simmons<br><input type="checkbox"/> John Fletcher | Vote: <input type="checkbox"/> Earl Pugh, Jr.<br><input type="checkbox"/> Barry Swindell<br><input type="checkbox"/> Dick Tunnell<br><input type="checkbox"/> Ben Simmons<br><input type="checkbox"/> John Fletcher |
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|--|---|---|
| Motion Made By: <input type="checkbox"/> Earl Pugh, Jr.<br>(Exit) <input type="checkbox"/> Barry Swindell<br><input type="checkbox"/> Dick Tunnell<br><input type="checkbox"/> Ben Simmons<br><input type="checkbox"/> John Fletcher | Motion Seconded By: <input type="checkbox"/> Earl Pugh, Jr.<br><input type="checkbox"/> Barry Swindell<br><input type="checkbox"/> Dick Tunnell<br><input type="checkbox"/> Ben Simmons<br><input type="checkbox"/> John Fletcher | Vote: <input type="checkbox"/> Earl Pugh, Jr.<br><input type="checkbox"/> Barry Swindell<br><input type="checkbox"/> Dick Tunnell<br><input type="checkbox"/> Ben Simmons<br><input type="checkbox"/> John Fletcher |
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