

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

**Meeting Date:** December 7, 2015  
**Presenter:** Laurie Potter, DSS Director and Linda McCabe, DSS Supervisor  
**Attachment:** Yes

**ITEM TITLE:** HYDE COUNTY DSS – OVERPAYMENT

**SUMMARY:** Ms. Potter and Ms. McCabe are reporting an overpayment of \$1312.00 for an incorrect payment to a child care provider. A request for County funds to cover this overpayment has been made, effective November 30, 2015.

**RECOMMEND:** Discussion and possible action

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

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

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

## Lois Stotesberry

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**From:** Linda McCabe <lmccabe@hydecourtync.gov>  
**Sent:** Monday, November 30, 2015 3:54 PM  
**To:** lstotesberry@hydecourtync.gov  
**Cc:** sjohnson@hydecourtync.gov; Laurie Potter  
**Subject:** Day care memo November 30 2015 Commissioners  
**Attachments:** Day care memo November 30 2015 Commissioners.docx

November 30, 2015

Good Afternoon Ms. Lois

Please see the attached memo. Could you please add Laurie Potter, Director and myself (Linda McCabe) on the agenda for the December 7<sup>th</sup> Commissioner's meeting.

Thank you

Linda McCabe, Supervisor

**November 30, 2015**

**SUBJECT: Child Care payment County error**

**On November 5, 2015, Hyde County DSS receive the results of the on-site monitoring scheduled by the Division of Child Development staff of the Subsidy Services Section from Raleigh. The error found by Program Compliance Consultant on one case for the month of August 2015 was cited for: an incorrect payment to the provider due to the Hyde County DSS paying for a child who was not eligible due to the child's age and the family's gross monthly income exceeding the income limit for the family unit size.**

**Due to the fact that this was an overpayment, the funds cannot be taken from the current daycare allocations. Therefore we are requesting the amount of \$1312.00 in funds so they can be reallocation back to the Division of Childcare, if need be. This cover the period from date of application May 1, 2015 through August 31, 2015; this amount is a repayment for the agency; therefore we are asking the County for funds to cover this overpayment.**

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

**Meeting Date:** December 7, 2015  
**Presenter:** Kris Noble  
**Attachment:** Yes

**ITEM TITLE:** HYDE COUNTY CODE – ARTICLE VII – OCRACOKE  
DEVELOPMENT – PROPOSED CHANGES BY OPAB

**SUMMARY:** Ocracoke Planning Advisory Board (OPAB) requests changes to the Hyde County Code – Chapter 36-145 - Article VII. Ocracoke Development:

Division 1. Generally  
Division 2. Administrative and Enforcement

**RECOMMEND:** Discussion and possible action.

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

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

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

HYDE COUNTY CODE – PROPOSED CHANGES BY OPAB

§36-145

GUIDE TO PROPOSED CHANGES  
RED TEXT = NEW  
STRIKETHROUGH = DELETE  
YELLOW = AREA OF CONCERN

ARTICLE VII. - OCRACOCKE DEVELOPMENT\*

DIVISION I. - GENERALLY

Sec. 36-145. Definitions and rules of construction.

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. Where a word or term is not defined, the state building code meaning or the customary dictionary meaning shall apply.

*Adult use* means any use defined as an adult establishment by G.S. 14-202.10.

*Building* means any structure enclosed ~~and isolated by~~ exterior walls constructed or used for ~~residence~~ residential, ~~business, industry, industrial, or other purposes.~~ The term "building" includes the term "structure."

*Building setback line* means a line parallel to or concentric with the street right-of-way, property line or high-water mark establishing the minimum allowable distance between such right-of-way, property line or high-water mark and the nearest portion of any building, excluding the outermost three feet of any uncovered porches, decks, steps, eaves, gutters, ~~or and~~ similar fixtures.

*Building/structure height* means the vertical distance from the base flood elevation, less two feet, ~~of the building site as shown on the building site elevation certificate, as of the date of the ordinance from which this article is derived,~~ to the highest finished roof surface or with regard to structures to the highest point of the structure, ~~as of~~.

*Commercial use* means a structure used in the sale of products or services. In rare instances, where a structure and use can be proved not to require the defined parking under this article, it may be considered on a case-by-case basis.

*Dwelling unit* means a ~~single-family dwelling residential~~ unit providing complete, independent living facilities for a single ~~family~~, including permanent provisions for living, sleeping, cooking and sanitation.

*Family* means one or more persons occupying a single-family dwelling unit; provided that unless all members are related by blood ~~or marriage, marriage, adoption, or foster care arrangements,~~ no such family shall contain more than five persons.

*Impervious surface area.*

- (1) The term "impervious surface area" means that portion of a site that allows little or no filtration of precipitation into the soil. The term "impervious surface areas" includes, but is not limited to, that portion of a development project that is covered by:
  - a. Buildings;
  - b. Pavement, paved roads, paved parking lots, paved paths, patios, paved driveways, and streets;
  - c. ~~Hard-surfaced~~ Recreational facilities (e.g., tennis courts); and
  - d. ~~Septic tanks, etc;~~
- (2) The term "impervious surface area" does not include:
  - a. Wooden slatted decks;
  - b. The water area of a swimming pool; and
  - c. Gravel parking or driveways.

Comment [LU1]: Add specific date.

Comment [LU2]: How about the open-air use of land for commercial purposes?

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Comment [LU3]: Not soccer or baseball fields

Comment [LU4]: Should the surface area associated with underground tanks be included?

\* Editor's note—The Ocracoke Development was amended and adopted in whole, as amended, on April 20, 1998. It was amended on September 6, 2005, November 20, 2006, and December 3, 2007.

HYDE COUNTY CODE – PROPOSED CHANGES BY OPAB

§36-145

*Lodging unit* means one room, or rooms connected together, that are offered for occupancy to transient guests for compensation.

*Lot* means a parcel of land which abuts and has egress and ingress by means of a public right-of-way or private street or easement and which is occupied or intended to be occupied by a building or group of buildings as provided herein with the customary uses and open space. The term "lot" includes the terms "plot," "parcel" or "tract."

*Lot area* means the total horizontal area of a lot, as described in a deed or plat included within the lot lines. The term "lot area" includes any area within the deed description which that is subject to the right-of-way of any public or private road or which that is subject to any utility easement.

*Lot coverage.*

- (1) The term "lot coverage" means that portion of the lot area, expressed as a percentage, that is occupied and abstracted by an improvement or an above-ground structure aboveground-including, but is not limited to:
  - a. Buildings;
  - b. Decks, paved parking areas-private sidewalks of with impervious surfaces, paved driveways and paved roadways; and
  - c. Any accessory use or structure requiring location-located on or aboveground.
- (2) The following exemptions shall be allowed for residential lot coverage calculations:
  - a. "Wet" or water area of the swimming pool(s) shall be exempt from the lot coverage calculations, however, this exemption for the "wet" or water area of the pool(s) shall not exceed 500 square feet of area. Pool aprons and decking shall be counted as lot coverage;
  - b. Wooded walkways over estuarine areas, six feet or less in width, shall be exempt; and
  - c. Peat system pods shall be exempt from the lot coverage calculations, since they help mitigate contamination caused by stormwater runoff.

Change suggested 4/10/14

*Motel* means any group of separate or connects dwelling units or lodging units used for the purpose of accommodating transient guests whether designated as a motel, hotel, inn, motor lodge or otherwise.

*Number* means the singular or plural number each includes the other unless expressly excluded.

*Parking space* means a vehicular storage space of no less than ten feet by 20 feet, plus the necessary access space. The term "parking space" shall always be any dedicated right-of-way.

Confusion over meaning

*Person* includes a firm, partnership, company, organization, trust, association, corporation or any other entity as well as an individual.

*Indoor commercial/Public recreation use* means any recreation activity or amusement open to the general public for a fee, including games of skill, game machines, climbing walls and pool halls.

*Seat* means a chair or other device located either inside or outside of a restaurant where patrons are served. Where larger seats are used, such as benches or other means, each 18 inches of width shall constitute a seat.

*Shall, may.* The term "shall" is mandatory. The term "may" is permissive.

*Sign.*

- (1) The term "sign" means any surface, fabric or device bearing letters, pictorial or sculptured pictures or sculpted matter that is designed to convey information visually and exposed to public view. A sign includes any structures, including billboard or poster panels, that are designed to carry visual information.
- (2) The term "sign" does not include the following in the application of these regulations:
  - a. Signs not exceeding one-square-foot in area and bearing only property numbers, post box numbers, names of occupants of premises, or other identification not having commercial connotations;

HYDE COUNTY CODE – PROPOSED CHANGES BY OPAB

§36-145

- b. Flags and insignia of any government, except when displayed in connection with any commercial promotion;
- c. Legal notices, identification, informational or directional signs erected or required by governmental bodies or public bodies;
- d. Integral decorative or architectural features of buildings, except letters, trademarks, moving parts or moving lights; and
- e. Sign directing and guiding traffic and parking ~~on~~ private property, but bearing no advertising matter.

*Sign area.*

- (1) The term "sign area" means the area of a sign computed as including the entire area within a regular geometric form or combination of regular geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed.
- (2) The term "sign area" does not include frames and structural members not bearing advertising matter.
- (3) The area of a double-faced sign shall be the area of one face of the sign; provided that the two faces are of the same size and are generally parallel to one another with no more than 24 inches between each sign face.

*Structure* means anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground.

*Tense* means the present or past tense and includes the future.

*Use means:*

- (1) Any purpose for which a building or other structure or a tract of land may be designated, arranged, intended, maintained or occupied; or
- (2) Any activity, occupation, business or operation carried on, or intended to be carried on, in a building or other structure or on a tract of land.

*Used or occupied*, as applied to any land or building, includes the terms "intended," "arranged," or "designed to be used or occupied."

*Variance.*

- (1) The term "variance" is a relaxation of the terms of this article as they may apply to a specific property where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of this article would result in an unnecessary and undue hardship. As used in this article a variance is authorized only for the area, and size of the structure or the size of yards and open spaces.
- (2) The term "variance" does not include and will not be granted for:
  - a. The establishment or expansion of any use otherwise prohibited; or
  - b. Because of the presence of nonconformity in other areas.

**Sec. 36-146. Penalty.**

- (a) If the development ordinance enforcement officer finds that any of the provisions of this article are being violated, he shall notify in writing the person responsible for the violation, indicating the nature of the violation and ordering the action necessary to correct it.

~~(b) When a complaint is reviewed and found to be valid, a stop-work notice will be posted on the site and a certified letter will be sent to the violator in question within ten days from the Oconee development ordinance enforcement officer.~~

**Comment [LU5]:** These restrictions and descriptions probably need to be in some other part of the ordinance dealing with the standards for granting a variance.

**Comment [LU6]:** Stop-work orders probably cannot be used for county zoning violations.

HYDE COUNTY CODE – PROPOSED CHANGES BY OPAB

§36-146

~~(e)(b)~~ Under G.S. 153A-123 any person found in violation of this article shall be charged with a ~~fine~~ civil penalty of \$50.00, per day. Each day the violation exists will be a separate offense and an additional \$50.00, per day, will be assessed ~~against~~ the violator.

~~(e)(c)~~ Violations of this article shall be a misdemeanor under G.S. 14-4 and each day the violation continues shall be a separate offense.

~~(e)(d)~~ ~~Notwithstanding the criminal penalties~~ In addition to instituting criminal action, the county may institute a civil action against the offender ~~seeking enforcement by~~ appropriate equitable remedy, injunction and order of abatement, or by any remedy authorized by G.S. 153A-123, as amended.

**Sec. 36-147. Authority; title.**

The county board of commissioners, under the authority granted by G.S. ch. 153A, art. 18 and G.S. 153A-121 through 153A-123, hereby enacts an ordinance which shall be called the "Ocracoke Development Ordinance".

**Sec. 36-148. Purpose.**

The purpose of this article is to promote the public health, safety and general welfare by:

- (1) Regulating the:
  - a. Density of population;
  - b. Size of yards and other open spaces;
  - c. Height, size and location of buildings and other structures;
- (2) To provide for an adequate transportation system; and
- (3) To provide for adequate drainage, water supply and sewage disposal.

**Sec. 36-149. Area.**

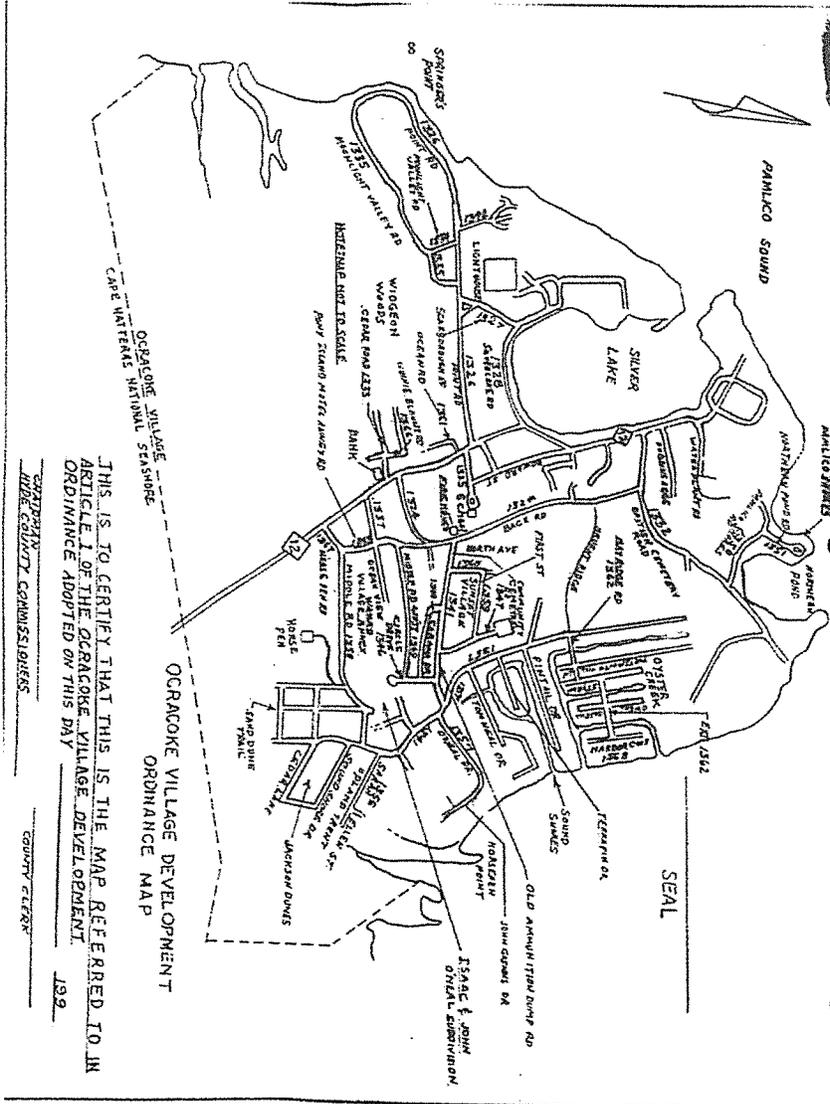
Pursuant to G.S. 153A-342, that part of Ocracoke Island outside the boundaries of the Cape Hatteras National Seashore, including streams, creeks, ponds, harbors and the Pamlico Sound within one-half mile of shore, as shown on the map which is adopted as a part of this article and which shall be identified as the "Ocracoke Development Ordinance Map," is designated as a zoning area. The map shall contain the signatures of the chairman of the county board of commissioners and the clerk to the board together with the county seal and the date of adoption of the ordinance from which this article is derived. The official map shall be maintained in the county building inspector's office, and two official copies shall be retained by the chairman of the board of adjustment, one of which shall be posted at a public place on Ocracoke Island. This article shall apply only within such zoning area.

HYDE COUNTY CODE – PROPOSED CHANGES BY OPAB

§36-149

Hyde County, North Carolina  
Ocracoke Development Ordinance Map

Suggestion to add map 5/8/14



THIS IS TO CERTIFY THAT THIS IS THE MAP REFERRED TO IN  
ARTICLE I OF THE OCRACOKE VILLAGE DEVELOPMENT  
ORDINANCE ADOPTED ON THIS DAY \_\_\_\_\_ 199

\_\_\_\_\_  
HYDE COUNTY COMMISSIONERS  
\_\_\_\_\_  
COUNTY CLERK

HYDE COUNTY CODE – PROPOSED CHANGES BY OPAB

§36-169

Secs. 36-150—36-168. Reserved.

DIVISION 2. - ADMINSTRATIVE AND ENFORCEMENT

Sec. 36-169. Appointment of development ordinance officer.

The county board of commissioners shall appoint a development ordinance enforcement officer who shall be responsible for the administration and enforcement of this article.

Sec. 36-170. Permit.

- (a) *Compliance.* After the effective date of the ordinance from which this article is derived, no building or structure shall be constructed, used or occupied and no land shall be used, except in conformity with all applicable requirements of this article.
- (b) *Required.* A development permit shall be required before any land is used or before any building or structure is constructed, moved or modified. A development permit shall be required before changing the use of any building, structure or land.
- (c) *Term.* The development permit shall expire by limitation six months from date it was issued if the work authorized by the permit has not begun. If the work is begun and then discontinued for 12 months, the permit shall expire and no further work shall be performed until a new permit has been secured.

**Comment [LU7]:** Is the development permit something that is separate from a building permit? If so, it might be good to say something about how the two relate to one another.

Sec. 36-171. Application; contents.

An original and two copies of the application and all supporting documents shall be submitted to the building inspector. Each application shall be supported with a plat, plans and additional documentation which shall contain the following:

**Comment [LU8]:** Is the building inspector also the development ordinance enforcement officer?

- (1) A plot plan ~~it should show~~ showing the lot shape, the names of the road on which it is located, if such is named, and the dimensions of the property. The plot plan ~~should~~ shall be drawn to scale and scale shown;
- (2) The location and size of any buildings that are presently located on the lot and shown to scale on the plot plan;
- (3) The location and size of all-propose buildings or alterations, so designated and shown to scale on the plot plan;
- (4) The floor area of each building, existing and proposed. If multistory, show for each floor;
- (5) The proposed use of the land and buildings;
- (6) If parking spaces are required, the required number, shown where they are to be located on the plot plan, and the total area of parking required;
- (7) The area of any surface that is impervious to water, shown on the plot plan;
- (8) If the property is located adjacent to a body of water or marsh area, the distance from the development to the body of water or marsh area is to be shown on the plot plan;
- (9) On a section drawing show by dimension the elevation of the first floor from the average grade of the property, and the heights of the additional floors and roof. Show any allowable structure proposed to extend above the roof line, with its dimensions, including height;
- (10) The number of families, housekeeping units, or rental units the building is designed to accommodate;
- (11) Approval of the method for sewage disposal and water supply by the appropriate authority;
- (12) Certification that the applicant will comply with all other laws and regulations which relate to the development of the subject property; and

HYDE COUNTY CODE – PROPOSED CHANGES BY OPAB

§36-171

- (13) Any additional information which may be required to determine conformance with and to provide for the enforcement of this article.

**Sec. 36-172. Permit procedure.**

(a) *Standard procedure.*

- (1) An original and the application, plans and all additional information submitted shall be filed with the building inspector. ~~The building inspector shall set the date for posting in the Ocracoke Post Office the information concerning the application a minimum of three days after the documents are placed in the mail to the development ordinance enforcement officer.~~
- (2) Reserved.
- (3) After a development permit has been issued or denied, any person aggrieved may appeal to the board of adjustment (see section 36-205(a)).
- (4) After deciding upon an application for a permit, the building inspector shall mark the original approved or disapproved, with a signed and dated explanation in the case of disapproval. The original of the application and accompanying documents shall be filed at the building inspection department.

Comment [LU9]: ????

- (b) *When no permit is required.* Before beginning any construction, remodeling or alteration owners are encouraged to contact the building inspection department to discuss the proposed project. The building inspector ~~will~~ shall decide whether a permit is required or not based on the information received.

(Ord. of 4-6-2015(1))

**Sec. 36-173. Nonconforming situations.**

- (a) Within the jurisdiction of this article there presently exist lots, uses and structures with features that were lawful before the ordinance from which this article is derived was adopted or amended, but which do not meet the development standards imposed by this article. These nonconforming situations- features may be continued, but there shall be no enlargement, expansion or increase in the extent of their nonconformity.
- (b) A single-family dwelling may be built on any nonconforming lot which is in existence at the time of the adoption of the ordinance from which this article is derived, if-for which an improvement permit for a sewage disposal system serving the dwelling can be issued by the county health department and if such dwelling complies -but in all other aspects it must comply with this article.
- (c) All other buildings and uses established after the effective date of the ordinance from which this article is derived shall comply with the development standards, unless they qualify for ~~a variance-~~ variances under section 36-206.
- (d) Any ~~destroyed~~-nonconforming building destroyed or damaged by an act of God or natural calamity may be rebuilt to its original dimensions if a permit for rebuilding is applied for within 180 days from the date of destruction. Thereafter, it shall not be rebuilt, except in conformity with the development standards of this article.

**Sec. 36-174. Issuance of certificate of occupancy.**

No building or structure shall be occupied, nor shall a use of land be initiated until a certificate of occupancy is issued by the building inspector showing compliance with the North Carolina State Building Code, the development regulations of this article, Coastal Area Management Act regulations, and any other State or local laws applicable to the work. All required improvements shall be completed installed in concurrence with the building permit prior to the issuance of an occupancy permit, including site improvements. The building inspector and the Ocracoke development ordinance enforcement officer shall both approve the certificate of occupancy before it is issued.

- (1) Table of development standards. The following development standards are adopted for the classes

HYDE COUNTY CODE – PROPOSED CHANGES BY OPAB  
indicated:

## Lois Stotesberry

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**From:** Lois Stotesberry <lstotesberry@hydecountync.gov>  
**Sent:** Tuesday, June 23, 2015 8:58 AM  
**To:** 'Sarah Johnson'  
**Subject:** RE: Ocracoke Development Ordinance draft document?  
**Attachments:** ORDINANCE TO AMEND CHAPTER 36-145 (2) and REMOVE SEC. 36-229 (B) - ODO.doc

Sarah,

I don't have a word document for the ODO. I have attached an amendment if you'd like to use it for an example when you make the changes.

Thank you,

*Lois Stotesberry, CMC, NCCCC  
Administrative Assistant/ Clerk to the Board of Commissioners  
County of Hyde, PO Box 188, 30 Oyster Creek Road, Swan Quarter, NC 27885  
Tel: 252-926-4178 Fax 252-926-3701 E-mail: [lstotesberry@hydecountync.gov](mailto:lstotesberry@hydecountync.gov)*

**From:** [sarahreecejohnson@gmail.com](mailto:sarahreecejohnson@gmail.com) [<mailto:sarahreecejohnson@gmail.com>] **On Behalf Of** Sarah Johnson  
**Sent:** Tuesday, June 23, 2015 8:46 AM  
**To:** Lois Stotesberry  
**Subject:** Ocracoke Development Ordinance draft document?

Hey good morning Lois,

The Ocracoke Planning Board has been working through the entire ODO line-by-line to see if there are any revisions to be made. (They're supposed to review the document every 5 years.) They've finally finished and have some minor language changes. I want to create a new draft document with all those changes so they can easily compare the current ODO to their proposed ODO.

Do you have a word document of the ordinance that I could edit easily? I'm trying to avoid typing the whole thing by hand.

Thanks,

Sarah Johnson  
Hyde County Public Information Officer  
[sarah.johnson@hydecountync.gov](mailto:sarah.johnson@hydecountync.gov)  
(252) 542-0842

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

**Meeting Date:** December 7, 2015  
**Presenter:** County Manager Bill Rich  
**Attachment:** Yes

**ITEM TITLE:** REQUEST TO REQUIRE OCRACOKE PLANNING ADVISORY BOARD AND THE OCRACOKE BOARD OF ADJUSTMENTS (VARIANCE BOARD) CONDUCT JOINT MEETINGS

**SUMMARY:** By Resolution adopted November 5, 2015 by the Ocracoke Planning Advisory Board request has been presented for the Hyde County Board of Commissioners to require the Ocracoke Planning Advisory Board and the Ocracoke Board of Adjustment (Variance Board) conduct joint meetings a minimum of three (3) times a calendar year.

**RECOMMEND:** Discussion and possible action

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

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

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

# Ocracoke Planning Advisory Board

## Board Members

Corky Pentz, Chair  
Butch Bryan, Co-Chair  
Amy Srail Johnson  
Tom Payne  
Jerry Midgett  
Sharon Justice  
Benji Hart

John Fletcher  
County Commissioner, Ocracoke

Sarah Johnson  
County PIO



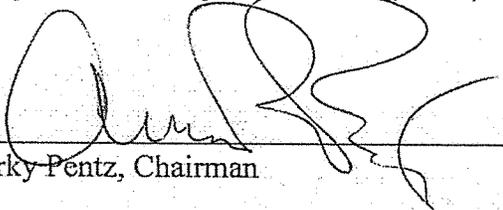
## Resolution In Support Of Triannual Joint Meetings Of The Ocracoke Planning Advisory Board And The Ocracoke Board Of Adjustment

**WHEREAS**, the Ocracoke Development Ordinance is reviewed by the Ocracoke Planning Advisory Board and enforced, in part, by the Ocracoke Board of Adjustment (Variance Board).

**WHEREAS**, the Ocracoke Board of Adjustment (Variance Board) should be aware of any adopted changes or amendments to the Ocracoke Development Ordinance, including proposed changes or amendments by the Ocracoke Planning Advisory Board.

**NOW, THEREFORE, BE IT RESOLVED** the Ocracoke Planning Advisory Board requests the Hyde County Board of Commissioners require the Ocracoke Planning Advisory Board and the Ocracoke Board of Adjustment (Variance Board) conduct joint meetings a minimum of three times a calendar year.

Adopted this 5<sup>th</sup> day of November, 2015, in Ocracoke, North Carolina.

  
Corky Pentz, Chairman

  
Sarah Johnson, Secretary

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

**Meeting Date:** December 7, 2015  
**Presenter:** Dr. Randolph Latimore  
**Attachment:** No

**ITEM TITLE:** REQUEST FOR FUNDING THREE TEACHER ASSISTANT POSITIONS – CONTINUE DISCUSSION

**SUMMARY:** At the November 2<sup>nd</sup> Board of Commissioners meeting, Superintendent Dr. Randolph Latimore presented Hyde County School’s Board of Education Update. Dr. Latimore announced the Department of Public Instruction (DPI) has reported Mattamuskeet Early College High School (MECHS) has the second highest graduation rate in North Carolina at 94.7%. He reported the Hyde County Board of Education has approved his request to request funding for three (3) teacher assistant positions from the Hyde County Board of Commissioners. The positions will be designated one (1) for Ocracoke School and two (2) for Mattamuskeet Elementary School. The positions will be assigned to the early elementary grades. The additional revenue that is being requested is \$111,000.00 based on the average cost for a person in this position being \$37,000.00.

After additional clarification and discussion the Hyde County Board of Commissioners decided to table the discussion and bring it back at the next regularly scheduled Board meeting on December 7, 2015.

**RECOMMEND:** Continue discussion.

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

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

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

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

**Meeting Date:** December 7, 2015  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes

**ITEM TITLE:** Revolving Loan Request – Michael Casper, DBA Lake Landing Trucking

**SUMMARY:** Michael & Jennie Casper would like to start up a new business, Lake Landing Trucking, a trucking company that will provide transportation of goods locally and across the United States. Mr. Casper is requesting \$30,000.00 from the Hyde County Golden Leaf Revolving Loan fund to purchase the truck and trailer and acquire all permits and licenses. The total cost of the project is approximately \$70,000.00. Mr. Casper has secured additional funding from cash on hand and a private donor. Mr. Casper plans to drive the truck himself and eventually hire a bookkeeper/dispatcher. In addition to cross-county hauling for local grain companies, Mr. Casper plans to haul for local farmers, which will benefit the local economy. Mr. Casper has already established some broker contacts through Jennie’s employment with Blacklands Trucking, LLC. Between hauling for brokers and seasonal hauling for the local farmers, Mr. Casper anticipates operating the trucking business year round.

Mr. Casper has requested a loan term of 7 years, with monthly payments of \$396.40 at 3.00% interest. The loan will be secured by the truck and trailer which will be used in the business.

We are requesting approval of this loan request, contingent upon final approval by the Revolving Loan Committee.

**RECOMMEND:** APPROVE THE REVOLVING LOAN REQUEST OF \$30,000.00 TO MICHAEL CASPER, DBA LAKE LANDING TRUCKING TO BE CONTINGENT UPON FINAL APPROVAL BY THE RLF COMMITTEE.

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**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.

# Lake Landing Trucking

## Business Brief

My wife, Jennie, and I would like to start up Lake Landing Trucking, that would transport goods safely, securely and in a timely manner. I have been a part time truck driver for 10 years, mostly for the farms that I have worked on but I have also been used as a fill in driver for others. Jennie has worked with trucking companies in her past jobs and she is currently the dispatcher and administrative assistant to Blackland Trucking, LLC. By creating this business it will allow us to create two job openings. Right now we have one driver lined up to start working once we have been approved for this loan to start the business. He has had his CDL's for a few years and has driven a truck all over the United States. By working with companies such as Cherry Seed Farm, Lake Phelps Grain, Murphy Brown and many others we should be able to turn \$10,000 a month.

By having Lake Landing Trucking located in Hyde County it would benefit the local farmers by providing a truck that is easily accessible saving them time and money to pick up loads of grain. Because of how the selling of grain happens, we will be able to keep the truck running year round between all of these companies.

According to [startubizhub.com](http://startubizhub.com) the trucking industry in the United States can generate as much as \$346 billion in annual gross profit. A trucking business provides enormous opportunity for growth and expansion. It also provides job security, there is such a large volume of goods, medicines, food and manufactured products that have to be moved, that the U.S. economy has to be dependent on the service of truckers. The demand for trucking is currently on the rise. The U.S. Department of Labor predicts that employment for truck drivers will increase 21% between 2010 and 2020.

Based on our experience and relationships we have established with different brokers, we would be able to have our truck running in 10 days generating revenue. We have already reached out to brokers about the company and are eager to have us begin hauling for them. As a new company our MC # will be free of any blemishes that are caused by tickets, log books not kept, up, running longer than the law allows. These items and many others go against your MC # and a lot of brokers will not use your company if you have a certain amount of points. Our driving record is clean and that plays a big part in getting loads with certain companies. We will strive to maintain this blemish free record.

When we are approved for this loan, we intend to start the business by December 1<sup>st</sup> with our first load being booked no later than December 15<sup>th</sup>. By approving this loan we will be able to create two new jobs, start a new business in Hyde County, and allow other businesses in Hyde County to increase profits by receiving a faster delivery time.

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

**Meeting Date:** December 7, 2015  
**Presenter:** County Manager Bill Rich  
**Attachment:** Yes

**ITEM TITLE:** MCCLEES CONSULTING CONTRACT RENEWAL

**SUMMARY:** The December 1, 2014 Contract for Services with McClees Consulting, Inc. is expired. The fee to be paid is \$27,500.00 with the first payment due on January 10, 2016.

**RECOMMEND:** Discussion and possible action.

---

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

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

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

STATE OF NORTH CAROLINA  
COUNTY OF PAMLICO

**CONTRACT AND AGREEMENT  
FOR SERVICES BY  
INDEPENDENT CONTRACTOR**

THIS CONTRACT AND AGREEMENT for services by an independent contractor (herein referred to as the "Contract") is made and entered into this 1<sup>st</sup> day of December, 2014, by and between HYDE COUNTY, NORTH CAROLINA (herein "Client") and McCLEES CONSULTING, INC. (herein "Consultant").

**BACKGROUND**

Client is a duly organized county of the State of North Carolina, and having as its principal address: 30 Oyster Creek Road, PO Box 188, Swan Quarter, NC 27885.

Consultant is a corporation, incorporated and operating under the laws of North Carolina, and having as its principal address: 45 White Farm Road, PO Box 430, Oriental, NC 28571.

Client is in need of the expertise and services of Consultant to lobby on behalf of Client, to include but not be limited to transportation issues, including but not limited to ferry toll issues, educational issues, mariculture issues, and other issues as directed by the County Manager. Consultant has experience in lobbying, is familiar with the goals of Client,

and has skills, knowledge, abilities, and experience to benefit Client.

The parties desire to enter into this lobbying agreement.

THEREFORE, in consideration of the premises and of the agreements, stipulations, and covenants herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Consultation.

(a) Client hereby engages Consultant to render lobbying services on transportation issues, educational issues, and such other economic development and lobbying issues as may be directed by Client; and, Consultant agrees to provide such services upon the terms and conditions of this Contract.

(b) Consultant is being retained because of the personal skills, expertise, and experience of Joseph D. McClees and S. Henri McClees. All services to be performed under this Contract shall be performed personally by Joseph D. McClees with the assistance of S. Henri McClees, Attorney at Law.

(c) Consultant shall report to the Hyde County Manager and the Chairman of the Hyde County Board of Commissioners.

2. Term. The term of the Contract shall begin on the first day of January, 2015 and shall continue through the thirty-first day of December, 2015.

3. Consulting Fees.

(a) The fee to be paid to Consultant is the sum of Twenty Five Thousand Dollars (\$25,000.00), payable with a payment of Fifteen Thousand Dollars (\$15,000.00) on or before the tenth day of January, 2015 and payments of Five Thousand Dollars on or before the tenth day of February, 2015 and the tenth day of March, 2015. All monies due under this Contract shall have been paid in full on or before the tenth day of March, 2015.

(b) Consultant shall receive no reimbursement for costs or expenses incurred in the State of North Carolina; PROVIDED, HOWEVER, Client shall pay for lobbyists and principal registration fees to be paid to the NC Office of the Secretary of State. These fees totaling Four Hundred Fifty Dollars (\$450.00) are payable at the time of the execution of this Contract, and in any event on or before the tenth day of January, 2015.

(c) In the event Consultant is specifically directed to lobby in Washington, DC on federal issues for Hyde County,

Consultant will be reimbursed for reasonable expenses actually incurred, including transportation, lodging, and meals during such federal lobbying activities. Consultant shall submit an invoice with receipts and written documentation regarding such out of state expenditures.

4. Independent Contractor. The parties agree the relationship of Consultant with Client is that of independent contractor. Except as provided herein, neither party shall exercise any control over the activities and operations of the other. Neither Client nor Consultant is liable or responsible for the acts, omissions, or defaults of the other in any manner. Joseph D. McClees and S. Henri McClees shall not be considered, under the provisions of this Contract or otherwise, to be employees of Client for any purpose whatsoever.

5. Applicable Law. The laws of North Carolina shall govern this Contract.

6. Entire Agreement; Amendment. This Contract supersedes all prior understandings and agreements and informal working arrangements between the parties, written and oral. This Contract may not be amended orally, but only by a writing duly executed by both parties.

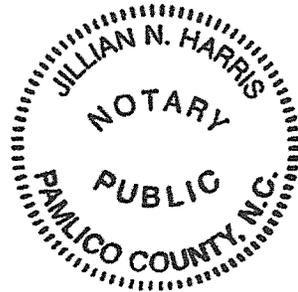
STATE OF NORTH CAROLINA  
COUNTY OF Pamlico

I, Jillian N. Harris,  
a Notary Public in and for the said County and State, do hereby  
certify that JOSEPH D. McCLEES, President and S. HENRI MCCLEES,  
Secretary of McClees Consulting, Inc., respectively, both known  
to me, each appeared before me this date and acknowledged the  
due execution of the foregoing contract.

WITNESS my hand and notarial seal this the 18 day of  
December, 2014.

Jillian N. Harris  
Notary Public

My commission expires:  
November 7, 2018



IN WITNESS WHEREOF, the parties have executed this Contract  
the day and year first written above.

COUNTY OF HYDE, NORTH CAROLINA

By Barry Swindell  
Chairman of the Board  
Hyde County Commissioners

Attest:

Lois Stotesberry, Clerk  
Officer  
(SEAL)

McCLEES CONSULTING, INC.

By Joseph D. McClees  
Joseph D. McClees, President

Attest:

S. Henri McClees  
S. Henri McClees, Secretary  
(CORPORATE SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF Hyde

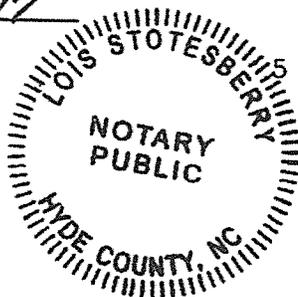
I, Lois Stotesberry, a Notary Public in  
and for the said County and State, do hereby certify that  
Barry Swindell, personally known to me, appeared before  
me as the duly authorized officer and agent of Hyde County, NC  
on this date and acknowledged the execution of the foregoing  
contract.

WITNESS my hand and notarial seal this the 1st day of  
December, 2014.

Lois Stotesberry  
Notary Public

My commission expires:

December 30, 2017



STATE OF NORTH CAROLINA  
COUNTY OF PAMLICO

CONTRACT AND AGREEMENT  
FOR SERVICES BY  
INDEPENDENT CONTRACTOR

THIS CONTRACT AND AGREEMENT for services by an independent contractor (herein referred to as the "Contract") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between HYDE COUNTY, NORTH CAROLINA (herein "Client") and McCLEES CONSULTING, INC. (herein "Consultant").

BACKGROUND

Client is a duly organized county of the State of North Carolina, and having as its principal address: 30 Oyster Creek Road, PO Box 188, Swan Quarter, NC 27885.

Consultant is a corporation, incorporated and operating under the laws of North Carolina, and having as its principal address: 45 White Farm Road, PO Box 430, Oriental, NC 28571.

Client is in need of the expertise and services of Consultant to lobby on behalf of Client regarding issues including, but not be limited to, transportation issues, ferry toll issues, education issues, mariculture issues, and other issues as directed by the County Manager. Consultant has experience in lobbying, is familiar with the goals of Client,

and has skills, knowledge, abilities, and experience to benefit Client.

The parties desire to enter into this lobbying agreement.

THEREFORE, in consideration of the premises and of the agreements, stipulations, and covenants herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Consultation.

(a) Client hereby engages Consultant to render lobbying services on transportation issues, ferry toll issues, educational issues, and such other economic development and lobbying issues as may be directed by Client; and, Consultant agrees to provide such services upon the terms and conditions of this Contract.

(b) Consultant is being retained because of the personal skills, expertise, and experience of Joseph D. McClees and S. Henri McClees. All services to be performed under this Contract shall be performed personally by Joseph D. McClees with the assistance of S. Henri McClees, Attorney at Law.

(c) Consultant shall report to the Hyde County Manager and the Chairman of the Hyde County Board of Commissioners.

2. Term. The term of the Contract shall begin on the first day of January, 2016 and shall continue through the thirty-first day of December, 2016.

3. Consulting Fees.

(a) The fee to be paid to Consultant is the sum of Twenty Seven Thousand Five Dollars (\$27,500.00), payable with a payment of Fifteen Thousand Dollars on or before the tenth day of January, 2016, and, further, payments of Five Thousand Dollars on or before the tenth day of February, 2016 and the tenth day of March, 2016, and a final payment of Two Thousand Five Hundred Dollars on or before the tenth day of April, 2016. All monies due under this Contract shall have been paid in full on or before the tenth day of April, 2016.

(b) Consultant shall receive no reimbursement for costs or expenses incurred within the State of North Carolina; PROVIDED, HOWEVER, Client shall pay for lobbyists and principal registration fees to be paid to the NC Office of the Secretary of State. These annual fees totaling Seven Hundred Fifty Six Dollars (\$756.00) are payable at the time of the execution of this Contract, and in any event on or before the tenth day of January, 2016. Consultant shall prepare all necessary lobbying registration and expense documentation during the year, and the

County Manager shall execute the said documentation on behalf of the Client.

(c) In the event Consultant is specifically directed by Client to lobby in Washington, DC on federal issues, Client agrees to reimburse Consultant for all reasonable expenses incurred, including transportation, mileage, taxis, lodging, and meals during such federal lobbying activities. Consultant shall submit timely invoices with receipts regarding such out of state expenditures.

4. Independent Contractor. The parties agree the relationship of Consultant with Client is that of independent contractor. Except as provided herein, neither party shall exercise any control over the activities and operations of the other. Neither Client nor Consultant is liable or responsible for the acts, omissions, or defaults of the other in any manner. Joseph D. McClees and S. Henri McClees shall not be considered, under the provisions of this Contract or otherwise, to be employees of Client for any purpose whatsoever.

5. Applicable Law. The laws of North Carolina shall govern this Contract.

6. Entire Agreement; Amendment. This Contract supersedes all prior understandings and agreements and informal working

arrangements between the parties, written and oral. This Contract may not be amended orally, but only by a writing duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written above.

COUNTY OF HYDE, NORTH CAROLINA

By \_\_\_\_\_  
Chairman of the Board  
Hyde County Commissioners

Attest:

\_\_\_\_\_  
Officer  
(SEAL)

McCLEES CONSULTING, INC.

By \_\_\_\_\_  
Joseph D. McClees, President

Attest:

\_\_\_\_\_  
S. Henri McClees, Secretary  
(CORPORATE SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the said County and State, do hereby certify that \_\_\_\_\_, personally known to me, appeared before me as the duly authorized officer and agent of Hyde County, NC on this date and acknowledged the execution of the foregoing contract.

WITNESS my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

My commission expires:  
\_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF PAMLICO

I, \_\_\_\_\_,  
a Notary Public in and for the said County and State, do hereby  
certify that JOSEPH D. McCLEES, President and S. HENRI MCCLEES,  
Secretary of McClees Consulting, Inc., respectively, both known  
to me, each appeared before me this date and acknowledged the  
due execution of the foregoing contract.

WITNESS my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

My commission expires:  
\_\_\_\_\_

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

**Meeting Date:** December 7, 2015  
**Presenter:** Kris Cahoon Noble  
**Attachment:** No

**ITEM TITLE:** Beach Access

**SUMMARY:** Kris will give an update on beach access at Ocracoke.

**RECOMMEND:** DISCUSSION

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**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:** December 7, 2015  
**Presenter:** County Manager Bill Rich  
**Attachment:** Yes

**ITEM TITLE:** PILT PROGRAM FY2015-16 FUNDING

**SUMMARY:** Hyde County is just one of nearly 1,900 counties in 49 states and three U.S. territories that receive PILT funding. The federal government owns approximately 28 percent of all land in the U.S., and these lands are not taxable by local governments. PILT helps to offset these losses in tax revenues and help communities provide essential services to federal employees and families, the public and users of public lands.

Without the certainty of full funding for the PILT program, Hyde County will be unable to provide their residents with essential services such as education, law enforcement, rescue, road maintenance and public health. Full-funding in FY16 for the PILT program is essential to provide our counties with the certainty they need to plan their own 2016 budgets.

**RECOMMEND:** Discussion and possible action.

---

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

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

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

# COUNTY OF HYDE

## Board of Commissioners

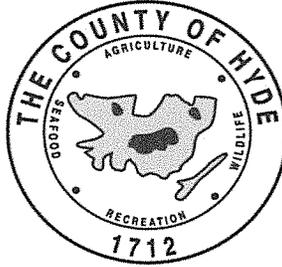
Barry Swindell, Chair  
Earl Pugh, Jr., Vice-chair  
Ben Simmons  
John Fletcher  
Dick Tunnell

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

Bill Rich  
County Manager

Fred Holscher  
County Attorney

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board



November 17, 2015

Senator Richard Burr  
100 Coast Line St., Room 210  
Rocky Mount, NC 27804

Senator Thom Tillis  
United States Senate  
G55 Dirksen Senate Office Building  
Washington, D.C. 20510-3309

Representative Walter Jones  
2333 Rayburn House Office Building  
Washington, DC 20515

Representative G. K. Butterfield  
2305 Rayburn House Office Building  
Washington, DC 20515

**Dear Senators Burr and Tillis and  
Representatives Jones and Butterfield,**

Hyde County urges Congress to extend mandatory funding for the Payment in Lieu of Taxes program for FY 2015 and to develop a permanent funding solution. Hyde County receives PILT funding and relies on these funds as a huge percentage of our county is in the National Park Service. Counties provide important services on federal lands and provide essential services to residents and visitors. Hyde County needs its allotted FY2016-PILT funds to continue to provide these services and depend on the PILT funds in our budget.

We respectfully request you sign the bipartisan Crapo-Bennet letter in support of PILT.

Respectfully submitted,

Bill Rich, Manager  
Hyde County Board

Cc: County Commissioners  
County Attorney

## Lois Stotesberry

---

**From:** Bowlen, Joshua <Joshua.Bowlen@mail.house.gov>  
**Sent:** Tuesday, December 01, 2015 3:44 PM  
**To:** 'Lois Stotesberry'  
**Cc:** 'Bill Rich'  
**Subject:** RE: PILT Funding  
**Attachments:** PILT letter to leadership, Nov. 23, 2015.pdf

Thanks for the email. Congressman Jones totally agrees with the County. As requested, he has signed onto the Stewart-Polis letter to House leadership calling for full funding in FY16 for PILT. A copy of that signed letter is attached. Feel free to share the letter with whoever you feel may be interested. If Congressman Jones can be of further service on this or other federal issues, please don't hesitate to let me know.

Best regards,

Joshua Bowlen  
Chief of Staff  
Congressman Walter B. Jones (NC-3)  
(202) 225-3415

---

**From:** Lois Stotesberry [<mailto:lstotesberry@hydecountync.gov>]  
**Sent:** Tuesday, November 17, 2015 4:47 PM  
**To:** Tillis Thom; Bowlen, Joshua; Hernandez, Saul; [john.mcdonald@burr.senate.gov](mailto:john.mcdonald@burr.senate.gov); Leigh Bobbitt  
**Subject:** PILT Funding

Gentlemen,

Letter from County Manager Bill Rich.

Thank you,

*Lois Stotesberry, CMC, NCCCC  
Administrative Assistant/ Clerk to the Board of Commissioners  
County of Hyde, PO Box 188, 30 Oyster Creek Road, Swan Quarter, NC 27885  
Tel: 252-926-4178 Fax 252-926-3701 E-mail: [lstotesberry@hydecountync.gov](mailto:lstotesberry@hydecountync.gov)*

Congress of the United States  
Washington, DC 20515

November 23, 2015

The Honorable Paul Ryan  
Speaker  
United States House of Representatives  
H-232, The Capitol  
Washington, DC 20515

The Honorable Nancy Pelosi  
Democratic Leader  
United States House of Representatives  
H-204, The Capitol  
Washington, DC 20515

Dear Speaker Ryan and Leader Pelosi,

We write today regarding the Payment in Lieu of Taxes (PILT) Program, which for more than 40 years has played a critical role in supporting our local communities. The PILT program provides necessary resources to nearly 1,900 counties across 49 states by offsetting lost property tax revenue due to the presence of tax-exempt federal lands within their jurisdictions. As 2015 comes to an end, we urge you to work in a bipartisan, bicameral fashion to secure full funding for the PILT program for fiscal year (FY) 2016.

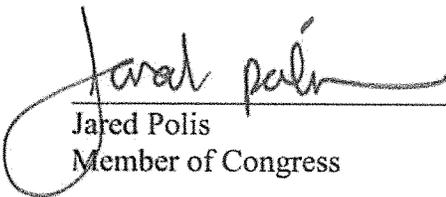
For FY16, the Department of the Interior has estimated \$452 million will be necessary to fully fund PILT payments and ensure the federal government upholds its longstanding obligation to counties with public lands. If we fail to fully fund the PILT program by the end of the year, these counties will be unable to provide essential services – such as education, law enforcement, search and rescue, road maintenance and public health.

Moving forward, we hope Congress can work together to end the ongoing uncertainty our communities face and enact a long-term, sustainable solution to fully fund PILT. However, as the end of the year approaches, our focus needs to be on averting the disaster immediately in front of us and ensuring full funding for PILT through FY16. We have a responsibility to provide counties across the nation with the certainty they need to plan their budgets and maintain essential services.

We appreciate your attention to this important matter and look forward to working with you to see its expeditious resolution.

Sincerely,

  
Chris Stewart  
Member of Congress

  
Jared Polis  
Member of Congress

  
Ben Ray Lujan  
Member of Congress

  
Ann Kirkpatrick  
Member of Congress

  
Doris Matsui  
Member of Congress

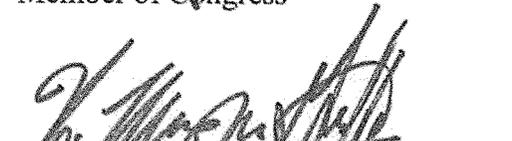
  
Mark Pocan  
Member of Congress

  
Pete Aguilar  
Member of Congress

  
Mark E. Amodei  
Member of Congress

  
Andy Barr  
Member of Congress

  
Dan Benishek, M.D.  
Member of Congress

  
Morgan Griffith  
Member of Congress

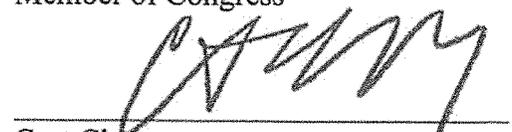
  
Julia Brownley  
Member of Congress

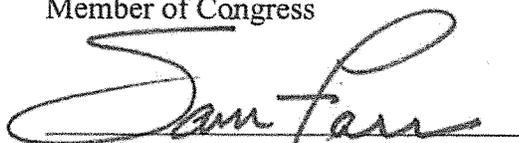
  
Adam Smith  
Member of Congress

  
Lois Capps  
Member of Congress

  
Earl L. 'Buddy' Carter  
Member of Congress

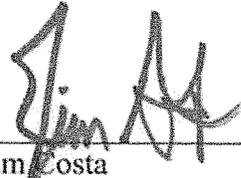
  
Jason Chaffetz  
Member of Congress

  
Curt Clawson  
Member of Congress

  
Sam Farr  
Member of Congress



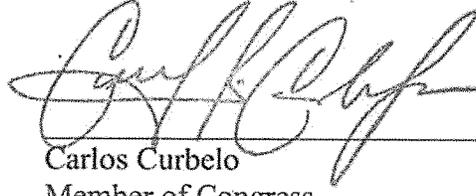
Paul Cook  
Member of Congress



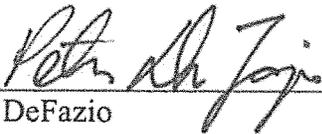
Jim Costa  
Member of Congress



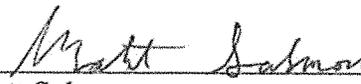
Kevin Cramer  
Member of Congress



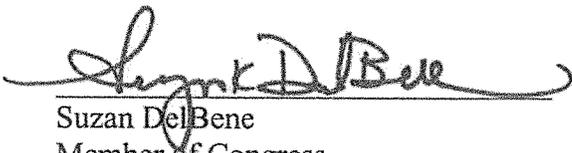
Carlos Curbelo  
Member of Congress



Peter DeFazio  
Member of Congress



Matt Salmon  
Member of Congress



Suzan DelBene  
Member of Congress



Mike Coffman  
Member of Congress



Mo Brooks  
Member of Congress



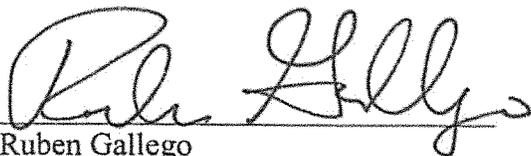
Tom Cole  
Member of Congress



Kurt Schrader  
Member of Congress



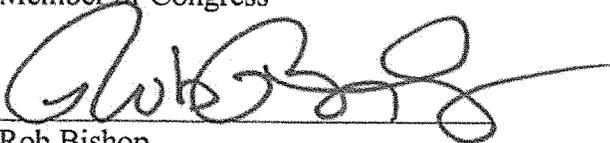
Trent Franks  
Member of Congress



Ruben Gallego  
Member of Congress



John Garamendi  
Member of Congress



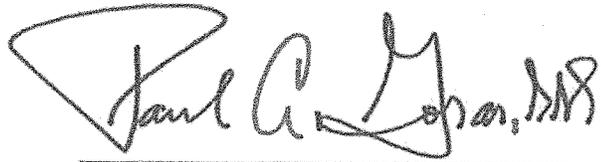
Rob Bishop  
Member of Congress



Louie Gohmert  
Member of Congress



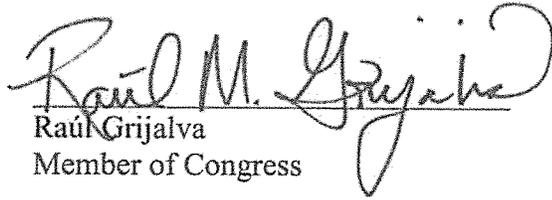
Bob Goodlatte  
Member of Congress



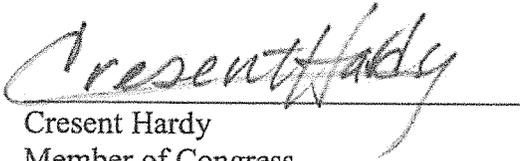
Paul A. Gosar  
Member of Congress



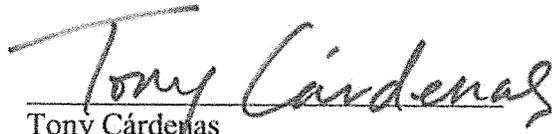
Earl Blumenauer  
Member of Congress



Raúl Grijalva  
Member of Congress



Crescent Hardy  
Member of Congress



Tony Cárdenas  
Member of Congress



Joe Heck  
Member of Congress



Jaime Herrera Beutler  
Member of Congress



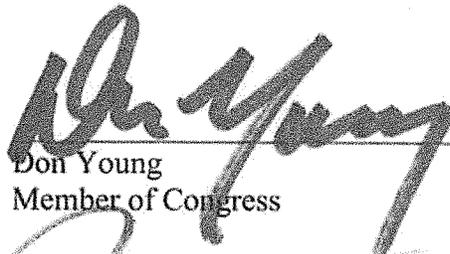
Ryan Zinke  
Member of Congress



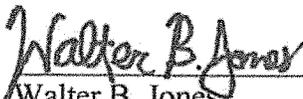
Jared Huffman  
Member of Congress



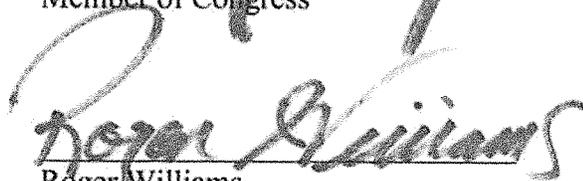
Will Hurd  
Member of Congress



Don Young  
Member of Congress



Walter B. Jones  
Member of Congress



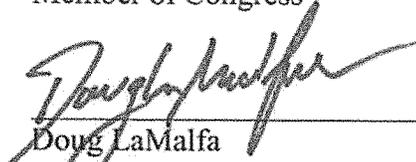
Roger Williams  
Member of Congress



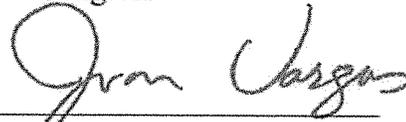
Bruce Westerman  
Member of Congress



Peter Welch  
Member of Congress



Doug LaMalfa  
Member of Congress



Juan Vargas  
Member of Congress



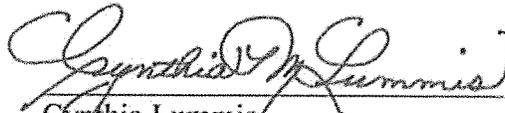
Mia Love  
Member of Congress



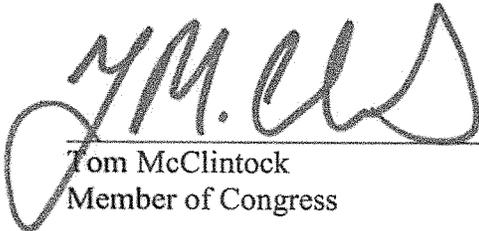
Ben Ray Luján  
Member of Congress



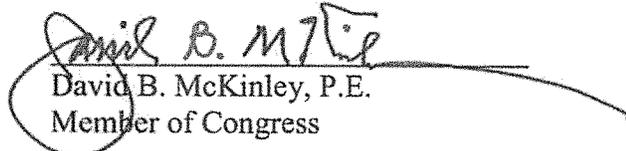
Michelle Lujan Grisham  
Member of Congress



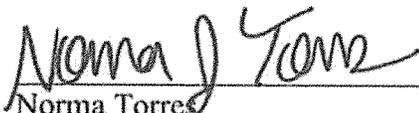
Cynthia Lummis  
Member of Congress



Tom McClintock  
Member of Congress



David B. McKinley, P.E.  
Member of Congress



Norma Torres  
Member of Congress



Martha McSally  
Member of Congress



Dina Titus  
Member of Congress



Dan Newhouse  
Member of Congress



Kristi Noem  
Member of Congress



Richard M. Nolan  
Member of Congress

  
Steven Palazzo  
Member of Congress

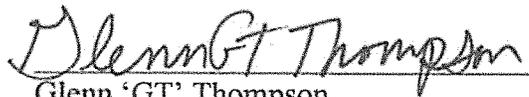
  
Stevan Pearce  
Member of Congress

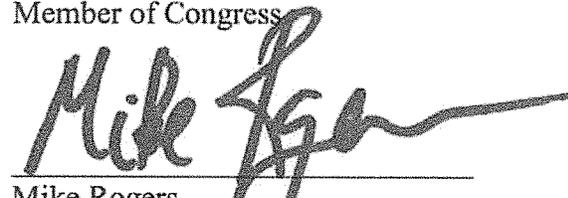
  
Scott R. Tipton  
Member of Congress

  
Scott Peters  
Member of Congress

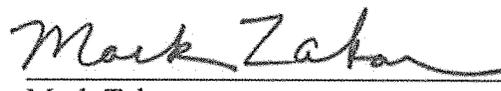
  
Mike Thompson  
Member of Congress

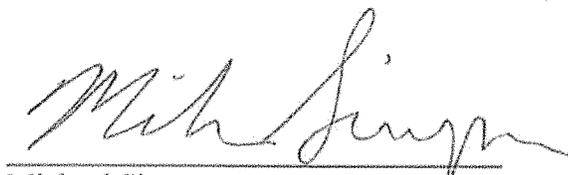
  
Dave Reichert  
Member of Congress

  
Glenn 'GT' Thompson  
Member of Congress

  
Mike Rogers  
Member of Congress

  
Raul Ruiz  
Member of Congress

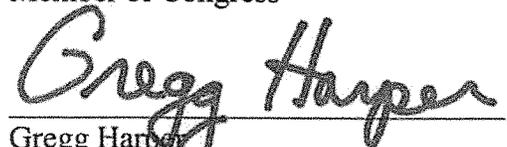
  
Mark Takano  
Member of Congress

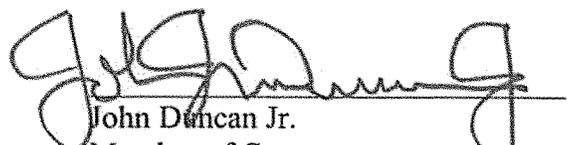
  
Michael Simpson  
Member of Congress

  
Kyrsten Sinema  
Member of Congress

  
Doug Lamborn  
Member of Congress

  
Cathy McMorris Rodgers  
Member of Congress

  
Gregg Harper  
Member of Congress

  
John Duncan Jr.  
Member of Congress



David G. Valadao  
Member of Congress



Suzanne Bonamici  
Member of Congress



Michael M. Honda  
Member of Congress

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

**Meeting Date:** December 7, 2015  
**Presenter:** County Manager Bill Rich  
**Attachment:** Yes

**ITEM TITLE:** HYDE COUNTY FLOUNDER FISHING ECONOMIC IMPACT STATEMENT

**SUMMARY:** Manager Rich will discuss the importance of fishermen and southern flounder fishery's impact on Hyde County economy.

**RECOMMEND:** Receive report.

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

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

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

## Hyde County Flounder Fishing Economic Impact Statement

It would be difficult to understate the importance of the fishermen and the southern flounder fishery's impact on the Hyde County economy. As you may or may not know, Hyde County is a Tier 1, economically distressed County. The County's primary industries are agriculture, commercial fishing, and tourism. The commercial fishermen have contributed more than 7.3 million dollars to the Hyde County and State economy in 2013; 5.6 million of which was flounder. This amount was reduced in 2014 to 4.8 million dollars in flounder.

In fiscal year 2014-2015, Hyde County benefited from the collection of more than \$460,000 in occupancy tax; more than 90 percent of which was collected from Ocracoke Island. Occupancy tax does not take in to account the so-called, and difficult to quantify, day-trippers who travel to the island for a few hours to enjoy shopping and dining in the village (over 300,000 vehicles ferried to and from Ocracoke Island through Hatteras in FY 2014-2015). The southern flounder fishery and local restaurants have a close relationship that provides fresh local caught fish to restaurants at an affordable price that is then passed on to the customers. This relationship between the fishery and local restaurants in turn, creates a closely intertwined relationship between the fish and tourism economies.

It is currently not possible to accurately state the degree to which Hyde County tourism would be negatively impacted by a crippled fish economy. Again, it is impossible to understate the importance and dependence of tourism on the fishing industry. Hyde County has no large scale employers; the entire economy is based on small employers running small scale operations. A negative impact to aquaculture will negatively impact tourism—which accounts for two of the three main industries in Hyde County. It would be difficult to envision a scenario in which the Hyde County economy would not be severely crippled with secondary effects of diminished fish and tourism industries.

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

**Meeting Date:** December 7, 2015  
**Presenter:** County Manager Bill Rich  
**Attachment:** Yes

**ITEM TITLE:** Marine Fisheries/Southern Flounder

**SUMMARY:** Manager Rich will present update on the Marine Fisheries Commission combination of management tools for southern flounder.

**RECOMMEND:** Discussion and possible action.

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

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

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



Release: Immediate  
Date: Nov. 24, 2015

Contact: Patricia Smith  
Phone: 252-726-7021 or 252-342-0642

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**Marine Fisheries Commission chooses combination of management tools for southern flounder**

**MOREHEAD CITY** – In adopting a supplement to the Southern Flounder Fishery Management Plan, the N.C. Marine Fisheries Commission has instituted a combination of size limit changes, modifications to fishing gear allowances, total allowable landings and season closures.

Beginning Jan. 1, 2016, the commercial minimum size limit will go up from 14 inches to 15 inches, making it the same as the recreational fishery.

To minimize regulatory discards with the size limit increase, the commission established a 6-inch minimum mesh size for anchored large-mesh gill nets.

Starting in 2016, a statewide season closure of anchored, large-mesh gill nets will be put in place each year from Oct. 16-Dec. 31. The Dec. 1-31 commercial southern flounder closure will remain in effect this year.

Also beginning in 2016, the recreational southern flounder season will close Oct. 16-Dec. 31 for the hook-and line and gig fisheries.

Flounder pound nets will be subject to a 5 ¾-inch escape panel requirement. Flounder pound nets will also be subject to total allowable landings for different water bodies that represent a 38 percent reduction compared to 2011-2015 pound net landings.

The commercial gig fishery will close when the pound net quota is met.

The N.C. Division of Marine Fishery plans to present information on what the quotas will be under these regulations at the commission's February, 2016 meeting.

In other business, the commission voted to:

- Forward the names of Jack Cox, Kenny Fex, Bernie McCants and Jon Haag to the governor for consideration for nomination to the South Atlantic Fishery Management Council obligatory seat.
- Send a draft amendment to the Oyster and Hard Clam fishery management plans to public comment.
- Approve information updates for the state's Interjurisdictional and Kingfish fishery management plans.
- Approve Amendment 1 to the N.C. Striped Mullet Fishery Management Plan and two associated permanent rules.
- Approve a rule that clarifies mechanical harvesting.
- Send a letter to the governor, the state senate president pro-tem, the speaker of the state house of representatives and all members of the General Assembly requesting consideration of comments from all user groups related to the issuance of a joint enforcement agreement with National Marine Fisheries Service law enforcement.
- Send a draft update to the Coastal Habitat Protection Plan out for public comment.

Audio of the meeting can be found online at <http://portal.ncdenr.org/web/mf/mfc-audio-nov-2015>. For more information, contact Nancy Fish in the Marine Fisheries Commission Office at 252-808-8021 or [Nancy.Fish@ncdenr.gov](mailto:Nancy.Fish@ncdenr.gov).

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

**Meeting Date:** December 7, 2015  
**Presenter:** Commissioner John Fletcher  
**Attachment:** No

**ITEM TITLE:** REQUEST TO MOVE NC HIGHWAY 45 TO US HIGHWAY 264

**SUMMARY:** Commissioner Fletcher will continue discussion on the benefits to Hyde County from moving NC Highway 45 to US Highway 264.

**RECOMMEND:** Discussion.

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

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

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

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

**Meeting Date:** December 7, 2015  
**Presenter:** Will Doerfer, NCACC/ICMA Management Fellow  
**Attachment:** Yes

**ITEM TITLE:** MONTHLY ACTIVITY AND ACCOMPLISHMENT REPORT

**SUMMARY:** This is a monthly report to keep the Board apprised of the activities in which NCACC/ICMA Management Fellow/ Assistant County Manager Doerfer has engaged.

**RECOMMEND:** Receive report.

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

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

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

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

- Ducks Ducks Ducks Ducks!!!
- Continued work on the noise ordinance including community and law enforcement outreach
- Procured services of Lee Padrick with the Rural Economic Development Division of Department of Commerce to conduct Asset Inventory for Hyde County
- Making concerted effort to keep up with news of Northeast NC by reading Washington Daily, Coastland Times, Ocracoke Observer, and Ocracoke Current, as well as following social media outlets
- Initial budget meeting with Corrinne and Bill
- Developed proposal, including cost associated with implementing Office 365 solution
- Research fleet management companies
- Personnel policy review including performance review and appraisal system
- Fuel expenditure report submitted to manager
- Sent out RFP for debris monitoring to newspapers and several companies
- Safety Committee tasks including researching training topics and resources including webinar provided for free by Traveler's Insurance Risk Management
- Discussed broadband and communication issues with assistant Person County manager
- Completed grant management course which provided extensive resources for applying to and managing grant awards
- Drafted speech for Bill to present to Marine Fisheries Commission
- Conduct outreach and research with USDA and NCWRC to develop permit application for removing Ducks
- Developing community garden plan and budget with the community garden committee. Looking for volunteers to participate in a community garden advisory board
- Contact Elizabeth City regarding duck depredation
- Working closely with health department on Ocracoke EMS site issues regarding septic tank. Also put water and electricity under Hyde County
- Attended POD planning meeting

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

**Meeting Date:** December 7, 2015  
**Presenter:** County Manager Bill Rich  
**Attachment:** No

**ITEM TITLE:** CLOSED SESSION MINUTES

**SUMMARY:** Manager Rich will discuss release of closed session minutes in accordance with NCGS143-318.10(e).

**RECOMMEND:** Discussion and possible action.

---

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

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

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