

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

**Meeting Date:** July 2, 2018  
**Presenter:** Pat Bertke  
**Attachment:** No

**ITEM TITLE:** INTRODUCTION

**SUMMARY:** MATTIE Arts Center Director Pat Bertke will introduce herself to the board and give a brief report on the organization and what they hope to accomplish as a community outreach program.

**RECOMMEND:** REPORT

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Motion Made By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Motion Seconded By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Vote:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

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

**Meeting Date:** July 2, 2018  
**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.

**RECOMMEND:** Congratulations.

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

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

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

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

**Meeting Date:** July 2, 2018  
**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:** June 27, 2018  
**Presenter:** Debbie Cahoon  
**Attachment:** Yes

**ITEM TITLE:** Swan Quarter Watershed Committee Vacancies

**SUMMARY:** Due to the recent passing of Blythe Davis, the Swan Quarter Watershed Steering Committee currently has two vacant seats on Committee. The committee has met and has discussed their recommendations for committee changes and will present them to the Board of Commissioners at a later date.

**RECOMMEND:**

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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.

## SWAN QUARTER WATERSHED STEERING COMMITTEE

NO TERM LIMIT --- TERMS ARE FOR LIFE UNLESS A PERSON RESIGNS

2011 ROSTER

Meeting are scheduled on: as needed basis

	<b>Elected/Appointed</b>
Dick Tunnell P.O. Box 263 809 Main Street Swan Quarter, N. C. 27885 252-926-1391 (home) 252-926-2856 (office) 252-944-3964 (cell)	05/16/2001
Tony Carawan 3202 Quarter Road Swan Quarter, N. C. 27885 252-926-1759 (home)	05/16/2001
Hiatt Cahoon P. O. Box 115 Swan Quarter, N. C. 27885 252--926-7191 (home)	05/16/2001
C. W. Cahoon 495 Main Street Swan Quarter, N. C. 27885 252-944-9686 (cell)	05/16/2001
Blythe Davis 19770 US Highway 264 Swan Quarter, N. C. 27885 252-926-1881 (home)	05/16/2001
Josh Gibbs 6011 Quarter Rd. Swan Quarter, N. C. 27885 252-945-5564 (cell)	10/06/2008
Billy Williams 2784Quarter Road Swan Quarter, N. C. 27885 252-926-8771 (home) 252-945-0628 (cell) <a href="mailto:ellenwilliams@beaufortco.com">ellenwilliams@beaufortco.com</a>	05/16/2001
Mitchell Newman 375 Main Street Swan Quarter, N. C. 27885 252-926-3771 (home)	05/16/2001
J. W. Spencer (S&W Board Liaison) 4131 Quarter Road Swan Quarter, N. C. 27885 252-926-1413 (home)	05/16/2001

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

**Meeting Date:** July 2, 2018  
**Presenter:** County Manager Kris Noble  
**Attachment:** Yes

**ITEM TITLE:** DESIGNATION OF VOTING DELEGATE TO NCACC ANNUAL CONFERENCE

**SUMMARY:** The 111<sup>th</sup> NCACC Annual Conference will be held in Catawba County, NC on August 23 - 25, 2018. Hyde County has been asked to elect a Designated Voting Delegate to represent the County at this conference.

**RECOMMEND:** Appoint voting delegate.

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

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

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



## Designation of Voting Delegate to NCACC Annual Conference

I, \_\_\_\_\_, hereby certify that I am the duly designated voting delegate for \_\_\_\_\_ County at the 111<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held in Catawba County, N.C., on August 23-25, 2018.

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

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

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

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

Please return this form to Alisa Cobb by: **12 Noon on Friday, August 17, 2018:**

NCACC  
353 E. Six Forks Road, Suite 300  
Raleigh, NC 27609  
Fax: (919) 733-1065  
Email: [alisa.cobb@ncacc.org](mailto:alisa.cobb@ncacc.org)  
Phone: (919) 715-2685

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

**Meeting Date:** July 2, 2018  
**Presenter:** Kris Noble  
**Attachment:** Yes

**ITEM TITLE:** DOT CONSTRUCTION AGREEMENT

**SUMMARY:** Hyde County is requesting approval to enter into a construction agreement with the NC Department of Transportation for the purposes of resurfacing parking areas on Hatteras Island, construction of a new employee parking lot at the Ferry Operations site, construction of dock improvements at Hatteras and Ocracoke, construction of passenger ferry(s), and landward amenities to facilitate functionality. The scope of the project consists of the purchase, transfer of ownership and operation of a tram system on Ocracoke Island, providing access between the NCDOT ferry dock on Silver Lake and Ocracoke Village attractions. Upon execution of the agreement, the county agrees to own, operate and maintain the tram system for a minimum of four (4) years.

**RECOMMEND:** APPROVE EXECUTION OF CONSTRUCTION AGREEMENT

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Motion Made By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Motion Seconded By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Vote:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

JAMES H. TROGDON, III  
SECRETARY

May 22, 2018

Revised

Bill Rich, County Manager  
Hyde County Board of Commissioners  
P.O. Box 188  
Swan Quarters, NC 27885

Re: Traffic – DOT Construction Agreement  
Purchase, Ownership Transfer and Operation of Tram System  
WBS Element: 16SP.6.3.5

Dear Mr. Rich,

Enclosed are duplicate originals of Traffic – DOT Construction Agreement for the subject project. Please have the appropriate official sign both originals and return to this office for execution by the Department.

Should you have questions, please let us know.

Sincerely,

J. D. Jennings, PE  
Division Engineer – Division One

A handwritten signature in blue ink that reads "W. B. Hobbs".

W. B. Hobbs, PE  
Division Project Manager

AGW

Attachment

cc: Sterling Baker. PE  
Mary Willis

NORTH CAROLINA  
HYDE COUNTY

**TRAFFIC – DOT CONSTRUCTION AGREEMENT**

DATE: 5/21/2018

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 16SP.6.3.5

HYDE COUNTY BOARD OF  
COMMISSIONERS

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Hyde County Board of Commissioners, hereinafter referred to as the "County".

**WITNESSETH:**

WHEREAS, the Department received Federal Lands Access Program Grant funding for resurfacing of parking areas on Hatteras Island, construction of new employee parking lot at Ferry Operations Site, construction of dock improvements at Hatteras and Ocracoke, construction of passenger ferry(s), and landward amenities to facilitate functionality as recommended by the NCDOT feasibility study to improve public transportation on Ocracoke Island; and,

WHEREAS, the Department has received additional state funding to facilitate pedestrian route transit activities related to the aforementioned improvements; and,

WHEREAS, the Department and the County propose to make certain transit improvements under said project in Hyde County; and,

WHEREAS, the County has agreed to participate in the project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

**SCOPE OF THE PROJECT**

1. The Project consists of the purchase, transfer of ownership and operation of a tram system to be operated on Ocracoke Island to provide access between the NCDOT ferry dock on Silver Lake and Ocracoke Village attractions, (herein referred to as the "Project").

## **DESIGN AND EQUIPMENT PROCUREMENT**

2. The Department, at no expense to the County, shall develop specifications, purchase and deliver to the County the vehicles comprising the tram system, consisting of four (4) electric shuttles and two (2) trailers.

## **OPERATION AND MAINTENANCE**

3. Upon delivery of vehicles comprising the tram system by the Department, the tram system shall be owned, operated and maintained by the County. Funding for operational and maintenance costs associated with the trams system will be documented by separate agreement between the NCDOT Public Transportation Division and Hyde County.
4. The County agrees, by execution of this agreement, to own, operate and maintain the tram system for a minimum of four (4) years.
5. The County agrees to provide to the Department's Ferry Division Business Officer (2300 Ferry Rd., Havelock, NC 28532) an annual tram system ridership report for a minimum of four (4) years.

## **ADDITIONAL PROVISIONS**

6. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the County negligence and/or responsibilities under the terms of this agreement and/or project.
7. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

ATTEST: HYDE COUNTY BOARD OF COMMISSIONERS

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

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved by \_\_\_\_\_ of the local governing body of the Hyde County Board of Commissioners as attested to by the signature of Clerk of said governing body on \_\_\_\_\_ (Date)

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Federal Tax Identification Number

\_\_\_\_\_

(SEAL)

Remittance Address:

Hyde County Board of Commissioners

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF DEPUTY SECRETARY)

DATE: \_\_\_\_\_

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

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

**Meeting Date:** July 2, 2018  
**Presenter:** County Manager Kris Cahoon Noble  
**Attachment:** Yes

**ITEM TITLE:** Commercial Lease-Ocracoke Tram Project

**SUMMARY:** As a part of the Ocracoke Passenger Ferry project, Hyde County has partnered with the NC DOT Ferry Division and NC DOT Public Transportation Division to offer tram service in the village. Hyde County has secured a private operator for the tram service. Trams are being provided by the NC DOT and will be housed by Hyde County in a building on the lot specified within the attached commercial lease.

Reimbursement to Hyde County for the lease payments is provided within the overall tram budget.

**RECOMMEND:** APPROVE THE EXECUTION OF THE ATTACHED COMMERCIAL LEASE

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Motion Made By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Motion Seconded By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Vote:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

STATE OF NORTH CAROLINA  
COUNTY OF PITT

**COMMERCIAL LEASE**

THIS LEASE made and entered into this the 29 day of June, 2018 by and between **FERRY VIEW PARTNERS, LLC, a North Carolina limited liability company** called "Landlord" and **HYDE COUNTY** hereinafter called "Tenant";

**WITNESSETH:**

WHEREAS, Landlord is the owner of that certain premises known as Lot 5, located in Ocracoke Township, Hyde County, State of North Carolina; and

WHEREAS, Tenant desires to lease for a term as specified hereinbelow said property owned by Landlord according to the terms and conditions set forth herein.

1. **PREMISES.**

Landlord hereby leases to Tenant the premises (the "Premises") described as follows:

The property consists of approximately 900 square feet located on Lot 5, as shown on a plat map recorded at Plat Cabinet C, Slide 136L, Hyde County Registry. This property is located adjacent to Water Plant Road, Ocracoke, North Carolina. The property is more particularly described as the pink rectangle on a map attached as Exhibit A, which is an integral part of this lease. In addition, Landlord also shall provide for a suitable means of ingress, egress, regress and utilities access immediately adjacent to the Premises and described as "access point" on said map.

2. **TERM.**

The term of this Lease shall be for a period of five (5) years. The term shall commence on the first day of July 2018, and shall end on June 30, 2023, unless terminated earlier pursuant to paragraph 10 or 17.

3. **RENT.**

Tenant shall pay to Landlord during the five (5) year term of this Lease rent as follows:

In year 1, the rent shall be \$450.00 per month.

In year 2, the rent shall be \$487.50 per month.

In years 3-5, the rent shall be \$525.00 per month.

Rent shall be due in advance, due on the first day of each month. Rent shall be paid to Landlord at P.O. Box 3470, Topsail Beach, N.C 28445 and shall be late if not received by the 5<sup>th</sup> of each month. If payment is not received by the fifth of each month, a late fee of 5% shall be due. This fee shall be additional rent.

4. TAXES.

(A) Property Taxes on Premises. Landlord shall pay all ad valorem property taxes and are assessed or imposed on the real estate or any part thereof, or become payable during the term of this Lease.

(B) Tenant's Property. Tenant shall be responsible for and pay all taxes and/or assessments in the nature of all ad valorem property taxes that shall become due and owing on any and all of its improvements, fixtures, inventory, equipment, or other property belonging to the Tenant and kept at the above described premises. Tenant is the taxing authority, so it is unlikely that any taxes will be imposed on County property.

(C) Rental Taxes. Should any governmental taxing authority levy, assess, or impose any tax, excise or assessment (other than income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution for or in addition to any existing tax on land, buildings or otherwise, Tenant shall be responsible for and shall pay any such tax, excise or assessment, or shall reimburse Landlord for the amount hereof, as the case may be.

5. UTILITIES AND SERVICES.

Tenant shall pay for water and sewer, and garbage collection. The Tenant agrees to pay for any gas, oil, heat, electricity, or power, used by Tenant on or about the demised premises. The premises shall have a separate utility meter and Tenant shall set up an account with the applicable utility company. Tenant shall keep said demised premises free and clear of any lien or encumbrances of any kind whatsoever created by Tenant's act or omission. Tenant shall not have any rights to Landlord's septic system.

6. USE OF PREMISES BY TENANT.

The Landlord shall allow the Tenant to utilize and occupy the demised premises for the construction of a shed for the storage of motorized vehicles, more specifically trams for the passenger ferry, or for any other lawful purpose or purposes as Landlord from time to time may agree with Tenant in writing.

7. TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY.

Tenant agrees:

(A) To occupy the Premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Premises, and without committing or permitting waste;

(B) To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies or increases the premiums therefore;

(C) To permit Landlord free access to the Premises at all reasonable times upon at least two (2) days prior verbal notice to Tenant's manager at the Premises for the purpose of examining the same or making alterations or repairs to the Premises that Landlord may deem necessary for the safety or preservation thereof; Landlord may only enter the Premises in an emergency or with verbal approval of Tenant. If Landlord or its representatives enters the Premises when an employee of Tenant is not present, Landlord prior to leaving the Premises shall secure same free from entry by others.

(D) To permit no lien, notice of intention to file lien or other charges (whether arising out of work of any contractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage or otherwise) which might be or become a lien or encumbrance or charge upon the Premises or any part thereof or the income therefrom, and to suffer no other matter or thing whereby the estate, right and interest of Landlord in the Premises or any part thereof might be impaired;

(E) To permit on or after forty-five (45) days next preceding the expiration of the term of this Lease Landlord or its agents to have the right to show the Premises to potential tenants, and to place notices offering the Premises "To Lease" or "For Sale" on the front of the Premises or any part thereof; and

## 8. REPAIRS AND ALTERATIONS.

(A) Repairs by Landlord. Landlord shall not make any repairs to the premises as this is a ground lease..

(B) Repairs by Tenant. Except as provided in Subsection 10(A), Tenant shall keep the non-structural portions of the Premises and every part thereof and any fixtures, facilities or equipment contained therein, in good condition and repair. At the end of the lease term, including any extensions, Tenant shall return the premises to the Landlord in the same condition, reasonable wear and tear excepted, as at the origination of the Lease.

(C) Alterations or Improvements by Tenant. Tenant at the sole cost and expense of Tenant, shall have the right to make renovations, additions, and improvements of or to the Premises at any time and from time to time in accordance with plans and specifications submitted to and approved in writing by Landlord, however such alterations or improvements shall be limited to the construction of a storage building for the passenger ferry trams and any ancillary improvements. Any alterations which may be permitted by Landlord shall be upon the

condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes and ordinances and in a good and workmanlike manner, and shall indemnify Landlord from and against any and all liability, damage, claims, demands, suits, actions or expense (including attorneys' fees) arising out of any such alterations and improvements, which indemnification shall be in a form reasonably acceptable to Landlord. Tenant shall promptly repair any damages to the Premises, or to the buildings of which the Premises are a part, caused by any alterations, additions or improvements to the Premises by Tenant. Any and all repairs, replacements, renovations, additions or improvements of or to the premises shall be and will become the property of the Landlord and shall remain to be surrendered as part of the premises, without cost to the Landlord, at the expiration of this Lease; provided, however, that at any time prior to the expiration of the term or any additional term of this Lease, Tenant may remove such trade fixtures installed by Tenant as may be affixed to the premises provided that such removal can be effected without damaging materially the premises. Any damage so effected whether material or otherwise upon the removal of said trade fixtures by Tenant shall be immediately repaired at the sole expense of Tenant. Upon the termination of this Lease and surrender of the premises by Tenant to Landlord, the premises shall be in as good condition as when received by Tenant, excepting only deterioration caused by ordinary wear and tear.

9. INDEMNITY AND INSURANCE.

(A) Indemnification. Tenant will indemnify and hold Landlord harmless from and against all loss, cost, expense, and liability whatsoever (including Landlord's cost of defending against the foregoing, such cost to include reasonable attorney's fees) resulting or occurring by reason of Tenant's construction, use or occupancy of the Premises; including claims for loss of or damage to property, or for injury or death to any person, for any cause whatsoever while in or upon the demised premises.

Landlord will indemnify and hold Tenant harmless from and against all loss, cost, expense, and liability whatsoever (including Tenant's cost of defending against the foregoing, such cost to include reasonable attorney's fees) resulting or occurring by reason of any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to this Lease, or from Landlord's violations of or noncompliance with any governmental requirements or insurance requirements.

(B) Public Liability Insurance. Tenant agrees to carry public liability insurance covering the Premises and Tenant's use thereof, with companies qualified to do business in the state in which the Premises is located, with approval of such company to be granted by Landlord, with minimum limits of FIVE HUNDRED THOUSAND (\$ 500,000.00) on account of bodily injuries to or death of one person, ONE MILLION DOLLARS (\$ 1,000,000.00) on account of bodily injuries to or death of more than one person as a result of any occurrence and FIVE HUNDRED THOUSAND Dollars (\$ 500,000.00) coverage for property damage, and to deposit certificates of insurance) with Landlord prior to the date of any use or occupancy of the Premises by Tenant; said policy or policies shall name Tenant as insured and Landlord, and such other parties as Landlord may from time to time notify Tenant in writing to be named as additional

insureds, under such insurance policy and shall provide that the insurer agrees to notify Landlord and such other parties designated by Landlord as additional insureds not less than thirty (30) days in advance of any modification or cancellation thereof.

(C) Landlord's Liability. Unless due to Landlord's negligence, Landlord shall not be liable (i) for any damage to Tenant's property located in the Premises, regardless of the cause of such damage, (ii) for any acts or omissions of other third parties, nor (iii) for any condition of the Premises whatsoever unless Landlord is responsible for the repair thereof, and has failed to make such repair after notice of the need therefor, and expiration of a reasonable time (not to exceed thirty (30) days) for the making of such repair.

10. DAMAGE AND DESTRUCTION.

This is a ground lease for a specified area. Landlord has no obligation to rebuild for benefit of tenant as the improvements on the land shall be constructed and maintained by Tenant.

11. ASSIGNING AND SUBLETTING.

Tenant shall not have the right to assign this Lease, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Acceptance of rent from, or performance of any other obligations under this Lease by, any person other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease nor shall it be deemed to be a consent to the assignment of this Lease.. No consent by Landlord shall operate to relieve Tenant from primary liability for the performance of Tenant's obligations under this Lease.

12. EMINENT DOMAIN.

In the event the premises or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriate proceedings or by any right of eminent domain, the entire compensation award thereof, including, but not limited to, all damages as compensation for diminution in value of the leasehold, reversion and fee, shall belong to Landlord, without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to landlord all its right, title, and interest to any such award. However, Tenant shall have the right to recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded to Tenant on account of interruption of Tenant's business, for moving and relocation expenses, for the value of its leasehold and any other amounts properly recoverable by Tenant under law.

In the event of a taking under the power of eminent domain such portion of the Premises which shall render the Premises, in Tenant's reasonable discretion, unsuitable for the operation of Tenant's business, either Landlord or Tenant shall have the right to terminate this Lease by notice in writing given within ninety (90) days after the condemning authority takes possession, in which event all rents and other charges shall be prorated as of the date of such termination.

Landlord shall provide Tenant written notice within twenty four (24) hours of awareness of a condemnation proceeding. Rent shall cease on the last day of occupancy by Tenant. Nothing in this paragraph shall have any effect with respect to Tenant's option to purchase the Premises pursuant to paragraph 5 of this Lease.

13. DEFAULT BY TENANT.

If Tenant defaults in the payment of rent or in the performance of any other of Tenant's obligations hereunder, and fails to remedy such default within ten (10) days after receipt of written notice from Landlord (unless the default relates to matters other than the payment of money and cannot be remedied within thirty (30) days; and Tenant commences to remedy such default within thirty (30) days after receipt of written notice from Landlord and thereafter diligently pursues correction thereof, in which event the time to remedy such default shall be extended to the time reasonably required therefore), or if a receiver of any property of Tenant on the Premises is appointed, or Tenant's interest in the Premises is levied upon by legal process, or Tenant be adjudged bankrupt and Tenant fails within sixty (60) days to cause the vacation of such appointment, levy or adjudication, or if Tenant files a voluntary petition in bankruptcy, disposes of all or substantially all of its asset in bulk, or makes an assignment for the benefit of its creditors, then and in any such instance, without further notice to Tenant, Landlord may enter upon the Premises and terminate this lease. In the event of such termination, the obligations of Landlord hereunder shall cease, without prejudice, however, to the right of Landlord to recover from Tenant any sums due Landlord for rent and other charges payable by Tenant hereunder, including reasonable attorneys' fees to the date of such entry. In addition, Landlord may enter upon the Premises without terminating this Lease and may relet them in its own name for the account of Tenant for the remainder of the term at the highest rent then obtainable and recover from Tenant any deficiency for the balance of the term between the amount for which the Premises were relet, less expense of reletting and the rent provided hereunder. Such deficiency shall be payable by Tenant monthly as rent becomes due under the terms of this Lease. In case of termination of Tenant's right to possession, Landlord may use all reasonable efforts to relet the Premises on reasonable terms in order to mitigate damages, but has no affirmative obligation to do so. No failure of Landlord to enforce its right or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

If Tenant at any time shall fail to pay any taxes, assessments, or liens, to make any payment or perform any act required by this Lease to be made or performed by it and such failure shall continue for thirty (30) days following notice thereof by Landlord to Tenant, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payments or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred including reasonable attorneys' fees, not paid within seven (7) days following their due date shall accrue interest at the rate of five percent (5%) from the date of payment of incurring thereof by Landlord and shall be paid by Tenant to Landlord upon receipt of invoice therefor from Landlord to Tenant. All other sums payable by Tenant to Landlord under this Lease, if not paid within seven (7) days following their due date shall accrue interest at

the rate of eighteen percent (18%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

The subsequent acceptance of rent hereunder by the Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by the Tenant other than the failure to pay the particular rental so accepted and the waiver of any breach of any covenant or condition by the Landlord shall not constitute a waiver of any other breach regardless of the knowledge thereof. Any partial payment of rent for any rental period accepted by the Landlord shall not constitute a waiver of Landlord's right to the remaining rent due for any such period.

14. NOTICES.

Any notice or consent required to be given by or on behalf of either party to the other shall be deemed given on the date of deposit in the mail, postage prepaid when mailed by registered or certified mail, return receipt requested, addressed to Landlord at:

To Tenant at: Hyde County  
30 Oyster Creek Road, PO Box 188  
Swan Quarter, NC 27885

15. MORTGAGE SUBORDINATION.

This Lease is and shall at all times, unless Landlord shall otherwise elect, be subject and subordinate to all covenants, restrictions, easements and encumbrances, mortgages, deeds of trust, financing or refinancing in any amounts which may now or hereafter be placed against or affect any or all of the land or any or all of the building and improvements now or at any time hereafter constituting part of or adjoining the Premises. Provided, however that the mortgagee or beneficiaries of any such transaction shall recognize the lease of the Tenant in the event of foreclosure, if the Tenant is not in default under the terms of this lease. There is no existing Mortgage on the premises.

16. QUIET ENJOYMENT.

Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any hindrance from Landlord or any person or persons lawfully claiming the Premises, subject, however, to the terms and conditions of this Lease, and to any mortgages, ground or underlying leases, deeds, and encumbrances of record to which this Lease is or may be subordinate as to which Tenant shall have actual knowledge. Landlord hereby warrants that no such mortgage, ground or underlying leases, deeds or encumbrances of record shall adversely affect Tenant's use of the Premises.

17. EARLY TERMINATION BY LANDLORD

Due to the nature of the premises, being only a portion of the marketable area of Lot 5, Landlord reserves the option to terminate this Lease prior to the end of the term by giving Tenant a 180 day notice. In the event that Landlord exercises this early termination clause, Landlord shall pay Tenant for its improvements constructed on the premises based on a straight ten year depreciation schedule on an initial improvement cost of \$20,000.00. For example, if Landlord terminates the Lease at the end of year 3, Landlord would owe Tenant \$14,000.00 for the value of its improvements.

18. MISCELLANEOUS PROVISIONS.

(A) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

(B) Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by Landlord. No waiver by Landlord with respect to a breach of any condition may be claimed or pleaded to excuse a future breach of the same condition or covenant.

(C) Acceleration of Rental. In the event that Tenant defaults in any of its obligations hereunder, then the balance of the installments of rent for the entire term of this Lease shall at the option of Landlord, become due and payable at once upon demand or notice by Landlord, unless cured by Tenant within thirty (30) days.

(D) No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venture or a member of a joint enterprise with Tenant. The Tenant is in no way nor shall it be deemed to be an agent or representative of Landlord.

(E) Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

(F) Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.

(G) Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant

concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

(H) Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration of the Lease, or its termination in any way, in good condition and repair (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted). Any holding over after the expiration of the term, with or without the consent of Landlord, shall be construed to be a tenancy from month to month at one hundred twenty five percent (125%) of the then current rent and otherwise on the terms and conditions herein specified, so far as applicable. Either party may cancel such month to month tenancy upon at least thirty (30) days' notice to the other party.

(I) Choice of Law. This lease shall be construed and enforced in accordance with the laws of the state of North Carolina. Both Landlord and Tenant recognize the courts of the state of North Carolina as the exclusive jurisdiction and venue for any action arising under this Lease or out of the relationship between the two parties.

(J) Modification. This Lease shall not be changed or modified orally, but only by an agreement in writing, signed by both parties hereto.

(K) Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.

(L) Landlord and Tenant shall execute and deliver any instruments necessary to carry out any agreement, term, condition, or assurance in this Lease whenever the occasion shall arise and will request for any such instrument to be made.

(M) Attorney's Fees. In the event of any litigation between the parties hereto arising out of this lease, or the demised Premises, the prevailing party therein shall be allowed all reasonable attorney's fees expended or incurred in such litigation to be recovered as a part of the cost of such action.

## 19. LAWS AND REGULATORY APPROVAL.

Tenant at its own expense shall have the responsibility to procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Tenant's use of the premises. Tenant shall comply promptly with all laws, rules, and regulations of all federal, state, county, and municipal governments and departments, which may be applicable to the demised premises, and shall never at any time use said Premises for any illegal purpose or function.

20. CONSENT.

Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant hereby agree whenever Landlord's consent or approval is required, such consent or approval will not be unreasonably withheld, conditioned, or delayed

21. HAZARDOUS SUBSTANCES.

Compliance with Governmental Laws. Tenant at all times and in all respects shall comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, generation, manufacture, storage, disposal or transportation of any hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, oil or other petroleum products, flammable explosives, asbestos, or any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" regulated under any Hazardous Material Law (collectively, "Hazardous Materials"). In all respects, Tenant shall handle, treat, deal with, manage and dispose of any and all Hazardous Materials in total conformity with all applicable Hazardous Materials Laws and prudent industry practices. Upon expiration or earlier termination of the term of the Lease, Tenant shall cause any Hazardous Materials then located upon the Premises to be removed from the Premises and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. If Tenant fails to do so, Landlord may remove such Hazardous Materials at Tenant's expense. Tenant shall not use any hazardous, toxic, combustible or noxious substances or materials in the Premises other than those as may be used in a normal office environment.

Tenant shall only be responsible to comply herewith and be liable for those hazardous substances brought into, used or introduced into the Premises by Tenant. Tenant shall not be liable for or have any obligation to comply herewith for the occurrence of or presence of hazardous substances prior to the date of Tenant's occupancy.

Definitions. As used in this Lease, the term "environmental laws" shall mean all applicable federal, state and local environmental laws, ordinances, rules and regulations now or hereafter existing. The term "hazardous substances" shall mean substances defined as hazardous by environmental laws and shall include, without limitation, petroleum products. The term "hazardous activities" shall mean the generation, storage, use, transport and/or disposal of hazardous substances.

Tenant Responsibilities. Except those ordinary and customary materials and practices reasonably required in the course of Tenant's normal business and compliant with environmental laws, Tenant shall not engage in hazardous activities without prior express written consent of Landlord which shall not be unreasonably withheld.

Tenant shall indemnify, defend (by attorneys reasonably acceptable to Landlord), protect, and hold Landlord harmless from and against any and all claims, liabilities, penalties, forfeitures,

losses, damages, or expenses that may arise from hazardous activities conducted by Tenant, its agents or employees which could possibly result in a release to the environment.

If responsible for a hazardous substance release pursuant to the preceding terms, Tenant shall provide a response action plan and schedule to Landlord no later than thirty (30) days following Landlord's written request. Tenant shall complete the requisite response action in accordance with environmental laws and proceed in a timely manner. Tenant shall provide copies of relevant project documents for Landlord's review and comment. Tenant shall take no remedial response action, nor enter into any settlement or other agreements, without first notifying Landlord of Tenant's intention and affording Landlord ample opportunity to assert and protect its interest in the contemplated action.

Should Tenant fail to perform as described above, Landlord may conduct the requisite response action and be entitled to reimbursement by Tenant within fifteen (15) business days following Tenant's receipt of Landlord's invoice, prepared in reasonable detail, for all costs associated therewith. At least ten (10) business days prior to initiating any such response action, Landlord shall provide Tenant with written notice of intent, including a work plan and cost estimate.

Upon expiration or earlier termination of the Lease. Tenant shall cause its hazardous substances to be properly removed from the Premises.

Notification. Each party agrees to notify the other within five (5) business days of such party learning of any of the following:

1. Notice or claim to the effect that either party is or may be liable to any person or party as a result of the known, suspected or threatened release to the environment of any hazardous substance from, at or near the Premises.

2. Notice or claim to the effect that either party is or may be subject to the reporting, investigation and/or other response requirements or environmental laws as a result of the known, suspected or threatened release to the environment of any hazardous substance from, at or near the Premises.

3. Notice that the Premises are subject to any environmental lien.

4. Notice or awareness by either party of a known, suspected or threatened condition which would reasonably result in a violation of environmental law and have a material adverse effect on the Premises or either party.

## 22. RECORDING.

Landlord hereby agrees to execute a memorandum of Lease for recordation purposes in accordance with North Carolina General Statute § 47-118; if requested to do so by Tenant. Such document will be prepared and recorded at the sole expense of Tenant.

23. DEFAULT BY LANDLORD.

If Landlord fails to perform any of the covenants or conditions required on its part to be performed pursuant to this Lease, where such failure continues for a period of thirty (30) days after receipt of written notice specifying the nature and extent of such default in detail; however, that if such default is of a nature that it cannot reasonably be cured within such thirty (30) day period, Landlord shall have such additional time as may be required to effect such cure provided Landlord commences the cure within such thirty (30) day period, Landlord shall be liable to Tenant for all damages sustained as a direct result of such breach.

24. SECURITY DEPOSIT AND PERSONAL GUARANTEE

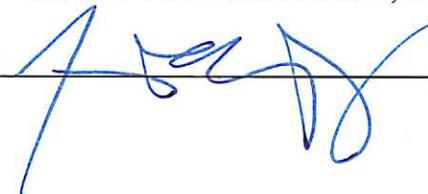
No security deposit or personal guarantee is required under this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed, in duplicate, as of the date and year first above written.

LANDLORD:

FERRY VIEW PARTNERS, LLC

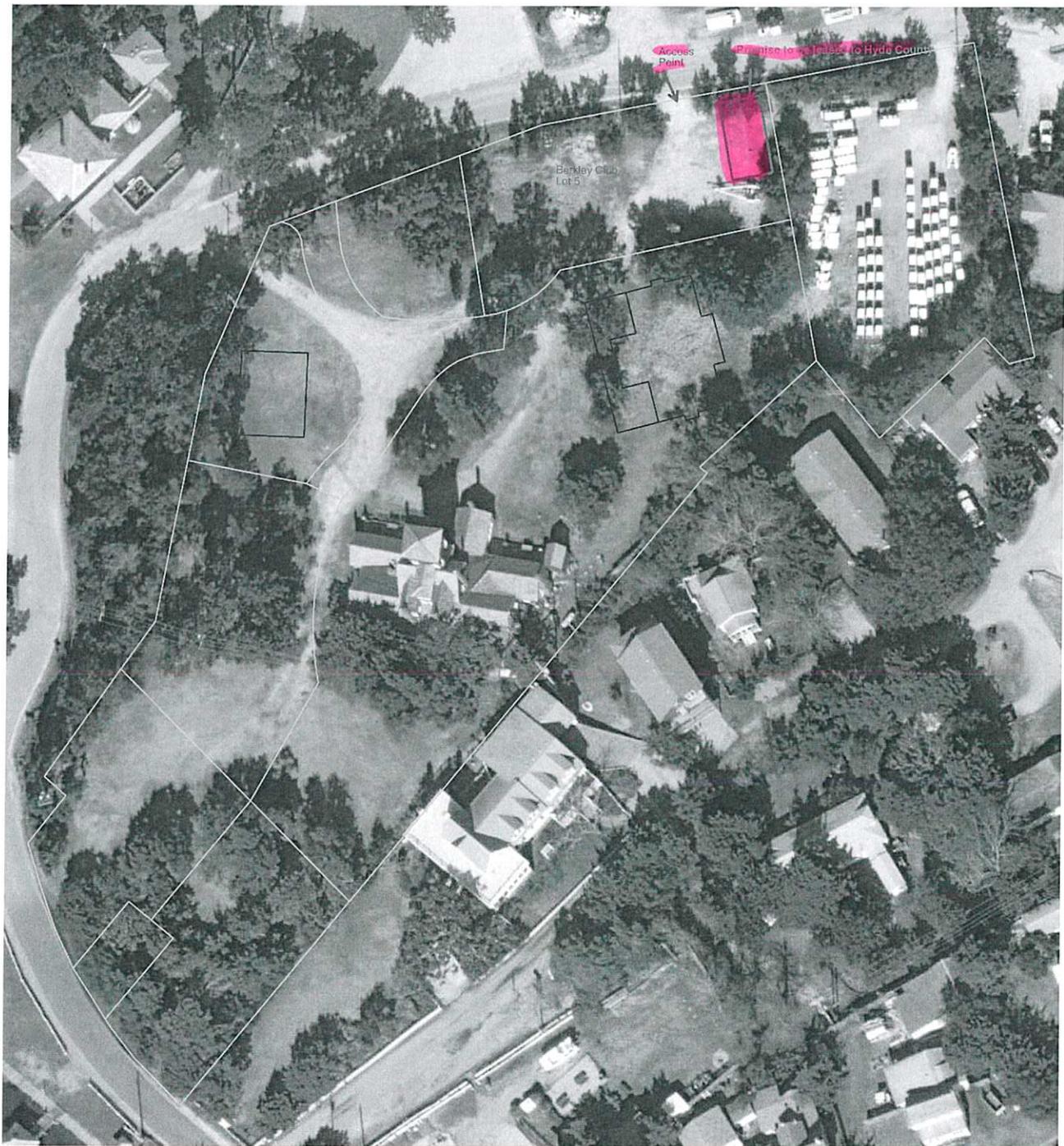
By: \_\_\_\_\_

 Manager

TENANT:

HYDE COUNTY

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



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

**Meeting Date:** July 2, 2018  
**Presenter:** Donnie Shumate  
**Attachment:** None. Structural analysis and drawings available upon request.

**ITEM TITLE:** COLLOCATION OF TELECOMMUNICATIONS EQUIPMENT ON EXISTING TOWER – BISHOP ROAD, SCRANTON

**SUMMARY:** T-Mobile has submitted a permit application to install a 3 foot microwave dish on an existing tower located on Bishop Road. The microwave dish was listed as “future install” in the original design plan submitted by T-Mobile and approved by this board on November 6, 2017.

Hightower Communications will be contractors handling the installation. All parties involved have submitted the necessary paperwork and the application meets the requirements of the Hyde County Wireless Telecommunications Facility Ordinance.

**RECOMMEND:** APPROVE

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Motion Made By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Motion Seconded By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Vote:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

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

**Meeting Date:** July 2, 2018  
**Presenter:** Laurie Potter, Director DSS  
**Attachment:** Yes

**ITEM TITLE:** DHHS/DSS Signing Statement regarding the Memorandum of Understanding (Fiscal Year 2018-19)

**SUMMARY:** At the June Hyde County Board of Commissioner's meeting, Laurie Potter, Hyde County DSS Director, presented an annual agreement between the Department of Health and Human Services and the Hyde County Department of Social Services for all social services programs excluding Medicaid.

Law requires the agreement to contain certain performance requirements and administrative responsibilities related to the social services programs. NC Counties were required to submit executed agreements to the state prior to a June 29, 2018 deadline, however, Ms. Potter had reservations in regard to the requirements within the agreement. The written agreement was executed and submitted to the state, however, it was agreed at the BOC meeting that an additional statement in regard to the expectations outlined within the agreement

Attached please find a Signing Statement regarding the Memorandum of Understanding (Fiscal Year 2018-19) for review.

**RECOMMEND:** Discuss and approve with any suggested revisions

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Motion Made By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Motion Seconded By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Vote:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

**Board of Commissioners**

Earl Pugh, Jr., Chair  
Barry Swindell, Vice-Chair  
Benjamin Simmons, III  
Tom Pahl  
Dick Tunnell

# COUNTY OF HYDE

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

Bill Rich  
County Manager

Franz Holscher  
County Attorney

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board



June 28, 2018

**SIGNING STATEMENT  
REGARDING THE MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19)  
BETWEEN THE NORTH CAROLIA DEPARTMENT OF HEALTH AND HUMAN  
SERVICES  
DIVISION OF SOCIAL SERVICES  
AND THE  
HYDE COUNTY DEPARTMENT OF SOCIAL SERVICES**

*A signing statement commenting on the written agreement entered into by the above entities pursuant to N.C. Gen Stat. § 108A-74, an Act of the North Carolina General Assembly*

The Hyde County Department of Social Services, shall enter into the Memorandum of Understanding (MOU) as proposed by the North Carolina Department of Health and Human Services to comply with the requirements of N.C. Gen Stat. § 108A-74. However, based upon the lack of mutuality in creation of the terms of the MOU, the Hyde County Department of Social Services attaches this Signing Statement as a means of expressing its concerns regarding the inevitable obstacles regarding compliance with the terms of the MOU as written. Our concerns are as follows:

- This document is binding on our agency yet does not make meaningful allowances for performance standards based on the limitations of resources and other county specific facts in Hyde County, North Carolina.
- N.C. Gen Stat § 108A-74 (al) (3) provides that the written agreement between the North Carolina Department of Health and Human Services and counties be “standardized or may be tailored to address issues in specific jurisdictions.” This agreement has not been subject to any such tailoring for Hyde County, and each outcome measure and expectation is exactly the same for all 100 counties in North Carolina.
- The Hyde County Department of Social Services is concerned that the aforementioned MOU is neither a “memorandum of understanding” nor an “agreement”, but rather an unconscionable contract as defined by case law in the state of North Carolina, specifically, N.C. Supreme Court in Brenner v. Little Red Sch. House Ltd., 302 N.C. 207, 213, 274 S.E.2<sup>nd</sup>, 210 (1981).

- While Hyde County sees this MOU as an attempt to improve service delivery, it places a significant challenge on our agency to achieve these benchmarks. Hyde, as a small county, is greatly impacted by the slightest statistical error and therefore will require near perfection to achieve these outcomes. While we will strive to comply, achieving these “best practice” outcomes will place an increased and negative burden upon the workers of Hyde County Department of Social Services, especially in light of the overall increasing mandates from DHHS.
- Hyde County is significantly concerned about how potential technological issues and challenges surrounding the NC FAST system may impact accuracy and timeliness of cases. As new programs are added, new issues with existing NC FAST programs tend to experience problems as a result. The current programs on NC FAST still regularly experience technical issues requiring continuous use of new job aids and submission of help desk tickets.
- Many of the performance measures are too greatly influenced by an entity that the Dept. has absolutely no ability to influence, i.e. the Courts. The ability to meet outcome measures must be seen in this light, as again, it only takes one case to cause the statistics to show non-compliance, no matter what the agency does.
- Reactive services like CPS and APS cannot be mandated to achieve an unreasonable objective without careful consideration of the circumstances. Many of the child welfare outcomes are directly influenced and affected by factors outside the control of DSS. We cannot control the actions of parents, lack of appropriate mental health services, and the ever-growing opioid epidemic; all of which intensely impacts our current practice. Due to the opioid epidemic, we are finding these cases to be ever more complicated, challenging, and time consuming for our workers.

The Hyde County Department of Social Services stands willing and ready to continue to work our best efforts to meet the needs of children, families and all citizens of Hyde County, North Carolina. We are willing to abide by all relevant laws, codes, regulations, and policies. However, without the ability to individually and specifically negotiate the terms of the aforementioned Memorandum of Understanding, the Hyde County Department of Social Services would be doing a disservice to its clients, the people of Hyde County, by not informing the State and Department of Health and Human Services of our above stated concerns. Therefore, we are attaching this Signing Statement to our signed MOU.

Respectfully Submitted,

Laurie Potter, Director  
Hyde County Dept. of Social Services

Kris Cahoon Noble  
County Manager

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

**Meeting Date:** July 2, 2018  
**Presenter:** County Manager Kris Cahoon Noble  
**Attachment:** Yes

**ITEM TITLE:** Dark Woods Farms Subdivision

**SUMMARY:** Dark Woods Farms, LLC has submitted a subdivision plat for consideration. The Planner has reviewed the plat:

Tract 1: This is a new tract meeting lot square footage requirements at 6.73 acres. The tract meets and exceeds road frontage requirements.

Tract 2: This is a residual tract from the creation of Tract 1 meeting lot square footage requirements at 13.87 acres. The tract will have a 50 ft. dedicated access which exceeds ordinance standards.

Tract 3: This is a new tract meeting lot square footage requirements at 8.81 acres. The tract meets and exceeds road frontage requirements.

Tract 4: This is a new tract meeting lot square footage requirements at 23.85 acres. The tract meets and exceeds road frontage requirements.

Tract 5: This is a residual tract from the creation of Tracts 3 & 4 meeting lot square footage requirements at 44.11 acres. The tract will have a 50 ft. dedicated access which exceeds ordinance standards.

Tract 6: This is a new tract that will meet lot square footage requirements at 43,560 sq. ft.

The subdivision is considered a minor subdivision under the Hyde County Subdivision Ordinance meeting the requirements that it "involves no more than ten lots and includes contiguous land single ownership. In addition this subdivision does not involve any new streets, requires no existing drainage easements, does not create new or residual parcels that do not conform, and does not constitute an enlargement of a previously approved minor plat. All lot square footages and accesses meet or exceed requirements. This subdivision has been sent in a preliminary plat format.

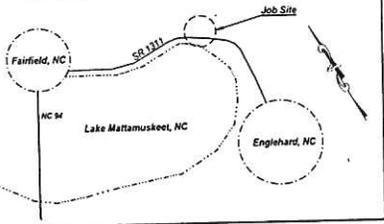
**RECOMMEND:** Approve the preliminary plat and authorize planner to verify code compliance and execute final plat.

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Motion Made By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Motion Seconded By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Vote:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl



Vicinity Map

The plat is subject to any facts that maybe disclosed by a full and accurate title search, as well as any RW's, easements, zoning regulations and restrictive covenants of record not shown hereon.  
 Area computed by the Method of Coordinate Geometry.  
 All Distances are horizontal ground unless otherwise noted.

Special Notes

(Now or Formerly)  
**Andrew Meredith, Jr.**  
 Deed Book 252 Page 354

(Now or Formerly)  
**Henry J. Gibbs**  
 Hyde County Tax ID Number  
 8667-71-8892

Existing RR Iron  
 Projecting 2'  
 Existing 1/2"  
 Rebar flush  
 Existing RR Iron  
 Projecting 2'

**Metes & Bounds of Tract 1**

From	To	Bearing	Distance
A1	E1	S 70°05'15" E	217.53
B1	C1	S 29°55'15" W	1079.70
C1	D1	N 88°05'05" W	286.77
D1	A1	N 79°51'24" E	1165.82

**Metes & Bounds of Tract 2**

From	To	Bearing	Distance
A1	E1	N 23°12'14" E	1668.34
E1	F1	S 69°17'00" E	346.54
F1	G1	S 39°02'47" W	1667.17
G1	H1	S 29°55'15" W	1061.99
H1	C1	N 88°05'05" W	286.77
C1	A1	S 29°55'15" W	1079.70
A1	B1	S 70°05'15" E	271.58

**Metes & Bounds of Tract 3**

From	To	Bearing	Distance
K1	L1	S 87°35'49" E	357.00
L1	M1	N 30°12'07" E	1300.00
M1	J1	S 60°33'32" E	313.89
J1	K1	N 30°06'26" E	1137.62

**Metes & Bounds of Tract 4**

From	To	Bearing	Distance
X1	B100	S 87°38'49" E	43.60
B100	C10	S 85°41'43" E	100.20
C10	D10	S 79°13'51" E	121.65
D10	E10	S 73°24'52" E	86.97
E10	F10	S 69°38'40" E	106.12
F10	3000	S 87°00'14" E	113.25
3003	3000	N 23°37'13" E	211.87
3002	3004	S 39°34'50" E	182.55
3004	V1	S 39°25'10" W	1263.36
V1	W1	N 60°36'57" W	748.55
W1	X1	N 30°12'07" E	1300.00

**Metes & Bounds of Tract 5**

From	To	Bearing	Distance
J1	N1	S 39°05'26" W	1224.23
N1	P1	S 54°22'48" E	1160.94
P1	Q1	N 23°17'40" E	233.83
Q1	R1	S 60°38'38" E	668.02
R1	S1	N 30°49'56" E	6.07
S1	T1	N 30°45'50" E	591.88
T1	U1	N 61°40'11" W	715.28
U1	V1	N 30°25'10" E	530.60
V1	W1	N 60°35'27" W	748.55
W1	X1	N 30°12'07" E	1326.28
X1	L1	N 87°38'49" W	36.53
L1	M1	N 30°12'07" E	1300.00
M1	J1	S 60°11'52" E	113.88

**Metes & Bounds of Tract 6**

From	To	Bearing	Distance
S10	I10	S 29°55'28" W	149.13
I10	3004	S 30°25'10" W	85.71
3003	3004	S 59°14'50" E	161.56
3001	3000	N 23°37'13" E	211.87
3000	S10	S 62°24'17" E	268.20

- Legend**
- EIP = Existing Iron Pipe
  - NIP = New Iron Pipe
  - Ex. Mon. = Existing Concrete Monument
  - Mag Nail = Magnetic Survey Nail
  - NPS = No Point Set
  - Power Pole
  - Right of Way
  - Centerline
  - Lines Surveyed
  - Lines Not Surveyed
  - Power Line
  - Curbing
  - Water Boundary
  - RW = Right of Way
  - PC = Point of Curvature
  - PT = Point of Tangency
- All NIP's set are black iron pipe 1" in Diameter by 24" long  
 Linear Units are "US FOOT"  
 Angular Units are "Degrees, Minutes & Seconds"

**Surveyor's Certificate and Parcel Status**

I, Hugh A. Sorrell, a Professional Land Surveyor in the State of North Carolina, certify that this plat was drawn under my supervision from an actual survey performed under my supervision. That the boundaries surveyed are defined in Deed Book 157 Page 403. That the boundaries not surveyed are clearly indicated. That the ratio of precision or positional accuracy as calculated is 1". That the following information was used to perform the GPS survey.

GPS receivers used: Spectra SP 80  
 Class of survey: C  
 Positional accuracy: 0.03"  
 Type of GPS field procedure: VRS  
 Dates of survey: June 24, 2015  
 Datum/Elevation: NAD 83 / 2011 adjustment  
 Published / Fixed control used: "VRS"  
 Geoid Model: GEOID 12A  
 Combined Grid Factor: 0.9998794  
 U.S. FOOT

This was prepared in accordance with GS 47-30 as amended. That this plat meets the requirements of GS 47-30 section F.11, this survey creates a subdivision of land within a county or municipality that has an ordinance that regulates parcels of land.

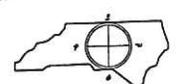
I, \_\_\_\_\_ license number and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**Review Officer**  
 State of North Carolina  
 Hyde County, NC  
 \_\_\_\_\_ Review Officer of Hyde County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.  
 \_\_\_\_\_ Review Officer \_\_\_\_\_ Date

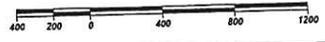
(Now or Formerly)  
**Lake Mattamuskeet Wildlife Refuge**  
 Deed Book 35 Page 270

A Survey and Subdivision for:  
**Dark Woods Farms, LLC**  
 Lake Landing Township Hyde County, NC  
 Scale 1" = 400' Surveyed September 10, 2013

**Sorrell Land Surveying, Inc.**  
 Hugh A. Sorrell, Professional Land Surveyor L-2849  
 107 Union Alley Washington, NC  
 www.sorrellandsurveying.com Office (252) 948-2464  
 Company License: C-3508 Mobile (252) 944-9798



"Surveying the land surveying needs of Eastern NC"  
 File: 0913DWF02 (4) revised



Land Surveyor L-2849

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

**Meeting Date:** July 2, 2018  
**Presenter:** County Manager Kris Cahoon Noble  
**Attachment:** Yes

**ITEM TITLE:** Tunnell Subdivision

**SUMMARY:** The Douglass Tunnell Heirs have submitted a subdivision plat for consideration. The Planner has reviewed the Douglas L. Tunnell Heirs plat:

- Tract A This is a new tract meeting lot square footage requirements at 29,664 sq. ft. There is a deeded fee simple road frontage of 45 ft. which exceeds requirements. There is an existing house on the property with water and septic service.
- Tract B This is a new tract meeting lot square footage requirements at 24,567 sq. ft. There is an existing house on the property with water and septic service.
- Tract C This is a new tract meeting lot square footage requirements at 21,475 sq. ft. There is an existing house on the property with water and septic service.
- Tract D This is a residual tract from the creation of Tract C and does meet lot square footage requirements at 86,727 sq. ft.
- Tract E This is an existing lot.
- Tract F This is a new tract meeting lot square footage requirements at 29,228 sq. ft.
- Tract G This is a new tract meeting lot square footage requirements at 27,399 sq. ft.
- Tract H This is a new tract meeting lot square footage requirements at 27,442 sq. ft.
- Tract J This is an existing lot belonging to Cory & Callie Carawan.
- Tract K This is a residual tract from the creation of Tract L and will be recombined with Tract J and purchased by the Carawan's referenced above. Even as a stand- alone lot, it meets lot square footage requirements and road frontage requirements.
- Tract L This is an existing lot owned by Ronald Livesay.

The subdivision is considered a minor subdivision under the Hyde County Subdivision Ordinance meeting the requirements that it "involves no more than ten lots and includes contiguous land single ownership. In addition this subdivision does not involve any new streets, requires no existing drainage easements, does not create new or residual parcels that do not conform, and does not constitute an enlargement of a previously approved minor plat. All lot square footages and accesses meet requirements and water and sewer is available to the lots being created.

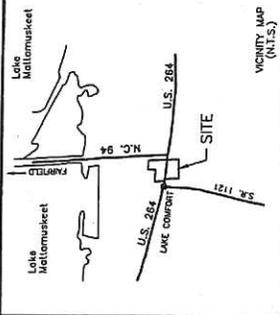
**RECOMMEND: APPROVE**

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Motion Made By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Motion Seconded By:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl

Vote:  Earl Pugh, Jr.  
 Barry Swindell  
 Dick Tunnell  
 Ben Simmons  
 Tom Pahl



NORWOOD MARTIN MAYO, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. A DESCRIPTION OF THE PROPERTY IS SET FORTH IN DEED BOOK 130, PAGE 865, DEED BOOK 131, DEED BOOK 215, PAGE 515; BOUNDARIES NOT SURVEYED ARE CLEARLY SHOWN FROM INFORMATION FOUND IN PLAT CABINET 725, PAGE 10 AND PLAT CABINET 725, PAGE 11. THE PLAT IS A PRELIMINARY PLAT IS 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING SYSTEM (GPS) STANDARDS, PART 2: PERFORMANCE FOR GEODETIC NETWORKS AT THE 2cm ACCURACY CLASSIFICATION (85% CONFIDENCE) FOR THE SURVEY. THE PLAT IS A PRELIMINARY PLAT AND THAT THIS PLAT MEETS THE REQUIREMENTS OF G.S. 47-30 SECTION E-11-C. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 22 DAY OF APRIL, 2015.

NORWOOD MARTIN MAYO, PLS  
REGISTRATION NO. L-1546

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

NORWOOD MARTIN MAYO, PLS  
REGISTRATION NO. L-1546

I, NORWOOD MARTIN MAYO, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

1. CLASS OF SURVEY: C
2. TYPE OF GPS FIELD PROCEDURE: RTK, OPUS & TRADITIONAL TRAVERSE
3. DATE OF SURVEY: 04-22-15 TO 08-25-15
4. DATUM/EPOCH: NAD 83 (2011) (EPOCH=2010)
5. GEOD MODEL: GEOID 12B USE: OPUS
6. COMBINED CRD FACTOR(S): 0.99897800
7. UNITS: US SURVEY FEET

NORWOOD MARTIN MAYO, PLS  
REGISTRATION NO. L-1546

THE STATE PLANE COORDINATES (SFC) FOR THIS PROJECT WERE PRODUCED WITH STATIC GPS OBSERVATIONS AND PROCESSED WITH ONLINE POSITIONING SERVICE (OPUS). THE NETWORK POSITIONAL ACCURACY OF THE OPUS SERVICE POSITIONAL INFORMATION IS 0.020M.

THE FOLLOWING COGS WERE USED BY OPUS

PID: DL1892  
NSO SWANQUARTER COGS ARP  
BK7747  
MCR CRESWELL COGS ARP

HORIZONTAL POSITIONS ARE REFERENCED TO NAD83(2011) (EPOCH=2010) COMBINED FACTOR 0.99897800.

SHEET TITLE: DIVISION OF PROPERTY

SURVEY FOR:  
**DOUGLAS L. TUNNELL HERIS**  
Owner: Douglas L. Tunnell Heris

US 264

License No. C-1153  
2500 Quarter, NC  
2500 250-2522  
New Bern, NC

**MAYO AND ASSOCIATES, P.A.**  
LAND SURVEYING  
VANDERBILT, NC 27566

DATE: 04-22-15  
SCALE: 1" = 60'  
PROJECT NO.: 2015-007

STATE: NC  
COUNTY: HYDE  
TWP: LAKE LANDING

REVIEW OFFICER  
STATE OF NORTH CAROLINA  
COUNTY OF HYDE

DATE: \_\_\_\_\_

REVIEW OFFICER OF HYDE COUNTY CERTIFIES THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: \_\_\_\_\_

THIS MAP/PLAT WAS PRESENTED FOR REGISTRATION AND RECORDED IN THIS OFFICE IN PLAT CABINET \_\_\_\_\_ SLIDE \_\_\_\_\_ M. \_\_\_\_\_

BY: \_\_\_\_\_ ASST/DEPUTY REGISTER OF DEEDS

PRELIMINARY PLAT  
NOT FOR RECORDATION, CONVEYANCES,  
SALES OR FINAL DESIGN.  
THIS DRAWING IS AN ELECTRONIC FILE  
FOR VIEWING ONLY.

N/F  
EARL PUGH, JR.  
DEED BOOK 58, PAGE 50  
NC PIN # 8623-05-4623

N/F  
RONALD DUNN  
DEED BOOK 130, PAGE 865  
NC PIN # 8623-07-0342

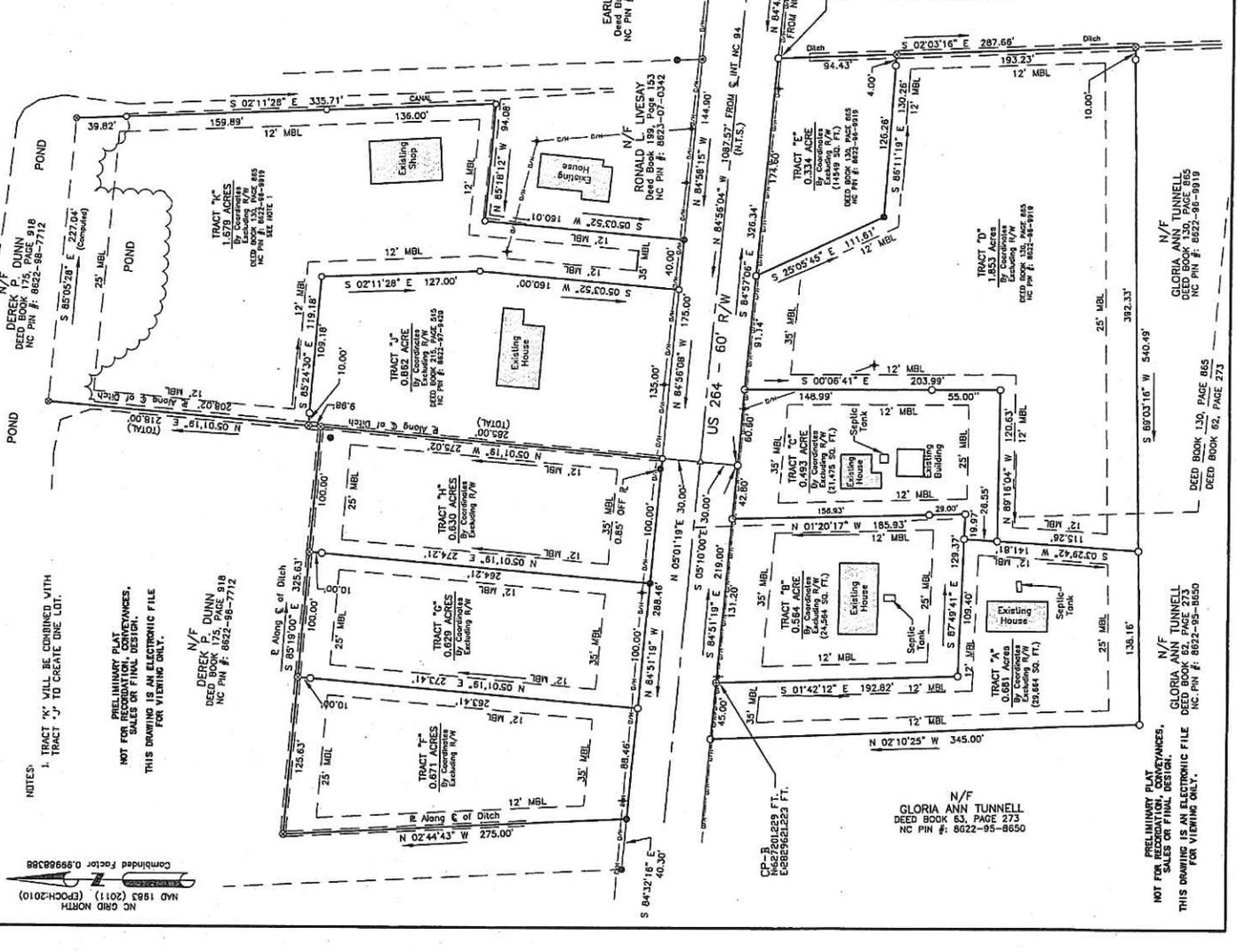
N/F  
GLORIA ANN TUNNELL  
DEED BOOK 82, PAGE 865  
NC PIN # 8622-95-8650

N/F  
EARL PUGH, JR.  
DEED BOOK 58, PAGE 50  
NC PIN # 8623-05-4623

N/F  
GLORIA ANN TUNNELL  
DEED BOOK 82, PAGE 865  
NC PIN # 8622-95-8650

LEGEND

- EXISTING IRON PIPE
- EXISTING REBAR
- 3/4" SET REBAR/CAP (FLUSH)
- △ SET IRON NAIL
- + POWER OR LIGHT POLE
- OVERHEAD ELECTRIC
- MBL MINIMUM BUILDING LINE
- CENTER LINE
- PROPERTY LINE
- CP CONTROL POINT
- ▲ NCDS COMMUNITY STATION
- COMMUNITY WATER



NOTES:  
1. TRACT 'K' WILL BE COMBINED WITH TRACT 'J' TO CREATE ONE LOT.

PRELIMINARY PLAT  
NOT FOR RECORDATION, CONVEYANCES,  
SALES OR FINAL DESIGN.  
THIS DRAWING IS AN ELECTRONIC FILE  
FOR VIEWING ONLY.

N/F  
DEREK P. DUNN  
DEED BOOK 130, PAGE 865  
NC PIN # 8622-98-7712

PRELIMINARY PLAT  
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SALES OR FINAL DESIGN.  
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FOR VIEWING ONLY.

N/F  
DEREK P. DUNN  
DEED BOOK 130, PAGE 865  
NC PIN # 8622-98-7712

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N/F  
GLORIA ANN TUNNELL  
DEED BOOK 82, PAGE 865  
NC PIN # 8622-95-8650

PRELIMINARY PLAT  
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N/F  
GLORIA ANN TUNNELL  
DEED BOOK 82, PAGE 865  
NC PIN # 8622-95-8650

PRELIMINARY PLAT  
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FOR VIEWING ONLY.

N/F  
GLORIA ANN TUNNELL  
DEED BOOK 82, PAGE 865  
NC PIN # 8622-95-8650

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

**Meeting Date:** July 2, 2018  
**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:** \_\_\_ Earl Pugh, Jr.  
\_\_\_ Barry Swindell  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ Tom Pahl

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

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

### Manager's Calendar (June 2018)

<b>1</b>	SQ Office
<b>2</b>	
<b>3</b>	7am-Ferry to Ocracoke
<b>4</b>	Ocracoke Office
<b>5</b>	9:30am-Ferry to SQ; 6pm-Commissioners Meeting
<b>6</b>	10am-4pm-Mattamuskeet Watershed meeting; 4pm-Ocracoke Occupancy Tax Board
<b>7</b>	11:30am-Chris Williams; 12:30pm-Met with Linda re: Garick; 1pm-Ferry to Ocracoke
<b>8</b>	Ocracoke Office
<b>9</b>	
<b>10</b>	
<b>11</b>	Ocracoke Office; 3pm-TDA Meeting
<b>12</b>	Ocracoke Office
<b>13</b>	10am-Vann Pearsal; 7pm-OPS/Island Inn
<b>14</b>	Ocracoke Office; Met with Kris
<b>15</b>	Trans
<b>16</b>	
<b>17</b>	
<b>18</b>	5:30-Ocracoke Waterways Commission
<b>19</b>	3:30pm-Ferry to SQ
<b>20</b>	SQ Office
<b>21</b>	SQ Office
<b>22</b>	10am-Ferry to Ocracoke
<b>23</b>	
<b>24</b>	
<b>25</b>	Ocracoke Office; 1pm-TDA meeting at WOVV
<b>26</b>	4pm-Coastal Federation Reception in Wanchese
<b>27</b>	7am-Special Board Meeting; 3:30pm-Ferry to SQ
<b>28</b>	11:30am-County/Municipal Luncheon
<b>29</b>	SQ Office
<b>30</b>	

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

**Meeting Date:** July 2, 2018  
**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:** July 2, 2018  
**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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<b>Motion Made By:</b> ___ Earl Pugh, Jr. (Enter)            ___ Barry Swindell ___ Dick Tunnell ___ Ben Simmons ___ Tom Pahl	<b>Motion Seconded By:</b> ___ Earl Pugh, Jr. ___ Barry Swindell ___ Dick Tunnell ___ Ben Simmons ___ Tom Pahl	<b>Vote:</b> ___ Earl Pugh, Jr. ___ Barry Swindell ___ Dick Tunnell ___ Ben Simmons ___ Tom Pahl
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<b>Motion Made By:</b> ___ Earl Pugh, Jr. (Exit)                ___ Barry Swindell ___ Dick Tunnell ___ Ben Simmons ___ Tom Pahl	<b>Motion Seconded By:</b> ___ Earl Pugh, Jr. ___ Barry Swindell ___ Dick Tunnell ___ Ben Simmons ___ Tom Pahl	<b>Vote:</b> ___ Earl Pugh, Jr. ___ Barry Swindell ___ Dick Tunnell ___ Ben Simmons ___ Tom Pahl
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**Action Taken:**

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<b>Motion Made By:</b> ___ Earl Pugh, Jr. ___ Barry Swindell ___ Dick Tunnell ___ Ben Simmons ___ Tom Pahl	<b>Motion Seconded By:</b> ___ Earl Pugh, Jr. ___ Barry Swindell ___ Dick Tunnell ___ Ben Simmons ___ Tom Pahl	<b>Vote:</b> ___ Earl Pugh, Jr. ___ Barry Swindell ___ Dick Tunnell ___ Ben Simmons ___ Tom Pahl
--	--	--