

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

**Meeting Date:** August 3, 2020  
**Presenter:** Chairman Earl Pugh, Jr.  
**Attachment:** No

**ITEM TITLE:** OPENING

**SUMMARY:** Call to Order  
Opening Prayer  
Pledge of Allegiance

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

**Meeting Date:** August 3, 2020  
**Presenter:** Chairman Earl Pugh, Jr.  
**Attachment:** Yes

**ITEM TITLE:** CONSIDERATION OF AGENDA

**SUMMARY:** Attached is the proposed Agenda for the August 3, 2020 Regular Meeting of the Hyde County Board of Commissioners.

**RECOMMEND:** Review, Amend and Approve.

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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

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MOTION MADE BY: \_\_\_ PUGH

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

MOTION SECONDED BY: \_\_\_ PUGH

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

VOTE: \_\_\_ PUGH

# AGENDA

## HYDE COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING

~~[MONDAY, AUGUST 3, 2020 - 6:00PM]~~

THURSDAY, AUGUST 6, 2020 6:00PM

MEETING WILL BE AVAILABLE TO WATCH VIA FACEBOOK LIVE

[HTTPS://WWW.FACEBOOK.COM/HYDECOUNTYNC/](https://www.facebook.com/HydeCountyNC/)

### CALL TO ORDER

### CONSIDERATION OF AGENDA

### CONSIDERATION OF MINUTES

July 6, 2020

- Regular Meeting Minutes

### PUBLIC HEARINGS (NONE)

### **PUBLIC COMMENTS**

Public Comments are a time for the public to make comments to the County Commissioners. Comments should be kept to three (3) minutes or less and comments should be directed to the entire Board and not to individual members, the staff or to other members of the public. Comments requesting assistance will typically be referred to the County Manager for follow-up or for Board action at a future meeting.

### ITEMS OF CONSIDERATION

#### APPOINTMENTS

- 1) Swan Quarter Township Commissioner Seat.....Manager Noble
- 2) BHM Library Board.....Manager Noble
- 3) Ocracoke Waterways Commission.....Commissioner Pahl
- 4) NCACC Voting Delegate.....Manager Noble

#### RESOLUTIONS

- 1) Resolution Of Respect For Honorable James Roger "Little Brother" Topping.....Manager Noble
- 2) Resolution In Support Of Swan Quarter Volunteer Fire Department Substation.....Manager Noble
- 3) Proclamation Child Support Awareness Month 2020.....Donnie Shumate
- 4) State of Emergency Actions.....Joey Williams
  - a) Proclamation Ending Hurricane Dorian SOE
  - b) Ratification of SOE Proclamation and Amendments During Hurricane Isaias
  - c) Proclamation Ending Hurricane Isaias SOE

**PRESENTATIONS**

- 1) Tax Collections..... Linda Basnight
  - Report – July 2020
  - Report - FY19-20
- 2) Audit Presentation .....Alan Thompson

**OTHER ITEMS OF CONSIDERATION**

- 1) Position Name and Classification Change - EMS Director.....Corrinne Gibbs
- 2) Position Name and Classification Change - EMS Deputy Director.....Corrinne Gibbs
- 3) Change of Authorized Check Signatories for the County of Hyde.....Corrinne Gibbs
- 4) Ocracoke Liaison Job Description Adoption.....Manager Noble
- 5) Building Inspector Contract.....Manager Noble
- 6) Disaster Recovery Planning Specialist.....Manager Noble
- 7) Teach’s Hole EMS Station Lease.....Manager Noble
- 8) Travel Trailer Emergency Evacuation Notice.....Joey Williams
- 9) Urgent Repair Program Policies and Guidelines.....Stephanie Watson
- 10) MOU NPS Sediment Management Framework.....Manager Noble

**\*Highlighted sections are items that have changed or were added after original packet was sent\***

**BUDGET MATTERS**

- 1) PAVING IMPROVEMENTS
- 2) **HEALTH DEPARTMENT**
- 3) DSS - CPS APS

**MANAGEMENT REPORTS**

The Commissioners, County Manager and Assistant County Manager will share with the public their various activities and ideas for continuous improvement of government services to the citizens.

**PUBLIC COMMENTS**

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.

**CLOSED SESSION in accordance with NCGS143A-318.11 (a) (6)**

**ADJOURN**

**SUPPLEMENTAL INFORMATION**

**Department Reports**

**Department Heads' reports will be attached to update the public with departmental activities and ideas for continuous improvement of government services to the citizens.**

**Informational Items**

- 1) Final Public Notice - FEMA PA - Ocracoke EMS & Davis Center**
- 2) Public Comment Pocosin Refuge**
- 3) DOI Letter - Rebuilding Monuments**
- 4) Presidential EO Building or Rebuilding Monuments**
- 5) Grain Marketing Webinar Ad Final**
- 6) Drive Through COVID-19 Testing for Ocracoke**
- 7) President Trump Signs "Great American Outdoors Act"**
- 8) County Press Releases from Tropical System Isaias**

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

**Meeting Date:** August 3, 2020  
**Presenter:** Donnie Shumate  
**Attachment:** Yes - July 6, 2020 Meeting Minutes

**ITEM TITLE:** CONSIDERATION OF MINUTES

**SUMMARY:** Attached are the July 6, 2020 Regular Meeting Minutes of the Hyde County Board of Commissioners.

**RECOMMEND:** REVIEW, AMEND AND APPROVE.

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

**REGULAR MEETING MINUTES**

**HYDE COUNTY BOARD OF COMMISSIONERS  
MONDAY, JULY 6, 2020**

Chairman Pugh stated that we are all saddened by the untimely passing of Commissioner Topping and offered our condolences to the Topping family. Following the opening prayer by Commissioner Swindell and Pledge of Allegiance, Chairman Pugh called the Regular Meeting of the Hyde County Board of Commissioners to order at 6:00p.m., on Monday, July 6, 2020 in the Hyde County Government Center Multi-Use Room.

Due to COVID-19 restrictions, the July 6, 2020 Hyde County Board of Commissioners meeting was live streamed via the Hyde County Public Information Facebook page and a phone dial in option to listen was available for anyone without reliable internet access. The video is available on County's website, Facebook page, and YouTube channel for download to a personal device.

The following members were present on the mainland: Chairman Earl Pugh, Jr.; Commissioner Shannon Swindell; County Manager Kris Cahoon Noble; County Attorney Fred Holscher; and Deputy Clerk to the Board Donnie Shumate.

Vice-chairman Tom Pahl attended via videoconference from Ocracoke.

**CONSIDERATION OF AGENDA:**

Commissioner Swindell moved to approve the Monday, July 6, 2020 Regular Meeting Agenda as presented by the Clerk. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

**CONSIDERATION OF MINUTES:**

**June 1, 2020 – Regular Meeting Minutes**

Commissioner Swindell moved to approve the June 1, 2020 regular meeting minutes as amended, list amended on page 7 line 28 ~~adjourn the meeting~~ recess the meeting until June 9, 2020 at 10:00am.; and page 7 line 32 ~~adjourned~~ recessed. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

**June 9, 2020 Special Meeting Minutes (Recessed and Reconvened June 15, 2020)**

Commissioner Swindell moved to approve the June 9 & 15, 2020 special meeting minutes as presented. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

**June 15, 2020 Public Hearing Minutes**

Commissioner Swindell moved to approve the June 15, 2020 public hearing minutes as presented. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

**June 29, 2020 Special Meeting Minutes**

Commissioner Swindell moved to approve the June 29, 2020 special meeting minutes as presented. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

**July 1, 2020 Special Meeting Minutes**

Commissioner Swindell moved to approve the July 1, 2020 special meeting minutes as presented. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

**PUBLIC HEARING:**

### **Ocracoke Development Ordinance**

Commissioner Pahl moved to open Public Hearing on Ordinance to Amend Chapter 36: Subdivisions, Section 36-145, Definitions And Rules Of Construction, And Section 36-174 (1), Table Of Development Standards, Of The Code Of Ordinances Of The County Of Hyde, North Carolina. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

Hearing no public comment, Commissioner Pahl moved to close Public Hearing on Ordinance to Amend Chapter 36: Subdivisions, Section 36-145, Definitions And Rules Of Construction, And Section 36-174 (1), Table Of Development Standards, Of The Code Of Ordinances Of The County Of Hyde, North Carolina. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

Commissioner Pahl moved to approve Ordinance to Amend Chapter 36: Subdivisions, Section 36-145, Definitions And Rules Of Construction, And Section 36-174 (1), Table Of Development Standards, Of The Code Of Ordinances Of The County Of Hyde, North Carolina effective on July 6, 2020, contingent upon no addition written comments being received within the required 24 hour period following this public hearing. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

### **PRESENTATIONS:**

#### **Tax Collections Report**

Manager Noble presented the TR-407 Daily Distribution Report for June 2020 in Tax Administrator Basnight's absence. Manager Noble reported that Tax Administrator Basnight will attend the August meeting to present the yearly tax collection report and believes that we will have a favorable collection rate in comparison to the past couple of years. Vice-chairman Pahl stated that it appears that we collected around \$34,000 more in June 2020 than we did in June 2019 and was surprised to see that considering the many difficulties we faced (Dorian and COVID). He asked if anyone could comment on this. Manager Noble stated that she believes that is correct. IT Manager Donnie Shumate stated that addition of our online tax payment system has contributed to this, as we have had around \$50,000 collected online so far this year.

Commissioner Pahl moved to accept the TR-407 Tax report as presented. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

#### **2020 Census Update**

Derek Dorazio, US Census Bureau, presented an update on the 2020 Census for Hyde County. Unfortunately, the county currently has the 94th lowest reported response rate of the 100 counties in North Carolina. Our current reported response rate is only 37.5%, putting the County at risk of a possible undercount which could negatively impact funding and resources for the next decade. It is estimated that each person that is not counted is worth approximately \$2,000 in federal funding a year. Non Response follow up (knocking on doors to get data) will begin as early as August 11, 2020 until October 31, 2020. He recommended getting the complete count committee back together to formulate a plan to increase response rate and also offered some additional ideas that have worked in other areas.

#### **COVID-19 Update**

Health Director, Luana Gibbs, presented an update on COVID-19 in Hyde County. She stated that as of July 6, 2020, we have had 22 total laboratory confirmed cases with 11 cases still active. We've had only one hospitalization so far and no deaths. Testing is being done at the health department, Engelhard Medical Center, and the Ocracoke Health Center. The health department is going to be conducting mass testing events, with one planned for the mainland on July 15, 2020 at the Mattamuskeet School parking lot. A mass testing event is also being planned for Ocracoke and they are working on a location for that now.

#### **ABC Board Update**

Meredith Nicholson presented a financial update from the Hyde County ABC Board. She indicated that after several years of increased profit, they will incur a loss this year. The board is estimating a loss of \$20,000 for the year, due to revenues lost from Hurricane Dorian and COVID-19. They do have enough cash reserves to continue operations. She also reports that they were able to give their employees hazard pay during the COVID-19 emergency, which is consistent with other county ABC Boards throughout the state.

**Employee/Volunteer/Friend of the Month**

Manager Noble recognized Donnie Shumate, Deputy Clerk, and Jane Hodges, Permit Technician, for the extra hours they have put in while filling in for Board Clerk/Admin Assistant to the County Manager, Lois Stotesberry, while she is out of the office.

Manager Noble asked that everyone keep Connie Burelson in their prayers as she lost her father over the weekend.

Manager Noble recognized Chris Williams, Daniel Cahoon and everyone else that helped with organizing a fireworks display in Swan Quarter over the 4th of July weekend. She stated that it was well received by the community.

Manager Noble stated that our hearts are heavy tonight with the passing of Commissioner Topping and asked the Board to authorize her to prepare a resolution in honor of his service to the County. The resolution would be presented to the Topping family in August.

Commissioner Swindell moved to authorize Manager Noble to create a resolution honoring Commissioner Topping's service to the County. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

**PUBLIC COMMENT:**

Brenda Peacock submitted a public comment via email and it was read into record by the deputy clerk. She asked that NRPOs (non resident property owners) be represented in Ocracoke Control Group meetings.

Hearing no further comment from the public, Chairman Pugh continued the meeting.

**ITEMS OF CONSIDERATION:**

**Resolution to Adopt Northeastern NC Hazard Mitigation Plan**

Manager Noble presented a resolution to adopt the Northeastern NC Hazard Mitigation Plan. The Northeastern NC Regional Hazard Mitigation Plan is still being reviewed by NCEM; however, in an effort to move forward with the plan update process, NCEM has asked that we proceed with plan adoptions.

Commissioner Pahl moved to adopt the Northeastern NC Hazard Mitigation Plan. Commissioner SWindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

**Resolution to Amend Fire Protection Contract with SQVFD**

Chief Jeffery Stotesberry of the Swan Quarter Volunteer Fire Department (SQVFD) presented a resolution to amend the Fire Protection Contract between the SQVFD and Hyde County. The resolution is asking that the County treats the SQVFD Lake Comfort substation as if it was a separate fire district station in regards to any future funding from the county.

Commissioner Pahl moved to adopt the resolution to amend the Fire Protection Contract with SQVFD. Commissioner Swindell seconded the motion. After further discussion and considering a recommendation from the County Attorney, Commissioner Pahl moved to amend the original motion adding - adopt the resolution pending a revision that doesn't bind the board to specific provisions in future contracts, but states the intent to treat all substations and departments the same with regard to future budget appropriations. Commissioner Swindell seconded the motion. The motion to amend the motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping. The amended motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

**Project Budget Ordinance - Stream Debris Removal**

Daniel Brinn, Flood Manager, presented a Project Budget Ordinance and contract for accepting \$368,814 in funds from the North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water Conservation for snagging and stream debris clearing activities in related to Hurricanes Florence, Michael, and Dorian.

Commissioner Swindell moved to approve the Stream Debris Removal Grant Contract. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

Commissioner Swindell moved to approve the Stream Debris Removal Project Budget Ordinance. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

#### **Project Budget Ordinance - Clean Water Management Grant**

Daniel Brinn, Flood Manager, presented a Project Budget Ordinance for the Clean Water Management Trust Fund Grant (grant approved November 4, 2019) that is funding \$158,804 for planning and engineering activities for the purpose of implementing the Mattamuskeet Watershed restoration Plan.

Commissioner Swindell moved to approve the Clean Water Management Trust Fund Grant Project Budget Ordinance. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

#### **Hyde County Board of Health Appointment**

Health Director, Luana Gibbs, presented a recommendation from the Hyde County Board of Health to appoint Gabrielle Russ to their vacant board position. Ms. Russ is a dental hygienist and will serve in lieu of a Dentist, as there are no Hyde County dentist residents at this time. The Board of Health met and discussed this recommendation at the June 16, 2020 meeting.

Commissioner Swindell moved to appoint Gabrielle Russ to the vacant Board of Health position. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

#### **Hyde County ABC Board Appointment**

Meredith Nicholson presented a recommendation to appoint current Hyde County ABC Board member Glenda B. Williams to an additional three year term, running from July 1, 2020 to June 30, 2023.

Commissioner Swindell moved to appoint Glenda B. Williams to an additional three year term. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

#### **2020-21 Hyde County Youth Athletics Service Contract Approval**

Natalie Wayne, Hyde County Cooperative Extension Director, presented a contract for the 2020-21 Hyde County Youth Athletics (HCYA) Coordinator Service between Cody Horton and Hyde County. Cody Horton filled this position for the 2019-20 year as well. She reports that the HCYA had a very successful year.

Commissioner Pahl moved to approve the HCYA Service Contract. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

#### **MOU - NC Wildlife Resources Commission and US Fish and Wildlife Service**

Daniel Brinn, Flood Manager, presented a Memorandum of Understanding between Hyde County, the North Carolina Wildlife Resources Commission and The U.S. Department of the Interior U.S. Fish and Wildlife Service. The Agreement defines the proposed relationship between the above listed parties as the partnership continues moving forward with the implementation of the Lake Mattamuskeet Watershed Restoration Plan.

Commissioner Pahl asked how the process is going. Mr. Brinn stated that they are currently doing the planning and engineering work needed to start utilizing the \$1.8 million for infrastructure. Commissioner Pahl asked when we might start seeing improvement in the water quality of the lake. Mr. Brinn stated that they are about two years out from full implementation of the plan. He also stated that the plan is a living document and changes may need to be made as they progress through the process but they had a great group of people working on it.

Commissioner Swindell moved to adopt the Memorandum of Understanding between Hyde County, the North Carolina Wildlife Resources Commission and The U.S. Department of the Interior U.S. Fish and Wildlife Service. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

#### **MOU - BJA Stop Grant**

Joey Williams, Emergency Manager, presented a Memorandum of Understanding between the Hyde County

Sheriff's Office and Beaufort County Community College for the US Bureau of Justice Administration Stop School Violence Grant. The grant will provide two portable firearms simulators to conduct life like training scenarios.

No action necessary by the board.

**MOA - Statewide Mutual Aid and Assistance**

Joey Williams, Emergency Manager, presented the North Carolina Statewide Mutual Aid and Assistance Agreement for 2020 between NC Emergency Management and Hyde County. This is an agreement the county enters into every year for reciprocal emergency management aid and assistance.

Commissioner Pahl moved to approve the North Carolina Statewide Mutual Aid and Assistance Agreement. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

Joey Williams also gave an update on the Hyde County Juvenile Jail Project. He stated that the project has been delayed due to the COVID-19 pandemic but still planned to move forward as soon as possible. The project is estimated to provide a profit center that would create approximately \$81,000 with 13 inmates, \$346,391 with 16 inmates. He also stated that if we were able to add an additional 16 beds in another building, it could generate a profit of \$1.2 million. This would also create additional jobs in the county with very competitive salaries. The county also believes it is in a great position to offer excellent rehabilitation services to these juveniles.

**Contract for Consultant Services**

Manager Noble presented a contract for consultant services with Bill Rich, Special Projects Manager, for \$25,000 a year. Duties would include the following:

1. Supervise tax collection efforts by legal counsel, including coordination and facilitation of the sale of properties owned by the County due to tax foreclosure as agreed to by the Board.
2. Manage the Revolving Loan Fund as it relates to new loans, collections, and raising additional funds through Golden Leaf.
3. Continue to be a liaison between Hyde County and the NC DOT as well as Ferry Division as it relates to vehicle ferries, passenger ferries and Ocracoke trams.
4. Continue representing Hyde County on the Beaufort Hyde Community Foundation, the Partnership for the Sounds, and the UNC School of Government Boards.

Commissioner Pahl moved to approve the contract for consultant services with Bill Rich. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

**Contract for Maintenance Services Davis Ventures**

Manager Noble presented a contract for the lawn maintenance and cleaning services of the Hyde Davis Center with Michael Adams. Mr. Adams was in this position last year as well and the contract is for the same terms this year.

Commissioner Pahl moved to approve the contract for consultant services with Bill Rich. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

**BUDGET REVISIONS: (none)**

**MANAGEMENT REPORTS:**

Commissioner Swindell stated that the budget process went well and that everyone should be commended for keeping services steady and trimming the budget. He thanked the Insurance Commissioner and State Fire Marshal Mike Causey for his visit to Swan Quarter to award grant checks to the local Fire Departments and for listening to everyone's thoughts and concerns. He stated again that our thoughts and prayers are with the Topping family and that they had a beautiful service for Commissioner Topping. He was a man of the people and cared very much about the community.

Commissioner Pahl stated that he regrets he was not able to attend the service for Commissioner Topping but was glad he was able to come to the mainland for the budget workshops and spend time with him. He sends condolences from the Ocracoke community to the Topping family. He stated Ocracoke has a lot of visitors right now but that businesses are continuing to struggle. However, everyone is working very hard to provide the experience visitors have come to expect when vacationing there and he commends their efforts.

Chairman Pugh agrees that the service for Commissioner Topping was nice and that he will be missed. Chairman Pugh stated that he attended meetings for the Board of Health and the Albemarle Commission.

Manager Noble stated that it was nice to get the budget process done and that we will continue to evaluate it as we move forward this year and more revenues become available. She stated that the county is busy managing multiple grants in regard to housing. We just finished five homes on the mainland that were damaged during Hurricanes Irene and/or Florence and issued certificates of occupancy. We are also continuing to work on getting the money from individual assistance grants for Hurricane Dorian to the long term recovery group and keeping up with the travel trailer project. The Ocracoke Express passenger ferry and tram service began service again this past holiday weekend. We are also working heavily on the Davis Ventures project and are starting to see some movement on those grant fundings.

**PUBLIC COMMENT:**

Lida Wylie Jones of Hyde County submitted a public comment via web submission and it was read into record by the deputy clerk. She asked if there was a way to enforce mask wearing on the ferries and on the island and is worried about those at risk on the island.

Hearing no further comment from the public, Chairman Pugh continued the meeting.

**CLOSED SESSION: (none)**

Commissioner Swindell moved to adjourn the meeting. Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Swindell; Nays – none; Absent or not voting – Simmons, Topping.

The meeting adjourned at 8:30pm.

Respectfully submitted:

Minutes approved on the 3rd day of August, 2020.

Attest:

\_\_\_\_\_  
Donnie Shumate  
Deputy Clerk, Hyde County Board of Commissioners

\_\_\_\_\_  
Earl Pugh, Jr.  
Chair, Hyde County Board of Commissioners

**Attachments (delete this if no attachments)**

**Exhibit A:** [title]

**Exhibit B:** [title]

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

**Meeting Date:** August 3, 2020  
**Presenter:** Citizens  
**Attachment:** Yes

**ITEM TITLE:** PUBLIC COMMENTS

**SUMMARY:** Citizens are afforded an opportunity at this time to comment on issues they feel may be of importance to the Commissioners and to their fellow citizens.

Comments should be kept to (3) minutes and directed to the entire Board, not just one individual Commissioner, staff member or to a member of the audience.

Time for one person cannot be used by another person.

Comments that reflect the need for additional assistance will be directed to the County Manager or referred to a future meeting agenda.

**RECOMMEND:** Receive comments.

# Hyde County Board of Commissioners Public Comment Form

Public comments can be made by submitting this form. You can also do so by sending an email to [dshumate@hydecountync.gov](mailto:dshumate@hydecountync.gov) or by leaving a voicemail at 252-926-5288. The comment will be played or read aloud during the normal public comment session in the meeting.

Public Comments are a time for the public to make comments to the County Commissioners. Comments should be kept to three minutes or less, when read aloud, and comments should be directed to the entire Board and not to individual members, the staff, or to other members of the public. Comments requesting assistance will typically be referred to the County Manager for follow-up or for Board action at a future meeting.

Enter your full name. \*

Chip Shewbridge

What township or city are you from? \*

Potomac Falls

State \*

North Carolina

Other: Virginia

If your comment requires follow up, how would you like us to contact you? (if you do not require follow up you can leave this blank)

[REDACTED]

What is your comment? \*

I am appalled that Hyde County Board has not, and refuses to, gone to bat with the NC Department of Ferry Division, NC Department of Transportation, state senators and governor regarding procuring priority passes for non-resident property owners. Between our property taxes, and occupancy taxes, we comprise a SIGNIFICANT percentage of the Hyde County tax revenue. I ask the board to review the budget resolutions passed in the last year...2 years...10 years...and subtract out just the occupancy tax dollars. And challenge you to find a replacement for those dollars.

Since the Board refuses to take on this challenge on our behalf, I am prepared to take action. First and foremost, I will do NOTHING that could harm the residents of Ocracoke. I know how much they rely on the tourism inventory the NRPOs provide, on a very small island.

So, if the Board does not take up this issue, and do so nearly immediately, here is my plan. I will rent my home in the 2021 season, and perhaps beyond, for nearly nothing. I am willing to absorb the cost to me so the Board clearly understands this situation is not acceptable. I will also start a campaign to get as many homeowners on the island as possible to join me.

Thank you for your consideration on this important issue.

This form was created inside of Hyde County.

Google Forms

# Hyde County Board of Commissioners Public Comment Form

Public comments can be made by submitting this form. You can also do so by sending an email to [dshumate@hydecountync.gov](mailto:dshumate@hydecountync.gov) or by leaving a voicemail at 252-926-5288. The comment will be played or read aloud during the normal public comment session in the meeting.

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Enter your full name. \*

Valerie Gokturk

What township or city are you from? \*

Ocracoke / Glen Cove

State \*

North Carolina

Other: .....

If your comment requires follow up, how would you like us to contact you? (if you do not require follow up you can leave this blank)

What is your comment? \*

To the Commissioners: Thank you for giving us a chance to voice our concerns.

The short version of my statement today: tax payers on Ocracoke should be afforded the same rights and privileges as residents (tax paying and renters).

The longer version: We have been a 50 year summer fixture on the island, and we have always thought of the island as home. Once the priority pass went into effect, despite having residency full year a few years, we were quickly left behind. We have not been able to make a simple Food Lion grocery run because we never know how many hours we will have to wait coming back.

Hurricane Dorian also highlighted our lower caste. NRPOs (as we have come to realize our label) had much difficulty returning to clean up property.

Finally, the biggest insult was banning property owners from seeking shelter during quarantine and then grossly opening the island to tax payers less than a week before allowing tourists to return.

It's time to treat property owners like residents. Many of us choose to live here for as long as we can, and we have supported the island in ways that can't be measured. We are tax payers, and the way we have been treated needs to stop.

1. We should have ferry priority.
2. We should be referred to as Property Owners, not "non-resident," which is non-helpful. Does a driver's license change the facts? How many days and years "count"? We are tax payers, period.
3. We should have ALL the same rights as full year residents to access our property before, during or after a storm or pandemic or whatever other insanity the universe throws at us.

Thank you for doing the right thing and what is just.

This form was created inside of Hyde County.

Google Forms

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**Fwd: Discriminatory treatment towards NRPO's**

1 message

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**Cheryl Larsen** [redacted]  
To: dshumate@hydecourtync.gov

Tue, Aug 4, 2020 at 12:15 PM

Sent from my iPhone

Begin forwarded message:

**From:** Cheryl Larsen [redacted]  
**Date:** August 4, 2020 at 11:50:01 AM EDT  
**To:** [thpahl@earthlink.net](mailto:thpahl@earthlink.net)  
**Subject:** Fwd: Discriminatory treatment towards NRPO's

Sent from my iPhone

Begin forwarded message:

**From:** Cheryl Larsen [redacted]  
**Date:** August 4, 2020 at 11:48:22 AM EDT  
**To:** [lsrotesberry@hydecourtync.gov](mailto:lsrotesberry@hydecourtync.gov)  
**Subject:** Discriminatory treatment towards NRPO's

Hyde County Board if Commissioners:

I am a non resident property owner on Ocracoke. I am beyond frustrated that the concerns of the NRPO's have fallen on deaf ears. Any number of us have written to you voicing our concerns and to date we have not been acknowledged. Our concerns have not changed nor has our frustration with the Board of Commissioners.

We contribute hugely to Hyde County tax revenue. Our voices should matter. For that reason, we again call on you to show us respect and concerns for our current issues.

We urge you to end the discriminatory policy regarding the priority passes for NRPO's. We ask that you take up our request for these passes with the NC Department of Ferry Division, NC Department of Transportation, state senators and governor. We urge you to take a stand for us. We are not asking for special treatment. We are asking for equal treatment. As tax paying property owners we request that we are afforded the same rights and freedoms granted to all Ocracoke residents, including those concerning re-entry.

Thank you for your consideration.

Respectfully,  
Cheryl Larsen

Sent from my iPhone



Donnie Shumate <dshumate@hydecourtnc.gov>

---

## Non Resident Property Owner

1 message

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Joyce Overton [REDACTED]  
To: "dshumate@hydecourtnc.gov" <dshumate@hydecourtnc.gov>

Wed, Aug 5, 2020 at 8:51 AM

I have been a property owner on Ocracoke for twenty-six years, paying taxes, and contributing to the community in many other ways. All I ask in return is to be given the same considerations as the resident property owners. In other words, to be treated equally. For years I have waited for hours to board a ferry. Many times creating hardships while building the cottage, and then later to maintain it. There have been many times when a weekend of work was planned for the cottage and 4-5 hours each way were taken up waiting in line for the ferry. We are told about the need for the residents to go and come in a timely manner. Living in a rural area, my family and I also have to spend hours traveling for medical and dental appointments, as well as other essential travel. As non resident property owners we have needs also. Most of us are not there to vacation, but rather to work on our property and keep it well maintained for guests. We have limited time to do that.

We are aware of situations where individuals have priority passes and do not meet the current criteria. People can become creative in order to circumvent the system. As tax paying property owners, there should be no distinction between non residents and residents when boarding a ferry. Non residents time is valuable too. No one should have the right to determine that the residents time is more important, and that they shouldn't have to wait to board a ferry. We are requesting support from the Hyde County Government Officials to implement changes to the current priority pass qualifications to include Non Resident Property Owners.

Thank you in advance for your support.

Joyce Satterthwaite  
Non Resident Property Owner

Sent from [Mail](#) for Windows 10



Donnie Shumate <dshumate@hydecourtync.gov>

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## Priority passes for NRPO's

1 message

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**Tracy Kelley** [REDACTED]

Mon, Aug 3, 2020 at 10:49 AM

To: dshumate@hydecourtync.gov

Please consider granting NRPO's the ability to avoid the long lines at the ferry!

We spend a lot of time on the island and it is so very frustrating that we are stuck in long lines waiting to get to our home that we pay taxes on.

Thank you,

\*\*\*\*\*

Tracy Kelley

\*\*\*\*\*

Happy moments, praise God.  
Difficult moments, seek God.  
Quiet moments, worship God  
Painful moments, trust God .  
Every moment, thank God.

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## We are all Ocracoke Home Owners

1 message

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Tue, Jul 7, 2020 at 12:08 PM

Reply-To: [REDACTED]

To: "Istotesberry@hydecourtnc.gov" <Istotesberry@hydecourtnc.gov>, "thpahl@earthlink.net" <thpahl@earthlink.net>, "dshumate@hydecourtnc.gov" <dshumate@hydecourtnc.gov> [REDACTED]

Hyde County Commissioners

You have received many letters from Ocracoke "NRPO's" all with the same theme. Does this not indicate that it is time to make some changes and give the "NRPO's" some of the same rights as residents? What is going to happen if Ocracoke has another damaging Hurricane, are we going to be excluded in returning to our homes and have to endure the additional damage caused by the the entry delay? Not all "NRPO's" have homes on Ocracoke for financial gains. How many of these people have homes on Ocracoke because they Love the Island and it's people?

We purchased our dream home on Ocracoke in 1991. I had been coming to the Island with my parents since 1954. When I got married I brought my wife to the Island. Our Son and Daughter both Love the Island and bring their families to the Island for June vacations, Thanksgiving and between Christmas and New Years. Roseanne and I have been spending the winter time in Ocracoke.

We have a permit to build a garage so that we can retire on Ocracoke. The pilings were scheduled to be put in starting on the Saturday after Dorian? We decided to fore go installing the pilings when so many others needed houses raised or replaced before we need our garage.

The only way we can afford the house is doing all of our own work on the house.

With Dorian, we are NRPO's and we had to wait a week before we were allowed on the Island. We had water damage and the mold had started growing before we could start to tear out all the under pining and insulation and re-mediate the mold. We had mold growing inside the house and have gotten the inside dried out. We could not get any help, because we were not a resident. We could not get any of our family members on the Island to help, because their names are not on the deed and/or there address is not there? Roseanne and I continued to work on the house until we had to go back to Delaware, March 6th, for family issues. Little did we know that we would not be allowed back on the Island.

The floors are buckling and we were not sure how the mold situation was in the house. Not being there we were not able to get the laminated floors replaced?

We were allowed back May 11th with visitors being allowed back on the Island on May 16th? What is going on?

Now really, could we have not been allowed to come back to our home, way before visitors were allowed to come to the Island? Do you not think that we would not take a lot more care to avoid the spread of the virus than visitors?

Now is the time to help the "NRPO's" and grant them the same rights and freedoms under Hyde County Law.

1 Eliminate the "NRPO's" designation, we are all property owners and we all pay the same taxes (those who rent their homes contribute more to the tax base). Is it not time for Hyde County to stop being discriminatory towards non-residents, so that we can stop incurring added hardships and expenses that other property owners and even residents who rent homes are not subjected to.

2 Make sure that the above allows "NRPO's" back onto the Island after disasters, so that they can deal with their homes in a timely manor, as residents are allowed to do, so that we do not have to incur the added damages that resulted from the extended wait for us to get onto the Island. How can you think our homes are any less precious to us? We will not be able to pay taxes if we lose Our Homes? What has been done to us is a crime of feelings and humanity.

3 Ferry priority passes? Just how many "NRPO's" would all be going off the Island at the same time, that would create a problem for residents to not miss a ferry and have to wait? Again, we pay taxes and should at least have the same benefit.

4 Eliminating the "NRPO" designation should then give us all representation on the decision make bodies such as the Ocracoke Control group, giving us the same involvement in determining restrictions, re-entry and many other options that residents now have.

You have received many other letters with many more good suggestions and reasons why you should consider doing away with the "NRPO" designation. I would hope that the Hyde County Commissioner's will consider doing the

fair and right thing for all Ocracoke home owners.

If you will not consider making some of these changes, I think we should at least get a reason of why not, for each of these suggested items.

Malcolm & Roseanne Kroeber



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

**Meeting Date:** August 3, 2020  
**Presenter:** County Manager Noble  
**Attachment:** No

**ITEM TITLE:** Appointment to BHM Regional Library Board

**SUMMARY:** The Chair of the Beaufort Hyde Martin Regional Library Board has requested that Ms. Gwen Mullen be reappointed to the board. Her term expired in December 2019.

**RECOMMEND:** APPROVE APPOINTMENT

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

**Meeting Date:** August 3, 2020  
**Presenter:** County Manager Noble  
**Attachment:** Yes - Delegate Form

**ITEM TITLE:** North Carolina Association of County Commissioners Voting Delegate

**SUMMARY:** The NCACC 113th Annual Conference Business Session will be held by virtual platform on Thursday, August 6, at 11 a.m. Each county will be entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President.

In order to facilitate the voting process, NCACC has asked that each county designate one voting delegate (and also may assign one alternate voting delegate) prior to Annual Conference using the attached Designation of Voting Delegate form.

**RECOMMEND:** APPROVE CHAIR PUGH AS NCACC VOTING DELEGATE AND VICE CHAIR PAHL AS ALTERNATE.

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## Designation of Voting Delegate to NCACC Annual Conference

I, Earl Pugh, Jr. , hereby certify that I am the duly designated voting delegate for Hyde County at the 113<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held during the **virtual\*** Annual Business Session on August 6, 2020, at 11 a.m.

Voting Delegate Name: Earl Pugh, Jr.

Title: Chair of Hyde County Board of Commissioners

In the event the designated voting delegate is unable to attend, Tom Pahl, has been selected as Hyde County's alternate voting delegate.

Alternate Voting Delegate Name: Tom Pahl

Title: Vice Chair of Hyde County Board of Commissioners

### Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Alisa Cobb via email by **Monday, August 3, 2020** close of business:

Email: [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org)

**\*Please note – due to the COVID-19 pandemic, the 113<sup>th</sup> NCACC Annual Conference will be held virtually with voting taking place via an electronic platform.**

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

**Meeting Date:** August 3, 2020  
**Presenter:** Ocracoke Commissioner Tom Pahl  
**Attachment:** No

**ITEM TITLE:** Appointment to the Ocracoke Waterways Commission

**SUMMARY:** Commissioner Pahl will nominate Chelsea Futrell to the Ocracoke Waterways Commission. Ms. Futrell is a resident of Ocracoke and has worked in and is an advocate for the commercial fishing industry.

**RECOMMEND:** APPOINT

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

**Meeting Date:** August 3, 20202  
**Presenter:** County Manager Noble  
**Attachment:** Yes - Letter of Nomination

**ITEM TITLE:** COMMISSIONER APPOINTMENT - SWAN QUARTER TOWNSHIP

**SUMMARY:** The Hyde County Democratic Party Executive Committee has recommended the appointment of Goldie Mae Topping of Swan Quarter to fill the Swan Quarter Township seat on the Hyde County Board of Commissioners.

**RECOMMEND:** APPOINT AND ISSUE OATH

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## Third Congressional District

July 23, 2020

Earl Pugh Jr., Chairman  
Hyde County Board of Commissioners  
PO Box 188  
Swan Quarter, NC 27885

Lora Byrd, Chair  
Hyde County Board of Elections  
PO Box 152  
Swan Quarter, NC 27885

Dear Chairmen Pugh and Byrd,

We are all saddened by the loss of Commissioner James "Little Brother" Topping last month. As you know that created a vacancy on the Hyde County Board of Commissioners as of his death on June 29th.

Consistent with NC General Statute § 153A-27.1; the Hyde County Democratic Party Executive Committee met tonight and unanimously voted to recommend that you appoint Goldie Mae Topping of Swan Quarter to fill the vacancy. Ms. Topping is a longtime resident of Swan Quarter and will serve Hyde County well.

Similarly, consistent with NC General Statute § 163-115; the Hyde County Democratic Party Executive Committee met tonight and unanimously voted nominate Goldie Mae Topping of Swan Quarter as the Democratic candidate on the November 2020 General Election ballot for the seat vacated by Commissioner James Topping's death for the remainder of the unexpired term.

Thank you for your time and attention to this matter.  
Sincerely,

A handwritten signature in blue ink that reads "Lisa D. Carawan".

Lisa D. Carawan, Chair  
Hyde County Democratic Party

A handwritten signature in blue ink that reads "D. Christopher Hardee".

D. Christopher Hardee, Chair  
3<sup>rd</sup> Congressional District

CC by email: Wayne Goodwin, NCDP Chairman  
Lois Stotesberry, Clerk to the Board  
Viola Williams, Elections Director  
The Coastland Times

Third Congressional District | Chris Hardee, Chair  
PO Box 1765, Manteo, NC 27954 | 252-216-7900 | chardee@ncdp.org

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

**Meeting Date:** August 3, 2020  
**Presenter:** County Manager Noble  
**Attachment:** Yes - Resolution

**ITEM TITLE:** RESOLUTION OF RESPECT FOR HONORABLE JAMES ROGER  
“LITTLE BROTHER” TOPPING

**SUMMARY:** County Manager Noble will present resolution honoring former Commissioner Topping.

**RECOMMEND:** APPROVE

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**Board of Commissioners**

Earl Pugh, Jr., Chair  
Tom Pahl, Vice-Chair  
Benjamin Simmons, III  
Shannon Swindell  
Goldie 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 Stotesberry, CMC, NCCC  
Clerk to the Board



## RESOLUTION OF RESPECT FOR HONORABLE JAMES ROGER “LITTLE BROTHER” TOPPING

**WHEREAS**, the Swan Quarter Township is located in Hyde County in the great state of North Carolina and serves as the seat of the county;

**WHEREAS**, the Swan Quarter Township was privileged to have the Honorable James Roger “Little Brother” Topping duly elected to serve as its Commissioner on the Hyde County Board of Commissioners for the Historic County of Hyde;

**WHEREAS**, James Roger “Little Brother” Topping loved this county and its people, its natural beauty and was granted the opportunity to live here most of his natural life; and left his earthly home to peacefully enter his heavenly home with the Lord on Monday, June 29, 2020;

**WHEREAS**, James Roger “Little Brother” Topping was appointed to the Hyde County Board of Commissioners as the first African American to hold that position in 1987 and held the seat for eighteen months and was again elected to serve on the Hyde County Board of Commissioners in 2018 serving until his death in June of 2020;

**WHEREAS**, it was always in his nature to help people and serving on the Board of Commissioners is where he hoped he could help the people of Hyde County the most;

**WHEREAS**, he was an active member of the Hyde County Transit Board, and the Hyde County JCPC Board; he was a member of New Branch Masonic Lodge #785 Swan Quarter, NC; he served as a member of the Arabic Order of the Mystic Shrine, Rofelt Pasha Temple No. 175, a member of Holy Royal Arch Masons, and Bright Star of East Chapter No. 74;

**WHEREAS**, James Roger “Little Brother” Topping, served Hyde County as an elected official;

**BE IT RESOLVED** that the Honorable James Roger “Little Brother” Topping rest in peace to a servitude of higher calling.

**AND THEREFORE BE IT FURTHER RESOLVED** that a Resolution honoring the Honorable James Roger “Little Brother” Topping become a part of the records of the Hyde County Board of Commissioners and a copy presented to his beloved family, this the 3rd day of August 2020.

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Donnie Shumate  
Deputy Clerk to the Board

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Earl Pugh Jr., Chairman  
Hyde County Board of Commissioners

# James Roger "Little Brother" Topping

February 20, 1952 ~ June 29, 2020 (age 68)

## Obituary



Sunrise: February 20, 1952

Sunset June 29, 2020

On Monday, June 29, 2020 James Roger Topping left his earthly home to peacefully enter his heavenly home with the Lord.

James was born on February 20, 1952 to the late James Delama and Marjorie Sadler Topping.

James accepted Christ at an early age when he joined St. Mary Disciple Church of Christ in Swan Quarter, NC. He was a graduate of Mattamuskeet High School.

James started his working career as a teen by becoming the first African American to guide on Mattamuskeet Lake while still attending high school. He was employed in the maintenance department of The Hyde County School System for seventeen years. He worked part time for the Winterville Police Department in Winterville, NC. He worked alongside his parents in the family business, Topping's Lakeside Restaurant and Motel in the early 80's to the mid 90's. He continued the business started by his father, James

Topping and Sons General Contractor until his health declined. He ended his working career at Hyde County Corrections in Swan Quarter, NC when he retired in 2015.

James was appointed to the Hyde County Board of Commissioners as the first African American to hold that position in 1987. He held the seat for eighteen months. He was elected to serve on the Hyde County Board of Commissioners in 2018. It was always in his nature to help people and serving on the Board of Commissioners is where he hoped he could help the people of Hyde County the most. He was an active member of the Hyde County Transit Board, and the Hyde County JCPC Board. He was a member of New Branch Masonic Lodge #785 Swan Quarter, NC. He was a member of the Arabic Order of the Mystic Shrine, Rofelt Pasha Temple No. 175, a member of Holy Royal Arch Masons, and Bright Star of East Chapter No. 74.

James was united in Holy Matrimony to Goldie Rickard in 1979. They were blessed with two sons, James Antonio "Boo-Boo" Topping, Gyno R. Topping, and one daughter, Victoria Mackey Davis.

"Little Brother" as he was so well known, was a person who loved people. He brought joy to his family and many friends who loved him. He loved to hunt, fish, play cards, talk, joke, and laugh with people he had just met. He met no strangers.

James leaves to cherish his memories his wife Goldie of the home, two sons, James Antonio "Boo-Boo" Topping (Rhonda) of Swan Quarter, NC and Gyno R. Topping (Marlene) of Greenville, NC; one daughter, Victoria Mackey Davis (Donavan) Charlotte, NC. Three sisters, Mary Topping Gibbs (Wallace); Brenda Topping Murray, and Dorene Topping Holloway (Floyd) all of Swan Quarter, NC. Two aunts Emma Sadler Blount (Jerome) of Newport News VA; Florence "Bobbie" Topping of Washington, NC; Two uncles Samuel Sadler of Dallas, TX. and Clifford Topping (Marie) of Swan Quarter, NC; three nephews; James B. Murray, Wallace "BumBee" Gibbs, Jr. both of Greenville, NC and Phillip "Andy" Holloway (Alishia) of Swan Quarter, NC; one niece Marjorie Gibbs Bond (Roy) of Elizabeth City, NC; eight grandchildren, five great grandchildren and a host of nephews nieces and friends. Four incredibly special friends, Richard Spencer of Engelhard, NC; Cecil "CJ" Hardee of Greenville, NC; Maxwell Selby, Jr. of Fairfield, NC and Mark Carawan of Swan Quarter, NC.

A funeral service will be held at 11:00 a.m., Saturday, July 4, 2020, at the Ponzer Community Building.

Friends may visit with the family Friday afternoon from 3:00 p.m. to 5:00 p.m. at Bryan Funeral Service, Swan Quarter.

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

**Meeting Date:** August 3, 2020  
**Presenter:** County Manager Noble  
**Attachment:** Yes - Resolution

**ITEM TITLE:** Resolution to Amend Fire Protection Contract between the Swan Quarter Volunteer Fire Department and Hyde County

**SUMMARY:** At the July Regular Board of Commissioners meeting, the board voted to approve a resolution supporting the Swan Quarter Volunteer Fire Department in their efforts to build and operate a substation. County Attorney Holscher has worked with Fire Chief Jeffrey Stotesberry to provide the attached resolution.

**RECOMMEND:** APPROVE

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**RESOLUTION TO AMEND FIRE PROTECTION CONTRACT BETWEEN THE  
SWAN QUARTER VOLUNTEER FIRE DEPARTMENT AND HYDE COUNTY**

**WHEREAS**, the Swan Quarter Volunteer Fire Department, Inc. ("SQVFD") was established in 1971 as an IRS recognized 501(c)(4) organization whose mission is to provide a fire incident response and a first-responder service for medical emergencies in its district,

**WHEREAS**, the SQVFD is an incorporated, nonprofit volunteer fire department pursuant to Chapter 55 of the North Carolina General Statutes,

**WHEREAS**, the SQVFD desires to build a new sub-station at a location to be determined in the Lake Comfort area of Hyde County,

**WHEREAS**, on the 3<sup>rd</sup> day of February, 2020, the Hyde County Board of Commissioners passed a resolution in support of said new sub-station,

**WHEREAS**, the SQVFD currently has a contract with Hyde County to provide fire protection to an area of Hyde County defined by the fire and mutual aid districts being served by the SQVFD,

**WHEREAS**, said contract became effective as of the 1<sup>st</sup> day of July, 2018, for a one (1) year period, but extends and renews automatically each year for a period of four (4) additional years with a total duration not to exceed five (5) years (June 30, 2023), unless one party notifies the other in writing no less than sixty (60) days prior to the annual renewal date of that party's desire not to renew,

**WHEREAS**, the SQVFD desires to enter into an agreement with the United States Department of Agriculture Rural Development to assist the SQVFD with funding for the construction of said sub-station, which funding will consist of a loan of forty-five percent (45%) of the construction costs,

**WHEREAS**, the SQVFD desires an assurance from Hyde County that the aforementioned contract will be amended to provide that, once said sub-station is built and is operational, Hyde County will provide the SQVFD an additional appropriation for that particular year equal to the then current amount appropriated to the SQVFD that is attributable to that particular year under the contract and that Hyde County will continue to appropriate to the SQVFD, so long as said contract remains in force, an additional amount each subsequent year equal to the then current amount appropriated to SQVFD that is attributable to each subsequent year under the contract,

**WHEREAS**, the SQVFD desires that Hyde County make similar appropriations to the SQVFD in any future contracts that are entered between the SQVFD and Hyde County, and

**WHEREAS**, the Hyde County Board of Commissioners desires to amend the aforementioned contract with the SQVFD in the manner described above and currently intends to provide for the same appropriations in future contracts that are entered between the SQVFD and Hyde County.

**NOW, THEREFORE, BE IT RESOLVED** that the Hyde County Board of Commissioners does unanimously agree to enter a formal amendment as described above to the aforementioned contract with the SQVFD and currently intends to enter similar contracts in the future with the SQVFD and the other volunteer fire departments in the County that are consistent with the current contracts, as amended, and this Resolution, understanding that the current Board of Commissioners for Hyde County cannot legally bind future Boards of Commissioners for Hyde County.

Adopted this the 3<sup>rd</sup> day of August, 2020.

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Earl Pugh, Jr., Chairman  
Hyde County Board of Commissioners

ATTEST:

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Donnie Shumate, Deputy Clerk to the  
Hyde County Board of Commissioners

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

**Meeting Date:** August 3, 2020  
**Presenter:** Donnie Shumate  
**Attachment:** Yes

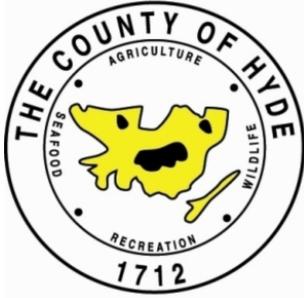
**Item Title:** Proclamation Child Support Awareness Month 2020

**SUMMARY:** Hyde County is recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Hyde Counties families by providing child support services to improve the economic stability and well-being of children.

**RECOMMEND:** Approve

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**State of North Carolina  
County of Hyde**

**Proclamation**

**Child Support Awareness Month 2020**

WHEREAS, Hyde County is recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Hyde Counties families by providing child support services to improve the economic stability and well-being of children; and

WHEREAS, in State Fiscal Year 2019-2020, more than \$242 thousand in child support was collected from parents of Hyde Counties children, and

WHEREAS there are nearly 180 child support orders in place, working to ensure that more than 179 children receive financial support from their parents; and

WHEREAS, Child Support Awareness Month salutes the diligent working parents who spend time with their child and who make regular child support payments, to safeguard their children's future: and

WHEREAS, strengthening individuals and families promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's futures; and

WHEREAS, children who do not receive adequate financial and emotional support from their parents may experience greater difficulty in becoming healthy, happy and productive citizens; and

WHEREAS, many concerned and dedicated judges, district attorneys, clerks of court, sheriffs' personnel and child support professionals work to establish and enforce child support orders for Hyde County children, one of our counties most vital resources;

NOW, THEREFORE, We, the Hyde County Board of Commissioners, do hereby proclaim August 2020, as "CHILD SUPPORT AWARENESS MONTH" in Hyde County, and commend its observance to all citizens.

IN WITNESS WHEREOF,

Hyde County Board of Commissioners

\_\_\_\_\_  
Chairman

Attest:

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

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

**Meeting Date:** August 3, 2020  
**Presenter:** Joey Williams  
**Attachment:** Yes

**ITEM TITLE:** State of Emergency Actions

**SUMMARY:** Joey Williams, Emergency Manager, will present the following:

- a) Proclamation Ending SOE for Hurricane Dorian
- b) Ratification of SOE and Amendments for Hurricane Isaias
- c) Proclamation Ending SOE for Hurricane Isaias

**RECOMMEND:** APPROVE

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SWINDELL		
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TOPPING		

**BOARD OF COMMISSIONERS  
OF THE COUNTY OF HYDE,  
NORTH CAROLINA**



**PROCLAMATION**

**TERMINATION OF STATE OF EMERGENCY**

**HURRICANE DORIAN**

**AUGUST 6, 2020**

**WHEREAS**, on September 1, 2019, I Earl Pugh, Jr., Chairman of the Hyde County Board of Commissioners, determined and declared that a State of Emergency existed within Hyde County.

**WHEREAS**, I have determined that the conditions constituting a state of emergency no longer exists in Hyde County.

**NOW THEREFORE**, I hereby terminate the above referenced declaration of a state of emergency and all the restrictions and orders contained therein.

This declaration is effective August 6, 2020 at 6:00 p.m.

ATTEST:

\_\_\_\_\_  
Donnie Shumate  
Deputy Clerk, Hyde County Commissioners

\_\_\_\_\_  
Earl Pugh, Jr., Chairman  
Hyde County Board of Commissioners



**BOARD OF COMMISSIONERS  
OF THE COUNTY OF HYDE,  
NORTH CAROLINA**

**PROCLAMATION**  
**STATE OF EMERGENCY FOR HYDE COUNTY**  
**Hurricane Isaias**

**WHEREAS**, Pursuant to Hyde County Ordinances, Chapter 166 A of the General Statutes and Article 36 A of Chapter 14 of the General Statutes, I have determined a State of Emergency exists in Hyde County, and

**WHEREAS**, I therefore proclaim the existence of a State of Emergency in the County of Hyde effective as of 8:00 am on July 31, 2020 and

**WHEREAS**, I hereby direct all county law enforcement officers, county employees, public safety personnel, and all emergency management personnel, subject to my control, to cooperate in the enforcement and implementation of the provisions of the emergency as may be necessary or convenient, and

**WHEREAS**, I specifically authorize and direct all applicable department heads and their employees to take such steps and to make such applications as may be necessary, useful, or convenient to mitigate the effects of damage to life or property of Hyde County and its residents and persons who work in or who are located in Hyde County arising out of Hurricane Isaias and its related weather conditions, and

**Now therefore this proclamation is signed on this date, July 31, 2020,  
and becomes effective at 8:00 am on July 31, 2020.**

Donnie Shumate  
Deputy Clerk,  
Hyde County Commissioners

Earl Pugh, Jr., Chairman  
Hyde County Board of Commissioners



**AMENDMENT TO THE DECLARATION OF STATE OF EMERGENCY IN HYDE  
COUNTY**

**SEC.1. The undersigned declared the existence of a state of emergency in Hyde County on July 31, 2020.**

**SEC.2. In consideration of Hurricane Isaias entry to ocracoke will be restricted to the priority pass system with no visitors allowed. Visitors currently on Ocracoke can remain until further action is taken.**

A handwritten signature in black ink, appearing to read 'Earl Pugh, Jr.', written over a horizontal line.

Earl Pugh, Jr., Chairman

Hyde County Board of Commissioners

A handwritten signature in black ink, appearing to read 'Donnie Schumate', written over a horizontal line.

Donnie Schumate

Deputy Clerk, Hyde County  
Board of Commissioners

# COUNTY OF HYDE

## Board of Commissioners

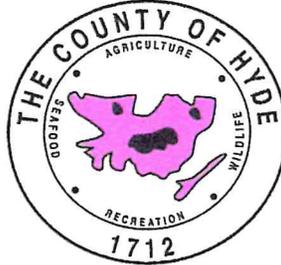
Earl Pugh, Jr., Chair  
Tom Pahl, Vice-Chair  
Benjamin Simmons  
Shannon Swindell  
James Topping

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

Kristen Noble  
County Manager

Franz Holscher  
County Attorney

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board



## **AMENDMENT TO THE STATE OF EMERGENCY AND MANDATORY EVACUATION FOR OCRACOKE ISLAND**

**JULY 31, 2020**

**SEC.1. The undersigned declared the existence of a state of emergency and mandatory evacuation in Hyde County on July 31, 2020.**

**SEC.2. In consideration of Hurricane Isaias all residents of the County owned temporary trailers must evacuate in accordance with the rental agreement and evacuation order.**



Earl Pugh, Jr., Chairman

Hyde County Board of Commissioners



Donnie Schumate

Deputy Clerk, Hyde County  
Board of Commissioners



**BOARD OF COMMISSIONERS  
OF THE COUNTY OF HYDE,  
NORTH CAROLINA**

**PROCLAMATION**

**STATE OF EMERGENCY FOR HYDE COUNTY  
MANDATORY EVACUATION FOR OCRACOKE ISLAND**

**HURRICANE ISAIAS**

**JULY 31, 2020**

**WHEREAS**, Pursuant to Hyde County Ordinances, Chapter 166 A of the General Statutes and Article 36 A of Chapter 14 of the General Statutes, I have determined a State of Emergency exists in Hyde County; and,

**WHEREAS**, I therefore proclaimed the existence of a State of Emergency in the County of Hyde effective at 8:00 a.m. on Friday, July 31, 2020; and,

**WHEREAS**, Ocracoke entry will be restricted and the priorities are as follows: 1) Emergency Personnel and Equipment, 2) NCDOT Highway and Power Company Personnel and Equipment, 3) Sanitation Personnel and Equipment, 4) Mail and Parcel Delivery, and 5) Commodities and Fuel Vendors until ferry operations cease; and,

**WHEREAS**, I hereby direct all county law enforcement officers, county employees, public safety personnel, and all emergency management personnel, subject to my control, to cooperate in the enforcement and implementation of the provisions of the emergency as may be necessary or convenient; and,

**WHEREAS**, I specifically authorize and direct all applicable department heads and their employees to take such steps and to make such applications as may be necessary, useful, or convenient to mitigate the effects of damage to life or property of Hyde County and its residents and persons who work in or who are located in Hyde County arising out of Tropical Storm Isaias, and its related weather conditions; and,

**NOW THEREFORE**, This proclamation becomes effective for visitors at 12:00pm (noon) on Friday, July 31, 2020 and for Residents and Non-Resident Property Owners at 6:00 a.m. on Saturday, August 1, 2020

Signed on this date, July 31, 2020.

ATTEST:

Donnie Shumate  
Deputy Clerk, Hyde County Commissioners

Earl Pugh, Jr., Chairman  
Hyde County Board of Commissioners

# COUNTY OF HYDE

## Board of Commissioners

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

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

Kristen Noble  
County Manager

Franz Holscher  
County Attorney

Lois Statesberry, CMC, NCCCC  
Clerk to the Board



## AMENDMENT TO THE DECLARATION OF STATE OF EMERGENCY IN HYDE COUNTY

**SEC.1. The undersigned declared the existence of a state of emergency in Hyde County on July 31, 2020.**

**SEC.2. I hereby and immediately terminate the mandatory evacuation order issued for Ocracoke Island residents, property owners, and vendors.**

**SEC 3. I hereby terminate the evacuation order of Ocracoke Island for visitors effective Wednesday, August 5, 2020 at 6:00am.**

Earl Pugh, Jr., Chairman

Hyde County Board of Commissioners

Donnie Shumate

Deputy Clerk, Hyde County  
Board of Commissioners

**BOARD OF COMMISSIONERS  
OF THE COUNTY OF HYDE,  
NORTH CAROLINA**



**PROCLAMATION**

**TERMINATION OF STATE OF EMERGENCY**

**HURRICANE ISAIAS**

**AUGUST 6, 2020**

**WHEREAS**, on July 31, 2020 at 8:00 a.m., I Earl Pugh, Jr., Chairman of the Hyde County Board of Commissioners, determined and declared that a State of Emergency existed within Hyde County.

**WHEREAS**, I have determined that the conditions constituting a state of emergency no longer exists in Hyde County.

**NOW THEREFORE**, I hereby terminate the above referenced declaration of a state of emergency and all the restrictions and orders contained therein.

This declaration is effective August 6, 2020 at 6:00 p.m.

ATTEST:

\_\_\_\_\_  
Donnie Shumate  
Deputy Clerk, Hyde County Commissioners

\_\_\_\_\_  
Earl Pugh, Jr., Chairman  
Hyde County Board of Commissioners

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

**Meeting Date:** August 3, 2020  
**Presenter:** Linda Basnight  
**Attachment:** Yes

**ITEM TITLE:** Tax Report

**SUMMARY:** Linda Basnight, Tax Administrator, will present the July 2020 Collections Report and the FY 19-20 Yearly Collections Report.

**RECOMMEND:** ACCEPT

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

**Meeting Date:** August 3, 2020  
**Presenter:** Alan Thompson  
**Attachment:** Yes

**ITEM TITLE:** Audit Presentation

**SUMMARY:** Presentation of the FY 19-20 Audit

**RECOMMEND:** ACCEPT

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

**Meeting Date:** August 3, 2020  
**Presenter:** Corrinne Gibbs  
**Attachment:** Yes

**ITEM TITLE:** Position Name and Classification Change - EMS Director

**SUMMARY:** Proposal to change the name of the Emergency Medical Services Operations Division Chief position to Emergency Medical Services Director. This change would also reclassify the Pay Grade of this position.

**RECOMMEND:** APPROVE

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

**Meeting Date:** August 3, 2020  
**Presenter:** Corrinne Gibbs  
**Attachment:** Yes

**ITEM TITLE:** Position Name and Classification Change - EMS Deputy Director

**SUMMARY:** Proposal to change the name of the Emergency Medical Services Deputy Operations Section Chief position to Emergency Medical Services Deputy Director. This change would also reclassify the Pay Grade of this position.

**RECOMMEND:** APPROVE

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

**Meeting Date:** August 3, 2020  
**Presenter:** Corrinne Gibbs  
**Attachment:** Yes

**ITEM TITLE:** Change of Authorized Check Signatories for the County of Hyde

**SUMMARY:** Proposal to change the list of authorized signatories for checks issued by the County of Hyde.

**RECOMMEND:** APPROVE

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

**Meeting Date:** August 3, 2020  
**Presenter:** County Manager Noble  
**Attachment:** Yes - Ocracoke Liaison Job Description

**ITEM TITLE:** Ocracoke Liaison Job Description Adoption

**SUMMARY:** The Ocracoke Liaison position has evolved over the last several years from an Assistant Public Information Officer to include other job duties and roles. Currently, this position is vacant due to a retirement. This job description more fully encompasses the true nature of the position. This position is currently funded in FY 2020-2021 and the new job description should be adopted with Hyde County's Pay Plan prior to the advertisement of the position.

**RECOMMEND:** REVIEW AND ADOPT THE OCRACOCKE LIAISON JOB DESCRIPTION INTO THE HYDE COUNTY PAY PLAN.

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**Ocracoke Liaison  
Job Description**

**Job Title:** Ocracoke Liaison  
**Department:** Administration  
**Supervisor:** Public Information Officer  
**Type of Position:** Part time/ Hourly  
**Per Hour Rate:**  
**Hours:** Tuesdays and Thursdays, 8 am to 12 pm and as needed  
(See Special Demands below)

**General Job Description:**

The Ocracoke Liaison is in charge of working with different people to help Hyde County accomplish a common goal to provide services to the citizens of Ocracoke.

The Ocracoke Liaison must facilitate communications between the citizens of Ocracoke and various County Departments while working to connect those citizens with the county resources they need.

**Duties and Responsibilities:**

The Ocracoke Liaison will maintain office hours regularly on Tuesdays and Thursdays from 8 am to 12 pm at the Ocracoke Community Center. During this time, the liaison will assist residents with all questions in regard to Hyde County Departments and assist residents in obtaining the information needed in regard to county services.

This employee issues all Ocracoke Re-entry passes. Applications and renewals are completed year round by mail and online. Applications may also be filed during office hours.

This employee is responsible for hosting the Ocracoke side of all Hyde County Board of Commissioners meetings including the regular meeting on the first Monday of each month, special called meetings, and emergency meetings. Attendance at other meetings may be required throughout the month. The employee sets up the room including placement of chairs and tables, sets up and tests the teleconferencing equipment prior to each meeting, and operates the equipment during the meeting. The employee is responsible for the take down of all chairs and tables, storage of teleconferencing equipment, and locking the facility.

This employee will keep meeting minutes for some meetings and will be trained and appointed as a Deputy Clerk to the Board of Commissioners.

This employee will assist the Hyde County Public Information Officer each week with the publication of the Hyde Happenings and other public information as directed by the PIO.

**Special Demands:**

During major events including but not limited to hurricanes, major power outages, disease outbreaks, or other disasters, the liaison will be responsible for vetting island entry requests and coordinating with the County Manager, Emergency Manager and outside agencies in any way directed. During such events residents may need assistance with SBA, IA, DSS, unemployment, legal aid or other forms of assistance. The liaison will work to provide residents with information and assistance before, during and after a disaster.

During major events the liaison will support the Emergency Manager in holding Ocracoke Control Group meetings including meeting minutes and will attend all meetings. The liaison will also assist the PIO with press releases and the Clerk and Emergency Manager with State of Emergency Proclamations.

The liaison will work with the Hyde County Grant Administrator and islanders to accept, process, and update grant applications for housing and other individual assistance after disaster events. The liaison will be asked to complete intake, gather information, and acquire photos of damaged homes.

This employee will be required to work in the Emergency Operations Center on the island after a disaster to process temporary entry permits for vendors, service workers, and others as directed by the Emergency Manager and instructed by the Public Information Officer.

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

**Meeting Date:** August 3, 2020  
**Presenter:** County Manager Noble  
**Attachment:** Yes - Contract

**ITEM TITLE:** Building Inspector Contract

**SUMMARY:** The attached contract renews the contract with Mr. John Contestable to continue to provide services as Hyde County Building Inspector for a term of one year. All other terms remain the same as the previous year's contract. The funding for this position is included in the FY 2020-2021 budget.

**RECOMMEND:** APPROVE CONTRACT.

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**NORTH CAROLINA  
HYDE COUNTY**

**BUILDING INSPECTOR SERVICES AGREEMENT**

**THIS AGREEMENT** (hereinafter "Agreement") is made and entered into as of the 16th day of August, 2020 (hereinafter "Effective Date") by and between **HYDE COUNTY**, a political subdivision of the State of North Carolina (hereinafter "County") and **JOHN CONTESTABLE**, a resident of Dare County, North Carolina ( hereinafter "Contestable").

**WITNESSETH**

**WHEREAS**, County desires to contract with Contestable as an independent contractor, and Contestable desires to contract with County as an independent contractor, to provide County certain building inspector and building inspection services pursuant to the terms, conditions, and provisions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the receipt and legal sufficiency of which are acknowledged by each party, County and Contestable do hereby contract and agree as follows.

1. **APPOINTMENT AS BUILDING INSPECTOR.** County hereby appoints Contestable as a building inspector with the duty of enforcing the building codes and related laws of the State of North Carolina and Hyde County. Contestable hereby accepts said appointment and, during the period of his appointment, will faithfully discharge the duties of that office.
2. **AREA OF SERVICE.** The areas in which Contestable shall serve shall be all of Hyde County, provided that County may hereafter obtain building inspection services from other providers; in which case, Contestable shall be promptly notified and the area in which his services are to be provided may be adjusted as set forth in that notice. Contestable shall cooperate fully with any building inspector appointed by County.
3. **SUPERVISION.** In the performance of his services under this Agreement, Contestable shall not be under the supervision of any County employee and shall carry out his duties as building inspector in accordance with all applicable federal, state and local laws, ordinances, rules, and regulations, including but not limited to the North Carolina Building Codes and Hyde County Code. Contestable shall be an independent contractor; however, in the fulfillment of his contractual responsibilities, he shall confer with the County Manager as requested by the County Manager. Contestable shall provide written monthly reports to the County Manager on all significant activities undertaken by him pursuant to this Agreement.
4. **REQUESTS FOR SERVICE.** Requests to Contestable for building inspection services under this Agreement shall normally be delivered to Contestable by the County Manager or her designee(s). However Contestable shall accept requests for services hereunder from any employee of the County acting in their professional capacity. Contestable may be asked by officers of the Hyde County Sheriff's Department to perform building inspection services in conjunction with law enforcement activities and under the direction of such officers. In such instances, Contestable shall not hold himself out as a law enforcement officer and may decline to participate with the Department if, in his sole judgment, he determines that his participation would unduly endanger him.

5. **CERTIFICATIONS.** Contestable shall maintain all necessary State and any other applicable certifications from the North Carolina Code Officials Qualifications Board, or its equivalent or successor, ("Board") that are required to provide the building inspection services contemplated hereunder, whether those certifications may be required at the time of this Agreement or required at a later time during the term of this Agreement. Contestable shall maintain, at a minimum, a valid level 2 (two) North Carolina certification provided by the Board in the following trades: Building, Electrical, Fire, Mechanical, and Plumbing. In the event Contestable fails to maintain the required certifications, County may terminate this Agreement by notice to Contestable.
  
6. **PAYMENT.** Contestable shall be paid \$53.00 for each full hour of service as approved by the County Manager or her designee(s). No later than the 20th (twentieth) of each month, Contestable shall submit a written invoice to the County Manager or her designee(s) showing the hours worked, the inspections performed during those hours worked, and the mileage reimbursement requested under Section 7. If the invoice is not received by the 23rd (twenty-third) of the month, then payment may be withheld until the following month. As more specifically provided for hereinafter, Contestable shall be responsible for any and all taxes that result from any payment hereunder.
  
7. **REIMBURSEMENTS.** County will reimburse Contestable for certain necessary expenses incurred by Contestable in the performance of this Agreement as follows.
  - a. **Vehicle:** When Contestable is performing building inspection services for County, Contestable will provide his own vehicle and will be reimbursed the Standard IRS reimbursement rate, which is presently \$0.\_\_\_\_ (\_\_\_\_ cents) per mile, for use of a vehicle furnished, maintained, insured, and outfitted by Contestable. The mileage reimbursement rate shall be adjusted during the term of this Agreement to reflect adjustments in the Standard IRS reimbursement rate. Contestable shall be reimbursed mileage to and from his residence when he performs building inspection services under this Agreement to compensate him for commute expenses.
  - b. **Equipment:** All other equipment required for the performance of his services as building inspector shall be furnished, maintained and insured by Contestable.
  
8. **INDEPENDENT CONTRACTOR.** County and Contestable agree that Contestable is an independent contractor and shall not, unless specifically authorized, represent himself as an employee or agent of the County for any purpose in the performance of Contestable's services under this Agreement. Accordingly, Contestable shall be responsible for payment of all federal, state, and local taxes arising out of Contestable's services performed in accordance with this Agreement. For the purposes of this Agreement, such taxes shall include, but not be limited to, federal and state income, social security, and unemployment insurance taxes. Contestable, as an independent contractor, shall perform the services hereunder in a professional manner and in accordance with any applicable standards for such services.
  
9. **INDEMNIFICATION.** To the fullest extent permitted by law and any applicable regulations, Contestable shall indemnify and hold harmless County and its officials, agents, and employees from and against any and all direct, indirect, or consequential claims, damages, losses and expenses (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or mediation) arising out of or resulting from Contestable's performance of this Agreement or the services of Contestable under this Agreement. This indemnification provision shall survive the termination of this Agreement.

10. **UNIFORM.** Contestable shall provide his own clothing, including footwear and other attire, and such shall be clean and of a nature so as to maintain a professional appearance and cause respect from the public.
11. **CELLULAR PHONE.** Contestable shall provide and maintain a cellular phone for his use in connection with providing building inspection services and he shall be available to the County Manager and her designee(s), including contractors and County employees, via this cellular phone in the performance of his services. Such phone shall be of a type, style, service, and condition as determined by Contestable.
12. **TERM.** This Agreement shall commence on the Effective Date and shall continue in effect through August 15, 2021 unless terminated upon notice from County to Contestable that Contestable's services are no longer required by County.
13. **NOTICE.** All notices required by this Agreement shall be in writing and shall be given by personal delivery or by first class mail as follows:

**To County:**

Kris Cahoon Noble  
County Manager, Hyde County  
PO Box 188, Swan Quarter, NC 27885  
252-926-4178

**To Contestable:**

John Contestable  
PO Box 88  
Salvo, NC 27972  
252-564-4340

14. **ASSIGNMENT.** This Agreement may not be assigned by Contestable to any other person or entity without the express written permission of County.
15. **MODIFICATION.** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.
16. **PARTIAL INVALIDITY.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
17. **SITUS.** All matters affecting the interpretation of this Agreement and the rights of the parties hereto under this Agreement shall be governed and controlled by the laws of North Carolina. The venue for any legal action taken under this Agreement shall be in the courts of Hyde County.
18. **BINDING EFFECT.** Every provision of this Agreement shall be binding upon each of the parties and their respective heirs, executors, administrators, and successors.
19. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, County has caused this Agreement to be executed in duplicate originals pursuant to authorization duly given by its Board of Commissioners and Contestable has hereunto set his hand, one of which is retained by each of the parties, as of the day and year first above written.

\_\_\_\_\_  
John Contestable

ATTEST:

COUNTY OF HYDE

\_\_\_\_\_  
Lois Stotesberry, Clerk to the Board

\_\_\_\_\_  
Kris Cahoon Noble  
County Manager

**NORTH CAROLINA  
HYDE COUNTY**

I, \_\_\_\_\_, a Notary Public in and for the state and county aforesaid, certify that Kris Cahoon Noble personally appeared before me this day and voluntarily acknowledged that she is County Manager of Hyde County and that by authority duly given and as the act of the County the foregoing instrument was signed in its name by herself as County Manager, sealed with its corporate seal, and attested by the Clerk to the Board of Commissioners. The undersigned Notary Public has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**NORTH CAROLINA  
\_\_\_\_\_ COUNTY**

I, \_\_\_\_\_, a Notary Public in and for the State and county aforesaid, certify that John Contestable personally appeared before me, and he voluntarily acknowledged the due execution of the foregoing instrument for the purposes therein expressed. The undersigned Notary Public has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity.

WITNESS my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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

\_\_\_\_\_  
Finance Officer-County of Hyde

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

**Meeting Date:** August 3, 2020  
**Presenter:** County Manager Noble  
**Attachment:** Yes - Job Description

**ITEM TITLE:** Disaster Recovery Planning Specialist

**SUMMARY:** This job description outlines the duties and responsibilities of a new contract position created as a result of Hurricane Dorian. The procurement of this contract employee is being made in an effort to meet Hyde County's Flood Damage Prevention Ordinance compliance requirements and not jeopardize Hyde County's National Flood Insurance Program and Community Rating System status. The loss of either program could adversely impact citizens ability to obtain flood insurance and the county's ability to secure hazard mitigation funding. Grant funds from the NC Office of Recovery and Resiliency have been awarded to fund this position for a period of 3 years.

**RECOMMEND:** APPROVE

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## **Disaster Recovery Specialist Job Description**

**Job Title:** Disaster Recovery Planning Specialist  
**Department:** Administration  
**Supervisor:** Public Information Officer  
**Type of Position:** Contract  
**Per Hour Rate:**  
**Hours:**

### **General Job Description:**

Hyde County, NC is seeking an individual with education and/or experience in Disaster Recovery Planning, to fill the position of Disaster Recovery Planning Specialist.

The candidate will document the progress and status for each structure substantially damaged by Hurricane Dorian from initial assessment through compliance. The contractor will analyze permits and inspection to date and going forward to ensure those goals outlined in the Hyde County Flood Damage Prevention Ordinance. The candidate will work with the Building Inspections Department to administer the Flood Damage Prevention Ordinance throughout the community with a focus on Dorian damage and recovery.

Work requires thorough knowledge of disaster recovery and floodplain management and is characterized by independent judgment and initiative in the performance of duties. Work is performed in an inside environment and in the field.

The employee may serve as a lead worker or project manager. Work is performed under the regular supervision of the County Manager and is evaluated through observation, reports, and progress on projects. This position will report directly to the County Manager and provide updates to the Board of Commissioners. This position will be available to assist with other responsibilities as needed.

The Disaster Recovery Planning Specialist will promote and encourage compliance for substantially damaged structures through various tools including but not limited to elevation, demolition, or even the installation of flood vents or flood proofing.

The candidate may assist property owners in submittal of documentation (ex. qualified contractors estimate) showing the cost of materials and labor to bring the structure back to its pre-damage condition is less than 50% of the structures market value (as defined by the County's Flood Damage Prevention Ordinance).

Work with the NC Department of Public Safety Risk Management Section NFIP Planner to create tools Hyde County needs to properly administer and enforce the FDPO so that our communities can reduce flood risk, and maintains good standing with NFIP if that is the communities desire.

The Disaster Recovery Specialist will work closely with the Emergency Manager and the Grant Administer to identify, apply for administer grants to achieve these efforts.



**HYDE COUNTY**  
**FLOOD DAMAGE PREVENTION ORDINANCE**

Coastal Regular Phase

**ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES.**

**SECTION A. STATUTORY AUTHORIZATION.**

The Legislature of the State of North Carolina has in Part 6, Article 21 of Chapter 143; Article 6 of Chapter 153A; Article 8 of Chapter 160A; and Article 7, 9, and 11 of Chapter 160D (Effective January 1, 2021) of the North Carolina General Statutes, delegated to local governmental units the authority to adopt regulations designed to promote the public health, safety, and general welfare.

Therefore, the Board of Commissioners of Hyde County, North Carolina, does ordain as follows:

**SECTION B. FINDINGS OF FACT.**

- (1) The flood prone areas within the jurisdiction of Hyde County are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures of flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by the occupancy in flood prone areas of uses vulnerable to floods or other hazards.

**SECTION C. STATEMENT OF PURPOSE.**

It is the purpose of this ordinance to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions within flood prone areas by provisions designed to:

- (1) Restrict or prohibit uses that are dangerous to health, safety, and property due to water or erosion hazards or that result in damaging increases in erosion, flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging, and all other development that may increase erosion or flood damage; and
- (5) Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or which may increase flood hazards to other lands.

**SECTION D. OBJECTIVES.**

The objectives of this ordinance are to:

- (1) Protect human life, safety, and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

- (4) Minimize prolonged business losses and interruptions;
- (5) Minimize damage to public facilities and utilities (i.e. water and gas mains, electric, telephone, cable and sewer lines, streets, and bridges) that are located in flood prone areas;
- (6) Minimize damage to private and public property due to flooding;
- (7) Make flood insurance available to the community through the National Flood Insurance Program;
- (8) Maintain the natural and beneficial functions of floodplains;
- (9) Help maintain a stable tax base by providing for the sound use and development of flood prone areas; and
- (10) Ensure that potential buyers are aware that property is in a Special Flood Hazard Area.

## **ARTICLE 2. DEFINITIONS.**

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

“Accessory Structure (Appurtenant Structure)” means a structure located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Garages, carports and storage sheds are common urban accessory structures. Pole barns, hay sheds and the like qualify as accessory structures on farms, and may or may not be located on the same parcel as the farm dwelling or shop building.

“Addition (to an existing building)” means an extension or increase in the floor area or height of a building or structure.

“Alteration of a watercourse” means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

“Appeal” means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

“Area of Shallow Flooding” means a designated Zone AO or AH on a community's Flood Insurance Rate Map (FIRM) with base flood depths determined to be from one (1) to three (3) feet. These areas are located where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

“Area of Special Flood Hazard” see “Special Flood Hazard Area (SFHA)”.

“Base Flood” means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

“Base Flood Elevation (BFE)” means a determination of the water surface elevations of the base flood as published in the Flood Insurance Study. When the BFE has not been provided in a “Special Flood Hazard Area”, it may be obtained from engineering studies available from a Federal, State, or other source using FEMA approved engineering methodologies. This elevation, when combined with the “Freeboard”, establishes the “Regulatory Flood Protection Elevation”.

“Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

“Breakaway Wall” means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

“Building” see “Structure”.

“Chemical Storage Facility” means a building, portion of a building, or exterior area adjacent to a building used for the storage of any chemical or chemically reactive products.

“Coastal Area Management Act (CAMA)” means North Carolina’s Coastal Area Management Act, this act, along with the Dredge

and Fill Law and the Federal Coastal Zone Management Act, is managed through North Carolina Department of Environmental Quality (NCDEQ) Division of Coastal Management (DCM).

“Coastal A Zone (CAZ)” means an area within a special flood hazard area, landward of a V zone or landward of an open coast without mapped V zones. In a Coastal A Zone, the principal source of flooding must be astronomical tides, storm surges, seiches, or tsunamis, not riverine flooding. During the base flood conditions, the potential for wave heights shall be greater than or equal to 1.5 feet. Coastal A Zones are not normally designated on FIRMs. (see Limit of Moderate Wave Action (LiMWA))

“Coastal Barrier Resources System (CBRS)” consists of undeveloped portions of coastal and adjoining areas established by the Coastal Barrier Resources Act (CoBRA) of 1982, the Coastal Barrier Improvement Act (CBIA) of 1990, and subsequent revisions, and includes areas owned by Federal or State governments or private conservation organizations identified as Otherwise Protected Areas (OPA).

“Coastal High Hazard Area” means a Special Flood Hazard Area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on a FIRM, or other adopted flood map as determined in Article 3, Section B of this ordinance, as Zone VE.

“Design Flood”: See “Regulatory Flood Protection Elevation.”

“Development” means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

“Development Activity” means any activity defined as Development which will necessitate a Floodplain Development Permit. This includes buildings, structures, and non-structural items, including (but not limited to) fill, bulkheads, piers, pools, docks, landings, ramps, and erosion control/stabilization measures.

“Digital Flood Insurance Rate Map (DFIRM)” means the digital official map of a community, issued by the Federal Emergency Management Agency (FEMA), on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated.

“Disposal” means, as defined in NCGS 130A-290(a)(6), the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwater.

“Elevated Building” means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

“Encroachment” means the advance or infringement of uses, fill, excavation, buildings, structures or development into a special flood hazard area, which may impede or alter the flow capacity of a floodplain.

“Existing building and existing structure” means any building and/or structure for which the “start of construction” commenced before February 4, 1987, the effective date of the initial Flood Insurance Rate Map.

“Existing Manufactured Home Park or Manufactured Home Subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before the effective date of the initial floodplain management regulations adopted by the community, dated December 15, 1986.

“Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) The overflow of inland or tidal waters; and/or
- (b) The unusual and rapid accumulation or runoff of surface waters from any source.

“Flood Boundary and Floodway Map (FBFM)” means an official map of a community, issued by the FEMA, on which the Special Flood Hazard Areas and the floodways are delineated. This official map is a supplement to and shall be used in conjunction with the Flood Insurance Rate Map (FIRM).

“Flood Hazard Boundary Map (FHBM)” means an official map of a community, issued by the FEMA, where the boundaries of the Special Flood Hazard Areas have been defined as Zone A.

“Flood Insurance” means the insurance coverage provided under the National Flood Insurance Program.

“Flood Insurance Rate Map (FIRM)” means an official map of a community, issued by the FEMA, on which both the Special Flood Hazard Areas and the risk premium zones applicable to the community are delineated. (see also DFIRM)

“Flood Insurance Study (FIS)” means an examination, evaluation, and determination of flood hazards, corresponding water surface elevations (if appropriate), flood hazard risk zones, and other flood data in a community issued by the FEMA. The Flood Insurance Study report includes Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), if published.

“Flood Prone Area” see “Floodplain”

“Flood Zone” means a geographical area shown on a Flood Hazard Boundary Map or Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

“Floodplain” means any land area susceptible to being inundated by water from any source.

“Floodplain Administrator” is the individual appointed to administer and enforce the floodplain management regulations.

“Floodplain Development Permit” means any type of permit that is required in conformance with the provisions of this ordinance, prior to the commencement of any development activity.

“Floodplain Management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including, but not limited to, emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

“Floodplain Management Regulations” means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power. This term describes federal, state or local regulations, in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

“Flood-resistant material” means any building product [material, component or system] capable of withstanding direct and prolonged contact (minimum 72 hours) with floodwaters without sustaining damage that requires more than low-cost cosmetic repair. Any material that is water-soluble or is not resistant to alkali or acid in water, including normal adhesives for above-grade use, is not flood-resistant. Pressure-treated lumber or naturally decay-resistant lumbers are acceptable flooring materials. Sheet-type flooring coverings that restrict evaporation from below and materials that are impervious, but dimensionally unstable are not acceptable. Materials that absorb or retain water excessively after submergence are not flood-resistant. Please refer to Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, and other available materials from FEMA. Class 4 and 5 materials, referenced therein, are acceptable flood-resistant materials.

“Floodway” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

“Floodway encroachment analysis” means an engineering analysis of the impact that a proposed encroachment into a floodway or non-encroachment area is expected to have on the floodway boundaries and flood levels during the occurrence of the base flood discharge. The evaluation shall be prepared by a qualified North Carolina licensed engineer using standard engineering methods and hydraulic models meeting the minimum requirement of the National Flood Insurance Program.

“Freeboard” means the height added to the BFE to account for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, storm surge or precipitation exceeding the base flood, and the hydrological effect of urbanization of the watershed. The BFE plus the freeboard establishes the “Regulatory Flood Protection Elevation”.

“Functionally Dependent Facility” means a facility which cannot be used for its intended purpose unless it is located in close proximity to water, limited to a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

“Hazardous Waste Management Facility” means, as defined in NCGS 130A, Article 9, a facility for the collection, storage, processing, treatment, recycling, recovery, or disposal of hazardous waste.

“Highest Adjacent Grade (HAG)” means the highest natural elevation of the ground surface, prior to construction, immediately next to the proposed walls of the structure.

“Historic Structure” means any structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the US Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register;
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a local inventory of historic landmarks in communities with a “Certified Local Government (CLG) Program”; or
- (d) Certified as contributing to the historical significance of a historic district designated by a community with a “Certified Local Government (CLG) Program.”

Certified Local Government (CLG) Programs are approved by the US Department of the Interior in cooperation with the North Carolina Department of Cultural Resources through the State Historic Preservation Officer as having met the requirements of the National Historic Preservation Act of 1966 as amended in 1980.

“Letter of Map Change (LOMC)” means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) Letter of Map Amendment (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program map. A LOMA is based on technical data showing that a property had been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other plan metric features.
- (c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the BFE and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community’s floodplain management regulations.
- (d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

“Light Duty Truck” means any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less as defined in 40 CFR 86.082-2 and is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

“Limit of Moderate Wave Action (LimWA)” means the boundary line given by FEMA on coastal map studies marking the extents of Coastal A Zones (CAZ).

“Lowest Adjacent Grade (LAG)” means the lowest elevation of the ground, sidewalk or patio slab immediately next to the building, or deck support, after completion of the building.

“Lowest Floor” means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or limited storage in an area other than a basement area is not considered a building’s lowest floor, provided that such an enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

“Manufactured Home” means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

“Manufactured Home Park or Subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“Map Repository” means the location of the official flood hazard data to be applied for floodplain management. It is a central location in which flood data is stored and managed; in North Carolina, FEMA has recognized that the application of digital flood hazard data products carries the same authority as hard copy products. Therefore, the NCEM’s Floodplain Mapping Program websites house current and historical flood hazard data. For effective flood hazard data, the NC FRIS website (<http://FRIS.NC.GOV/FRIS>) is the map repository, and for historical flood hazard data the Flood NC website (<http://FLOODNC.GOV/NCFLOOD>) is the map repository.

“Market Value” means the building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

“New Construction” means structures for which the “start of construction” commenced on or after December 15, 1986, the effective date of the initial floodplain management regulations and includes any subsequent improvements to such structures.

“Non-Encroachment Area (NEA)” means the channel of a river or other watercourse, including the area above a bridge or culvert when applicable, and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot as designated in the Flood Insurance Study report.

“Non-Residential Building” means a commercial or mixed-use building where the primary use is commercial or non-habitational.

“Otherwise Protected Area (OPA)” see “Coastal Barrier Resources System (CBRS)”.

“Post-FIRM” means construction or other development for which the “start of construction” occurred on or after February 4, 1987, the effective date of the initial Flood Insurance Rate Map.

“Pre-FIRM” means construction or other development for which the “start of construction” occurred before February 4, 1987, the effective date of the initial Flood Insurance Rate Map.

“Primary Frontal Dune (PFD)” means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

“Principally Above Ground” means that at least 51% of the actual cash value of the structure is above ground.

“Public Safety” and/or “Nuisance” means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

“Recreational Vehicle (RV)” means a vehicle, which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck;
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use, and
- (e) Is fully licensed and ready for highway use.

( For the purpose of this ordinance, “Tiny Homes/Houses” and Park Models that do not meet the items listed above are not considered Recreational Vehicles and should meet the standards of and be permitted as Residential Structures.)

“Reference Level” is the top of the lowest floor for structures within Special Flood Hazard Areas designated as Zones A, AE, AH, AO, and A99. The reference level is the bottom of the lowest horizontal structural member of the lowest floor for structures within

Special Flood Hazard Areas designated as Zone VE.

“Regulatory Flood Protection Elevation” In Special Flood Hazard Areas means the “Base Flood Elevation” plus the “Freeboard” for those areas where base flood elevations have been determined on the FIRM; the base flood depth above the highest adjacent grade or local elevation standards for those areas identified as AO zones of the FIRM, or the local elevation standard for those areas identified as Shaded X or X zones on the FIRM.

In Mainland Hyde County in the AE zones, the RFPE is the Base Flood Elevation as designated on the effective FIRM plus 3 feet of freeboard OR an elevation to above 7.5 feet NAVD 1988 , whichever is greater.

In Mainland Hyde County in the AO zones, the RFPE is the designated base flood depth on the effective FIRM plus three (3 feet) of freeboard above the highest natural adjacent grade OR an elevation to or above 7.5 feet NAVD 1988, whichever is greatest.

In Mainland Hyde County in the Shaded X and X zones, the RFPE is 3 feet NAVD 1988 OR the natural grade elevation if the natural grade is greater than 3 feet NAVD 1988.

On the Island of Ocracoke, the RFPE is 9.0 feet NAVD 1988 for all zones for *Residential Buildings*( see definition below) and the RFPE is 7.5 feet NAVD 1988 for all zones with *Non-Residential Buildings* (see definition above).

“Remedy a Violation” means to bring the structure or other development into compliance with state and community floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

“Residential Building” means a non-commercial building designed for habitation by one or more families or a mixed-use building that qualifies as a single family, 2-4 family, or other residential building.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Salvage Yard” means any non-residential property used for the storage, collection, and/or recycling of any type of equipment, and including but not limited to vehicles, appliances and related machinery.

“Sand Dunes” means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

“Shear Wall” means walls used for structural support but not structurally joined or enclosed at the end (except by breakaway walls). Shear walls are parallel or nearly parallel to the flow of the water.

“Solid Waste Disposal Facility” means any facility involved in the disposal of solid waste, as defined in NCGS 130A-290(a) (35).

“Solid Waste Disposal Site” means, as defined in NCGS 130A-290(a) (36), any place at which solid wastes are disposed of by incineration, sanitary landfill, or any other method.

“Special Flood Hazard Area (SFHA)” means the land in the floodplain subject to a one percent (1%) or greater chance of being flooded in any given year, as determined in Article 3, Section B of this ordinance.

“Start of Construction” includes substantial improvement, and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building, a manufactured home, or a gas, liquid, or liquefied gas storage tank that is principally above ground.

“Substantial Damage” means damage of any origin sustained by a structure during any one-year period whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. See definition of “substantial improvement”.

“Substantial Improvement” means any combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during any one-year period for which the cost equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any correction of existing violations of state or community health, sanitary, or safety code specifications which have been identified by the community code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (b) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and the alteration is approved by variance issued pursuant to Article 4 Section E of this ordinance.

“Technical Bulletin and Technical Fact Sheet” means a FEMA publication that provides guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U.S. Code of Federal Regulations at Section 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations; rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

It should be noted that Technical Bulletins and Technical Fact Sheets provide guidance on the minimum requirements of the NFIP regulations. State or community requirements that exceed those of the NFIP take precedence. Design professionals should contact the community officials to determine whether more restrictive State or local regulations apply to the building or site in question. All applicable standards of the State or local building code must also be met for any building in a flood hazard area.

“Temperature Controlled” means having the temperature regulated by a heating and/or cooling system, built-in or appliance.

“Variance” is a grant of relief from the requirements of this ordinance.

“Violation” means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Articles 4 and 5 is presumed to be in violation until such time as that documentation is provided.

“Water Surface Elevation (WSE)” means the height, in relation to NAVD 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

### **ARTICLE 3. GENERAL PROVISIONS.**

#### **SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.**

This ordinance shall apply to all Special Flood Hazard Areas within the jurisdiction, of Hyde County.

#### **SECTION B. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.**

The Special Flood Hazard Areas are those identified under the Cooperating Technical State (CTS) agreement between the State of North Carolina and FEMA in its FIS dated June 19, 2020 for Hyde County and associated DFIRM panels, including any digital data developed as part of the FIS, which are adopted by reference and declared a part of this ordinance and all revisions thereto.

#### **SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.**

A Floodplain Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities within Special Flood Hazard Areas determined in accordance with the provisions of Article 3, Section B of this ordinance.

**SECTION D. COMPLIANCE.**

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this ordinance and other applicable regulations.

**SECTION E. ABROGATION AND GREATER RESTRICTIONS.**

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**SECTION F. INTERPRETATION.**

In the interpretation and application of this ordinance, all provisions shall be:

- (a) Considered as minimum requirements;
- (b) Liberally construed in favor of the governing body; and
- (c) Deemed neither to limit nor repeal any other powers granted under State statutes.

**SECTION G. WARNING AND DISCLAIMER OF LIABILITY.**

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur. Actual flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Hyde County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

**SECTION H. PENALTIES FOR VIOLATION.**

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$100.00 or imprisoned for not more than thirty (30) days, or both. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Hyde County from taking such other lawful action as is necessary to prevent or remedy any violation.

**ARTICLE 4. ADMINISTRATION.**

**SECTION A. DESIGNATION OF FLOODPLAIN ADMINISTRATOR.**

The Building Inspector, hereinafter referred to as the “Floodplain Administrator”, or their designee, is hereby appointed to administer and implement the provisions of this ordinance. In instances where the Floodplain Administrator receives assistance from others to complete tasks to administer and implement this ordinance, the Floodplain Administrator shall be responsible for the coordination and community’s overall compliance with the National Flood Insurance Program and the provisions of this ordinance.

**SECTION B. FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND CERTIFICATION REQUIREMENTS.**

- (1) **Application Requirements.** Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:
- (a) A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
    - (i) The nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
    - (ii) The boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Article 3, Section B, or a statement that the entire lot is within the Special Flood Hazard Area;
    - (iii) Flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 3, Section B;
    - (iv) The boundary of the floodway(s) or non-encroachment area(s) as determined in Article 3, Section B;
    - (v) The Base Flood Elevation (BFE) where provided as set forth in Article 3, Section B; Article 4, Section C; or Article 5, Section D;
    - (vi) The old and new location of any watercourse that will be altered or relocated as a result of proposed development; and
    - (vii) The boundary and designation date of the Coastal Barrier Resource System (CBRS) area or Otherwise Protected Areas (OPA), if applicable.
  - (b) Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
    - (i) Elevation in relation to NAVD 1988 of the proposed reference level (including basement) of all structures;
    - (ii) Elevation in relation to NAVD 1988 to which any non-residential structure in Zones A, AE, AH, AO, A99 will be floodproofed; and
    - (iii) Elevation in relation to NAVD 1988 to which any proposed utility systems will be elevated or floodproofed.
  - (c) If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-34) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures.
  - (d) A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include but are not limited to:
    - (i) The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls); and
    - (ii) Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Article 5, Section B(4)(d) when solid foundation perimeter walls are used in Zones A, AE, AH, AO, A99.
    - (iii) The following, in Coastal High Hazard Areas, in accordance with the provisions of Article 5, Section B (4) (e) and Article 5, Section G and (Article 5, Section H if applicable):
      - (1) V-Zone Certification with accompanying plans and specifications verifying the engineered structure and any breakaway wall designs. In addition, prior to the Certificate of Compliance/Occupancy issuance, a registered professional engineer or architect shall certify the finished construction is compliant with the design, specifications and plans for VE Zone construction.
      - (2) Plans for open wood latticework or insect screening, if applicable; and

(3) Plans for non-structural fill, if applicable. If non-structural fill is proposed, it must be demonstrated through coastal engineering analysis that the proposed fill would not result in any increase in the BFE or otherwise cause adverse impacts by wave ramping and deflection on to the subject structure or adjacent properties.

- (e) Usage details of any enclosed areas below the lowest floor.
- (f) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
- (g) Certification that all other Local, State and Federal permits required prior to floodplain development permit issuance have been received.
- (h) Documentation for placement of Recreational Vehicles and/or Temporary Structures, when applicable, to ensure that the provisions of Article 5, Section B, subsections (6) and (7) of this ordinance are met.
- (i) A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.

(2) **Permit Requirements.** The Floodplain Development Permit shall include, but not be limited to:

- (a) A complete description of all the development to be permitted under the floodplain development permit (e.g. house, garage, pool, septic, bulkhead, cabana, pier, bridge, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials, etc.).
- (b) The Special Flood Hazard Area determination for the proposed development in accordance with available data specified in Article 3, Section B.
- (c) The Regulatory Flood Protection Elevation required for the reference level and all attendant utilities.
- (d) The Regulatory Flood Protection Elevation required for the protection of all public utilities.
- (e) All certification submittal requirements with timelines.
- (f) A statement that no fill material or other development shall encroach into the floodway or non-encroachment area of any watercourse unless the requirements of Article 5, Section F have been met.
- (g) The flood openings requirements, if in Zones A, AE, AH, AO, A99.
- (h) Limitations of below BFE enclosure uses. (i.e., parking, building access and limited storage only).
- (i) A statement, if in Zone VE, that there shall be no alteration of sand dunes which would increase potential flood damage.
- (j) A statement, if in Zone VE, that there shall be no fill used for structural support.
- (k) A statement, that all materials below BFE/RFPE must be flood resistant materials.

(3) **Certification Requirements.**

- (a) Elevation Certificates
  - (i) An Elevation Certificate (FEMA Form 086-0-33) is required after the reference level is established. Within seven (7) calendar days of establishment of the reference level elevation, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the elevation of the reference level, in relation to NAVD 1988. Any work done within the seven (7) day calendar period and prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being permitted to proceed. Failure to submit the certification or failure to make required corrections shall

be cause to issue a stop-work order for the project.

- (ii) A final Finished Construction Elevation Certificate (FEMA Form 086-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

(b) Floodproofing Certificate

- (i) If non-residential floodproofing is used to meet the Regulatory Flood Protection Elevation requirements, a Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
  - (ii) A final Finished Construction Floodproofing Certificate (FEMA Form 086-0-34), with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the issuance of a Certificate of Compliance/Occupancy. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the reference level and all attendant utilities, in relation to NAVD 1988. Floodproofing certificate shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to Certificate of Occupancy. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Failure to construct in accordance with the certified design shall be cause to deny a Certificate of Compliance/Occupancy.
- (c) If a manufactured home is placed within Zones A, AE, AH, AO, A99 and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of Article 5, Section B(3)(b).
- (d) If a watercourse is to be altered or relocated, a description of the extent of watercourse alteration or relocation; a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and a map showing the location of the proposed watercourse alteration or relocation shall all be submitted by the permit applicant prior to issuance of a floodplain development permit.
- (e) Certification Exemptions. The following structures, if located within Zones A, AE, AH, AO, A99, are exempt from the elevation/floodproofing certification requirements specified in items (a) and (b) of this subsection:
- (i) Recreational Vehicles meeting requirements of Article 5, Section B (6) (a);
  - (ii) Temporary Structures meeting requirements of Article 5, Section B (7); and

(iii) Accessory Structures that are 150 square feet or less or \$5000 or less and meeting requirements of Article 5, Section B (8).

(f) A V-Zone Certification with accompanying design plans and specifications is required prior to issuance of a Floodplain Development permit within coastal high hazard areas. It shall be the duty of the permit applicant to submit to the Floodplain Administrator said certification to ensure the design standards of this ordinance are met. A registered professional engineer or architect shall develop or review the structural design, plans, and specifications for construction and certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this ordinance. This certification is not a substitute for an Elevation Certificate. In addition, prior to the Certificate of Compliance/Occupancy issuance, a registered professional engineer or architect shall certify the finished construction is compliant with the design, specifications and plans for VE Zone construction.

(4) **Determinations for existing buildings and structures.**

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
- (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the NC Building Code and this ordinance is required.

**SECTION C. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.**

The Floodplain Administrator shall perform, but not be limited to, the following duties:

- (1) Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas to assure that the requirements of this ordinance have been satisfied.
- (2) Review all proposed development within Special Flood Hazard Areas to assure that all necessary local, state and federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (3) Notify adjacent communities and the North Carolina Department of Public Safety, Division of Emergency Management, State Coordinator for the National Flood Insurance Program prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA).
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- (5) Prevent encroachments into floodways and non-encroachment areas unless the certification and flood hazard reduction provisions of Article 5, Section F are met.
- (6) Obtain actual elevation (in relation to NAVD 1988) of the reference level (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of Article 4, Section B (3).
- (7) Obtain actual elevation (in relation to NAVD 1988) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of Article 4, Section B (3).

- (8) Obtain actual elevation (in relation to NAVD 1988) of all public utilities in accordance with the provisions of Article 4, Section B (3).
- (9) When floodproofing is utilized for a particular structure, obtain certifications from a registered professional engineer or architect in accordance with the provisions of Article 4, Section B (3) and Article 5, Section B (2).
- (10) Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas, floodways, or non-encroachment areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article.
- (11) When BFE data has not been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any BFE data, along with floodway data or non-encroachment area data available from a federal, state, or other source, including data developed pursuant to Article 5, Section D (2) (c), in order to administer the provisions of this ordinance.
- (12) When BFE data is provided but no floodway or non-encroachment area data has been provided in accordance with the provisions of Article 3, Section B, obtain, review, and reasonably utilize any floodway data or non-encroachment area data available from a federal, state, or other source in order to administer the provisions of this ordinance.
- (13) When the lowest floor and the lowest adjacent grade of a structure or the lowest ground elevation of a parcel in a Special Flood Hazard Area is above the BFE, advise the property owner of the option to apply for a Letter of Map Amendment (LOMA) from FEMA. However, if the property is to be removed from the V Zone it must not be located seaward of the landward toe of the primary frontal dune. Maintain a copy of the LOMA issued by FEMA in the floodplain development permit file.
- (14) Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- (15) Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.
- (16) Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- (17) Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (18) Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (19) Follow through with corrective procedures of Article 4, Section D.
- (20) Review, provide input, and make recommendations for variance requests.
- (21) Maintain a current map repository to include, but not limited to, historical and effective FIS Report, historical and effective FIRM and other official flood maps and studies adopted in accordance with the provisions of Article 3, Section B of this ordinance, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify State and FEMA of mapping needs.

- (22) Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).

**SECTION D. CORRECTIVE PROCEDURES.**

- (1) Violations to be corrected: When the Floodplain Administrator finds violations of applicable state and local laws; it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.
- (2) Actions in Event of Failure to Take Corrective Action: If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:
- (a) That the building or property is in violation of the floodplain management regulations;
  - (b) That a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and
  - (c) That following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.
- (3) Order to Take Corrective Action: If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, he or she shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than one-hundred-eighty (180) calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, he or she may order that corrective action be taken in such lesser period as may be feasible.
- (4) Appeal: Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
- (5) Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a Class 1 misdemeanor pursuant to NC G.S. § 143-215.58 and shall be punished at the discretion of the court.

**SECTION E. VARIANCE PROCEDURES.**

- (1) The Hyde County Board of Commissioners as established by Hyde County, hereinafter referred to as the "appeal board", shall hear and decide requests for variances from the requirements of this ordinance.
- (2) Any person aggrieved by the decision of the appeal board may appeal such decision to the Court, as provided in Chapter 7A of the North Carolina General Statutes.
- (3) Variances may be issued for:
- (a) The repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;
  - (b) Functionally dependent facilities if determined to meet the definition as stated in Article 2 of this ordinance, provided provisions of Article 4, Section E(9)(b), (c), and (e) have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
  - (c) Any other type of development provided it meets the requirements of this Section.
- (4) In passing upon variances, the appeal board shall consider all technical evaluations, all relevant factors, all standards specified in

other sections of this ordinance, and:

- (a) The danger that materials may be swept onto other lands to the injury of others;
  - (b) The danger to life and property due to flooding or erosion damage;
  - (c) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
  - (d) The importance of the services provided by the proposed facility to the community;
  - (e) The necessity to the facility of a waterfront location as defined under Article 2 of this ordinance as a functionally dependent facility, where applicable;
  - (f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
  - (g) The compatibility of the proposed use with existing and anticipated development;
  - (h) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
  - (i) The safety of access to the property in times of flood for ordinary and emergency vehicles;
  - (j) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
  - (k) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- (5) A written report addressing each of the above factors shall be submitted with the application for a variance.
- (6) Upon consideration of the factors listed above and the purposes of this ordinance, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this ordinance.
- (7) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the BFE and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance up to \$25 per \$100 of insurance coverage. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.
- (8) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the FEMA and the State of North Carolina upon request.
- (9) Conditions for Variances:
- (a) Variances shall not be issued when the variance will make the structure in violation of other federal, state, or local laws, regulations, or ordinances.
  - (b) Variances shall not be issued within any designated floodway or non-encroachment area if the variance would result in any increase in flood levels during the base flood discharge.
  - (c) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
  - (d) Variances shall only be issued prior to development permit approval.
  - (e) Variances shall only be issued upon:
    - (i) A showing of good and sufficient cause;
    - (ii) A determination that failure to grant the variance would result in exceptional hardship; and

- (iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (10) A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met.
- (a) The use serves a critical need in the community.
  - (b) No feasible location exists for the use outside the Special Flood Hazard Area.
  - (c) The reference level of any structure is elevated or floodproofed to at least the Regulatory Flood Protection Elevation.
  - (d) The use complies with all other applicable federal, state and local laws.
  - (e) Hyde County has notified the Secretary of the North Carolina Department of Public Safety of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.

**ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.**

**SECTION A. GENERAL STANDARDS.**

In all Special Flood Hazard Areas, the following provisions are required:

- (1) All new construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- (2) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage in accordance with the FEMA Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*.
- (3) All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (4) All new electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall be located at or above the RFPE or designed and installed to prevent water from entering or accumulating within the components during the occurrence of the base flood. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, water heaters, and electric outlets/switches.
  - (a) Replacements part of a substantial improvement, electrical, heating, ventilation, plumbing, air conditioning equipment, and other service equipment shall also meet the above provisions.
  - (b) Replacements that are for maintenance and not part of a substantial improvement may be installed at the original location provided the addition and/or improvements only comply with the standards for new construction consistent with the code and requirements for the original structure.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.
- (7) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (8) Nothing in this ordinance shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this ordinance and located totally or partially within the floodway, non-encroachment area, or stream setback, provided there is no additional encroachment below the Regulatory Flood Protection Elevation in the floodway, non-

encroachment area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this ordinance.

- (9) New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Article 4, Section E (10). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Regulatory Flood Protection Elevation and certified in accordance with the provisions of Article 4, Section B (3).
- (10) All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage.
- (11) All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (12) All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (13) All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
- (14) When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- (15) When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest BFE shall apply.

## **SECTION B. SPECIFIC STANDARDS.**

In all Special Flood Hazard Areas where BFE data has been provided, as set forth in Article 3, Section B, or Article 5, Section D, the following provisions, in addition to the provisions of Article 5, Section A, are required:

- (1) Residential Construction. New construction and substantial improvement of any residential structure (including manufactured homes) shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance.
- (2) Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or other non-residential structure shall have the reference level, including basement, elevated no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance. Structures located in Zones A, AE, AH, AO, A99 may be floodproofed to the Regulatory Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Regulatory Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. For AO Zones, the floodproofing elevation shall be in accordance with Article 5, Section I (2). A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Article 4, Section B (3), along with the operational plan and the inspection and maintenance plan.
- (3) Manufactured Homes.
  - (a) New and replacement manufactured homes shall be elevated so that the reference level of the manufactured home is no lower than the Regulatory Flood Protection Elevation, as defined in Article 2 of this ordinance.
  - (b) Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the State of North Carolina Regulations for Manufactured Homes adopted by the Commissioner of Insurance pursuant to NCGS 143-143.15. Additionally, when the elevation would be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.

- (c) All enclosures or skirting below the lowest floor shall meet the requirements of Article 5, Section B(4).
  - (d) An evacuation plan must be developed for evacuation of all residents of all new, substantially improved or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.
- (4) Elevated Buildings. Fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor or below the lowest horizontal structural member in VE zones:
- (a) Shall not be designed or used for human habitation, but shall only be used for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms, except to enclose storage areas;
  - (b) Shall not be temperature-controlled or conditioned;
  - (c) Shall be constructed entirely of flood resistant materials at least to the Regulatory Flood Protection Elevation; and
  - (d) Shall include, in Zones A, AE, AH, AO, A99 flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
    - (i) A minimum of two flood openings on different sides of each enclosed area subject to flooding;
    - (ii) The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;
    - (iii) If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
    - (iv) The bottom of all required flood openings shall be no higher than one (1) foot above the higher of the interior or exterior adjacent grade;
    - (v) Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
    - (vi) Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.
  - (e) Shall, in Coastal High Hazard Areas (Zone VE), meet the requirements of Article 5, Section G.
- (5) Additions/Improvements.
- (a) Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
    - (i) Not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure.
    - (ii) A substantial improvement, with modifications/rehabilitations/improvements to the existing structure or the common wall is structurally modified more than installing a doorway; both the existing structure and the addition must comply with the standards for new construction.
  - (b) Additions to pre-FIRM or post-FIRM structures that are a substantial improvement with no modifications/rehabilitations/improvements to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.
  - (c) Additions and/or improvements to post-FIRM structures when the addition and/or improvements in combination with

any interior modifications to the existing structure are:

- (i) Not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction consistent with the code and requirements for the original structure.
- (ii) A substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.

(6) Recreational Vehicles. Recreational vehicles shall either:

(a) Temporary Placement

(i) Be on site for fewer than 180 consecutive days; or

(ii) Be fully licensed and ready for highway use. (A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions.)

(b) Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction.

(7) Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a hurricane, flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:

(a) A specified time period for which the temporary use will be permitted. Time specified may not exceed three (3) months, renewable up to one (1) year;

(b) The name, address, and phone number of the individual responsible for the removal of the temporary structure;

(c) The time frame prior to the event at which a structure will be removed (i.e., minimum of 72 hours before landfall of a hurricane or immediately upon flood warning notification);

(d) A copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and

(e) Designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.

(8) Accessory Structures. When accessory structures (sheds, detached garages, etc.) are to be placed within a Special Flood Hazard Area, the following criteria shall be met:

(a) Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking or restroom areas);

(b) Accessory structures shall not be temperature-controlled;

(c) Accessory structures shall be designed to have low flood damage potential;

(d) Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;

(d) Accessory structures shall be firmly anchored in accordance with the provisions of Article 5, Section A (1);

(e) Accessory structures, regardless of the size or cost, shall not be placed below elevated buildings in V and VE Zones;

(f) All service facilities such as electrical shall be installed in accordance with the provisions of Article 5, Section A (4); and

- (g) Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below Regulatory Flood Protection Elevation in conformance with the provisions of Article 5, Section B(4)(d).

An accessory structure with a footprint less than 150 square foot or that is a minimal investment of \$5000 or less and satisfies the criteria outlined above is not required to meet the elevation or floodproofing standards of Article 5, Section B (2). Elevation or floodproofing certifications are required for all other accessory structures in accordance with Article 4, Section B (3).

- (9) Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
  - (a) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty;
  - (b) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the Regulatory Flood Protection Elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
  - (c) Above-ground tanks not elevated. Above-ground tanks that do not meet the elevation requirements of Article 5, Section B (2) of this ordinance shall not be permitted in V or VE Zones. Tanks may be permitted in other flood hazard areas provided the tanks are designed, constructed, installed, and anchored to resist all flood-related and other loads, including the effects of buoyancy, during conditions of the design flood and without release of contents in the floodwaters or infiltration by floodwaters into the tanks. Tanks shall be designed, constructed, installed, and anchored to resist the potential buoyant and other flood forces acting on an empty tank during design flood conditions.
  - (d) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:
    - (i) At or above the Regulatory Flood Protection Elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
    - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(10) Other Development.

- (a) Fences in regulated floodways and NEAs that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Article 5, Section F of this ordinance.
- (b) Retaining walls, sidewalks and driveways in regulated floodways and NEAs. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (c) Roads and watercourse crossings in regulated floodways and NEAs. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Article 5, Section F of this ordinance.
- (d) Commercial storage facilities are not considered “limited storage” as noted in this ordinance, and shall be protected to the Regulatory Flood Protection Elevation as required for commercial structures.

**SECTION C. RESERVED.**

**SECTION D. STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.**

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Article 3, Section B, where no BFE data has been provided by FEMA, the following provisions, in addition to the provisions of Article 5, Section A, shall apply:

- (1) No encroachments, including fill, new construction, substantial improvements or new development shall be permitted within a distance of twenty (20) feet each side from top of bank or five times the width of the stream, whichever is greater, unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (2) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
  - (a) When BFE data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Article 5, Sections A and B.
  - (b) When floodway or non-encroachment data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Article 5, Sections B and F.
  - (c) All subdivision, manufactured home park and other development proposals shall **provide BFE data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with Article 3, Section B and utilized in implementing this ordinance.**
  - (d) When BFE data is not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Article 2. All other applicable provisions of Article 5, Section B shall also apply.

**SECTION E. STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.**

Along rivers and streams where BFE data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (1) Standards of Article 5, Sections A and B; and
- (2) Until a regulatory floodway or non-encroachment area is designated, no encroachments, including fill, new construction, substantial improvements, or other development, shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point.

**SECTION F. FLOODWAYS AND NON-ENCROACHMENT AREAS.**

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Article 3, Section B. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Article 5, Sections A and B, shall apply to all development within such areas:

- (1) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
  - (a) It is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood discharge, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit; or
  - (b) A Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.
- (2) If Article 5, Section F (1) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

- (3) Manufactured homes may be permitted provided the following provisions are met:
  - (a) The anchoring and the elevation standards of Article 5, Section B (3); and
  - (b) The encroachment standards of Article 5, Section F (1).

**SECTION G. COASTAL HIGH HAZARD AREA (ZONE VE).**

Coastal High Hazard Areas are Special Flood Hazard Areas established in Article 3, Section B, and designated as Zones VE. These areas have special flood hazards associated with high velocity waters from storm surges or seismic activity and, therefore, all new construction and substantial improvements shall meet the following provisions in addition to the provisions of Article 5, Sections A and B:

- (1) All new construction and substantial improvements shall:
  - (a) Be located landward of the reach of mean high tide;
  - (b) Comply with all applicable CAMA setback requirements.
- (2) All new construction and substantial improvements shall be elevated so that the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) is no lower than the regulatory flood protection elevation. Floodproofing shall not be utilized on any structures in Coastal High Hazard Areas to satisfy the regulatory flood protection elevation requirements.
- (3) All new construction and substantial improvements shall have the space below the bottom of the lowest horizontal structural member of the lowest floor either be free of obstruction or constructed with breakaway walls, open wood latticework or insect screening, provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action without causing damage to the elevated portion of the building or supporting foundation system or otherwise jeopardizing the structural integrity of the building. The following design specifications shall be met:
  - (a) Material shall consist of open wood or plastic lattice having at least 40 percent of its area open, or
  - (b) Insect screening; or
  - (c) Breakaway walls shall meet the following design specifications:
    - (1) Breakaway walls shall have flood openings that allow for the automatic entry and exit of floodwaters to minimize damage caused by hydrostatic loads, per Article 5, Section B(4)(d) (i-vi); and
    - (2) Design safe loading resistance shall be not less than 10 nor more than 20 pounds per square foot; or
    - (3) Breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State or local codes) shall be certified by a registered professional engineer or architect that the breakaway wall will collapse from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the North Carolina State Building Code.
- (4) All new construction and substantial improvements shall be securely anchored to pile or column foundations. All pilings and columns and the structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effect of wind and water loads acting simultaneously on all building components.
  - (a) Water loading values used shall be those associated with the base flood.
  - (b) Wind loading values used shall be those required by the current edition of the North Carolina State Building Code.
- (5) For concrete pads, including patios, decks, parking pads, walkways, driveways, pool decks, etc. the following is required:

- (a) Shall be structurally independent of the primary structural foundation system of the structure and shall not adversely affect structures through redirection of floodwaters or debris;
  - (b) Shall be constructed to breakaway cleanly during design flood conditions, shall be frangible, and shall not produce debris capable of causing damage to any structure. (The installation of concrete in small segments (approximately 4 feet x 4 feet) that will easily break up during the base flood event, or score concrete in 4 feet x 4 feet maximum segments is acceptable to meet this standard);
  - (c) Reinforcing, including welded wire fabric, shall not be used in order to minimize the potential for concreted pads being a source of debris;
  - (d) Pad thickness shall not exceed 4 inches; or
  - (e) Provide a Design Professional's certification stating the design and method of construction to be used meet the applicable criteria of this section.
- (6) For swimming pools and spas, the following is required:
- (a) Be designed to withstand all flood-related loads and load combinations.
  - (b) Be elevated so that the lowest horizontal structural member is elevated above the RFPE; or
  - (c) Be designed and constructed to break away during design flood conditions without producing debris capable of causing damage to any structure; or
  - (d) Be sited to remain in the ground during design flood conditions without obstructing flow that results in damage to any structure.
  - (e) Registered design professionals must certify to local officials that a pool or spa beneath or near a VE Zone building will not be subject to flotation or displacement that will damage building foundations or elevated portions of the building or any nearby buildings during a coastal flood.
  - (f) Pool equipment shall be located above the RFPE whenever practicable. Pool equipment shall not be located beneath an elevated structure.
- (7) All elevators, vertical platform lifts, chair lifts, etc., the following is required:
- (a) Elevator enclosures must be designed to resist hydrodynamic and hydrostatic forces as well as erosion, scour, and waves.
  - (b) Utility equipment in Coastal High Hazard Areas (VE Zones) must not be mounted on, pass through, or be located along breakaway walls.
  - (c) The cab, machine/equipment room, hydraulic pump, hydraulic reservoir, counter weight and roller guides, hoist cable, limit switches, electric hoist motor, electrical junction box, circuit panel, and electrical control panel are all required to be above RFPE. When this equipment cannot be located above the RFPE, it must be constructed using flood damage-resistant components.
  - (d) Elevator shafts/enclosures that extend below the RFPE shall be constructed of reinforced masonry block or reinforced concrete walls and located on the landward side of the building to provide increased protection from flood damage. Drainage must be provided for the elevator pit.
  - (e) Flood damage-resistant materials can also be used inside and outside the elevator cab to reduce flood damage. Use only stainless steel doors and door frames below the BFE. Grouting in of door frames and sills is recommended.
  - (f) If an elevator is designed to provide access to areas below the BFE, it shall be equipped with a float switch system that will activate during a flood and send the elevator cab to a floor above the RFPE.
- (8) Accessory structures, regardless of size or cost, shall not be permitted below elevated structures.

- (9) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions of Article 4, Section B and Article 5, Section G (3) and (4), on the current version of the North Carolina V-Zone Certification form or equivalent local version. In addition, prior to the Certificate of Compliance/Occupancy issuance, a registered professional engineer or architect shall certify the finished construction is compliant with the design, specifications and plans for VE Zone construction.
- (10) Fill/Grading
- (a) Minor grading and the placement of minor quantities of nonstructural fill may be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.
  - (b) The fill material must be similar and consistent with the natural soils in the area.
  - (c) The placement of site-compatible, non-structural fill under or around an elevated building is limited to two (2) feet. Fill greater than two (2) feet must include an analysis prepared by a qualified registered design professional demonstrating no harmful diversion of floodwaters or wave run up and wave reflection that would increase damage to adjacent elevated buildings and structures.
  - (d) Nonstructural fill with finished slopes that are steeper than five (5) units horizontal to one (1) unit vertical shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run up and wave reflection that would increase damage to adjacent elevated buildings and structures.
- (11) There shall be no alteration of sand dunes or mangrove stands which would increase potential flood damage.
- (12) No manufactured homes shall be permitted except in an existing manufactured home park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of this Section have been satisfied.
- (13) Recreational vehicles may be permitted in Coastal High Hazard Areas provided that they meet the Recreational Vehicle criteria of Article 5, Section B(6)(a).
- (14) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the Regulatory Flood Protection Elevation and any supporting members that extend below the Regulatory Flood Protection Elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck. The increased loads must be considered in the design of the primary structure and included in the V-Zone Certification required under Article 4, Section B, (3)(f).
- (15) A deck or patio that is located below the Regulatory Flood Protection Elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (16) In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:
- (a) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
  - (b) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters.
  - (c) Docks, piers, and similar structures.
- (17) No more than four (4) electrical outlets and no more than four (4) electrical switches may be permitted below RFPE unless required by building code.

## **SECTION H. STANDARDS FOR COASTAL A ZONES (ZONE CAZ) LiMWA** *(maximum 650 CRS points)*

Structures in CAZs shall be designed and constructed to meet V Zone requirements, including requirements for breakaway walls. However, the NFIP regulations also require flood openings in walls surrounding enclosures below elevated buildings in CAZs (see Technical Bulletin 1, *Openings in Foundation Walls and Walls of Enclosures*). Breakaway walls used in CAZs must have flood openings that allow for the automatic entry and exit of floodwaters to minimize damage caused by hydrostatic loads. Openings also function during smaller storms or if anticipated wave loading does not occur with the base flood.

- (1) All new construction and substantial improvements shall be elevated so that the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings or columns) is no lower than the regulatory flood protection elevation. Floodproofing shall not be utilized on any structures in Coastal A Zones to satisfy the regulatory flood protection elevation requirements.
- (2) All new construction and substantial improvements shall have the space below the bottom of the lowest horizontal structural member of the lowest floor either be free of obstruction or constructed with breakaway walls, open wood latticework or insect screening, provided they are not part of the structural support of the building and are designed so as to breakaway, under abnormally high tides or wave action without causing damage to the elevated portion of the building or supporting foundation system or otherwise jeopardizing the structural integrity of the building. The following design specifications shall be met:
  - (a) Material shall consist of open wood or plastic lattice having at least 40 percent of its area open, or
  - (b) Insect screening; or
  - (c) Breakaway walls shall meet the following design specifications:
    - (1) Breakaway walls shall have flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the design criteria in Article 5, Section B(4)(d); and
    - (2) Design safe loading resistance shall be not less than 10 nor more than 20 pounds per square foot; or
    - (3) Breakaway walls that exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State or local codes) shall be certified by a registered professional engineer or architect that the breakaway wall will collapse from a water load less than that which would occur during the base flood event, and the elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). The water loading values used shall be those associated with the base flood. The wind loading values used shall be those required by the North Carolina State Building Code.
- (3) Concrete pads, including patios, decks, parking pads, walkways, driveways, etc. must meet the provisions of Article 5, Section G (5).
- (4) All new construction and substantial improvements shall meet the provisions of Article 5, Section G (3).
- (5) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions of Article 4, Section B and Article 5, Section G (3) and (4), on the current version of the North Carolina V-Zone Certification form or a locally developed V-Zone Certification form.
- (6) Recreational vehicles may be permitted in Coastal A Zones provided that they meet the Recreational Vehicle criteria of Article 5, Section B(6)(a).
- (7) Fill/Grading must meet the provisions of Article 5, Section G (11)
- (8) Decks and patios must meet the provisions of Article 5 Section G (15) and (16).
- (9) In coastal high hazard areas, development activities other than buildings and structures must meet the provisions of Article 5, Section G (17)

**SECTION I. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).**

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) The reference level shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of three (3) feet, above the highest adjacent grade; or at least 7.5 feet NAVD 1988 whichever is greater above the highest adjacent grade if no depth number is specified.
- (2) Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article 5, Section I (1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B (3) and Article 5, Section B (2).
- (3) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

**SECTION J. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).**

Located within the Special Flood Hazard Areas established in Article 3, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to Article 5, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

- (1) Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

**ARTICLE 6. LEGAL STATUS PROVISIONS.**

**SECTION A. EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE.**

This ordinance in part comes forward by re-enactment of some of the provisions of the Flood Damage Prevention Ordinance enacted December 15, 1986 as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit or proceeding instituted or pending. All provisions of the Flood Damage Prevention Ordinance of Hyde County enacted on December 15, 1986, as amended, which are not reenacted herein are repealed.

**SECTION B. EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS.**

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a floodplain development permit has been granted by the Floodplain Administrator or his or her authorized agents before the time of passage of this ordinance; provided, however, that when construction is not begun under such outstanding permit within a period of six (6) months subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this ordinance.

**SECTION C. SEVERABILITY.**

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

**SECTION D. EFFECTIVE DATE.**

This ordinance shall become effective \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**SECTION E. ADOPTION CERTIFICATION.**

I hereby certify that this is a true and correct copy of the Flood Damage Prevention Ordinance as adopted by the Board of Commissioners of Hyde County, North Carolina, on the \_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESS my hand and the official seal of Hyde County, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Earl Pugh Jr  
Chairman  
Hyde County Board of Commissioners

\_\_\_\_\_  
Lois Stotesberry  
Clerk  
Hyde County Board of Commissioners

(SEAL)

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

**Meeting Date:** August 3, 2020  
**Presenter:** County Manager Noble  
**Attachment:** Yes - Lease

**ITEM TITLE:** Teach's Hole EMS Station Lease

**SUMMARY:** As a result of Hurricane Dorian, the location leased to house Hyde County EMS located on Back Road in Ocracoke was substantially damaged. Since that time, Ocracoke EMS has been housed at a number of temporary locations. The attached lease secures a location for Ocracoke EMS through this fiscal year at the building formerly housing the Teach's Hole Blackbeard Exhibit. This will be the location of Ocracoke EMS while a new facility is constructed utilizing Golden Leaf grant funding on the Island Inn property.

**RECOMMEND:** APPROVE LEASE

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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"/>
<input type="checkbox"/> PAHL	<input type="checkbox"/> SWINDELL	<input type="checkbox"/>
PAHL	<input type="checkbox"/> TOPPING	<input type="checkbox"/>
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SWINDELL		
<input type="checkbox"/> TOPPING		
TOPPING		

STATE OF NORTH CAROLINA  
COUNTY OF HYDE

LEASE AGREEMENT

**THIS LEASE AGREEMENT** (hereinafter referred to as "Lease") is made and entered into as of the 4th day of August, 2020, by and between **OILI, LLC**, a North Carolina limited liability company, having an address of P.O. Box 276, Ocracoke, North Carolina 27960 (hereinafter referred to as "Lessor") and the **COUNTY OF HYDE**, North Carolina, a body politic and corporate existing under North Carolina law, having an address of P.O. Box 188, Swan Quarter, North Carolina 27885 (hereinafter referred to as "Lessee").

WITNESSETH

**WHEREAS**, Lessor owns the property located at 935 Irvin Garrish Highway, Ocracoke, North Carolina (hereinafter referred to as "Property"), upon which Property is situated a building consisting of, among other things, two stories.

**WHEREAS**, Lessee desires to lease the Premises described hereinbelow from Lessor in order to utilize the same for the operation of an emergency medical services station.

**WHEREAS**, Lessor desires to lease said Premises to Lessee for the above described purpose.

**NOW, THEREFORE**, subject to the terms and conditions hereinafter set forth, Lessor does hereby lease and let unto Lessee and Lessee hereby takes and accepts, together with all privileges and appurtenances thereto, said Premises. In consideration of the mutual promises as well as covenants herein contained, the benefits to Lessor as well as Lessee, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows.

1. **Premises.** Lessor hereby expressly grants to Lessee the right to utilize the existing exterior staircase to the second story of said building for access to the second story of said building at all times during the term of this Lease, lease as well as occupy the area and/or room (portion of the second story) that has been indentified and is known by the parties, and utilize the parking areas located on the above referenced Property (herein collectively referred to as "Premises").

2. **Term.** The term of this Lease shall commence as of the 4th day of August, 2020 and shall continue until the 30th day of June, 2021. This Lease may be terminated upon Thirty (30) days written notice by Lessee. Lessor shall have nor make any claim, for damages or otherwise, upon Lessee should Lessee elect to exercise its right to early, unilateral termination hereunder.

3. **Rental.** Rent for the period running from August 4, 2020 through August 31, 2020 shall be \$2,177.42 and shall be payable on or before August 4, 2020. Thereafter, rent shall be \$2,500 each month, payable on or before the first day of each month beginning on or before September 1, 2020. Any future, partial month shall be pro-rated accordingly.

4. **Assignment.** Lessee shall not assign its interest in this Lease, sublease any portion of the Premises, or permit third parties to occupy or use any portion of the Premises without Lessor's prior written consent. Notwithstanding the foregoing, Lessor expressly authorizes Lessee to utilize the Premises as herein described and expressly authorizes Lessee to provide such access to the Premises as is necessary to utilize the Premises for such purpose.

5. **Use of Premises.** Lessee shall use the Premises during the term of this Lease for the purposes specified herein and none other. Lessee shall not make any unlawful or offensive use of the Premises and agrees to keep the interior of the same in good maintenance and aesthetically pleasing appearance.

a. Lessee shall not, and shall prohibit anyone affiliated with them from, smoking inside the Premises or building and/or on the exterior decks located on the Property.

b. Lessee shall not, and shall prohibit anyone affiliated with them from, having or allowing animals, including pets, inside the Premises or building and/or on the Property.

6. **Care and Maintenance.** Lessee shall maintain the interior of the Premises in an attractive manner. Lessee shall adequately secure the Premises when Lessee is not utilizing the same in order to prevent access by others. Lessee shall pay for the repair of any and all damage to the Premises and Property, including building, caused by Lessee and its agents, members, employees, invitees, and guests (hereinafter referred to as "Lessee's Repair Obligation"). With the exception of Lessee's Repair Obligation, if any portion of the Premises or Property, including but not limited to building, HVAC, electrical or plumbing units or systems, need repair or replacement during the term, Lessor shall have the obligation to undertake and diligently pursue to completion such repairs or replacements.

7. **Improvements and Alterations.** The parties recognize that Lessee has made and/or may need to make certain improvements and alterations to the Premises in order to use the Premises as hereinbefore provided. In addition to any other permitting or approval process that may be required, Lessee shall seek and obtain approval for any such improvements and alterations from Lessor. Any alteration or improvement that is made by Lessee without approval from Lessor or that is inconsistent, in Lessor's sole discretion, with Lessor's approval, shall constitute default hereunder. All such improvements and alterations made with Lessor's approval shall be properly maintained by Lessee, in Lessor's sole discretion.

8. **Lessor's Right Of Entry.** After reasonable advance notice to Lessee, Lessor shall have the right to enter the Premises and to grant licenses to others to enter the Premises a) to inspect the Premises; b) to exhibit the Premises to prospective tenants or purchasers of the Property; c) to make alterations, additions, improvements and repairs to the Premises or to the building; d) for any purpose which Lessor shall deem necessary for the operation and maintenance of the Premises and Property, including building, and the general welfare and comfort of occupants of the building; e) for the purpose of removing from the Premises any fixtures, alterations or additions not permitted by this Lease; and f) to abate any condition which constitutes a violation of any covenant or condition of this Lease.

9. **Insurance.**

a. Lessee, at its sole cost and expense, shall continue to maintain the insurance coverages it currently maintains.

b. Throughout the term of this Lease, Lessor shall carry fire and extended coverage insurance insuring its interest in the building and the Premises, such insurance to be written by insurance companies and in amounts satisfactory to Lessor. Throughout the term of this Lease, Lessee shall carry fire and extended coverage insurance insuring its interest, if any, in improvements to or in the Premises, its contents, and its interest in its furniture, equipment, supplies or other property.

c. Lessee shall not do or cause to be done or permit on the Premises anything deemed extra hazardous and Lessee shall not use the Premises in any manner which will cause an increase in the premium rate for any insurance in effect on the Premises, building, or part thereof. If, because of anything done, caused to be done, permitted or omitted by Lessee or its agents, members, employees, invitees or guests, the premium rate for any kind of insurance in effect on the Premises shall be increased, Lessee shall pay Lessor on demand the amount of any such increase in premium. If Lessor demands that Lessee remedy the condition which caused any such increase in an insurance premium rate, Lessee shall remedy such condition within five (5) days after receipt of such demand.

10. **Fire or Other Casualty.** In the event that before or during the term of this Lease, the Premises or the building shall be damaged by fire or other casualty which renders the building, the Premises or any part of the building or the Premises untenable, Lessor shall, within twenty (20) days of actual notice of such fire or other casualty, either 1) serve written notice upon Lessee of Lessor's intent to repair said damage or 2) if said damage renders so much of the Premises untenable that repair would not be feasible in Lessor's discretion, or if said damage shall have been occasioned by the act or omission of Lessee, its agents, members, employees, invitees, or guests, serve written notice upon Lessee that this Lease is terminated without recourse on the part of Lessee. If Lessor shall elect to repair such damage, such repairs shall be commenced as soon as is practicable after such election and Lessor shall diligently pursue such repairs to completion. Rent shall abate for any period during which the Premises are untenable.

The preceding paragraph notwithstanding, Lessor shall have no obligation to replace or repair any property in the building or on the Premises belonging to Lessee or to anyone claiming through or under Lessee nor shall Lessor have any obligation hereunder to replace or repair any property on the Premises which Lessor shall have the right to require Lessee to remove from the Premises or any alteration, addition or improvement made to the Premises by, for or at the direction of Lessee.

11. **Taxes and Assessments.** Lessor shall be responsible for and promptly pay before default any and all real and personal property taxes or special assessments, if any, that may be levied or assessed against the real property, any improvements thereon, and other property therein (other than Lessee's property).



Any notice so given to either party hereunder shall be conclusively considered to have been received on the third business day following the proper mailing thereof. Each party shall give written notice to the other of any change of address at least thirty (30) days in advance of the date such change is to become effective, whereupon the address so given shall control.

15. **Adherence to Regulations.** Lessee shall comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, Courts, authorities, agents, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Premises, Lessee and Lessee's use of the Premises. Further, Lessee shall comply with any and all local, state, federal or other rules and regulations as well as all applicable environmental rules and regulations, including but not limited to such rules and regulations regulating hazardous or similar substances or conditions, their storage or disposal. Such compliance shall include compliance by Lessee with the requirements of the Occupational Safety and Health Act, and all amendments thereto, as the same applies to Lessee's use of the Premises. Lessee shall not intentionally or knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, municipal body, or other governmental agency. Without waiving any applicable immunity, Lessee further agrees to indemnify and hold Lessor harmless for any and all damage of any kind arising from Lessee's failure to comply with the aforementioned rules and regulations, including, but not limited to, the cost of clean-up, restoration fees, mitigation costs, and attorney's fees caused or occasioned by Lessee. Nothing in this Lease shall be construed to obligate Lessee to make any improvements to the Premises, or said exterior stairway, in order for the Premises, or said exterior stairway, to comply with any applicable state, local, or federal laws, rules or regulations.

16. **Relationship of Parties.** In carrying out the terms and conditions of this Lease, Lessee is an independent party from Lessor and is not an agent or employee of Lessor. Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employee relationship between Lessor and Lessee.

17. **Waiver.** No waiver of any condition, covenant or restriction of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition, covenant or restriction of this Lease.

18. **Surrender of Possession, Holding Over.** Upon the expiration or any other termination of this Lease, Lessee shall quit and surrender the Premises to Lessor. Upon the expiration or any other termination of this Lease, Lessee shall retain ownership of and shall remove any items of personal property and shall, upon notice from Lessor, remove any and all improvements and alterations described in such notice, including fixtures, made or placed on or about the Premises by Lessee and, consistent with such notice, return the Premises to its condition prior to any installation or placement of such item(s) or making of any such improvements or alterations thereon, ordinary wear and tear excepted. Failure by Lessee to perform the obligations contained in this paragraph shall entitle Lessor to remove and dispose of said personal property, improvements, and alterations and recover all of its costs and expenses in doing so from Lessee. If

Lessee shall remain in possession of the Premises or any part thereof after the expiration of the term of this Lease, either with or without Lessor's acquiescence, Lessee shall be deemed a tenant at will, and such holding over by Lessee shall in no way constitute a renewal of this Lease.

19. **Default.** If either party shall fail to perform any provision of this Lease and that failure to perform is not cured within ten (10) days after written notice thereof has been given to that party, the same shall constitute an event of default.

20. **Remedies Upon Default.**

a. Lessor shall have the absolute right upon default by Lessee to

i. Terminate this Lease;

ii. Enter the Premises without notice to vacate (any such right to which is hereby waived by Lessee), change any and all locks on the Premises, and re-let the Premises all without being liable for forcible entry, trespass, or other tort; and

iii. Collect from Lessee any damages resulting from Lessee's default, including the costs of repairing the Premises or Property, including building.

b. Lessee shall have the absolute right upon default by Lessor to vacate the Premises and return all keys to Lessor.

21. **Illegal Provisions, Governing Law.** If any provision of this Lease shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. This Lease shall be governed by and construed in accordance with the laws of North Carolina.

22. **Entire Agreement.** This Lease contains the entire agreement between the parties hereto with respect to Lessee's use as well as occupancy of said Premises and all prior as well as contemporaneous agreements are merged herein. This Lease shall not be altered or modified except in writing signed by all parties hereto.

**IN WITNESS WHEREOF**, after due authority given, the parties hereto have executed this Lease as of the date first above written.

*[The rest of this page is intentionally left blank. Signatures are contained on the following pages.]*

**PRE-AUDIT CERTIFICATE**

This Lease has been pre-audited in accordance with North Carolina General Statute § 159-28 and in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Corrinne Gibbs, Chief Finance Director

**LESSEE:**

**ATTEST:**

**COUNTY OF HYDE**

By: \_\_\_\_\_  
\_\_\_\_\_  
Hyde County Clerk

By: \_\_\_\_\_  
Kris Noble, County Manager  
County of Hyde

STATE OF NORTH CAROLINA  
COUNTY OF HYDE

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_, personally appeared before me this day and acknowledged that he/she is a Clerk for the **COUNTY OF HYDE**, North Carolina, and as the act of the corporation, the foregoing instrument was signed in its name by **KRIS NOBLE**, Hyde County Manager, sealed with its corporate seal and attested by him/her as its Clerk.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

**LESSOR:**

**OILI, LLC**

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

\_\_\_\_\_, Member/Manager  
OILI, LLC

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for the County and State aforesaid, this day personally appeared \_\_\_\_\_ and acknowledged that he/she is a Member/Manager of **OILI, LLC**, and that he/she, in that capacity, being authorized to do so, executed the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

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

**Meeting Date:** August 3, 2020  
**Presenter:** Joey Williams  
**Attachment:** Yes - Agreement

**ITEM TITLE:** Travel Trailer Emergency Evacuation Notice

**SUMMARY:** The attached addendum to the travel trailer agreements between Hyde County and individuals currently occupying travel trailers as temporary housing due to Hurricane Dorian more clearly explains the procedures surrounding relocation due to severe weather events.

**RECOMMEND:** APPROVE

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

**AMENDMENT TO TEMPORARY HOUSING RENTAL AGREEMENT FOR TRAVEL TRAILER  
STATE OF EMERGENCY AND/OR EVACUATION ACTION PLAN NOTICE AND PROCEDURES**

**PARTIES**

**LESSOR**

County of Hyde  
Kris Noble  
PO Box 188  
30 Oyster Creek Road  
Swan Quarter, NC 27885

**LESSOR PARTNER/AGENT**

Ocracoke Interfaith Relief and  
Recovery Team (OIRRT)  
Ivey Belch, Chair  
PO Box 415  
Ocracoke, NC 27960

**LESSEE**

Name of Resident:  
\_\_\_\_\_

Resident Pre-Disaster Address  
\_\_\_\_\_  
\_\_\_\_\_

**PROPERTY LEASED**

**Trailer ID**

Make:	Model:	VIN:
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**Trailer Placement**

Street Address:		
City: Ocracoke	State: North Carolina	ZIP Code: 27960

**STEPS TO BE TAKEN IN THE EVENT OF A DECLARED STATE OF EMERGENCY AND/OR EVACUATION**

Section 2 of the Temporary Housing Rental Agreement for Travel Trailer, Use of Trailer and Other Property, between Lessee and Lessor, provides that the **“Lessor reserves the right to relocate Lessee to other temporary housing at any time for any reason ...”**.

**What does this mean for you?**

In anticipation of or as a result of a declared State of Emergency for Hyde County, a mandatory evacuation of Ocracoke Island, and/or some other appropriate reason under the then current circumstances, Lessee may be directed by Lessor, OIRRT, or another authority to remove themselves from the Trailer and take shelter at alternate housing of their choice. In which event, Lessee shall vacate the Trailer and may, among other things, choose to reside in the general population shelter for evacuees once the same is provided - the location of which might not be announced until after a declared State of Emergency and/or mandatory evacuation goes into effect. At any such time, Hyde County will use its best efforts to provide contact information for anyone with special medical needs and information regarding assistance for those who will require aid with evacuation transportation.

Section 2 of the Temporary Housing Rental Agreement for Travel Trailer, Use of Trailer and Other Property, Sub-Section "Unauthorized Movement of Trailer", between Lessee and Lessor provides that “Lessee shall not tow or otherwise move, or cause to be towed or otherwise moved, the Trailer unless Lessee obtains prior approval from Lessor or a declared state of emergency requires moving the Trailer and prior approval cannot be obtained from Lessor during the emergency.”

**What does this mean for you?**

Hyde County, in conjunction with OIRRT, has established plans that may result in the disconnection and transportation of some or all travel trailers from Ocracoke Island to the mainland in the event of a declared State of Emergency for Hyde County, a mandatory evacuation of Ocracoke Island, and/or some other appropriate reason under the then current circumstances. In which event, Lessee should not request permission from Hyde County for Lessee to move the Trailer.

**STEPS TO BE TAKEN IN THE EVENT OF A DECLARED STATE OF EMERGENCY AND/OR EVACUATION (CONT.)**

Section 2 of the Temporary Housing Rental Agreement for Travel Trailer, Use of Trailer and Other Property, Sub-

Section "Move-in, Orientation and Inspections", between Lessee and Lessor provides that "All personal property placed in the Trailer and/or personal property and motor vehicles placed on the Property during the term of this Agreement will be at the sole risk of Lessee; for which, Lessor assumes and has no liability."

**What does this mean for you?**

In the event of a declared State of Emergency for Hyde County, a mandatory evacuation of Ocracoke Island, or some other appropriate reason under the then current circumstances, Lessor, OIRRT, or another authority may require Lessee to remove all personal property and possessions from the Trailer and the Property. Personal property and possessions not removed from the Trailer or the Property will remain at the sole risk of Lessee. OIRRT has requested Hyde County to provide, as soon as possible, OIRRT and Lessee advance notice for future declarations of States of Emergencies and mandatory evacuation orders in order to hopefully provide time for Lessee to remove all personal property and possessions from the Trailer before it is disconnected and transported from Ocracoke Island to the mainland. The timeframe for any such advance notice will be determined by the then current circumstances, but OIRRT cannot provide any such advance notice or order until the notice or order is issued by the proper authority and received by OIRRT.

By virtue of their duly authorized signatures below, the undersigned hereby agree to the foregoing Amendment to Temporary Housing Rental Agreement For Travel Trailer ("Amendment"), expressly acknowledge that the Amendment is hereby incorporated into Lessee's Temporary Housing Rental Agreement For Travel Trailer ("Agreement") by reference as if fully set forth, and expressly acknowledge that the terms of this Amendment will supersede and replace any conflicting terms in the Agreement.

LESSEE:

LESSOR:

**HYDE COUNTY**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Kris Noble  
County Manager

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

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

LESSOR PARTNER/AGENT:

**OCRACOKE INTERFAITH RELIEF AND RECOVERY TEAM**

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

Ivey Belch, Chair

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

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

**Meeting Date:** August 3, 2020  
**Presenter:** Stephanie Watson  
**Attachment:** Yes

**ITEM TITLE:** 2020 Urgent Repair Program Policies Adoption

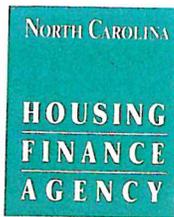
**SUMMARY:** The North Carolina Housing Finance Agency has approved Hyde County’s grant application for an urgent repair program to assist low income elderly, disabled and single parents for repairs to be made to their homes. \$97,500 has been awarded to Hyde County for these individuals not to exceed \$10,000 per home. There is a \$2,500 local match which is included in the FY 2020-2021.

The attached plans and policies are based on NCHFA guidelines and outline how the program will be administered.

**RECOMMEND:** APPROVE

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



April 9, 2020

A self-supporting  
public agency

Scott Farmer  
Executive Director

Ms. Kris Noble, County Manager  
Hyde County  
PO Box 188  
Swan Quarter, NC 27885

Dear Ms. Noble:

PO Box 28066  
Raleigh, NC  
27611-8066

I am pleased to inform you that Hyde County has been conditionally approved to receive an amount not to exceed \$97,500 under the 2020 cycle of the Urgent Repair Program (URP20).

3508 Bush Street  
Raleigh, NC  
27609-7509

The URP20 Program attracted applications from a broad variety of housing providers across the state. Fifty-two applications were received, with funding requests totaling \$6.43 million. Our total commitment to URP20 of \$4.5 million funded thirty-seven projects this year (71% of all applicants) and will provide urgently needed repairs or modifications to the homes of 630 households in fifty-two counties. Success in this competition reflects your organization's commitment and capacity to respond to the need for urgent repair assistance in your service area.

Tel. 919-877-5700  
Fax. 919-877-5701  
www.nchfa.com

A one-day Implementation Workshop is scheduled for June 23, 2020 in Raleigh. Detailed workshop information will be emailed to you and the person identified in your application as the Program contact. An URP20 Funding Agreement will be sent to you after you submit some required post-approval documentation and key staff have attended the workshop. Please do not begin work on your project until a Funding Agreement has been forwarded to you and properly executed.

On behalf of the Agency, I congratulate you on your successful application. If you have any questions regarding this award, please contact Chuck Dopler at (919) 981-5008.

Sincerely,

A handwritten signature in cursive script that reads "Sonia B. Joyner".

Sonia B. Joyner  
Director of Home Ownership Programs

cc: Rosemary Johnson, Administrative Assistant

**Hyde County**  
**Procurement and Disbursement Policy**  
**Urgent Repair Program**

**PROCUREMENT POLICY**

1. To the maximum extent practical, the County of Hyde promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are a part of Hyde County's approved qualified vendor's list. (To be a qualified vendor, a contractor must use the Hyde County vendor process which includes: completing an application, having their recent work inspected, reviewed and approved by the Rehabilitation Specialist and submitting proof of insurance.) Any contractor listed with and approved by Hyde County and in good standing will receive automatic approval status on the qualified vendor's list.
2. At least three eligible contractors on Hyde County's qualified vendor list shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means:  
(a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of Hyde County's cost estimate, and (c) there is no conflict of interest (real or apparent).
3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsible bidder for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with linen item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change of the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of Hyde County. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.
8. Hyde County reserves the right to reject any or all bids at any time during the procurement process.



**CONTRACTORS STATEMENT:**

I have read and understand the attached Assistance Policy and Procurement and Disbursement Policy.

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

COMPANY NAME: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**Hyde County  
Assistance Policy  
For the 2020 Cycle of the Urgent Repair Program**

**What is the Urgent Repair Program?**

Hyde County has been awarded \$97,500 by the North Carolina Housing Finance Agency (NCHFA) under the 2020 cycle of the Urgent Repair Program (URP2020). This program provides funds to assist very-low and low-income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modifications and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as the frail elderly and persons with disabilities. A total of 10 households will be assisted under URP2020.

This Assistance Policy describes who is eligible to apply for assistance under URP2020, how applications for assistance will be rated and ranked, what the form of assistance is and how the repair/modification process will be managed. The County has designed this URP2020 project to be fair, open, and consistent with the County's approved application for funding and with NCHFA's URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund. Additional funds for construction costs are provided from local funds by the County in the amount of \$2,500.00.

**EMERGENCY and HEALTH Notifications:** Due to the current COVID-19 pandemic, increased awareness of the need to protect Hyde County representatives and the homeowners they serve from various health related exposures has become more apparent than ever. Homeowners participating in URP2020 program must agree to follow all local, state and federal guidelines for emergency preparedness surrounding the COVID-19 pandemic and any other emergency declared that includes their property address for the duration of construction on the property.

**Eligibility:** To be eligible for assistance under URP2020:

- Applicants must reside in Hyde County;
- Applicants must prove they own and occupy the home in need of repair;
- Applicants must have a household income which does not exceed 50% of the County median income for the household size (See income limits below);

- Applicants must have a special need (i.e. be elderly, older than 62 years old, handicapped or disabled, a single parent with a dependent living at home, a military veteran, a large family with greater than 5 household members or a household with a child below the age of 6 with lead hazards in the home);
- Applicants must have urgent repair needs, which cannot be met through other state or federally funded housing assistance programs;
- The property must be free of any back taxes or liens in default at the time of application unless a payment plan has been established and payments are current. If the applicant is unsure, he/she should call the Hyde County Tax Office at 252.926-4188 prior to submitting the application.

URP2020 Income Limits\* for Hyde County, NC

<b>Number in Household</b>	<b>30% of Median (very-low income)</b>	<b>50% of Median (low income)</b>
1	\$12,250	\$20,350
2	\$14,000	\$23,250
3	\$15,750	\$26,150
4	\$17,450	\$29,050
5	\$18,850	\$31,400
6	\$20,250	\$33,700
7	\$21,650	\$36,050
8	\$23,050	\$38,350

*\*Income limits are subject to change based on annually published HUD HOME limits and will be updated each year. This update will not require a re-approval of the governing authority. These numbers are based on 2020 HUD Home Median Income Limits provided by the NCHFA.*

#### Outreach Efforts of the URP Program

The County makes citizens aware of the URP program and other housing rehabilitation opportunities through various service providers and specific outreach efforts. At minimum, the County will advertise or publish an article about the Urgent Repair Program via the following

media/venues: Hyde County website, at the senior center, and DSS, Hyde County Facebook page, the Coastland Times and Washington Daily News.

**How are applications ranked?**

There are many more URP-eligible households (with eligible houses) that can be assisted with the available funds. Therefore, Hyde County has devised the following priority system to rank eligible applicants, determine which of them will be selected for assistance and in what order. Under this system applicants will receive points for falling into certain categories. Applications will be ranked according to which receive the most points.

<p><b><i>Eligibility Criteria</i></b>          Owner Occupied          Owner/Occupant 62 years old or disabled          Veteran full-time household member          Household income under 50%</p>
--

<b><i>Age and Disability</i></b>	<b><i>Points</i></b>
0-62 Disabled	30
63-80 Disabled	50
81+ and disabled	40
62-80 and not disabled	40
81 + and not disabled	30
Household with a child age 6 or under with a reference level of 5 micrograms per deciliter or higher	20
Household with a child age 6 or under with lead hazards in the home	15
Veteran full time household member	15
<b><i>Income</i></b>	

0%-30%	15
31%-50%	10

Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP20.

**Definitions** under URP are:

**Elderly:** An individual aged 62 or older.

**Disabled:** A person who has a physical, mental or developmental disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.

**Head of Household:** The person or persons who own(s) the house.

**Household Member:** Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a “household member” (the number of household members will be used to determine household size and all household members are subject to income verification).

**Occupant:** An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of household) who has resided in the dwelling unit for at least 3 months prior to the submission of the family’s application.

**Veteran:** A person who is a military veteran, is defined as one who served in the active military, naval, or air service (i.e. Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration or its predecessors), and who was discharged or released there from under conditions other than dishonorable. Provide DD-214 form to demonstrate.

**Single Parent Household:** A household in which one and only one adult resides with one or more dependent children.

Recipients of assistance under URP will be chosen by the above criteria without regard to race, color, religion, nation origin, sex, familial status and disability.

**Client Referral and Support Services**

Many homeowners assisted through the Urgent Repair Program may also need other services. When the Urgent Repair Program staff meet the homeowner during the work write-up process, they will discuss the resources and programs available in Hyde County and provide pamphlets

and a list of the agencies with contact information. With the homeowner's permission, a case file will be created and a staff person will follow up with the homeowner concerning the available services in the referral network.

**What is the form of assistance under URP20?**

Hyde County will provide assistance to homeowners whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest free loan, forgiven at a rate of \$2,000 per year, until the principal balance is reduced to zero.

**What is the amount of the loan?**

The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by Hyde County's rehabilitation specialist. There is no minimum to the amount of the loan; however, the maximum life-time limit according to the guidelines of the URP20 is \$10,000.

**What kinds of work will be done?**

Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling Unit or accessibility modifications will be performed under Hyde County's URP. Please understand that all deficiencies in a home will likely not be able to be repaired with the available funds.

All work that is completed under URP 20 must meet or exceed NC Residential Building Code.

**Who Will Do the Work on the Homes?**

Hyde County is obligated under URP to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process.

To meet the requirements, Hyde County will conduct a bid process which will allow all vendors qualified (using Hyde County's vendor process) to provide quotes, bids or proposals for the product or services needed on each home. For additional information about procurement and disbursement procedures, please refer to the Hyde County URP Procurement and Disbursement Policy for the 2020 Cycle.

\*All qualified vendors will be invited to bid on each home and the lowest responsive and responsible bidder will be selected for the contract. Every reasonable effort will be made to receive at least three quotes, bids or proposals for the product or services needed.

\*Homeowners who know of quality rehabilitation contractors that are not currently qualified using Hyde County's vendor process are welcome to invite them to apply.

### **What Are the Steps in The Process, From Application to Completion?**

You now have information about how to apply for the URP and what type of work can be done through the Program. Let's go through the steps for getting the work done:

- 1. Completing an Application form:** Homeowners who wish to apply for assistance Must do so by September 25, 2020. Apply by contacting Stephanie Watson, Grant Administrator, at (252) 926-5262. Proof of ownership and income will be required. Those who have applied for housing assistance from Hyde County in the past will NOT automatically be reconsidered. A new application will need to be submitted.
  
- 2. Preliminary Inspection:** Hyde County's Rehabilitation Specialist will visit the homes of eligible households to determine the need and feasibility of the home for rehabilitation.
  
- 3. Screening of applicants:** Applications will be ranked by Hyde County based on the priority system outlined on page 3. Households to be offered assistance will be selected by October 23, 2020. Household income will be verified for program purposes only (Information will be kept confidential.) Ownership of property will be verified along with other rating factors. From this review, the ten (10) most qualified applicants will be chosen according to the priority system described above. There will also be a list of alternates in the order of qualification. Applicants not receiving notification by October 30, 2020 that they were chosen may contact Stephanie Watson, Grant Administrator, at (252) 926-5262 to confirm the disposition of the application.
  
- 4. Applicant Interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.
  
- 5. Work write-up:** The Hyde County's Rehabilitation Specialist will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Rehabilitation Specialist will prepare complete and detailed work specifications (known as the "work write up"). A final cost estimate will also be prepared by the Rehabilitation Specialist and held in confidence until bidding is completed.

**6. Formal agreement:** After approval of the work write-up the homeowner will sign a formal agreement that will explain and govern the repair/modification process and an explanation of the Promissory Note, which is considered a forgiven loan. This agreement will define the roles of the parties involved throughout the process.

**7. Bidding:** The work write-up and bid documents will be sent to a minimum of three contractors on Hyde County's qualified vendor list who will be given one week in which to inspect the property and prepare bid proposals. The names of the invited contractors will be supplied to the homeowner. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. A bid opening will be conducted at the Hyde County Government Center at a specified date and time, with all bidders and the homeowner invited to attend.

**8. Contractor selection:** Within 24 hours of the bid opening and after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of Hyde County's estimate, (4) any support or contingency costs that will be included in the loan amount, and (5) if other than the lowest bidder is selected, the specific reasons for the selection.

**9. Execution of loan and contract:** The loan will be executed as well as the repair/modification contract prior to work beginning on the project. This contract will be between the contractor and homeowner, with Hyde County signing as an interested third party. The cost of the actual work and project related support costs up to the maximum of \$1,000 will be included in the loan document.

**10. Pre-Construction conference:** A pre-construction conference will be held at the home. At this time, the homeowner, contractor and program representatives will be present and discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). If the contract has been executed, Hyde County will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date within 24 hours of the pre-construction meeting.

**11. Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done

according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP20. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.

**12. Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment (“change order”) and approved by all parties to the contract: the owner, the contractor and two representatives of Hyde County. If the changes require an increase in the loan amount, a loan modification stating changes in the contract amount must be completed by Hyde County, and executed by the owner. If the changes result in a decrease in the loan amount, an estoppel informing the homeowner of these changes in the contract amount will be completed by Hyde County and conveyed to the owner.

**13. Payments to contractor:** The contractor will be paid following inspection of and satisfactory completion of all items on the work write-up and change orders, if any, as outlined in the Hyde County Procurement and Disbursement Policy.

**14. Post-Construction Meeting:** Following construction, the contractor and the Rehabilitation Specialist will sit down with the homeowner one last time. At this meeting the contractor will hand over all owner’s manuals and warranties on equipment. The contractor and Rehabilitation Specialist will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work and the loan.

**15. Closeout:** Once each item outlined in Section 13 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out (fully completed).

What are the key dates?

If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

\*Applications will be available to the public starting August 15, 2020

\*Applications must be turned in by 5:00 p.m. on September 25, 2020

\*Selection of units will be made by October 23, 2020

\*All rehabilitation work must be under contract by October 13, 2021

\*All rehabilitation work must be completed by December 31, 2021

How do I request an application?:

Contact:

Stephanie Watson, Grant Administrator  
Hyde County  
30 Oyster Creek Road  
Swan Quarter, NC 27885  
Phone: (252) 926-5262

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and rehabilitation guidelines are meant to be as fair as possible, Hyde County realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1. If an applicant feels that his/her application was not fairly reviewed or rated and would like to appeal the decision made about it, he/she should contact Stephanie Watson, Grant Administrator at (252) 926-5262 within five days of the initial decision and voice his/her concern.
2. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing. A written appeal must be made within 10 days of the initial decision on an application.
3. Hyde County will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the rehabilitation process:

1. If the homeowner feels that construction is not being completed according to the contract, he/she must inform the contractor and the Rehabilitation Specialist, preferably in writing.
2. The Rehabilitation Specialist will inspect the work in question. If he finds that the work is not being completed according to the contract, the Rehabilitation Specialist will review the contract with the contractor and ask the contractor to correct the problem.
3. If the Rehabilitation Specialist finds that the work is being completed according to contract, the complaint will be added to the applicant's file and the Rehabilitation Specialist and the homeowner will discuss the concern and the reason for the Rehabilitation Specialist's decision.

4. If the problems persist, the homeowner must put the concern in writing, and a mediation conference between the homeowner and the contractor may be convened by the Rehabilitation Specialist and facilitated by Hyde County's Grant Administrator.
5. Should the mediation conference fail to resolve the dispute, the Grant Administrator will render a written decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to Hyde County employees who are directly involved in the program, the North Carolina Housing Finance Agency, US Department of Housing and Urban Development (HUD) and auditors.

What about conflicts of interest? No employee or board member of Hyde County, or entity contracting with Hyde County, who exercises any functions or responsibilities with respect to the URP20 project shall have any interest, direct or indirect, in any contract or subcontract for work performed with project funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

What about favoritism? All activities under URP20 including rating and ranking applications, inviting bids, selecting contractors and resolving complaints, will be conducted in a fair, open and non-discriminatory manner, entirely without regard to race, color, religion, national origin, sex, familial status and disability.

Who can I contact about the URP20 program? Any questions regarding any part of this application or program should be addressed to:

Stephanie Watson, Grant Administrator  
 30 Oyster Creek Road  
 Swan Quarter, NC 27885  
 (252) 926-5262

The County Manager is authorized to amend this Assistance Policy as needed for effective program execution.

URP Assistance Policy adopted this, the 6th day of August 2020.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 Earl Pugh Jr, Chairman, Donnie Shumate, Deputy Clerk,  
 Hyde County Board of Commissioners Hyde County Board of Commissioners

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

**Meeting Date:** August 3, 2020  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes - MOU between NPS and Hyde County

**ITEM TITLE:** Memorandum of Understanding Between NPS and Hyde County

**SUMMARY:** The National Park Service (NPS) has invited Hyde County to participate as a cooperating agency in the environmental impact statement (EIS) process to evaluate alternatives for permitting sediment management within Cape Hatteras National Seashore (Seashore) over the next 20 years. Our invitation is consistent with the National Environmental Policy Act (NEPA) P.L. 91-190 U.S.C 4321, Council on Environmental Quality (CEQ) Regulations at 40 Code of Federal Regulations (CFR) §1501.5 and 1501.6, the Department of the Interior Regulations (43 CFR § 46.225), and Executive Order 13352 on cooperative conservation. Your special expertise and jurisdiction for managing sediment management projects would be a tremendous asset to the Seashore during our planning and NEPA compliance process.

**RECOMMEND:** APPROVE MOU

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



United States Department of the Interior  
NATIONAL PARK SERVICE  
Outer Banks Group  
Fort Raleigh National Historic Site | Wright Brothers National Memorial  
Cape Hatteras National Seashore



1401 National Park Drive  
Manteo, NC 27954

IN REPLY REFER TO:

(7.A.2)

**JAN 21 2020**

Kris Cahoon Noble  
County Manager  
Hyde County  
P.O. Box 188  
Swan Quarter, North Carolina 27885

Dear Ms. Noble:

The National Park Service (NPS) would like to invite Hyde County to participate as a cooperating agency in the environmental impact statement (EIS) process to evaluate alternatives for permitting sediment management within Cape Hatteras National Seashore (Seashore) over the next 20 years. Our invitation is consistent with the National Environmental Policy Act (NEPA) P.L. 91-190 U.S.C 4321, Council on Environmental Quality (CEQ) Regulations at 40 Code of Federal Regulations (CFR) §1501.5 and 1501.6, the Department of the Interior Regulations (43 CFR § 46.225), and Executive Order 13352 on cooperative conservation. Your special expertise and jurisdiction for managing sediment management projects would be a tremendous asset to the Seashore during our planning and NEPA compliance process.

The following outlines the context of this invitation and the roles and responsibilities of each party should you accept. It also includes a project schedule, consistent with Department of the Interior, Secretarial Order 3355.

## CONTEXT

The Seashore has a long history of beach stabilization efforts that have sought to control erosion and stabilize sand dunes. Beach erosion at the Seashore has impacted natural resources, cultural resources, transportation, visitor access, and facilities. Local partners, such as Dare County, have requested and may continue to request permission to mitigate the impacts of erosion at the Seashore through the implementation of beach nourishment projects.

The NPS will develop a framework for the management of the shoreline, including addressing issues of erosion and protection of access along North Carolina Highway 12 (NC-12), habitat creation, dune stabilization, and breach closures the next 20 years. The NPS will be the lead agency for NEPA compliance associated with the potential issuance of special use permits for sediment management at the Seashore. We have also invited the North Carolina Wildlife Resources Commission, NC Department of Transportation Ferry and Highway Divisions, Army Corps of Engineers Regulatory and Planning Divisions, Pea Island National Wildlife Refuge, US Coast Guard, and Dare and Hyde Counties to serve as cooperating agencies.

## ROLES AND RESPONSIBILITIES

As Lead Agency, the NPS will:

- Prepare the internal and public review versions of the NEPA documents and be responsible for the quality and content of these documents. The lead agency will be solely responsible for identifying the preferred alternative for the NEPA document.
- Exercise sole decision making authority on the Record of Decision (ROD).
- Seek meaningful input from cooperating agencies, non-governmental stakeholder groups, and the general public primarily at key moments in the NEPA process, including: during scoping, refining issues to be addressed in the NEPA document; during the development and refinement of the range of alternatives that will be analyzed; and during review of the public NEPA documents.
- Keep all parties --primarily via telephone or email --informed about the timeframes for the NEPA process, including when cooperating agency input is requested.
- Hold joint cooperating agency meetings as deemed necessary.
- Incorporate in the NEPA document, to the extent possible, the comments, recommendations and/or data submitted by the cooperating agency within their area of expertise.
- Let cooperating agencies know specifically how and where cooperating agency data, information, or input was incorporated into, or considered in, the NEPA document, and how it may have influenced decisions similar to how non-governmental stakeholder groups and the general public comments are addressed and information incorporated or changed.
- Inform the cooperating agencies of the potential impacts of the proposed action, a reasonable range of alternatives, and potential means to mitigate those impacts.
- In the NEPA document, identify the cooperating agencies and acknowledge the roles and responsibilities of each cooperating agency.
- Allow the appropriate cooperating agencies to review analysis relevant to the information provided by that cooperating agency, and give meaningful consideration to comments submitted by the involved cooperating agencies so that relevant information can be incorporated or changed in the document before it becomes a public document.
- Solicit and accept public comment, and draft responses thereto for inclusion in the decision document. Any public comment received by a cooperating agency will be forwarded to the lead agency for consideration in preparing the final documentation.
- Share substantive public comments with the cooperating agency pertinent to that agency's areas of expertise or jurisdiction, if requested by the cooperating agency, or if the lead agency believes the agency can assist in responding to the comment.
- Provide information upon request to be included in a decision file for the NEPA document.

As a cooperating agency, Hyde County will:

- Cooperate in the preparation and review of the NEPA document. This will be accomplished primarily through information exchange and participation in Cooperating Agency Team and/or Interdisciplinary Team Meetings regarding the NEPA document. During these meetings (telephone conference or face-to-face) the Parties will provide direction and guidance needed to review written materials.
- Provide technical assistance in those areas for which the cooperating agency has identified and recognized expertise.
- If appropriate, and within your expertise, provide written evaluations of the effects of implementing each alternative; and carry out any other tasks necessary for the development of the environmental analysis and documentation.
- Review internal drafts of the NEPA document and comment on potential impacts regarding the agency's area of expertise. The reviews will be within the context and scope of NEPA and related legislation and will be limited to the proposed action and its alternatives.
- The cooperating agency will provide comments on drafts within timeframes provided by NPS (see **Schedule**).

Please also note the following which would apply to the lead/cooperating agency relationship established:

- The cooperating agency relationship for sediment management planning at the Seashore will remain in place until the NEPA process is completed, at which time it will expire unless extended by all properly authorized officials. However, either NPS or Hyde County may terminate its participation in this relationship upon thirty (30) days written notice.
- It is understood that each party continues to exercise its respective jurisdictional authorities and that the cooperation extended by this relationship does not transfer or extend the jurisdictional or decision-making authorities beyond that which exists under current laws and regulations.
- Documents created and deliberations engaged in during the period prior to the public release by the lead agency of any NEPA document will remain confidential unless it is otherwise determined that documents should be released pursuant to the Freedom of Information Act (FOIA).
- Nothing herein constitutes a binding commitment to fund any of the proceedings associated with cooperating agency activities. Any specific cost sharing or funding shall be executed separately through other funding mechanisms, as deemed necessary and appropriate by each of the signatories.
- This relationship in no way restricts any of the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

## **SCHEDULE**

As your agency may be aware, the Department of the Interior released guidance under Secretarial Order 3355 (SO 3355), Streamlining National Environmental Policy Act Reviews and Implementation of Executive Order 13807 which requires that EIS' be completed within one year, 365 days, of issuance of a Notice of Intent (NOI) to prepare an EIS. NPS, as the lead agency, will proceed with the attached schedule. If your agency accepts this invitation, your agency must meet the time constraints in the

attached schedule for participation. The NPS may not accept late comments or delayed participation by your agency, in order to fulfill our obligations under SO 3355.

We request a written response indicating whether you accept or decline the invitation, providing any thoughts you have about the information presented herein, as well as contact information for the primary Hyde County point of contact for this process no later than February 7, 2020. If you have any questions in the meantime, please feel free to touch base with Sabrina Henry, Cape Hatteras National Seashore Environmental Protection Specialist, at 252-475-9019.

Thank you very much for your consideration of this invitation to become a cooperating agency for sediment management planning at the Seashore. We look forward to your response.

Sincerely,



David E. Hallac  
Superintendent  
National Parks of Eastern North Carolina

Attachment: Draft CAHA EIS Project Schedule

CC: Jami Hammond, NPS South Atlantic Gulf Region  
Kelly Daigle, NPS Environmental Quality Division, Natural Resource Stewardship and Science

**Cape Hatteras National Seashore Sediment Management Plan and EIS  
Draft Schedule as of 1/16/2020**

\*All dates are subject to change. A revised schedule will be issued once an official Notice of Intent date is determined.

Task Name	Duration	Start	Finish
Initial Action Notification to DOI	2 days	Tue 1/21/20	Wed 1/22/20
Weekly Report for NOI	1 day	Mon 1/27/20	Mon 1/27/20
NOI Briefing/Notification	4 days	Mon 2/10/20	Thu 2/13/20
<b>NOI Publishes in Federal Register</b>	<b>1 day</b>	<b>Mon 2/24/20</b>	<b>Mon 2/24/20</b>
Public Scoping Period	30 edays	Mon 2/24/20	Wed 3/25/20
Draft EIS Outline, including page limits	4 days	Tue 2/25/20	Fri 2/28/20
Begin populating EIS outline with existing information	15 days	Mon 3/2/20	Fri 3/20/20
Schedule Draft EIS Review Team (RT) Briefing	1 day	Mon 3/16/20	Mon 3/16/20
Review/analyze public scoping comments	10 days	Wed 3/25/20	Tue 4/7/20
Project team discussions regarding public comments	3 days	Wed 4/8/20	Fri 4/10/20
Draft EIS Development Briefing with DOI	10 days	Mon 4/13/20	Fri 4/24/20
Prepare internal Draft EIS incorporating public scoping comments	25 days	Mon 4/13/20	Fri 5/15/20
Review internal Draft EIS	15 days	Mon 5/18/20	Fri 6/5/20
Request DOI Review Team Briefing	1 day	Mon 5/18/20	Mon 5/18/20
Compile, review, and resolve substantive internal comments	10 days	Mon 6/8/20	Fri 6/19/20
Prepare Administrative review Draft EIS for DOI	5 days	Mon 6/22/20	Fri 6/26/20
Submit Administrative Review Draft EIS to DOI and hold briefing	16 days	Mon 6/29/20	Mon 7/20/20
Incorporate DOI changes to Camera Ready Draft EIS	11 days	Tue 7/7/20	Tue 7/21/20
Review Camera Ready Draft EIS	3 days	Wed 7/22/20	Fri 7/24/20
Finalize Camera Ready Draft EIS	9 days	Mon 7/27/20	Thu 8/6/20
Submit Draft EIS to EPA	1 day	Fri 8/7/20	Fri 8/7/20
<b>Publish EPA NOA; DEIS Public Comment Period</b>	<b>45 edays</b>	<b>Fri 8/14/20</b>	<b>Mon 9/28/20</b>
Public Meetings	5 days	Mon 9/7/20	Fri 9/11/20
Analyze public comments and identify substantive comments requiring responses; prepare concern statements	15 days	Mon 9/28/20	Fri 10/16/20
Review and finalize concern statements	5 days	Mon 10/19/20	Fri 10/23/20

Draft- Not for Public Distribution

Meetings/calls to discuss, assign, prepare comment responses	5 days	Mon 10/26/20	Fri 10/30/20
Write and Review final responses	10 days	Mon 11/2/20	Fri 11/13/20
Schedule DOI RT Briefing	1 day	Wed 10/14/20	Wed 10/14/20
Prepare internal draft Final EIS	15 days	Mon 11/2/20	Fri 11/20/20
Review of internal draft Final EIS	10 days	Mon 11/23/20	Fri 12/4/20
Resolve comments on internal draft Final EIS	5 days	Mon 12/7/20	Fri 12/11/20
Submit draft Final EIS and draft ROD to DOI for Final EIS and NOA Clearance	10 days	Mon 12/14/20	Fri 12/25/20
Prepare Camera Ready Final EIS	9 days	Mon 12/14/20	Thu 12/24/20
Incorporate DOI Comments and Finalize Camera Ready Final EIS	8 days	Mon 12/28/20	Wed 1/6/21
Submit Final EIS to EPA	1 eday	Fri 1/8/21	Sat 1/9/21
<b>Publish Final EIS and EPA NOA</b>	<b>30 edays</b>	<b>Fri 1/15/21</b>	<b>Sun 2/14/21</b>
Prepare Draft ROD	15 days	Mon 11/2/20	Fri 11/20/20
Agency Review of Draft ROD	10 days	Mon 11/23/20	Fri 12/4/20
Submit Draft ROD to DOI with Final EIS	1 day	Mon 12/14/20	Mon 12/14/20
Prepare Non-impairment determination (NID)	10 days	Mon 11/23/20	Fri 12/4/20
Team Review of NID	5 days	Mon 12/7/20	Fri 12/11/20
Finalize draft ROD and NID	5 days	Mon 2/8/21	Fri 2/12/21
Incorporate Changes to ROD and NID (if needed based on comments received during no-action period)	4 days	Mon 2/15/21	Thu 2/18/21
Submit ROD and Briefing Package to DOI	3 days	Fri 2/19/21	Tue 2/23/21
<b>Sign and Publish ROD</b>	<b>1 day</b>	<b>Wed 2/24/21</b>	<b>Wed 2/24/21</b>

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE,  
CAPE HATTERAS NATIONAL SEASHORE  
AND  
COUNTY OF HYDE, NORTH CAROLINA

TO DESIGNATE THE COUNTY OF HYDE AS A COOPERATING AGENCY FOR THE  
PREPARATION OF AN ENVIRONMENTAL IMPACT STATEMENT FOR A SEDIMENT  
MANAGEMENT FRAMEWORK ON CAPE HATTERAS NATIONAL SEASHORE

This Memorandum of Understanding (MOU) is entered into jointly between the Cape Hatteras National Seashore (Seashore) within the National Park Service (NPS) and the County of Hyde (Hyde County). The NPS and Hyde County are together referred to in this MOU as the Parties, and individually may be referred to as a Party. The NPS is Lead Agency under the National Environmental Policy Act (NEPA), and Hyde County is a Cooperating Agency, as described below, and may be referred to as such.

The purpose of this MOU is to establish a cooperating agency relationship and describe how the NPS, as the Lead Agency under NEPA assisted by Hyde County as a Cooperating Agency, will jointly develop the Environmental Impact Statement for a Sediment Management Framework at the Seashore (EIS). This MOU:

- Describes how the Parties will cooperate to prepare the EIS in compliance with all applicable statutes, regulations, and policies, including NEPA (42 U.S.C. §4331) and the Council on Environmental Quality's implementing regulations; the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101) and the Endangered Species Act (ESA) (16 U.S.C. § 1531);
- Describes the general roles and responsibilities of each Party, as Lead or Cooperating Agency; and
- Provides a framework for cooperation and coordination between the Parties to successfully complete the NEPA process with the time and page limits set forth in Secretarial Order 3355 and associated Deputy Secretary Memoranda.

**ARTICLE I—BACKGROUND AND OBJECTIVES**

The Seashore has a long history of beach stabilization efforts utilized to control erosion and stabilize sand dunes. Beach erosion at the Seashore has impacted natural resources, cultural resources, transportation, visitor access, and facilities. Local partners and agencies have requested and are expected to continue seeking permission to mitigate the impacts of erosion at the Seashore through the implementation of beach nourishment projects.

The NPS anticipates developing a parkwide framework for sediment management, including the method, location, and frequency for sediment management actions that may be permitted at the Seashore. This framework would apply Seashore-wide and would serve the Seashore for the next two decades. A sediment management framework is needed for NPS and other agencies that seek to temporarily mitigate shoreline erosion, particularly in regards to access along state highway NC-12 and erosion near villages as well as near public and administrative seashore facilities. The framework is necessary to limit park impacts and provide timely response to those that seek federal permits to nourish beaches in the face of increased storm events and projected sea-level rise. Similarly, sediment management strategies may be used for certain habitat restoration projects.

The NEPA review will address various sediment management activities, including nourishment on both ocean and sound sides of the island, emergency actions, breach repair, and habitat restoration. Because sediment management has the potential to significantly impact the quality of the human environment, the NPS will prepare an EIS.

The EIS will be prepared in accordance with Secretarial Order (SO) 3355, Streamlining NEPA Review and Implementation of Executive Order 13807, which requires that all Department of Interior (DOI) EIS' be completed within one year, 365 days, of issuance of a Notice of Intent (NOI) to prepare and EIS and in 150 pages.

As established in the Council on Environmental Quality (CEQ) regulations (40 C.F.R. Part 1501.6), Executive Order 13352, and Department of the Interior (DOI) regulations (43 C.F.R. §§ 46.225-46.230), DOI bureaus will cooperate to the "fullest extent possible" with other agencies that have jurisdiction by law or special expertise, although "whether to invite, accept or end cooperating agency status" should be determined on a case-by-case basis considering all relevant information and factors." (January 30, 2002, CEQ Memorandum for the Heads of Federal Agencies).

The NPS is responsible for "conserve[ing] the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations." 54 U.S.C. § 100101(a).

The Hyde County is responsible for participating in the planning process.

On January 13, 2020, the NPS hosted an Agency Scoping meeting to discuss sediment management at the Seashore, the planning process, Cooperating Agency status under NEPA, and technical expert coordination efforts. The NPS sent an invitation for Cooperating Agency participation to Hyde County on January 21, 2020 and Hyde County accepted on February 2, 2020.

## **ARTICLE II—LEGISLATIVE AUTHORITY**

A. **National Park Service:** This MOU is entered into pursuant to 54 U.S.C. 100101 *et seq.* (formerly 16 U.S.C. §§ 1-3); NEPA (42 U.S.C. §4321 *et seq.*); Council on Environmental Quality regulations (40 CFR 1501 *et seq.*); and Department of the Interior NEPA-implementing regulations (43 CFR 46 *et seq.*).

B. **Hyde County:** This MOU is entered into pursuant to North Carolina General Statute.

### **ARTICLE III—ROLES AND RESPONSIBILITIES**

The Parties agree to the following regarding their roles and responsibilities:

#### **A. The NPS will:**

1. Serve as Lead Agency under NEPA in developing the EIS, in accordance with 40 CFR § 1501.5.
2. Prepare the internal and public review versions of the draft and final EISs and be responsible for the quality and content of these documents. NPS will, in its sole discretion, identify a preferred alternative in the EIS.
3. Develop a reasonable range of alternatives, including a proposed action; and identify the potential direct, indirect, and cumulative impacts of the proposed action and alternatives and potential mitigation for those impacts.
4. Seek meaningful input from Hyde County at key steps in the NEPA process, including: during scoping, when issues to be addressed in the EIS are refined; during refinement of the range of alternatives that will be analyzed in the EIS; when assessing impacts related to issues for which Hyde County has jurisdiction by law or special expertise; and during review of the internal and publicly available version of the EIS.
5. Consider and use the environmental analyses and proposals (i.e., ideas or alternative concepts) of Hyde County to the maximum extent possible consistent with NPS's responsibility as Lead Agency.
6. Incorporate in the draft and final EISs, to the extent practicable, the comments, recommendations, and data submitted by Hyde County within its area of expertise or jurisdiction. If such input is not incorporated, the NPS will discuss the reasons with Hyde County, respectively.
7. Share all substantive public comments.
8. Select an alternative for implementation, in its sole discretion, in the Record of Decision (ROD).

9. Work with Hyde County to meet its requirements (State Environmental Policy Act, etc.)
10. Keep Hyde County informed about the timeframes for the NEPA process, including public comments and alternatives under consideration, primarily by phone or email.
11. Hold meetings or conference calls with Hyde County as deemed necessary by the NPS.
12. Identify Hyde County as a Cooperating Agency, and acknowledge its roles and responsibilities, in the EIS.
13. Hereby designate the person listed in Article IV (Key Officials) as NPS's Lead Agency Representative for purposes of implementing the terms of this MOU. The Lead Agency Representative shall be responsible for ensuring that the terms of this MOU are followed by the NPS's employees, consultants, and contractors.
14. Provide reasonable notice of meetings dates and review periods, in accordance with schedule set forth under SO 3355, for Cooperating Agencies to effectively participate.

**B. Hyde County will:**

1. Serve as a Cooperating Agency and assist the NPS in developing the EIS, in accordance with 40 CFR § 1501.6.
2. Provide technical assistance in those areas for which Hyde County has special expertise and jurisdiction by law, by evaluating the potential alternatives, impacts, and mitigation effectiveness in the EIS.
3. Assist with evaluating data and technical reports and analyzing impacts related to issues for which Hyde County has jurisdiction by law or special expertise.
4. Cooperate and assist in the scoping process and preparation of the EIS. This will be accomplished primarily through information exchange and participation in teleconference or face-to-face team meetings regarding the NEPA document.
5. Refine issues to be addressed in the EIS; collect necessary resource, environmental, social, economic, and institutional data, if not already addressed by NPS; analyze data, if necessary; provide written reports if requested by the NPS; and assist in refining alternatives.
6. Provide necessary information to be included in the decision file for the preparation of the NEPA document.

7. If appropriate, and within their special expertise and jurisdiction, assist in the refinement of the environmental impact analysis and documentation.
8. Review internal drafts of the EIS and comment on potential impacts that are in the Cooperating Agency's area of expertise. The Cooperating Agencies will provide comments on drafts within the timeframes established by the NPS in order to satisfy requirements under SO 3355.
9. Identify and fully address CAMA law, USACE regulations, and State Environmental Policy Act responsibilities, as applicable.
10. Hereby designate the persons listed in Article IV (Key Officials) as the respective Cooperating Agency's Representative. The Cooperating Agency's Representatives shall be responsible for implementing the terms of this MOU and ensuring their respective agency's employees and consultants follow the terms of this MOU. The Cooperating Agency's Representatives shall attend all meetings and workshops (if any) and serve as the single point of contact for the exchange of materials and documents, including distributing information or documents within his or her agency as needed, and consistent with Article VI (the confidentiality provisions).
11. Maintain the confidentiality of all documents and deliberations, prior to the public release by the NPS of any NEPA document, including drafts, to the extent allowable by law.

**C. The Parties agree:**

1. To participate in the planning process for the EIS in good faith and make every effort to resolve areas of conflict. The parties agree to fully explore issues before coming to conclusions, and to commit to searching for opportunities for resolution in order to contribute to an effective planning process. In the event that conflicts cannot be resolved, the parties agree:
  - a. To work cooperatively to identify and resolve issues at the lowest possible level. Program staff from both parties will work to resolve specific issues in a timely manner; keeping in mind NEPA timelines impacted by the dispute.
  - b. Upon determination that resolution cannot be reached at the lowest possible level, the issue will be elevated to Cape Hatteras National Seashore Superintendent and the Hyde County Manager accordingly.
  - c. The Superintendent and Hyde County Manager shall attempt to resolve the conflict within 5 days, allowing additional time as necessary for continued resolution while keeping in mind the NEPA timelines impacted by the dispute.
  - d. Upon determination by the Superintendent and Hyde County Manager that resolution cannot be reached, the issue will be elevated to the NPS Regional Director and the Hyde County Manager. The NPS Regional Director and the Hyde County Manager, shall come to a decision on how to proceed within 10

- days and, whether in agreement or not, shall provide direction to respective staff.
- e. The NPS Regional Director may refer unresolved issues for consideration by the Director of the NPS
  - f. In the case of any dispute, the agency seeking resolution shall prepare and transmit to all parties a written statement including the following: a brief summary of the dispute, a brief statement of each issue that needs to be resolved or decided, a brief description of any efforts to resolve the issue(s) and the reasons those efforts were unsuccessful, and the perspectives of the other agencies on the dispute, outstanding issues, and previous efforts to reach a resolution. Each agency involved in the dispute will prepare a briefing paper describing the issue, background information, needs and concerns, and options from their perspective. Relevant staff needed to resolve disputes will meet to discuss the issue(s) and seek consensus resolution. The agency that seeks resolution also may schedule a joint briefing of all relevant agencies.
2. Not to utilize any individual or organization for purposes of plan development, environmental analysis, or cooperator representation, including officials, employees, or third-party contractors, having a financial interest in the outcome of the EIS. Questions regarding potential conflicts of interest should be referred to an appropriate ethics counselor for resolution.
  3. That the cooperation of the Parties under this MOU does not transfer any jurisdictional roles or responsibilities.
  4. All Hyde County duties and participation under this MOU are contingent upon availability of funds and staff.

#### **ARTICLE IV - KEY OFFICIALS**

- A. Key officials are essential to ensure maximum coordination and communications between the Parties and the work being performed. They are:
  1. For NPS:  
  
**Signatory/Administrative**  
David Hallac  
Superintendent  
Cape Hatteras National Seashore  
1401 National Park Drive  
Manteo, NC 27954  
Telephone: 252-475-9032

**Lead Agency Representative**

Sabrina Henry

Environmental Protection Specialist- Planning and Compliance Lead

Cape Hatteras National Seashore

1401 National Park Drive

Manteo, NC 27954

Telephone: 252-475-9019

2. For Hyde County:

**Signatory/Administrative**

**Cooperating Agency Representative**

Kris Cahoon Noble

County Manager

County of Hyde, North Carolina

PO Box 188

Swan Quarter, NC 27885

Telephone: 252-926-4400

- B. **Communications:** Hyde County will address any communication with their Agency letterhead regarding this MOU to the Lead Agency Representative with a copy to the Superintendent. All other communications that relate solely to routine matters described in this MOU may be sent only to the Lead Agency Representative. The NPS will address any communication regarding this MOU to the Cooperating Agency Representative(s). Communications that relate solely to routine matters described in this MOU may be sent only to the Cooperating Agency Representative(s).
- C. **Changes in Key Officials:** Notification of changes in key officials and representatives will be provided to the other parties in a reasonably timely manner. Changes to a Cooperating Agency's Representative shall be subject to approval by the NPS.

**ARTICLE V—LIABILITY**

- A. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of the Parties on any matter within their respective jurisdiction. Nothing in this MOU shall require the Parties to respond beyond their respective authority.
- B. This MOU is intended to enhance the working relationship between the Parties by outlining the roles, responsibilities, and objectives of each Party in order to develop the EIS. It is not intended to and does not create any third-party rights or benefits, substantive or procedural, enforceable at law or equity against the United States or the State of North

Carolina, its departments, agencies, instrumentalities or entities, its officers or employees, or any other person.

- C. Each party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

#### **ARTICLE VI—ACCESS TO RECORDS**

- A. The Parties agree to keep and maintain records concerning this MOU, and afford another Party access to such records pursuant to a written request to the extent allowed by applicable law. The Parties recognize the records maintained and exchanged pursuant to this MOU may be disclosed to the public pursuant to the Freedom of Information Act and/or North Carolina public records laws.
- B. The NPS will give Hyde County or any authorized representative the right to examine any records related to this MOU that otherwise would be available to Hyde County under the Freedom of Information Act, 5 U.S.C. §552. The parties acknowledge that Hyde County is subject to North Carolina's Public Records Act (PRA), Chapter 132- North Carolina General Assembly. Under the PRA, Hyde County will be required to produce "public records," as defined by the PRA, should a public records request be received, unless a specific exemption to disclosure created by the PRA or another statute applies.
- C. The Parties will inform each other before disclosing any document whose disclosure may be required by law (including the North Carolina Public Records Act). Hyde County will consult with NPS prior to the release of any documents, including deliberative drafts, required by the Freedom of Information Act or other applicable law.

#### **ARTICLE VII—STANDARD CLAUSES**

- A. **Civil Rights:** During the performance of this MOU, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- B. **Promotions:** Hyde County will not publicize, or otherwise circulate, promotional material (such as advertisements, brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau, or Government employee's endorsement of product, service, or position which the repository represents. No release of information relating to the MOU may state or imply that the Federal Government approves of Hyde

County’s work product or considers Hyde County work product to be superior to other products or services.

- C. **Participation in Similar Activities:** This MOU in no way restricts the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. **Members of U.S. Congress:** Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- E. **Anti-Deficiency Act – 31 U.S.C. § 1341 –** Nothing contained in this MOU shall be construed as binding the NPS or Hyde County to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this MOU for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

**ARTICLE VIII—MODIFICATION AND TERMINATION**

- A. This MOU may be modified only by a written instrument executed by the Parties.
- B. This MOU becomes effective upon signature by the authorized officials of the Parties and shall terminate upon issuance of the ROD by the NPS. Any Party may terminate their participation in this MOU earlier by providing the other Parties with 30 days advance written notice. If one Party provides the other Parties with notice of its intention to terminate, the Parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences. Notwithstanding any other provision of this MOU, if termination occurs prior to the issuance of the ROD, all parties will remain accountable, to the extent allowed by federal and state law, to the confidentiality of all documents.

**ARTICLE IX—SIGNATURES**

NATIONAL PARK SERVICE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Hallac, Superintendent, Cape Hatteras National Seashore

COUNTY OF HYDE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Earl Pugh Jr., Chairman, Hyde County Board of Commissioners

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

**Meeting Date:** August 3, 2020  
**Presenter:** County Manager Kris Noble  
**Attachment:** Yes

**ITEM TITLE:** BUDGET MATTERS

**SUMMARY:** Departmental budget revisions and amendments will be presented by department managers for Board discussion and approval.

**Health Department - Multiple  
Paving Project  
DSS - CPS APS**

**RECOMMEND:** Discussion and approve budget revisions and amendments.

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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

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MOTION MADE BY: \_\_\_ PUGH

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

MOTION SECONDED BY: \_\_\_ PUGH

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

VOTE: \_\_\_ PUGH

HYDE COUNTY BOARD OF COMMISSIONERS 2011/2012 BUDGET REVISIONS

DATE  
7/17/2020

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

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	<u>TO ACCOUNT</u> DEBIT	<u>FROM</u> ACCOUNT CREDIT
	SHERIFF	105100.7427	PAVING IMPROVEMENTS	\$25,000.00	
	JAIL	105200.4600	MEDICAL SUPPLIES		\$5,000.00
	EM	105250.1600	RADIO MAINTENANCE		\$5,000.00
	EM	105250.3100	GAS, OIL, AND TIRES		\$2,000.00
	EM	105250.7400	EQUIPMENT		\$1,500.00
	EM	105250.1500	EQUIPMENT MAINTENANCE		\$1,500.00
	SHERIFF	105100.3100	GAS, OIL, AND TIRES		\$10,000.00

REQUESTED \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED \_\_\_\_\_

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE  
8/3/2020

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

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
1/21	WIC	10-5970.3300	Department Supplies	\$ 1,039.00	
		10-3480.0005	Women, Infants, & Children Revenue		\$ 1,039.00
			<b>TOTAL</b>	<b>\$ 1,039.00</b>	<b>\$ 1,039.00</b>

Additional funds received from NC DHHS for the purpose of purchasing equipment for the WIC Program. Funds will be used to purchase a new surface pro computer in order that computer hardware is kept current. Budget is increased. **No local appropriations needed.**

REQUESTED *Quana Collins* DATE 8/3/2020

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

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE  
8/3/2020

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

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
2/21	Health	10-5900.7425	Capital Outlay	\$ 44,383.00	
		10-3482.0006	Health Revenue		\$ 44,383.00
			<b>TOTAL</b>	<u>\$ 44,383.00</u>	<u>\$ 44,383.00</u>

Carried over grant funds from KBR for capital improvements to facility for hurricane supply storage. This increases the budget, but **no local appropriations are needed.**

REQUESTED Quana Gibson DATE 8-3-2020

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

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE  
8/3/2020

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

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
3/21	Health	10-5900.7425	Capital Outlay	\$ 25,000.00	
		10-2600.0004	Medicaid Escrow (Family Planning)		\$ 25,000.00
			<b>TOTAL</b>	<b>\$ 25,000.00</b>	<b>\$ 25,000.00</b>

Funds needed to install asphalt parking lot at the Health Department, which will include improved handicap access for all clients, including Medicaid patients. Also, many patients are accessed in parking lot related to COVID-19. **Budget increased but no local appropriations needed.**

REQUESTED *Quana Gibbs* DATE *8/3/2020*

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

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE

8/3/2020

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

(FO USE)  
BR # OR  
IDT#

DEPARTMENT

ACCOUNT #

LINE ITEM ACCOUNT NAME /  
EXPLANATION

DEBIT

CREDIT

4/21

Health - Comm Dz

10-5850.3300

Department Supplies

\$ 16,411.00

10-3480.0029

Communicable Disease - Revenue

\$ 16,411.00

**TOTAL**

\$ 16,411.00 \$ 16,411.00

Additional funds received from NC DHHS for the purpose of investigating, testing, contact tracing COVID 19 patients. Budget is increased. No local appropriations needed.

REQUESTED Quanaal Gibms DATE 8/3/2020

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE  
8/3/2020

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

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
5/21	Health - Bioterrorism	10-6200.0200	Salaries	\$ 14,978.69	
		10-6200.0500	FICA	\$ 1,145.87	
		10-6200.0700	Retirement	\$ 1,532.32	
		10-6200.3300	Supplies	\$ 583.12	
		10-6200.7400	Equipment	\$ 5,000.00	
		10-3480.0039	Bioterrorism Response		\$ 23,240.00
			<b>TOTAL</b>	<b>\$ 23,240.00</b>	<b>\$ 23,240.00</b>

Carried over funds for assistance with COVID-19. Funds were appropriated by NC DHHS in FY 2019-20 to be used over 30 month beginning in January 2020. This is the remainder of funds left. **Budget increased but no local appropriations needed.**

REQUESTED *Duanal Gibbs* DATE *8-3-2020*  
~~*7-28-20*~~

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

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE  
8/3/2020

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

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
6/21	Health - Adult Health	10-5890.7400	Equipment	\$ 4,457.49	
		10-3481.0029	Adult Health Revenue		\$ 4,457.49
			<b>TOTAL</b>	<u>\$ 4,457.49</u>	<u>\$ 4,457.49</u>

Carried over funds for assistance with COVID-19. This is the remainder of funds left from the original \$7,765.15. **Budget increased but no local appropriations needed.**

REQUESTED Manal Ghobli DATE 8-3-2020

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

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE  
8/3/2020

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

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
7/21	Health	10-5839.3300	Departmental Supplies	\$ 7,500.00	
		10-3482.0011	Hep Connect Revenue		\$ 7,500.00
			<b>TOTAL</b>	<b>\$ 7,500.00</b>	<b>\$ 7,500.00</b>

Extra grant funding received in FT 2019-20 for assistance with COVID-19. Used in Departmental supplies. Budget increased buy **no local appropriations needed.**

REQUESTED *Manuel Gibbs* DATE 8-3-2020

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

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE  
8/3/2020

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

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
8/21	WIC	10-5970.0200	Salaries	\$ 858.00	
		10-3480.0005	Women, Infants, & Children Revenue		\$ 858.00
			<b>TOTAL</b>	<u>\$ 858.00</u>	<u>\$ 858.00</u>

Additional funds received from NC DHHS for the WIC Program caseload months August and September. Budget is increased. **No local appropriations needed.**

REQUESTED Quanaal Gibbs DATE 8/3/2020

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





NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations for  
Human Services

July 14, 2020

**DEAR COUNTY DIRECTORS OF SOCIAL SERVICES**

**ATTENTION: DIRECTORS, FISCAL OFFICERS**

**SUBJECT: FEDERAL CARES ACT FUNDING – APS/CPS Essential Worker Additional  
Costs – Guidance and Clarification**

**REQUIRED ACTION:** \_\_\_ Information Only \_\_\_ Time Sensitive  **Immediate**

**PURPOSE**

The General Assembly passed Session Law 2020-4, the 2020 COVID-19 Recovery Act, which appropriated federal CARES Act funding to include \$8.3 million allocated to county DSS agencies to support additional Adult Protective Services/Child Protective Services costs. These funds are made available effective March 1, 2020 and must be expensed by 12/30/2020.

**Use of Funds**

- Can only be used to pay additional, previously unbudgeted costs associated with pandemic-driven workforce shortfalls.
- Cannot be used to supplant current funding streams.
- Can be used to pay overtime, paid comp time, temporary/time-limited worker costs. We are in discussions with NCPRO as to allowability of hazard pay. We will update as that information becomes available.
- Used for:
  - APS Evaluations, Planning, Mobilizing services.
  - CPS Investigations, Assessment, In-Home services.
- Overtime/Compensatory time expenditures paid due to staff shortages caused by COVID-19 illness, quarantine, care for COVID positive family members, closed child-care, closed schools during the eligibility period.
- Cost of additional temporary workers hired due to staff shortages, increase in referrals related to schools and senior facilities reopening.
- Cost of hired contract staff needed due to staffing shortages, increase in referrals related to schools and senior facilities reopening.
- Current guidance directs that funds must be expensed by the Department by December 30, 2020. In order to meet that timeline, counties will need to submit final costs on the December 15<sup>th</sup>, 1571 submission. Discussions continue with NCPRO concerning potential for December costs submission. We will update additional information as that becomes available.

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES**

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603

MAILING ADDRESS: 2409 Mail Service Center, Raleigh, NC 27699-2409

www.ncdhhs.gov • TEL: 919-527-6390 • FAX: 919-733-3052

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

## Accessing Funds / Requesting Reimbursement

Counties will receive a Funding Authorization with per-county allocation proportional to CPS/APS assessments in 2019. Attached is the per-county allocation calculation. These expenses will be claimed for reimbursement through the NC-CoReLS/1571 system, via new APS 203 and CPS 213 Part II service codes, application codes 303 and 309. A revised SIS Manual to include these codes/definitions will be posted shortly. Funds are available retroactive to March 1, 2020 via prior period adjustment. Counties must maintain documentation to support appropriate use and expense.

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If you have questions or need clarification about these funds, please contact your Local Business Liaison.

Sincerely,



Richard Stegenga  
Deputy Director, Business Operations  
Division of Social Services

Cc: Susan G. Osborne, Assistant Secretary for County Operations  
Zachary E. Wortman, Chief Operating Officer, Human Services  
Lisa Tucker Cauley, Deputy Director for Child Welfare Services  
Karey Perez, Adult Services Section Chief  
Hank Bowers, Assistant Director for Aging and Adult Services

Attachment: APS/CPS County Funding Detail

BG-09-2020

**COVID - APS/CPS Essential Worker - Additional Costs Funding**

<b>County</b>	<b># CPS/APS Combined</b>	<b>% of total APS/CPS Assessments (Combined)</b>	<b>Allocation</b>
ALAMANCE	1395	1.6%	\$133,670
ALEXANDER	396	0.5%	\$37,945
ALLEGHANY	109	0.1%	\$10,444
ANSON	211	0.2%	\$20,218
ASHE	319	0.4%	\$30,567
AVERY	99	0.1%	\$9,486
BEAUFORT	622	0.7%	\$59,601
BERTIE	146	0.2%	\$13,990
BLADEN	271	0.3%	\$25,967
BRUNSWICK	988	1.1%	\$94,671
BUNCOMBE	2964	3.4%	\$284,013
BURKE	1121	1.3%	\$107,415
CABARRUS	1452	1.7%	\$139,132
CALDWELL	958	1.1%	\$91,796
CAMDEN	56	0.1%	\$5,366
CARTERET	668	0.8%	\$64,008
CASWELL	211	0.2%	\$20,218
CATAWBA	2067	2.4%	\$198,062
CHATHAM	370	0.4%	\$35,454
CHEROKEE	350	0.4%	\$33,537
CHOWAN	108	0.1%	\$10,349
CLAY	138	0.2%	\$13,223
CLEVELAND	1342	1.5%	\$128,592
COLUMBUS	435	0.5%	\$41,682
CRAVEN	750	0.9%	\$71,866
CUMBERLAND	3821	4.4%	\$366,131
CURRITUCK	250	0.3%	\$23,955
DARE	213	0.2%	\$20,410
DAVIDSON	1653	1.9%	\$158,392
DAVIE	343	0.4%	\$32,867
DUPLIN	591	0.7%	\$56,630
DURHAM	1780	2.1%	\$170,561
EDGECOMBE	523	0.6%	\$50,114
FORSYTH	2554	2.9%	\$244,726
FRANKLIN	148	0.2%	\$14,181
GASTON	3422	4.0%	\$327,899
GATES	51	0.1%	\$4,887
GRAHAM	134	0.2%	\$12,840
GRANVILLE	406	0.5%	\$38,903
GREENE	143	0.2%	\$13,702
GUILFORD	3099	3.6%	\$296,949

County	# CPS/APS Combined	% of total APS/CPS Assessments (Combined)	Allocation
HALIFAX	393	0.5%	\$37,658
HARNETT	927	1.1%	\$88,826
HAYWOOD	691	0.8%	\$66,212
HENDERSON	1216	1.4%	\$116,518
HERTFORD	150	0.2%	\$14,373
HOKE	578	0.7%	\$55,384
HYDE	27	0.0%	\$2,587
IREDELL	1311	1.5%	\$125,621
JACKSON	365	0.4%	\$34,975
JOHNSTON	1244	1.4%	\$119,201
JONES	85	0.1%	\$8,145
LEE	269	0.3%	\$25,776
LENOIR	528	0.6%	\$50,593
LINCOLN	794	0.9%	\$76,082
MACON	190	0.2%	\$18,206
MADISON	165	0.2%	\$15,810
MARTIN	218	0.3%	\$20,889
MCDOWELL	525	0.6%	\$50,306
MECKLENBURG	9134	10.5%	\$875,227
MITCHELL	221	0.3%	\$21,176
MONTGOMERY	261	0.3%	\$25,009
MOORE	838	1.0%	\$80,298
NASH	577	0.7%	\$55,289
NEW HANOVER	3064	3.5%	\$293,595
NORTHAMPTON	111	0.1%	\$10,636
ONSLow	2422	2.8%	\$232,078
ORANGE	697	0.8%	\$66,787
PAMLICO	79	0.1%	\$7,570
PASQUOTANK	280	0.3%	\$26,830
PENDER	590	0.7%	\$56,534
PERQUIMANS	76	0.1%	\$7,282
PERSON	291	0.3%	\$27,884
PITT	1224	1.4%	\$117,285
POLK	225	0.3%	\$21,560
RANDOLPH	1179	1.4%	\$112,973
RICHMOND	730	0.8%	\$69,949
ROBESON	2200	2.5%	\$210,806
ROCKINGHAM	1190	1.4%	\$114,027
ROWAN	1696	2.0%	\$162,512
RUTHERFORD	1081	1.2%	\$103,582
SAMPSON	621	0.7%	\$59,505
SCOTLAND	399	0.5%	\$38,233
STANLY	570	0.7%	\$54,618

County	# CPS/APS Combined	% of total APS/CPS Assessments (Combined)	Allocation
STOKES	354	0.4%	\$33,921
SURRY	415	0.5%	\$39,766
SWAIN	177	0.2%	\$16,960
TRANSYLVANIA	395	0.5%	\$37,849
TYRRELL	41	0.0%	\$3,929
UNION	1234	1.4%	\$118,243
VANCE	402	0.5%	\$38,520
WAKE	4097	4.7%	\$392,578
WARREN	63	0.1%	\$6,037
WASHINGTON	87	0.1%	\$8,336
WATAUGA	136	0.2%	\$13,032
WAYNE	1052	1.2%	\$100,804
WILKES	855	1.0%	\$81,927
WILSON	770	0.9%	\$73,782
YADKIN	271	0.3%	\$25,967
YANCEY	162	0.2%	\$15,523
			\$8,300,000

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

**Meeting Date:** August 3, 2020  
**Presenter:** Chair, Vice-Chair, Commissioners, 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: <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

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MOTION MADE BY: \_\_\_ PUGH

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MOTION SECONDED BY: \_\_\_ PUGH

\_\_\_ SIMMONS

\_\_\_ PAHL

\_\_\_ SWINDELL

\_\_\_ TOPPING

VOTE: \_\_\_ PUGH

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

**Meeting Date:** August 3, 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.

# **Department Reports**



**HYDE COUNTY COOPERATIVE EXTENSION  
COMMISSIONER REPORT  
JULY 2020**

**JULY PROGRAMS**

**County On Me NC:** NC State Extension, with other organizations, created safety training during re-openings in Phase 2. <https://countonmenc.org> \*Hyde County Extension has completed full training

**Mobile Food Pantries:** “Broiled Eggplant Parmesan” recipe cards to mobile pantry sites. Scranton: 85 & Swan Quarter and Engelhard: 100 cards each.

**PICH Produce Prescription Program:** ARHS collab/distribution of vouchers to purchase produce based on nutrition education participation. Four merchants in Hyde are accepting vouchers.

**Med Instead of Meds (MIM) Virtual Class Series:** collab with FCS Agent in Tyrrell/Dare Counties for VIRTUAL MIM 6-week class. Between 3 counties, 18 participants registered (11 reside in Hyde).

**Permanent Food Pantry Box:** working to build a permanent food pantry box for community to donate as needed/able while others can take from, as needed. Local church to help maintain structure and notify if goods are becoming too low.

**Shop Your Pantry Video:** collab with Health Depart for shopping your pantry; groceries on a budget. View video here: <https://youtu.be/tsT7IS4g-mY>

**2020 Blackland Farm Managers Tour Canceled**

Due to COVID19 crowd restrictions, the 2020 Blackland Tour has been canceled. A virtual version of the tour will be released on August 5. We hope to have a few small turn row meetings at the tour site in Pantego over the next month. We look forward to celebrating the 50th Blackland Tour next year!

We have started recording Blackland Tour presentations.

**Problem Calls**

- Dicamba drift on non-tolerant soybeans
- Cotton seedling disease
- Soybean seedling disease
- Gypsum application for salt damaged land
- Weed control
- Insect identification
- Irrigation water quality

## **PPE for Farmers**

Several farmers are having a hard time finding PPE for pesticide application, grain bin clean out, and/or produce harvest and grading. The NC Agromedicine Institute is helping provide PPE to farmers at cost share or free of charge! I also delivered more cloth masks to farmers. (These masks were provided free of charge from FEMA)

**Juvenile Crime Prevention Council (JCPC):** The H.Y.D.E. Kids program have been working hard to keep our youth engaged through virtual learning opportunities through a plethora of online resources. Youth will also be receiving a bulk kit filled with up to 8-12 interactive activities to enhance learning.

**4-H Club Update:** 4-H club activities will be resumed once restrictions are lifted and NC State University deems face-to-face club meetings to be satisfactory. Moving forward our program are looking into creative opportunities to host virtual meetings and online learning. Many of our clubs has or will incorporate an online model that will keep our clubs active. Recruitment for clubs will be very important this year.

**4-H Teen Council:** We are excited to begin our 4-H Teen Council this upcoming Fall Semester when school begins for our youth. We have an awesome online curriculum that we will be offering to our council that will teach self-leadership, character building, stress relief skills, and so much more. We are openly recruiting youth 13-18 years old to join us!

**Other Events:** Hyde County 4-H is finishing up our 8-week summer program! We have offered STEM, Agriculture Exploration, Culinary Arts, and so much more. We will be exploring more programs to offer and support our local schools as they return for the fall semester. We will be offering school enrichment projects that can assist with learning such as butterfly kits, water testing, and other programs per teacher's request. We are committed to support our youth, teachers, and volunteers in any way possible!

## **GRANTS AWARDED – Fiscal Year 2020-2021**

1. **NC Family & Consumer Sciences Innovative Grant: \$5,000 awarded:** *Wild Game Harvest Preservation Class Series*
2. **Vidant Community Benefit Grant: \$3,000 awarded:** *Home Food Preservation Class Series*
3. **NC Community Foundation (Beaufort-Hyde): \$750 awarded:** *Mobile Refrigerated Local Foods Trailer*
4. **Grant Awarded to Ag Agents for Saltwater Intrusion Research**  
The Agriculture Extension Agents in Hyde/Tyrrell, Camden, and Pasquotank Counties were awarded almost \$4,000 in grant funds from the NC Cooperative Extension Service Innovation Grant. The objectives of this project are to evaluate salt excluder soybean varieties, evaluate the effectiveness of salinity mitigation products, and evaluate salt tolerance of vegetable crops.

## **UPCOMING EVENTS**

- **Virtual Blackland's Farm Managers Tour** – Will Release August 5, 2020
- **Wild Game Harvest Preservation Class Series:** will begin classes this fall, intended starting in October
- **Mobile Refrigerated Local Foods Trailer:** trailer has been purchased & waiting on delivery; will begin building later this summer
- **4-H Club Sign-ups** – August 2020

**HYDE COUNTY**

**SOIL & WATER**



**BUSINESS PLAN**

**ACCOMPLISHMENTS**

**FOR**

**FISCAL YEAR 2019/2020**

FISCAL YEAR 2019 BUSINESS PLAN ACCOMPLISHMENTS  
FOR THE  
HYDE SOIL AND WATER CONSERVATION DISTRICT  
AND  
USDA -NATURAL RESOURCES CONSERVATION SERVICE STAFF

## ORGANIZATION

The District is a governmental subdivision of the State, a public body corporate and politic, organized in accordance with the provisions of Chapter 139 of the General Statutes of North Carolina and is subject to the powers and restrictions as set forth in G.S. 139. Under this law, the District has the responsibility of conserving soil, water, and related natural resources within the District boundary. (When districts were first organized in 1937, their main responsibility was the control of soil erosion caused by water and wind.) The District board is made up of five supervisors: three elected (J.W. Spencer, Daren Hubers and Darren Armstrong) and two appointed (Earl O'Neal and Chad Spencer). The Board meets monthly to handle current business and stay up to date on environmental matters.

Annual and long-range programs of conservation and development within the District boundaries are developed and carried out with the assistance of local, state, and federal agencies. The Long-Range Program and Work Plan was updated in 2013. The North Carolina Agriculture Cost Share Program (initiated in 1984 as a pilot program and gradually extended to all counties) has been a great initiative to encourage landowners and landusers to apply best management practices (BMPs). The USDA-Natural Resources Conservation Service, working through a Mutual Agreement, is a major source of assistance. This agreement enables the District to furnish technical service to individuals, groups, and other agencies and units of government.

## DISTRICT SERVICES

The public is encouraged to use the assistance provided on request through the Hyde Soil and Water Conservation District. Assistance is generally provided without charge and without regard to race, color, sex, age, religion or national origin. The Hyde SWCD, with the assistance from USDA-Natural Resources Conservation Service, offers county residents/landowners the following:

1. Consultative Assistance
  2. Technical and Financial Assistance to Land Users
  3. Technical Assistance to Units of Government
  4. Informational and Educational Programs
-

FY 2019 BUSINESS PLAN ACCOMPLISHMENTS  
FOR THE  
HYDE SOIL AND WATER CONSERVATION DISTRICT  
AND  
USDA-NATURAL RESOURCES CONSERVATION SERVICE

GOALS:

1. **HIGH QUALITY, PRODUCTIVE SOILS** – The quality of intensively used soils is maintained or enhanced to enable sustained production of a safe, healthy and abundant food supply.
2. **CLEAN AND ABUNDANT WATER** – The quality of surface water and groundwater is improved and maintained to protect human health, support a healthy environment, and encourage a productive landscape. Additionally, water is conserved and protected to ensure an abundant and reliable supply for Hyde County.
3. **HEALTHY PLANT AND ANIMAL COMMUNITIES** – Grassland, rangeland and forest ecosystems are productive, diverse, and resilient; working lands and waters provide habitat for diverse and healthy wildlife, aquatic species, and plant communities; and, wetlands provide quality habitat for migratory birds and other wildlife, protect water quality, and reduce flood damages.
4. **CLEAN AIR** – Agriculture makes a positive contribution to local air quality and the Nation’s efforts to sequester carbon.
5. **AN ADEQUATE ENERGY SUPPLY** - Agricultural activities conserve energy and agricultural lands are a source of environmentally sustainable biofuels and renewable energy.
6. **WORKING FARMS AND RANCH LANDS** – Connected landscapes sustain a viable agricultural sector and natural resource quality.
7. **ENSURING CIVIL RIGHTS** – Establish an equal opportunity standard for excellence through a highly skilled workforce that is diverse at all levels and ensures a commitment to equal access to NRCS programs and services.
8. **IMPROVING INTERNAL MANAGEMENT** – Establish internal business processes that enable efficient program operations to provide high quality customer service and make effective use of the public investment.
9. **HUMAN CAPITAL MANAGEMENT** – Manage human capital strategically to ensure the right skills in the right location to deliver high quality products and services.
10. **ELECTRONIC GOVERNMENT** – Make effective use of Internet-based technology to provide customer focused service.
11. **FINANCIAL PERFORMANCE** - Improve the quality and timeliness of Federal financial information.
12. **BUDGET AND PERFORMANCE INTEGRATION** - Use performance information to manage activities and programs, justify requests for funds on the basis of the performance expected, and continually improve the efficiency of operations and program.

FY 2019 BUSINESS PLAN ACCOMPLISHMENTS  
FOR THE  
HYDE SOIL AND WATER CONSERVATION DISTRICT  
AND  
USDA-NATURAL RESOURCES CONSERVATION SERVICE

DISTRICT GOALS:

13. WORK WITH OTHER AGENCIES AND GROUPS TO PROMOTE CONSERVATION – Establish good working relationships in order to maximize conservation efforts.
  
  14. CONTINUE AND STRENGTHEN INFORMATION AND EDUCATION PROGRAMS – Public education promotes conservation awareness.
-

GOAL 1. HIGH QUALITY, PRODUCTIVE SOILS – The quality of intensively used soils is maintained or enhanced to enable sustained production of a safe, healthy and abundant food supply.

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Assist customers to apply conservation practices that improve soil quality on 3,000 acres using NCACSP and EQIP.	Staff	July-June	Improved soil quality on acres as of 7/1/20.
2. Develop conservation plans on 2,500 acres.	Staff	July-June	Developed plans on acres as of 7/1/2020.
3. Continue support of Swan Quarter Watershed Project to control salt water intrusion on	Supervisors & Staff	July-June	Annual Inspection on delayed due to wet weather

GOAL 2. CLEAN AND ADUNDANT WATER – The quality of surface and groundwater is improved and maintained to protect human health, support a healthy environment, and encourage a productive landscape. Additionally, water is conserved and protected to ensure an abundant and reliable supply for Hyde County.

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Administer N.C. Agriculture Cost Share Program in Hyde County.	Supervisors & Staff	July-June	\$51,917 in CS/II & AgWrap Funds
2. Conduct five percent spotchecks of BMPs installed through the NCACSP since PY 2009 Conservation Tour.	Supervisors & Staff	January	Spot Check tour held February 26, 2020
3. Promote Precision Ag Practices in EQIP.	Halker	Oct. – Feb.	Accomplished Between Jan .2019 to Feb. 2020
4. Publicize NCACSP allocation for Hyde County.	Halker Cahoon	October	Published in Annual Report & Newspaper on 8/22/2019
5. Review NCACSP applications and address needs as funding permits while addressing priorities as set in Strategy Plan.	Supervisors & Staff	Monthly	At SWCD mtgs on Sept., Dec. & May
6. Formulate plans and send NCACAP forms to Division.	Gibbs	January-April	Completed 5/31/2020
7. Draft NCACSP Strategy Plan for FY 2021.	Supervisors	May	Completed by Gibbs
8. Perform monitoring reports on WRP easements.	Halker	September	Completed by Gibbs & Hester
9. Make wetland determinations/delineations as requested for FSA as required by the Farm Bill.	Halker	July-June	Ongoing
10. Fulfill CREP Agreement with DENR.	Hester Cahoon	July-June	Annually

11. Invoice DSWC semi-annually or quarterly for CREP reimbursement.	Cahoon	December June	Quarterly as needed
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GOAL 3. HEALTHY PLANT AND ANIMAL COMMUNITIES – Grassland, rangeland and forest ecosystems are productive, diverse, and resilient; working lands and waters provide habitat for diverse and healthy wildlife, aquatic species, and plant communities; and, wetlands provide quality habitat for migratory birds and other wildlife, protect water quality, and reduce flood damages.

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Monitor the WRP Program	Halker Gibbs	October	Ongoing
2. Promote CP-33 practice in CRP.	Hester	July-June	Ongoing
3. Keep Tar-Pamlico Local Advisory Committee active and keep County Commissioners informed.	Halker Gibbs	July-June	LAC mtg.held 5/12/2020
4. Assist land users to obtain wildlife planting materials.	Staff	July-June	Ongoing

GOAL 4. CLEAN AIR – Agriculture makes a positive contribution to local air quality and the Nation’s efforts to sequester carbon.

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Continue to promote the use and adoption of long term no-till to reduce greenhouse emissions and increase carbon sequestration.	Halker	Ongoing	Ongoing
2. Continue to promote tree planting practices through CRP on marginal cropland.	Hester	Ongoing	Ongoing

GOAL 5. AN ADEQUATE ENERGY SUPPLY – Agricultural activities conserve energy and agricultural lands are a source of environmentally sustainable biofuels and renewable energy.

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Continue to promote the use and adoption of long term no-till to reduce energy consumption.	Halker	Ongoing	Ongoing

**GOAL 6. WORKING FARMS AND RANCH LANDS – Connected landscapes sustain a viable agricultural sector and natural resource quality.**

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Support efforts to create a Vountary Ag District	Supervisors	July-June	Ongoing
2. Hold easements for customers that want to preserve farms through the N.C. Agricultural Development and Farmland Preservation Trust Fund.	Supervisors	July-June	Ongoing

**GOAL 7. ENSURING CIVIL RIGHTS – Establish an equal opportunity standard for excellence through a highly skilled workforce that is diverse at all levels and ensures a commitment to equal access to NRCS programs and services.**

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Review Mutual, Operational, and Cooperative Working Agreements annually and incorporate discussion of EEO and CR opportunities and the benefits of diversity.	Halker	May	Completed at District mtg. 6/9/2020
2. Maintain Civil Rights Compliance Folder and Outreach Plan.	Halker	July- June	Ongoing
3. Review EEO and CR policy and responsibilities with staff at regular staff meetings.	Halker	July-June	Ongoing
4. Review PRS parity reports monthly and make adjustments in servicing as necessary to maintain parity.	Halker	July-June	Ongoing
5. Contact all minority cooperators and landowners about conservation programs through Outreach activities.	Halker	July	Ongoing
6. Seek updated list of minority landowners from FSA	Halker	July	Ongoing
7. Send letter on available services and programs to minority leaders.	Halker	July	Ongoing

GOAL 8. IMPROVING INTERNAL MANAGEMENT – Establish internal business processes that enable efficient program operations to provide high quality customer service and make effective use of the public investment.

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Report progress in PRS as practices are certified.	Halker Hester	Ongoing	Throughout year
2. Review PRS.	Halker	Monthly	Throughout year
3. Correct PRS errors.	Halker	Monthly	Throughout year
4. Discuss workload and schedules.	Staff	Weekly	Weekly
5. Hold Staff Meetings.	Halker	Monthly	As needed
6. Attend all DC Meetings.	Halker	Quarterly	Ongoing
7. Attend all Department Head Meetings.	Cahoon	Monthly	Once a Month

GOAL 9. HUMAN CAPITAL MANAGEMENT – Manage human capital strategically to ensure the right skills in the right location to deliver high quality products and services.

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Use TSPs for nutrient and pest management plan development.	Halker	Ongoing	Continued use of TSPs in Prec Ag Practices
2. Attend all required training.	Staff	Ongoing	As offered
3. Review technical work of each employee during Quality Assurance and Spot Check processes.	Halker	Ongoing	NCACSP Training Accomplished 10/28/2019

GOAL 10. ELECTRONIC GOVERNMENT – Make effective use of Internet-based technology to provide customer-focused service.

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Study new computer forms for NCACSP.	Gibbs	July	Ongoing
2. Website created for District and updated As needed.	Cahoon	July-June	Ongoing

GOAL 11. FINANCIAL PERFORMANCE – Improve the quality and timeliness of Federal financial information.

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Submit Requests for Payment as soon as possible and no later than the same month as received.	Halker Gibbs	July-June	Ongoing

GOAL 12. BUDGET AND PERFORMANCE INTEGRATION – Use performance information to manage activities and Programs, justify requests for funds on the basis of the performance expected, and continually improve the efficiency of operations and program.

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Provide PRS data for SWCD accomplishments to County Manager.	Cahoon	As requested.	4/6/2020

GOAL 13. WORK WITH OTHER AGENCIES AND GROUPS TO PROMOTE CONSERVATION – Establish good working relationships in order to maximize conservation efforts.

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Work with FSA and CE to get important information in their newsletters.	Halker Cahoon	June-July	Ongoing
2. Attend area and state association meetings for soil and water conservation districts.	Supervisors	November January February	Ongoing
3. Continue working with Pete Campbell, Mattamuskeet NWR Manager to stabilize NC 94 across Lake Mattamuskeet.	Supervisors	June-July	Ongoing
4. Establish Beaver Control Program for Hyde County.	Supervisors	September-November	Established 2009 2 beaver trapped
5. Attend local work group meetings as needed and review plans for CREP, CRP, EQIP, and CSP.	Supervisors	Monthly	LWG Team meeting
6. Receive updates on the RC&D Program and work to make the following measures realities.	Allie Mulligan Debbie Cahoon	Quarterly	Ongoing

- Matchapungo Park (Mattamuskeet Foundation)
- Countywide Drainage Study
- Alligator Weed & Phragmites Spraying
- Longterm Maintenance of West and Quarter Canals

- CWMTF Project for Fairfield Drainage District

GOAL 14 CONTINUE AND STRENGTHEN INFORMATION AND EDUCATION PROGRAMS – Public education promotes conservation awareness.

<u>Action</u>	<u>Who</u>	<u>When</u>	<u>Accomplished</u>
1. Sponsor Annual Environmental Field Days for all fourth graders in the County.	Staff	November	October 24, 2019
2. Conduct poster contest among third through sixth graders in the County & Ocracoke Island	Cahoon	March-April	Feb-March 2020 1 Area 5 Winner
3. Install repaired sign on NC 94 near Fairfield Bridge	Staff	October- December	Ongoing
4. Encourage Envirothon participation.	Staff	August	January 2020/ 2 MS 1 HS Teams
5. Sponsor student attendance to Resource Conservation Workshop.	Supervisors	June	Cancelled/Covid-19
6. Publish quarterly newsletters and annual report.	Cahoon	July-June	Posted on Website & mailed to Cooperators
7. Recognize Soil Stewardship Week.	Cahoon	April	Covid-19/
8. Co-sponsor HYDE Seek & Discover Day Camp with Hyde County 4-H , Hyde Co. Health Dept.& Mattamuskeet National Refuge	Staff	June	Covid-19

Adopted this 9th, day of June, 2020 the Hyde Soil and Water Conservation District's Business Plan for Fiscal Year 2019/2020.

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J.W. Spencer, Chairman

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Earl O'Neal, Secretary-Treasurer

# **Supplemental Information**

# FINAL PUBLIC NOTICE

Hyde County has applied for Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program funding through North Carolina Emergency Management (NCEM) as a sub-recipient.

Under the National Environmental Policy Act (NEPA), federal actions must be reviewed and evaluated for feasible alternatives and for social, economic, historic, environmental, legal, and safety considerations. Under Executive Order (EO) 11988 and EO 11990, FEMA is required to consider alternatives, and to provide a public notice of any proposed actions in or affecting floodplains or wetlands. EO 12898 also requires FEMA to provide the opportunity for public participation in the planning process and to consider potential impacts to minority and low-income populations. This notice may also fulfill requirements under Section 106 of the National Historic Preservation Act (NHPA).

Funding for the proposed project will be conditional upon compliance with all applicable federal, tribal, state, and local laws, regulations, floodplain standards, permit requirements and conditions.

**Sub-Applicant:** Hyde County

**Project Title:** 122940-Davis Center & EMS Station; PA-04-NC-4465-PW-00428

**Location of Proposed Work:**

Facility	Address	Latitude	Longitude	Date of Construction
Davis Youth Center	33480 US-264 Hwy, Engelhard, NC 27824	35.51078	-76.02247	Approximately 1954
EMS Station	270 Back Road, Ocracoke, NC 27960	35.11273	-75.97782	Approximately 1970
(New Location) EMS Station	935 Irvin Garrish Hwy, Ocracoke, NC 27960	35.10812	-75.97518	Approximately 2005

**Special Flood Hazard Area Zone:**

This project is for the replacement and repair of ceiling tiles, roofing, and flooring within Davis Youth Center and Hyde County EMS Station. All work is located in a shaded X zone (0.2% Annual Chance Flood Hazard) and AE zone (1% Annual Chance Flood Hazard). Confirmation of location in a Special Flood Hazard Area (SFHA) was determined by the Hyde County Flood Insurance Rate Map, Panel Number: 3720868400K and 3720950000K, dated 06/19/2020. The proposed work conforms to all applicable State of North Carolina and local floodplain regulations. There is a potential for the facility to be impacted by future flooding events due to its location within the shaded X and AE zone. The proposed work will not take place in wetlands per the United States Fish and Wildlife Service National Wetlands Inventory and will have little potential to impact or affect wetland values.

**Proposed Work and Purpose:**

Hyde County will repair and replace damaged roofing and ceiling tiles as well as replace flooring in the gym locker room, and equipment rooms in the Davis Youth Center. Minimization measures will be implemented to Davis Youth Center by installing elastomeric sheet water proofing to the membrane of the roof and ceiling, as well as replacing the gym and locker room vents with water-resistant vents. The purpose of the work is to restore and preserve the use of the Davis Youth Center for community programs and provide opportunities for youth enrichment and mentoring.

Hyde County will also repair and replace leased building components such as outlets, light fixtures, drywall, doors, carpeting, and ceiling tiles within multiple rooms in the old Hyde County EMS Station. Once the facility is repaired, it will be returned to the private owner. The EMS services have relocated to a facility where expected flood risk is lower but is still centrally located to serve the island community. EMS provides essential services for medical and emergency response throughout the community.

### **Project Alternatives:**

**Alternative #1** (No action): These facilities serves as an enrichment center for youth and provide emergency response for the community. Without repairs, these services will be impacted and could result in a reduction of social services and medical emergency response.

**Alternative #2** (Davis Youth Center - Repair in-kind): Repairing the roof and roofing components without minimization measures may result in similar damages from future events at the Davis Youth Center. If similar damages were to occur, youth services could be interrupted.

**Alternative #3** (EMS Station - No relocation): Not relocating the EMS services to a building of lower flood risk may result in similar damages in future storm events causing interruption of essential emergency response.

### **Comment Period:**

Comments are solicited from the public; local, state or federal agencies, and other interested parties in order to consider and evaluate the impacts of the proposed project. The comments should be made in writing and addressed to:

FEMA Internal 11988 Reviewer  
FEMA Region 4  
3003 Chamblee-Tucker Road  
Atlanta, Georgia, 30341

Alternatively, comments may be emailed to: [FEMA-R4EHP@fema.dhs.gov](mailto:FEMA-R4EHP@fema.dhs.gov). Please send comments with the subject line [DR-4465-NC-00428 11988 COMMENT].

All comments are due by no later than 30 days of the posted date of this notice.

**POSTED ON:** (7/27/2020)

**End of Notice**

# COUNTY OF HYDE

## Board of Commissioners

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

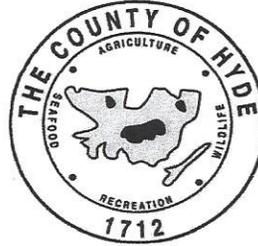
30 Oyster Creek Road  
PO Box 188

SWAN QUARTER, NORTH CAROLINA 27885  
252-926-4400  
252-926-3701 Fax

Kris Cahoon Noble  
County Manager

Franz Holscher  
County Attorney

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board



July 29th, 2020

With Regards to the Pocosin Lakes Refuge Draft Water Management Plan

Public Comment:

Water Management within the Pocosin Lakes National Wildlife Refuge has a great impact on Landowners and Agricultural Producers within the Northwest of Hyde County.

The Relationship between these private landowners/tenants and the Refuge itself has often been contentious at best.

The recent efforts to better communicate with local stakeholders are appreciated.

However there are a few elements that should be added or prioritized within the plan:

Any current or future restoration activities should be implemented with coordination and cooperation of downstream landowners. This has been a point of contention in the past as Refuge activities have resulted in increased peak flows directly after rainfall events, causing flooding of private property downstream.

Measures should be taken to decrease peak flow associated with storm events throughout the refuge management areas on all current and future restoration sites.

Much of the crop/property damage adjacent to the Refuge is the result of seepage of impounded water through dikes or road beds. There was an admission of this fact when the Refuge constructed the Clayton Block restoration area and elected to use "Cored Dikes" to prevent the lateral movement of groundwater into adjacent canals. The stated goal of the Refuge's restoration efforts is to rehydrate pocosin soils, so seepage/loss of this water is not only a detriment to neighboring landowners but a detriment to the Refuge's primary restoration effort itself. Therefore the improvement, elevation, and coring of all dikes adjacent to private property must be a priority if the Refuge is serious about their water management efforts.

Respectfully

Earl Pugh Jr.

Hyde County Board of Commissioners Chairman



THE SECRETARY OF THE INTERIOR  
WASHINGTON

JUL 23 2020

Board of Commissioners  
Hyde County  
P.O. Box 188  
Swanquarter, North Carolina 27885

Dear County Commissioners:

On July 3, 2020, President Donald J. Trump signed an Executive Order (EO) on Building and Rebuilding Monuments to American Heroes. Recently, many statues and monuments that preserve the memory of our collective American story have been vandalized, destroyed, or removed. President Trump has made clear that this Administration will not stand for anarchy and allow our Nation's history to be erased. We must preserve the story of America's heroes.

The President has directed me to lead a Task Force that will propose options for the creation of a National Garden of American Heroes, including potential locations for the site. The National Garden will feature the statues of the greatest Americans to ever live and express our noblest ideals: respect for our ancestors, love of freedom, and striving for a more perfect Union. These works of beauty, created as enduring tributes, will show reverence for our past, dignify our present, and inspire those who come to visit this majestic place in the future.

As outlined in the enclosed EO, the "National Garden should be located on a site of natural beauty that enables visitors to enjoy nature, walk among the statues, and be inspired to learn about great figures of America's history." The site should be proximate to at least one major population center and not cause significant disruption to the local community. My preference is that the site be on lands already in Federal ownership.

The Task Force will also develop a process for accepting donations or loans of statues and monuments by States, localities, civic organizations, businesses, religious organizations, and individuals for display at the National Garden of American Heroes. Statues and monuments will include the Founding Fathers, former Presidents of the United States, those who fought for the abolition of slavery, and other great Americans.

I ask that you respond to this letter in your capacity as county officials, and provide any recommendations that answer the following questions:

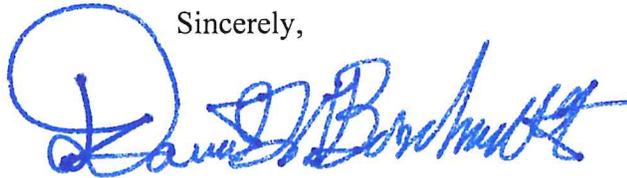
1. Are there locations of natural beauty within your unit of local government that would serve as a reputable location for these monuments, statues, and the National Garden of American Heroes? Please list and describe any such locations consistent with the EO.

2. Are there any statues or monuments your locality can donate or loan to this effort that will honor our nation's heroes? Please list and describe any such statues or monuments consistent with the EO.
3. In addition to the 31 individuals listed in the EO, are there any other American heroes who should be recognized in the National Garden of American Heroes? Please list and describe any such individuals consistent with the EO.

The Task Force intends to provide recommendations to the President expeditiously and would ask that you provide your response by July 31, 2020. Please send an electronic copy of your response to Mr. Jeffrey Small at [jeffrey\\_small@ios.doi.gov](mailto:jeffrey_small@ios.doi.gov).

America's heroes are embedded in our hearts and as a result of the President's leadership will forever be embedded in American history. This worthy and appropriate tribute to the legendary figures of the United States of America will transmit our national story to future generations.

Sincerely,

A handwritten signature in blue ink, appearing to read "David D. Bonchuck". The signature is stylized with a large, circular initial "D" and a long, sweeping horizontal stroke at the end.

Secretary of the Interior

Enclosure

## EXECUTIVE ORDERS

# Executive Order on Building and Rebuilding Monuments to American Heroes

Issued on: July 3, 2020

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By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:

Section 1. Purpose. America owes its present greatness to its past sacrifices. Because the past is always at risk of being forgotten, monuments will always be needed to honor those who came before. Since the time of our founding, Americans have raised monuments to our greatest citizens. In 1784, the legislature of Virginia commissioned the earliest statue of George Washington, a “monument of affection and gratitude” to a man who “unit[ed] to the endowment[s] of the Hero the virtues of the Patriot” and gave to the world “an Immortal Example of true Glory.” 1 Res. H. Del. (June 24, 1784). In our public parks and plazas, we have erected statues of great Americans who, through acts of wisdom and daring, built and preserved for us a republic of ordered liberty.

These statues are silent teachers in solid form of stone and metal. They preserve the memory of our American story and stir in us a spirit of responsibility for the chapters yet unwritten. These works of art call forth gratitude for the accomplishments and sacrifices of our exceptional fellow citizens who, despite their flaws, placed their virtues, their talents, and their lives in the service of our Nation. These monuments express our noblest ideals: respect for our ancestors, love of freedom, and striving for a more perfect union. They are works of beauty, created as enduring tributes. In preserving them, we show reverence for our past, we dignify our present, and we inspire those who are to come. To build a monument is to ratify our shared national project.

To destroy a monument is to desecrate our common inheritance. In recent weeks, in the midst of protests across America, many monuments have been vandalized or destroyed. Some local governments have responded by taking their monuments down. Among others, monuments to Christopher Columbus, George Washington, Thomas Jefferson, Benjamin Franklin, Francis Scott Key, Ulysses S. Grant, leaders of the abolitionist movement, the first all-volunteer African-American regiment of the Union Army in the Civil

War, and American soldiers killed in the First and Second World Wars have been vandalized, destroyed, or removed.

These statues are not ours alone, to be discarded at the whim of those inflamed by fashionable political passions; they belong to generations that have come before us and to generations yet unborn. My Administration will not abide an assault on our collective national memory. In the face of such acts of destruction, it is our responsibility as Americans to stand strong against this violence, and to peacefully transmit our great national story to future generations through newly commissioned monuments to American heroes.

Sec. 2. Task Force for Building and Rebuilding Monuments to American Heroes. (a) There is hereby established the Interagency Task Force for Building and Rebuilding Monuments to American Heroes (Task Force). The Task Force shall be chaired by the Secretary of the Interior (Secretary), and shall include the following additional members:

- (i) the Administrator of General Services (Administrator);
- (ii) the Chairperson of the National Endowment for the Arts (NEA);
- (iii) the Chairperson of the National Endowment for the Humanities (NEH);
- (iv) the Chairman of the Advisory Council on Historic Preservation (ACHP); and
- (v) any officers or employees of any executive department or agency (agency) designated by the President or the Secretary.

(b) The Department of the Interior shall provide funding and administrative support as may be necessary for the performance and functions of the Task Force. The Secretary shall designate an official of the Department of the Interior to serve as the Executive Director of the Task Force, responsible for coordinating its day-to-day activities.

(c) The Chairpersons of the NEA and NEH and the Chairman of the ACHP shall establish cross-department initiatives within the NEA, NEH, and ACHP, respectively, to advance the purposes of the Task Force and this order and to coordinate relevant agency operations with the Task Force.

Sec. 3. National Garden of American Heroes. (a) It shall be the policy of the United States to establish a statuary park named the National Garden of American Heroes (National Garden).

(b) Within 60 days of the date of this order, the Task Force shall submit a report to the President through the Assistant to the President for Domestic Policy that proposes options for the creation of the National Garden, including potential locations for the site. In identifying options, the Task Force shall:

(i) strive to open the National Garden expeditiously;

(ii) evaluate the feasibility of creating the National Garden through a variety of potential avenues, including existing agency authorities and appropriations; and

(iii) consider the availability of authority to encourage and accept the donation or loan of statues by States, localities, civic organizations, businesses, religious organizations, and individuals, for display at the National Garden.

(c) In addition to the requirements of subsection 3(b) of this order, the proposed options for the National Garden should adhere to the criteria described in subsections (c)(i) through (c)(vi) of this section.

(i) The National Garden should be composed of statues, including statues of John Adams, Susan B. Anthony, Clara Barton, Daniel Boone, Joshua Lawrence Chamberlain, Henry Clay, Davy Crockett, Frederick Douglass, Amelia Earhart, Benjamin Franklin, Billy Graham, Alexander Hamilton, Thomas Jefferson, Martin Luther King, Jr., Abraham Lincoln, Douglas MacArthur, Dolley Madison, James Madison, Christa McAuliffe, Audie Murphy, George S. Patton, Jr., Ronald Reagan, Jackie Robinson, Betsy Ross, Antonin Scalia, Harriet Beecher Stowe, Harriet Tubman, Booker T. Washington, George Washington, and Orville and Wilbur Wright.

(ii) The National Garden should be opened for public access prior to the 250th anniversary of the proclamation of the Declaration of Independence on July 4, 2026.

(iii) Statues should depict historically significant Americans, as that term is defined in section 7 of this order, who have contributed positively to America throughout our history. Examples include: the Founding Fathers, those who fought for the abolition of slavery or participated in the underground railroad, heroes of the United States Armed Forces, recipients of the Congressional Medal of Honor or Presidential Medal of Freedom, scientists and inventors, entrepreneurs, civil rights leaders, missionaries and religious leaders, pioneers and explorers, police officers and firefighters killed or injured in the line of duty, labor leaders, advocates for the poor and disadvantaged, opponents of national socialism or international socialism, former Presidents of the United States and other elected officials, judges and justices,

astronauts, authors, intellectuals, artists, and teachers. None will have lived perfect lives, but all will be worth honoring, remembering, and studying.

(iv) All statues in the National Garden should be lifelike or realistic representations of the persons they depict, not abstract or modernist representations.

(v) The National Garden should be located on a site of natural beauty that enables visitors to enjoy nature, walk among the statues, and be inspired to learn about great figures of America's history. The site should be proximate to at least one major population center, and the site should not cause significant disruption to the local community.

(vi) As part of its civic education mission, the National Garden should also separately maintain a collection of statues for temporary display at appropriate sites around the United States that are accessible to the general public.

Sec. 4. Commissioning of New Statues and Works of Art. (a) The Task Force shall examine the appropriations authority of the agencies represented on it in light of the purpose and policy of this order. Based on its examination of relevant authorities, the Task Force shall make recommendations for the use of these agencies' appropriations.

(b) To the extent appropriate and consistent with applicable law and the other provisions of this order, Task Force agencies that are authorized to provide for the commissioning of statues or monuments shall, in expending funds, give priority to projects involving the commissioning of publicly accessible statues of persons meeting the criteria described in section 3(b)(iii) of this order, with particular preference for statues of the Founding Fathers, former Presidents of the United States, leading abolitionists, and individuals involved in the discovery of America.

(c) To the extent appropriate and consistent with applicable law, these agencies shall prioritize projects that will result in the installation of a statue as described in subsection (b) of this section in a community where a statue depicting a historically significant American was removed or destroyed in conjunction with the events described in section 1 of this order.

(d) After consulting with the Task Force, the Administrator of General Services shall promptly revise and thereafter operate the General Service Administration's (GSA's) Art in Architecture (AIA) Policies and Procedures, GSA Acquisition Letter V-10-01, and Part 102-77 of title 41, Code of Federal Regulations, to prioritize the commission of works of art that portray historically significant Americans or events of American historical significance or illustrate the ideals upon which our Nation was founded. Priority should be given to public-facing monuments to former Presidents of the United States and to individuals and events relating to the discovery

of America, the founding of the United States, and the abolition of slavery. Such works of art should be designed to be appreciated by the general public and by those who use and interact with Federal buildings. Priority should be given to this policy above other policies contained in part 102-77 of title 41, Code of Federal Regulations, and revisions made pursuant to this subsection shall be made to supersede any regulatory provisions of AIA that may conflict with or otherwise impede advancing the purposes of this subsection.

(e) When a statue or work of art commissioned pursuant to this section is meant to depict a historically significant American, the statue or work of art shall be a lifelike or realistic representation of that person, not an abstract or modernist representation.

Sec. 5. Educational Programming. The Chairperson of the NEH shall prioritize the allocation of funding to programs and projects that educate Americans about the founding documents and founding ideals of the United States, as appropriate and to the extent consistent with applicable law, including section 956 of title 20, United States Code. The founding documents include the Declaration of Independence, the Constitution, and the Federalist Papers. The founding ideals include equality under the law, respect for inalienable individual rights, and representative self-government. Within 90 days of the conclusion of each Fiscal Year from 2021 through 2026, the Chairperson shall submit a report to the President through the Assistant to the President for Domestic Policy that identifies funding allocated to programs and projects pursuant to this section.

Sec. 6. Protection of National Garden and Statues Commissioned Pursuant to this Order. The Attorney General shall apply section 3 of Executive Order 13933 of June 26, 2020 (Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence), with respect to violations of Federal law regarding the National Garden and all statues commissioned pursuant to this order.

Sec. 7. Definition. The term “historically significant American” means an individual who was, or became, an American citizen and was a public figure who made substantive contributions to America’s public life or otherwise had a substantive effect on America’s history. The phrase also includes public figures such as Christopher Columbus, Junipero Serra, and the Marquis de La Fayette, who lived prior to or during the American Revolution and were not American citizens, but who made substantive historical contributions to the discovery, development, or independence of the future United States.

Sec. 8. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof;  
or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

DONALD J. TRUMP

THE WHITE HOUSE,  
July 3, 2020.

# GRAIN MARKETING WEBINAR



CAMDEN • CURRITUCK • CHOWAN • GATES  
PASQUOTANK • PERQUIMANS

## EVENT INFORMATION

Grain market outlook and  
effect on local markets

### SPEAKER

**Dr. Nick Piggott** - NCSU ARE

### Q&A PANEL

**Dr. Rod Rejesus** - NCSU ARE

**Owen Wagner** - NC Soybean  
Producers

**Jay Sullivan** - NC Corn Growers

**Claire Hutchins** - U.S. Wheat  
Associates

**Peter Thorton** - NCDA  
International Marketing

### WEBINAR DETAILS

This event will take place  
online. *To sign up, register for a  
ticket here.* After registration,  
you'll receive an email with  
event access instructions.



AUGUST 6TH, 2020

8 AM - 9 AM

QUESTIONS:

Dylan Lilley

NC Cooperative Extension,  
Perquimans County

(252) 426-5428

dylan\_lilley@ncsu.edu

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EXTENSION



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CALL 252-926-4382 OR 252-926-4397  
TO SCHEDULE YOUR APPOINTMENT!**



# **OCRACOKE DRIVE THROUGH COVID-19 TESTING**

*Residents of Hyde, Beaufort,  
Dare, Martin, Tyrell, and  
Washington Counties age 10  
years and older are eligible*

**Wednesday, August  
12, 2020  
10 AM - until  
National Park Service  
Ocracoke Boat Ramp  
Parking Lot**

Individuals tested will not incur any  
out of pocket cost.  
Bring ID and Insurance Card.



# Great American Outdoors Act Becomes Law

[coastalreview.org/2020/08/great-american-outdoors-act-becomes-law/](https://coastalreview.org/2020/08/great-american-outdoors-act-becomes-law/)

By Staff Report

August 4, 2020



Cape Hatteras National Seashore, shown here, will receive \$49,834,106, and Cape Lookout National Seashore will receive \$27,718,515 as a result of the legislation, according to Rep. Greg Murphy's office.

File photo

President Trump on Tuesday signed into law a bipartisan bill that will tap energy revenues to address a \$12 billion backlog of maintenance projects on federal lands, including more than \$459 million in national parks in North Carolina.

Introduced in 2019 by the late Rep. John Lewis, D-Ga., the Great American Outdoors Act also makes funding for the Land and Water Conservation Fund permanent. Earlier this year, the Trump administration had proposed significant cuts to the fund.

Republican 3<sup>rd</sup> District Congressman Greg Murphy voted for the bill, which the House passed July 22.

Murphy's office noted in a press release in July that Cape Hatteras National Seashore will receive \$49,834,106, and Cape Lookout National Seashore will receive \$27,718,515 as a result of the legislation.

The Land and Water Conservation Fund supports national forests, refuges and parks, including the Croatan National Forest, Alligator River National Wildlife Refuge, Cedar Island National Wildlife Refuge, Currituck National Wildlife Refuge Great Dismal Swamp National Wildlife Refuge, Mackay Island National Wildlife Refuge, Mattamuskeet National Wildlife Refuge, Pea Island National Wildlife Refuge, Pocosin Lakes National Wildlife Refuge, Swan Quarter National Wildlife Refuge, Cape Hatteras National Seashore, Cape Lookout National Seashore, the Fort Raleigh National Historic Site and the Wright Brothers National Memorial.

The bill establishes the National Parks and Public Land Legacy Restoration Fund to support deferred maintenance projects on federal lands. For the next five years, an amount equal to half of energy development revenues from oil, gas, coal and alternative or renewable energy development on federal lands and waters is to be deposited into the fund, up to \$1.9 billion for any year.

The fund must be used for priority deferred maintenance projects in specified systems that are administered by the National Park Service, the Forest Service, the Fish and Wildlife Service, the Bureau of Land Management and the Bureau of Indian Education.

Interior Secretary David L. Bernhardt announced Tuesday that entrance fees paid by those visiting lands managed by the department would be waived Wednesday. Bernhardt also announced that Aug. 4 will be designated “Great American Outdoors Day,” a fee-free day each year to commemorate the signing of the act. Fees such as camping and cabin rentals and others will remain in effect.



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