

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

Meeting Date: June 5, 2018
Presenter: County Manager Bill Rich
Attachment: Yes

ITEM TITLE: HYDE COUNTY FY2017-2018 BUDGET ORDINANCE

SUMMARY: After conducting public hearing and receiving citizen's questions and comments on the budget, County Manager Bill Rich at this time will present the Hyde County FY2018-2019 Budget Ordinance for Board adoption.

RECOMMEND: ADOPT

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

ARTICLE XV. SCHOOL APPROPRIATIONS

SECTION 1 – The appropriations to the Board of Education, first, shall be made from any such funds which are dedicated to the use of the schools, and secondly, shall be made from the general county fund revenues to the extent necessary to meet the approved appropriation.

SECTION 2 – For purposes of summary only as the actual figures are contained in the Budget Resolution, the total appropriation for Current Expense from the General Fund is \$1,669,458.00

SECTION 3 – Except as otherwise provided in this Budget Ordinance or the Budget Resolution, this Budget Ordinance hereby incorporates by reference in its entirety the “PROPOSED BUDGET OF THE HYDE COUNTY BOARD OF EDUCATION FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 and ENDING JUNE 30, 2019” as presented to the Board of Commissioners and all language in said Proposed Budget is incorporated into this Ordinance as if it were included within the body of this Ordinance. Said Proposed Budget may hereafter be referred to as the “School Budget”.

ARTICLE XVI. OTHER PROVISIONS

SECTION 1 – The Hyde County Manager in his capacity as Budget Officer is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- (a) He may transfer amounts between objects of expenditure within a department, except salary amounts, without limitations.
- (b) He may transfer amounts up to \$25,000 between departments of the same fund with an official report on such transfers at the next regular meeting of the Board of Commissioners.
- (c) He may not transfer any amounts between funds nor from any contingency appropriation within any fund.
- (d) He will assign legal costs to departments based upon the legal issue involved.

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Airport Improvement Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Grant	\$ 144,000.00
Appropriation from General Fund	<u>16,000.00</u>
	160,000.00

ARTICLE XIII. SWAN QUARTER DIKE FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Swan Quarter Dike Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Expenditures	\$ 22,250.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Swan Quarter Dike Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Current Taxes	\$ 22,250.00
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ARTICLE XIV. SENIOR CENTER FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Senior Center Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Expenditures	\$ 123,245.72
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Senior Center Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Albemarle Commission.....	\$ 9000.00
Bldg Rent – Senior Center.....	400.00
Appropriation from General Fund	106,845.72
Grants.....	6,000.00
Fund Raisers.....	<u>1,000.00</u>
	\$ 123,245.72

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Ocracoke Occupancy Tax Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Expenditures.....	\$	503,617.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Ocracoke Occupancy Tax Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Occupancy Tax – Ocracoke.....	\$	500,117.00
Interest Earned.....		<u>3,500.00</u>
	\$	503,617.00

ARTICLE XI. MAINLAND OCCUPANCY TAX FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Mainland Occupancy Tax Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Expenditures.....	\$	8,000.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, the following revenues are hereby appropriated in the Mainland Occupancy Tax Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Occupancy Tax Mainland.....	\$	8,000.00
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ARTICLE XII. AIRPORT IMPROVEMENT FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Airport Improvement Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Expenditures	\$	160,000.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the West/Quarter Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Prior Taxes.....	\$ 140.00
Current Taxes.....	25,000.00
Interest Earned.....	<u>150.00</u>
	\$ 4,090.00

ARTICLE VIII. REVALUATION

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Revaluation Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Expenditures.....	\$ 10,500.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Revaluation Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Appropriated from General Fund.....	\$ 10,000.00
Interest on Investment.....	<u>500.00</u>
	\$ 10,500.00

ARTICLE IX. 4-H FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the 4-H Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Expenditures.....	\$ 22,780.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the 4-H Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Fees Collected.....	\$ 22,780.00
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ARTICLE X. OCRACOKE OCCUPANCY TAX FUND

\$ 48,383.00

ARTICLE V. FINES AND FORFEITURES

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Court..... \$ 56,500.00

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Fine and Forfeitures Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Court..... \$ 56,500.00

ARTICLE VI. CAPITAL RESERVE FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Capital Reserve Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Transfers \$ 5,000.00

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Capital Reserve Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Interest on Investment..... \$ 5,000.00

ARTICLE VII. WEST/QUARTER FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the West/Quarter Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Expenditures..... \$ 25,290.00

TOTAL GENERAL FUND REVENUE

\$13,110,675.63

ARTICLE III. HYDE COUNTY WATER/SEWER SYSTEM FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Hyde County Water System Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Expenditures..... \$1,600,000.00

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Hyde County Water System Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019:

Sale of Water.....	\$1,001,000.00
Connection Fees.....	3,000.00
Prison Water Charges.....	262,000.00
Prison Sewer Charges.....	300,000.00
Interest Earned.....	4,000.00
Penalties & Interest.....	18,000.00
Meter Installation.....	10,000.00
Miscellaneous.....	2,000.00
	\$1,600,000.00

ARTICLE IV. OCRACOKE MOSQUITO TAX FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Ocracoke Mosquito Tax Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Expenditures..... \$ 48,383.00

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Ocracoke Mosquito Tax Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Prior Tax.....	\$ 2,000.00
DMV Prior.....	50.00
Current Tax.....	45,333.00
DMV Current.....	<u>1,000.00</u>

Social Services	
Administration.....	\$ 1,141,449.80
Title III.....	44,346.00
SAD-SAA.....	50,000.00
Medicaid.....	283,278.00
Public Service Assistance.....	2,500.00
CAPS Program.....	27,871.07
Day Care Support Services.....	80,000.00
Mattamuskeet Opportunities.....	140,190.75
Other Human Services	
Elderly Nutrition.....	\$ 33,723.00
Veteran Service Officer.....	10,479.68
Cultural Arts:	
Beaufort County Arts Council.....	\$ 1,000.00
BHM Regional Library.....	51,000.00
Education:	
Current Expense.....	\$ 1,669,458.00
Capital Outlay Sales Tax.....	330,000.00
QZAB Payment.....	55,964.58
QSCB Payment.....	215,072.82
Transfers to Other Funds:	106,945.72
Contingency.....	\$ -0-
TOTAL GENERAL FUND	\$13,110,675.63

SECTION 2 – Revenues: For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

Ad Valorem Taxes.....	\$ 7,340,435.00
Sales Tax.....	1,580,000.00
Other Tax and License.....	141,061.70
Unrestricted Intergovernmental.....	158,250.00
Restricted – Other.....	340,421.00
Restricted – Social Services.....	1,257,934.40
Restricted – Health.....	736,694.00
Permits and Fees.....	166,485.00
Sales and Service.....	394,900.00
Investment Earnings	20,000.00
Miscellaneous.....	216,360.00
Transfers and Fund Balance.....	758,134.53

Sheriff.....	\$	1,275,249.81
Jail.....		113,750.00
Alcoholic Rehabilitation.....		1,800.00
Emergency Management.....		210,366.38
Volunteer Fire Departments.....		168,750.00
State Forestry Program 35%.....		70,366.00
Inspections.....		144,250.61
Emergency Medical Services.....		1,607,213.79
Medical Examiner.....		3,000.00
Transportation:		
Airport.....	\$	93,000.00
Elderly & Handicapped Transportation.....		98,990.00
Environmental Protection:		
Solid Waste.....	\$	942,133.31
Soil Conservation Administration.....		144,691.22
Economic & Physical Development:		
Cooperative Extension.....	\$	147,596.00
Juvenile Crime Prevention.....		54,923.00
Human Services:		
Health.....	\$	362,543.95
Environmental Health.....		61,356.86
Food & Lodging.....		48,064.25
Family Planning - State.....		131,847.69
Maternal Health-State.....		54,852.43
Health Promotion – Risk Reduction.....		42,188.00
Immunization Action Plan.....		6,792.01
Child Health – State.....		79,573.42
Women, Infants & Children.....		26,156.61
Communicable Diseases.....		30,868.00
Public Management Entity.....		10,394.46
Breast & Cervical Cancer.....		11,789.80
Adult Health.....		111,702.58
Private Well Program.....		2,789.99
Bioterrorism Response Preparedness.....		35,098.57
Hyde Transit.....		16,000.00
Child Services Coordinator.....		13,175.00
Pregnancy Care Management.....		13,238.40
Mental Health.....		10,915.00
KBR Interpreter Outreach.....		64,790.00
Vidant-Health Promotion.....		19,098.20
PH-Farmers Market.....		1.001.04

Ordinance No. 2018-06-01

**AN ORDINANCE OF THE BOARD OF COUNTY
COMMISSIONERS OF HYDE COUNTY, NORTH CAROLINA,
RELATING TO THE FY2018-2019 BUDGET**

Be It Ordained By the Board of Commissioners of Hyde County, North Carolina:

ARTICLE I. BUDGET RESOLUTION

This Ordinance hereby incorporates by reference in its entirety Resolution titled “A Resolution of the Board of Commissioners of Hyde County, North Carolina Establishing a Budget for the County of Hyde for FY2018-2019”, adopted by the Board of Commissioners on June 04, 2018, and all language in said Resolution is incorporated into this Ordinance as if it were included within the body of this Ordinance. Said Resolution may hereafter be referred to as the “Budget Resolution”.

ARTICLE II. GENERAL FUND

SECTION 1 – Appropriations: For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the General Fund for the operation of county government and its activities for the fiscal year beginning July 1, 2018 and ending June 30, 2019 in accordance with the Budget Resolution and the chart of accounts heretofore established for this county:

General Government:

Governing Board.....	\$ 28,216.56
Administration.....	931,662.69
HRA.....	140,000.00
IT.....	94,144.16
Elections.....	80,564.61
Drainage.....	75,062.60
Finance.....	172,604.69
Tax Supervisor.....	201,421.38
Legal.....	40,000.00
Register of Deeds.....	184,937.66
Planner.....	101,788.75
Davis School Expenses.....	13,200.00
Public Building Maintenance.....	411,938.44
Court Facilities.....	10,000.00
Various Grants.....	80,000.00
Human Resources.....	71,538.30

Public Safety:

SECTION 2 - All legal outstanding encumbrances at June 30, 2017 are hereby carried forward and re-appropriated as an amendment to the budget for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

SECTION 3 - Upon acceptance the annual audit for the fiscal year 2017-18 by the County Commissioners so long as such acceptance prior to June 30, 2019, the County Manager shall direct that fifty percent (50%) of the total cash revenue received in the General Fund that is in excess of the total expenses and current liabilities (excluding debt with a maturity on or after July 1, 2018) be transferred from the Unappropriated Reserve in the General Fund to the Capital Reserve Fund. The County Manager shall give a report to the Commissioners of the amount transferred at the next Regular meeting of the Board following the date of such transfer.

ARTICLE XX. TAX LEVY

SECTION 1 – There is hereby levied at the rate of \$0.77 per One Hundred Dollar (\$100) valuation of property listed for taxes as of January 1, 2018, for the purpose of raising the revenue listed in the General Fund, Article II., Section 2, of this Ordinance. Ocracoke Mosquito Control Tax Rate is levied at the rate of \$0.01 per One Hundred Dollar (\$100) valuation of property listed.

SECTION 2 – The rate of tax as shown in Sections 1 above is based upon a total valuation of property for the purpose of taxation of \$905,398,842 and vehicles of \$40,000,000 and an estimated collection rate of 95.56% for real property and 100.00% for vehicles.

A public hearing on this Budget Ordinance was held on June 4, 2018.

This Budget Ordinance was adopted on the 4th day of June, 2018.

HYDE COUNTY BOARD OF COMMISSIONERS

Earl Pugh Jr., Chairman

ATTEST:

S E A L

Lois Stotesberry, Clerk to the Board

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 4, 2018

Presenter: Bill Rich, County Manager

Attachment: Yes

Item Title: Governing Body Resolution-Municipal Insurance Trust of North Carolina
-Interlocal Agreement for a Group Self-Insurance Pool for Benefit Risk Sharing
-Health Program Proposal Acceptance Form

SUMMARY: **WHEREAS**, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the MUNICIPAL INSURANCE TRUST OF NORTH CAROLINA and have agreed to pool the risks associated with the provision of benefits for their designated benefit plan participants pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the County of Hyde elects to become a member of the MUNICIPAL INSURANCE TRUST OF NORTH CAROLINA.

Recommendation: Discuss and approve.

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



GOVERNING BODY RESOLUTION COUNTY OF HYDE

WHEREAS, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the MUNICIPAL INSURANCE TRUST OF NORTH CAROLINA and have agreed to pool the risks associated with the provision of benefits for their designated benefit plan participants pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 et seq. (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the above named unit of local government elects to become a member of the MUNICIPAL INSURANCE TRUST OF NORTH CAROLINA upon the terms and conditions stated in the "Interlocal Agreement for a Group Self-Insurance Pool For Benefit Risk Sharing," with such future policy renewals constituting a continuing ratification of this decision to be a member of the Trust and abide by the terms and conditions of the Interlocal Agreement.

NOW, THEREFORE, BE IT RESOLVED that the duly authorized officials of the above named unit of local government are directed to execute in the name of said unit the "Interlocal Agreement for a Group Self-Insurance Pool For Benefit Risk Sharing" a copy of which is attached to and made part of this Resolution.

I certify that this is a true and correct copy of this Resolution, duly adopted by the governing body on the 5th day of June, 2018, as it appears of record in its official minutes.

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

Attest:

Lois Stotesberry, Clerk
Hyde County Board of Commissioners

(SEAL)

**INTERLOCAL AGREEMENT FOR A
GROUP SELF-INSURANCE POOL
FOR BENEFIT RISK SHARING**

This Agreement, made and entered into in duplicate originals this _____ day of _____, 2_____, by and between all the parties who are now, or may hereafter become, members of the Municipal Insurance Trust of North Carolina (hereinafter "Trust"):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to pool the risks associated with the provision of benefits for their designated benefit plan participants (hereinafter "participants") pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Trust have agreed upon designation of a Board of Trustees to direct the affairs of the Trust, to adopt rules, regulations, policies, and bylaws for implementing and administering the Trust, and to pass upon the admissibility of future members of the Trust; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Trust, subject to the provisions of this Agreement and the policies adopted by the Board of Trustees; and

WHEREAS, by this Agreement the Trust will undertake to discharge, solely from the assets of this Trust, by payment, any claims for benefits covered by the Trust's plan of insurance and benefits, which awards shall have been authorized by the rules of the Trust, and when claims are otherwise determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Trust agree to pay premiums and/or contributions based upon appropriate classifications, rates, loss experience, and other criteria adopted by the Trustees, out of a portion of which the Trust will establish and maintain a fund for the payment of the claims of participants of members, and further, that the members covenant and agree there will be no disbursements out of this fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees.

WHEREAS, the members of the Trust, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hercof to the other, the parties hereto agree as follows:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Trust established by the signatories hereto is to allow members to jointly provide health benefits, including but not limited to medical, dental, vision, life, accident, disability, and other related insurance benefits, for their participants and to provide for the risk sharing associated therewith. To this end, the Trust shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees; the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

SECTION II. TRUSTEES' POWERS, DUTIES, LIABILITY AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Trust;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Trust and the Trust;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Trust; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; effect stop-loss coverage in such aggregate and specific amounts as is deemed appropriate; invest the assets of the Trust; provide wellness services and other risk management services for the Trust and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Trust;
6. To lease or rent real and personal property it deems to be necessary;
7. To borrow or raise monies for the purpose of the Trust to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for

any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;

8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Trust.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Trust money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Trust, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Trust shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Trust money or failure to invest.

SECTION III. PAYMENT OF CLAIMS

The members of the Trust agree that, for the payment of any claim against the Trust or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Trust, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, lawful claims will be paid from the assets of the Trust pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Trust shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually re-

sponsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Trust and a member, or such other criteria as may be established by the Trustees. The types and level of coverage shall be shown on a plan of insurance and benefits provided to each member. The Trust shall pay all claims (less the applicable co-pays or co-insurance) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk or where the risk is not covered, and except for amount of claims above the coverage provided by the Trust. The schedule so established may, from time to time, be amended by the Trustees (but not during any coverage period) to sustain the financial integrity of the Trust or to reflect the desires of the members as determined by the Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Trust and contributing to the pool shall be liable to the Trust, to any other member, or to any claimant, except for the payment of the premiums and/or contributions provided for in its application for membership and joinder in this Trust and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The North Carolina League of Municipalities, an unincorporated association with offices at 215 North Dawson Street, Raleigh, North Carolina, 27603, is designated as the Administrator of the Trust. Subject to the services and sponsorship agreement between the Administrator and the Trust, the Administrator shall provide day-to-day management of the Trust and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Trust's purpose. The Administrator shall deposit to the account of the Trust at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Trust. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION

All members of the Trust hereby agree that the Trustees may admit as members of this Trust only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section VII (g) of this Agreement, a member may be suspended or expelled by the Trustees from the Trust only

after forty-five (45) days' notice has been delivered to the member in accordance with Section XVI of this Agreement. No payment shall be required of the Trust as a result of any accident to or illness of a participant of the suspended or expelled member occurring after forty-five (45) days' notice has been delivered to the member in accordance with Section XVI of this Agreement.

<p>SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS; MEMBERS' RESPONSIBILITIES</p>
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The rules, regulations, policies, and bylaws for the administering of the Trust and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Trust agrees as follows:

- (a) To make prompt payment of all premiums and/or contributions as required by the Trustees;
- (b) To (and they do hereby) appoint the Trustees and Administrator as its agent and attorney-in-fact, to act in its behalf and to execute all contracts, reports, waivers, agreements, stop-loss contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, as covered by the terms of this Agreement and the rules, regulations, policies, and bylaws as now provided or as hereafter promulgated by the Trustees;
- (c) To permit the Trust to defend in the name of and on the behalf of the members any suits or other proceedings which may at any time be instituted against them for which the Trust may be obligated to make payment. It is agreed that the Trust shall make all final decisions regarding the legal defense of claims, and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Trust shall be grounds for expulsion of the member from the Trust;
- (d) To cooperate in all respects with the Trust, the Trustees, the Administrator, and any contractors of the Trust in carrying out the purposes of this Agreement;
- (e) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Trust, the member shall pay its pro rata share of any assessment relating to the member's period of enrollment;

- (f) In the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event the member agrees to render all reasonable assistance to affect recovery;
- (g) Risk sharing by the Trust under the terms of this Agreement shall begin upon payment of the premium and/or contributions by the member to the Trust. Risk sharing and insurance purchased from this Trust under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Trust upon thirty (30) days' prior written notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XVI of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Trust as a result of any covered loss of a participant of the expelled member occurring after thirty (30) days' notice has been delivered to the expelled member in accordance with Section XVI of this Agreement; and
- (h) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least twice the monthly premium and/or contributions for the insurance and benefits provided by the plan. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Trust shall automatically cease.

SECTION VIII. ALLOCATION OF MONIES

The Trustees are authorized to set aside from the contributions collected from members a reasonable sum for the operating and administrative expenses of the Trust. Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Trust will be accumulated in the Trust or distributed to the members at the discretion of and in the manner provided by the Trustees.

SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS' WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS' WRITTEN NOTICE OF WITHDRAWAL

The Trust shall operate on a fiscal year from 12:01 a.m., July 1st to midnight on June 30 of the succeeding year (the "Trust Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding

Trust Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Trust by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XVI of this Agreement thirty (30) days prior to the last day, June 30, of the Trust Year). Failure to provide thirty (30) days' written notice shall subject the member to an exiting fee constituting two percent (2%) of the premium for that Trust Year.

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in this Trust and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of the Agreement on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or Trust year. A terminating member is entitled to a final accounting when all incurred claim are concluded, settled, or paid.

SECTION XI. EXTENT OF INSURANCE BENEFIT TO PARTICIPANTS

No participant of a member or any person claiming by or through or under such participant shall have any right, title, or interest in or to the Trust or any part thereof: provided, however, that any participant who shall be actually covered by the policies of insurance of any person claiming by or through such participant shall, subject to the terms and conditions of the plan of insurance and benefits under which the coverage is afforded, be entitled to the insurance benefits in the amount and to the extent provided.

SECTION XII. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE TRUST; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the pool shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Trust by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the pool shall continue to be used and applied, to the extent available, for the

- (a) payment of benefits to participants with respect to claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and

- (b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the pool shall revert to the members of the Trust as of the date of termination pro-rata to the annual premiums and/or contributions of said members paid in the year of termination. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Trust.

SECTION XIII. AMENDMENT OF AGREEMENT

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Trust during the current Trust Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XVI of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XVI of this Agreement not more than 30 days after adoption.

SECTION XIV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim. The liability of the Trust to the participants of any member is specifically limited to such obligations as are imposed by the plan of insurance and benefits as approved by the Trustees.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XVI. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Trust who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator, and the member's postal mailing address, facsimile number and electronic mail address also shall be that as shown on the records of the Administrator. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or

directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

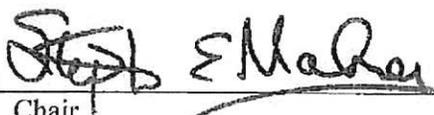
Executive Director
North Carolina League of Municipalities
150 Fayetteville Street, Suite 300
Raleigh, North Carolina 27601
Facsimile number: 919-301-1053
Electronic address: RMSnotifications@nclm.org

IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Trust and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the Municipal Insurance Trust of North Carolina have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

WITNESS:



MUNICIPAL INSURANCE TRUST
OF NORTH CAROLINA

BY: 
Chair
Board of Trustees



NORTH CAROLINA LEAGUE
OF MUNICIPALITIES

BY: 
Executive Director
Administrator

(NAME OF PARTICIPATING ENTITY)

(Clerk, or Secretary to the Board)

BY: _____
(Mayor, or Board Chair)



HEALTH PROGRAM PROPOSAL ACCEPTANCE FORM

Effective date of coverage: 07/01/2018

Coverage's selected for Employees

Medical Care: Plans Elected: Custom Med 3000 (25/35)

Supplemental Plan Yes () No (X)

Retiree Coverage (X) Medicare Supplement ()

Dental Care: Plan I () Plan II (X) Plan III ()

Vision Care: Basic () Premier (X) Premier Plus ()

Disability: Short-Term () Yes (X) No Long-Term () Yes (X) No

Portion of STD Disability Premium paid by Employer _____ Paid by employee _____

Life: (X) Yes () No Plan Selected: H (\$25,000/EE)

Supplemental Life: (X) Yes () No

Coverage's selected for Dependents

Medical (X) Dental (X) Orthodontia (X) Yes () No

Vision (X) Dependent Life (X) Amount: \$ 10,000

Other Comments:

New group coming in with medical coverage effective 07/01/2018

We have selected and hereby accept the above coverage(s) offered by the Municipal Insurance Trust of North Carolina (MIT Health Program). We understand that this form constitutes acceptance of membership in the MIT and the coverages will be bound on the effective date indicated subject to the issuance of Declarations of Coverage by MIT and timely payment of contribution. We specifically agree to the following requirements for participation in this program: **(1) To enroll in the program all eligible employees within one (1) month of the date they become eligible, (2) To give written notice of intention to withdraw from the program by May 30th each plan year, and (3) To establish NCLM membership if not a current member.**

Name of Entity: Hyde County Phone#: 252-926-5282

Organization Tax ID # 56-6000308

Authorized Signature: _____ Date: _____

Witnessed by: _____ Date: _____

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

Meeting Date: June 4, 2018

Presenter: Tammy Blake, Human Resources Director

Attachment: Yes

Item Title: Personnel Policy Revisions

SUMMARY: Hyde County's current Personnel Policy needs to address non-exempt shift employees who work when other non-exempt employees are off. The suggested revisions would boost morale for these employees and not increase the budget.

Recommendation: Discuss and approve.

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

Proposed revisions are typed in red and underlined.

Article IV. Section 18. Overtime for FLSA Non-exempt Employees

B. Hours Worked

Hours worked is the time for which an employee is entitled to compensation under the FLSA. Compensation is required for the time an employee is required to be on duty, on the employer's premises or at a prescribed workplace and for the time the employee is suffered or permitted to work, whether or not requested to do so.

1. Annual, sick and holiday leave will not be considered hours worked for FLSA purposes.
2. If a non-exempt employee is required to work on a County designated or actual holiday, the hours worked on that day will be paid at straight time and the employee will receive the number of hours of sick leave as were actually worked. (ie., employee works 1 hour, will receive 1 hour of sick leave).

Article VI. Section 1. Paid Holidays Observed

When a holiday falls on a Saturday or Sunday, County observation will be on the Friday before or Monday following the holiday. Non-employees who work shifts and are regularly scheduled on holidays are exempt from the above rule. If a non-exempt employee is required to work on the actual or County observed holiday, the hours worked on that day will be paid at straight time and the employee will receive the number of hours of sick leave as were actually worked. (ie., employee works 1 hour, will receive 1 hour of sick leave).

Section 5. Adverse Weather Conditions

Certain employees work in positions that are critical to providing support services to the citizens of the County, regardless of the weather conditions and whether or not the County Departments and Offices are operating. Department Heads designate these essential positions, with approval from the County Manager. Certain Departments, such as the Emergency Management Services, Communications Services, Water Department and the Sheriff's Office are always essential to the operations of the County; others may be based on the needs at the particular time. If a non-exempt employee is required to work after other non-exempt County employees have been dismissed for adverse weather, the additional hours worked on that day will be paid at straight time and the employee will receive the number of hours of sick leave as were actually worked. (ie., employee works 1 hour, will receive 1 hour of sick leave).

Section 17. Exempt and Non-Exempt Designations

Certain employees are exempt from the overtime provisions of the Fair Labor Standards Act. Exempt employees include executive, administrative and professional employees as defined by the Fair Labor Standards Act and as designated by the Department Head, County Manager or Human Resources Director. Exempt status is determined based upon an evaluation of the specific job descriptions and duties of the employees involved. Exempt employees are expected to work the hours required to accomplish their duties rather than being paid for the number of work hours in their official workweek. Exempt employees may not be paid for hours worked in excess of their regularly scheduled work period.

When specific, extraordinary working conditions warrant, such as extreme weather conditions, acts of terrorism, declaration of state of emergency, the County Manager will authorize exempt employees to accrue and be paid for overtime on an hour for hour basis. Employees approved to be paid overtime during these conditions must maintain a record of all hours worked and account for their full work period either in hours worked or leave taken. Overtime will be paid on an hour for hour basis and may not be transferred to an annual or sick leave account, transferred to another employer/employee, nor accumulated to be taken at a later date. Overtime is based on hours worked over 40 in a workweek or 171 for a 28-day work period for law enforcement personnel.

All other employees are considered non-exempt and are subject to the Fair Labor Standards Act. Employees shall receive compensatory time at one and one half times hours worked over a 40- hour workweek. The County shall make payment of accumulated compensatory time upon separation of the employee. In other situations, the employee may be paid for accumulated compensatory time contingent upon the Hyde County Board of Commissioners' approval. Accumulation of more than eighty hours of compensatory time is discouraged. Non-exempt employees may accumulate up to 80 hours of compensatory time. Non-exempt employees separating from employment shall be paid for their compensatory time balances.

Information, which provides exempt and non-exempt designations, may be located in the County Human Resources Department. These designations are based upon the current definitions provided by the Federal Wage and Hour Division.

Section 18. Overtime for FLSA Non-exempt Employees

All employees governed by the Fair Labor Standards Act shall maintain, true, complete and legible time records. All time worked shall be recorded to the nearest one-quarter hour and shall be submitted to the Supervisor in a timely fashion. Supervisors shall arrange the work schedule of their employees to accomplish necessary work within an average workday or workweek, except in those cases where excessive hours of work are necessary. All overtime worked must be pre-approved by the Department Head except in emergency situations when conditions are such that prior approval cannot be obtained,

and in such event approval shall be obtained immediately subsequent to the emergency overtime worked, except when overtime is mandated by scheduling. All overtime must have approval by the respective Department Head.

A. FLSA Overtime and FLSA Straight Time

Employees shall be awarded compensatory time in lieu of payments at a rate of time and one-half for hours worked over 40 hours in the same work week.

The following categories of employees shall be treated as follows:

Law Enforcement Personnel

Law enforcement personnel shall be awarded overtime at time and one-half when the hours worked in a 28-day work period exceed 171 hours, and at straight time for hours worked in a workday over the regular schedule when total hours are not in excess of 171 hours in the 28-day period. Overtime is paid for hours worked exceeding 171 hours for scheduled training, school or court appearances.

Emergency Medical Personnel

Employees are paid for total hours worked. Anything in excess of 40 hours shall be paid as overtime.

Communications Personnel

Employees are paid for total hours worked. Anything in excess of 40 hours shall be paid as overtime.

Other Employees

Employees whose work schedules are other than those set forth above shall be awarded compensatory time consistent with the FLSA. Compensatory time may be accrued up to a maximum of 80 hours.

B. Hours Worked

Hours worked is the time for which an employee is entitled to compensation under the FLSA. Compensation is required for the time an employee is required to be on duty, on the employer's premises or at a prescribed workplace and for the time the employee is suffered or permitted to work, whether or not requested to do so.

1. Annual, sick and holiday leave will not be considered hours worked for FLSA purposes.
2. If a non-exempt employee is required to work on a County designated holiday, the hours worked on that day will be paid at straight time and the employee will receive the number of hours of sick leave as were actually worked. (ie., employee works 1 hour, will receive 1 hour of sick leave).

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Hours worked is the time for which an employee is entitled to compensation under the FLSA. Compensation is required for the time an employee is required to be on duty, on the employer's premises or at a prescribed workplace and for the time the employee is suffered or permitted to work, whether or not requested to do so.

1. Annual, sick and holiday leave will not be considered hours worked for FLSA purposes.
2. If a non-exempt employee is required to work on a County designated holiday, the hours worked on that day will be paid at straight time and the employee will receive the number of hours of sick leave as were actually worked. (ie., employee works 1 hour, will receive 1 hour of sick leave).

3. Training-related time, either to increase efficiency or as required by the employer, is counted as hours worked for purpose of calculating overtime.
4. Travel time, which is required by the County other than the normal commuting time between home and job, is considered hours worked for the purposes of calculating overtime.
5. Employees or classes of employees may be granted standing authorization of overtime payments by written authorization of the County Manager.
6. Employees shall not volunteer to work overtime without receiving compensation. In no case shall an employee work in another department without prior approval from his/her Department Head.

Section 19. On Call Duty

The County provides continuous twenty-four hours a day, seven days a week service to its citizens. Any County employee, as a condition of employment, may be required to respond to any reasonable request for duty at any hour of the day or night. An employee who fails to respond to reasonable calls for emergency service may be subject to disciplinary action up to and including dismissal by the Department Head.

On Call or standby time consists of scheduled non-work hours in excess of the standard work period when an employee is required to remain available for call back to work on a regularly scheduled or emergency basis and must respond in a timely manner. On call schedules must be approved by the Department Head.

An employee will be compensated for on call time if he or she must remain near an established telephone or otherwise restrict personal activities.

Call back time consists of actual time spent when called back to work to address an emergency situation. Non-exempt employees will be guaranteed a minimum payment of two hours of wages for being called back to work outside of normal working hours. Call back provisions do not apply to previously scheduled overtime work scheduled in advance.

Section 20. Cost-of-Living Increases

Employees' wages may be reviewed annually and possibly adjusted with a percentage cost of living increase. Such adjustments will depend upon the availability of funding and will be subject to the approval of the Board of Commissioners.

The Board of Commissioners may also consider and approve a one-time payment, dependent on the availability of funding, for all County employees. The Hyde County Board of Commissioners will approve effective dates for cost-of-living increases.

ARTICLE VI

HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Paid Holidays Observed

All employees normally scheduled to work on the day on which the holiday falls, who qualify for retirement benefits shall receive holiday pay. Full or part-time temporary employees are not eligible to receive holiday pay.

Hyde County follows the holiday schedule as published by the State of North Carolina each year. The schedule for the calendar year will be published by December 1 of the previous year for proper notification to County employees. Holidays typically observed by the State of North Carolina are as follows:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day and Thanksgiving Friday
- Christmas Day, according to the following schedule:

When Christmas Falls On	County Holidays
Sunday	Friday, Monday, Tuesday
Monday	Monday, Tuesday, Wednesday
Tuesday	Monday, Tuesday, Wednesday
Wednesday	Tuesday, Wednesday, Thursday
Thursday	Wednesday, Thursday, Friday
Friday	Wednesday, Thursday, Friday
Saturday	Friday, Monday, Tuesday

When a holiday falls on a Saturday or Sunday, County observation will be on the Friday before or Monday following the holiday. Regular holidays that occur during an annual, sick or other paid leave period of any employee of the County shall not be charged as annual, sick or other paid leave. Employees who work shifts and are regularly scheduled on holidays are exempt from the above rule.

Vacation leave for religious observance may be denied only when granting the leave would create an undue hardship for the County.

Section 3. Holidays Worked

Regular holidays which occur during a vacation, sick or other paid leave period or during paid leave taken pursuant to the Family and Medical Leave Act by any employee of the County shall not be charged as vacation, sick or other paid leave. Employees on any form of unpaid leave will not be compensated for holidays occurring during that leave.

Shift employees who are required to work on regularly scheduled holidays shall receive hour for hour of sick leave for the holiday worked. *(If an employee works 1 (one) hour on the holiday, they receive 1 (one) hour of sick leave; if an employee works 8 (eight) hours on the holiday, they receive 8 (eight) hours of sick leave.)*

Section 4. Holidays – When Work Required

Non-Shift employees who are required to perform work on regularly scheduled holidays may be granted compensatory time off at the rate of one (1) hour off for each hour worked on the holiday if the total hours worked within the week exceed forty (40) hours. Compensatory time for holiday hours worked shall be granted within three (3) months of the time it is earned. If it is not feasible to allow compensatory time off within the three (3) month period, employee may receive monetary compensation in lieu of time off calculated at their standard hourly rate.

Section 5. Adverse Weather Conditions

In situations involving inclement weather which affect the operations of all or a majority of County Departments, it is incumbent upon the Department Head to ensure that his or her Department or Office is opened to the public at the usual time, unless prior authorization to deviate from the normal schedule has been received from the County Manager's Office.

Without a public announcement or other notice that County Offices will close or deviate from normal working hours, employees are expected to be at work. The County Manager or County Manager's designee will issue public announcements. County offices and Departments shall remain open for the full scheduled workday unless authorization for early closing or other deviation from the customary schedule is received from the County Manager's Office. All Departments and Offices will be given sufficient advance notice of any authorized early closing. Employees who leave work before an official early closing time, as well as those employees who report for work late, or do not report for work at all, will be required to use vacation leave for days and/or hours not worked. Department Heads may approve specific make-up time for employees who elect to make up time lost due to weather conditions. Make up time should be reflected on the employee's monthly timesheet. Employees on sick or vacation leave will not be charged for that leave time for any hours that offices are closed for inclement weather.

Mandatory Operations

Certain employees work in positions that are critical to providing support services to the citizens of the County, regardless of the weather conditions and whether or not the County Departments and Offices are operating. Department Heads designate these essential positions, with approval from the County Manager. Certain Departments, such as the Emergency Management Services, Communications Services and the Sheriff's Office are always essential to the operations of the County; others may be based on the needs at the particular time.

Section 6. Vacation Leave

The primary purpose of paid vacation leave is to allow every employee to renew his or her physical and mental capabilities and to remain a fully productive employee. Employees are encouraged to request leave during each year in order to achieve this purpose. Vacation leave is credited to employees who are in pay status, working, on paid leave for one-half or more of the regularly scheduled workdays and holidays in the pay period in accordance with the provisions outlined below.

- For the purpose of earning and accruing vacation leave, the period of twelve calendar months between January 1 and December 31 is established as the leave year.
- Each full-time career status, permanent, probationary or trainee employee occupying an officially budgeted position shall earn vacation leave on a monthly basis in accordance with the following schedule of total service:

Rate of Accumulation

Years of County Service	Hours Earned Annually
Less than 2 years	96
2 but less than 5 years	104
5 but less than 10 years	136
10 but less than 15 years	152
15 but less than 20 years	184
20 years or more	200

- Each employee who is qualified to accumulate vacation leave shall accrue 8 hours per month. If the years of county service are two or more and the employee accrues more than 96 hours of vacation leave per year, the balance will be credited to the employee in the January pay period **after** the employee reaches that milestone (i.e., the employee's 5th anniversary date is July 2, the employee would have an additional 40 hours of vacation leave credited to their balance in the following January's pay period).
- Each employee who has previous local government service shall be credited for that service for vacation and sick leave accrual purposes in an amount equal to that

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

Meeting Date: June 5, 2018
Presenter: Linda Basnight, Tax Administrator
Attachment: Yes

ITEM TITLE: BRADFORD & MARY SWAIN REFUND

SUMMARY: Ms. Basnight will present request for refund of property taxes paid to Bradford and Mary Swain.

RECOMMEND:

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



As a result of the decision of the 2018 Board of Equalization and Review it was discovered that a lot owned by Bradford and Mary Swain was valued incorrectly and the Board agreed to reduce the value from \$ 210,000.00 to \$ 82,500.00, which is the value of other similar size improved lots. It appears that Bradford and Mary Swain have been overvalued ever since they purchased the lot in 2012 and have requested a refund of the taxes paid incorrectly.

Since the Board of E & R agreed to reduce the value to that of other similar size improved lots (the comparable used was a lot owned by Virginia Moss), for the years 2012 through 2015 I have used the value of the lot owned by Virginia Moss as a basis for the requested refund of the overpayment of taxes due to a clerical error.

Tax on the value (\$ 68,000.00) to be refunded

2012 tax rate \$.64 County wide tax \$ 435.20—Mosquito Tax \$ 6.80

Interest \$ 15.47 \$ 457.47—to be refunded

2013 tax rate \$.64 County wide tax \$ 435.20-Mosquito tax \$ 6.80

Interest \$15.47 \$ 457.47—to be refunded

2014 tax rate \$.64 County wide tax \$ 435.20-mosquito tax \$ 6.80

Interest \$ 25.42 \$ 467.42—to be refunded

2015 tax rate \$.64 County wide tax \$ 435.20-mosquito tax \$ 6.80

Interest \$ 25.42 \$ 467.42—to be refunded

TOTAL TO BE REFUNDED TO BRADFORD AND MARY SWAIN

\$ 1,849.78

Adjustment has already been made to the 2016 and 2017 tax based on the Board of Equalization and Review decision.

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

From: Linda M. Basnight Tax Administrator

This is to report all tax collections by the Hyde County Tax Office Employees during the
month of May 2018

CURRENT TAX

DEPOSITS	COUNTY WIDE	MOSQUITO TAX	SOLID WASTE	WEST QUARTER INTEREST
\$98,282.75	\$88,810.32	\$173.38	\$0.00 Res \$0.00 Comm	\$4,838.95 \$4,114.39
	2017 SQWS			
	\$ 345.71			

CURRENT DMV

DEPOSITS	COUNTY WIDE	MOSQUITO TAX	INTEREST
\$0.00	\$0.00	\$0.00	\$0.00

DELINQUENT DMV

2016	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2015	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2014	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2013	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2012	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2011	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
		\$0.00
2010	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2009	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2008	COUNTY WIDE	\$4.32
	MOSQUITO	\$0.00
2007	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2006	COUNTY WIDE	\$2.16
	MOSQUITO	\$0.00
2005	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00

DELINQUENT TAX

2016	\$4,048.48
2015	\$3,235.33
2014	\$1,976.30
2013	\$1,415.79
2012	\$1,468.88
2011	\$601.34
2010	\$91.38
2009	\$348.71
2008	\$230.32
2007	\$201.80
2006	\$96.87
2005	\$71.92
2004	\$0.00
SQWS	\$74.80
MOSQUITO TAX	\$36.11
SOLID WASTE RES	\$766.67
SOLID WASTE COMM	
INTEREST	\$5,961.71
WEST/QUARTER	\$2.88
LEGAL FEES	

\$20,629.29

2018 PREPAYMENTS

5/2/2018	\$207.00
7-May	\$29.79
7-May	\$450.36
14-May	\$25.00
14-May	\$6.19
25-May	\$525.00
25-May	\$259.42
31-May	\$332.00
18-May	\$98.74

1933.50

INTEREST

\$7.55
\$0.00
<hr/>
\$14.03

Overpayments/refunds

Respectfully Submitted

Linda M. Basnight

Tax Administrator

[Signature]

Chairman of Commissioners

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

Meeting Date: June 5, 2018
Presenter: Corrinne Gibbs, Finance Officer
Attachment: No

ITEM TITLE: SIGNATORY AUTHORIZATION

SUMMARY: Finance Officer, Corrinne Gibbs, recommends signatory authorization for County Manager, Kris Noble.

RECOMMEND: Discussion and approval.

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: June 5, 2018
Presenter: Justin Gibbs, Emergency Services Director
Attachment: Yes

ITEM TITLE: DARE COUNTY FIREWORKS APPLICATION

SUMMARY: Mr. Gibbs will present Fireworks Application for approval.

RECOMMEND: Approve.

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