

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

Meeting Date: March 2, 2020
Presenter: Chairman Earl Pugh, Jr.
Attachment: No

ITEM TITLE: OPENING

SUMMARY: Call to Order
Opening Prayer
Pledge of Allegiance

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

Meeting Date: March 2, 2020
Presenter: Chairman Earl Pugh, Jr.
Attachment: Yes

ITEM TITLE: CONSIDERATION OF AGENDA

SUMMARY: Attached is the proposed Agenda for the March 2, 2020 Regular Meeting of the Hyde County Board of Commissioners.

RECOMMEND: Review, Amend and Approve.

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

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

VOTE: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

AGENDA

HYDE COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING

MONDAY, MARCH 2, 2020 – 6:00 PM

CALL TO ORDER

CONSIDERATION OF AGENDA

CONSIDERATION OF MINUTES

January 6, 2020

- Regular Meeting Minutes

February 3, 2020

- Regular Meeting Minutes

PUBLIC HEARINGS

- Hyde County Flood Damage Prevention Ordinance Jane Hodges

PRESENTATIONS

- 1) Tax Collections..... Linda Basnight
 - Report – January 2020
 - Board of Equalization & Review Dates
- 2) Community Rating System Program Success Mgr. Noble

RECOGNITION OF EMPLOYEE/ VOLUNTEER/ FRIEND OFHYDE COUNTY Mgr. Noble

PUBLIC COMMENTS

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

ITEMS OF CONSIDERATION

- 1) Ordinances – Resolutions – Proclamations
 - Proclamation Designating the Month of April 2020 Mgr. Noble as “North Carolina 811 Safe Digging Month”
 - Resolution to Delay the Hyde County Revaluation Schedule Mgr. Noble
 - Resolution of Support of the Second Amendment Commissioner Swindell

- 2) MOA NC Coastal Federation Mattamuskeet Restoration Daniel Brinn
- 3) Hyde County Airport Terminal Area Pavement and Wind Cone Rehab Jane Hodges
- 4) Tram Grant Agreement and PBO Mgr. Noble
- 5) EMS Grant Agreement and PBO Mgr. Noble
- 6) FY2020-2021 Budget Calendar Corrinne Gibbs
- 7) Hurricane Dorian Recovery Efforts Justin Gibbs
- 8) Amend the Hyde County Animal Control Ordinance Mgr. Noble
- 9) Proposed Draft Solar Ordinance Mgr. Noble

BUDGET MATTERS

Health Department

- BR11-20 – Department of Justice \$101,304.00
- BR12-20 – Year End \$ 600.00
- BR13-20 – Family Planning \$ 9,640.00
- BR14-20 – Child Health \$ 2,500.00
- BR16-20 – Adult Health \$ 7,875.00

MANAGEMENT REPORTS

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

PUBLIC COMMENTS

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

CLOSED SESSION in accordance with NCGS143A-318.11 (a) (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.

ADJOURN

SUPPLEMENTAL INFORMATION

Department Reports

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

Informational Items

- 1) Albemarle Commission – March for Meals Campaign**
- 2) DPI News Article – Hyde County Schools to Receive \$4.9 Million to Repair Damage from Hurricane Dorian**

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

Meeting Date: March 2, 2020
Presenter: Lois Stotesberry, Clerk
Attachment: Yes

ITEM TITLE: CONSIDERATION OF MINUTES

SUMMARY: Attached are the January 6, 2020 and the February 3, 2020 Regular Meeting Minutes of the Hyde County Board of Commissioners.

RECOMMEND: Review, Amend and Approve.

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

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

VOTE: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

1 **Regular Meeting Minutes**

2 **Board of County Commissioners**
3 **Hyde County**

4
5 **Monday, January 6, 2020**

6 Chairman Earl Pugh called the Regular Meeting of the Hyde County Board of Commissioners to order at
7 6:03pm on Monday, January 6, 2020, in the Hyde County Government Center, Multi-Use Room, and the
8 Ocracoke School Commons Room using electronic conferencing equipment.

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

12 The following members were present on Ocracoke: Vice-Chairman Tom Pahl, Deputy Clerk to the Board
13 Teresa Adams, and members of the public.

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

16
17 Chairman Pugh acknowledged a special guest in the audience, Field Representative for Senator Richard Burr,
18 Ms. Betty Jo Shepherd.

19 **Agenda:**

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

22 Commissioner Swindell moved to approve the January 6, 2020 Meeting Agenda as presented with addition of
23 the Health Department items noted above. Commissioner Simmons seconded the motion. The motion passed
24 on the following vote: Ayes – Swindell, Pugh, Simmons, Pahl, and Topping; Nays – None.
25

26 **Consideration of Minutes:**

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

30 **Presentations:**

31 Ms. Linda Basnight, Tax Administrator and Justin Gibbs, Land Records Manager, presented the January 2020
32 tax collection report, along with supplemental information requested by the County Manager. The supplemental
33 information was a comparison of tax collections for the years 2018 and 2019. Ms. Basnight stated that tax
34 levies for 2019 were slightly more than for 2018, but collections have also been more successful due to the
35 efforts by the County Attorney to collect back taxes. Mr. Justin Gibbs' discussed the supplemental information
36 in more detail, relating that in spite of the damages that Ocracoke sustained from Hurricane Dorian, the county
37 has still come out ahead on tax collection by \$28,000.
38

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

1 **ABC Board Report**

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

9
10 **Employee/Volunteer/Friend of the Month**

11 Mr. Steve Bryan, former funeral director of Bryan's Funeral Home, was honored as Hyde County's Friend of
12 the Month for January. Mr. Bryan passed away in November 2019. Mr. Bryan was chosen because of his
13 untiring work ethic and warm personal manner in dealing with bereaved families, not only in Hyde County, but
14 in Tyrrell County as well. Mr. Bryan was committed to community service and a member on many
15 organizational boards. He also served as a medical examiner for both Hyde and Tyrrell counties. A certificate
16
17 was presented to his son, Edward Torres. The floor was opened for commissioner comments. All members of
18 the board spoke to the dedication of Mr. Bryan to his work and his integrity. Mr. Torres thanked the board and
19 county management for honoring his father's memory.

20
21 **Public Comment:**

22 Chairman Pugh called for comments from the public.

23
24 **Ocracoke:**

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

27
28 **Connie Leinbach** of the Ocracoke Observer asked whether the county's revolving loan financials are available
29 on the county's website and where the funds are located in the budget. She also wanted to know the current
30 status of trash pickup.

31
32 Manager Noble stated that she would be providing an update later in the meeting.

33
34 **Mainland:**

35 **Autumn Johnson** stated that her dog was seized by Tyrrell County Animal Control in November. The dog was
36 deemed vicious by the animal control officer and he will not release the dog back to her unless she builds a
37 kennel to contain the dog when it is outdoors. She complained that her neighbor's dog has attacked her dogs
38 and has been threatening to her and others, but yet has been released back to its owner. Ms. Johnson stated that
39 she brought pictures, and other evidence that the neighbor's dog is a threat and she turned the documentation
40 over to Commissioner Topping.

41
42 **Albert Russell** of BRACE Community Outreach asked the commissioners and the county for aid in locating
43 funds to repair the BRACE building. The building was damaged due to Hurricane Dorian. Members of the
44 outreach would like to turn the building into a computer lab for disadvantaged young people and storage for
45 emergency supplies, but are unable to do this until the building is repaired. BRACE Community Outreach has
46 been very active in the Scranton community and recently assisted with relief efforts on Ocracoke. Mr. Russell
47 stated that the organization has approached the county many times for assistance, but to no avail. Manager
48 Noble stated that it wasn't because the county didn't want to help, it is because money is not appropriated in the
49 budget for building repairs and there is not grant writing staff available to help apply for funding. She asked Mr.
50 Russell to leave his contact information and she will contact him to discuss.

1 **Items of Consideration:**

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

3 Currently under the Hyde County Abandoned Car Ordinance, the County only has permission to remove
4 abandoned vehicles from county-owned property. This amendment to the existing ordinance will afford the
5 County the ability to remove vehicles from right-of-ways. After Hurricane Dorian, there were many flooded
6 vehicles abandoned on Ocracoke. Attorney Holscher assured Commissioner Simmons that the ordinance was
7 not designed to forcibly remove vehicles from private property. Attorney Holscher noted the property owners
8 will need to submit a request to the County in order to remove junk vehicles from their private property.

9
10 Commissioner Ben Simmons entered a first motion to approve the amendment to Section 34.1.

11
12 Before a second vote was made, Vice-Chairman Pahl noted that legislative General Statutes under 153A.132,
13 Section D state that the owner of an abandoned vehicle is required to indemnify the county if it removes the junk
14 vehicle from their personal property. He also suggested that Item C under Section 34.1 be changed to “the
15 county may” rather than “will”.

16
17 Commissioner Simmons then amended his motion to approve the ordinance amendment with the change
18 suggested by Vice-Chairman Pahl.

19
20 Commissioner Topping asked if the ordinance also includes abandoned vessels, referring specifically to the
21 abandoned vessel currently in Scranton Creek. Attorney Holscher responded that vessels are not included at the
22 present time.

23
24 Commissioner Simmons re-entered his first motion to approve the ordinance with changes noted by Vice-
25 Chairman Pahl. Vice-Chairman Pahl seconded the motion. The motion passed on the following vote: Ayes:
26 Simmons, Pahl, Pugh, Swindell, Topping. Nays-None.

27
28 *Clerk's Note: A copy of "Ordinance to Amend Chapter 34, Streets, Sidewalks, and Other Public Properties-Section*
29 *34.1-Removal and Disposal of Abandoned and Junked Motor Vehicles" is attached herewith as Exhibit A and*
30 *incorporated herein by reference.*

31
32 After approval of the ordinance, Vice-Chairman Pahl had another question. He stated that he saw an initial fee
33 schedule in the ordinance, but no authority stated to impose the fees. Attorney Holscher stated that the enabling
34 ordinance requires built-in fees.

35
36 **Ratify FAA Form**

37 Every year, the Hyde County Airport is appropriated funding for upkeep of the airport by the US Dept. of
38 Transportation/Federal Aviation Administration. Hyde County Airport has an unappropriated fund balance of
39 \$138,244 from 2015 that cannot be used. The FAA asked if Hyde County would consider transferring the
40 unappropriated funds to Statesville Regional Airport. Manager Noble approved the transfer of the entitlement.
41 Ms. Hodges as manager of the Hyde County Airport requested ratification of the transfer request.

42
43 Commissioner Ben Simmons made a motion to ratify the transfer request. Commissioner Swindell seconded the
44 motion. The motion passed on the following vote: Ayes: Swindell, Simmons, Pahl, Pugh, Topping. Nays-
45 None.

46
47 **Request for Payment of Jury Commissioner**

48 Manager Noble made this presentation on Brandi Pugh's behalf. Ms. Pugh had mandatory training in Raleigh.
49 In each county, there is a jury commission that is made up of a panel of three citizens who serve as jury
50 commissioners. These positions are appointed positions. The commissioners have three duties, (1) to approve
51 the automated procedures used by the computer in the preparation of the master jury list and procedures used by
52 the county to select random jurors; (2) Determine the number of jurors that will comprise the master jury list
53 that will be used by the county for a two-year period; and, (3) Compile the master jury list by removing

1 disqualified persons. The commissioners met in December and spent 5 hours compiling the master list. Ms.
2 Pugh is requesting compensation for these commissioners for their service. She is recommending \$100 for each
3 commissioner.

4
5 Commissioner Simmons made a motion to approve payment for the jury commissioners. Commissioner
6 Swindell made the second motion. The motion passed on the following vote:
7 Ayes-Swindell, Simmons, Pahl, Pugh, Topping. Nays-None.

8
9 **Vidant Medical Center 2019-2020 Grant Agreement**

10 David White stated that Hyde County Emergency Services (EMS) has received a grant from the Vidant Health
11 Foundation in the amount of \$35,000 for the implementation of a Thrombolytic (clot-busting medication)
12 protocol. \$25,000 of the funds will be used for the drug and \$10,000 will be used for critical care classes for
13 personnel who will administer the drug. The use of thrombolytics in an isolated county such as mainland Hyde
14 and Ocracoke Island could be a life-saving technique for patients who are having a heart attack and not near a
15 medical facility. Emergency Management Services have been working to receive such assistance since 2013-
16 2014, when Pungo District Hospital in Belhaven closed its doors.

17
18 Commissioner Topping expressed concerns over the use of thrombolytics, cautioning that it could also cause
19 death if used inappropriately or by someone who is not adequately trained. Mr. White assured Commissioner
20 Topping that employees who will administer the drug will receive the training needed to make solid decisions
21 when faced with a critical situation. Before the vote, Vice-Chairman Pahl received affirmation that this program
22 will also be utilized for Ocracoke.

23
24 Commissioner Swindell made the first motion to approve receipt of the grant funding for the thrombolytics
25 program. Vice-Chairman Pahl seconded the motion. The motion passed on the following vote: Ayes-Swindell,
26 Simmons, Pahl, and Pugh. Nays-Topping.

27
28 Chairman Pugh acknowledged that Art Keeney was present in the audience. Mr. Keeney is on the Vidant
29 Hospital Board and was instrumental in assisting the county in its grant process.

30
31 *A copy of the Vidant Medical Center 2019-2020 Grant Agreement and Project Budget Ordinance is attached herein*
32 *as Exhibit B and is herein incorporated by reference.*

33
34 The Board decided to take a break from 7:20-7:30 pm.

35
36 Bill Rich presented the following revolving loan requests:

37
38 **Assumption of Debt-Arlene Burley**

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

46
47 The Hyde County Revolving Loan Committee met on December 18 and this request was discussed and
48 unanimously approved contingent upon the approval of the Hyde County Board of Commissioners.

49
50 Pahl made a motion to approve the assumption of debt for Arlene Burley. A second motion was made by
51 Commissioner Simmons. The motion passed on the following vote: Ayes-Simmons, Swindell, Topping, Pugh,
52 Pahl. Nays-None.

1 **Assumption of Debt-Wild Water Protein**

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

15
16 The Hyde County Revolving Loan Committee met on December 18 and this request was discussed and
17 unanimously approved contingent upon the approval of the Hyde County Board of Commissioners.
18 Commissioner Swindell made a motion to approve the assumption of debt for Wild Water Protein. A second
19 motion was made by Vice-Chairman Pahl. The vote passed on the following vote: Ayes-Swindell, Pahl, Pugh,
20 Topping, Simmons. Nays-None.

21
22 **Loan Request: Gaffer's Restaurant**

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

36
37 **Loan Request: Daijo's Restaurant**

38 Daijo's Restaurant is a restaurant on Ocracoke owned and operated by Douglas A. and Judy A. Eifert and has
39 been in operation for 11 years. Daijo's has been very successful with both tourists and locals alike. Hurricane
40 Dorian in September destroyed the restaurant and now the Eiferts' desire to renovate and elevate the existing
41 facility. They are asking the County for a \$200,000 Revolving loan to assist with the renovations of their
42 building. They also plan to utilize settlement funds from their insurance policies totaling \$100,000 and
43 \$223,000, respectively. The total project cost will be approximately \$520,000. If approved, the County will take
44 a second lien on the property behind First National Bank. Proposed terms are 10 years, monthly payments,
45 5.00% interest rate. At the current time, the Hyde County Revolving Loan fund cannot support a \$200,000
46 request. The committee requested that other funding options be explored.

47
48 Mr. Rich presented the two requests together for a total of \$500,000 requested. Currently, there is only
49 \$309,000 available in the county's revolving loan fund. Manager Noble has been researching resources for the
50 additional funding needed and has made a connection with the NC Rural Center/Thread Capital. Thread Capital
51 has agreed to assist the county with the additional funding needed to complete the \$500,000 request. Mr. Rich
52 suggested that the county loan out the remaining balance in the RLF; \$150,000 to each applicant. Chairman
53 Pugh asked if Thread Capital would loan the money directly to the applicants or lend the money to the county to
54 disburse to the applicants. Manager Noble responded that Thread Capital will loan the money directly to the

1 applicants and that they would like to come to the February board meeting to discuss all of their services, some
2 of which may can help the county in other areas.

3
4 Discussion ensued concerning the loan amounts, terms and proposed interest rate for each applicant. The
5 breakdown agreed upon is as follows:

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

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

10
11 Vice-Chairman Pahl made a motion to approve the new loan amounts and interest rates for Gaffer's and Daijo's,
12 subject to the final approval by the Revolving Loan Committee. A second motion was made by Commissioner
13 Swindell. The motion passed on the following vote: Ayes-Swindell, Pahl, Simmons, Pugh, Topping. Nays-
14 None.

15 16 **Renewal of Contract with McClees Consulting, Inc.**

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

22
23 Vice-Chairman Pahl made a motion to approve the renewal of the contract and agreement with McClees
24 Consulting, Inc. for FY19-20. Commissioner Swindell made the second motion. The motion passed on the
25 following vote: Ayes-Swindell, Simmons, Pahl, Pugh, Topping. Nays-None.

26 27 **Sub-Tenant Agreement-Travel Trailers**

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

32 33 **Lease with Campground for Travel Trailers**

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

36
37 After some discussion, Manager Noble requested that the lease with the campground be tabled and asked for the
38 board to authorize her and County Attorney Holscher to work through a tenant agreement with property owners
39 and present both the sub-tenant agreement and the lease with the campground at a later time.

40
41 Vice-Chairman Pahl made a motion to authorize the County Manager and County Attorney to finalize the sub-
42 tenant agreement and table the lease agreement. A second motion was made by Commissioner Simmons. The
43 motion passed on the following vote: Ayes-Simmons, Swindell, Topping, Pugh, Pahl. Nays-None.

44 45 **EIC/CSBG 2020-2021 Application**

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

49 50 **Peer Support Specialist/Post Overdose Response Navigator to Hyde County Salary Plan**

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

1 Commissioner Topping made a motion to approve the addition of the Peer Support Specialist and Post
2 Overdose Response Navigator positions under the Substance Abuse Dept. located at the Hyde County Health
3 Department. A second motion was made by Commissioner Swindell and the motion passed on the following
4 vote: Ayes-Topping, Swindell, Simmons, Pugh, Pahl; Nays-None.
5

6 **Budget Revisions:**

7 Luana Gibbs presented three budget revisions for Board approval. None of the revisions increase the local
8 budget and no local appropriations are needed.
9

- 10 • Health Dept. Telemedicine-\$28,625.00-This aligns the local budget with the grant budget through the
11 Office of Rural Health, used for Telemedicine services.
- 12 • Advertising to Postage-\$200.00-Transferring funds from Advertising to Postage to cover through year-
13 end.
- 14 • Contract Dental to Travel-\$3,000.00-Transferring funds from Contract Dental to Travel to cover
15 through year-end.
16

17 Commissioner Swindell made a motion to approve all three budget revisions. A second motion was made by
18 Commissioner Simmons. The motion passed on the following vote: Ayes-Simmons, Swindell, Topping, Pugh,
19 Pahl; Nays-None.
20

21 **Management Reports:**

22
23 **Vice-Chairman Pahl**-Attended meetings with the Tourism Development Authority. Attended two meetings
24 concerning hurricane recovery, travel trailers and debris removal. Attended two OCBA meetings to review
25 recovery efforts.
26

27 **Commissioner Simmons** –Attended meetings with Fairfield Drainage District/Mattamuskeet Project
28 concerning budget matters.
29

30 **Commissioner Swindell** – Attended Vidant /State Environmental Health meeting. Attended the Christmas
31 program at Mattamuskeet School.
32

33 **Commissioner Topping** – Wants to see the Davis Ventures roof repaired. Plans to be more diligent in his role
34 as a county commissioner in 2020.
35

36 **Chairman Pugh** – Attended the Golden Leaf Celebration in Durham, the Vidant meeting concerning the
37 Thrombolytics program, attended the health board meeting and his first meeting with the NC Dept. of Health.
38

39 **Manager Noble** –Stated that the county and David’s Trash have entered into a 90-day extension agreement for
40 trash pickup allowing for time to go forward with an RFP. Completed a Golden Leaf Application for building a
41 new EMS facility on Ocracoke. She has been working with the National Park Service to remove abandoned
42 vehicles from NPS property. Working with the Vidant Grant and housing applications. Attended a NIFP
43 meeting concerning new flood maps for Hyde County. Conducting mid-year department head meetings to
44 discuss budget.
45

46 **Public Comments:**

47
48 Chairman Pugh called for comments from the public.
49

50 Mainland: No comments.
51

52 Ocracoke:

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

1 **Closed Session:**

2 There was no closed session held.

3
4 **Adjourn:**

5 Commissioner Simmons moved to adjourn the meeting. Commissioner Swindell seconded the motion. The
6 motion passed on the following vote: Ayes: Swindell, Simmons, Pahl, Pugh, Topping. Nays-None.

7
8 Meeting adjourned at 8:38 pm.

9
10 Respectfully submitted

SEAL

11
12 Minutes approved on the 2nd day of March, 2020

13
14
15
16
17 _____
18 Rosemary O. Johnson, Deputy Clerk
19 Lois Stotesberry, CMC, NCCCC
20 Hyde County Board of Commissioners

21 _____
22 Earl Pugh, Jr., Chairman
23 Hyde County Board of Commissioners

24 **Attachments:**

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

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

1 REGULAR MEETING MINUTES

2
3 **HYDE COUNTY BOARD OF COMMISSIONERS**
4 **MONDAY, FEBRUARY 3, 2020**

5 Following opening prayer by Commissioner Simmons; and, Pledge of Allegiance, Chairman Pugh called the Regular
6 Meeting of the Hyde County Board of Commissioners to order at 6:00p.m., on Monday, February 3, 2020 in the Hyde
7 County Government Center Multi-Use Room and the Ocracoke Community Center using electronic conferencing
8 equipment.

9
10 The following members were present on the mainland: Chairman Earl Pugh, Jr.; Vice-chairman Tom Pahl;
11 Commissioners Ben Simmons, Shannon Swindell and James Topping; County Manager Kris Cahoon Noble; Attorney
12 Franz Holscher; Clerk to the Board Lois Stotesberry; IT Director Donnie Shumate; and, members of the public.

13
14 Bill Rich, Deputy Clerk Teresa Adams and members of the public were present on Ocracoke.

15
16 **CONSIDERATION OF AGENDA:**

17 Commissioner Swindell moved to approve the Monday, February 3, 2020 Regular Meeting Agenda as presented by the
18 Clerk with addition of Appointment to Ocracoke Working Watermen’s Association (OWWA) and reappointment to
19 the Ocracoke Board of Adjustment; Item No. 5 – Interim DSS Director and stipend, and Item No. 6 – Swan Quarter
20 Volunteer Fire Department Substation and equipment projects. Commissioner Simmons seconded the motion. The
21 motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or
22 not voting – None.

23
24 **CONSIDERATION OF MINUTES:**

25 **December 2, 2019 – Regular Meeting Minutes**

26 Commissioner Simmons moved to adopt “Resolution To Further Ratify Board Action Related To Hurricane Dorian”
27 into the December 2, 2019 regular meeting minutes; and, to table approval of the January 6, 2020 regular meeting
28 minutes. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,
29 Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

30 *Clerk’s Note: A copy of “Resolution To Further Ratify Board Action Related To Hurricane Dorian” is attached herewith
as Exhibit A and incorporated herein by reference.*

31
32 **January 6, 2020 – Regular Meeting Minutes**

33 Commissioner Simmons moved to Table the January 6, 2020 regular meeting minutes until the March 2nd meeting for
34 clarification of Amendment to Ordinance to Amend Section 34.1 Vehicles Abandoned on County Property.
35 Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons,
36 Swindell and Topping; Nays – None; Absent or not voting – None.

37
38 **PRESENTATIONS:**

39 **First National Bank Update & Re-Assessment**

40 Monika Zajac-Lorke, Manager of the Engelhard and Swan Quarter offices of First National Bank presented update on
41 the closing of its Engelhard office and the Bank’s plan to continue to serve its customers through the Swan Quarter
42 branch office. She explained that due to technological advances many rural bank branches have closed. FNB elected
43 to close the Engelhard Bank for this reason and due to the high costs of maintaining and operating the Engelhard
44 office. Ms. Lorke reported the Swan Quarter and Ocracoke offices will remain open.

1 After commissioners discussed agricultural loans and loans to young adults without collateral, Commissioner Simmons
2 challenged Ms. Lorke to meet the needs of local citizens.

3 **Tax Report**

4 Tax Administrator Linda Basnight presented the January 2019 TR-407 Daily Distribution Report. Ms. Basnight
5 reported two appraisers will be on Ocracoke on Monday to do new assessments. A press release will be released to
6 notify citizens.

7
8 IT Director Donnie Shumate reported this year credit card payments received for tax debts totaled \$92,000.

9
10 Commissioner Swindell moved to approve the TR-407 report as presented. Commissioner Simmons seconded the
11 motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None;
12 Absent or not voting – None.

13 **Hyde County Health Department Grant(s) Funding Update**

14 Health Director Luana Gibbs and Public Health Educator Anna Schafer presented a brief overview of recent grant
15 funding secured by the Hyde County Health Department.

- Almost \$681,000 secured in past 8 months
- Almost \$1,253,000 secured in past 2 years
- New funding streams from DOJ, HRC and ORH

Most of the grant funds are Opioid related, which is one of the health initiatives from NC DHHS and in their strategic plan.

- Comprehensive Opioid Abuse Site-based Program
 - \$385,564
 - 3 years
 - Funded by the Department of Justice’s Bureau of Justice Assistance
 - Secured by HCHD – providing sub-awards to BCHD and MTW to support implementation
 - Currently almost no peer support available in our 5-county region; 1 peer support specialist in Hyde
 - Partially supports grant manager (Anna) fully supports a regional coordinator position for peer support programming in the 2nd Judicial District which includes Hyde, Beaufort, Martin, Tyrrell and Washington Counties
- HepConnect
 - \$71,163
 - 18 months
 - Funded by Harm Reduction Coalition
 - Supports syringe exchange programming through the purchase of Naloxone and a van (which serves as a mobile unit); also supports peer roles and partially supports the grant manager (Anna) and two nurses
- Sustained Access to Healthcare Services Project (Hurricane Relief Infrastructure/Capital Project)
 - \$44,383
 - Funded by DPH’s Office of Rural Health
 - Supports capital improvements including enclosure of HCHD breezeway and renovations to the old Home Health building; also supports additional preparedness efforts through the purchase of PPE & POD signage
- Other grant funds secured in the past year supports clinical service provision:
 - Family Planning from DPH’s Women’s Health Branch
 - Community Health Medical Access Program from DPH’s Office of Rural Health

1 **Volunteer of the Month**

2 EM Director Justin Gibbs recognized the North Carolina Conference of United Methodist Church as the Hyde County
3 volunteer for the month of February, 2020. Mr. Gibbs thanked Tommy Gilbert of the United Methodist Men's Group
4 and all volunteers for their work on Ocracoke and Mainland Hyde after Hurricane Dorian. The United Methodist Men
5 assisted Hyde County during Hurricane Isabelle, Irene, Florence and now Dorian. Mr. Gibbs reported seven disasters
6 in eastern North Carolina in twelve years.

7
8 Mr. Tommy Gilbert reported the group has made a two year commitment to assist Ocracoke and Mainland Hyde
9 County with Hurricane Dorian recovery projects. The Methodist have partnered with other churches and groups on
10 Ocracoke projects. Mr. Gilbert reported the United Methodist have 18 working sites in North Carolina at this time
11 with seven million volunteers committed for 2020. He reported 14 million volunteers are needed.

12
13 **PUBLIC COMMENT:**

14 Peter Vankevich, Ocracoke – thanked the Board for having a representative on the Island and commended Teresa
15 Adams for assisting with recovery efforts after Hurricane Dorian.

16
17 Hearing no further comment from the public, Chairman Pugh continued the meeting.

18
19 **ITEMS OF CONSIDERATION:**

20 **Appointments**

21 Commissioner Pahl moved to accept resignation from Darlene Styron and to appoint Marty Gaskill to complete her
22 term (ends 07-10-2022) on the Ocracoke Waterways Commission. Commissioner Simmons seconded the motion.
23 The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent
24 or not voting – None.

25
26 Commissioner Pahl moved to reappoint Finley Austin to serve another three year term (ends 02-06-2023) on the
27 Ocracoke Development Ordinance Board of Adjustments. Commissioner Simmons seconded the motion. The motion
28 passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting
29 – None.

30
31 **Infrastructure Grant Agreement Related To The Lake Mattamuskeet Watershed Restoration Project**

32 Daniel Brinn, Water and Flood Control Coordinator, presented a grant agreement between Hyde County and the Office
33 of State Budget & Management. The Agreement provides \$1,800,000.00 for the construction of a pumping plant and
34 other required infrastructure items necessary to implement management activities for the restoration of Lake
35 Mattamuskeet Watershed as identified in the Lake Mattamuskeet Watershed Restoration Plan.

36
37 Commissioner Swindell moved to accept Infrastructure Grant Agreement Related To The Lake Mattamuskeet
38 Watershed Restoration Project. Commissioner Simmons seconded the motion. The motion passed on the following
39 vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

40 **Hyde County – North Carolina State Office of State Budget & Management Disaster Recovery Grant**
41 **Agreement No. 200-A Project Budget Ordinance February 3, 2020**

42 Daniel Brinn, Water and Flood Control Coordinator, presented a project budget ordinance for the Grant Agreement
43 between Hyde County and the Office of State Budget & Management. The program authorized is the North Carolina
44 Office of State Budget & Management Disaster Recovery Grant identified as OSBM No. 200-A. The project is funded
45 by state appropriations from SL 2019-250.

46
47

1 Stream Debris Removal Project North Carolina State Office of State Budget & Management revenues and resources in
2 the amount of \$1,800,000.00 are anticipated to be available to complete the program activities.

3
4 Commissioner Simmons moved to adopt “Hyde County – North Carolina State Office of State Budget & Management
5 Disaster Recovery Grant Agreement No. 200-A Project Budget Ordinance February 3, 2020”. Commissioner Swindell
6 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping;
7 Nays – None; Absent or not voting – None.

8 *Clerk’s Note: A copy of “Hyde County – North Carolina State Office of State Budget & Management Disaster Recovery*
9 *Grant Agreement No. 200-A Project Budget Ordinance February 3, 2020” is attached herewith as Exhibit B and*
10 *incorporated herein by reference.*

11
12 Daniel Brinn, Water and Flood Control Coordinator, will invite Commissioner Simmons to attend future Lake
13 Mattamuskeet Watershed Restoration Project meetings.

14
15 **IRS Per Diem Rate For 2020**

16 Commissioner Simmons moved to approve the Hyde County per diem mileage rate from .58 cents to .575 cents for
17 2020 as per the IRS rate. Commissioner Swindell seconded the motion. The motion passed on the following vote:
18 Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

19
20 **Grants For Hurricane Dorian Temporary Housing Management**

21 • Memorandum of Agreement Between The County of Hyde and The Ocracoke Interfaith Relief & Recovery Team
22 Justin Gibbs, Director of Emergency Management presented MOA between Hyde County and OIRRT. The total
23 Grant program funding level available under this specific agreement is \$95,915.04. One administrative assistant
24 and one lead caseworker will be hired at \$40,500.00 each. The remainder of the funds will be used for supplies for
25 duties over the year.

26
27 Commissioner Simmons moved to approve the Grant For Hurricane Dorian Temporary Housing Management
28 Memorandum of Agreement Between The County of Hyde and The Ocracoke Interfaith Relief & Recovery Team.
29 Commissioner Pahl seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons,
30 Swindell and Topping; Nays – None; Absent or not voting – None.

31
32 • Memorandum of Agreement Between The County of Hyde And The North Carolina Conference of The United
33 Methodist Church (NCCUMC)

34 Justin Gibbs, Director of Emergency Management presented MOA between Hyde County and the NC Conference
35 of The United Methodist Church. The total Grant program funding level available under this specific agreement
36 was \$90,000.00 and is now \$110,000.00. Two management services positions will be hired with this funding, one
37 Operations Manager and one Property Manager. One vehicle will also be purchased.

38
39 Commissioner Pahl moved to approve the Grant For Hurricane Dorian Temporary Housing Management
40 Memorandum of Agreement Between The County of Hyde and The North Carolina Conference of The United
41 Methodist Church (NCCUMC). Commissioner Simmons seconded the motion. The motion passed on the
42 following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

43
44 Commissioners thanked Pastor Ivey Belch for work done on Ocracoke Island during Hurricane Dorian recovery.

1 **Interim DSS Director and Stipend**

2 Commissioner Topping moved to appoint an Interim DSS Director and to pay him a stipend of \$1,200.00 per month until
3 a Director is hired. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes –
4 Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting – None.

6 **Resolution Supporting The Swan Quarter Volunteer Fire Department New Substation & New Equipment Project**

7 Jeffrey Stotesberry, Chief of Swan Quarter Volunteer Fire Department, requested commissioners support for its new fire
8 department substation for the Lake Comfort area of Hyde County and for equipment. The Department is working with
9 the United States Department of Agriculture Rural Development to procure funding for the substation and equipment.

11 Commissioner Simmons moved to write a letter of support for the projects and to approve “Resolution In Support Of The
12 Swan Quarter Volunteer Fire Department New Substation Project And New Equipment Project”. Commissioner
13 Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and
14 Topping; Nays – None; Absent or not voting – None.

15 *Clerk’s Note: A copy of “Resolution In Support Of The Swan Quarter Volunteer Fire Department New Substation Project
16 And New Equipment Project” is attached herewith as Exhibit C and incorporated herein by reference.*

19 **BUDGET REVISIONS**

20 **Health Department**

21 10-20 – Revenue Received \$44,383.00

23 Commissioner Simmons moved to approve the Health Department budget transfer. Commissioner Swindell seconded
24 the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays –
25 None; Absent or not voting – None.

27 **MANAGEMENT REPORTS:**

28 Commissioner Simmons – reported on the current agriculture market and the world’s hog supply and on the future of
29 agriculture and commercial fishing.

31 Vice-Chairman Tom Pahl – attended the Island Inn Committee and OCBA meetings and a Hospice conference call.
32 Mr. Pahl also attended meetings about ODO Planning Board amendments. He gave update on Building Inspector John
33 Contestable’s recent medical emergency. Mr. Pahl will be the keynote speaker at the Outer Banks Community
34 Foundation annual meeting on February 20th.

35 Commissioner Swindell – attended the Davis Ventures group meeting where utilization of the Davis building for
36 disaster resiliency was discussed, and a Human Trafficking meeting. He thanked Chairman Pugh for the use of his
37 building during Hurricane Dorian recovery.

39 Commissioner Topping – discussed the Mattamuskeet Juvenile Jail project, Mattamuskeet Refuge and trees in the
40 Hodges Fork Canal. Mr. Topping reported Animal Control Officer Lilley will come before the Board if requested to
41 discuss Ms. Johnson’s dog.

43 Daniel Brinn, Water and Flood Control Coordinator, reported he receive funding that will cover removal of trees in
44 canals including the Hodges Fork Canal.

46 Commissioner Pugh – attended meetings about the FNB closing. He has been in Florida on vacation.

1 Kris Cahoon Noble, County Manager – is preparing requests for proposals for Hyde County solid waste services. She
2 reported Ocracoke Trams received significant flood damage. The Ocracoke Passenger Ferry will run beginning May
3 21st. Ms. Noble discussed FNB closing, implementation of the Mattamuskeet Lake Restoration Plan, state recovery
4 grants and loans for local governments’ application, fireworks for Ocracoke 4th of July celebration, Hospice on
5 Ocracoke and Golden LEAF funding for the future EMS station on Ocracoke. She reported over 200 disaster grant
6 applications have been submitted. Ms. Noble announced the ECU/Hyde County student entrepreneurship program has
7 been recognized with National Award for Entrepreneurship Innovation.

8

9 **PUBLIC COMMENT:**

10 Darlene Styron, Ocracoke – thanked volunteers for their services on Ocracoke and Justin Gibbs and County
11 Commissioners for the temporary housing project on the Island.

12

13 **CLOSED SESSION:** (none)

14

15 Commissioner Simmons moved to adjourn the meeting. Commissioner Swindell seconded the motion. The motion
16 passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell and Topping; Nays – None; Absent or not voting
17 – None.

18

19 The meeting adjourned at 7:55p.m.

20 Respectfully submitted:

21

22 Minutes approved on the 2nd day of March, 2020.

23

24 Attest:

25

26

27

28 _____
29 Lois Stotesberry, CMC, NCCCC
30 Clerk, Hyde County Board of Commissioners

28 _____
29 Earl Pugh, Jr.
30 Chair, Hyde County Board of Commissioners

31

32

32 **Attachments**

33 Exhibit A: *“Resolution To Further Ratify Board Action Related To Hurricane Dorian”*

34 Exhibit B: *“Hyde County – North Carolina State Office of State Budget & Management Disaster Recovery Grant Agreement
35 No. 200-A Project Budget Ordinance February 3, 2020”*

36 Exhibit C: *“Resolution In Support Of The Swan Quarter Volunteer Fire Department New Substation Project And New
37 Equipment Project”*

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 2, 2020
Presenter: Jane Hodges
Attachment: Yes Draft Ordinance and Information Items

ITEM TITLE: Flood Damage Prevention Ordinance Public Hearing

SUMMARY:

This is the first Public Hearing on adoption of a revised Flood Damage Prevention Ordinance for Hyde County. Hyde County expects to hold an additional Public Hearing in April 2020 to ensure adequate opportunity is given for public input.

The State of North Carolina and FEMA have released updated flood maps for all of Hyde County. Flood maps serve as the cornerstone for floodplain management. The updated maps are scheduled to be effective on June 19, 2020. The updated flood maps cannot be used for flood insurance rating purposes until they become effective in June 2020.

The updated flood maps feature significant changes from the 2006 flood maps. Many properties will be re-classified as low-risk zones. Other properties that remain in a flood zone, but may have a lower base flood elevation.

Flood maps only depict those areas subject to a 1% annual chance of flooding and do not reflect other flooding sources such as heavy rainfall or elevated groundwater levels. Floods can happen anywhere. Natural hazards and storms are a part of living in Hyde County and the sustainability of our community depends on managing flood hazards from all sources.

In response to the maps, Hyde County is considering the adoption of a local elevation standard to use in conjunction with the flood maps. The local elevation standard (LES) would apply additional freeboard amounts and establish a regulatory flood elevation level where the natural grade is below a certain elevation. These regulations would apply to Hyde County Mainland and Ocracoke Island.

The Ocracoke Planning Board has met and taken input from the public and has voted to recommend to the Hyde County Board of Commissioners that a base flood map of 9 feet be adopted across the island.

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

To review the proposed changes to the flood maps visit <https://fris.nc.gov/fris/> to see how the new maps affect changes in base flood elevation for your home and township.

The attached ordinance was provided by the NC Department of Emergency Management Floodplain Mapping Division and modified to meet the needs of Hyde County. A representative from the Floodplain Mapping Division will attend the April meeting to answer any questions if desired.

RECOMMEND: HOLD PUBLIC HEARING

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: March 2, 2020
Presenter: Linda Basnight, Tax Administrator
Attachment: Yes

ITEM TITLE: Month End Report and Board of E&R Calendar

SUMMARY: Ms. Basnight will present the February 2020 tax collection report.

Each year the Board is required to hold Board of Equalization and Review. In accordance with GS 105-322(e) the first meeting cannot be held before the first Monday in April or later than the first Monday in May and must adjourn on or before the third Monday following the first meeting.

RECOMMEND: Approve.

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

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

VOTE: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING



March 2, 2020

It is time for the Board to set the dates for the 2020 Board of Equalization and Review.

In accordance with GS 105-322(e) Each year the Board of Equalization and Review shall hold its first meeting not earlier than the first Monday in April and not later than the first Monday in May. In non- revaluation years the Board of Equalization and Review shall complete its duties on or before the third Monday following its first meeting unless, in its opinion, a longer period of time is necessary or expedient to a proper execution of its responsibilities.

2020

Holidays & Observances

January

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Jan 01	New Year's Day
Jan 20	Martin Luther King Day
Jan 25	Chinese New Year
Feb 12	Lincoln's Birthday
Feb 14	Valentine's Day
Feb 17	President's Day
Feb 26	Ash Wednesday
Mar 08	Daylight Saving (begin)
Mar 17	St. Patrick's Day
Mar 20	Vernal equinox
Apr 01	April Fool's Day
Apr 09	Passover
Apr 12	Easter
Apr 22	Admin Assistants Day
Apr 24	Ramadan begins
May 10	Mother's Day
May 25	Memorial Day
May 31	Pentecost
Jun 14	Flag Day
Jun 20	June Solstice
Jun 21	Father's Day
Jul 04	Independence Day
Sep 07	Labor Day
Sep 19	Rosh Hashanah
Sep 22	Autumnal equinox
Oct 12	Columbus Day
Oct 31	Halloween
Nov 01	Daylight Saving (end)
Nov 11	Veterans Day
Nov 26	Thanksgiving
Dec 10	Hanukkah begins
Dec 21	December Solstice
Dec 25	Christmas Day
Dec 26	Kwanzaa begins
Dec 31	New Year's Eve

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

Meeting Date: March 2, 2020
Presenter: Kris Noble
Attachment: Yes Letter from FEMA

ITEM TITLE: Community Rating System Program Success

SUMMARY:
Hyde County has received a letter of success for meeting a Class 8 community under the Community Rating System.

RECOMMEND: Accept acknowledgment

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING



FEMA

February 18, 2020

Ms. Kris Noble
County Manager
Hyde County
P.O. Box 188
Swan Quarter, NC 27885

CID: 370133

Congratulations for Community Rating System Program Success

Dear Ms. Noble:

As a participant in the National Flood Insurance Program (NFIP), Hyde County decided several years ago to participate in the NFIP's Community Rating System (CRS) Program. As a result of your team's continued hard work, the County has improved in the CRS Program to a Class 8 community, effective October 1, 2019, providing flood insurance policyholders within your jurisdiction a ten percent premium discount on their NFIP policies.

We appreciate Hyde County's efforts to reduce loss of lives and property damage caused by flooding, restore environmental functions of floodplains, and hold development to standards that exceed the minimum requirements of the NFIP. We are pleased to present you this plaque acknowledging your success in the CRS Program.

All of us at the Federal Emergency Management Agency, in particular, Region IV, including our partners, the NFIP Coordinator in North Carolina and the Insurance Services Office (CRS staff) congratulate you for your accomplishment. In the years to come, we hope that Hyde County will aim even higher and pursue additional avenues to further improve your CRS rating. Please give us a call at (770) 220-8835, if we can be of assistance.

Sincerely,

A handwritten signature in black ink that reads "Jesse F. Munoz".

Jesse F. Munoz, CFM, CEM
Director
Mitigation Division



FEMA

Fact Sheet

Federal Insurance and Mitigation Administration

Community Rating System

June 2017

The National Flood Insurance Program (NFIP) Community Rating System (CRS) was implemented in 1990 as a voluntary program for recognizing and encouraging community floodplain management activities exceeding the minimum NFIP standards. Any community in full compliance with the minimum NFIP floodplain management requirements may apply to join the CRS.

1,444 Communities Participate in the CRS

Nearly 3.6 million policyholders in 1,444 communities participate in the CRS by implementing local mitigation, floodplain management, and outreach activities that exceed the minimum NFIP requirements.

Under the CRS, flood insurance premium rates are discounted to reward community actions that meet the three goals of the CRS, which are: (1) reduce flood damage to insurable property; (2) strengthen and support the insurance aspects of the NFIP; and (3) encourage a comprehensive approach to floodplain management.

Although CRS communities represent only 5 percent of the over 22,000 communities participating in the NFIP, more than 69 percent of all flood insurance policies are written in CRS communities.

CRS Classes

The CRS uses a Class rating system that is similar to fire insurance rating to determine flood insurance premium reductions for residents. CRS Classes* are rated from 9 to 1. Today, most communities enter the program at a CRS Class 9 or Class 8 rating, which entitles residents in Special Flood Hazard Areas (SFHAs) to a 5 percent discount on their flood insurance premiums for a Class 9 or a 10 percent discount for Class 8. As a community engages in additional mitigation activities, its residents become eligible for increased NFIP policy premium discounts. Each CRS Class improvement produces a 5 percent greater discount on flood insurance premiums for properties in the SFHA.

* CRS Class changes occur on May 1 and October 1 of each year. The data contained in this fact sheet were current through May 2017.

Best of the Best

Seven communities occupy the highest levels of the CRS. Each built a floodplain management program tailored to its own particular hazards, character, and goals. Under these programs, each community carries out numerous and varied activities, many of which are credited by the CRS. The average discount in policyholder premiums varies according to a community's CRS Class and the average amount of insurance coverage in place.

- **Roseville, California** was the first to reach the highest CRS rating (Class 1). Floods in 1995 spurred Roseville to strengthen its floodplain management program. Today the City earns points for almost all CRS-creditable activities. The average premium discount for policies in the Special Flood Hazard Area (SFHA) is \$963.
- Comprehensive planning has been a key to **Tulsa, Oklahoma** in reducing flood damage from the dozens of creeks within its jurisdiction. The City (Class 2) has cleared more than 900 buildings from its floodplains. The average SFHA premium discount is \$709.
- **King County, Washington** (Class 2) has preserved more than 100,000 acres of floodplain open space and receives additional CRS credit for maintaining it in a natural state. The average premium discount in the SFHA is \$722.
- **Pierce County, Washington** (Class 2) maintains over 80 miles of river levees. The County mails informational brochures to all floodplain residents each year. The average premium discount in the SFHA is \$846.
- **Fort Collins, Colorado** (Class 2) uses diverse approaches to keep its large student population informed. Identifying and protecting critical facilities and continually improving its GIS system help the city maintain its exemplary program. The average premium discount in the SFHA is \$703.
- **Sacramento County, California**, has steadily improved its rating since joining the CRS in 1992. Now a Class 2, the County's more significant activities are diligent public outreach on protecting waterways, purchasing flood insurance, and preparing for floods. The average premium discount in the SFHA is \$395.
- **Thurston County, Washington**, has a history of planning for hazard mitigation, watershed protection, and open space. Combining that with strict development standards and stormwater management has helped the County achieve Class 2. The average premium discount in the SFHA is \$577.

CRS Credit

A community accrues points to improve its CRS Class rating and receive increasingly higher discounts. Points are awarded for engaging in any of 19 creditable activities, organized under four categories:

- Public information
- Mapping and regulations
- Flood damage reduction
- Warning and response.

Formulas and adjustment factors are used to calculate credit points for each activity.

The communities listed below are among those that have qualified for the greatest premium discounts:

Class 1: Roseville, California

Class 2: Sacramento County, California
Fort Collins, Colorado
Tulsa, Oklahoma
King County, Washington
Pierce County, Washington
Thurston County, Washington

Class 3: Louisville–Jefferson County, Kentucky
Ocala, Florida

Class 4: Charlotte, North Carolina
Palm Coast, Florida
Charleston County, South Carolina
Maricopa County, Arizona

Benefits of the CRS

Lower cost flood insurance rates are only one of the rewards a community receives from participating in the CRS. Other benefits include:

- Citizens and property owners in CRS communities have increased opportunities to learn about risk, evaluate their individual vulnerabilities, and take action to protect themselves, as well as their homes and businesses.
- CRS floodplain management activities provide enhanced public safety, reduced damage to property and public infrastructure, and avoidance of economic disruption and loss.
- Communities can evaluate the effectiveness of their flood programs against a nationally recognized benchmark.

- Technical assistance in designing and implementing some activities is available to community officials at no charge.
- CRS communities have incentives to maintain and improve their flood programs over time.

How to Apply

To apply for CRS participation, a community must initially inform the Federal Emergency Management Agency (FEMA) Regional Office of its interest in applying to the CRS and will eventually submit a CRS application, along with documentation that shows it is implementing the activities for which credit is requested. The application is submitted to the Insurance Services Office, Inc. (ISO)/CRS Specialist. ISO works on behalf of FEMA and insurance companies to review CRS applications, verify communities' credit points, and perform program improvement tasks.

A community's activities and performance are reviewed during a verification visit. FEMA establishes the credit to be granted and notifies the community, the State, insurance companies, and other appropriate parties.

Each year, the community must verify that it is continuing to perform the activities that are being credited by the CRS by submitting an annual recertification. In addition, a community can continue to improve its Class rating by undertaking new mitigation and floodplain management activities that earn even more points.

CRS Training

CRS Specialists are available to assist community officials in applying to the program and in designing, implementing, and documenting the activities that earn even greater premium discounts. A week-long CRS course for local officials is offered free at FEMA's Emergency Management Institute (EMI) on the National Emergency Training Center campus in Emmitsburg, Maryland, and can be field deployed in interested states. A series of webinars is offered throughout the year.

For More Information

A list of resources is available at the CRS website: www.fema.gov/national-flood-insurance-program-community-rating-system. For more information about the CRS or to obtain the CRS application, contact the Insurance Services Office by phone at (317) 848-2898 or by e-mail at nfipcrs@iso.com.

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

Meeting Date: March 2, 2020
Presenter: County Manager Kris Noble
Attachment: No

ITEM TITLE: EMPLOYEE/VOLUNTEER/FRIEND OF THE MONTH

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

RECOMMEND: Congratulations.

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

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

VOTE: ___ PUGH
___ SIMMONS
___ PAHL
___ SWINDELL
___ TOPPING

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 2, 2020
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

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

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

Time for one person cannot be used by another person.

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

RECOMMEND: Receive comments.

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

Meeting Date: March 2, 2020
Presenter: Manager Noble
Attachment: Yes

ITEM TITLE: Proclamation – “North Carolina 811 Safe Digging Month”

SUMMARY: North Carolina 811, has requested a proclamation to designate the month of April as “North Carolina 811 Safe Digging Month”.

The North Carolina One Call System (NC811), a utility notification and education center that celebrates its 42nd year of service to the citizens of North Carolina, is a vital part of preventing damages and injuries when excavating. This vital notification service started in 1978 reaching an all-time high of 2.2 million locate requests from excavators to homeowners in 2019. North Carolina law requires that anyone engaging in demolition or excavation activities contact NC811 at least three days prior to beginning the work by calling or clicking 811.

RECOMMEND:

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

Proclamation

County of Hyde designating the month of April 2020 as “North Carolina 811 Safe Digging Month.”

WHEREAS, as utility owners, excavators, designers, and homeowners work to keep pace with North Carolina’s economic development, it is important to minimize damages to underground utility lines, danger to workers and the general public, environmental impact, and loss of utility services to the citizens of North Carolina; and

WHEREAS, North Carolina 811, a utility service notification center and leader in education celebrates its 42nd year of continuous service to the State, is key to preventing injuries and damages when excavating; and

WHEREAS, this unique service provides easy, one-call notification about construction and excavation projects that may endanger workers and jeopardize utility lines while promoting workplace and public safety, reducing underground utility damage, minimizing utility service interruptions and protecting the environment; and

WHEREAS, this vital service, which began in 1978 serves the citizens of North Carolina from the mountains to the coast, educates stakeholders about the need for excavation safety whether the project is as small as planting a tree to designing and beginning construction on a new interstate; and

WHEREAS, in 2019, the North Carolina one call system received 2.2 million notification requests and transmitted over 12.2 million requests, providing protection to utility companies infrastructure, their employees, excavators, and customers;

NOW, THEREFORE, BE IT RESOLVED, That Hyde County has designated the month of April 2020 as “North Carolina 811 Safe Digging Month” to encourage all excavators and homeowners of Hyde County to contact 8-1-1 either by dialing 8-1-1 or contacting NC811 via the webpage of NC811.org at least three working days prior to digging in order to “Know What’s Below,” avoid injury, protect the environment, prevent millions of dollars in damages and to remind excavators that three working days’ notice is the law, for safe digging is no accident, and that more information may be obtained by visiting www.nc811.org.

Signed

Date

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

Meeting Date: March 2, 2020
Presenter: Kris Cahoon Noble
Attachment: Yes – RESOLUTION OF THE HYDE COUNTY BOARD OF COMMISSIONERS TO DELAY THE HYDE COUNTY REEVALUATION SCHEDULE

ITEM TITLE: Change in Hyde County’s Reevaluation Schedule

SUMMARY:

Hyde County completed and implemented it’s most recent octennial reappraisal of real property on January 1,, 2017. The North Carolina Department of Revenue (NCDOR) notified Hyde County in May 2019 that their median sales ratio on real property and coefficient of dispersion had slipped below recommended levels and that NCDOR recommended Hyde County advance their reevaluation schedule.

NCDOR recommended a median sales ratio on real property to fall between 90 and 110 percent of appraised values and NCDOR calculated a 87.27% median sales ratio for Hyde County. NCDOR recommended a coefficient of dispersion below 25 and NCDOR calculated a 25.12 coefficient of dispersion. Hyde County passed a resolution in August 2019 establishing an earlier resolution to be completed on or before January 1, 2022.

Given the damage to real property on Ocracoke Island due to Hurricane Dorian, and considering Ocracoke is in a state of recovery and structures are currently being demolished, reconstructed and/or repaired and elevated creating changes in property values continually, the Hyde County Manager has reached out to NCDOR and has been advised that the advancement of the reevaluation schedule was a recommendation and not a requirement and that the unexpected devastation resulting from Hurricane Dorian had created an environment which would constitute a delay in the advanced reevaluation schedule.

RECOMMEND: ADOPT ATTACHED RESOLUTION DELAYING THE REEVALUATION FOR ONE YEAR AND COMMIT TO A 6 YEAR REEVALUATION SCHEDULE.

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

Board of Commissioners

Earl Pugh, Jr., Chair
Tom Pahl, Vice-Chair
Benjamin Simmons, III
Shannon Swindell
James Topping

COUNTY OF HYDE

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

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Lois Stotesberry, CMC, NCCCC
Clerk to the Board



RESOLUTION OF THE HYDE COUNTY BOARD OF COMMISSIONERS TO DELAY THE HYDE COUNTY REEVALUATION SCHEDULE

FROM JANUARY 1, 2022 TO JANUARY 1, 2023

WHEREAS, Hyde County completed and implemented it's most recent octennial reappraisal of real property on January 1,, 2017 and;

WHEREAS, the North Carolina Department of Revenue (NCDOR) notified Hyde County in May 2019 that their median sales ratio on real property and coefficient of dispersion had slipped below recommended levels and that NCDOR recommended Hyde County advance their reevaluation schedule;

WHEREAS, NCDOR recommends a median sales ratio on real property to fall between 90 and 110 percent of appraised values and NCDOR calculated a 87.27% median sales ratio for Hyde County;

WHEREAS, NCDOR recommends a coefficient of dispersion below 25 and NCDOR calculated a 25.12 coefficient of dispersion;

WHEREAS, given the advice of NCDOR, Hyde County passed a resolution in August 2019 and resolved that in the budget ordinance for fiscal year 2020-21, the Board shall include in the special reserve fund established for the appraisal an appropriation for reevaluation in the amount required for reappraisal work during that fiscal year consistent with a plan established for the reappraisal of real property as required by General Statute 153A-150;

WHEREAS, the Hyde County Board of Commissioners further resolved that when the county budget for each succeeding fiscal year is in preparation, the Board, the County Manager and Tax Assessor, shall review the progress of the reappraisal work, and the Board shall appropriated to the special reappraisal reserve fund, such funds for reappraisal work during that year as may be necessary to continue the reappraisal work and to assure the completion of the reappraisal work on schedule;

WHEREAS, the Hyde County Board of Commissioners further resolved that a copy of the adopted resolution be forwarded to NCDOR as required by General Statute 105-286;

WHEREAS, Hyde County and most specifically Ocracoke Township, experienced extreme damage to real property resulting from Hurricane Dorian in September 2019;

WHEREAS, Hyde County and Ocracoke Township are currently in the recovery process from Hurricane Dorian with all available resources being focused on recovery;

WHEREAS, Ocracoke is in a state of recovery and structures are currently being demolished, reconstructed and/or repaired and elevated creating changes in property values continually and this process is expected to continue until a full recovery is achieved;

WHEREAS, the Hyde County Manager has reached out to NCDOR and has been advised that the advancement of the reevaluation schedule was a recommendation and not a requirement and that the unexpected devastation resulting from Hurricane Dorian had created an environment which would constitute a delay in the advanced reevaluation schedule;

NOW, THEREFORE BE IT RESOLVED, that the Hyde County Board of Commissioners will delay the beginning of reevaluation of real property for a period of one year and to be completed and become effective on or before January 1, 2023;

NOW, THEREFORE LET IT FURTHER BE RESOLVED, that Hyde County will adopt a 6 year reevaluation schedule per NCDOR recommendations and reserves the right to complete reevaluation on an earlier schedule if deemed necessary.

Adopted this the 2nd day of March 2020.

Earl Pugh, Jr.
Hyde County Board of Commissioners Chair

Attest:

Lois Stotesberry
Hyde County Clerk to the Board

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

Meeting Date: March 2, 2020
Presenter: Commissioner Swindell
Attachment: Yes Resolution

ITEM TITLE: Resolution in Support of the Second Amendment

SUMMARY:
Commissioner Swindell will present a resolution in support of the Second Amendment Right to Keep and Bear Arms.

RECOMMEND: Discuss and approve resolution

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

Board of Commissioners

Earl Pugh, Jr., Chair
Tom Pahl, Vice-Chair
Benjamin Simmons, III
Shannon Swindell
James Topping

COUNTY OF HYDE

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

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Lois Stotesberry, CMC, NCCCC
Clerk to the Board



RESOLUTION OF THE HYDE COUNTY BOARD OF COMMISSIONERS IN SUPPORT OF THE SECOND AMENDMENT AND POSSIBLE ACTIONS

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the Hyde County Board of Commissioners do oppose the enactment of any legislation that would infringe upon the Right of the People to Keep and bear arms and consider such laws to be unconstitutional and beyond lawful Legislative Authority.

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

Adopted this the 2nd day of March 2020.

Earl Pugh, Jr.
Hyde County Board of Commissioners Chair

Attest:

Lois Stotesberry
Hyde County Clerk to the Board

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

Meeting Date: March 2rd, 2020
Presenter: Daniel Brinn
Attachment: Yes

ITEM TITLE: Memorandum of Agreement between Hyde County and the North Carolina Coastal Federation (Clean Water Management Trust Fund Grant Administration)

SUMMARY: Attached is a Memorandum of Agreement between Hyde County and the North Carolina Coastal Federation. The Agreement explains the proposed contractual relationship between the County of Hyde and the North Carolina Coastal Federation including the Scope of work and administration requirements/expectations for successfully administering the Clean Water Management Trust Fund Planning Grant for the Lake Mattamuskeet Watershed Restoration Project.

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

Memorandum of Agreement

I. Participants

County of Hyde, North Carolina ("County")

North Carolina Coastal Federation, Inc. ("Federation")

II. Project Title

Engineering Active Water Management within the Lake Mattamuskeet Watershed

III. Project Description

The County of Hyde (County) received a grant award from the N.C. Clean Water Management Trust Fund (CWMTF) (Project number 2019-804) to contract with the North Carolina Coastal Federation, Inc. (Federation) and an engineering firm to provide professional services and design engineered plans for active water management within the Lake Mattamuskeet watershed. The ultimate purpose of the active water management will be to improve water quality within the lake and reduce flooding throughout the watershed. This project will involve the development of a watershed-scale hydrologic and hydraulic (H&H) model that will be used to simulate the flow of surface water throughout the watershed during various scenarios to evaluate additional modifications to a complex drainage network and select the preferred engineering alternative that will effectively and efficiently increase water management capabilities throughout the watershed. This project will also result in the development of cost estimates and preliminary engineering design work sufficient to secure permits from regulatory agencies. The work proposed herein is consistent with the NC DWR approved Lake Mattamuskeet Watershed Restoration Plan.

IV. Participant Responsibilities

Through this MOA the parties agree to carry out the following responsibilities and deliverables:

The County agrees to:

- 1) Provide payment (or reimbursement) of the actual and reasonable costs incurred by the Federation, not to exceed \$158,804 as detailed in the "scope of work" (to the extent such funds are available under CWMTF contract #2019-804).
- 2) Submit all quarterly and final reports to CWMTF by the specified due dates. Reports shall include all required project deliverables and invoice/match documentation as outlined in their contract CWMTF #2019-804.
- 3) Maintain records of this Agreement for a period of 5 years following official grant closeout by the funder as required by the contract #2019-804.
- 4) Provide a point of contact for project coordination and administration.
- 5) Communicate in a timely and efficient manner (within 5 business days).

The Federation agrees to:

- 1) Provide project management and carry out all deliverables as outlined in the “scope of work”.
- 2) Communicate in a timely and efficient manner (within 5 business days).
- 3) Provide a primary point of contact for the project.

V. Scope of Work

The federation shall carry out the following project deliverables within the budget and timeline outlined below.

- 1) Contract with an engineering firm. The federation shall solicit bids from at least three qualified firms and (in consultation with the County) select a firm that possess the expertise and experience to develop the herein described engineering results. The work contracted will be done within the budget and timeframe allowed by CWMTF award # 2019-804. The Federation will contract with the engineering firm and pay all engineer invoices directly, requesting reimbursement from the county on a quarterly basis. The engineering firm will be contracted to:
 - a. Develop a watershed-scale hydrologic and hydraulic (H&H) model.
 - i. Complete a critical pool elevation analysis.
 - ii. Identify a proposed service district boundary.
 - b. Complete a wetland siting and capacity analysis.
 - c. Produce an engineered design at the permit level for the preferred alternative.
- 2) Convene stakeholder team. The federation shall coordinate and convene a committee of stakeholders on a regular basis (at least six (6) times during the grant period).
 - a. The stakeholder team shall be composed of (at a minimum): a representative of the County, U.S. Fish and Wildlife Service, N.C. Wildlife Resources Commission as well as three- six at large community members. Additional members can be added at the County’s request.
 - b. The stakeholder team will be asked to review and provide feedback on the engineer H & H model and other project deliverables.
 - c. The stakeholder team will serve as community liaisons through the project and will help to increase public engagement and awareness of the work undertaken.
- 3) Public Engagement. The federation shall assist the County in providing regular public engagement opportunities throughout the model development.
 - a. The federation will organize, advertise, and facilitate at least three public meetings during the grant period. Public meetings will be advertised through:

press release, email notification and flyer development/posting throughout the community. The stakeholder team will be encouraged to circulate these notifications to their respective email lists and through their other communications channels including social media and word of mouth.

- b. The federation will maintain a webpage specific to the Lake Mattamuskeet Watershed Restoration Plan development. The webpage will be updated with public meeting agendas, notices, presentations and model outputs.
- 4) Identify funding sources for the preferred engineering alternative. The Federation shall research potential sources of funding to construct preferred engineering alternative. Recommendations for funding will be provided in the final report to CWMTF.
- 5) Assist with project reporting and documentation. The federation shall draft quarterly and final reporting documents for County review and submission. The federation shall provide these to the County at a minimum one week prior to the submission deadline.

VI. Project Schedule

January 6, 2020:	CWMTF Contract Effective Date.
April 6, 2020:	Submit Quarterly Project Report to CWMTF.
July 6, 2020:	Submit Quarterly Project Report to CWMTF.
October 6, 2020:	Submit Quarterly Project Report to CWMTF.
January 6, 2021:	Submit Quarterly Project Report to CWMTF.
April 6, 2021:	Submit Quarterly Project Report to CWMTF.
July 6, 2021:	Submit Quarterly Project Report to CWMTF.
August 31, 2021:	Complete Project Scope of Work and submit the Grant Contract Final Report to CWMTF.
September 14, 2021:	Submit Final Request for Payment for the Project.

VII. Fees

The federation will ensure project deliverables are completed within budget. The federation's fees for services and the engineer contract shall not exceed \$158,804. The federation will invoice the County quarterly. The invoice will document staff costs as well as project expenses (travel, printing, etc.) that the federation has incurred to complete the project. It is anticipated that actual salary and operating expenses will exceed the amount of the \$38,804 fee. If this occurs, then any expenses will be the federation's contribution to this project and can be used as in-kind match for this grant. The federation will use the remaining grant award of \$120,000 to contract an engineering firm to complete the scope of work.

Entity	Item	Budget
N.C. Coastal Federation	Professional Services	\$31,504.00
	Travel	\$3,800.00
	Meeting Supplies	\$3,500.00
Engineering Firm	Professional Services	\$120,000.00
Total Project		\$158,804.00

Table 1. Project budget.

VIII. Agreement Period

This Memorandum of agreement is effective January 31, 2020 and will end August 15, 2021.

County of Hyde, Signature and Date

North Carolina Coastal Federation, Signature and Date

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

Meeting Date: March 2, 2020
Presenter: Jane Hodges
Attachment: Yes

ITEM TITLE: Hyde County Airport Terminal Area Pavement and Wind Cone Rehab

SUMMARY: Acceptance of non-primary entitlement funds in the amount of \$ 59,380.00.

RECOMMEND: PLEASE APPROVE



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

February 3, 2020

Kris Noble
HYDE COUNTY
DBA HYDE COUNTY AIRPORT
PO Box 188
SWANQUARTER NC 27885-0188

Request for Aid(Application) #: 1000008823
Program: AV_BLOCK_GRANT
WBS # : 36237.57.14.1
Project : TERMINAL AREA PAVEMENT REHABILITATION AN

SUBJECT: APPROVAL OF REQUEST FOR AID APPLICATION

Dear Kris Noble:

The NCDOT-Division of Aviation has completed its final review of your above referenced Request for Aid for **Hyde County** in the amount of **\$ 59,380.00**. Your Request for Aid is approved to proceed to the next stage of the funding process.

Attached to the online Request for Aid application is the grant agreement for the funding of WBS #36237.57.14.1, including State Assurances. Federal agreements will also include Federal Block Grant Assurances and Airport Improvement Program Certifications.

Agreement Signature Process

- * Sponsor will receive an *Approval for Request for Aid Application* email.
 - * Sponsor will print one copy and complete the signature page (*the first page date is left blank and to be completed by NCDOT*)
 - * Sponsor will upload the signed agreement into EBS/Partner Connect under the **application**
 - * Sponsor must sign and upload all seven AIP Sponsor Certifications for all **federal** grant agreements
 - * Sponsor will EMAIL DOTAviationGrants@ncdot.gov that the signed **agreement** has been uploaded (There is no longer any need to mail the agreements to DoA).
-
- * DoA will have the sponsor signed agreement executed by the Secretary of Transportation (or his designee)
 - * DoA will upload the fully signed agreement into EBS/Partner Connect and notify the sponsor via email.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: (919) 814-0550
Fax: (919) 840-9267

Website: www.ncdot.gov/aviation

Location:
RDU AIRPORT
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

Should you have any questions, please do not hesitate to contact your regional Airport Project Manager or visit our website at:

<https://connect.ncdot.gov/municipalities/State-Airport-Aid/Pages/default.aspx>

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this grant.

Sincerely,

Bobby L. Walston, PE
Director of Aviation

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

Meeting Date: March 2, 2020
Presenter: Kris Noble
Attachment: Yes Grant Agreement and Project Budget Ordinance

ITEM TITLE: Ocracoke Tram Replacement Grant Agreement and Project Budget Ordinance

SUMMARY:
Hyde County has received Golden Leaf grant funds in the amount of \$125,000 to replace the trams destroyed during Hurricane Dorian.

RECOMMEND: APPROVE GRANT AGREEMENT AND PROJECT BUDGET ORDINANCE

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING



BOARD OF DIRECTORS

February 11, 2020

MURCHISON "BO" BIGGS
CHAIR
LUMBERTON, NC

S. LAWRENCE DAVENPORT
GREENVILLE, NC

BARRY Z. DODSON
STONEVILLE, NC

DON FLOW
WINSTON-SALEM, NC

TOMMY HESTER
HENDERSON, NC

RANDY ISENHOWER
NEWTON, NC

CAROLYN H. JUSTICE
HAMPSTEAD, NC

DARRYL MOSS
CREEDMOOR, NC

JOHNATHAN L. RHYNE, JR.
LINCOLNTON, NC

BOBBIE RICHARDSON
LOUISBURG NC

LEE ROBERTS
RALEIGH, NC

DAVID ROSE
NASHVILLE, NC

TOM TAFT
GREENVILLE, NC

JEROME VICK
WILSON, NC

SCOTT T. HAMILTON
PRESIDENT,
CHIEF EXECUTIVE OFFICER

Ms. Kristen Cahoon Noble
County Manager
County of Hyde
PO Box 188
30 Oyster Creek Road
Swan Quarter, North Carolina 27885

Dear Ms. Cahoon Noble:

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved funding for your project, "Hyde County Tram Replacement," in the amount of \$125,000.00. This project is funded by state funds appropriated to the Golden LEAF Foundation to respond to damages caused by Hurricane Florence, Tropical Storm Michael, or Hurricane Dorian. We trust that this support will assist with your recovery.

Enclosed are two copies of our Grantee Acknowledgement and Agreement, which includes details regarding administration of the grant, including the payment schedule and reporting requirements. Please read your grantee agreement carefully and take note of special conditions that may apply to your award.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grants management workshop. Information regarding the timing and location of the workshop will be sent by email to the project director. Disbursement of funds will follow attendance at a workshop and completion of required documentation. If you have specific questions, please contact Kasey Ginsberg at 888-684-8404 or at kginsberg@goldenleaf.org.

All publicity and printed materials regarding projects or activities funded in whole or in part by this grant should contain the following language: "This project received support from the Golden LEAF Foundation." The Golden LEAF logo is to be displayed in all of the

Ms. Kristen Cahoon Noble
February 11, 2020
Page 2

publicity and printed materials relating to this project. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.

Please let me or Kasey Ginsberg know if you have any questions. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on your award.

Sincerely,



Scott T. Hamilton
President, Chief Executive Officer

SH:bs

Enclosures: as stated

cc: Mr. Bill Rich, Special Projects Coordinator

The Golden LEAF Foundation (“Golden LEAF”)

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Hyde
2. Project File Number & Title: FY2020-176 / Hyde County Tram Replacement
3. Purpose of Grant: Trams operated by Hyde County to serve users of the new passenger ferry were damaged by floodwaters during Hurricane Dorian. Costs to repair the damage nearly exceed the cost to replace the trams. The County obtained all insurance available for the trams and required by the terms of the lease. Because the trams are classified as golf carts for insurance purposes, flood insurance is not available. In the future, the trams will be removed from the island during evacuations. Golden LEAF disaster recovery grant funds will be used to replace the trams.
4. Amount of Grant: \$125,000.00
5. Award Date: 2/6/2020 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 4 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. The provisions of this Grantee Acknowledgment and Agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Golden LEAF funds may be used for project-related expenses incurred prior to the grant award.
 - c) Grantee agrees to use reasonable efforts to secure funding for these repairs from FEMA, its insurer, and/or other sources of funding typically available to the grantee for similar disaster-recovery projects and will pay any funds received from other sources for these repairs to Golden LEAF, up to the full amount of grant funds released by Golden LEAF for this project.
 - d) Use of grant funds must comply with applicable requirements of S.L. 2018-136, S.L. 2018-138, and S.L. 2018-250, including, without limitation, Section 4.2(a) and Section 4.2(b) of S.L. 2018-136.
 - e) Grantee agrees to comply with applicable requirements of G.S. 143C-6-23.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Grantee submitting a project management plan (“PMP”) that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).

- e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity

or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit

11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.
12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.
13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any

conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.

14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.
- h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.
17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.

21. **Publicity:** All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **“This project received support from The Golden LEAF Foundation.”** The Golden LEAF logo is to be displayed in all of the Grantee’s publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
22. **Authority to execute/Necessary Approvals Obtained:** The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

**Hyde County
Hyde County Tram Replacement
Project Budget Ordinance
March 2, 2020**

Be it ordained by the Hyde County Board of Commissioners, the following Project Budget Ordinance is hereby adopted:

Section 1: The project authorized supports the NCDOT Passenger Ferry project and includes the replacement cost for a public tram system to run in conjunction with the passenger ferry servicing Ocracoke. The project is funded by Golden Leaf.

Section 2: Hyde County staff are hereby directed to proceed with the project within the rules and regulations of the North Carolina General Statutes and the budget contained herein.

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

<u>Ocracoke Tram Replacement Project</u>	
Golden Leaf Grant	<u>\$125,000.00</u>
Total:	<u>\$125,000.00</u>

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

<u>Ocracoke Tram Replacement Project</u>	
<u>Cost of Trams</u>	<u>\$125,000.00</u>
Total	<u>\$125,000.00</u>

Section 5: The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting required by federal and state regulations.

Section 6: Funds may be advanced from the General Funds for the purpose of making payments as due.

Adopted this 2nd day of March 2020.

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

ATTEST:

Lois Stotesberry, Clerk to the Board

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

Meeting Date: March 2, 2020
Presenter: Kris Noble
Attachment: Yes Grant Agreement and Project Budget Ordinance

ITEM TITLE: Ocracoke EMS Station Replacement Grant Agreement and Project Budget Ordinance

SUMMARY:
Hyde County has received Golden Leaf grant funds in the amount of \$500,000 to replace the trams destroyed during Hurricane Dorian.

RECOMMEND: APPROVE GRANT AGREEMENT AND PROJECT BUDGET ORDINANCE

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING