

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

Meeting Date: November 4, 2013
Presenter: Chairman Barry Swindell
Attachment: No

ITEM TITLE: OPENING

SUMMARY: Call to Order
Opening Prayer
Pledge of Allegiance

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

Meeting Date: November 4, 2013
Presenter: Chairman Barry Swindell
Attachment: Yes

ITEM TITLE: CONSIDERATION OF AGENDA

SUMMARY: Attached is the proposed Agenda for the November 4, 2013, Regular Meeting of the Hyde County Board of Commissioners.

RECOMMEND: Review, Amend and Approve.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

AGENDA

HYDE COUNTY BOARD OF COMMISSIONERS' MEETING

MONDAY, NOVEMBER 4, 2013 - 6 PM

CALL TO ORDER

OPENING

CONSIDERATION OF AGENDA

CONSIDERATION OF MINUTES

- 1) October 7, 2013 – Regular Meeting Minutes

PUBLIC HEARINGS (NONE)

PUBLIC COMMENTS

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

EMPLOYEE RECOGNITION

Mgr. Rich

ITEMS OF CONSIDERATION

- 1) **Appointments**

- a) Medical Examiner

Justin Gibbs

- b) Commissioner Appointment to Social Services Board

Mgr. Rich

- c) Reappointments to Airport Advisory Committee

Kris Noble

- 2) Resolution – Public Transportation Program

Wesley Smith & Beverly Paul

- 3) 2014 CSBG Anti-Poverty Plan

Wendy Hedgepeth

- 4) Request for Property Revaultation of Ocracoke Villas

Thomas Storrs

- 5) Acceptance of Grant from Vidant Health

Mgr. Rich

- 6) ABC Board Audit Report

Meredith Nicholson

- 7) West Quarter & Swan Quarter Dike Assessments

Attorney Holscher & Daniel Brinn

- 8) Hyde County Airport Farm Lease Changes

Kris Noble

- | | |
|---|-----------------------------|
| 9) Changes to Airport Advisory Committee Bylaws | Kris Noble |
| 10) Possible Leasing of Hyde County Jail | Kris Noble |
| 11) Possible Leasing of Davis School Facility | Kris Noble & Corrinne Gibbs |
| 12) Consultant Services Contract for Update of Recreation & Parks Master Plan | Kris Noble |
| 13) Existing and Potential Natural Gas Lines in Hyde County | Kris Noble |
| 14) Second Amendment to US Cellular Towel & Ground Lease | Kris Noble |
| 15) Outstanding Checks Update | Corrinne Gibbs |
| 16) GovDeals Surplus | Corrinne Gibbs |
| 17) Renewal of Lobbying Contract with McClees Consulting | Mgr. Rich |
| 18) Interim Director of Hyde County DSS | Mgr. Rich |

BUDGET MATTERS

- 1) BR 07-14 Health – Healthy Communities
- 2) BR 08-14 Health – General Health
- 3) BR 09-14 Health – Triple P Program

CLOSED SESSION (in accordance with NCGS 143A-318.11 (a) (1-9) if required)

MANAGEMENT REPORTS

The County Manager will give update on various projects on-going in Hyde County and present his monthly meeting calendar.

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

MANAGER'S UPDATE

- 1) Silver Lake Mooring Field
- 2) Meeting with Secretary of Commerce, Sharon Decker
- 3) NC DOT/Ferries – Meeting with Malcolm Fearing & Jed Dixon
- 4) FEMA Update
- 5) Golden LEAF Grant Application
- 6) Lake Mattamuskeet National Wildlife Refuge
- 7) Albemarle Commission At-Large Appointment

PUBLIC COMMENTS

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

ADJOURN

SUPPLEMENTAL INFORMATION

Department Reports

- 1) Human Resources
- 2) Senior Center
- 3) Animal Control
- 4) Health
- 5) Tax (Signature Required)
- 6) Soil & Water
- 7) Utilities
- 8) Finance
- 9) Elections/Veterans Services
- 10) Airport
- 11) Emergency Services/EMS

Informational Items

- 1) Memo from Gloria Spencer, Director of Hyde County Dept. of Social Services
- 2) Invitation to 3rd Annual Hyde County Hotline Gala
- 3) Letter to David Spurgeon Regarding Collection of Delinquent County Property Taxes
- 4) Overview of DSS Programs: Protective Services for Adults & NC Tracks

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 4, 2013
Presenter: Averil Simmons, Deputy Clerk
Attachment: Yes

ITEM TITLE: CONSIDERATION OF MINUTES

SUMMARY: Attached are the October 7, 2013 Regular Meeting Minutes of the Hyde County Board of Commissioners.

RECOMMEND: Review, Amend and Approve.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

1 Meeting Minutes

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

4
5 **Monday, October 7, 2013**
6

7 Chairman Barry Swindell called the Regular Meeting of the Hyde County Board of Commissioners
8 to order on Monday, October 7, 2013, in the Hyde County Government Center, Multi-Use Room,
9 and the Ocracoke School Commons Room using electronic conferencing equipment.

10 The following members were present on the mainland: Commissioners Anson Byrd, Earl Pugh, Jr.,
11 Dick Tunnell and Barry Swindell; Attorney Fred Holscher; County Manager Bill Rich; Deputy
12 Clerk to the Board Averil Simmons; and, members of the public.

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

15 Following opening prayer by Commissioner Byrd and pledge of allegiance, the meeting was called
16 to order.

17 **Agenda:**

18 Chairman Swindell asked for any changes to the October 7, 2013 meeting agenda. Commissioner
19 Pugh moved to approve the agenda as presented by the Deputy Clerk. Mr. Fletcher seconded the
20 motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and
21 Swindell; Nays – None; Absent or not voting – None.

22 **Consideration of Minutes:**

23 Commissioner Fletcher moved to approve the September 3, 2013 Regular Meeting Minutes of the
24 Hyde County Board of Commissioners as presented by the Deputy Clerk. Mr. Byrd seconded the
25 motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and
26 Swindell; Nays – None; Absent or not voting – None.

27 **Public Hearing:**

28 **Rate Increase Based on Swan Quarter & West Quarter Dike Assessments**

29 Commissioner Byrd made a motion to open the public hearing. Mr. Tunnell seconded the motion.
30 The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays
31 – None; Absent or not voting – None.

1 The purpose of this public hearing was to gain public input regarding the recommended increase in
2 tax rates for the Swan Quarter and West Quarter Special Service Districts (SSD's). The reason for
3 needing to increase the tax rates is to generate funds for increased repairs needed for general
4 maintenance and larger expenses and repairs.

5 The recommendation to the County Commissioners was the following:

6 Change the West Quarter assessment to a per \$100 tax value basis with the rate being set at \$0.35
7 per \$100 value, and raise the Swan Quarter assessment from \$0.06 per \$100 to \$0.10 per \$100 tax
8 value.

9 These assessments would increase revenues for Swan Quarter and West Quarter SSD's by \$26,700
10 and \$66,000 respectively.

11 Questions/Comments from the Public and Commissioners:

12 Timmy Hodges, Swan Quarter – Wanted to know what would be the maintenance proposal for
13 West Quarter & Swan Quarter Special Service Districts. Mr. Brinn stated that the West Quarter
14 maintenance plan was to refurbish the existing gates using the same method as the Bay structures,
15 which is to remove the gates, C&C machine, sand blast, apply cold tar epoxy and then reinstall. The
16 existing gates will be replaced with stainless steel gates as the finds become available. The Swan
17 Quarter maintenance would consist of replacing the gates as necessary with gator gates, and to
18 replace the aluminum tiles where necessary. Mr. Hodges then asked what general statute gives the
19 Board the right to raise rates. Mr. Brinn replied that NCGS §153A-185.3a grants this power to the
20 County. Mr. Hodges stated that he doesn't feel he's getting out of it (the tax) what he should and
21 shouldn't have to pay it. He said the county took his land and is seeing no benefit.

22 **Clerk's Note: NCGS §153A-185 – Authority to Make Special Assessments states the following:**
23 **(3) Acquiring, constructing, reconstructing, extending, renovating, enlarging, maintaining,**
24 **operating, or otherwise building or improving**
b. Watershed improvement projects, drainage projects and water resources
development projects (as those projects are defined in G.S. 153A-301).

25 Commissioner Byrd asked how much revenue would be generated by increasing the rates. Mr.
26 Brinn stated that the revenues would increase by

27 Odessa Jarvis, Swan Quarter – Asked where the West Quarter Dike begins. Mr. Brinn stated that
28 West Quarter begins at Hydeland Canal. She then asked if property outside of the dike is taxed. Mr.
29 Brinn stated that property outside of the dike is not taxed, as it doesn't benefit from the dike. Ms.
30 Jarvis then asked how marshland and woodland is assessed. Mr. Brinn explained that only the
31 marshland within the dike is taxed, and that assessment along with woodlands is based on the
32 assessed value through the Tax Office.

1 Commissioner Tunnell stated that you can ride around the dike and see all the land that is protected
2 by the dike and gates. He stated that ten years ago the land just behind the dike wouldn't even grow
3 grass. He says there are at least 1,000 acres directly protected by the dike.

4 Commissioner Fletcher made a motion to close the public hearing. Mr. Pugh seconded the motion.
5 The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays
6 – None; Absent or not voting – None.

7 **Public Comments:**

8 Chairman Swindell called for comments from the public.

9 There were no public comments at this time.

10 **Employee Recognition: Glen Credle**

11 Manager Rich has decided to restart Employee of the Month.

12 Glen Credle is a Hyde County native from the Sladesville community. Glen has been married to his
13 wife Valerie for 37 years and has 2 boys. He graduated from Mattamuskeet High School in 1972
14 and attended Elizabeth State University for two and a half years. Glen worked for Hamilton Beach
15 for six years and then later joined the Hyde County family when he became a dispatcher for the
16 Hyde County Sheriff's Office. Glen worked for the Sherriff about one year before transferring to
17 the Water Department where he has been ever since.

18 As of October 22, 2013 Glen has worked for Hyde County for 29 years. Glen was asked to be
19 present at the North Carolina Waterworks Operator Association annual meeting in Raleigh this year
20 where he was presented with a Life Membership Certificate of Achievement for his years of
21 service. Mr. Berry stated that he is very proud of Mr. Credle and hopes that he will continue his
22 service to Hyde County beyond his upcoming retirement.

23 Commissioner Swindell commended Mr. Credle for his wealth of knowledge in locating water
24 lines. Mr. Credle was then thanked and congratulated by Mr. Berry, Manager Rich, and the Board.
25 Manager Rich asked Mr. Credle to spin the Wheel of Thanks, and received a \$25 gift certificate to
26 Bare Necessities Convenience Store.

27 **Items of Consideration:**

28 **Resolutions:**

29 **Resolution Outlining Services Requested From Vidant at Alternative Facility**

30 Commissioner Byrd made a motion to amend the agenda to allow Mayor Adam O'Neal to make his
31 presentation prior to the adoption of any resolution regarding Pungo Vidant Hospital. Mr. Pugh
32 seconded the motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh,
33 Tunnell and Swindell; Nays – None; Absent or not voting – None.

1 **Presentations Regarding the Closing of Vidant Pungo Hospital**

- 2 1. Belhaven Mayor, Adam O’Neal stated that proposed closure of Vidant Pungo Hospital with
3 the loss of emergency services will cause an increase in patient morbidity and mortality in
4 the economically deprived and medically underserved area of Eastern Beaufort County,
5 along with all of Hyde County. Some of the losses that will occur with the hospital’s closing
6 will include acute care, intensive care, swing and vent beds, physical therapy, and
7 Emergency Room services. The lack of emergency care for victims of heart attack, stroke,
8 and trauma will greatly reduce the victims’ chances of recovery/survival.

9 Vidant Health plans to construct a new Multi-Specialty Clinic that will be open 24/7 with
10 primary care and urgent care services. Emergency Room services will not be provided at the
11 new facility.

12 Mayor O’Neal said that if the residents don’t do everything they can, there will be major
13 impacts to the life and well-being of the residents in Eastern Beaufort County and Hyde
14 County. Mayor O’Neal invited the Board and Manager Rich to attend a meeting Thursday,
15 October 10, 2013 at 2:00pm with Dr. Herman at Vidant in Greenville. The purpose of this
16 meeting will be to speak directly with Dr. Herman about his plans for Eastern Beaufort and
17 Hyde Counties. Senator Bill Cook, Representative Paul Tine and U.S. Congressman Walter
18 Jones, Jr. have written letters to Vidant Health stating that there must be an ER in Belhaven

- 19 2. Emergency Services Coordinator, Justin Gibbs gave a presentation regarding the regulatory
20 issues that will need to be faced due to the closing of Vidant Pungo Hospital.

21 Mr. Gibbs said he contacted NC OEMS, the state agency which adopts policies and protocol
22 for Emergency Services. He reported that he found out there is no protocol legally
23 preventing Hyde County from transporting patients to an urgent care facility. He stated that
24 there would be an issue of whether we would be reimbursed by Medicare/Medicaid, and
25 private insurance companies for transporting to an urgent care facility. Medicare/Medicaid
26 and private insurance companies have certain regulations stating that transport of patients
27 can only be to hospitals and critical care hospitals. If the new facility isn’t coded as hospital
28 we will not be able to use it.

29 Mr. Gibbs said that the local physician’s offices in Belhaven will be absorbing ER visits
30 while phasing out the hospital ER, but EMS can only transport to a physician to stabilize the
31 patient and then must move on to a hospital. He said that without a properly coded facility,
32 Hyde County would lose approximately \$250,000 in yearly revenue.

33 Commissioner Fletcher made a motion to adopt the Resolution Outlining Services from Vidant at
34 Alternative Facility. Mr. Byrd seconded the motion. The motion passed on the following vote: Ayes
35 – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – None.

1 *Clerk's Note: A copy of "Resolution Outlining Services Requested from Vidant at Alternative*
2 *Facility" is attached herewith as Exhibit A and incorporated herein by reference.*

3 **Proclamation: October as National Domestic Violence Awareness Month**

4 Hyde County Hotline asked the Board to sponsor an official proclamation to recognize October as
5 Hyde County's National Domestic Violence Awareness Month.

6 Commissioner Fletcher made a motion to adopt the Proclamation of October as National Domestic
7 Violence Awareness Month. Mr. Pugh seconded the motion. The motion passed on the following
8 vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting –
9 None.

10 *Clerk's Note: A copy of the Proclamation of October as National Domestic Violence Awareness*
11 *Month is attached herewith as Exhibit B and incorporated herein by reference.*

12 **Appointment – Ocracoke Community Center Board**

13 Commissioner Byrd moved to approve appointment of Mel Perez to fill the seat on the Ocracoke
14 Community Center Board vacated by David Bundy. Mr. Tunnell seconded the motion. The motion
15 passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None;
16 Absent or not voting – None.

17 **Appointment – Partnership for the Sounds**

18 The Partnership for the Sounds requested Manager Rich be appointed as a board member. Manager
19 Rich asked for the Board's recommendation for his appointment.

20 Commissioner Pugh moved to appoint Manager Rich to the Partnership for the Sounds Board. Mr.
21 Tunnell seconded the motion. The motion passed on the following vote: Ayes – Byrd, Fletcher,
22 Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – None.

23 **Appointments to Hyde County Child Fatality Prevention Team (CFPT)**

24 Hyde County Health Department is in the process of reviewing active membership on the Child
25 Fatality Prevention Team (CFPT), and needed two appointments to the team. The two positions
26 that needed to be filled were:

- 27
- An emergency medical services provider or firefighter
 - A parent of a child who died before reaching the child's eighteenth birthday
- 28

29 The team requested that Jeff Hibbard, EMT be appointed to fill the first position and Debbie
30 Swindell fill the second position.

1 Commissioner Byrd made a motion to appoint to Jeff Hibbard and Debbie Swindell to the CFPT.
2 Mr. Pugh seconded. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell
3 and Swindell; Nays – None; Absent or not voting – None.

4 **Reappointments to Hyde County Board of Health**

5 At the Hyde County Board of Health quarterly meeting held on September 24, 2013, the Board
6 recommended the reappointment of the following board members to their respective second (2nd)
7 three (3) year term of office: (1) Cheryl Ballance – Registered Nurse and (2) Randy Hignite – ILO
8 (in lieu of) a Pharmacist. The first three year term of office for both of these Board members
9 expired in July of 2013, and both agreed to serve a second three year term.

10 Commissioner Fletcher made a motion to approve the reappointments of Cheryl Balance and Randy
11 Hignite to the Hyde County Board of Health. Mr. Swindell seconded the motion. The motion passed
12 on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or
13 not voting – None.

14 **Appointment to Hyde County Revolving Loan Fund Committee**

15 The County Manager typically serves as a member of the Revolving Loan Fund Committee. The
16 Planner requested that Manager Rich be appointed to the RLF Committee. Commissioner Byrd
17 made a motion to appoint Manager Rich to the RLF Committee. Mr. Fletcher seconded the motion.
18 The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays
19 – None; Absent or not voting – None.

20 **Presentation from Hyde County Board of Education Regarding Budget Shortfalls FY14-17**

21 Ken Chilcoat, Finance Officer for Hyde County Schools presented a series of State budget cuts that
22 will directly affect the Hyde County School System. He stated that over the next three (3) fiscal
23 years, Hyde County Schools' State funding will be reduced by a total of \$1,621,668. This reduction
24 in funding will directly result in layoffs for teachers and other personnel.

25 **Elimination of Daycare Funding for DSS**

26 Linda McCabe & Pamela Midgett of Hyde County Department of Social Services gave a brief
27 overview of the effects the partial Federal Government shutdown will have on daycare funding to
28 Hyde County DSS. They stated that as of October 1, 2013, there would be no funds allocated for the
29 reimbursement to child care facilities for the care of children until the shutdown has ended. (The
30 shutdown ended on October 16, 2013, therefore not affecting further funding.)

31 **Rate Increase for Swan Quarter & West Quarter Special Service Districts**

32 Commissioner Tunnell stated that the Swan Quarter Watershed Steering Committee was appointed
33 to do the research and take the burden off the Board and their recommendation is to make the

1 suggested increases of \$0.35 per \$100 tax value for West Quarter and raise the Swan Quarter
2 assessment to \$0.10 per \$100 tax value.

3 Commissioner Tunnell made a motion to implement the suggested rate increases of \$0.35 per \$100
4 tax value for West Quarter and \$0.10 per \$100 tax value for Swan Quarter. Mr. Fletcher seconded
5 the motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and
6 Swindell; Nays – None; Absent or not voting – None.

7 **Positive Parenting Program Funding Collaborative with Beaufort County – Hyde County**
8 **Health Department as Fiscal Agent**

9 Hyde County is one of four (4) counties in North Carolina selected to participate in the Early
10 Learning Challenge Grant, a federally funded initiative of the U. S. Department of Education and
11 the U. S. Department of Health and Human Services. The grant includes a number of projects
12 designed to improve learning and development for young children, including the Early Childhood
13 Transformation Zone. One of the Transformation Zone Strategies is the family strengthening
14 strategy “Positive Parenting Program (Triple P). Funding for this program will flow through one of
15 the local health departments in the collaborating counties (cluster).

16 Hyde County will be collaborating with Beaufort County on Triple P, with Hyde County Health
17 Department (HCHD) acting as the Fiscal Agent for the collaborative. As the Fiscal Agent, HCHD
18 will be responsible for hiring one (1) Full Time Equivalent (FTE) Triple P Coordinator that will
19 oversee implementation of the program in Beaufort & Hyde Counties, and will receive funding to
20 cover the salary, fringe and operating overhead for this program. There is no local match required
21 from the County of Hyde, and the funding will continue until December 31, 2015, possibly going
22 into 2016 if there are funds remaining at the end of 2015.

23 Commissioner Fletcher made a motion to approve Hyde County Health Department as the fiscal
24 agent for the Beaufort/Hyde Collaborative, including acceptance of funding. Mr. Byrd seconded the
25 motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and
26 Swindell; Nays – None; Absent or not voting – None.

27 **Revisions/Additions to Fee Schedule Approved for FY 2011-2012**

28 At the quarterly meeting held on September 24, 2013, the Hyde County Board of Health approved
29 revisions and/or additions to the Fee Schedule previously approved for fiscal year 2011-2012, with
30 an effective date of April 1, 2013. Local health departments must receive approval of both the
31 Board of Health and Board of County Commissioners for new or revised fee schedules.

32 Commissioner Byrd made a motion to approve the revisions/additions to the Hyde County Health
33 Department fee schedule. Mr. Tunnell seconded the motion. The motion passed on the following
34 vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting –
35 None.

1 **AT&T Wireless Telecommunications Tower Easement-**

2 At the September 3, 2013 Board of Commissioners meeting, American Tower, LLC presented a
3 proposal to construct four (4) new wireless telecommunications towers in Hyde County for the
4 expansion of AT&T Mobility's coverage. The first three towers were approved by the board. The
5 fourth tower's site plan showed the parcel, owned by Benjamin Bonney, Jr., was too small to
6 accommodate the required setback. This required American Tower, LLC to ask the Board to grant a
7 variance allowing the setback to cross the existing property line, as Mr. Bonney owns the
8 surrounding parcels as well. It was agreed that American Tower, LLC would work with County
9 Attorney Holscher to create a Tower Setback Easement for the property.

10 Attorney Holscher reviewed the proposed easement prior to the October 7, 2013 meeting, and gave
11 his approval to the Board.

12 Commissioner Fletcher made a motion to approve the easement and variance for construction of the
13 wireless telecommunications tower at the Bonney property. Mr. Pugh seconded the motion. The
14 motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays –
15 None; Absent or not voting – None.

16 **Possible Golden LEAF Grant Funding**

17 On September 5, 2013, Manager Rich and the County Planner attended an informational workshop
18 at the Bob Martin Agricultural Center in Williamston to learn more about the Golden LEAF
19 Foundation's Community-Based Grantsmaking Initiative for the Northeastern Prosperity Zone.
20 Twenty-one (21) County Managers in the Northeastern Prosperity Zone were invited to submit a
21 Request for Invitation to the Golden LEAF Foundation by October 15, 2013. Grant awards will total
22 up to \$1.5 million and grant awards are limited to 1-3 projects. Manager Rich and the County
23 Planner were collaborating on the Request for Invitation.

24 **Outstanding Checks**

25 Corrinne Gibbs, Finance Officer, gave an update on the list of outstanding checks. She said the
26 Finance Office has sent letters to the payees encouraging them to request a new check. She provided
27 the Board with an updated list.

28 Commissioner Fletcher made a motion to direct the Finance Officer to escheat all funds less than
29 \$10 that are more than twelve (12) months old and send these funds to the Local Government
30 Commission to collect interest and then go to the UNC school system. Mr. Pugh seconded the
31 motion. Attorney Holscher said he was unsure of the general statutes regarding escheating funds.
32 He said he will do some research and report back in November. No action was taken.

33 **GovDeals Surplus**

34 The Hyde County Sherriff's office is no longer using a 2007 Dodge Charger due to high mileage
35 and needs to be placed on GovDEals.com. This vehicle is to be sold for \$7,000.

1 Commissioner Byrd made a motion to authorize the Finance Office to place the 2007 Dodge
2 Charger up for sale on GovDeals. Mr. Pugh seconded the motion. The motion passed on the
3 following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not
4 voting – None.

5 **CDBG – Contingency – Termination of Hobbs Upchurch Engineering Contract**

6 Kris Noble, County Planner, requested the Board terminate the engineering services contract with
7 Hobbs, Upchurch & Associates for the CDBG-Contingency sewer force main extension project.
8 The reasons for this termination are mismanagement of the design phase of the project, failure to
9 notify the County of staff changes and anticipated delays in bidding the project and over-budget
10 invoices. In addition, the only engineer on staff at the firm with any experience on the project has
11 since resigned. Continuing to allow Hobbs Upchurch & Associates to handle the project could
12 potentially cause additional delays in the project's completion. The contract did not include a
13 termination clause.

14 Commissioner Swindell made a motion to terminate the engineering services contract with Hobbs,
15 Upchurch & Associates. Mr. Byrd seconded the motion. The motion passed on the following vote:
16 Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting – None.

17 **CDBG – Contingency – Contract for Engineering Services**

18 In order to continue the CDBG-Contingency project, engineering services was needed to be secured
19 to oversee the construction, testing, and engineering certification of the US 264 sewer force main
20 extension for Engelhard Sanitary District. SK Environment & Engineering, PLLC. ("SK E&E."),
21 having its principal place of business at 303 Olde Point Loop, Hampstead, N.C., 28443 is
22 recommended to provide these services.

23 Commissioner Tunnell made a motion to authorize Chairman Swindell to execute a contract for
24 consulting/engineering services with SK Environment & Engineering, PLLC. Mr. Pugh seconded
25 the motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and
26 Swindell; Nays – None; Absent or not voting – None.

27 **CDBG – Contingency – Request to Waive Permit Fees**

28 The US 264 sewer force main extension has been completely installed and the contractor is
29 beginning to set up individual step tank systems. Thirty (30) homes will receive step tank systems.
30 CDBG provisions require that each home must meet minimum electrical and plumbing
31 requirements in order to have the step tank system installed. The contractor is responsible for these
32 plumbing and electrical upgrades, which have proven to be substantially driving up the cost of the
33 project. The project originally included 40 hookups at a low bid of \$694,325 by ELJ, Inc., the
34 contractor. The scope of work was negotiated with the contractor for a contract price of
35 \$429,180.88 and now includes 30 homes.

1 There is very little contingency built into this project, and funds are limited. The project manager
2 requested the Board to waive all building permit fees as an in kind contribution to the project. The
3 approximate cost of these fees will be \$4,500. The contractor will strive to work with the Building
4 Inspector to ensure inspections consist of multiple units at one time to decrease travel time to the
5 project site. The contractor will also accommodate the Building Inspector by meeting when
6 requested for inspections.

7 In addition, each home will require a \$75 septic permit for each home totaling \$2250. It is requested
8 that this fee be waived as well and similar accommodations as listed above will be honored.

9 The Board decided that seeing as how the contractor was operating at a profit, that there would be
10 no waiver on the permit fees.

11 No action was taken.

12 **Possible Leasing of County Jail**

13 Commissioner Fletcher stated that Beaufort County is having problems with their jail and is looking
14 to build a new jail. He felt that since the Hyde County Jail is not being used, that the possibility of
15 leasing the jail to Beaufort County should be explored. Chairman Swindell and the County Planner
16 Planner stated that it has been determined by State officials that the Hyde County Jail facility is not
17 suitable for use. The Planner will brief the Board on the specific reasons for the State's
18 determination at the November Board meeting. No action was taken.

19 **Possible Gifting of Davis School**

20 Commissioner Byrd stated that a company approached has approached him about opening a private
21 school in Hyde County and wanted to know if Davis School was available for use. The Utilities
22 Director had told Mr. Byrd of the costs to upkeep, which are currently burdened on the County. Mr.
23 Byrd said that he was interested in not necessarily gifting the school, but to entertain bids. Attorney
24 Holscher said the County can sell the facility privately, receive private sealed bids, entertain a
25 negotiated offer then advertise for upset bids, hold a public auction, or exchange the facility for
26 another. Commissioner Pugh said the facility is a liability to County, but that some parts of it are
27 being used, though the lease payments are not making up the costs to maintain it. The Board agreed
28 that any transfer would have to insure that all liability of the County be transferred to the new
29 owner. Attorney Holscher and Manager Rich will look into how the property is deeded and when
30 the existing leases expire.

31 Discussion was tabled until the November meeting after there has been further research.

32 **Installation of AWOS System at Engelhard Airport Facility**

33 The Hyde County Airport Advisory Board met on September 30, 2013 and voted to proceed with
34 the installation of an AWOS (Automated Airport Weather Station) at the facility. Automated airport
35 weather stations are automated sensor suites which are designed to serve aviation and

1 meteorological observing needs for safe and efficient aviation operations, weather forecasting and
2 climatology. Automated airport weather stations have become part of the backbone of weather
3 observing in the United States and Canada and are becoming increasingly more prevalent
4 worldwide due to their efficiency and cost-savings. 90% of the funding for the AWOS installation
5 will come from NC DOT Aviation funding while 10% will be a local match which has been
6 budgeted for and will not increase the budget. The AWOS system will prove valuable in the UAV
7 project and will also allow certified weather to be recorded and reported from the Engelhard Airport
8 Facility.

9 Commissioner Byrd made a motion to approve the recommendation of the Airport Advisory Board
10 to install the AWOS and authorize County staff to proceed with the project. Mr. Pugh Seconded the
11 motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and
12 Swindell; Nays – None; Absent or not voting – None.

13 **Approval of Transportation Improvement Plan for Engelhard Airport**

14 The Hyde County Airport Advisory Board met on September 30, 2013 and voted to approve the
15 2014-2020 Transportation Improvement Plan. These improvements, totaling \$7,704, 650, are
16 covered under the State's Vision 100 Block Grant Program.

17 Commissioner Pugh made a motion to approve the Airport Advisory Boards recommendation to
18 approve the Transportation Improvement Plan. Mr. Byurd seconded the motion. The motion passed
19 on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or
20 not voting – None.

21 **Airport Farm Lease**

22 The Hyde County Airport Advisory Board met on September 30, 2013 and presented a list of
23 recommendations to the Hyde Board of Commissioners in regard to the farm lease on the airport
24 property which will need to be renewed in December 2013.

25 Commissioner Byrd made a motion to authorize Manager Rich, Attorney Holscher and
26 Commissioner Pugh to work together on the lease updates in order to make it ready to go out for bid
27 in November so that the new lease may begin in December. Mr. Tunnell seconded the motion. The
28 motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays –
29 None; Absent or not voting – None.

30 **PSC Update**

31 Justin Gibbs, Emergency Services Coordinator, gave a brief update on the installation of the mobile
32 dispatch unit. He said that the Dispatch Office relocation would be complete on October 7, 2013.

33 **2013 Flood Mitigation Assistance (FMA) Program Update**

1 Averi Simmons, Planning Assistant, reported that FEMA’s 2013 Flood Mitigation Assistance
 2 program is underway. On September 5, 2013, Hyde County submitted a letter of interest to NC
 3 Emergency Management, outlining Hyde County’s interest in applying for funding under the 2013
 4 FMA cycle for elevation and acquisition assistance. The letter of interest stated Hyde County is
 5 looking to do twelve (12) elevations and two (2) acquisitions in various areas of Hyde County. The
 6 Planning Department has worked on applying for funds for elevation of eleven (11) homes and
 7 acquisition of one (1) home. The first draft of the elevation and acquisition applications was
 8 submitted Friday, October 4, 2013.

9 The eleven (11) elevations will be funded at a 90/10% cost-share, with FEMA providing 90% of the
 10 funds to complete the project. The homeowner will be responsible for the remaining 10% balance of
 11 the project costs. Hyde County will be able to use staff time as an in-kind contribution to help offset
 12 the homeowner contribution costs.

13 The one (1) acquisition will be funded by FEMA at 75% of the appraised value of the property.
 14 Once acquired, the home on this property will be demolished and must be maintained according to
 15 the FEMA program requirements for the acquisition of property for open space. This property, if
 16 acquired, will become owned by Hyde County.

17 **Budget Matters**

Planning	\$12,000	To be added to the Planning Budget for funds received from the Region 9 Community Transformation Grant for the update of the Hyde County Recreation & Parks Master Plan.
Health	\$1,148	BR 03-14 - To cover a reduction in Maternal and Child Health Block Grant Funds.
Health	\$1,141	BR 04-14 - To cover a reduction in Maternal and Child Health Block Grant Funds.
Health	\$1,204.89	BR 05-14 – To be added to the Supplies line from leftover funds received from the Region 9 Community Transformation Grant to support the Change for Good “Active Living and Healthy Eating” project.
Health	\$4,000	BR 06-14 – To cover a license fee required in order to use the NC Office of Rural Health’s Medication Assistance Program (MARF). This one-time fee is paid by the Office of Rural Health.

18
 19 Commissioner Byrd made a motion to approve all budget revisions. Mr. Fletcher seconded the
 20 motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and
 21 Swindell; Nays – None; Absent or not voting – None.

1 **Closed Session - Legal**

2 Chairman Swindell asked for a Closed Session to discuss legal matters. Commissioner Byrd made a
3 motion to enter Closed Session. Mr. Pugh seconded the motion. The motion passed on the following
4 vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays – None; Absent or not voting –
5 None. The Board entered into closed session at 7:46 p.m.

6 Commissioner Byrd made a motion to end closed session. Mr. Tunnell seconded the motion. The
7 motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh, Tunnell and Swindell; Nays –
8 None; Absent or not voting – None. The regular meeting was resumes at 7:56 p.m.

9 No action was taken as a result of Closed Session.

10 **Management Reports**

11 **Commissioner Reports:**

12 **Commissioner Swindell** – Stated that he knows that County employees have not received an
13 across-the-board raise in about five years. He said he felt that the raises granted to the Department
14 of Social Services was not the proper wa to be given. He feels that all employees should get a pay
15 raise in order to be fair to everyone, but that they are not budgeted for this fiscal year.

16 Commissioner Byrd remarked that the information given to the Board on previous raises was not
17 factual. He said that if the Board had been informed of the raises during the bugeting process, they
18 would not have been approved. He said he would like to take them back. Commissioner Fletcher
19 said that he was bothered by the pay scale raises granted in the Utlities Department, that they were
20 much higher than those granted in other departments, but they were allowed in the restructuring of
21 the Water Department. Commissioner Byrd said that only two (2) raises were approved, not four
22 (4).

23 **Byrd** – Thanked the Finance Office for submitting their report. He said he would like to see the
24 monthly and year end reports. He also reported that he had received a complaint about the Hyde
25 Transit System, stating that the passengers were going to a Church function and werer not able to be
26 dropped off at the front door of their destination, they had to walk from a point down the street.

27 He also said he had attended the Albemarle RPO meeting in Columbia and the Ferry Tolls meeting
28 in Manns Harbor.

29 **Pugh** – Attended the Ferry Tolls meeting in Manns Harbor. Also met with NC DOT Secretary Tata
30 regarding projects going on in District 10. He also atteneded the Albemarle Commission meeting
31 where NC Senator Bill Cook spoke about transportation. Attended the 85th Anniversary of the
32 Intracoastal Waterway event, Hyde County Airport Advisory Board meeting, and represented the
33 County at Hyde County Relay for Life.

34 He said he received a call about regulations to protect waterfront property owners during waterfowl
35 season, that some landowners are concerned. He said the County needs to look into regulations.

1 Thinks all Department Heads should give updates every month.

2 Wanted to know who owns the boardwalk in Engelhard if it was the EDC or did it belong to DOT.
3 He said he sees lots of things there that need to change and that the County should look into
4 regulations.

5 **Tunnell** – Attended the Pungo Vidant Hospital Rally, RC&D Annual meeting in Edenton, and the
6 LPAN meeting. He said the LPAN group is on schedule for the year with their goals and
7 commended Liz Mumm for doing good job with the group.

8 **Fletcher** – Nothing to Report.

9 **Manager's Report:**

10 **Vidant Pungo Hospital** – Hyde County can transport to an Urgent Care facility, but the County
11 will likely not get paid by Medicare and private insurance. Representative Tine is contacting
12 Senator Hagan to be working on changing codes that would prevent being paid for those
13 transports. Encouraged attendance by the Board to the Vidant meeting October 10, 2013.

14 **Federal Government Shutdown** – Has been tough on Ocracoke with the beaches being closed.
15 Hopes the issues will be resolved soon.

16 **ABC Audit** – Audit has been completed. Stated the ABC Board has done good job getting the
17 financials in order and he is happy that it is completed. Presentation of the audit will be at the ABC
18 Board meeting on 10/14/13.

19 **Potential Gift of 4 acres from Bridgman Estate** – Hyde County has been offered four (4) acres
20 of marshland as a gift. The parcel lines are not well defined because the property is in the middle of
21 other marshland. It is located behind Farrow Road at the old Jim Ed Cypress tree. Property is behind
22 the dike.

23 **Hyde Transit** – Grand Opening of the new Hyde Transit Facility will be October 25, 2013 at 2:00
24 p.m.

25 **Public Comments:**

26 Chairman Swindell called for comments from the public.

27 There being no comments from the public, Chairman Swindell continued the meeting.

28 **Closed Session (none)**

29 **Adjourn**

30 With no further business, Commissioner Fletcher made a motion to adjourn the meeting. Mr. Pugh
31 seconded the motion. The motion passed on the following vote: Ayes – Byrd, Fletcher, Pugh,
32 Swindell and Tunnell; Nays – None; Absent or not voting – None.

1 The meeting adjourned at 8:18p.m.

2

3 Respectfully submitted:

4

5 Minutes approved on the 4th day of November, 2013.

6

7

8 _____
9 Averi Simmons, Deputy Clerk
Hyde County Board of Commissioners

Barry Swindell, Chair
Hyde County Board of Commissioners

10 Attachments:

11 Exhibit A: *“Resolution Outlining Services Requested from Vidant at Alternative Facility”*

12 Exhibit B: *Proclamation of October as National Domestic Violence Awareness Month*

DRAFT

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 4, 2013
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

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

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

Time for one person cannot be used by another person.

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

RECOMMEND: Receive comments.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 4, 2013
Presenter: Manager Bill Rich
Attachment: No

ITEM TITLE: EMPLOYEE RECOGNITION

SUMMARY: Manager Rich will announce this month's specially recognized employee and have them spin the Wheel of Thanks.

RECOMMEND: Congratulations.

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

Meeting Date: November 4, 2013
Presenter: Justin Gibbs
Attachment: Yes

ITEM TITLE: COUNTY MEDICAL EXAMINER APPOINTMENT – JEFFREY HIBBARD

SUMMARY: In accordance with the authority granted by Chapter 130A, Article 16 of the North Carolina General Statutes as amended, Deborah Radisch, Chief Medical Examiner, has honorably appointed Mr. Jeffrey Hibbard, Hyde County EMS Training Division Chief, as a Medical Examiner for the following counties: Hyde, Tyrell, and Washington.

RECOMMEND: Approve the referenced appointment.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.



North Carolina Department of Health and Human Services
Office of the Chief Medical Examiner

Pat McCrory
Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Deborah L. Radisch, M.D., M.P.H.
Chief Medical Examiner

Jul 16, 2013

Jeffrey C. Hibbard, EMT
20539 US Hwy 264
Swanquarter NC 27885

Dear Mr. Hibbard:

In accordance with the authority granted by Chapter 130A, Article 16 of the North Carolina General Statutes as amended, I have the honor of appointing you as a Medical Examiner for the following counties:

Hyde, Tyrrell, Washington

Your appointment is for a three year term ending 01-jul-2016.

If you will look over the accompanying material, I or one of my colleagues will be delighted to meet with you or respond to your call if you have any questions. We look forward with enthusiasm to working with you.

Your Medical Examiner's Identification Card and other pertinent information are enclosed. You will be added to our mailing list and will receive our quarterly newsletter as well as other occasional mailings. Your regional pathology center(s) will be:

ECU Brody School of Medicine

Sincerely,

A handwritten signature in cursive script that reads "Deborah L. Radisch".

Deborah L. Radisch, MD, MPH
Chief Medical Examiner

Enclosure: Information Packet
Medical Examiner Card



Article 16.

Postmortem Investigation and Disposition.

Part 1. Postmortem Medicolegal Examinations and Services.

§ 130A-377. Establishment and maintenance of central and district offices.

The Department shall establish and maintain a central office with appropriate facilities and personnel for postmortem medicolegal examinations. District offices, with appropriate facilities and personnel, may also be established and maintained if considered necessary by the Department for the proper management of postmortem examinations. (1955, c. 972, s. 1; 1957, c. 1357, s. 1; 1967, c. 1154, s. 1; 1973, c. 476, s. 128; 1983, c. 891, s. 2.)

§ 130A-378. Qualifications and appointment of the Chief Medical Examiner.

The Chief Medical Examiner shall be a forensic pathologist certified by the American Board of Pathology and licensed to practice medicine. The Chief Medical Examiner shall be appointed by the Secretary. (1983, c. 891, s. 2.)

§ 130A-379. Duties of the Chief Medical Examiner.

The Chief Medical Examiner shall perform postmortem medicolegal examinations as provided in this Part. The Chief Medical Examiner may, upon request, provide instruction in health science, legal medicine and other subjects related to his duties at The University of North Carolina, the North Carolina Justice Academy and other institutions of higher learning. (1983, c. 891, s. 2.)

§ 130A-380. The Chief Medical Examiner's staff.

The Chief Medical Examiner may employ qualified pathologists to serve as Associate and Assistant Medical Examiners in the central and district offices. The Associate and Assistant Medical Examiners shall perform duties assigned by the Chief Medical Examiner. Forensic chemists may be employed by the Chief Medical Examiner to provide toxicological and related support. (1983, c. 891, s. 2.)

§ 130A-381. Additional services and facilities.

In order to provide proper facilities for investigating deaths as authorized in this Part, the Chief Medical Examiner may arrange for the use of existing public or private laboratory facilities. Each county shall provide or contract for an appropriate facility for the examination and storage of bodies under Medical Examiner jurisdiction. The Chief Medical Examiner may contract with qualified persons to perform or to provide support services for autopsies and other studies and investigations. (1967, c. 1154, s. 1; 1973, c. 476, s. 128; 1983, c. 891, s. 2; 2007-187, s. 5.)

§ 130A-382. County medical examiners; appointment; term of office; vacancies.

One or more county medical examiners for each county shall be appointed by the Chief Medical Examiner for a three-year term. County medical examiners shall be appointed from a list of physicians licensed to practice medicine in this State submitted by the medical society of the county in which the appointment is to be made. If no names are submitted by the society, the Chief Medical Examiner shall appoint one or more medical examiners from physicians in the county licensed to practice medicine in this State. In the event no licensed physician in a county accepts an appointment, the Chief Medical Examiner may appoint as acting county medical examiner one or more physicians licensed to practice medicine in this State from other counties, a licensed physician assistant, a nurse, a coroner, or an individual who has taken an approved course of training as required by the Chief Medical Examiner. The acting county medical examiner shall have all the duties and authority of the physician medical examiner except to perform autopsies. A medical examiner may serve more than one county. The Chief

Medical Examiner may take jurisdiction in any case or appoint another medical examiner to do so. (1955, c. 972, s. 1; 1957, c. 1357, s. 1; 1963, c. 492, s. 4; 1967, c. 1154, s. 1; 1973, c. 476, s. 128; 1981, c. 187, ss. 2-4; 1983, c. 891, s. 2; 2007-187, s. 4.)

§ 130A-383. Medical examiner jurisdiction.

(a) Upon the death of any person resulting from violence, poisoning, accident, suicide or homicide; occurring suddenly when the deceased had been in apparent good health or when unattended by a physician; occurring in a jail, prison, correctional institution or in police custody; occurring in State facilities operated in accordance with Part 5 of Article 4 of Chapter 122C of the General Statutes; occurring pursuant to Article 19 of Chapter 15 of the General Statutes; or occurring under any suspicious, unusual or unnatural circumstance, the medical examiner of the county in which the body of the deceased is found shall be notified by a physician in attendance, hospital employee, law-enforcement officer, funeral home employee, emergency medical technician, relative or by any other person having suspicion of such a death. No person shall disturb the body at the scene of such a death until authorized by the medical examiner unless in the unavailability of the medical examiner it is determined by the appropriate law enforcement agency that the presence of the body at the scene would risk the integrity of the body or provide a hazard to the safety of others. For the limited purposes of this Part, expression of opinion that death has occurred may be made by a nurse, an emergency medical technician or any other competent person in the absence of a physician.

(b) The discovery of anatomical material suspected of being part of a human body shall be reported to the medical examiner of the county in which the material is found.

(c) Upon completion of the investigation and in accordance with the rules of the Commission, the medical examiner shall release the body to the next of kin or other interested person who will assume responsibility for final disposition. (1955, c. 972, s. 1; 1957, c. 1357, s. 1; 1963, c. 492, s. 4; 1967, c. 1154, s. 1; 1983, c. 891, s. 2; 1989, c. 353, s. 1; 2008-131, s. 2.)

§ 130A-384. Notification concerning out-of-state body.

When a body is brought into this State for disposal and there is reason to believe either that the death was not investigated properly or that there is not an adequate certificate of death, the body shall be reported to a medical examiner in the county where the body resides or to the Chief Medical Examiner. These deaths may be investigated by the same procedure as deaths occurring in this State under G.S. 130A-383. (1983, c. 891, s. 2.)

§ 130A-385. Duties of medical examiner upon receipt of notice; reports; copies.

(a) Upon receipt of a notification under G.S. 130A-383, the medical examiner shall take charge of the body, make inquiries regarding the cause and manner of death, reduce the findings to writing and promptly make a full report to the Chief Medical Examiner on forms prescribed for that purpose.

The Chief Medical Examiner or the county medical examiner is authorized to inspect and copy the medical records of the decedent whose death is under investigation. In addition, in an investigation conducted pursuant to this Article, the Chief Medical Examiner or the county medical examiner is authorized to inspect all physical evidence and documents which may be relevant to determining the cause and manner of death of the person whose death is under investigation, including decedent's personal possessions associated with the death, clothing, weapons, tissue and blood samples, cultures, medical equipment, X rays and other medical images. The Chief Medical Examiner or county medical examiner is further authorized to seek an administrative search warrant pursuant to G.S. 15-27.2 for the purpose of carrying out the duties imposed under this Article. In addition to the requirements of G.S. 15-27.2, no administrative search warrant shall be issued pursuant to this section unless the Chief Medical Examiner or county medical examiner submits an affidavit from the office of the district

attorney in the district in which death occurred stating that the death in question is not under criminal investigation.

The Chief Medical Examiner shall provide directions as to the nature, character and extent of an investigation and appropriate forms for the required reports. The facilities of the central and district offices and their staff services shall be available to the medical examiners and designated pathologists in their investigations.

(b) The medical examiner shall complete a certificate of death, stating the name of the disease which in his opinion caused death. If the death was from external causes, the medical examiner shall state on the certificate of death the means of death, and whether, in the medical examiner's opinion, the manner of death was accident, suicide, homicide, execution by the State, or undetermined. The medical examiner shall also furnish any information as may be required by the State Registrar of Vital Statistics in order to properly classify the death.

(c) The Chief Medical Examiner shall have authority to amend a medical examiner death certificate.

(d) A copy of the report of the medical examiner investigation may be forwarded to the appropriate district attorney.

(e) In cases where death occurred due to an injury received in the course of the decedent's employment, the Chief Medical Examiner shall forward to the Commissioner of Labor a copy of the medical examiner's report of the investigation, including the location of the fatal injury and the name and address of the decedent's employer at the time of the fatal injury. The Chief Medical Examiner shall forward this report within 30 days of receipt of the information from the medical examiner.

(f) If a death occurred in a facility licensed subject to Article 2 or Article 3 of Chapter 122C of the General Statutes, or Articles 1 or 1A of Chapter 131D of the General Statutes, and the deceased was a client or resident of the facility or a recipient of facility services at the time of death, then the Chief Medical Examiner shall forward a copy of the medical examiner's report to the Secretary of Health and Human Services within 30 days of receipt of the report from the medical examiner. (1955, c. 972, s. 1; 1957, c. 1357, s. 1; 1967, c. 1154, s. 1; 1973, c. 476, s. 128; 1977, 2nd Sess., c. 1145; 1983, c. 891, s. 2; 1989, c. 353, s. 2; c. 797; 1991 (Reg. Sess., 1992), c. 894, s. 6; 2000-129, s. 4.)

§ 130A-386. Subpoena authority.

The Chief Medical Examiner and the county medical examiners are authorized to issue subpoenas for the attendance of persons and for the production of documents as may be required by their investigation. (1983, c. 891, s. 2.)

§ 130A-387. Fees.

For each investigation and prompt filing of the required report, the medical examiner shall receive a fee paid by the State. However, if the deceased is a resident of the county in which the death or fatal injury occurred, that county shall pay the fee. The fee shall be one hundred dollars (\$100.00). (1983, c. 891, s. 2; 1991, c. 463, s. 1; 2005-368, s. 1.)

§ 130A-388. Medical examiner's permission necessary before embalming, burial and cremation.

(a) No person knowing or having reason to know that a death may be under the jurisdiction of the medical examiner pursuant to G.S. 130A-383 or 130A-384, shall embalm, bury or cremate the body without the permission of the medical examiner.

(b) A dead body shall not be cremated or buried at sea unless a medical examiner certifies that he has inquired into the cause and the manner of death and has the opinion that no further examination is necessary. This subsection shall not apply to deaths occurring less than 24 hours after birth or to deaths of patients resulting only from natural disease and occurring in

a licensed hospital unless the death falls within the jurisdiction of the medical examiner under G.S. 130A-383 or 130A-384. The Commission is authorized to adopt rules creating additional exceptions to this subsection. For making this certification, the medical examiner shall be entitled to a fee in an amount determined reasonable and appropriate by the Secretary, not to exceed fifty dollars (\$50.00), to be paid by the applicant. (1955, c. 972, s. 1; 1957, c. 1357, s. 1; 1963, c. 492, s. 4; 1967, c. 1154, s. 1; 1971, c. 444, s. 7; 1973, c. 873, s. 7; 1983, c. 891, s. 2.)

§ 130A-389. Autopsies.

(a) If, in the opinion of the medical examiner investigating the case or of the Chief Medical Examiner, it is advisable and in the public interest that an autopsy or other study be made; or, if an autopsy or other study is requested by the district attorney of the county or by any superior court judge, an autopsy or other study shall be made by the Chief Medical Examiner or by a competent pathologist designated by the Chief Medical Examiner. A complete autopsy report of findings and interpretations, prepared on forms designated for the purpose, shall be submitted promptly to the Chief Medical Examiner. Subject to the limitations of G.S. 130A-389.1 relating to photographs and video or audio recordings of an autopsy, a copy of the report shall be furnished to any person upon request. A fee for the autopsy or other study shall be paid by the State. However, if the deceased is a resident of the county in which the death or fatal injury occurred, that county shall pay the fee. The fee shall be one thousand dollars (\$1,000).

(b) In deaths where the Chief Medical Examiner and the medical examiner investigating the case do not deem it advisable and in the public interest that an autopsy be performed, but the next-of-kin of the deceased requests that an autopsy be performed, the Chief Medical Examiner or a designated pathologist may perform the autopsy, unless the deceased's health care power of attorney granted authority for such decisions to the health care agent. If the Chief Medical Examiner or a designated pathologist performs the autopsy at the request of the next of kin, the cost shall be paid by the next of kin.

(c) When the next-of-kin of a decedent whose death does not fall under G.S. 130A-383 or 130A-384 requests that an autopsy be performed, the Chief Medical Examiner or a designated pathologist may perform that autopsy and the cost shall be paid by the next-of-kin.

(d) The report of autopsies performed pursuant to subsections (b) and (c) shall be a part of the decedents' medical records and therefore not public records open to inspection. (1955, c. 972, s. 1; 1957, c. 1357, s. 1; 1967, c. 1154, s. 1; 1973, c. 47, s. 2; c. 476, s. 128; 1975, c. 9; 1981, c. 187, s. 7; c. 562, p. 5; 1983, c. 891, s. 2; 1991, c. 463, s. 2; 1998-212, s. 29A.10(a); 2005-351, s. 4; 2005-393, s. 2; 2006-226, s. 32.)

§ 130A-389.1. Photographs and video or audio recordings made pursuant to autopsy.

(a) Except as otherwise provided by law, any person may inspect and examine original photographs or video or audio recordings of an autopsy performed pursuant to G.S. 130A-389(a) at reasonable times and under reasonable supervision of the custodian of the photographs or recordings. Except as otherwise provided by this section, no custodian of the original recorded images shall furnish copies of photographs or video or audio recordings of an autopsy to the public. For purposes of this section, the Chief Medical Examiner shall be the custodian of all autopsy photographs or video or audio recordings unless the photographs or recordings were taken by or at the direction of an investigating medical examiner and the investigating medical examiner retains the original photographs or recordings. If the investigating medical examiner has retained the original photographs or recordings, then the investigating medical examiner is the custodian of the photographs or video or audio recordings and must allow the public to inspect and examine them in accordance with this subsection.

(b) The following public officials may obtain copies of autopsy photographs or video or audio recordings for official use only. These public officials shall not disclose the photographs or video or audio recordings to the public except as provided by law:

- (1) The Chief Medical Examiner or a pathologist designated by the Chief Medical Examiner.
- (2) Investigating Medical Examiner.
- (3) District attorney.
- (4) Superior court judge.
- (5) Law enforcement officials conducting an investigation relating to the death.

A public official authorized by this subsection to obtain copies may provide a copy of the photograph or videotape to another person for the sole purpose of aiding in the identification of the deceased through publication of the photograph or videotape.

(c) The following persons may obtain copies of autopsy photographs or video or audio recordings but may not disclose the photographs or video or audio recordings to the public unless otherwise authorized by law:

- (1) The personal representative of the estate of the deceased.
- (2) A person authorized by an order issued in a special proceeding pursuant to subsection (d) of this section.
- (3) A physician licensed to practice in North Carolina who uses a copy of the photographs or video or audio recording to confer with attorneys or others with a bona fide professional need to use or understand forensic science, provided that the physician promptly returns the copy to the custodian.
- (4) After redacting all information identifying the decedent, including name, address, and social security number, and after anonymizing any physical recognition, a medical examiner, coroner, physician, or their designee who uses such material for:
 - a. Medical or scientific teaching or training purposes;
 - b. Teaching or training of law enforcement personnel;
 - c. Teaching or training of attorneys or others with a bona fide professional need to use or understand forensic science;
 - d. Conferring with medical or scientific experts in the field of forensic science; or
 - e. Publication in a scientific or medical journal or textbook.

A medical examiner, coroner, or physician who has in good faith complied with this subsection shall not be subject to any penalty under this section.

Any person who lawfully obtains a copy of a photograph or video or audio recording pursuant to this subsection shall be required to sign a statement acknowledging that they have received notice that any unauthorized disclosure of the photograph or video or audio recording is a Class 2 misdemeanor.

(d) A person who is denied access to copies of photographs or video or audio recordings, or who is restricted in the use the person may make of the photographs or video or audio recordings under this section, may commence a special proceeding in accordance with Article 33 of Chapter 1 of the General Statutes. Upon a showing of good cause, the clerk may issue an order authorizing the person to copy or disclose a photograph or video or audio recording of an autopsy and may prescribe any restrictions or stipulations that the clerk deems appropriate. In determining good cause, the clerk shall consider whether the disclosure is necessary for the public evaluation of governmental performance; the seriousness of the intrusion into the family's right to privacy and whether the disclosure is the least intrusive means available; and the availability of similar information in other public records, regardless of form. In all cases, the viewing, copying, listening to, or other handling of a photograph or video or audio recording of an autopsy shall be under the direct supervision of the Chief

Medical Examiner or the Chief Medical Examiner's designee. A party aggrieved by an order of the clerk may appeal to the appropriate court in accordance with Article 27A of Chapter 1 of the General Statutes.

(e) The petitioner shall provide reasonable notice of the commencement of a special proceeding, as authorized by subsection (d) of this section, and reasonable notice of the opportunity to be present and heard at any hearing on the matter in accordance with Rule 5 of the Rules of Civil Procedure. The notice shall be provided to the personal representative of the estate of the deceased, if any, and to the surviving spouse of the deceased. If there is no surviving spouse, then the notice shall be provided to the deceased's parents, and if the deceased has no living parent, then to the adult child of the deceased or to the guardian or custodian of a minor child of the deceased.

(f) This section does not apply to the use of autopsy photographs or video or audio recordings in a criminal, civil, or administrative proceeding except that nothing in this section prohibits a court or presiding officer, upon good cause shown, from restricting or otherwise controlling the disclosure to persons other than the parties and attorneys to the proceeding of an autopsy, crime scene, or similar photograph or video or audio recordings in the manner provided under this section.

(g) Any person who willfully and knowingly violates this section is guilty of a Class 2 misdemeanor, provided that more than one disclosure of the same item by the same person is not a separate offense.

(h) Any person not authorized by this section to obtain a copy of an autopsy photograph or video or audio recording, who knowingly and willfully removes, copies, or otherwise creates an image of an autopsy photograph or video or audio recording with intent to steal the same, is guilty of a Class 1 misdemeanor. (2005-393, s. 3.)

§ 130A-390. Exhumations.

(a) In any case of death described in G.S. 130A-383 or 130A-384 where the body is buried without investigation by a medical examiner as to the cause and manner of death or where sufficient cause develops for further investigation after a body is buried as determined by a county medical examiner or the Chief Medical Examiner, the Chief Medical Examiner shall authorize an investigation and send a report of the investigation with recommendations to the appropriate district attorney. The district attorney may forward the report to the superior court judge and petition for disinterment. The judge may order that the body be exhumed and that an autopsy be performed by the Chief Medical Examiner. A report of the autopsy and other pathological studies shall be delivered to the judge. The cost of the exhumation, autopsy, transportation and disposition of the body shall be paid by the State. However, if the deceased is a resident of the county in which death or fatal injury occurred, that county shall pay the cost.

(b) Any person may petition a judge of the superior court for an order of exhumation. Upon showing of sufficient cause, the judge may order the body exhumed. The cost incurred shall be assigned to the petitioner.

(c) Without applying for a judicial exhumation order, the next-of-kin of a deceased person may have the remains exhumed, examined by the Chief Medical Examiner and redispersed. The cost shall be paid by the next-of-kin. (1983, c. 891, s. 2; 1991, c. 463, s. 3.)

§ 130A-391: Repealed by Session Laws 2008-153, s. 3, effective August 2, 2008.

§ 130A-392. Reports and records as evidence.

Reports of investigations made by a county medical examiner or by the Chief Medical Examiner and toxicology and autopsy reports made pursuant to this Part may be received as evidence in any court or other proceeding. Copies of records, photographs, laboratory findings and records in the Office of the Chief Medical Examiner, any county medical examiner or

designated pathologist, when duly certified, shall have the same evidentiary value as the original. (1967, c. 1154, s. 1; 1973, c. 476, s. 128; 1981, c. 187, s. 8; 1983, c. 891, s. 2.)

§ 130A-393. Rules.

The Commission shall adopt rules to carry out the intent and purpose of this Part. (1967, c. 1154, s. 1; 1973, c. 476, s. 128; 1981, c. 614, s. 15; 1983, c. 891, s. 2.)

§ 130A-394. Coroner to hold inquests.

In every case requiring the medical examiner to be notified, as provided by G.S. 130A-383, the coroner shall be notified by the medical examiner, and the coroner shall hold an inquest and preliminary hearing in those instances as required in G.S. 152-7. The coroner shall file a written report of his investigation with the district attorney of the superior court and the medical examiner. The body shall remain in the custody and control of the medical examiner. However, if a county has abolished the office of coroner pursuant to the provisions of Chapter 152A at a time when Chapter 152A was in effect in the county: (i) The provisions of this Article relating to coroner shall not be applicable to the county, (ii) the provisions of G.S. 152A-9 shall remain in full force and effect in the county, and (iii) Chapter 152 of the General Statutes shall not be applicable in the county. (1955, c. 972, s. 1; 1957, c. 1357, s. 1; 1967, c. 1154, s. 1; 1969, c. 299; 1973, c. 47, s. 2; 1983, c. 891, s. 2; 1985, c. 462, s. 1.)

§ 130A-395. Handling and transportation of bodies.

(a) It shall be the duty of the physician licensed to practice medicine under Chapter 90 attending any person who dies and is known to have smallpox, plague, HIV infection, hepatitis B infection, rabies, or Jakob-Creutzfeldt to provide written notification to all individuals handling the body of the proper precautions to prevent infection. This written notification shall be provided to funeral service personnel at the time the body is removed from any hospital, nursing home, or other health care facility. When the patient dies in a location other than a health care facility, the attending physician shall notify the funeral service personnel verbally of the precautions required in subsections (b) and (c) as soon as the physician becomes aware of the death.

(b) The body of a person who died from smallpox or plague shall not be embalmed. The body shall be enclosed in a strong, tightly sealed outer case which will prevent leakage or escape of odors as soon as possible after death and before the body is removed from the hospital room, home, building, or other premises where the death occurred. This case shall not be reopened except with the consent of the local health director.

(c) Persons handling bodies of persons who died and were known to have HIV infection, hepatitis B infection, Jakob-Creutzfeldt, or rabies shall be provided written notification to observe blood and body fluid precautions. (1989, c. 698, s. 4.)

§§ 130A-396 through 130A-397: Reserved for future codification purposes.

Part 2. Autopsies.

§ 130A-398. Limitation on right to perform autopsy.

The right to perform an autopsy shall be limited to those cases in which:

- (1) The Chief Medical Examiner or a county medical examiner, acting pursuant to G.S. 130A-389, directs that an autopsy be performed;
- (2) The Commission of Anatomy, acting pursuant to G.S. 130A-415, has given written consent for an autopsy to be performed on an unclaimed body;
- (3) A prosecuting officer or district attorney, acting pursuant to G.S. 15-7 in case of homicide, directs that an autopsy be performed;

- (4) The decedent directs in writing prior to death that an autopsy be performed upon the occurrence of the decedent's death;
- (4a) The health care agent under a health care power of attorney with authority to make decisions with respect to autopsies requests that an autopsy be performed upon the deceased principal;
- (5) The personal representative of the estate of the decedent requests that an autopsy be performed upon the decedent; or
- (6) Any of the following persons, in order of priority, when persons in prior classes are not available at the time of death, and in the absence of actual notice of contrary indications by the decedent or actual opposition by a member of the same or prior class, authorizes an autopsy to be performed:
 - a. The spouse;
 - b. Any adult child or stepchild;
 - c. Any parent or stepparents;
 - d. Any adult sibling;
 - e. A guardian of the person of the decedent at the time of the decedent's death;
 - f. Any relative or person who accepts responsibility for final disposition of the body by other customary and lawful procedures;
 - g. Any person under obligation to dispose of the body. (1931, c. 152; 1933, c. 209; 1967, c. 1154, s. 4; 1969, c. 444; 1973, c. 47, s. 2; 1983, c. 891, s. 2; 2005-351, s. 5; 2006-226, s. 32.)

§ 130A-399. Postmortem examination of inmates of certain public institutions.

Upon the death of any inmate of an institution maintained by the State, or a city, county or other political subdivision of the State, for the care of the sick, mentally ill or mentally retarded, the administrator of the institution in which the death occurs is empowered to authorize a postmortem examination of the deceased person. The examination shall be of a scope and nature necessary to promote knowledge of the human organism and its disorders. (1943, c. 87, s. 1; 1983, c. 891, s. 2.)

§ 130A-400. Written consent for postmortem examinations required.

An administrator of an institution shall not authorize a postmortem examination described in G.S. 130A-399 without first securing the written consent of the deceased person's spouse, one of the next-of-kin or nearest known relative, or other person charged by law with the duty of burial, in the order named and as known. A copy of the written consent shall be filed in the office of the administrator of the institution where the inmate died. (1943, c. 87, s. 3; 1983, c. 891, s. 2.)

§ 130A-401. Postmortem examinations in certain medical schools.

The postmortem examinations and studies authorized by G.S. 130A-399 may be made in the laboratories of medical schools of colleges and universities on conditions established by the administrator. (1943, c. 87, s. 2; 1983, c. 891, s. 2.)

Part 3. Uniform Anatomical Gift Act.

§ 130A-402: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.

§ 130A-403: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.

§ 130A-404: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.

- § 130A-405: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.
- § 130A-406: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.
- § 130A-407: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.
- § 130A-408: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.
- § 130A-409: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.
- § 130A-410: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.
- § 130A-411: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.
- § 130A-412: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.
- § 130A-412.1: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.
- § 130A-412.2: Repealed by Session Laws 2007-538, s. 3(b), effective October 1, 2007.

Part 3A. Revised Uniform Anatomical Gift Act.

§ 130A-412.3. **Short title.**

This Part may be cited as the Revised Uniform Anatomical Gift Act. (2007-538, s. 1.)

§ 130A-412.4. **Definitions.**

The following definitions apply in this Part:

- (1) "Adult" means an individual who is at least 18 years of age.
- (2) "Agent" means an individual:
 - a. Authorized to make an anatomical gift on the principal's behalf under a power of attorney for health care; or
 - b. Expressly authorized to make an anatomical gift on the principal's behalf by any other record signed by the principal.
- (3) "Anatomical gift" means a donation of all or part of a human body to take effect after the donor's death for the purpose of transplantation, therapy, research, or education.
- (4) "Body part" means an organ, an eye, or tissue of a human being. The term does not include the whole body.
- (5) "Decedent" means a deceased individual whose body or body part is or may be the source of an anatomical gift. The term includes a stillborn infant and, subject to restrictions imposed by law other than this Article, a fetus.
- (6) "Disinterested witness" means any individual except for the following:
 - a. The donor's: spouse, child, parent, sibling, grandchild, grandparent, or guardian.
 - b. An adult who exhibited special care and concern for the donor.
 - c. A person to whom an anatomical gift could pass under G.S. 130A-412.13.
- (7) "Document of gift" means a donor card or other record used to make an anatomical gift. The term includes a statement or symbol on a drivers license, identification card, or donor registry.
- (8) "Donor" means an individual whose body or body part is the subject of an anatomical gift.

- (9) "Donor registry" means a database that contains records of anatomical gifts and amendments to or revocations of anatomical gifts.
- (10) "Drivers license" means a license or permit issued by the North Carolina Department of Transportation, Division of Motor Vehicles, to operate a vehicle, whether or not conditions are attached to the license or permit.
- (11) "Eye bank" means an entity that is licensed, accredited, or regulated under federal or state law to engage in the recovery, screening, testing, processing, storage, or distribution of human eyes or portions of human eyes.
- (12) "Guardian" means a person appointed by a court to make decisions regarding the support, care, education, health, or welfare of an individual. The term does not include a guardian ad litem.
- (12a) "Health care decision" means any decision made regarding the health care of the prospective donor.
- (13) "Hospital" means a facility licensed as a hospital under the law of any state or a facility operated as a hospital by the United States, a state, or a subdivision of a state.
- (14) "Identification card" means an identification card issued by the North Carolina Department of Transportation, Division of Motor Vehicles.
- (15) "Know" means to have actual knowledge.
- (16) "Minor" means an individual who is under 18 years of age.
- (17) "Organ procurement organization" means a person designated by the Secretary of the United States Department of Health and Human Services as an organ procurement organization.
- (18) "Parent" means a parent whose parental rights have not been terminated.
- (19) "Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, public corporation, government or governmental subdivision, agency, or instrumentality, or any other legal or commercial entity.
- (20) "Physician" means an individual authorized to practice medicine or osteopathy under the law of any state.
- (21) "Procurement organization" means an eye bank, organ procurement organization, or tissue bank.
- (22) "Prospective donor" means an individual who is dead or near death and has been determined by a procurement organization to have a body part that could be medically suitable for transplantation, therapy, research, or education. The term does not include an individual who has made a refusal.
- (23) "Reasonably available" means able to be contacted by a procurement organization without undue effort and willing and able to act in a timely manner consistent with existing medical criteria necessary for the making of an anatomical gift.
- (24) "Recipient" means an individual into whose body a decedent's body part has been or is intended to be transplanted.
- (25) "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
- (26) "Refusal" means a record created under G.S. 130A-412.9 that expressly states an intent to bar other persons from making an anatomical gift of an individual's body or body part.
- (27) "Sign" means, with the present intent to authenticate or adopt a record:
 - a. To execute or adopt a tangible symbol; or

- b. To attach to or logically associate with the record an electronic symbol, sound, or process.
- (28) "State" means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.
- (29) "Technician" means an individual determined to be qualified to remove or process body parts by an appropriate organization that is licensed, accredited, or regulated under federal or state law. The term includes an enucleator.
- (30) "Tissue" means a portion of the human body other than an organ or an eye. The term does not include blood unless the blood is donated for the purpose of research or education.
- (31) "Tissue bank" means a person that is licensed, accredited, or regulated under federal or state law to engage in the recovery, screening, testing, processing, storage, or distribution of tissue.
- (32) "Transplant hospital" means a hospital that furnishes organ transplants and other medical and surgical specialty services required for the care of transplant patients. (2007-538, s. 1.)

§ 130A-412.5. Applicability.

This act applies to an anatomical gift or amendment to, revocation of, or refusal to make an anatomical gift, whenever made. (2007-538, s. 1.)

§ 130A-412.6. Who may make an anatomical gift before donor's death.

Subject to G.S. 130A-412.10, an anatomical gift of a donor's body or body part may be made during the life of the donor for the purpose of transplantation, therapy, research, or education in the manner provided in G.S. 130A-412.7 by:

- (1) The donor, if the donor is an adult or if the donor is a minor and is:
 - a. Emancipated; or
 - b. Authorized under State law to apply for a drivers license because the donor is at least 16 years of age;
- (2) An agent of the donor to the extent authorized under a power of attorney for health care or other record;
- (3) A parent of the donor, if the donor is an unemancipated minor; or
- (4) The donor's guardian. (2007-538, s. 1.)

§ 130A-412.7. Manner of making anatomical gift before donor's death.

(a) A donor may make an anatomical gift by any of the following methods:

- (1) By authorizing that a statement or symbol be imprinted on the donor's drivers license or identification card indicating that the donor has made an anatomical gift. Anatomical gifts made by this method shall not include a donation of tissue or the donor's body.
- (2) In a will.
- (3) During a terminal illness or injury of the donor, by any form of communication addressed to at least two adults, at least one of whom is a disinterested witness.
- (4) As provided in subsection (b) of this section.

(b) A donor or other person authorized to make an anatomical gift under G.S. 130A-412.6 may make a gift by a signed donor card or other record signed by the donor or other person making the gift or by authorizing that a statement or symbol indicating that the donor has made an anatomical gift be included on a donor registry. If the donor or other person

is physically unable to sign a record, the record may be signed by another individual at the direction of the donor or other person and must:

- (1) Be witnessed by at least two adults, at least one of whom is a disinterested witness, who have signed at the request of the donor or the other person; and
- (2) State that it has been signed and witnessed as provided in subdivision (1) of this subsection.

(c) Revocation, suspension, expiration, or cancellation of a drivers license or identification card upon which an anatomical gift is indicated does not invalidate the gift.

(d) An anatomical gift made by will takes effect upon the donor's death whether or not the will is probated. Invalidation of the will after the donor's death does not invalidate the gift. (2007-538, s. 1.)

§ 130A-412.8. Amending or revoking anatomical gift before donor's death.

(a) Subject to G.S. 130A-412.10, a donor or other person authorized to make an anatomical gift under G.S. 130A-412.6 may amend or revoke an anatomical gift by:

- (1) A record signed by:
 - a. The donor;
 - b. The other person; or
 - c. Subject to subsection (b) of this section, another individual acting at the direction of the donor or the other person if the donor or other person is physically unable to sign; or
- (2) A later-executed document of gift that amends or revokes a previous anatomical gift or portion of an anatomical gift, either expressly or by inconsistency.

(b) A record signed pursuant to sub-subdivision c. of subdivision (1) of subsection (a) of this section must:

- (1) Be witnessed by at least two adults, at least one of whom is a disinterested witness, who have signed at the request of the donor or the other person; and
- (2) State that it has been signed and witnessed as provided in subdivision (1) of this subsection.

(c) Subject to G.S. 130A-412.10, a donor or other person authorized to make an anatomical gift under G.S. 130A-412.6 may revoke an anatomical gift by the destruction or cancellation of the document of gift, or the portion of the document of gift used to make the gift, with the intent to revoke the gift.

(d) A donor may amend or revoke an anatomical gift that was not made in a will by any form of communication during a terminal illness or injury addressed to at least two adults, at least one of whom is a disinterested witness.

(e) A donor who makes an anatomical gift in a will may amend or revoke the gift in the manner provided for amendment or revocation of wills or as provided in subsection (a) of this section. (2007-538, s. 1.)

§ 130A-412.9. Refusal to make anatomical gift; effect of refusal.

(a) An individual may refuse to make an anatomical gift of the individual's body or body part by:

- (1) A record signed by:
 - a. The individual; or
 - b. Subject to subsection (b) of this section, another individual acting at the direction of the individual if the individual is physically unable to sign;
- (2) The individual's will, whether or not the will is admitted to probate or invalidated after the individual's death; or

- (3) Any form of communication made by the individual during the individual's terminal illness or injury addressed to at least two adults, at least one of whom is a disinterested witness.
- (b) A record signed pursuant to sub-subdivision b. of subdivision (1) of subsection (a) of this section must:
 - (1) Be witnessed by at least two adults, at least one of whom is a disinterested witness, who have signed at the request of the individual; and
 - (2) State that it has been signed and witnessed as provided in subdivision (1) of this subsection.
- (c) An individual who has made a refusal may amend or revoke the refusal:
 - (1) In the manner provided in subsection (a) of this section for making a refusal;
 - (2) By subsequently making an anatomical gift pursuant to G.S. 130A-412.7 that is inconsistent with the refusal; or
 - (3) By destroying or canceling the record evidencing the refusal, or the portion of the record used to make the refusal, with the intent to revoke the refusal.
- (d) Except as otherwise provided in G.S. 130A-412.10(h), in the absence of an express, contrary indication by the individual set forth in the refusal, an individual's unrevoked refusal to make an anatomical gift of the individual's body or body part bars all other persons from making an anatomical gift of the individual's body or body part. (2007-538, s. 1.)

§ 130A-412.10. Preclusive effect of an anatomical gift, amendment, or revocation.

(a) Except as otherwise provided in subsection (g) of this section and subject to subsection (f) of this section, in the absence of an express, contrary indication by the donor, a person other than the donor is barred from making, amending, or revoking an anatomical gift of a donor's body or body part if either of the following apply:

- (1) The donor made an anatomical gift of the donor's body or body part under G.S. 130A-412.7.
- (2) The donor made an amendment to an anatomical gift of the donor's body or body part under G.S. 130A-412.8.

(b) A donor's revocation of an anatomical gift of the donor's body or body part under G.S. 130A-412.8 is not a refusal and does not bar another person specified in G.S. 130A-412.6 or G.S. 130A-412.11 from making an anatomical gift of the donor's body or body part under G.S. 130A-412.7 or G.S. 130A-412.12.

(c) If a person other than the donor makes an unrevoked anatomical gift of the donor's body or body part under G.S. 130A-412.7 or an amendment to an anatomical gift of the donor's body or body part under G.S. 130A-412.8, another person may not make, amend, or revoke the gift of the donor's body or body part under G.S. 130A-412.12.

(d) A revocation of an anatomical gift of a donor's body or body part under G.S. 130A-412.8 by a person other than the donor does not bar another person from making an anatomical gift of the body or body part under G.S. 130A-412.7 or G.S. 130A-412.12.

(e) In the absence of an express, contrary indication by the donor or other person authorized to make an anatomical gift under G.S. 130A-412.6, an anatomical gift of a body part is neither a refusal to give another body part nor a limitation on the making of an anatomical gift of another body part at a later time by the donor or another person.

(f) In the absence of an express, contrary indication by the donor or other person authorized to make an anatomical gift under G.S. 130A-412.6, an anatomical gift of a body part for one or more of the purposes set forth in G.S. 130A-412.6 is not a limitation on the making of an anatomical gift of the body part for any of the other purposes by the donor or any other person under G.S. 130A-412.7 or G.S. 130A-412.12.

(g) If a donor who is an unemancipated minor dies, a parent of the donor who is reasonably available may revoke or amend an anatomical gift of the donor's body or body part.

(h) If an unemancipated minor who signed a refusal dies, a parent of the minor who is reasonably available may revoke the minor's refusal. (2007-538, s. 1.)

§ 130A-412.11. Who may make an anatomical gift of decedent's body or body part.

(a) Subject to subsections (b) and (c) of this section, and unless barred by G.S. 130A-412.9 or G.S. 130A-412.10, an anatomical gift of a decedent's body or body part for purpose of transplantation, therapy, research, or education may be made by any member of the following classes of persons who is reasonably available, in the order of priority listed:

- (1) An agent of the decedent at the time of death who could have made an anatomical gift under G.S. 130A-412.6(2) immediately before the decedent's death;
- (2) The spouse of the decedent;
- (3) Adult children of the decedent;
- (4) Parents of the decedent;
- (5) Adult siblings of the decedent;
- (6) Adult grandchildren of the decedent;
- (7) Grandparents of the decedent;
- (8) An adult who exhibited special care and concern for the decedent;
- (9) The persons who were acting as the guardians of the person of the decedent at the time of death; and
- (10) Any other person having the authority to dispose of the decedent's body.

(b) If there is more than one member of a class listed in subdivision (a)(1), (3), (4), (5), (6), (7), or (9) of this section entitled to make an anatomical gift, an anatomical gift may be made by a member of the class unless that member or a person to which the gift may pass under G.S. 130A-412.13 knows of an objection by another member of the class. If an objection is known, the gift may be made only by a majority of the members of the class who are reasonably available.

(c) A person may not make an anatomical gift if, at the time of the decedent's death, a person in a prior class under subsection (a) of this section is reasonably available to make or to object to the making of an anatomical gift. (2007-538, s. 1.)

§ 130A-412.12. Manner of making, amending, or revoking anatomical gift of decedent's body or body part.

(a) A person authorized to make an anatomical gift under G.S. 130A-412.11 may make an anatomical gift by a document of gift signed by the person making the gift or by that person's oral communication that is electronically recorded or is contemporaneously reduced to a record and signed by the individual receiving the oral communication.

(b) Subject to subsection (c) of this section, an anatomical gift by a person authorized under G.S. 130A-412.11 may be amended or revoked orally or in a record by any member of a prior class who is reasonably available. If more than one member of the prior class is reasonably available, the gift made by a person authorized under G.S. 130A-412.11 may be:

- (1) Amended only if a majority of the reasonably available members agrees to the amending of the gift; or
- (2) Revoked only if a majority of the reasonably available members agrees to the revoking of the gift or if they are equally divided as to whether to revoke the gift.

(c) A revocation under subsection (b) of this section is effective only if, before an incision has been made to remove a body part from the donor's body or before invasive procedures have begun to prepare the recipient, the procurement organization, transplant hospital, or physician or technician knows of the revocation. (2007-538, s. 1.)

§ 130A-412.13. Persons that may receive anatomical gift; purpose of anatomical gift.

(a) An anatomical gift may be made to the following persons named in the document of gift:

- (1) A hospital; accredited medical school, dental school, college, or university; organ procurement organization; or other appropriate person, including the Commission on Anatomy, for research or education;
- (2) Subject to subsection (b) of this section, an individual designated by the person making the anatomical gift if the individual is the recipient of the body part;
- (3) An eye bank or tissue bank.

(b) If an anatomical gift to an individual under subdivision (a)(2) of this section cannot be transplanted into the individual, the body part passes in accordance with subsection (g) of this section in the absence of an express, contrary indication by the person making the anatomical gift.

(c) If an anatomical gift of one or more specific body parts or of all body parts is made in a document of gift that does not name a person described in subsection (a) of this section but identifies the purpose for which an anatomical gift may be used, the following rules apply:

- (1) If the body part is an eye and the gift is for the purpose of transplantation or therapy, the gift passes to the appropriate eye bank.
- (2) If the body part is tissue and the gift is for the purpose of transplantation or therapy, the gift passes to the appropriate tissue bank.
- (3) If the body part is an organ and the gift is for the purpose of transplantation or therapy, the gift passes to the appropriate organ procurement organization as custodian of the organ.
- (4) If the body part is an organ, an eye, or tissue and the gift is for the purpose of research or education, the gift passes to the appropriate procurement organization.

(d) For the purpose of subsection (c) of this section, if there is more than one purpose of an anatomical gift set forth in the document of gift but the purposes are not set forth in any priority, the gift must be used for transplantation or therapy, if suitable. If the gift cannot be used for transplantation or therapy, the gift may be used for research or education.

(e) If an anatomical gift of one or more specific body parts is made in a document of gift that does not name a person described in subsection (a) of this section and does not identify the purpose of the gift, the gift may be used only for transplantation or therapy, and the gift passes in accordance with subsection (g) of this section.

(f) If a document of gift specifies only a general intent to make an anatomical gift by words such as "donor," "organ donor," or "body donor," or by a symbol or statement of similar import, the gift may be used only for transplantation or therapy, and the gift passes in accordance with subsection (g) of this section.

(g) For purposes of subsections (b), (e), and (f) of this section, the following rules apply:

- (1) If the body part is an eye, the gift passes to the appropriate eye bank.
- (2) If the body part is tissue, the gift passes to the appropriate tissue bank.
- (3) If the body part is an organ, the gift passes to the appropriate organ procurement organization as custodian of the organ.

(h) An anatomical gift of an organ for transplantation or therapy, other than an anatomical gift under subdivision (a)(2) of this section, passes to the organ procurement organization as custodian of the organ.

(i) If an anatomical gift does not pass pursuant to subsections (a) through (h) of this section or the decedent's body or body part is not used for transplantation, therapy, research, or

education, then custody of the body or body part passes to the person under obligation to dispose of the body or body part.

(j) A person may not accept an anatomical gift if the person knows that the gift was not effectively made under G.S. 130A-412.7 or G.S. 130A-412.12 or if the person knows that the decedent made a refusal under G.S. 130A-412.9 that was not revoked. For purposes of this subsection, if a person knows that an anatomical gift was made on a document of gift, the person is deemed to know of any amendment or revocation of the gift or any refusal to make an anatomical gift on the same document of gift.

(k) Except as otherwise provided in subdivision (a)(2) of this section, nothing in this act affects the allocation of organs for transplantation or therapy. (2007-538, s. 1.)

§ 130A-412.14. Search and notification.

A search of an individual who is reasonably believed to be dead or near death for a document of gift or other information identifying the individual as a donor or as an individual who made a refusal, and, if applicable, notification of the hospital to which the individual is taken, shall be governed by G.S. 90-602. (2007-538, s. 1; 2008-153, s. 2.)

§ 130A-412.15. Delivery of document of gift not required; right to examine.

(a) A document of gift need not be delivered during the donor's lifetime to be effective.

(b) Upon or after an individual's death, a person in possession of a document of gift or a refusal to make an anatomical gift with respect to the individual shall allow examination and copying of the document of gift or refusal by a person authorized to make or object to the making of an anatomical gift with respect to the individual or by a person to which the gift could pass under G.S. 130A-412.13. (2007-538, s. 1.)

§ 130A-412.16. Rights and duties of procurement organization and others.

(a) When a hospital refers an individual at or near death to a procurement organization, the organization shall make a reasonable search of the records of the North Carolina Department of Transportation, Division of Motor Vehicles, and any donor registry that it knows exists for the geographical area in which the individual resides to ascertain whether the individual has made an anatomical gift.

(b) A procurement organization must be allowed reasonable access to information in the records of the North Carolina Department of Transportation, Division of Motor Vehicles, to ascertain whether an individual at or near death is a donor.

(c) When a hospital refers an individual at or near death to a procurement organization, the organization may conduct any reasonable examination necessary to ensure the medical suitability of a body part that is or could be the subject of an anatomical gift for transplantation, therapy, research, or education from a donor or a prospective donor. During the examination period, measures necessary to ensure the medical suitability of the body part may not be withdrawn unless the hospital or procurement organization knows that the individual expressed a contrary intent.

(d) Unless prohibited by law other than this Part, at any time after a donor's death, the person to which a body part passes under G.S. 130A-412.13 may conduct any reasonable examination necessary to ensure the medical suitability of the body or body part for its intended purpose.

(e) Unless otherwise prohibited by law, an examination under subsection (c) or (d) of this section may include an examination of all medical and dental records of the donor or prospective donor.

(f) Upon the death of a minor who was a donor or had signed a refusal, unless a procurement organization knows the minor is emancipated, the procurement organization shall

conduct a reasonable search for the parents of the minor and provide the parents with an opportunity to revoke or amend the anatomical gift or revoke the refusal.

(g) Upon referral by a hospital under subsection (a) of this section, a procurement organization shall make a reasonable search for any person listed in G.S. 130A-412.11 having priority to make an anatomical gift on behalf of a prospective donor. If a procurement organization receives information that an anatomical gift to any other person was made, amended, or revoked, it shall promptly advise the other person of all relevant information.

(h) Subject to G.S. 130A-412.13(i) and G.S. 130A-412.25, the rights of the person to which a body part passes under G.S. 130A-412.13 are superior to the rights of all others with respect to the body part. The person may accept or reject an anatomical gift in whole or in part. Subject to the terms of the document of gift and this Part, a person that accepts an anatomical gift of an entire body may allow embalming, burial, or cremation, and use of remains in a funeral service. If the gift is of a body part, the person to which the body part passes under G.S. 130A-412.13, upon the death of the donor and before embalming, burial, or cremation, shall cause the body part to be removed without unnecessary mutilation.

(i) Neither the physician who attends the decedent at death nor the physician who determines the time of the decedent's death may participate in the procedures for removing or transplanting a part from the decedent.

(j) A physician or technician may remove a donated body part from the body of a donor that the physician or technician is qualified to remove. (2007-538, s. 1.)

§ 130A-412.17. Coordination of procurement and use.

Each hospital in this State shall enter into agreements or affiliations with procurement organizations for coordination of procurement and use of anatomical gifts. (2007-538, s. 1.)

§ 130A-412.18. Sale or purchase of body parts prohibited.

(a) Except as otherwise provided in subsection (b) of this section, a person, that for valuable consideration, knowingly purchases or sells a body part for transplantation or therapy if removal of a body part from an individual is intended to occur after the individual's death commits a Class H felony and upon conviction may be fined up to fifty thousand dollars (\$50,000) for each offense.

(b) A person may charge a reasonable amount for the removal, processing, preservation, quality control, storage, transportation, implantation, or disposal of a body part. (2007-538, s. 1.)

§ 130A-412.19. Other prohibited acts.

A person that, in order to obtain a financial gain, intentionally falsifies, forges, conceals, defaces, or obliterates a document of gift, an amendment or revocation of a document of gift, or a refusal commits a Class H felony and upon conviction may be fined up to fifty thousand dollars (\$50,000) for each offense. (2007-538, s. 1.)

§ 130A-412.20. Immunity.

(a) A person that acts with due care in accordance with this Part or with the applicable anatomical gift law of another state, or attempts in good faith to do so, is not liable for the act in a civil action, criminal prosecution, or administrative proceeding.

(b) Neither the person making an anatomical gift nor the donor's estate is liable for any injury or damage that results from the making or use of the gift.

(c) In determining whether an anatomical gift has been made, amended, or revoked under this Part, a person may rely upon representations of an individual listed in subdivisions (2) through (8) of G.S. 130A-412.11(a) relating to the individual's relationship to the donor or prospective donor unless the person knows that the representation is untrue. (2007-538, s. 1.)

§ 130A-412.21. Law governing validity; choice of law as to execution of document of gift; presumption of validity.

- (a) A document of gift is valid if executed in accordance with:
- (1) This Part;
 - (2) The laws of the state or country where it was executed; or
 - (3) The laws of the state or country where the person making the anatomical gift was domiciled, has a place of residence, or was a national at the time the document of gift was executed.
- (b) If a document of gift is valid under this section, the law of this State governs the interpretation of the document of gift.
- (c) A person may presume that a document of gift or amendment of an anatomical gift is valid unless that person knows that it was not validly executed or was revoked. (2007-538, s. 1.)

§ 130A-412.22. Donor registry.

The online Organ Donor Registry Internet site established pursuant to G.S. 20-43.2 shall be the State donor registry for anatomical gifts made pursuant to this Part. Requirements for maintenance and use of the State donor registry shall be as provided under G.S. 20-43.2. (2007-538, s. 1.)

§ 130A-412.23. Cooperation between a medical examiner and the procurement organization.

(a) The medical examiner shall cooperate with procurement organizations to maximize the opportunity to recover anatomical gifts for the purpose of transplantation, therapy, research, or education.

(b) If a medical examiner receives notice from a procurement organization that an anatomical gift might be available or was made with respect to a decedent whose body is under the jurisdiction of the medical examiner and a postmortem examination is going to be performed, unless the medical examiner denies recovery in accordance with G.S. 130A-412.24, the medical examiner or designee shall conduct a postmortem examination of the body or the body part in a manner and within a period compatible with its preservation for the purposes of the gift.

(c) A body part may not be removed from the body of a decedent under the jurisdiction of a medical examiner for transplantation, therapy, research, or education unless the body part is the subject of an anatomical gift. The body of a decedent under the jurisdiction of the medical examiner may not be delivered to a person for research or education unless the body is the subject of an anatomical gift. This subsection does not preclude a medical examiner from performing the medicolegal investigation upon the body or body parts of a decedent under the jurisdiction of the medical examiner.

(d) As used in this section and G.S. 130A-412.24, "medical examiner" includes the Chief Medical Examiner, a county medical examiner, or a designee of either. (2007-538, s. 1.)

§ 130A-412.24. Facilitation of anatomical gift from decedent whose body is under the jurisdiction of a medical examiner.

(a) Upon request of a procurement organization, a medical examiner shall release to the procurement organization the name, contact information, and available medical and social history of a decedent whose body is or will come under the jurisdiction of the medical examiner. If the decedent's body or body part is medically suitable for transplantation, therapy, research, or education, the medical examiner shall release postmortem examination results to the procurement organization. The procurement organization may make a subsequent

disclosure of the postmortem examination results or other information received from the medical examiner only if relevant to transplantation or therapy.

(b) The medical examiner may conduct a medicolegal examination, including physical examination of a donor or prospective donor and review of all medical records, laboratory test results, X-rays, other diagnostic results, and other information that any person possesses about a donor or prospective donor whose body is under the jurisdiction of the medical examiner or whose body would be under the medical examiner's jurisdiction upon death and that the medical examiner determines may be relevant to the investigation.

(c) A person that has any information requested by a medical examiner pursuant to subsection (b) of this section shall provide that information as expeditiously as possible to allow the medical examiner to conduct the medicolegal investigation within a period compatible with the preservation of body parts for the purpose of transplantation, therapy, research, or education.

(d) If an anatomical gift has been or might be made of a body part of a decedent whose body is under the jurisdiction of the medical examiner and a postmortem examination is not required, or the medical examiner determines that a postmortem examination is required but that the recovery of the body part that is the subject of an anatomical gift will not interfere with the examination, the medical examiner and procurement organization shall cooperate in the timely removal of the body part from the decedent for the purpose of transplantation, therapy, research, or education.

(e) If an anatomical gift of a body part from the decedent under the jurisdiction of the medical examiner has been or might be made, but the medical examiner initially believes that the recovery of the body part could interfere with the postmortem investigation into the decedent's cause or manner of death, the collection of evidence, or the description, documentation, or interpretation of injuries on the body, the medical examiner shall consult with the procurement organization or physician or technician designated by the procurement organization about the proposed recovery. After consultation, the medical examiner may deny or allow the recovery.

(f) If the medical examiner or designee allows recovery of a body part under subsection (d) or (e) of this section, the procurement organization shall provide the medical examiner or designee with a record describing the condition of the body part signed by the physician or technician who removes the body part and any other information and observations that would assist in the postmortem examination. (2007-538, s. 1.)

§ 130A-412.25: Reserved for future codification purposes.

§ 130A-412.26: Reserved for future codification purposes.

§ 130A-412.27: Reserved for future codification purposes.

§ 130A-412.28: Reserved for future codification purposes.

§ 130A-412.29: Reserved for future codification purposes.

§ 130A-412.30. Use of tissue declared a service; standard of care; burden of proof.

The procurement, processing, distribution or use of whole blood, plasma, blood products, blood derivatives and other human tissues such as corneas, bones or organs for the purpose of injecting, transfusing or transplanting any of them into the human body is declared to be, for all purposes, the rendition of a service by every participating person or institution. Whether or not any remuneration is paid, the service is declared not to be a sale of whole blood, plasma, blood products, blood derivatives or other human tissues, for any purpose. No person or institution

shall be liable in warranty, express or implied, for the procurement, processing, distribution or use of these items but nothing in this section shall alter or restrict the liability of a person or institution in negligence or tort in consequence of these services. (1971, c. 836; 1983, c. 891, s. 2; 2007-538, s. 3(a).)

§ 130A-412.31. Giving of blood by persons 16 years of age or more.

A person who is 16 years of age or more may give or donate blood to an individual, hospital, blood bank or blood collection center without the consent of the parent or parents or guardian of the donor. It shall be unlawful for a person under the age of 18 years to sell blood. (1971, c. 10; c. 1093, s. 16; 1977, c. 373; 1983, c. 891, s. 2; 2007-538, s. 3(a); 2008-153, s. 9.)

§ 130A-412.32. Duty of hospitals to establish organ procurement protocols.

(a) In order to facilitate the goals of this Part, each hospital shall establish written protocols that:

- (1) Require that only the organ procurement organization designated by the Secretary of Health and Human Services be notified of all deaths or impending brain deaths meeting criteria for notification as established by the designated organ procurement organization; and
- (2) Ensure that notification required under subdivision (1) of this subsection be made as soon as it is determined that brain death is imminent or cardiac death has occurred.

(b) Hospitals shall provide their federally designated organ procurement organizations and tissue banks reasonable access to patients' medical records for the purpose of determining organ or tissue donation potential.

(c) The family of any person whose organ or tissue is donated for transplantation shall not be financially liable for any costs related to the evaluation of the suitability of the donor's organ or tissue for transplantation, or for any costs of retrieval of the organ or tissue.

(d) Each hospital shall provide its federally designated organ procurement organization with reasonable access during regular business hours to the medical records of deceased patients for the following purposes:

- (1) Determining the hospital's organ and tissue donation potential;
- (2) Assessing the educational needs of the hospital in regard to the organ and tissue donation process; and
- (3) Providing documentation to the hospital to evaluate the effectiveness of the hospital's efforts.

(e) Each hospital shall have a signed agreement with its federally designated organ procurement organization that addresses the requirements of this section and the requirements of G.S. 130A-412.33.

(f) The requirements of this section, or of any hospital procurement protocols established pursuant to this section, shall not exceed those provided for by the hospital organ protocol provisions of Title XI of the Social Security Act, except for the purposes of this section the term "organ and tissue donors" shall include cornea and tissue donors for transplantation.

(g) Hospitals and hospital personnel shall not be subject to civil or criminal liability nor to discipline for unprofessional conduct for actions taken in good faith to comply with this section. This subsection shall not provide immunity from civil liability arising from gross negligence. (1987, c. 719, s. 1; 1989, c. 537, s. 4; 1997-192, s. 2; 1997-456, s. 48; 2007-538, ss. 3(a), 4.)

§ 130A-412.33. Duty of designated organ procurement organizations and tissue banks.

(a) After notification regarding an impending brain death, brain death, or cardiac death has been made to the federally designated organ procurement organization, the federally designated organ procurement organization shall evaluate donation potential.

(b) The federally designated organ procurement organization or tissue bank shall assure that families of potential organ and tissue donors are made aware of the option of organ and tissue donation and their option to decline.

(c) The federally designated organ procurement organization or tissue bank shall, working collaboratively with the hospital, request consent for organ or tissue donation in the order of priority established under G.S. 130A-412.11 and shall have designated, trained staff available to perform the consent process 24 hours a day, 365 days a year.

(d) The federally designated organ procurement organization or tissue bank shall encourage discretion and sensitivity with respect to the circumstances, views, and beliefs of the families of potential organ and tissue donors.

(e) All hospital and patient information, interviews, reports, statements, memoranda, and other data obtained or created by a tissue bank or federally designated organ procurement organization from the medical records review described in G.S. 130A-412.33 shall be privileged and confidential and may be used by the tissue bank or federally designated organ procurement organization only for the purposes set forth in G.S. 130A-412.33 and shall not be subject to discovery or introduction as evidence in any civil action, suit, or proceeding. However, hospital and patient information, interviews, reports, statements, memoranda, and other data otherwise available are not immune from discovery or use in a civil action, suit, or proceeding merely because they were obtained or created by a tissue bank or federally designated organ procurement organization from the medical records review described in G.S. 130A-412.33.

(f) If the hospital is made a party of any action, suit, or proceeding arising out of the failure of a federally designated organ procurement organization or tissue bank to comply with the requirements of this section, the hospital shall be held harmless from any and all liability and costs, including the amounts of judgments, settlements, fines, or penalties, and expenses and reasonable attorneys' fees incurred in connection with the action, suit, or proceeding. (1997-192, s. 3; 2007-538, ss. 3(a), 5, 6.)

Part 4. Human Tissue Donation Program.

§ 130A-413. Coordinated human tissue donation program; legislative findings and purpose; program established.

(a) The General Assembly finds that there is an increasing need for human tissues for transplantation purposes; that there is a continuing need for human tissues for the purposes of medical education and research; and that these needs are not being sufficiently filled at the present because of a shortage of human tissue donors. The General Assembly establishes a coordinated human tissue donation program to facilitate the acquisition and distribution of human tissues to promote the public health. For the purposes of this Part, the term "human tissue" includes cadavers.

(b) The Department shall establish and administer a coordinated program among departments and agencies of the State and all groups, both public and private, involved in the acquisition and distribution of human tissue to:

- (1) Increase awareness of the need for human tissue donations and of the methods by which these donations are made;
- (2) Increase awareness of the existing programs of human tissue transplantation and of medical research and education which employs human tissue and share information with the public;
- (3) Study the problems surrounding the acquisition and distribution of human tissue and make suggestions for their solution;

- (4) Disseminate information to health and other professionals concerning the techniques of human tissue retrieval and transplantation, the legalities involved in making anatomical gifts; and
- (5) Arrange for the quick and precise transportation of donated human tissue in emergency transplant situations.

(c) All departments and agencies of the State and county and municipal law-enforcement agencies shall cooperate with the coordinated human tissue donation program instituted by the Department. (1983, c. 891, s. 2.)

§ 130A-414. Repealed by Session Laws 1987, c. 719, s. 2.

Part 5. Disposition of Unclaimed Bodies.

§ 130A-415. Unclaimed bodies; bodies claimed by the Lifeguardianship Council of the Association for Retarded Citizens of North Carolina; disposition.

(a) Any person, including officers, employees and agents of the State or of any unit of local government in the State, undertakers doing business within the State, hospitals, nursing homes or other institutions, having physical possession of a dead body shall make reasonable efforts to contact relatives of the deceased or other persons who may wish to claim the body for final disposition. If the body remains unclaimed for final disposition for 10 days, the person having possession shall notify the Commission of Anatomy. Upon request of the Commission of Anatomy, the person having possession shall deliver the dead body to the Commission of Anatomy at a time and place specified by the Commission of Anatomy or shall permit the Commission of Anatomy to take and remove the body.

(b) All dead bodies not claimed for final disposition within 10 days of the decedent's death may be received and delivered by the Commission of Anatomy pursuant to the authority contained in G.S. 130A-33.30 and this Part and in accordance with the rules of the Commission of Anatomy. Upon receipt of a body by the Commission of Anatomy all interests in and rights to the unclaimed dead body shall vest in the Commission of Anatomy. The recipient to which the Commission of Anatomy delivers the body shall pay all expenses for the embalming and delivery of the body, and for the reasonable expenses arising from efforts to notify relatives or others.

(b1) The 10-day period referenced in subsections (a) and (b) of this section may be shortened by the county director of social services upon determination that a dead body will not be claimed for final disposition within the 10-day period.

(c) Should the Commission of Anatomy decline to receive a dead body, the person with possession shall inform the director of social services of the county in which the body is located. The director of social services of that county shall arrange for prompt final disposition of the body, either by cremation or burial. Reasonable costs of disposition and of efforts made to notify relatives and others shall be considered funeral expenses and shall be paid in accordance with G.S. 28A-19-6 and G.S. 28A-19-8. If those expenses cannot be satisfied from the decedent's estate, they shall be borne by the decedent's county of residence. If the deceased is not a resident of this State, or if the county of residence is unknown, those expenses shall be borne by the county in which the death occurred.

(d) No autopsy shall be performed on an unclaimed body without the written consent of the Commission of Anatomy except that written consent is not required for an autopsy performed pursuant to Part 2 of this Article.

(e) Due caution shall be taken to shield the unclaimed body from public view.

(f) Notwithstanding anything contained in this section, an unclaimed body shall not mean a dead body for which the deceased has made a gift pursuant to Part 3A of this Article.

(g) Nothing in this Part shall require the officers, employees or agents of a county to notify the Commission of Anatomy regarding the bodies of minors who were in the custody of

the county at the time of death and whose final disposition will be arranged by the county. In the absence of notification, the expenses of the final disposition shall be a charge upon the county having custody.

(h) The provisions of this Part shall not apply to bodies within the jurisdiction of the medical examiner under G.S. 130A-383 or 130A-384.

(i) In addition to the other duties of the Commission of Anatomy, when the Commission of Anatomy is notified by the Lifeguardianship Council of the Association of Retarded Citizens of North Carolina, Inc., that the Council intends to claim a body, the Commission shall release the body to the Council. The Lifeguardianship Council shall notify the Commission of Anatomy within 24 hours after death of its intent to claim a body for burial or other humane and caring disposition. (1975, c. 694, s. 3; 1977, c. 458; 1983, c. 891, s. 2; 1987, c. 470; 1989, c. 222; c. 770, s. 75; 2008-153, s. 7.)

§ 130A-416. Commission of Anatomy rules.

The Commission of Anatomy is authorized to adopt rules necessary to implement the provisions of this Part. (1983, c. 891, s. 2.)

Part 6. Final Disposition or Transportation of Deceased Migrant Agricultural Workers and Their Dependents.

§ 130A-417. Definitions.

The following definitions shall apply throughout this Part:

- (1) "Dependent" means child, grandchild, spouse or parent of a migrant agricultural worker who moves with the migrant agricultural worker in response to the demand for seasonal agricultural labor.
- (2) "Migrant agricultural worker" means a worker who moves in response to the demand for seasonal agricultural labor. (1983, c. 891, s. 2.)

§ 130A-418. Deceased migrant agricultural workers and their dependents.

(a) Notwithstanding any other provisions of law, a person having knowledge of the death of a migrant agricultural worker or a worker's dependent shall without delay report the death to the department of social services in the county in which the body is located together with any information regarding the deceased including identity, place of employment, permanent residence, and the name, address and telephone number of any relative and any interested person. The county department of social services shall, within a reasonable time of receiving this report, transmit to the Department notice of the death and information received upon notification. The Department shall make reasonable effort to inform the next-of-kin and any interested person of the death.

(b) If the identity of the person cannot be determined within a reasonable period of time, or if the body is unclaimed 10 days after death, the body shall be offered to the Commission of Anatomy and, upon its request, shall be delivered to the Commission of Anatomy. If the Commission of Anatomy does not request an unclaimed body offered it or the estate, and if the relatives or other interested persons claiming the body are unable to provide for the final disposition of the migrant agricultural worker or dependent, the Department is authorized and directed to arrange for the final disposition of the decedent.

(c) If the estate, relatives or interested persons are able to provide for final disposition but are unable to effect the transportation of the decedent to the decedent's legal residence or the legal residence of the relatives or interested persons, the Department is authorized and directed to allocate a sum of not more than two hundred dollars (\$200.00) to defray the transportation expenses.

(d) The Secretary is authorized to adopt rules necessary to implement this section. (1975, c. 891; 1977, c. 648; 1983, c. 891, s. 2.)

§ 130A-419. Reserved for future codification purposes.

Part 7. Disposition of Body or Body Parts.

§ 130A-420. Authority to dispose of body or body parts.

(a) An individual at least 18 years of age may authorize the type, place, and method of disposition of the individual's own dead body by methods in the following order:

- (1) Pursuant to a preneed funeral contract executed pursuant to Article 13D of Chapter 90 of the General Statutes or pursuant to a cremation authorization form executed pursuant to Article 13C of Chapter 90 of the General Statutes.
- (2) Pursuant to a health care power of attorney to the extent provided in Article 3 of Chapter 32A of the General Statutes.
- (3) Pursuant to a written will.
- (4) Pursuant to a written statement other than a will signed by the individual and witnessed by two persons who are at least 18 years old.

(a1) An individual at least 18 years of age may delegate his or her right to dispose of his or her own dead human body to any person by one of the following methods:

- (1) Any means authorized in subsection (a) of this section.
- (2) By completing United States Department of Defense Record of Emergency Data, DD Form 93, or its successor form. A delegation made by filling out this form shall only be effective if the individual dies under the circumstances described in 10 U.S.C. § 1481(a)(1) through (8). A delegation under this subdivision takes precedence over any of the methods set forth in this section.

(b) If a decedent has left no written authorization for the disposal of the decedent's body as permitted under subsection (a) of this section, the following competent persons in the order listed may authorize the type, method, place, and disposition of the decedent's body:

- (1) The surviving spouse.
- (2) A majority of the surviving children over 18 years of age, who can be located after reasonable efforts.
- (3) The surviving parents.
- (4) A majority of the surviving siblings over 18 years of age, who can be located after reasonable efforts.
- (5) A majority of the persons in the classes of the next degrees of kinship, in descending order, who, under State law, would inherit the decedent's estate if the decedent died intestate who are at least 18 years of age and can be located after reasonable efforts.
- (6) A person who has exhibited special care and concern for the decedent and is willing and able to make decisions about the disposition.
- (7) In the case of indigents or any other individuals whose final disposition is the responsibility of the State or any of its instrumentalities, a public administrator, medical examiner, coroner, State-appointed guardian, or any other public official charged with arranging the final disposition of the decedent.
- (8) In the case of individuals who have donated their bodies to science or whose death occurred in a nursing home or private institution and in which the institution is charged with making arrangements for the final disposition of the decedent, a representative of the institution.
- (9) In the absence of any of the persons described in subdivisions (1) through (8) of this subsection, any person willing to assume responsibility for the disposition of the body.

This subsection does not grant to any person the right to cancel a preneed funeral contract executed pursuant to Article 13D of Chapter 90 of the General Statutes, to prohibit the substitution of a preneed licensee as authorized under G.S. 90-210.63, or to permit modification of preneed contracts under G.S. 90-210.63A. If an individual is incompetent at the time of the decedent's death, the individual shall be treated as if he or she predeceased the decedent. An attending physician may certify the incompetence of an individual and the certification shall apply to the rights under this section only. Any individual under this section may waive his or her rights under this subsection by any written statement notarized by a notary public or signed by two witnesses.

(b1) A person who does not exercise his or her right to dispose of the decedent's body under subsection (b) of this section within five days of notification or 10 days from the date of death, whichever is earlier, shall be deemed to have waived his or her right to authorize disposition of the decedent's body or contest disposition in accordance with this section.

(c) An individual at least 18 years of age may, in a writing signed by the individual, authorize the disposition of one or more of the individual's body parts that has been or will be removed. If the individual does not authorize the disposition, a person listed in subsection (b) of this section may authorize the disposition as if the individual was deceased.

(d) This section does not apply to the disposition of dead human bodies as anatomical gifts under Part 3A of Article 16 of Chapter 130A of the General Statutes or the right to perform autopsies under Part 2 of Article 16 of Chapter 130A of the General Statutes. (1997-399, s. 34; 2007-531, s. 26; 2008-153, s. 8; 2010-191, s. 1.)

§ 130A-421. Reserved for future codification purposes.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 4, 2013
Presenter: Manager Bill Rich
Attachment: Yes

ITEM TITLE: Appointment to Hyde County Social Services Board

SUMMARY: Commissioner Byrd's term on the Hyde County Social Services Board expired on June 30, 2013. A new Commissioner appointment or reappointment of Commissioner Byrd is needed.

RECOMMEND: Discussion and reappointment of Commissioner Byrd, or appoint new Commissioner to fill vacancy.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.



North Carolina Department of Health and Human Services
Division of Social Services – Social Services Commission

Pat McCrory
Governor

Wayne E. Black
Division Director

Aldona Z. Vos, M.D.
Ambassador (Ret.)
Secretary DHHS

Larry W. Potts
Chairman

October 8, 2013

MEMORANDUM

**TO: HYDE COUNTY DEPARTMENT OF SOCIAL SERVICES
HYDE COUNTY BOARD OF COMMISSIONERS**

**FROM: GLENDA PEARCE
STAFF TO THE SOCIAL SERVICES COMMISSION**

**RE: COUNTY BOARDS OF SOCIAL SERVICES
COUNTY BOARD OF COMMISSIONERS MEMBER APPOINTMENT**

According to our records, the term of H. Anson Byrd, who was appointed to the county board of social services by the county commissioners, expired on June 30, 2013. In making either a new appointment or reappointment, the board should adhere to the following guidelines:

G.S. 108A-4: "Each member of a county board of social services shall serve for a term of three years. No member may serve more than two consecutive terms. Notwithstanding the previous sentence, the limitation on consecutive terms does not apply if the member of the social services board was a member of the board of county commissioners at any time during the first two consecutive terms, and is a member of the board of county commissioners at the time of reappointment."

In summary, if a social services board member has served two consecutive terms and is a county commissioner on June 30, 2013, that person may be reappointed.

G.S. 108A-6: All appointments made to fill vacancies "... shall be for the remainder of the former member's term of office and shall not constitute a term for the purposes of G. S. 108A-4."

I encourage your board to consider men and women who are representative of all ethnic groups and reflective of the citizens of the county.

The attached application should be completed as soon as possible but no later than November 29, 2013 and returned to me at the Division of Social Services, 2401 Mail Service Center, Raleigh, NC 27699-2401. If you have any questions or need additional information, please contact me at glenda.pearce@dhhs.nc.gov or telephone (919) 527-6425.

As always, thank you for your assistance and dedication.

gasp
Attachment

SOCIAL SERVICES COMMISSION

www.ncdhhs.gov • www.ncdhhs.gov/dss

Telephone Number: (919) 527-6425

Physical Address: Dix Campus – McBride Building • 820 South Boylan Avenue, Raleigh, NC 27603

Mailing Address: 2401 Mail Service Center • Raleigh, North Carolina 27699-2401

An Equal Opportunity / Affirmative Action Employer



**NOTICE OF APPOINTMENT BY THE COUNTY COMMISSIONERS
TO THE
COUNTY BOARD OF SOCIAL SERVICES**

**TERM OF APPOINTMENT
JULY 1, 2013 - JUNE 30, 2016**

Date:	
-------	--

This is to notify the NC Department of Health and Human Services, Division of Social Services that the County Commissioners of the above-mentioned county have named as their appointee to the County Board of Social Services the following person:

Name:	
Address:	
City:	
Zip Code:	
Email Address:	
Telephone Number:	

Race:	Gender:
County Commissioner:	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Signature Board of County Commissioners:	
	, Clerk

Please see information regarding eligibility for board membership below.

PLEASE RETURN THIS FORM TO:

**Glenda Pearce
Social Services Commission
2401 Mail Service Center
Raleigh, North Carolina 27699-2401**

**RESTRICTIONS REGARDING
COUNTY SOCIAL SERVICES BOARD MEMBERSHIP**

G.S. 108A-3: Residential Qualifications

Each member of the county social services board "...shall be bona fide residents of the county from which they are appointed to serve..."

G.S. 108A-4: Term of Appointment

"Each member of a county board of social services shall serve for a term of three years. No member may serve more than two consecutive terms. Notwithstanding the previous sentence, the limitation on consecutive terms does not apply if the member of the social services board was a member of the board of county commissioners at any time during the first two consecutive terms, and is a member of the board of county commissioners at the time of reappointment."

G.S. 108A-6: Member Filling an Unexpired Term

All appointments made to fill vacancies "... shall be for the remainder of the former member's term of office and shall not constitute a term for the purposes of G.S. 108A-4."

G.S. 108A-47: State/County Special Assistance for Adults - Limitations on Payments

"No payment for assistance. . .shall be made for the care of any person in an adult care home that is owned or operated in whole or in part by. . . a member. . .of any county board of social services."

G.S. 108A-55: Medical Assistance Program - Payments

"No payments shall be made for the care of any person in a nursing home or intermediate care home which is owned or operated in whole or in part by a member of. . .any county board of social services. . .or by a spouse of any such person."

G.S. 128-1.1: Dual-Office Holding Allowed

Any person who holds an elective or appointive office in State or local government is authorized by the General Assembly, pursuant to Article VI, Sec. 9 of the North Carolina Constitution to hold concurrently one other appointive office, place of trust or profit, in either State or local government.

10A NCAC 68 .0301: Employment of Relatives of County Board Members

"No person shall be considered for employment in a county department of social services during the time a member of his immediate family is serving on the county board of social services or the board of county commissioners in the same county. **This regulation in no way effects the status of a person who is already an employee of a county department of social services and of whose immediate family member becomes a candidate for or is appointed or elected to the county board of social services or the board of commissioners of the same county.** (emphasis added) 'Immediate family member,' is for purposes of this Regulation defined as a spouse, parent, sibling, child, grandparent, grandchild, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew."

10A NCAC 70E .0402(d): Criteria for the Foster Family - County Social Services Board Members

The homes of Agency Employees, Social Services Board Members, and County Commissioners may be licensed if such licensure does not constitute a conflict of interest regarding supervision of children placed in the home. The agency's position concerning conflict of interest questions shall be documented in the family's record.

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

Meeting Date: November 4, 2013
Presenter: Kris Noble, County Planner
Attachment: Yes

ITEM TITLE: Reappointments to Hyde County Airport Advisory Committee

SUMMARY: There are multiple members of the Airport Advisory Committee whose appointments are due to expire in December 2013 and January 2014. Currently, the only members with terms not expiring in 2013/2014 are Art Keeney and Tim Whitfield, whose terms expire in January 2015. The following members need to be reappointed to the respective terms as agreed upon by the Airport Advisory Committee:

Member	Expiration	Length of Term
Billy Williams	1/7/2016	2 Years
Sharon Spencer	1/7/2016	2 Years
Wilson Daughtry	1/7/2017	3 Years
Gregory Gibbs	1/7/2017	3 Years
Earl Pugh, Jr.	1/7/2017	3 Years

Upon expiration of these terms, all member terms will switch to 3-year terms.

RECOMMEND: Reappointment of current Committee members.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Airport Advisory Committee - Engelhard

Scheduled Meetings: 4th Monday every other month with June, July and August off

	Appointed	Term	Expires	Re-Appointed	Expires	Re-Appointed	Term	Expires
Billy Williams, Chairman 2784 Quarter Road Swan Quarter, NC 27885 252-926-8771-home ellenwilliams@beaufortco.com	12/6/10	3 years	12/6/13					
Wilson Daughtry, Vice-Chair PO Box 383 Engelhard, NC 27824 252-925-9731-home 542-0459-cell 252-925-8391-fax arq@direcway.com	12/6/10	1 years	12/6/11	12/5/11	12/7/12	1/7/2013	1 year	1/7/2014
Gregory Gibbs P.O. Box 39 144 Cahoon Road Engelhard, NC 27824 252-925-4100- home 252-473-9110-cell 252-925-4511-work	12/6/10	1 years	12/6/11	12/5/11	12/7/12	1/7/2013	1 year	1/7/2014
Sharon P. Spencer 9790 North Lake Road Fairfield, NC 27826 252-925-6871-home 252-542-0620-cell sharonps21@earthlink.net		3 years term ended 12-03-2012	12/6/13					
Earl Pugh, Jr. 32 Nebraska Road Engelhard, NC 27824 252-925-4581 home 252-473-0280 cell middlecreekfarms@embarqmail.com	1/7/13	1 year	1/7/14					
Art Keeney P.O. Box 157 Engelhard, NC 27824 252-925-1084	1/7/2013	2 years	1/7/15					
Tim Whitfield 8369 NC 94 Fairfield, NC 27826 252-926-6666-home 252-926-8801-work agflying25@hotmail.com	12/6/11	2 years	12/6/12	1/7/13	2 years	1/7/2015		
Scott Coble, Secretary 3077 Quarter Rd Swan Quarter, NC 27885 252-926-7271-home scottpegeoble@earthlink.net	12/6/10	1 years	12/6/11	12/5/11	12/7/12			
Ken Collier 326 Waterway Landing Belhaven, NC 27810 252-943-3469-home	12/6/10	2 years	12/6/12					
Charles R. Spencer	12/6/10		12-00-2013					

Other Liaison and Contacts

Jane Hodges, Airport Manager
P.O. Box 188 (work)
1446 Turnpike Rd. (home)
Swan Quarter, NC 27885
252-926-4372 (work)
252-926-5191 (home)
252-925-1097 - Airport
252-925-1105 - Airport Fax
252-943-4113 - cell

Talbert and Bright
Jay Talbert italbert@tbilim.com
Robert Will rwilliams@tbilim.com
Engineering and Planning Consultants
4810 Shelly Drive
Wilmington, N. C. 28405
910-763-5350-office
910-762-6281-fax
910-520-7164-cell

Bobby Walston
NCDOT Division of Aviation
bwalston@dot.state.nc.us

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

Meeting Date: November 4, 2013
Presenter: Wesley Smith, Health Director
Beverly Paul, Public Transit Director
Attachment: Yes

ITEM TITLE: FY 14-15 Elderly and Disabled Grant Program Resolution

SUMMARY: Mr. Smith and Ms. Paul will provide an overview of the FY 14-15 Public Transportation Program and provide a resolution for adoption.

RECOMMEND: Listen and Adoption of Resolution.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.



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

RESOLUTION
PUBLIC TRANSPORTATION PROGRAM

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Status and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for public transportation projects; and

WHEREAS, the purpose of the Section 5310 program is to improve mobility for seniors and individuals with disabilities throughout the country, by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all area.

WHEREAS, NCDOT has been designated as the State agency with principle authority and responsibility for administering the Section 5310 Program for small urbanized and rural areas; and

WHEREAS, County of Hyde-Office of the Accountant (Hyde County Health Department) hereby assures and certifies that it will comply with the federal and state statutes, regulations, executive orders, and all small administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U.S.C.

NOW, THEREFORE, be it resolved that the **Health Director of the County of Hyde-Office of the Accountant (Hyde County Health Department)** is hereby authorized to submit a grant for federal and state funding, provide the required local match, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide public transportation services.

I, **Barry Swindell, Chairman of the Hyde County Board of Commissioners**, do hereby certify that the above is true and correct copy of an excerpt from the minutes of a meeting of the **Hyde County Board of Commissioners** duly held on the **4th** day of **November, 2013**.

Signature of Certifying Official

Date

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) _____

Notary Public Signature _____

Printed Name and Address

My commission expires (date) _____

Affix Notary Seal Here

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

Meeting Date: November 4, 2013
Presenter: Wendy Hedgepeth, Economic Improvement Council
Attachment: Yes

ITEM TITLE: 2014 CSBG Anti-Poverty Plan

SUMMARY: The Economic Improvement Council has announced continued funding of the Community Services Block Grant (CSBG) Program for FY 14-15. This program is funded by the NC Department of Health and Human Services, Office of Economic Opportunity.

A copy of this application is available in the County Manager's office upon request.

Ms. Hedgepeth will present an overview of the Anti-Poverty Plan and the EIC's intent to apply for funding from the CSBG Program.

RECOMMEND: Listen, Discuss & Ask Questions

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.



ECONOMIC IMPROVEMENT COUNCIL, INC.
ADMINISTRATIVE OFFICE
712 VIRGINIA ROAD
P.O. BOX 549
EDENTON, NORTH CAROLINA 27932
PHONE (252) 482-4458

ROGER McCOBB
CHM. BD. DIRECTORS

DORIS JAMES
EXECUTIVE DIRECTOR

October 25, 2013

Mr. Earl Pugh, Jr., Chairman
Hyde County Commissioners
Post Office Box 188
Swanquarter, North Carolina 27885

Dear Mr. Pugh:

The Economic Improvement Council, Inc. is pleased to announce the continued funding of the Community Services Block Grant Program for Fiscal Year July 1, 2014 through June 30, 2015. The Community Services Block Grant Program is funded by the North Carolina Department of Health and Human Services, Office of Economic Opportunity in Raleigh, North Carolina. Funding for Fiscal Year 2014 is as follows:

Family Self-Sufficiency: \$281,576

The enclosed 2014 Grant Application is provided to the County Commissioners for informational purposes and notification of our intent to apply for the funds.

Please have the Clerk sign and notarize the Documentation of Submission Form and return in the self-stamped envelope as soon as possible. The form indicates that the Application was received.

Enclosed is a copy of the 2014 Anti-Poverty Plan that will be presented to the Board of Commissioners on November 4, 2013 at 6:00 p.m.

Should you have questions, please call Ms. Janie White, CSBG Director at 482-4458 Ext. 113. We appreciate your continued support of our program.

Sincerely,

Doris James
Executive Director

Enclosures: (1) Application (1) Anti-Poverty Plan

"AN EQUAL OPPORTUNITY EMPLOYER"

CAMDEN: 338-7720	CHOWAN: 482-4458	CURRITUCK: 232-2882	DARE: 473-3149	GATES: 357-0555	HYDE: 926-4651	PASQUOTANK: 335-5493	PERQUIMANS: 426-7868	TYRRELL: 796-3711	WASHINGTON: 793-3142
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**Community Services Block Grant Program
(CSBG)**

ANTI-POVERTY PLAN SUMMARY

July 1, 2014 - June 30, 2015

**Economic Improvement Council, Inc.
712 Virginia Road
Post Office Box 549
Edenton, NC 27932
(252) 482 - 4458, Ext. 113**

**Doris James, Executive Director
(252) 482-4458, Ext. 137**

**Janie White, CSBG Director
(252) 482-4458, Ext. 113**

1. Executive Summary

Public Hearing on the Initial Plan

NC Administrative code 10ANCAC97C.111(b)(1)(A) requires agencies to conduct a Public Hearing At the initial stages of the planning process.

A. Public Hearing Requirement

The Department of HHS requires the Economic Improvement Council to conduct a public hearing on the Community Services Block Grant Program. A Public Hearing is scheduled for November 11 – 15, 2013 at the EIC Resource Centers in each of the ten counties. Notices regarding the public hearings are or will be published in the local newspapers and the satellite offices.

B. EIC Program Operations

EIC is a Community Action Agency designated by the local elected officials to administer Anti-Poverty Programs within Region "R" of the State of North Carolina. Counties comprising the Region include: Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington.

C. Community Needs Assessment

The Economic Improvement Council, Inc. is located in the Northeastern section of North Carolina. Its northern boundary joins the State of Virginia. The ten counties are predominately rural with a very high incidence of poverty.

In assessing the needs of the region, (1) lack of affordable housing and (2) limited job opportunities were listed as the two priorities. The EIC Board of Directors selected the Family Self-Sufficiency Program to address the critical needs of the region. The FSS Program addresses the needs of the entire family and gives the CSBG staff the opportunity to coordinate and enhance narrowly focused programs with multiple resources so that clients and community groups can find integrated resources to solve inter-related problems.

D. ROMA Case Management (The CSBG Service)

Also known as "Self-Sufficiency", at a minimum, the following elements are included in a comprehensive/case management program:

- a. A comprehensive assessment of the issues facing the family is conducted.

- b. A written plan toward self-support for each family member is created.
- c. A comprehensive assortment of services is made available as needed to implement the plan for self-support, including the use of available community resources.
- d. A case management strategy is used to track and evaluate progress and the plan is adjusted.

E. Board Structure (Tripartite Board)

The Board of Directors consists of 15 members and is constituted so as to assure that:

- a. One-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives.
 - b. Not less than one-third of the members are persons chosen in accordance with democratic selection procedures adequate to assure that they are representatives of low-income individuals and families in development, planning, implementation, and evaluation of the program to serve low-income communities; and
- F. The remainder of the members are officials or persons from businesses, industries, the labor force, faith community, law enforcement, educational, or other major groups and interests in the community served.

G. CSBG Program

Purposes and Goals:

To provide assistance and resources for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income individuals toward becoming self-sufficient.

I. Goals will be accomplished through:

- i. The strengthening of the community capabilities for planning and coordinating the use of a broad range of Federal, State, and other assistance related to the elimination of poverty.
- ii. The organization of a range of services related to the needs of low-income families and individuals.
- iii. The greater use of innovative and effective community-based approaches of attacking the causes and effects of poverty.
- iv. Maximum participation of residents of the low-income communities.
- v. The broadening of the resources base of programs directed to the elimination of poverty.

II. Funding

The EIC/CSBG funding for the year 2014-2015 is \$281,576.

III. Proposed Project

Self-Sufficiency: This project will provide the opportunity for 56 low-income families to become self-sufficient through the provision of comprehensive support and self-help.



North Carolina Department of Health and Human Services
Division of Social Services

Pat McCrory
Governor

Aidona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Sherry S. Bradsher
Division Director

MEMORANDUM

TO: Executive Directors
FROM: Verna P. Best *Verna P. Best*
DATE: March 4, 2013
RE: HHS Poverty Guidelines

Listed below are the 2013 HHS poverty income guidelines as published in the Federal Register. These guidelines are to be used in determining income eligibility for the Community Services Block Grant Programs for services beginning July 1, 2013 until updated.

<u>FAMILY SIZE</u>	<u>100%</u>
1	\$11,490
2	\$15,510
3	\$19,530
4	\$23,550
5	\$27,570
6	\$31,590
7	\$35,610
8	\$39,630

For family units with more than 8 members, add \$4,020 for each additional member.

VPB/VLM/mss

Economic and Family Services
www.ncdhhs.gov • www.ncdhhs.gov/dss
Tel 919-527-6250 • Fax 919-334-1265

Location: Hargrove Building/Dix Campus • 820 S. Boylan Avenue • Raleigh, NC 27603
Mailing Address: 2420 Mail Service Center • Raleigh, NC 27699-2420
An Equal Opportunity / Affirmative Action Employer



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

Meeting Date: November 4, 2013
Presenter: Thomas Storrs, Manager of 3PMC, LLC
Attachment: Yes

ITEM TITLE: Request for Property Revaluation of Island Inn Villas & 3PMC, LLC

SUMMARY: Mr. Storrs will present to the Board his request for revaluation along with supporting documentation.

RECOMMEND: Listen and discussion.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

10/28/2013

Request For Relief Via North Carolina General Statutes 105-381
For 3PMC, LLC Due To An Illegal Tax

To: Hyde County Commissioners
From: Thomas Storrs, Manager 3PMC, LLC

Dear Commissioners,

3PMC, LLC owns a parcel of property surrounding the Island Inn Villas on Ocracoke Island. The property's address is 50 Lighthouse Rd. Effective 1/1/2009 the appraised land value rose to \$1,820,000 from \$200,000. We are asking that you reduce the appraised value of this property to \$275,000 and refund or release property taxes resulting from this illegal tax since 1/1/2009. Your authority to do so is given by North Carolina General Statute 105-381 which permits tax refunds and revaluations because of illegal taxes.

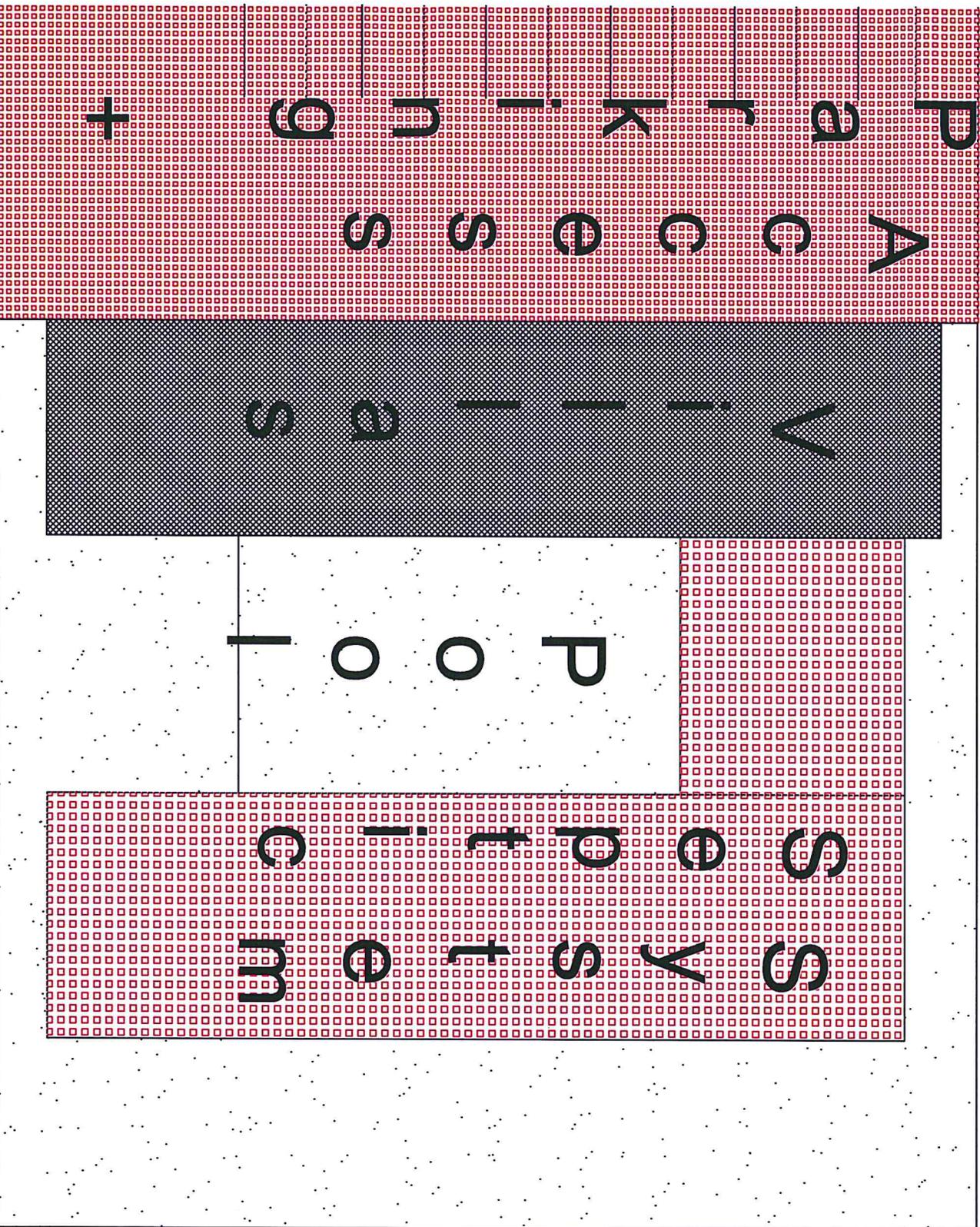
The property in question is being taxed twice. Once, and maybe properly, to the 12 units of Island Inn Villas for their use of deeded parking, an access easement, and their septic system. The total combined total appraised value of the 12 Villas' Common Area and Utilities is \$1,832,000. The property is also taxed to 3PMC, LLC. The combined appraised value of 3PMC, LLC's land and swimming pool is also \$1,832,000. The property valuation was clearly made for the Villas and then divided and distributed amongst the Villas. The illegal tax occurred when that same value was then assigned also to 3PMC, LLC's property. The same property is being taxed twice.

Of the 26,669 square foot lot, approximately 10,942 square feet of land is unencumbered. 15,727 square feet of land is being used by the Island Inn Villas. Both the Villas and 3PMC, LLC are being taxed as though the entire lot were theirs. A double tax is an illegal tax. An illegal tax is grounds under GS 105-381 for refund and revaluation. We ask that you reevaluate 3PMC, LLC's property to \$275,000 and refund or release all portions of property taxes illegally assessed on this property since 1/1/2009. Thank you.

Sincerely,



Thomas Storrs
Manager 3PMC, LLC



Double Taxed
Square Footage

Parking and
Access: 8086

Septic System:
7641

Legally Taxed
Square Footage
10,942

Note: Villas area
is not part of the
lot in question

Lighthouse Road

Island Inn Villa #	Account #	Assessed Value of "Common Area"	Assessed Value of "Utilities"
1	207961	\$150,000.00	\$8,500.00
2	207805	\$150,000.00	\$8,500.00
3	207688	\$150,000.00	\$8,500.00
4	207802	\$150,000.00	\$8,500.00
5	207687	\$150,000.00	\$8,500.00
6	208188	\$150,000.00	\$8,500.00
7	207962	\$80,000.00	\$8,500.00
8	208014	\$150,000.00	\$8,500.00
9	207963	\$150,000.00	\$8,500.00
10	208134	\$150,000.00	\$8,500.00
11	207964	\$150,000.00	\$8,500.00
12	207965	\$150,000.00	\$8,500.00
Totals		\$1,730,000.00	\$102,000.00

Combined Total **\$1,832,000.00**

Island Inn's Lot	Account # 206063	Assessed Land Value	\$1,820,000.00
Surrounding Villas		Assessed "Above Ground Pool" Value	\$12,000.00
Total Assessed Value		\$1,832,000.00	

§ 105-381. Taxpayer's remedies.

(a) Statement of Defense. - Any taxpayer asserting a valid defense to the enforcement of the collection of a tax assessed upon his property shall proceed as hereinafter provided.

(1) For the purpose of this subsection, a valid defense shall include the following:

- a. A tax imposed through clerical error;
- b. An illegal tax;
- c. A tax levied for an illegal purpose.

(2) If a tax has not been paid, the taxpayer may make a demand for the release of the tax claim by submitting to the governing body of the taxing unit a written statement of his defense to payment or enforcement of the tax and a request for release of the tax at any time prior to payment of the tax.

(3) If a tax has been paid, the taxpayer, at any time within five years after said tax first became due or within six months from the date of payment of such tax, whichever is the later date, may make a demand for a refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund thereof.

(b) Action of Governing Body. - Upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct tax liability or notify the taxpayer in writing that no release or refund will be made. The governing body may, by resolution, delegate its authority to determine requests for a release or refund of tax of less than one hundred dollars (\$100.00) to the finance officer, manager, or attorney of the taxing unit. A finance officer, manager, or attorney to whom this authority is delegated shall monthly report to the governing body the actions taken by him on requests for release or refund. All actions taken by the governing body or finance officer, manager, or attorney on requests for release or refund shall be recorded in the minutes of the governing body. If a release is granted or refund made, the tax collector shall be credited with the amount released or refunded in his annual settlement.

(c) Suit for Recovery of Property Taxes. -

(1) Request for Release before Payment. - If within 90 days after receiving a taxpayer's request for release of an unpaid tax claim under (a) above, the governing body of the taxing unit has failed to grant the release, has notified the taxpayer that no release will be granted, or has taken no action on the request, the taxpayer shall pay the tax. He may then within three years from the date of payment bring a civil action against the taxing unit for the amount claimed.

(2) Request for Refund. - If within 90 days after receiving a taxpayer's request for refund under (a) above, the governing body has failed to refund the full amount requested by the taxpayer, has notified the taxpayer that no refund will be made, or has taken no action on the request, the taxpayer may bring a civil action against the taxing unit for the amount claimed. Such action may be brought at any time within three years from the expiration of the period in which the governing body is required to act.

(d) Civil Actions. - Civil actions brought pursuant to subsection (c) above shall be brought in the appropriate division of the general court of justice of the county in which the taxing unit is located. If, upon the trial, it is determined that the tax or any part of it was illegal or levied for an illegal purpose, or excessive as the result of a clerical error, judgment shall be rendered therefor with interest thereon at six percent (6%) per annum, plus costs, and the judgment shall be collected as in other civil actions.

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

Meeting Date: November 4, 2013
Presenter: Manager Bill Rich
Attachment: Yes

ITEM TITLE: Vidant Health Grant to Hyde County EMS

SUMMARY: To help offset the anticipated burden of losing Pungo Vidant Hospital in Belhaven; Vidant Health is offering a grant in the amount of \$250,000 to Hyde County EMS. This grant is for the purchase of an additional ambulance.

Vidant Health is also offering a grant to Beaufort County in the amount of \$500,000. Their funds will be used to advance Beaufort County's EMS to a paramedic level of service.

In order for either county to receive the grant funds from Vidant, the other county must also enter and offer of acceptance for their respective grant.

RECOMMEND: Discussion and approval to accept grant funds in the amount of \$250,000 from Vidant Health.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.



VIDANT HEALTH™

 COPY

October 21, 2013

Mr. Randell Woodruff
Beaufort County Manager
121 West Third Street
Washington, NC 27889

Dear Randell,

Per our discussion on October 18, 2013, this letter confirms some of the details regarding our offer of a grant to Beaufort County through the Vidant Health Foundation to support the development of paramedic level Emergency Medical Services (EMS) in your county.

Our original time frame for decision as communicated at the meeting on October 10, 2013 with you, representatives from Beaufort and Hyde Counties, and others was October 25, 2013. Given that your next regularly scheduled commissioner meeting is to be held on November 4, 2013 we are willing to use that as the date by which we need a decision as to whether the grant is accepted or not. As stated at the October 10, 2013 meeting, the decision needs to be joint with Hyde County regarding acceptance of the grants. Failure to reach a decision by November 5, 2013 will be taken as a rejection of the offer.

The offered grant for Beaufort County is for \$500,000.00 and is to be used solely for the purposes of advancing your EMS to a paramedic level of service. The funds can be used for education, training, equipment, or other uses that are directly supporting the attainment of a paramedic level. The grant offered to Hyde County is for \$250,000.00 and is to be used for the purchase of an additional EMS truck. Should you choose to accept the grant as offered, we will begin preparation through the Vidant Health Foundation of a definitive gift agreement.

Please contact me if you have additional questions.

Sincerely,



Roger Robertson, President
Vidant Community Hospitals

cc: Dr. Dave Herman
Ms. Mary Beth Johnston
Mr. Bill Rich
Mr. Harvey Case
Mr. Joel Butler

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 4, 2013
Presenter: Meredith Nicholson, ABC Board Chair
Attachment: Yes

ITEM TITLE: ABC Board Audit Report

SUMMARY: Meredith Nicholson, Chair of the Hyde County ABC Board will present to the Board the Auditor's Report for 2013.

RECOMMEND: Listen and Discussion.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

3:30 PM

10/14/13

Accrual Basis

Hyde County Board of Alcohol Control
Profit & Loss
 July through September 2013

	Ocracoke	Swan Quarter	TOTAL
Ordinary Income/Expense			
Income			
4000 · 4000 Sales			
4001 · 4001 Liquor Sales - Swan Quarter	0.00	43,311.63	43,311.63
4002 · 4002 Liquor Sales - Ocracoke	122,541.30	0.00	122,541.30
4005 · 4005 Mixed Beverage - Swan Quart	0.00	2,076.95	2,076.95
4006 · 4006 Mixed Beverage - Ocracoke	83,301.26	0.00	83,301.26
Total 4000 · 4000 Sales	205,842.56	45,388.58	251,231.14
4020 · 4020 Deduct Taxes on Gross Sale			
4021 · 4021 State Excise Tax	-49,534.10	-10,666.90	-60,201.00
4022 · 4022 Rehabilitation Tax County	-551.81	-119.16	-670.97
4024 · 4024 Mixed Bev Tax - NCDHHS	-638.06	-136.19	-774.25
Total 4020 · 4020 Deduct Taxes on Gross Sale	-50,723.97	-10,922.25	-61,646.22
Total Income	155,118.59	34,466.33	189,584.92
Cost of Goods Sold			
5000 · 5000 Cost of Goods Sold			
5001 · 5001 Cost of Liquor	101,304.01	21,953.24	123,257.25
5002 · 5002 Bailment	891.92	229.68	1,121.60
5003 · 5003 Surcharge	446.61	114.99	561.60
Total 5000 · 5000 Cost of Goods Sold	102,642.54	22,297.91	124,940.45
51800 · Merchant Account Fees	2,765.24	626.95	3,392.19
Total COGS	105,407.78	22,924.86	128,332.64
Gross Profit	49,710.81	11,541.47	61,252.28
Expense			
6000 · 6000 General Expenses			
6003 · 6003 Wages - Swan Quarter	0.00	3,002.83	3,002.83
6004 · 6004 Wages - Ocracoke	7,048.00	0.00	7,048.00
6005 · 6005 Payroll Tax Expenses			
66001 · FICA Expense	539.18	229.70	768.88
66002 · FUTA Expense	2.76	4.70	7.46
66003 · NC Unemployment Tax	84.15	36.03	120.18
Total 6005 · 6005 Payroll Tax Expenses	626.09	270.43	896.52
6030 · Employer Matching Pension	463.22	163.15	626.37
6050 · 6050 Alarm services	0.00	144.12	144.12
6060 · 6060 Rent- Swan Quarter	0.00	840.00	840.00
6061 · 6061 Rent-Ocracoke	2,000.00	0.00	2,000.00
7090 · 7090 Telephone-Swan Quarter	126.84	421.02	547.86
7091 · 7091 Telephone-Ocracoke	302.96	0.00	302.96
7120 · 7120 Electric Service	0.00	621.00	621.00
7130 · 7130 Store Supplies	61.22	126.70	187.92
7140 · 7140 Office Supplies	40.79	379.91	420.70
7150 · 7150 Travel	841.76	0.00	841.76
7170 · 7170 Pest control	0.00	102.00	102.00
7180 · 7180 Postage	46.00	46.00	92.00
7181 · 7181 Contract Labor	393.47	325.00	718.47
7210 · 7210 Utilities Service- SQ	0.00	128.33	128.33
Total 6000 · 6000 General Expenses	11,950.35	6,570.49	18,520.84
61700 · Computer and Internet Expenses	183.17	756.40	939.57
63400 · Interest Expense	0.00	53.87	53.87
66900 · Reconciliation Discrepancies	0.00	0.00	0.00
Total Expense	12,133.52	7,380.76	19,514.28
Net Ordinary Income	37,577.29	4,160.71	41,738.00
Other Income/Expense			
Other Expense			
7000 · Other Expenses			
7001 · Administration Allocated	27,858.65	6,761.91	34,620.56
7010 · Cash Short - Swan Quarter	0.00	0.01	0.01
7020 · Cash Short - Ocracoke	-0.60	0.00	-0.60
Total 7000 · Other Expenses	27,858.05	6,761.92	34,619.97
Total Other Expense	27,858.05	6,761.92	34,619.97
Net Other Income	-27,858.05	-6,761.92	-34,619.97
Net Income	9,719.24	-2,601.21	7,118.03

2:57 PM
 10/14/13
 Accrual Basis

Hyde County Board of Alcohol Control Profit & Loss July through September 2013

	Administration <i>ONLY</i>	TOTAL
Ordinary Income/Expense		
Income		
4020 · 4020 Deduct Taxes on Gross Sale		
4021 · 4021 State Excise Tax	0.00	0.00
Total 4020 · 4020 Deduct Taxes on Gross Sale	<u>0.00</u>	<u>0.00</u>
Total Income	0.00	0.00
Cost of Goods Sold		
5000 · 5000 Cost of Goods Sold		
5001 · 5001 Cost of Liquor	0.00	0.00
5002 · 5002 Bailment	0.00	0.00
5003 · 5003 Surcharge	0.00	0.00
Total 5000 · 5000 Cost of Goods Sold	<u>0.00</u>	<u>0.00</u>
51800 · Merchant Account Fees	0.00	0.00
Total COGS	<u>0.00</u>	<u>0.00</u>
Gross Profit	0.00	0.00
Expense		
6000 · 6000 General Expenses		
6001 · 6001 Salary - Swan Quarter	8,076.95	8,076.95
6002 · 6002 Salary - Ocracoke	5,230.76	5,230.76
6004 · 6004 Wages - Ocracoke	6,407.33	6,407.33
6005 · 6005 Payroll Tax Expenses		
66001 · FICA Expense	1,657.38	1,657.38
66002 · FUTA Expense	-7.46	-7.46
66003 · NC Unemployment Tax	266.67	266.67
6005 · 6005 Payroll Tax Expenses - Other	1,828.00	1,828.00
Total 6005 · 6005 Payroll Tax Expenses	<u>3,744.59</u>	<u>3,744.59</u>
6006 · 6006 ABC Board Compensation	1,950.00	1,950.00
6030 · Employer Matching Pension	407.89	407.89
6040 · 6040 Professional Service	7,000.00	7,000.00
66000 · Payrol ITax Expenses	8.70	8.70
7140 · 7140 Office Supplies	64.46	64.46
7160 · 7160 Delivery	183.31	183.31
7180 · 7180 Postage	15.60	15.60
7181 · 7181 Contract Labor	44.00	44.00
Total 6000 · 6000 General Expenses	<u>33,133.59</u>	<u>33,133.59</u>
60400 · Bank Service Charges	135.60	135.60
63400 · Interest Expense	243.47	243.47
69800 · Uncategorized Expenses	0.00	0.00
Total Expense	<u>33,512.66</u>	<u>33,512.66</u>
Net Ordinary Income	-33,512.66	-33,512.66
Other Income/Expense		
Other Expense		
7000 · Other Expenses		
7001 · Administration Allocated	-34,620.56	-34,620.56
9000 · Penalties	1,107.90	1,107.90
Total 7000 · Other Expenses	<u>-33,512.66</u>	<u>-33,512.66</u>
Total Other Expense	<u>-33,512.66</u>	<u>-33,512.66</u>
Net Other Income	33,512.66	33,512.66
Net Income	<u>0.00</u>	<u>0.00</u>

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

Meeting Date: November 4, 2013
Presenter: Fred Holscher, County Attorney
Daniel Brinn, Hyde County Soil & Water Technician
Attachment: Yes

ITEM TITLE: Method of Assessment for the West Quarter & Swan Quarter Special Service Districts

SUMMARY: Attorney Holscher and Mr. Brinn will brief the Board on questions that have been raised by Attorney Tom Davis regarding the method of assessment for the West Quarter and Swan Quarter SSD's.

RECOMMEND: Discussion.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

RODMAN, HOLSCHER, PECK, & EDWARDS, P.A.

ATTORNEYS AT LAW
320 North Market Street
Post Office Box 1747
WASHINGTON, NORTH CAROLINA 27889

Frederick N. Holscher
R. Brantley Peck, Jr.
Franz F. Holscher
Charles C. Edwards, Jr.

Telephone (252) 946-3122
Fax (252) 946-3125

Edward N. Rodman – (1926-2008)
Frederick N. Holscher, Attorney at Law
direct e-mail: fnh@rhpe.net

October 24, 2013

Mr. Bill Rich, County Manager
County of Hyde
PO Box 188
Swan Quarter, NC 27885

Re: Hyde County West-Quarter Flood Control District Assessment

Dear Bill:

I am enclosing a copy of a letter I have today sent to Tom Davis along with a letter I received from him and Operation and Maintenance Agreement. It appears that Tom may have a point with regard to the Operation and Maintenance Agreement and the method of assessment. It may be that we need to go back to the Natural Resource Conservation Service, United States Department of Agriculture and get their approval for a change in the way assessments are calculated.

I think we need to discuss this with the various parties involved and perhaps we should start with Daniel Brinn.

I look forward to hearing from you in regard to this matter at your earliest convenience.

Yours very truly,

RODMAN, HOLSCHER, PECK
& EDWARDS, P.A.



Frederick N. Holscher

FNH:hw
Enclosures

RODMAN, HOLSCHER, PECK, & EDWARDS, P.A.

ATTORNEYS AT LAW
320 North Market Street
Post Office Box 1747
WASHINGTON, NORTH CAROLINA 27889

*Frederick N. Holscher
R. Brantley Peck, Jr.
Franz F. Holscher
Charles C. Edwards, Jr.*

Telephone (252) 946-3122
Fax (252) 946-3125

Edward N. Rodman – (1926-2008)

*Frederick N. Holscher, Attorney at Law
direct e-mail: fnh@rhpe.net*

October 24, 2013

Mr. Geo. Thomas Davis, Jr.
Davis & Davis
PO Box 277
Swan Quarter, NC 27885

CO/

Re: Hyde County West-Quarter Flood Control District Assessment
Our File No.: 13-85-21711

Dear Tom:

After returning from my vacation I received your letter dated October 15th in connection with the above. After reviewing the same along with the Operation and Maintenance Agreement I have forwarded them to the County Manager, Bill Rich. I have requested that Bill investigate this matter.

Yours very truly,

RODMAN, HOLSCHER, PECK
& EDWARDS, P.A.



Frederick N. Holscher

FNH:hw

cc: Bill Rich, County Manager

Davis & Davis

Attorney at Law

P.O. Box 277

Swan Quarter, North Carolina 27885-0277

October 15, 2013



Geo. T. Davis (1908 - 1979)
Geo. Thomas Davis, Jr.

65 Main Street
Phone # (252) 926-3781
Fax # (252) 926-3481
gtdavisjr@embarqmail.com

Mr. Frederick N. Holscher
P. O. Box 1747
Washington, North Carolina 27889

Re: Hyde County West-Quarter Flood Control District Assessment

Dear Fred:

A lot of us were taken aback at the increase in the assessment for the West-Quarter Flood Control District.

Most obvious was the magnitude of that assessment, but just as surprising is the attempt to levy that assessment on an *ad valorem* basis rather than the previous method of levying the assessment on a per acre basis with varying rates for several classes (classified as per the value each class of land benefits from the district).

I have a copy of what appears to be an agreement made in August of 2002 between Hyde County and the USDA (acting through the Natural Resources Conservation Service) that has appended to it an Operation and Maintenance Plan. That plan provides in part:

“Funds for carrying out the maintenance program will be provided by Hyde County Commissioners. Funds will be provided from the maintenance assessment on a per-acre basis.” (Emphasis added.)

The agreement with USDA calls for audits of the practices outlined in the Operation and Maintenance Plan. It appears that the county is bound by that plan and the assessment methodology described therein. I am enclosing a copy so that you will not have to look for it. Please note that this copy is signed by Hyde County. I assume that there is one signed by the USDA somewhere, but did not want to waste time looking through old records unnecessarily.

In light of that agreement it appears that levying these assessments in an *ad valorem* scheme is not proper. At a minimum it should be levied on a per acre basis, preferably as per the traditional method with the lower lying property assessed at a higher rate than the higher land. Since the elevation of land in Hyde County is a good proxy for its value, the improper *ad valorem* scheme has the perverse effect of taxing the land least benefitted by the program more than the land most benefitted by it.

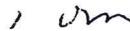
October 15, 2013

The amounts that the commissioners propose to spend on these gates seems much higher than necessary. I do not know whether this work comes under the kind of stuff that the County is required to put out for bidding. If this project was not put out for bids, it should be; if it was put out for bids, the project should be put out for bids a second time. We have done enough work with flood gates and things of that sort to have some idea of what this should cost. It should not cost nearly as much as the County is preparing to spend.

We would ask the County to reconsider its levy. We believe that it has no choice with respect to the method the assessment is levied under the above referenced agreement and we believe that good business practices require that the commissioners take another look at the cost of this project.

I will appreciate it if you can pass this along to the appropriate people. I do not want to aggravate you with this, but I do not want to fuss directly to someone who is represented by a lawyer.

Sincerely,



Geo. Thomas Davis, Jr.

Operation and Maintenance Agreement

This Agreement made on August 5, 2002 is between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as NRCS, and the following organization(s) hereafter referred to as the sponsor(s).

Hyde County Board of County Commissioners

The Sponsor(s) and NRCS agree to carry out the terms of this agreement for the operation and maintenance of the practice in the state of North Carolina. The practices covered by this Agreement are identified as follows: Swan Quarter Watershed - Dike.

I General.

A. The Sponsor(s) will:

- 1 Be responsible for operating and performing or having performed all needed maintenance of practices, as determined by either NRCS or the sponsor(s), without cost to NRCS.
- 2 Obtain prior NRCS approval of all plans, design, and specifications for maintenance work deviating from the O&M plan and of specification for any alteration to the structural practice.
- 3 Be responsible for the replacement of parts or portions of the practices(s), which have a physical life of less duration than the evaluated life of the practices(s).
- 4 Prohibit the installation of any structure or facility that will interfere with the operation or maintenance of the practices.
- 5 Notify NRCS of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the project practices(s), and provide NRCS with a copy of the agreement after it has been signed by the Sponsors(s) and the other party.
- 6 Comply with the PROPERTY MANAGEMENT STANDARDS set forth in 7 CFR 3015.160-3015.175, and all applicable Federal, State and local laws.
- 7 Provide NRCS personnel the rights of free access to the project practices(s) at any reasonable time for the purpose of carrying out the terms of the agreement.

B. NRCS Will:

OPERATION AND MAINTENANCE PLAN (O&M)
Swan Quarter Watershed
Hyde County
North Carolina

August 2002

The objective of the maintenance program is to maintain the project measures in a condition that will continue to reduce flood damages caused by high wind tides.

FUNDS

Funds for carrying out the maintenance program will be provided by Hyde County Commissioners. Funds will be provided from the maintenance assessment on a per-acre basis.

INSPECTION

A maintenance inspection will be made at least annually to determine work that needs to be performed and set priorities for the next year. Inspections will be made jointly by the Sponsors and a Service Representative. A written report will be prepared. Additional inspections will be made after each major storm.

VIOLATIONS

If the sponsor fails to live up to provisions of O&M Agreement or contract, they will be required to reimburse Federal Government for the financial assistance provided by the Natural Resources Conservation Service (NRCS).

DIKE

Maintain dike at designed level as planned. Any settlement washouts, rodent, or wildlife damage will be repaired as quickly as possible. No trees or woody vegetation will be allowed on dike.

VEGETATION – MOWING – FERTILIZATION

The planted areas around tidegates, the dike and berm along dike will be mowed as needed. Vegetation will not be mowed below recommended height in order to assure a good root system for cover and protection. Areas that are repaired will be revegetated when completed. Application of fertilizer will be applied as needed to maintain adequate cover and protection.

TIDEGATES AND COLLECTOR DITCH

Maintain tidegates as designed. Make needed repairs as necessary. Remove silt bars, woody vegetation and other debris from borrow channel as needed to keep them functioning properly.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: October 7, 2013
Presenter: Kris Noble, Planning and Economic Development Director
Attachment: Yes – Airport Board Suggestions

ITEM TITLE: Engelhard Airport Farmlease

SUMMARY: The Hyde County Airport Advisory Board met on September 30, 2013 and presented a list of recommendations to the Hyde Board of Commissioners in regard to the farm lease on the airport property which will need to be renewed in December 2013.

RECOMMEND: Review suggested changes to the farm lease and authorize the County Manager and Commissioner Pugh to work with the County Attorney to incorporate the suggested changes into the farm lease agreement. Authorize staff to advertise and procure approved farm lease.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

STATE OF NORTH CAROLINA
COUNTY OF HYDE

FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT, made and entered into as of the day of _____, 20____, by and between **HYDE COUNTY**, a **political subdivision of the State of North Carolina**, hereinafter referred to as "Lessor", and _____, whose **address is** _____, hereinafter referred to as "Lessee";

DRAFT

W I T N E S S E T H:

In consideration of the mutual agreements herein set forth, Lessor hereby leases to Lessee, and Lessee hereby accepts for lease from Lessor, upon and subject to the terms and conditions herein set forth, the lands and all improvements now located thereon situated in Engelhard Township, Hyde County, North Carolina, and more particularly described as the Airport Farm, containing approximately 300 acres, hereinafter called the "Premises".

The terms and conditions of this Lease are as follows:

1. Term. The term of this Lease shall commence as of _____, and unless sooner terminated as hereinafter provided, shall continue thereafter for a period of _____ (__) years, expiring midnight, December 31, 20____, at which time this Lease and all of Lessee's rights hereunder shall automatically terminate and cease without prior notice. Except as

hereinafter expressly provided, neither Lessee nor his heirs, successors or assigns shall have any claim to or against Lessor for the value of any unharvested crops existing at the expiration or earlier termination of this Lease, or for any expenses incurred by Lessee in connection with the production of the same.

2. Lessor's Right to Withdraw Acres. Lessor reserves the right to withdraw, upon thirty (30) days notice to Lessee, any portion of the premises at any time as may be needed in connection with improvements to the Hyde County Airport. In such event, Lessor shall pay the Lessee the average value of the yield per acre for the entire premises planted with any crop taken before harvest for each acre taken as a result of the Lessor's voluntary repossession of any portion of the premises pursuant to this paragraph. This payment shall be only for the crop year in which the repossession occurs. For any remaining crop years of the lease term, the rent shall be reduced by an amount equal to the original per acre rent multiplied by the number of acres repossessed by Lessor. The original per acre rent shall be computed by dividing _____ of the total rent by the total acres of the premises.

3. Use of Premises by Lessee. Lessee shall, during the term of this Lease and any renewals or extension thereof, occupy and use the premises for the sole purpose of planting, growing and harvesting crops. Crops such as but not limited to, soy beans,

wheat, cotton, and corn. Lessee IS EXPRESSLY PROHIBITED from growing wheat and any other such like crops that attract birds.

During the final year of this Lease, Lessee may not plant any fall seeded crops.

Lessee shall not plant crops within 100 foot of the tower shown on Exhibit "A" attached hereto and agrees to mow said 100 foot radius to within 6" of the ground year round during the term of this Lease and any renewals or extensions thereof.

4. Rent.

a. Lessee shall pay Lessor as rent for the use and possession of the premises the sum of _____, payable in _____ installments of _____ and being due on or before March 1st and November 30th of each calendar year during the lease term. If any such payment is not made on a timely basis, then in that event, Lessor will notify Lessee that Lessee is in default and if they payment is not received within thirty (30) days of said notice, then in that event this Lease shall terminate and Lessee shall have no interest in said property and shall forfeit any and all growing crops upon said property. Any USDA Farm Program Benefits applicable to the farmed acreage are to be paid 100% to the Lessee. The Lessee shall be required to report planted acreage to FSA on a timely basis to insure cropping history is maintained.

b. As additional rent Lessee shall for Lessor's benefit mow all farm ditches within farmland boundaries at least

once per year and mow the ditches, canals and pond outside the farmed area (around airport and runway) two times per year, once in the Spring and once in the Fall. This work will be completed with the prior approval and supervision of the airport manager so as not to interfere with airport operations. Lessor agrees that all farming equipment shall not be allowed to enter established boundary lines around runway/parking area without prior permission from airport manager.

5. Best Course of Husbandry. In the growing of the crops on the premises as specified in Paragraph 2 hereof and in performance of any activity on the premises required or permitted by this Lease, Lessee shall act in accordance with the best course of husbandry practiced in the geographical vicinity of the premises with a view not only to the production of bountiful crops in any one year, or further with an effort continuously to improve and preserve the fertility of the soil in an honest effort to preserve, and if possible, to increase the value and desirability of said lands as high class farm land. Lessee further covenants that, to the extent applicable, he will cooperate fully with all farm and crop programs sponsored by the United States Department of Agriculture and any subordinate agencies of the State of North Carolina and the United States, so as to keep and preserve for the premises the best programs that are available under such government sponsored programs.

Should Lessor determine that liming of the property is deemed necessary, then Lessor shall require the liming be done in the first year of the new lease and provide Lessor with proof that the liming has been completed. Lessee shall have the soil tested at Lessee's expense and shall provide the results to Lessor on an annual basis.

Lessee shall provide Lessor with receipts for all crops sold from the leased premises.

6. Alterations and Liens. Lessee shall not make or permit any other person to make any alterations to the premises or to any improvement thereon or facility appurtenant thereto without the prior written consent of Lessor. Lessee shall keep the Premises free and clear of any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon by or at the instance or request of Lessee.

7. Hold Harmless. Lessee shall indemnify and hold Lessor and the property of Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expenses resulting from Lessee's occupation or use of the Premises, including any claim, liability loss or damage arising by reason of the injury to or death of any person or persons or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessee or any

person in or on the Premises with the express or implied consent of Lessee. Such indemnity shall extend to any claim, liability, loss or damage occasioned by reason of Lessee's failure to perform any provision of this Lease or to comply with any requirement imposed upon him or on the Premises by any duly authorized governmental agency or political subdivision, or by reason of Lessee's failure or inability to pay as they become due any obligations incurred by him in the operations to be conducted by him on the Premises. Lessee stipulates that the Premises, all improvements on the Premises and all facilities appurtenant thereto, are now, on the date of this Lease, in good order and repair and in safe and tenantable condition. Lessee further stipulates that he has independently investigated all facts material to him in connection with this Lease and that the Premises are being leased by Lessee as a result of his own inspections and investigations and not as a result of any representations made by or in behalf of Lessor.

8. Workmen's Compensation and Liability Insurance. Lessee shall, at his own cost and expense, procure and maintain during the term of this Lease and any renewals or extensions thereof, insurance policies issued by insurance companies acceptable to Lessor in amounts satisfactory to Lessor insuring Lessor and Lessee against any and all possible liability for injuries to or death of any employees or employee of Lessee injured or killed at

any time in, on, or about the Premises, whether such injury or death is covered by Workmen's Compensation laws of the State of North Carolina or not. Further Lessee shall require any harvester or other person or entity hired by him as an independent contractor to perform services on the Premises to procure similar insurance before commencing such services.

9. Subleasing and Assigning. Lessee shall not encumber, assign, or otherwise transfer this Lease or any right or interest of Lessee therein or thereunder, without the express written consent of Lessor.

10. Independent Contractor. Lessee is in no way a partner, joint venture or employee of Lessor. Lessee has no employee/employer relationship with Lessor and Lessee is an INDEPENDENT CONTRACTOR.

11. Lessor's Access. Lessor specifically reserves the right to go upon the leased premises at any time.

12. Default by Lessee. All covenants and agreements on the part of Lessee contained in this Lease are declared to be conditions to this Lease and to the term hereby demise to the Lessee. Should Lessee default in the performance of any covenant, condition, or agreement contained in this Lease, the Lessor may terminate this Lease and reenter and regain exclusive possession of the entire premises, all with reservation and without prejudice to such other rights and remedies to which Lessor may be entitled

as result of the Lessee's default. On termination of this Lease, all rights of Lessee in and to the premises and any crop or crops on the premises shall also terminate. Pursuit by Lessor of any particular right or remedy shall not preclude pursuit of any other right of remedy available to Lessor, and no waiver by Lessor or any breach by Lessee of any one or more of the covenants, conditions or agreements contained in this Lease shall bar the enforcement of any rights or remedies of Lessor for any subsequent breach of any other covenant, condition or agreement.

13. Notices. Whenever it may be required or permitted that notice or demand be given or served by either party to this Lease, such notice, demand or other communication shall be given in writing by registered or certified mail, return receipt requested, addressed as follows:

If to Lessor: Bill Rich, County Manager
 County of Hyde
 PO Box 188
 Swan Quarter, NC 27885

If to Lessee:

Such notices will be effective when given if so given, whether or not accepted or received. Such addresses may be changed from time to time by either party by serving notices as provided above.

14. Heirs and Successors. This Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing herein shall be construed as consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

15. Governing Law. This Lease shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed in duplicate originals, one of which is retained by the Lessor, and one of which is retained by the Lessee, on the day and year first above written.

Lessor:

COUNTY OF HYDE

(SEAL)

BY: _____
Barry Swindell, Chairman

ATTEST: _____
Lois Stotesberry, Clerk

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, _____, a Notary Public for said County and State, do hereby certify that _____, personally appeared before me this day of _____, sworn, acknowledge that he/she is Clerk to the Board of the County of Hyde, a political subdivision, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself/herself as its Clerk

WITNESS my hand and Notarial Seal this ___ day of _____, 2013.

NOTARY PUBLIC

My Commission expires: _____

Lessee:

_____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF _____

Before me, the undersigned Notary Public in and for the State
and County aforesaid, this day personally appeared
_____, and acknowledged the due execution by them
of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of
_____, 20__.

NOTARY PUBLIC

My Commission expires: _____.

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

Meeting Date: November 4, 2013
Presenter: Kris Noble, Planning & Economic Development Director
Attachment: Yes

ITEM TITLE: Changes to Airport Advisory Committee Bylaws

SUMMARY: The attached revised Hyde County Airport Committee Bylaws reflect changes as approved by the Committee.

RECOMMEND: Discussion and Approval.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

BY LAWS-JANUARY 24, 2005

Amended November 4, 2013

HYDE COUNTY AIRPORT ADVISORY COMMITTEE

Section I: Creation

The Hyde County Airport Advisory Committee is hereby created pursuant to the provisions of Article 6, Chapter 63, of the General Statutes of North Carolina.

Section II: Composition, Appointment and Terms of Members

The Airport Committee shall consist of seven (7) members appointed by the Hyde county Board of Commissioners plus the Ex Officio Member, the County Manager. The Ex Officio member does not vote.

Appointments shall be for three years.

Every effort will be made for appointments to be considered by the Board of County Commissioners thirty (30) days prior to the expiration of the members' term that is to be filled. An appointment to fill an unexpired term is to be made within thirty (30) days after the vacancy occurs and is to be under the same conditions and only for the unexpired term of the member being replaced.

Section III: Officers, Meetings and Quorum

The Airport Advisory Committee shall elect from its members a Chairman, Vice-Chairman and such officers, as it may deem necessary for the orderly conduct of its business. It shall hold meetings monthly at such time and place as it may from time to time designate and at other times on call by the Chairman or by four members of the Committee provided the proper notice is given. All meetings shall be in accordance with the open meetings law.

Four members of the Committee shall constitute a quorum and action by a majority of the members present at any meeting shall be sufficient.

Section IV: Compensation of Members

The members of the Airport Advisory Committee shall serve as such without compensation; however, from time to time they shall be reimbursed for such expenses as they may incur in connection with their duties as shall be determined appropriate by the County Manager.

Section V: Power and Duties of the Airport Advisory Committee

The Airport Advisory Committee shall serve as an advisory body to the Hyde County Board of Commissioners in connection with the construction, improvement or enlargement of the airport, restricted landing areas or air navigation facilities. In the event that by proper resolution it should be determined by the Hyde County Board of Commissioners that airports, restricted landing areas or air navigation facilities should be constructed, then and in such event, it shall be the duty of the Hyde County Manager to supervise and oversee such construction, and report the progress thereof to the Hyde County Board of Commissioners. In addition to the other duties hereby imposed on the Hyde County Airport Advisory Committee shall be charged with the responsibility of studying the present and future requirements of air transportation in Hyde County and shall submit proposed plans and recommendations to the Board of Commissioners.

Section VI: Budget, Appropriations and Fiscal Responsibility

On or before the first day of April of each and every calendar year subsequent to the enactment of this ordinance, the Hyde County Airport Advisory Committee shall prepare and file with the Hyde County Board of Commissioners, a budget covering its proposed expenditures for the requisitions, maintenance, equipment and operation of the facilities in its charge for the next ensuing fiscal year. The fiscal year of the committee created shall coincide with the fiscal year of Hyde

County. Appropriations of funds to serve the requirements of the committee hereby created shall hereafter be itemized and budgeted by the Hyde County Board of Commissioners on an annual basis. The Airport Manager shall make no expenditures beyond the itemized and budgeted amounts so appropriated without the express approval by an appropriate resolution of the Hyde County Board of Commissioners. Nothing herein shall be interpreted to make it mandatory for the Hyde County Board of Commissioners to appropriate any amount for the said Airport Manager. Subject to the foregoing provisions, the expense of maintaining, equipping and operating the facilities in the charge of said committee shall be the responsibility of Hyde County

Section VII: Procedures for Handling and Dispersing of Funds

All funds coming into the hands of Hyde County for the construction, operation, equipment and maintenance of the airport, restricted landing areas and air navigation facilities shall be kept separately and shall be disbursed by the County Finance Officer upon check requests issued by the Hyde County Manager, no disbursement, however, shall be made which is not authorized and provided for in the budget hereinabove referred to. All check requests issued for payment of money for the purposes aforesaid by the Hyde County.

Section VIII: Powers of the Hyde County Airport Advisory Committee May be Enlarged or Restricted

The powers herein vested in the Hyde County Airport Advisory Committee may be enlarged or restricted and any provision of this ordinance or resolution may be changed or amended by the Hyde County Board of Commissioners.

Adopted on February 7, 2005 by the Hyde County Board of Commissioners.

Amended on November 4, 2013 by the Hyde County Board of Commissioners.

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

Meeting Date: November 4, 2013
Presenter: Kris Noble, Planning and Economic Development Director
Attachment: Yes –
Meeting Minutes from January 23, 2013
Correspondence from NC Department of Health & Human Services,
Division of Facility Services Construction Section

ITEM TITLE: Public Safety Center Options

SUMMARY: Attached are meeting notes between Hyde County officials and staff along with the NC Department of Health & Human Services, Division of Facility Services Construction Section in regard to the Public Safety Center.

RECOMMEND: Review and discuss.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Public Safety Center Meeting
January 23, 2013 11 a.m.

Attending:

Barry Swindell	Hyde Interim County Manager
Robin Pulver & Andy Lamm	Lamm Engineering
David Mason	Hyde Sherriff
Clint Berry	Hyde Public Utilities
Kris Noble	Hyde Planning
Jerry Hardison	Hyde Building Inspections
Medhat Metry	Facility Architect, NC Dept. of Health and Human Services
Charles Brown	Building Systems Engineer, NC Dept. of Health & Human Services
Chris Wood	State Jail Inspector, NC Dept. of Health and Human Services

Purpose of Meeting:

To discuss the Public Safety Center and Government Center to address structural issues including the roofs.

Barry Swindell states that economics have always been an impediment for opening the jail facility. He states that it has been reported to the Board of Commissioners that staffing costs for the facility are greater than the alternative of housing our inmates in other facilities.

Charles Wood notes that it would require (4) staff members per shift and (3) shifts per 24 hour period to staff the facility as constructed.

Barry Swindell inquired about the requirements of providing holding cells within the facility for the Sherriff's current needs and utilizing the remainder of the space for other purposes. Retaining (2) holding cells with (2) inmates per cell would mean the Sherriff could temporarily hold up to (4) inmates at one time.

Charles Wood notes that he toilets are available for that but there is no natural sunlight in the holding cells as required. The holding cells can only be utilized for 24 hours or less otherwise natural sunlight is required.

David Mason also noted the requirement of providing 85 sq. ft. per 2 inmates.

Medhat Metry noted that when his department inspected the facility the smoke evacuation system did not work and NC Building Code requires holding areas to have smoke evacuation systems. The exception would be if the facility was used for business occupancy and that would be with a conditional maximum of occupants.

Charles Wood also notes that if inmates are held over 24 hours then they must be provided with (1) hour a day of exercise a minimum of (3) days a week, showers a minimum of (3) days a week, food, canteen and medical services. Medical services can be contracted with a Dr.'s office.

Robin Pulver advised the group that if it was decided that it was practical to use the holding cells for short term usage, the building can be retrofitted to repair the smoke evacuation and add natural light.

Medhat Metry states that under North Carolina State Building Code, Section 308.4 the holding cells can be utilized with a total of (5) inmates or less. Less than (5) inmates may be considered business occupancy and would not have to meet jail requirements.

EB Filed



North Carolina Department of Health and Human Services
Division of Facility Services
Construction Section
2705 Mail Service Center v Raleigh, North Carolina 27699-2705

Michael F. Easley, Governor
Carmen Hooker Odom, Secretary

William L. Warren, Chief
Phone: 919-855-3893
Fax: 919-733-6592

November 23, 2005

Mr. Don Davenport, Hyde County Manager
P O Box 188
Swan Quarter, NC 27885

Re: Project No. J-167-MM/RG
HYDE COUNTY PUBLIC SAFETY FACILITY
New Law enforcement Center & Detention Center with a capacity of 32 Beds
Swan Quarter (Hyde County)

Dear Mr. Davenport:

The architectural portion of the final working drawings dated October 20, 2005 has been reviewed. The architectural portion of the final drawings is approved provided the following condition is met:

- 1. Travel distances from some sleeping cells to the exit access corridor exceed 50'-0". Therefore, smoke tight partitions must be relabeled to separate the sleeping areas from the common spaces as it was the case in The design development set of drawings.

We must receive a response from your architect to this review.

The engineer in this office who will review the plumbing, mechanical, and electrical drawings is Ron Gales.

This Project has been reviewed under the 2000 International Building Code with North Carolina Amendments as new sprinklered building of Type II-A construction under institutional Restrained I-3 occupancy with use condition 4.

Please use our Project No. J-167-MM/RG on all correspondence related to this project.

If you have any questions or if we can be of any further service please let us know.

Sincerely,

Medhat Metry
Facility Architect
medhat.metry@ncmail.net

MM: mm

Sent by e-mail to Mr. Don Davenport, Hyde county manager "dldavenport@yahoo.com", to Daron Speight architect "dspeight@brennansc.com", and to Beverly Lott, DOI "Blott@ncdoi.net"





**North Carolina Department of Health and Human Services
Division of Health Service Regulation
Construction Section**

2705 Mail Service Center ■ Raleigh, North Carolina 27699-2705

Beverly Eaves Perdue, Governor
Lanier M. Cansler, Secretary
Jeff Horton, Acting Director

William L. Warren, Chief
Phone: 919-855-3893
Fax: 919-733-6592

December 3, 2009

Mr. Jerry Hardison
Hyde County Building Inspector
P. O. Box 95
Swan Quarter, NC 27885

RE: Project No. J-167-MM/RG
**Project Title: Hyde County Public Safety Facility
New Law Enforcement Center & Detention Center
Punch List Requirements**
Capacity of 32 Beds
Swan Quarter (Hyde County)

Dear Mr. Hardison:

The purpose of this correspondence is to verify the final items that must be completed in order for this office to approve the facility for full occupancy. Per our discussion on Tuesday (12/1/09) the items that must be completed are listed below.

It is understood that you will obtain the services of a Level III Fire/Life Safety Inspector to inspect the facility and verify it's compliance with required Jail rules and applicable codes as defined by the state. His inspection will be accepted in lieu of me conducting a follow-up inspection if the following items are identified as completed and full operational.

1. Verify that area smoke detectors are installed per 2006 Edition North Carolina Building Code, Section 907.2.6.3. Additional Smoke detectors are strongly advised for all storage rooms in the Sherriff/business occupancy section of the facility including the Evidence Room due to their high fuel level and the need for early notification.
2. Verify that the smoke detectors located in the dayrooms and booking areas initiate the smoke removal system for each area per 2006 Edition North Carolina Building Code, Section 408.8.
3. All Life Safety systems must operate on emergency power.
4. Verify that the exhaust systems for all holding and toilet areas operate on emergency power to effectively maintain designed air requirements and assist with smoke removal in confined areas.



The following information, where applicable, is required to be available to our office prior to our recommendation for OCCUPANCY and/or LICENSURE. This material may be mailed to my attention for my review and approval. Approval will be verified by your receipt of a sign approval transmittal issued by this office.

1. A copy of the Occupancy Permit or Certificate of Compliance issued by the local Building Inspection Department having jurisdiction.
2. Level III Inspector's report documenting that all work listed was tested and found to be in full working order.
3. Evidence that the Boiler Inspection Division of the N. C. Department of Labor has made an inspection of all boilers, water heaters, or pressure vessels under their jurisdiction.
4. Documentation showing that new interior floor finish (carpet etc.) in corridors and exits is Class I per NFPA 101 or Class II if sprinklered.
5. Certification by the local sanitarian, water department or certified independent lab that the potable water system has been sampled and tested safe for consumption.
6. Certification that the sprinkler system has been installed in accordance with NFPA 13, and that flow control and supervisory valve alarms are active. Provide evidence showing that the owner has received a copy of NFPA 13 A (maintenance). A copy of the contractor's Material and Test Certificate must also be provided.
7. Manufacturer's current detailed installation instructions for fire dampers, ceiling radiation dampers, smoke dampers, and duct smoke detectors as applicable to the project.
8. All electrical materials, devices, appliances, and equipment shall be evaluated for safety and suitability for intended use. This evaluation shall be conducted in accordance with nationally recognized standards and shall be conducted by a qualified testing laboratory. See N.C. General Statute 66-25.

Should you have any questions or if we can be of further service, please let us know.

Respectfully,

Ronald W. Gales
Building Systems Engineer
Construction Section
E-mail: Ronald.Gales@ncmail.net

Rwg

cc: John Harkins, Chief – Jails and Detention Section

Metry, Medhat

From: Jane Hodges [jhodges@hydecountync.gov]
Sent: Wednesday, September 12, 2012 10:44 AM
To: Metry, Medhat
Cc: 'Mazie Smith'
Subject: RE: J-167 Hyde County Public Safety Facility

Mr. Metry,

This email response is in reference to your email of 09/12/2012. This will confirm that the Hyde County Public Safety Center Detention/Jail Facility portion of the structure at 1223 Main Street in Swan Quarter will be converted to a S1 Storage Facility. The front portion will still be used as office and dispatch space. This was the decision of the Hyde County Manager Mazie Smith as well as Sheriff David Mason. If I can be of assistance please let me know.

Jerry Hardison
Hyde County Chief Building Inspector

From: Metry, Medhat [mailto:medhat.metry@dhhs.nc.gov]
Sent: Wednesday, September 12, 2012 9:14 AM
To: 'jhodges@hydecountync.gov'
Cc: Wood, Chris; Gurlitz, Carey; Lewis, Steven; Brown, Charles
Subject: RE: J-167 Hyde County Public Safety Facility

Dear Mr. Hardison

As discussed yesterday, we must receive a confirmation e-mail or letter for the new use of the originally designed Jail. Only when we receive this confirmation, we will be able to void the subject project. As discussed as well, please note that new review and inspection will need to be requested from our section before using the building for its originally designed purpose as detention facility.

Thanks

Medhat Metry, Architect
Construction Section, Division of Health Service Regulations, DHHS
Phone: (919) 855 3908
medhat.metry@dhhs.nc.gov

From: Metry, Medhat
Sent: Monday, September 10, 2012 3:12 PM
To: 'jhodges@hydecountync.gov'
Cc: Wood, Chris; Gurlitz, Carey; Gales, Ronald; Lewis, Steven; Boyle, Jerry; Brown, Charles
Subject: RE: J-167 Hyde County Public Safety Facility

Dear Mr. Hardison

I got your voice mail. The inspection on Thursday is cancelled as per your request. Please note that the building must not be occupied until it passes inspection by our office. When you are ready for the re-inspection, please let us know.

Medhat Metry, Architect
Construction Section, Division of Health Service Regulations, DHHS
Phone: (919) 855 3908
medhat.metry@dhhs.nc.gov

9/12/2012

From: Metry, Medhat
Sent: Thursday, August 30, 2012 9:45 AM
To: Metry, Medhat; 'jhodges@hydecourtync.gov'
Cc: Wood, Chris; Gurlitz, Carey; Gales, Ronald; Lewis, Steven; Boyle, Jerry
Subject: RE: J-167 Hyde County Public Safety Facility

Dear Mr. Hardinson

We discussed your project, again, in our office and decided to have an engineer as well to join during our visit. The appointment of Tuesday is not going to work and we have to reschedule another time when your local official award you a CO and when the deficiencies listed in the attached letter is corrected.

Please communicate with us when you are ready. We will do our best to meet with your schedule.

I have your numbers as office (252)926-4372 Cell (252)542-0714.

Medhat Metry, Architect
Construction Section, Division of Health Service Regulations, DHHS
Phone: (919) 855 3908
medhat.metry@dhhs.nc.gov

From: Metry, Medhat
Sent: Thursday, August 30, 2012 9:07 AM
To: 'jhodges@hydecourtync.gov'
Cc: Wood, Chris; Gurlitz, Carey; Gales, Ronald
Subject: J-167 Hyde County Public Safety Facility

Dear Mr. Hardinson

As discussed over the phone this morning, I will be waiting for your confirmation that you have passed the local official inspection and that the facility was awarded a CO.

Initially, Chris Wood and I were trying to come to your facility Tuesday at 11:00.

Please call me or e-mail updates ASAP.

Thanks

Medhat Metry, Architect
Construction Section, Division of Health Service Regulations, DHHS
Phone: (919) 855 3908
medhat.metry@dhhs.nc.gov

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JAILS

There is a file that contains questions/answers from a meeting with DOI in
..\..\CAREY'S PLACE\RULES, CODES AND
STANDARDS\NCSBC\Interpretations\Filed by Subject\DOI Jail Questions
Meeting Jn 30 '09 2.pdf

1. Clarification to NCSBC 2009, Section 408.5
Provide two ways for exiting from the second floor of each housing units. One of the required exits maybe designed through the communicating stair leading to the day room below. The other exit maybe designed through another adjacent housing unit that leads to a stair or to an approved exit without going back to the floor below.
2. It is acceptable for a portion of a building with Group **I-3** occupancy with 1-hour rated corridor walls to exit through a horizontal exit that is located in a two hour fire barrier into Group **B** occupancy with unrated corridor walls. [408.2]
3. Holding/booking cells with a total of 5 inmates or less maybe considered as Business occupancy. [NCSBC 2012, Section 308.4]

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

Meeting Date: November 4, 2013
Presenter: Kris Noble, Planning and Economic Development Director
Attachment: Yes – Leases attached

ITEM TITLE: Davis School Leases

SUMMARY: Attached are current leases for the Davis School Building.

RECOMMEND: Review and discuss.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

State of North Carolina
County of Hyde

LEASE

THIS LEASE, made and entered into this the 4th day of February 2008, by and between COUNTY OF HYDE, a body corporate and politic of the State of North Carolina, party of the first part; and **DAVIS HIGH VENTURES, INC.** a nonprofit North Carolina corporation, located at P.O. Box 95, Engelhard, North Carolina, 27824, party of the second part;

WITNESSETH:

That subject to the provisions of Chapter 160A, Section 272 of the General Statutes of North Carolina and the terms and conditions herein set forth, said party of the first part does hereby let and lease unto said party of the second part and said party of the second part does hereby accept as lessee of said party of the first part that certain real property with improvements located thereon in Lake Landing Township, Hyde County, North Carolina, and more fully described as follows:

A portion of that building and curtilage now or formerly occupied by the Hyde County Schools and more commonly known as the Davis Elementary School and being more specifically the school gym, kitchen, cafeteria and certain classrooms as shown on the attached Exhibit A along with such of the curtilage as is necessary for the use and enjoyment of the leased areas; however, this shall be a non-exclusive lease and shall be subject to the use and enjoyment of other users and lessees of the curtilage and different portions of the buildings.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

This lease shall begin as of the 22nd day of May, 2008 and shall exist and continue until and including the 22nd day of May, 2013.

The consideration to be paid by said party of the second part for said premises shall be conditioned upon said premises being utilized by party of the second part for nonprofit activities under the sponsorship of party of the second part; failure to do shall result in termination of this lease by party of the first; and the sum of Ten Dollars payable on or before the date of this lease, and on or before the same day of each successive calendar year in which the lease may be valid.

Party of the second part agrees to accept said premises in present condition, and agrees during the term of this Lease to make exterior and interior repairs as may be necessary to

maintain said leased premises and make said leased premises safe, useable and in compliance with the State Building Code.

Party of the first agrees to be responsible for all costs associated with hazard insurance coverage, and party of the second part agrees to be responsible for all utility costs and liability insurance.

Party of the second part may be at any time during the term of the Lease make alterations to the improvements located on said premises, but it is agreed that all such alterations, either removal or additions shall be subject to approval in writing of party of the first part. Should the improvements upon the demised premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate.

It is further understood and agreed that if party of the second part shall fail to make or maintain premises in a useable condition pursuant to the State Building Code for its intended purposes, then in such event party of the first part may at its options terminate this Lease.

In the event the party of the first part shall hold over after the expiration of this Lease for any purpose said party shall become a tenant-at-will.

The party of the first part reserves the right to terminate this Lease and reclaim physical control of the property at any time upon thirty (30) days prior notice delivered to the party of the second part, Chairman/CEO or registered agent.

IN WITNESS WHEREOF, THE COUNTY of HYDE has caused this Lease to be signed in its name by its Chairman and attested by its Clerk and its seal to be hereunto affixed, and the DAVIS HIGH VENTURES, INC. has caused this Lease to be signed in its name by its Chairman/CEO and attested by its Secretary and its seal to be hereunto affixed, pursuant to Resolution heretofore adopted by its membership, this the day and year first above written.

DAVIS HIGH VENTURES, INC.

(SEAL)

BY: 
Michael Adams Chairman/CEO

ATTEST:


SECRETARY

COUNTY OF HYDE

(SEAL)

BY: Charles R. Spencer
Charles R. Spencer, CHAIRMAN

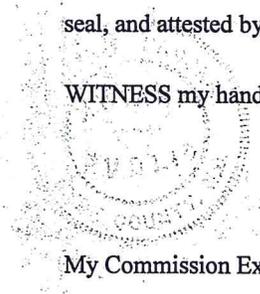
ATTEST:

Lois Stotesberry
CLERK

STATE OF NORTH CAROLINA
COUNTY OF Hyde

I, Margie E. Brooks, a Notary Public for said County and State, do hereby certify that Vincent Whitfield personally appeared before me this day and being by me duly sworn, acknowledge that he/she is Secretary of DAVIS HIGH VENTURES, INC., a NORTH CAROLINA corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by its Chairman/CEO, sealed with its corporate seal, and attested by himself/herself as its Secretary.

WITNESS my hand and Notarial Seal this the 4th day of April, 2008.



Margie E. Brooks
NOTARY PUBLIC

My Commission Expires: 23 May 2011

STATE OF NORTH CAROLINA

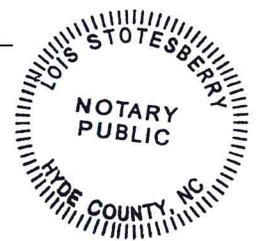
COUNTY OF Hyde

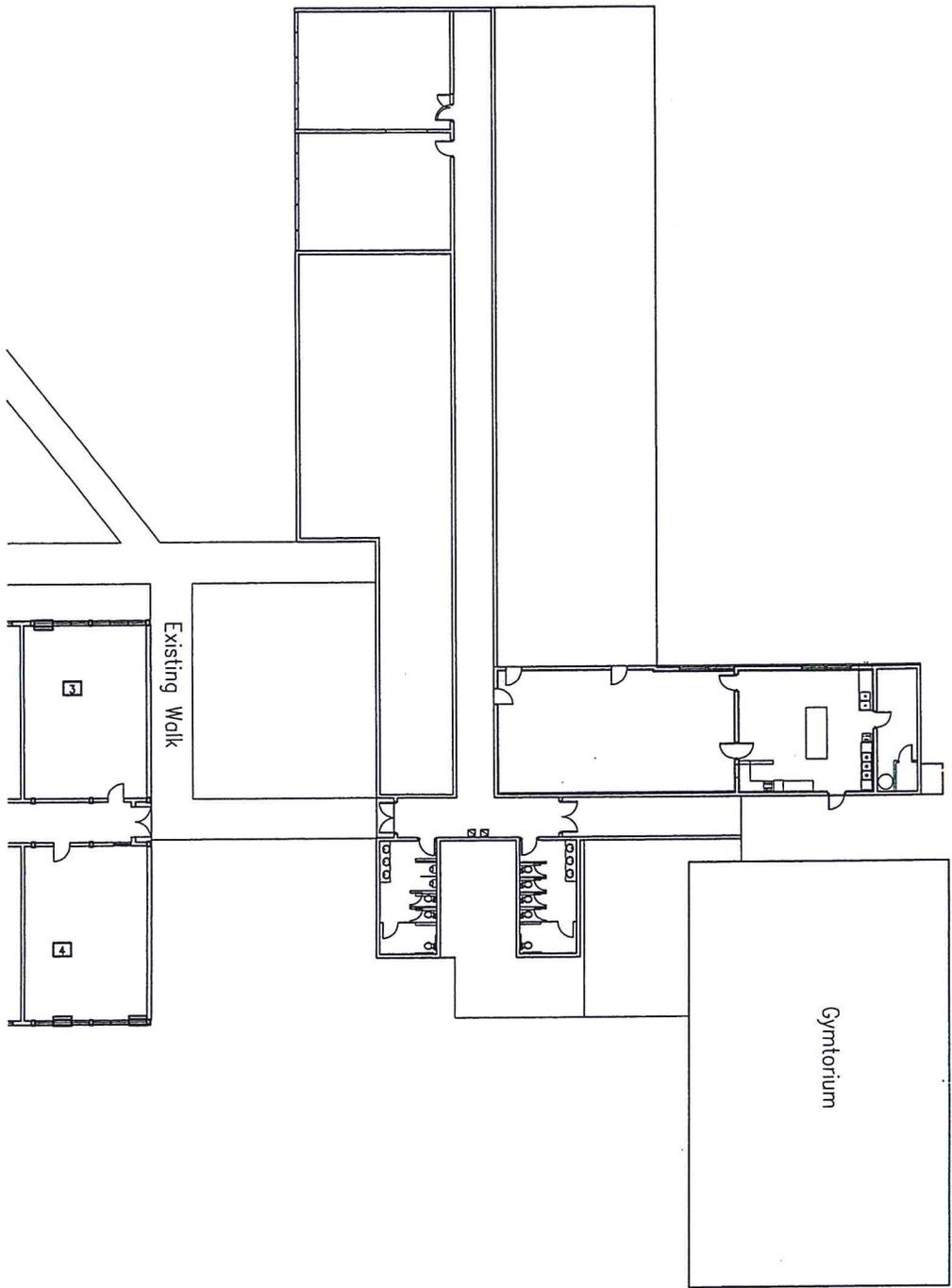
I, Lois Stotesberry, a Notary Public for said County and State, do hereby certify that Charles R. Spencer personally appeared before me this day and being duly sworn, acknowledged that he/she is Clerk of Hyde County, a political subdivision, and that by authority duly given by the Board of Commissioners and as the act of the county, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself/herself as its Clerk.

WITNESS my hand and Notarial Seal this the 4th day of February, 2008.

Lois Stotesberry
NOTARY PUBLIC

My Commission Expires: 12-30-2012





State of North Carolina
County of Hyde

LEASE

THIS LEASE, made and entered into this the 4th day of February 2008, by and between COUNTY OF HYDE, a body corporate and politic of the State of North Carolina, party of the first part; and HYDE COUNTY COMMUNITY DEVELOPMENT CORPORATION, a nonprofit North Carolina corporation, located at P.O. Box 295, Swan Quarter, North Carolina, 27885, party of the second part;

WITNESSETH:

That subject to the provisions of Chapter 160A, Section 272 of the General Statutes of North Carolina and the terms and conditions herein set forth, said party of the first part does hereby let and lease unto said party of the second part and said party of the second part does hereby accept as lessee of said party of the first part that certain real property with improvements located thereon in Lake Landing Township, Hyde County, North Carolina, and more fully described as follows:

A portion of that building and cartilage now or formerly occupied by the Hyde County Schools and more commonly known as the Hyde/Davis Business Enterprise Center at the Davis Elementary School as shown on the attached Exhibit A along with such of the cartilage as is necessary for the use and enjoyment of the leased areas; however, this shall be a non-exclusive lease and shall be subject to the use and enjoyment of other users and lessees of the cartilage and different portions of the buildings.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

This lease shall begin as of the 1st day of January 2009, and shall exist and continue until and including the 31st day of December, 2014.

The consideration to be paid by said party of the second part for said premises shall be conditioned upon said premises being utilized by party of the second part for non-profit activities under the sponsorship of party of the second part; failure to do so shall result in termination of this lease by party of the first part; and the sum of Ten Dollars payable on or before the date of this lease, and on or before the same day of each successive calendar year in which the lease may be valid.

Party of the second part agrees to accept said premises in its present condition, and agrees during the term of this Lease to make exterior and interior repairs as may be necessary to

maintain said leased premises and make said leased premises safe, usable and in compliance with the State Building Code.

Party of the first part agrees to be responsible for all costs associated with hazard insurance coverage, and party of the second part agrees to be responsible for all utility costs and liability insurance.

Party of the second part may at any time during the terms of this Lease make alterations to the improvements located on said premises, but it is agreed that all such alterations, either removal or additions shall be subject to approval in writing of party of the first part. Should the improvements upon the demised premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this lease shall thereupon terminate.

It is further understood and agreed that if party of the second part shall fail to make or maintain said premises in a usable condition pursuant to the State Building Code for its intended purposes, then in such event party of the first part may at its option terminate this Lease.

In the event the party of the second part shall hold over after the expiration of this Lease for any purpose said party shall become a tenant-at-will.

The party of the first part reserves the right to terminate this Lease and reclaim physical control of the property at any time upon thirty (30) days notice delivered to the party of the second part, Chairman or registered agent.

IN WITNESS WHEREOF, the COUNTY OF HYDE has caused this Lease to be signed in its name by its Chairman and attested by its Clerk and its seal to be hereunto affixed, and the HYDE COUNTY COMMUNITY DEVELOPMENT CORPORATION has caused this Lease to be signed in its name by its Chairman and attested by its Secretary and its seal to be hereunto affixed, pursuant to Resolution heretofore adopted by its membership, this the day and year first above written.

HYDE COUNTY COMMUNITY
DEVELOPMENT CORP.

BY: Margie Brooks
Margie Brooks, Chairman

(SEAL)

ATTEST:

Patty C Buck
SECRETARY

COUNTY OF HYDE

BY: *R. Spencer*
Charles, R. Spencer, Chairman

(SEAL)

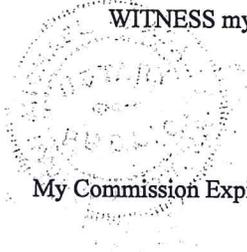
ATTEST:

Lois Statesberry
CLERK

STATE OF NORTH CAROLINA
COUNTY OF *Hyde*

I, *Lois Statesberry* *Michael A. Adams*, a Notary Public for said County and State, do hereby certify that *Charles R. Spencer* ^{§5} *Patty C. Buck* personally appeared before me this day and being by me duly sworn, acknowledge that he/she is Secretary of HYDE COUNTY COMMUNITY DEVELOPMENT CORPORATION, a North Carolina corporation, and that by authority duly given and as the act of corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself/herself as its Secretary.

WITNESS my hand and Notarial Seal this the *3rd* day of *April* 2008.



Michael A. Adams
NOTARY PUBLIC

My Commission Expires: *4-2-2011*

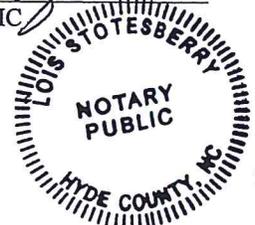
STATE OF NORTH CAROLINA
COUNTY OF *Hyde*

I, *Lois Statesberry*, a Notary Public for said County and State, do hereby certify that *Charles R. Spencer* personally appeared before me this day and being by me duly sworn, acknowledge that he/she is Clerk of Hyde County, a public subdivision, , and that by authority duly given the Board of Commissioners and as the act of county, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal, and attested by himself/herself as its Clerk.

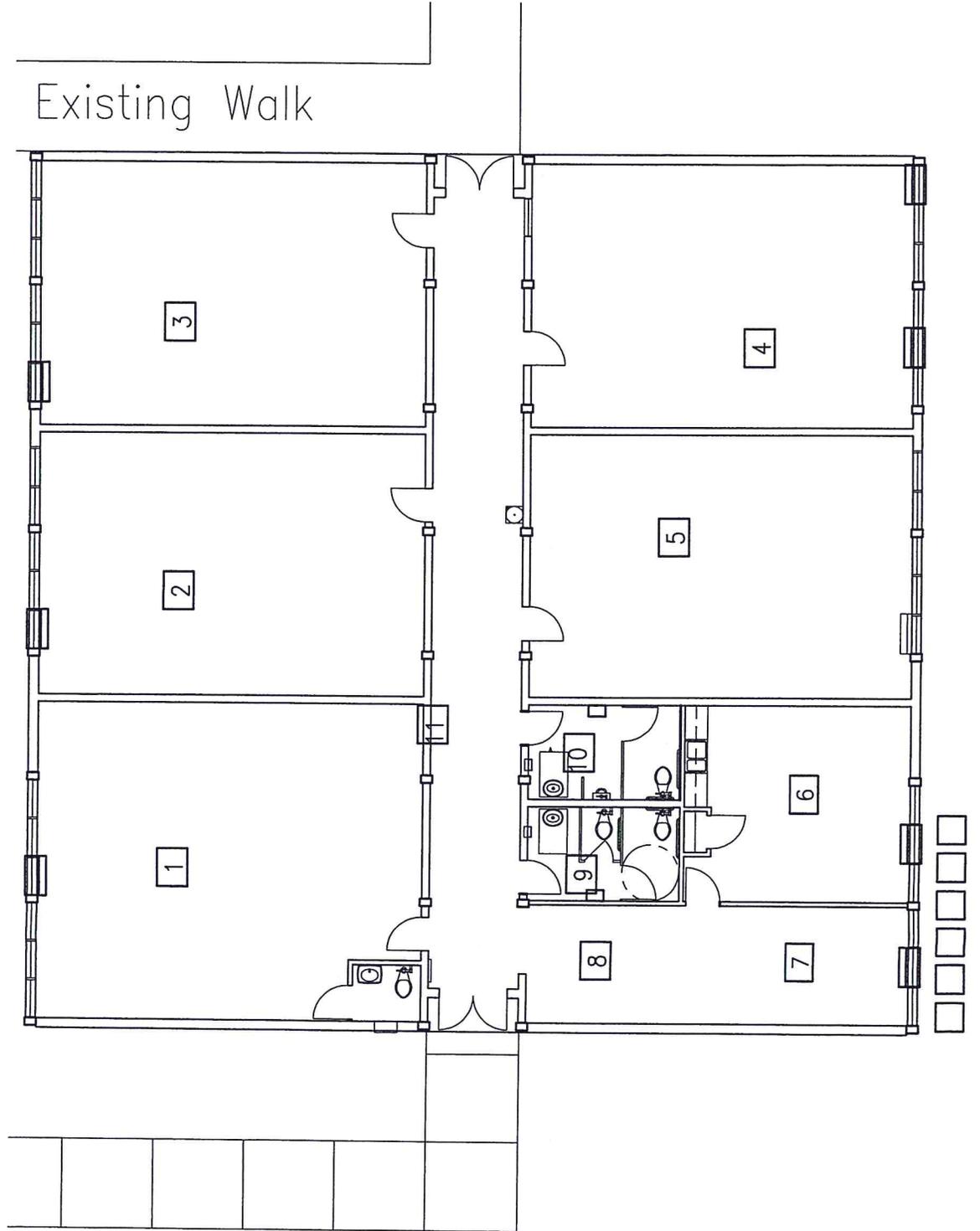
WITNESS my hand and Notarial Seal this the *4th* day of *February* 2008.

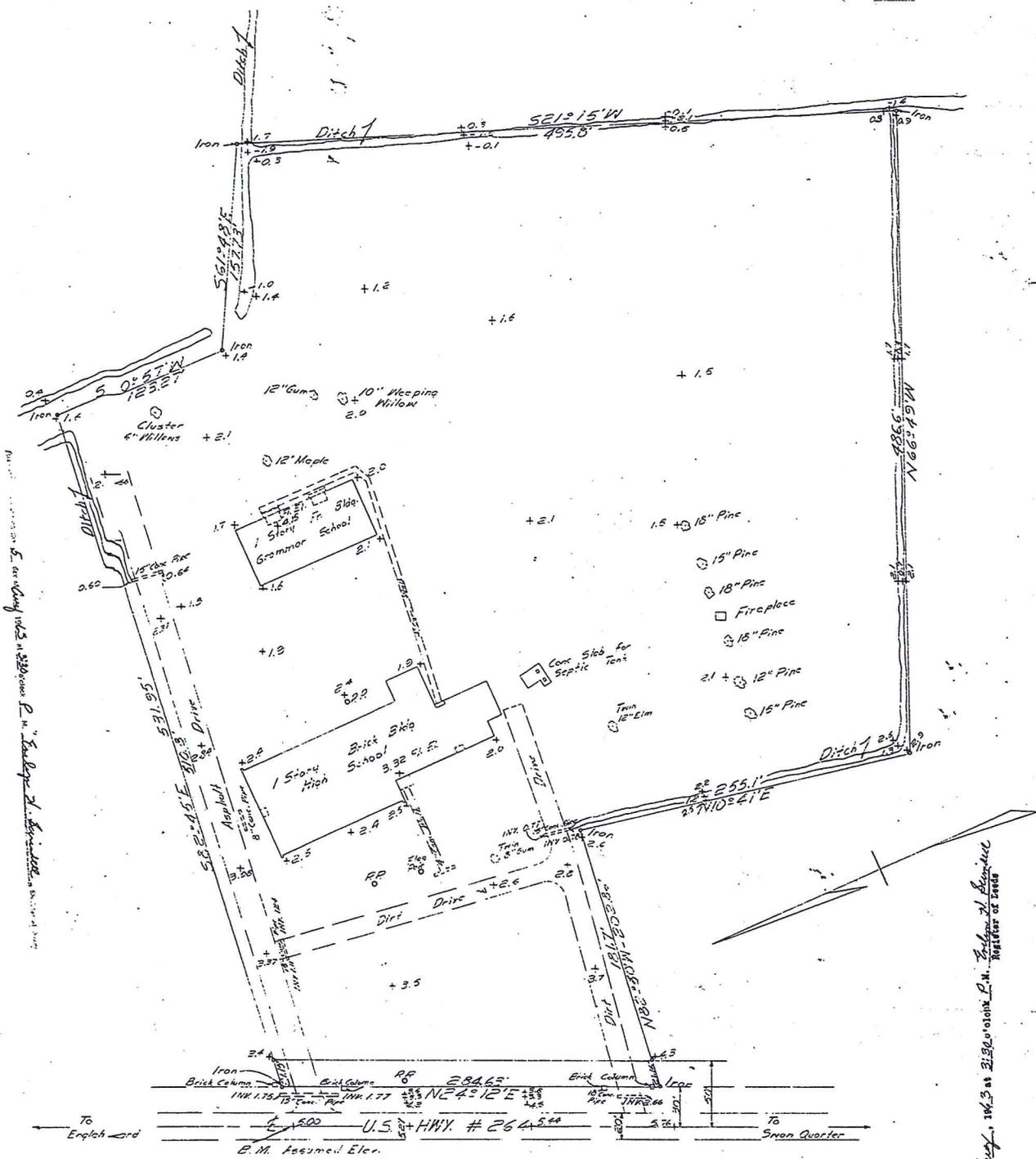
Lois Statesberry
NOTARY PUBLIC

My Commission Expires: *12-30-2012*



Existing Walk





This map was prepared by the U.S. Geological Survey under the direction of the Chief Geographer, Washington, D.C., and is published by the U.S. Government Printing Office, Washington, D.C., 1902.

Filed for registration on the 5 day of July, 1902 at 2:30 P.M. by J. H. Green, Registrar of Deeds, Wilson, N.C.

TOPO MAP
 DAVIS SCHOOL
 LOCATED IN

LAKE LANDING TOWNSHIP
 F.T. GREEN & ASSOC. ENGINEERS
 JULY 1902

ENGLEHARD, N.C.
 WILSON, N.C.
 SCALE: 1" = 50'

MAP BK 1
 Page 70
 77B

Hyde gis



Hyde County, North Carolina

Tax Administrator, PO Box 278, Swan Quarter, NC 27885

ACCOUNT #	10
MAP NUMBER	R7 124
RECORD CARD	3
OWNER INFORMATION	



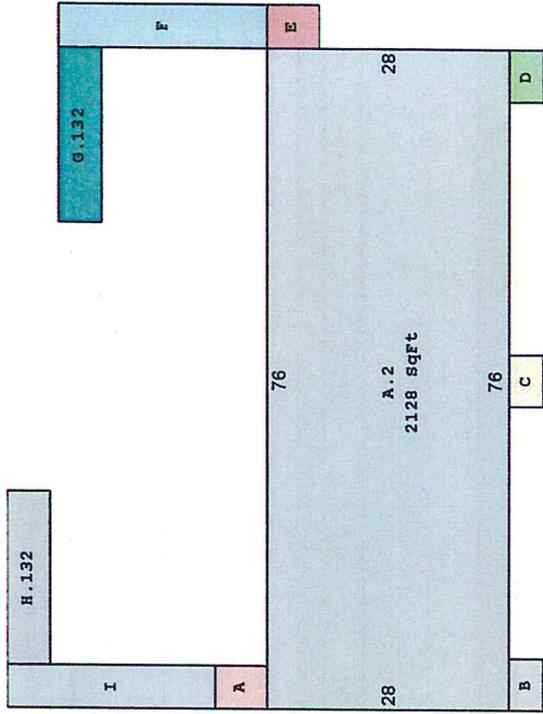
HYDE COUNTY	
PHYSICAL 911 ADDRESS	33480 US 264 HWY
DBA	
LEGAL DESCRIPTION	LOT & BLDGS DAVIS SCHOOL PROPERTY
NOTES	

SALES INFORMATION	DATE	AMOUNT	CODE
LEGAL INSTRUMENTS	DATE	TYPE	BOOK PAGE
PLUMBING	FIXTURE	COUNT	FIREPLACES
	3 FXBTH	2	
TOTAL ACRES	RSWS	GSWS	C & D
8.662	1	0	100%
% INT	HSOFT		
0%	2,128		
LISTED	REVIEWED	REVISIT	APPEALS
11/17/2008 NR	1/11/2009		
BUILDING INFORMATION	CONSTRUCTION STYLE	EXEMPT	COND
DOUBLE WIDE	Y	A	ROOMS
YR BLT	EFF YR	REM YR	DEP %
1984	1984	28%	DEPOVR
			FUN OBS
			ECO OBS

FOUNDATION	BRICK	ROOF TYPE / MATERIAL	GABLE	WALL FINISH	PANEL	FLOOR FINISH	SOFTWOOD TITLE	FUEL TYPE	GAS
BUILDING PROPERTIES	BUILDING BUILT INS, BASEMENTS, ATTICS & SUB SECTIONS	NOTES	TYPE	GRADE	EXT FIN	HEAT	SHGT	WHGT	E YEAR
					D	C-HEAT	1.00	2,128	1 1984
					D	C-AIR	1.00	24	1 1984
					D		1.00	24	1 1984
					D		1.00	24	1 1984
					D		1.00	30	1 1984
					D		1.00	120	1 1984
					D		1.00	100	1 1984
					D		1.00	100	1 1984
					D		1.00	120	1 1984
					D		1.00	30	1 1984

Total Built Ins, Plumbing & Fireplace Value										\$4,200	
SEC#	TYPE	GRADE	EXT FIN	HEAT	AIR	SHGT	SOFT	WHGT	E YEAR	DEP	% COMP
A.0	2MFH DW MOB HOME	D	D	C-HEAT	C-AIR	1.00	2,128	1	1984	\$65,452	28%
B.0	112WOOD DECK	D				1.00	24	1	1984	\$201	100%
C.0	112WOOD DECK	D				1.00	24	1	1984	\$201	100%
D.0	112WOOD DECK	D				1.00	24	1	1984	\$201	100%
E.0	112WOOD DECK	D				1.00	30	1	1984	\$251	100%
F.0	132RAMP	D				1.00	120	1	1984	\$1,154	100%
G.0	132RAMP	D				1.00	100	1	1984	\$962	100%
H.0	132RAMP	D				1.00	100	1	1984	\$962	100%
I.0	132RAMP	D				1.00	120	1	1984	\$1,154	100%
A.0	112WOOD DECK	D				1.00	30	1	1984	\$251	100%
Building Replacement Cost New										\$74,988	

PRINT DATE	11/1/2013	LAST SAVED	1/16/2009
BUILDING VALUE SUMMARY			
RPCN			\$74,988
DEP	28%		\$53,992
RC/LND			\$20,997
OBS F/E			\$0
LCF	85%		\$17,847
PARCEL SUMMARY			
TOTAL BLDG VALUE			\$262,375
LAND VALUE			\$144,829
OBLDG VALUE			\$5,600
APPRAISED VALUE			\$412,804
DEFERRED VALUE			\$0
TAXABLE VALUE			\$412,804



A.0	2	SR76U28L76D28.
A.0	112	U28SR5U6L5D6.
B.0	112	SD4R6U4L6.
C.0	112	R35SD4R6U4L6.
D.0	112	R70SD4R6U4L6.
E.0	112	R76U22SR5U6L5D6.
F.0	132	R76U28SR5U24L5D24.
G.0	132	U28R76U19SU5L20D5R20.
H.0	132	U58R5SD5R20U5L20.
I.0	132	U34SR5U24L5D24.

Hyde County, North Carolina
 Tax Administrator, P.O. Box 279, Swan Quarter, NC 27885

ACCOUNT # **10**
 MAP NUMBER **R7 124**



RECORD CARD **2** PIN **13444**

OWNER INFORMATION
HYDE COUNTY

PHYSICAL 911 ADDRESS
33480 US 264 HWY

DBA

LEGAL DESCRIPTION
**LOT & BLDGS
 DAVIS SCHOOL PROPERTY**

NOTES

TOTAL ACRES		RSWS	CSWS	C & D	% INT	HSQFT
8.662	1	0	100%	0%	10,350	

LISTED	REVIEWED	REVISIT	APPEALS
TM 11/17/2008 NR	1/11/2009		

BUILDING INFORMATION			
CONSTRUCTION STYLE	EXEMPT	COND	ROOMS
	Y	A	BDRMS

YR BLT	EFF YR	REM YR	DEP %	DEPOVR	FUN OBS	ECO OBS
1950	1950		16%			

FOUNDATION		ROOF TYPE / MATERIAL		WALL FINISH		FLOOR FINISH		FUEL TYPE	
CONCRETE REINFORCABLE		METAL		UNFINISHED	PAINTD BLK	CONCRETE	TILE	OIL	

BUILDING BUILT INS, BASEMENTS, ATTICS & SUB SECTIONS		NOTES	
TYPE	GRADE	QTY / SIZE	% COMP

BUILDING BUILT INS, BASEMENTS, ATTICS & SUB SECTIONS		NOTES	
TYPE	GRADE	QTY / SIZE	% COMP
Total Built Ins, Plumbing & Fireplaces Value			\$12,000

BUILDING SECTIONS										
SEC#	TYPE	GRADE	EXT FIN	HEAT	AIR	SHGT	SQFT	WHGT	E YEAR	% COMP
A.0	61 TYPICAL OFFICE	C	BRKVR	H/WA/R		1.00	10,350	1	1950	100%

BUILDING VALUE SUMMARY	
RPCN	AMOUNT
RPCN	\$611,808
DEP	\$513,919
RCIND	\$97,889
OBS F/E	\$0
LCF	\$83,206

PARCEL SUMMARY	
VALUE	AMOUNT
TOTAL BLDG VALUE	\$262,375
LAND VALUE	\$144,829
OBLDG VALUE	\$5,600
APPRAISED VALUE	\$412,804
DEFERRED VALUE	\$0
TAXABLE VALUE	\$412,804

90

115 A.61 115
10350 sqFt

90

A.0 61 SR90U115L90D115.

PRINT DATE	LAST SAVED
11/11/2013	1/16/2009

Building Replacement Cost New **\$611,808**



Hyde County, North Carolina
 Tax Administrator, PO Box 279, Swan Quarter, NC 27885

ACCOUNT # 10
 MAP NUMBER R7 124

RECORD CARD 1

OWNER INFORMATION

HYDE COUNTY

PHYSICAL 911 ADDRESS
 33480 US 264 HWY

LEGAL DESCRIPTION
 LOT & BLDGS
 DAVIS SCHOOL PROPERTY

NOTES

DATE	AMOUNT	CODE
1/1/2000	174	104

DATE	TYPE	BOOK	PAGE
1/1/2000	D	174	104

TOTAL ACRES	RSWS	CSWS	C & D	% INT	HSOFT
8.662	1	0	100%	0%	18,200

LISTED	REVIEWED	REVISIT	APPEALS
TM 11/17/2008	NR	1/11/2009	

CONSTRUCTION STYLE	EXEMPT	COND	ROOMS	BDRMS
YRBLT	EFF YR	REM YR	DEP %	FUN OBS
1.950	1.950	1.6%		ECO OBS

FOUNDATION	ROOF TYPE/MATERIAL	WALL FINISH	FLOOR FINISH	FUEL TYPE
CONCRETE REINFRAT	TAR & GRVL	UNFINISHED	CONCRETE	OIL
		PAINTD BLK	TILE	

TYPE	GRADE	NOTES	QTY/SIZE	RPCN	% COMP
BUILDING BUILT INS, BASEMENTS, ATTICS & SUB SECTIONS					
Total Built Ins, Plumbing & Fireplace Value \$29,300					

SEC#	TYPE	GRADE	EXT FIN	HEAT	WHGT	E YEAR	RPCN	DEP	% COMP
A.0	61 TYPICAL OFFICE	C	BRKVR	H/WA/R	1.00	13,950	1	1950	100%
B.0	56 GYMNASIUM	C	BRKVR		1.00	4,250	30	1950	100%

PRINT DATE	LAST SAVED	BUILDING VALUE SUMMARY
11/11/2013	3/14/2011	RPCN \$1,186,190
		DEP 16%
		RCLND \$996,400
		OBS F/E \$189,790
		ICF \$0
		ICF 85%

PARCEL SUMMARY	
TOTAL BLDG VALUE	\$262,375
LAND VALUE	\$144,829
OBLD VALUE	\$5,600
APPRAISED VALUE	\$412,804
DEFERRED VALUE	\$0
TAXABLE VALUE	\$412,804

Building Replacement Cost New **\$1,186,190**

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 4, 2013
Presenter: Kris Noble, Planning & Economic Development Director
Attachment: Yes

ITEM TITLE: Consultant Services Contract for Update of Recreation & Parks Master Plan

SUMMARY: In October, the Planning Department advertised a Request for Qualifications for the update of the Hyde County Recreation & Parks Master Plan. Proposals were received from Albemarle & Associates, Holland Consulting Planners, and Lamm Engineering. At the October meeting of the Hyde Recreation Committee, members scored the three proposals based on technical approach/project schedule, experience of proposed personnel, prior related experience, and quality of the proposal.

The Hyde County Recreation Committee recommends that Hyde County enter into a contract for consultant and planning services with Holland Consulting Planners for the update of the Hyde County Recreation & Parks Master Plan.

RECOMMEND: Approve the Recreation Committee's recommendation to contract with Holland Consulting Planners for the update of the Hyde County Recreation & Parks Master Plan and authorized County Staff to execute a contract with Holland Consulting Planners with prior County Attorney approval.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Hyde County Recreation Committee

Community Transformation Grant/ Recreation & Parks Master Plan Update

Individual Ranking Sheet for Statements of Qualifications

Ranking Date: October 16, 2013

The below numbers represent overall scores from each ranking committee member. The firm realizing the highest overall score was Holland Planners.

Firm Name	Technical Approach/ Project Schedule (25 Possible Points)	Experience of Proposed Personnel (25 Possible Points)	Prior Related Experience (25 Possible Points)	Quality of Proposal (25 Possible Points)	Total Points (100 Possible Points)
-----------	---	---	---	---	--

Albemarle &
Associates

83

Holland
Consulting
Planners

93.8.

Lamm
Engineering
Associates

67.8

Proposal Ranked by: Committee of Stakeholders

Printed Name and Title: Kris Carson Noble

Date: 10/16/13

Posted Date: September 12, 2013

**Request for Qualifications (RFQ)
Recreation & Parks Master Plan Update
Hyde County Government
Office of Planning & Economic Development
Swan Quarter, North Carolina**

KCN

Statements of Qualifications will be received by the County of Hyde, North Carolina, at the Hyde County Government Center, Office of Planning & Economic Development, 30 Oyster Creek Road, PO Box 188, Swan Quarter, NC 27885 no later than October 11, 2013 at 5:00 PM, by Kris Cahoon Noble, Hyde County Planning & Economic Development Director.

The project for which Statements of Qualifications are to be received is being funded by the Centers for Disease Control and Prevention, North Carolina Division of Public Health, Region 9 Community Transformation Grant Project's Strategic Leadership Team, and Region 9's Active Living Action Team and are described below:

The Hyde County Office of Planning & Economic Development in conjunction with the Hyde County Recreation Committee will utilize the Community Transformation Grant to update the Hyde County 2002 Recreation and Parks Master Plan, identifying current opportunities through asset mapping and then setting goals where opportunities are deficient creating healthy and safe physical environments that promote active living. The group plans to focus on Joint Use Agreements for existing physical resources and collaboration with existing entities offering programs identified through the asset mapping process. It is hoped that the Community Transformation Grant could be a seed that helps organize Hyde County's efforts to create opportunities for recreation and active living by revising our 2002 Master Plan in a comprehensive manner that includes health considerations and ultimately transforms our communities into healthier environments.

Scope of services to be provided by the selected firm/individual include at a minimum:

- Facilitative services for the Hyde County Recreation Committee and creation of a Recreational Asset Inventory to be utilized to demonstrate all opportunities for recreation and physical activities including facilities and programs within Hyde County.
- Facilitative services for the Hyde County Recreation Committee and creation of a Needs Assessment that identifies the specific needs for recreational and physical activities across Hyde County.
- Facilitative services for the Hyde County Recreation Committee using the Asset Inventory and Needs Assessment to identify goals and objectives as stated through a comprehensive Parks & Recreation Master Plan that incorporates healthy living components.
- Creation of a comprehensive planning document under the direction of the Hyde County Recreation Committee to utilize in their efforts to achieve the goals and

objectives laid out within the plan to create recreational opportunities and promote existing opportunities.

- Incorporate within the plan promotion of agency/organization involvement in support of joint use/community use of facilities will be utilized to realize more recreational opportunities.
- Incorporate non-motorized and public transportation options for connections to facilities will be identified and promoted.
- A unified vision for Hyde County Parks and Recreation will be created that incorporates healthy living and physical activity within recreational opportunities which will be demonstrated by adoption of the Hyde Board of Commissioners.

Interested firms should submit three (3) printed copies of their Statement of Qualifications and 1 electronic file of the qualifications in PDF format. Statement of Qualifications shall be limited to twenty (20) typed-written pages, 8.5" x 11", utilizing 10-size font or larger. Only covers shall be excluded from the page count. Cover letter shall be included in the page count. Submissions exceeding the page limit shall be disqualified as non-responsive. Statement of Qualifications should include:

- Cover letter summarizing why firm should be selected.
- Information demonstrating firm's capability to undertake and complete the project.
- Similar projects completed by the firm during the past 5 years.
- Resumes of key team members proposed for the project including training, certifications and specific relevant project experience, if any.

Hyde County reserves the right to accept or reject any and all Statements of Qualifications and to enter into any contract deemed to be in the best interest of the County as allowed by N.C.G.S. 143-64.31-34.

Questions concerning this solicitation may be presented to Kris Noble, Hyde County Planning Director by phone at 252-926-4180, Monday through Friday, 8:00 AM – 5:00 PM, or by email at: knoble@hydecountync.gov.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 4, 2013
Presenter: Kris Noble, Planning and Economic Development Director
Attachment: Yes – Piedmont Natural Gas Service Map

ITEM TITLE: Piedmont Natural Gas

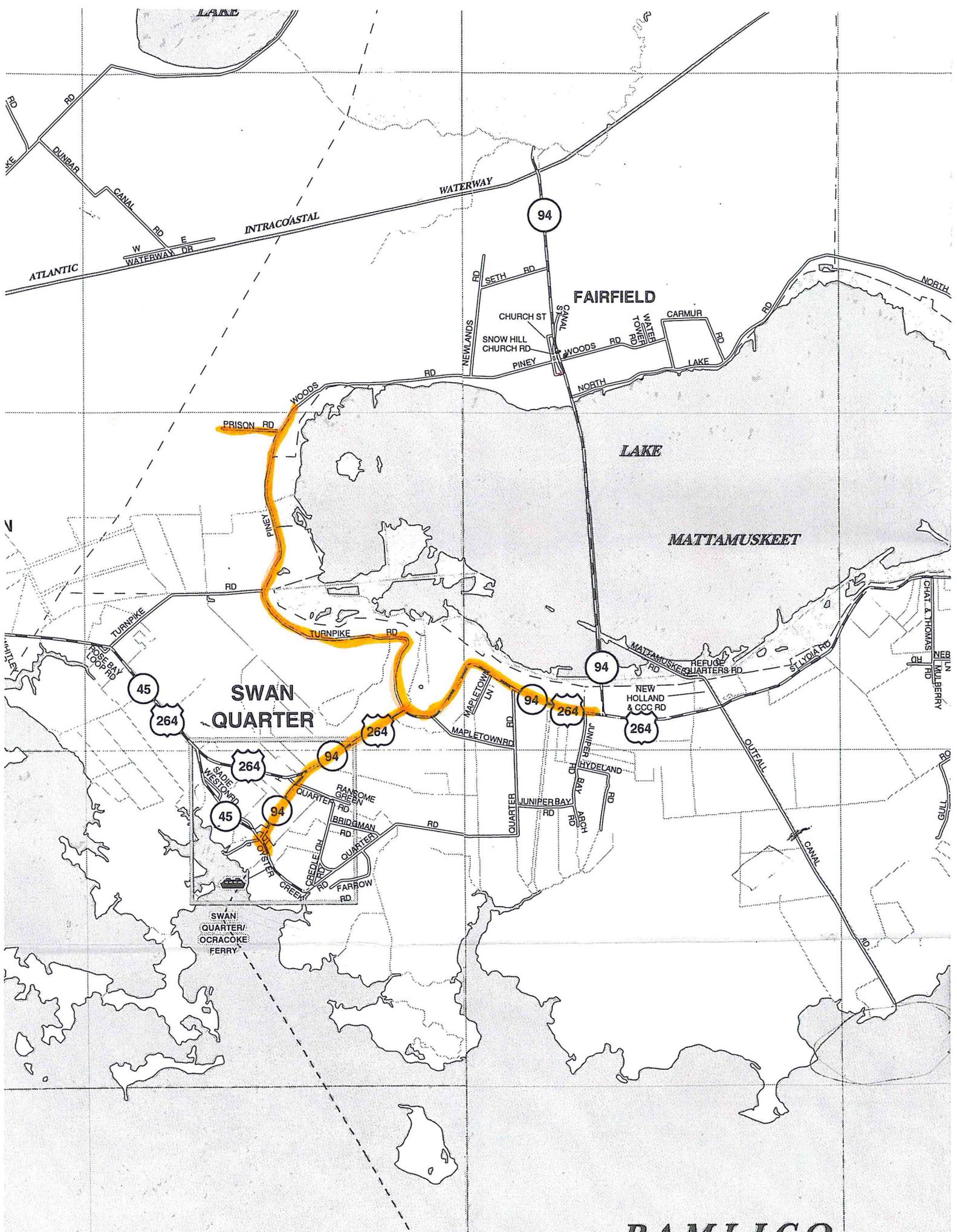
SUMMARY: Commissioner Byrd has requested information on the Service Area of Piedmont Natural Gas.

RECOMMEND: Review service area.

Motion Made By: ___ Barry Swindell
___ Dick Tunnell
___ Anson Byrd
___ John Fletcher
___ Earl Pugh, Jr.

Motion Seconded By: ___ Barry Swindell
___ Dick Tunnell
___ Anson Byrd
___ John Fletcher
___ Earl Pugh, Jr.

Vote: ___ Barry Swindell
___ Dick Tunnell
___ Anson Byrd
___ John Fletcher
___ Earl Pugh, Jr.





B

C

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 4, 2013
Presenter: Kris Noble, Planning and Economic Development Director
Attachment: Yes –
Tower and Ground Space Lease, October 1998
Second Amendment to Tower and Ground Lease

ITEM TITLE: Second Amendment to Tower and Ground Lease

SUMMARY: In October 1998, Hyde County entered into a Tower and Ground Space Lease with United States Cellular Wireless Communications for the communications tower located in Swan Quarter. The initial term of this Lease began on December 1, 1998 until November 30, 2003. This Lease automatically renews and extends for up to three additional terms of five years each.

In June 2013, Hyde County approved the First Amendment to the Tower and Ground Lease to include equipment upgrades valued at approximately \$278,000. However, the amendment that was executed by Hyde County did not provide for any additional renewal terms under the lease, which is currently scheduled to expire on November 30, 2018.

Because of the high cost of the tower modifications, US Cellular wishes to have three additional 5-year renewal terms added to the lease. This would be mutually beneficial since the tower will be brought up to the current Rev G standard for the county, yet US Cellular could be also assured of being able to enjoy use of the site for the long term. In addition, the citizens of Swan Quarter would be assured of continued coverage in the area.

The proposed lease is for more than 9 years, therefore it must be treated the same as a sale of property by the County and the procedure contained in NCGS 160A will be required.

RECOMMEND: Authorize staff to use the provision of 160A-269 “Negotiate Offer, Advertisement and Upset Bids.” Review the Second Amendment to the Tower and Ground Lease. Renew the lease and extend for up to three(3) additional terms of five (5) years each other than the six (6) additional terms of five (5) years that US Cellular is currently requesting pending US Cellular is successful in the procurement process.

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

TOWER AND GROUND SPACE LEASE

This Lease is made and entered into the 23rd day of October 1998, by and between **COUNTY OF HYDE**, a North Carolina political subdivision, Attention: County Manager, Main & Oyster Creek Streets, #14, Swanquarter North Carolina 27885 ("Lessor") and **NORTH CAROLINA RSA #9, INC.**, a North Carolina corporation doing business as *United States Cellular@ Wireless Communications*, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 ("Lessee").

WHEREAS, Lessor owns and maintains a communications tower (the "Tower") located on a parcel of land (the "Site") in or near the town of *Swanquarter*, Hyde County, North Carolina [at coordinates 35 ° 24 ' 49 " North, 76 ° 19 ' 34 " West]; and

WHEREAS, Lessee desires to occupy, and Lessor is willing to provide, attachment locations upon the Tower and ground space at the Site for Lessee's cellular common carrier mobile telephone base station operations;

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Demise of Premises. Lessor hereby lets and demises unto Lessee, and Lessee hereby receives and accepts from Lessor, the following described Premises:

(a) Attachment locations upon the Tower for the placement and affixing of up to three (3) omni-directional cellular radio stick antennas, nine (9) directionalized cellular radio panel-type antennas, and one (1) microwave radio dish antenna, having such further specifications, located at such heights above ground level (AGL), and oriented in such directions as shall be in accordance with Lessee's needs, subject to existing attached devices of other users and the structural limitations of the Tower; and

(b) A parcel of ground space measuring thirteen feet by twenty-one feet, containing two hundred seventy-three (273) square feet, more or less, adjacent to the base of the Tower, for the placement of an outdoor equipment cabinet or base station equipment shelter ("Lessee's Shelter") upon a poured concrete foundation.

2. Privileges. Lessor hereby confers upon Lessee the following described privileges appurtenant to the Premises, which shall be irrevocable for the duration hereof:

(a) To extend and connect lines for signal carriage between Lessee's Shelter and Lessee's antennas upon the Tower, including the privilege to install Lessee's own line bridge supporting structure;

(b) To extend and connect lines for utility services between Lessee's Shelter and suitable utility company service connection points at the Site;

(c) To travel between the Site and the public road over routes which Lessor is entitled to use; and

(d) To traverse common areas of the Site reasonably necessary to accomplish Lessee's purposes as contemplated herein.

3. Use of Premises. Lessee shall be entitled to use the Premises to install, operate, and maintain thereon a cellular common carrier mobile telephone base station, including microwave radio, system networking, station control, and performance monitoring functions. Lessee's use of the Premises shall at all times comply with and conform to all laws and regulations applicable thereto, and shall be subject to Lessor's review and approval regarding Lessee's placement of improvements, method of installation, and all other matters which Lessor deems, in Lessor's reasonable opinion, to affect Lessor's own operations or interests. The cost of installing Lessee's equipment shall be borne exclusively by Lessee. Lessor agrees to exercise the utmost restraint in rescinding its approval once given for any portion of Lessee's installation, and to refrain from requiring Lessee to undertake later modifications to Lessee's base station without sharing the cost thereof.

4. Initial Term. The initial term of this Lease shall commence on December 1, 1998 and shall expire five (5) years thereafter on November 30, 2003.

5. Renewal. This Lease shall automatically renew and extend for up to three (3) additional terms of five (5) years each, as the same shall coincide with, and not exceed, the duration of Lessor's right to keep the Tower at the Site, upon a continuation of all the same provisions hereof, subject to Lessee's unilateral right of termination as set forth next below.

6. Option to Terminate. Lessee shall have the unilateral right to terminate this Lease at any time by giving Lessor written notice of Lessee's exercise of this option and paying Lessor an amount of liquidated damages equal to one-half (1/2) the amount of rent which would otherwise become due for the remaining unexpired portion of the term then present at the time of such notice, at the rate of rent then in effect.

7. Base Rent. Lessee shall pay Base Rent to Lessor in the amount of Six Hundred Fifty Dollars (\$650) per month, which shall be due on the first day of each calendar month.

8. Adjusted Rent. At the commencement of each renewal term hereof, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer

Price Index compared to the same Index as shown for the historical month of December 1998, and Lessee shall pay the amount of rent as so adjusted. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used.

9. Cellular Telephone Hardware. As additional consideration for this Lease, Lessee shall, at Lessee's sole expense, provide Lessor with one (1) "transportable" cellular telephone (also called a "bag" phone or "tote" phone), which upon delivery shall become the Lessor's property without the necessity for any separately documented bill of sale.

10. Cellular Air Time. As additional consideration for this Lease, and throughout the duration hereof, Lessee shall provide Lessor with a cellular customer account free of any monthly access charge PLUS one hundred (100) minutes per month of free cellular air usage time for a single phone line on Lessee's cellular mobile telephone system in Hyde, Pitt, Martin, Washington, Tyrrell, Dare, and Beaufort counties. Lessee shall be entitled to pass through to Lessor all taxes, tolls, long-distance, and "roaming" charges attributable to Lessor's cellular usage activity, and Lessor shall promptly pay the same in full. Any unused air time shall not carry forward to future months and shall not have any cash refund value.

11. Utilities. Lessee shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Lessee's operations.

12. Taxes. Lessee shall be responsible for taxes levied against Lessee's Shelter, if any, and Lessee's base station equipment. Lessor shall be responsible for taxes levied against the Tower, Lessor's transmitter building, and Lessor's broadcasting equipment.

13. Access and Security. Lessee shall have unrestricted access to the Site and Lessee's Shelter at all hours of the day and night, without any requirement of supervision by the Lessor. Lessee's access to the Tower shall be limited to work performed on Lessee's behalf by a qualified tower services contractor hired at Lessee's sole expense.

14. Non-Interference. Lessee's base station shall be installed and operated in a manner which does not cause interference to the operations of any Protected User. "Protected User" shall mean any user of the Site whose claimed protected operations chronologically predate Lessee's accused offending operations. Lessee agrees to immediately cure any such interference or, if such interference cannot immediately be cured, to temporarily reduce power or cease the offending operations, if so demanded by Lessor on the ground of interference, until a cure at full power can be achieved. Lessor covenants to use Lessor's best efforts to protect Lessee from interference caused or potentially caused by subsequent users or changes in use. Lessor and Lessee mutually agree to reasonably cooperate with each other and with third parties to amicably resolve any interference problems which happen to arise.

15. Aviation Hazard Marking. Lessor agrees to solely be responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, notification, and registration requirements of the Federal Communications Commission and the Federal Aviation Administration, and to share proof of such compliance with Lessee as Lessee may reasonably require.

16. Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any loss, damage or injury caused by, or on behalf of, or through the fault of the Lessee, or resulting from Lessee's use of the Premises or its presence at the Site, provided, however, that Lessee shall not be required to hold Lessor harmless against the unwelcome consequences of Lessor's own willful or negligent conduct.

17. Insurance. Lessee shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Lessee's work and operations at the Site. Lessee shall periodically deliver to Lessor a certificate of insurance evidencing the continued existence of said coverage and naming Lessor as an additional insured.

18. Opportunity to Cure Defaults. If Lessor or Lessee fails to comply with any provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. This Section shall not apply in cases of interference, which instead shall require immediate and effective curative action.

19. Lessee's Separate Property. Lessor hereby agrees that all of Lessee's base station equipment, including Lessee's Shelter, if any, and its antennas and lines, is and shall remain Lessee's separate personal property, and that said property shall never be considered fixtures to the real estate. Provided that Lessee is not in default of its obligation to pay rent, Lessee shall at all times be authorized to remove Lessee's property from the Premises, free from any lien of Lessor. Such removal shall be accomplished without damage or disturbance to the property of Lessor or third parties, and in accordance with Lessor's management control of the Site.

20. Assignment of Lessee's Interest. Lessee's interest under this Lease may be freely assigned and delegated in connection with the transfer of Lessee's FCC authorization to operate a cellular mobile telephone base station at the Site. Any other assignment of this Lease by Lessee shall require Lessor's prior written consent, which consent, Lessor agrees, shall not unreasonably be withheld. No delegation shall become effective pursuant to this Section until Lessee notifies Lessor in writing setting forth the name, address, and telephone number of such delegee.

21. Multiple Users. Lessee shall not sublet the Premises or any portion thereof, or permit the Premises to become occupied by multiple users purporting to concurrently hold Lessee's rights and privileges hereunder.

22. Quiet Enjoyment. Lessor covenants that Lessee shall have quiet and peaceable use and enjoyment of the Premises throughout the duration of this Lease, and that Lessor will not intentionally disturb Lessee's possession thereof as long as Lessee is not in default hereunder.

23. Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall remove all of Lessee's property from the Site and surrender the Premises to Lessor in good condition, reasonable wear and tear excepted.

24. Attorney's Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

25. Merger and Modifications. This Lease contains the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced.

26. Notices. All notices required or desired with legal effect to be given under this Lease shall be in writing and sent by certified mail or commercial courier to the party to be served at its address first above shown, or at such other address as such party may previously have advised the other party by notice similarly given.

27. Binding Effect. All of the provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest.

- END OF AGREEMENT -

[SIGNATURE PAGE FOLLOWS NEXT]

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this "Tower and Ground Space Lease" as of the day and year first above written.

LESSOR:

COUNTY OF HYDE, a North Carolina political subdivision

By: Troy Lane Mayo

Troy Lane Mayo
Chairman

Attest

by: Lynda M. Basnight

LESSEE:

NORTH CAROLINA RSA #9, INC., a North Carolina corporation

By: Richard W. Goehring

Richard W. Goehring
Vice President

Attest

by: Mark A. Krohse

Mark A. Krohse
Assistant Secretary

STATE OF NORTH CAROLINA)
)
COUNTY OF Hyde)

I, the undersigned, a notary public in and for the state and county aforesaid, do hereby certify that [name] Deirda M. Bennett personally appeared before me this date and acknowledged that he/she is Clerk of HYDE COUNTY, a North Carolina political subdivision, and that by authority duly given and as the act of the County, the foregoing "Tower and Ground Space Lease" was signed in its name by its Chairman, Troy Lane Mayo, sealed with its official seal, and attested by himself/herself as Clerk.

Witness my hand and notarial seal this 27 day of October, 1998.

Mary D. Subbs
Notary Public
my Commission expires Dec. 27, 2002

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the state and county aforesaid, do hereby certify that Mark A. Krohse personally appeared before me this date and acknowledged that he is Assistant Secretary of NORTH CAROLINA RSA #9, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing "Tower and Ground Space Lease" was signed in its name by its Vice President, Richard W. Goehring, sealed with its corporate seal, and attested by himself/herself as its Secretary.

Witness my hand and notarial seal this 5th day of November, 1998.



David M. Briggs
Notary Public

SECOND AMENDMENT TO TOWER AND GROUND LEASE

This Second Amendment to Tower and Ground Lease ("the Amendment"), made this _____ day of _____, 2013 (the "Effective Date" is entered into by and between, County of Hyde, a North Carolina political subdivision, Attn: County Manager, Main & Oyster Creek Streets, #14, Swan Quarter, North Carolina 27885 ("Lessor") and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, successor in interest to North Carolina RSA #9, Inc., a North Carolina Corporation, Attn: Real Estate, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631 ("Lessee").

WHEREAS, Lessor and Lessee entered into a Tower and Ground Lease Agreement dates October 23, 1998, that Addendum to Tower and Ground Space Lease dated August 5, 2002, and that First Amendment to Tower and Ground Lease dated July 8, 2013 (collectively the "Agreement") whereby Lessee leased certain Premises from Lessor; and

WHEREAS, Lessor and Lessee both desire to amend the Agreement to modify certain terms as set forth in this Amendment, and

WHEREAS, the Lessor and Lessee have agreed to the modifications in the Tower and Ground Lease.

NOW, THEREFORE, for and in consideration of the terms of this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby amend the Tower and Ground Lease as follows:

1. That Paragraph 5 of the Tower and Ground Space Lease is amended to read as follows:

5. Renewal. This Lease shall automatically renew and extend for up to six (6) additional terms of five (5) years each, as the same shall coincide with, and not exceed, the duration of Lessor's right to keep the Tower at the Site, upon a continuation of all the same provisions thereof, subject to Lessee's unilateral right of termination as set forth next below.

2. Except as otherwise provided for in this Amendment, all other provisions of the Tower and Ground Space Lease remain the same and are restated and incorporated herein by reference as if completely set forth.

[END OF AMENDMENT - SIGNATURE PAGE FOLLOWS]

Site Name: Swan Quarter

Site Number: 556419

LESSOR:
County of Hyde, a North Carolina
political subdivision

LESSEE:
USCOC of Greater North Carolina, LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: Chairman

Title: Manager

Date: _____

Date: _____

[NOTARY PAGES FOLLOW]

Site Name: Swan Quarter

Site Number: 556419

STATE OF NORTH CAROLINA

COUNTY OF HYDE

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, _____, known to me to be the same person whose name is subscribed to the foregoing Second Amendment, appeared before me this day in person and acknowledged pursuant to his authority, he signed the said Second Amendment, as his free and voluntary act on behalf of the named Lessor, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2013.

Notary Public

STATE OF ILLINOIS

COUNTY OF _____

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, USCOC of Greater North Carolina, LLC, known to me to be the same person whose name is subscribed to the foregoing Second Amendment, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Second Amendment as his free and voluntary act on behalf of the named Lessee, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2013.

Notary Public

My commission expires _____

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 4, 2013
Presenter: Corrinne Gibbs, Finance Officer
Attachment: No

ITEM TITLE: Outstanding Checks Update

SUMMARY: The Finance Officer will report on the status of the outstanding checks.

RECOMMEND: Discussion.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

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

Meeting Date: November 4, 2013
Presenter: Corrinne Gibbs, Finance Officer
Attachment: No

ITEM TITLE: GovDeals Surplus

SUMMARY: The following items are no longer being used and need to be put on GovDeals for auction:

Item	Starting Bid
555c New Holland Backhoe	\$3,000
40 ft. Covered Transport Trailer	\$300
45 ft. Covered Transport Trailer	\$300
48 ft. Covered Transport Trailer	\$300
30" x 30" Aluminum Manhole Access Door	\$100
36" x 36" Aluminum Manhole Access Door	\$100
Dodge Durango	\$2,000

RECOMMEND: Authorize staff to place these items for sale on GovDeals.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 4, 2013
Presenter: County Manager Bill Rich
Attachment: Yes

ITEM TITLE: Renewal of Lobbying Contract with McClees Consulting

SUMMARY: The contract for ferry toll lobbying services provided to Hyde County in 2013 expires on December 31, 2013 and will need to be renewed for 2014. The new contract will be in the amount of \$15,000. We are hoping that the Ocracoke Occupancy Tax Board will agree to pay \$7,500 of the fee, with Hyde County Government paying the other half.

RECOMMEND: Discussion and Approval.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

STATE OF NORTH CAROLINA
COUNTY OF HYDE

**CONTRACT AND AGREEMENT
FOR SERVICES BY
INDEPENDENT CONTRACTOR**

THIS CONTRACT AND AGREEMENT for services by an independent contractor (herein referred to as the "Contract") is made and entered into this 18 day of January, 2013, by and between HYDE COUNTY, NORTH CAROLINA (herein "Client") and McCLEES CONSULTING, INC. (herein "Consultant").

BACKGROUND

Client is a duly organized county of the State of North Carolina, and having as its principal address: 30 Oyster Creek Road, PO Box 188, Swan Quarter, NC 27885.

Consultant is a corporation, incorporated and operating under the laws of North Carolina, and having as its principal address: 45 White Farm Road, PO Box 430, Oriental, NC 28571.

Client is in need of the expertise and services of Consultant to combat the imposition of tolls on certain ferry services, the use of which services is essential to Hyde County residents. Consultant has experience in lobbying, is familiar with the goals of Client, and has skills, knowledge, abilities, and experience to benefit Client.

The parties desire to enter into this lobbying agreement.

THEREFORE, in consideration of the premises and of the agreements, stipulations, and covenants herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Consultation.**

(a) Client hereby engages Consultant to render lobbying services on the issue of proposed ferry tolls and such other economic development and lobbying issues as may be directed by Client; and, Consultant agrees to provide such services upon the terms and conditions of this Contract.

(b) Consultant is being retained because of the personal skills, expertise, and experience of Joseph D. McClees and S. Henri McClees. All services to be performed under this Contract shall be performed personally by Joseph D. McClees with the assistance of S. Henri McClees, Attorney at Law.

(c) Consultant shall report to the Hyde County Manager and the Hyde County Chairman of the Board of Commissioners.

2. **Term.** The term of the Contract shall begin on the first day of January, 2013 and shall continue through December 31, 2013.

3. **Consulting Fees.**

(a) The fee to be paid to Consultant is the sum of Ten Thousand Dollars (\$10,000.00) for services during the calendar year 2013.

(b) The annual fee for 2013 shall be paid within thirty (30) days after the execution of this Contract. In any event, the fee shall be paid in full on or before the 8th day of January 2013.

(c) Consultant shall receive no reimbursement for costs or expenses incurred; PROVIDED, HOWEVER, Client shall pay for lobbyists and principal registration fees to be paid to the NC Office of the Secretary of State. These fees totaling Three Hundred Dollars (\$300.00) are payable at the time of the execution of this Contract, and in any event on or before the 8th day of January, 2013.

4. **Independent Contractor**. The parties agree the relationship of Consultant with Client is that of independent contractor. Except as provided herein, neither party shall exercise any control over the activities and operations of the other. Neither Client nor Consultant is liable or responsible for the acts, omissions, or defaults of the other in any manner. Joseph D. McClees and S. Henri McClees shall not be considered,

under the provisions of this Contract or otherwise, to be employees of Client for any purpose whatsoever.

5. Applicable Law. The laws of North Carolina shall govern this Contract.

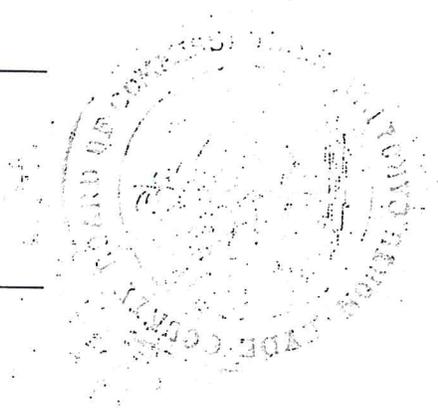
6. Entire Agreement; Amendment. This Contract supersedes all prior understandings and agreements and informal working arrangements between the parties, written and oral. This Contract may not be amended orally, but only by a writing duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract the day and year first written above.

COUNTY OF HYDE NORTH CAROLINA

By Barry Swindell
Barry Swindell
Chairman of the Board
Hyde County Commissioners

Attest:
Lois Stotesberry
Officer
(SEAL)



McCLEES CONSULTING, INC.

By _____
Joseph D. McClees, President

Attest:

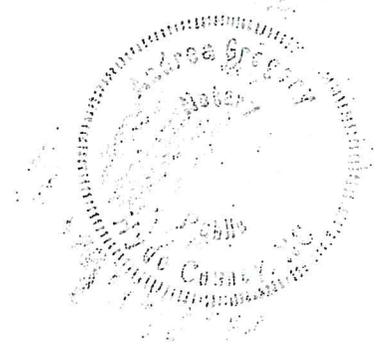
S. Henri McClees, Secretary
(CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, Andrea Gregory, a Notary Public in and for the said County and State, do hereby certify that BARRY SWINDELL, personally known to me, appeared before me as the duly authorized officer and agent of Hyde County, NC on this date and acknowledged the execution of the foregoing contract.

WITNESS my hand and notarial seal this the 18 day of January, 2013.

Andrea Gregory
Notary Public



My commission expires:
June 15, 2013

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the said County and State, do hereby certify that JOSEPH D. McCLEES, President and S. HENRI MCCLEES, Secretary of McClees Consulting, Inc., respectively, both known to me, each appeared before me this date and acknowledged the due execution of the foregoing contract.

WITNESS my hand and notarial seal this the ____ day of _____, 2013.

Notary Public

My commission expires:

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

Meeting Date: November 4, 2013
Presenter: Manager Bill Rich
Attachment: Yes

ITEM TITLE: Interim Director of Hyde County DSS

SUMMARY: Due to Ms. Gloria Spencer's medical leave, the Hyde County Social Services Board has appointed Suzanne Johnson as Interim Director of Hyde County DSS during Ms. Spencer's absence. Ms. Johnson will be working at the direction of Ms. Spencer.

RECOMMEND: Discussion and approval of the Social Services Board's appointment of Suzanne Johnson as Interim Director of Hyde County DSS.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.



HYDE COUNTY
Department of Social Services

POST OFFICE BOX 220
SWAN QUARTER, NC 27885

GLORIA C. SPENCER
DIRECTOR

TELEPHONE
252-926-4199

October 28, 2013

Mr. Bill Rich
Hyde County Manger
P. O. Box 188
Swan Quarter, NC 27885

Dear Mr. Rich:

Effective November 1, 2013 the Hyde County Social Services Board appoint Suzanne Johnson as interim Director of Hyde County DSS with the guidance of Gloria Spencer for appropriately 3 month while she is on medical leave. It will cost appropriately \$2,400 which is in DSS salary line.

Your assistance with this matter will be greatly appreciated.

Sincerely,

Virginia D. Spencer

Virginia Spencer
Social Services Board Chairman

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

Meeting Date: November 4, 2013
Presenter: Chairman Swindell
Attachment: Yes

ITEM TITLE: BUDGET MATTERS

SUMMARY: The following budget revisions need Board Approval:

BR 07-14 Health – Healthy Communities
BR 08-14 Health – General Health
BR 09-14 Health – Triple P Program

RECOMMEND: Discuss and approve.

Motion Made By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Motion Seconded By: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

Vote: Barry Swindell
 Dick Tunnell
 Anson Byrd
 John Fletcher
 Earl Pugh, Jr.

HYDE COUNTY BOARD OF COMMISSIONERS
2013/2014 BUDGET REVISIONS

MEETING DATE 11/4/2013					
(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	"+" EXP BUDGET "- REV BUDGET	"- EXP BUDGET "+ REV BUDGET
				DEBIT	CREDIT
07-14	Healthy Communities	10-5830.4502	Community Health Assessment	\$ 2,500.00	
		10-3482.0006	Revenue - Outer Banks Hospital		\$ 2,500.00
				\$ 2,500.00	\$ 2,500.00
			<p style="text-align: center;">Hyde County Health Department will be collaborating with Vidant Pungo Hospital and the Outer Banks Hospital on completing the 2014 Hyde County Community Health Assessment (CHA). To assist with funding this joint collaborative, the Outer Banks Hospital has contributed \$2,500.00 to cover secondary data collection and write-up from Shelia Pfaender, Public Health Consultant. This budget revision DOES increase the budget for Healthy Communities.</p>		

REQUESTED _____ DATE _____

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

ENTERED LEDGER/DATE _____

INVOICE



Hyde County Health Department

From the Lodge to the Lighthouse We're striving for a healthier Hyde

PO Box 100
Swan Quarter, NC
Phone 252-926-4399 Fax 252-926-0021

INVOICE #08.7.13.01
DATE: 08-07-13

To: *The Outer Banks Hospital*
Community Outreach
4800 S. Croatan Highway
Nags Head, NC 27959
Office: 252-449-4516
Fax: 252-441-858

FOR:
2014 Hyde County Community Health Assessment

DESCRIPTION	AMOUNT
Secondary Data Write up from Shelia Pfaender, Public Health Consultant identified deliverables w/peer county(feedback on draft timeline, local secondary data, health stats-morbidity, mortality, birth, socioeconomic factors, educational factors, environmental factors) summary power point	\$2500.00
TOTAL	\$2500.00

Make all checks payable to Hyde County Health Department

Payment is due within 30 days.

If you have any questions concerning this invoice, contact Annette Swindell, 252-926-4397

Thank you for your business!

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Late Charge	Paid Amount
08.7.13.01	08/01/2013	00011202	2,500.00	0.00	0.00	2,500.00

Check Number	Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount	Total Check Amount
1060120	09/06/2013	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00***

Detach at Perforation Before Depositing Check For inquiries, Please call (252) 847-4478
 REMOVE DOCUMENT ALONG THIS PERFORATION

THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND, A VOID PANTOGRAPH AND MICROPRINTING IN THE BORDER. THE REVERSE SIDE CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW.



VIDANT HEALTH

FIRST CITIZENS BANK & TRUST
 GREENVILLE, NC 27834
 66-30/531
 Void after 180 Days

Check Date	Number
09/06/2013	1060120

PAY ****TWO THOUSAND FIVE HUNDRED AND XX / 100 DOLLAR**** Pay Amount
\$2,500.00***

Pay To The Order Of **COUNTY OF HYDE
HEALTH DEPARTMENT
PO BOX 100
SWAN QUARTER, NC 27885**

David C. Herman, MD

⑈ 1060120⑈ ⑆053100300⑆ 007210097463⑈

**HYDE COUNTY BOARD OF COMMISSIONERS
2013/2014 BUDGET REVISIONS**

MEETING DATE 11/4/2013					
(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	"+" EXP BUDGET	"-" EXP BUDGET
				"-" REV BUDGET	"+" REV BUDGET
				DEBIT	CREDIT
08-14	General Health	10-5900.4517	Contract Patagonia Health	\$ 17,530.00	
		10-3481.0051	Revenue - Medicaid Escrow		\$ 17,530.00
				\$ 17,530.00	\$ 17,530.00
<p>Per the Affordable Care Act, all healthcare providers who participate in Medicare and/or Medicaid programs are required to transition to an Electronic Medical Record (EMR) system by 2016, or be subject to penalties on claims submitted after that date if they do not transition. Financial incentives are available to assist Medicare and/or Medicaid providers with the expense to transition to an EMR system. Since more than 30% of the clients Hyde County Health Department serve are Medicaid, we are eligible to receive incentives in the amount of \$63,750 over a 6 year period of time. This budget revision reflects the cost to contract with Patagonia Health, Inc. for initial setup of an EMR system, including monthly subscription fees, through June 30, 2014. While this revision will increase the budget for General Health, Medicaid Escrow funds will be used to cover these costs, with the expectation that Medicaid incentives will more than cover the costs (see attached).</p>					

REQUESTED *Wesley Smith* DATE 10-15-13

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

ENTERED LEDGER/DATE _____



Hyde County Public Health

Federal EMR Incentive and Cash Flow Calculator

Ver 2.0 12 Oct 13 with 1 CMS Eligible Professional.

1. Assumes total 10 users including 1 CMS EMR incentive eligible provider.
2. Includes unique LHD "Dashboard App" (2 users): accessible anywhere, anytime on any device (smart phone, tablets, computers etc.)
3. Includes LHD "Pharmacy App".
4. Includes contractually written: Guaranteed all existing HIS equivalent, NC specific LHD, functionality. (Includes items like CNDs, Debt set off, NC specific/state lab compliant labels, Declaration of Income (including electronic signature), County customization of Declaration of Income, roster/company billing, public health confidentiality management, site/county/district codes/tracking, cash posting for public health, extensive public health reports, patient county capture, and much more.)
5. Includes contractually written: Guaranteed all NC State mandated clinical functionality and approved by appropriate state consultants. (Examples: includes state mandated Bright Futures, Maternal Health, BCCCP, MINT, WISEWOMAN, Refugee Health, TB etc. Also Includes NC State consultants approved Child Health Forms, NC State consultants approved Lab/CIA compliant lab forms/results and much more).
6. Includes contractually written: All NC State required, HIS Batch reporting.
7. Includes 120+ enhancements (to software product code) based on feedback and learnings from daily use by 16 health departments. Includes monthly NC public health enhancement software releases.
8. Includes software upgrade to Meaningful Use MU Stage 2 (2014) and MU Stage 3 (estimated 2016) at no extra cost.
9. Includes 6 days of on site training.
10. Includes free user group sessions to share advanced tips and best practices. Eight unique one day sessions being held for your users to join.
11. Includes unique CMS Incentive Assistance Service.
12. Optional one electronic fax included.
13. Optional advanced "Communicator App", "GIS Health Mapping App" and "School Health App" available at additional cost.

Total Number of Users	10
Number of Incentives Eligible Providers EP (Medical)	1
Number of Incentives Eligible Providers EP (Dentists)	0

Payments to Patagonia Health (Refer to Sales Agreement for details. Price valid if contract executed within 90 days.)	
First Year Initial Set Up (Implementation/training)	\$ 12,690
Monthly Subscription Fees (Note 1)	\$ 605

Annual Cash Flow	1st Year	2nd Year	3rd Year	4th Year	5th Year	Total 5 Years
CMS EMR Incentives (Note 2, 3, 4)	\$ 21,250	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 55,250
EMR Incentive/Eligible Provider	\$ 21,250	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 55,250
EMR Incentive Payment to Business (for EMR Incentive Payment to Business (for Total EMR Incentives Each Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payments to Patagonia Health	\$ 21,250	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 55,250
Net Cash Flow to Organization	\$ 19,950	\$ 7,623	\$ 8,004	\$ 8,244	\$ 8,492	\$ 52,313
	\$ 1,300	\$ 877	\$ 496	\$ 256	\$ 8	\$ 2,937

Note 1: Patagonia Health monthly subscription fees goes up by 5% at 1st and 2nd annual anniversary and then at either US CPI rate or 3% whichever is greater.

Note 2: CMS has been paying, on average, EMR incentives in approx. 4 months from application. EMR incentives go on for 6 years. Sixth year at same rate as 5th year. To be eligible for Medicaid incentives, one needs to start the installation process and have valid signed agreement for a federally certified EMR.

Note 3: An eligible Dentist can qualify and claim for EMR incentives via Patagonia Health EHR for first year only. This incentive is available irrespective of which (if any dental software) is being used at the organization. The dentist needs to be a registered user in Patagonia Health.

Note 4: Patagonia Health Inc. provides a unique Incentive Assistance Service to help customers register and attest for the CMS incentives.

**HYDE COUNTY BOARD OF COMMISSIONERS
2013/2014 BUDGET REVISIONS**

MEETING DATE 11/4/2013					
(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	"+" EXP BUDGET	"- " EXP BUDGET
				"- " REV BUDGET	"+" REV BUDGET
				DEBIT	CREDIT
09-14	Triple P Program	10-5831.0200	Salaries	\$ 39,700.00	
		10-5831.0500	Fica Tax Expense	\$ 3,037.00	
		10-5831.0600	Group Insurance Expense	\$ 5,114.00	
		10-5831.0700	Retirement Expense	\$ 2,807.00	
		10-5831.1100	Telephone Expense	\$ 600.00	
		10-5831.1101	Cell Phone Expense	\$ 600.00	
		10-5831.1200	Postage	\$ 750.00	
		10-5831.1400	Travel	\$ 5,700.00	
		10-5831.2600	Advertising	\$ 1,500.00	
		10-5831.3200	Office Supplies	\$ 500.00	
		10-5831.3300	Department Supplies	\$ 1,000.00	
		10-5831.7400	Equipment	\$ 2,750.00	
		10-5831.9800	Training	\$ 29,927.00	
		10-3480.0053	Revenue - Triple P (State)		\$ 93,985.00
				\$ 93,985.00	\$ 93,985.00
			Hyde County will be collaborating with Beaufort County on Triple P, with Hyde County Health Department (HCHD) acting as the Fiscal Agent for the collaborative. As the Fiscal Agent, HCHD will be responsible for hiring one (1) Full Time Equivalent (FTE) Triple P Coordinator that will oversee implementation of the program in Beaufort & Hyde Counties, and will receive funding to cover the salary, fringe and operating overhead for this program. There is no local match required from the County of Hyde, and the funding will continue until December 31, 2015 and possibly into 2016 if there are funds remaining at the end of 2015. This revision establishes the budget for the Triple P Program under the Health Department. While this revision does increase the budget for the Health Department, there will be no expense locally to the County of Hyde.		

REQUESTED _____ DATE _____

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

ENTERED LEDGER/DATE _____

Division of Public Health

Agreement Addendum

FY 13-14

Hyde County Health Department
Local Health Department Legal Name

Women's and Children's Health Section
 Children and Youth Branch
DPH Section/Branch Name

876 - Triple P (Positive Parenting Program)
Activity Number and Description

Marshall Tyson (919) 707-5640
 Marshall.Tyson@dhhs.nc.gov
DPH Program Contact Name, Telephone Number (with area code) and Email

10/01/2013 – 05/31/2014
Service Period

DPH Program Signature _____ **Date** _____
 (only required for negotiable agreement addendum)

11/01/2013 – 06/30/2014
Payment Period

- Original Agreement Addendum**
 Agreement Addendum Revision # _____ (Please do not put the Aid to County BE revision # here.)

I. Background:

The Children and Youth Branch in the Women's and Children's Health Section of the Division of Public Health develops, implements, promotes, and monitors programs and services that are consistent with Title V goals to protect and enhance the health and well-being of children and their families. There is a strong emphasis on preventive health services. The Branch primarily focuses on ensuring health services for children, including the following: parenting education, nutrition, well child care, school health, genetic services, newborn screening, child care health consultation, developmental screening, early intervention, transition, linkages with medical homes, screening and treatment clinics, resource lines, Health Check/NC Health Choice, and children/youth/families with special health care needs. These services are provided to reduce infant and childhood mortality and morbidity.

Positive Parenting Program (Triple P) is an internationally acclaimed multi-tiered system of evidence based parenting interventions (education and support for parents and caregivers of children and adolescents) that has the following overarching goals:

- To promote the independence and health of families through the enhancement of parents' knowledge, skills, confidence, and self-sufficiency;
- To promote the development of non-violent, protective, and nurturing environments for children;
- To promote the development, growth, health, and social competence of young children; and
- To reduce the incidence of child maltreatment and behavioral/emotional problems in childhood and adolescence.

 Health Director Signature (use blue ink) _____ Date _____

Local Health Department to complete: (If follow up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____
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Signature on this page signifies you have read and accepted all pages of this document.

Triple P benefits children, parents and families, health care providers, improves public health outcomes and provides cost savings. When implemented as a public health approach, Triple P positively impacts key child welfare indicators. The CDC-funded US Population Trial in 2008 demonstrated reductions in the following annual outcomes (standardized to 100,000 children):

- 240 fewer out-of-home placements
- 60 fewer hospitalizations/ED visits for child maltreatment injuries
- 688 fewer substantiated child abuse cases.

II. Purpose:

To implement the evidence-based parenting education and support program known as Triple P (Positive Parenting Program) with model fidelity that will result in a reduction of out-of-home placements, hospitalizations and emergency department visits for child maltreatment injuries, and substantiated child abuse cases.

III. Scope of Work and Deliverables:

The Local Health Department shall, for 3,706 children from birth to five years of age in the counties of Hyde and Beaufort, implement and/or subcontract for the implementation of Triple P with the following criteria:

- A. Implement all five levels of Triple P based on guidance from Triple P-America and the Division of Public Health.
 1. Level one – present a media-based parent information campaign
 2. Level two – provide specific advice to parents on solving common child developmental issues and minor behavioral problems
 3. Level three – provide brief programs (60 minutes over four sessions) combining advice with rehearsal and self-evaluation as required to teach parents to manage discrete child problem behaviors
 4. Level four – provide a broad focus program (about 10 hours over 8 to 10 sessions) for parents requiring intensive training in positive parenting skills, generalization enhancement strategies and application of parenting skills to a range of target behaviors
 5. Level five – provide intensive individually tailored programs (up to 11 sessions) for families with child behavior problems and family dysfunction. Program modules include practice sessions, mood management strategies, stress coping skills, partner support skills, attribution retraining and anger management.
- B. Adhere to standards set by Triple P-America to assure that the project is implemented with model fidelity.
- C. Collect and provide to the State and to Triple P-America all data as required to document delivery of services and outcomes as specified below.
- D. Maintain the following Triple P infrastructure:
 1. Hire a 1.0 FTE local Triple P Coordinator. This person will provide primary leadership for the Triple P project and will work closely with the State Triple P Coordinator and the NorthEast Triple P Coordinator. This person will also fully participate in the North Carolina Triple P State Learning Collaborative. **Until a local Triple P Coordinator is hired, the Local Health Department or the subcontractor shall appoint a Triple P contact that will provide interim leadership and participate in North Carolina Triple P State Learning Collaborative activities.**
 2. Develop and begin the execution of an implementation plan for the project period of October 2013- December 2015 with guidance from the Division of Public Health and Triple P-America

which includes: (a) a training schedule for providers in child-serving agencies in the five Triple P levels; (b) identification of the target population in the county; (c) community education and media strategies; (d) a project budget; and (e) written evaluation and sustainability plans beyond the two year funding cycle. The implementation plan should be submitted to the Division of Public Health by January 31, 2014.

3. Convene and maintain a local coordinating council, including, but not limited to agencies such as the local DSS, LME, CABAs, Smart Start, child care centers, LEA, local Parent-Teacher Association, local physicians, Head Start/Early Head Start, judicial officials such as judges and any other collaborating partners, healthcare providers, parents, and other child serving agencies. The local coordinating council will meet at least quarterly, advocate for the implementation of Triple P in the county and support strategies for sustainability. This may be an existing group for child health services.
 4. Develop, maintain and update, as needed, a Memorandum of Agreement that local agencies will sign to demonstrate support for the local Triple P efforts.
 5. Participate in the North Carolina Triple P State Learning Collaborative that will (a) share best practices, (b) determine cost effective strategies for addressing social marketing, and (c) develop a statewide data reporting and evaluation plan.
 6. Enter into an agreement with Triple P America for technical assistance, include paying the required fee to cover technical assistance.
- E. The Local Health Department shall notify the State Triple P Implementation Specialist which work is being subcontracted for the Triple P implementation. All work subcontracted shall be subject to all conditions of this Agreement Addendum. The Local Health Department shall be responsible for the performance of all of its subcontractors.

IV. Performance Measures/Reporting Requirements:

- A. The Local Health Department shall adhere to one or more of the following performance measures:
 1. Reduction in out of home placements from those reported in Y2011.
 2. Reduction in hospitalizations/ER visits for child maltreatment injuries from those reported in Y2011.
 3. Reduction in substantiated child abuse cases from those reported in Y2011.
- B. The Local Health Department shall adhere to the following reporting requirement:
 1. Submit data as required by the State and model developer (Triple P-America) that documents, at a minimum, the following:
 - a. Process measures will include the number of clients served, number of education programs held and participants trained, the number of providers trained, the number of media events and other frequency data pertinent to the levels of Triple P implemented. In addition, pre- and post-testing of educational programs will be evaluated to assure successful training efforts.
 - b. Positive impact on county level indicators such as a reduction in numbers of out-of-home placements, hospitalizations/ER visits for child maltreatment injuries, and substantiated child abuse cases. Specific outcomes must be represented in the implementation plan to be defined during the six-month planning phase.
 - c. Clinical outcomes of the families served.

V. Performance Monitoring and Quality Assurance:

- A. This Agreement Addendum will be monitored according to the following plan:

1. Deliverables shall be monitored by site visits and required reports. The Local Health Department agrees to participate in periodic site visits as needed (with a minimum of one per year) as determined by the Program Manager. If the Local Health Department is deemed out of compliance, program staff shall provide technical assistance, and funds may be withheld until the Local Health Department is in compliance with deliverables. If technical assistance does not prove beneficial, the Agreement Addendum may then be terminated.
- B. The Local Health Department shall adhere to the following quality assurance measures:
 1. Services must demonstrate model fidelity pursuant to Triple P requirements, detailed in the "Triple P Implementation Manual."
 2. Services must be provided in a culturally appropriate manner.

VI. Funding Guidelines or Restrictions: (if applicable)

- A. Funding can only be used to support the implementation of Triple P (Positive Parenting Program). The Local Health Department is expected to be the fiscal agent for the project, and may subcontract out any or all of the project to another agency within the cluster of counties served.
- B. Funding may be adjusted up or down, based on funding level needed to implement the implementation plan, and based on funding availability.

Allocation Page
For Fiscal Year:13/14
Estimate Number: 2

Waiting for Budget Super Approval

		876 1271 5021 00 Payment Period 07/01-06/30 Service Period 06/01-05/31	876 1271 5021 AP Payment Period 07/01-06/30 Service Period 06/01-05/31	876 1271 5021 AP Payment Period 11/01-06/30 Service Period 10/01-05/31	876 1271 5021 AP Payment Period 07/01-06/30 Service Period 06/01-05/31	876 1271 5021 AP Payment Period 11/01-06/30 Service Period 10/01-05/31	876 1273 17B2 1R Payment Period 11/01-01/31 Service Period 10/01-12/31	876 1273 17C2 1R Payment Period 02/01-05/30 Service Period 01/01-05/31	876 1332 63D1 00 Payment Period 07/01-06/30 Service Period 06/01-05/31	Proposed Total	New Total
01 ALAMANCE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D1 ALBEMARLE REG	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,629.00	\$31,481.00	\$0.00	\$64,110.00	\$260,739.00
02 ALEXANDER		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04 ANSON		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D2 APPALACHIAN		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
07 BEAUFORT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$325,581.00
09 BLADEN		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10 BRUNSWICK		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11 BUNCOMBE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196,629.00
12 BURKE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13 CABARRUS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14 CALDWELL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$325,581.00
15 CARTERET		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17 CASWELL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18 CATAWBA		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19 CHATHAM		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20 CHEROKEE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22 CLAY		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23 CLEVELAND		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24 COLUMBUS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25 CRAVEN		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26 CUMBERLAND		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28 DARE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29 DAVIDSON		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30 DAVIE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31 DUPLIN		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32 DURHAM		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33 EDGEcombe		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$246,786.00
34 FORSYTH		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35 FRANKLIN		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36 GASTON		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38 GRAHAM		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D3 GRAN-VANCE	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57,305.00	\$55,289.00	\$0.00	\$112,594.00	\$112,594.00
40 GREENE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41 GUILFORD		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
42 HALIFAX	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,235.00	\$67,763.00	\$0.00	\$137,998.00	\$137,998.00
43 HARNETT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
44 HAYWOOD		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
45 HENDERSON		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
46 HERTFORD		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
47 HOKE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
48 HYDE	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,834.00	\$46,151.00	\$0.00	\$93,985.00	\$93,985.00
49 IREDELL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50 JACKSON		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51 JOHNSTON		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
52 JONES		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
53 LEE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
54 LENOIR	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,515.00	\$67,069.00	\$0.00	\$136,584.00	\$136,584.00
55 LINCOLN		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
56 MACON		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
57 MADISON		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D4 MAR-TYR-WASH	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,164.00	\$30,067.00	\$0.00	\$61,231.00	\$61,231.00
60 MECKLENBURG		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$147,472.00
62 MONTGOMERY		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
63 MOORE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64 NASH	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,991.00	\$84,895.00	\$0.00	\$172,886.00	\$320,358.00
65 NEW HANOVER		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
66 NORTHAMPTON		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
67 ONSLOW		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
68 ORANGE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
69 PAMLICO		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
71 PENDER		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73 PERSON		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74 PITT	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,836.00	\$96,325.00	\$0.00	\$196,161.00	\$196,161.00
76 RANDOLPH		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

77 RICHMOND			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
78 ROBESON			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
79 ROCKINGHAM			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80 ROWAN			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
85 R-P-M			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
82 SAMPSON			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
83 SCOTLAND			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
84 STANLY			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
85 STOKES			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
86 SURRY			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
87 SWAIN			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
86 TOE RIVER			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
88 TRANSYLVANIA			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
89 UNION			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
92 WAKE			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
93 WARREN			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96 WAYNE			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
97 WILKES			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
98 WILSON			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
99 WADKIN			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$486,508.00	\$479,048.00	\$0.00	\$975,549.00	\$2,886,200.00

Signature and Date - DPH Program Administrator

Carol Santoro

10-3-13

Signature and Date- DPH Section Chief

Peter Andre

10/3/13

Signature and Date- DPH Contracts Office

D. Smith

10/3/13

Signature and Date - Division of Public Health Budget Officer

Kathy Bleckley

10/3/13

*JK
10/3/13*

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 4, 2013
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: ___ Barry Swindell
(Enter) ___ Dick Tunnell
 ___ Anson Byrd
 ___ John Fletcher
 ___ Earl Pugh, Jr.

Motion Seconded By: ___ Barry Swindell
 ___ Dick Tunnell
 ___ Anson Byrd
 ___ John Fletcher
 ___ Earl Pugh, Jr.

Vote: ___ Barry Swindell
 ___ Dick Tunnell
 ___ Anson Byrd
 ___ John Fletcher
 ___ Earl Pugh, Jr.

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

Meeting Date: November 4 , 2013
Presenter: Chairman, Vice-Chair, Commissioners and 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 the following various projects and other administrative matters.

- 1) Silver Lake Mooring Field
- 2) Meeting with Secretary of Commerce, Sharon Decker
- 3) NC DOT/Ferries – Meeting with Malcolm Fearing & Jed Dixon
- 4) FEMA Update
- 5) Golden LEAF Grant Application
- 6) Lake Mattamuskeet National Wildlife Refuge
- 7) Albemarle Commission At-Large Appointment

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

Motion Made By: ___ Barry Swindell
___ Dick Tunnell
___ Anson Byrd
___ John Fletcher
___ Earl Pugh, Jr.

Motion Seconded By: ___ Barry Swindell
___ Dick Tunnell
___ Anson Byrd
___ John Fletcher
___ Earl Pugh, Jr.

Vote: ___ Barry Swindell
___ Dick Tunnell
___ Anson Byrd
___ John Fletcher
___ Earl Pugh, Jr.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 4, 2013
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: November 4, 2013
Attachments: Yes

ITEM TITLE: SUPPLEMENTAL INFORMATION

Department Reports

- 1) Human Resources
- 2) Senior Center
- 3) Animal Control
- 4) Health
- 5) Tax (Signature Required)
- 6) Soil & Water
- 7) Utilities
- 8) Finance
- 9) Elections/Veterans Services
- 10) Airport

Informational Items

- 1) Memo from Gloria Spencer, Director of Hyde County Dept. of Social Services
- 2) Invitation to 3rd Annual Hyde County Hotline Gala
- 3) Letter to David Spurgeon Regarding Collection of Delinquent County Property Taxes
- 4) Overview of DSS Programs: Protective Services for Adults & NC Tracks

Department Reports

HR Department Report – October 2013:

- Verified information for vacation/sick leave for employees
- Completed monthly payroll
- Assisted County Manager by answering County's main telephone line in absence of the County Clerk/Executive Assistant
- Assisted the Elections Director by giving various information in hiring a new assistant
- Completed the Quarterly 941 & NC-5Q Reports
- Compiled information for the Workers Comp Audit
- Complied information for the County's Annual Audit
- Completed the NC Division of Employment Security quarterly report
- Daily Tasks - Assisted employees as necessary concerning hours worked, salary, insurance, benefits, retirement, etc.
- Processed two new FMLA Claims
- Coordinated Prudential's Retirement Education Manager's visit with County Employees

MATTAMUSKEET SENIOR CENTER

Manager's Monthly Report

September, 2013

Participants on Meals-On-Wheels	Swan Quarter	Fairfield	Engelhard	Mattamuskeet Village	Total
	7	6	11	5	29
Total Meals-on-Wheels Served	552				
Congregate Meals Served	302				
Participants served for Congregate	23				
Attendance to center for activities, (crafts, exercise, meals, meetings, etc.)	365				

Attendance does not include: Dance Class, Girls Scouts, Boy Scouts weekly meetings,

**Hyde County Health Department
Animal Control Report
September 2013**

Total **Documented** Calls/Requests for Assistance - **2**

Breakdown of Calls by Type:

- Bite – 2
- Vicious/Dangerous – 0
- Rabies – 0

Detail of Calls by Type:

- **Bite (2)**
 - Received call from Ocracoke about bite on foot while attempting to capture feral cat so it could be spayed; cat was transferred to visiting Veterinarian on the island, who euthanized cat; victim contacted Hyde County Health Department; Health Department EH employee already on island, so head was decapitated for shipment to State Lab for rabies testing; per test, determined to be negative for rabies; victim of bite treated at Ocracoke Health Clinic
 - Victim of dog bite was treated at Hyde County Health Department; while visiting friend in the Scranton community, friend's two (2) dogs charged him one of the dogs bit him on his right leg/calf; Hyde County Animal Control Officer II dispatched to pick up dog and return to Hyde County Animal Shelter for 10-day quarantine; if owner does not reclaim dog, it will be put up for adoption or euthanized
- **Vicious/Dangerous (0)**
- **Rabies (0):**

Report Compiled and Authorized by:

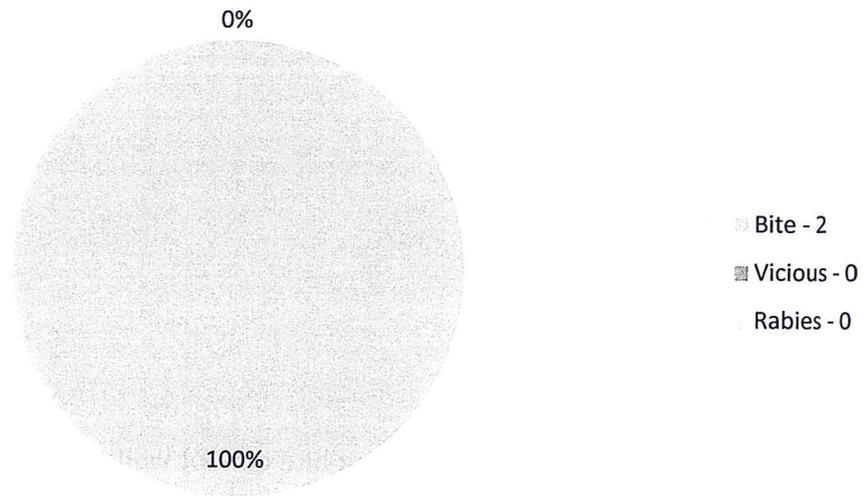
Wesley P. Smith

October 14, 2013

Wesley P. Smith, Health Director

Date

Animal Control Incidents - September 2013



**Hyde County Health Department
Fiscal Year 2013-2014
Monthly Summary Report – September 2013**

inlc Nursing Services:

<u>Program Services Provided</u>	<u>Current Month</u>	<u>Year-to-Date</u>
Family Planning Clients	8	46
Maternal Health Clients	8	24
Adult Health Clients (Wellness)	7	18
Adult Health Telemedicine (Primary Care)	16	40
BCCCP Clients	1	14
Immunizations	5	36
STD Treatments	5	13
Communicable Disease Cases	3	5
TB Treatments (Latent)	0	1
WIC – Mainland		
• Certifications	19	35
• Mid-Certification Assessments	9	42
• Pick-ups	28	57
• Vendor Trainings	0	2
WIC – Ocracoke (Quarterly)		
• Certifications	9	9
• Mid-Certification Assessments	3	3
• Pick-ups	14	14
• Vendor Trainings	0	0
Pregnancy Care Management		
• Case Load	6	6
• Contacts	22	69
• Attempts (No Contact)	3	9
Care Coordination for Children		
• Case Load	4	4
• Contacts	51	77
• Attempts	6	8
Seasonal Flu Shots/Flu Mists		
• Adults	26	26
• Children	7	7

Medication Assistance Program:

New Patients Enrolled	0	8
Patients Served	22	64
New Requests	5	13
Reorder Requests	8	54
Medications Requested	13	65
Medications Received	13	60
Medications Delivered	13	59

Environmental Health Services:

Food and Lodging:

• F&L Inspections	19	48
• F&L Visits	14	37
• F&L Pre-Opening Visits	1	2
• F&L Permits Issued	0	2
• F&L Complaint Investigations	0	1
• F&L Consults	10	35
• General Sanitation	10	22
• Vector Control	0	2
• Animal Control	6	8
• Health Education	1	1

On-Site Wastewater:

• Sites Visited/Evaluated	34	76
• Improvement Permits Issued	3	15
• Construction Authorizations	8	28
• Consultative Contacts	38	185
• Operation Permits Issued	9	19

On-Site Well:

• Grouting Inspection	0	1
• Well Site Consultative Visits	0	1
• Well Certificate of Completion	1	1
• Bacteriological Samples Collected	0	4
• Other Sample Collected	0	2
• Well Consultative Contacts	20	33

Hydeland Home Care Agency:

Total Patients Served	49	-1
• Home Health Medicare	4	NC
• Home Health Medicaid	27	-1
• Home Health Private	1	NC
• Community Alternative Program (CAP)	5	NC
• Homemaker	11	NC
• Project Care	1	NC

Admissions

• Home Health Medicare	2	7
• Home Health Medicaid	0	3
• Home Health Private	2	6

Discharges

• Home Health Medicare	1	5
• Home Health Medicaid	2	4
• Home Health Private	2	4

Referrals

• Home Health Medicare	2	10
• Home Health Medicaid	0	3
• Home Health Private	2	7

Healthy Education:

Healthy Communities/Health Education/Promotion:

- Ridge Community Garden - start fall garden
- Recreation Commission next meeting October 16th
- Project DIRECT Legacy for Men and Families – to meet with HP4H Chronic disease task force meeting first Friday of each month. Lay Health Leaders State Licensure Expired October 1, 2013; update training and licensure fee needed for re-newel
- Attended AHEC Health Educator Symposium September 30th; Beverly Russell, BRACE owner, attended Resourceful Communities KBR conservation funded building a movement training September 10th & 11th
- Ocracoke Foundation, Robin Payne and, Dennis Benston to attend next Resourceful Communities KBR conservation fund training Oct. 22nd

Hyde Partners for Health (HP4H):

- Hyde Partners for Health Partnership met September 16th for 2014 Google Share page launch
- Minutes and updates to be available Oct. 7th
- Tobacco Substance and Alcohol Abuse Task Force meeting scheduled Oct. 18th Swan Quarter Baptist Church; adopted tobacco free policy Sept. 30th
- LPAN met September 25th updating membership list and action planning next meeting to be determined from new members by Oct. 17th

- Chair for Chronic Disease Task Force, Rosalind Pugh, Albemarle Commission Area Agency on Aging Family Caregiver Resource Specialist, resigned due to new job Oct. 1st
- Access to Primary Care task force
- Access to Oral Health Care task force chair to attend NC Institute of Medicine planning meeting Oct. 10th

Change for Good (KBR&CTG/P)

- Worksite Walking competition kicked off September 14th; 4 companies & 16 employees have enrolled. Average Steps/ Person 18,441; total distance 147.53 miles; total time active 42 hours 27 minutes; total steps 295,066
- ESMMWL Online final update to orientation packet, chart stickers, prescription pads and poster scheduled for Jan. 2014 launch
- CTGP year-end report submitted September 30th
- Presentation scheduled for ministers meeting with Dr. Latimore Oct. 16th at Methodist Church in Sladesville
- State published joint use agreement article and picture from school
- Next event - Community Engagement training Oct. 3rd

NORTH CAROLINA
HYDE COUNTY
HYDE COUNTY BOARD OF COMMISSIONERS

From: Linda M. Basnight Tax Administrator

This is to report all tax collections by the Hyde County Tax Office Employees during the month of September, 2013.

CURRENT TAX

DEPOSITS	COUNTY WIDE	MOSQUITO TAX	SOLID WASTE	WEST QUARTER	INTEREST
\$885,697.18	\$876,619.90	\$7,411.28	\$0.00 Res \$0.00 Comm	\$243.02	\$0.00
	2013				
	\$ 1,422.98				

CURRENT DMV

DEPOSITS	COUNTY WIDE	MOSQUITO TAX	INTEREST
\$12,553.39	\$12,490.48	\$48.22	\$14.69

DELINQUENT DMV

2012	COUNTY WIDE	\$4,795.57
	MOSQUITO	\$13.75
2011	COUNTY WIDE	\$6.74
	MOSQUITO	\$0.00
2010	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2009	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2008	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2007	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
		\$0.00
2006	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2005	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2004	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2003	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2002	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
2001	COUNTY WIDE	\$0.00
	MOSQUITO	\$0.00
		\$0.00
INTEREST		\$482.67
		\$0.00
		\$5,298.73

DELINQUENT TAX

2012	\$12,343.34
2011	\$6,795.63
2010	\$1,749.32
2009	\$1,534.58
2008	\$755.48
2007	\$401.50
2006	\$1,003.99
2005	\$14.30
2004	\$136.89
2003	\$14.00
2002	\$34.30
2001	\$0.00
SQWS	\$0.00
MOSQUITO TAX	\$89.65
SOLID WASTE RES	\$20.63
SOLID WASTE COMM	\$0.00
INTEREST	\$3,463.98
WEST/QUARTER	\$13.52
LEGAL FEES	\$181.32
	\$28,552.43

2014 PREPAYMENTS

Parsons, E Elizabeth	200314	\$58.97
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OVERPAYMENT

\$0.00

Respectfully Submitted

October 7, 2013

Linda M Basnight
Tax Administrator

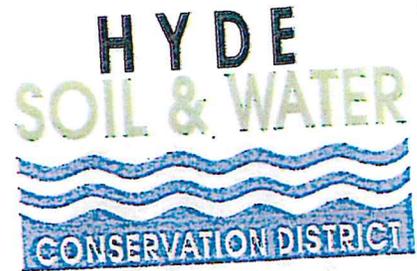
Chairman of Commissioners

ANNUAL REPORT 2013

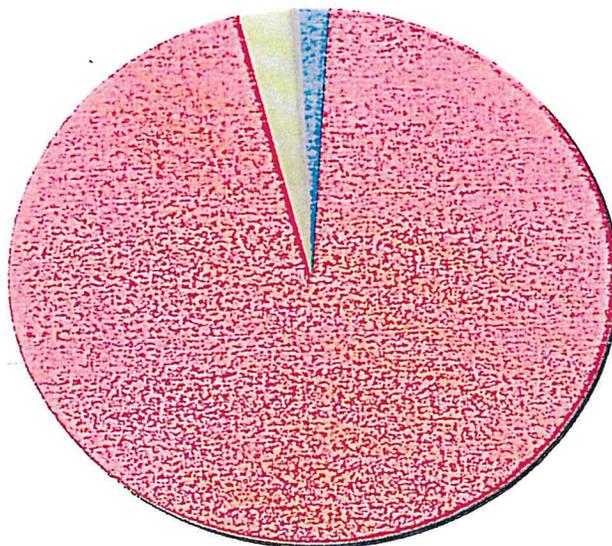
Hyde Government Center Suite #117



P.O. BOX 284
SWAN QUARTER, NC 27885
252-926-4195
<http://www.hydeswcdnc.org/>



Cost: Benefit Analysis of Conservation Program In Hyde County Fiscal Year 2012-2013



- County Costs (\$68,631.81)
- Benefits: Federal Assistance (\$3,969,516.50)
- Benefits: State Assistance (\$111,631.00)
- Benefits: District Assistance (\$15,000.00)

Note: For every dollar of county appropriations to the Hyde Soil and Water Conservation District, \$ 59.68 is received from local, state and federal sources.

Hyde SWCD Supervisors

J. W. Spencer, Chairman
Darren Armstrong, Vice-Chairman
Earl O'Neal, Secretary/Treasurer
Daren Hubers, Member
Chad Spencer, Member

Hyde SWCD Staff

Debbie Cahoon, District Administrator
Daniel Brinn, NCACSP/Tar-Pamlico
Technician

NRCS Staff

Rodney Woolard, District Conservationist
Brad Alligood, NRCS Technician



Practices funded and installed in 2012-2013

- 350 acres in Water Control Structure
- 200 acres in Water Control Structure
- 80 acres in Water Control Structure
- 55 acres in Water Control Structure
- 55 acres in Water Control Structure

NORTH CAROLINA AGRICULTURE COST SHARE PROGRAM (NCACSP) – Program Year 2014 began on July 1, 2013. The District received a cost share allocation for \$33,210.00 for non-point source pollution control from agricultural activities. These funds will be available to assist farmers and landowners with the installation of best management practices which help to decrease the amount of sediment and nutrients entering our watercourses. Applications are now being accepted to install conservation practices such as conservation tillage, variable rate nutrient management, cover crops, and water control structures. For additional information or if you would like to apply for cost share funds, please call the District's office at 252-926-4195, or stop by our office located in the Hyde Government Center at 30 Oyster Creek Road, Suite #117, Swan Quarter, NC.

COMMUNITY CONSERVATION ASSISTANCE PROGRAM (CCAP) – The Hyde Soil & Water Conservation District received an initial allocation of \$1500.00 to be used for Community Conservation Assistance Program. This program is designed to implement conservation practices at the community level such as water cisterns, stream bank and shoreline protection as well as other community related practices.

NRCS & DISTRICT STAFF provided assistance to farmers and landowners during Fiscal Year 2013. A total of 1,006 acres had conservation plans formulated on them and 4,183 acres were benefited by the application of conservation practice. The following conservation practices were reported during the year: **Precision Nutrient Management – 1,383 acres, Precision Pest Management – 1,383 acres and 3 water control structures.**

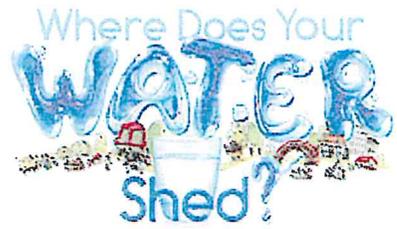
Conservation Stewardship Program – No new applications to this program were approved for Hyde County producers in Fiscal Year 2013. This program rewards farmers for the good conservation they are already practicing as well as encourages them to adopt new practices. Several Hyde County producers are receiving payments of nearly \$27,000 per year for five years.

Environmental Quality Incentives Program – Fiscal Year 2013 saw an award of \$122,339 for practices such as structures for water control, drainage water management (winter water control), and precision nutrient management (variable rate application).

Wetland Reserve Program- While no new applications were received in Fiscal Year 2013, 6 active applications totaling 1,595 acres from Hyde County remain unfunded.

Conservation Reserve Program/Conservation Reserve Enhancement Program— During the past year 5.5 acres were enrolled in CREP and 394 acres were re-enrolled Conservation Reserve Program by Hyde County landowners

Environmental Education



Your drinking water depends on a watershed. The cycle of water flowing through a watershed to a body of water or groundwater helps to recycle water every day. Just think, a water molecule you drank today could have also been used by a dinosaur! Some of the natural elements found in watersheds (like wetlands) also work to provide us clean water by filtering out pollutants. Healthy watersheds and clean water are vital to a healthy you. Join members of your community when there is a roadside, stream or river clean-up day. Each citizen can take responsibility for keeping our water bodies and our roadways clean. We would have zero litter if people would take the extra step of disposing of trash properly. Take a look at a parking lot in your community; do you see oil and litter? Where do you think it will go when it rains? It could be a nearby river or stream. Help educate your community to stop littering and to properly maintain their automobiles.



NC Division of Soil & Water Conservation Districts
State Poster Contest
"Water...the Cycle of Life"



STUDENTS NAME: BRIAN BYRD

4TH GRADE

STUDENT ADDRESS: 3286 GULL ROCK RD

TEACHER'S NAME: MRS. HARRIS

SCHOOL: MATTAMUSKEET ELEMENTARY

HYDE COUNTY

DISTRICT & AREA V WINNER

CONGRATULATIONS BRIAN!

STATE HONORABLE MENTION

ENVIRONMENTAL EDUCATION

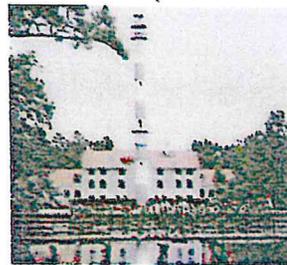


ENVIROTHON COMPETITION– The Area 5 & 6 Coastal Envirothon competitions for high school and middle school students was held March 19, 2013 at Weyerhaeuser's Cool Springs Environmental Education Center in Askins near New Bern, NC. Two teams from Mattamuskeet High School participated in the competition and represented the Hyde District Jennifer Cahoon serves as the advisor for the Mattamuskeet High School.

The District is pleased to sponsor the teams and is very proud of the accomplishments of the students and their advisors. The Coastal Envirothon is a hands on environmental education program supported by the Area 5 and 6 Soil & Water Conservation Districts, the NC Association of Soil & Water Conservation Districts, Weyerhaeuser, NuCor, Georgia-Pacific and our local Farm Bureau.

ANNUAL ENVIRONMENTAL EDUCATION FIELD DAY- The Hyde District sponsored its annual environmental education field day for the Mattamuskeet Elementary School 4th Grad Students on October 25, 2012 at the Ponzer Community Building. Presenters from different agencies participated in the event by providing programs that included forestry, soil, aquatics, wildlife, agriculture and environmental issues.

Hyde, Seek and Discover Day Camp formerly named Let's Go WILD Week is provided by the Hyde County 4-H and The Hyde County Soil and Water Conservation District. Together we help provide youth ages 5 to 12 with the opportunity to increase their awareness of environmental issues, increase their team building skills, learn healthy habits and get them involved in various recreation activities. These four days of hands-on workshops are provided by organizations who are willing to volunteer their time to educate our youth.



RESOURCE CONSERVATION WORKSHOP



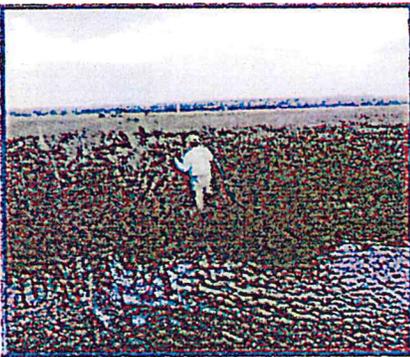
Shakera Davis rising sophomore at Mattamuskeet Early College High School was selected to attend the Resource Conservation Workshop at North Carolina State University on June 23rd-28th, 2013. The RCW is sponsored by the NC Association of Soil and Water Conservation Districts in conjunction with the Hugh Hammond Bennett Chapter, Soil and Water Conservation Society of America, NC Soil and Water Conservation Commission, NC Division of Soil and Water Conservation and the Soil Science Department of NC State University. The Hyde Soil & Water Conservation District sponsors one student each year to attend this workshop by providing his or her registration fee and travel expenses.

The Resource Conservation workshop is a week of intensive study requiring student's attention and participation in a wide range of conservation topics. The students will learn about soil characteristics and soil conservation, wildlife and fisheries management, forest management, nonagricultural uses for soils and water quality and watershed management. The students will take several field trips to different facilities and will experience hands on learning in the field. On Friday, the students compete against one another by taking a test and the highest scorers receive monetary scholarships to apply towards future college expenses.

Shakera said, "Attending the Resource Conservation Workshop was a great opportunity and lots of fun and I made many friends."

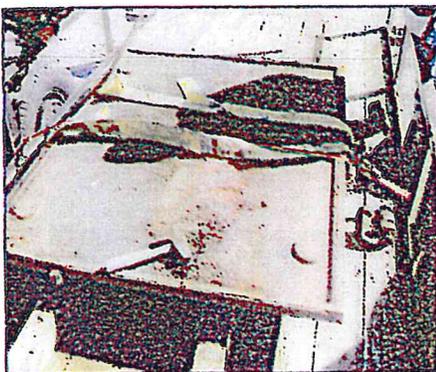
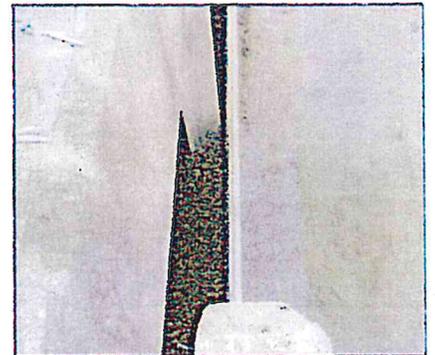
Swan Quarter Watershed

- ◆ Annual mowing of Dike
- ◆ Treatment of Invasive Phragmites to satisfy CAMA permit.
- ◆ Removal of debris & sediment from storm gutters on Hwy 45 N and removal of vegetation around storm gates
- ◆ Mapped and identified all structures and sites on the dike to facilitate future maintenance
- ◆ Replaced 2 missing grates from tide gate structures, reported the theft of twelve others
- ◆ Silt Fence removal on portions of dike
- ◆ Removed Bay structure gate and documented upcoming maintenance concerns



Treatment of Invasive Phragmites in the coastal Mitigation Site

Riser Boards holding 3ft of head pressure preventing salt-water intrusion.



Removal and inspection of Failed Tide gate at Bay Structure. Gate was refurbished and Reinstalled. Plans are underway to remove more gates and refurbish them before failure happens again.





Hyde County Utilities Department

1095 MAIN STREET / P.O. BOX 66 - SWAN QUARTER, N.C. 27885

TEL: (252) 926-4196

FAX: (252) 926-3703

E-MAIL: cberry@hydecountync.gov

September 2013 Departmental Report

Water Department

We currently have 2,011 customers. We produced a total of 16,705,000 gallons of water from the three water plants. We billed \$107,903.10 for the month. We had a bad water leak on the 25th on Hwy 264 close to Bell Island Pier Rd. We found the leak at about 2:30 am and had the leak repaired by 6:30 am and had everyone back in service. A tree had fallen during Hurricane Floyd or Isabel and had smashed a 6" water main. The main line remained intact until that night when it split. Picture included.

Sewer Department

The sewer only provides service for the Prison and we received 2,101,000 gallons for the month. We billed \$25,050.00 for the month.

Solid Waste

We received a total of 405.39 tons of trash, 16.41 tons of cardboard, and 23.47 tons of commingled recycling. The total amount for hauling from the sites to their destinations was \$29,640.04 for the month. The amount for landfill disposal was \$17,449.43. It cost \$43.15/ton. Total cost for the month for hauling and disposal was \$47,089.47.



HYDE COUNTY GENERAL FUND

JUNE 2013

APPROVED BUDGET AMENDED BUDGET EXPENSES AS OF 06/30/13

General Government:

Governing Board	\$25,952.86	\$28,302.86	\$27,498.95
Administration	\$798,384.50	\$774,444.50	\$741,866.28
Elections	\$90,869.32	\$95,719.32	\$91,065.08
Finance	\$155,834.59	\$155,034.59	\$150,383.87
Tax	\$253,042.39	\$250,892.39	\$237,932.86
Legal	\$55,000.00	\$52,000.00	\$35,522.74
Register of Deeds	\$188,423.67	\$189,523.68	\$168,766.99
Planner	\$125,374.88	\$126,974.88	\$116,327.53
Public Building Maint.	\$374,398.60	\$387,798.60	\$384,223.80
Court Facilities	\$8,000.00	\$8,000.00	\$6,298.80
Various Grants	\$80,000.00	\$80,000.00	\$45,000.00
Human Resources	\$75,245.10	\$69,985.10	\$65,147.79

Public Safety:

Sheriff	\$1,304,365.16	\$1,288,865.16	\$1,230,436.64
Jail	\$159,624.08	\$175,624.08	\$181,374.11
ABC Rehab.	\$1,800.00	\$1,800.00	\$1,513.48
Emergency Management	\$228,143.50	\$210,278.39	\$194,358.83
Vol. Fire Dept.	\$108,750.00	\$108,750.00	\$108,750.00
State Forestry	\$74,850.00	\$31,475.00	\$25,081.91
Inspections	\$130,144.83	\$130,144.83	\$119,533.64
EMS	\$1,428,118.61	\$1,445,983.72	\$1,355,219.43
Animal Control	\$14,883.00	\$14,883.00	\$11,957.35
Medical Examiner	\$3,000.00	\$3,000.00	\$1,000.00

Transportation:

Airport	\$177,610.41	\$491,794.62	\$558,277.88
Elderly and Handicapped	\$95,998.00	\$92,723.00	\$92,581.12

Env. Protection:

Solid Waste	\$861,078.56	\$917,153.56	\$914,700.27
Soil Conservation	\$120,605.81	\$122,478.72	\$120,310.37
Stream Cleanup		\$13,320.00	\$13,320.00

Ec. & Physical Development:

Coop. Extension	\$103,846.39	\$103,846.39	\$95,757.73
Swan Quarter Dike			
JCPC	\$54,888.00	\$55,888.00	\$55,611.27

Human Services:

Health	\$226,809.00	\$215,909.00	\$200,718.53
Environmental Health	\$124,126.00	\$124,126.00	\$123,185.04
Food & Lodging	\$750.00	\$2,355.00	\$948.60
Family Planning	\$77,458.00	\$130,813.00	\$115,887.57

HYDE COUNTY GENERAL FUND

JUNE 2013

Maternal Health	\$24,392.00	\$50,561.00	\$40,781.27
Health Promotion	\$6,500.00	\$31,696.50	\$29,597.87
Homemaker	\$28,353.00	\$29,353.00	\$25,376.41
Immunization Action	\$6,862.00	\$7,793.00	\$6,858.07
Child Health	\$1,575.00	\$46,895.00	\$36,116.54
Women, Infant and Children	\$31,860.00	\$37,710.00	\$36,907.51
Communicable Disease	\$13,110.00	\$25,875.00	\$22,426.67
Public Management Entitiy	\$14,000.00	\$14,000.00	\$11,398.10
Breat and Cervical Cancer	\$11,350.00	\$13,549.00	\$11,965.43
Adult Health	\$113,292.00	\$108,989.00	\$106,616.07
Medication Assistance	\$18,550.00	\$22,265.00	\$18,883.54
Mosquito Control	\$2,825.00	\$2,825.00	\$2,825.00
Private Well	\$2,300.00	\$2,300.00	\$1,521.64
Boterrorism Respnse	\$47,766.00	\$56,666.00	\$54,377.70
KB Reynolds	\$109,888.00	\$109,888.00	\$85,616.69
Community Transformation		\$8,000.00	-\$3,000.60
Tobacco Free Hyde		\$6,950.00	
Hyde County Transit		\$20,000.00	\$12,709.24
Child Services Coordination		\$11,130.00	\$10,752.94
Pregnancy Care Management		\$15,387.00	\$14,569.63
Mental Health			
Direct Legacy for Men			
 Social Services:			
Administration	\$1,010,723.64	\$1,013,723.64	\$941,118.90
Titile III	\$26,376.00	\$26,376.00	\$25,341.00
SAD-SAA	\$50,500.00	\$50,500.00	\$44,880.00
AAF County Issued	\$1,000.00	\$1,000.00	\$140.71
Medicaid	\$2,500.00	\$2,500.00	\$572.70
Public Service Assistance	\$245,417.00	\$268,670.00	\$178,924.52
CAPS Program	\$89,478.01	\$87,478.01	\$68,597.48
Day Care Support Services	\$80,000.00	\$80,000.00	\$64,851.42
Day Care Support Services	\$291,845.00	\$291,845.00	\$136,580.10
 Other Human Services:			
Elderly Nutrition	\$30,320.00	\$30,320.00	\$30,320.00
Veteran Service Officer	\$9,366.10	\$9,866.10	\$7,078.48
Mental Health		\$10,914.00	\$10,914.00
 Cultural Arts:			
Bearfort County Arts Council	\$1,000.00	\$1,000.00	\$1,000.00
BHM Regiona Library	\$42,000.00	\$37,000.00	\$37,000.00
 Education:			
Current Expense	\$1,199,568.00	\$1,199,568.00	\$1,199,568.00
Capital Outlay	\$174,000.00	\$298,706.37	\$296,385.43

HYDE COUNTY GENERAL FUND

JUNE 2013

QZAB Payment	\$55,964.58	\$55,964.58	\$55,964.58
QSCB Payment	\$226,242.84	\$226,242.84	\$226,242.84

Transfers to Other Funds:	\$86,711.59	\$86,711.59	\$85,591.80
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TOTAL GENERAL FUND

EXPENSES:	\$11,583,011.03	\$12,300,106.02	\$11,527,930.15
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Ad-Valorem Taxes	\$7,017,858.00	\$7,017,858.00	\$7,089,487.96
Sales Tax	\$1,440,000.00	\$1,564,706.37	\$1,716,366.16
Other Tax and License	\$90,600.00	\$90,600.00	\$92,989.31
Unrestricted Intergovernment	\$68,128.00	\$68,128.00	\$241,993.31
Restricted-Other	\$442,898.64	\$764,727.85	\$758,065.10
Restricted-Social Services	\$1,123,972.00	\$1,148,225.00	\$997,383.28
Restricted-Health	\$521,381.00	\$754,650.50	\$630,884.46
Permits and Fees	\$141,450.00	\$141,450.00	\$113,100.66
Sales and Service	\$336,585.00	\$336,585.00	\$445,691.03
Interest on Investment	\$15,000.00	\$15,000.00	\$7,246.91
Misc. Revenue	\$120,500.00	\$133,536.91	\$148,741.53
Transfers and Fund Balance	\$264,638.39	\$264,638.39	\$20,000.00

TOTAL GENERAL FUND

REVENUES:	\$11,583,011.03	\$12,300,106.02	\$12,261,950.69
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**EXCESS REVENUES
OVER EXPENDITURES
FOR GENERAL FUND:**

\$734,020.54

ELECTIONS OFFICE

October 2013

Monthly progress report

An Amendment to the Records Retention and Disposition Schedule was received. As per instructions from State Board, the county board reviewed the amendment and signed an acknowledgement that the amendment has been adopted by the Board. The signed acknowledgement was forwarded to the Records Management Analyst at the NC Department of Cultural Resources in Raleigh.

The monthly board meeting was held on Monday, October 14th.

3 applicants were interviewed for the vacant Deputy Director Position. The position was filled. The new Deputy Director will begin on November 1st.

My notary public certification was set to expire October 22, 2013. I applied for and took the required test to be recommissioned. I received my recommission to renew my Notary Public certification.

I applied for a DHHS Grant several months ago. Shortly after applying, all grant money through DHHS was frozen. The funds were released this month. I have been working with Neil Baddour, Grants Specialist at State Board to pursue this grant. The grant will purchase some new voting booths that are easy to set up and to store. They are also handicap accessible. We have been approved for the grant pending acceptance by the County Board of Elections. This will be done at the next monthly board meeting.

Due to new legislative laws that have been passed, I have been working on labels that will be used temporarily. We are required to attach them to all voter cards that are mailed out informing voters about the Voter ID law that comes in effect with the 2016 election. Effective Jan 1, 2014, we will have to order all new voter cards with the new laws pre-printed on them.

State Board received a report from DHHS of all the deaths that occurred in NC in the past 10 years. State Board then matched that reported with the statewide voter database. There were an overwhelming amount of voters that had died and had not been removed. State Board is changing the way these reports are generated to the counties each month. The report contained 11 people in Hyde County that had died in the last 10 years that were still in the system. These voters were removed.

I have processed 5 new applications. I have processed 4 voter registration updates. These numbers are low this month because I have some that I have not processed so that I can use them to teach the new Deputy Director how to process them as this is part of her job.

Respectfully submitted,

Viola Williams
Director
Hyde County Board of Elections

VETERAN SERVICES OFFICE

October 2013

Monthly progress report

- I attended the NCDVA Conference in Atlantic Beach. It was a 3 day conference. We had educational workshops to help us be effective and we learned about several programs that are offered outside of VA that are available to veterans to various needs. We did some group activities that gave us hands-on experience with processing claims. We did a workshop about Safety in the Workplace.
- The District Veteran Service Officer that works in the Greenville office only came one time this month. He sees veterans when he is here and works with me to learn the rules and regulations that VA follows.
- I have been actively working with a widow on her DIC claim, an appeal for a compensation claim, burial benefits for deceased veteran and medical payments.
- I have been actively working with a veteran to substantiate a pending compensation claim that has been pending for a year.
- I am working with a veteran that is battling cancer to get help with having in home assistance and to get a ramp built.
- Some of the records that are in the office are dated as far back as 1949. VA only requires us to keep records for the last 10 years. I have been in the process of going through the older records that are obsolete and shredding them. When I am done with that, I have been advised that I can go through the current records and shred anything that is more than 10 years old.
- I have been also working on getting the file cabinets and file folders labeled to make it easier to find veteran's files.

Respectfully submitted,

Viola Williams
County Veterans Service Officer
Hyde County Veteran Services

Hyde County Airport

Report for the month of October 2013

Flights-----16

The FAA considers a take off as a countable flights as well as a landing. These are only the flights that I have seen land or have filed a flight plan. Most hunting parties do not file a flight plan and come in before I arrive or just before dark. Since 2/27/2012 we have had 336 flights including October's count.

Fuel sold-----485 gallons

Daily inspections are performed on the tank when an attendant is present.

Repairs have been made to the electronic gate at a cost of \$ 1,200.00.

The key pad was replaced due to burned circuits from fire ants. The roller on the top had to be adjusted and a fuse was replaced in the big box.

One PAPI light is out and a call has been made to Mr. Dean Blanton to either come fix or show/tell me how to fix it.

One runway light has been replaced this month.

Fire ant poison has been applied on several mounds.

Bosch and NCDOT-Aviation were here for Tuesday thru Friday with a lunch and interview on Wednesday with Aviation Magazine and Elite Magazine.

The Automated Weather Observation System will be moving forward as the work authorization was signed on the 23rd. Hyde County will be responsible for a 10% match on the project of approximately 16,000.00. NCDOT-Aviation will pick up ALL maintenance and repair costs once installed and operational.

The Hyde County Airport Advisory Board will meet on November 25th, 2013, all commissioners are invited to attend, 1:00 pm at the airport. HOPE TO SEE YOU THERE!



Hyde County Emergency Services October 2013 Department Report

November 4, 2013

Current Activities/Projects

Emergency Management Division:

- ▲ **Completed** – The Emergency Management Division fulfilled all universal and optional objectives for the EMPG 2013 Grant. All paperwork has been submitted for the EMPG 2013 and EMPG 2014 Grants.
- ▲ **Completed** – The Emergency Management Division has completed the North Carolina 911 Board PSAP Revenue-Expenditure Report for SFY13.
- ▲ **Completed** – The Hyde County Dispatch Center has been temporarily relocated into mobile units. Attached please find a report of expenditures as 10/31/2013.
- ▲ **Completed** – The Mattamuskeet School Safety Plan has been approved by the Hyde County Board of Education and 800 MHz Radios have been issued to the school administrators for incident communications.
- ▲ **In progress** – The Emergency Management Division is coordinating the necessary radio programming to prepare for the VIPER (800 MHz) re-banding and P25 projects initiated by the State of North Carolina.
- ▲ **In progress** – The Emergency Management Division is currently rewriting the Hyde County Emergency Operations Plan and the Hyde County Emergency Management Ordinance.
- ▲ **In progress** – The Emergency Management Division is currently pursuing NWS StormReady and TsunamiReady designations.
- ▲ **In progress** – The Emergency Management Division is filing FCC LPFM Construction Permit Applications that will grant Hyde County permission to install LPFM equipment at existing tower locations over a three year period. The LPFM sites would allow the County to issue emergency alerts on a designated FM channel during a catastrophic event.

Emergency Medical Services Division:

- ▲ **Completed** – The EMS Division has adopted protocols for Rapid Sequence Intervention (RSI), Induced Hypothermia, and Team Focused CPR. Hyde County EMS successfully completed its first RSI procedure on 10/24/2013.
- ▲ **In progress** – The EMS Division is awaiting the equipment necessary to begin administering the Induced Hypothermia procedure.
- ▲ **In progress** – The EMS Division is currently drafting protocols that would allow the service to

stock Tetanus shots and Thrombolytics (clot-busting drugs) on the Paramedic Quick Response Vehicle (QRV).

- ▲ **In progress** – The EMS Division is currently assessing enhancements to advance the service and evaluating the potential impacts posed by the Vidant Pungo closure announcement.

Attachments:

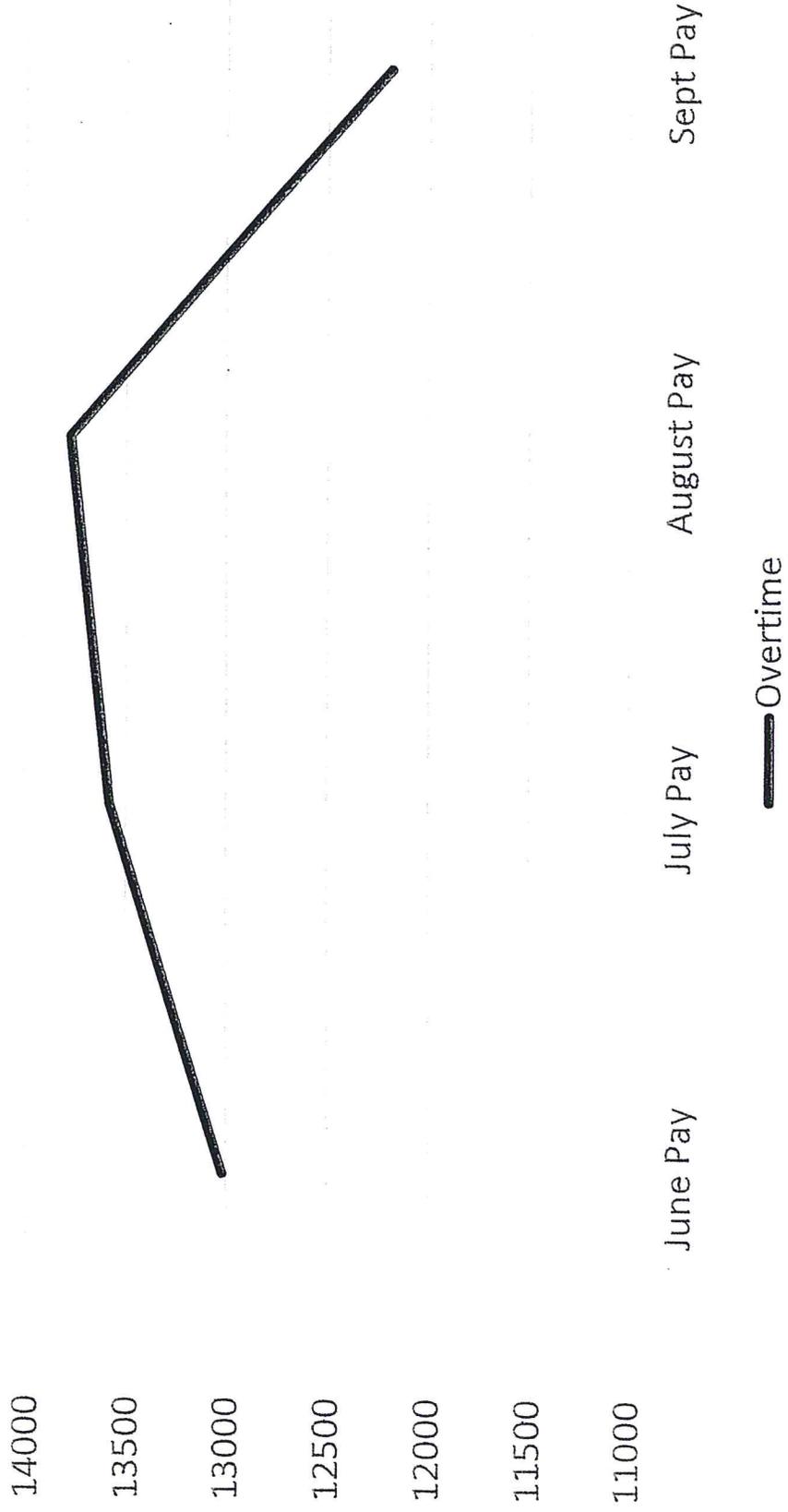
- A – Hyde County Monthly Billing Report for September 2013*
- B – Hyde County EMS Monthly Payroll Totals for FY13-14*
- C – Chart Depicting Hyde County EMS Overtime Totals for FY13-14*
- D – October 2013 Call Volume by Zip Code Report*
- E – October 2013 PCR Data Quality – Data Element Completion Rate Report*
- F – Dispatch Relocation Costs Incurred as of 10/31/2013*

HYDE COUNTY EMS			
Sep 2013			
	Previous		
	Month Y-T-D	Monthly	Y-T-D
	Totals	Totals	Totals
Gros	\$387,223.24	\$52,176.58	\$439,399.82
Adju	\$94,935.79	\$35,415.72	\$130,351.51
Bad	\$2,807.26	\$1,438.66	\$4,245.92
<i>Net Charges *</i>	<i>\$289,480.19</i>	<i>\$15,322.20</i>	<i>\$304,802.39</i>
<i>Collections *</i>	<i>\$172,204.56</i>	<i>\$25,241.78</i>	<i>\$197,446.34</i>
Outstanding Accounts Receivable	\$483,906.01	(\$9,919.58)	\$473,986.43
<i>Collection Percentage *</i>	<i>59.49%</i>	<i>164.74%</i>	<i>64.78%</i>
Gross Charges Breakdown			
Commercial Insurance	\$60,016.93	\$8,008.80	\$68,025.73
Medicaid	\$47,872.81	\$12,729.52	\$60,602.33
Medicare	\$193,641.80	\$19,646.27	\$213,288.07
Patient	\$85,691.70	\$11,791.99	\$97,483.69
Contract	\$0.00	\$0.00	\$0.00
Revenue Adjustment	\$0.00	\$0.00	\$0.00
Adjustments Breakdown			
Non-Bill	\$9,039.01	\$200.00	\$9,239.01
Professional Courtesy	\$149.90	\$312.39	\$462.29
Commercial Insurance	\$16,051.40	\$1,083.80	\$17,135.20
Medicaid	\$2,790.97	\$28,086.06	\$30,877.03
Medicare	\$70,460.32	\$6,704.68	\$77,165.00
Small Balance Write Off	\$1.06	\$0.00	\$1.06
C/A Adjustment	(\$5,622.21)	(\$971.21)	(\$6,593.42)
Bankruptcy	\$0.00	\$0.00	\$0.00
Deceased	\$2,065.34	\$0.00	\$2,065.34
Collections Breakdown			
Contract Payment	\$0.00	\$0.00	\$0.00
Commercial Insurance Payment	\$39,848.96	\$6,127.25	\$45,976.21
Medicaid Payment	\$9,407.14	\$5,725.45	\$15,132.59
Medicare Payment	\$111,133.22	\$10,690.69	\$121,823.91
Patient Payment	\$12,988.87	\$1,673.39	\$14,662.26
Atty Payment	\$2,047.12	\$0.00	\$2,047.12
Collection Payment	\$0.00	\$0.00	\$0.00
Credit Card Payment	\$2,150.95	\$25.00	\$2,175.95
LCB Payment	\$0.00	\$0.00	\$0.00
Refund	(\$1,019.99)	\$0.00	(\$1,019.99)
Adjustment	(\$4,351.71)	\$1,000.00	(\$3,351.71)
Interest Earned	\$0.00	\$0.00	\$0.00
TOTAL MONTHLY DEPOSITS	\$172,204.56	\$25,241.78	\$197,446.34

Hyde County EMS Monthly Payroll Totals FY13-14

	June Hours	June Pay	July Hours	July Pay	August Hours	August Pay	Sept Hours	Sept Pay
Full-time	3314	\$ 45,099.68	3442	\$ 47,487.68	3388	\$ 47,145.70	3266	\$ 46,323.76
Part-time	783	\$ 8,360.70	892	\$ 9,407.00	462	\$ 4,543.74	80	\$ 1,000.00
Overtime	638.5	\$ 13,016.12	697.5	\$ 13,581.62	676.25	\$ 13,772.55	568	\$ 12,188.41
On-call	672.5	\$ 1,345.00	648	\$ 1,296.00	665.25	\$ 1,330.50	673.5	\$ 1,347.00
Monthly Totals	5408	\$ 67,821.50	5679.5	\$ 71,772.30	5191.5	\$ 66,792.49	4587.5	\$ 60,859.17

Hyde County EMS Overtime Totals FY13-14





North Carolina
EMS Data System

Hyde County EMS Call Volume by Zip Code

Call Volume by Zip Code from 10/01/2013 to 10/31/2013

<u>Zip Code</u>	<u>Run Count</u>
27824	18
27885	13
27826	8
27875	3
27960	3
27810	3



Hyde County EMS Call Volume by Zip Code

Hourly Breakdown per Zip Code

Zip Code 27810

Hour	Run Count
10	2
11	1

Zip Code 27824

Hour	Run Count
00	1
01	1
03	1
04	1
08	1
09	1
10	1
11	1
12	1
13	1
14	1
16	2
17	1
18	1
19	1
22	1
23	1

Zip Code 27826

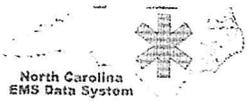
Hour	Run Count
09	1
10	1
13	3
14	1
19	1
23	1

Zip Code 27875

Hour	Run Count
04	1
08	1
10	1

Zip Code 27885

Hour	Run Count
00	1
01	1
06	1
08	2
12	1



Hyde County EMS Call Volume by Zip Code

15	1
17	1
18	1
20	2
21	1
22	1

Zip Code 27960

Hour	Run Count
11	1
19	1
22	1

NEMSIS Code	Data Element	EMS Agency Completion Rate	State Completion Rate
D01_07	Level of Service	100%	100%
E01_01	Patient Care Report Number	100%	100%
E01_02	Software Creator	100%	100%
E01_03	Software Name	100%	100%
E01_04	Software Version	100%	100%
E02_01	EMS Agency Number	100%	100%
E02_04	Type of Service Requested	100%	100%
E02_05	Primary Role of the Unit	100%	100%
E02_06	Type of Dispatch Delay	100%	62%
E02_07	Type of Response Delay	100%	77%
E02_08	Type of Scene Delay	100%	72%
E02_09	Type of Transport Delay	100%	64%
E02_10	Type of Turn-Around Delay	100%	61%
E02_12	EMS Unit Call Sign	100%	99%
E02_16	Beginning Odometer Reading of Responding Vehicle	100%	57%
E02_17	On-Scene Odometer Reading of Responding Vehicle	100%	70%
E02_18	Patient Destination Odometer Reading of Responding Vehicle	88%	69%
E02_20	Response Mode to Scene	100%	100%
E03_01	Complaint Reported by Dispatch	78%	86%
E03_02	EMD Performed	100%	55%
E03_03	EMD Card Number	0%	40%
E04_01	Crew Member ID	100%	96%
E04_02	Crew Member Role	100%	96%
E05_02	PSAP Call Date	100%	72%
	PSAP Call Time	100%	72%
E05_04	Unit Notified by Dispatch Date	100%	100%
	Unit Notified by Dispatch Time	100%	100%
E05_05	Unit En Route Date/Time	100%	95%
E05_06	Unit Arrived on Scene Date/Time	100%	94%
E05_07	Arrived at Patient Date/Time	100%	71%
E05_09	Unit Left Scene Date/Time	100%	75%
E05_10	Patient Arrived at Destination Date/Time	70%	70%
E05_11	Unit Back in Service Date/Time	100%	100%
E05_12	Unit Cancelled Date/Time	0%	8%

NEMSIS Code	Data Element	EMS Agency Completion Rate	State Completion Rate
E05_13	Unit Back at Home Location Date/Time	100%	31%
E06_01	Last Name	95%	90%
E06_02	First Name	95%	90%
E06_03	Middle Initial/Name	53%	30%
E06_04	Patient Home Address	95%	85%
E06_05	Patient Home City	83%	81%
E06_06	Patient Home County	93%	82%
E06_07	Patient Home State	100%	100%
E06_08	Patient's Home Zip Code	95%	85%
E06_10	Social Security Number	78%	69%
E06_11	Gender	95%	88%
E06_12	Race	95%	83%
E06_13	Ethnicity	83%	80%
E06_14	Age	95%	89%
E06_15	Age Units	95%	89%
E06_16	Date of Birth	90%	88%
E06_17	Primary or Home Telephone Number	68%	61%
E07_01	Primary Method of Payment	100%	36%
E07_15	Work-Related	100%	49%
E07_34	CMS Service Level	65%	60%
E07_35	Condition Code Number	78%	13%
E07_37	Condition Code Modifier	3%	3%
E08_02	Other Services at Scene	25%	20%
E08_03	Estimated Date/Time Initial Responder Arrived on Scene	3%	18%
E08_05	Number of Patients at Scene	100%	94%
E08_06	Mass Casualty Incident	100%	83%
E08_07	Incident Location Type	100%	92%
E08_11	Incident Address	100%	95%
E08_12	Incident City	95%	84%
E08_13	Incident County	100%	92%
E08_14	Incident State	100%	99%
E08_15	Incident ZIP Code	100%	94%
E09_01	Prior Aid	3%	13%
E09_02	Prior Aid Performed by	3%	10%

Items shaded in Gray indicate that the EMS System is completing the Data Element at least 10% less frequently than the State average. Items shaded in Red indicate that the EMS System is not collecting or providing the data to PreMIS.

Hyde County EMS

PCR Data Quality - Data Element Completion Rate Report

from 10/01/2013 To 10/31/2013

NEMSIS Code	Data Element	EMS Agency Completion Rate	State Completion Rate
E09_03	Outcome of the Prior Aid	3%	14%
E09_04	Possible Injury	100%	77%
E09_05	Chief Complaint	78%	87%
E09_06	Duration of Chief Complaint	73%	63%
E09_07	Time Units of Duration of Chief Complaint	73%	63%
E09_08	Secondary Complaint Narrative	3%	14%
E09_11	Chief Complaint Anatomic Location	80%	55%
E09_12	Chief Complaint Organ System	80%	54%
E09_13	Primary Symptom	100%	100%
E09_14	Other Associated Symptoms	85%	58%
E09_15	Provider's Primary Impression	78%	37%
E09_16	Provider's Secondary Impression	5%	4%
E10_01	Cause of Injury	10%	9%
E10_02	Intent of Injury	40%	13%
E10_03	Mechanism of Injury	13%	9%
E10_07	Position of Patient in the Seat of the Vehicle	10%	7%
E10_08	Use of Occupant Safety Equipment	13%	5%
E10_10	Height of Fall	5%	2%
E11_01	Cardiac Arrest	88%	84%
E11_02	Cardiac Arrest Etiology	0%	<1%
E11_03	Resuscitation Attempted	0%	<1%
E11_04	Arrest Witnessed by	0%	<1%
E11_05	First Monitored Rhythm of the Patient	0%	2%
E11_06	Any Return of Spontaneous Circulation	0%	<1%
E11_11	Cardiac Rhythm on Arrival at Destination	0%	5%
E12_01	Barriers to Patient Care	100%	57%
E12_07	Advanced Directives	100%	44%
E12_18	Presence of Emergency Information Form	3%	37%
E12_19	Alcohol/Drug Use Indicators	98%	34%
E14_01	Date/Time Vital Signs Taken	93%	77%
E14_02	Obtained Prior to this Units EMS Care	93%	76%
E14_03	Cardiac Rhythm	30%	26%
E14_04	SBP (Systolic Blood Pressure)	93%	71%
E14_05	DBP (Diastolic Blood Pressure)	93%	70%

Items shaded in Gray indicate that the EMS System is completing the Data Element at least 10% less frequently than the State average. Items shaded in Red indicate that the EMS System is not collecting or providing the Data Element.

NEMSIS Code	Data Element	EMS Agency Completion Rate	State Completion Rate
E14_07	Pulse Rate	93%	73%
E14_08	Electronic Monitor Rate	30%	20%
E14_09	Pulse Oximetry	88%	63%
E14_11	Respiratory Rate	93%	72%
E14_12	Respiratory Effort	85%	68%
E14_13	Carbon Dioxide	15%	3%
E14_14	Blood Glucose Level	33%	25%
E14_18	Glasgow Coma Score-Qualifier	20%	18%
E14_19	Total Glasgow Coma Score	33%	69%
E14_20	Temperature	28%	7%
E14_22	Level of Responsiveness	93%	70%
E14_23	Pain Scale	35%	46%
E14_24	Stroke Scale	13%	6%
E14_25	Thrombolytic Screen	0%	1%
E14_27	Revised Trauma Score	33%	37%
E14_28	Pediatric Trauma Score	0%	3%
E16_02	Broselow/Luten Color	0%	1%
E16_04	Skin Assessment	90%	54%
E16_06	Neck Assessment	90%	38%
E16_07	Chest/Lungs Assessment	90%	49%
E16_08	Heart Assessment	90%	40%
E16_23	Mental Status Assessment	90%	60%
E16_24	Neurological Assessment	90%	47%
E17_01	Protocols Used	98%	57%
E18_01	Date/Time Medication Administered	33%	22%
E18_02	Medication Administered Prior to this Units EMS Care	0%	0%
E18_03	Medication Given	33%	25%
E18_05	Medication Dosage	33%	25%
E18_06	Medication Dosage Units	33%	25%
E18_07	Response to Medication	10%	19%
E18_08	Medication Complication	10%	10%
E18_09	Medication Crew Member ID	33%	95%
E19_01	Date/Time Procedure Performed Successfully	93%	46%
E19_02	Procedure Performed Prior to this Units EMS Care	5%	46%

Items shaded in Gray indicate that the EMS System is completing the Data Element at least 10% less frequently than the State average.
 Items shaded in Red indicate that the EMS System is not collecting or providing the data to PreMIS.

Hyde County EMS

PCR Data Quality - Data Element Completion Rate Report

from 10/01/2013 To 10/31/2013

NEMSIS Code	Data Element	EMS Agency Completion Rate	State Completion Rate
E19_03	Procedure	95%	45%
E19_04	Size of Procedure Equipment	35%	22%
E19_05	Number of Procedure Attempts	95%	47%
E19_06	Procedure Successful	95%	46%
E19_07	Procedure Complication	20%	20%
E19_08	Response to Procedure	5%	31%
E19_09	Procedure Crew Member ID	95%	95%
E19_12	Successful IV Site	35%	24%
E20_01	Destination/Transferred To, Name	68%	71%
E20_02	Destination/Transferred To, Code	68%	60%
E20_03	Destination Street Address	68%	72%
E20_04	Destination City	68%	71%
E20_05	Destination State	100%	100%
E20_06	Destination County	68%	71%
E20_07	Destination Zip Code	68%	73%
E20_10	Incident/Patient Disposition	100%	100%
E20_14	Transport Mode from Scene	68%	73%
E20_15	Condition of Patient at Destination	70%	66%
E20_16	Reason for Choosing Destination	88%	68%
E20_17	Type of Destination	68%	72%
E22_01	Emergency Department Disposition	5%	<1%
E22_02	Hospital Disposition	8%	<1%
E23_10	Who Generated This Report	100%	89%

Validation Messages	Number of records	Data Elements
Procedure Performed Date/Time not provided	34	E19_01
Chief Complaint not provided	7	E09_05
First Monitored Rhythm is required for incident with cardiac arrest	2	E11_05
Arrest Witnessed By is required for incident with cardiac arrest	2	E11_04
Incident address is missing City	2	E08_12
Any Return of Spontaneous Circulation is required for incident with cardiac arrest	2	E11_06
Cardiac Rhythm on Arrival at Destination is required for incident with cardiac arrest	2	E11_11
Unit of Duration missing for Chief Complaint "Cardiac Arrest"	1	E09_07

Items shaded in Gray indicate that the EMS System is completing the Data Element at least 10% less frequently than the State average. Items shaded in Red indicate that the EMS System is not collecting or reporting the Data Element.

Total PCR's for this period: 48

Validation Messages	Number of records	Data Elements
Condition of Patient at Destination is required when patient transported by EMS	1	E20_15
Estimated Time of Arrest is required for incident with cardiac arrest prior to EMS arrival	1	E11_08
Duration missing for Chief Complaint "Laceration; General"	1	E09_06
Crew Member with State Id -5, role Driver and credential Not Available for Agency Hyde County EMS not recognized	1	E04_01
-5 is not a valid county code for Patient's Home County	1	E06_06
Duration missing for Chief Complaint "Cardiac Arrest"	1	E09_06
Crew Member with State Id -5, role Other and credential EMT Basic for Agency Hyde County EMS not recognized	1	E04_01
Unit of Duration missing for Chief Complaint "Laceration; General"	1	E09_07

Dispatch Relocation Costs Incurred as of 10/31/2013

Category	Costs Incurred	Percentages	Notes
Labor	\$2,800.00	24.2%	
Materials	\$797.33	6.9%	
Infrastructure	\$6,781.50	58.5%	Does not include ongoing electrical work.
Sewer	\$621.00	5.4%	Recurring \$85.00 monthly cost for pumping the holding tank.
Equipment	\$585.96	5.1%	
	\$11,585.79	100.0%	

Departments	Departmental Costs Incurred	Percentages	Notes
E9-1-1	\$10,167.46	87.8%	
Emergency Management	\$797.33	6.9%	
Utilities	\$621.00	5.4%	
	\$11,585.79	100.0%	

Informational Items



HYDE COUNTY
Department of Social Services
POST OFFICE BOX 220
SWAN QUARTER, NC 27885

GLORIA C. SPENCER
DIRECTOR

TELEPHONE
252-926-4199

To: County Manager

Cc: Board of Social Services

From: Gloria C. Spencer

Date: October 15, 2013

I have constantly been looking for ways to save and cut cost in Department of Social Services Budget.

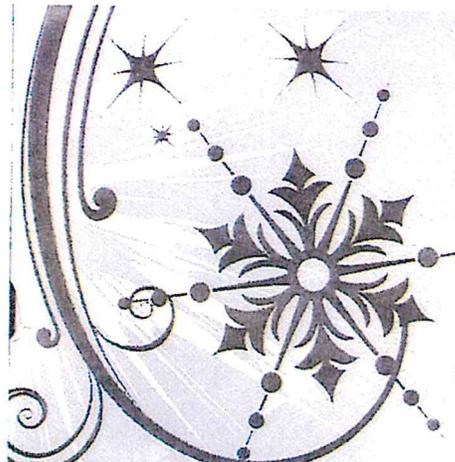
Prior to 2013-2014 Budget year I had a SW III Position housed on Ocracoke. A review was conducted on the caseload for this position. It was decided a full time position with a Salary of \$34,076.00 plus fringes including insurance of 7,224.00 and housing allowance for \$6,000, for a total of \$47,300.00 or more was not needed. I advertised for a part-time position which will only pay for hours worked. This gave me a tremendous savings in my budget.

One of the greatest needs on Ocracoke is Day Care Services. Right now we are paying more for Day Care Services on Ocracoke than on the mainland. September cost was 11,454.90 just on Ocracoke for Day Care Services.

Social Services Budget was approved for fiscal year 2013-2014 and there were plans that the Department of Social Services would move to Engelhard. I had two positions to become vacant because the workers left and went to other Departments. Positions advertised were not new positions.

I have advertised but with the current situation going on with me and with the government shutdown I am not going to fill one of the positions because of funding. By not filling this position will be added work for current staff.

I am relaying this information to you to verify that these are not new positions but positions that was already funded. If you have any questions feel free to reach out to me.

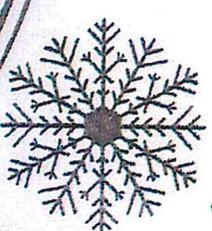


*Hyde County Hotline's
3rd Annual Winter Event*

An Ice Gala

Saturday, December 7, 2013

Six o'clock in the evening



Hor d'oeuvres and Silent Auction

Followed by Dinner, Live Auction and Dancing

Tickets

\$55/Person \$100/Couple \$800/Sponsor Table

Sponsorship Levels

\$350 \$700 \$1,000



*Make Checks Payable to Hyde County Hotline
PO Box 335, Engelhard, NC 27824*

Call 252-925-2502 for more information

RODMAN, HOLSCHER, PECK, & EDWARDS, P.A.

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Edward N. Rodman - (1926-2008)

Frederick N. Holscher, Attorney at Law
direct e-mail: fnh@rhpe.net



October 22, 2013

Mr. David Leroy Spurgeon
854 Spurgeon Hollow Road
Sevierville, TN 37876

Re: Collection of Delinquent County of Hyde Property Taxes for Account # 206495
Our File No. 13-85-21407

Dear Mr. Spurgeon:

I appreciate your talking with me this morning with regard to your delinquent taxes. Hopefully I now have the correct address and you will receive this letter timely.

Per our agreement this morning, once you have received this correspondence you will pay your 2010 taxes in the amount of \$3,595.95, your 2011 taxes in the amount of \$3,644.73 and your 2012 taxes in the amount of \$4,024.97. You will then pay your 2013 taxes in December of 2013.

Please sign the enclosed copy of this correspondence and return the same to me in the envelope provided. Please include these three payments with the check payable to the Hyde County Tax Collector with this letter.

If I have not received the same before November 10, 2013, I will continue the foreclosure proceeding.

Very truly yours,

RODMAN, HOLSCHER, PECK
& EDWARDS, P. A.

Frederick N. Holscher

David Leroy Spurgeon

FNH:hw
Enclosures

cc: Mr. Bill Rich, County Manager
Ms. Linda Basnight, County Tax Collector

Protective Services for Adults

Protective Services for Adults is a state mandated service for the purpose of protecting disabled adults. It was developed to assist adults who have disabilities which have incapacitated them; and who may have been abused, neglected or exploited. It knows no boundaries. The people in need may be old or young, male or female, rich or poor.

A major factor to consider is that the client has the right to self-determination. As long as they can recognize the consequences of decisions they have made about their lives, their decisions must be respected. They have the right to make bad choices and poor decisions, as long as they have the capacity to understand the consequences of their choices.

The least restrictive alternative is used when making decisions for someone else. Services may include out-of-home placement, guardianship, in-home aide services at home. Often, just making families aware of needs, solves problems and brings in needed assistance.

Hyde County Social Services has had **six** adult protective services reports since July 1, 2013 (this fiscal year). One of these was screened out. The other five were unsubstantiated, as they were solved by other services being offered.

NC Tracks

NC Tracks is a new multi-payer Medicaid Management Information System for the NC Dept. of Health and Human Services. Social Services uses this system for the approval of Long Term Care FL-2 Forms. This is a required medical form for nursing home placements, rest home placements and CAP/DA clients. CAP/DA is the community alternative program for disabled adults.

Social Services also uses NC Tracks for Medicaid billing to CAP/DA.