

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

Meeting Date: January 6, 2014
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: January 6, 2014
Presenter: Chairman Barry Swindell
Attachment: Yes

ITEM TITLE: CONSIDERATION OF AGENDA

SUMMARY: Attached is the proposed Agenda for the January 6, 2014, 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, JANUARY 6, 2014 - 6 PM

CALL TO ORDER

OPENING

CONSIDERATION OF AGENDA

CONSIDERATION OF MINUTES

- 1) December 2, 2013 – Regular Meeting Minutes

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) **Presentation:** Albemarle Regional Bike Plan Angela Welsh
- 2) **Presentation:** Government Center Repairs Robert Griffin
- 3) Reappointments to Hyde County Board of Health Wesley Smith
- 4) 2013 State of the County Health (SOTCH) Report Wesley Smith
- 5) Revisions/Additions to Fee Schedule Approved for FY 2011-2012 Wesley Smith
- 6) Revised Policies for HMGP – Irene Chris Hilbert
- 7) Revised Project Budget Resolution – CDBG Contingency Chris Hilbert
- 8) Resolution Authorizing the Advertisement of an Offer to Lease Certain Surplus Real Property Located in or Near the Town of Swan Quarter, Hyde County, NC Kris Noble
- 9) Revolving Loan Fund Request – Martin Lumber Company Kris Noble

BUDGET MATTERS

- 1) BR 15-14 Health - \$265.00

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

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) Tax (Signature Required)
- 2) Senior Center
- 3) Social Services & Child Support
- 4) Health
- 5) Animal Control
- 6) Finance
- 7) Human Resources

Informational Items

- 1) Resolution from Tyrrell County Opposing Proposed Ban on Coyote Hunting
- 2) Hyde County Board of Health Minutes – 9-24-2013

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

Meeting Date: January 6, 2014
Presenter: Averi Simmons, Deputy Clerk
Attachment: Yes

ITEM TITLE: CONSIDERATION OF MINUTES

SUMMARY: Attached are the December 2, 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, December 2, 2013**
6

7 Chairman Barry Swindell called the Regular Meeting of the Hyde County Board of Commissioners
8 to order on Monday, December 2, 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 and Barry Swindell; Attorney Fred Holscher; County Manager Bill Rich; Deputy Clerk to the Board
12 Averi 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 December 2, 2013 meeting agenda.

19 Manager Rich presented the following changes to the agenda:

- 20 • Add Appointment of Clerk, Deputy Clerk, and County Attorney to Organizational Meeting
- 21 • Item #15 – Update on 3PMC, LLC property
- 22 • Item #16 – Pungo River VFD District Map
- 23 • Item #17 – Vidant Health Update

24 Commissioner Byrd moved to approve the agenda as presented by the Deputy Clerk with the
25 amendments. Mr. Fletcher seconded the motion. The motion passed on the following vote: Ayes –
26 Byrd, Pugh, Fletcher and Swindell; Nays – None; Absent or not voting – Tunnell.

27 **Consideration of Minutes:**

28 Commissioner Pugh moved to approve the November 4, 2013 regular meeting minutes of the Hyde
29 County Board of Commissioners as presented by the Deputy Clerk. Mr. Byrd seconded the motion.
30 The motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays – None;
31 Absent or not voting – Tunnell.

1 **Organizational Meeting of the Board**

2 Commissioner Byrd made a motion to open the organizational meeting of the Board. Mr. Pugh
3 seconded the motion. The motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher and
4 Swindell; Nays – None; Absent or not voting – Tunnell.

5 **Nomination and Election of Board Chairman**

6 Commissioner Byrd nominated Commissioner Swindell as Board Chairman. Mr. Pugh seconded the
7 motion. The motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays
8 – None; Absent or not voting – Tunnell.

9 **Nomination and Election of Board Vice-Chairman**

10 Commissioner Byrd nominated Commissioner Pugh as Board Vice-Chairman. Mr. Fletcher
11 seconded the motion. The motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher and
12 Swindell; Nays – None; Absent or not voting – Tunnell.

13 **Nomination and Election of Clerk to the Board**

14 Commissioner Swindell nominated Lois Stotesberry as Clerk to the Board. Mr. Fletcher seconded
15 the motion. The motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher and Swindell;
16 Nays – None; Absent or not voting – Tunnell.

17 **Appointment of Deputy Clerk to the Board**

18 Commissioner Byrd made a motion to appoint Averil Simmons, Justin Gibbs, and Sarah Johnson as
19 Deputy Clerks to the Board. Mr. Pugh seconded the motion. The motion passed on the following
20 vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays – None; Absent or not voting – Tunnell.

21 **Appointment of County Attorney**

22 Commissioner Byrd made a motion to appoint Fred Holscher as County Attorney. Commissioner
23 Pugh seconded the motion. The motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher
24 and Swindell; Nays – None; Absent or not voting – Tunnell.

25 With no other organizational business to attend to, Commissioner Pugh made a motion to close the
26 organizational meeting. Mr. Byrd seconded the motion. The motion passed on the following vote:
27 Ayes – Byrd, Pugh, Fletcher and Swindell; Nays – None; Absent or not voting – Tunnell.

28 **Public Hearing – CDBG Contingency Close-Out**

29 The CDBG-Contingency project is in its final stages. This grant, in the amount of \$600,000 was for
30 the extension of the Engelhard Sanitary District's Sewer Force Main along US Highway 264 West
31 of Engelhard. The original scope of the project was to include connection of approximately 44
32 homes to the Engelhard Sanitary District's wastewater treatment lagoon. Due to budget constraints,
33 the project had to be scaled down to serve only 30 homes. The need to connect these homes to the

1 lagoon was the fact that a vast majority of the homes in the area of the project had high septic tank
2 failure rates, presenting an environmental concern.

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

6 Chairman Swindell called for comments from the public on the project. With there being no public
7 comments, Commissioner Byrd made a motion to close the public hearing. Mr. Pugh seconded the
8 motion. The motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays
9 – None; Absent or not voting – Tunnell.

10 **Public Comments:**

11 Chairman Swindell called for comments from the public.

12 Connie Leinbach, Ocracoke – On behalf of the Ocracoke Civic & Business Association she inquired
13 about the National Park Service’s announcement of the elimination of lifeguard service on
14 Ocracoke Island. She felt this would be bad for the island.

15 Amy Johnson, Ocracoke – On behalf of the Ocracoke Daycare Center Board, requested assistance
16 from the Board of Commissioners to acquire state-owned property that is adjacent to the Ocracoke
17 Daycare Center for expansion.

18 With no other comments from the public, Chairman Swindell continued the meeting.

19 **Employee Recognition**

20 Manager Rich recognized Justin Gibbs, Emergency Management Coordinator, for his diligence in
21 getting Vidant Health to agree to grant Hyde County the \$250,000 for EMS upgrades without
22 Beaufort County accepting their grant. Mr. Gibbs spun the Wheel of Thanks and received a \$25 gift
23 certificate to Martelle’s Feedhouse. Mr. Gibbs then thanked Manager Rich and the Commissioners
24 for recognizing him.

26 **Items of Consideration:**

27 **Appointments:**

28 **Appointment of Albemarle Commission At-Large Member**

29 No Commissioner recommendations were made for the At-Large member vacancy on the
30 Albemarle Commission Board. Manager Rich did state that Commissioner Pugh’s term was up for
31 renewal. Commissioner Swindell made a motion to reappoint Commissioner Pugh as the Hyde
32 County Commissioner board member. Mr. Byrd seconded the motion. The motion passed on the
33 following vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays – None; Absent or not voting –
34 Tunnell.

1 **Appointment of Wesley Smith to Albemarle Commission Regional Advisory Council**

2 Wesley Smith, Health Director, has been suggested to serve as Hyde County’s representative on the
3 Albemarle Commission’s Regional Aging Advisory Council. This will be a two-year term.
4 Commissioner Byrd made a motion to appoint Mr. Smith as the Hyde County representative on the
5 Regional Advisory Council. Mr. Pugh seconded the motion. The motion passed on the following
6 vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays – None; Absent or not voting – Tunnell.

7 **Resolution to Adopt Meeting Calendar for 2014**

8 A resolution must be passed each year adopting the official meeting calendar of the Board of
9 Commissioners, as directed by NCGS §143-318.12. For the year 2014, there will be one regular
10 meeting per month, to be held on the first Monday of each month at 6:00p.m. at the Hyde County
11 Government Center and via video-conferencing equipment at the Ocracoke School Commons. If the
12 meeting date falls on a holiday, the meeting will be held the following day.

13 Commissioner Fletcher made a motion to adopt the Resolution of the Hyde County Board of
14 Commissioners Establishing Regular Meeting Dates. Mr. Byrd seconded the motion. The motion
15 passed on the following vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays – None; Absent or
16 not voting – Tunnell.

17 *Clerk’s Note: A copy of “Resolution of the Hyde County Board of Commissioners Establishing*
18 *Meeting Dates” is attached herewith as Exhibit A and incorporated herein by reference.*

19 **Resolution in Support of the FAA’s Selection og the Hyde County Airport as a Designated**
20 **Unmanned Aerial Systems Test Range**

21 Kris Noble, County Planner/Economic Developer, asked the Board to adopt a resolution showing
22 their continued support of the FAA’s selection of the Hyde County Airport as one of six test sites
23 for unmanned aerial systems. This designation has the potential to greatly impact Hyde County’s
24 economy in positive ways.

25 Commissioner Fletcher made a motion to adopt the Resolution in Support of the Federal Aviation
26 Administration’s Selection of the Hyde County Airport as a Designated Unmanned Aerial Systems
27 Test Range. Mr. Byrd seconded the motion. The motion passed on the following vote: Ayes – Byrd,
28 Pugh, Fletcher and Swindell; Nays – None; Absent or not voting – Tunnell.

29 *Clerk’s Note: A copy of “Resolution in Support of the Federal Aviation Administration’s Selection of*
30 *the Hyde County Airport as a Designated Unmanned Aerial Systems Test Range” is attached herewith*
31 *as Exhibit B and incorporated herein by reference.*

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1 **Resolution Opposing Any Proposed Bans on the Taking of Coyotes in Hyde County**

2 The Southern Environmental law Center has filed a complaint in the US District Court –Eastern
3 District of NC seeking to eliminate coyote hunting in Hyde County as well as the counties of
4 Beaufort, Dare, Tyrrell, and Washington, as they are all part of the designated Red Wolf Recovery
5 Area. Commissioner Pugh made a motion to adopt the Resolution Opposing Any Proposed Bans on
6 the Taking of Coyotes in Hyde County. Mr. Byrd seconded the motion. The motion passed on the
7 following vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays – None; Absent or not voting –
8 Tunnell.

9 *Clerk’s Note: A copy of “Resolution Opposing Any Proposed Bans on the Taking of Coyotes in Hyde
10 County” is attached herewith as Exhibit C and incorporated herein by reference.*

11 **Resolution Supporting Participation in a Joint Land Use Study Program for Seymour
12 Johnson Air Force Base, Goldsboro, North Carolina**

13 This resolution is to show support of a joint land use study which is intended to be used as a
14 comprehensive strategic plan including specific implementation actions to address and prevent
15 incompatible civilian development that may impair the operational utility of military missions or
16 available resources related to such missions. Hyde County is one of seven (7) counties primarily
17 affected by the military operations of Seymour Johnson Air Force Base.

18 Commissioner Byrd made a motion to adopt the Resolution Supporting Participation in a Joint Land
19 Use Study Program for Seymour Johnson Air Force Base, Goldsboro, North Carolina. Mr. Pugh
20 seconded the motion. The motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher and
21 Swindell; Nays – None; Absent or not voting – Tunnell.

22 *Clerk’s Note: A copy of “Resolution Supporting Participation in a Joint Land Use Study Program for
23 Seymour Johnson Air Force Base, Goldsboro, North Carolina” is attached herewith as Exhibit D and
incorporated herein by reference.*

24 **Proclamation: Hyde County as a Purple Heart County**

25 The Purple Heart Proclamation pledges Hyde County’s ongoing commitment to and support for the
26 men and women who serve in the US Military. As there are many current and former residents of
27 Hyde County who have been awarded the Purple Heart Medal for wounds sustained in combat, this
28 proclamation will show the County’s appreciation to those who have served.

29 Commissioner Fletcher made a motion to adopt the Proclamation of Hyde County as a Purple Heart
30 County. Mr. Byrd seconded the motion. The motion passed on the following vote: Ayes – Byrd,
31 Pugh, Fletcher and Swindell; Nays – None; Absent or not voting – Tunnell.

32 *Clerk’s Note: A copy of “Proclamation: Hyde County as a Purple Heart County” is attached herewith
33 as Exhibit E and incorporated herein by reference.*

1 **Ocracoke Storm Water Committee**

2 A meeting held in Ocracoke on November 21, 2013 produced community interest and a
3 considerable number of attendees regarding the ongoing issue of storm water management. As a
4 result of the meeting, the community felt that a county-appointed committee should be formed to
5 guide the development of a comprehensive storm water plan. This committee would: Evaluate
6 proposed solutions to storm water management and treatment; Prioritize short-term and long-term
7 storm water management efforts; and educate the community about solutions that have been
8 identified. A number of entities and people have been suggested for this Committee. The County
9 Manager, Planner, Code Enforcement Officer, Soil and Water Technician, as well as Erin
10 Fleckenstein of the Coastal Federation would serve as ex-officios.

11 Erin Fleckenstein, Coastal Scientist and Regional Manager for the Coastal Federation gave a
12 presentation on the storm water issues facing Ocracoke Village. The presentation included photos of
13 the problem areas with poor drainage. It was recommended to the Board that they create an ad hoc
14 comprised of stakeholders and ex-officios. Another suggestion was to make the committee a sub-
15 committee of the Ocracoke Civic and Business Association (OCBA). Commissioner Byrd made a
16 motion to have the committee be a sub-committee of the OCBA. As no one from the OCBA had
17 responded to the suggestion, Commissioner withdrew his motion and the Board agreed to table the
18 discussion until January's Board of Commissioners meeting.

19 **ABC Board Report**

20 Meredith Nicholson, ABC Board Chair, presented the profit and loss for the month of October as
21 well as the profit and loss for July through October 2013. Ms. Nicholson also made a request on
22 behalf of the ABC Board that the Commissioners allow the ABC Board to forgo paying rent to the
23 County for the Swan Quarter store for the months of December 2013, January, February, and March
24 2014 for a total of \$1,120.00 to be forgiven. She explained that there is an issue with cash flow
25 currently, due to unpaid bills by previous boards and managers.

26 Manager Rich suggested the ABC Board instead delay payment on their loan from the County for
27 four months at a total of \$1,000.00. Ms. Nicholson agreed that was feasible. Commissioner Fletcher
28 made a motion to allow the ABC Board to delay payment of their loan for four months. Mr. Pugh
29 seconded the motion. The motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher and
30 Swindell; Nays – None; Absent or not voting – Tunnell.

31 **Hyde County Airport Consultant Contract**

32 Every five years the State requires that airports advertise for consultants. The Hyde County Airport
33 Advisory Committee recommended that Talbert and Bright, our current consultants, be awarded the
34 new contract. Their fees are based on the amounts of the grants received and what is allowed for
35 administration costs. Commissioner Pugh made a motion to approve the Airport Committees
36 recommendation to contract with Talbert and Bright for consultant services. Mr. Byrd seconded the

1 motion. The motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays
2 – None; Absent or not voting – Tunnell.

3 **Airport Farm Lease**

4 The Hyde County Airport’s farm lease was due to expire in January 2014. The Airport Advisory
5 Committee sent a request for bids to 71 Hyde County farmers as well as advertised the RFP in the
6 Washington Daily News. Five bids were received, with Alligator River Growers placing the highest
7 bid, at \$268.00 per acre for a total yearly amount of \$80,400.00. The Airport Committee’s
8 recommendation to the Board was to award the lease agreement to Alligator River Growers.
9 Commissioner Pugh made a motion to approve the Airport Committees recommendation to lease
10 the Airport Farm to Alligator River Growers for four years at a price of \$268.00 per acre per year.
11 Mr. Byrd seconded the motion. The motion passed on the following vote: Ayes – Byrd, Pugh,
12 Fletcher and Swindell; Nays – None; Absent or not voting – Tunnell.

13 **Adoption of FY Budget Calendar**

14 As required by law, the Board must adopt a calendar to be used to develop the budget for the Fiscal
15 Year 2014-2015. Commissioner Byrd made a motion to adopt the FY 2014 budget calendar as
16 presented by Manager Rich and the Finance Officer. Mr. Pugh seconded the motion. The motion
17 passed on the following vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays – None; Absent or
18 not voting – Tunnell.

19 **2014 Board Retreat Discussion**

20 Manager Rich asked the Board if they would like to hold a retreat during the 2014-2015 budget
21 planning stages or hold all budget discussions in meetings as were done for the 2013-1014 budget.
22 Commissioner Byrd said that he felt a retreat wasn’t necessary. The rest of the Board agreed with
23 Mr. Byrd, therefore no retreat will be scheduled.

24
25 Manager Rich reminded the Board that his manager’s contract calls for an evaluation approximately
26 60 days prior to the one year anniversary of his employment. This evaluation will be conducted at
27 the January 6, 2014 regular Board of Commissioners meeting during a closed session if the Board
28 so choses.

30 **Government Center Repairs**

31 Manager Rich reported that the architect and roofing contractor have identified the problem areas in
32 the Government Center’s roof that are causing the leaks. Manager Rich also said that A.R. Chesson,
33 the original contractor who built the Government Center is willing to take responsibility for any
34 problems with the building that are the company’s fault. Those damages could total as much as
35 \$50,000.00. Manager Rich said he will bring a proposal to the Board at the January Board meeting.

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2 **Records Retention Schedule Amendments**

3 The NC Government Records Section has published changes to records retention schedules for
4 County Management, Register of Deeds, and Tax Administration. These amendments needed to be
5 adopted by the Board. Commissioner Byrd made a motion to adopt the changes. Mr. Pugh seconded
6 the motion. The motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher and Swindell;
7 Nays – None; Absent or not voting – Tunnell.

8

9 **Christmas Party Funding**

10 Commissioner Fletcher inquired about the funding for the County Employee Christmas Party, as to
11 whether the County could legally fund the party. Manager Rich told the Board that he spoke with
12 the UNC School of Government and was informed that the County could legally pay for a party for
13 employees. As this year's party was to be held at a facility owned by a County Employee, the
14 facility, labor, and equipment had to be donated, while the County could pay for the food directly
15 from the distributor.

16 **Personnel Policy Update**

17 Hyde County's Personnel Policy needs to be updated for multiple reasons, including new federally
18 mandated policies, better correlation between State and Local governmental policies, more specific
19 description of sick and holiday pay policies, and updates to the grievance, detrimental personal
20 conduct, and work performance policies. The County Manager, Finance Officer, and Human
21 Resources Officer will be working with Sylvia Johnson of Johnson Personnel to make the needed
22 changes. Manager Rich explained to the Board that the County was directed to update the Personnel
23 Policy by the NCACC and the UNC School of Government. The cost for the updates would be
24 \$2,500.00. The Board felt that it would be best to table discussion and action on making the changes
25 until the next budget cycle. No action taken.

26 **Ocracoke Wood Chipper**

27 The wood chipper located on Ocracoke Island has been deemed a safety hazard, as it is outdated.
28 Funds were discovered in a reserve account for the Utilities Department originally budgeted for a
29 new truck but are available to be used to cover the purchase of a new machine. Commissioner
30 Fletcher made a motion to approve the purchase of the new wood chipper and for County Staff to
31 sell the old chipper on GovDeals.com. Mr. Pugh seconded the motion. The motion passed on the
32 following vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays – None; Absent or not voting –
33 Tunnell.

34 **3PMC, LLC (Thomas Storrs) Property Revaluation Request Update**

35 Mr. Thomas Storrs' petitioned to the Board on October 28, 2013 for a release/redistribution of
36 overpaid taxes on the tract of land owned by 3PMC, LLC on Ocracoke Island. This property (record

1 no. 297) was originally valued at \$1,840,298.00. Mr. Storrs said that he felt the property was being
 2 doubly taxed. Linda Basnight, Tax Administrator spoke with Bob Pearson of Pearson Appraising
 3 and he agreed that the property was being doubly taxed. He informed Ms. Basnight that the value
 4 needed to be adjusted to \$300,298.00. Commissioner Fletcher made a motion to approve the
 5 readjustment and release the excess value of the unencumbered property for the years 2011-2013
 6 and to adjust the unpaid taxes and interest accordingly. Mr. Byrd seconded the motion. The motion
 7 passed on the following vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays – None; Absent or
 8 not voting – Tunnell.

9 **Pungo River VFD Primary Response District Approval**

10 The Office of the State Fire Marshal has requested approval of a map documenting the primary
 11 response district for Pungo River Volunteer Fire Department. Justin Gibbs, Emergency Services
 12 Director, presented the Board with a copy of this map for their approval. Commissioner Byrd made
 13 a motion to approve the district. Mr. Pugh seconded the motion. The motion passed on the
 14 following vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays – None; Absent or not voting –
 15 Tunnell.

16 **Vidant Medical Center Foundation EMS Grant Amendment and Plan for the Expenditure of**
 17 **Funds**

18 Hyde County made a request to the Vidant Medical Center Foundation to remove the contingency
 19 clause in their grant offer stipulating that in order for Hyde County to receive grant funds for EMS
 20 upgrades Beaufort County had to accept the grant as well. Beaufort County Commissioners did not
 21 vote to accept the funds, jeopardizing Hyde County’s vote to accept the funds. The Foundation
 22 agreed to continue with their offer of \$250,000.00 in grant funds for the advancement of emergency
 23 medical services in the County and issued an amendment to the agreement.

24 Based on these developments, Mr. Gibbs proposed the following plan for expenditure of the grant
 25 funds:

Remount two (2) Ambulances	\$160,000.00 +/-
Refurbish one (1) Ambulance	\$5,000.00 +/-
Community Paramedicine Program	\$20,000.00 +/-
New Reporting Software	\$18,000.00 +/-
Mobile Reporting Software	\$15,000.00 +/-
Equipment (Includes: Fetal Heart Tone Monitors, Accuvein Imaging Systems, Ugrading of current Phillips Heartstart Monitors)	\$32,000.00 +/-

26 Commissioner Pugh made a motion to approve the expenditure of grant funds from the Vidant
 27 Medical Center Foundation for the above referenced items. Mr. Byrd seconded the motion. The
 28 motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher and Swindell; Nays – None;
 29 Absent or not voting – Tunnell.

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Budget Matters

The following budget revisions were presented for Board approval:

Line Item	Amount
BR 10-14 Health	\$3,620
BR 11-14 Health	\$8,300
BR 12-14 Health	\$597
BR 13-14 Health	\$61,000
BR 14-14 Health	\$560
Solid Waste	\$20,478
Elections	\$8,404

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

Management Reports:

Commissioner Fletcher: Attended the Ocracoke reception for Representative Torbett

Commissioner Byrd : Attended the Mainland reception for Representative Torbett, reported that he has had productive discussions with the Wildlife Resources Commission regarding Lake Mattamuskeet.

Commissioner Pugh: Attended meetings of the Albemarle Commission, NWDB, and Airport Committee, attended the Grand Opening of the Hyde Transit facility, the NC Sea Grant project meeting, and the Mainland reception for Representative Torbett. He also said that he was contacted by the Friends of the Historic Courthouse, stating they have not received a copy of the building lease. The Friends group also inquired if they would be allowed to obtain a permit to serve wine during events.

Commissioner Swindell: Attended the Mainland reception for Representative Torbett, will try to attend the Engelhard Christmas Parade, thanked the other Board members for the nomination of Board Chairman and appreciates their votes.

Manager’s Update:

Golden LEAF Grant Application - Hyde County has been invited to apply for grant funds in the amount of \$1.5 million for the Revolving Loan Fund. The County has received six inquiries recently from local business seeking funds and if granted these funds would allow for a major expansion of the RLF. Said Hyde County should receive final word on the award, if granted, by June 5, 2014. If these funds are awarded to Hyde County, the RLF would have a balance of approximately \$1,676,000 to lend.

1 **Receptions for Representative Torbett** – Thanked the Board for attending the receptions held for
2 Rep. Torbett. He is a great ally for the County to not be from here and is on many committees that a
3 important to Hyde County’s well-being.

4 **FEMA Update** – Will be going to Washington D.C. in December with McClees Consulting and the
5 Finance Officer to meet with Senators Burr and Hagan and Congressman Jones to garner support in
6 receiving our FEMA reimbursement.

7 **Bonner Bridge and Elimination of Lifeguards at Cape Hatteras National Seashore** – Will be
8 bringing forth resolutions at the January meeting for adoption.

9 **Oregon Inlet** – Said the buoys are gone and the sandbars are not marked. He is talking with Dare
10 County to try and get CAMA and the Army Corp to help.

11 **Partnership for the Sounds** – Funding will be ending in June 2014.

12 **Public Comments:**

13 Chairman Swindell called for comments from the public.

14 Amy Johnson, Ocracoke – Said that the storm water issue has been going on for some time and
15 she’s not sure the Coastal Federation will be the best organization to partner with for the project.
16 She feels that the County should have an engineer from NCDOT figure out how to get the water
17 moved off the roads to the mosquito control ditches. She asked the Board to talk to NCDOT and
18 that Ocracoke residents couldn’t afford higher taxes to cover the costs.

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

20 **Adjourn**

21 With no further business, Commissioner Fletcher made a motion to adjourn the meeting. Mr. Byrd
22 seconded the motion. The motion passed on the following vote: Ayes – Byrd, Pugh, Fletcher and
23 Swindell; Nays – None; Absent or not voting – Tunnell. The meeting adjourned at 7:28p.m.
24

25 Respectfully submitted:

26
27 Minutes approved on the 6th day of January, 2014.
28
29
30
31

32 _____
33 Averi Simmons, Deputy Clerk
34 Hyde County Board of Commissioners

32 _____
33 Barry Swindell, Chair
34 Hyde County Board of Commissioners

- 1 Attachments:
- 2 Exhibit A: *“Resolution of the Hyde County Board of Commissioners Establishing Meeting Dates”*
- 3 Exhibit B: *“Resolution in Support of the Federal Aviation Administration’s Selection of the Hyde County*
- 4 *Airport as a Designated Unmanned Aerial Systems Test Range”*
- 5 Exhibit C: *“Resolution Opposing Any Proposed Bans on the Taking of Coyotes in Hyde County”*
- 6 Exhibit D: *“Resolution Supporting Participation in a Joint Land Use Study Program for Seymour*
- 7 *Johnson Air Force Base, Goldsboro, North Carolina”*
- 8 Exhibit E: *“Proclamation: Hyde County as a Purple Heart County”*

DRAFT

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

Meeting Date: January 6, 2014
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: January 6, 2014
Presenter: Angela Welsh, Albemarle RPO
Attachment: Yes

ITEM TITLE: ALBEMARLE REGIONAL BIKE PLAN

SUMMARY: Angela Welsh of the Albemarle Commission's Rural Planning Organization will give a presentation of the proposed Albemarle Regional Bike Plan. She will also present a resolution supporting the adoption of the plan if the Board chooses to adopt it.

RECOMMEND: Discussion and possible adoption of plan.

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 Supporting the Adoption of the
Albemarle Regional Bicycle Plan**

WHEREAS, the Albemarle Commission, the Albemarle Rural Planning Organization (ARPO), the County of Hyde, other participating local governments, and their subcontractor Alta/Greenways, have prepared the Albemarle Regional Bicycle Plan (the Plan) AND;

WHEREAS, the Plan was financed by North Carolina Department of Transportation grant AND;

WHEREAS, the Vision Statement which guides the Plan states "The Albemarle region is a Bicycle Destination for the World where roadways comfortably accommodate all modes of transportation" AND;

WHEREAS, the planning process for the Plan began in July of 2013 and concluded in October of 2013 and Public participation in the form of workshops, steering committee meetings and the Plan being made available on the Internet played a big role in its development;

NOW, BE IT THEREFOR RESOLVED by the Hyde County Board of Commissioners that the County of Hyde

Duly adopted this the 6th Day of January, 2014.

(SEAL)

Attested by:

Barry Swindell, Chairman
Hyde County Board of Commissioners

Lois Stotesberry, Clerk
Hyde County Board of Commissioners

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

Meeting Date: January 6, 2014
Presenter: Robert Griffin, RGG Architecture, PA
Attachment: Yes

ITEM TITLE: PROPOSED GOVERNMENT CENTER REPAIRS

SUMMARY: Mr. Griffin will present the proposed plan for repairs to the Government Center as negotiated with A.R. Chesson. Mr. Griffin will also present an agreement between A.R. Chesson and Hyde County for the repairs. A copy of this agreement is attached.

RECOMMEND: Discussion and approval of agreement.

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.

 **AIA**® Document A134™ – 2009

**Standard Form of Agreement Between Owner and Construction Manager as
Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed
Maximum Price**

AGREEMENT made as of the first day of January in the year 2014
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

HYDE COUNTY
30 OYSTER CREEK RD
SWAN QUARTER, NC 27885

and the Construction Manager:
(Name, legal status and address)

A.R. CHESSON CONSTRUCTION CO., INC.
P.O. BOX 1147
315 W. MAIN ST.
WILLIAMSTON, NC 27892

for the following Project:
(Name and address or location)

HYDE COUNTY COURTHOUSE AND GOVERNMENT CENTER WATER
PENETRATION REMEDIATION AND BUILDING REPAIRS
30 OYSTER CREEK RD
SWAN QUARTER, NC 27885

The Architect:
(Name, legal status and address)

RGG ARCHITECTURE, PA
101 W. 14th STREET
SUITE 110
GREENVILLE, NC 27834

The Owner's Designated Representative:
(Name, address and other information)

MR. BILL RICH
COUNTY MANAGER
30 OYSTER CREEK RD
SWAN QUARTER, NC 27885

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1198671185)

The Construction Manager's Designated Representative:
(Name, address and other information)

AL R. CHESSON
P.O. BOX 1147
315 W. MAIN ST.
WILLIAMSTON, NC 27892
Telephone Number: 252-792-4486
Fax Number: 252-792-9090
Mobile Number: 252-809-2475
Email Address:

The Architect's Designated Representative:
(Name, address and other information)

ROBERT GRIFFIN, AIA
101 W. 14th STREET
SUITE 110
GREENVILLE, NC 27834
Telephone Number: 919-270-3811
Email Address:

The Owner and Construction Manager agree as follows.

**Methodology for Corrections of Water Penetration and Related Damage
Hyde County Government Center**

The Construction Manager A. R. Chesson Construction Company, Inc. accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner Hyde County to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

The Owner, Architect and Contractor shall review the Contract Documents, (Plans and Specifications of the original design) of the building, subsequent Owner approved modifications to the Contract Documents and the current as built condition of the building. If it is determined by the current Consultant (RGG Architecture, PA), now Owner's Consultant in review with the Owner, that any Contract Document details and conditions were not properly installed or material furnished as per the original approved plans and subsequent Owner approved modifications, the cost to correct those issues and the Owners related cost, shall be borne solely by the General Contractor.

If the work in place is as per the design intent and details of the Contract Documents (Plans and Specifications) and subsequent Owner approved modifications to the Contract Documents was accepted by the original Architect (Brennan Associates) and the Owner's representative at the time of Occupancy, any corrections to those designs shall be at the expense of the Owner as per the terms and conditions of this Agreement.

Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain competitive bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work. The Construction Manager shall review the bids for accuracy, completion, rank the bids in order with recommendations for acceptably and shall deliver

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User Notes:
(1198671185)

such bids to the Owner. Every effort will be made to solicit bids from local responsible subcontractors, suppliers and vendors.

The Owner shall then determine, with the advice of the Construction Manager and the Consultant/Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

The Construction Manager will also be responsible to coordinate the work of all trades to insure that work is performed in a timely and cost effective manner. It is understood that work shall be scheduled with the Owner so as not to minimize any interference with the daily activities of the Owner's employees and the general public.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein, to also include independent Report by Lamm Engineering dated April 1, 2013 and independent report by REI Engineering dated August 15, 2013. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 2.2.4 and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.5. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and

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supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

§ 1.4 Contract Sum, Contract Time and Changes in the Work

The Contract Sum is the actual Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee as defined in Section 5.1. The Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work as certified by the Architect in accordance with Section 9.8 of AIA Document A201-2007. The Contract Time shall be measured from the date of commencement of the Construction Phase as established pursuant to Section 2.3.1.2 of this Agreement. Changes in the Work shall be governed by Section 5.2 of this Agreement and not by Article 7 of A201-2007. If, however, the Contract Time has been established in accordance with Section 2.2.4.5, Article 7 of A201-2007 shall control adjustments to the Contract Time.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Control Estimate; the components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

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§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of any necessary Construction Documents details, necessary for the property renovation or additions to the existing building, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Construction Manager submits a Control Estimate for the Work, pursuant to Section 2.2. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules, including the Control Estimate and the estimated date of Substantial Completion, except as provided in Section 2.2.4.5. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Control Estimate

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Control Estimate for the Owner's review and acceptance. The Control Estimate shall be the sum of the Construction Manager's estimate of the Cost of the Work and the Construction Manager's Fee and shall include those items set forth in Section 2.2.4 below. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing.

§ 2.2.2 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 2.2.3 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Control Estimate for such further development consistent

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with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated in a revised Control Estimate by mutual agreement of the parties.

§ 2.2.4 The Control Estimate shall include

- .1 a list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 a list of the clarifications and assumptions made by the Construction Manager in the preparation of the Control Estimate, including assumptions under Section 2.2.3, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and the Construction Manager's Fee;
- .4 the anticipated date of Substantial Completion upon which the Control Estimate is based, and a schedule for the issuance dates of the Construction Documents upon which the anticipated Substantial Completion date relies; and
- .5 a statement as to whether or not the duration from the stated date of commencement of the Construction Phase to the estimated date of Substantial Completion shall become the Contract Time and be subject to the provisions of Article 8 of A201–2007.

§ 2.2.5 The Owner shall authorize the Architect to incorporate the agreed-upon assumptions and clarifications contained in the Control Estimate. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Drawings and Specifications.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's approval of the Control Estimate or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.1.3 Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost (except as noted in ARTICLE 4 Paragraph 4.1.2) to be reimbursed by the Owner under this Contract as of part of the Cost of the Work.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids where possible from a minimum of three (3) qualified Subcontractors and from suppliers of materials or equipment fabricated especially for the Work Owner (with emphasis placed on local sub trades and vendors) and shall deliver such bids with Construction Manager review and recommendations to the Owner. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.3 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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§ 2.3.2.4 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.5 Upon the Owner's approval of the Control Estimate, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.6 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project constants, and criteria including schedule flexibility and site restrictions.

§ 3.1.2 Prior to the Owner's approval of the Control Estimate, or within seven days of receiving the Owner's written acknowledgment required by Section 2.2.1, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable,

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grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all Owner related legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect/Consultant as noted in this Contract to provide those duties and responsibilities necessary for the execution of this Contract. Any cost incurred by the Owner related to the Architect/Consultants services, duties and responsibilities that were made necessary as a result of any Contract Document details and conditions were not properly installed or material furnished as per the original approved plans and subsequent Owner approved modifications, by the General Contractor shall be borne solely by the General Contractor as a part of this Contract.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

An allowance in the amount of \$5,000 for the Project Manager and Al Chesson's time for meeting on site with the Architect/Consultant and Owner to determine the scope of work. To be billed hourly on an actual cost not to exceed basis plus reimbursable expenses which include tow site visits plus printing and postage.

Hourly Rate for CM:

Al R. Chesson \$75.00

Project Manager, Chris Jones \$50.00

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ninety (90) days of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services and the Construction Manager's costs for the mandatory and

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customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice with proper supporting documentation. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

%

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Cost of the work, cost of defined general conditions to deliver the agreed upon work plus a Construction Manager fee of Six Percent (6%)

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Cost of the work, cost of defined general conditions to deliver the agreed upon work plus a Construction Manager fee of Six Percent (6%)

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed the cost paid for comparable equipment put at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 5.2 Changes in the Work

§ 5.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. The Construction Manager shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 5.2.2 Increased costs for the items set forth in Sections 6.1 through 6.7 that result from changes in the Work shall become part of the Cost of the Work, and the Construction Manager's Fee shall be adjusted as provided in Section 5.1.2.

Init.

§ 5.2.3 If the Construction Manager receives any Drawings, Specifications, interpretations or instructions from the Owner or Architect which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work or estimated date of Substantial Completion in comparison with the Control Estimate, the Construction Manager shall promptly notify the Owner and Architect in writing and shall not proceed with the affected Work until the Construction Manager receives further written instructions from the Owner and Architect.

§ 5.2.4 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

(Paragraph deleted)

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work. Mileage will be reimbursed at a rate of \$0.56 per mile.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution

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of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

(Paragraph deleted)

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not to Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 through 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 through 6.7; and
- .7 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work.

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User Notes:

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equipment, goods or service from the related party, as a Subcontractor, according to the terms of Page 2 (The Owner and Construction Manager agree as follows in Methodology for Corrections of Water Penetration and Related Damage Hyde County Government Center).

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment.

§ 7.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Section 6.1.1;
- .2 Add the Construction Manager's Fee, less retainage of five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the preceding Section 7.1.6.1 at the rate stated in Section 5.1.1; or if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

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- .6 Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for Payment as provided in the Contract Documents.

§ 7.1.7 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.8 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.9 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment.

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ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007. Bonding requirements and any additional liability insurance (if required) beyond those outlined in Article 11 of the AIA Document A201-2001 will be made a part of this Contract by mutual agreement when determined by Owner and Legal Counsel. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Negotiation first, if dispute resolution not achieved through Negotiation, then Litigation in a court of competent jurisdiction.

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. See Page 2 (The Owner and Construction Manager agree as follows in Methodology for Corrections of Water Penetration and Related Damage Hyde County Government Center)

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Owner's Approval of the Control Estimate

§ 10.1.1 Prior to the Owner's approval of the Control Estimate, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no

event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 In the event of termination of this Agreement pursuant to Section 10.1.1, after the commencement of the Construction Phase but prior to the Owner's approval of the Control Estimate, the Owner shall pay to the Construction Manager under Section 10.1.2 an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to the Owner's Approval of the Control Estimate

§ 10.2.1 Subsequent to the Owner's approval of the Control Estimate, the Contract may be terminated as provided in Sections 14.1.1, 14.1.2 and 14.2.1 of A201-2007. The provisions of Article 14 of A201-2007 do not otherwise apply to this Section 10.2.

§ 10.2.2 In the event of such termination by the Owner, the amount payable to the Construction Manager shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement, less any compensation that may be awarded to the Owner pursuant to Article 9.

§ 10.2.3 In the event of such termination by the Construction Manager, the amount payable to the Construction Manager shall be in accordance with Sections 10.1.2 and 10.1.3 of this Agreement, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.2.4 In addition to the Owner's right to terminate this Agreement for cause as provided in Section 14.2.1 of A201-2007, the Owner may terminate this Agreement for convenience as provided in Section 14.4; however, the Owner shall then only pay the Construction Manager an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

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§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Control Estimate and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.2.4 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

This Contract will be interpreted, construed and enforced in all respects in accordance with the laws of the State of North Carolina.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A134-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction

(Paragraphs deleted)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*



CONSTRUCTION MANAGER *(Signature)*

MR. BILL RICH, HYDE COUNTY MANAGER
(Printed name and title)

AL R. CHESSON, PRESIDENT
(Printed name and title)

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

Meeting Date: January 6, 2014
Presenter: Wesley P. Smith, Health Director
Attachment: Yes

ITEM TITLE: Reappointments to Hyde County Board of Health

SUMMARY: At the quarterly meeting held on December 17, 2013 the Hyde County Board of Health recommended the reappointment of the following board members to their respective second (2nd) three (3) year term of office: (1) Dr. Erin Baker - Physician and (2) Kenneth Collier – ILO (in lieu of) a Dentist. The first (1st) three year term of office for Dr. Baker expired in December of 2013, while the first (1st) three year term of Mr. Collier expires in January of 2014. Both have agreed to serve a second (2nd) three year term.

RECOMMEND: APPROVE REAPPOINTMENTS OF DR. ERIN BAKER AND KENNETH COLLIER TO A SECOND, THREE-YEAR TERM ON THE HYDE COUNTY BOARD OF 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.

Averi Simmons

From: Saved by Windows Internet Explorer 8
Sent: Thursday, December 22, 2011 3:48 PM
Subject: GS_130A-35

§ 130A-35. County board of health; appointment; terms.

(a) A county board of health shall be the policy-making, rule-making and adjudicatory body for a county health department.

(b) The members of a county board of health shall be appointed by the county board of commissioners. The board shall be composed of 11 members. The composition of the board shall reasonably reflect the population makeup of the county and shall include: one physician licensed to practice medicine in this State, one licensed dentist, one licensed optometrist, one licensed veterinarian, one registered nurse, one licensed pharmacist, one county commissioner, one professional engineer, and three representatives of the general public. Except as otherwise provided in this section, all members shall be residents of the county. If there is not a licensed physician, a licensed dentist, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer available for appointment, an additional representative of the general public shall be appointed. If however, one of the designated professions has only one person residing in the county, the county commissioners shall have the option of appointing that person or a member of the general public. In the event a licensed optometrist who is a resident of the county is not available for appointment, then the county commissioners shall have the option of appointing either a licensed optometrist who is a resident of another county or a member of the general public.

(c) Except as provided in this subsection, members of a county board of health shall serve three-year terms. No member may serve more than three consecutive three-year terms unless the member is the only person residing in the county who represents one of the professions designated in subsection (b) of this section. The county commissioner member shall serve only as long as the member is a county commissioner. When a representative of the general public is appointed due to the unavailability of a licensed physician, a licensed dentist, a resident licensed optometrist or a nonresident licensed optometrist as authorized by subsection (b) of this section, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer, that member shall serve only until a licensed physician, a licensed dentist, a licensed resident or nonresident optometrist, a licensed veterinarian, a registered nurse, a licensed pharmacist, or a professional engineer becomes available for appointment. In order to establish a uniform staggered term structure for the board, a member may be appointed for less than a three-year term.

(d) Vacancies shall be filled for any unexpired portion of a term.

(e) A chairperson shall be elected annually by a county board of health. The local health director shall serve as secretary to the board.

(f) A majority of the members shall constitute a quorum.

(g) A member may be removed from office by the county board of commissioners for:

- (1) Commission of a felony or other crime involving moral turpitude;
- (2) Violation of a State law governing conflict of interest;
- (3) Violation of a written policy adopted by the county board of commissioners;
- (4) Habitual failure to attend meetings;
- (5) Conduct that tends to bring the office into disrepute; or
- (6) Failure to maintain qualifications for appointment required under subsection (b) of this section.

A board member may be removed only after the member has been given written notice of the basis for removal and has had the opportunity to respond.

(h) A member may receive a per diem in an amount established by the county board of commissioners. Reimbursement for subsistence and travel shall be in accordance with a policy set by the county board of commissioners.

(i) The board shall meet at least quarterly. The chairperson or three of the members may call a special meeting. (1901, c. 245, s. 3; Rev., s. 4444; 1911, c. 62, s. 9; C.S., s. 7604; 1931, c. 149; 1941, c. 185; 1945, c. 99; c. 1030, s. 2; 1947, c. 474, s. 3; 1951, c. 92; 1957, c. 1357, s. 1; 1963, c. 359; 1967, c. 1224, s. 1; 1969, c. 719, s. 1; 1971, c. 175, s. 1; c. 940, s. 1; 1973, c. 137, s. 1; c. 1151; 1975, c. 272; 1979, c. 621; 1981, c. 104; 1983, c. 891, s. 2; 1985, c. 418, s. 1; 1987, c. 84, s. 1; 1989, c. 764, s. 2; 1995, c. 264, s. 1; 2009-447, s. 1.)

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

Meeting Date: January 6, 2014
Presenter: Wesley P. Smith, Health Director
Attachment: Yes

ITEM TITLE: 2013 State of the County Health (SOTCH) Report

SUMMARY: Every four (4) years, Local Health Departments (LHDs) are required to submit a comprehensive Community Health Assessment (CHA), which requires the collection of primary and secondary data at the county level. The most recent CHA for Hyde County was conducted in 2011. Typically, during the three (3) interim years, the local health department will issue a State-of-the-County's Health Report that provides updated information about the priority health issues specific to the county. The results are to be disseminated to local health department stakeholders, community partners and the general population. Not for profit hospitals are now required to conduct a comprehensive health needs assessment (CHNA) every 36 months. Therefore, this will be the second (and final) SOTCH report that is required for the 2011 Community Health Assessment. The next full CHA for Hyde County will be conducted in 2014, and will allow Hyde County Health Department to align with Vidant Health Systems and share resources and data that are beneficial to both agencies.

RECOMMEND: RECEIVE THE ATTACHED 2013 STATE OF THE COUNTY HEALTH REPORT FOR HYDE COUNTY, AFTER A BRIEF PRESENTATION BY ELIZABETH MUMM, PUBLIC HEALTH EDUCATOR II

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 Partners for Health

2013 State of the County Health (SOTCH) Report

MISSION

Hyde Partners for Health envisions Hyde County being the healthiest county in our state with education and prevention that offers teen-focused fitness activities and improving overall health of Hyde County for prevention and overall community cohesion.

What is the State of the County Health (SOTCH) Report?
The SOTCH Report is a supplemental report to the Community Health Assessment (CHA). The CHA is conducted every four years and the SOTCH report is distributed every year in between to provide current updates or information that pertain to priority areas identified in the Community Health Assessment.

The complete 2011 Community Health Assessment can be viewed at: www.hydehealth.com

HEALTH PRIORITIES IDENTIFIED IN THE 2011 COMMUNITY HEALTH ASSESSMENT

Hyde Partners for Health continues its partnership from the Community Health Assessment Team with local agencies, organizations, and faith-based communities to address priority health issues as identified in the 2011 Community Health Assessment. The five health priorities are: 1) Physical Activity, Nutrition, and Obesity; 2) Chronic Disease Management; 3) Tobacco, Substance, and Alcohol Abuse; 4) Access to Oral Health; and 5) Primary Care.

2013 HIGHLIGHTS & INITIATIVES

Access to Primary Care Task Force - Albemarle Hospital Foundation received grant funding from the North Carolina Office of Rural Health and Community Care and the Kate B. Reynolds Charitable Trust to provide primary care via telemedicine at the Hyde County Health Department. Primary care services begun on February 26, 2013, treating acute and chronic illnesses. To date there have been over 130 appointments and 70 patients served. Kate B. Reynolds awarded

additional funding to the Hyde County Health Department for 2014 for the enhancement of telemedicine services to include specialty care.

**Top three leading causes of death NC and County specific: 2007-2011 Age Adjusted Death Rates per 100,000 Population*



Hyde County
At-A-Glance

2012 Estimated Population: **5,797**
Land Area: **1,424 sq. miles**
Median Income: **\$33,768**
Poverty Rate: **21.1%**

Source: NC Center for Health Statistics and the US Census Bureau, 2012 <http://accessnc.commerce.state.nc.us/docs/county/Profile/NC/37095.pdf> Accessed 11/2013

*Leading Causes of Death			
Cause	County Rate 2006-2010	County Rate 2007-2011	State Rate
Cancer	214.7	231.0	179.7
Diseases of the heart	210.3	192.9	179.3
Cerebrovascular Disease	87.3	83.0	46.0
Chronic lower respiratory diseases	50.8	57.1	46.6

Local Physical Activity, Nutrition and Obesity Task Force (LPAN) highlights the need for obesity prevention programs with a focus on increasing physical activity and fruit and vegetable consumption among adults and adolescents. They engage the communities as new action plans are developed to address the health priorities identified in the CHA.

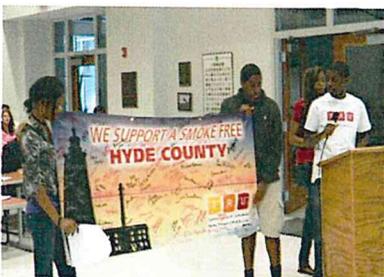
In collaboration with Region 9 Community Transformation Grant project (CTG-P) to support strategies, Hyde Walks! Leader guides provided interpretation, maps, and signage from acquisition of a joint use agreement between the school and county, to use trail and gardens for active living and healthy eating. An online worksite



walking competition was launched with 242 miles and 71 hours logged. As established partners from the 21st Century Learning Grant at the local school, Kate B. Reynolds Charitable Trust funded the collaborative project using the socio-ecological model for community change. The Change for Good project targeted to healthy eating and active living updated community gardens at Mattamuskeet School. Another collaborative at Pleasant Grove Missionary Baptist Church built capacity with Project DIRECT Legacy advisory board, NC DOT, Rose Acres and Hyde County Cooperative Extension to provide over 100 lbs of produce for the despaired population in the Green Hill Community. The task force created monthly electronic sign health messages, a billboard, and continues to offer “Eat Smart, Move More Maintain, Don’t Gain” Holiday Challenge for the 2013 holiday season. This program delivers free weekly newsletters via email that include healthy recipes, tips and information to help participants successfully navigate the holiday season and maintain their weight rather than gain.



Tobacco, Substance and Alcohol Abuse Task Force – is working to provide education and outreach among adolescents and adults.



TRU and I SPEAK student club members stood before the Hyde County Commissioners with over 200 signatures collected requesting an ordinance for smoke free property. The meeting represented the culmination of an ongoing campaign mounted by the youth groups to raise awareness of the dangers posed by second hand smoke exposure and the benefits of local regulations that prevent it.

A seven-week clinic will be offered to help individuals learn how to overcome tobacco addiction for better health and extra money.

AMERICAN LUNG ASSOCIATION.



Chronic Disease Management Task Force – An advisory board for Project DIRECT Legacy for Men and their Families lay leaders with churches secured funding from Vidant Pungo Hospital Community Benefits Program to update training and licensure with Albemarle Commission Area Agency on Aging, to support self-management programs for diabetes, heart disease, stroke, and obesity. They host ongoing walking groups in townships as well as a health forum with over 60 participants with screenings and education. Hyde County Cooperative Extension, local public libraries, and the Change for Good project secured 40 on-line provider prescribed Eat Smart Move More Weigh Less program slots for lifelong physical activity and healthy eating lessons to decrease chronic diseases and weight loss by 2015.



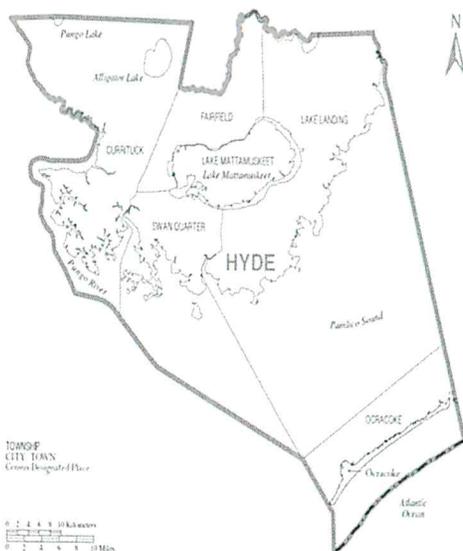
COUNTY/ STATE	Uninsured RATE 2009-2010	2010-2011
North Carolina	19.6%	18.9%
Hyde	23.3%	20.9%

Hyde County’s unemployment rate for July of 2013 was 7.3% (NC rate: 9.5%).

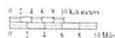
Uninsured Population – Hyde County has higher uninsured rates than the state.

Cost of Living - Economic barriers affecting healthy lifestyle choices continue to be an issue. In general, increasing income levels correspond with gains in health and health outcomes. People in poverty more often have poorer health outcomes compared to their counterparts. Impoverished adults are more likely to have chronic disease such as heart disease and diabetes, and poor children are more likely to be in fair or poor health. Those in poverty, underinsured, or uninsured are more likely to have problems paying for basic needs such as food, medical care, heat, housing, and transportation.

Access to Dental Care - During the 2012/2013 school year, the Dare County Miles of Smiles Dental Van visited Mattamuskeet Campus two times where they served students from Mattamuskeet Elementary, Middle, High, Hyde County Early College and Hyde County Head Start. The Dental Van also served students from Ocracoke School while stationed at Hatteras Elementary. During this time the Dental Van served over 62 students, providing services such as routine cleanings, x-rays, fillings, fluoride treatments and extractions in some cases, as well as informing the students seen on dental care and prevention of dental caries. The Miles of Smiles Dental Program was started with monies from the Kate B. Reynolds Charitable Trust but is now self-sustaining. The Dental Program accepts multiple insurances including Medicaid and NC Health Choice. If a student is uninsured, that student can pay based on a sliding scale fee through the Hyde County Health Department. Oral health is related to well-being and quality of life. Diet, nutrition, sleep, psychological status, social interaction, school, and work are affected by impaired oral health. A short-term solution for dental care has been provided by the Mission of Mercy Dental Clinic in Dare County for adults throughout the region.



TOWNSHIP CITY TOWN
County Designated Place



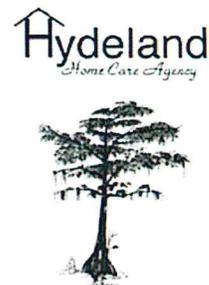
NEW & EMERGING ISSUES

The county is anticipating reductions in products and services from education and healthcare. A new funding allocation's formula for Hyde County Public Schools is projected to eliminate 24 teaching positions over the next three years.

Vidant Pungo Hospital Board of Directors voted on a plan to close Vidant Pungo Hospital and build a state-of-the-art 24/7 multispecialty care clinic that will not include an emergency department.

Vidant Health Foundation is providing grant in-aid to Hyde County to upgrade current emergency transportation vehicles and enhance emergency services in preparation of the hospital closing.

The United Methodist Disaster Response (UMDR) established their office at O.A. Peay School immediately after the impact of Hurricane Irene and Sandy. Temporary housing was constructed in the gym to accommodate volunteers. This is the third year of recovery from Hurricanes Irene and Sandy devastation. The UMDR has received over 657 applicants for assistance. Hundreds of these clients have already been assisted in the recovery process.



Hydeland Home Care Agency is a unit of Hyde County Health Department. It is a Medicare certified home health agency serving Hyde, Beaufort and Washington Counties since 1987.

BECOME INVOLVED

The 2013 State of the County Health Report will be disseminated to Board of Health and Board of County Commissioners during their public meetings as well as with Hyde Partners for Health partnering agency events and other community health fairs. To find out how you can become involved in the initiatives you have read about, for more information about this report, or to obtain a copy of the 2013 State of the County Health Report and the 2011 Community Health Assessment, please call 926-4399 or visit www.hydehealth.com.

For more information about Hyde Partners for Health call 252-926-4399

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

Meeting Date: January 6, 2014
Presenter: Wesley P. Smith, Health Director
Attachment: Yes

ITEM TITLE: Revisions/Additions to Fee Schedule Approved for FY 2011-2012

SUMMARY: At the quarterly meeting held on December 17, 2013 the Hyde County Board of Health approved revisions and/or additions to the Fee Schedule previously approved for fiscal year 2011-2012, with an effective date of October 23, 2013. Local health departments must receive approval of both the Board of Health and Board of County Commissioners for new or revised fee schedules.

RECOMMEND: APPROVE ATTACHED REVISED FEE SCHEDULE

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 Health Department

P.O. Box 100
1151 Main Street
Swan Quarter, N.C. 27885

(252) 926-4200



*From the Lodge to the Lighthouse
We're striving for a healthier Hyde*

*Wesley P. Smith
Health Director*

Revisions/Additions to Fee Schedule Approved for Fiscal Year 2011-2012

CPT	Description	Fee
59430	Postpartum Visit	\$110.00*
D0145	Oral Evaluation	\$51.00**
D1206	Fluoride Application	\$21.00**

*Based on Medicaid rate of \$109.17

**Previously approved by Board of Health in FY 2010-11; services discontinued in FY 2011-12; services reinstated in FY 2013-14

These revisions/additions to the Fee Schedule for Fiscal Year 2011-12, with an effective date of October 23, 2013, were reviewed and approved by the Hyde County Board of Health and Hyde County Board of Commissioners on the below respective dates:

Revisions/Additions to Fee Schedule Approved for Fiscal Year 2011-2012

✓ Randy Hignite
Chair, Hyde County Board of Health

✓ 12-17-13
Date

Chair, Hyde County Board of Commissioners

Date

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

Meeting Date: January 6, 2014
Presenter: Chris Hilbert, HCP
Attachment: Yes

ITEM TITLE: REVISED POLICIES FOR HMGP - IRENE

SUMMARY: Chris Hilbert of Holland Consulting Planners will present the following items pertaining to the Hazard Mitigation Grant Program for elevation of 5 homes flooded as a result of Hurricane Irene:

1. Resolution Approving Administrative Guidelines and Policies
2. Program Budget Ordinance
3. Financial Management Resolution
4. Elevation Contract Award Policy
5. Local Economic Benefit for Low and Very Low Income Persons Plan
6. Equal Employment and Procurement Policy
7. Designation of Applicant's Agent

RECOMMEND: Discussion and adoption of all policies.

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 HURRICANE IRENE HAZARD MITIGATION GRANT PROGRAM (HMGP)
Resolution Approving Administrative Guidelines and Policies

WHEREAS, Hyde County wishes to carry out its Hurricane Irene Hazard Mitigation Program (HMGP) in accordance with established state and federal administrative guidelines.

NOW, THEREFORE, the Hyde County Board of Commissioners hereby collectively adopts the following resolutions, guidelines, plans and policies, and resolves that they be utilized during the administration of the Hyde County Hurricane Irene Hazard Mitigation Program (HMGP):

1. Project Budget Ordinance
2. Financial Management Resolution
3. Elevation Contract Award Policy
4. Local Economic Benefit for LMI Persons (Section 3) Plan
5. Equal Employment and Procurement Policy
6. Temporary Relocation Policy
7. Designation of Project Agent

Adopted this 6th day of January, 2014,

Barry Swindell, Chair
Hyde County Board of Commissioners

ATTEST:

Averi Simmons, Deputy Clerk to the Board

HYDE COUNTY HURRICANE IRENE HAZARD MITIGATION PROGRAM (HMGP)
Program Budget Ordinance

Be it ordained by the Hyde County Board of Commissioners, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant program ordinance is hereby adopted:

Section 1. The program authorized is the Hyde County Hurricane Irene Hazard Mitigation Grant Program (HMGP) described in the work statement contained in the grant agreement (#HMGP-4019-0023) between Hyde County and the North Carolina Division of Emergency Management. This program is more familiarly known as the Hyde County Hurricane Irene HMGP.

Section 2. Hyde County staff is hereby directed to proceed with the grant program within the terms of the grant document(s), the rules and regulations of the North Carolina Division of Emergency Management, and the budget contained herein.

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

<u>Hurricane Irene Hazard Mitigation Program (HMGP)</u>	
HMGP Grant	\$325,288.00
Total	\$325,288.00

Section 4. The following amounts are appropriated for the program activities:

<u>Hurricane Irene Hazard Mitigation Program (HMGP)</u>	
Program Budget	\$325,288.00

Section 5. The Grant Finance Officer is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Division of Emergency Management required by the grant agreement(s) and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Division of Emergency Management in an orderly and timely manner.

Section 7. The Grant Finance Officer is directed to report quarterly on the financial status of each program element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Grant Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant program in every budget submission made to this council.

Section 9. Copies of this grant program ordinance shall be made available to the Grant Finance Officer for direction in carrying out this program.

Adopted this 6th day of January, 2014,

Barry Swindell, Chair
Hyde County Board of Commissioners

ATTEST:

Averi Simmons, Deputy Clerk to the Board

**HYDE COUNTY HURRICANE IRENE HAZARD MITIGATION GRANT PROGRAM (HMGP)
Financial Management Resolution**

WHEREAS, Hyde County has received a Hurricane Irene Hazard Mitigation (HMGP) Program Grant in the amount of \$325,288.00, and has committed other revenues to the program; and

WHEREAS, the North Carolina Administrative Code regulations require that the county designate a Grant Finance Officer and a depository for HMGP Program grant funds;

NOW, THEREFORE, Hyde County hereby resolves the following:

- (1) Corrinne Gibbs, Finance Director, will serve as Grant Finance Officer, and will be responsible for financial management of the program according to the requirements of the North Carolina Administrative Code and North Carolina General Statute requirements.
- (2) Vantage South Bank, in Engelhard, NC, is hereby designated as the official depository for revenues budgeted for the PDM Program.

Adopted this 6th day of January, 2014,

Barry Swindell, Chair
Hyde County Board of Commissioners

ATTEST:

Averi Simmons, Deputy Clerk to the Board

HYDE COUNTY HURRICANE IRENE HAZARD MITIGATION GRANT PROGRAM (HMGP)
Elevation Contract Award Policy

During the performance of housing elevation activities included in the Hyde County Hurricane Irene Hazard Mitigation Grant (HMGP) Program, the county will utilize the following guidelines in the award of contracts to contractors who bid on the elevation of specific dwelling units:

- 1) The county shall reserve the right to reject bids and rescind contract awards if one of the following conditions has not been met:
 - a. The contractor must have turned in all required forms, credit report, references, etc., with his bid;
 - b. The contractor must have references and a past working record acceptable to the HMGP Administrator prior to the HMGP Administrator's recommendation of award to the Hyde County Board of Commissioners;
 - c. The contractor must have demonstrated the ability to meet the performance criteria established in the Instructions to Bidders and the elevation contract.
 - d. The contractor must have demonstrated the ability to meet standards of workmanship outlined in the construction specifications as witnessed by the HMGP Administrator.
- 2) Assessment of conditions 1(c) and 1(d) above shall be based on the HMGP Administrator's review of contractor references and work performed in other locations, if the contractor has not performed recent elevation work for Hyde County.
- 3) If construction estimates are prepared, no contract award shall be made if the contract price is less than 85% or more than 115% of the HMGP Administrator's final estimate. The HMGP Administrator will document negotiation of bids and/or estimates before contract awards are made.
- 4) In a case where an individual contractor is performing adequately, but he is the low bidder on more houses than he can complete within 120 days following the bid opening, (based on past performance), the county shall reserve the right to reject bids for those surplus houses, and award those houses to the next lowest bidders meeting the guidelines outlined herein, in the interest of efficient completion of elevation activities. The county also reserves the right to reject bids and award contracts to alternate bidders in the interest of maintaining an efficient work schedule consistent with performance standards mandated by the funding agency.
- 5) The county reserves the right to rescind contract awards made prior to contract execution if circumstances beyond the control of the county, including directives by the funding agency or homeowner's non-participation, prohibit the county's participation in the contract as Owner's Representative.
- 6) Any action, either restrictive or affirmative, taken under these guidelines, shall be in the interest of an efficiently-managed HMGP program, and will be without self-interest on the part of any member of the Hyde County Board of Commissioners or county staff; and furthermore, shall be without regard to race, creed, sex, color, or national origin.

- 7) The Hyde County Manager has demonstrated the ability to coordinate grant program activities with this Board. The Hyde County Board of Commissioners also realizes the importance of prompt action in the interest of maintaining satisfactory work progress. Therefore, the Hyde County Manager is hereby authorized to approve and execute all elevation change orders less than 15% of current contract value.

Adopted this 6th day of January, 2014,

Barry Swindell, Chair
Hyde County Board of Commissioners

ATTEST:

Averi Simmons, Deputy Clerk to the Board

HYDE COUNTY HURRICANE IRENE HAZARD MITIGATION PROGRAM (HMGP)
Local Economic Benefit for Low and Very Low Income Persons Plan

To insure that to the greatest extent possible contracts for work are awarded to business concerns located in or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, Hyde County (hereinafter called "the county") has developed and hereby adopts the following Section 3 Plan:

1. This Section 3 Plan shall apply to services needed in connection with the Hurricane Irene Hazard Mitigation Grant Program (HMGP) including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance & repair, etc.
2. The Section 3 project area for the purpose of the HMGP Program shall include all of Hyde County, Beaufort County, and Tyrrell County.
3. When in need of a service, the county will identify suppliers, contractors, or subcontractors located in the Section 3 area. Resources for this identification shall include the North Carolina Historically Underutilized Business Office (HUB), local directories, and the Small Business Administration local offices. Word of mouth recommendations shall also be used as a source. Where deemed necessary, listings from any agency noted above shall be distributed to prime contractors as potential sources of subcontractors and suppliers.
4. The county will include required Section 3 clauses in all contracts executed under this HMGP Program. Where deemed necessary, listings from any agency noted in Item 3, above, shall be included as well as sources of subcontracts and suppliers.
5. Each elevation contractor shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.
6. All jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; all contracts will be listed with the North Carolina Historically Underutilized Business (HUB) office; potential employees and businesses may seek development and training assistance through various state and local agencies.

Adopted this 6th day of January, 2014,

Barry Swindell, Chair
Hyde County Board of Commissioners

ATTEST:

Averi Simmons, Deputy Clerk to the Board

**HYDE COUNTY HURRICANE IRENE HAZARD MITIGATION GRANT PROGRAM (HMGP)
Equal Employment and Procurement Policy**

A. GENERAL EQUAL EMPLOYMENT AND PROCUREMENT POLICY

Hyde County maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the county prohibits any retaliatory action of any kind taken by any employee of the county against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The county shall strive for greater utilization of all persons by identifying previously underutilized groups in the work force, such as minorities, women, and the handicapped, and by making special efforts toward their recruitment, selection, development, upward mobility, and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the County Manager and/or other persons designated by the Hyde County Board of Commissioners to assist in the implementation of this policy statement.

The county shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of equal employment opportunity and affirmative action will be presented to the Hyde County Board of Commissioners by the County Manager.

The county is committed to this policy and is aware that with its implementation the county will receive positive benefits through the greater utilization and development of all its human resources.

B. PROCUREMENT POLICY FOR FEDERAL GRANT PROGRAMS

All procurement of goods and services by Hyde County with HMGP grant funds shall be accomplished in accordance with the regulations of 44CFR13.36 or the North Carolina General Statutes applying to procurement in general by North Carolina municipalities/ counties.

When the federal and state regulations are different, the more restrictive regulations shall apply to the procurement in question. Additionally, the county will adhere to the following guidelines during procurement of goods and services with federal funds:

1. In all cases where goods or services are procured on the basis of one bid or proposal received, the county will follow established principles included in OMB Circular A-87 to verify the reasonable cost of the procurement, and shall contact the state agency supervising the grant program before making any contract award on the basis of non-competitive negotiation.

2. Historically underutilized businesses, including women- and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the county, and such firm(s) shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for goods and services.
3. The county shall develop a written statement of work for each service to be awarded on the basis of competitive negotiation, which shall include descriptions of tasks to be completed, project timetables, and an outline of fee proposal requirements. The statement of work shall also include a written selection procedure. All competitive negotiations shall be awarded strictly on the basis of written selection procedures, and cost shall not be the sole or more important factor in selection of services through the use of competitive negotiation.
4. Prior to any contract award, the county shall verify the contractor's eligibility to participate in a federally-assisted program.
5. No consultant or bidder shall assist in evaluation of proposals or bid packages for contracts in which that consultant or bidder has an indirect or direct interest. The county shall adhere to all applicable federal and state conflict of interest regulations in making contract awards.
6. The county shall request references, or check references, of contractors or firms who are awarded contracts with federal grant funds, and will request a written warranty for all goods and services provided through small purchase requests.
7. The county shall not award any contracts for federally-assisted projects on a contingency or cost plus percentage of cost basis.

Adopted this 6th day of January, 2014,

Barry Swindell, Chair
Hyde County Board of Commissioners

ATTEST:

Averi Simmons, Deputy Clerk to the Board

HYDE COUNTY HURRICANE IRENE HAZARD MITIGATION GRANT PROGRAM (HMGP)
Designation of Applicant's Agent

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HYDE COUNTY
(Governing Body) *(Public Entity)*

THAT Hyde County, a public entity established under the laws of the State of North Carolina, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurance and agreements printed on the reverse side hereof.

Passed and approved this 6th day of January, 2014.

Barry Swindell, Chair
Hyde County Board of Commissioners

CERTIFICATION

I, Averil Simmons, duly appointed Deputy Clerk to the Board of Commissioners of Hyde County, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Commissioners of Hyde County, on the 6th day of January, 2014.

Deputy Clerk to the Board
(Official Position)

(Signature)

January 6, 2014
(Date)

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization): Hyde County		Disaster Number: Hurricane Irene Hazard Mitigation Grant Program	
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): North Carolina Department of Crime Control and Public Safety			
Applicant's Fiscal Year (FY) Start	Month: July	Day: 1	
Applicant's Federal Employer's Identification Number: 56-60000-308			
Applicant's Federal Information Processing Standards (FIPS) Number:			

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Kris Noble	Agent's Name Corrinne Gibbs
Organization Hyde County Government	Organization Hyde County Government
Official Position Planning Director	Official Position Finance Officer
Mailing Address PO Box 188 City, State, Zip Swan Quarter, NC 27885	Mailing Address PO Box 188 City, State, Zip Swan Quarter, NC 27885
Daytime Telephone (252) 926-4180	Daytime Telephone (252) 926-4193
Facsimile Number (252) 926-3701	Facsimile Number (252) 926-3701
Pager or Cellular Number na	Pager or Cellular Number na

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally.

PASSED AND APPROVED this _____ day of _____, 20_____.

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Hyde County Board of Commissioners	Name Averi Simmons
Name and Title	Official Position Deputy Clerk to the Board of Commissioners
Name and Title Chairman, Hyde County Board of Commissioners	Daytime Telephone (252) 926-3701

CERTIFICATION

I, Averi Simmons (Name) duly appointed and Deputy Clerk (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Hyde County (Organization) on the 6th day of January , 2014

Date: _____ Signature: _____

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including, but not limited to the following authorities: OMB Circulars Nos. A-87, A-95, A-102 and A-110, where applicable, and Part 13 of Title 44 of the Code of Federal Regulations (C.F.R.), as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurance contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grant or agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 205, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishment of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, P.L. 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assurance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2014
Presenter: Kris Noble
Attachment: Yes. Revised Project Budget Ordinance

ITEM TITLE: CDBG Contingency Project Budget Ordinance Revision

SUMMARY:

Hyde County is extending the sewer service from the western end of the Engelhard Sanitary District down US Hwy 264. The county has completed a revised environmental review; submitted a Special Order by Consent for the Engelhard Sanitary District to DENR; and successfully bid, negotiated a contract, and proceeded with the construction phase of the project. The force main and all STEP pump systems are in place and the only remaining items of work are pump testing and individual plumbing and electrical connections to the 30 units being provided public sewer service.

During a construction progress meeting on 11/6/13, the project engineer and contractor advised the county staff and CDBG management consultant that there were some concerns by both the Sanitary District and the county building inspector related to 1) pre-existing "gray water" discharges outside the existing septic tanks, and 2) suggested modifications to existing electrical panel boxes to accommodate the extra circuit required for the pump/alarm control panel. At the progress meeting, all parties agreed that project could be successfully completed within budget as bid; however, it was also agreed that the project benefit to individual homeowners could be significantly improved if additional CDBG funds could be identified to address these concerns for individual homeowners, who will be required at some point in the future to make these improvements at their own expense if CDBG funds are not available.

North Carolina Department of Commerce was responsive to this need and has appropriated an additional \$25,754.25 to complete the project. All proposed plumbing and electrical modifications have already been identified by the contractor and county/ESD inspectors.

RECOMMEND: APPROVE THE REVISED PROJECT BUDGET ORDINANCE.

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 CDBG-CONTINGENCY INFRASTRUCTURE PROGRAM
Project Ordinance (Revised January 6, 2014)

Be it ordained by Hyde County, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance for CDBG Grant #05-D-2194, dated July 5, 2011, is hereby amended as follows:

Section 1. The project authorized is the Community Development Block Grant Contingency Infrastructure project described in the work statement contained in the amended grant agreement (05-D-2194) between Hyde County and the North Carolina Department of Commerce dated December 9, 2014. This project is more familiarly known as the Hyde County US 264 Sewer Improvements Project.

Section 2. The Hyde County staff is hereby directed to proceed with the amended grant project within the terms of the grant document(s), the rules and regulations of the Department of Commerce, and the budget contained herein.

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

US 264 Sewer Improvements Project

CDBG Grant	\$600,000.00
	\$625,754.25
Total Project Resources	\$600,000.00
	\$625,754.25

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

US 264 Sewer Improvements Project

Project Budget	\$600,000.00
	\$625,754.25

Section 5. The Grant Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Department of Commerce required by the grant agreement(s) and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Department of Commerce in an orderly and timely manner.

Section 7. The Grant Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Grant Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this council.

Section 9. Copies of this grant project ordinance shall be made available to the Grant Finance Officer for direction in carrying out this project.

Adopted this 6th day of January, 2014.

Barry Swindell, Chairperson
Hyde County Board of Commissioners

ATTEST:

Averi Simmons, Deputy Clerk to the Board

DEC 16 2013

PROJECT BUDGET REVISION FORM

Per Bulletins 10-3 and 10-4

NC DEPT. OF COMMERCE
COMMUNITY ASSISTANCE

NAME OF GRANTEE Hyde County

GRANT NUMBER 05-D-2194

CDBG GRANT AMOUNT \$625,754.25

Date: 12/13/2013

ACTIVITY	PRESENT BUDGET	PROPOSE CHANGE IN BUDGET	REVISED BUDGET REVISION #1
a. Acquisition			\$0.00
b. Disposition			\$0.00
c. Public facilities and improvements			\$0.00
(1) Senior and handicapped centers			\$0.00
(2) Parks, playgrounds and recreation facilities			\$0.00
(3) Neighborhood facilities			\$0.00
(4) Solid waste disposal facilities			\$0.00
(5) Fire protection facilities and equipment			\$0.00
(6) Parking facilities			\$0.00
(7) Public utilities, other than water and sewer			\$0.00
(8) [Reserved]			\$0.00
(9) Street Improvements			\$0.00
(10) Flood and drainage improvements			\$0.00
(11) Pedestrian improvements			\$0.00
(12) Other public facilities			\$0.00
(13) Public sewer improvements	\$555,000.00	\$25,754.25	\$580,754.25
(14) Public water improvements			\$0.00
d. Clearance activities			\$0.00
e. Public Services			\$0.00
f. Relocation assistance			\$0.00
g. Construction, rehabilitation and preservation activities			\$0.00
(1) Construction or rehabilitation of commercial and industrial buildings			\$0.00
(2) Rehabilitation of privately owned dwellings			\$0.00
a. Rehabilitation			\$0.00
b. Reconstruction			\$0.00
c. Clearance			\$0.00
d. Temporary relocation expenses			\$0.00
(3) Rehabilitation of publicly owned dwellings			\$0.00
(4) Code enforcement			\$0.00
(5) Historic preservation			\$0.00
h. Development financing			\$0.00
(1) Working capital			\$0.00
(2) Machinery and equipment			\$0.00
i. Removal of architectural barriers			\$0.00
j. Other Activities			\$0.00
k. SUBTOTAL	\$555,000.00	\$25,754.25	\$580,754.25
l. Planning	\$3,500.00	\$0.00	\$3,500.00
m. Administration	\$41,500.00	\$0.00	\$41,500.00
n. TOTAL	\$600,000.00	\$25,754.25	\$625,754.25

Bang [Signature]

Authorized Signature

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2014
Presenter: Kris Noble
Attachment: Yes. 1) Resolution Authorizing the Advertisement of an Offer to Lease Certain Surplus Real Property Located in or Near the Town of Swan Quarter, Hyde County, North Carolina 2) Public Notice

ITEM TITLE: RESOLUTION AUTHORIZING THE ADVERTISEMENT OF AN OFFER TO LEASE CERTAIN SURPLUS REAL PROPERTY LOCATED IN OR NEAR THE TOWN OF SWAN QUARTER, HYDE COUNTY, NORTH CAROLINA

SUMMARY:

The Hyde County Board of Commissioners voted in November 2013 to renew the current lease for the tower and ground space on which the US Cellular tower is located in Swan Quarter pending proper procurement procedures per N.C. General Statutes. North Carolina General Statute § 160A-272(b) authorizes a county to lease real property that it owns for more than ten (10) years so long as such leases are "... treated as a sale of property ..." and so long as such leases are "... executed by following any of the procedures authorized for the sale of real property." North Carolina General Statute § 160A-269 authorizes a county to sell real property it owns through a negotiated offer, advertisement, and upset bid process. The County of Hyde (County) has received a proposed Second Amendment to an existing Tower and Ground Lease for space located on said tower as described in the Tower and Ground Lease dated October 23, 1998. This Second Amendment would cover a period in excess of ten (10) years.

The attached Resolution Authorizing the Advertisement of an Offer to Lease Certain Surplus Real Property Located in or Near the Town of Swan Quarter, Hyde County, North Carolina, if adopted by the Board will start the bid process. After adoption of the Resolution, the attached Public Notice will run in the January 9, 2014 of the Coastland Times. If during the 10 day upset period, no other entity has upset the bid, a second Resolution will be adopted in February and the Amendment to the lease can be signed by the Board Chair.

RECOMMEND: Approve Resolution Authorizing the Advertisement of an Offer to Lease Certain Surplus Real Property Located in or Near the Town of Swan Quarter, Hyde County, North Carolina and authorize staff to issue attached Public Notice.

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.

**RESOLUTION AUTHORIZING THE ADVERTISEMENT
OF AN OFFER TO LEASE CERTAIN SURPLUS REAL PROPERTY
LOCATED IN OR NEAR THE TOWN OF SWAN QUARTER, HYDE COUNTY, NORTH
CAROLINA**

WHEREAS, North Carolina General Statute § 160A-272(b) authorizes a county to lease real property that it owns for more than ten (10) years so long as such leases are "... treated as a sale of property ..." and so long as such leases are "... executed by following any of the procedures authorized for the sale of real property."

WHEREAS, North Carolina General Statute § 160A-269 authorizes a county to sell real property it owns through a negotiated offer, advertisement, and upset bid process.

WHEREAS, the County of Hyde (County) has received a proposed Second Amendment to an existing Tower and Ground Lease for space located on said tower as described in the Tower and Ground Lease dated October 23, 1998. This Second Amendment would cover a period in excess of ten (10) years.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners as follows.

1. The County Commissioners have received a proposed Second Amendment to Tower and Ground Space Lease for certain space leased on the Tower to accommodate various antennas and certain ground space adjacent to said Tower containing 273 square feet.
2. The real property that would be subject to said Offer to Lease ("real property") is hereby declared to be surplus to the needs of the County and the County Commissioners hereby authorizes the lease of the same pursuant to North Carolina General Statute § 160A-272(b) and through the upset bid procedure contained in North Carolina General Statute § 160A-269.
3. The Offer to Lease is for the purpose of amending the renewal period of the original lease above referred to. Said original lease is deemed to expire November 30, 2018 and this Offer to Lease is to renew and extend the same for up to three additional terms of five years each as the same shall coincide with, and not exceed, the duration of Lessor's right to the keep the Tower at the site, upon a continuation of all the same provisions thereof, subject to Lessee's unilateral right of termination. It is estimated that the initial renewal term of five years shall be at least \$1,000.00 per month for a minimum total of \$60,000.00 for said initial five years. At the renewal date of each additional term, the Base Rent shall be adjusted and proportioned 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 equals 100, (US

Department of Labor, Bureau of Labor Statistics”, if the said index ceases to be published, then a reasonably comparable index sheet shall be used.

4. The present value of the rental payments for the five (5) year Initial Term of the Offer to Lease is \$60,000.00.
5. The entity making said Offer to Lease must deposit with the County Clerk a sum equal to five percent (5%) of said present value (\$3,000.00) in cash, cashier's check, or certified check.
6. The County Commissioners propose to accept the Offer to Lease, subject to the conditions stated in the Offer to Lease and herein, unless the County receives a qualifying upset Offer to Lease.
7. The County Clerk shall cause a notice of the Offer to Lease, subject to the conditions stated in the Offer to Lease and herein, to be published in accordance with North Carolina General Statutes § 160A-269 and § 160A-272.
8. Any individual or entity desiring to submit an upset Offer to Lease for said real property shall submit an upset Offer to Lease to the County Clerk at 30 Oyster Creek Road by 5:00 p.m. within ten (10) days of the date the notice provided for herein is published. To qualify as an upset Offer to Lease, any such upset Offer to Lease shall contain no more than three additional terms for up to five years each beginning on December 1, 2018, the amount to be paid for said options to extend the lease shall be at least \$1,000.00 per month adjusted and proportioned 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. To qualify as an upset Offer to Lease, any such upset Offer to Lease must raise the present value of the rental payments for the initial five (5) year extension to lease by not less than ten percent (10%) of the first one thousand dollars (\$1,000.00) and five percent (5%) of the remainder of said present value. Any individual or entity making an upset Offer to Lease must deposit with the County Clerk the above described sum and said deposit shall be made in cash, cashier's check, or certified check. In order to be valid, any upset Offer to Lease shall include a Tower and Ground Space Lease including related easements.
9. If a qualifying upset Offer to Lease is received by the County, it shall become the new Offer to Lease and the County Clerk is directed to re-advertise the new Offer to Lease at the increased bid amount and to continue this process until a ten (10) day period has passed without the receipt of a subsequent qualifying upset Offer to Lease.
10. The County Commissioners retain final approval, and must approve and authorize the execution, of any Offer to Lease including Tower and Ground Space Lease as well as related easements resulting from this upset bid process.

11. Notwithstanding anything herein to the contrary, the County reserves the right, pursuant to North Carolina General Statute § 160A-269 and without recourse from any individual or entity and in its sole discretion, to cancel this upset Offer to Lease bid process at any time and/or reject any or all Offers to Lease.

Adopted this _____ day of _____, 20_____.

Barry Swindell,
Chair Hyde County Board of Commissioners

ATTEST:

Lois Stotesberry,
County Clerk

PUBLIC NOTICE

The County Commissioners for the County of Hyde, North Carolina (County) have received a proposed Second Amendment to an existing Tower and Ground Lease for space located on said tower as described in the Tower and Ground Lease dated October 23, 1998, including certain easements, (collectively, "Offer to Lease") to accommodate various antennas and other equipment located in or near the Town of Swan Quarter, Hyde County, North Carolina.

The Offer to Lease is for the purpose of amending the renewal period of the original lease above referred to. Said original lease is deemed to expire November 30, 2018 and this Offer to Lease is to renew and extend the same for three additional terms of five years each as the same shall coincide with, and not exceed, the duration of Lessor's right to the keep the Tower at the site, upon a continuation of all the same provisions thereof, subject to Lessee's unilateral right of termination. It is estimated that the initial renewal term of five years shall be at least \$1,000.00 per month for a minimum total of \$60,000.00 for said initial five years. At the renewal date of each additional term, the Base Rent shall be adjusted and proportioned 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 equals 100, (US Department of Labor, Bureau of Labor Statistics", if the said index ceases to be published, then a reasonably comparable index sheet shall be used.

The present value of the rental payments for the five (5) year Initial Term of the Offer to Lease is \$60,000.00.

The County Commissioners proposes to accept said Offer to Lease, subject to the conditions stated in the Offer to Lease and herein, and authorize the County to enter a Tower and Ground Space Lease including related easements, if applicable, following the completion of the upset bid process described below.

Any individual or entity desiring to submit an upset Offer to Lease for the real property subject to the original Offer to Lease shall submit an upset Offer to Lease to the County Clerk at 30 Oyster Creek Road, Swan Quarter, North Carolina 27885 by 5:00 p.m. on Thursday, January 23, 2014. To qualify as an upset Offer to Lease, any such upset Offer to Lease shall contain no more than three additional terms for up to five years each beginning on December 1, 2018, the amount to be paid for said options to extend the lease shall be at least \$1,000.00 per month adjusted and proportioned 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. To qualify as an upset Offer to Lease, any such upset Offer to Lease must raise the present value of the rental payments for the five (5) year Initial Term of the Offer to Lease by not less than ten percent (10%) of the first one thousand dollars (\$1,000.00) and five percent (5%) of the remainder of said present

value. Any individual or entity making an upset Offer to Lease must deposit with the County Clerk a sum equal to five percent (5%) of the present value of said rental payments for the five (5) year Initial Term of the upset Offer to Lease. Said deposit shall be made in cash, cashier's check, or certified check. In order to be valid, any upset Offer to Lease shall include a Tower and Ground Space Lease including related easements.

If a qualifying upset Offer to Lease is received by the County, it shall become the new Offer to Lease, the County Clerk will re-advertise the new Offer to Lease at the increased bid amount, and the County Clerk will continue this process until a ten (10) day period has passed without the receipt of a subsequent qualifying upset Offer to Lease.

The County Commissioners retain final approval, and must approve and authorize the execution, of any Offer to Lease including Tower and Ground Space Lease as well as related easement resulting from this upset bid process.

Notwithstanding anything herein to the contrary, the County reserves the right, pursuant to North Carolina General Statute § 160A-269 and without recourse from any individual or entity and in its sole discretion, to cancel this upset Offer to Lease bid process at any time and/or reject any or all Offers to Lease.

Any inquiries regarding the Offer to Lease or upset Offers to Lease may be directed to Kristen Cahoon Noble, Development Director, at 30 Oyster Creek Road, Swan Quarter, North Carolina 27885.

This notice is published in accordance with North Carolina General Statutes §160A-269 and § 160A-272.

Lois Stotesberry
County Clerk for the County of Hyde
Publish on January 9, 2014

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

Meeting Date: January 6, 2014
Presenter: Kris Noble
Attachment: Yes. Selected information from Revolving Loan Fund application for Martin Lumber Company

ITEM TITLE: Martin Lumber Revolving Loan Application

SUMMARY:

Martin Lumber Company is a sawmill located at 301 Main Stem Road, Pantego, NC in the community of Grassy Ridge, Hyde County. The principal product is pallet stock. The business was started in 1996. Martin Lumber Company typically serves a geographic market area of 150 radius and primary customers include Precision Pallet, Wheeler Industries, Granville Pallet and Wayne Opportunity Center.

Martin Lumber Company needs to increase its capacity to include production of small logs. Martin Lumber is challenged to get big logs consistently as log companies find it much easier to sell both their large and small logs at the same location. The new machinery and equipment purchased through this project will handle small logs. By purchasing smaller logs from their suppliers Martin Lumber will achieve a larger volume of large logs.

Martin Lumber a for-profit enterprise respectfully submits this application for the Hyde County Revolving Loan Fund in the amount of \$100,000.00 to expand capabilities and increase production levels, while creating 6 new jobs. Martin Lumber's goal is to increase the economic prosperity of the area, a Tier one county, by leveraging existing resources with those of the Hyde County RLF to provide long term employment opportunities to our local area residents in sectors related to rural wood production.

The Hyde County Revolving Loan Committee will meet on Monday, January 6, 2014 at 10 a.m. in the Government Center, Swan Quarter to review the full application and make a recommendation to the Board of Commissioners. The Presenter will report the RLF's recommendation to the Board of Commissioners at the time of presentation.

RECOMMEND: APPROVE THE RECOMMENDATION OF THE REVOLVING LOAN COMMITTEE.

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.

Board of Commissioners

Barry Swindell, Chair
Earl Pugh, Jr., Vice-chair
Anson Byrd
John Fletcher
Dick Tunnell

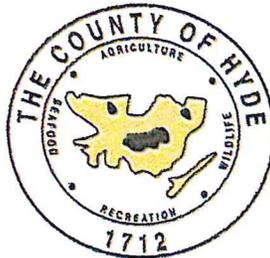
COUNTY OF HYDE

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

Bill Rich
County Manager

Fred Holscher
County Attorney

Lois Stotesberry, CMC, NCCCC
Clerk to the Board



December 23, 2013

Revolving Loan Fund Committee Member:

Attached please find a Revolving Loan Fund Application Summary for Martin Lumber Company along with a Pre-application, Project Description Form, Project Source and Use Form and Project Needs Form.

The final section of the application is the Project Feasibility Form which includes a detailed spread of financials including sales projections, operation cost projections, ability to service debt and working capital. I have recent financial statements and the past three years of tax returns from which I am gathering the data needed to complete the required projections. I will send the final financials early next week but wanted to get this to each of you for review in the interim.

I received correspondence from each of you in regard to a meeting time. I would like for the committee to meet at 10 am on Monday, January 6, 2014 in the Multipurpose Room in the Government Center, Swan Quarter or via conference call. If that is not convenient, let me know as soon as possible and we will accommodate.

Thanks to you all for all you do. Merry Christmas and Happy New Year –

Kris Cahoon Noble
Planning & Economic Development Director
Hyde County Office of Planning & Economic Development
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885
Office: (252) 926-4180
Mobile: (252) 542-0802
knoble@hvdecourtnc.gov

Martin Lumber Company

HYDE COUNTY
NORTH CAROLINA

ECONOMIC DEVELOPMENT
REVOLVING LOAN FUND

Martin Lumber Co.

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Only information received by Hyde County with the submission will be considered in the selection process, unless the county specifically requests additional information from the applicant. Failure to submit required information may be grounds for rejection of the application. Applicants should carefully review each project package, including attachments, to make certain that all required information is submitted and is internally consistent.

I. APPLICATION SUMMARY

1. APPLICANT a. Name: Martin Lumber Company b. Street/P.O. Box: 301 Main Stem Road, c. City: Pantego d. Zip Code: 27860 e. Contact Person: Alex Spring and/or Charles Pippin f. Telephone No.: 252-945-4977 (Alex); 252-943-7276 (Malvern)								
2. Project Number 12-2013	3. Project Name Martin Lumber Company Small Log Production	4. RLF Funds Requested \$100,000.						
5. CERTIFICATION								
a. To the best of my knowledge and belief, data in this application is true and correct, the applicant will comply with the certifications in the attached Private Commitment Form if the assistance is provided.		b. Typed Name and Title of Authorized Representatives of Martin Lumber Company: Malvern Martin, Owner Alex Spring, Owner Pascual Garcia, Owner Signatures: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-top: 1px solid black; width: 70%; padding: 5px;">Malvin Martin</td> <td style="border-top: 1px solid black; width: 30%; padding: 5px;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; padding: 5px;">Alex Spring</td> <td style="border-top: 1px solid black; padding: 5px;">Date</td> </tr> <tr> <td style="border-top: 1px solid black; padding: 5px;">Pascual Garcia</td> <td style="border-top: 1px solid black; padding: 5px;">Date</td> </tr> </table>	Malvin Martin	Date	Alex Spring	Date	Pascual Garcia	Date
Malvin Martin	Date							
Alex Spring	Date							
Pascual Garcia	Date							



FOR HYDE COUNTY USE ONLY

6. Date Received _____	8. Action Taken _____ Funded _____ Not Funded _____ Withdrawn	9. Amount Funded: \$ _____
7. Application Number _____		

II. PROJECT DESCRIPTION FORM

1. Name of Applicant: Martin Lumber Company

2. Application Date: 12/30/2013

3. Project Name: Small Log Production Line

4. Description:

a. *Briefly describe the existing business (products/services offered, basic project goals and objectives):*

Martin Lumber Company is a saw mill located at 301 Main Stem Road, Pantego, NC in the community of Grassy Ridge. The principal product is pallet stock. Martin Lumber Company needs to increase its capacity to include production of small logs. Martin Lumber is challenged to get big logs consistently as log companies find it much easier to sell both their large and small logs at the same location. The new machinery and equipment purchased through this project will handle small logs and it is estimated that it will increase production by 2/3^{rds} of current production. By purchasing smaller logs from their suppliers Martin Lumber will achieve a larger volume of large logs. Current suppliers have been informed of the pending upgrades and are planning to deliver a higher volume of materials for processing.

b. *Location of existing business:*

Lumber Martin Company is located at 301 Main Stem Road, Pantego, NC in the community of Grassy Ridge. The small log production line will be affixed adjacent to the existing large log production line.

c. *Number, size, and general description of any new buildings to be constructed (include site map and plans, if available):*

A 140' X 60' large metal covering has been installed.

d. *Size of any parcel(s) of land to be acquired (include survey map):*

Not applicable. No additional land acquired.

e. *Describe any existing buildings to be demolished or abandoned:*

The Main Building has been altered and reconstructed to accommodate the larger structure that has been built.

- f. *Describe any improvements to be made to existing buildings(s):*

The new 140'X60' building covers a larger area for keeping finished product dry and out of the elements. The new building allows for additional storage room that was needed for production.

- g. *How many full-time equivalent jobs will be created by the new business during the two-year period?* 6

How many for residents of Hyde County? 6

How many for low and moderate income individuals? 6

- h. *Briefly describe how RLF and other funds (bank loans, owner equity, etc.) will be used during property acquisition, construction, and startup of the new business.*

Martin Lumber will incur the costs of construction and building costs while using Southern Bank funds to cover required electrical upgrades. RLF funds will be used to purchase equipment and machinery and the concrete costs associated with installation.

- i. *How are road transportation and water and electric service to be supplied to the site?*

Road transportation currently exists. Additional water and electrical services will be installed but adequate supply of each is available.

- j. *How will sewage disposal be accomplished?*

Portable bathrooms are currently in use.

III. PROJECT SOURCE AND USE FORM

1.	Name of Applicant: Martin Lumber Company
2.	Project Name: Small Log Production Line
3.	Source of Project Funds: RLF Funds Requested: \$100,000.00 RLF Project Resources Other: B. Martin Lumber Company C. Southern Bank Line of Credit
	Source A. \$ 100,000.00 Source B. \$ 163,150.00 Source C. \$ 40,000.00
4.	TOTAL PROJECT RESOURCES \$ 303,150.00

Use of Funds (List major expenses separately)	RLF	Martin Lumber	Southern Bank	Total Cost
a. Acquisition				
(1) Building		\$75,000.00		\$75,000.00
(2) Equipment		\$37,150.00		\$37,150.00
b. Water				
c. Sewer				
d. Construction/ Rehabilitation		\$50,000.00		\$50,000.00
e. Working Capital				
f. Machinery/ Equipment	\$90,000.00		\$25,000.00	\$115,000.00
g. Site Improvements	\$10,000.00	\$1,000.00		\$11,000.00
h. Electrical Upgrades			\$15,000.00	\$15,000.00
(2) Other				
i. TOTAL	\$100,000.00	\$163,150.00	\$40,000.00	\$303,150.00

IV. PROJECT PRIVATE COMMITMENT FORM

As majority owners of Martin Lumber Company, we commit to the following actions, as described more fully in the project application:

- a. Undertake and carry out the project as described in the project application.
- b. Create or retain a minimum of 6 jobs with 6 for low and moderate income persons, and 3 for persons residing in Hyde County, and obtain the level of jobs indicated above by December 31, 2014.
- c. Secure funding for the project from the following sources, in the specified amounts:
 - 1. Hyde County Revolving Loan Fund to purchase machinery and equipment, make necessary site improvements and install purchased equipment.
 - 2. Southern Bank to purchase equipment and make electrical upgrades.
 - 3. Private funding to construct and rehabilitate building, purchase equipment and make other site improvements.
- d. Provide Hyde County with annual income statements and balance sheets throughout a two-year period following the loan award.
- e. Begin project activities only following execution of a legally binding commitment and grant agreement and the release of other conditions, if any, placed on the grant by Hyde County.
- f. Complete project activities by no later than **May 31, 2014**.

My firm is committed to undertake this project and but for the provision of the RLF assistance this project will not be undertaken.

Signed _____ Date _____ Title _____
Malvern Martin

Signed _____ Date _____ Title _____
Alex Spring

Signed _____ Date _____ Title _____
Pascual Garcia

Name of Business: Martin Lumber Company



V. PROJECT NEEDS FORM

1. *Name of Applicant:* Martin Lumber Company
2. *Project Name:* Small Log Production
3. *Relationship between Project Activities and Job Claim:* Explain how the activities described in the application will result in the jobs claimed as retentions or creations. If the project is a job retention project, the applicant must clearly demonstrate that existing jobs would be lost without provision of RLF funds:

The forestry and pulp industry in Eastern NC has seen losses in revenues and jobs. That downturn in the industry is forcing major forestry product producers and related suppliers to be innovative in order to expand market opportunities. Martin Lumber Company needs to increase its capacity to include production of small logs. Martin Lumber is challenged to get big logs consistently as log companies find it much easier to sell both their large and small logs at the same location. The new machinery and equipment purchased through this project will handle small logs. By purchasing smaller logs from their suppliers Martin Lumber will achieve a larger volume of large logs.

Without the installation of the small log production line eventually Martin Lumber's work load will decrease due to a decrease of supply of logs cutting the existing large log production line to about 3 days of production per week resulting in the loss of employment for four current employees.

The following jobs will be created and/or retained by the project:

- (1) Loader/operator
- (1) Chop saw operator
- (1) Scragg operator
- (1) Gang saw operator
- (1) Double end operator
- (1) Manager/supervisor
- (6) Total positions

4. *Total Documented Project Financing Needs:* Check applicable activities and in attachments provide required cost breakdowns shown (Attachment "A"). Describe here sources and methods of estimating for each activity including those financed with non-RLF funds.

--Real Estate (land or existing buildings) -- Attach purchase option or lease option. Provide documentation on comparable land costs in the local vicinity, or an appraisal.

--Construction/Rehabilitation -- Attach listing of components (HVAC, plumbing, electrical, etc.) with architect/engineer's estimate or quote from contractor.

Martin Lumber Company

- Site Improvements – Attach listing of components (grading, drainage, paving, etc.) with engineer's estimates or quotes from contractor.
- Machinery and Equipment – Attach detailed listing of items, with price quotes from suppliers.
- Public or On-Site Water and Sewer – Attach detailed listing of components and sizes, with engineer's estimates.
- Working Capital Expenditures – Attach detailed listing of startup/operating costs.

5. Verification of RLF Need

(a) Loan Amount: \$100,000.00

(b) The Gap Addressed:

- _____ Sufficient funds not available elsewhere, including internally.
- _____ Funds available elsewhere, but cash flow is not sufficient to meet debt service.
- X Other (Describe):

Martin Lumber a for-profit enterprise respectfully submits this application for the Hyde County Revolving Loan Fund in the amount of \$100,000.00 to expand capabilities and increase production levels, while adding 2 new jobs and retaining 4. Martin Lumber's goal is to increase the economic prosperity of the area, a Tier one county, by leveraging existing resources with those of the Hyde County RLF to provide long term employment opportunities to our local area residents in sectors related to rural wood production.

The amount of the gap must be no greater than the level of direct assistance proposed. Describe how the gap was identified and measured, referencing supporting documentation. Adequate financial documentation must be included with the application for the existence and dollar amount of the gap to be independently verified. See Application Instructions – Project Needs Form.

6. Security (Describe):

Pendu Roll Case	\$	10,000.00
Pendu Gang Saw	\$	25,000.00
Pendu Scragg	\$	40,000.00
Pendu Double trim	\$	15,000.00
Pendu Stacker	\$	20,000.00
Pendu Stacker	\$	15,000.00
	\$	<u>125,000.00</u>

VI. PROJECT FEASIBILITY FORM

1. *Name of applicant:* Martin Lumber Company
2. *Project Name:* Small Log Production Line

A. *BUSINESS PLAN*

1. *Name of Existing Business:* Martin Lumber Company
Name of Proposed Business: Martin Lumber Company

2. *Legal Status:*

- Partnership : Domestic General Partnership*
 Proprietorship
 Cooperative
 Corporation
 Other (Specify):

3. *Business Ownership and Management (include addresses and phone numbers):*

Malvern Martin, Owner, 195 Main Stem Road, Pantego, NC 27860; (252) 943-7276
Alex Spring, Owner, 195 Main Stem Road, Pantego, NC 27860; (252) 945-4977
Pascual Garcia, Owner, 1619 Hyde Park Canal, NC 27860; (252) 935-5531

4. *Other Business Affiliations of Proposed Owners (if any):*

- a. *Name of Business:* N/A
- b. *Name of Owner or Manager Involved:* N/A
- c. *Position in this Business:* N/A
- d. *Relationship Between this Business and RLF Project Business:* N/A

5. *Product Line or Service*

a. *Range of Products or Services:*

Martin Lumber Company specializes in providing high quality Wood Pallet Stock to the Pallet and Wood-Packaging Industry.

6. *Market Information*

a. *Geographic Market Area:*

Martin Lumber Company typically serves a geographic market area of 150 mile radius.

b. *Major Customers:*

Primary customers include Precision Pallet, LLC also located on Main Stem Road; Wheeler Industries, Granville Pallet and the Wayne Opportunity Center.

c. *Market Characteristics:*

The number of pallets in use in the US is forecast to grow 2.4 percent annually to 2.6 billion in 2017. Metal and plastic pallets will grow the fastest but wood will remain by far the dominant pallet material. Construction and other markets will be the fastest growing segment, outpacing manufacturing as both markets rebound from recent declines.

This study analyzes the 1.1 billion unit US pallet industry. It presents historical demand data for 2002, 2007 and 2012, and forecasts for 2017 and 2022 by material (e.g., lumber, engineered wood, plastics, corrugated paper, metal, fasteners), source (new and refurbished wood, new and reclaimed resin), product (e.g., lumber pallets, engineered wood pallets, plastic pallets), market (e.g., manufacturing, warehousing, construction), and US region.

d. *Competition:*

The industry in eastern North Carolina is extremely regionalized with saw mills being located anywhere from 60 to 90 miles from each other.

7. *Marketing and Distribution*

Martin Lumber currently struggles with acquiring adequate raw materials to meet customer orders. Current suppliers have been verbally informed and are anxious to deliver more materials for processing. Martin Lumber will be able to distribute this increased volume to current customers.

8. *Cost Effectiveness:*

The installation of the small log productionline will increase the volume of wood products in turn decreasing costs through economies of scale. Suppliers realize cost savings by being able to deliver all wood to one location saving on transportation costs.

9. *Project Innovation/New Technology:*

Martin Lumber Company must increase the production at its facility to meet the demands of recent production increases, and to address possible new uses of forestry raw materials. By increasing the facility capacity Martin Lumber Company anticipates increasing its workforce and with the increased capacity allow them to develop additional markets for sectors using wood products for manufacturing, transportation and product packaging.

10. *Employee Benefits:*

Employees will continue to realize full time wages with the additional workload. The positions being created will pay \$8.00 to \$14.00 per hour.

B. FINANCIAL FEASIBILITY

1. Financial Feasibility Documentation – All items below must be submitted with the application. All historical and projected financial statements should be prepared by a certified public accountant, or a county-approved business advisor, in accordance with generally accepted accounting principles.
 - Historical Income Statement and balance sheets for most recent three years, with notes, for any existing businesses owned or operated by the new entity's principals. (Enter "N/A" if not applicable.)
 - Conventional and Requested Projected Income Statement Forms, with notes. Two full years from first RLF principal payment should be provided.
 - Conventional and Requested Projected Cash Flow Statement Forms, with notes. Two full years from first RLF principal payment should be provided.
 - N/A Resumes of key management, providing a detailed description of their business experience and training.
 - N/A Personal financial statements from the firm's principals (or Form 1040's for past three years with statement of net worth).
 - N/A Marketing information and other documentation to support financial projections.
 - Credit Report(s) from the firm's principals (no older than 30 days)..
2. Past Financial History – If applicable, discuss any negative indicators or trends which may be evidenced in the historical financial statements of the principals or for other businesses owned by the principals. Explain the reasons for these negative indicators and discuss steps which are being taken or will be taken to resolve any problems.

N/A

3. Summary of Financial Projections and Definition of Requested Loan Terms:

Martin Lumber Company realized an increase in total sales from 2010 to 2011 of 22%. Those sales dropped by 3% from 2011 to 2012 but 2012 sales figures were healthy and showed growth. According to industry research, the number of pallets in use in the US is forecast to grow 2.4 percent annually to 2.6 billion in 2017. Metal and plastic pallets will grow the fastest but wood will remain by far the dominant pallet material. Construction and other markets will be the fastest growing segment, outpacing manufacturing as both markets rebound from recent declines. Industry research and historical sales leads the writer to believe that a 10% annual growth in sales is reasonable.

Cost of goods sold rose proportionately with sales along with gross profit and total income. All deductions from ordinary business income rose proportionately with income realizing a positive business income each year and payments to partners increasing yearly.

Martin Lumber Company's assets including cash, inventories, buildings and depreciation saw positive growth. Martin Lumber should focus on decreasing inventories to realize a healthy ratio in the future. Accounts receivables and bad debts decreased. All liabilities rose proportionately with assets.

Martin Lumber Company is requesting a \$100,000.00 loan for a term of 5 years at 5% interest. The payment is calculated to be \$1,887.12 per month and this payment has been added to the 2013-2014 projections on the balance sheet as a mortgage liability. According to historical data and projections Martin Lumber Company should realize the cash flow needed to service the debt.

C. EMPLOYMENT FEASIBILITY

a. *Total number of jobs to be created:*

Full-time 6

Part-time N/A

Seasonal N/A

b. *Explain the method used to arrive at the number of jobs to be created:*

- The following jobs will be created by the project:
- (2) Loader/operator
- (2) Chop saw operator
- (2) Scragg operator
- (2) Gang saw operator
- (2) Double end operator
- (2) Manager/supervisor
- (6) Total positions

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND
ACTIVITIES IMPLEMENTATION SCHEDULE FORM

1. Name of Applicant: Martin Lumber Company
2. Original, dated: 12/31/2013
Amendment, date: N/A
3. Project Name: Small Log Production Line
4. Implementation Date: January 7, 2014

5. ACTIVITIES	MONTH:																								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Real Estate Closing																									
Engineering Design/ Planning																									
Site Improvements						X																			
Building Construction/ Renovation																									
Public Facilities Construction																									
Hiring New Employees																									
Training																									
Working Capital Expenditure																									
Machinery and Equipment Purchases																									
Raw Materials Purchased																									
Completion																									

BUSINESS DEBT SCHEDULE FORM

CREDITOR NAME	Original Loan Amount	Origination Date	Present Balance	Interest Rate	Maturity Date	Monthly Payment	Security
A. Current Debts (Existing Prior to RLF Project)							
1. Cleta Derstine Investment	\$75,000.	1996	\$75,000.	5%	N/A	Interest	N/A
2. Phillip Reil	\$600,000.	1998	\$250,000	6%	1/2016	\$2,000.	N/A
3.							
4.							
5.							
B. Projected New Debts							
1. Hyde County Revolving Loan	\$100,000.	2014	\$100,000.	5%	1/2019	\$1,887.12	Equipment
2.							
3.							
4.							
5.							

advertisement

Mortgage Rates			FHA Rates				
	Rate	APR		Rate	APR		
30 Year Fixed	3.875%	4.273%	Amerisave	30 Year Fixed	3.750%	4.349%	Amerisave
15 Year Fixed	2.750%	3.400%	Amerisave	15 Year Fixed	2.750%	3.356%	Amerisave
3 Year ARM	2.500%	2.877%	Amerisave	3 Year ARM			

Amerisave Direct Mortgage Lender

Bankrate.com
Comprehensive. Objective. Free.

Month / Year	Payment	Principal Paid	Interest	Total	Balance
April 2014	\$1,887.12	\$1,470.46	\$416.67	\$416.67	\$98,529.54
May 2014	\$1,887.12	\$1,476.58	\$410.54	\$827.21	\$97,052.96
June 2014	\$1,887.12	\$1,482.74	\$404.39	\$1,231.59	\$95,570.22
July 2014	\$1,887.12	\$1,488.91	\$398.21	\$1,629.80	\$94,081.31
Aug. 2014	\$1,887.12	\$1,495.12	\$392.01	\$2,021.81	\$92,586.19
Sept. 2014	\$1,887.12	\$1,501.35	\$385.78	\$2,407.58	\$91,084.84
Oct. 2014	\$1,887.12	\$1,507.60	\$379.52	\$2,787.10	\$89,577.24
Nov. 2014	\$1,887.12	\$1,513.88	\$373.24	\$3,160.34	\$88,063.36
Dec. 2014	\$1,887.12	\$1,520.19	\$366.93	\$3,527.27	\$86,543.16
Jan. 2015	\$1,887.12	\$1,526.53	\$360.60	\$3,887.87	\$85,016.64
Feb. 2015	\$1,887.12	\$1,532.89	\$354.24	\$4,242.11	\$83,483.75
Mar. 2015	\$1,887.12	\$1,539.27	\$347.85	\$4,589.96	\$81,944.47
April 2015	\$1,887.12	\$1,545.69	\$341.44	\$4,931.39	\$80,398.79
May 2015	\$1,887.12	\$1,552.13	\$334.99	\$5,266.39	\$78,846.66
June 2015	\$1,887.12	\$1,558.60	\$328.53	\$5,594.91	\$77,288.06
July 2015	\$1,887.12	\$1,565.09	\$322.03	\$5,916.95	\$75,722.97
Aug. 2015	\$1,887.12	\$1,571.61	\$315.51	\$6,232.46	\$74,151.36
Sept. 2015	\$1,887.12	\$1,578.16	\$308.96	\$6,541.42	\$72,573.20
Oct. 2015	\$1,887.12	\$1,584.74	\$302.39	\$6,843.81	\$70,988.47
Nov. 2015	\$1,887.12	\$1,591.34	\$295.79	\$7,139.60	\$69,397.13
Dec. 2015	\$1,887.12	\$1,597.97	\$289.15	\$7,428.75	\$67,799.16
Jan. 2016	\$1,887.12	\$1,604.63	\$282.50	\$7,711.25	\$66,194.53
Feb. 2016	\$1,887.12	\$1,611.31	\$275.81	\$7,987.06	\$64,583.22
Mar. 2016	\$1,887.12	\$1,618.03	\$269.10	\$8,256.16	\$62,965.19
April 2016	\$1,887.12	\$1,624.77	\$262.35	\$8,518.51	\$61,340.43
May 2016	\$1,887.12	\$1,631.54	\$255.59	\$8,774.10	\$59,708.89
June 2016	\$1,887.12	\$1,638.34	\$248.79	\$9,022.88	\$58,070.55
July 2016	\$1,887.12	\$1,645.16	\$241.96	\$9,264.84	\$56,425.39
Aug. 2016	\$1,887.12	\$1,652.02	\$235.11	\$9,499.95	\$54,773.37
Sept. 2016	\$1,887.12	\$1,658.90	\$228.22	\$9,728.17	\$53,114.47

Oct. 2016	\$1,887.12	\$1,665.81	\$221.31	\$9,949.48	\$51,448.66
Nov. 2016	\$1,887.12	\$1,672.75	\$214.37	\$10,163.85	\$49,775.90
Dec. 2016	\$1,887.12	\$1,679.72	\$207.40	\$10,371.25	\$48,096.18
Jan. 2017	\$1,887.12	\$1,686.72	\$200.40	\$10,571.65	\$46,409.46
Feb. 2017	\$1,887.12	\$1,693.75	\$193.37	\$10,765.02	\$44,715.71
Mar. 2017	\$1,887.12	\$1,700.81	\$186.32	\$10,951.34	\$43,014.90
April 2017	\$1,887.12	\$1,707.89	\$179.23	\$11,130.57	\$41,307.00
May 2017	\$1,887.12	\$1,715.01	\$172.11	\$11,302.68	\$39,591.59
June 2017	\$1,887.12	\$1,722.16	\$164.97	\$11,467.65	\$37,869.84
July 2017	\$1,887.12	\$1,729.33	\$157.79	\$11,625.44	\$36,140.50
Aug. 2017	\$1,887.12	\$1,736.54	\$150.59	\$11,776.02	\$34,403.97
Sept. 2017	\$1,887.12	\$1,743.77	\$143.35	\$11,919.37	\$32,660.19
Oct. 2017	\$1,887.12	\$1,751.04	\$136.08	\$12,055.46	\$30,909.15
Nov. 2017	\$1,887.12	\$1,758.34	\$128.79	\$12,184.25	\$29,160.62
Dec. 2017	\$1,887.12	\$1,765.66	\$121.46	\$12,305.71	\$27,365.16
Jan. 2018	\$1,887.12	\$1,773.02	\$114.10	\$12,419.81	\$25,612.14
Feb. 2018	\$1,887.12	\$1,780.41	\$106.72	\$12,526.53	\$23,831.73
Mar. 2018	\$1,887.12	\$1,787.82	\$99.30	\$12,625.83	\$22,043.91
April 2018	\$1,887.12	\$1,795.27	\$91.85	\$12,717.68	\$20,248.63
May 2018	\$1,887.12	\$1,802.75	\$84.37	\$12,802.05	\$18,445.88
June 2018	\$1,887.12	\$1,810.27	\$76.86	\$12,878.91	\$16,635.61
July 2018	\$1,887.12	\$1,817.81	\$69.32	\$12,948.22	\$14,817.81
Aug. 2018	\$1,887.12	\$1,825.38	\$61.74	\$13,009.96	\$12,992.42
Sept. 2018	\$1,887.12	\$1,832.99	\$54.14	\$13,064.10	\$11,159.43
Oct. 2018	\$1,887.12	\$1,840.63	\$46.50	\$13,110.59	\$9,318.81
Nov. 2018	\$1,887.12	\$1,848.29	\$38.83	\$13,149.42	\$7,470.51
Dec. 2018	\$1,887.12	\$1,856.00	\$31.13	\$13,180.55	\$5,614.52
Jan. 2019	\$1,887.12	\$1,863.73	\$23.39	\$13,203.94	\$3,750.79
Feb. 2019	\$1,887.12	\$1,871.50	\$15.63	\$13,219.57	\$1,879.29
Mar. 2019	\$1,887.12	\$1,879.29	\$7.83	\$13,227.40	\$0.00

Location of article:

<http://www.bankrate.com/calculators/mortgages/amortization-calculator.aspx>

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

Meeting Date: January 6, 2014
Presenter: Chairman Swindell
Attachment: Yes

ITEM TITLE: BUDGET MATTERS

SUMMARY: The following budget revision is presented for approval:

BR 15-14 Health - \$265.00

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 1/6/2014					
(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	"+" EXP BUDGET	"- " EXP BUDGET
				"- " REV BUDGET	"+" REV BUDGET
				DEBIT	CREDIT
15-14	Family Planning	10-3480.0003	Revenue - Family Planning (State)	\$ 265.00	
	"	10-3481.0051	Revenue - Medicaid Escrow		\$ 265.00
				\$ 265.00	\$ 265.00
<p>This budget revision reflects an unanticipated 2.7% reduction in the Title X grant funding. Due to this funding reduction, Hyde County Health Department will revise the deliverables previously submitted in the original Family Planning Agreement Addendum (AA) and in Revision #1 to the AA, to continue to provide and/or assure low income patients in North Carolina access to family planning services. Any revenue shortages will be covered by Family Planning Medicaid Escrow Funds. This revision DOES NOT increase the budget for Family Planning.</p>					

REQUESTED  DATE 12-13-13

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

ENTERED LEDGER/DATE _____

Instructions: Complete, sign and return all relevant pages.

Complete the Non-Medicaid Services, Other Program Services (if applicable) and the Total Amount blanks below on this page.

Worksheet A-2 does not need to be returned with this Agreement Addendum revision #4.

Worksheet B-2 needs to be returned with this Agreement Addendum revision #4 only if there is a change.

Women's Health Branch staff will review and approve this Agreement Addendum revision #4.

Non-Medicaid Services (Attachment A-2) Amount \$ 45,220

The Health Department will provide Non-Medicaid Service Deliverables in FY14 that meet or exceed the total dollar value of all services budgeted. Health Information System (HIS) service data as of August 31, 2014 will provide the documentation.

Other Program Services (Attachment B-2) Amount \$ 4,404

If the Health Department's estimated cost of non-Medicaid service deliverables is less than the total amount of Department of Health and Human Services (DHHS) funds budgeted in the Family Planning Activity 151 budgetary estimate (Title X)/DPH Aid to Counties Database (WIRM), subject to WHB approval, my Health Department will use the remaining DHHS funds to further the program's goals and objectives. Information describing how these funds are to be used should be completed on Attachment B and returned.

Total Family Planning Budget Estimate (Attachment A-2 + Attachment B-2) Total Amount \$ 49,624

IV. Performance Measures/Reporting Requirements:

No change.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions: (if applicable)

No change.

Attachment A-2
Non-Medicaid Services

Worksheet Instructions: See **WORKSHEET below**. The worksheet is included for your use and **does not have to be returned**. These reimbursement rates are given as approximates in estimating the total cost of Attachment A-1 and local agencies must do an annual cost analysis to determine their own costs. Local agencies must use current or the most recent reimbursement rates available when possible for each service type in estimating the total cost of Attachment A-1 deliverables.

FAMILY PLANNING WORKSHEET

CPT Code	Service Type		Estimated # of Services	X	CPT Rate	=	Total
99201	FP	Office/Outpatient Visit, New		x	\$62.10	=	
99202	FP	Office/Outpatient Visit, New		x	\$93.15	=	
99203	FP	Office/Outpatient Visit, New		x	\$132.48	=	
99204	FP	Office/Outpatient Visit, New		x	\$194.58	=	
99205	FP	Office/Outpatient Visit, New		x	\$244.26	=	
99211	FP	Office/Outpatient Visit, Est.		x	\$34.16	=	
99212	FP	Office/Outpatient Visit, Est.		x	\$56.93	=	
99213	FP	Office/Outpatient Visit, Est.		x	\$78.66	=	
99214	FP	Office/Outpatient Visit, Est.		x	\$122.13	=	
99215	FP	Office/Outpatient Visit, Est.		x	\$182.16	=	
99383	FP	Prev visit, New, Age 5-11		x	\$154.00	=	
99384	FP	Prev visit, New, Age 12-17		x	\$169.00	=	
99385	FP	Prev visit, New, Age 18-39		x	\$167.00	=	
99386	FP	Prev visit, New, Age 40-64		x	\$199.00	=	
99393	FP	Prev Visit, Est, Age 5-11		x	\$146.00	=	
99394	FP	Prev visit, Est, Age 12-17		x	\$146.00	=	
99395	FP	Prev visit, Est, Age 18-39		x	\$142.00	=	
99396	FP	Prev visit, Est, Age 40-64		x	\$158.00	=	
J1055	FP	Depo-Provera Injection		x	\$39.04	=	
11981	FP	non-biodegradable drug delivery implant insertion		x	\$101.87	=	
11982	FP	non-biodegradable drug delivery implant removal		x	\$117.41	=	
11983	FP	non-biodegradable drug delivery removal and reinsertion		x	\$182.72	=	
58300	FP	IUD Insertion		x	\$60.97	=	
58301	FP	IUD Removal		x	\$74.87	=	
J7300	FP	Paragard		x	\$386.89	=	
J7302	FP	Mirena		x	\$745.23	=	
81025	FP	Pregnancy Test		x	\$8.04	=	
96152		Health and Behavior Intervention, each 15 min.		x	\$19.06	=	
97802		Medical Nutrition Therapy, Initial, each 15 min		x	\$24.51	=	
97803		Medical Nutrition Therapy, Reassment, each 15 min		x	\$21.44	=	
S4993	FP	Birth Control Pill		x	\$3.03	=	
11976	FP	Remove w/o reinsertion contraceptive implant		x	\$111.27	=	
57170	FP	Fitting of Diaphragm/cap		x	\$53.91	=	
36415		Venipuncture, DMA Only		x	\$2.78	=	
J7307	FP	Nexplanon		x	\$698.99	=	
85013	FP	Hematocrit		x	\$3.01	=	
85018	FP	Hemoglobin		x	\$3.01	=	
81000	FP	Urinalysis, Non-Suto		x	\$4.03	=	
81001	FP	Urinalysis, Auto w/scope		x	\$4.03	=	

(Continued on next page)

For Local Use Only – Do Not Submit to DPH

Attachment A-2/Worksheet (continued)

Worksheet Instructions: See **WORKSHEET** below. The worksheet is included for your use, and does not have to be returned. These reimbursement rates are given as approximates in estimating the total cost of Section A and local agencies must do an annual cost analysis to determine their own costs.

FAMILY PLANNING WORKSHEET							
CPT Code	Service Type		Estimated # of Services	X	CPT Rate	=	Total
81002	FP	Urinalysis, Auto w/scope		x	\$3.25	=	
81003	FP	ua, dip stick or tab, automated, wo scope		x	\$2.86	=	
87210	FP	Wet mount, simple stain, for bacteria		x	\$4.85	=	
87086		Urine culture, colony count		x	\$10.26	=	
87591	FP	GenProbe-GC		x	\$31.18	=	
87491	FP	GenProbe-Chlamydia		x	\$31.18	=	
82947		Glucose, Fasting Blood Sugar (FBS)		x	\$4.99	=	
82948		Glucose, blood reagent strip		x	\$4.03	=	
82950		Glucose (post glucose dose, includes glucose)		x	\$6.04	=	
82951		GTT (3 specimens + glucose)		x	\$16.37	=	
82270		Fecal occult blood		x	\$4.13	=	
89310	FP	semen analysis (presence &/or motility; post-coital)		x	\$10.66	=	
56501		Destruction/vulvar lesions		x	\$100.34	=	
54050	FP	Destruction/penis lesions		x	\$98.84	=	
11976	FP	Remove w/o reinsertion contraceptive implant		x	\$111.27	=	
Note: The following service types do not have a Medicaid reimbursement rate. Use your agency cost as determined by your cost analysis in planning your deliverables.							
J7304	FP	Contraceptive Patch		x		=	
J7303	FP	Contraceptive Vaginal Ring		x		=	
		Emergency Contraception (Plan B, Plan B One Step, Generic etc)		x		=	
Please list below any other services you will be providing that are not included in this list.							
				x		=	
				x		=	
				x		=	
				x		=	
				x		=	
				x		=	
				x		=	
				x		=	
				x		=	
				x		=	
				x		=	
				x		=	
GRAND TOTAL							

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Attachment B-2: Other Program Deliverables Suggestions

Note: Attachment B-2 deliverables are similar to Attachment A-2 deliverables in that the services **are not** reimbursed by Medicaid. Only non-Medicaid reimbursable clinical services (CPT-encoded) should be included in Attachment A.

1. Community Development Activities, e.g., gathering representatives from businesses, client populations, churches, etc., to:
 - identify women's health problems
 - build advocacy in the community for women's health services
2. Community Education Activities, e.g., educating the community about:
 - adverse impact of women's health problems
 - favorable impact of family planning and other women's preventive health services
3. Expansion of Clinics by Outreach /Recruitment/Nontraditional Sites and Times for Clinics
 - communicating the benefits of Family Planning Services, focusing on features of the service that are attractive to clients (efficiency, caring staff, etc.)
 - gathering data on needed expansion of hours and sites: initiating expansion
4. Building Support for the Program
 - communicating to decision-makers the economic benefits of Family Planning
 - discussing the benefits to business and industry (delayed/planned childbearing, reduced sick leave)
5. Promotion of Preconception Health
 - folic acid consumption
 - smoking cessation
 - healthy weight
 - reproductive life planning
6. Provision of Care Coordination to High-Risk Family Planning Clients
7. Offering Incentive Programs to Promote Healthy Behaviors
8. Supporting Family Planning Staff Development Training Activities
9. Enhanced Services: Interpretation, Transportation
10. Enhanced Clinic Records Systems
11. Enhanced Community Needs Assessment Activities
12. Purchase of Family Planning Resource Materials (e.g., texts, journal subscriptions, etc.)
13. Provision of Enabling Services for Postpartum Sterilization (e.g., childcare, transportation)

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CONTRACTS

Allocation Page

Waiting for Program Admin Approval

NOV 27 2013

For Fiscal Year:13/14

Estimate Number: 5

	151 13A1 5151 TZ	151 13A1 5735 00	151 13A1 5735 AP	151 13A1 5735 AV	151 13A1 592B FP	151 13A1 592C FP	151 13A1 6014 FR	Proposed Total	New Total						
	Payment Period 11/01- 06/30	Payment Period 07/01- 05/30	Payment Period 07/01- 06/30	Payment Period 11/01- 06/30	Payment Period 11/01- 06/30	Payment Period 01/01- 06/30	Payment Period 01/01- 06/30	Payment Period 01/01- 06/30	Payment Period 01/01- 06/30	Payment Period 07/01- 06/30	Payment Period 07/01- 07/29	Payment Period 08/01- 06/30			
	Service Period 10/01- 05/31	Service Period 06/01- 05/31	Service Period 06/01- 05/31	Service Period 10/01- 05/31	Service Period 10/01- 05/31	Service Period 12/01- 05/31	Service Period 03/01- 05/31	Service Period 06/01- 05/31	Service Period 06/01- 05/31	Service Period 06/01- 06/29	Service Period 07/01- 05/31	Service Period 06/01- 05/31			
01 ALAMANCE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132,691.00	
03 ALBEMARLE REG	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,912.00	\$0.00	\$2,912.00	\$120,484.00
02 ALEXANDER		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,677.00	
04 ANSON	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$472.00	\$0.00	\$472.00	\$94,677.00
05 APPALACHIAN		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178,906.00	
07 BEAUFORT	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$665.00	\$0.00	\$665.00	\$117,239.00
09 BLADEN		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,218.00	
10 BRUNSWICK		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$116,814.00	
11 BUNCOMBE	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$842.00	\$0.00	\$842.00	\$125,483.00
12 BURKE	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$564.00	\$0.00	\$564.00	\$114,826.00
13 CABARRUS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,580.00	
14 CALDWELL	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$794.00	\$0.00	\$794.00	\$149,520.00
16 CARTERET	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,841.00	\$0.00	\$1,841.00	\$120,389.00
17 CASWELL	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$347.00	\$0.00	\$347.00	\$69,904.00
18 CAYAWBA		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$89,662.00	
19 CHATHAM		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76,791.00	
20 CHEROKEE	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$364.00	\$0.00	\$364.00	\$65,586.00
22 CLAY	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$244.00	\$0.00	\$244.00	\$39,641.00
23 CLEVELAND	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$325.00	\$0.00	\$325.00	\$129,246.00
24 COLUMBUS	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$796.00	\$0.00	\$796.00	\$81,302.00
25 CRAVEN	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,304.00	\$0.00	\$1,304.00	\$214,148.00
26 CUMBERLAND		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$485,415.00	
28 DARE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,476.00	
29 DAVIDSON	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,144.00	\$0.00	\$1,144.00	\$159,237.00
30 DAVIE	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$353.00	\$0.00	\$353.00	\$66,827.00
31 DUPLIN	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$631.00	\$0.00	\$631.00	\$108,864.00
32 DURHAM	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$710.00	\$0.00	\$710.00	\$192,974.00
33 EDGEcombe		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$220,889.00	
34 FORSYTH	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$550.00	\$0.00	\$550.00	\$198,483.00
35 FRANKLIN	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$563.00	\$0.00	\$563.00	\$63,684.00
36 GASTON	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,455.00	\$0.00	\$1,455.00	\$162,310.00
38 GRAHAM	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$264.00	\$0.00	\$264.00	\$39,668.00
03 GRAN-VANCE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,694.00	
40 GREENE	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$431.00	\$0.00	\$431.00	\$87,966.00
41 GUILFORD		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$462,705.00	
42 HALIFAX		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$247,102.00	
43 HARNETT		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,001.00	
44 HAYWOOD	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$686.00	\$0.00	\$686.00	\$113,981.00
45 HENDERSON	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$516.00	\$0.00	\$516.00	\$79,672.00
46 HERTFORD		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$141,462.00	
47 HOKE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$83,796.00	
48 HYDE	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$265.00	\$0.00	\$265.00	\$49,624.00
49 IREDELL	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$709.00	\$0.00	\$709.00	\$144,240.00
50 JACKSON		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$166,894.00	
51 JOHNSTON	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$760.00	\$0.00	\$760.00	\$105,630.00
52 JONES	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$284.00	\$0.00	\$284.00	\$53,599.00
53 LEE		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,737.00	
54 LENOIR	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$905.00	\$0.00	\$905.00	\$201,132.00
55 LINCOLN	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$381.00	\$0.00	\$381.00	\$37,147.00
56 MACON	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$394.00	\$0.00	\$394.00	\$57,746.00
57 MADISON	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$327.00	\$0.00	\$327.00	\$70,481.00
D4 MAR-TYR- WASH	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,222.00	\$0.00	\$1,222.00	\$245,773.00
60 MECKLENBURG	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,424.00	\$0.00	\$3,424.00	\$790,105.00
62 MONTGOMERY	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$408.00	\$0.00	\$408.00	\$85,312.00
63 MOORE	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$574.00	\$0.00	\$574.00	\$154,081.00
64 NASH	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,184.00	\$0.00	\$1,184.00	\$186,159.00
65 NEW HANOVER		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$141,933.00	
66	*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$678.00	\$0.00	\$678.00	\$115,995.00

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: **January 6, 2014**
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: January 6, 2014
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) Ferry Tolls

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: January 6, 2014
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: **January 6, 2014**
Attachments: **Yes**

ITEM TITLE: **SUPPLEMENTAL INFORMATION**

Department Reports

- 1) Tax (Signature Required)
- 2) Senior Center
- 3) Social Services & Child Support
- 4) Health
- 5) Animal Control
- 6) Finance
- 7) Human Resources
- 8) Inspections/Code Enforcement

Informational Items

- 1) Resolution from Tyrrell County Opposing Proposed Ban on Coyote Hunting
- 2) Hyde County Board of Health Minutes 9-24-2013

**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 November, 2013

CURRENT TAX

DEPOSITS	COUNTY WIDE	MOSQUITO TAX	SOLID WASTE	WEST QUARTER	INTEREST
\$777,367.10	\$767,823.84	\$8,351.01	\$0.00 Res \$0.00 Comm	\$273.69	\$43.54
	2013				
	\$ 875.02				

CURRENT DMV

DEPOSITS	COUNTY WIDE	MOSQUITO TAX	INTEREST
\$8,812.79	\$8,724.73	\$40.39	\$47.67

DELIQUENT DMV

2012	COUNTY WIDE	\$3,952.96
	MOSQUITO	\$0.59
2011	COUNTY WIDE	\$1.56
	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		\$412.55
		\$0.00
		\$4,367.66

DELIQUENT TAX

2012	\$22,394.98
2011	\$15,623.36
2010	\$7,898.15
2009	\$3,040.03
2008	\$143.58
2007	\$85.59
2006	\$478.06
2005	\$67.22
2004	\$0.00
2003	\$97.72
2002	\$0.00
2001	\$0.00
SQWS	\$27.31
MOSQUITO TAX	\$493.29
SOLID WASTE RES	\$197.38
SOLID WASTE COMM	\$0.00
INTEREST	\$8,800.64
WEST/QUARTER	\$0.50
LEGAL FEES	
	\$59,347.81

2014 PREPAYMENTS

Brimmage Lee A.	202277	\$30.00
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\$30.00

OVERPAYMENT

Perez, Genaro	207704	1,825.07
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\$0.00

Respectfully Submitted

December 2, 2013

Linda M Basnight
Tax Administrator

Chairman of Commissioners

MATTAMUSKEET SENIOR CENTER

Manager's Monthly Report

November, 2013

Participants on Meals-On-Wheels	Swan Quarter	Fairfield	Engelhard	Mattamuskeet Village	Total
	7	6	9	4	26
Total Meals-on-Wheels Served	459				
Congregate Meals Served	259				
Participants served for Congregate	23				
Attendance to center for activities, (crafts, exercise, meals, meetings, etc.)	292				

Hyde County DSS Programs
 Month of **November** 2013

Income Maintenance Programs	Active Cases	Applications Taken	Reviews/Redetermination	Other Changes
Medicaid	1005	29	41	91
Long Term Care MAA	32			
Long Term Care MAD	9			
Food Stamps	550	26	22	
Work First	16	1	1	
Total	1,612			
Medicaid Transportation Program	Transported	Gas	Vouchers	Active Cases
Medicaid	38	82	8	255
Dialysis	39	0	0	3
Title III	1	7	0	27
Total	78	89	8	285
Child Protected Services	Reports	Substantiated	Unsubstantiated	Recommendations for Svcs
	2		2	
Adult Services (Ongoing)	Active CAP Cases	At Risk/SA In Home		
	19	7		
Crisis Intervention	Applications Taken	Approved	Denied	
	49	43	6	
Medication Assistance	Applications Taken	Approved	Denied	
	1	1		
Daycare Services	Mainland	Ocracoke	Out of County	
Cases	1	14	4	
Children	2	16	5	

Reviews/Redetermination processed monthly
 Cap cases have daily, weekly and monthly contacts
 Reviews done every six months

Hyde County DSS Programs
 Month of November 2013

	Applications	Approvals		
Fishing License				
Christmas Cheer	38			
Children Services	88			
LIEAP				

Reviews/Redetermination processed monthly
 Cap cases have daily, weekly and monthly contacts
 Reviews done every six months

**Hyde County Health Department
Fiscal Year 2013-2014
Monthly Summary Report – November 2013**

Clinic Nursing Services:

<u>Program Services Provided</u>	<u>Current Month</u>	<u>Year-to-Date</u>
Family Planning Clients	16	75
Maternal Health Clients	1	28
Adult Health Clients (Wellness)	7	32
Adult Health Telemedicine (Primary Care)	13	64
BCCCP Clients	6	23
Immunizations	4	46
STD Treatments	3	20
Communicable Disease Cases	1	6
TB Treatments (Latent)	3	4
WIC – Mainland		
• Certifications	12	64
• Mid-Certification Assessments	2	51
• Pick-ups	22	106
• Vendor Trainings	0	2
WIC – Ocracoke (Quarterly)		
• Certifications	0	9
• Mid-Certification Assessments	0	3
• Pick-ups	0	14
• Vendor Trainings	0	0
Pregnancy Care Management		
• Case Load	6	6
• Contacts	25	116
• Attempts (No Contact)	4	16
Care Coordination for Children		
• Case Load	7	7
• Contacts	69	203
• Attempts	10	26
Seasonal Flu Shots/Flu Mists		
• Adults	42	181
• Children	13	25

Medication Assistance Program:

New Patients Enrolled	1	10
Patients Served	16	101
New Requests	3	19
Reorder Requests	15	80
Medications Requested	18	97
Medications Received	16	94
Medications Delivered	16	92

Environmental Health Services:

Food and Lodging:

• F&L Inspections	4	60
• F&L Visits	5	51
• F&L Pre-Opening Visits	0	2
• F&L Permits Issued	0	2
• F&L Complaint Investigations	0	1
• F&L Consults	5	47
• General Sanitation	0	26
• Vector Control	0	2
• Animal Control	0	8
• Health Education	0	2

On-Site Wastewater:

• Sites Visited/Evaluated	0	76
• Improvement Permits Issued	0	15
• Construction Authorizations	0	28
• Consultative Contacts	34	256
• Operation Permits Issued	0	19

On-Site Well:

• Grouting Inspection	0	1
• Well Site Consultative Visits	0	1
• Well Certificate of Completion	0	1
• Bacteriological Samples Collected	1	5
• Other Sample Collected	1	3
• Well Consultative Contacts	2	40

Hydeland Home Care Agency:

Total Patients Served	55	+4
• Home Health Medicare	11	+4
• Home Health Medicaid	28	+2
• Home Health Private	3	+2
• Community Alternative Program (CAP)	5	NC
• Homemaker	7	-4
• Project Care	1	NC

Admissions

• Home Health Medicare	5	16
• Home Health Medicaid	1	4
• Home Health Private	3	10

Discharges

• Home Health Medicare	1	6
• Home Health Medicaid	1	7
• Home Health Private	1	6

Referrals

• Home Health Medicare	7	24
• Home Health Medicaid	1	5
• Home Health Private	3	11

Healthy Communities:

Healthy Communities/Health Education/Promotion:

- Recreation Commission meeting November 20th to complete asset map with consultant for Master Plan
- Monthly LPAN message posted on Face book for "Maintain Don't Gain" Holiday Challenge
- Project DIRECT Legacy for Men and their Families meeting with HP4H Chronic disease task force first Friday of each month; update training and licensure acquired with Albemarle Commission Area Agency on Aging
- Billboard updates scheduled from Tobacco Free Living CTG/P and NENCPPH
- Attended Nourishing NC Gardens conference and training with garden managers

Hyde Partners for Health:

- Meeting with community share health alliance rescheduled November 25th – no show
- Tobacco Substance and Alcohol Abuse Task Force meeting held November 12th – Freedom from Smoking class to be offered December 6th through January 19th
- LPAN updates and next scheduled meeting to be determined; monthly electronic board message posted: "Join Holiday Challenge: Maintain Don't Gain Eat Smart Move More NC"
- Chronic Disease Task Force met with Project Direct Legacy Nov. 1st and 2nd to update training and commit to resourceful communities peer learning webinar sessions
- Access to Primary Care task force reported on telemedicine usage and updated KBR funding for 2013 SOTCH
- 2013 SOTCH completed and submitted to state on November 26th

Change for Good (KBR & CTG/P):

- Worksite Walking competition reports for 16 employees enrolled - Total Distance: 292.46 Miles; Total Time Active: 86 Hours 13 Minutes; Total Steps: 589,914
- CTG/P grant opportunity for Change for Good Project Phase 2 Letter of Intent following meeting with Workforce Development for YES! training implementation
- Meeting with Dr. Clifton Watts for information to draft progress report to KBR on November 20th; progress report submitted to KBR on December 2nd

**Hyde County Health Department
Animal Control Report
November 2013**

Total **Documented** Calls/Requests for Assistance - **1**

Breakdown of Calls by Type:

- Bite – 1
- Vicious/Dangerous – 0
- Rabies – 0

Detail of Calls by Type:

- **Bite (1)**
 - Received call from Swan Quarter resident about bite on her hand while attempting to shoo a stray dog from her yard; resident treated herself with first aid to her hand; Animal Control Officer II dispatched to pick up stray dog and return it to the Hyde County Animal Shelter; dog will be quarantined for ten (10) day period of time; if unclaimed, dog will either be adopted out of euthanized

- **Vicious/Dangerous (0)**

- **Rabies (0):**

Report Compiled and Authorized by:

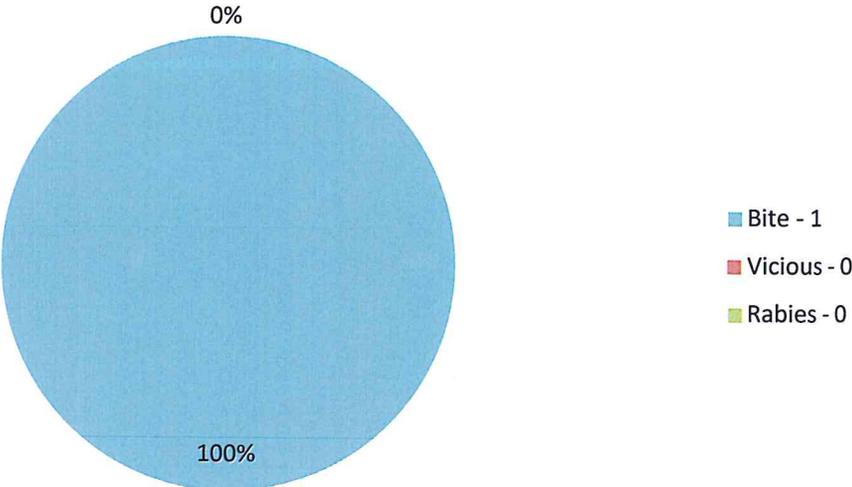
Wesley P. Smith

December 16, 2013

Wesley P. Smith, Health Director

Date

Animal Control Incidents - November 2013



HYDE COUNTY GENERAL FUND

NOVEMBER 2013

APPROVED BUDGET AMENDED BUDGET EXPENSES AS OF 11/30/13

General Government:

Governing Board	\$26,453.93	\$26,453.93	\$10,863.98
Administration	\$806,028.28	\$806,028.28	\$564,603.38
Elections	\$86,425.51	\$86,425.51	\$25,992.81
Finance	\$157,723.03	\$157,723.03	\$68,460.05
Tax	\$252,141.55	\$252,141.55	\$66,992.12
Legal	\$50,000.00	\$50,000.00	\$10,538.45
Register of Deeds	\$187,052.76	\$187,052.76	\$47,962.38
Planner	\$138,363.92	\$150,363.92	\$50,889.49
Public Building Maint.	\$379,707.99	\$379,707.99	\$141,985.82
Court Facilities	\$10,000.00	\$10,000.00	\$1,175.08
Various Grants	\$80,000.00	\$80,000.00	\$16,831.51
Human Resources	\$72,172.29	\$72,172.29	\$29,170.15

Public Safety:

Sheriff	\$1,372,310.85	\$1,372,310.84	\$524,148.84
Jail	\$149,041.17	\$149,041.17	\$54,168.14
ABC Rehab.	\$1,800.00	\$1,800.00	\$1,029.99
Emergency Management	\$166,551.15	\$166,551.16	\$73,358.00
Vol. Fire Dept.	\$108,750.00	\$108,750.00	\$27,187.50
State Forestry	\$73,132.00	\$73,132.00	\$16,591.73
Inspections	\$134,902.13	\$134,902.13	\$53,925.54
EMS	\$1,435,124.99	\$1,435,124.99	\$623,118.70
Animal Control	\$14,883.00	\$14,883.00	\$5,161.80
Medical Examiner	\$3,000.00	\$3,000.00	\$1,200.00

Transportation:

Airport	\$95,100.00	\$95,100.00	\$36,216.43
Elderly and Handicapped	\$98,998.00	\$98,998.00	\$55,048.00

Env. Protection:

Solid Waste	\$900,000.00	\$900,000.00	\$375,071.80
Soil Conservation	\$124,614.77	\$124,614.77	\$51,818.61
Stream Cleanup			

Ec. & Physical Development:

Coop. Extension	\$107,569.59	\$107,569.59	\$30,802.03
Swan Quarter Dike			
JCPC	\$54,888.00	\$54,888.00	\$15,935.91

Human Services:

Health	\$252,605.00	\$270,135.00	\$134,011.02
Environmental Health	\$70,254.00	\$70,254.00	\$30,424.76
Food & Lodging	\$42,116.00	\$42,116.00	\$12,706.16
Family Planning	\$65,614.00	\$65,614.00	\$28,560.30

HYDE COUNTY GENERAL FUND

NOVEMBER 2013

Maternal Health	\$23,169.00	\$23,169.00	\$8,960.41
Health Promotion	\$23,913.00	\$27,617.89	\$8,954.44
Triple P Program		\$93,985.00	\$626.69
Immunization Action	\$8,027.00	\$8,027.00	\$4,179.17
Child Health	\$14,034.00	\$14,034.00	\$2,358.61
Women, Infant and Children	\$31,860.00	\$31,860.00	\$12,921.32
Communicable Disease	\$13,110.00	\$13,110.00	\$4,926.97
Public Management Entitiy	\$9,556.00	\$9,556.00	\$3,361.06
Breat and Cervical Cancer	\$16,229.00	\$16,229.00	\$4,396.94
Adult Health	\$89,522.00	\$89,522.00	\$35,396.10
Medication Assistance	\$19,300.00	\$23,300.00	\$11,321.75
Mosquito Control	\$4,035.00	\$4,035.00	
Private Well	\$1,000.00	\$1,000.00	\$198.72
Boterrorism Respense	\$45,544.00	\$45,544.00	\$18,852.95
KB Reynolds	\$76,222.00	\$76,222.00	\$11,875.15
Community Transformation	\$2,500.00	\$6,500.00	\$128.20
Tobacco Free Hyde	\$6,950.00	\$6,950.00	
Hyde County Transit	\$18,000.00	\$18,000.00	
Child Services Coordination	\$10,866.00	\$10,866.00	\$4,591.66
Pregnancy Care Management	\$11,463.00	\$11,463.00	\$5,199.94
Mental Health	\$10,914.00	\$10,914.00	\$2,728.50
Direct Legacy for Men	\$15,000.00	\$15,000.00	\$1,141.66
Social Services:			
Administration	\$1,047,040.58	\$1,047,040.58	\$382,776.35
Titile III	\$26,376.00	\$26,376.00	\$9,171.24
SAD-SAA	\$50,500.00	\$50,500.00	\$22,366.00
AAF County Issued			
Medicaid	\$2,500.00	\$2,500.00	\$266.15
Public Service Assistance	\$278,687.00	\$278,687.00	\$53,074.19
CAPS Program	\$86,270.79	\$86,270.79	\$29,690.32
Day Care Support Services	\$80,000.00	\$80,000.00	\$27,922.35
Day Care Support Services	\$289,622.00	\$289,622.00	\$50,631.25
Mattamuskeet Opportunities	\$168,519.79	\$168,519.79	\$49,411.68
Other Human Services:			
Elderly Nutrition	\$30,320.00	\$30,320.00	\$15,160.00
Veteran Service Officer	\$9,889.28	\$9,889.28	\$3,138.99
Mental Health			
Cultural Arts:			
Bearfort County Arts Council	\$1,000.00	\$1,000.00	\$1,000.00
BHM Regiona Library	\$42,000.00	\$42,000.00	\$21,000.00
Education:			
Current Expense	\$1,199,568.00	\$1,247,568.00	\$547,835.00

HYDE COUNTY GENERAL FUND

NOVEMBER 2013

Capital Outlay	\$220,000.00	\$220,000.00	\$155,965.49
QZAB Payment	\$55,964.58	\$55,964.58	\$55,964.58
QSCB Payment	\$224,381.17	\$224,381.17	\$224,381.17
Transfers to Other Funds:	\$85,591.80	\$85,591.80	
TOTAL GENERAL FUND EXPENSES:	\$11,866,768.90	\$12,049,988.79	\$4,977,825.48
TOTAL GENERAL FUND REVENUES:	\$11,866,768.90	\$12,049,988.79	\$5,104,318.03
EXCESS REVENUES OVER EXPENDITURES FOR GENERAL FUND:	\$126,492.55		

Human Resources Department Report – December 2013:

- Verified information for vacation/sick leave for employees
- Completed longevity payroll
- Completed monthly payroll
- Completed and processed monthly vouchers to pay employees' insurances, tax garnishments, child support payments, retirement, etc.
- Assisted County Manager by answering County's main telephone line in absence of the County Clerk/Executive Assistant and other duties as needed
- Daily Tasks - Assisted employees as necessary concerning hours worked, salary, insurance, benefits, retirement, deposit changes, etc.
- Attended the National Seminars' Payroll Law class in Greenville
- Attend the National Seminars' Human Resources Retention class
- Coordinated and assisted with decorating the Courthouse for Christmas
- Processed monitored one outstanding FMLA Claim
- Enrolled two new part-time employees
- Continued to distribute and compile the new NC-4 & NC-4 EZ forms for all employees

Respectively submitted,

Tammy Blake

	2012 Totals		2013 Totals	
	<u>Mainland</u>	<u>Ocracoke</u>	<u>Mainland</u>	<u>Ocracoke</u>
<u>Code Enforcement</u>				
No. Permit Applications				
Residential:	0	0	1	1
Commercial:	0	0	0	0
Other:	13	7	30	6
	<u>Mainland</u>	<u>Ocracoke</u>	<u>Mainland</u>	<u>Ocracoke</u>
No. Permits Issued				
Residential:	0	0	1	1
Commercial:	0	0	0	0
Other:	13	7	30	6
	<u>Mainland</u>	<u>Ocracoke</u>	<u>Mainland</u>	<u>Ocracoke</u>
<u>Inspections</u>				
Site Visits	7	1	64	2
Investigations	0	0	1	0
Call Returned	82	8	0	0
Inspections	83	6	26	20
Conferences	2	2	8	4
ODO/Plan Reviews	4	0	0	0
School			3 days	
ODO Meeting		0		0
Miles Driven:				
Fees Collected from January 2013 to December 2013	\$ 30,750.85	January 2012 to December 2012	\$ 33,928.86	
Fees Collected since July 1, 2013	\$ 17,454.88			
Fees Collected this Month	\$ 5,315.60			
July 01, 2013 to December 31, 2013				County Projection for 2013/2014
Building Permit Fees Collected	\$ 5,472.86	New Residential/Commercial Construction		\$ 12,000.00
		Renovations, Docks, Bulkhead, etc		\$ (6,527.14)
Inspection Fees Collected	\$ 9,747.52	Electrical, HVAC, Plumbing, insulation		\$ 10,000.00
Penalties Collected	\$ 490.00			\$ (252.48)
				\$ 1,000.00
				\$ (510.00)

Tyrrell County Board of Commissioners

Post Office Box 449
Columbia, North Carolina 27925
Telephone (252) 796-1371

Thomas W. Spruill, Chairman
Leroy Spivey, Vice Chairman
Nathan T. Everett
Larry G. Hill
Carl Willis



David L. Clegg, County Manager
Penny Rhodes Owens, Clerk to the Board
David Gadd, County Attorney

RESOLUTION OPPOSING ANY PROPOSED BANS ON THE TAKING OF COYOTES IN TYRRELL COUNTY

WHEREAS, the Southern Environmental Law Center (SELC) has filed a complaint in the U. S. District Court for the Eastern District of North Carolina and;

WHEREAS, the SELC is seeking to eliminate the hunting of coyotes on public and private land in the five-county Red Wolf Recovery Area and;

WHEREAS, Tyrrell County is within the five-county Red Wolf Recovery Area and;

WHEREAS, Elimination of coyote hunting presents a threat to livestock, pets, and private property as well as native wildlife and;

WHEREAS, Elimination of coyote hunting would cause irreparable harm to landowners' ability to protect private property and manage native wildlife and;

WHEREAS, Federal regulations associated with the reintroduction of the Red Wolf allows for incidental taking of Red Wolves pursuant to regulations allowing the taking of coyotes.

THEREFORE, BE IT RESOLVED, that the Tyrrell County Board of Commissioners opposes any proposed bans on the taking of coyotes in Tyrrell County.

Adopted this the 17th day of December, 2013.

Thomas W. Spruill, Chairman
Tyrrell County Board of Commissioners

ATTEST:

Penny Rhodes Owens, CMC, NCCCC
Clerk to the Board

Hyde County Board of Health

Minutes

Regular Meeting Special Meeting

September 24, 2013

Conference Room, Hyde County Health Department,
1151 Main Street, Swan Quarter, NC 27885

I. Call to Order and Introductions

The Hyde County Board of Health Meeting was called to order by Chairman Randy Hignite at 7:00 p.m.

Members Present	Dr. Erin Baker, Cheryl Ballance, Randy Clayton, Randy Hignite - Chair, Tynia Harris, Homer Robbins
Members Absent	Ken Collier – Vice Chair, Willie Shaw, Kathy Spencer, Barry Swindell
Staff Members Present	Wesley Smith – Health Director, Luana Gibbs – Nursing Supervisor II, Annette Swindell – Administrative Assistant I
Others Present	None

Roll was called and a quorum was established to begin the meeting

II. Approval of Meeting Agenda

Smith asked to amend the agenda to include under Section VII. e. New Business, discussion of expired Board of Health Members reappointments. A motion was made by Clayton and second by Balance – motion carried. Hignite asked to add under VII. f. New Business, discussion of Environmental Health onsite issues. All present agreed by affirmation.

III. Approval of Minutes

Clayton made a motion to approve the minutes of the June 18, 2013 board meeting as presented, second by Robbins – motion carried.

IV. Public Comments

The floor was opened for public comments. There were no public comments made.

V. Old Business

Smith reported that the amendment to Chapter 32, Solid Waste Ordinance, was approved by the Hyde County Board of Commissioners. The Public Utilities Director and/or Solid Waste Supervisor will be enforcing the ordinance. The Health Department would be involved only in situations that would involve a public health nuisance or imminent public health hazard.

VI. Reports

<p>A. Health Director</p>	<p><u>Additional Funding:</u> Smith informed the Board that there was no additional funding added during this quarter.</p> <p><u>Staffing:</u> There were no staff changes during this time period. Smith informed the Board that if we received funding from Kate B. Reynolds for year two of the Primary Care telemedicine project, then Kelley Newman, RN would be included in our payroll as staff. This funding would cover her salary and would be discussed later when it happened. Ballance asked if Newman had been accepted into the Nurse Practitioner class and was informed that she had been.</p>
<p>B. Finance/Budget</p>	<p><u>Quarterly Expenditure Report:</u> Smith reviewed the Report of Expenditures, Encumbrances and Appropriations for the fiscal year ending June 30, 2013. He pointed out that expenditures were under budget by 12.1%.</p> <p><u>Quarterly Revenue Report:</u> Smith reviewed the Statement of Revenues for the fiscal year ending June 30, 2013. The agency was short in revenue receipts by 14.5%. The process is to draw down what we actually spend. We do not have the final audited figures. He recently attended orientation for new Health Directors in Asheville, and there was discussion about developing financial reports that were more user-friendly.</p>
<p>C. Program</p>	<p><u>Animal Control:</u> Smith reviewed the Animal Control Report for the quarter and fiscal year ending June 30, 2013. There were five (5) incidents reported for the quarter. He also reviewed the annual Animal Control Report, which indicated a total of 16 calls. Calls are down significantly since the program was changed to respond only what is mandated by the State. We continue to get nuisance calls; however, the County Manager has instructed us to continue to only do what is mandated by the State.</p> <p><u>Home Health Report:</u> Smith reviewed the quarterly comparison report of statistics for the quarter ending June 30, 2013. Revenues for this quarter as compared to the same quarter last year is lower, primarily due to a decline in Medicaid receipts because the State transitioned from EDS to NC Tracks. There was also a problem with bank routing number which had to be resolved.</p> <p>As part of our agency's Strategic Plan, Kittie Davis, RN with Martin/Tyrrell/Washington Health District, will contract with us as a Home Health consultant. She will</p>

	<p>work with Rita Clayton, PH Nursing Supervisor I, on reports and billing. We anticipate that what we get in return will outweigh the cost to contract with Ms. Davis. Our revenues are about \$10,000 lower. We should be back on track for billing now. Robbins asked if “Obama care” would affect us. Smith stated that we didn’t know yet what the overall effect would be. North Carolina voted not to expand the Medicaid base, and that is a major factor that will affect Medicaid service. Blue Cross and Blue Shield of NC is the only agency approved for the Health Exchange in Hyde County.</p>
D. Annual	<p><u>Bad Debt Report:</u> Smith presented the Bad Debt Write-off Authorization for the fiscal year ending June 30, 2013. This past fiscal year we only have \$37.82 to place on bad debt. Annette Swindell reviewed the Debt Setoff Report for the fiscal year ending June 30, 2013. A total of \$616.04 had been submitted to the Debt Setoff Program during the past fiscal year. Swindell stated since we are participating in the Debt Setoff Program, anything that is \$50 and over can go to that program instead of writing it off. A motion was made by Robbins to accept both the Bad Debt Write-off and Debt Setoff amounts, second by Balance – motion carried.</p> <p><u>Communicable Disease:</u> Luana Gibbs reported that Chlamydia cases were down from the previous year. There was a question about Lyme’s Disease. Gibbs explained there was an investigation, but no case was opened. A motion was made by Ballance to approve, second by Robbins - motion carried.</p>
E. Other	No other reports.

VII. New Business

Transfers from Funds 50 and 51:

Smith presented a report to Board members of transfers that were needed for Funds 50 and 51 to clear out negative balances. As of June 30, 2013, there was a negative \$73,432.55 in Fund 50. There is \$57,032.98 in outstanding accounts receivable to help offset that negative balance. For Fund 51, there is a negative \$16,075.54, with \$15,546.65 in outstanding accounts receivable. Finance Director Corrinne Gibbs has requested a transfer of \$88,686.40 to clear out the negative balances in Fiscal Year 2012-13. After discussion, Robbins made a motion to approve the transfer, with a second by Balance – motion carried. Once outstanding receivables are collected, they go back into the fund balance. Smith stated that the remaining balance of \$1,061,643.40 in Fund 50 sounds like a lot but it isn’t. Robbins stated he thought we did a transfer from the PCS program last year, but Smith reminded him that we closed the PCS program a few years back. Medicaid and Medicare reimbursement is being cut every year. Harris asked what these

programs pay an hour now. Smith stated that there is a 2% payment reduction that started April 1, 2013. We need to take a couple of years and see if there is any improvement in Home Health's financial situation. Hignite suggested forming a committee to look into this. It was stated that by contracting with Kittie Davis as a consultant, it could help us improve. Ballance stated there might not be anything that we can do to improve the agency's financial condition. Smith stated that many county Health Departments have already sold the Certificate of Need for their respective Home Health agencies. If the Board decides we can't continue to operate our Home Health agency, there are other private agencies that can come in the county and provide the service.

Animal Bite Protocol – Rabies Post Exposure Plan: Luana Gibbs informed Board members that we currently do not provide post-exposure treatment for animal bites. Patients are sent to their primary care provider, who will typically refer the patient to the local emergency department to initiate treatment. By having the post-exposure prophylaxis vaccine at the health department, we increase access to care for citizens in the county. If the patient qualifies for the 250% Federal Poverty level, we can get the vaccine from the State's Indigent Program. For all others, we would file their insurance and apply the Sliding Fee Scale. The emergency room wants to send patients to us and most private providers do not stock the vaccine. The cost is around \$195.00 per dose and patients would need three doses beyond the initial dose. Standing Orders are in place and we are requesting the Board of Health to approve the Post Exposure Plan. Rabies control is a program that we are mandated to provide. We would keep one dose here and order more as we need it. We can order this through Cardinal Health with a three day turn-around. Gibbs stated that doses are given on 0, 3, 7, and 14 days. Dr. Baker added also day 28. Hignite asked for a motion. Motion was made by Robbins and second by Clayton – motion carried.

Revisions/Additions to Fee Schedule: Smith reported that a full approval of our fee schedule was done in Fiscal Year 2011-12. We have not updated our current fee schedule because fees are based on the Medicaid Cost Settlement. The State has changed the format that was previously used, and they are behind on cost settlements. We continue to use the basic fee schedule approved in Fiscal Year 2011-12, and bring any additions before the Board. Gibbs stated we now offer Nexplanon, which is an implantable birth control method that lasts three years. We have also added Diaphragm fitting and some fees that we need for our telemedicine program. Pap smear fees have been adjusted. The Rabies fee will be the actual cost at time of purchase. The Vaccine Administrative fees may increase to \$20.45 once DMA updates the Medicaid rates. A motion was made by Clayton, second by Robbins – motion carried.

Expired Board Member Terms: Dr. Baker's first term will expire in December 2013, while Balance's and Hignite's first terms expired in July 2013. Collier's first term will expire January 2014. Robbins, Shaw, Spencer came on the Board at the same time and their third (final) terms will expire in March 2014. Those whose term expires in March 2014 will need to come off the Board for a year. If there are any suggestions, let Smith or Hignite know. Hignite, Ballance and E. Baker all agreed to serve another term.

Environmental Health: Hignite informed the Board about the meeting that was recently held between him, Hugh Watson and Dr. Charles Humphries with ECU to discuss the rules affecting septic permits in Hyde County. The coloration of the soils in Hyde County does not match the coloration that is required according to Environmental Health regulations for North Carolina. Dr. Humphries will be assisting our health department by doing borings in different areas within the county. The group revisited those sites after it rained and the borings were empty. Dr. Humphries suggested putting in test wells at each of those sites. We hope to use this data for a larger study that will substantiate that the water level stays below 18 to 20". Hignite stated it would take some time to put the wells in. Robbins asked how deep they would be. Hignite replied that they could be 5-6 feet, most of the time 36 inches. Ballance asked if there was any help to pay for the study. Smith stated there was not any and that ECU is using this as a study. This will look good at re-accreditation as it will show we are making an effort to work with the State.

Telemedicine Primary Care Project: Kelley Newman, RN, was in attendance to discuss the current states of our primary care via telemedicine project. She stated that an application for funding has been submitted to the Kate B. Reynolds (KBR) Charitable Trust foundation. She provided a summary update through today for the project, indicating 111 appointments. Post cards were sent out for the open house held in February, as well as the health department's Face book account and website. Hignite stated it was also in the Chamber's newsletter. He asked if there have been any problems. Newman stated that use of technology is sometimes a problem. The primary care physicians are great and spend a lot of time with the patients. Hignite asked about going around the county, possibly to churches, to give a presentation. Newman stated it has been discussed but she has not done anything yet. There was information set up at the health department's booth at Relay for Life. Harris also suggested the Rotary Club, the Ruritan Club and maybe the schools to give presentations. Smith stated that our first year was July 2012 to June 2013, but the program did not actually start until February 2013. Appointments are gradually picking up. The year one summary report has been submitted to KBR and we will apply for year two funding. We have heard that KBR wants to fund telemedicine projects over a long period of time. Smith stated that Harvey Case, CEO of Vidant Beaufort and Vidant Pungo Hospitals, signed a letter of support for this program. Everyone is pleased with what they have seen. KBR is focusing their grants on tier one counties. They are interested in Hyde participating in the Healthy Community Grant. Albemarle Hospital Foundation needed another entity to be the applicant and tried to get Tyrrell County, but the Health Director was not interested. Newman is working on her Nurse Practitioner degree. Hignite asked if she saw more symptoms and Kelley replied she saw more acute problems such as sinus issues, etc. Ballance asked if the health department was applying for MAP funding. Smith stated it should still be available for us. Hignite asked if we kept records of who we see. Gibbs and Newman stated that we are already doing that. Smith stated that one of the goals of our strategic plan is to transition to Electronic Health Records.

Smith stated that Kerr Drugs called to see if we are going out in the community to give flu shots. Due to the small numbers who came out in past years, the decision was made not to go into the community last year or this year. Our focus is to get as many people to get flu shots as we can. We have been asked by

Vantage South Bank to go to their business and give flu shots to their employees, which we have planned to do.

Smith has talked to Julio Morales, ESL Teacher at Mattamuskeet Schools, about working with us to increase outreach with the Hispanic community, especially through our primary care telemedicine program.

A motion was made by Robbins for the Board of Health to approve applying for Year two funding from KBR. Ballance second the motion - motion carried.

VIII. Other

The Board of Health attendance report was included in the members' board packet.

IX. Next Meeting Date

Smith informed the group that the next meeting is scheduled for December 17, 2013 at a restaurant, which will be our Christmas meeting. There will be certain items that we will need to cover such as a review by Liz Mumm on our 2013 State of the County Health report, a possible revision in fees, election of officers, and approve the 2014 meeting calendar. Board members decided to go back to Martelle's Restaurant. Board members, management team and their spouses/significant others will be invited. A separate Christmas party will be held for Health Department and Home Health staff.

X. Adjournment

Clayton made a motion to adjourn, second by H. Robbins. The motion carried and the meeting was adjourned.

Respectfully submitted:

Signature

Secretary

Date