



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.7.2013

Presenter(s): Barry Swindell

Title: Chairman

Agency/Dept.: Board of Commissioners

Item Title: Call to Order, Opening Prayer, Pledge of Allegiance

Attachments: None

Description: General Activities to Open the Meeting

Times Read: First

Impact on Budget: None

RECOMMENDATION: Participate

MOTION MADE BY:

____ E. Pugh
 ____ A. Byrd
 ____ J. Fletcher
 ____ B. Swindell
 ____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
 ____ A. Byrd
 ____ J. Fletcher
 ____ B. Swindell
 ____ D. Tunnell

Vote:

E. Pugh
 A. Byrd
 J. Fletcher
 B. Swindell
 D. Tunnell

Aye

Nay



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.7.2013

Presenter(s): Barry Swindell

Title: Chairman

Agency/Dept.: Board of Commissioners

Item Title: Consideration of Agenda

Attachments: Yes

Description: Consideration of Agenda for today's meeting

Times Read: First

Impact on Budget: None

RECOMMENDATION: Approve

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

E. Pugh
A. Byrd
J. Fletcher
B. Swindell
D. Tunnell

Aye

Nay



Since 1712

HYDE COUNTY BOARD OF COMMISSIONERS

Monday, January 7, 2013 - 6 PM

Hyde County Courthouse Multi-purpose Room

30 Oyster Creek Road, Swan Quarter, NC

and the

Ocracoke School Commons Area

120 School House Road, Ocracoke, NC

AGENDA

CALL TO ORDER, OPENING PRAYER, PLEDGE OF ALLEGIANCE Chrm. Swindell

CONSIDERATION OF AGENDA Chrm. Swindell

APPROVAL OF MINUTES FROM PREVIOUS MEETING Chrm. Swindell

PUBLIC COMMENTS

The public comment period is a time for the public to make comments to the County Commissioners. Comments should be kept to three (3) minutes and should be directed to the entire board and not to an individual Commissioner, staff member or member of the public. Time for one person to speak cannot be used by another person. Comments that reflect the need for assistance are typically continued to a future Board meeting agenda.

ITEMS OF CONSIDERATION

- 1) BHM Regional Library Agreement Chrm. Swindell
- 2) State of the County Health Report Liz Mumm
- 3) Reappointment to the Hyde County Board of Health Wes Smith
- 4) Appointment of Budget Officer Chrm. Swindell
- 5) Appointment of Veterans Services Officer Tammy Blake
- 6) Appointment to Albemarle RPO's Transportation Advisory Committee Chrm. Swindell
- 7) Appointment to Albemarle RPO's Technical Coordinating Committee Chrm. Swindell
- 8) Appointments to Airport Advisory Committee Kris Noble
- 9) Agreement for Airport Safety / Maintenance Projects Kris Noble
- 10) BCBSNC Exercise Equipment Grant Agreement - Mattamuskeet Senior Center Kris Noble

- | | |
|--|----------------|
| 11) RLF Substitution of Collateral for Existing Customer Precision Pallet, LLC | Kris Noble |
| 12) Designated Agent form for Hyde PDM | Kris Noble |
| 13) Memorandum of Agreement with Engelhard Sanitary District | Kris Noble |
| 14) Personnel Policy Consideration | Tammy Blake |
| 15) Contract for Lobbying Services with McClees Consulting | Chrm. Swindell |
| 16) Medical Director Contract | Justin Gibbs |

BUDGET MATTERS

Transfers by Board

- | | |
|--|----------------|
| 1) Health Dept. - Transfer of HMHC revenue funds to various lines in Child Health | Wes Smith |
| 2) Health Dept. - Transfer from Home Health Salaries Part-Time Line to Maintenance & Repairs | Wes Smith |
| 3) Health Dept. - Transfer from Environmental Health Salaries Part-Time to Contract Services | Wes Smith |
| 4) Planning Dept. - Transfer from Part-Time & Consulting Services to Salaries & Group Insurance | Kris Noble |
| 5) Mental Health - Transfer from Misc. Revenue to County Allocation | Corrinne Gibbs |
| 6) Social Services - Transfer from Contact Interpreter to Contract Social Worker | Gloria Spencer |
| 7) Social Services - Transfer of Federal allocation to LIEAP & CIP ADM | Gloria Spencer |
| 8) Social Services - Transfer of Federal allocation to LIEAP | Gloria Spencer |
| 9) Social Services - Transfer of Federal allocation to Crisis Intervention | Gloria Spencer |

MANAGEMENT REPORTS

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

PUBLIC COMMENTS

The public is invited to use this time to make comments to the County Commissioners on

items discussed during this meeting and/or matters not discussed earlier in the meeting.

CLOSED SESSION (if required)

Pursuant to N.C. GS 143-318.11 (1-9)

SUPPLEMENTAL INFORMATION

Department Reports

- 1) Animal Control
- 2) Health Department
- 3) Code Enforcement & Inspections
- 4) Senior Center

Other Information

- 1) Board of Health Meeting Minutes
- 2) Economic Improvement Council Grant Application



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.7.2013

Presenter(s): Barry Swindell

Title: Chairman / Interim County Manager

Agency/Dept.:

Item Title: Approval of Minutes

Attachments: Yes

Description:
Minutes of the December 3, 2012 meeting.

Times Read: First

Impact on Budget: None

RECOMMENDATION: Approve

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

E. Pugh
A. Byrd
J. Fletcher
B. Swindell
D. Tunnell

Aye

Nay

Meeting Minutes

**Board of County Commissioners
Hyde County**

December 3, 2012

Chairwoman Sharon Spencer called the regular meeting of the Hyde County Board of Commissioners to order at 6:00 PM on Monday, December 3, 2012 in the Hyde County Government Center, Multi-Use Room, and the Ocracoke School Commons Room using electronic conferencing equipment. The following members were present on the mainland: Commissioners Anson Byrd, Sharon Spencer, Barry Swindell and Dick Tunnell; Attorney Fred Holscher; County Manager Mazie Smith; Deputy Clerk Justin Gibbs; and, members of the public. The following members were present on Ocracoke: Commissioner Darlene Styron; Deputy Clerk/PIO Megan Shaw; and, members of the public.

Following opening prayer by Commissioner Tunnell and pledge of allegiance, Chairwoman Spencer called the meeting to order.

Swearing in of New Commissioners

Incoming Commissioners Anson Byrd, John Fletcher, and Earl Pugh, Jr. were sworn in by Clerk of Court, Sharon Sadler.

Incoming Commissioners John Fletcher and Earl Pugh, Jr. were then seated and began participation of the meeting.

Organizational Meeting of the Board

County Manager/Clerk to the Board, Mazie Smith opened the organizational meeting of the Board.

Nomination and Election of Board Chairman

Commissioner Byrd nominated Commissioner Barry Swindell as Board Chairman.

Mr. Fletcher seconded the motion. The motion passed on the following vote:

Ayes – Byrd, Fletcher, Pugh, Swindell, and Tunnell Nays – None

Commissioner Swindell then took over conducting the meeting.

Nomination and Election of Board Vice-Chairman

Commissioner Byrd nominated Commissioner Tunnell as Board Vice-Chairman.

1 Mr. Pugh seconded the motion. The motion passed on the following vote:

2 Ayes – Byrd, Fletcher, Pugh, Swindell, and Tunnell Nays – None

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

4 Commissioner Byrd nominated Averi Simmons as Clerk to the Board.

5 Mr. Fletcher seconded the motion. The motion passed on the following vote:

6 Ayes – Byrd, Fletcher, Pugh, Swindell, and Tunnell Nays – None

7 Ms. Simmons was then sworn in as Clerk to the Board by Clerk of Court, Sharon Sadler.

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

9 Chairman Swindell moved to appoint Justin Gibbs as Deputy Clerk to the Board.

10 Mr. Fletcher seconded the motion. The motion passed on the following vote:

11 Ayes – Byrd, Fletcher, Pugh, Swindell, and Tunnell Nays – None

12 Mr. Gibbs was then sworn in as Deputy Clerk to the Board by Clerk of Court, Sharon Sadler.

13 **Appointment of County Attorney**

14 Commissioner Fletcher moved to appoint Fred Holscher as County Attorney.

15 Commissioner Byrd seconded the motion. The motion passed on the following vote:

16 Ayes – Byrd, Fletcher, Pugh, Swindell, and Tunnell Nays – None

17 Chairman Swindell then moved to close the organizational meeting. Mr. Byrd seconded the motion.

18 The motion passed on the following vote:

19 Ayes – Byrd, Fletcher, Pugh, Swindell, and Tunnell Nays – None

20 **Agenda:**

21 Chairman Swindell asked for any changes to the December 3, 2012 meeting Agenda as presented
22 by the Clerk. Commissioner Byrd moved to approve the agenda as presented by the Clerk with
23 addition of:

24 No. 7a. – Closed Session

25 No. 18a. – Discussion to draft a resolution in support of the repair of Hwy 12 in Dare County

26 Budget Transfers – Elections \$3,000.00

27 Administration \$500.00

28 Register of Deeds \$1,400.00

1 Mr. Pugh seconded the motion. The motion passed on the following vote:

2 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

3 **Recognition of Outgoing Board Members Sharon Spencer and Darlene Styron**

4 The County Manager recognized the outgoing Commissioners, stating that both Ms. Spencer and
5 Ms. Styron contributed tireless hours attending meetings and events on behalf of Hyde County. The
6 County Manager then presented each outgoing Commissioner with a token of appreciation for their
7 dedication and service.

8

9 **Consideration of Minutes:**

10 Chairman Swindell asked for approval of meeting minutes.

11 Commissioner Tunnell moved to approve the November 19, 2012 regular meeting minutes as
12 presented by the Clerk. Mr. Byrd seconded the motion. The motion passed on the following vote:

13 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

14 **Public Comments:**

15 Chairman Swindell called for comments from the public.

16 Susie Credle – Ponzer, stated she is having issues with stray dogs in her neighborhood. She would
17 like to see someone held accountable for the dogs.

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

19 **Closed Session**

20 Commissioner Byrd moved to enter into closed session in accordance with §143-318.11 (1-9). Mr.
21 Fletcher seconded the motion. The motion passed on the following vote:

22 Ayes - Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

23 The Board entered closed session at 6:25 p.m.

24 Commissioner Byrd moved to return from closed session. Mr. Pugh seconded the motion. The
25 motion passed by the following vote:

26 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

27 The Board returned from closed session at 7:00 p.m.

28 **Items of Consideration:**

1 **Presentation on Sea Level Rise**

2 Spencer Rogers of UNC's Sea Grant program at UNCW gave a presentation on the issue of sea-
3 level rise and how Hyde County should prepare to adapt to the changes predicted.

4 **Presentation of Options for Renovating the Public Safety Center**

5 At the County Manger's request, Andy Lamm and Robin Jensen of Lamm Engineering Associates,
6 PLLC have gave a presentation to the Board and the public regarding the possibilities, scope of
7 work, and cost of renovations to repair the Public Safety Center.

8 **Contract for Services with Lamm Engineering Services**

9 The County Manager stated that Lamm Engineering Associates, PLLC had prepared a proposal for
10 the County Manager and the Board to provide a fee for engineering services in the form of
11 investigation, assessment of findings, developing alternative solutions, investigating and tallying
12 projected cost for the various options to repairing the Public Safety Center, as outlined in their
13 presentation. The fee to provide design services as outlined in the proposal was \$4,800. The County
14 Manager stated this money will be paid out of Administration's Contract Services line.
15 Commissioner Byrd moved to pay the invoiced proposal. Mr. Pugh seconded the motion.

16 The motion passed on the following vote:

17 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

18 **Proposal to Add Acreage to Pocosin Lakes National Wildlife Refuge**

19 Hyde County was provided a copy of a draft proposal to expand Pocosin Lakes National Wildlife
20 Refuge in Hyde, Tyrrell, and Washington Counties. According to the County Manager and the
21 County Tax Administrator, this expansion would have a detrimental impact on Hyde County's tax
22 base and ability to maintain mandated and necessary service to the citizens of Hyde County. A
23 resolution was drafted in opposition of this expansion.

24 Commissioner Tunnell moved to adopt the Resolution to oppose the propose expansion of Pocosin
25 Lakes National Wildlife Refuge. Mr. Fletcher seconded the motion. The motion passed on the
26 following vote:

27 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

28 Clerk's Note: A copy of "Resolution Opposing the Proposed Expansion of Pocosin Lakes
29 National Wildlife Refuge" is attached herewith as Exhibit A and incorporated herein by reference.

30 **Agreement for Bond Counsel Services from Sanford Holhouser LLP**

1 At the November 19, 2012 Board meeting, the Commissioners approved the re-financing of several
2 loans with USDA that will lower the interest rates, decrease the number of years that loan payments
3 will have to be made, and result in over \$1 million in savings when the process is complete.

4 The Finance Director stated that Board approval must be given for Bond Counsel Services as
5 directed by the Local Government Commission. The Finance Director recommended using Sanford
6 Holshouser LLP. Commissioner Fletcher moved to approve the *Agreement for Bond Counsel*
7 *Services from Sanford Holshouser LLP*. Mr. Pugh seconded the motion. The motion passed on the
8 following vote:

9 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

10 **Resolution for the Sale of General Obligation Refunding Bonds**

11 At the November 19, 2012 Board meeting, the Commissioners approved the re-financing of several
12 loans with USDA that will lower the interest rates, decrease the number of years that loan payments
13 will have to be made, and result in over \$1 million in savings when the process is complete. A
14 resolution was presented to the board by the Finance Director for the sale of the refunding bonds.

15 Commissioner Tunnell moved to approve the resolution for the sale of general obligation refunding
16 bonds. Mr. Fletcher seconded the motion. The motion passed on the following vote:

17 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

18 In addition to the resolution, the Finance Director presented a bond order authorizing the issuance
19 of said bond. Commissioner Fletcher also moved to to authorize the bond order. Mr. Pugh
20 seconded the motion. The motion passed on the following vote:

21 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

22 Clerk's Note: A copy of "*Resolution for the Sale of General Obligation Refunding Bonds in the*
23 *Maximum Amount of \$5,000,000*" is attached herewith as Exhibit B and incorporated herein by
reference.

24 **Agreement for Hyde County Medical Director**

25 The Emergency Services Director stated Dr. Charles Boyette has served as the Medical Director for
26 Hyde County Emergency Medical Services for a number of years at no cost to Hyde County. With
27 the recent purchase of his practice by Vidant Medical Services, Dr. Boyette is no longer able to
28 serve as Hyde County's Medical Director free of charge. As a result, the Emergency Services
29 Director presented a contract between Hyde County and Dr. Boyette, paying him a fee of \$3,000.00
30 per year. The contract stated that the County shall carry a general liability insurance policy on Dr.
31 Boyette. As no quote had been obtained for general liability insurance at the time of this meeting,

1 Commissioner Fletcher moved to table approving the agreement until the January 7, 2013 Board of
2 Commissioner's meeting. Mr. Byrd seconded the motion. The motion passed on the following vote:

3 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

4 **Contract for Service of Lobbyists 2013**

5 The County Manager reported that the contract for lobbying services with McClees Consulting to
6 oppose the addition and increase of ferry tolls to Ocracoke Island will expire on December 31,
7 2012. The fee is \$10,300.00, with the Hyde County Chamber of Commerce paying \$300.00 and the
8 Ocracoke Occupancy Tax Board paying \$10,000.00. The County Manager stated that contact has
9 not yet been made with the Mainland and Ocracoke Occupancy Tax Boards. Commissioner Fletcher
10 moved to table the decision to pay until contact could be made with both boards. Mr. Tunnell
11 seconded the motion. The motion passed on the following vote:

12 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

13 **Appointment to Albemarle Commission Board of Directors**

14 Ms. Sharon Spencer most recently served on Albemarle Commission's Board of Directors as the
15 Commissioner Representative for Hyde County. With her no longer being a County Commissioner,
16 a new commissioner must be chosen to serve on that board. Commissioner Tunnell nominated
17 Commissioner Earl Pugh, Jr. as the new Albemarle Commission Board member. Mr. Byrd seconded
18 the motion. The motion passed on the following vote:

19 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

20 **Appointment to Northeastern Workforce Development Board**

21 There are currently two vacant seats on the Northeastern Workforce Development Board. The
22 Board seeks to fill these positions with citizens from Hyde County that have an interest in helping
23 citizens find employment. The County Manager spoke with former Board of Education member,
24 Willie Gray Shaw, and he has graciously agreed to serve in this capacity. Commissioner Pugh
25 moved to appoint Mr. Shaw to the Northeastern Workforce Development Board. Mr. Tunnell
26 seconded the motion. The motion passed on the following vote:

27 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

28 **Appointment to Ocracoke Scenic Byway Advisory Committee**

29 Members of the Ocracoke Scenic Byway Advisory Committee would like to have Delores Gilbert
30 join their board as a member. She has already become very involved with the Ocracoke
31 Preservation Society Museum, which is an integral part of the Scenic Byway. Commissioner

1 Fletcher moved to appoint Ms. Gilbert to the Ocracoke Scenic Byway Advisory Committee. Mr.
2 Byrd seconded the motion. The motion passed on the following vote:

3 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

4 **Draft Resolution in Support of Dare County's Efforts to Restore NC Hwy 12**

5 Commissioner Fletcher moved that a resolution be drafted in support and encouragement of Dare
6 County's efforts to restore and rebuild the section of NC Hwy 12 that was severely damaged due to
7 ocean overwash as a result of Hurricane Sandy in October 2012. Mr. Tunnell seconded the motion.
8 The motion passed on the following vote:

9 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

10 **Resolution to Establish Meeting Dates for 2013**

11 The County Manager presented two separate meeting calendars for Board consideration based on
12 input from Board members and the County Attorney. The first option would decrease the number of
13 regular meetings per month to one. The second option would keep the same schedule as is currently
14 used, with two meetings per month, on the first and third Monday of each month. Option one is
15 estimated to save the County approximately \$60,000.00 annually. Commissioner Fletcher moved to
16 adopt the meeting calendar of one meeting per month, on the first Monday of each month. Mr.
17 Tunnell seconded the motion. The motion passed on the following vote:

18 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

19 Clerk's Note: A copy of "*Resolution of the Hyde County Board of Commissioners Establishing*
20 *Regular Meeting Dates*" is attached herewith as Exhibit C and incorporated herein by reference.

21

22 **Budget Calendar for FY 2013-2014 Budget Development**

23 The County Manager presented the calendar that will be used to develop the budget for fiscal year
24 2013-2014. She stated that by law, this calendar must be adopted by the Hyde County Board of
25 Commissioners. Commissioner Byrd moved to approve the calendar as presented. Mr. Fletcher
26 seconded the motion. The motion passed by the following vote:

27 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

28

29 **Employee Recognition Brunch**

1 The County Manager asked the Commissioners to confirm their attendance at the Employee
 2 Recognition Brunch held on December 14, 2012. Commissioners Swindell & Fletcher stated they
 3 would not be able to attend. Commissioners Tunnell, Byrd, and Pugh did confirm their attendance.

4 **Commissioners Organizational Meeting**

5 Chairman Swindell stated that the Commissioners Organizational Meeting, scheduled for December
 6 14, 2012 would be discussed at the end of the meeting.

7 **Engelhard Christmas Parade**

8 The County Manager reminded the Board that the Engelhard Christmas Parade was scheduled for
 9 December 15th, 2012 at 4:00 p.m. and asked if any Commissioner wanted to attend and ride in the
 10 parade. Commissioners Tunnell and Pugh agreed to ride in the Parade.

11 **Essentials of County Government Training**

12 The County Manager stated that all incoming Commissioners were required to attend the Essentials
 13 of County Government training which includes ethics training. Commissioners Pugh and Byrd
 14 stated they will be attending the training in New Bern on January 30-31, 2013 and Commissioner
 15 Fletcher stated he will be attending the training in Chapel Hill on February 22-23, 2013.

16 **Budgetary Matters:**

17 The County Manager presented the following budget transfers:

Board Approval Required			
Department	Program	Amount	Explanation
Health	Capital Improvements	\$ 15,000.00	Transfer funds from various Health Department Medicaid Escrow accounts into a Capital Improvement line within each corresponding program. These additional funds are necessary to complete Phase I repairs/renovations to the Health Department building to create a new location for providing clinical services to patients. Bids by Sound Side Group to complete IT work, and by Anthony Russ to relocate generator for vaccine refrigerator/freezer unit, were higher than originally budgeted for. Also, transfer includes funds to cover for relocation of telephone lines and extensions.

18 Commissioner Fletcher moved to approve the Health Department budget transfer as presented by
 19 Director Smith. Mr. Byrd seconded the motion. The motion passed on the following vote:

20 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

County Manager Approved			
Department	Program	Amount	Explanation
Elections	Elections	\$3,000.00	Transfer from Travel & Department Expense lines to cover

			Retirement and Fees to Local Officials expenses.
Admin		500.00	Transfer from Admin Facility Assessment line to cover Governing Board Gifts and Contributions line.
ROD		\$1,400.00	Transfer from Equipment line to cover Travel expenses.

1 (Only County Manager approval is needed for budget transfers less than \$5,000.00)

2 **County Manager's Report:**

3 Manager Smith stated that she spent a day volunteering at the Toys 4 Tots toy drive in Washington.
 4 She also reported she has been participating in the Hyde Partners for Health Committee. In
 5 addition, the County Manager stated she has spent much time with Lamm Engineering Associates,
 6 PLLC in efforts to jump-start the Capital Improvement Plan for the Hyde Government Center and
 7 the Hyde Public Safety Center.

8 **County Commissioners Reports:**

9 **Commissioner Pugh** – stated that he was honored to be serving as a Hyde County Commissioner
 10 and that he pledges to do his best to serve Hyde County.

11 **Commissioner Tunnell** – reminded everyone that the Hyde Recreation Commission will be
 12 meeting in January 2013. He also stated that there has been a lot of public input regarding the need
 13 for more recreation options in Hyde County. He then welcomed the new Board members and
 14 thanked the exiting Commissioners.

15 **Commissioner Fletcher** – thanked the public for their votes. He stated that the students at
 16 Ocracoke High School do not have an athletic field on which to play baseball, football or soccer.

17 **Commissioner Byrd** – stated he appreciates the work done by exiting Commissioners Styron and
 18 Spencer.

19 **Commissioner Swindell** – thanked exiting Commissioners Spencer and Styron for all their work as
 20 Commissioners. He also thanked the Board for the opportunity to be Board Chairman. He stated he
 21 wants to see the Board move forward with serving Hyde County.

22 ****Chairman Swindell then asked the Board if they had anything else they wanted to add or discuss.**

23 Commissioner Pugh moved that we write a thank you letter to the Coastal Resources Commission
 24 for their visit to Hyde in November. Mr. Byrd seconded the motion. The motion passed on the
 25 following vote:

26 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

27 Commissioner Byrd moved to terminate the contract of County Manager Mazie Smith. Mr.
 28 Swindell seconded the motion. The motion passed on the following vote:

1 Ayes – Byrd, Fletcher, Swindell Nays – Tunnell Abstain – Pugh

2 **Public Comments:**

3 Chairman Swindell called for comments from the public.

4 Sharon Spencer – Engelhard, stated as past Chair of the Hyde County Board of Commissioners and
5 as a member of County Manager Smith’s hiring committee, she feels the Board is doing the County
6 a great disservice by terminating the County Manager.

7 Mary Gibbs – Swan Quarter, stated that she was sorry for Ms. Smith to be losing her job, but that in
8 response to Ms. Spencer’s statement that the Board was doing the County a disservice, she felt it
9 was a disservice to the nine employees who were fired when Ms. Spencer served as a
10 Commissioner.

11 Darlene Styron – Ocracoke, stated that she knew the cost of the repairs to the Public Safety Center
12 cannot just be taken out of the General Fund and that some other ideas for funding those repairs
13 need to be explored. She also commended Mr. Pugh for abstaining from voting.

14 Connie Leinbach – Ocracoke, commended the previous Board for hiring Ms. Smith. She also stated
15 that she thought Ms. Smith was doing a good job.

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

17 **Commissioners Organizational Meeting**

18 Chairman Swindell stated that the organizational meeting scheduled for December 14, 2012
19 between the Commissioners and County Manager would be postponed at this time. He then
20 requested that all Department Heads and Elected Department Heads (Sheriff, Register of Deeds, and
21 Clerk of Court) meet with him the following morning, December 4, 2012 at 9:00 a.m. in the Multi-
22 Use room of the Hyde Government Center to discuss operations in the absence of a County
23 Manager.

24 **Supplemental Information**

25 Employment Anniversary and Birthday Calendar

26

27 Commissioner Fletcher moved to adjourn the meeting. Mr. Byrd seconded the motion. The motion
28 passed on the following vote:

29

30 Ayes – Byrd, Fletcher, Pugh, Swindell and Tunnell Nays – None

1 The meeting adjourned at 8:45p.m.

2
3 Respectfully submitted:

4
5 Minutes approved on the 7th day of January, 2013.

6
7
8
9 _____
10 Averi Simmons, Clerk
11 Hyde County Board of Commissioners

12
13 _____
14 Chairman, Hyde County Board of Commissioners

15 Attachments:

16 Exhibit A - *“Resolution Opposing the Proposed Expansion of Pocosin Lakes National Wildlife*
17 *Refuge”*

18 Exhibit B – *“Resolution for the Sale of General Obligation Refunding Bonds in the Maximum*
19 *Amount of \$5,000,000”*

20 Exhibit C - *“Resolution of the Hyde County Board of Commissioners Establishing Regular Meeting*
21 *Dates”*



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.7.2013

Presenter(s): Citizens

Title:

Agency/Dept.:

Item Title: Public Comments

Attachments: None

Description: Citizens are afforded an opportunity at this time to comment on issues they feel may be of importance to the Commissioners and to their fellow citizens. Comments should be kept to (3) minutes and directed to the entire board, not just one individual Commissioner, staff member or to a member of the audience. Time for one person cannot be used by another person. Comments that reflect the need for additional assistance will be directed to the County Manager or referred to a future meeting agenda.

Times Read: First

Impact on Budget: None

RECOMMENDATION: Approve

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

E. Pugh
A. Byrd
J. Fletcher
B. Swindell
D. Tunnell

Aye

Nay



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.7.2013
Presenter(s): Barry Swindell
Title: Chairman / Interim County Manager

Agency/Dept.:

Item Title: BHM Regional Library Agreement

Attachments: Yes

Description:

A new agreement with BHM Regional Library is needed due to changes in the NC Administrative Code and NC General Statutes. A regional library agreement must now include: The structure of the regional library board of trustees, the powers and duties of the regional board, the financial structure of the regional library, the terms of property ownership and any conditions of joint ownership including property rights in the event of withdrawal from or dissolution of the regional library, provisions for amendment, provisions for withdrawal by a member county or dissolution of the regional library, and provisions for termination of the regional agreement. The current agreement doesn't meet these requirements & must be revised with the new rules.

Times Read:

Impact on Budget:

RECOMMENDATION: Approve

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

E. Pugh
A. Byrd
J. Fletcher
B. Swindell
D. Tunnell

Aye

Nay



B H M REGIONAL LIBRARY
"The Best Place to Start"

158 North Market Street Washington, NC 27889
Phone: (252) 946-6401 Fax: (252) 946-0352

From: Susan Benning, Director
To: Mazie Smith, Hyde County Manager
Date: November 29, 2012
Re: Changes in NC Administrative Code affecting Regional Library Systems

I hope everyone had a pleasant Thanksgiving. The year is passing quickly and soon it will be Christmas. Attached is the draft of the new Regional Agreement that the BHM Regional Library Board approved at their meeting on Tuesday November 27, 2012. I will be asking for comments, suggested revisions, and other input on this Regional Agreement by mid January 2013.

A new agreement is necessary because of changes in the N.C. Administrative Code and N.C. General Statutes. The North Carolina Administrative Code governing the State Library of North Carolina (07 NCAC Chapter 2) was recently revised to ensure regional library agreements contain specific information on the organization and operation of the regional library and its board of trustees, along with terms for property ownership and provisions for amendment, withdrawal and termination. A regional library agreement must now include:

- The structure of the regional library board of trustees
- The powers and duties of the regional board
- The financial structure of the regional library
- The terms of property ownership and any conditions of joint ownership including property rights in the event of withdrawal from or dissolution of the regional library
- Provisions for amendment
- Provisions for withdrawal by a member county or dissolution of the regional library
- Provisions for termination of the regional agreement

The current BHM Regional Library Agreement does not meet these requirements and must be revised to comply with the new rules. The State Library has set a deadline of July 1, 2013 to receive a final draft of a revised regional library agreement approved by all participating governmental agencies. Once the State Library has reviewed and approved the final draft, the agreement will be signed by the appropriate representative of each agency, and a copy of the signed agreement will be submitted with the regional library's annual Aid to Public Libraries application. The following timeline will enable us to meet these deadlines:

1. Agreement revised to meet requirements of new Administrative rules and submitted for initial review to State Library. **Completed – November 2012**

2. Submit the approved contract to the BHM Regional Library Board of Trustees for approval. **Completed – November 2012**
3. Review by participating agencies. **(December 2012 – January 2013)** If changes are made to the attached draft, then the agreement must be resubmitted to the State Library and Regional Board of Trustees for approval.
4. Prepare the final copy for signature. **(April 2013)** – or earlier if all is approved.
5. Exchange and file the signed agreement with State Library. **(May 2013)** – or earlier if all is approved.

Any revisions of a substantive nature must be sent to the State Library for approval. This draft has been approved by the Assistant State Librarian, Laura O'Donoghue. The State Library has given BHM Regional Library until June 20, 2013 to accomplish the task of getting the finalized agreement signed and delivered to Raleigh. It was originally due June 30, 2012, but I had only been on board since May 14, 2012 and Cal Shepard, the State Librarian, felt six weeks would not have been enough time.

Within the BHM Regional Library system, there are different situations of ownership of buildings where the public libraries are located. For this reason, the term "owning organization" was added to sections III, IV, and V. The terms of this new agreement are similar to the previous agreement with three specific changes. If a county wishes to withdraw from BHM Regional Library, notice must be given in writing "on or before July 1 to the BHM Regional Library Board, the other participating local governmental units, and the State Library of North Carolina. The withdrawal shall be effective June 30 of the following year." The term of this agreement is 10 years, unless notice is given in writing to all parties. Lastly, each funding government agency is allowed to have representation on the BHM Regional Library Board. The three counties will keep appointing three Board members, but municipalities giving mutually agreed upon funding for the operation of the library in their specific town will be allowed to appoint a Board member. The size of the BHM Regional Board will therefore be thirteen instead of the current size of nine Board members.

I will contact each agency over the next several weeks to determine a convenient meeting date and time that works for everyone. If a group meeting is not possible, I will be available to meet with each agency individually to review the agreement and address any questions. I would also be happy to attend any Board of Commissioners' meeting to answer questions. Since the three counties are so spread out, individual meetings might be easier to schedule.

Sincerely,



Susan Benning, Director
BHM Regional Library System
158 North Market St.
Washington NC 27889
252-946-6401
sbenning@bhmlib.org

BHM Regional Library Agreement

WHEREAS, The mission of the BHM Regional Library is to improve the quality of life in Beaufort, Hyde, and Martin counties by providing the best library services, collections, and programs in accordance with the library's role as an educational institution;

WHEREAS, recognizing the diverse communities served and the specific individual needs of their residents, eight governments and eight libraries collaboratively are committed to the education, economic development, and quality-of-life contributions that libraries are uniquely able to provide and;

WHEREAS, this collaboration provides for the most effective and efficient use of local resources for the benefit of their residents and;

WHEREAS, this collaboration provides opportunities for services and resource allocations otherwise beyond the financial and service capabilities of the individual governments and libraries;

NOW, THEREFORE, pursuant to resolutions duly adopted by their governing boards, the parties, on this date, hereto renew their commitment for the organization of the BHM Regional Library upon the terms set forth below therein for a term extending from July 1, 2013 through June 30, 2023.

I. Governments involved

- A. Beaufort County**
- B. Hyde County**
- C. Martin County**
- D. Town of Aurora**
- E. Town of Belhaven**
- F. Town of Robersonville**
- G. Town of Williamston**

II. Purpose Statement

- A. This agreement is to perpetuate library and information services to the residents of the areas included within the jurisdictions of the aforementioned governing bodies through their collaborative and collective efforts under the legal authority of N.C.G. S. 153A-270 and N.C.G.S. 160A, Article 20, Part 1.**

III. Board of Trustees

- A. The BHM Regional Library Board of Trustees shall be the governing body of the BHM Regional Library**
- B. Membership**

- 1. There shall be thirteen members of the BHM Regional Library Board of Trustees.**
- 2. Each participating governmental unit shall have equitable representation on the BHM Regional Library Board of Trustees:**
 - a. Beaufort County - 3**

- b. Hyde County - 3
 - c. Martin County - 3
 - d. Town of Aurora (Beaufort County) - 1
 - e. Town of Belhaven (Beaufort County) - 1
 - f. Town of Robersonville (Martin County) - 1
 - g. Town of Williamston (Martin County) - 1
3. Members shall serve no more than two consecutive terms with no single term longer than six years.
 4. Members shall be appointed in staggered terms to promote consistency as well as to accommodate change. Bylaws for the BHM Regional Library Board of Trustees shall clearly define the term limits and how staggered terms shall be accomplished among the counties and municipalities.
 5. Vacancies on the Board shall be filled with appointments by the appropriate participating governmental unit for the length of the term of the member creating the vacancy, which does not count toward the two term limit.
 6. Counties will make appointments to the Board giving equitable county-wide representation on the Board taking into consideration any representatives appointed by towns giving funding.

C. Powers and Duties delegated to the Regional Library Board of Trustees by the participating government units

1. The Board of Trustees shall be delegated the power to adopt bylaws and rules for its own governance.
2. The Board of Trustees shall be delegated the power to adopt policies for the regional library system's administration and operation.
3. The Board of Trustees shall be delegated the power to select, appoint, remove, determine salary and other terms of employment of a regional library director.
 - a. These actions shall require a majority vote of the Board at which a quorum is present.
 - b. The BHM Regional Library Director shall:
 - i. Have a valid North Carolina Public Librarian Certificate;
 - ii. Be the chief executive and administrative officer of the BHM Regional Library and function in accordance with the approved policies of the BHM Regional Library Board.
4. The Board of Trustees shall approve an annual budget which shall:
 - a. Be administered under the same provisions as units of local government (G.S. 159), with all state funds administered by the regional library and expended throughout the region as described in 07 NCAC 021.0202.
 - b. Each county, municipality, or owning organization will pay into the Regional Library a mutually agreed upon amount necessary to operate its facilities, utilities, building

maintenance, telephone bills, rent, or salaries; and all other benefits afforded to employees of that county or municipality; and materials and equipment exclusively for that county, municipality, or owning organization. Each county, municipality, or owning organization may also contribute to joint operations as mutually agreed upon. The funds shall be sent to the regional library finance officer in monthly, quarterly, biannual, or annual payments as negotiated by the finance officer and the county/municipality.

- c. The Regional Library Finance Officer will receive, deposit and disburse all funds in accordance with generally accepted accounting principles and account for all expenditures by source of funds.**
- 5. The Director shall be delegated the power to appoint a regional finance officer who shall:
 - a. Ensure expenditure of funds consistent with the budget adopted by the Board;**
 - b. Report directly to the Regional Library Director and at all meetings of the Board.****
- 6. The Board of Trustees shall be delegated the power to assure compliance with all applicable State and Federal law and eligibility for the receipt of State and Federal Funds.**
- 7. The Board of Trustees shall be delegated the power to make recommendations to the governing units concerning the construction and improvement of the physical facilities of the libraries within the region; however, construction and facility maintenance shall be the responsibility of the local governmental unit or the organization that owns the facility unless the Regional Board negotiates and approves a collaborative effort.**
- 8. The Board of Trustees shall make regular reports related to services and operations to each governing body as conveyed by approved reports of the Regional Library Director; or as deemed necessary.**
- 9. The Board of Trustees shall obtain an annual independent audit of regional library accounts consistent with generally accepted accounting principles, and submit a copy of this audit to the State Library of North Carolina.**

IV. Terms of Property Ownership

- A. A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply:
 - 1. All buildings, grounds, and other facilities of each library shall remain the property of the county, municipality, or organization holding title.**
 - 2. All books, technology, or other resources paid for with local funds shall remain the property of the county, municipality, or owning organization.****

3. All books, technology, or other resources paid for with Regional or State funds shall remain the property of the Regional Library System.

V. Insurance Coverage and Indemnification

A. Insurance Coverage

1. The local government units shall maintain insurance coverage for owned Library buildings or insurance should be handled by the organization that owns the building.
2. The Regional Library shall maintain insurance coverage for the Regional Library Administrative Office and its contents, contents of branch libraries, general liability for the Regional Board of Trustees, Regional staff, accident insurance coverage for patrons, and the coverage for vehicles used to provide service. In addition, the Regional Library will also maintain flood insurance on contents in libraries, if necessary.

B. Indemnification

The Regional Library shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of Board Members who are not at that time parties to the proceeding.

VI. Provisions for Amendment

- A. This agreement can be amended providing that all parties accept those amendments in a regular meeting of those parties.
- B. Recommendations for amendments shall be forwarded to each of the county and town governments in writing with a thirty-day period for consideration given. At the next regular meeting of the county and town boards after this thirty-day period, the amendments shall be voted on by those bodies.
- C. Disagreements related to this agreement shall be resolved first by a committee of representatives from each governmental unit and then by their legal counsel if necessary.

VII. Provisions for Withdrawal

- A. A member proposing to withdraw from the BHM Regional Library System shall give written notice on or before July 1 to the Regional Library Board, the other participating local governmental units and the State Library of North Carolina. The withdrawal shall be effective June 30 of the following year.

- B. Should that member decide within this time period to rescind the proposal, that member shall remain a part of the Regional Library System under the same conditions and requirements as the agreement under which they became a member.**
- C. Should that member fully withdraw, the Terms of Property Ownership as stated in Section IV shall apply.**
- D. The withdrawal of any participating governmental agency shall result in review of the regional library agreement. The BHM Regional Library may be dissolved if two or more of the participating governmental units withdraw in accordance with stated procedures.**
- E. As included under NCGS 160A, Article 20, Part 1, Joint Exercise of Power, property purchased by the region is owned jointly as tenants in common by the participating agencies; therefore, if the BHM Regional System is dissolved, the participating agencies shall divide the joint assets as determined by a committee composed of representatives from each governmental unit, the current Regional Library Director, and a representative from the State Library of North Carolina.**
- F. After all outstanding debts are resolved, any remaining funds from local governmental units shall be returned to them and the distribution of any remaining State and Federal funds shall be determined by the state library. BHM property, such as the outreach vans, computers and other technology, books, and any other assets shall be sold at auction and the proceeds divided about the units or distributed in some other equitable manner as agreed upon by the committee of representatives.**

VIII. Review and Termination

- A. This agreement shall continue to be in effect for ten years from the dated signatures on the contract unless reasonable cause is presented in writing to each of the local governmental units and the State Library of North Carolina.**
- B. The agreement may be reviewed at any time by any local governmental body or the Regional Library Board and, if modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated above.**
- C. At the end of the ten-year agreement period, the Regional Library Board shall review the agreement, recommend any modifications, and submit it for review and renewal to each of the local governmental units which shall review, suggest modifications, and vote to extend or rescind the agreement.**
- D. Changes to any section of the contract do not negate the contract in its entirety.**
- E. The agreement may be terminated if reasonable cause is presented in writing by a local governmental unit to the other members of the region, the Regional Library Board, and the State Library of North Carolina.**
- F. The effective dates for termination shall be the same as a withdrawal from the System.**

G. If the agreement terminates, and no successor agreement is to be executed, the BHM Regional Library System shall be dissolved and joint assets distributed as described above in Section VI.

This AGREEMENT shall be effective upon acceptance by all parties.

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ____ day of _____, 2012

BEAUFORT COUNTY

Clerk to the Board

Board of Commissioners, Chairman

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ____ day of _____, 2012

HYDE COUNTY

Clerk to the Board

Board of Commissioners, Chairman

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ____ day of _____, 2012

MARTIN COUNTY

Clerk to the Board

Board of Commissioners, Chairman

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ___ day of _____, 2012

TOWN OF AURORA

Town Clerk

Aurora Mayor

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ___ day of _____, 2012

TOWN OF BELHAVEN

Town Clerk

Belhaven Town Manager

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ___ day of _____, 2012

TOWN OF ROBERSONVILLE

Town Clerk

Robersonville Town Manager

IN WITNESS WHEREOF, this agreement has been executed by the principal official of the governing board of each party hereto, pursuant to authority of each respective board.

Signed and sealed this ___ day of _____, 2012

TOWN OF WILLIAMSTON

Town Clerk

Williamston Town Manager

NCAC 07 CHAPTER 2
SECTION .0300 - ORGANIZATION OF REGIONAL LIBRARIES

07 NCAC 02I .0301 REGIONAL LIBRARIES

As used in this Section, a regional library is a public library system that:

- (1) serves two or more contiguous counties;
- (2) is established by a regional agreement under a single administrative system;
- (3) is governed by a regional library board of trustees;
- (4) operates under the direction of a certified library director; and
- (5) has finances administered by a person or firm reporting to the library director and the regional library board of trustees.

History Note: Authority G.S. 125-2; 143B-10;
Eff. April 1, 2011.

07 NCAC 02I .0302 REGIONAL AGREEMENT

An agreement establishing a regional library shall contain:

- (1) the structure of the regional library board of trustees;
- (2) the powers and duties of the regional board;
- (3) the financial structure of the regional library;
- (4) the terms of property ownership and any conditions of joint ownership including property rights in the event of withdrawal from or dissolution of the regional library;
- (5) provisions for amendment;
- (6) provisions for withdrawal by a member county or dissolution of the regional library; and
- (7) provisions for termination of the regional agreement.

History Note: Authority G.S. 125-2; 143B-10;
Eff. April 1, 2011.

07 NCAC 02I .0303 REGIONAL LIBRARY BOARD OF TRUSTEES

(a) The regional library board of trustees shall be the governing body of a regional library. It shall be composed of not more than 15 members as stipulated in the regional agreement. Each participating local governmental unit shall have representation on the board in proportions determined to be equitable by all participating local governmental units as stipulated in the regional agreement. Members of the regional library board shall be appointed as specified in the regional agreement.

(b) Terms of officers and members shall be limited and staggered to assure continuity as well as change. No individual member shall be appointed to more than two consecutive terms, and no single term shall be longer than six years.

History Note: Authority G.S. 125-2; 143B-10;
Eff. April 1, 2011.

07 NCAC 02I .0304 POWERS AND DUTIES OF THE REGIONAL LIBRARY BOARD

The agreement establishing a regional library shall include the following powers delegated to the regional library board of trustees by the participating local governmental units:

- (1) to adopt such bylaws and rules for its own governance as may be necessary and in conformity with the law;
- (2) to adopt policies for the regional library system's administration and operation;
- (3) to appoint the regional library director and delegate to that person executive powers;
- (4) to adopt an annual budget for the regional library;
- (5) to appoint a regional library finance officer to ensure expenditure of funds consistent with the budget adopted by the regional library board;
- (6) to assure compliance with all applicable State and Federal law and eligibility requirements for the receipt of State and Federal funds;

- (7) to make recommendations to the governing bodies of the participating local governmental units concerning the construction and improvement of physical facilities of the libraries in the region;
- (8) to report to the participating local governmental units; and
- (9) to provide to the State Library of North Carolina an annual audit of the regional library system consistent with generally accepted accounting principles.

History Note: Authority G.S. 125-2; 143B-10;
Eff. April 1, 2011.

07 NCAC 02I .0305 DIRECTOR

The director of a regional library shall be appointed by the regional library system board of trustees and is responsible for the administration of the regional library consistent with the policies adopted by the board. The director shall have a valid North Carolina Public Librarian Certificate.

History Note: Authority G.S. 125-2; 143B-10;
Eff. April 1, 2011.

07 NCAC 02I .0306 FINANCE

- (a) All finances of a regional library shall be administered under the same provisions as units of local government (G.S. Chapter 159, The Local Government Finance Act) and shall be subject to an independent audit.
- (b) State funds shall be administered by the regional library and shall be expended throughout the region as described in 07 NCAC 02I .0202.

History Note: Authority G.S. 125-2; 143B-10;
Eff. April 1, 2011.

07 NCAC 02I .0306 FINANCE

- (a) All finances of a regional library shall be administered under the same provisions as units of local government (G.S. Chapter 159, The Local Government Finance Act) and shall be subject to an independent audit.
- (b) State funds shall be administered by the regional library and shall be expended throughout the region as described in 07 NCAC 02I .0202.

History Note: Authority G.S. 125-2; 143B-10;
Eff. April 1, 2011.

07 NCAC 02I .0307 ESTABLISHMENT OF A REGIONAL LIBRARY

A regional library meeting the definition in 07 NCAC 02I .0301 may be established according to the following schedule:

- (1) On or before July 1 of the fiscal year prior to the establishment of the regional library, a representative of the participating local governmental units shall submit to the State Library of North Carolina a written notification of intent to form a regional library and establish eligibility for grants to public libraries.
- (2) On or before January 31 of the fiscal year prior to the establishment of the regional library, the representative shall submit to the State Library of North Carolina a copy of the agreement establishing the regional library consistent with 07 NCAC 02I .0302.
- (3) On or before June 1 of the fiscal year prior to the establishment of the regional library, the representative shall submit to the State Library of North Carolina a long-range plan of service and a proposed budget and shall provide evidence of eligibility to receive grants to public libraries according to 07 NCAC 02I .0201.

History Note: Authority G.S. 125-2; 143B-10;
Eff. April 1, 2011.

07 NCAC 02I .0308 WITHDRAWAL FROM OR DISSOLUTION OF A REGIONAL LIBRARY

- (a) A county proposing to withdraw from a regional library shall give written notice on or before July 1 to the regional library board, the other participating local governmental units, and the State Library of North Carolina. The withdrawal shall be effective on the following June 30.
- (b) The withdrawing county shall establish eligibility for grants to public libraries according to 07 NCAC 02I .0201 on or before the effective date of withdrawal.
- (c) Capital expenditures by the withdrawing county that are necessitated by the withdrawal may not replace support for operating costs in establishing eligibility to receive grants to public libraries according to 07 NCAC 02I .0201.
- (d) If withdrawal of a county results in the dissolution of the regional library, the remaining county must also establish eligibility to receive grants to public libraries according to 07 NCAC 02I .0201 by the effective date of withdrawal.

*History Note: Authority G.S. 125-2; 143B-10;
Eff. April 1, 2011.*



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 01.07.13

Presenter(s): Elizabeth Mumm

Title: Public Health Educator II

Agency/Dept.: Hyde County Health Department

Item Title: Public Presentation of 2012 State of the County Health Report for Hyde Co.

Attachments: Yes

Description: Every 4 years, local health departments are required to submit a Comprehensive 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. During the 3 interim years, the local health department will issue a State of the County Health (SOTCH) Report that provides updated information about the priority issues identified in the CHA specific to the County. The results are to be disseminated to stakeholders, community partners and the general population. This is the first SOTCH report that is required for the 2011 CHA.

Times Read: First

Impact on Budget: No impact on the budget

Recommendation: Receive the 2012 State of the County Health (SOTCH) Report for Hyde County

MOTION MADE BY:

_____ A. Byrd
 _____ J. Fletcher
 _____ E. Pugh, Jr.
 _____ B. Swindell
 _____ D. Tunnell

MOTION SECONDED BY:

_____ A. Byrd
 _____ J. Fletcher
 _____ E. Pugh, Jr.
 _____ B. Swindell
 _____ D. Tunnell

Vote:

A. Byrd
 J. Fletcher
 E. Pugh, Jr.
 B. Swindell
 D. Tunnell

Aye

Nay



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



Hyde Partners for Health

2012 State of the County Health (SOTCH) Report

MISSION

Hyde Partners for Health envisions Hyde County being the healthiest county in our state with safe, accessible walking and bike trails, community centers that offer teen-focused fitness activities and more healthcare and transportation options for all residents; decreased diabetes, pacemakers, and helicopter rides for avoidable medical needs and increased 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.

2011 HIGHLIGHTS & INITIATIVES

Access to Primary Care Task Force - Albemarle Hospital Foundation has 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.

Telemedicine enables residents of the county easier access to much needed health services, improving patient outcomes.

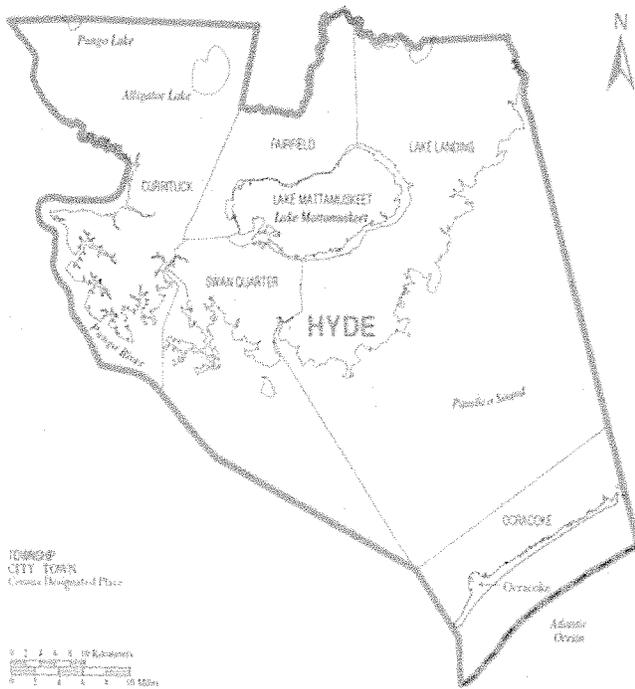
		
Hyde County At-A-Glance		
2010 Estimated Population: 5,810 Land Area: 1,424 sq. miles Median Income: \$38,265 Poverty Rate: 20.4%		
<small>Source: NC Center for Health Statistics and the US Census Bureau, 2012 accessnc.commerce.state.nc.us/docs county ProfileNC/37095.pdf Accessed 11/2012</small>		
*Leading Causes of Death		
Cause	County Rate	State Rate
Heart Disease	210.3	184.9
Cancer	214.7	183.1
Cerebrovascular Disease	87.3	47.8
Diabetes Mellitus *2005-2009	50.0	24.0

Local Physical Activity, Nutrition and Obesity Council (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.

*Top three leading causes of death NC and County specific:
2006-2010 Age Adjusted Death Rates per 100,000 Population



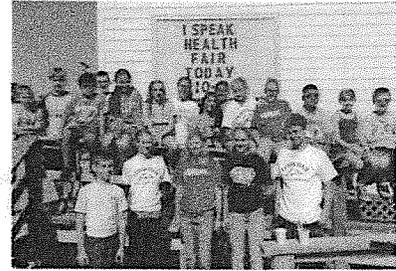
In collaboration with the 21st Century Learning Grant at the local school, the Kate B. Reynolds Charitable Trust Foundation has funded a collaborative project using the socio-ecological model, Change for Good project, hiring a full time Health Educator to coordinate the Community Health Assessment and programs targeted to healthy eating and active living. Two trails were completed, one at Mattamuskeet School and the other at Mattamuskeet Opportunities. Hyde Walks!, a 10 week social walking program encourages use of the trails as well as leaders to lead groups. Three groups have successfully completed the program in their respective township. The after school program has a



community garden in front at the school. Additional funding was received from Nourishing NC for an additional community garden in the back. The Change for Good project received additional funding from Region 9 Community Transformation Grant project (CTG-P) to support strategies. Hyde County Cooperative Extension continues to offer Eat Smart, Move More Maintain, Don't Gain Holiday Challenge for the 2012 holiday season. This program delivers free weekly e-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.



“I Speak”, Ocracoke School’s TRU teens provided health screenings and information at their annual Ocracoke Health Fair, with 12 participating vendors and 109 attendees.

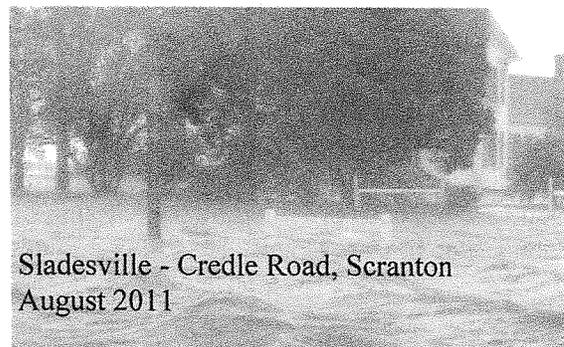
Chronic Disease Management Task Force – is partnering with Project DIRECT Legacy for Men lay leaders to support self-management programs for diabetes, heart disease, stroke, and obesity. Hyde



County Cooperative Extension and the Change for Good Project offered the 15 week Eat

Eat Smart | Move More Weigh Less

Smart Move More Weigh Less Program for 26 attendees in Engelhard and Swan Quarter with a combined weight loss of 52 pounds and self-report of decreased chronic disease medication use. ECU provided the Healthy Me! program in Ponzer with three attendees and reported lifestyle changes for weight loss. Educational sessions, in collaboration with Albemarle Commission Area Agency on Aging, provided 16 independent living opportunities as well as promote health and safety with 300 clients in attendance. From the Hurricane Irene Recovery, there were two replacement refrigerators and one replacement washer and dryer for flood loss.



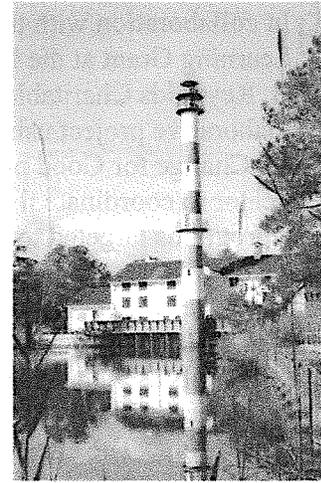
Sladesville - Credle Road, Scranton August 2011



COUNTY/STATE	UNINSURED RATE 2009-2010
North Carolina	19.6%
Hyde	23.3%

Source: North Carolina Institute of Medicine

Access to Dental Care - During the 2010/2011 and 2011/2012 school years the Miles of Smiles Dental Van visited Mattamuskeet Campus four (4) 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 112 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 funding from the Kate B. Reynolds Charitable Trust but is now self-sustaining. The Dental Program accepts multiple third-party insurance plans, including Medicaid and NC Health Choice. If a student is uninsured that student can pay based on a sliding scale 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.



NEW & EMERGING ISSUES

Hurricanes Irene in August of 2011 and Sandy in October of 2012 had a major impact on the county, with 749 homes and 54 businesses damaged or destroyed. The United Methodist Disaster Response (UMDR) established their office at O.A. Peay School immediately after the impact of Hurricane Irene. Temporary housing was constructed in the gym to accommodate volunteers. This is the beginning of the second year of recovery from this devastation. At present, UMDR has over 500 applicants. Hundreds of these clients have already been assisted in the recovery process. Severe damage to the sewer spray field that serves Hyde County Correctional Institute delayed the return of 750 prisoners for weeks. This delay resulted in a loss of utility revenues (approximately \$75,000-\$100,000). The rainfall and standing flood waters vastly increased the number of mosquito breeding sites and increased the chances of being exposed to infectious diseases.



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

Hyde County's unemployment rate for August of 2012 was 8.6% (NC rate: 9.7%).

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

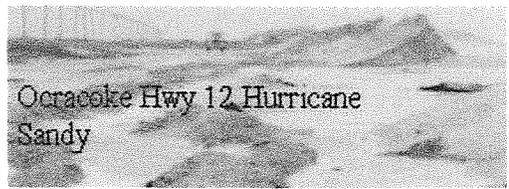
Cost of Living - Economic barriers affecting healthy lifestyle choices continue to be an issue. In general, increasing income levels correspond with gains in health and health outcomes. People in poverty more often have poorer health outcomes compared to their counterparts. Impoverished adults are more 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.



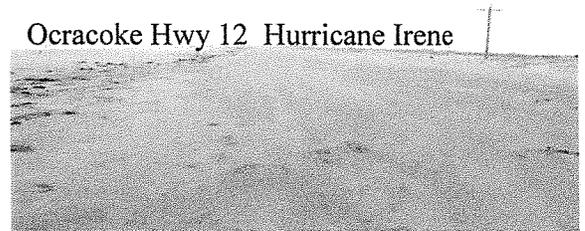
Hydeland
Home Care Agency



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.



Storm-related transportation issues have a direct impact on citizen's access to health care. Ground transport services for residents of Ocracoke Island were suspended during Hurricane Sandy due to flood waters in the village and wash out on NC 12. Emergency officials were able to make use of a privately-owned utility truck in the event of those in need of acute medical care for transport to the local health center. However, access to advanced medical care was not an option due to numerous sections of NC 12 being impassible - both on Ocracoke and Hatteras Islands. In addition, high winds prevented airborne medical services from availability. Hurricane Irene in 2011 posed similar threats on the mainland. Due to flood waters in numerous villages, as well as downed trees along main therefore US 264, ground transport medical services were extremely limited for citizens of mainland Hyde. Citizens of Ocracoke also had limited access during that storm due to wash outs on NC 12 on Ocracoke and Hatteras Islands. During periods of high winds - even in non-hurricane weather events - ferry service from Ocracoke Island could be suspended. Residents and visitors of Ocracoke Island then have limited access to medical needs, including advanced care and pharmacy services.



BECOME INVOLVED

The 2012 State of the County Health Report will be disseminated to both the Hyde County Board of Health and Board of County Commissioners, 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 2012 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



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.7.2013

Presenter(s): Wesley P. Smith

Title: Health Director

Agency/Dept.: Hyde County Health Department

Item Title: Reappointment to the Hyde County Board of Health

Attachments: Yes

Description: At their quarterly meeting on December 18, 2012, Board of Health members approved the reappointment of Randy Clayton to fill the vacant "Public Member" slot on the Hyde County Board of Health. Mr. Clayton has been off the Board for the past year, after completing three, three-year terms on the Board in December of 2011. He is now eligible to serve three additional three-year terms.

Times Read: First

Impact on Budget: Does Not increase the budget

Recommendation: Approve the reappointment of Randy Clayton to the Hyde County Board of Health for the first of three, three-year appointments.

MOTION MADE BY:

____ A. Byrd
____ J. Fletcher
____ E. Pugh, Jr.
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

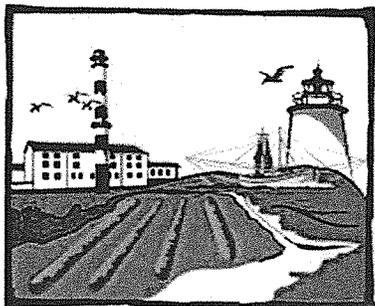
____ A. Byrd
____ J. Fletcher
____ E. Pugh, Jr.
____ B. Swindell
____ D. Tunnell

Vote:

A. Byrd
J. Fletcher
E. Pugh, Jr.
B. Swindell
D. Tunnell

Aye

Nay



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.7.2013

Presenter(s): Barry Swindell

Title: Chairman / Interim County Manager

Agency/Dept.:

Item Title: Appointment of Budget Officer

Attachments: Yes

Description: A new Budget Officer needs to be appointed. According to NC GS §159-9, in counties having the manager form of government the county manager is statutorily the budget officer.

Times Read: First

Impact on Budget: None

RECOMMENDATION: Appoint a Budget Officer

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

E. Pugh
A. Byrd
J. Fletcher
B. Swindell
D. Tunnell

Aye

Nay

§ 159-9. Budget officer.

Each local government and public authority shall appoint a budget officer to serve at the will of the governing board. In counties or cities having the manager form of government, the county or city manager shall be the budget officer. Counties not having the manager form of government may impose the duties of budget officer upon the county finance officer or any other county officer or employee except the sheriff, or in counties having a population of more than 7,500, the register of deeds. Cities not having the manager form of government may impose the duties of budget officer on any city officer or employee, including the mayor if he agrees to undertake them. A public authority or special district may impose the duties of budget officer on the chairman or any member of its governing board or any other officer or employee. (1971, c. 780, s. 1; 1973, c. 474, s. 6.)



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.7.2013

Presenter(s): Barry Swindell

Title: Chairman / Interim County Manager

Agency/Dept.:

Item Title: Appointment of Veterans Services Officer

Attachments: No

Description: The Commissioners would like to extend special thank you to Ms. Cindy Carawan for her over 11 years of service as the Elections Director and Veterans Services Officer. Her resignation in December has left a vacancy in the position of Veterans Services Officer, as the Elections Director position has been filled.

Times Read:

Impact on Budget:

RECOMMENDATION:

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

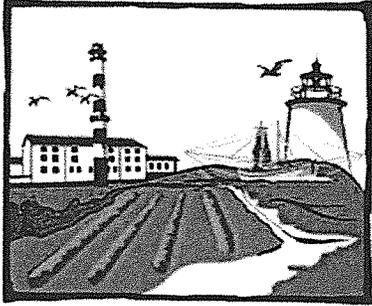
____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

E. Pugh
A. Byrd
J. Fletcher
B. Swindell
D. Tunnell

Aye

Nay



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.7.13

Presenter(s): Barry Swindell

Title: Chairman / Interim County Manager

Agency/Dept.:

Item Title: Appointment to Albemarle RPO's Transportation Advisory Committee

Attachments: Yes

Description: Every two years, the Albemarle Rural Planning Organization (RPO) must update their membership to their Transportation Advisory Committee (TAC). This committee is made up of elected officials from each county and municipality. A new member needs to be appointed to replace former board member and Commissioner Sharon Spencer.

Times Read: First

Impact on Budget: None

RECOMMENDATION: Appoint a Commissioner to the committee.

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

E. Pugh
A. Byrd
J. Fletcher
B. Swindell
D. Tunnell

Aye

Nay



December 28, 2012

Manager/Clerk to the Board

RE: Albemarle Regional Planning Organization Membership

Dear :

Every two years the Albemarle RPO (Rural Planning Organization) must update their membership to the two boards. The first board is the TAC or Transportation Advisory Committee which is made up of elected officials from each county and municipality. The second is the TCC or Technical Coordinating Committee which is typically made up of planners, managers, and other county or municipal staff designated.

The RPO is asking each municipality to reappoint existing or nominate new members to both boards to serve for your town or county. Please respond with a letter of nomination as soon as possible. Our next Board meeting is going to be held in February. We will also have a new member training session in January to bring new members up to speed.

As of 2012, the Albemarle RPO is a signatory member of all merger projects for the region. With this, all members of both boards are covered by the State Government Ethics Act (S.L. 2012-142) and must attend ethics training in the future.

We look forward to continuing our representation of your unit of government.

Sincerely,

Steven A. Lambert
Planning Director



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.7.13

Presenter(s): Barry Swindell

Title: Chairman / Interim County Manager

Agency/Dept.:

Item Title: Appointment to Albemarle RPO's Technical Coordinating Committee

Attachments: Yes

Description:

Every two years, the Albemarle Rural Planning Organization (RPO) must update their membership to their Technical Coordinating Committee (TCC). This committee is typically made up of planners, managers, and other county or municipal staff designated. A new member needs to be appointed to replace former board member and Commissioner Sharon Spencer.

Times Read: First

Impact on Budget: None

RECOMMENDATION: Appoint a Commissioner to the committee.

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

E. Pugh
A. Byrd
J. Fletcher
B. Swindell
D. Tunnell

Aye

Nay



December 28, 2012

Manager/Clerk to the Board

RE: Albemarle Regional Planning Organization Membership

Dear :

Every two years the Albemarle RPO (Rural Planning Organization) must update their membership to the two boards. The first board is the TAC or Transportation Advisory Committee which is made up of elected officials from each county and municipality. The second is the TCC or Technical Coordinating Committee which is typically made up of planners, managers, and other county or municipal staff designated.

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We look forward to continuing our representation of your unit of government.

Sincerely,

Steven A. Lambert
Planning Director



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.07.2012

Presenter(s): Kris Cahoon Noble

Title: Planning and Economic Development Director

Agency/Dept.: Office of Planning and Economic Development

Item Title: Appointments to the Engelhard Airport Advisory Committee

Attachments: Yes - Roster of Airport Advisory Committee members

Description: At the regular Airport Advisory Committee quarterly meeting, members discussed reappointments to the Board. The group voted unanimously that based on term limits the following members terms have expired and each have agreed to serve another term: Wilson Daughery, Gregory Gibbs and Tim Whitfield. The group voted to change the status of Art Keeney from Liason to voting board member. The group also voted to request Commissioner Earl Pugh, Jr. as their Commissioner representative on their board.

Times Read: Once

Impact on Budget: None.

RECOMMENDATION: Reappoint representatives as approved and requested by the Airport Advisory Committee.

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

E. Pugh
A. Byrd
J. Fletcher
B. Swindell
D. Tunnell

Aye **Nay**

Airport Advisory Committee - Engelhard

Scheduled Meetings: 4th Monday monthly

	Appointed	Term	Expires	Re-Appointed	Expires	Re-Appointed	Term	Expires
Billy Williams, Chairman 2784 Quarter Road Swan Quarter, NC 27885 252-926-8771-home ellenwilliams@beaufortco.com	12/6/10	3 years	12/6/13					
Wilson Daughtry, Vice-Chair PO Box 383 Engelhard, NC 27824 252-925-9731-home 542-0459-cell 252-925-8391-fax arg@direcway.com	12/6/10	1 years	12/6/11	12/5/11	12/7/12	1/7/2013		
Scott Coble, Secretary 3077 Quarter Rd Swan Quarter, NC 27885 252-926-7271-home scottpegcoble@earthlink.net	12/6/10	1 years	12/6/11	12/5/11	12/7/12			
Ken Collier 326 Waterway Landing Belhaven, NC 27810 252-943-3469-home	12/6/10	2 years	12/6/12					
Gregory Gibbs 144 Cahoon Road Engelhard, NC 27824 252-925-4100-home 252-473-9110-cell	12/6/10	1 years	12/6/11	12/5/2011	12/7/12	1/7/2013		
Sharon R. Spencer 9790 North Lake Road Fairfield, NC 27826 252-925-6871-home 252-542-0620-cell sharonps21@earthlink.net		3 years term ended 12-03-2012	12/6/13					
Earl Pugh, Jr. 32 Nebraska Road Engelhard, NC 27824 252-925-4581 home 252-473-0280 cell middlecreekfarms@embarqmail.com	1/7/13							
Tim Whitfield 8369 NC 94 Fairfield, NC 27826 252-926-6666-home 252-926-8801-work agflying25@hotmail.com	12/6/11	2 years	12/6/12	1/7/2013				
Charles R. Spencer	12/6/10		12-00-2013					

Other Liaison and Contacts

Jane Hodges, Airport Manager County Employee
P.O. Box 188
Swan Quarter, NC 27885
252-926-4349

Ben Cahoon - Cahoon and Kasten
118 W. Woodhill Drive
Nags Head, NC 27959
(252) 441-0271
(252) 441-8724
252) 473-7396

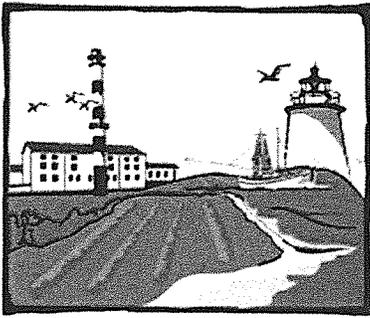
Center for Optimal Rural Planning
12380 North Lake Road
Engelhard, NC 27824
252-216-7469

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

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

Art and Alice Keeney
P.O. Box 157
Engelhard, NC 27824
252-925-1084

1/7/2013



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.07.2012

Presenter(s): Kris Cahoon Noble

Title: Planning and Economic Development Director

Agency/Dept.: Office of Planning and Economic Development

Item Title: Agreement for Airport Safety/Maintenance Projects

Attachments: Yes -Agreement

Description:

The Agreement for Airport Safety/Maintenance Project is between the State of NC Department of Transportation (Division of Aviation) and the County of Hyde. The agreement authorizes the NCDOTA to perform improvements to the Hyde County airport to enhance the safety of the traveling public and flight operations.

Times Read: Once

Impact on Budget: None.

RECOMMENDATION: Approve Agreement for Airport Safety/Maintenance Projects and authorize signature by Board Chair.

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

E. Pugh
A. Byrd
J. Fletcher
B. Swindell
D. Tunnell

Aye

Nay

**AGREEMENT FOR AIRPORT SAFETY/MAINTENANCE PROJECTS
(FIVE YEAR TERM)**

By and Between the
North Carolina Department of Transportation (Division of Aviation)
and the
County of Hyde

(Airport Owner)

For the Hyde County Airport

(Official Airport Name)

THIS AGREEMENT, made this the _____ day of January, 2012
by and between the North Carolina Department of Transportation (Division of Aviation), an
agency of the State of North Carolina (hereinafter referred to as "Department") and the
County of Hyde (hereinafter referred to as "Sponsor").

(Airport Owner)

WITNESSETH

WHEREAS, the Department and the Sponsor are concerned with maintaining the
facilities of the Hyde County Airport to enhance the safety of
the traveling public and flight operations, and

WHEREAS, the Department and the Sponsor may determine that certain paved surfaces
and adjacent areas on the airport have aged and deteriorated and are in need of
maintenance, and

WHEREAS, pursuant to Article 7 of North Carolina General Statute 63, the Department
is authorized to undertake safety improvements of these areas, on publicly owned and
operated airports, and

WHEREAS, the Department and the Sponsor desire that the needed improvements be
undertaken by the Department in conformance with the provision of North Carolina
General Statute 63.

NOW THEREFORE, the Department and the Sponsor do hereby mutually agree as
follows:

1. The Department, using NCDOT state forces and/or under a Purchase Order Contract,
shall perform improvements to the Sponsor's airport. This work may include, but not
be limited to, any of the following:

- Joint and Crack Sealing
- Pavement Repairs and Patching
- Surface Treatments
- Maintenance Overlays
- Drainage Improvements
- Pavement Markings

2. The Department will notify the Sponsor prior to any work being performed.
3. The Sponsor hereby assures the Department that the title to the pavement and adjacent areas are vested under the Sponsor and hereby authorizes the Department and authorized Contractor(s) to enter onto the premises of the Sponsor and accomplish any of the work items as described in Paragraph 1 above.
4. The Sponsor agrees to provide a duly authorized representative who will be present and/or available at all times work is in progress to monitor project operations and assist the Department's representative.
5. The Sponsor agrees to provide a duly qualified operator who will monitor the airport's UNICOM radio transceiver at all times work is in progress and issue airport advisories as necessary on the UNICOM radio transceiver.
6. The Sponsor agrees, when needed, to formally close any runway, taxiway, or apron at all times work is in progress on that pavement and to take appropriate steps to prohibit use of such areas by aircraft and/or ground vehicles.
7. The Sponsor agrees to issue and keep current the necessary Notices to Airmen (NOTAMS) through the Federal Aviation Administration (FAA) until all work is completed and the Department's representative notifies the Sponsor's representative that the affected areas may be returned to service.
8. The Department may, in its sole discretion, determine the design, scope of work, materials to be used, and methods of accomplishing this safety improvement project.
9. To the maximum extent allowed by law, the Sponsor shall indemnify and hold harmless the Department and its officers and employees from all suits, actions, or claims of any character because of injury or damage received or sustained by any person, persons, or property resulting from work performed under this Agreement or on account of, or in consequence of any negligence in safeguarding the performance of said work.
10. At its sole and unlimited discretion, the Department shall have the right to terminate this Agreement and immediately stop all work being performed pursuant to this Agreement.
11. The Sponsor must be in good standing on all State and Federal Grant Requirements and Assurances before any project shall be performed under this agreement.
12. This Agreement shall not be binding upon the Department and the Sponsor, nor any work performed by the Department, until this Agreement has been fully executed by both the Department and the Sponsor.

13. Subject to the provisions of paragraph 10 above, this Agreement will expire five years. Subject to the provisions of paragraph 10 above, this agreement may be terminated by either the Department or the Sponsor by providing written notification of termination. The effective date of termination pursuant to this paragraph shall be the date of receipt of the notice of written termination by the non-terminating party.

IN WITNESS WHEREOF, the Department and the Sponsor have executed this Agreement on the date first written on Page 1 of this.

FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Signed: _____

Title: _____

Attest: _____

SEAL OF THE DEPARTMENT
OF TRANSPORTATION

FOR THE LOCAL AIRPORT SPONSORING AGENCY

Signed: _____

Title: Chairman, Hyde County Board of Commissioners

Official Sponsor: Hyde County

Attest: _____

SEAL OF THE SPONSOR

Resolution of the Sponsor

A motion was made by _____
(Name and title)

and seconded by _____
(Name and title)

for the adoption of the following resolution, upon being put to a vote it was duly adopted:

THAT WHEREAS _____ County of Hyde _____ (hereinafter referred
(Airport Owner)

to as "Sponsor") has requested the North Carolina Department of Transportation (hereinafter referred to as "Department") to provide and oversee safety improvements on the operational surfaces of the _____ Hyde County Airport _____; and

WHEREAS, the Department has agreed to provide safety improvement services as defined in Paragraph 1 of this Agreement in accordance with the provisions of North Carolina General Statute 63.

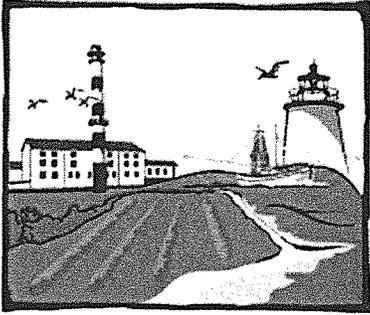
NOW THEREFORE, BE IT AND IS HEREBY RESOLVED, that the _____ (Title of Official) of the Sponsor be and he is hereby authorized and empowered to enter into an Agreement with the Department, thereby binding the Sponsor to fulfillment of its obligation as incurred under this resolution and its Agreement with the Department.

I, _____ Barry Swindell _____, of the
(Name and title)
Chairman of the Hyde County Board of Commissioners _____, do hereby certify that the above
(Name of Sponsoring Agency)
is a true and correct copy of the minutes of _____ Hyde County Board of Commissioners
(Name of Authorizing Board)
_____ held on _____
of the Sponsoring Agency) (Date of Meeting)

WITNESS my hand and the official seal of the Sponsor.

This the _____ day of _____, 2012.

Signed: _____



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.07.2012

Presenter(s): Kris Cahoon Noble

Title: Planning and Economic Development Director

Agency/Dept.: Office of Planning and Economic Development

Item Title: Blue Cross and Blue Shield of NC Foundation Grant Agreement

Attachments: Grant Agreement

Description:

The Office of Planning and Economic Development in conjunction with the Mattamuskeet Senior Center have successfully applied for a Blue Cross and Blue Shield of NC Foundation Equipment Grant . The Grant Amount is \$5,000 and the grant term is 11 months. The grant funds will be used to purchase (1) NuStep Cross Trainer and (1) ProForm Treadmill. The equipment will be used to increase physical activity by Hyde County seniors.

Times Read: Once

Impact on Budget: None.

RECOMMENDATION: Authorize Board Chair to execute Grant Agreement and authorize staff to move forward with grant activities as directed in the proposal.

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

E. Pugh
A. Byrd
J. Fletcher
B. Swindell
D. Tunnell

Aye

Nay

**BLUE CROSS AND BLUE SHIELD OF NORTH CAROLINA FOUNDATION
GRANT AGREEMENT**

THIS GRANT AGREEMENT (the “Grant Agreement”) is effective as of the date indicated below (the “Effective Date”), by and between the Blue Cross and Blue Shield of North Carolina Foundation, (the “BCBSNC Foundation”), and Grantee (as defined below). This Grant Agreement documents the BCBSNC Foundation’s support of the proposal submitted by Grantee to the BCBSNC Foundation as set forth in Schedule A (the “Project”).

- Grantee:** Mattamuskeet Senior Center (“Grantee” or “you”)
- Project Title:** Mattamuskeet Senior Center Exercise Equipment Upgrade
- Brief Project Description:** Increase physical activity by expanding the selection of exercise equipment for the Mattamuskeet Senior Center allowing for an increase in exercise classes for senior citizens who have mobility issues due to arthritis. (the “Project”)
- Grant Amount:** \$5,000.00 over 11 months (the “Grant”). The Grant is the sole amount that the BCBSNC Foundation is obligated to pay to Grantee and is subject to the conditions set forth below.
- Term:** 11 months from the Effective Date.
- Effective Date:** December 18, 2012
- Use of the Grant:** In consideration of its right to receive the Grant, Grantee agrees to use the Grant in accordance with this Grant Agreement and solely as set forth in the description of the Project (Schedule A). The parties shall establish specific agreed outcomes consistent with and in furtherance of the Grant Agreement and Project as specified in Schedule B (which amended Schedule B shall be signed by both parties evidencing their agreement to it). Grantee shall establish and operate the Project and all of the Project’s activities in compliance with all applicable federal, state, and local laws, rules, and regulations. Grantee shall oversee and be responsible for all activities of the Project, and shall be solely responsible for Grantee’s compliance with all obligations of Grantee listed below.

A. Funding Terms. Funding by the BCBSNC Foundation is guaranteed for one time only. The BCBSNC Foundation has no obligation to provide any other funding or support to the Grantee. Funding is further conditioned upon:

- The execution and return of this Grant Agreement. Please initial each page of the Grant Agreement and sign the final page. Please keep a copy of this executed Grant Agreement for your records. The BCBSNC Foundation will keep the originally executed Grant Agreement for its records.
- Confirmation that the Internal Revenue Service has recognized the Grantee as a tax-exempt governmental unit or as an organization described in Section 501(c)(3) of the Internal Revenue Code and classified as a nonprivate foundation under Section 509(a). Further, Grantee confirms that its determination letter from the Internal Revenue Service remains valid as to its nonprivate foundation status and its status under IRC Section 501(c)(3) and that it has not undergone any material change in its character, purposes, activities, method of operation or sources of support that would be inconsistent with that status. Grantee agrees to notify the BCBSNC Foundation immediately if there is any change in its nonprivate foundation status or its status under IRC Section 501(c)(3).
- Grantee's agreement to use the Grant for charitable, educational, or scientific purposes only.
- Grantee shall establish specific agreed outcomes acceptable to the BCBSNC Foundation consistent with and in furtherance of the Grant Agreement and Project as specified in Schedule B (which amended Schedule B shall be signed by both parties evidencing their agreement to it).
- Grantee's agreement to timely submission of project information and reports, as reasonably requested by the BCBSNC Foundation, certifying compliance with the terms of this Grant Agreement and documenting the use of the Grant and the progress of the Project. All such certification and expenditure reports shall be delivered by Grantee to the BCBSNC Foundation at least once per year, using the templates provided by the BCBSNC Foundation.
- Grantee agrees that it will return to the BCBSNC Foundation any monies contributed by the BCBSNC Foundation that are not used for the purposes set forth in the Grant Agreement.

B. Reporting. All reports required to be submitted by the Grant Agreement shall be sent to:

Jennifer MacDougall (or other approved representative)
Blue Cross and Blue Shield of North Carolina Foundation
PO Box 2291
Durham, NC 27702

Jennifer MacDougall is your primary contact for this grant and may be reached at (919) 765-2128 jennifer.macdougall@bcbsncfoundation.org.

- C. BCBSNC Foundation Logo and Name Usage.** Please be aware that the BCBSNC Foundation must approve all items on which our name and/or logo are included prior to the item(s) production. Please note that approval from the BCBSNC Foundation is not a grant of a license or a sublicense to any Blue Cross and/or Blue Shield trademarks or service marks. If the Grantee does not secure the proper approvals from the BCBSNC Foundation, the Grantee may be held responsible for the unauthorized use of the BCBSNC Foundation logo and name as well as for the reprinting of any unapproved items at the Grantee's expense.

The following standards must be followed when using our name and/or logo:

- When written in text, all words in the name must be completely spelled out and written as follows: Blue Cross and Blue Shield of North Carolina Foundation. If you are producing a long text document (for example, a newspaper article) it may be written as BCBSNC Foundation in secondary mentions.
- The BCBSNC Foundation logo cannot be altered without BCBSNC Foundation's prior written approval. Use of the BCBSNC Foundation logo requires the following tagline:

“Blue Cross and Blue Shield of North Carolina (BCBSNC) and Blue Cross and Blue Shield of North Carolina Foundation are independent licensees of the Blue Cross and Blue Shield Association (BCBSA).”

- In cases where this or a similar statement is already included in the logo graphics file, it is not necessary to add the tagline.
- In cases where another entity's mark or logo appears with a legend identifying that other entity as the owner of that logo or mark, the legend must also include ownership of marks by either Blue Cross and Blue Shield Association and/or BCBSNC Foundation.
- These statements may be placed anywhere on the piece. The type must be at least 6 points in size and must remain legible and relatively independent of other copy or graphics.
- The BCBSNC Foundation logo can only appear in white, black or cyan.
- Electronic files of the logo may be downloaded from the “grantees only” section of our Web site. Please contact Jennifer MacDougall if you have difficulty accessing the logos or need them in a different format.
- You may fax or e-mail items needing approval to Jennifer MacDougall or approved representative at (919) 765-2433 at least two business days prior to due date.
- Please provide final copies of all items on which the BCBSNC Foundation logo and/or names appear.

D. Publicity. Grantee may not share any information about the Grant Agreement with the public or any third party (by way of a press release or otherwise) until the Grant Agreement is executed, and the BCBSNC Foundation has provided its approval of the proposed announcement. Thereafter, any announcements related to this initiative need to be coordinated (in advance and with 30 days of planning time) directly with the BCBSNC Foundation. The BCBSNC Foundation must approve any press releases, banners or any other publicity materials containing its name and/or the mention of this grant. If the Grantee does not secure the proper approvals from the BCBSNC Foundation, the Grantee may be held responsible for the unauthorized use of the BCBSNC Foundation logo and name as well as for the reprinting of any unapproved items at the Grantee's expense.

GRANTEE:

Thank you for working with us to adhere to this Grant Agreement. The partnership between the BCBSNC Foundation and Mattamuskeet Senior Center is important to us, as is the success of this initiative.

Signature of Executive Director or Authorizing Agent Date
Name:
Title:

Signature of Board Chair Date
Name:
Title:

SCHEDULE A

[Your grant proposal, currently on file at the Foundation, serves as schedule A to this agreement.]

SCHEDULE B

[Outcomes for this project are to be agreed upon by both parties within two months of the issuance of this agreement and shall be incorporated herein as an update to the grant proposal. The outcomes will establish milestones to determine satisfactory progress with the project at the completion of this grant.]

Equipment-Only Grant Proposal

ORGANIZATION

- 1. Organization Profile** – Briefly describe your mission, vision, values and core programs. We are especially interested in how your mission or approach gives your organization concentration and focus — guiding where or how you work. *(Response limited to 1500 characters – including spaces).*

Mattamuskeet Senior Center's (MSC) mission statement: To maintain, support, and operate a facility for recreation, nutrition, gathering and distribution of information, to furnish exercise equipment and training to enhance creative talents and acquire new skills for the Senior Citizens of Hyde County who are 55 years of age and older.

Values: To enhance the quality of life for all older adults and to promote participation in all aspects of the community.

Core Programs: Exercise, Crafts, Nutrition.

MSC's mission, vision, values and core programs give staff a common mindset towards assisting our seniors in improving their quality of life through exercise programs and active learning, healthy eating and nutritional training, and craft programs. Our main goals guide us in our daily activities and result in healthier and happier seniors.

- 2. Strengths** – Briefly describe what your organization does especially well. Focus on ways in which you truly stand out and on how your strengths qualify you to execute the project in this proposal. **Tip:** You may consider your strengths and expertise relative to other groups that are similar to you. Do not critique others, but speak to your strengths and unique skills and strategy. *(Response limited to 1000 characters – including spaces).*

Mattamuskeet Senior Center offers many traditional programs to increase the quality of life for the aging population in Hyde County. MSC administers the Meals on Wheels program, which provides nutritional meals to senior citizens that do not have the ability to cook for themselves or travel to the center for a meal. There are various craft projects, which provide fellowship between the seniors. In addition to our workout room, we also offer exercise classes that help show the clients how to properly exercise in order to keep up mobility without injury. These programs allow them to maintain their independence and helps to keep them out of assisted living facilities. MSC also coordinates trips, which give the senior citizens opportunities that they might not otherwise receive on their own.

What makes MSC special is the hometown feel that carries over from the general area to the center. Hyde County has a rural population of approximately 5,800. Everyone knows one another across Hyde County, and that familiarity transcends to the center. Many of the seniors attending programs went to grade school together, raised families side by side, and now congregate together as seniors. The MSC gives them a special place to do that.

PROJECT

- 3. Equipment** – Describe the equipment you are requesting. *(Response limited to 1000 characters including spaces).*

One (1) NuStep Recumbent Cross Trainer model T4 (TRS 4000) @ \$3,870.00
One (1) ProForm Crosswalk 395 Treadmill @ \$379.99

****Equipment prices are subject to change, therefore we cannot give a solid quote on price and sales tax for each item. This is the reason for the maximum request of \$5,000.00**

- 4. Proposed Activities** – Describe the approach you will be taking to achieve health gains and how this equipment will be integrated into that approach-include strategy and evidence that your approach can be effective. *(Response limited to 2000 characters including spaces).*

The addition of two(2) pieces of exercise equipment will expand the exercise routines of the average 10-12 senior citizens who attend the Mattamuskeet Senior Center each week for exercise. These attendees use the equipment to help achieve greater mobility through exercise due to their arthritis. Both new pieces of equipment offer a low impact workout. The NuStep machine has received great reviews from other senior centers. Currently, Mattamuskeet Senior Center's workout room is equipped with free weights, resistance bands, stability balls, and only one (1) Treadmill.

The addition of the NuStep and additional Treadmill will allow more seniors to exercise simultaneously, which is key during group workout sessions. We have found that our seniors are more likely to exercise in the company of others. A camaraderie exists between the seniors that contributes to healthy living. Working out as a group builds that camaraderie, strengthens those relationships, and further contributes to good health. The addition of these machines will make the MSC workout room a more popular place, which means seniors will be gaining maximum benefits from the equipment.

- 5. Target Population** – Describe in detail the population experiencing the issue your project addresses. Of the total population you are serving, how many people have the problem and how many will your project impact? **Tip:** This gives us a sense of the nature and degree of the challenge you face. We understand that you may not be providing service to everyone who has this condition or need. *(Response limited to 1000 characters including spaces).*

Our target population is senior citizens ages 55 years and older in Hyde County, a tier one county. As of the 2010 Census, 15% of Hyde County's population of 5,810 residents was over the age of 65. The poverty rate in Hyde County is about 20% overall, and about 30% for senior citizens. This is a geographically large county with a small population. There is limited public transportation. All of these factors contribute to isolation of those without the resources to reach out.

The workout room at the Mattamuskeet Senior Center gives the attendees a safe, supervised area to exercise, which lowers the pain caused by arthritis, and other ailments. Studies show that regular exercise lowers arthritis pain and prevents muscle loss, both of which plague our entire aging population.

- 6. Project Start Up** – What do you need to get in place prior to starting your project and how long do you anticipate that taking? (e.g. hire staff, design curriculum, recruit participants, etc.) *(Response limited to 1000 characters including spaces).*

Prior to incorporation of the equipment into their workout routines, staff will train the seniors in proper use and safety. This will take a maximum of one week.

RESULTS

- 7. Outcomes** – Describe what health gains or behavior changes your target population will achieve as a direct result of this equipment grant. Address how this equipment will meet the objectives of the Healthy Active Communities Focus Area. **Tip:** Anticipated health gains are *not* activities, such as participation in workshops. They are specific verifiable changes in health status *made possible* by these activities. *(Response limited to 2000 characters including spaces).*

With the addition of two (2) more machines, Mattamuskeet Senior Center will be able to increase the amount of clients using the workout room and provide a more comprehensive workout regimen. We anticipate that with two additional machines, we will be able to establish solid workout routines for the seniors that will become part of their day to day activities at the center and overall. The health benefits of regular exercise are instrumental in maintaining muscular strength, which takes stress off of the bones, which are usually in deterioration by the time a human reaches 55 to 65 years. This regular exercise also increases mobility, range of motion, lowers blood pressure and cholesterol as well as decreasing the pain associated with arthritis. MSC also anticipates an increase in attendance with the new machines, since we will then have and increased capacity. We are looking to double our volume of workout clients to 20-24 senior citizens.

- 8. Intensity and Duration** – Define how long and how many times participants will need to engage in this project in order to achieve the desired results. *(Response limited to 1000 characters including spaces).*

Currently, on average, clients visit the workout room three (3) times a week and do a 30-40 minute workout. This is a program that they will need to stick to continuously to maintain the positive effects. This workout program will include, in addition to using the NuStep or Treadmill, using free weights to maintain upper body strength, and resistance bands and stability balls to practice muscle control and balance.

9. **Verification** – How will you know your results have been achieved? *(Response limited to 750 characters – including spaces).*

With the addition of new workout machines, Mattamuskeet Senior Center will be able to offer a more extensive workout program and also be able to increase the number of clients attending for workout purposes. MSC currently tracks the number of seniors utilizing the workout equipment and the frequency of workouts. By continuing to track that activity, MSC will be able to measure the success of the addition of this equipment by comparing pre and post data including number of seniors participating.

KEY PEOPLE AND PARTNERS

10. **Project Director** – Provide a profile of the individual with direct responsibility for achieving your health results. **Tip:** The right person is as critical as the right plan. We are interested in learning about his/her track record or recent accomplishments as they pertain to the proposed project. *(Response limited to 1000 characters – including spaces).*

Mrs. Darlene Berry is the director of the Mattamuskeet Senior Center. She has been with the senior center since 2006, when the center was taken over by Hyde County Government. She also doubles as the nutritional director. Mrs. Berry is in charge of planning all activities and programs at the center, as well as scheduling trips. She is the instructor for the exercise classes, and supervises the workout room. Mrs. Berry is instrumental in providing moral support and motivation to the seniors. She has built trust-based relationships with her clients, and they value her opinions and ideas.

11. **“Delivery” Staff** – Who will deliver the services? How have they demonstrated the ability to achieve the results? *(Response limited to 1000 characters – including spaces).*

In addition to Darlene Berry, the Mattamuskeet Senior Center employs one assistant, Leah Gibbs. Ms. Gibbs aids Mrs. Berry in all aspects of the senior center. Ms. Gibbs began her work with MSC in 2008 through the Senior Community Service Employment Program, more commonly known as Title V. Title V is a federal program that promotes employment of individuals age 55 and older. It provides on-the-job training and experience to help them learn new job skills. This program provided Ms. Gibbs with the skills she now prides herself on in helping the senior citizens. Leah was named Hyde County Government's October 2012 Employee of the Month. She is very motivational, hands-on, and one-on-one interaction with the seniors is very important to her. She assists the seniors with their exercise routines, and ensures they are using proper body mechanics.

12. **Partners** – Identify any organizations or contractors that are critical to achieving the results. Indicate how they will participate and what their specific role will be to help achieve project outcomes. *(Response limited to 1000 characters – including spaces).*

The Mattamuskeet Senior Center receives assistance from The Albemarle Commission to fund their Meals on Wheels program. They also rely heavily on community volunteers, who assist the director and assistant with day to day activities. These volunteers also deliver the meals to the shut-in seniors who benefit from the Meals on Wheels program. Hyde County Government provides majority of funding for operation of the facility and to cover the staffing costs. MSC receives a General Purpose Grant from the State of North Carolina, which is used to fund upkeep of the building. MSN also receives a Health Promotion Grant which helps to fund their exercise program.



**BlueCross BlueShield | Foundation
of North Carolina**

EQUIPMENT GRANT REQUEST PROJECT BUDGET

Organization Name:

Project Title:

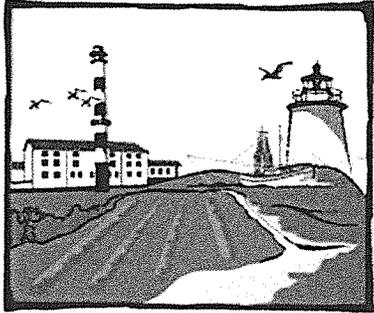
SOURCES OF REVENUE	Anticipated Project Budget		Actual Project Revenue	
	Dollars	In-Kind	Dollars	In-Kind
Requested from BCBSNC Foundation (\$5,000 or less)	\$5,000.00			
SUBTOTAL REVENUES	\$5,000.00	\$0.00		
TOTAL REVENUES	\$5,000.00			

Note: If your "Sources of Revenue" includes additional grant funding (outside of BCBSNC Foundation), please indicate whether those funds have been received or if they are pending. If they are pending, please put an asterisk next to that line-item and describe in the "Special Notes" section of the budget as to the likelihood of receiving and the date by which you expect to be notified regarding those funds.

PROJECT EXPENSES	Anticipated Project Budget		Actual Project Expense	
	BCBSNC Foundation	Other	BCBSNC Foundation	Other
	Dollars		Dollars	
** (1) NuStep T\$ (TRS 4000) model	\$3,595.00			
Delivery Charge	\$275.00			
** (1) ProForm Crosswalk 395 Treadmill	\$599.99			
Delivery Charge	\$99.99			
SUBTOTAL PROJECT EXPENSES	\$4,569.98	\$0.00		
TOTAL PROJECT EXPENSES	\$4,569.98			

Note: If any of your "expense" line-items need additional explanation, please insert two asterisks on that line-item and provide the details at the bottom of the budget.

Special Notes: Equipment price is subject to change, therefore we cannot give a solid quote and sales tax for each item. Therefore, we are requesting the maximum \$5,000.00.



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.7.2013

Presenter(s): Kris Cahoon Noble

Title: Planning and Economic Development Director

Agency/Dept.: Hyde County Office of Planning & Economic Development

Item Title: Substitution of Collateral for Precision Pallet, LLC on existing Revolving Loan Fund Term Loan with original principal balance of \$52,270.00 and current principal balance of \$30,353.45, maturing September 17, 2015

Attachments: Yes

Description: The RLF Committee has approved a substitution of collateral for Precision Pallet, LLC to swap the collateral for the 1993 377 Peterbuilt truck and replace with a 1995 Kenworth Truck as collateral for the loan.

Times Read: First

Impact on Budget: None

RECOMMENDATION: Approval of substitution of collateral as recommended by Revolving Loan Committee

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Aye

Nay

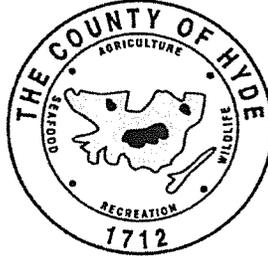
COUNTY OF HYDE

Board of Commissioners

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

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

Fred Holsch
County Attorney,



To: Members of the Revolving Loan Committee

From: Kris Cahoon Noble, Hyde County Planner & Economic Developer *KCN*

Cc: File

Date: December 12, 2012

RE: Substitution of Collateral for Precision Pallet, LLC

The Office of Planning and Economic Development has had several telephone conversations with Leland Hershey, one of the owners of Precision Pallet, LLC. Leland and Everett Hershey have an original \$52,270.00 term loan which they personally guarantee and is secured by the following collateral:

- Morgan Block Cutter with a value of \$8,500.00 at time of loan settlement
- Pallet Chief Stringer Nailer with a value of \$25,000.00 at time of loan settlement
- Wood Chipper with a value of \$25,000.00 at time of loan settlement
- 1993 377 Peterbuilt Truck with value of \$12,000.00 at time of loan settlement
- 1995 379 Peterbuilt Truck with value of \$15,000.00 at time of loan settlement

The current balance on the loan is \$30,353.45 and the loan is scheduled to mature on September 17, 2015. The loan has been paid according to terms.

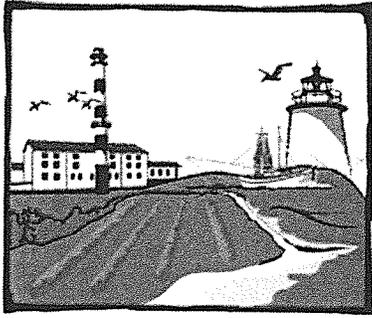
The Hershey's would like to swap the collateral for the 1993 377 Peterbuilt truck and replace with a 1995 W900 Kenworth Truck as collateral for the loan. The value of the Kenworth Truck is equal to or more than the value of the Peterbuilt Truck.

The Hershey's have relayed to the writer that current sales are \$3.2 million annually and that they have met all of their projections. They continue to expand markets despite declining economic conditions. It is important to note that at the time the loan was closed, sales for the company were only \$1.2 million. The purpose of the loan was to purchase additional equipment to provide product for a new customer under a new contract. Precision Pallet, LLC expanded the company from 13 employees to 16 employees and met the terms of the Revolving Loan Fund

requirement to hire three new persons by September 1, 2012. According to Leland Hershey, the company now has 20 employees.

Attached is a bill of sale for the 1995 W900 Kenworth Truck. Also attached are financial statements and tax returns that document the profitability of the company. It is important to note that the balance on the loan has been reduced by \$21,916.55 since its inception in 2010.

The Office of Planning and Economic Development recommends that the Revolving Loan Committee approve the substitution of collateral of the 1995 W900 Kenworth Truck for the existing 1993 377 Peterbuilt Truck that the Hershey's wish to sell to their older brother. The recommendation for approval of the substitution of collateral for Precision Pallet, LLC by the Hyde County Revolving Loan Committee would then be presented to the Hyde County Board of Commissioners on Monday, January 7, 2012.



Since 1712

HYDE COUNTY

NORTH CAROLINA

Meeting Date: 1.07.2012

Presenter(s): Kris Cahoon Noble

Title: Planning and Economic Development Director

Agency/Dept.: Office of Planning and Economic Development

Item Title: 2011 Pre-Disaster Mitigation Grant - Designation of Applicant's Agent

Attachments: Resolution - Designation of Applicant's Agent

Description: Recent restructuring and staff changes have made it necessary to amend the County's Resolution/ Designation of Applicant's Agent for the NC Division of Emergency Management's 2011 Pre-Disaster Mitigation Grant. The new Designation of Applicant's Agent will name Kris Noble as Primary Agent, Corrinne Gibbs as Secondary Agent and Certifying Official as Averii Simmons.

Times Read: Once

Impact on Budget: None.

RECOMMENDATION: Approve the Designation of Applicant's Agent form and authorize staff to execute and implement grant activities.

MOTION MADE BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

MOTION SECONDED BY:

____ E. Pugh
____ A. Byrd
____ J. Fletcher
____ B. Swindell
____ D. Tunnell

Vote:

E. Pugh
A. Byrd
J. Fletcher
B. Swindell
D. Tunnell

Aye

Nay

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

Organization Name (hereafter named Organization): Hyde County	Disaster Number: 2011 Pre-Disaster Mitigation
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 July 1 - June 30	Month: _____ Day: _____
Applicant's Federal Employer's Identification Number: 56-6001521	
Applicant's Federal Information Processing Standards (FIPS) Number:	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Kris Cahoon Noble	Agent's Name Corrinne Gibbs
Organization Hyde County Government	Organization Hyde County Government
Official Position County Planner and Economic Development Director	Official Position County Finance Officer
Mailing Address P.O. Box 188, 30 Oyster Creek Road	Mailing Address P.O. Box 188, 30 Oyster Creek Road
City, State, Zip Swan Quarter, North Carolina 27885	City, State, Zip Swan Quarter, North Carolina 27885
Daytime Telephone (252) 926-4180	Daytime Telephone (252) 926-4400
Facsimile Number (252) 926-3701	Facsimile Number (252)926-3701
Pager or Cellular Number (252) 542-0802	Pager or Cellular Number (252) 943-8826

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 7th day of December, 2013

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Hyde County Board of Commissioners	Name Averi Simmons
Name and Title	Official Position Clerk to the Board
Name and Title	Daytime Telephone (252) 926-4474

CERTIFICATION

I, Averi Simmons (Name) duly appointed and 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 7th day of Jan-13

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.

