

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

Meeting Date: August 4, 2014
Presenter: Manager Rich
Attachment: Yes

ITEM TITLE: NORTHEAST WORKFORCE DEVELOPMENT BOARD

SUMMARY: Manager Rich reported that at its regularly scheduled meeting on June 2, 2014 and July 7, 2014, no nominations to serve on the Northeast Workforce Development Board were made.

Mr. Rich reached out to Ocracoke citizens for a volunteer to serve on the Northeast Workforce Development Board.

RECOMMEND: Appoint.

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

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

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

Commissioner Pugh moved to approve the twelve (12) budget transfers as presented. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

Management Reports:

Chairman Swindell – reminded citizens to vote on May 6.

Commissioner Pugh – attended the Albemarle Commission meeting in Columbia, the Workforce Development Board meeting where it was announced that a member is needed from the business community, The Hyde County Children’s Health Fair where he was guest speaker; met the new ferry director Mr. Ed Goodwin; participated in a conference call with NPS Superintendent Mr. Barclay Trimble; scheduled the commissioners to tour the Public Safety Center on May 19 at 5:00pm; and, thanked department heads for their monthly reports.

Commissioner Fletcher – no report.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 4, 2014
Presenter: Manager Rich
Attachment: Yes

ITEM TITLE: SOUTHERN ALBEMARLE ASSOCIATION APPOINTMENTS

SUMMARY: Ms. Rita Franklin, Hyde County VP, Southern Albemarle Association, requests the attached list of nominees be approved by the commissioner's at this August meeting so it can be submitted to the Southern Albemarle Association and invitations can be sent for the October Annual Meeting. The listing is for delegates to be invited to the annual meeting which will be held at the Vernon James Center on October 16th.

RECOMMEND: Approve.

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

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

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

| | | | |
|-----------|---------------|----------------------------|------------------------|
| Adams | Michael | PO Box 7 | Engelhard, NC 27824 |
| Armstrong | Mary | 22 Canal St | Fairfield, NC 27826 |
| Baynor | Thomasina | 28 Riverside Campground Rd | Belhaven, NC 27824 |
| Burrus | Deborah | PO Box 127 | Ocracoke, NC 27960 |
| Byrd | Lora | 218 N Lake Rd | Fairfield, NC 27826 |
| Cahoon | Guire | Main St | Swan Quarter, NC 27885 |
| Carawan | Sherrie | 24810 Hwy 264 | Swan Quarter, NC 27885 |
| Clarke | Royden | 29954 US 264 | Engelhard, NC 27824 |
| Fletcher | David | 30252 Hwy 264 | Engelhard, NC 27824 |
| Fletcher | Anita | 30252 Hwy 264 | Engelhard, NC 27824 |
| Fletcher | John | PO Box 1479 | Ocracoke, NC 27960 |
| Franklin | Rita | 1695 N Lake Rd | Fairfield, NC 27826 |
| Gibbs | Mac | 915 White Plains Rd | Engelhard, NC 27824 |
| Gibbs | Sharon | 915 White Plains Rd | Engelhard, NC 27824 |
| Griffin | Jane | PO Box 613 | Ocracoke, NC 27960 |
| Griffin | Guest of Jane | PO Box 613 | Ocracoke, NC 27960 |
| Griffin | Guest of Jane | PO Box 613 | Ocracoke, NC 27960 |
| Homes | Isabelle | 279 White Plains Rd | Engelhard, NC 27824 |
| Hubers | Wade | 984 Hyde Park Canal | Pantego, NC 27860 |
| Jacoby | Janey | PO Box 572 | Ocracoke, NC 27960 |
| Jones | Joyce | 1695 N Lake Rd | Fairfield, NC 27826 |
| Joyner | Melissa | 20646 US Hwy 264 | Scranton, NC 27875 |
| Keeney | Arthur | 28265 US 264 | Engelhard, NC 27824 |
| Keeney | Alice | 28265 US 264 | Engelhard, NC 27824 |
| Mitchell | Kitty | PO Box 596 | Ocracoke, NC 27960 |
| Mooney | Evelyn | Canal St | Fairfield, NC 27826 |
| Newman | Mitchell | 375 Main St | Swan Quarter, NC 27885 |
| Nicholson | Meredith | 275 N Lake Rd | Fairfield, NC 27826 |
| O'Neal | Vince | PO Box 74 | Ocracoke, NC 27960 |
| Payne | Robin | PO Box 1689 | Ocracoke, NC 27960 |
| Piland | Jim | PO Box 954 | Ocracoke, NC 27960 |
| Piland | Mary Ellen | PO Box 954 | Ocracoke, NC 27960 |
| Pugh | Earl | 32 Nebraska Rd | Engelhard, NC 27824 |
| Pugh | Diane | 32 Nebraska Rd | Engelhard, NC 27824 |
| Rich | Bill | Hyde Co. Court House | Swan Quarter, NC 27885 |
| Russ | Janet | PO Box 154 | Fairfield, NC 27826 |
| Sadler | Sharon | 20375 Hwy 264 | Swan Quarter, NC 27885 |
| Shaffer | John | PO Box 324 | Engelhard, NC 27824 |
| Simmons | Ben | 8630 Piney Woods Rd | Fairfield, NC 27826 |
| Smith | Marlis | 8281 Piney Woods Rd | Fairfield, NC 27826 |
| Spencer | Gloria | PO Box 220 | Swan Quarter, NC 27885 |
| Spencer | Sharon | 9790 N Lake Rd | Fairfield, NC 27826 |
| Spencer | Graham | 9790 N Lake Rd | Fairfield, NC 27826 |
| Styron | Darlene | PO Box 624 | Ocracoke, NC 27960 |
| Sutton | Melinda | PO Box 1025 | Ocracoke, NC 27960 |
| Swindell | Barry | 7199 Sladesville Credle Rd | Scranton, NC 27875 |
| Tunnell | Sandra | 809 Main St | Swan Quarter, NC 27885 |
| Tunnell | Dick | 809 Main St | Swan Quarter, NC 27885 |
| Weston | Doris | PO Box 273 | Engelhard, NC 27824 |
| Williams | Glenda | 4466 Loop Rd | Scranton, NC 27875 |

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 4, 2014
Presenter: Judy McLawhorn
Attachment: No

ITEM TITLE: HISTORIC COURTHOUSE MAINTENANCE PROJECT

SUMMARY: The Friends of Hyde County's Historic Courthouse is requesting permission to do the following work on the old courthouse building:

1. Restoration of the wooden roof cornice (currently parts are missing due to rot) on the northwest corner of the building, that being the outside corner of Main and Oyster Creek Roads;
2. Repair of the inside corner bricked cornice just to the left of the entrance door and directly above the sanitary sewer electric switching panel (parts are missing allowing the interior to be open to the elements and birds);
3. Removal of the two AC window units on the second floor which face Oyster Creek Road sealing the entire false window openings with exterior grade plywood painted to match the building. This will have the effect of restoring the false openings to original 1838 condition in keeping with NC Historic Preservation standards and also provide the Friends with two more locations for the placing of mural art works.

Should either of these AC units still be operational, the Friends would like permission to utilize one of the units at a future date should the need arise (possibly in the new Down Draft Studio which is isolated from the existing HVAC system).

The work would be performed by Curtis Construction upon completion of the repairs underway at the new government center. The Friends will be responsible for all costs for the work (quoted to not exceed \$1,000.00). There will be no cost to the County for this project; however the Friends appreciate any assistance (monetary, direct or otherwise) from the Board of Commissioners.

Mack McLawhorn's nephew, Kenneth Tetterton, owner of Curtis Construction, is prepared to move forward pending Board approval of this project.

RECOMMEND: Approve.

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

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

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

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

Meeting Date: August 4, 2014
Presenter: Meredith Nicholson, Chair, ABC Board
Attachment: Yes

ITEM TITLE: HYDE COUNTY ABC BOARD REPORTS

SUMMARY: ABC Board Chair Meredith Nicholson will present update on the Hyde County ABC Board.

RECOMMEND: Receive report.

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

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

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

8:35 PM

07/20/14

Accrual Basis

Hyde County Board of Alcohol Control Profit & Loss

July 2013 through June 2014

| | Administration | Ocracoke | Swan Quarter | TOTAL |
|--|-------------------|--------------------|-------------------|--------------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 4000 - Sales | | | | |
| 4001 - Liquor Sales - Swan Quarter | 0.00 | 0.00 | 176,119.20 | 176,119.20 |
| 4002 - Liquor Sales - Ocracoke | 0.00 | 308,719.82 | 0.00 | 308,719.82 |
| 4005 - Mixed Beverage - Swan Quarter | 0.00 | 0.00 | 12,031.02 | 12,031.02 |
| 4006 - Mixed Beverage - Ocracoke | 0.00 | 181,689.96 | 0.00 | 181,689.96 |
| Total 4000 - Sales | 0.00 | 490,389.78 | 188,150.22 | 678,539.00 |
| 4020 - Deduct Taxes on Gross Sale | | | | |
| 4021 - State Excise Tax | 0.00 | -117,125.56 | -43,255.44 | -160,381.00 |
| 4022 - Rehabilitation Tax - County | 0.00 | -1,321.12 | -504.81 | -1,825.93 |
| 4024 - Mixed Beverage Tax - NCDHHS | 0.00 | -1,317.13 | -370.50 | -1,687.63 |
| Total 4020 - Deduct Taxes on Gross Sale | 0.00 | -119,763.81 | -44,130.75 | -183,894.56 |
| Total Income | 0.00 | 370,624.97 | 144,019.47 | 514,644.44 |
| Cost of Goods Sold | | | | |
| 5000 - Cost of Goods Sold | | | | |
| 5001 - Cost of Liquor | 940.07 | 242,824.96 | 93,152.56 | 336,917.59 |
| 5002 - Ballment | 12.80 | 3,227.67 | 1,220.98 | 4,461.45 |
| 5003 - Surcharge | 6.40 | 1,615.13 | 816.22 | 2,437.75 |
| Total 5000 - Cost of Goods Sold | 959.27 | 247,667.76 | 95,189.76 | 343,816.79 |
| Total COGS | 959.27 | 247,667.76 | 95,189.76 | 343,816.79 |
| Gross Profit | -959.27 | 122,957.21 | 48,829.71 | 170,827.65 |
| Expense | | | | |
| 6000 - General Expenses | | | | |
| 6001 - Salary Wages | 25,269.29 | 4,002.25 | 7,538.25 | 36,807.79 |
| 6003 - Hourly Wages | 19,231.33 | 28,432.15 | 9,043.19 | 56,706.67 |
| 6005 - Payroll Tax Expenses | | | | |
| 6005-1 - FICA Expense | 5,535.96 | 2,269.30 | 683.53 | 8,485.79 |
| 6005-2 - FUTA Expense | -7.46 | 2.76 | 4.70 | 0.00 |
| 6005-3 - NC Unemployment Tax | 9,004.68 | 262.86 | 94.38 | 9,361.90 |
| 6005-4 - Other Payroll Tax Expenses | 13.05 | 0.00 | 0.00 | 13.05 |
| 6005 - Payroll Tax Expenses - Other | 1,829.45 | 0.00 | 0.00 | 1,829.45 |
| Total 6005 - Payroll Tax Expenses | 16,375.66 | 2,531.92 | 782.61 | 19,690.19 |
| 6006 - ABC Board Compensation | | | | |
| 6006-1 - Board Compensation - Contract | -150.00 | 0.00 | 0.00 | -150.00 |
| 6006 - ABC Board Compensation - Other | 4,950.00 | 0.00 | 0.00 | 4,950.00 |
| Total 6006 - ABC Board Compensation | 4,800.00 | 0.00 | 0.00 | 4,800.00 |
| 6015 - Insurance-General(R&W) | 6,180.57 | 0.00 | 0.00 | 6,180.57 |
| 6020 - Employer Matching Pension | 1,957.91 | 1,782.60 | 183.46 | 3,923.97 |
| 6035 - Continuing Education | 259.06 | 0.00 | 0.00 | 259.06 |
| 6040 - Legal & Accounting Fees | 7,000.00 | 0.00 | 0.00 | 7,000.00 |
| 6050 - Alarm services | 0.00 | 0.00 | 576.48 | 576.48 |
| 6060 - Rent | 0.00 | 6,000.00 | 3,360.00 | 9,360.00 |
| 7090 - Telephone | 0.00 | 1,721.00 | 1,712.29 | 3,433.29 |
| 7095 - Computer and Internet Expenses | 3,645.82 | 302.01 | 765.38 | 4,713.19 |
| 7100 - Payroll Processing Fees | 113.18 | 0.00 | 0.00 | 113.18 |
| 7110 - Equipment Repairs Maintenance | 0.00 | 0.00 | 131.29 | 131.29 |
| 7125 - Supplies | | | | |
| 7130 - Store Supplies | 0.00 | 478.17 | 469.97 | 948.14 |
| 7140 - Office Supplies | 310.61 | 297.96 | 576.30 | 1,184.87 |
| Total 7125 - Supplies | 310.61 | 776.13 | 1,046.27 | 2,133.01 |
| 7150 - Travel | 421.22 | 1,295.01 | 64.75 | 1,780.98 |
| 7155 - Automobile Expense | 178.50 | 29.05 | 53.00 | 260.55 |
| 7160 - Meals and Entertainment | 27.04 | 39.55 | 0.00 | 66.59 |
| 7165 - Delivery | 130.01 | 699.32 | 7.00 | 836.33 |
| 7170 - Pest Control | 0.00 | 0.00 | 102.00 | 102.00 |
| 7180 - Postage | 271.43 | 85.62 | 102.04 | 439.09 |
| 7181 - Contract Labor | 44.00 | 761.50 | 497.50 | 1,303.00 |
| 7190 - Bank Fees | 59.60 | 70.00 | 35.00 | 164.60 |
| 7195 - Merchant Account Fees | 0.00 | 5,527.55 | 2,022.08 | 7,549.63 |
| 7200 - Miscellaneous | 62.40 | 4.80 | 387.44 | 454.64 |
| 7300 - Utilities Services | | | | |
| 7310 - Electric Service | 0.00 | 0.00 | 2,054.89 | 2,054.89 |
| 7300 - Utilities Services - Other | 0.00 | 0.00 | 625.66 | 625.66 |
| Total 7300 - Utilities Services | 0.00 | 0.00 | 2,680.55 | 2,680.55 |
| 7400 - Interest Expense | 909.75 | 46.58 | 53.87 | 1,010.18 |
| Total 6000 - General Expenses | 87,247.38 | 54,087.02 | 31,142.43 | 172,476.83 |
| 66900 - Reconciliation Discrepancies | 0.00 | 0.00 | 0.00 | 0.00 |
| 69800 - Uncategorized Expenses | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Expense | 87,247.38 | 54,087.02 | 31,142.43 | 172,476.83 |
| Net Ordinary Income | -88,206.65 | 68,870.19 | 17,687.28 | -1,649.18 |

8:35 PM

07/20/14

Accrual Basis

Hyde County Board of Alcohol Control
Profit & Loss
July 2013 through June 2014

| | Administration | Ocracoke | Swan Quarter | TOTAL |
|------------------------------------|-------------------|-------------------|-------------------|------------------|
| Other Income/Expense | | | | |
| Other Income | | | | |
| 8000 - Other Income | | | | |
| 8020 - Misc. Income | 0.00 | 200.00 | 200.00 | 400.00 |
| 8090 - Cash Over | 0.00 | 9.05 | 8.91 | 17.96 |
| Total 8000 - Other Income | 0.00 | 209.05 | 208.91 | 417.96 |
| Total Other Income | 0.00 | 209.05 | 208.91 | 417.96 |
| Other Expense | | | | |
| 7000 - Other Expenses | | | | |
| 7001 - Administration Allocated | -90,191.65 | 62,979.17 | 27,212.48 | 0.00 |
| 7010 - Cash Short | 0.00 | 0.00 | 0.01 | 0.01 |
| 9000 - Penalties | 1,985.00 | 0.00 | 0.00 | 1,985.00 |
| Total 7000 - Other Expenses | -88,206.65 | 62,979.17 | 27,212.49 | 1,985.01 |
| Total Other Expense | -88,206.65 | 62,979.17 | 27,212.49 | 1,985.01 |
| Net Other Income | 88,206.65 | -62,770.12 | -27,003.58 | -1,567.05 |
| Net Income | 0.00 | 6,100.07 | -9,316.30 | -3,216.23 |

8:38 PM
 07/20/14
 Accrual Basis

Hyde County Board of Alcohol Control
Balance Sheet
 As of June 30, 2014

| | Jun 30, 14 |
|---|-------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 1 Checking VantageSouth Bank | 51,175.51 |
| 1004 - Petty Cash | 100.00 |
| 1009 - Cash Register Change Drawer | |
| 1009-OC - Change Drawer-OC | 200.00 |
| 1009-SQ - Change Drawer-SQ | 200.00 |
| Total 1009 - Cash Register Change Drawer | 400.00 |
| Total Checking/Savings | 51,675.51 |
| Other Current Assets | |
| 1150 - Accounts Receivable - Employees | 2,723.21 |
| 1200 - Other Current Asset | |
| 1201 - Liquor Inventory-Ocracoke | 24,444.54 |
| 1202 - Liquor Inventory- Swan Quarter | 25,460.43 |
| Total 1200 - Other Current Asset | 49,904.97 |
| Total Other Current Assets | 52,628.18 |
| Total Current Assets | 104,303.69 |
| Fixed Assets | |
| 1300 - Fixed Assets | |
| 1330 - Equipment | 47,358.50 |
| 1400 - Accumulated Depreciation | -30,229.83 |
| Total 1300 - Fixed Assets | 17,128.67 |
| Total Fixed Assets | 17,128.67 |
| TOTAL ASSETS | 121,432.36 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 2000 - Accounts Payable | 70,744.44 |
| Total Accounts Payable | 70,744.44 |
| Credit Cards | |
| 2050 - VSB Credit Card | 691.88 |
| Total Credit Cards | 691.88 |
| Other Current Liabilities | |
| 2100 - Other Current Liabilities | |
| 2101 - EE Pension Withholding | 683.93 |
| 2140 - Accrued Payroll | 3,096.86 |
| Total 2100 - Other Current Liabilities | 3,780.79 |
| 2400 - Payroll Liabilities | |
| 2120 - Federal Income Tax (941) | 722.91 |
| 2121 - FICA Withheld + Employer | 1,035.00 |
| 2122 - NC Income Tax (NC-5) | 188.00 |
| 2123 - NC Unemployment Tax Liability | 203.99 |
| Total 2400 - Payroll Liabilities | 2,149.90 |
| Total Other Current Liabilities | 5,930.69 |
| Total Current Liabilities | 77,367.01 |

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07/20/14

Accrual Basis

Hyde County Board of Alcohol Control
Balance Sheet
As of June 30, 2014

| | <u>Jun 30, 14</u> |
|---------------------------------------|--------------------------|
| Long Term Liabilities | |
| 2159 - 2159 L.T. Debt / County Loan | 22,650.00 |
| 2160 - Loan Repayment | 9,364.41 |
| Total Long Term Liabilities | <u>32,014.41</u> |
| Total Liabilities | 109,381.42 |
| Equity | |
| 3020 - Retained Earnings | 15,267.17 |
| Net Income | -3,216.23 |
| Total Equity | <u>12,050.94</u> |
| TOTAL LIABILITIES & EQUITY | <u><u>121,432.36</u></u> |

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

Meeting Date: August 4, 2014
Presenter: Chris Hilbert
Attachment: Yes

ITEM TITLE: HMGP (HAZARD MITIGATION GRANT PROGRAM)
CONTRACT AWARDS

SUMMARY: Three units were re-bid to try and lower the prices because they were above the original budgeted costs. This due diligence was necessary before requesting additional funding. An additional funds request has recently been submitted to the NC Division of Emergency Management and is expected to be approved. We are requesting the bids be accepted for these three units contingent on the funding being available from NC DEM.

RECOMMEND: Discussion and approval.

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

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

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

| CASE FILE # | ADDRESS OCCUPANT | ACTUAL BID (TABULATED) | CONTRACTOR | RECOMMENDED AWARD (✓) | COMMENTS |
|-------------|---|------------------------|-------------------------|-----------------------|------------------------------------|
| 1 | Ricky/Nippy Clayton 369 Loop Road Scranton NC 27875 | \$68,860 | Carolina Lead Abatement | | Contract awarded to lowest bidder. |
| | | \$55,000 | B&B Construction | | |
| | | \$53,725 | Gilbert Everett | ✓ | |
| 3 | Robert & Carolyn Loeber 526 Old Hwy 264 Scranton NC 27875 | \$69,578 | Carolina Lead Abatement | | Contract awarded to lowest bidder. |
| | | \$56,000 | B&B Construction | | |
| | | \$54,675 | Gilbert Everett | ✓ | |
| 5 | Jonathan Greer 8161 Sladesville-Credle Rd Scranton NC 27875 | \$69,850 | Carolina Lead Abatement | | Contract awarded to lowest bidder. |
| | | \$60,500 | B&B Construction | | |
| | | \$58,475 | Gilbert Everett | ✓ | |

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

Meeting Date: August 4, 2014
Presenter: Jane Hodges
Attachment: Yes

ITEM TITLE: Non Primary Entitlement Funding for the Automated Weather Observation System

SUMMARY: This funding is received every year in an amount not to exceed \$ 160,000.00 per year. There is a 10 percent match from the county for this and has been appropriated in the 2014-2015 budget year. The acceptance is required to be in Resolution form and is attached to the grant documents. The Resolution and two signed copies and a copy of the minutes will be mailed to Deputy Secretary of Transit for their signature.

RECOMMEND: APPROVE

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

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

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

BLOCK GRANT AGREEMENT
NON PRIMARY ENTITLEMENT FUNDING

STATE AID TO AIRPORTS BLOCK GRANT
BETWEEN
THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA
AND
COUNTY OF HYDE

AIRPORT: **HYDE COUNTY**

PROJECT NO: **36237.57.9.1**

THIS AGREEMENT made and entered into this the _____ day of _____, 20____, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and the **COUNTY OF HYDE**, the owners of the **HYDE COUNTY AIRPORT** (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department to administer a program of State Aid to Airports, subject to the limitations stated in that Chapter; and

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the *FAA Modernization and Reform Act of 2012*; and

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Non Primary Entitlement funds.

NOW THEREFORE, the Department and the Sponsor do hereby mutually agree as follows:

- 1) That the approved scope of this project shall consist of:

**AWOS PROCUREMENT ASSISTANCE,
INSTALLATION & GRANT ADMINISTRATION SERVICES**

- 2) That the Grant of funds shall include maximum funding obligations for federal funds which shall be:

State Block Grant NPE Program: \$125,300 (not to exceed 90% of the final total costs)

- 3) That the funding obligations referenced in (2) above shall be the maximum obligations based on the final cost of eligible work items in the approved project, as certified by the Sponsor

- 4) That the Sponsor shall promptly undertake the Project and complete all work on the Project no later than **JULY 1, 2016**, unless a written extension of time is granted by the Department.

- 5) That all work performed on the Project shall conform to the approved scope of work referenced in this Agreement. Any amendments or modifications to the approved scope of work, approved grant amounts, or this Agreement shall not be authorized by the Department unless they are contained in a written modification to this Agreement and fully executed by both the Sponsor and the Department.
- 6) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and subrecipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.
- 7) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of this Grant.
- 8) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.
- 9) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997), unless the Department issues a written waiver to the contrary.
- 10) The Sponsor agrees to adhere to and be bound by the Grant Assurances of the Federal Aviation Administration, said Grant Assurances contained in Appendix I of this Grant Agreement. Further, the Sponsor agrees that it shall be responsible to the Federal Aviation Administration, or its designated agent, for enforcement of such Grant Assurances including any penalties, sanctions, or other actions which may be legally enforceable for lack of compliance with said Grant Assurances.
- 11) The Sponsor agrees to comply with the "Sponsor Assurances" contained as part of this Agreement.
- 12) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this grant agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

NCDOT SEAL

BY: _____
Deputy Secretary for Transit

ATTEST: _____



SPONSOR:

SIGNED: _____

TITLE: Chairman, Board of Commissioners

SPONSOR SEAL

ATTEST: _____

STATE OF NORTH CAROLINA, COUNTY OF Hyde

I _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Barry S. Swindell personally came before me this day and acknowledged that he is Chairman of the Hyde County Board of Commissioners
(Title) (Sponsor)

(hereinafter referred to as "Sponsor" and by authority duly given and as an act of said Sponsor, the foregoing instrument was signed by him, attested by Lois Spotesberry, Clerk of the Sponsor, and the
(Name and Title)

Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 20_____.

Notary Public (Signature)

My Commission expires: _____

SEAL

RESOLUTION

A motion was made by _____ and seconded by _____
(Name and Title)

_____ for the adoption of the following resolution, and upon
(Name and Title)

being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of \$125,300 has been approved by the Department based on total estimated cost of \$139,222; and

WHEREAS, an amount equal to or greater than ten percent (10%) of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE _____
(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I, _____ of the
(Name and Title)

_____ do hereby certify that
(Sponsor)

the above is a true and correct copy of an excerpt from the minutes of the

_____ of a meeting
(Sponsor)

duly and regularly held on the _____ day of _____, 20_____.

This, the _____ day of _____, 20_____.

SPONSOR SEAL

Signed: _____

Title: _____

Of The: _____

DOA FORM (12/10)

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

- A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.
- A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.
- A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.
- A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.
- A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.
- A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.
- A-7. Insofar as it is within its power and reasonable, the Sponsor shall, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.
- A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook (third edition, January 1997).

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE/WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 SubChapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverable(s) from the Sponsor to the Department is as follows:

Planning Projects

1. Interim Planning Submittals – All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copy: PDF format. Paper copy, if requested: bond copy – true half-size.
2. Final Submittal - All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond– true half-size for plan sheets / sketches
 - a. All reports, projections – PDF Format. Any element of the documents shall be delivered in its original electronic format (i.e. MSWord, Excel, AutoCAD...) if requested by the Department
 - b. Sketches and drawings – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond – true half-size for plan sheets / sketches.

Construction Projects

1. Interim Design Submittals (i.e. 30%, 60%, 90%....) – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate and Engineers Report – electronic copy: PDF format. Paper copy, if requested: bond true half-size for plan sheets.
2. 100% Design and Issue for Bid Submittals – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate, Engineer's Report, and Bid Tab – Any element of the documents shall be delivered in electronic format (i.e. MS Excel and PDF format) and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
3. As-built / Record Drawings
 - a. Contract Documents (Plan and Detail Sheets, Technical Specifications) – electronic copies: PDF format and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
 - b. Technical Specifications – electronic copies: MS Word File and PDF format
 - c. Final Engineers Report – electronic copies: PDF format unless otherwise requested.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's Employment of specific contractors within ten (10) days of receipt. Approval will be communicated via a Contract Goal Requirements Letter sent directly to the Sponsor.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-10. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-11. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to insure that only properly qualified contractors are given construction contracts for work.

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMC Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/wh/eop/omb), the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDOT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's reimbursement.

B. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met.:

- (1) The Grant Agreement has been executed and a Project Concurrence (AV-CONCUR/AV-503) issued.
- (2) The Project has received an appropriate environmental finding.
- (3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date. The initial and revised AV-BUDGET/AV-504 shall be approved by the Department. With each AV-BUDGET/AV-504, the Sponsor shall provide the following documentation:
 - a) Scope of Services for the project, Consultant Fee - Man-hours Breakdown by task with hourly rates, Breakdown of Sub-consultant and / or Vendor Cost, Schedule of Deliverables, Estimated Construction Cost, Plan Sheet List
 - b) Actual Bidding Cost (once a project is bid) – Bid Tabulation / Bid Schedule, Recommendation for Award.
- (4) Additional information shall be provided as requested.
- (5) The Sponsor has submitted an executed Interim Payment Request (AV-PAY/AV-505) accurately reflecting costs incurred to date.
- (6) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook

C. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

D. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion and Final Payment Request (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors who adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

SECTION E: Sponsor's Acknowledgement of Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32

E-1 Sponsor acknowledges and agrees that it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Revised 1/2/13

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 4, 2014
Presenter: Manager Rich
Attachment: Yes

ITEM TITLE: ECB BUILDING REGARDING PARKING AND WATER

SUMMARY: Per request of commissioners, Manager Rich obtained a permanent easement for the parking lot across from our building. Also, Clint Berry per commissioners request confirmed there was no water from Arthur.

RECOMMEND:

1. Approval to award construction contract to A. R. Chesson in the amount of \$155,927.75.
2. Final approval to move DSS from their current location to this facility.

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

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

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

Hyde County ECB Renovations Project

Project Ordinance 2014-07-02

AMENDED

Be it ordained by the Board of Commissioners of Hyde County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Project Ordinance is hereby adopted:

Section 1. The project authorized is the Hyde County ECB Renovations Project.

Section 2. Hyde County staff is hereby directed to proceed with the Hyde County ECB Renovations Project within the terms of the document(s), and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete the project activities:

| | | |
|-----------------|----------------------|---------------------|
| Capital Reserve | <u>\$ 100,000.00</u> | <u>AMENDED</u> |
| Total Project | \$100,000.00 | <u>\$155,927.75</u> |
| | | \$155,927.75 |

Section 4. The following amounts are appropriated for completion of the project activities:

| | | |
|-----------------------|-----------------|---------------------|
| Construction Services | 91,967.00 | \$129,455.00 |
| Contingency (%) | 0 | \$ 6,472.75 |
| Engineering Services | <u>8,033.00</u> | <u>\$ 20,000.00</u> |
| Total Project | \$100,000.00 | \$155,927.75 |

Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records.

Section 6. The Finance Officer is directed to report on the financial status of each project element in Section 4.

Section 7. Copies of this Project Ordinance shall be made available to the Finance Officer for direction in carrying out this project.

Adopted this 7th day of July 2014

ATTEST

Barry Swindell, Chair
Hyde County Board of Commissioners

Clerk to the Board

SEAL

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

Meeting Date: August 4, 2014
Presenter: Manager Rich
Attachment: No

ITEM TITLE: UPDATE ON VARIOUS PROJECTS ONGOING IN THE COUNTY

SUMMARY:

- a. Control Group Meeting on Ocracoke Justin Gibbs
- b. Construction Projects: Government Center, Public Safety Center
and ECB Building Clint Berry
- c. Special Request To Ocracoke Occupancy Tax Board to Fund
Replacement of Ocracoke Community Center Roof (\$14,000.00) Mgr. Rich
- d. Ocracoke Ferry Committee Mgr. Rich
- e. Teacher Funding Mgr. Rich
- f. Vidant Grant Request Mgr. Rich
- g. Golden LEAF Grant Mgr. Rich
- h. Lobbyist Issues – State and Federal Mgr. Rich

RECOMMEND: Discussion.

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

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

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

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

Meeting Date: August 4, 2014
Presenter: Manager Rich
Attachment: Yes

ITEM TITLE: UPDATE ON CITIZEN CONCERNS

SUMMARY:

- a. Hatteras Inlet Channel Comm. Fletcher
- b. Ocracoke Re-Entry Permit Process Comm. Fletcher
(attached: Agenda Summary dated 07-07-2014)
- c. Open Fires Comm. Fletcher
(attached: Fire Prevention Ordinance)
- d. Dog Leash Ordinance Comm. Fletcher
(attached: Animal Control Ordinance)
- e. Cost of Ocracoke Clean-up Comm. Fletcher
- f. Bill Cook's Office – Jordan Comm. Fletcher
- g. State Approval of Marijuana Comm. Fletcher

RECOMMEND: Discussion.

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

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

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

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2014
Presenter: Commissioner John Fletcher
Attachment: No

ITEM TITLE: RE-ENTRY PERMIT PROCEDURE

SUMMARY: Commissioner Fletcher will present report on the Ocracoke re-entry permit process and make recommendations to improve re-entry after evacuation and before services return.

In the June 20, 2014 Hyde Happenings article written by PIO, Sarah Johnson the 2014 Ocracoke Re-Entry Permit Process is explained.

For further information contact sarah.johnson@hydecountync.gov or www.hydecountync.gov.

2014 Ocracoke Re-Entry Permit Process

Hyde County Emergency Services Department has now begun the 2014 Ocracoke re-entry permit process. The process is slightly different this year as persons with existing permits will not need to re-apply, but rather will be issued a new expiration date sticker for their permit.

You may renew your existing re-entry permit or apply for a new permit in person or by mail. The 2014 re-entry permit application and answers to frequently asked questions are available below and will be posted at the Post Office on Ocracoke.

To complete the process by mail, please submit the application along with a self-addressed and stamped envelope. You may complete the process in person at the Hyde County Emergency Services Department during normal business hours (located at 1223 Main Street, Swan Quarter in the Public Safety Building).

Hyde County PIO, Sarah Johnson, will also be available at the Ocracoke Community Center during the following times to renew and issue permits:

- Tuesday, June 17, 2014 from 9 a.m. – 3 p.m.
- Wednesday, June 18, 2014 from 3:30 p.m. – 8:30 p.m.

- Tuesday, June 24, 2014 from 9 a.m. – 3 p.m.
- Wednesday, June 25, 2014 from 3:30 p.m. – 8:30 p.m.

RECOMMEND: Discussion.

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

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

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

Chapter 18

FIRE PREVENTION

Article I. In General

Secs. 18-1—18-20. Reserved.

Article II. Fire Prevention and Protection

- Sec. 18-21. Definitions.
- Sec. 18-22. Enforcement; penalty.
- Sec. 18-23. Prohibited activities.
- Sec. 18-24. Fireworks permits.

ARTICLE I. IN GENERAL

Secs. 18-1—18-20. Reserved.

ARTICLE II. FIRE PREVENTION AND PROTECTION*

Sec. 18-21. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Application agent means that person designated by this article to act as an application agent for permitting purposes under this article.

Board means the county board of commissioners.

Hyde County level III fire inspector shall mean any inspector employed by Hyde County or under contract with Hyde County to perform Level III fire inspections in accordance with the North Carolina Code Officials Qualification Board.

Ordinance enforcement official means:

- (1) Any fire inspector duly authorized to perform fire inspection services by or for Hyde County and having a valid certification issued by the State of North Carolina; and
- (2) Any officer appointed by the county board of commissioners as an ordinance enforcement official, including any deputy sheriff or law enforcement officer having a valid certification issued by the State of North Carolina.

Outdoor burning.

- (1) The term "outdoor burning" means the intentional setting of any outdoor fire designed for, or resulting in, the reduction of vegetation, wood products, waste, or any other materials.
- (2) The term "outdoor burning" does not include:
 - a. The use of tobacco products;
 - b. The use of outdoor cooking equipment, such as grills, smokers or similar devices; and
 - c. Campfires in pits or campfire rings; provided that the area around such fires shall be cleared of flammable materials for a distance of not less than six feet in every direction.

***Editor's note**—Ord. No. 2009-08-01, adopted Sept. 8, 2009, amended Art. II in its entirety to read as herein set out. Former Art. II, §§ 18-21—18-26, pertained to similar subject matter and derived Ord. No. 150, §§ I—VI, adopted Sept. 4, 2007.

Sec. 18-24. Fireworks permits.

(a) Prior to issuance of a fireworks permit under this section, the Hyde County Board of County Commissioners must have approved a written application from an individual, firm, partnership or corporation or other entity for the use of pyrotechnics in conjunction with the conduct of concerts or public exhibitions, such as fairs, carnivals, shows of all descriptions and public celebrations. In their approval, the county commissioners may impose conditions on the exhibition, use and discharge of the pyrotechnics.

- (1) Such approval may occur only after only after satisfactory evidence is produced to the effect that said pyrotechnics will be used only for the aforementioned purposes and none other.
- (2) For any indoor use of pyrotechnics at a concert or public exhibition, the Hyde County Board of Commissioners will not issue any permit unless a Hyde County fire inspector who holds a valid Class III fire inspection credential issued by the State of North Carolina has certified in writing to the board of commissioners that:
 - a. Adequate fire suppression will be used at the site.
 - b. The structure is safe for the use of such pyrotechnics with the type of fire suppression to be used.
 - c. Adequate egress from the building is available based on the size of the expected crowd.

(b) Permits for the use of pyrotechnics in connection with the conduct of public exhibitions, festival or celebrations may be approved and issued by a Hyde County fire inspector who holds a valid Class III fire inspection credential issued by the State of North Carolina; provided:

- (1) The applicant submits a complete application;
- (2) The applicant meets the other requirements herein set forth;
- (3) The pyrotechnics will be exhibited, used, handled, manufactured, and discharged by operators and personnel holding valid permits and having successfully completed training as required by state law; and
- (4) Proof of insurance for injuries to persons and property shall be submitted in accordance with state law.

(c) Any person or entity seeking a fireworks permit must obtain an application from the county and must complete and submit an original application and all the required attachments at least 45 days prior to the applicable event.

(d) Upon approval of an application by the county commissioners, a Hyde County fire inspector who holds a valid Class III fire inspection credential issued by the State of North Carolina may issue a fireworks permit consistent with conditions imposed by the county commissioners and consistent with state law, code and regulation as such may be amended from time to time.

Hyde County, North Carolina, Code of Ordinances >> PART II - CODE OF ORDINANCES >> **Chapter 4 ANIMALS** >>

Chapter 4 ANIMALS ¹¹¹

Sec. 4-1. Definitions.

Sec. 4-2. Penalty.

Sec. 4-3. Duties of animal control officer.

Sec. 4-4. Keeping stray animals.

Sec. 4-5. Rabies vaccination required.

Sec. 4-6. Rabies vaccination and control.

Sec. 4-7. Vicious animals.

Sec. 4-8. Animals that are public nuisance.

Sec. 4-9. Impounding.

Sec. 4-10. Redemption procedure.

Sec. 4-11. Abandonment.

Sec. 4-12. Feeding stray animals.

Sec. 4-13. Exemptions.

Sec. 4-14. Kennel constructions.

Sec. 4-15. Citizen prosecution.

Sec. 4-16. Determination of a potentially dangerous dog.

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal control officer means any person hired or contracted by the county to enforce the animal control ordinance established by the county or any county sheriff or any deputy sheriff of the county.

Animals which are a public nuisance means any animal that:

- (1) Chases and snaps at pedestrians, bicyclists or vehicles;
- (2) Repeatedly turns over garbage pails;
- (3) Repeatedly damages the property of others in such a manner or fashion as to create a public nuisance;
- (4) Any female animal running at large during the erotic stage of copulation; or
- (5) Habitual barkers.
- (6) Any domesticated animal that soils or defiles private or public property.

Owner means any person, group of persons, firm, partnership or corporation owning, keeping, having charge of, sheltering, feeding, harboring or taking care of any animal. The owner is responsible for the care, actions, and behavior of vicious and destructive animals.

Stray animals means any animal that is wandering at large or lost and does not have an owner or one who appears to be wandering at large and is not claimed by any persons.

Vicious animal means any animal that has:

- (1) Made an unprovoked attack on any human whether it be by biting or otherwise;
- (2) In any manner caused abrasions or cuts of the skin on a human; or
- (3) Attacked or attacks humans, farm stock or other animals.

(Ord. No. 165, § 2, 4-7-2008; Amd. of 5-21-2012)

Sec. 4-2. Penalty.

Any owner, as defined in section 4-1, who violates any provision of this chapter, shall be guilty of a misdemeanor and shall be fined no more than \$50.00, nor imprisoned for more than 30 days, at the court's discretion.

(Ord. No. 165, § 14, 4-7-2008)

Sec. 4-3. Duties of animal control officer.

The county animal control officer or his duly appointed assistant shall be charged with the responsibility of:

- (1) Enforcing in the county all state or county laws, ordinances, and resolutions relating to animals or to the care, custody, and control of animals;
- (2) Cooperating with the health director and assisting in the enforcement of the state laws with regard to animals and especially with regard to dogs and cats and the confinement or leashing of vicious and destructive animals; and
- (3) Operating pursuant to the policies of the board of county commissioners.

(Ord. No. 165, § 1, 4-7-2008)

Sec. 4-4. Keeping stray animals.

It shall be unlawful for any person in the county knowing and intentionally to harbor, feed, keep in possession by confinement or otherwise, any animal which does not belong to him, without the permission of the owner, unless he has within 24 hours from the time such animal came into his possession, notified the animal control officer.

(Ord. No. 165, § 3, 4-7-2008)

Sec. 4-5. Rabies vaccination required.

All dogs and cats over four months of age running a large must display a current rabies tag, issued by a licensed veterinarian or rabies inspector.

(Ord. No. 165, § 4, 4-7-2008)

Sec. 4-6. Rabies vaccination and control.

- (a) *Duties of the owner in case of bite.* Every animal which has bitten anyone or which shows symptoms of rabies shall be confined, such facts shall immediately be reported to the animal control officer by its owner or person having the animal in charge, and there upon shall be securely quarantined at the animal control officer's direction for a period of ten days, and shall not be released from such quarantine, except by written permission of the animal

control officer. The biting animal and its records of vaccination and registration shall be inspected by the animal control officer who will then observe the following policy:

- (1) A properly vaccinated animal may be confined on the owner's premises; provided, however, that an animal control officer determines that the owner has an adequate means of confinement upon his own premises and the animal is subject to observation by the officer at any time during the ten-day period;
 - (2) An animal not properly vaccinated, belonging to an owner, shall immediately be confined in the county animal shelter, or an animal hospital, in which case the expense shall be borne by the owner for the ten-day period of confinement. The animal shall not be vaccinated during confinement; and
 - (3) A stray animal shall be immediately confined to the county animal shelter for a ten-day period.
- (b) *Surrender for quarantine required on demand.* Except as provided in subsection (a) of this section, when any animal has bitten a human, it shall be unlawful for the owner of the animal to refuse an investigation by the animal control officer. The animal control officer shall have the authority to place said animal in supervised quarantine at a place of his choosing. If rabies does not develop within ten days, the animal may be reclaimed upon payment of \$2.00 per day for feeding, applicable shelter fees and upon the owner's having the animal properly vaccinated.
- (c) *Rabies diagnosed.* If an animal dies while under observation from rabies, then the head of such animal shall be submitted to the county health department for shipment to the state laboratory of hygiene for diagnosis.
- (d) *Killing or release of animal under observation prohibited.* It shall be unlawful for any person to kill or release an animal under observation for rabies, any animal suspected of having been exposed to rabies, or any animal biting a human, or to remove such animal from the county without written permission from the animal control officer.
- (e) *Surrender of dead animal.* The carcass of any dead animal exposed to rabies shall be surrendered to the animal control officer. The head of such animal shall be submitted to the county health department for shipment to the state laboratory of hygiene for diagnosis.
- (f) *Failure or refusal prohibited.* It shall be unlawful for any person to fail or refuse to surrender any animal for quarantine or destruction as required herein when demand is made therefore by the animal control officer.

(Ord. No. 165, § 5, 4-7-2008)

Sec. 4-7. Vicious animals.

It shall be unlawful for any person to permit his animal to run at large if such animal is vicious or has in the past been deemed vicious by a county animal control officer. In such cases, the owner of such animal or person harboring such animal, shall not permit such animal to leave the premises on which it is kept, unless it is on a leash and in the care of a responsible person. In the event of injuries caused by the vicious animal, the animal's owner shall be liable as provided by law.

(Ord. No. 165, § 6, 4-7-2008)

Sec. 4-8. Animals that are public nuisance.

- (a) It shall be unlawful for any person to permit his animal to run at large if such animal has been deemed a public nuisance in writing by a county animal control officer. In such cases, the

owner must keep the animal on his property at all times unless the animal is effectively leashed and under the control of a competent person.

- (b) It shall be unlawful for any person to permit his animal to habitually bark for an unreasonable length of time or to bark at night and constantly annoy the public.
- (c) It shall be unlawful for any person while harboring, walking, riding, in possession of or in charge of, a dog, horse, or other domesticated animal, on public property or public right of way, or any private property without the permission of the private property owner, to allow their animal to soil or defile said property. Every owner shall have in his or her possession a bag or other container that closes, which is suitable for removing feces deposited by the animal. For horses or other large domesticated animals, the animal must be equipped with a manure catcher to immediately prevent manure from soiling or defiling above referenced locations, *if requested to do so by a member of the Hyde County Sheriff's Department.*

(Ord. No. 165, § 7, 4-7-2008; Amd. of 5-21-2012)

Further Amended 06-02-2014 (see attached)

Sec. 4-9. Impounding.

Any animal, which appears to be lost, strayed, unwanted or has been designated as vicious or a public nuisance and found running at large shall be confined in the animal shelter in a humane manner for a period of no less than five working days (excluding Saturdays, Sundays and holidays) for redemption by the owner.

- (1) *Placement or destruction.* If an impounded animal is not redeemed by the owner within five working days it may be taken by any responsible adult not associated with the shelter who is willing to comply with these animal control laws. An animal not redeemed within five days, exclusive of Saturdays, Sundays, and holidays, after being taken into custody, may be placed in a new home. An animal not redeemed by the owner or taken by a responsible adult may be destroyed in a humane manner by the animal control officer after the passage of five-working days (excluding Saturdays, Sundays, and holidays).
- (2) *Notifying owner.* Immediately upon impounding an animal, the animal control officer shall make a reasonable effort to notify the owner, and inform such owner of the conditions whereby the animal may be redeemed.
- (3) *Suspected rabies.* Animals impounded which have been bitten by a rabid animal or appear to be suffering from rabies shall not be redeemed or sold, but shall be dealt with as provided herein.
- (4) *Other diseased or injured animals.* Where any animal impounded is badly wounded or diseased (not a rabies suspect) and has no identification the animal control officer shall attempt to notify the owner before disposing of such animal. If the owner cannot be readily reached, and the animal is suffering, the animal control officer may destroy the animal at his discretion in a humane manner.
- (5) *Vicious animals.* An animal control officer may destroy any vicious animal after he has made a reasonable attempt to place the animal in his control.

(Ord. No. 165, § 8, 4-7-2008)

Sec. 4-10. Redemption procedure.

- (a) When any animal has been impounded at the animal shelter, notice thereof shall be given to the owner. The owner shall be entitled to resume possession of the animal, except as

already provided for certain animals, upon compliance with the provisions of this chapter and the payment of any shelter and administrative fees incurred.

(1) The fees shall be as follows:

- a. County administrative fees: \$35.00; and
- b. Shelter fees: as set by the board of commissioners from time to time and posted at the kennel.

(2) The funds are to be paid to the county.

- (b) Unvaccinated dogs and cats must be vaccinated for rabies and the costs paid by the owner before being released. Dogs or cats impounded more than once within a year-period shall be neutered and any cost paid by the owner before being released.

(Ord. No. 165, § 9, 4-7-2008)

Sec. 4-11. Abandonment.

It shall be a violation of this chapter for any person to abandon any animal in the county.

(Ord. No. 165, § 10, 4-7-2008)

Sec. 4-12. Feeding stray animals.

It shall be a violation of this chapter to feed any dog that appears to be a stray or lost dog off one's own premises. Strays are to be reported to the animal control center.

(Ord. No. 165, § 11, 4-7-2008)

Sec. 4-13. Exemptions.

Hospitals, clinics and other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provision of this chapter.

(Ord. No. 165, § 12, 4-7-2008)

Sec. 4-14. Kennel constructions.

- (a) It shall be a violation of this chapter to construct, or permit to be constructed, a dog kennel for any type of impoundment that confines dogs, whether on one's premises or not that has the capacity to house or contain more than four dogs, unless such structure is located no closer than 500 feet from the nearest residence or business occupied by a person other than the owner of such structure.
- (b) No commercial dog kennel shall be located within 1,000 feet of the nearest residence or business occupied by a person other than the owner of such structure.

(Ord. No. 165, § 13, 4-7-2008)

Sec. 4-15. Citizen prosecution.

Nothing in this chapter shall prevent a private citizen from attempting to prosecute a violation of this chapter in either civil or criminal courts.

(Ord. No. 165, § 16, 4-7-2008)

Sec. 4-16. Determination of a potentially dangerous dog.

- (a) The director or acting director of the county health department is hereby designated as the person responsible for determining when a dog is a potentially dangerous dog.
- (b) The county board of health is hereby designated as the board to hear any appeal from a determination made as to whether a dog is a potentially dangerous dog.

(Res. of 4-7-2008)

FOOTNOTE(S):

--- (1) ---

State Law reference— Vaccination of dogs and cats, G.S. 130A-185; rabies vaccination tags, G.S. 130A-190; time of rabies vaccination, 10A N.C. Admin. Code 41G.0101; county may define and prohibit abuse of animals, G.S. 153A-127. [\(Back\)](#)

AMENDMENT OF
ANIMAL CONTROL ORDINANCE
FOR HYDE COUNTY

Be it ordained by the Board of Commissioners of Hyde County, North Carolina, that the following Animal Control Ordinance and the original Ordinance #17 as subsequently amended, is hereby further amended as follows:

CHAPTER FOUR: ANIMAL CONTROL ORDINANCE

SECTION 4-1. DEFINITIONS: The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal control officer means any person hired *or contracted* -----

(6) Any domesticated animal that soils or defiles private or public property.

SECTION: 4-8. ANIMALS THAT ARE PUBLIC NUISANCE.

(c) It shall be unlawful for any person while harboring, walking, riding, in possession of or in charge of, a dog, horse, or other domesticated animal, on public property or public right of way, or any private property without the permission of the private property owner, to allow their animal to soil or defile said property. Every owner shall have in his or her possession a bag or other container that closes, which is suitable for removing feces deposited by the animal. For horses or other large domesticated animals, the animal must be equipped with a manure catcher to immediately prevent manure from soiling or defiling above referenced locations, if requested to do so by a member of the Hyde County Sheriff's Department.
(Ord. No. 165, § 7, 4-7-2008)

This Animal Control Ordinance was duly adopted by the Hyde County Board of Commissioners at a meeting on the 18TH Day of April, 1994; adopted as amended on the 18th day of June, 2001; further amended on the 7th day of April, 2008 and on the 21st day of May, 2012; and, subsequently further amended on the 2nd day of June, 2014.



Barry Swindell, Chair
Hyde County Board of Commissioners

ATTEST



Lois Stotesberry, Clerk to the Board
Hyde County Board of Commissioners



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

Meeting Date: August 4, 2014
Presenter: Manager Bill Rich
Attachment: Yes

ITEM TITLE: BUDGET MATTERS

SUMMARY: Departmental budget revisions and amendments will be presented by department managers for Board discussion and approval.

- 1) **BR04-15 – Health – Family Connects**
- 2) **BR05-15 – Health – Homemaker Program**
- 3) **BR06-15 – Health – WIC Program**

RECOMMEND: Discussion and approve budget revisions and amendments.

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

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

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

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 4, 2014
Presenter: Chairman, Vice-Chair, Commissioners and Manager
Attachment: No

ITEM TITLE: MANAGEMENT REPORTS

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

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

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

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

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

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

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

Manager's Calendar (July, 2014)

July

| | | |
|-----------|-----------|--|
| T | 1 | NCCC Grant Meeting with Kris Noble Hurricane Arthur Planning |
| W | 2 | Interviews for Assistant to County Planner Met with Kris and Chamber of Commerce - John Mullen & Mellissa Joyner Conference Call - Board of Commissioners - Hurricane Arthur Partnership for Sounds meeting Interview with CNN - Breanna |
| TH | 3 | Ferry to Ocracoke EOC at Ocracoke Community Center Hurricane Arthur |
| F | 4 | EOC at Ocracoke Firehouse EOC - A-Team Arrived |
| S | 5 | EOC Conf. Call - Sterling Baker, Paul Spruill, Jed Dixon, Charles Tripp, Bobby Outen and Bobby Hill EOC Justin Gibbs arrived on Ocracoke |
| S | 6 | EOC - Close Out |
| M | 7 | Ferry to Swan Quarter Met with Robert Griffin Board of Commissioners Meeting |
| T | 8 | Department Head Meeting Conference Call with Kris Noble and Miranda Met with Fred Holscher in Washington |
| W | 9 | |
| TH | 10 | Atlanta |
| F | 11 | |
| S | 12 | |
| S | 13 | |
| M | 14 | Ocracoke Office Hours Ferry Committee Meeting - Jed, Harold and Ed G. Met with Kris Noble and Sarah Johnson Black Beard - Nathan and Amy |
| T | 15 | Met with Darlene Berry Met with Corrinne Gibbs, Gloria Spencer and Linda McCabe |
| W | 16 | Court - Anthony Mutro Met with Art Keeney - ECB Easement and Vidant Met with Tom Davis - ECB Easement - Scott Custer |
| TH | 17 | Conference Call - Golden LEAF Grant with Miranda and Kris Mainland Occupancy Tax Board with Corrinne, Kris, Mellissa Joyner and Donna Spencer |
| F | 18 | Interview with Marcus Abernathy - MPA Student |
| S | 19 | Amy |
| S | 20 | |
| M | 21 | In Charlotte Met with Vantage South Bank Representative in Cary |
| T | 22 | |
| W | 23 | |
| TH | 24 | Airport Construction Meeting in Engelhard Conference Call - Terry Early of Vantage South Bank Transportation Meeting with Earl, Gloria, Suzanne, Beverly Paul and Board Members Ferry to Ocracoke |
| F | 25 | Post Hurricane Arthur Meeting on Ocracoke with Control Group, DOT, EM and TEMC Reps. |
| S | 26 | |
| S | 27 | |
| M | 28 | |
| T | 29 | Met with Joe and Henri McClees |
| W | 30 | Met with Jeff Gowen |
| TH | 31 | Met with Tim M. and Fred Holscher in Washington Ferry to Ocracoke |
| F | 1 | Ocracoke Office Hours |

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: August 4, 2014
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

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

RECOMMEND: Receive comments.

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

Meeting Date: August 4, 2014
Presenter: Board of Commissioners

ITEM TITLE: CLOSED SESSION

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

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

RECOMMEND: Enter into Closed Session if required.

| | | |
|--|---|---|
| Motion Made By: <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell | Motion Seconded By: <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell | Vote: <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell |
| Time In: <input type="checkbox"/> Ben Simmons <input type="checkbox"/> John Fletcher <input type="checkbox"/> Earl Pugh, Jr. | <input type="checkbox"/> Ben Simmons <input type="checkbox"/> John Fletcher <input type="checkbox"/> Earl Pugh, Jr. | <input type="checkbox"/> Ben Simmons <input type="checkbox"/> John Fletcher <input type="checkbox"/> Earl Pugh, Jr. |

| | | |
|---|---|---|
| Motion Made By: <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell | Motion Seconded By: <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell | Vote: <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell |
| Time Out: <input type="checkbox"/> Ben Simmons <input type="checkbox"/> John Fletcher <input type="checkbox"/> Earl Pugh, Jr. | <input type="checkbox"/> Ben Simmons <input type="checkbox"/> John Fletcher <input type="checkbox"/> Earl Pugh, Jr. | <input type="checkbox"/> Ben Simmons <input type="checkbox"/> John Fletcher <input type="checkbox"/> Earl Pugh, Jr. |

| | | |
|---|---|---|
| Motion Made By: <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell | Motion Seconded By: <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell | Vote: <input type="checkbox"/> Barry Swindell <input type="checkbox"/> Dick Tunnell |
| Action: <input type="checkbox"/> Ben Simmons <input type="checkbox"/> John Fletcher <input type="checkbox"/> Earl Pugh, Jr. | <input type="checkbox"/> Ben Simmons <input type="checkbox"/> John Fletcher <input type="checkbox"/> Earl Pugh, Jr. | <input type="checkbox"/> Ben Simmons <input type="checkbox"/> John Fletcher <input type="checkbox"/> Earl Pugh, Jr. |