

Golden LEAF 
FOUNDATION
Increasing Economic Opportunity in North Carolina Since 1999

BOARD OF DIRECTORS

February 11, 2020

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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, "Ocracoke EMS Station Replacement," in the amount of \$500,000.00. 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

The Golden LEAF Foundation (“Golden LEAF”)

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: County of Hyde
2. Project File Number & Title: FY2020-171 / Ocracoke EMS Station Replacement
3. Purpose of Grant: Hyde County leases a building to serve as the Ocracoke EMS Station. During Hurricane Matthew the facility experienced flooding which damaged floors, however the structure was substantially damaged during Hurricane Dorian. Golden LEAF disaster recovery grant funds will be used to construct a new station on land at a higher elevation. Flood insurance proceeds and FEMA Public Assistance will be utilized to repair the damaged structure as required by the lease agreement. County funds were used to acquire the property for the new building.
4. Amount of Grant: \$500,000.00
5. Award Date: 2/6/2020 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 12 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
Ocracoke EMS Station Construction
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 EMS Station Construction Project</u>	
Golden Leaf Grant	<u>\$500,000.00</u>
Total:	<u>\$500,000.00</u>

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

<u>Ocracoke EMS Station Construction Project</u>	
<u>Cost of Trams</u>	<u>\$500,000.00</u>
Total	<u>\$500,000.00</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: Corrinne Gibbs, Finance Officer
Attachment: Yes – FY 2019-2020

ITEM TITLE: FY 2019-2020 BUDGET CALENDAR

SUMMARY: The proposed Fiscal Year 2019-2020 budget calendar is attached for commissioner’s review and approval.

RECOMMEND: APPROVE FY19-20 BUDGET CALENDAR.

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

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

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

COUNTY OF HYDE

SWAN QUARTER, NORTH CAROLINA 27885



FY 2019-20 Budget Calendar

Date	Activity	Participants
March 2, 2020	Calendar adopted	Board of Commissioners
March 16, 2020	Preliminary Department Assessment <ul style="list-style-type: none"> • Contracts • Equipment purchases/leases • Needs Assessments • Continuing Obligations • Optional Services/Programs 	Department Heads
March 23,2020	Dept. Assessment Due Budget Worksheets Distributed	Department Heads
March 23,2020	External Agency Letters Mailed	Finance Officer
April 6, 2020	Completed worksheets returned Preliminary revenue estimates presented to Budget Officer	Department Heads Finance Officer
April 13-18, 2020	Budget Officer meets with each D.H. to review requested budget	Budget Officer Department Heads
April 6, 2020	Joint meeting to review Board of Education priorities	Board of Commissioners Board of Education
April 20, 2020	External agency budget requests due	Finance Officer
May 4, 2020	Board of Education submits budget request	Board of Education
May 4, 2020	Proposed budget distributed to BOC	Budget Officer
May 4, 2020	Proposed Budget presented to the Board of Commissioners Public Hearing date set	Budget Officer Board of Commissioners
May 11-15, 2020	Budget work sessions as needed	Board of Commissioners
June 6, 2020	Public Hearing	Board of Commissioners
June 6, 2020	Board of Commissioners adopts FY 2020-21 budget and sets tax rate	Board of Commissioners

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

Meeting Date: March 2, 2020
Presenter: Justin Gibbs
Attachment:

ITEM TITLE: Hurricane Dorian Update

SUMMARY: EM Director Justin Gibbs will present update on Hurricane Dorian Recovery Efforts.

RECOMMEND: Receive Report.

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: Kris Cahoon Noble
Attachment: Yes - Current Code

ITEM TITLE: Amend the Hyde County Animal Control Ordinance

SUMMARY:

Under the Hyde County Animal Control Ordinance Section 4-16:
Determination of a potentially dangerous dog:

The county sheriff or a county deputy sheriff is hereby designated as the person responsible for determining when a dog is a potentially dangerous dog. The county manager is hereby designated as the authority to hear any appeal from a determination made as to whether a dog is a potentially dangerous dog.

Under General Statute 67-4.1, local governments are required to designate a board to hear appeals from determinations that a dog is potentially dangerous.

According to North Carolina Guide to Animal Services Law published by the UNC School of Government, "The law does not dictate the number of people that must serve on the appeals board or the type of person or professional that must be represented. The law does, however, exclude individuals who were involved in the initial determination."

The Manager suggests the following changes to the above section of the Hyde County Code of Ordinances:

The county sheriff or a county deputy sheriff county animal control officer is hereby designated as the person responsible for determining when a dog is a potentially dangerous dog.

The county manager An animal control advisory board consisting of the Chair of the Hyde County Board of Commissioners, the Hyde County Health Director and one member of the Hyde County Health Board shall be created and hereby designated as the authority to hear any appeal from a determination made as to whether a dog is a potentially dangerous dog.

RECOMMEND: **ADOPT CHANGES TO THE HYDE COUNTY ANIMAL CONTROL ORDINANCE**

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

Chapter 4 - ANIMALS

Sec. 4-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal control officer means any person hired or contracted by the county to enforce the animal control ordinance established by the county or any county sheriff or any deputy sheriff of the county.

Animals which are a public nuisance means any animal that:

- (1) Chases and snaps at pedestrians, bicyclists or vehicles;
- (2) Repeatedly turns over garbage pails;
- (3) Repeatedly damages the property of others in such a manner or fashion as to create a public nuisance;
- (4) Any female animal running at large during the erotic stage of copulation; or
- (5) Habitual barkers.
- (6) Any domesticated animal that soils or defiles private or public property.

Owner means any person, group of persons, firm, partnership or corporation owning, keeping, having charge of, sheltering, feeding, harboring or taking care of any animal. The owner is responsible for the care, actions, and behavior of vicious and destructive animals.

Stray animals means any animal that is wandering at large or lost and does not have an owner or one who appears to be wandering at large and is not claimed by any persons.

Vicious animal means any animal that has:

- (1) Made an unprovoked attack on any human whether it be by biting or otherwise;
- (2) In any manner caused abrasions or cuts of the skin on a human; or
- (3) Attacked or attacks humans, farm stock or other animals.

(Ord. No. 165, § 2, 4-7-2008; Amd. of 5-21-2012; Ord. of 6-2-2014(2).)

Sec. 4-2. - Penalty.

Any owner, as defined in section 4-1, who violates any provision of this chapter, shall be guilty of a misdemeanor and shall be fined no more than \$50.00, nor imprisoned for more than 30 days, at the court's discretion.

(Ord. No. 165, § 14, 4-7-2008)

Sec. 4-3. - Duties of animal control officer.

The county animal control officer or his duly appointed assistant shall be charged with the responsibility of:

- (1) Enforcing in the county all state or county laws, ordinances, and resolutions relating to animals or to the care, custody, and control of animals;
- (2) Duties of animal control officer. Cooperating with the county sheriff and assisting in the enforcement of the state laws with regard to animals and especially with regard to dogs and cats and the confinement or leashing of vicious and destructive animals; and
- (3) Operating pursuant to the policies of the board of county commissioners.

(Ord. No. 165, § 1, 4-7-2008; Ord. of 4-6-2015(2).)

Sec. 4-4. - Keeping stray animals.

It shall be unlawful for any person in the county knowing and intentionally to harbor, feed, keep in possession by confinement or otherwise, any animal which does not belong to him, without the permission of the owner, unless he has within 24 hours from the time such animal came into his possession, notified the animal control officer.

(Ord. No. 165, § 3, 4-7-2008)

Sec. 4-5. - Rabies vaccination required.

All dogs and cats over four months of age running a large must display a current rabies tag, issued by a licensed veterinarian or rabies inspector.

(Ord. No. 165, § 4, 4-7-2008)

Sec. 4-6. - Rabies vaccination and control.

- (a) *Duties of the owner in case of bite.* Every animal which has bitten anyone or which shows symptoms of rabies shall be confined, such facts shall immediately be reported to the animal control officer by its owner or person having the animal in charge, and there upon shall be securely quarantined at the animal control officer's direction for a period of ten days, and shall not be released from such quarantine, except by written permission of the animal control officer. The biting animal and its records of vaccination and registration shall be inspected by the animal control officer who will then observe the following policy:

- (1) A properly vaccinated animal may be confined on the owner's premises; provided,

however, that an animal control officer determines that the owner has an adequate means of confinement upon his own premises and the animal is subject to observation by the officer at any time during the ten-day period;

- (2) An animal not properly vaccinated, belonging to an owner, shall immediately be confined in the county animal shelter, or an animal hospital, in which case the expense shall be borne by the owner for the ten-day period of confinement. The animal shall not be vaccinated during confinement; and
 - (3) A stray animal shall be immediately confined to the county animal shelter for a ten-day period.
- (b) *Surrender for quarantine required on demand.* Except as provided in subsection (a) of this section, when any animal has bitten a human, it shall be unlawful for the owner of the animal to refuse an investigation by the animal control officer. The animal control officer shall have the authority to place said animal in supervised quarantine at a place of his choosing. If rabies does not develop within ten days, the animal may be reclaimed upon payment of \$2.00 per day for feeding, applicable shelter fees and upon the owner's having the animal properly vaccinated.
- (c) *Rabies diagnosed.* If an animal dies while under observation from rabies, then the head of such animal shall be submitted to the county health department for shipment to the state laboratory of hygiene for diagnosis.
- (d) *Killing or release of animal under observation prohibited.* It shall be unlawful for any person to kill or release an animal under observation for rabies, any animal suspected of having been exposed to rabies, or any animal biting a human, or to remove such animal from the county without written permission from the animal control officer.
- (e) *Surrender of dead animal.* The carcass of any dead animal exposed to rabies shall be surrendered to the animal control officer. The head of such animal shall be submitted to the county health department for shipment to the state laboratory of hygiene for diagnosis.
- (f) *Failure or refusal prohibited.* It shall be unlawful for any person to fail or refuse to surrender any animal for quarantine or destruction as required herein when demand is made therefore by the animal control officer.

(Ord. No. 165, § 5, 4-7-2008)

Sec. 4-7. - Vicious animals.

It shall be unlawful for any person to permit his animal to run at large if such animal is vicious or has in the past been deemed vicious by a county animal control officer. In such cases, the owner of such animal or person harboring such animal, shall not permit such animal to leave the premises on which it is kept, unless it is on a leash and in the care of a responsible person. In the event of injuries caused by the vicious animal, the animal's owner shall be liable as provided by law.

(Ord. No. 165, § 6, 4-7-2008)

Sec. 4-8. - Animals that are public nuisance.

- (a) It shall be unlawful for any person to permit his animal to run at large if such animal has been deemed a public nuisance in writing by a county animal control officer. In such cases, the owner must keep the animal on his property at all times unless the animal is effectively leashed and under the control of a competent person.
- (b) It shall be unlawful for any person to permit his animal to habitually bark for an unreasonable length of time or to bark at night and constantly annoy the public.
- (c) It shall be unlawful for any person while harboring, walking, riding, in possession of or in charge of, a dog, horse, or other domesticated animal, on public property or public right of way, or any private property without the permission of the private property owner, to allow their animal to soil or defile said property. Every owner shall have in his or her possession a bag or other container that closes, which is suitable for removing feces deposited by the animal. For horses or other large domesticated animals, the animal must be equipped with a manure catcher to immediately prevent manure from soiling or defiling above referenced locations, if requested to do so by a member of the county sheriff's department.

(Ord. No. 165, § 7, 4-7-2008; Amd. of 5-21-2012; Ord. of 6-2-2014(2).)

Sec. 4-9. - Impounding.

Any animal, which appears to be lost, strayed, unwanted or has been designated as vicious or a public nuisance and found running at large shall be confined in the animal shelter in a humane manner for a period of no less than five working days (excluding Saturdays, Sundays and holidays) for redemption by the owner.

- (1) *Placement or destruction.* If an impounded animal is not redeemed by the owner within five working days it may be taken by any responsible adult not associated with the shelter who is willing to comply with these animal control laws. An animal not redeemed within five days, exclusive of Saturdays, Sundays, and holidays, after being taken into custody, may be placed in a new home. An animal not redeemed by the owner or taken by a responsible adult may be destroyed in a humane manner by the animal control officer after the passage of five-working days (excluding Saturdays, Sundays, and holidays).
- (2) *Notifying owner.* Immediately upon impounding an animal, the animal control officer shall make a reasonable effort to notify the owner, and inform such owner of the conditions whereby the animal may be redeemed.
- (3) *Suspected rabies.* Animals impounded which have been bitten by a rabid animal or

appear to be suffering from rabies shall not be redeemed or sold, but shall be dealt with as provided herein.

- (4) *Other diseased or injured animals.* Where any animal impounded is badly wounded or diseased (not a rabies suspect) and has no identification the animal control officer shall attempt to notify the owner before disposing of such animal. If the owner cannot be readily reached, and the animal is suffering, the animal control officer may destroy the animal at his discretion in a humane manner.
- (5) *Vicious animals.* An animal control officer may destroy any vicious animal after he has made a reasonable attempt to place the animal in his control.

(Ord. No. 165, § 8, 4-7-2008)

Sec. 4-10. - Redemption procedure.

- (a) When any animal has been impounded at the animal shelter, notice thereof shall be given to the owner. The owner shall be entitled to resume possession of the animal, except as already provided for certain animals, upon compliance with the provisions of this chapter and the payment of any shelter and administrative fees incurred.
 - (1) The fees shall be as follows:
 - a. County administrative fees: \$35.00; and
 - b. Shelter fees: as set by the board of commissioners from time to time and posted at the kennel.
 - (2) The funds are to be paid to the county.
- (b) Unvaccinated dogs and cats must be vaccinated for rabies and the costs paid by the owner before being released. Dogs or cats impounded more than once within a year-period shall be neutered and any cost paid by the owner before being released.

(Ord. No. 165, § 9, 4-7-2008)

Sec. 4-11. - Abandonment.

It shall be a violation of this chapter for any person to abandon any animal in the county.

(Ord. No. 165, § 10, 4-7-2008)

Sec. 4-12. - Feeding stray animals.

It shall be a violation of this chapter to feed any dog that appears to be a stray or lost dog off one's own premises. Strays are to be reported to the animal control center.

(Ord. No. 165, § 11, 4-7-2008)

Sec. 4-13. - Exemptions.

Hospitals, clinics and other premises operated by licensed veterinarians for the care and treatment of animals are exempt from the provision of this chapter.

(Ord. No. 165, § 12, 4-7-2008)

Sec. 4-14. - Kennel constructions.

- (a) It shall be a violation of this chapter to construct, or permit to be constructed, a dog kennel for any type of impoundment that confines dogs, whether on one's premises or not that has the capacity to house or contain more than four dogs, unless such structure is located no closer than 500 feet from the nearest residence or business occupied by a person other than the owner of such structure.
- (b) No commercial dog kennel shall be located within 1,000 feet of the nearest residence or business occupied by a person other than the owner of such structure.

(Ord. No. 165, § 13, 4-7-2008)

Sec. 4-15. - Citizen prosecution.

Nothing in this chapter shall prevent a private citizen from attempting to prosecute a violation of this chapter in either civil or criminal courts.

(Ord. No. 165, § 16, 4-7-2008)

Sec. 4-16. - Determination of a potentially dangerous dog.

- (a) The county sheriff or a county deputy sheriff is hereby designated as the person responsible for determining when a dog is a potentially dangerous dog.
- (b) The county manager is hereby designated as the authority to hear any appeal from a determination made as to whether a dog is a potentially dangerous dog.

(Res. of 4-7-2008; Ord. of 4-6-2015(2))

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

Meeting Date: March 2, 2020
Presenter: Kris Cahoon Noble
Attachment: Yes Draft Ordinance

ITEM TITLE: Proposed Draft Solar Energy Facilities Ordinance

SUMMARY:

Hyde County currently has no Solar Energy Facilities Ordinance. While there is a fee schedule for Building Inspections fees there is no ordinance regulating the construction. Attached is a draft ordinance for review.

RECOMMEND: Discuss the ordinance and a plan for amendment and adoption on an ordinance at the April BOC meeting.

MOTION MADE BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

VOTE: PUGH
 SIMMONS
 PAHL
 SWINDELL
 TOPPING

Hyde County, North Carolina

Solar Energy Facilities Ordinance

Section 1. Current local Ordinance repealed.

The Hyde County “Moratorium on Solar Development”, which was adopted on _____, is hereby repealed in its entirety and replaced with this Ordinance.

Section 2. Purpose

The purposes for which this “Solar Energy Facilities” Ordinance is passed are as follows:

- 2.1. To facilitate the siting, construction, installation and operation of solar energy facilities in Hyde County in a manner that ensures the protection of the health, safety and general welfare of its citizens, while also avoiding adverse impacts to adjacent land uses and property owners.
- 2.2. To protect and enhance the economic viability and interests of the citizens and residents of Hyde County who have made substantial financial investments in homes, businesses, and industry in Hyde County.
- 2.3. To preserve the dignity and aesthetic quality of the environment of Hyde County.
- 2.4. To preserve the physical integrity of land in close proximity to residential areas.
- 2.5. This Ordinance is not intended to abridge safety, health or environmental regulations contained in other applicable codes, standards, or ordinances. The provisions of this ordinance shall not be deemed to nullify any provisions of any state or federal law.
- 2.6. This Ordinance does not address residential solar use, or a small solar array that is on a farm or other business, exclusively for onsite energy usage.

Section 3. Authority

This Ordinance is hereby adopted under the authority and provisions of the General Statutes of the State of North Carolina, Chapter 153A, Article 18, Part 3.

Section 4. Permit Required

Solar Energy Facilities shall be subject to the requirements and permitting process of this Ordinance, in addition to other applicable local, state, and federal laws. This Ordinance shall

apply to all areas of Hyde County except those lands lying within the jurisdiction of any municipality, unless such municipality formally requests the County to enforce these regulations within the municipality's area of jurisdiction.

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Solar Energy Facilities must obtain a Development Permit from the Planning Department prior to applying for Building Permits from the Inspections Department, in accordance with the procedures outlined in this Ordinance.

Section 5. Definitions

As used in this Ordinance, the following terms shall have the meanings indicated. Words not defined in this Ordinance shall be given their ordinary and common meaning.

Abandonment: Any Solar Energy Facility that ceases to produce energy on a continuous basis for twelve (12) months will be considered abandoned.

Accessory Equipment: Any equipment serving or being used in conjunction with a SEF. The term includes utility or transmission equipment, power supplies, generators, batteries, equipment buildings, and storage sheds, shelters, or similar structures.

Building: Any structure having a roof supported by columns or walls, and designated or intended for the shelter, support, enclosure or protection of persons, animals or chattels.¶¶

~~**Concentrated Solar Power (CSP):** See Thermal Solar Conversion.¶¶~~

Conservation Area: Such areas include natural areas protected by law, such as wetlands that meet the definition in the Clean Water Act 33 USC Sec. 1251 et seq.; shoreland areas; water bodies; riparian buffers; populations of endangered or threatened species, or habitat for such species; archaeological sites, cemeteries, and burial grounds; important historic sites; other significant natural features and scenic viewsheds; and existing trails or corridors that connect the tract to neighboring areas.

Decommissioning Plan: A document that details the planned shut down and removal of a Solar Energy Facility from operation or use.¶¶

~~**Electrical Transmission Tower:** A tall structure, usually a steel lattice tower, which was set up for the purpose of transmitting and receiving power, and is used to support high voltage overhead power lines.¶¶~~

¶¶

~~**Fence:** A continuous barrier extending from the surface of the ground to a uniform height of not less than six (6) feet from the ground at any given point, constructed of chain link.¶¶~~

¶¶

~~**Gate:** A door or other device attached to a fence which, when opened, provides a means of ingress and egress of persons and things for which it was intended, and which, when closed, forms a continuous barrier as part of the fence to which it is~~

~~attached.~~ ¶

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Improved Area: Area containing perimeter fencing, solar panels, electrical inverters, storage buildings and access roads.

Photovoltaic Solar Conversion (PV): An active solar energy system in which sunlight is converted directly into electricity through the photovoltaic process of converting light (photons) into electricity (voltage).

Property Owner: The person(s), entity, or company having fee simple ownership of the property where the Solar Energy Facility is located.

Protected Building. All residential, commercial and institutional buildings within three hundred (300) feet of a Solar Energy Facility, excluding accessory buildings such as storage sheds.

Public Road: Any road or highway which is now or hereafter maintained by the North Carolina Dept. of Transportation as part of the State Highway System. Setbacks for improved areas shall be measured from the back of the road right-of-way.

Repair: The replacement of existing work with the same kind of material used in the existing work, not including additional work that would change the structural safety of the structure or that would affect or change required existing facilities, or that would be in violation of a provision of law or this local Ordinance. The term “Repair” shall not apply to any change in construction.

Residence: A building used as a dwelling for one or more families or persons.

SEF Owner / SEF Operator: The person(s), entity, or company that engages in or runs a Solar Energy Facility.

Solar Array: An active solar energy system that converts sunlight into electricity using ~~either Thermal or~~ Photovoltaic methods. Such a system has multiple solar collectors, and might include transformers, generators, batteries, and other appurtenant structures and/or facilities.

Solar Collector or Solar Panel: A device that converts sunlight into electricity using either Thermal or Photovoltaic methods.

Solar Energy Facility: A commercial electricity generating facility (~~PV or CSP~~), the primary purpose of which is to supply electricity. This consists of one or more solar arrays and other accessory structures, equipment, and buildings, including substations, battery storage, electrical infrastructure, generators, transmission lines, and other appurtenant structures and/or facilities. Also known as “Solar Farms”.

State: The State of North Carolina. ¶

~~**Thermal Solar Conversion:** An active solar energy system that converts sunlight into~~

~~electricity by using mirrors or lenses to collect and concentrate heat to a small area in order to drive a heat engine, usually a conventional steam generator. For a commercial application this is called Concentrated Solar Power (CSP).~~ ¶

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¶
~~**Utility Pole:** A structure owned and/or operated by a public utility, municipality, electric membership corporation, or rural electric cooperative that is designed specifically for and used to carry lines, cables, or wires for telephone, cable television, or electricity, or to provide lighting.~~ ¶

Section 6. Permit Requirements

6.1. General. Before a Building Permit may be submitted for an SEF, a Solar Energy Facility Development Permit must first be approved by the Planning Board.

6.2 Permit Application. Throughout the permit process, the Applicant shall promptly notify the County Planner of any changes to the information contained in the permit application. Changes that do not materially alter the initial site plan may be administratively accepted. The completed application for a SEF shall ~~consist of an electronic filing, or eight (8) paper copies, which~~ contain at least the following:

6.2(A) Summary. A narrative overview of the SEF, including its generating capacity.

6.2(B) Inventory. A tabulation describing the:

1. Number, specifications and type of each proposed solar array, including their generating capacity.
2. Dimensions and respective manufacturers.
3. Accessory buildings and accessory equipment.

6.2(C) Vicinity Map. Identification of the property on which the proposed SEF will be located. Sketch vicinity map showing relationship between SEF and the surrounding area.

6.2(D) Site Plan. A plan which shows all of the following:

1. Planned location of each solar array.
2. All property lines within 300 feet of the property lines of the proposed site.
3. Each array's setback distance from the closest SEF boundary, the setback of improved areas from each property line, and the separation distance between the SEF boundary and each protected building, as identified in Section 7.1.
4. Access road and turnout locations.
5. Substation(s) and accessory equipment, accessory buildings, and structures.
6. Electrical cabling from the SEF to the substation(s), and from the substation(s) to where the electricity will leave the site, and associated transmission lines.
7. Location of any underground power lines on the site.
8. Conservation areas, including natural areas protected by law, such as wetlands that meet the definition in the Clean Water Act; shoreland areas; water bodies; riparian buffers; populations of endangered or threatened species (federal or state), or habitat for such species; flyways; archaeological sites; cemeteries, and

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burial grounds; important local historic sites; existing healthy, native forests consisting of at least one acre of contiguous area; other significant natural features and scenic view sheds; existing trails or corridors that connect the tract to neighboring areas.

9. Location and width of any driveways or private roads serving the SEF.
10. A landscaping and fencing plan that shows proposed screening and buffering of the improved area, including all arrays, buildings, and other accessory buildings or accessory equipment on the site. This shall include the size, location, spacing and species of required evergreen bushes, as identified in Sections 7.2 - 7.3.

6.2(E) Misc. The applicant shall provide the following information to the Planning Board:

1. Certification that the proposal is for an International Electrical Congress (IEC) solar array that is designed to meet all North Carolina Building Codes.
2. Certification that the solar arrays pass the Environmental Protection Agency's Toxicity Characteristic Leaching Procedure (TLCP) test.
3. Signed copies of all original leases/easements and agreements for the SEF.
4. Copies of any required state and federal permits, licenses, etc. This shall include permits and/or approvals issued by the North Carolina Utilities Commission. **In the case that such permits have yet to be issued, then the Applicant shall provide a listing of all required permits and their current status.**
5. Other relevant studies, reports, certifications, and approvals as may be reasonably requested by the Planning Board to ensure compliance with this Ordinance.

6.2(F) Maintenance Plan.

1. **Equipment Inspections and Maintenance.** The Applicant shall detail inspection and maintenance procedures that will be taken to keep the SEF operating quietly, efficiently, and not polluting land, water, or air.
2. **Fence Maintenance.** The Applicant shall detail inspection and maintenance procedures that will be taken to keep fencing and gates in good condition until the facility is decommissioned.
3. **Landscaping.** The Applicant shall detail inspection and maintenance procedures that will be taken to keep the required vegetative buffer and planting area maintained, including keeping vegetation healthy, neat and orderly in appearance, and free of litter and debris. The Applicant shall detail maintenance procedures for keeping grasses or other ground cover trimmed or mowed, **unless wash stone or similar material is used as ground cover.**
4. **Road Maintenance.** The Applicant shall detail inspection and maintenance procedures that will be taken to keep private roads and driveways serving the SEF graded, ~~free of potholes~~, and passable ~~in all weather~~.

6.3(G) Abandonment and Decommissioning Plan.

1. **Abandonment.** An SEF that ceases to produce energy on a continuous basis for twelve (12) months will be considered abandoned unless the current responsible party (or parties) with ownership interest in the SEF provide substantial evidence (updated

every 6 months after 12 months of no energy production) to the County Planner of the intent to maintain and reinstate the operation of that facility. It is the responsibility of the responsible party (or parties) to remove all equipment and facilities and restore the parcel to its condition prior to development of the SEF:

- a. Upon determination of abandonment, the County Planner shall notify the party (or parties) responsible they must remove the SEF and restore the site to its condition prior to development of the SEF within 365 days of notice by the County Planner.
 - b. If the responsible party (or parties) fails to comply, the County Planner may remove the SEF, sell any removed materials, and restore the site to the condition it was in prior to development of the SEF, using the Performance Guarantee provided by subsection 3 below. If necessary, the County Planner may initiate judicial proceedings or take any other steps legally authorized against the responsible parties to recover the costs required to remove the SEF and restore the site to a condition prior to development.
2. **Decommissioning Plan.** A Decommissioning Plan signed by the party responsible for decommissioning and the property owner addressing the following shall be submitted with the Permit Application:
- a. Anticipated life of the SEF.
 - b. Defined conditions upon which decommissioning will be initiated (i.e. end of land lease, no power production for 12 months, etc.)
 - c. Removal of all non-utility owned equipment, conduit, structures, fencing, solar panels, roads, and foundations.
 - d. Restoration of property to condition prior to development of the SEF.
 - e. **Estimated** ~~Timeframe~~ for completion of decommissioning activities **based on current industry practices**, not to exceed one year.
 - f. Description and copy of any lease or any other agreement with the property owner regarding decommissioning.
 - g. Name and address of person or party responsible for decommissioning.
 - h. Plans and schedule for updating the Decommissioning Plan.
 - i. ~~A verifiable means of determining if the decommissioning plan needs to be activated due to cessation of use for 365 days, such as a letter from the electric utility stating that it will notify the Planning Department within ten (10) business days if electricity is not received from an array within the SEF for 365 days.~~
 - j. ~~Before final Solar Energy Facility Development-Building Permit is issued, provide evidence that the Decommissioning Plan was recorded with the Register of Deeds to the County Planner or his/her designee.~~
 - k. Estimated decommissioning costs including contingency costs of at least 25% (in current dollars), as provided by an appropriately experienced, North Carolina licensed Engineer, under seal.
3. **Performance Guarantee.** Prior to the issuance of a Solar Energy Facility ~~Development-Building~~ Permit, the Applicant must provide the county with a form of surety equal to 125 percent of the entire cost of decommissioning **net salvage value** under the plan, as estimated by a North Carolina licensed Engineer under seal, approved by the County Manager and County Attorney, either through cash, a surety

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performance bond, irrevocable letter of credit, or other instrument readily convertible into cash at face value, either with the County or in escrow with a financial institution designated as an official depository of the County. Surety performance bonds must renew automatically, include a minimum 90-day notice to the County prior to cancellation, and be from a company on the U.S. Department of Treasury's Listing of Certified Companies. Irrevocable letters of credit must be for the entire estimated life of the SEF.

This surety shall be retained by the County to cover the cost of the decommissioning requirements herein. Following initial submittal of the surety, the cost calculation for decommissioning shall be reviewed every ~~five-ten~~ (105) years, and adjusted accordingly based upon an updated estimate of a North Carolina licensed Engineer under seal, of the estimated decommissioning costs. Failure to comply with any requirement of this section shall result in the immediate termination and revocation of all prior approvals and permits; further, the County shall be entitled to make immediate demand upon, and/or retain any proceeds of, the surety, which shall be used for decommissioning and/or removal of the Solar Energy Facility, even if still operational.

Performance guarantee requirements under this Section 3 may be conditionally waived by the County, if the Applicant sufficiently demonstrates that decommissioning surety has been provided to the Property Owner, and/or that the Applicant has met all decommissioning rules and requirements as developed by the North Carolina Environmental Management Commission under North Carolina House Bill 329.

Section 7. Design Standards.

- 7.1 Setback and Separation Requirements.** The fence which secures the SEFs improved areas shall be setback at least ~~one hundred thirty~~ (30100) feet from all property lines and all public rights-of-way. Solar arrays and other equipment shall be setback at least ~~twenty-five~~ (2515) feet from the interior fence line of the SEF. SEFs shall be separated by a minimum distance of ~~three-one~~ hundred (300100) feet from all residential, commercial, and institutional buildings, with the exception of accessory buildings such as storage sheds. Such minimum setbacks for a SEF shall be measured from the required fence of the facility.

The property owner of an affected building may, for itself but not on behalf of another protected building, waive all or any portion of the separation requirements set forth herein. The one hundred (100) foot setback distance from all property lines and all public rights-of-way would still apply in the event of a waiver. Said waiver shall be in writing and shall be in the form of an easement, with the SEF as the servient estate and the protected building as the dominant estate. The waiver/easement shall state any conditions or site plan modifications to the regulated use mutually agreed upon by the SEF, the owner of the protected building, and the County Planner as consideration for the granting of the easement. In no event shall

any conditions or site plan modifications decrease the SEFs responsibilities under this Ordinance. The waiver shall be signed and acknowledged by the record owners of the fee interest of the protected building and by the owner of the fee interest of the SEF, and, if different, by all of the property owners of the property on which the SEF is located. The waiver shall further be signed by the County Planner, whose signature shall serve as a certification that the requirements of this subsection have been met.

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Following recordation in the Hyde County Register of Deeds, the separation requirements of this subsection between said protected building and the SEF shall be deemed amended to conform to the provisions of the waiver. The easement granted by said waiver shall be appurtenant to and run with the land and shall be binding on the parties, their heirs, successors, and assigns; provided, that the same shall by its express provisions terminate at such time as the SEF ceases to have a valid Development Permit for the operation of the SEF which is the subject of the waiver.

7.2 Fencing. A fence shall be required around the entire perimeter of the SEF to secure its improved areas. The location of the fence shall ~~be determined by~~ conform to the required setbacks and separation requirements outlined in Section 7.1. All solar arrays and other equipment must be located inside the required fence. The fence must be a minimum of six (6) feet in height ~~and shall be constructed of chain link. Angled barbed wire shall run along the top of the fence for the entire perimeter of the fence for security purposes.~~ The gate for ingress and egress to the SEF must be locked for security purposes.

7.3 Vegetative Buffer. A vegetative buffer shall be a conditional requirement based on the adjacent land use, to be imposed by the county. If a vegetative buffer is deemed required, ~~The vegetative buffer~~ it shall be installed in front of the fence within the required setback of the SEF for the entire perimeter of the SEF. The vegetative buffer shall consist of a row of evergreen bushes, planted no more than eight (8) feet apart, which are at least six (6) feet tall at the time of planting, which will reach at maturity a minimum height of fifteen (15) feet within three (3) years of planting. The bushes may be trimmed, but to no lower than a height of fifteen (15) feet.

The evergreen bushes must provide full screening from two (2) feet above ground level to the required fifteen (15) foot height. The evergreen bushes must grow to a minimum of eight (8) feet in width at the base, or the spacing between bushes must be reduced.

The evergreen bushes should be installed according to established planting techniques, including establishing a well-prepared planting area. The vegetative buffer must be maintained, including keeping vegetation healthy, neat and orderly in appearance, and free of litter and debris. Species native to Eastern North Carolina are recommended. Where adequate vegetative screening exists on the parcel where the SEF is located, the existing vegetative buffer may be used to satisfy the requirements of this Section, with the approval of the Planning Board.

7.4 **Ground cover.** ~~Either s~~Soil with adequate vegetative cover, or wash stone (or similar material) must be maintained under and around the panels in order to reduce runoff and erosion. Native grasses and wildflowers are encouraged to be used as ground cover for the SEF. Benefits of using native grasses and wildflowers include improved erosion control, pesticide avoidance, stormwater infiltration, wildlife habitat, and reduced overall maintenance. In addition, native flowering plants provide a food source and habitat for wild native bees. Promoting habitat for native bees and other pollinators can have a positive ecological impact on disturbed sites, as well as, a positive economic impact on neighboring insect pollinated crops. Once established, these naturalized meadows are more drought tolerant and require little to no fertilization. See the NC Wildlife Resources Commission's publication titled, "Recommendations for Establishing Native Pollinator Habitat on Solar Farms in North Carolina" for more details.

7.5 **Environmental Impacts.** ~~SEFs Permits are conditional upon the SEF must-~~meeting all requirements of the State of North Carolina and the federal government, and provide copies of all required state and federal permits, including but not limited to:

- Stormwater Permit from the NC Dept. of Environmental Quality
- Erosion and Sedimentation Control Permit from the NC Dept. of Environmental Quality
- Certificate of Public Convenience and Necessity from the NC Utilities Commission
- Section 404 Wetlands Permit from US Army Corps of Engineers, where applicable

7.6 **Roads.** The minimum right-of-way width of private roads and driveways serving the SEF shall be ~~fifty-twenty-five (5025)~~ 50 feet. Private roads and driveways shall be constructed to meet all of the North Carolina Department of Transportation's (NC DOT) design standards, except for applying crushed stone for paving. A Driveway Permit must be obtained from NC DOT, and a copy of said permits shall be provided to the Planning Board. The SEF Owner shall be responsible for road maintenance, including keeping roads and driveways serving the SEF graded, ~~free of potholes,~~ and passable ~~in all weather.~~

7.7 **Lighting and Electrical Emissions.** The design and construction of SEFs shall not produce light emissions, either direct or indirect (reflective), that would interfere with pilot vision and/or traffic control operations as stated in the most recent Air Installation Compatible Use Zone (AICUZ) report, as well as low level military training routes as then utilized by any branch of the US Department of Defense. The design and construction of SEFs shall not produce electrical emissions that would interfere with aircraft communication systems or navigation equipment as stated in the most recent AICUZ report, as well as low level military training routes as then utilized by any branch of the US Dept. of Defense.

7.8 **Power Lines.** On site power lines between solar panels and inverters ~~shall be placed underground and~~ must meet all requirements of the North Carolina Electrical Code.

- DRAFT**
- 7.9 **Solar Panel Height.** The height of solar panels shall not exceed ~~the height of the required vegetative buffer, as identified in Section 7.3~~ **twenty (20) feet.**

Section 8. SEF permit fees.

A non-refundable application fee of \$500 shall be submitted with each application for a Solar Energy Development Permit.

Section 9. Planning Board Decision.

- 9.1. **Public Hearing.** The input of local citizens shall be solicited by the Planning Board in at least one (1) public hearing on the Permit Application.
- 9.2. **Approval.** In order for the Planning Board to grant a Solar Energy Facility Development Permit, all the requirements of this Ordinance must be satisfied. The Planning Board shall have the authority to decide, based on majority vote, whether to grant approval of a Solar Energy Facility Development Permit.
- 9.3. **Expiration of Approval.** A Solar Energy Facility Development Permit shall expire if construction has not begun within 365 days of issuance of the permit. A Solar Energy Facility Development Permit shall automatically expire if there are any changes in ownership, cessation of the corporation, partnership or transfer to another person. In this case, the new SEF owner(s) shall have sixty (60) days to submit a new Permit Application meeting the requirements of Section 6 of this Ordinance.

Section 10. Appeals.

- 10.1. **Ability to Appeal.** Any aggrieved SEF owner or developer may file an appeal to the Hyde County Board of Commissioners relating to the interpretation or application of this Ordinance.
- 10.2. **Time Limit and Notice.** Any appeal must be filed within forty-five (45) days of the decision. Written notice which states the basis or grounds for appeal shall be provided to the Clerk to the Board, or the County Manager.
- 10.3. **Public Meeting.** The appeal shall be heard during a regular meeting of the Board of Commissioners within ninety (90) days of the receipt of the appeal notice.
- 10.4. **Decision.** Appeals shall be decided by majority vote of the Hyde County Board of Commissioners. The Board of Commissioners shall provide a written decision regarding the appeal which includes findings of fact, rationale for the decision, and a summary of evidence or testimony presented. The burden of providing substantial

evidence or testimony is upon the person or entity who filed the appeal.

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Section 11. Variances.

A Variance from the provisions of this Ordinance may be authorized by the Planning Board, provided that all of the following criteria are met:

- A. Unnecessary hardship would result from the strict application of the Ordinance. It shall not be necessary to demonstrate that, in the absence of the Variance, no reasonable use can be made of the property.
- B. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a Variance.
- C. The hardship did not result from actions taken by the applicant or property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a Variance shall not be regarded as a self-created hardship.
- D. The requested Variance is consistent with the spirit, purpose, and intent of the Ordinance, such that public safety is secured, and substantial justice is achieved.

Section 12. Enforcement, Penalties, and Remedies for Violations.

12.1 Enforcement. The enforcement officer shall be the County Planner or his/her designee. The enforcement officer shall review site plans and make appropriate recommendations to the Planning Board. The enforcement officer shall also visit the SEFs regulated by this chapter as needed, and if the facility does not conform to this Ordinance shall discuss with the SEF Owner and/or SEF Operator the steps needed to bring the SEF into compliance. If these steps are not taken, the enforcement officer shall notify the SEF Owner in writing of the steps that must be taken to bring the facility into compliance. If the SEF Owner or SEF Operator still fails to bring the facility into compliance with this Ordinance, the enforcement officer, after consultation with the County Manager, shall initiate the necessary steps to enforce the Ordinance in accordance with Section 12.2 of this Ordinance. The enforcement officer shall also assist the SEF Owners and/or SEF Operators in making plans to comply with this Ordinance.

This Ordinance may be enforced by an appropriate equitable remedy issued from a court of competent jurisdiction. It may be enforced by injunction and order of abatement. The County may apply for a mandatory or prohibitory injunction and order of abatement commanding the violator to correct any unlawful condition upon or cease the unlawful use of the property. The County may request an order of abatement as part of a judgment in the case, and may request the court to close, demolish or remove buildings or other structures or take any other action that is necessary to bring the SEF into compliance with this Ordinance. The Ordinance may be enforced by any one or more of the remedies authorized herein.

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12.2 Violation shall be a misdemeanor. Any person, firm, corporation, or other entity who constructs, maintains or operates, or who controls the maintenance of a SEF in violation of this Ordinance shall be guilty of a misdemeanor and subject to prosecution, and if convicted, shall be punished by a fine not to exceed \$500, or by imprisonment not to exceed 30 days, or both, in the discretion of the court. Each day that said SEF is constructed, maintained or operated in violation of this Ordinance shall constitute a separate and distinct offense.

Section 13. Applicability

This Ordinance shall apply to all SEFs proposed or constructed after its effective date. Modifications to an existing SEF that increases the area by more than twenty (20) percent of the original footprint or changes the solar panel type shall be subject to this Ordinance. This Ordinance shall apply to all areas of Hyde County except those lands lying within the jurisdiction of any municipality, unless such municipality formally requests the County to enforce these regulations within the municipality’s area of jurisdiction.

Section 14. Severability

Should any provision of this Ordinance be declared by any court, administrative body, or board, or any other governmental body or board, to be unconstitutional, invalid, preempted, void, or otherwise inapplicable for any reason, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than the part so decided to be unconstitutional, invalid, preempted, void, or otherwise inapplicable.

Section 15. Adoption

This Ordinance is duly adopted by the Board of Commissioners of Hyde County, North Carolina this day of , 2019.

_____, Chairman

ATTEST
_____, Clerk to the Board

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

			MEETING DATE 3/2/2020		"+" EXP BUDGET	"- " EXP BUDGET
					"- " REV BUDGET	"+ " REV BUDGET
(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT	
11-20	Health - Dept of Justice	need a #	Salaries	\$ 34,900.00		
			FICA	\$ 2,670.00		
			Group Insurance	\$ 4,796.00		
			Retirement	\$ 3,770.00		
			Travel	\$ 18,349.00		
			Equipment	\$ 2,704.00		
			Supplies	\$ 1,491.00		
			Contracts (MTW and BCHD)	\$ 15,473.00		
			Contracts for Peer Support Specialists	\$ 4,291.00		
			Training	\$ 1,860.00		
			Advertising	\$ 11,000.00		
		103480.0033	Health - Revenue		\$	101,304.00
			TOTAL	\$ 101,304.00	\$	101,304.00

Grant funding received from the Department of Justice funds this budget, which is created to hire a Peers Support Specialist (PSS) for the five county region of Hyde, Beaufort, Martin, Tyrrell and Washington. The PSS is responsible for recruiting individuals to provide support to recovering drug addicts. Though this increases the County budget, no local appropriations are needed. The budget will operate through reimbursements made by the DOJ up to the \$101,304.

REQUESTED *Manuel Gibbs* DATE *3-2-20*

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

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE
3/2/2020

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
12-20	General Health	10-5900.5300	Dues & Fees	\$ 600.00	
		10-5900.3200	Office Supplies		\$ 600.00
			TOTAL	\$ 600.00	\$ 600.00

Transferring funds from Office Supplies to Dues & Fees for coverage through year end. Budget is not increased. No local appropriations needed.

REQUESTED Manal Hoss DATE 3-2-20

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

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE
3/2/2020

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	MEETING DATE	
				DEBIT	CREDIT
13-20	Family Planning	10-5950.4600	Medical Supplies	\$ 3,000.00	
		10-5950.3200	Office Supplies	\$ 6,640.00	
		103480.0003	Family Planning Revenue		\$ 9,640.00
TOTAL				\$ 9,640.00	\$ 9,640.00

Additional Title X funding from DHHS for use in Family Planning Program. Funds are being used to purchase needed equipment (exam table, treatment cabinet, storage cart, etc.), purchase incentives, and pay for additional birth control supplies (Nexplanon, condoms, etc.). Budget is increased but no local appropriations are needed.

REQUESTED *Amal G* DATE 3-2-20

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

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE
3/2/2020

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
14-20	Child Health	10-5960.3300	Department Supplies	\$ 2,500.00	
		10-5960.1400	Travel		\$ 1,500.00
		10-5960.7400	Equipment		\$ 1,000.00
			TOTAL	\$ 2,500.00	\$ 2,500.00

Transferring funds from Travel and Equipment to Department Supplies, as State budget has been revised to cover the cost of ADA signage for clinic. Budget is not increased. No local appropriation required.

REQUESTED *Quanaal Gibbs* DATE 3-2-20

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

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020 BUDGET REVISIONS

MEETING DATE
3/2/2020

"+" EXP BUDGET	"- " EXP BUDGET
"- " REV BUDGET	"+" REV BUDGET

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
16-20	Adult Health	10-5890.4500	Contract Nurse Practitioner	\$ 7,875.00	
		10-5890.0200	Salaries		\$ 6,600.00
		10-5890.0500	FICA		\$ 500.00
		10-5890.0600	Group Insurance		\$ 775.00
			TOTAL	\$ 7,875.00	\$ 7,875.00

Transferring funding to cover contract nurse practitioner services as salaried nurse practitioner is working a reduced schedule. Budget is not increased. No local appropriations needed.

REQUESTED *Quana Gibbs* DATE *3-2-20*

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

Meeting Date: March 2, 2020
Presenter: Chair, Vice-Chair, Commissioners, Manager
Attachment: Yes

ITEM TITLE: MANAGEMENT REPORTS

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

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

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

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

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

RECOMMEND: Receive comments.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 2, 2020
Presenter: Board of Commissioners

ITEM TITLE: CLOSED SESSION

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

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

RECOMMEND: Enter into Closed Session if required.

MOTION MADE BY: ___ PUGH (ENTER) ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	MOTION SECONDED BY: ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	VOTE: ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING
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MOTION MADE BY: ___ PUGH (EXIT) ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	MOTION SECONDED BY: ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	VOTE: ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING
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ACTION TAKEN IN OPEN SESSION:

MOTION MADE BY: ___ PUGH (ACTION) ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	MOTION SECONDED BY: ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING	VOTE: ___ PUGH ___ SIMMONS ___ PAHL ___ SWINDELL ___ TOPPING
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**HYDE COUNTY COOPERATIVE EXTENSION
COMMISSIONER REPORT
February 2020**

FEBRUARY PROGRAMS

Mattamuskeet Opportunities: On January 8, 2020, we held class at the ADAP Center in Fairfield to make homemade pop-tarts. Residents also practiced basic knife cutting skills with a “no-cut” knife, which they were then able to bring home with them.

Mobile Food Pantries: We began disseminating food pantry recipe cards this month! For the CSFT pantry for senior citizens, 81 cards for using ripe fruit to make oatmeal were handed out with boxes picked up. Rolled oats was one item residents were given in their boxes this month. The three mobile food pantries will receive recipe cards for sweet potato pancakes this month.

Steps to Health Programming: 8-9 week curriculums (once per week) began mid-February – two 3rd grade classes during school day and four Kids Club classes during 21st Century after school program (5th grade, 4th grade, 2nd/3rd grades, and K/1st grades). We have begun taste tests in 3rd grade in-class with some new foods, and students are excited to try different fruits and veggies this week! Kids Club started last week, and their first taste test will be this week with fruit-infused waters.

Road Show Production Meetings

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

February 4 – Fairfield Pest Management Meeting (55 attendees) and V Training (34 attendees)
February 5 – Columbia Agronomic Road Show – 50 attendees

Blackland Cotton Production Meeting – Approximately 55 people attended the cotton meeting on February 12 at the Ponzer Community Building.

Auxin Stewardship Training – Approximately 75 people attended this required training on February 12 at the Ponzer Community Building.

EPA Approved Paraquat Training – Approximately 50 people attended and received their paraquat certification on February 12 at the Ponzer Community Building

Farm Health & Safety Program – 90 people attended the program at Carawan Farms in Swan Quarter on February 13th. Attendees learned about dangers on the farm and how to make their farm a safer place. Hyde County farmer, Demock Mann, was involved in a serious farm accident last year. Demock and his wife, Mary-Beth shared how the accident has affected their lives. This program was very impactful!

Juvenile Crime Prevention Council (JCPC): Mary-Beth Mann is off to a great start as the new JCPC Coordinator of the H.Y.D.E Kids program. The program is at full capacity (15 youth) that is serving youth grades 3rd-5th at Mattamuskeet Elementary School. The first group meeting was held on February 12, 2020 and they learned about mathematical fractions using pizzas and additional toppings.

4-H Club Update: Hyde County 4-H has started back Shooting Sports practice as they prepare for their regional Youth Hunter Education Safety Team tournament. The tournament will be held in Columbia, NC at the Eastern 4-H Center. The team will be having new volunteers to be trained as Range Safety Officers on February 25, 2020 in Columbia, NC as well.

The Growing Chefs clubs has continued hosting meetings at the teaching kitchen of Hyde County Cooperative Extension. Macy Williams had done a phenomenal job creating a fun and creative cooking atmosphere for 4-H'ers! They are learning valuable life skills in the area of food safety, preparation, and teamwork.

The 4-H Fishing Team, Reeling in Leaders, will be set to begin possibly by mid-March along with the ATV Safety Team. Youth ages 12 and older will be eligible to join these two clubs and younger youth will be able to sign up as mentees of the program.

The Clover Quest pilot program is going great for our 4-H Cloverbuds (5-7 years old). They are studying various objectives that will help enhance life skills, interpersonal skills, teamwork, and personal confidence. We look forward to possibly offering this as a 4-H Club in the near future.

4-H Teen Council: Hyde County 4-H will begin our teen council with over 12+ youth beginning in mid-March. The group will serve as the primary leaders for the Teen Court program in Hyde County. Their responsibilities will be to help assist the 4-H Agent with the direction of the program, planning specific events, and leading the Teen Volunteer program.

UPCOMING EVENTS

- **Extension & Community Association meeting:** February 27, 2020 at the Senior Citizens Center
- **Northeast District 4-H Teen Retreat** – February 28th – March 1st, 2020
- **Private Pesticide Applicator Exam** - Fairfield Volunteer Fire Department: March 3, 2020 10:00 am
- **4-H Livestock Show and Sale – Hog Pickup** – March 9, 2020
- **4-H March Institutes** – March 10th – 12th, 2020
- **NCAE4-HA Spring Meeting** – March 11, 2020
- **Safe Plates Training:** March 9-10 & 16, 2020 – Co-teaching with Washington County's CED/FCS Agent, who has already been teaching this program, part of required training.
- **Partnerships to Improve Community Health (Northeastern NC Partnership for Public Health) meeting:** March 13, 2020
- **District 1 YHEST Tournament** – March 28, 2020
- **FCS March Institutes:** March 17-19, 2020 in Raleigh for FCS-related trainings
- **Head Start meeting with HCHD WIC-representative:** Rescheduled.
- **EPA Approved Paraquat Trainings**

Human Resources Dept. Report – March 2020:

- Verified information for vacation/sick leave for employees
- Completed monthly payroll
- Completed and processed monthly vouchers to pay employees' insurances, tax garnishments, child support payments, retirement, etc.
- Daily Tasks - Directed employees as necessary concerning hours worked, salary, insurance, benefits, retirement, deposit changes, etc.
- Compiled Human Resources newsletter for employees
- Attended Commissioners' monthly meeting
- Scheduled drug testing for employees for 1st quarter of year and new safety sensitive employees.
- Enrolled five new full-time and two part-time employees
- Compiled data for FEMA – Hurricane Florence
- Generated two workers comp claims
- Completed spreadsheets and compiled data for FEMA – Hurricane Dorian

Respectively submitted,

Tammy Blake

July thru December	2019		2019		Jan-20		2020	
	<u>Mainland</u>	<u>Ocracoke</u>	<u>Dorian</u>	<u>Dorian Cost</u>	<u>Mainland</u>	<u>Ocracoke</u>		
No. Permits Issued								
Residential:	5	1			0	0	0	
Commercial:	0	0			0	0	0	
Other:	90	265	247	20,685.00	18	47		

<u>Inspections</u>	<u>Mainland</u>	<u>Ocracoke</u>		<u>Mainland</u>	<u>Ocracoke</u>
Site Visits	14	8		2	2
Investigations	1	2		0	0
Inspections	142	17		28	13
Conferences	23	6		2	1
ODO/Plan Reviews	1			0	0
School	36			1	0

Fees Collected this Month	\$3,156.38	collected	6 mnths	\$1,784.50	Collected	Over/Under
Building Permit Fees Collected			New Residential/Commercial Construction			
			Renovations, Docks, Bulkhead, etc	\$ 25,000.00	\$ 19,190.92	\$ 5,809.08
Inspection Fees Collected			Electrical, HVAC, Plumbing, insulation	\$ 25,000.00	\$ 8,395.00	\$ 16,605.00
Penalties Collected				\$ 1,000.00	\$ 1,024.90	\$ (24.90)
Subdivision Fees						
Dumpster Fees					\$ 2,531.80	

Health Department Monthly Summary Report - January 2020

CLINICAL SERVICES	Current Month	Year to Date
Family Planning	14	14
Maternal Health	10	10
Adult Health: Wellness/Primary Care/Chronic Disease	82	82
BCCCP	5	5
Immunizations	4	4
Seasonal Flu Vaccine Protection		
Adults	4	4
Children	13	13
STD Treatments	3	3
Communicable Disease Cases and Investigations	1	1
TB Treatments & Skin Tests	2	2
Child Health - Well Care	19	19
Child Health - Sick Care	17	17
Rabies Investigations/Treatments	0	0
Dental Varnishings	2	2
Lab Services	50	50
WIC (Women, Infant & Child Nutrition Assistance)		
WIC - Mainland		
Certifications	4	4
Mid-Certification Assessments	4	4
Pick-Ups	11	11
Vendor Trainings		
WIC - Ocracoke (quarterly)		
Certifications		
Mid-Certification Assessments		
Pick-Ups		
Vendor Trainings		
PREGNANCY/EARLY CHILDHOOD SERVICES		
Pregnancy Care Management (for healthy pregnancies and births)		
Current Case Load	4	
Contacts this Month		
Attempts (unsuccessful)		
Care Coordination for Children (for healthy children birth to 5 years of age)		
Current Case Load	2	
Contacts this Month		
Attempts (unsuccessful)		
BEHAVIORAL HEALTH & SUBSTANCE ABUSE SERVICES		
Behavioral Health Services		
Licensed Clinical Social Worker visits	17	17
Psychiatrist Visits	1	1

Substance Abuse Services

Educational Programs in Community	0
Navigated Services	0
Needle Exchange Pick Ups	0
Narcan Dispensed	0

FOREIGN INTERPRETER/OUTREACH WORKER

Outreach programs	0
Home visits	0
Phone calls	15
Letters	0
Patients served in clinic	17
Community Work	
Requests for transportation	0
Other	

ENVIRONMENTAL HEALTH

Food and Lodging (F & L)

F & L Inspections	4	4
F & L Visits	4	4
F & L Pre-Opening	1	1
F & L Permits Issued	2	2
F & L Permits Suspended		
F & L Suspensions Lifted		
F & L Complaint Investigations	3	3
F & L Consults	12	12
General Sanitation		
Vector Control		
Animal Control		
Health Education		

On-Site Wastewater

Sites Visited/Evaluated		
Improvement Permits Issued		
Construction Authorizations		
Other Authorizations		
Consultative Contacts		
Operation Permits Issued		
Migrant Housing Inspections		

On-Site Wells

Well Site Evaluated		
Grouting Inspections		
Well Site Construction Visits		
Well Construction Permits Issued		
Well Certification of Completion		
Bacteriological Samples Collected		
Other Sample Collected		
Well Consultative Contacts		



Dear Community Champion,

We are writing to you on behalf of all the seniors we serve in Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Washington and Tyrrell counties to invite you to participate in the 18th annual March for Meals. As a community champion, you are in an excellent position to help raise awareness for the growing number of seniors facing hunger and isolation, both serious problems currently impacting our community and our nation at large.

We would be honored if you would participate in the March for Meals campaign by helping to deliver meals to our senior clients on a weekday during the month of March 2020. In doing so, you can connect with your constituents in our community and help Albemarle Commission Area Agency on Aging Senior Nutrition Program gain much-needed visibility for this cause.

The national March for Meals campaign is an annual month-long event designed to generate public awareness about senior hunger and isolation and to celebrate the invaluable services provided by senior nutrition programs. Given the exemplary public-private partnership Meals on Wheels embodies, this annual campaign is also intended to showcase the successes of the Older Americans Act, help recruit new volunteers from our community and to increase fundraising from local businesses and supporters. For more information, please visit www.marchformeals.com.

If you are interested in joining Albemarle Commission Senior Nutrition Program for a meal delivery during March for Meals, please contact us at your earliest convenience. We would be delighted to answer any questions that you may have. Albemarle Commission Area Agency on Aging and Senior Nutrition Program Director Laura Alvarico can be reached at 252-426-5753 extension 224 or lalvarico@accog.org. Administrative and Volunteer Coordinator Laura Rollinson can be reached at 252-404-7091 or lrollinson@accog.org. Thank you for your serious consideration of our request. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Laura Alvarico".

Laura Alvarico
Director

Albemarle Commission Area Agency on Agency & Senior Nutrition Program

A handwritten signature in black ink, appearing to read "Laura Rollinson".

Laura Rollinson
Albemarle Commission Administrative & Volunteer Coordinator
Area Agency on Aging Senior Nutrition Program

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NEWS



PUBLIC SCHOOLS OF NORTH CAROLINA
State Board of Education | Department of Public Instruction

For immediate release
Feb. 25, 2020

Hyde County Schools to Receive \$4.9 Million to Repair Damage from Hurricane Dorian

State Superintendent Mark Johnson announced today that Hyde County Schools will receive \$4.9 million in additional state funds to help clean up and repair damages from Hurricane Dorian. The hurricane struck Ocracoke Island last fall and severely damaged the campus of Ocracoke School. As a result, several buildings suffered considerable damage, and some will have to be completely replaced. Earlier this month, State Superintendent Johnson visited Ocracoke to get a first-hand look at the damage and the island's road to recovery.

"The community of Ocracoke has been strong in the face of unparalleled challenges, but they still have a long road to recovery," said Superintendent Johnson. "This money will help them repair, rebuild, and reopen faster so that students and educators can have the learning environment they need and deserve."

"On behalf of the students, staff, and families of Hyde County Schools and most especially Ocracoke Island, please let me say how incredibly humbled and grateful we are for the ongoing support we have received from the staff at the North Carolina Department of Public Instruction since Hurricane Dorian," said Hyde County Superintendent Basnight. "This level of support reaffirms our desire and commitment to improve the educational opportunities for all students in our district because educating our children matters!"

The funds were made available through a 2018 appropriation from the General Assembly to provide hurricane disaster relief. The General Assembly appropriated \$91.5 million in state funds to DPI to allocate to local school districts that suffered damage from recent hurricanes. These funds were in addition to insurance payments and federal relief funds. If school districts receive insurance payments or federal relief funds that cover previous costs, they send the state funds back to DPI to be redistributed to other affected districts as necessary.

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