

# **HYDE COUNTY BOARD OF COMMISSIONERS**



**Hyde County Courthouse Multi-purpose Room**

**30 Oyster Creek Road, Swan Quarter, NC**

**and**

**Ocracoke Community Center**

**999 Irvin Garrish Highway, Ocracoke, NC**

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

**Meeting Date:** August 3, 2015  
**Presenter:** Chairman Barry Swindell  
**Attachment:** No

**ITEM TITLE:** OPENING

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

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

**Meeting Date:** August 3, 2015  
**Presenter:** Brandy Pugh, Clerk of Court  
**Attachment:** No

**ITEM TITLE:** SWEARING IN OF CLERK TO BOARD ROSEMARY JOHNSON

**SUMMARY:** Hyde County Clerk of Court will swear in Rosemary Johnson as Deputy Clerk to the Hyde County Board of Commissioners

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

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

**Meeting Date:** August 3, 2015  
**Presenter:** Bill Rich, County Manager  
**Attachment:** No

**ITEM TITLE:** TOUR OF POTENTIAL EMS PROPERTIES

**SUMMARY:** From 4:00-6:00 p.m., the Commissioners will tour potential properties for the relocation of EMS on Ocracoke.

# AGENDA

## HYDE COUNTY BOARD OF COMMISSIONERS' MEETING

### OCRACOKE COMMUNITY BUILDING AND THE MULTI-PURPOSE ROOM OF THE HYDE COUNTY GOVERNMENT BUILDING

#### TELEPHONE ONLY

MONDAY, AUGUST 3, 2015 – 4:00 PM

#### CALL TO ORDER

#### OPENING

SWEARING IN OF CLERK TO THE BOARD ROSEMARY JOHNSON.....BRANDY PUGH  
HYDE COUNTY CLERK OF COURT

VISIT POTENTIAL EMS LOCATIONS FROM 4:00 PM TO 6:00 PM.

#### CONSIDERATION OF AGENDA

#### CONSIDERATION OF MINUTES

1) July 6, 2015 – Regular Meeting Minutes

#### PUBLIC HEARINGS (none)

#### EMPLOYEE RECOGNITION

1) Linda Basnight, Tax Administrator (45 years)

#### PRESENTATIONS

- 1) Ocracoke Generator..... Paul Spruill
- 2) 2016 Ocracoke Fireworks ..... William Rich
- 3) Recognition and Resolution commending the personnel of Hyde County Emergency Medical Services, Ocracoke Volunteer Fire Department, Hyde County Public Information Officer William Rich

#### PUBLIC COMMENTS

<p>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</p>
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#### ITEMS OF CONSIDERATION

**ITEMS OF CONSIDERATION**

**1) Resolutions**

- a. Resolution – Letter of Commitment for Airport Safety/Maintenance Projects ..... Jane Hodges
- b. Resolution supporting Governor Pat McCrory’s Connect NC Bond Initiative.....Kris Noble
- c. Designation of Agents for FEMA Federal Diaster Assistance applicants.....Kris Noble

2) Update on EMS Building Prospects.....William Doefler/William Rich

3) Special Assistant County Manager’s Report..... William Doefler

4) Perceptions of Environmental and Economic Change Along the North Carolina Coast-Project Report for Hyde County..... Kris Noble

5) Handicapped Beach Access Update..... Kris Noble

6) IOMAX USA Testing..... Kris Noble

7) Revolving Loan Request: Devil Shoal Oyster and Clam Company..... Kris Noble

8) Ferry Pass Update..... William Rich

9) Golden LeafUpdate.....William Rich

10)Ocracoke Lightening .....Comm. Fletcher

11) Crime Report – Sheriff’s Dept. .... Comm. Fletcher

12) State Trooper – 4<sup>th</sup> of July ..... Comm. Fletcher

13) Ocracoke Noise Ordinance.....Sean Death and Ann Eringhaus

**BUDGET MATTERS**

Hyde Transit: FY14-15 Rural Operating Assistance Program Budget Revisions

- b) Health Department: BR 01-16 BF Peer Counselor
- c) Health Department: BR 02-16 Injury Prevention and Prescription Overdose
- d) Health Department: BR 03-16 Health Promotion
- e) Health Department: BR 04-16 Ebola Preparedness

**f) Year end Budget Revisions/Journal Entries**

1. Register of Deeds: Excise Tax on Conveyance to State Conveyance \$ 6,000.00
2. Maintenance: Insurance Claims-Misc to Maintenance and Repairs \$ 10,000.00
3. Maintenance: Insurance Claims-Misc to Maintenance and Repairs \$ 10,000.00
4. Maintenance: Insurance Claims-Misc to Maintenance and Repairs \$ 10,000.00
5. Court Facility Fees: Court Facility Fees to Court Facility Fees \$ 3,000.00
6. Sales Tax: ART 40 Sales Tax to ART 40 Sales Tax \$ 10,000.00
7. Sales Tax: ART 40 Sales Tax to ART 40 Sales Tax \$ 6,000.00
8. Sales Tax: ART 40 Sales Tax to ART 40 Sales Tax \$ 10,000.00
9. Legal Fees to Maintenance Contract Services \$ 5,000.00
10. Sheriff: Insurance to Maintenance Contract Services \$ 6,000.00
11. Forestry: Forestry Program tp Solid Waste Equipment \$ 10,000.00
12. Forestry: Forestry to Cooperative Extension Departmental Supplies \$ 2,000.00
13. Inspections: Departmental Supplies to Solid Waste Equipment \$ 6,000.00
14. Health: Primary Care Part Time to Health Telephone \$ 6,000.00

## **MANAGEMENT REPORTS**

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

## **MANAGER'S PROJECTS UPDATE**

## **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**

- 1) Tax Department (requires signature)
  - a. 2014 Tax Books Recapitulated
  - b. 2014 DMV Tax Taxes Recapitulated
- 2) Mattamuskeet Senior Center
- 3) Soil & Water
- 4) Human Resources
- 5) Inspection Department
- 6) DSS

### **Informational Items**

- 1) Yadkin County Board of Commissioners – News Release (REACH)
- 2) NCDENR Grants for Transient Recreational Boating Facilities
- 3) NCDENR Joint Coastal Meeting with Agenda Draft
- 4) Solar Farm Information

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

**Meeting Date:** August 3, 2015  
**Presenter:** Lois Stotesberry, Clerk  
**Attachment:** Yes

**ITEM TITLE:** CONSIDERATION OF MINUTES

**SUMMARY:** Attached are the July 6, 2015 Regular Meeting Minutes of the Hyde County Board of Commissioners.

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

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

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

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

1 Regular Meeting Minutes

2 Board of County Commissioners  
3 Hyde County

4  
5 Monday, July 6, 2015

6 Chairman Barry Swindell called the Regular Meeting of the Hyde County Board of Commissioners to  
7 order at 6:00pm on Monday, July 6, 2015, in the Hyde County Government Center, Multi-Use Room,  
8 and the Ocracoke School Commons Room using electronic conferencing equipment.

9 The following members were present on the mainland: Commissioners Earl Pugh, Jr., Dick Tunnell  
10 and Barry Swindell; Attorney Fred Holscher; County Manager Bill Rich; Clerk to the Board Lois  
11 Stotesberry; and, members of the public. Commissioner Benjamin Simmons was absent.

12 The following members were present on Ocracoke: Commissioner John Fletcher, Public Information  
13 Officer Sarah Johnson and members of the public.

14 Following opening prayer by Commissioner Fletcher and pledge of allegiance the meeting was called  
15 to order.

16 Agenda:

17 Chairman Swindell asked for changes to the July 6, 2015 Meeting Agenda.

18 Commissioner Fletcher moved to approve the July 6, 2015 Meeting Agenda as presented by the Clerk  
19 with addition of Presentation No. 3 – Update on Pungo District Hospital Request for Funding  
20 Assistance and No. 4 – Future of Beaufort County Hospital Board; and, Item No. 11 – Ocracoke  
21 Community Center Board Manager. Mr. Pugh seconded the motion. The motion passed on the  
22 following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting –  
23 Simmons.

24  
25 Consideration of Minutes:

26 Commissioner Pugh moved to approve the June 1, 2015 Board of Commissioners Regular Meeting  
27 Minutes as presented by the Clerk. Mr. Tunnell seconded the motion. The motion passed on the  
28 following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting –  
29 Simmons.

30  
31 Introduction:

32 Michael Kelly, NCACC RMP

33 County Manager Rich introduced Michael Kelly, Risk Management Director, NCACC who visited the  
34 County to observe the Board of Commissioners meeting. The North Carolina Association of County  
35 Commissioners' (NCACC) Risk Management Pools (RMP) offers workers' compensation and liability  
36 and property coverages for counties and related entities.

37  
38 Dr. Landon B. Mason, Executive Director, EIC

39 Clerk to the Board Lois Stotesberry introduced Dr. Landon B. Mason, Executive Director of the  
40 Economic Improvement Council (EIC). Dr. Mason is a veteran of the United States Army and has a

1 background in Management Development, Leadership Development and Concern for Community and  
2 Family Development. He is a graduate of Troy State University, Alabama; Norfolk State University  
3 and Virginia Union University in Virginia and has a Master of Pastoral Counseling and Doctorate of  
4 Ministry Degree.

5  
6 Dr. Mason reported the EIC serves ten (10) counties: Camden, Chowan, Currituck, Dare, Gates, Hyde,  
7 Pasquotank, Perquimans, Tyrrell and Washington. It is the mission of the Economic Improvement  
8 Council, Inc. to provide the economic, physical, and social well-being of its clients by providing  
9 quality services to help them become self-sufficient.

10  
11 In Fiscal Year 2014-2015 approximately \$264,000.00 was provided to Hyde County citizens through  
12 four (4) programs:

- 13
- 14 • **Section 8** – twenty (20) families received housing assistance totaling \$91,000.00
- 15
- 16 • **Head Start** – sixteen (16) enrollments in the Head Start Center totaling \$134,968.00
- 17
- 18 • **Weatherization** – seven (7) families received the assistance of trained technicians who  
19 evaluated the needs of each home by conducting an energy audit and suggesting efficiency  
20 methods that are the most appropriate and cost-effective for the home totaling \$6,835.00  
21 and six (6) homes were weatherized totaling \$31,000.00
- 22
- 23 • **Community Services Block Grant (CSBG) Family Self-Sufficiency (FSS)** – is a type of  
24 assistance designed to empower people to take control of their lives by becoming  
25 independent and productive members of their community.
- 26

### 27 Employee Recognition:

28 County Manager Rich commended Gloria Collins-Spencer for 32 years of service in the  
29 Department of Social Services (DSS). Gloria began working as a Hyde County Social Work  
30 Trainee on November 22, 1982. In 1984 Gloria was promoted to Social Worker I and in 1985  
31 to Social Worker II. She became Acting Department of Social Services Director in 1987 and in  
32 1989 she was promoted to Director. She retired on May 31, 2015.

33  
34 Alice Mackey, Community Employment Case Manager, Hyde County ADAP Center, accepted  
35 a Years of Service Certificate and 30-year Pin and a Hyde County Seal Paperweight with Mrs.  
36 Spencer's name and dates of service inscribed.

### 37 Presentations:

#### 38 2014 Community Health Assessment (CHA)

39 Anna Schafer, Public Health Educator II, presented overview of the 2014 Community Health  
40 Assessment and leading causes of death. This document is the work of a local partnership among the  
41 Hyde County Health Department (HCHD), Vidant Beaufort Hospital (VBH), the Outer Banks Hospital  
42 (OBH), and the community's Healthy Carolinians coalition, Hyde Partners for Health (HPH). This  
43 team's work, assisted by both an independent public health consultant and the Center for Survey  
44 Research at East Carolina University, culminated in a comprehensive CHA report

1 <http://hydehealth.com/healtheducation.htm> that was excerpted to create this report (available on the  
2 Hyde County Health Department website. (pg. 8 – Executive Summary) Ms. Schafer discussed overall life  
3 expectancy statistics for persons born in Hyde County in 2010-12 was 1.5 years lower than the  
4 comparable state average. Men in Hyde County had a higher and women a lower life expectancy  
5 compared to NC data. The life expectancy for African Americans in Hyde County was the same as for  
6 that group statewide. Between 1990-92 and 2010-12, life expectancies in Hyde County improved in  
7 all categories except females. Cancer and heart disease are leading causes of death. Morbidity and  
8 chronic disease in Hyde County include diabetes, overweight and obesity, communicable disease,  
9 mental health and substance abuse. (pg. 31 – 37 - Life Expectancy and Leading Causes of Death). The next Community  
10 Health Assessment will be presented in 2017.

11  
12 Commissioner Pugh moved to accept the 2014 Community Health Assessment report. Mr. Tunnell  
13 seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and  
14 Swindell; Nays – None; Absent or not voting – Simmons.

### 15 Ocracoke Island EMS Site Relocation

16 Will Doerfer, MPA, Assistant Manager, presented PowerPoint with pictures and terms of multiple  
17 options for relocation of EMS sites on Ocracoke Island. Currently the Ocracoke EMS Station is  
18 located behind the Health Department. The Health Department is experiencing federally mandated  
19 expansion which requires their occupying the current EMS building. The deadline to vacate the  
20 property is December 2015.

21 After discussion, Commissioner Tunnell moved to table Ocracoke Island EMS Site Relocation  
22 discussion until the August 3, 2015 Board of Commissioners meeting. Mr. Pugh seconded the motion.  
23 The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None;  
24 Absent or not voting – Simmons.

### 25 Pungo District Hospital Update

26 June 1, 2015, Dr. Charles Boyette requested Hyde County Board of Commissioners' assistance in  
27 acquiring title to the Pungo District Hospital property at 202 East Water Street, Belhaven, NC. At that  
28 time the Board of Commissioners instructed Attorney Fred Holscher to proceed with research on  
29 documentation, legality and funding requests of Dr. Boyette and supporters for re-opening Pungo  
30 District Hospital and to report his findings at the next regularly scheduled Commissioners meeting.

31 County Attorney Fred Holscher researched legal requirements necessary to assist with Dr. Boyette's  
32 requests. Mr. Holscher spoke with Freyda Bleustein, Associate Dean for Faculty Development/  
33 Professor of Public Law and Government and Kara Milonzi, Associate Professor of Public Law and  
34 Government, UNC-SOG. In response, Mr. Holscher was informed General Statutes do not speak to  
35 this type request and the County would have to get a Bill passed to assist in acquiring the PDH  
36 property title. Mr. Holscher reported he sent a letter to John Lange, Consultant for the group on June  
37 3<sup>rd</sup> with no reply.

### 38 Future of Beaufort County Hospital Board

39 Beaufort County Commissioner Hood Richardson reported Mr. Lange is no longer associated with this  
40 project and correspondence should be sent to Belhaven Mayor Adam O'Neal. Mr. Richardson  
41 accompanied by Dr. Charles Boyette, Mayor Adam O'Neal and Eunice Williams reported the Beaufort  
42 County Board of Commissioners plan to dissolve the Pungo District Hospital Board at its July 7<sup>th</sup>

1 Board meeting. Mr. Richardson asked the Hyde County Board of Commissioners to join together with  
2 the group and support a hospital in Belhaven.

3 No action taken.

4  
5 **Public Comment:** (none)

6  
7 **Appointments:**

8  
9 **Ocracoke Occupancy Tax Board**

10 Commissioner Fletcher reported on July 7, 2014 the Hyde County Board of Commissioners appointed  
11 Trudy Austin to serve a one-year term on the Ocracoke Occupancy Tax Board and set staggered three-  
12 year terms for the five-member board.

13  
14 Commissioner Fletcher moved to appoint Trudy Austin to serve a three-year term (2015-2018) on the  
15 Ocracoke Occupancy Tax Board. Mr. Pugh seconded the motion. The motion passed on the following  
16 vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

17  
18 **Voting Delegate to NCACC Annual Conference**

19 County Manager Rich reported the 108<sup>th</sup> NCACC Annual Conference will be held in Pitt County, NC  
20 on August 20-23, 2015. Hyde County has been asked to elect a Designated Voting Delegate to  
21 represent the County at this conference.

22  
23 Chairman Swindell moved to appoint Vice-chairman Pugh to serve as the Designated Voting Delegate  
24 for Hyde County at the 108<sup>th</sup> NCACC Annual Conference. Mr. Tunnell seconded the motion. The  
25 motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None;  
26 Absent or not voting – Simmons.

27  
28 **Department of Social Services Board**

29 Suzanne Johnson, Interim DSS Director, reported Minnie Farrow's 3-year term expired on June 30,  
30 2015 and requested re-appointment.

31  
32 Commissioner Tunnell moved to re-appoint Minnie Farrow to serve a second three-year term on the  
33 Hyde County DSS Board. Mr. Pugh seconded the motion. The motion passed on the following vote:  
34 Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

35  
36 **Hyde County Transit Board**

37 County Manager Rich reported Beverly Paul, Transit Director, was unable to attend the meeting but  
38 requests appointment of Phillip Holloway and David Howard to serve on the Hyde County Transit  
39 Board of Directors.

40  
41 Commissioner Fletcher moved to appoint Phillip Holloway from Northeast Workforce Solutions and  
42 David Howard, Hyde County Health Director to serve on the Hyde County Transit Board of Directors.  
43 Mr. Pugh seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh,  
44 Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

**Increase In DSS Board Per Diem Rates:**

Suzanne Johnson, Interim DSS Director, reported the DSS Board of Directors requests increase in per diem rates.

Commissioner Fletcher moved to increase DSS Board meeting rate of pay to \$50.00; approve per diem rates for motel, meals and mileage when attending out of county meetings based on county rates; and, to pay county rates if the DSS Board meets on Ocracoke. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

**Report – Special Assistant Will Doerfer:**

Will Doerfer, Special Assistant to County Manager Bill Rich, presented report on projects he began during the month of June. Mr. Doerfer thanked the Board of Commissioners for his fellowship opportunity with Hyde County. He is working on hurricane preparedness and debris monitoring options, FEMA training, ferry projects, EMS site relocation and discussed future projects with department heads.

**ECU State Employees Credit Union Internship:**

Kris Cahoon Noble, Planning Director, presented two Memorandums of Understanding (MOU) for the two summer interns who will be providing assistance to the Office of Planning and Economic Development with two economic development projects. The projects are: 1) developing a business and industry survey for existing Hyde County businesses; and, 2) developing a survey to identify desired course offerings in Hyde County to be provided by Beaufort County Community College (BCCC). The interns started work on July 6, 2015 and will complete 300 hours of service.

Commissioner Fletcher moved to approve the two Memorandums of Understanding (MOU's) between the ECU State Employees' Credit Union Internship program and the Hyde County Office of Planning and Economic Development. Mr. Pugh seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

**Priority Pass:**

County Manager Rich reported keeping ferries free from new or additional fees or tolls has been a priority in Hyde County over the past few years. The county has been successful until this year when the Senate voted to include changes to ferry funding in the FY2015-2016 State Budget. Mr. Rich reported the Senate proposes to set a \$150.00 fee for a priority boarding pass in addition to applicable ferry tolls and to study privatization of the ferry system. The House of Representatives oppose ferry tolls, increases in tolls and ferry passes. Citizens have been asked to contact legislators and express their opinion on ferry passes, fees and tolls. Contact information for NC House and Senate Standing Transportation Committee and Hyde County Board of Commissioners is available on the Hyde County website [www.hydecourtync.gov](http://www.hydecourtync.gov).

Commissioner Pugh moved to specifically address the Priority Pass proposal and to adopt "Resolution Opposing the Priority Pass Concept for non-residents". Mr. Fletcher seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

*Clerk's Note: A copy of "Resolution Opposing the \$150 Senate Proposed Priority Pass" is attached herewith as Exhibit A and incorporated herein by reference.*

1 **Dare/Hyde Interlocal Agreement for Inspections:**

2 County Manager Rich reported the Dare-Hyde Interlocal Agreement to provide fire and electrical inspection  
3 services within the territorial jurisdiction of Hyde County will expire on August 1, 2015. The renewed  
4 Agreement will be for a period of twelve (12) months.

5  
6 Commissioner Pugh moved to approve the renewal of the Dare/Hyde Interlocal Agreement for fire and  
7 electrical inspection services within the territorial jurisdiction of Hyde County, effective August 1,  
8 2015 – August 1, 2016. Mr. Fletcher seconded the motion. The motion passed on the following vote:  
9 Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

10  
11 **David’s Trash:**

12 County Manager Rich reported he, Utilities Director Clint Berry and Solid Waste Director James  
13 Blount met with Rob Cuthrell who announced David’s Trash will sell or give their agreement with  
14 Ocracoke for trash pick-up to another vendor.

15  
16 **Golden LEAF Foundation – Monthly Update:**

17 County Manager Rich presented update on the Golden LEAF Foundation as of June 30, 2015. The  
18 current outstanding loan total is \$827,371.10 and income received per month is \$11,178.31.

19  
20 **National Park Service – David Hallac:**

21 Kris Cahoon Noble, Planning Director, William Doefler, Special Assistant County Manager and  
22 William Rich, County Manager met with David Hallac, NPS Superintendent and Cyndy Holda,  
23 Spokeswoman for the NPS Outer Banks Group on May 22<sup>nd</sup> in Ocracoke. Topics of discussion  
24 included a passenger ferry project, trolley/tram around Ocracoke Village, lighthouse parking (develop  
25 property), ORV and sound side access, Ocracoke Airport, ballfield public access and decrease in the  
26 buffer zone around Piping Plover nests. Ms. Noble is looking forward to joint projects with the NPS.

27  
28 **Topics of Concern:**

29 Commissioner John Fletcher asked Kris Cahoon Noble, Planning Director, to research access to the  
30 beach for handicapped citizens who need to go in a vehicle; and, the boat ramp by the Park Service  
31 ferry landing. Ms. Noble will include these concerns at her next meeting with Superintendent Hallac.

32  
33 **Ocracoke Community Center Coordinator:**

34 Commissioner John Fletcher reported the Ocracoke Community Center Board offered the position of  
35 Community Center Coordinator to Annie Garrish Pfeuffer. The position pays \$400/month, as supplied  
36 by Ocracoke occupancy tax funds.

37  
38 Commissioner Fletcher moved to approve, Annie Garrish Pfeuffer in the position of Community  
39 Center Coordinator at a rate of \$400 per month, as supplied by Ocracoke occupancy tax funds. Mr.  
40 Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh,  
41 Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

42  
43 **Budget Revisions:**

44 County Manager Rich presented one budget revision for Board approval.

45  
46 Commissioner Pugh moved to approve the Cooperative Extension transfer for Copier Lease Agreement  
47 for \$300.00. Commissioner Fletcher seconded the motion. The motion passed on the following vote:  
48 Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – Simmons.

**Management Reports:**

1 **Commissioner Fletcher** – reported Dare County beach accesses are nice. County Planner Kris Noble  
2 will research and report her findings.

3 **Commissioner Pugh** – attended EMS Station and Ocracoke Dump tour with Manager Rich and  
4 Albemarle Commission, Farm to Food Bank and Ocracoke Parade meetings.

5  
6 **Commissioner Tunnell** – also attended the Farm to Food Bank event. He reported dike improvements  
7 are complete.

8  
9 **Chairman Swindell** – attended the Board of Health meeting.

10  
11 **Commissioner Simmons** – absent.

12  
13  
14 **Manager Rich** – attended the Farm to Food Bank and Farm Tour event and reported approximately 70  
15 people attended. Mr. Rich reported occupancy tax collections are up \$21,000.00 from last year. The  
16 mainland collected \$10,000.00 and Ocracoke collected \$450,000.00. He also reminded the Board to  
17 try to attend the JLUS meeting in Washington. Letters will be sent next week. Mr. Rich wished  
18 everyone a happy FY15-16 new year.

**Public Comments:**

19  
20  
21  
22 Chairman Swindell called for comments from the public.

23  
24 **Commissioner Fletcher** – stated the Board needs to attract some new sources for jobs in the County,  
25 for example - gambling.

26  
27  
28  
29 There being no further comments from the public, Chairman Swindell continued the meeting.

**Closed Session:**

30  
31  
32 Commissioner Fletcher moved to enter into closed session in accordance with NCGS143A-  
33 318.11(a)(6) – Personnel Matters at 7:55p.m. Mr. Pugh seconded the motion. The motion passed on  
34 the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting –  
35 Simmons.

36  
37 Commissioner Pugh moved to return from closed session at 8:05p.m. Mr. Tunnell seconded the  
38 motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays  
39 – None; Absent or not voting – Simmons.

40  
41 No action taken.

**Adjourn:**

42  
43  
44  
45 Commissioner Pugh moved to adjourn the meeting. Mr. Tunnell seconded the motion. The motion  
46 passed on the following vote: Ayes – Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or  
47 not voting – Simmons.

1 The meeting adjourned at 8:06p.m.

2

3 Respectfully submitted:

SEAL

4

5 Minutes approved on the 3<sup>rd</sup> day of August, 2015.

6

7

8

9

10 \_\_\_\_\_  
11 Lois Stotesberry, CMC, NCCCC  
12 Clerk, Hyde County Board of Commissioners

\_\_\_\_\_  
Barry Swindell  
Chair, Hyde County Board of Commissioners

13 Attachment:

14

15 Exhibit A: *“Resolution Opposing the \$150 Senate Proposed Priority Pass”*

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

**Meeting Date:** August 3, 2015  
**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:** August 3, 2015

**Presenter:** Bill Rich

**Attachment:** No

**ITEM TITLE:** Recognition of Linda Basnight

**SUMMARY:** Recognition of Linda Basnight for her service of 45 Years to the County of Hyde

**RECOMMEND:** A ROUND OF APPLAUSE, A PIN AND A CERTIFICATE

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

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

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

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

**Meeting Date:** August 3, 2015

**Presenter:** Paul Spruill

**Attachment:** No

**ITEM TITLE:** Ocracoke Generator

**SUMMARY:**

**RECOMMEND:** DISCUSSION

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

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

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

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

**Meeting Date:** August 3, 2015  
**Presenter:** Bill Rich  
**Attachment:** Yes

**ITEM TITLE:** Ocracoke Fireworks Certificate Holder and Sponsor

**SUMMARY:** The Ocracoke Fireworks Committee is requesting that the Hyde County Board of Commissioners sponsor and become the certificate holder for fireworks on Ocracoke for the July 4<sup>th</sup> event in 2016.

**RECOMMEND:** DISCUSSION AND POSSIBLE ACTION

---

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

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

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

## Lois Stotesberry

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**From:** Sundae Horn <sundaehorn@embarqmail.com>  
**Sent:** Tuesday, July 28, 2015 12:11 AM  
**To:** Lois Stotesberry  
**Subject:** agenda item: Ocracoke Fireworks  
**Attachments:** fireworks letter to BOC .docx; Evidence of Insurance S Vitale 2.pdf; Blank Contract 2.docx; Untitled attachment 00027.txt

Hi Lois,

Please add this to the Commissioners' agenda for August 3rd. They agreed last month to vote on being the "certificate holder" for fireworks in 2016.

Attached is a letter to the commissioners, and a sample pyrotechic company contract and insurance policy.

Thanks,  
Sundae

July 20, 2015

Dear Mr. Swindell, Mr. Fletcher, Mr. Simmons, Mr. Pugh, and Mr. Tunnell,

The Ocracoke fireworks committee (a subcommittee of Ocracoke Civic and Business Association) would like to request that the Board of Commissioners agree to sponsor fireworks again for 2016.

At the February 2, 2015 Board of Commissioners meeting, the board passed a motion to act as "sponsor" and "certificate holder" of fireworks in 2015, pending approval of the pyrotechnic company's certificate of insurance from the County Attorney and the County's insurance provider, and provided that Ocracoke's Occupancy Tax board would fund the fireworks.

We did not get our requested OT funding for 2015, in part because we could not secure a pyrotechnic company on the 4<sup>th</sup> and would've had to move the island's fireworks display to earlier on July 1<sup>st</sup>.

In order to have fireworks on the holiday itself, we need to contract with a pyrotechnic company by August or September this year. We are talking with the National Park Service about getting permission to shoot fireworks from the beach again (the last time was in 2007) in order to save a significant amount of money for a barge.

Attached is a sample contract for Pyrotecnico (the company we would like to hire) and their insurance policy. All parties involved, including the Board of Commissioners, would be name insureds.

We are eager to bring this traditional and patriotic event back to Ocracoke's Independence Day celebration. We hope that the Board of Commissioners will agree again to sponsor this event.

Thank you for your consideration,

Sundae Horn  
Darlene Styron  
Connie Leinbach  
Justin LeBlanc  
Amy Srail Johnson





## Fireworks Display Contract

THIS CONTRACT (this "Contract") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between **Pyrotecnico Fireworks Inc. ("Pyrotecnico")** and \_\_\_\_\_ ("Sponsor"), with its principal place of business located in **Ashburn, Georgia.**

WHEREAS, Pyrotecnico is desirous of providing Sponsor with a fireworks exhibition and display for Sponsor's benefit under such terms and conditions as provided herein, and thereby, the parties agree as follows:

### 1. Fireworks Display.

Pyrotecnico shall sell, furnish and deliver to Sponsor certain fireworks which Pyrotecnico agrees to exhibit and display on

**DATE: July 4, 2015 /Rain Date: \_\_\_\_\_ (Please fill in Rain Date)**

**(Note: Rain dates not available on July 2-4, 2015 – If planning a Rain Date during July 4<sup>th</sup> week, please consult with your Show Producer before submitting)** in accordance with the program set forth and agreed upon at the time of the signing of this Contract, the specifics of which are set forth in the "Fireworks Exhibition and Display Program" attached hereto and incorporated herein by reference thereto (the "Fireworks Display").

### 2. Payment Schedule.

For and in consideration of the Fireworks Display, Sponsor agrees to pay Pyrotecnico the contract price of **\$0.00 (Includes \$0 Permit Fee)** (the "Contract Price") paid as follows: **a. 50% of the Contract Price due upon the signing of this Contract b. the balance of the Contract Price due within ten (10) days of completion of Fireworks Display.**

Sponsor agrees to pay interest at the rate of 1½ % per month on any delinquent balance of the Contract Price until paid in full. Payment shall be made by certified check or otherwise as agreed by Pyrotecnico to Pyrotecnico at P.O. Box 149, New Castle, PA 16103. Furthermore, in the event Sponsor fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for Pyrotecnico to enforce its rights by hiring an attorney or third party, Sponsor shall be responsible for all fees and costs incurred by Pyrotecnico to collect said sums.

### 3. Display Responsibilities.

Pyrotecnico and Sponsor will collaborate in the performance of all tasks relating to the Fireworks Display. These tasks include, but are not limited to, (i) procuring and furnishing a place suitable for the Fireworks Display (the "Display Site"), (ii) applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals") Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this exhibition including any fees or expenses incurred after the signing and execution of contract for said show, (iii) providing adequate private and/or public security, police and fire protection, (iv) securing an acceptable location with private and/or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the Fireworks Display), (v) securing adequate protection to preclude all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico, (vi) removing and keeping unauthorized persons, as well as, personal or real property of any kind, including, without limitation, motor vehicles, outside of the area designated by Pyrotecnico as the Display Site, fallout area or safe zone. Pyrotecnico and Sponsor shall fulfill their responsibilities as set forth herein in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

### 4. Crediting.

Sponsor agrees to credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising/marketing materials that are within the Sponsors authority.

### 5. Indemnification and Limitation of Liability.

Sponsor shall indemnify, defend and hold Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities as set forth herein. Pyrotecnico shall indemnify, defend and hold Sponsor harmless from any and all demands, claims, causes of action, judgments or liability (including, without limitation, the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including, without limitation, real and personal) or bodily or personal injuries (including, without limitation, death), whether arising from tort, contract or otherwise, that occur directly or indirectly from the gross negligence or willful misconduct of Pyrotecnico or its employees, agents, contractors or representatives. Sponsor shall not under any circumstances be entitled to recover any consequential, incidental, exemplary, special and/or punitive damages from Pyrotecnico, including, without limitation, loss of income, business or profits.



**6. Postponement.**

In the event that weather is such that Pyrotecnico, in its sole and absolute discretion, determines that the Fireworks Display would be impossible or would unnecessarily increase the risk of damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed with a view toward reaching a mutually satisfactory postponement time and/or date. If the parties agree to a new scheduled date, then Sponsor shall pay twenty-five percent (25%) of the contract price for expenses Pyrotecnico has incurred. In the event a mutually satisfactory postponement date for the Fireworks Display cannot be determined, this Contract shall become null and void and neither party shall have any further obligation or responsibility hereunder, provided however, that in such event Sponsor shall pay to Pyrotecnico a sum equal to seventy-five percent (75%) of the Contract Price as liquidated damages. All postponed shows must be rescheduled and completed within six (6) months from the date in which they were originally scheduled.

**7. Cancellation.**

If (i) Sponsor cancels this Contract for any reason, or (ii) Pyrotecnico is unable to timely complete all tasks relating to the Fireworks Display in accordance with this Contract with the assistance of Sponsor and cancels this Contract despite both parties best efforts, liquidated damages for such cancellation shall be paid by Sponsor to Pyrotecnico as follows: a. In the event the Fireworks Display is cancelled more than thirty (30) days before the date scheduled for the Fireworks Display, twenty-five percent (25%) of the amount of the Contract Price; b. In the event that the Fireworks Display is cancelled less than 30 days before the date scheduled for the Fireworks Display, seventy-five percent (75%) of the amount of the Contract Price.

In the event that Sponsor chooses to terminate this Contract, it shall do so by written notice via certified mail addressed to Pyrotecnico, P.O. Box 149, New Castle, PA 16103. Notice shall be effective upon receipt of said written notice by Pyrotecnico. Except as provided in Section 6 above with respect to weather postponement, in the event of circumstances beyond the control of either party, such as fire, strikes, delay, or similar causes which prevent the delivery of materials or performances as set forth herein, the parties hereto release one another from any and all obligations and responsibilities contained herein, provided however, sponsor shall pay to Pyrotecnico 25% of contract price as liquidated damages.

**8. Scripted Show and Music Soundtracks**

Sponsor agrees to complete and return signed contract to Pyrotecnico, a minimum of 40 days in advance of show date, for displays designated as "scripted" exhibitions. Furthermore, sponsor agrees to either provide music soundtrack or approve soundtrack created by Pyrotecnico, a minimum of 30 days in advance of show date. If sponsor fails to complete either option, then Pyrotecnico in its sole discretion, reserves the right to complete soundtrack without prior approval from sponsor. Scripting process will be completed based on the soundtrack completed by Pyrotecnico.

**9. Venue.**

In any action on or relating to this Contract, the parties hereto consent to the exclusive jurisdiction and venue of the state courts located in Lawrence County, Pennsylvania and of the federal courts located in the United States District Court for the Western District of Pennsylvania.

**10. Legal Construction.**

If any provision of this Contract is held to be illegal, invalid or otherwise unenforceable, then: (a) the same shall not affect other terms or provisions of this Contract; and (b) such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent the intent and agreements of the parties set forth herein. Pyrotecnico reserves the right to substitute products of equal or greater value.

**11. Entire Agreement.**

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

**PYROTECNICO:**

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

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

**SPONSOR:**

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

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



**CONTACT/INSURANCE REQUISITION FORM**

**Please return this form with your signed contract for the Insurance Certificate to be processed.**

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

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Persons Name: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Display Date & Time: \_\_\_\_\_ Rain Date: \_\_\_\_\_

Contact Person on Site (Day of display), if different from above:

Name: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Display Site Location and Address:

\_\_\_\_\_

\_\_\_\_\_

Additionally Insured – If Applicable:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Please complete and return this form to Pyrotecnico:
  - Fax to: 724.652.1288 or
  - Email to: [jpruett@pyrotecnico.com](mailto:jpruett@pyrotecnico.com)

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

**Meeting Date:** August 3, 2015

**Presenter:** Bill Rich

**Attachment:** No

**ITEM TITLE:** Recognition of Hyde County Emergency Medical Services, Ocracoke Volunteer Fire Department and Hyde County Public Information Officer Sarah Johnson

**SUMMARY:** These individuals are to be commended for their quick professional response to the tragic events that transpired on Ocracoke July 1, 2015 at 12:01 PM at the Lifeguard Beach at the National Park Service Day Use Area in the Cape Hatteras National Park on Ocracoke Island. The gentleman is recovering and out of the hospital quickly because of the quick response and excellent medical care he received on the beach and during transport to the hospital.

**RECOMMEND:** A HEARTHY THANKS FOR A JOB WELL DONE

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

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

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

# COUNTY OF HYDE

## Board of Commissioners

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

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

Bill Rich  
County Manager

Fred Holscher  
County Attorney

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board



## **RESOLUTION OF THE HYDE COUNTY BOARD OF COMMISSIONERS COMMENDING EMS PERSONNEL, FIREFIGHTERS, PUBLIC INFORMATION OFFICER, AND ALL OF THE EMERGENCY RESPONDERS, RESIDENTS, VISITORS, AND VOLUNTEERS FOR EFFORTS DURING THE JULY 1 OCRACOKE SHARK ATTACK**

**WHEREAS**, a 68-year-old man vacationing on Ocracoke Island was attacked by a 6' to 7' grey shark, 25-feet offshore, directly in front of the lifeguard stand on Lifeguard Beach at the National Park Service Day Use Area at 12:10p.m. on July 1, 2015.

**WHEREAS**, Mr. Andrew Costello sustained several bites to his lower torso and both hands.

**WHEREAS**, paid and volunteer professionals immediately volunteered to help.

**WHEREAS**, people of numerous agencies worked hard together to make sure of the safety of all involved.

**NOW, THEREFORE, BE IT RESOLVED** that the Hyde County Board of Commissioners express deepest thanks in commendation to all that assisted with the rescue and treatment of Mr. Costello.

Adopted this the 3<sup>rd</sup> day of August, 2015, in Hyde County, North Carolina.

ATTEST: \_\_\_\_\_

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board

\_\_\_\_\_  
Barry Swindell, Chairman

\_\_\_\_\_  
Earl Pugh, Jr., Vice-chairman

\_\_\_\_\_  
Commissioner Dick Tunnell

\_\_\_\_\_  
Commissioner John Fletcher

\_\_\_\_\_  
Commissioner Benjamin Simmons, III

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

**Meeting Date:** August 3, 2015  
**Presenter:** Jane Hodges  
**Attachment:** Yes

**ITEM TITLE:** NCDOT Division of Aviation Airport Safety and Maintenance Program

**SUMMARY:** A new contract for state maintenance must be signed every year. It is because of this contract that we were able to get the runway resurfaced and the beacon rehabbed.

**RECOMMEND:** APPROVAL

---

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

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

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



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

June 30, 2015

Re: NCDOT Division of Aviation Airport Safety/Maintenance Program

Dear Airport Sponsor:

Some years ago, the Division of Aviation (DoA) created the Airport Safety/Maintenance Program to apply available state funds to assist publicly owned and operated airports with airfield safety projects. This program has been a huge success and has been well received by many airports across our state. The purpose of this letter is to briefly update Sponsors on program abilities and to request completion of an updated Commitment letter that legally allows NCDOT to provide safety/maintenance services on your specific airport. Airports are requested to provide a notarized Letter of Commitment by August 31, 2015 (or sooner if a maintenance project is scheduled for summer/fall 2015).

Each NC airport should understand its own responsibility to provide all needed maintenance. That said, DoA's Safety/Maintenance Program can potentially provide assistance in a manner of ways. DoA supports a dedicated Project Manager position who works with our regional Airport Project Managers to directly assist your facility in a number of ways, such as:

1. Prioritize additional DoA safety/maintenance state-allocations (currently \$1.0 million per year) that can fund specific projects, as warranted. These projects supplement airports' ongoing maintenance programs.
2. Assist airports to identify safety/maintenance needs.
3. Share favorable unit costs of DoA's maintenance contracts with airports. Within legal means, it is hoped that Airports might engage the DoA unit-cost contractors to apply their unit-cost and specification structures to maintenance projects that are funded directly by an airport (and for which DoA is not involved). This informal arrangement potentially benefits both the contractor and airport.

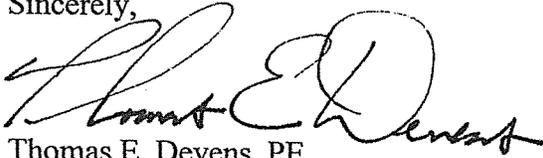
If your airport would like to be considered for continued safety/maintenance support projects by Division of Aviation, then NCDOT requires an on-file copy of a sponsor's Letter of Commitment. Receipt of the Commitment must be received before any NCDOT work can commence. Please note that this agreement has a five-year term to reduce the administrative costs of the program and improve the timeliness of project commencement; however an airport always retains its right to cancel the Commitment with a written letter. This Commitment does not obligate the Division of Aviation to a particular project, but it does allow us to expeditiously start a project once it has been identified and selected for funding.

Please return a hardcopy or electronic scan (.pdf format) of the adopted, notarized form to your appropriate Airport Project Manager. A mail or delivery address is listed below.

Northeast	Mr. Phil Lanier	<a href="mailto:planier@ncdot.gov">planier@ncdot.gov</a>	(919)814-0562
Southeast	Ms. Kristen Dwiggins	<a href="mailto:kdwiggins2@ncdot.gov">kdwiggins2@ncdot.gov</a>	(919)814-0583
Northwest	Ms. Rachel Bingham	<a href="mailto:rsbingham@ncdot.gov">rsbingham@ncdot.gov</a>	(919)814-0570
Southwest	Mr. Basil Yap	<a href="mailto:bkyap@ncdot.gov">bkyap@ncdot.gov</a>	(919)814-0554

Thank you for your cooperation in this process. Please contact me or your Airport Project Manager if you have any questions or comments regarding the Airport Safety/Maintenance Program. I can be reached or at (919) 814-0572 or at [tedevens@ncdot.gov](mailto:tedevens@ncdot.gov)

Sincerely,



Thomas E. Devens, PE  
Manager of Aviation Development

cc: Bobby Walston, PE, Director  
DoA - Maintenance Project Manager  
DOA - Airport Project Managers

The LETTER OF COMMITMENT in adopted form should be returned to the Division of Aviation's designated Airport Project Manager. General telephone number is: (919) 814-0550

**Physical Address (for UPS and FedEx deliveries)**

1050 Meridian Drive  
Morrisville, NC 27560

**US Mail Deliveries:**

1560 Mail Service Center  
Raleigh, NC 27699-1560

**LETTER OF COMMITMENT FOR  
AIRPORT SAFETY/MAINTENANCE PROJECTS  
(FIVE YEAR TERM)**

THIS COMMITMENT is made, this day of \_\_\_\_\_ (month, day, year),

from the Hyde County Airport  
(Official Airport Name)

which is hereinafter referred to as "Airport," and the

County of Hyde  
(Airport Owner)

which is hereinafter referred to as "Sponsor," to the North Carolina Department of Transportation (Division of Aviation), an agency of the State of North Carolina (hereinafter referred to as "Department"), for the purposes of future and as-yet unspecified safety or maintenance services performed by said Department.

WITNESSETH

WHEREAS, the Sponsor and the Department are concerned with maintaining the facilities of the Airport to enhance the safety of the traveling public and flight operations, and

WHEREAS, the Sponsor and the Department may mutually determine that certain paved surfaces and adjacent areas on the airport have aged and deteriorated and/or that other infrastructure is in need of maintenance, and

WHEREAS, pursuant to Article 7 of North Carolina General Statute 63, the Department is authorized to undertake safety improvements of these areas, on publicly owned and operated airports, and

WHEREAS, the Sponsor and the Department desire that the needed improvements be undertaken by the Department in conformance with the provision of North Carolina General Statute 63, and

WHEREAS, the Department requires a Commitment and Release of Liability statement to be on file, in order to provide and oversee maintenance and safety improvements on the operational surfaces.

NOW THEREFORE, the Sponsor does hereby commit to the following measures:

1. The Department, using NCDOT state forces and/or private contractor(s) under a Purchase Order Contract, may perform maintenance and safety improvements to the Sponsor's airport. This work may include, but not be limited to; Joint and Crack Sealing, Pavement Repairs and Patching, Surface Treatments, Maintenance Overlays,

Electrical, Grading, Drainage Improvements, Pavement Markings, or other infrastructure maintenance.

2. The Sponsor would expect notification from the Department prior to any work being performed.
3. The Sponsor hereby assures the Department that the title to the pavement and adjacent areas are vested under the Sponsor and hereby authorizes the Department and authorized Contractor(s) to enter onto the premises of the Sponsor and accomplish any of the work items as described in Paragraph 1 above.
4. The Sponsor agrees to provide a duly authorized representative who will be present and/or available at all times work is in progress (including nights and weekends, as applicable) to monitor project operations and assist the Department's representative.
5. The Sponsor agrees to provide a duly qualified operator who will monitor the airport's UNICOM radio transceiver at all times work is in progress (including nights and weekends, as applicable) and will issue airport advisories as necessary on the UNICOM radio transceiver.
6. The Sponsor agrees, when needed, to formally close any runway, taxiway, or apron at all times work is in progress on that pavement and to take appropriate steps to prohibit use of such areas by aircraft and/or ground vehicles.
7. The Sponsor agrees to issue and keep current the necessary Notices to Airmen (NOTAMS) through the Federal Aviation Administration (FAA) until all work is completed and the Department's representative notifies the Sponsor's representative that the affected areas may be returned to service.
8. The Sponsor agrees that the Department may, in its sole discretion, determine the design, scope of work, materials to be used, and methods of accomplishing this safety improvement project.
9. To the maximum extent allowed by law, the Sponsor shall indemnify and hold harmless the Department and its officers and employees from all suits, actions, or claims of any character because of injury or damage received or sustained by any person, persons, or property resulting from work performed under this Commitment or on account of, or in consequence of any negligence in safeguarding the performance of said work.
10. The Sponsor agrees that, at its sole and unlimited discretion, the Department shall have the right to immediately stop all work being performed should the Sponsor not comply with provisions pursuant to this Commitment.
11. The Sponsor understands that for the Department to perform maintenance or safety services, the Airport and Sponsor must be in good standing on all State and Federal

Grant Requirements and Assurances before any project shall be performed under this Commitment.

12. Subject to the provisions of paragraph 10 above, this Commitment will expire in five years. Subject to the provisions of paragraph 10 above, this Commitment may be terminated by either the Department or the Sponsor by providing written notification of termination. The effective date of termination pursuant to this paragraph shall be the date of receipt of the notice of written termination by the non-terminating party.

IN WITNESS WHEREOF, the Sponsor has executed this Commitment on the date first written on Page 1 of this document.

FOR THE LOCAL AIRPORT SPONSORING AGENCY

Signed: \_\_\_\_\_

Title: Dyde County Board of Commissioners Chairman

Official Sponsor: County of Dyde

Attest: \_\_\_\_\_

SEAL OF THE SPONSOR

The LETTER OF COMMITMENT in adopted form should be returned to the Division of Aviation's designated Airport Project Manager. General telephone number is: (919) 814-0550

**Physical Address (for UPS and FedEx deliveries)**  
1050 Meridian Drive  
Morrisville, NC 27560

**US Mail Deliveries:**  
1560 Mail Service Center  
Raleigh, NC 27699-1560

**Resolution of the Sponsor**

A motion was made by \_\_\_\_\_  
(Name and title)

and seconded by \_\_\_\_\_  
(Name and title)

for the adoption of the following resolution, upon being put to a vote it was duly adopted:

THAT WHEREAS the County of Hyde (hereinafter referred  
(Airport Owner)

to as "Sponsor") the North Carolina Department of Transportation (hereinafter referred to as  
"Department") requires a Commitment and Release of Liability statement to be on file, in order to  
provide and oversee maintenance and safety improvements on the operational surfaces of the  
Hyde County Airport (Official Airport Name); in accordance  
with the provisions of North Carolina General Statute 63.

NOW THEREFORE, BE IT AND IS HEREBY RESOLVED, that the

\_\_\_\_\_ of the Sponsor be and is hereby authorized  
(Title of Airport Official)  
and empowered to enter into a Commitment and Release of Liability with the Department,  
thereby binding the Sponsor to fulfillment of its obligation as incurred under this resolution and  
its commitment to the Department.

\*\*\*\*\*

I, \_\_\_\_\_, of the  
(Name and title of Public Notary)

\_\_\_\_\_, do hereby certify that the above  
(Name of Sponsoring Agency)

is a true and correct copy of the minutes of \_\_\_\_\_  
(Name of Authorizing Board)

\_\_\_\_\_, held on \_\_\_\_\_  
(of the Sponsoring Agency) (Date of Meeting)

WITNESS my hand and the official seal of the Sponsor.

This the day of \_\_\_\_\_ (month, day, year).

NOTARY S E A L  
Signed: \_\_\_\_\_

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

**Meeting Date:** August 3, 2015  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes – Resolution

**ITEM TITLE:** Resolution supporting Governor Pat McCrory’s Connect NC Bond Initiative

**SUMMARY:** Governor Pat McCrory has proposed a \$2.85 billion bond purposed for investment in the State of North Carolina’s infrastructure to strengthen and support the needs of transportation, public health, education, technology, parks, ports and military operations. Governor McCrory is proposing that \$1.48 billion be dedicated to 101 infrastructure projects in 64 counties and \$1.37 billion to 203 highway and paving projects in 57 counties across North Carolina, creating substantial short-term and long-term job growth through projects enhancing North Carolina’s readiness for economic growth. Hyde County is located in the Northeastern region, one of the regions represented in this initiative. Governor McCrory proposes to add the general obligation bond proposal to the November 2015 ballot.

**RECOMMEND:** APPROVE AND SUPPORT GOVERNOR MCCRORY’S PROPOSAL TO ADD THE CONNECT NC GENERAL OBLIGATION BOND PROPOSAL TO THE NOVEMBER 2015 BALLOT

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

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

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

# COUNTY OF HYDE

## Board of Commissioners

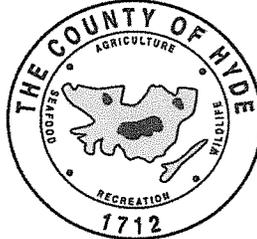
Barry Swindell, Chair  
Earl Pugh, Jr., Vice-chair  
Benjamin Simmons, III  
John Fletcher  
Dick Tunnell

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

Bill Rich  
County Manager

Fred Holscher  
County Attorney

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board



## **RESOLUTION IN SUPPORT OF GOVERNOR PAT MCCRORY'S CONNECT NC BOND PROPOSALS**

**WHEREAS**, Governor Pat McCrory has proposed a \$2.85 billion bond initiative, intended to connect North Carolina cities and towns in the 21<sup>st</sup> century by building roads, upgrading technology, constructing and improving educational facilities, enhancing medical services, supporting our military installations, improving parks and recreational facilities, and building and improving port and rail infrastructure; and

**WHEREAS**, these strategic investments, as proposed, are designed to benefit every community across this great State and will create jobs and improve the quality of life and environment for every North Carolinian; and

**WHEREAS**, because of North Carolina's fiscal strength and strong balance sheet, no tax increase will be required to fund these bonds and in addition, the State's Triple A Bond rating will be preserved; and

**WHEREAS**, by not addressing our serious infrastructure deficiencies now, our State will lose its ability to compete in the future, interest rates will go up, costs to taxpayers will increase, congestion will worsen, and jobs will not expand at the rate needed to sustain a healthy and vibrant North Carolina; and

**WHEREAS**, the citizens of North Carolina must be allowed to make the important decision of investing in the opportunities provided to our future generations through the Connect NC bond initiative.

**NOW THEREFORE BE IT RESOLVED**, that the Hyde County Board of Commissioners support Governor Pat McCrory's Connect NC bond initiative and encourage the General Assembly to allow North Carolina's citizens to vote on this critical bond proposal to ensure North Carolina's future on the global stage.

Adopted, this 3<sup>rd</sup> day of August 2015.

\_\_\_\_\_  
Barry Swindell, Chairman-Hyde County  
Board of Commissioners

Attest:

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

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

**Meeting Date:** August 3, 2015  
**Presenter:** Kris Cahoon Noble  
**Attachment:** Yes – Resolution: Designation of Applicant’s Agents  
North Carolina Division of Emergency Management

**ITEM TITLE:** Designation of Agents for FEMA Federal Disaster Assistance applicants

**SUMMARY:** The County of Hyde is in the process of applying for disaster mitigation assistance through the FY 15 Flood Mitigation Assistance (FMA) Grant Program. We are requesting approval to designate a primary and secondary agent who will be authorized on behalf of Hyde County to execute and file applications for federal and/or state assistance through FEMA. The above named agents will be authorized to represent and act for Hyde County in all dealings with the State of North Carolina and FEMA for all matters pertaining to such disaster assistance required by the grant agreements.

**RECOMMEND:** APPROVE

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

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

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

**RESOLUTION**  
**DESIGNATION OF APPLICANT'S AGENT**  
**North Carolina Division of Emergency Management**

Organization Name (hereafter named Organization): Hyde County	Disaster Number: FY 15 Flood Mitigation Assistance Program
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): North Carolina Department of Crime Control and Public Safety	
Applicant's Fiscal Year (FY) Start	Month: July Day: 1
Applicant's Federal Employer's Identification Number: 56-6000308	
Applicant's Federal Information Processing Standards (FIPS) Number:	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Kris Cahoon Noble	Agent's Name Rosemary O. Johnson
Organization Hyde County	Organization Hyde County
Official Position County Planner & Economic Development Director	Official Position Planning Assistant
Mailing Address 30 Oyster Creek Rd, PO Box 188	Mailing Address 30 Oyster Creek Rd., PO Box 188
City, State, Zip Swan Quarter, NC 27885	City, State, Zip Swan Quarter, NC 27885
Daytime Telephone 252-926-4180	Daytime Telephone 252-926-4474
Facsimile Number 252-926-3701	Facsimile Number 252-926-3701
Pager or Cellular Number 252-542-0802	Pager or Cellular Number 252-945-0366

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Barry Swindell, Chairman, Hyde County Board of Commissioners	Name
Name and Title	Official Position
Name and Title	Daytime Telephone

**CERTIFICATION**

I, Barry Swindell (Name) duly appointed and Chairman (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Hyde County (Organization) on the 3rd day of August, 2015

Date: 3-Aug-15 Signature: \_\_\_\_\_

**Hyde County FY15 FLOOD MITIGATION ASSISTANCE (FMA) PROGRAM  
Designation of Applicant's Agent**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HYDE COUNTY  
*(Governing Body)* *(Public Entity)*

THAT Hyde County, a public entity established under the laws of the State of North Carolina, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurance and agreements printed on the reverse side hereof.

Passed and approved this 3rd day of August, 2015.

\_\_\_\_\_  
Barry Swindell, Chairman  
Hyde County Board of Commissioners

**CERTIFICATION**

I, Lois Stotesberry, duly appointed Clerk to the Board of Commissioners of Hyde County, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Commissioners of Beaufort County, on the 3rd day of August, 2015.

\_\_\_\_\_  
*(Official Position)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*