

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

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

**ITEM TITLE:** OPENING

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

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

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

**ITEM TITLE:** CONSIDERATION OF AGENDA

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

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

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

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

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

# AGENDA

## HYDE COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING

MONDAY, FEBRUARY 3, 2020 – 6:00 PM

CALL TO ORDER

CONSIDERATION OF AGENDA

CONSIDERATION OF MINUTES

December 2, 2019

- Regular Meeting Minutes – Ratify to Include State of Emergency Amendment No. 9

January 6, 2020

- Regular Meeting Minutes

PUBLIC HEARINGS (none)

PRESENTATIONS

- 1) First National Bank Update & Re-assessments ..... Monika Caja-Lorke
- 2) Tax Collections Report – January 2020 ..... Linda Basnight
- 3) HCHD Grant Funding Update ..... Luana Gibbs & Anna Schaffer

RECOGNITION OF EMPLOYEE/ VOLUNTEER/ FRIEND OF HYDE COUNTY

- 1) UMCOR ..... Justin Gibbs

PUBLIC COMMENTS

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

**ITEMS OF CONSIDERATION**

- 1) Lake Mattamuskeet Watershed Restoration Project ..... Daniel Brinn
  - Infrastructure Grant Agreement
  - Project Budget Ordinance for an Infrastructure Grant
  
- 3) Per Diem Mileage Rates ..... Corrinne Gibbs
  
- 4) Travel Trailer Update OSBM ..... Justin Gibbs

**BUDGET MATTERS**

**Health Department**

- BR10-20 – Grant Funding Received ..... \$44,383.00

**MANAGEMENT REPORTS**

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

**PUBLIC COMMENTS**

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

**CLOSED SESSION (discussion and possible action if required)**

**ADJOURN**

**SUPPLEMENTAL INFORMATION**

**Department Reports**

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

**Informational Items**

- 1) Beaufort County – Resolution In Support of The 2<sup>nd</sup> Amendment and Possible Actions
- 2) McDowell County – Resolution Declaring McDowell County a 2<sup>nd</sup> Amendment Sanctuary
- 3) Currituck County – Resolution In Support of Rights Afforded By The 2<sup>nd</sup> Amendment

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

**Meeting Date:** February 3, 2020  
**Presenter:** Lois Stotesberry, Clerk  
**Attachment:** Yes

**ITEM TITLE:** CONSIDERATION OF MINUTES

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

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

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

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

**VOTE:**  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

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

**Meeting Date:** February 3, 2020  
**Presenter:** County Manager Kris Cahoon Noble  
**Attachment:** Yes

**ITEM TITLE:** Ratify Hurricane Dorian Proclamations

**SUMMARY:** Resolution to ratify proclamations enacted by Chairman Pugh on behalf of the Hyde County Board of Commissioners during a declared “State of Emergency – Hurricane Dorian”.

- Proclamation - State of Emergency for Hyde County – Lifting the Mandatory Ocracoke Visitor Evacuation Order – Amendment No. Nine

**RECOMMEND:** Adopt.

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MOTION MADE BY:  PUGH  
 PAHL  
 SIMMONS  
 SWINDELL  
 TOPPING

MOTION SECONDED BY:  PUGH  
 PAHL  
 SIMMONS  
 SWINDELL  
 TOPPING

VOTE:  PUGH  
 PAHL  
 SIMMONS  
 SWINDELL  
 TOPPING



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

**RESOLUTION**

**TO FURTHER RATIFY BOARD ACTION RELATED TO HURRICANE DORIAN**

**WHEREAS**, the Board of County Commissioners of Hyde County, North Carolina desires to further ratify the actions taken by the Chairman on behalf of the Board, and;

**WHEREAS**, during Hurricane Dorian the Chairman of the Board of Commissioners acted for the Board by adoption of the following proclamations:

- **Proclamation – State of Emergency for Hyde County Hurricane Dorian**
- **Amended Proclamation – State of Emergency for Hyde County – Mandatory Evacuation of Ocracoke Island**
- **Amended Proclamation - State of Emergency for Hyde County – Mandatory Evacuation of Hyde County**
- **Amended Proclamation - State of Emergency for Hyde County – Termination of The Mainland Hyde County Evacuation**
- **Amended Proclamation - State of Emergency for Hyde County – Termination of The Mandatory Evacuation for Ocracoke Residents**
- **Amended Proclamation – State of Emergency for Hyde County – Termination of The Mandatory Evacuation for Non-Resident Property Owners**
- **Resolution to Ratify Proclamations Enacted by Chairman Pugh on Behalf of the Hyde County Board of Commissioners during a declared “State of Emergency – Hurricane Dorian”**
- **Amended Proclamation – State of Emergency for Hyde County – Lifting The Curfew for Ocracoke – October 30, 2019**
- **Resolution to Ratify Proclamations Enacted by Chairman Pugh on Behalf of the Hyde County Board of Commissioners during a declared “State of Emergency – Hurricane Dorian”**

**WHEREAS**, the Board of County Commissioners of Hyde County, North Carolina desires to further ratify the actions taken by the Chairman on behalf of the Board on December 2, 2019 by adoption of the following proclamation:

- **Amended Proclamation – State of Emergency for Hyde County – Lifting The Mandatory Ocracoke Visitor Evacuation Order**

**NOW, THEREFORE, BE IT RESOLVED** that the actions taken by Chairman Earl Pugh, Jr. on September 1 – December 2, 2019, which are detailed above, are hereby ratified.

Duly adopted the 3<sup>rd</sup> day of February, 2020.

**Attest:**

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Lois Stotesberry, Clerk  
Hyde County Board of Commissioners

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

## Regular Meeting Minutes

### **Board of County Commissioners Hyde County**

**Monday, January 6, 2020**

Chairman Earl Pugh called the Regular Meeting of the Hyde County Board of Commissioners to order at 6:03pm on Monday, January 6, 2020, in the Hyde County Government Center, Multi-Use Room, and the Ocracoke School Commons Room using electronic conferencing equipment.

The following members were present on the mainland: Chairman Earl Pugh, Jr.; Commissioners Ben Simmons, James Topping and Shannon Swindell; County Attorney Fred Holscher; County Manager Kris Cahoon Noble; Deputy Clerk to the Board Rosemary Johnson; and, members of the public.

The following members were present on Ocracoke: Vice-Chairman Tom Pahl, Teresa Adams, and members of the public.

Following opening prayer by Commissioner Earl Pugh, Jr. and pledge of allegiance the meeting was called to order.

Chairman Pugh acknowledged a special guest in the audience, Field Representative for Senator Richard Burr, Ms. Betty Jo Shepherd.

#### Agenda:

County Manager Noble requested that 2 new positions for the Health Dept. and budgetary adjustments from Luana Gibbs be added to the agenda.

Commissioner Swindell moved to approve the January 6, 2020 Meeting Agenda as presented with addition of the Health Department items noted above. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Swindell, Pugh, Simmons, Pahl, and Topping; Nays – None.

#### Consideration of Minutes:

With no corrections or additions noted, Commissioner Pahl moved to approve the Organizational meeting and Regular Meeting minutes for December 2, 2019 as presented. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pahl, Pugh, Simmons, Topping and Swindell; Nays – None.

#### Presentations:

Ms. Linda Basnight, Tax Administrator, presented the January 2020 tax collection report, along with supplemental information requested by the County Manager. The supplemental information was a comparison of tax collections for the years 2018 and 2019. Ms. Basnight stated that tax levies for 2019 were slightly more than for 2018, but collections have also been more successful due to the efforts by the County Attorney to collect back taxes. Mr. Justin Gibbs' discussed the supplemental information in more detail, relating that in spite of the damages that Ocracoke sustained from Hurricane Dorian, the county has still come out ahead on tax collection by \$28,000.

Commissioner Topping stated citizens have approached him and told him of errors on some of the tax bills that were mailed out. Ms. Basnight assured Commissioner Topping and the board that errors are being corrected as they are discovered or reported. Vice-Chairman Pahl also noted that he would have liked to receive the supplemental information earlier so that he could have more time to review it. The supplemental information was not an action item, it was for information only. Manager Noble informed Mr. Pahl that she is meeting with Mr. Gibbs and Ms. Basnight on January 7 and if he has specific questions, all can meet later in the week to discuss.

#### ABC Board Report

Meredith Nicholson, Chairman of the ABC Board provided a general financial update on the performance of the two Hyde County alcoholic beverage stores on the mainland and Ocracoke. She reported that as of the audit in June 2019, the stores made a \$54,000+ profit, but sales were down in December mainly due to the impact from Hurricane Dorian. Generally, the county received 25% of the profits realized from sales, and this year was no exception. Ms. Nicholson presented Manager Noble with a check for \$23,270 representing the county's share of the profits received. Ms. Nicholson reported that the ABC store on Ocracoke sustained building damage, but no loss of inventory. All damages have been repaired.

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

Mr. Steve Bryan, former funeral director of Bryan's Funeral Home, was honored as Hyde County's Friend of the Month for January. Mr. Bryan passed away in November 2019. Mr. Bryan was chosen because of his untiring work ethic and warm personal manner in dealing with bereaved families, not only in Hyde County, but in Tyrrell County as well. Mr. Bryan was committed to community service and a member on many organizational boards. He also served as a medical examiner for both Hyde and Tyrrell counties. A certificate was presented to his son, Edward Torres. The floor was opened for commissioner comments. All members of the board spoke to the dedication of Mr. Bryan to his work and his integrity. Mr. Torres thanked the board and county management for honoring his father's memory.

### **Public Comment:**

Chairman Pugh called for comments from the public.

### **Ocracoke:**

**Peter Vankevich** of the Ocracoke Observer commended David Johnson at the Ocracoke Convenience site for his job performance. Mr. Johnson is a new employee of the Solid Waste Dept.

**Connie Leinbach** of the Ocracoke Observer asked whether the county's revolving loan financials are available on the county's website and where the funds are located in the budget. She also wanted to know the current status of trash pickup.

Manager Noble stated that she would be providing an update later in the meeting.

### **Mainland:**

**Autumn Johnson** stated that her dog was seized by Tyrrell County Animal Control in November. The dog was deemed vicious by the animal control officer and he will not release the dog back to her unless she builds a kennel to contain the dog when it is outdoors. She complained that her neighbor's dog has attacked her dogs and has been threatening to her and others, but yet has been released back to its owner. **Ms. Johnson** stated that she brought pictures, and other evidence that the neighbor's dog is a threat and she turned the documentation over to the commissioners. Manager Noble assured her that she and the County Attorney will follow up with her on Tuesday after reviewing the documentation.

**Albert Russell** of BRACE Community Outreach asked the commissioners and the county for aid in locating funds to repair the BRACE building. The building was damaged due to Hurricane Dorian. Members of the outreach would like to turn the building into a computer lab for disadvantaged young people and storage for emergency supplies, but are unable to do this until the building is repaired. BRACE Community Outreach has been very active in the Scranton community and recently assisted with relief efforts on Ocracoke. Mr. Russell stated that the organization has approached the county many times for assistance, but to no avail. Manager Noble stated that it wasn't because the county didn't want to help, it is because money is not appropriated in the budget for building repairs and there is not grant writing staff available to help apply for funding. She asked Mr. Russell to leave his contact information and she will assist with locating resources that can help.

### **Items of Consideration:**

#### **Ordinance: Ordinance to Amend Section 34.1 Vehicles Abandoned on County Property**

Currently under the Hyde County Abandoned Car Ordinance, the County only has permission to remove abandoned vehicles from county-owned property. This amendment to the existing ordinance will afford the County the ability to remove vehicles from right-of-ways. After Hurricane Dorian, there were many flooded vehicles abandoned on Ocracoke. Attorney Holscher noted that property owners will need to submit a request to the county in order to remove junk vehicles from their personal property.

Commissioner Ben Simmons entered a first motion to approve the amendment to Section 34.1.

Before a second vote was made, Vice-Chairman Pahl noted that legislative General Statutes under 153A.132, Section D state that the owner of an abandoned vehicle is required to indemnify the county if it removes the junk vehicle from their personal property. He also suggested that Item C under Section 34.1 be changed to "the county will" (rather than "may") remove to a storage garage or area an abandoned or junked motor vehicle found to be in violation.

Commissioner Simmons then amended his motion to approve the ordinance amendment with the change suggested by Vice-Chairman Pahl.

Commissioner Topping asked if the ordinance also includes abandoned vessels, referring specifically to the abandoned vessel currently in Scranton Creek. Attorney Holscher responded that vessels are not included at the present time. The County has been working on formulating an ordinance to cover abandoned vessels, but it is not finalized at the current time. Manager Noble added to the discussion, stating that management has been working with the legislature on the matter and the county currently has the authority to remove the abandoned vessels but no funds to do so. The county continues to look for funding.

Commissioner Simmons re-entered his first motion to approve the ordinance with changes noted by Vice-Chairman Pahl. Vice-Chairman Pahl seconded the motion. The motion passed on the following vote: Ayes: Simmons, Pahl, Pugh, Swindell, Topping. Nays-None.

*Clerk's Note: A copy of "Ordinance to Amend Chapter 34, Streets, Sidewalks, and Other Public Properties-Section 34.1-Removal and Disposal of Abandoned and Junked Motor Vehicles" is attached herewith as Exhibit A and incorporated herein by reference.*

After approval of the ordinance, Vice-Chairman Pahl had another question. He stated that he saw an initial fee schedule in the ordinance, but no authority stated to impose the fees. Attorney Holscher stated that the enabling ordinance requires built-in fees.

#### **Ratify FAA Form**

Every year, the Hyde County Airport is appropriated funding for upkeep of the airport by the US Dept. of Transportation/Federal Aviation Administration. Hyde County Airport has an unappropriated fund balance of \$138,244 from 2015 that cannot be used. The FAA asked if Hyde County would consider transferring the unappropriated funds to Statesville Regional Airport. Manager Noble approved the transfer of the entitlement. Ms. Hodges as manager of the Hyde County Airport requested ratification of the transfer request.

Commissioner Ben Simmons made a motion to ratify the transfer request. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes: Swindell, Simmons, Pahl, Pugh, Topping. Nays-None.

#### **Request for Payment of Jury Commissioner**

Manager Noble made this presentation on Brandi Pugh's behalf. Ms. Pugh had mandatory training in Raleigh. In each county, there is a jury commission that is made up of a panel of three citizens who serve as jury commissioners. These positions are appointed positions. The commissioners have three duties, (1) to approve the automated procedures used by the computer in the preparation of the master jury list and procedures used by the county to select random jurors; (2) Determine the number of jurors that will comprise the master jury list that will be used by the county for a two-year period; and, (3) Compile the master jury list by removing disqualified persons. The commissioners met in December and spent 5 hours compiling the master list. Ms. Pugh is requesting compensation for these commissioners for their service. She is recommending \$100 for each commissioner.

Commissioner Simmons made a motion to approve payment for the jury commissioners. Commissioner Swindell made the second motion. The motion passed on the following vote: Ayes-Swindell, Simmons, Pahl, Pugh, Topping. Nays-None.

#### **Vidant Medical Center 2019-2020 Grant Agreement**

David White stated that Hyde County Emergency Services (EMS) has received a grant from the Vidant Health Foundation in the amount of \$35,000 for the implementation of a Thrombolytic (clot-busting medication) protocol. \$25,000 of the funds will be used for the drug and \$10,000 will be used for critical care classes for personnel who will administer the drug. The use of thrombolytics in an isolated county such as mainland Hyde and Ocracoke Island could be a life-saving technique for patients who are having a heart attack and not near a medical facility. Emergency Management Services have been working to receive such assistance since 2013-2014, when **Pungo District Hospital in Belhaven** closed its doors.

Commissioner Topping expressed concerns over the use of thrombolytics, cautioning that it could also cause death if used inappropriately or by someone who is not adequately trained. Mr. White assured Commissioner Topping that employees who will administer the drug will receive the training needed to make solid decisions when faced with a critical situation. Before the vote, Vice-Chairman Pahl received affirmation that this program will also be utilized for Ocracoke.

Commissioner Swindell made the first motion to approve receipt of the grant funding for the thrombolytics program. Vice-Chairman Pahl seconded the motion. The motion passed on the following vote: Ayes-Swindell, Simmons, Pahl, and Pugh. Nays-Topping.

Chairman Pugh acknowledged that Art Keeney was present in the audience. Mr. Keeney is on the Vidant Hospital Board and was instrumental in assisting the county in its grant process.

*A copy of the Vidant Medical Center 2019-2020 Grant Agreement and Project Budget Ordinance is attached herein as Exhibit B and is herein incorporated by reference.*

The Board decided to take a break from 7:20-7:30 pm.

Bill Rich presented the following revolving loan requests:

**Assumption of Debt-Arlene Burley**

Devil Shoal Oyster and Clam Company, consisting of members Arlene Burley and Heather O'Neal, have recently decided to dissolve their partnership. The company has two loans under the Hyde County Golden Leaf Revolving Loan program. Ms. Burley paid the first loan in full (approximately \$7900) and now wishes to assume the second loan (totaling \$8900) under the name Clam Lady Jane Oyster Company. Ms. Burley will retain all of her personal property invested under Devil Shoal Oyster Company and Ms. O'Neal will retain her personal property and continue to do business under the Devil Shoal name. This will release Ms. O'Neal from any further financial liability.

The Hyde County Revolving Loan Committee met on December 18 and this request was discussed and unanimously approved contingent upon the approval of the Hyde County Board of Commissioners.

Commissioner Pahl made a motion to approve the assumption of debt for Arlene Burley. A second motion was made by Commissioner Simmons. The motion passed on the following vote: Ayes-Simmons, Swindell, Topping, Pugh, Pahl. Nays-None.

**Assumption of Debt-Wild Water Protein**

Woccocon Oyster Company, a partnership consisting of members Steve Wilson, Albert O'Neal and Dylan Bennick currently have a Golden Leaf Revolving loan with Hyde County with a balance of \$39,645.76. When Hurricane Dorian hit Ocracoke in September, Woccocon lost most of their oyster crop and equipment. Members Wilson and O'Neal have both been dealing with storm damage and personal and family health issues. Based upon this, the members have decided to dissolve their partnership and have transferred the remaining business assets to Wild Water Protein, a seafood distributor consisting of Joseph Ramunni and his partner, Matthew Madden that lives in Ohio. Wilson, O'Neal and Bennick have requested that they be released from any liability associated with the Woccocon loan and allow Wild Water Protein to assume the debt. Before dissolving the partnership, the members paid \$12,000 against the loan which represented their remaining profits under the partnership. Wild Water Protein will gain all remaining assets of Woccocon including the refrigerated truck and (2) 5 acre leases. This loan assumption will be personal guaranteed by Ramunni and Madden. We will continue to maintain a lien on the refrigerated truck and in addition, will be assigned collateral rights on the two five-acre leases.

The Hyde County Revolving Loan Committee met on December 18 and this request was discussed and unanimously approved contingent upon the approval of the Hyde County Board of Commissioners.

Commissioner Swindell made a motion to approve the assumption of debt for Wild Water Protein. A second motion was made by Vice-Chairman Pahl. The vote passed on the following vote: Ayes-Swindell, Pahl, Pugh, Topping, Simmons. Nays-None.

**Loan Request: Gaffer's Restaurant**

Gaffer's has been a popular restaurant on Ocracoke Island for both tourists and local residents since 2009. The principal owners are Jason C. Harrell and his wife Ashley C. Harrell. The restaurant has occupied a lease from the Oden family since its opening. The Harrells purchased the business operations in 2013. During Hurricane Dorian, the restaurant was flooded. Rather than continue to lease the building from the Odens, which will have to be completely renovated and flood-proofed before re-opening, the owners have decided to partner with The Berkley Manor to occupy a new (yet to be built) building at the Berkley. Berkley Manor will provide the land and the investment group will inject \$370,000 in capital toward the building project. Berkley will secure a first lien in the new building. The Harrells have requested a \$300,000 loan from the County for the building project and are also injecting \$170,000 of their own capital. If approved, the county will take a second lien position. The Berkley will not have an interest in the operation of the business, but will have interest in the real estate. If all goes as planned, the Harrells plan to have the new restaurant open for business by Memorial Day 2020. The Committee has requested that the county ensure that there are no performance covenants in the current lease with the Odens as well as a satisfactory business relationship between the Berkley investors and the Harrells.

**Loan Request: Daijo's Restaurant**

Daijo's Restaurant is a restaurant on Ocracoke owned and operated by Douglas A. and Judy A. Eifert and has been in operation for 11 years. Daijo's has been very successful with both tourists and locals alike. Hurricane Dorian in September destroyed the restaurant and now the Eiferts' desire to renovate and elevate the existing facility. They are asking the County for a \$200,000 Revolving loan to assist with the renovations of their building. They also plan to utilize settlement funds from their insurance policies totaling \$100,000 and \$223,000, respectively. The total project cost will be approximately \$520,000. If approved, the County will take a second lien on the property behind First National Bank. Proposed terms are 10 years, monthly payments, 5.00% interest rate. At the current time, the Hyde County Revolving Loan fund cannot support a \$200,000 request. The committee requested that other funding options be explored.

Mr. Rich presented the two requests together for a total of \$500,000 requested. Currently, there is only \$309,000 available in the county's revolving loan fund. Manager Noble has been researching resources for the additional funding needed and has made a connection with the NC Rural Center/Thread Capital. Thread Capital has agreed to assist the county with the additional funding needed to complete the \$500,000 request. Mr. Rich suggested that the county loan out the remaining balance in the RLF; \$150,000 to each applicant. Chairman Pugh asked if Thread Capital would loan the money directly to the applicants or lend the money to the county to disburse to the applicants. Manager Noble responded that Thread Capital will loan the money directly to the applicants and that they would like to come to the February board meeting to discuss all of their services, some of which may help the county in other areas.

Discussion ensued concerning the loan amounts, terms and proposed interest rate for each applicant. The breakdown agreed upon is as follows:

- Daijo's - \$120,000, 10 years, 3%
- Gaffer's - \$180,000 – 10 years, 3%

The requests will be taken back to the Revolving Loan Committee for reconsideration of the new amounts and lower interest rate.

Vice-Chairman Pahl made a motion to approve the new loan amounts and interest rates for Gaffer's and Daijo's, subject to the final approval by the Revolving Loan Committee. A second motion was made by Commissioner Swindell. The motion passed on the following vote: Ayes-Swindell, Pahl, Simmons, Pugh, Topping. Nays-None.

#### **Renewal of Contract with McClees Consulting, Inc.**

Manager Noble requested approval of the annual renewal contract and agreement for McClees Consulting, Inc. to provide lobbying services for Hyde County. The contract for services has been budgeted for FY19-20 utilizing \$10,000 from Ocracoke Occupancy tax funding and \$15,000 from the administrative budget. Manager Noble reviewed the activities of the lobbyists for 2019, which included derelict vessel bill drafting, commercial fisheries regulations and permitting, storm recovery efforts and septic tank regulations and permitting.

Vice-Chairman Pahl made a motion to approve the renewal of the contract and agreement with McClees Consulting, Inc. for FY19-20. Commissioner Swindell made the second motion. The motion passed on the following vote: Ayes-Swindell, Simmons, Pahl, Pugh, Topping. Nays-None.

*A copy of the Contract and Agreement with McClees Consulting, Inc. is attached as Exhibit C and is herein incorporated by reference.*

#### **Sub-Tenant Agreement-Travel Trailers**

Justin Gibbs presented a proposed sub-tenant agreement between the county and the residents of Ocracoke receiving temporary housing in the form of a travel trailer, which will belong to the county. The county will maintain insurance coverage. Travel trailers will be placed on a priority system by the Long-Term Recovery group.

#### **Lease with Campground for Travel Trailers**

In conjunction with the sub-tenant agreement, Hyde County is also working with OSBM to negotiate a lease agreement with campground owners on Ocracoke to stage FEMA trailers for displaced residents.

After some discussion, Manager Noble requested that the lease with the campground be tabled and asked for the board to authorize her and County Attorney Holscher to work through a tenant agreement with property owners and present both the sub-tenant agreement and the lease with the campground at a later time.

Vice-Chairman Pahl made a motion to approve the sub-tenant agreement and table the lease agreement. A second motion was made by Commissioner Simmons. The motion passed on the following vote: Ayes-Simmons, Swindell, Topping, Pugh, Pahl. Nays-None.

#### **EIC/CSBG 2020-2021 Application**

The 2020-2021 EIC/CSBG application was presented for the commissioner's review. No vote is required and acknowledgement of submission and commissioners receiving and reviewing it will be returned to Lillian Dance at EIC.

**Peer Support Specialist/Post Overdose Response Navigator to Hyde County Salary Plan**

Luana Gibbs, Interim Health Director requested the addition of two new temporary positions. The Health Dept. desires to use funding from a Kate B. Reynolds grant for provision of a Post Overdose Responder-Navigator position and a Peer Support Specialist. Both positions will supplement the existing substance abuse program at the health department.

Commissioner Topping made a motion to approve the addition of the Peer Support Specialist and Post Overdose Response Navigator positions under the Substance Abuse Dept. located at the Hyde County Health Department. A second motion was made by Commissioner Swindell and the motion passed on the following vote: Ayes-Topping, Swindell, Simmons, Pugh, Pahl; Nays-None.

**Budget Revisions:**

Luana Gibbs presented three budget revisions for Board approval. None of the revisions increase the local budget and no local appropriations are needed.

- Health Dept. Telemedicine-\$28,625.00-This aligns the local budget with the grant budget through the Office of Rural Health, used for Telemedicine services.
- Advertising to Postage-\$200.00-Transferring funds from Advertising to Postage to cover through year-end.
- Contract Dental to Travel-\$3,000.00-Transferring funds from Contract Dental to Travel to cover through year-end.

Commissioner Swindell made a motion to approve all three budget revisions. A second motion was made by Commissioner Simmons. The motion passed on the following vote: Ayes-Simmons, Swindell, Topping, Pugh, Pahl; Nays-None.

**Management Reports:**

**Vice-Chairman Pahl**-Attended meetings with the Tourism Development Authority. Attended two meetings concerning hurricane recovery, travel trailers and debris removal. Attended two OCBA meetings to review recovery efforts.

**Commissioner Simmons** –Attended meetings with Fairfield Drainage District/Mattamuskeet Project concerning budget matters.

**Commissioner Swindell** – Attended Vidant /State Environmental Health meeting. Attended the Christmas program at Mattamuskeet School.

**Commissioner Topping** – Stated that he wanted to apologize to the citizens of Hyde County because he feels he has not been as successful as he had planned to be as a commissioner. Wants to see the Davis Ventures roof repaired. Plans to be more diligent in 2020.

**Chairman Pugh** – Attended the Golden Leaf Celebration in Durham, the Vidant meeting concerning the Thrombolytics program, attended the health board meeting and his first meeting with the NC Dept. of Health.

**Manager Noble** –Stated that the county and David’s Trash have entered into a 90-day extension agreement for trash pickup allowing for time to go forward with an RFP. Completed a Golden Leaf Application for building a new EMS facility on Ocracoke. She has been working with the National Park Service to remove abandoned vehicles from NPS property. Working with the Vidant Grant and housing applications. Attended a NIFP meeting concerning new flood maps for Hyde County. Conducting mid-year department head meetings to discuss budget.

**Public Comments:**

Chairman Pugh called for comments from the public.

Mainland: No comments.

Ocracoke:

**Jef Curran**, a new resident of Ocracoke discussed the amendment to Section 34-abandoned vehicles, stating that the county could gain revenue from recycling, rather than hauling off vegetative debris.

**Closed Session:**

There was no closed session held.

**Adjourn:**

Commissioner Simmons moved to adjourn the meeting. Commissioner Swindell seconded the motion.

The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons, and Swindell;  
Nays – None.

Meeting adjourned at 8:38 pm.

Respectfully submitted

S E A L

Minutes approved on the 3rd day of February, 2020

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Rosemary O. Johnson	Earl Pugh, Jr.
Deputy Clerk, Hyde County Board of Commissioners	Chair, Hyde County Board of Commissioners

Attachments:

Exhibit A: ***“Ordinance to Amend Chapter 34, Streets, Sidewalks, and Other Public Properties-Section 34.1-  
Removal and Disposal of Abandoned and Junked Motor Vehicles”***

Exhibit B: ***Vidant Medical Center 2019-2020 Grant Agreement and Project Budget Ordinance***

Exhibit C: ***Contract and Agreement with McClees Consulting, Inc.***

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

**Meeting Date:** February 3, 2020  
**Presenter:** Monika Caja-Lorke  
**Attachment:** No

**ITEM TITLE:** CLOSING OF FIRST NATIONAL BANK'S ENGELHARD OFFICE

**SUMMARY:** Ms. Monika Caja-Lorke, Manager of the Engelhard and Swan Quarter offices of First National Bank will discuss the closing of the Engelhard office and the bank's plan to continue to serve its customers through the Swan Quarter office.

**RECOMMEND:** FOR INFORMATION ONLY

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

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

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

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

**Meeting Date:** February 3, 2020  
**Presenter:** Luana Gibbs, Anna Schafer  
**Attachment:** Yes

**ITEM TITLE:** HCHD Grant Funding Updates

**SUMMARY:** Brief overview of recent grant funding secured by HCHD

**RECOMMEND:** NO ACTION REQUIRED

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

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

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

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

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

**ITEM TITLE:** EMPLOYEE/VOLUNTEER/FRIEND OF THE MONTH

**SUMMARY:** Manager Kris Noble will announce the Employee, Volunteer and/or Friend of the County for the month of February 2020.

**RECOMMEND:** Congratulations.

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MOTION MADE BY:  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

MOTION SECONDED BY:  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

VOTE:  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

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

**Meeting Date:** February 3, 2020  
**Presenter:** Citizens  
**Attachment:** No

**ITEM TITLE:** PUBLIC COMMENTS

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

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

Time for one person cannot be used by another person.

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

**RECOMMEND:** Receive comments.

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

**Meeting Date:** February 3, 2020  
**Presenter:** Daniel Brinn  
**Attachment:** Yes

**ITEM TITLE:** Project Budget Ordinance for an Infrastructure Grant Related to the Lake Mattamuskeet Watershed Restoration Project

**SUMMARY:** Attached is a project budget ordinance for the Grant Agreement between Hyde County and the Office of State Budget & Management. The Agreement provides \$1,800,000.00 for the construction of a Pumping Plant and other required infrastructure items necessary to implement management activities for the restoration of the Lake Mattamuskeet Watershed as identified by the Lake Mattamuskeet Watershed Restoration Plan.

**RECOMMEND:** APPROVE

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MOTION MADE BY:  PUGH  
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MOTION SECONDED BY:  PUGH  
 SIMMONS  
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VOTE:  PUGH  
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**Hyde County – North Carolina State Office of State Budget & Management  
Disaster Recovery Grant  
Agreement No. 200-A  
Project Budget Ordinance  
February 3rd, 2017**

Be it ordained by the Hyde County Board of Commissioners, that pursuant to Section 143B-472.127 and .128 of the General Statutes of North Carolina, the following grant program ordinance is hereby adopted:

Section 1: The program authorized is the North Carolina Office of State Budget & Management Disaster Recovery Grant identified as OSBM Agreement No. 200-A. The purpose of the project is for construction of a pump station and related watershed restoration infrastructure for the Lake Mattamuskeet watershed. The project is funded by state appropriations from SL 2019-250.

Section 2: Hyde County staff is hereby directed to proceed with the grant program within the terms of the grant document(s), the rules and regulations of the North Carolina Office of State Budget & Management, and the budget contained herein.

Section 3: The following revenues and resources are anticipated to be available to complete the program activities:

**Stream Debris Removal Project**

<b>North Carolina State Office of State Budget &amp; Management</b>	<b><u>\$1,800,000.00</u></b>
<b>Total:</b>	<b><u>\$1,800,000.00</u></b>

Section 4: The following amounts are appropriated for the program activities:

**North Carolina State Office of State  
Budget & Management Agreement No. 200-A**

<b>Program Budget</b>	<b><u>\$1,800,000.00</u></b>
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Section 5: The Grant Finance Officer is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Office of State Budget & Management required by the grant agreement(s) and federal and state regulations.

Section 6: Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Office of State Budget & Management in an orderly and timely manner.

Section 7: Copies of this grant program ordinance shall be made available to the Grant Finance Officer for direction in carrying out this program.

Adopted this 3rd day of February, 2020.

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

ATTEST:

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Lois Stotesberry, Clerk to the Board

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

**Meeting Date:** February 3, 2020  
**Presenter:** Daniel Brinn  
**Attachment:** Yes

**ITEM TITLE:** Infrastructure Grant Agreement Related to the  
Lake Mattamuskeet Watershed Restoration Project

**SUMMARY:** Attached is a Grant Agreement  
between Hyde County and the Office of State Budget &  
Management. The Agreement provides \$1,800,000.00 for the  
construction of a Pumping Plant and other required infrastructure  
items necessary to implement management activities for the  
restoration of the Lake Mattamuskeet Watershed as identified by  
the Lake Mattamuskeet Watershed Restoration Plan.

**RECOMMEND:** APPROVE

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MOTION MADE BY:  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

MOTION SECONDED BY:  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

VOTE:  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

**STATE OF NORTH CAROLINA**  
**NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT**  
**AND**  
**HYDE COUNTY**  
**DISASTER RECOVERY GRANT AGREEMENT**

<b>OSBM Budget Code, Fund No. and Cost No.:</b>	<b>23014-2318-8102</b>
<b>Agreement No.:</b>	<b>200-A</b>
<b>Grant Funding Level:</b>	<b>\$1,800,000</b>

**Agreement Period of Performance: November 18, 2019 - June 30, 2021**

This Agreement made on this the 14<sup>th</sup> day of January, 2020 by and between HYDE COUNTY (“RECIPIENT”) and the NORTH CAROLINA OFFICE OF STATE BUDGET & MANAGEMENT (“AGENCY”), for the \$1,800,000 grant to the RECIPIENT for various disaster recovery projects as authorized by the State’s Session Law 2019-250 that enacted House Bill 200 (hereinafter “SL 2019-250”). The intent of this Agreement is to provide the RECIPIENT with the stated funds with grant management, technical, and construction assistance from the Disaster Recovery Section of OSBM to expedite and complete the RECIPIENT’s disaster recovery projects under this grant.

WITNESSETH:

WHEREAS, on October 8-9, 2016, Hurricane Matthew made landfall in central and eastern North Carolina with record breaking rainfall that devastated the people, infrastructure, businesses, schools and homes in entire communities resulting in expedited major disaster declaration from the President of the United States (FEMA-4285-DR-NC);

WHEREAS, on or about September 14, 2018, Hurricane Florence made landfall in North Carolina with substantial rainfall, flooding, and storm surge that devastated the people, infrastructure, businesses, schools and homes in many regions of the State resulting in major federal disaster declaration for North Carolina (FEMA-4393-DR-NC);

WHEREAS, the Hyde County was one of the Counties included in federal disaster declarations for Hurricanes Matthew and Florence;

WHEREAS, on September 5-6, 2019, Hurricane Dorian severely impacted Carteret, Dare, Hyde and New Hanover Counties in North Carolina, each of which suffered severe damages as a result of storm surge, flooding, tornados, and heavy winds;

WHEREAS, the North Carolina General Assembly passed SL 2019-250, which was entitled “An Act to Provide Funds for Disaster Relief from Hurricanes Dorian and Other Named Storms...”

that requires the executive branch to implement and administer disaster assistance programs for certain counties and municipalities impacted by recent disasters including RECIPIENT;

WHEREAS, Section 1.2.(8) of SL 2019-250 directed the AGENCY to issue a directed grant to the RECIPIENT for various purposes authorized by the Session Law; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the RECIPIENT and the AGENCY agree as follows:

**SCOPE OF WORK:** Pursuant to SL 2019-250, the RECIPIENT may use Agreement grant funds for construction of a pump station and related watershed restoration infrastructure for the Lake Mattamuskeet watershed as described in **Attachment A**.

**I. LEGISLATIVE REQUIREMENTS:** Pursuant to Section 4.8.(b) of SL 2019-250 and N.C. Gen. Stat. § 143C-6-23 (b) through (k), the RECIPIENT must comply with the following requirements:

A. Conflict of Interest Policy: If the RECIPIENT's governing body has not adopted a conflict of interest policy that is consistent with requirements of N.C. Gen. Stat. § 143C-6-23(b) (hereinafter the "COI Policy"), then the RECIPIENT must complete the COI Policy certification form attached hereto as **Attachment B** wherein the RECIPIENT will formally adopt a compliant COI Policy within 45 days of execution of this Agreement and the RECIPIENT will represent that all its employees and officials responsible for managing and disbursing the grant funds will comply with the conflict of interests statutes referenced in Attachment B until the RECIPIENT adopts its COI Policy. The AGENCY will disburse the first grant payment upon RECIPIENT submission of a completed Attachment B, but no subsequent grant payments will be made until the AGENCY receives a certified copy of the RECIPIENT's COI Policy.

The AGENCY will note its approval of the RECIPIENT's COI Policy on Attachment B and/or may conditionally approve the RECIPIENT's COI Policy and request modification to the COI Policy if some parts are not consistent with N.C. Gen. Stat. § 143C-6-23(b).

- B. No Overdue Tax Debts: Pursuant to N.C. Gen. Stat. § 143C-6-23(c), the RECIPIENT shall submit to the AGENCY a notarized written statement from the RECIPIENT's principal elected official or executive management employee that the RECIPIENT does not have any overdue tax debts, as defined by N.C. Gen. Stat. § 105-243.1, at the federal, State, or local level (**Attachment E**). The written statement must be received by the AGENCY before the AGENCY disburses the initial \$100,000 disbursement of the directed grant funds. A person who makes a false statement in violation of this subsection is guilty of a criminal offense punishable as provided by G.S. 143C-10-1.
- C. OSBM Rules on Uniform Administration of State Grants: Pursuant to N.C. Gen. Stat. § 143C-6-23(c), the RECIPIENT shall comply with the following requirements:

1. Monthly or periodic reporting requirements stated below, requested by the AGENCY, required by the rules stated in Title 9 of the North Carolina Administrative Code Subchapter 3M, and/or as may be reasonably requested by the AGENCY to comply with its reporting requirements to the North Carolina General Assembly Fiscal Research Division.
2. Pursuant to N.C. Gen. Stat. §§ 143C-6-23(d)(2)-(6), the RECIPIENT shall incorporate into all agreements with all entities receiving any funds from the RECIPIENT under this Agreement/Grant (hereinafter "Subgrantees") contractual provisions that obligate the Subgrantees to provide the RECIPIENT and AGENCY all required reports and permit the AGENCY to inspect or audit the Subgrantees records to assist and/or support that all funds received by the Subgrantees from the RECIPIENT were properly spent in accordance with purposes of DRA19. The RECIPIENT's agreement(s) with all Subgrantees shall include the RECIPIENT's and AGENCY's rights to recover any funds that were not spent by the Subgrantees in accordance with this Grant Agreement or DRA19.
3. Pursuant to N.C. Gen. Stat. §§ 143C-6-23(d)(3)-(6), the RECIPIENT (and all subgrantees) shall only expend the directed grant funds on the disaster recovery projects that the RECIPIENT has identified in this Agreement and the RECIPIENT, upon request of the AGENCY, shall provide access to and/or permit inspection of documentation supporting the RECIPIENT's proper expenditure of directed grant funds under this Agreement.
4. Pursuant to N.C. Gen. Stat. §§ 143C-6-23(d)(7), the RECIPIENT and all subgrantees shall maintain reports, records, and other information to properly account for the expenditure of all grant funds and to make such reports, records, and other information available to the AGENCY for oversight, monitoring, and evaluation purposes.
5. Pursuant to N.C. Gen. Stat. §§ 143C-6-23(d)(9), the RECIPIENT shall be responsible for managing and monitoring each project, program, or activity supported by grant funds, and the RECIPIENT shall be responsible for managing and monitoring each subgrantee project, program, or activity supported by grant funds.
6. Pursuant to N.C. Gen. Stat. §§ 143C-6-23(k), the RECIPIENT or subgrantee shall notify in writing to the AGENCY and the General Assembly's Fiscal Research Division of any subgrantee's intent to dissolve or cease operations, and the notice must be submitted at least 30 days prior to taking that action.

## **II. USE OF FUNDS AND LIMITATIONS:**

The directed grant funds shall be used for the purposes set forth in HF-DRA19 for the various disaster recovery projects identified by the RECIPIENT and in accordance with the estimated budgets for these projects. The AGENCY will provide the RECIPIENT the

funding level stated on page one of this Agreement and the entire amount is a grant to the RECIPIENT.

The grant funds shall be disbursed as follows:

- A. The initial disbursement of \$100,000 of the total grant funds for project planning or initial program development and start-up costs shall be disbursed to the RECIPIENT upon the RECIPIENT's completion of all required documentation and the submission of an invoice for aforementioned costs. This initial invoice shall include a description of the types of project planning, program development and start-up costs that would be addressed by this first initial payment.

Before subsequent payments are made, the RECIPIENT shall submit to the AGENCY a Status Report & Reimbursement Request Form (see **Attachment C**) to report on how the initial \$100,000 disbursement was expended and attach sufficient documentation (as described in Section II. B. below).

- B. After the initial up-front payment, all remaining funds shall be disbursed through a monthly reimbursement process that shall continue through the end of the grant term. The RECIPIENT shall email and send the AGENCY a completed Status Report & Reimbursement Request Form (see **Attachment C**) requesting reimbursement and attach sufficient supporting documentation of the expenses paid during the period. The AGENCY shall provide the RECIPIENT with reimbursement payments of actual expenditures paid during the reporting period for the requested reimbursement.

Supporting documentation may include, but is not limited to, receipts, paid invoices, cancelled checks, payroll register records, contracts and subgrant agreements that verify expenses were consistent with the agreement purpose and scope.

Exceptions to the foregoing payment process may be approved by the AGENCY on a case by case basis.

- C. The RECIPIENT does not have to submit reimbursement requests for months where no RECIPIENT grant related expenses were incurred.
- D. The RECIPIENT may also submit reimbursement requests to the AGENCY for a period of ninety (90) days after the agreement term has ended for past expenses incurred during the agreement term.
- E. The AGENCY reserves the right to withhold or delay disbursement of the payments noted above, if the Status Report & Reimbursement Request Form is not submitted, is incomplete, or does not include adequate attached documentation that can substantiate expenses paid. The AGENCY must provide the RECIPIENT with a written explanation of the business reasons to delay reimbursement payments that have been invoiced to the

AGENCY that extend longer than 30 days after reimbursement requests are submitted to the AGENCY.

- F. The AGENCY reserves the right to provide partial reimbursement payments if RECIPIENT reports are incomplete or results and accomplishments are not complying with the terms and conditions described in this agreement.
- G. Status Report & Reimbursement Request Forms with accompanying supporting documentation shall be submitted to the AGENCY via mail or email at:

N.C. Office of State Budget and Management - Disaster Recovery Section  
MSC 20320  
Raleigh, NC 27699-0320

Or

EMAIL: OSBM-DR-GRANTS@osbm.nc.gov

If mailed, the RECIPIENT must include an original signed Status Report & Reimbursement Request Form. Status Report & Reimbursement Request Forms must be signed by or, if emailed, submitted by the RECIPIENT point of contact noted in section VIII below.

- H. Unless already on file with the AGENCY, the RECIPIENT shall complete a North Carolina Substitute W-9 Form (attached hereto as **Attachment D**) that includes the RECIPIENT's federal tax identification number.
- I. The following limitations on the use of funds apply:
  - 1. Limited Activities: Pursuant to Section 4.8.(b)(5) of SL 2019-250, funds provided under this directed grant agreement to the RECIPIENT or its subgrantees shall be used for nonsectarian, nonreligious purposes only.
  - 2. Use of Interest Earned or Investment Income/Dividends on Grant Funds: Except as otherwise required by federal law or the terms of a federal grant, interest, income and/or investment earned from the use or investment of grant funds after receipt of the funds by a RECIPIENT or any of its subgrantees shall be credited to the RECIPIENT and/or subgrantee and shall be used for the same purposes for which the grant or subgrant was made. Interest, income and dividends received on grant funds shall be disclosed in the RECIPIENT's financial reporting to the AGENCY.
- J. **FUNDS MANAGEMENT**: The RECIPIENT agrees that funds paid through this Agreement shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. The RECIPIENT agrees to manage all disbursements and related transactions in a detailed manner that

supports fully transparent accounting of all financial transactions associated with this Agreement.

Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Agreement shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Agreement. Unallowable costs include entertainment costs, lobbying costs, alcoholic drinks and related costs prohibited by federal or state rules.

If eligible, the RECIPIENT and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C. Gen. Stat. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in the Status Update & Reimbursement Request Form.

- K. **AVAILABILITY OF FUNDS:** Pursuant to N.C. Gen. Stat. § 143C-6-8, the RECIPIENT understands and agrees that funding under this Agreement shall be subject to the availability of appropriated funds. However, in the event of termination of this Agreement due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of termination.

### **III. GRANT COMPLIANCE AND FINANCIAL REPORTING**

Pursuant to N.C. Gen. Stat. §§ 143C-6-23(d)(6), the RECIPIENT and its subgrantees shall provide to the AGENCY monthly status reports on the use of funds, financial and program performance of the grant award no later than the 25<sup>th</sup> day of the following month. The reports shall be provided in the format of the Status Report & Reimbursement Request Form (see **Attachment C**). The Status Report & Reimbursement Request Form shall report the financial and performance progress for each item identified in the Scope of Work and Project Budget (Attachment A) and shall be sent to the AGENCY in accordance with Section II. G. above.

At a minimum, the monthly reports shall include the following:

- A. Total expenses disbursed (aggregate totals) by the Projects identified in the Scope of Work and Project Budget that includes but is not limited to the following:
1. Requests for reimbursement that document use of grant funds for the disaster recovery projects identified in the Scope of Work and Project Budget and evidence that the RECIPIENT has paid those funds to its vendors and subgrantees.
  2. Allowable construction contingency costs.
  3. Allowable Administrative Costs.

4. Other allowable expenses (e.g., reflected above or as may be subsequently approved by the AGENCY).
- B. Period ending balance of the RECIPIENT funding disbursed pursuant to this Agreement (i.e., expended, obligated, and unobligated).
- C. A descriptive summary of how the funds were used and program activity information regarding the progress made on each project identified in the Scope of Work and Project Budget, including outcomes and specific deliverables or accomplishments to date of report.

**IV. RETURN OF GRANT FUNDS:** Pursuant to N.C. Gen. Stat. §§ 143C-6-23(c)(10-12) and 09 N.C. Administrative Code 03M .0801 to 0802, the AGENCY reserves the right to recover grant funds or de-obligate any remaining grant funds after this Agreement's expiration date or before the expiration date of this Agreement, should the RECIPIENT be found in noncompliance with any material term of this Agreement; an audit finding discloses an improper use of grant funds; or it becomes apparent that the RECIPIENT will not be able to expend the funds prior to the expiration date of this Agreement. The AGENCY will provide the RECIPIENT with reasonable notice of any deficiency, audit finding, or noncompliance issue and the AGENCY will make every effort to work with the RECIPIENT to resolve the issue informally before seeking to de-obligate grant funding. The RECIPIENT must include in its agreements with subgrantees the procedures and requirements in the afore-mentioned statutes and rules regarding suspension of funding and return of grants funds if the AGENCY determines that the subgrant did not spend the grant funds for the legislative purpose set forth in this Agreement between the AGENCY and RECIPIENT.

**V. OTHER REGULATORY COMPLIANCE:** The RECIPIENT acknowledges that not all state, federal, and/or local government laws, rules and ordinances applicable to the disaster recovery projects identified in the Scope of Work and Project Budget (Attachment A) have been referenced in this Agreement or its Attachments. Notwithstanding any omitted reference, the RECIPIENT agrees that it and all its subgrantees will comply with all state, federal, and local government laws, rules and/or ordinances applicable to the disaster recovery projects funded by the grant.

**VI. TAXES:** The RECIPIENT shall be responsible for all taxes.

**VII. WARRANTY:** The RECIPIENT will hold the AGENCY harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

**VIII. POINTS OF CONTACT:** To provide consistent and effective communication between the AGENCY and the RECIPIENT, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this Agreement.

<b>For the AGENCY</b>	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Stephanie Alsay, Business Officer Office of State Budget and Management MSC 20320 Raleigh, NC 27699-0320  Direct: 984-236-0732 Email: <a href="mailto:osbm-dr-grants@osbm.nc.gov">osbm-dr-grants@osbm.nc.gov</a>	Stephanie Alsay, Business Officer Office of State Budget and Management 430 N. Salisbury Street, Room 2028 Raleigh, NC 27603  Direct: 984-236-0732 Email: <a href="mailto:osbm-dr-grants@osbm.nc.gov">osbm-dr-grants@osbm.nc.gov</a>

<b>For the RECIPIENT</b>	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
<b>TO BE FILLED IN BY THE RECIPIENT</b> Name, title, address email and phone.	<b>TO BE FILLED IN BY THE RECIPIENT</b>

**IX. PUBLIC RECORD ACCESS:** This Agreement is be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

**X. AUDITING & ACCESS TO PERSONS AND RECORDS:** In accordance with N.C. Gen. Stat. §§ 143C-6-23(c)(8), (g), and N.C. Gen. Stat. § 147-64.7, the staff from the North Carolina Office of State Auditor, Office of State Budget and Management, or other applicable state agency internal auditors shall have access to RECIPIENT officers, employees, agents and/or other persons in control of and/or responsible for the records that relate to this Agreement for purposes of conducting audits and independent evaluations. These parties shall also have the right to access and copy any and all records, including audit work papers in the possession of any RECIPIENT's auditors, relating to the Agreement

during the term of the Agreement and within two (2) years following the completion of project close-out, to verify accounts, accuracy, information, calculations and/or data affecting and/or relating to payments, requests for change orders, change orders, claims for extra work, requests for time extensions and related claims for damages arising from the Agreement or subgrant agreements.

The RECIPIENT shall store and maintain the original files related to this Agreement and accounting records for the grant funds pursuant to the RECIPIENT's document retention policies or six years from the closeout of the last disaster recovery project identified in the Scope of Work and Project Budget, whichever is later.

Pursuant to N.C. Gen. Stat. § 143C-6-23(d) and 09 N.C.A.C. 03M .0205, the RECIPIENT shall also comply with the audit requirements set forth in **Attachment C** based on Grant Funding Level.

**XI. SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in state court in Wake County, North Carolina.

**XII. ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.

**XIII. OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, the AGENCY, or the RECIPIENT. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

**XIV. COMPLIANCE:** The RECIPIENT shall be wholly responsible for financing to be made under this Agreement and for the supervision of its employees and assistants. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this Agreement. The RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control act, including but not limited to all budgeting and pre-audit requirements.

**XV. MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Director of the AGENCY and the RECIPIENT's Chief Executive Manager, Finance Director, Chairman or Mayor. The AGENCY may, without formal modification of this Agreement, change the following terms of this Agreement: legislative changes in grant funding; changes in grant monitoring and compliance; changes in the number of projects that do not increase the Grant Funding Level and/or exceed the remaining available balance of the Grant Funding Level; and/or changes in auditing requirements. The AGENCY will give advance notice of all foregoing changes to the Agreement. All other changes to the Agreement must be in writing and agreed to by the AGENCY and RECIPIENT.

**XVI. GRANT CLOSEOUT PROCESS:** The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of the agreement term or final expenditure date, whichever is earlier. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of six (6) years<sup>1</sup> or until all audit exceptions have been resolved, whichever is longer.

**XVII. TERMINATION:** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until June 30, 2021 (the “Expiration Date”) or such other date that may be set by the North Carolina General Assembly. All residual unexpended funds shall be transferred to the AGENCY, within 90 days after the agreement is terminated.

Subject to the requirements of SL 2019-250, the RECIPIENT and AGENCY may agree upon a termination of the Agreement prior to the Expiration Date on such terms as mutually agreed to with 60 days written notice to the other party, or as otherwise provided by law.

**XVIII. EXECUTION AND EFFECTIVE DATE:** This Agreement shall become effective upon the date the last party executes this Agreement. Reimbursement requests submitted by the RECIPIENT to AGENCY, may be eligible for payment if they are approved by the RECIPIENT on or after November 18, 2019 and are deemed allowable expenditures pursuant to SL 2019-250 and the terms of this agreement.

**XIX. ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire Agreement between the parties and supersede all prior oral and written statements or agreements.

[REMAINDER LEFT INTENTIONALLY BLANK]

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N.C. Gen. Stat. § 1-50 sets a six-year statute of repose for any claim relating to a construction project, which commences to run following substantial completion of a project unless the exception for fraud or willful negligence applies. The RECIPIENT may request a short document retention period if none of the disaster recovery projects identified in the Scope of Work and Project Budget (Attachment A) are construction projects and State law/County ordinance/policy allows for a shorter time period.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree to the terms and provisions of this Agreement.

NC OFFICE OF STATE BUDGET  
& MANAGEMENT

**HYDE COUNTY**

BY:

BY:

\_\_\_\_\_  
Nels C. Roseland  
Deputy State Budget Director

\_\_\_\_\_  
{Authorizing official name and title}

DATE \_\_\_\_\_

DATE \_\_\_\_\_

## Attachment A Scope of Work and Project Budget

Before it will be possible to finalize this award and make any disbursement, you are required to provide to the Agency a description for how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. This will include a scope of work, information related to any potential sub-grants and an annual budget for the grant funds. Please attach additional sheets as necessary.

<b>Organization:</b>	
Organization Name:	Hyde County
Tax Identification #:	
Organization Fiscal Year End:	

PROJECT 1			
<b>1. Project Name:</b>			
<b>2. Scope of Work:</b>			
Recipient shall detail below how the organization will spend the amount of funding allocated for the specific purpose as stated in the grant contract. The description should include services to be provided, objectives to be achieved, and expected results.			
<b>3. Sub-grants:</b>			
a. Does the Recipient anticipate that it will subgrant or pass down any funds to another organization?		Yes	No
If yes, answer the following:			
b. Name of Sub-recipient	c. Program Name	d. Amount to Sub-recipient	
<b>4. Project Budget:</b>			
Below are general expenditure descriptions that can serve as a <b>guide</b> for preparing the organization's annual budget related to the grant award. <b>Please add or delete expenditure captions for clarity if needed and provide a description for "Other Expenses" if used.</b> The annual budget must be signed by an authorizing official.			
EXPENDITURE DESCRIPTION			AMOUNT
<b>Operating Costs</b>			
Employee Salary and Benefits (e.g. program related staffing)			\$
Service and Contracts (e.g. utilities, telephone, data, lease related expenses)			
Goods (e.g. supplies and equipment)			
Administrative Costs (e.g. overhead & project management)			
Other Operating Expenses (e.g. related charges not assigned above and described by the recipient)			
<b>Construction &amp; Infrastructure Costs</b>			
Service and Contract Costs			
Capital Goods and Equipment			
Construction Contingency			
Other Construction & Infrastructure Costs (e.g. related charges not assigned above and described by the recipient)			
<b>Total Project Budget</b>			<b>\$</b>

With regard to the information contained herein, I certify that the annual budget has been approved by the Recipient's Chief Executive Manager, Finance Director, Chairman or Mayor.

---

Signature

Date

---

Printed Name

Title

ATTACHMENT B

Hyde County

Conflict of Interest Statement Certification

The County represents to the Office of State Budget and Management (the "Agency") that the County will adopt within 45 days of execution of the grant agreement a conflicts of interest ("COI") policy that satisfies the requirements of Section 143C-6-23(b) of the North Carolina General Statutes by addressing situations in which its management employees and members of the governing body may directly or indirectly benefit from the County's disbursement of State direct grant funds, and the COI policy includes the actions to be taken by the County or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The County further represents that its COI policy will include: (1) a prohibition of public officers or public employees from deriving a direct benefit from any contract (or grant) in which he or she is involved on behalf of the County (i.e., procurement and/or management of the contract or grant) to avoid violations of N.C. Gen. Stat. § 14-234 (a criminal statute); (2) a prohibition of public officers or public employees from accepting gifts and favors to avoid influencing the award and administration of public contracts (and grants) to avoid violations of N.C. Gen. Stat § 133-32 (a criminal statute); and a prohibition of public officers or public employees from using confidential information (i.e., non-public information that a public officer/employee obtained through performing official government duties) for personal gain, to acquire a pecuniary benefit in anticipation of his or her own official action, or to help another person acquire a pecuniary benefit from such actions in violation of N.C. Gen. Stat. § 14-234.1 (a criminal statute). The County will provide AGENCY with a certified copy of its COI Policy after it has been adopted by the governing body.

Until formal adoption of the COI policy, the County certifies that it will fully comply with all conflict of interest statutory requirements noted above and will require all employees and officials who will have responsibility for managing the direct grant, procuring goods, services and construction using the direct grant funds, and/or managing projects funded by the direct grant (also include all members of the governing body that have direct or indirect oversight of the employees implementing the direct grant) to review copies of the foregoing statutes and the guidance provided the University of North Carolina School of Government entitled "Conflicts of Interest Laws for North Carolina Public Officials & Employees" (Professor Norma R. Houston).

HYDE COUNTY

AGENCY

By \_\_\_\_\_  
[Name] Date  
[Title]

Approved \_\_\_\_\_  
Durwin P. Jones Date  
OSBM-DR General Counsel

**ATTACHMENT C: NC OSBM SPECIAL APPROPRIATIONS  
Status Report & Reimbursement Request**

**\*\*\* Audit Requirement** : In accordance with Title 09 of the North Carolina Administrative Code Section 03M .0205, a recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year (Level III recipient) shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. Audits must be provided to the funding agency no later than nine months after the end of the recipient's fiscal year.\*\*\*

**Part A. Recipient Reporting Information**

1. **NAME OF RECIPIENT ORGANIZATION:** Hyde County

3. **Date Form Completed:**

	Start Date	End Date
2. <b>Current Reporting Period:</b>		

4. **Report Type (Select all that apply)**

Initial Funding Use Report

Reimbursement Request

Project Status Report

5. <b>Total Agreement Funding Authorized by S.L. 2019-250:</b>	\$1,800,000.00
6. <b>Initial Funding Received</b>	
7. <b>Reimbursements Received to Date:</b>	
8. <b>Current Reporting Period Starting Balance:</b>	\$1,800,000.00

**Part B. Expenses**

Expense Category	RECIPIENT EXPENSES INCURRED & PAID			
	Initial Up-Front Payment	Previous Reporting Period Reimbursements	Current Reporting Period Reimbursement Request	Cumulative Expenses Invoiced to Date
<b>Operating Costs:</b>				\$ -
Employee Salary and Benefits				\$ -
Service and Contract				\$ -
Goods and Equipment				\$ -
Administrative				\$ -
Other Operating Costs				\$ -
				\$ -
<b>Construction &amp; Infrastructure:</b>				
Service and Contract Costs				\$ -
Capital Goods and Equipment				\$ -
Construction Contingency				\$ -
Other Construction & Infrastructure Costs				\$ -
				\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -

<b>TOTAL REIMBURSEMENT AMOUNT REQUESTED BY RECIPIENT DURING THIS REPORTING PERIOD:</b>	\$ -
<b>REMAINING UNSPENT GRANT AWARD BALANCE (ENDING BALANCE)</b>	\$ 1,800,000.00

Description of "Other Operating Costs" and "Other Construction & Infrastructure Costs":

**Part C. Narrative(s)**

<b>Descriptive summary of how the funds were used, including activities and accomplishments, outcomes, performance measures and specific deliverables achieved or projected to be achieved.</b>

**Part D. Certification**

<b><i>I certify that all funds reported on this form were used in accordance with the terms of the Disaster Recovery Grant Agreement and Scope of Work and Project Budget (Grant Agreement Attachment A) between the State of North Carolina and my organization.</i></b>		
Printed Name	Title	Phone
Signature		Email

NC Office of the State Controller (IRS Form W-9 will not be accepted in lieu of this form) <b>*Denotes a Required Field</b>	<b>STATE OF NORTH CAROLINA</b> <b>SUBSTITUTE W-9 FORM</b> <b>Request for Taxpayer Identification Number</b>	
---	---	---

Section 1 – Taxpayer Identification	*1. <input type="checkbox"/> Social Security Number (SSN), OR <input type="checkbox"/> Employer Identification Number (EIN), OR <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN) *2.	Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.				
	(PRESS THE TAB KEY TO ENTER EACH NUMBER)		3. <b>Dunn &amp; Bradstreet Universal Numbering System (DUNS)</b> (see instructions)  (PRESS THE TAB KEY TO ENTER EACH NUMBER)			
	*4. Legal Name (as shown on your income tax return):	5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:				
	Contact Information					
	*6. Legal Address (DO NOT TYPE OR WRITE IN THIS FIELD)	7. Remittance Address (Location specifically used for payment that is different from Legal Address, if applicable)				
	*Address Line 1:	Address Line 1:				
	Address Line 2:	Address Line 2:				
	*City	*State	*Zip (9 digit)	City	State	Zip (9 digit)
	*County	County				
	*8. Contact Name:					
*9. Phone Number:						
10. Fax Number:						
11. Email Address:						
*12. Entity Type <input type="checkbox"/> Individual/Sole Proprietor/Single-member LLC <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate <input type="checkbox"/> Other _____ <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____		*13. Entity Classification <input type="checkbox"/> Medical Services <input type="checkbox"/> Legal/Attorney Services <input type="checkbox"/> NC Local Govt <input type="checkbox"/> Federal Govt <input type="checkbox"/> NC State Agency <input type="checkbox"/> Other Govt <input type="checkbox"/> Other (specify)	14. Exemptions (see instructions)  Exempt payee code (if any):  Exemption from FATCA reporting code (if any):			
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.						
Under penalties of perjury, I certify that:						
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.						
Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website ( <a href="https://www.irs.gov/">https://www.irs.gov/</a> ):						
*Printed Name:				*Printed Title:		
*Authorized U.S. Signature:				* Date:		

Please complete the "Modification to Existing Vendor Records" section below if there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address

Return to the NC State Agency from which you are requesting payment.

NC Office of the State Controller <b>*Denotes a Required Field</b> This form is to be completed by the vendor.	<b>STATE OF NORTH CAROLINA</b> <b>SUBSTITUTE W-9 FORM</b> <b>Modification to Existing Vendor Records</b>	
--	--	---

This form is to be completed by the vendor if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Vendor Name.

Please complete the applicable sections below.

**Section 1:**

<b>CHANGE FROM: Remittance Address</b>	<b>CHANGE TO: Remittance Address</b>
*Address Line 1:	*Address Line 1:
Address Line 2:	Address Line 2:
*City                      *State                      *Zip (9 digit)	*City                      *State                      *Zip (9 digit)
*County	*County

NOTE: If you would like to receive your payments electronically, please complete the [Vendor Electronic Payment Form](#)

**Section 2:**

<b>* CHANGE FROM: SSN, or EIN, or ITIN</b>	<b>* CHANGE TO: SSN, or EIN, or ITIN</b>
--	--

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

(PRESS THE TAB KEY TO ENTER EACH NUMBER)

**Section 3:**

<b>CHANGE FROM: Vendor Name</b>	<b>CHANGE TO: Vendor Name</b>
*Legal Name:	*Legal Name:
Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	Business Name/DBA/Disregarded Entity Name, if different from Legal Name:

*Printed Name:		*Printed Title:	
*Authorized U.S. Signature:		* Date:	

## General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>).

## Specific Instructions

### Section 1 -Taxpayer Identification

1. **Taxpayer Identification Type.** Check the type of identification number provided in box 2.
2. **Taxpayer Identification Number (TIN).** Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. **Dunn and Bradstreet Universal Numbering System (DUNS).** Vendors are requested to enter their DUNS number, if applicable.
4. **Legal Name.** Enter the legal name as registered with the IRS or Social Security Administration. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.
5. **Business Name.** Business, Disregarded Entity, trade, or DBA ("doing business as") name.

### Contact Information

6. Enter your **Legal Address**.
7. Enter your **Remittance Address, if applicable.** A **Remittance Address** is the location in which you or your entity receives business payments.
8. Enter the **Contact Name**.
9. Enter your **Business Phone Number**.
10. Enter your **Fax Number, if applicable**.
11. Enter your **Email Address, if applicable**.

For clarification on IRS Guidelines, see [www.irs.gov](http://www.irs.gov).

12. **Entity Type.** Select the appropriate entity type.
13. **Entity Classification.** Select the appropriate classification type.

### Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

**14. Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation
- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10- A common trust fund operated by a bank under section 584(a)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B - The United States or any of its agencies or instrumentalities
- C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G - A real estate investment trust
- H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I - A common trust fund as defined in section 584(a)
- J - A bank as defined in section 581
- K - A broker
- L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Section 2 - Certification**

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>).

Attachment E: State Grant Certification – No Overdue Tax Debts

**Entity's Letterhead**

**[Date of Certification (mmddyyyy)]**

**To: State DEPARTMENT Head and Chief Fiscal Officer**

**Certification:**

We certify that the **[insert organization's name]** does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143-6.2(b2) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

**Sworn Statement:**

**[Name of Board Chair]** and **[Name of Second Authorizing Official]** being duly sworn, say that we are the Board Chair and **[Title of the Second Authorizing Official]**, respectively, of **[insert name of organization]** of **[City]** in the State of **[Name of State]**; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
**[Title of Second Authorizing Official]**

Sworn to and subscribed before me on the day of the date of said certification.

\_\_\_\_\_  
(Notary Signature and Seal)

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

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2019

H

D

**HOUSE BILL 200**  
**Committee Substitute Favorable 3/19/19**  
**Senate Appropriations/Base Budget Committee Substitute Adopted 10/31/19**  
**Proposed Conference Committee Substitute H200-PCCS30539-MM-9**

Short Title: 2019 Storm Recovery/Var. Budget Corrections.

(Public)

Sponsors:

Referred to:

February 27, 2019

1 A BILL TO BE ENTITLED  
2 AN ACT TO PROVIDE FUNDS FOR DISASTER RELIEF FROM HURRICANE DORIAN  
3 AND OTHER NAMED STORMS, FUNDS FOR RESILIENCY MEASURES AGAINST  
4 FUTURE STORMS, AND FUNDING FOR THE RURAL HEALTH CARE  
5 STABILIZATION FUND; TO MAKE CORRECTIONS TO VARIOUS BUDGET  
6 RELATED BILLS; AND TO ENACT CERTAIN BUDGET PROVISIONS FROM HOUSE  
7 BILL 966, 2019 REGULAR SESSION.

8 The General Assembly of North Carolina enacts:

9

10 **PART I. APPROPRIATIONS AND ALLOCATIONS**

11 **SECTION 1.1.** State Match. – The State Controller shall transfer the sum of one  
12 hundred twenty-one million five hundred eighty-five thousand five hundred ninety-four dollars  
13 (\$121,585,594) from the Savings Reserve Account to the General Fund, and those funds are  
14 hereby appropriated as follows:

- 15 (1) \$70,812,336 to the Hurricane Florence Disaster Recovery Fund created in S.L.  
16 2018-134 for the Department of Public Safety to be used to provide State  
17 match for Hurricane Florence federal disaster assistance programs.  
18 (2) \$33,173,258 to the State Emergency Response and Disaster Relief Fund for  
19 the Department of Public Safety, Division of Emergency Management to used  
20 as follows:  
21 a. \$11,197,013 to provide State match for federal disaster assistance  
22 programs related to Hurricane Matthew.  
23 b. \$4,176,245 to provide State match for federal disaster assistance  
24 programs related to Hurricane Michael.  
25 c. \$17,800,000 to provide State match for federal disaster assistance  
26 programs and funding for equivalent State assistance programs related  
27 to Hurricane Dorian.  
28 (3) \$17,600,000 to the Department of Environmental Quality to match additional  
29 federal funds for the Clean Water State Revolving Fund and the Drinking  
30 Water State Revolving Fund.

31 **SECTION 1.2.** Other Disaster Relief and Resiliency Appropriations/Nonrecurring  
32 Funds. – In addition to any other funds appropriated during the 2019-2020 fiscal year, there is  
33 appropriated from the unappropriated balance in the General Fund the sum of fifty-nine million



1 fifty thousand dollars (\$59,050,000) in nonrecurring funds for the 2019-2020 fiscal year to be  
2 allocated as follows:

- 3 (1) \$5,000,000 to the Office of State Budget and Management for the State  
4 Emergency Response and Disaster Relief Fund to ensure that sufficient funds  
5 are available to provide relief and assistance for Hurricane Dorian, recent  
6 storms, and future emergencies, as authorized by G.S. 166A-19.42.
- 7 (2) \$9,800,000 to the Department of Public Safety, Division of Emergency  
8 Management to be used as follows:  
9 a. \$5,000,000 to expand flood mitigation studies.  
10 b. \$4,800,000 for water level and breach monitoring systems for 1,510 high  
11 and intermediate risk dams.
- 12 (3) \$15,000,000 to the Department of Public Safety, Office of Recovery and  
13 Resiliency to be used as follows:  
14 a. \$10,000,000 to provide flexible local government loans to assist distressed  
15 communities impacted by Hurricane Matthew, Hurricane Florence,  
16 Hurricane Michael, or Hurricane Dorian. The Office shall enter into  
17 agreements with local governments to ensure the proper use of the funds  
18 and the return of the funds to the State once the local governments have  
19 received federal reimbursement. Loans may be used for cash flow  
20 assistance while awaiting federal reimbursement. NCORR shall operate  
21 the program on a revolving loan fund basis to assist the maximum number  
22 of local governments possible.  
23 b. \$5,000,000 to provide flexible local government grants to assist distressed  
24 communities impacted by Hurricane Dorian. Grants may be used for  
25 repairs, staff support and technical assistance, cash flow assistance, and  
26 other related activities.
- 27 (4) \$15,000,000 to the Office of State Budget and Management for the Golden  
28 L.E.A.F. (Long-Term Economic Advancement Foundation), Inc., to provide  
29 grants to governmental entities and organizations exempt from federal income  
30 tax under section 501(c)(3) of the Internal Revenue Code. The funds may be  
31 used to repair, replace, construct, or improve infrastructure or equipment  
32 damaged as a result of Hurricane Matthew, Florence, Michael, or Dorian, as  
33 well as to construct or improve infrastructure to support hazard mitigation.  
34 For the purposes of this program, infrastructure includes nonresidential  
35 buildings that serve the public, water, sewer, stormwater, and other publicly  
36 owned assets. The Golden L.E.A.F. may also provide grants to 501(c)(3)  
37 nonprofit organizations and established religious organizations to repair or  
38 replace places of worship damaged or destroyed by Hurricane Florence.  
39 The funds allocated to the Golden L.E.A.F. in this subdivision are not  
40 subject to G.S. 143C-6-23(d).
- 41 (5) \$5,000,000 to the Department of Agriculture and Consumer Services,  
42 Division of Soil and Water Conservation for stream debris removal.
- 43 (6) \$5,200,000 to Elizabeth City State University for repairs to academic and  
44 residential buildings impacted by Hurricane Dorian.
- 45 (7) \$1,700,000 to the Department of Public Instruction as a directed grant to Hyde  
46 County for repairs to the Ocracoke School necessitated by Hurricane Dorian.
- 47 (8) \$1,800,000 to the Office of State Budget and Management to provide a  
48 directed grant to Hyde County for construction of a pump station and related  
49 watershed restoration infrastructure for the Lake Mattamuskeet watershed.

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

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

**ITEM TITLE:** IRS PER DIEM RATE FOR 2020

**SUMMARY:** The IRS is reducing the national per diem mileage rate from .58 cents to .57.5 cents for 2020. Requesting approval to adjust the county's reimbursement rate from .58 cents to 57.5 cents as per the IRS rate.

**RECOMMEND:** APPROVE

---

MOTION MADE BY:  PUGH  
 PAHL  
 SIMMONS  
 SWINDELL  
 TOPPING

MOTION SECONDED BY:  PUGH  
 PAHL  
 SIMMONS  
 SWINDELL  
 TOPPING

VOTE:  PUGH  
 PAHL  
 SIMMONS  
 SWINDELL  
 TOPPING



# IRS issues standard mileage rates for 2020

IR-2019-215, December 31, 2019

WASHINGTON — The Internal Revenue Service today issued the [2020 optional standard mileage rates \(PDF\)](#) used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2020, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 57.5 cents per mile driven for business use, down one half of a cent from the rate for 2019,
- 17 cents per mile driven for medical or moving purposes, down three cents from the rate for 2019, and
- 14 cents per mile driven in service of charitable organizations.

The business mileage rate decreased one half of a cent for business travel driven and three cents for medical and certain moving expense from the rates for 2019. The charitable rate is set by statute and remains unchanged.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, except members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details, see [Rev. Proc. 2019-46 \(PDF\)](#).

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than five vehicles used simultaneously. These and other limitations are described in section 4.05 of [Rev. Proc. 2019-46 \(PDF\)](#).

[Notice 2020-05 \(PDF\)](#), posted today on IRS.gov, contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan. In addition, for employer-provided vehicles, the Notice provides the maximum fair market value of automobiles first made available to employees for personal use in calendar year 2020 for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile valuation rule in § 1.61-21(e).

*Page Last Reviewed or Updated: 31-Dec-2019*

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

		MEETING DATE 2/3/2020		"+" EXP BUDGET	"- " EXP BUDGET
				"- " REV BUDGET	"+" REV BUDGET
(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
10-20	Health - General Health	10-5900.7425	Capital Outlay	\$ 44,383.00	
		10-3482.0006	Health - Revenue		\$ 44,383.00
<b>TOTAL</b>				<b>\$ 44,383.00</b>	<b>\$ 44,383.00</b>

This is grant funding received from Kate B Reynolds to assist with Hurricane Florence Relief efforts. The funds are being used to construct an area for storage of supplies that may be used in an emergency event. Budget is increased by this amount but no local appropriations are required.

REQUESTED *Manal Gibbs* DATE 2-3-2020

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

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

**Meeting Date:** February 3, 2020  
**Presenter:** Chair, Vice-Chair, Commissioners, Manager  
**Attachment:** Yes

**ITEM TITLE:** MANAGEMENT REPORTS

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

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

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

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

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MOTION MADE BY:  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

MOTION SECONDED BY:  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

VOTE:  PUGH  
 SIMMONS  
 PAHL  
 SWINDELL  
 TOPPING

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

**Meeting Date:** February 3, 2020  
**Presenter:** Citizens  
**Attachment:** No

**ITEM TITLE:** PUBLIC COMMENTS

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

**RECOMMEND:** Receive comments.

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

**Meeting Date:** February 3, 2020  
**Presenter:** Board of Commissioners

**ITEM TITLE:** CLOSED SESSION

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

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

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

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MOTION MADE BY: <input type="checkbox"/> PUGH (ENTER) <input type="checkbox"/> SIMMONS <input type="checkbox"/> PAHL <input type="checkbox"/> SWINDELL <input type="checkbox"/> TOPPING	MOTION SECONDED BY: <input type="checkbox"/> PUGH <input type="checkbox"/> SIMMONS <input type="checkbox"/> PAHL <input type="checkbox"/> SWINDELL <input type="checkbox"/> TOPPING	VOTE: <input type="checkbox"/> PUGH <input type="checkbox"/> SIMMONS <input type="checkbox"/> PAHL <input type="checkbox"/> SWINDELL <input type="checkbox"/> TOPPING
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**ACTION TAKEN IN OPEN SESSION:**

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MOTION MADE BY: <input type="checkbox"/> PUGH (ACTION) <input type="checkbox"/> SIMMONS <input type="checkbox"/> PAHL <input type="checkbox"/> SWINDELL <input type="checkbox"/> TOPPING	MOTION SECONDED BY: <input type="checkbox"/> PUGH <input type="checkbox"/> SIMMONS <input type="checkbox"/> PAHL <input type="checkbox"/> SWINDELL <input type="checkbox"/> TOPPING	VOTE: <input type="checkbox"/> PUGH <input type="checkbox"/> SIMMONS <input type="checkbox"/> PAHL <input type="checkbox"/> SWINDELL <input type="checkbox"/> TOPPING
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July thru December	2019		2019	
	<u>Mainland</u>	<u>Ocracoke</u>	<u>Dorian</u>	<u>Dorian Cost</u>
No. Permits Issued				
Residential:	5	1		
Commercial:	0	0		
Other:	90	265	247	20,685.00

<u>Inspections</u>	<u>Mainland</u>	<u>Ocracoke</u>
Site Visits	14	8
Investigations	1	2
Inspections	142	17
Conferences	23	6
ODO/Plan Reviews	1	
School	36	

Fees Collected this Month

		Collected	Over/Under
Building Permit Fees Collected	New Residential/Commercial Construction		
	Renovations, Docks, Bulkhead, etc	\$ 25,000.00	\$ 18,681.02 \$ 6,318.98
Inspection Fees Collected	Electrical, HVAC, Plumbing, insulati	\$ 25,000.00	\$ 7,120.00 \$ 17,880.00
Penalties Collected		\$ 1,000.00	\$ 1,024.90 \$ (24.90)
Subdivision Fees			
Dumpster Fees		\$ 2,531.80	



**HYDE COUNTY COOPERATIVE EXTENSION  
COMMISSIONER REPORT  
JANUARY 2020**

**JANUARY PROGRAMS**

**Mattamuskeet Opportunities:** On January 8, 2020, CatieJo began a partnership with the Adult Day Activities Program in Fairfield to teach a monthly class on nutritional education and/or cooking a healthy snack. There were 6 participants & 2 staff members, and we made Greek Snack Bowls. Participants helped measure ingredients and learned new ways to eat various ingredients! They especially liked the homemade Greek yogurt & dill dip.

**Mobile Food Pantries:** CatieJo began assisting with the 3 general mobile food pantries and the 1 mobile pantry for senior citizens with distribution, all through the Food Bank of the Albemarle. Next month, she will begin distributing recipe cards at each location, based on ingredients commonly received in boxes.

**Safe Plates Training:** On January 14-15, 2020, CatieJo completed in-person training of Safe Plates, a national food safety program. She is now working on post-training requirements in order to offer the class in Hyde County later this year. She will be able to offer this for Food Managers (for exam certification) as well as similar classes for Food Handlers and School Nutrition Personnel (no official certification but teach same principles).

\*This program prepares managers for the American National Standards Institution approved Food Protection Manager Certification. Managers successfully completing the exam meet the FDA Food Code 2017 requirement for a Certified Food Protection Manager. This certificate is also good in NC and throughout the United States for five years.

**Hyde County Farmers Win Big at the NC Commodities Conference**

Farmers have the opportunity to enter wheat, corn, and soybeans in the state yield contest. Andrea measured 15 corn yield contest and two soybean yield contest entries in 2019. Hyde County winners are as follows:

- Corn
  - Boerema Farms placed 1<sup>st</sup> in the Tidewater region, 1<sup>st</sup> in the state dryland division, and 1<sup>st</sup> in the no-till dryland division with a yield of 310.81 bu/acre!
  - Armstrong Farms placed 2<sup>nd</sup> in the Tidewater region, dryland division with a yield of 279.15 bu/acre
  - Andrea was awarded the Agent Achievement Award (the top three corn yield contest entries averaged 299.09 bu/acre)
- Soybeans
  - Boerema Farms placed 3<sup>rd</sup> in the non-irrigated division with a yield of 92.2 bu/acre

**Road Show Production Meetings**

Ag Agents in Beaufort, Hyde, Tyrrell, and Washington Counties work together to bring the latest research-based production information to the farmers. Two types of meetings are offered: pest management and agronomic. Pesticide re-certification credits and additional safety (V) training credits are offered at the pest management meetings. Annual required "Auxin Stewardship" training is offered at some locations.

- January 14, 2020 – Plymouth Pest Management Auxin Training, Road Show, and V Training (165 attendees)
- January 16, 2020 – Bath Pest Management Road Show and V Training (55 attendees)
- January 17, 2020 – Ponzer Agronomic Road Show Meeting (60 attendees)

**Juvenile Crime Prevention Council (JCPC):** Mary-Beth Mann was hired as the new JCPC Coordinator for Hyde County Cooperative Extension as of January 6, 2020. She will oversee the H.Y.D.E. Kids program, which is an interpersonal skill building program that assists at-risk youth with personal and life skills development through experiential learning.

**4-H Club Update:** Hyde County 4-H is launching three new clubs for the year of 2020. We will begin the “Reeling in Leaders” Fishing Club, HYCO ATV Safety Club, and CloverQuest Club; a pilot program for NC State University for 4-H Cloverbuds (5-8 years old). The Hyde County Shooting Sports team will also resume practice and prepare for their regional tournaments. The Shooting Sports team secured a grant valuing up to \$1200 from the NRA to help with supplies.

**4-H Teen Council:** Hyde County 4-H was granted additional funding (\$8125) from Department of Public Safety to assist with the compliance of the Raise the Age standard. We will be creating a new 4-H Teen Council program that will engage teenagers and empower them to tap into their leadership capacities and personal development. It is our hopes to create a group of youth leaders to guide the direction of our 4-H program offerings and be positive role models for their peers through active engagement.

**Hyde County Parks and Recreation:** The Hyde County Youth Athletics Basketball season has begun. We had 50+ youth register. There are 4 teams (One 5-7 year old; Two 8-10 year old and One 11-13 year old). Our first game was on Saturday, January 25, 2020 in Plymouth.

### UPCOMING EVENTS

- **Extension & Community Association meeting:** January 30, 2020 at the Senior Citizens Center
- **4-H Livestock Show and Sale Signups** – January 31, 2020 -Signups DUE
- **Road Show Production Meetings**
  - February 4, 2020 – Fairfield Pest Management Meeting and V Training (Harris Steakhouse)
  - February 5, 2020 – Columbia Agronomic Road Show (Green Valley Farms)
- **East Regional Horse Bowl** – February 8, 2020 (Currituck County)
- **Blackland Cotton Production Meeting & Auxin Training:** February 12, 2020 at the Ponzer Community Building
- **Head Start meeting with HCHD WIC-representative:** February 12, 2020 at Head Start building
- **Farm Health & Safety Program:** February 13, 2020 at Carawan Farms, Swan Quarter
- **4-H Summer Camp Special Promotion Signups** – February 14, 2020 (Special Promotion Ends)
- **Steps to Health Programming:** 9-week curriculums (once per week) beginning mid-February – two 3<sup>rd</sup> grade classes during school day; Kids Club during 21<sup>st</sup> Century after school program.
- **4-H Agent Professional Retreat** – February 19-21, 2020, Rocky Mount, NC
- **All 4-H Club Signups** – February 29, 2020 -Signups DUE

## Human Resources Department Report – February 2020

- Verified information for vacation/sick leave for employees
- Completed monthly payroll
- Compiled and completed the quarterly payroll reports (941, NC-5Q, Department of Employment Security)
- Balanced, processed and distributed W-2's to employees, IRS and NC Dept. of Revenue
- Compiled, generated, uploaded and/or mailed copies of 1094-C's and 1095-C's to employees, IRS and North Carolina Dept. of Revenue (Affordable Care Act reporting)
- Processed form 1094-C for IRS
- Completed and processed monthly vouchers to pay employees' insurances, tax garnishments, child support payments, retirement, etc.
- Daily Tasks - Assisted employees as necessary concerning hours worked, salary, insurance, benefits, retirement, deposit changes, etc.
- Compiled and posted the 2019 mandatory survey of Occupational Injuries & Illnesses Notice for the Federal Bureau of Labor Statics
- Completed and posted the OSHA form 300A (Annual Worker's Compensation Report)
- Generated the Human Resources employee newsletter
- Provided support for three FLMA issues
- Provided support for disciplinary conference
- Keyed FEMA overtime reporting
- Enrolled two part-time employees

Respectively submitted,

*Tammy Blake*

**RESOLUTION IN SUPPORT OF THE 2<sup>ND</sup> AMENDMENT AND POSSIBLE  
ACTIONS**

**WHEREAS**, the Right of the People to Keep and Bear Arms is guaranteed as an Individual Right under the Second Amendment to the United States Constitution; and

**WHEREAS**, the Right of the People to Keep and Bear Arms for defense of Life, Liberty and property is regarded as an Inalienable Right of the People of Beaufort County, North Carolina; and

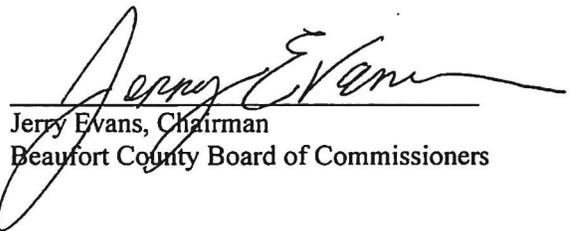
**WHEREAS**, Beaufort County Board of Commissioners, being elected to represent the People of Beaufort County and being duly sworn by their Oath of Office to uphold the Constitution of the United States; and

**WHEREAS**, Members of the North Carolina House of Representatives and Senate and Governor, being duly sworn by their Oath of Office to uphold the Constitution of the United States.

**NOW, THEREFORE, IT BE AND IS HEREBY RESOLVED** that the People of Beaufort County, North Carolina do hereby oppose the enactment of any legislation that would infringe upon the Rights of the People to Keep and Bear arms and consider such laws to be unconstitutional and beyond lawful Legislative Authority.

**BE IT FURTHER RESOLVED**, that if the government of the State of North Carolina shall infringe upon the inalienable rights granted by the Second Amendment, Beaufort County shall become a "Sanctuary County" for all firearms unconstitutionally prohibited by the government of the State of North Carolina in that, Beaufort County will prohibit its employees from enforcing the unconstitutional actions of the state government.

Adopted this 13<sup>th</sup> day of January 2020

  
\_\_\_\_\_  
Jerry Evans, Chairman  
Beaufort County Board of Commissioners

  
\_\_\_\_\_  
Kathleen Mosher, CMC, NCCCC  
Clerk of the Board

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**Motion:** Commissioner Deatherage motioned to approve the above resolution. Commissioner Richardson seconded.

**Yes Votes**

Chairman Jerry Evans  
Commissioner Deatherage  
Commissioner John Rebholz  
Commissioner Hood Richardson  
Commissioner Frankie Waters

**No Votes**

Vice-Chairman Jerry Langley  
Commissioner Ed Booth

Resolution # 2020-01-13-02

David Walker, Chairman  
Tony Brown, Vice Chairman  
Barry McPeters, Commissioner  
Lynn Greene, Commissioner  
Brenda Vaughn, Commissioner



Ashley Wooten  
County Manager  
Cheryl Mitchell  
Clerk to the Board  
Donald Fred Coats  
County Attorney

# McDowell County

60 East Court Street • Marion, North Carolina 28752  
Telephone: (828) 652-7121 • Fax: (828) 659-3484 • Website: [www.mcdowellgov.com](http://www.mcdowellgov.com)

## RESOLUTION DECLARING MCDOWELL COUNTY A SECOND AMENDMENT SANCTUARY

**WHEREAS**, the Constitution of the United States is the Supreme Law of our nation; and

**WHEREAS**, the Second Amendment to the Constitution of the United States of America states: "A well-regulated Militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed;" and

**WHEREAS**, the North Carolina Constitution, Article I, Section 30, states: "A well-regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed; and, as standing armies in time of peace are dangerous to liberty, they shall not be maintained, and the military shall be kept under strict subordination to, and governed by, the civil power. Nothing herein shall justify the practice of carrying concealed weapons, or prevent the General Assembly from enacting penal statutes against that practice;" and

**WHEREAS**, the McDowell County Board of Commissioners is concerned about the passage of any bill or legislation which could be interpreted as infringing the rights of the citizens of McDowell County to keep and bear arms; and

**WHEREAS**, the criminal misuse of firearms is not a reason to unconstitutionally infringe the rights of law-abiding citizens of McDowell County; and

**WHEREAS**, the McDowell County Board of Commissioners wishes to express its intent to stand as a Sanctuary County for Second Amendment rights and to oppose, within the limits of the Constitution of the United States, the Constitution of North Carolina, and McDowell County's authority, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the rights of the citizens to keep and bear arms.

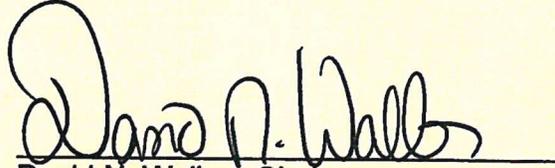
**NOW, THEREFORE, BE IT RESOLVED** that the McDowell County Board of Commissioners do hereby declare its intent to uphold the Second Amendment rights of the citizens of McDowell County and that public funds, resources, employees,

*"Great History, Exciting Future"*

buildings or offices not be used to unconstitutionally restrict Second Amendment rights or to aid or assist in the unconstitutional enforcement of the rights under the Second Amendment of the citizens of McDowell County to keep and bear arms; and

**FUTHERMORE**, the Board of Commissioners hereby declares McDowell County, North Carolina, as a "Second Amendment Sanctuary."

Adopted this the 13<sup>th</sup> day of January, 2020



David N. Walker, Chairman

  
Cheryl L. Mitchell, Clerk to the Board



## COUNTY OF CURRITUCK

### RESOLUTION OF THE BOARD OF COMMISSIONERS FOR CURRITUCK COUNTY, NORTH CAROLINA IN SUPPORT OF RIGHTS AFFORDED BY THE SECOND AMENDMENT TO THE UNITED STATES CONSTITUTION

**WHEREAS**, the Currituck County Board of Commissioners supports the United States Bill of Rights reinforcing guarantees of individual rights and limitations of federal and state governments; and

**WHEREAS**, the Second Amendment to the United States Constitution provides that “[A] well regulated militia, being necessary to the security of a free state, the right of the people to keep and bear arms, shall not be infringed.”; and

**WHEREAS**, similarly Article 1, Section 30 of the Constitution of North Carolina provides in part that “[A] well regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed . . . .”; and

**WHEREAS**, in *District of Columbia v. Heller*, 554 U.S. 570 (2008) the United States Supreme Court held that the Second Amendment protects an individual right to possess a firearm unconnected with service in a militia, and to use that fire arm for traditionally lawful purposes, such as self-defense within the home and in *McDonald v. City of Chicago*, 561 U.S. 742 (2010) the United States Supreme Court held that the right of an individual to keep and bear arms as protected by the Second Amendment is incorporated by other sections of the Constitution against the States; and

**WHEREAS**, the Currituck County Board of Commissioners is concerned about any effort by the North Carolina General Assembly or United States Congress to enact legislation infringing upon a citizen’s individual right to possess a firearm and to use a firearm for traditionally lawful purposes as the United States Supreme Court has interpreted the Constitution; and

**WHEREAS**, the Currituck County Board of Commissioners supports the decisions of the United States Supreme Court that interpret the Second Amendment as giving individual’s the right to bear arms and use firearms for traditionally lawful purposes.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners for Currituck County, North Carolina that:

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

Section 2. In support of the citizenry's Second Amendment rights, the Currituck County Board of Commissioners will take all necessary steps within its power to ensure that legislative bodies do not enact legislation affecting the Second Amendment right of citizens to bear arms and use firearms for traditionally lawful purposes including lobbying of legislative delegations and intervention in litigation challenging such legislation.

Section 3. As further indicia of support for rights afforded citizens by the Second Amendment, the Currituck County Board of Commissioners declares Currituck County to be a "Second Amendment Refuge".

**ADOPTED** the 21<sup>st</sup> day of January, 2020.



Robert M. White, Chairman

Attest:



Clerk to the Board

