

Meeting Minutes

**Board of County Commissioners  
Hyde County**

**Monday, October 3, 2016**

Chairman Earl Pugh, Jr. called the Regular Meeting of the Hyde County Board of Commissioners to order on Monday, October 3, 2016, 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: Chairman Earl Pugh, Jr., Vice-chairman Barry Swindell, John Fletcher, Dick Tunnell and Ben Simmons; Attorney Fred Holscher; County Manager Bill Rich; Clerk to the Board Lois Stotesberry; and, members of the public.

Public Information Officer Teresa Adams and members of the public were present on Ocracoke.

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

Agenda:

Commissioner Fletcher moved to approve the October 3, 2016 Hyde County Board of Commissioners Regular Meeting Agenda as presented by the Clerk with addition of Items of Consideration – Item No. 6.c. Drainage and Item No. 7. Surplus Guns and with Item No. 2.b. ODO Board of Adjustments appointments tabled. Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Fletcher, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – none.

Consideration of Minutes:

Commissioner Swindell moved to approve the September 6, 2016 Hyde County Board of Commissioners Regular Meeting Minutes as presented by the Clerk with correction on page 4 line 26 – ~~Tunnell~~ Swindell and on page 7 line 16 – ~~Simmons~~ Pugh. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Fletcher, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

Approval of Schedule of Tax Values

Linda Basnight, Tax Administrator, presented “Order Approving 2017 Revaluation Schedules, Standards and Rules”. Ms. Basnight reported a property owner who asserts that the schedules, standards and rules are invalid may except to the order and appeal therefrom to the North Carolina Property Tax Commission within 30 days of the date when the notice of the order adopting the schedules, standards and rules was first published. Final adoption of the 2017 Revaluation Schedules, Standards and Rules will be November 7, 2016.

Commissioner Fletcher moved to approve “Order Approving 2017 Revaluation Schedules, Standards and Rules”. Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Fletcher, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

FY17-18 NCDOT/PTD 5310 Elderly and Disabled Program Capital Grant

Luana Gibbs, Interim Health Director and Beverly Paul, Hyde Transit Director reported Hyde County Health Department and Hyde County Transit are applying for a NCDOT/Public Transportation Division Grant to provide medical transportation services for Hyde County residents.

Commissioner Fletcher moved to adopt “Public Transportation Consolidated Capital Call For Projects Program Resolution”. Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Fletcher, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

*Clerk's Note: A copy of “Public Transportation Consolidated Capital Call For Projects Program Resolution” is attached herewith as Exhibit A and incorporated herein by reference.*

Presentations:

CAC Quarterly/ Annual Visitation Report

Linda Flowers, CAC member, presented the Cross Creek Health Care Center Community Advisory Committee (CAC) Quarterly/ Annual Visitation Report and requested appointments to fill two vacancies on the Community Advisory Committee. Mr. Charles Green resigned his position on the committee on July 16, 2016 and Mrs. Judy B. Harris resigned her position on the committee on August 24, 2016. Mr. Glen Credle of Scranton and Ms. Jan Moore of Swan Quarter have expressed interest in serving on the committee.

Commissioner Fletcher moved to appoint Jan Moore to serve on the Community Advisory Committee and to appoint Glen Credle to serve on the CAC contingent upon his acceptance of the position. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Fletcher, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

#### Update – State of Lake Mattamuskeet

Pete Campbell, Mattamuskeet National Wildlife Refuge Manager accompanied by Dr. Michelle Moorman, presented “Declining Waterfowl Habitat As a Result of Declining Water Quality at Lake Mattamuskeet National Wildlife Refuge” and “Nine Minimum Elements to Be Included in a Watershed Plan for Impaired Waters Funded Using Incremental Section 319 Funds”.

Dr. Moorman’s report explains:

*“The aquatic grasses have all but disappeared from Lake Mattamuskeet, the Centerpiece of Mattamuskeet NWR. Aquatic grasses, also referred to as submerged aquatic vegetation (SAV), include beds of aquatic plants like wild celery, redhead grass, sago pondweed, southern naiad, muckgrass, and nitella. Located on the Albemarle-Pamlico Peninsula in eastern North Carolina, Mattamuskeet Refuge was established to promote and maintain wetlands for migratory bird populations, specifically wintering waterfowl, as well as habitat for other wetland-dependent wildlife. Many of the Refuge wildlife and habitat conservation goals, outlined in the Comprehensive Conservation Plan, are supported by having grasses in the lake because the vegetation provides key food resources for migratory birds, particularly the hundreds of thousands of waterfowl which migrate to the lake each winter. Thus determine why grasses have disappeared and approaches that can be used to restore SAV has become a priority management goal for the Refuge and its many partners which include NC Wildlife Resources Commission (NCWRC), Hyde County Government, Hyde County Soil and Water Conservation District, NC Division of Water Resources, local land owners and researchers”.*

*“As a technical working group composed of USFWS and NCWRC staff, we have been working to understand declines in SAV through the lens of a conceptual model published by Davis and Brinson (1980). Our trend analysis has demonstrated that over the past 20 years there has been a significant increase in the nutrients, nitrogen and phosphorus and suspended sediments in the lake. These nutrients stimulate plant growth, specifically algae, which can result in algal blooms dominated by cyanobacteria and capable of producing cyanotoxin, cylindrospermopsin, at a level of concern to recreational users. As a result, Lake Mattamuskeet has transformed from a clear lake full of SAV to a turbid lake full of undesirable algae. We are able to make these assessments based on monitoring data that has been collected over the past 20 years with an increase in monitoring efforts occurring over the past 4 years. Through collaboration, we have worked together to identify, prioritize and conduct monitoring and research at Mattamuskeet NWR that will inform a watershed plan and future management actions aimed at restoring SAV and water quality in the lake”.*

Mr. Campbell presented: “Nine Minimum Elements to Be Included in a Watershed Plan for Impaired Waters Funded Using Incremental Section 319 Funds” identified by the EPA for achieving improvements in water quality.

1. *Identification of causes of impairment and pollutant sources or groups of similar sources.*
2. *An estimate of the load reductions expected from management measures.*
3. *A description of the nonpoint source management measures that will need to be implemented to achieve load reductions and a description of the critical areas in which those measures will be needed to implement this plan.*
4. *Estimate of the amounts of technical and financial assistance required, associated costs, and/or the sources and authorities that will be relied upon to implement this plan.*
5. *An information and education component used to enhance public understanding of the project and encourage their early and continued participation in selecting, designing and implementing the nonpoint source management measures that will be implemented.*
6. *Schedule for implementing the nonpoint source management measures identified in this plan that is reasonable expeditious.*
7. *A description of interim measurable milestones for determining whether nonpoint source management measures or other control actions are being implemented.*
8. *A set of criteria that can be used to determine whether loading reductions are being achieved over time and substantial progress is being made toward attaining water quality standards.*
9. *A monitoring component to evaluate the effectiveness of the implementation efforts over time, measured against the criteria established under item 8 immediately above.*

Chairman Pugh asked that Mr. Campbell, Manager Rich and Assistant Manager Noble develop a list of individuals and organizations associated with drainage issues in Hyde County to form a committee to focus on a comprehensive management plan for Lake Mattamuskeet. Mr. Pugh asked that the list be presented at the next regularly scheduled Hyde County Board of Commissioners meeting on November 7, 2016 for appointment.

#### Public Comments:

**Peter Vankevich, Ocracoke** – recommends including safety language in advisories on storm water.

**Items of Consideration:**

**Resolution – Approving Transaction with Liberty**

Bill Rich, County Manager, presented resolution approving the sale of Hydeland Home Health Agency to Liberty and requested approval to sign the APA and transaction documents.

Commissioner Simmons moved to put \$125,000.00 from the sale of Hydeland Home Health in an Escrow account to be used to buy back Hydeland Home Health if needed. Mr. Fletcher seconded the motion. The motion passed on the following vote: Ayes – Pugh, Fletcher, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

Commissioner Swindell moved to adopt Resolution of the Hyde County Board of Commissioners to close the sale of Hydeland Home Health to Liberty and to approve County Manager Rich to execute the approved Asset Purchase Agreement and ancillary transaction documents. Mr. Pugh seconded the motion. The motion passed on the following vote: Ayes – Pugh, Tunnell and Swindell; Nays – Fletcher and Simmons; Absent or not voting – None.

*Clerk's Note: A copy of "Resolution of the Hyde County Board of Commissioners Approving Transaction of Sale of Hydeland Home Health Agency to Liberty Homecare Group, LLC ("Liberty")" is attached herewith as Exhibit B and incorporated herein by reference.*

**Resolution for Post-Employment Benefits Trust and Appointment of Trustee for Benefits Trust**

Luana Gibbs, Interim Health Director, reported on July 1, 2007 four counties from Tideland Mental Health merged with Albemarle Mental Health, while other qualified employees retired. Because of the retirement, these employees were entitled to post-retirement health insurance benefits. Tideland and the State of NC provided funding for this benefit.

Hyde County, as well as nine other counties, remained a member of Albemarle mental Health, though this is no longer an ongoing entity. At this time, the 10 counties wish to establish a Trust Fund – Other Post-Employment Benefits (OPEB) Trust Fund, in which each county manager will be appointed as Trustee. The Trust Fund will qualify as an irrevocable tax-exempt trust performing an essential governmental function.

Commissioner Fletcher moved to adopt Resolution for Post-Employment Benefits Trust. Mr. Swindell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

*Clerk's Note: A copy of "A Resolution of The Board of Commissioners of The County of Hyde, North Carolina, Authorizing An Other Post-Employment Benefits (OPEB) Trust Fund and Related Trust Agreement; Appointment of Trustee For and a Contribution to OPEB Trust Fund" is attached herewith as Exhibit C and incorporated herein by reference.*

Commissioner Fletcher moved to appoint the County Manager as the Trustee for Benefits Trust for Hyde County. Mr. Swindell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

**Proclamation To Terminate State of Emergency**

Effective September 15, 2016, Chairman Earl Pugh, Jr. proclaimed "Termination of the State of Emergency for Hyde County – Hurricane Hermine.

*Clerk's Note: A copy of "Proclamation – Termination of The State of Emergency for Hyde County – Hurricane Hermine" is attached herewith as Exhibit D and incorporated herein by reference.*

**Appointments:**

**Health Board**

Luana Gibbs, Interim Health Director, reported at the quarterly meeting held on September 20, 2016 the Hyde County Board of Health recommended the re-appointment of Randy Hignite, Chair; Randy Clayton, Vice-chair; Tynia Harris and Cheryl Ballance, RN.

Commissioner Swindell moved to re-appoint Randy Hignite and Cheryl Ballance (expiring 10/2019), Randy Clayton (expiring 01-2019) and Tynia Harris (expiring 6/2018) to serve another three year term each on the Hyde County Board of Health. Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

**Ocracoke Board of Adjustment Appointments (tabled)**

### **Ocracoke Development Ordinance – Planning Advisory Board**

John Fletcher, Commissioner, reported ODO Planning Board member John Simpson resigned his position on the Board.

Commissioner Simmons moved to appoint Albert O’Neal to complete the term of John Simpson on the ODO Planning Advisory Board. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

### **Pay Home Health Nurses Longevity Pay**

Luana Gibbs, Interim Health Director, reported at the September 20, 2016 Board of Health meeting, the Board voted for consideration by the Commissioners to pay the two Hydeland Home Health Registered Nurses their Longevity checks for December 2016. The Hydeland Home Care is being sold effective November 1, so the nurses will not be employed by Hyde County effective December 1; however they have provided remarkable service to the County for 14 and 17 years. Their employment is being terminated one month prior to longevity requirement.

Commissioner Swindell moved to approve longevity pay for the two Hydeland Home Health nurses. Mr. Fletcher seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

### **CDBG – Commerce Fellows Approval of Program Policies**

Kris Cahoon-Noble, Assistant County Manager, reported Hyde County has accepted a Grant Agreement and Funding Approval to participate in the CDBG Commerce Fellows Training Grant. In order to meet requirements, the Hyde County Board of Commissioners is required to approve all related CDBG plans and policies:

1. Project Budget Ordinance
2. Financial Management Resolution
3. Section 3 Plan, Local Economic Benefit for Low and Very Low Income Persons Plan
4. Equal Employment and Procurement Plan/Policy
5. Fair Housing Plan
6. Citizen Participation Plan
7. Anti-Displacement Plan
8. Environmental Review Record for Exempt Projects

Commissioner Swindell moved to approve CDBG-Commerce Fellows Blanket Resolution. Mr. Fletcher seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

*Clerk’s Note: A copy of “CDBG Commerce Fellows Blanket Resolution including (Project Budget Ordinance) and (Financial Management Resolution)” is attached herewith as Exhibit E and incorporated herein by reference.*

### **Proposed Distribution From Home Health**

Bill Rich, County Manager, discussed the proposed distribution of funds from the sale of Hydeland Home Health.

Commissioner Swindell moved to approve distribution of net cash proceeds from sale plus one jeep – General Fund/County for Inspections Department; and, Escrow balance plus one jeep – Hyde County Health Department. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

### **Commissioner Concerns**

Commissioner John Fletcher suggested utilization of available resources (crabs in the fall and drum fish in the summer) to compensate income on Ocracoke Island during shoulder seasons.

Mr. Fletcher asked hypothetically {if an agency hires a person who has a bad record and decides he/she shouldn’t use county property is the county liable for his/her action during employment}.

Fred Holscher, County Attorney, stated the county is liable for any employee’s act within the scope of employment.

### **Drainage**

Commissioner Ben Simmons discussed drainage crisis in Hyde County.

J. W. Spencer, Hyde Soil & Water discussed replacement costs of aluminum floodgates.

Kris Cahoon-Noble, Assistant Manager, will contact an engineer to get a quote on project to pump water through a dike.

### **Surplus Guns**

Sergeant Joe Smith, reported the Hyde County Sheriff's Office has 16 pistols in property that are not being used. These pistols are old revolvers that have no further use. The Sheriff's Office is requesting they be allowed to trade the weapons. This trade would take place at Lawman's Supply in Raleigh, NC. The guns will be valued based on condition, then the Sheriff's Department will receive a credit toward their account with Lawman's Supply.

Commissioner Fletcher moved to approve the trade of 16 Hyde County Sheriff's Department pistols. Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

### **Budget Transfers:**

Bill Rich, County Manager presented the following budget transfers for Board of Commissioner approval.

#### **Administration**

Swan Quarter Dike	\$ 5,000.00
Revaluation	\$100,000.00

#### **Health Department**

BR09-17 – Adult & PC	\$ 6,000.00
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Commissioner Swindell moved to approve Health Department Budget Revisions BR09-17 and Administration transfers as presented. Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Fletcher, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

### **Management Reports:**

**Commissioner John Fletcher** – reported he had been in the hospital. Mr. Fletcher discussed the need for home health assistance on Ocracoke.

**Commissioner Ben Simmons** – reported he has been busy farming. Mr. Simmons also noted Mattamuskeet beat Creswell.

**Commissioner Barry Swindell** – attended the Hyde County Health Board meeting.

**Commissioner Dick Tunnell** – Attended the Swan Quarter Festival, Albemarle RC&D meeting and the Mid-East Housing Commission meeting and announced Lynn Alligood is the new CEO and he is the Vice-chairman.

**Chairman Earl Pugh, Jr.** – attended the Ocracoke Ferry meeting, Albemarle Commission meeting and the Davis Center ribbon cutting.

**County Manager Bill Rich** – presented review of meetings and events he attended in September and the Davis Center BCCC Ribbon Cutting ceremony. Mr. Rich's calendar was provided.

**Assistant County Manager Kris Noble** – reported on meetings and events she attended in September and reported she started the Municipal County Administration course at UNC-School of Government.

### **Public Comments:**

Chairman Pugh called for comments from the public.

Sundae Horne, Ocracoke – recommended ways to put information out about evacuations.

There being no comment from the public, Chairman Pugh continued the meeting.

### **Closed Session**

Commissioner John Fletcher moved to enter into closed session in accordance with NCGS143A-318.11(a) (6) *to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.* Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes –Pugh, Fletcher, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

Commissioner Barry Swindell moved to come out of closed session in accordance with NCGS143A-318.11(a). Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes –Pugh, Fletcher, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

Commissioner John Fletcher moved to include, in the Hyde County Personnel Policy – Dress Code, a policy requiring employees with tattoos to cover their arms and legs (if tattoo is showing) when working with the public for

Hyde County. Hearing no second, Mr. Fletcher withdrew the motion and directed the Human Resources manager to look into surrounding counties policy on this issue.

Commissioner Fletcher also requested the Human Resources manager look into diversity in employees of Hyde County.

**Adjourn**

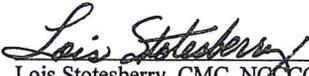
Commissioner Fletcher moved to adjourn the meeting. Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes –Pugh, Fletcher, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

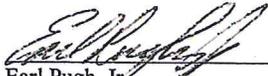
The meeting adjourned at 8:00p.m.

Respectfully submitted:

Minutes approved on the 7<sup>th</sup> day of November 2016.

Attest:

  
Lois Stotesberry, CMC, NCCCC  
Clerk, Hyde County Board of Commissioners

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

Attachments:

**Exhibit A: "Public Transportation Consolidated Capital Call For Projects Program Resolution"**

**Exhibit B: "Resolution of the Hyde County Board of Commissioners Approving Transaction of Sale of Hydeland Home Health Agency to Liberty Homecare Group, LLC ("Liberty")"**

**Exhibit C: "A Resolution of The Board of Commissioners of The County of Hyde, North Carolina, Authorizing An Other Post-Employment Benefits (OPEB) Trust Fund and Related Trust Agreement; Appointment of Trustee For and a Contribution to OPEB Trust Fund"**

**Exhibit D: "Proclamation – Termination of The State of Emergency for Hyde County – Hurricane Hermine"**

**Exhibit E: "CDBG-Commerce Fellows Blanket Resolution" (corrected 11-14-16 SS)**

PUBLIC TRANSPORTATION CONSOLIDATED CAPITAL CALL FOR PROJECTS PROGRAM  
RESOLUTION

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

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

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

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

WHEREAS, County of Hyde – Office of the Accountant (Hyde County Health Department) understands and agrees that capital project requests will be funded with 5310, 5311 (RTAP or ADTAP), 5339, state funds or a combination thereof. The applicant agrees they will adhere to the compliance of the grant used to fund the project.

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

I ( Certifying Official's Name)\*Earl Pugh Jr., Chairman of the Hyde County Board of Commissioners do hereby certify that the above is true and correct copy of an excerpt from the minutes of a meeting of the Hyde County Board of Directors duly held on the 3<sup>rd</sup> day of October, 2016.

Earl Pugh Jr.  
Signature of Certifying Official

10-13-2016  
Date

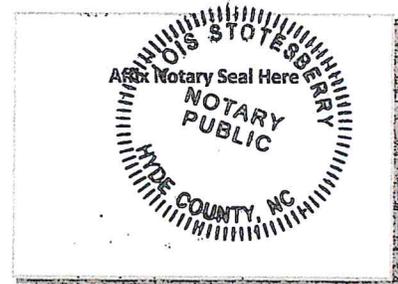
\*Note that the authorized official, certifying official, and notary public should be three separate individuals.

Seal Subscribed and sworn to me (date) October 3, 2016

Notary Public Signature Lois Statesberry

Printed Name and Address Lois Statesberry  
708 New Lake Rd, Belhaven, NC 27810

My commission expires (date) December 30, 2017



**Resolutions of the  
Hyde County Board of Commissioners  
October 3, 2016**

The following Resolutions were duly adopted by the Hyde County Board of Commissioners (the "Board"), the governing body of the County of Hyde (the "County"), in a duly called regular meeting on October 3, 2016.

WHEREAS, the County currently owns certain assets, which assets are associated with the provision of Medicare-certified home health and related services through its agency, Hydeland Home Care Agency (the "Agency");

WHEREAS, N.C. Gen. Stat. §131E-13 provides that if the County leases, sells, or conveys the Agency, or part thereof, the procedural requirements of N.C. Gen. Stat. §131E-13(d) shall apply;

WHEREAS, the Board has carefully studied the future needs of the Agency and has held public hearings and obtained public comment on the present and future needs of the Agency in accordance with the requirements of N.C. Gen. Stat. §131E-13(d);

WHEREAS, the Board has (i) at a regular meeting more than sixty (60) days prior to the date hereof, adopted a resolution declaring the intent of the County to sell the Agency (the "Resolution of Intent"); (ii) at said meeting, requested proposals for the sale of the Agency by direct solicitation of at least five (5) prospective purchasers; (iii) conducted a public hearing on the Resolution of Intent not less than fifteen (15) days after its adoption; (iv) required information on charges, services, and indigent care at similar facilities owned and operated by each proponent; (v) not less than forty-five (45) days after adopting the Resolution of Intent and not less than thirty (30) days after conducting the public hearing on the Resolution of Intent, conducted a public hearing on the proposals to purchase the Agency; and (vi) made copies of the proposals with respect to the Agency available to the public at least ten (10) days before the public hearing on said proposals, all in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(1) through (6);

WHEREAS, Liberty Homecare Group, LLC ("Liberty"), which is experienced in the operation and management of home health agencies, submitted a proposal on behalf of itself and its affiliates to purchase substantially all of the assets used in the operation of the Agency (the "Assets");

WHEREAS, the terms and conditions of the proposed sale of the Assets to Liberty's affiliate, Liberty Homecare VII, LLC ("Liberty Homecare"), have been reduced to writing in the form of an Asset Purchase Agreement by and between the County and Liberty Homecare (the "Asset Purchase Agreement"), the form of which is attached hereto as Exhibit A;

WHEREAS, at least ten (10) days before this meeting, the County made copies of the Asset Purchase Agreement available to the public in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(8) and a legal notice of this regular meeting of the Board was published in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7); and

WHEREAS, in accordance with the requirements of N.C. Gen. Stat. §131E-13(d)(7), after considering whether the sale of the Assets to Liberty Homecare, in accordance with the provisions of this Resolution, will meet the health-related needs of medically underserved groups, such as low income persons, racial and ethnic minorities, and handicapped persons, the Board finds that the sale of the Assets is in the public interest.

NOW, THEREFORE, be it resolved that in accordance with N.C. Gen. Stat. §131E-13(d), the Board hereby authorizes the completion of the following actions:

1. The Chairman or County Manager shall execute on behalf of the County the Asset Purchase Agreement, the Bill of Sale, the Assignment and Assumption Agreement, the Restricted Fund Agreement, and the Lease Agreement, in substantially the form presented to and approved by the Board.

2. The Chairman or County Manager shall execute any other agreements, certificates, documents, and instruments to be executed by the County in connection with the Asset Purchase Agreement, and take such other and further actions as may be necessary to conclude and implement the transaction described in this Resolution.

These Resolutions were duly adopted by the Board, effective October 3, 2016, and have been attached to the Minutes of the Board for its duly called meeting on that date.

HYDE COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Earl Pugh, Jr., Chairman

ATTEST:

  
\_\_\_\_\_  
Lois Stotesberry  
Clerk to the Board of Commissioners

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**EXHIBIT A**  
**ASSET PURCHASE AGREEMENT**

# COUNTY OF HYDE

## Board of Commissioners

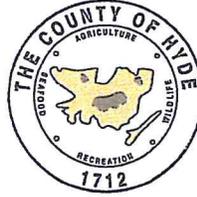
Earl Pugh, Jr., Chairman  
Barry Swindell, Vice-chair  
Benjamin Simmons, III  
John Fletcher  
Dick Tunnell

30 Oyster Creek Road  
P.O. Box 188  
Swan Quarter, NC 27885

Bill Rich, County Manager

Fred Holscher, Attorney

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board



**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE,  
NORTH CAROLINA, AUTHORIZING AN OTHER POST-EMPLOYMENT BENEFITS  
(OPEB) TRUST FUND AND RELATED TRUST AGREEMENT; APPOINTMENT OF  
TRUSTEE FOR AND A CONTRIBUTION TO OPEB TRUST FUND.**

*WHEREAS*, the County of Hyde, North Carolina (the "County") is a party to a Memorandum of Agreement for the Provision of Health Insurance for Qualified Retirees of Albemarle Mental Health and Tideland Mental Health, dated July 1, 2007, to provide certain benefits for eligible retirees of those former organizations that constitute what are known as other post-employment benefits (the "OPEB obligation");

*WHEREAS*, the counties which are parties to the above Memorandum of Agreement are Camden, Chowan, Currituck, Hyde, Hyde, Martin, Pasquotank, Perquimans, Tyrrell and Washington (the "Counties");

*WHEREAS*, in furtherance of the Counties funding of the OPEB obligation, the Counties wish to participate in an investment trust fund set up by the North Carolina State Treasurer's office, the NC Long Term Non-Pension Program (the "NC NPP Trust Fund") in which the Counties will deposit funds currently held by Martin County for the OPEB obligation;

*WHEREAS*, the Counties desire to create a trust fund (the "OPEB Trust Fund") into which Martin County will transfer the money that has been on deposit at Martin County;

*WHEREAS*, such deposits into the OPEB Trust Fund will be irrevocable, not subject to the claims of creditors and may only be withdrawn by the administering County to provide other post-employment

benefits to individuals who are former employees or beneficiaries of former employees covered by the Memorandum of Agreement and who are entitled to other post-employment benefits payable by the former Albemarle Mental Health and Tideland Mental Health;

*WHEREAS*, Martin County will continue to serve as the administrating county; and

*NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE, NORTH CAROLINA DOES RESOLVE AS FOLLOWS:*

Section 1. ***Creation of OPEB Trust Fund; Execution of Trust Agreement.*** The County Manager and the Finance Director of the County are each hereby authorized and directed to take such action as may be necessary to create an Other Post-Employment Benefits Trust Fund into which the money on deposit at Martin County will be transferred. The County Manager and the Finance Director of the County are each hereby authorized, empowered, and directed to execute and deliver a Trust Agreement substantially in the form attached hereto, but with such changes, modifications, additions or deletions as to them seem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of his or her approval of any and all such changes, modifications, additions or deletions therein. The County Manager and the Finance Director of the County are each also hereby authorized to take any other actions deemed necessary or appropriate to consummate the transactions provided for in the Trust Agreement and to take all such other actions as they may deem necessary or appropriate to give effect to the Trust Agreement.

Section 2. ***Transfer from Martin County to NC NPP Trust Fund.*** The County Manager and the Finance Director of the County are each hereby authorized and directed to cause the money on deposit at Martin County to fund the Counties OPEB obligation to be transferred to the NC NPP Trust Fund.

Section 3. ***Appointment of Trustees.*** The Board of Commissioners hereby appoints the County Manager to serve as Hyde County's trustee of the OPEB Trust Fund and grants the authority necessary to perform all duties and obligations thereof.

Section 4. **Other Actions.** That all actions heretofore taken by the County Manager and the Finance Director of the County acting on behalf of the County with respect to the creation of the OPEB Trust Fund are hereby ratified, adopted, approved and confirmed in all respects. The County Manager and the Finance Director of the County are authorized to execute and deliver for and on behalf of the County any and all documents or other papers and perform all other acts as they may deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 5. **Effective Date.** This Resolution is effective on the date of its adoption.

On motion of Commissioner Barry Swindell, seconded by Commissioner John Fletcher, the foregoing resolution titled "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE, NORTH CAROLINA, AUTHORIZING AN OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST FUND AND RELATED TRUST AGREEMENT; APPOINTMENT OF TRUSTEE FOR AND A CONTRIBUTION TO OPEB TRUST FUND" was duly adopted by the following vote:

AYES: Earl Pugh, Jr., Barry Swindell, Dick Tunnell,  
Ben Simmons, John Fletcher

NAYS: None

PASSED, ADOPTED AND APPROVED this 3rd day of October, 2016.

ATTEST:

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

Lois Stotesberry  
Lois Stotesberry, CMC, NCCCC  
Clerk, Hyde County Board of Commissioners

**MEMORANDUM OF AGREEMENT  
PROVISION OF HEALTH INSURANCE BENEFITS  
for QUALIFIED RETIREES OF ALBEMARLE MENTAL HEALTH  
and TIDELAND MENTAL HEALTH**

WHEREAS, July 1, 2007 four counties from Tideland Mental Health (Tideland) merged with the six counties comprising Albemarle Mental Health (Albemarle); and

WHEREAS, certain qualified employees retired from Albemarle and Tideland and therefore were and are entitled to post retirement health insurance benefits as set forth in policies approved by the Boards of each of those agencies; and

WHEREAS, neither Albemarle or Tideland is an ongoing entity; and

WHEREAS, the ten counties that were the remaining member counties of Albemarle Mental Health upon its dissolution are Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell and Washington; and

WHEREAS, funds were provided by Tideland at the time of merger for the purpose of funding the post retirement health insurance benefits for qualified Tideland employees and funds were provided by the State of North Carolina at the time of dissolution to assist with the funding of these benefits for both Albemarle and Tideland retirees; and

WHEREAS, Martin County has agreed to handle the administration of providing the retiree health insurance and therefore Martin County has possession of the funds available for same and Martin county is willing to do so for no compensation but also has no individual liability to provide these benefits in the event the funds set aside for this purpose are exhausted; and

WHEREAS, Martin County will provide a financial report to each of the county managers no later than July 31<sup>st</sup> each year which will include at a minimum the beginning balance of the fund, charges to the fund and the ending balance of the fund; and

WHEREAS, in the event the funds are exhausted prior to the retirees no longer being eligible for coverage the counties will determine what action to take and if it is to make up the shortfall it shall be done on a per capita basis for each county; and

WHEREAS, the county managers of each county are collectively given the authority to make any necessary administrative decisions regarding these funds with the exception of decisions regarding funds being exhausted.

NOW, THEREFORE BE IT RESOLVED that each of the counties named below evidenced by the signature of the Chairman of the Board of Commissioners hereby agrees to the recitals above regarding the provision of post retirement health insurance benefits to those eligible former employees of Albemarle Mental Health and Tideland Mental Health.

CAMDEN COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK TO THE BOARD

CHOWAN COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK TO THE BOARD

CURRITUCK COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK TO THE BOARD

DARE COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK TO THE BOARD

HYDE COUNTY

DATE 10-03-2016

*Earl Pugh*  
\_\_\_\_\_  
CHAIRMAN

*Levi Statesberry, OMC, NCCCC*  
\_\_\_\_\_  
CLERK TO THE BOARD

MARTIN COUNTY

DATE 6-28-11

*Elmo "Butch" Lelley*  
\_\_\_\_\_  
CHAIRMAN

*Morris B. Thompson*  
\_\_\_\_\_  
CLERK TO THE BOARD

PASQUOTANK COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK TO THE BOARD

PERQUIMANS COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK TO THE BOARD

TYRRELL COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK TO THE BOARD

WASHINGTON COUNTY

DATE \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK TO THE BOARD

COUNTIES OF CAMDEN, CHOWAN, CURRITUCK, DARE, HYDE, MARTIN,  
PASQUOTANK, PERQUIMANS, TYRRELL and WASHINGTON OTHER POST-  
EMPLOYMENT BENEFITS TRUST AGREEMENT

This Trust Agreement is entered into as of the 3<sup>rd</sup> day of *October*, 2016 (the "Effective Date"), by and between the counties of Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell, and Washington North Carolina (the "Counties") and the sitting County Manager of each county (the "Trustee");

RECITALS:

WHEREAS, the former Albemarle Mental Health and the former Tideland Mental Health maintained certain post-employment benefits other than pensions for the benefit of their eligible retired employees (the "Former Employers");

WHEREAS, the Counties wish to establish a trust pursuant to Section 159-30.1(b) of the North Carolina General Statutes, to be known as the "counties of Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell, and Washington Other-Post Employment Benefits Trust Agreement" (hereinafter the "Trust"), for the purpose of holding existing funds to provide post-employment benefits other than pension benefits of the former Albemarle Mental Health and Tideland Mental Health;

WHEREAS, this Trust is established by the Counties with the intention that the Trust qualify as an irrevocable tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Code and the regulations issued thereunder and as a tax-exempt trust under the provisions of the applicable laws of the State of North Carolina; and

WHEREAS, the Counties have appointed each of their County Managers as Trustees of the Trust, and the Trustees have accepted such appointment pursuant to the terms and conditions set forth in this Trust Agreement; and

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

ARTICLE I  
DEFINITIONS

- 1.1 "Administrator" shall mean Martin County, North Carolina per the terms and conditions of a Memorandum of Agreement dated July 1, 2007 and attached as Exhibit A.
- 1.2 "Assets" shall mean all contributions and transfers of assets received into the Trust on behalf of the Counties, together with the income and earnings from such contributions and transfers and any increments accruing to them, net of any investment losses, benefits, expenses or other costs.
- 1.3 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.
- 1.4 "Eligible Participants" shall mean collectively eligible retired employees of the former Albemarle Mental Health and Tideland Mental Health and their dependents and beneficiaries.

- 1.5 "Counties" shall mean the Counties of Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell, and Washington North Carolina.
- 1.6 "Former Employers" shall mean the former Albemarle Mental Health and the former Tideland Mental Health organizations.
- 1.7 "OPEB" shall mean "other post-employment benefits," such as medical, dental, vision, life insurance, long-term care and other similar benefits, provided to Eligible Employees, other than pension benefits.
- 1.8 "OPEB Obligation" shall mean, to the extent required by law, the Counties obligation to provide post-employment health care and welfare benefits to Eligible Participants to the extent of existing assets and future earnings from those assets, as specified in the Plan.
- 1.9 "Plan" shall mean the Former Employers OPEB obligations and the Counties satisfaction thereof to the extent of existing assets and future earnings from those assets.
- 1.10 "Qualified Investments" shall mean all investments authorized under Section 159-30.1(b) of the North Carolina General Statutes, including the following:
- (1) Obligations of the United States or obligations fully guaranteed both as to principal and interest by the United States.
  - (2) Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Bank for Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, Fannie Mae, the Government National Mortgage Association, the Federal Housing Administration, the Farmers Home Administration, the United States Postal Service.
  - (3) Obligations of the State of North Carolina.
  - (4) Bonds and notes of any North Carolina local government or public authority, to the extent permitted in Section 159.30(c)(4) of the North Carolina General Statutes.
  - (5) Savings certificates issued by any savings and loan association organized under the laws of the State of North Carolina or by any federal savings and loan association having its principal office in North Carolina; provided, that any principal amount of such certificate in excess of the amount insured by the federal government or any agency thereof, or by a mutual deposit guaranty association authorized by the Commissioner of Banks of the Department of Commerce of the State of North Carolina, be fully collateralized.
  - (6) Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates of particular obligation.
  - (7) Bills of exchange or time drafts drawn on and accepted by a commercial bank and eligible for use as collateral by member banks in borrowing from a federal reserve bank, provided that the accepting bank or its holding company is either

(i) incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.

- (8) Participating shares in a mutual fund for local government investment; provided, that the investments of the fund are limited to Qualified Investments hereunder, and the fund is certified by the Local Government Commission. The Local Government Commission shall have the authority to issue rules and regulations concerning the establishment and qualifications of any mutual fund for local government investment.
- (9) A commingled investment pool established and administered by the State Treasurer pursuant to Sections 147-69.2 and 147-69.3 of the North Carolina General Statutes.
- (10) A commingled investment pool established by interlocal agreement by two or more units of local government pursuant to Sections 160A-460 through 160A-464 of the General Statutes of North Carolina, if the investments of the pool are limited to those qualifying for investment under Section 159.30(c)(4) of the North Carolina General Statutes.
- (11) Evidences of ownership of, or fractional undivided interests in, future interest and principal payments on either direct obligations of the United States government or obligations the principal of and the interest on which are guaranteed by the United States, which obligations are held by a bank or trust company organized and existing under the laws of the United States or any state in the capacity of custodian.
- (12) Repurchase agreements with respect to either direct obligations of the United States or obligations the principal of and the interest on which are guaranteed by the United States if entered into with a broker or dealer, as defined by the Securities Exchange Act of 1934, which is a dealer recognized as a primary dealer by a Federal Reserve Bank, or any commercial bank, trust company or national banking association, the deposits of which are insured by the Federal Deposit Insurance Corporation or any successor thereof if:
  - (a) Such obligations that are subject to such repurchase agreement are delivered (in physical or in book entry form) to the local government or public authority, or any financial institution serving either as trustee for the local government or public authority or as fiscal agent for the local government or public authority or are supported by a safekeeping receipt issued by a depository satisfactory to the local government or public authority, provided that such repurchase agreement must provide that the value of the underlying obligations shall be maintained at a current market value, calculated at least daily, of not less than one hundred percent (100%) of the repurchase price, and, provided further, that the financial institution serving either as trustee or as fiscal agent for the local government or public authority holding the obligations subject to the repurchase agreement hereunder or the depository issuing the

safekeeping receipt shall not be the provider of the repurchase agreement;

- (b) A valid and perfected first security interest in the obligations which are the subject of such repurchase agreement has been granted to the local government or public authority or its assignee or book entry procedures, conforming, to the extent practicable, with federal regulations and satisfactory to the local government or public authority have been established for the benefit of the local government or public authority or its assignee;
  - (c) Such securities are free and clear of any adverse third party claims; and
  - (d) Such repurchase agreement is in a form satisfactory to the local government or public authority.
- (13) In connection with funds subject to the arbitrage and rebate provisions of the Code, participating shares in tax-exempt mutual funds, to the extent such participation, in whole or in part, is not subject to such rebate provisions, and taxable mutual funds, to the extent such fund provides services in connection with the calculation of arbitrage rebate requirements under federal income tax law; provided, the investments of any such fund are limited to those bearing one of the two highest ratings of at least one nationally recognized rating service and not bearing a rating below one of the two highest ratings by any nationally recognized rating service which rates the particular fund.
- (14) Investments of the State Treasurer authorized pursuant to Section 147-69.2(b4) of the North Carolina General Statutes.

1.11 "Trustee" shall mean collectively the County Manager of each of the Counties.

## ARTICLE II THE TRUST

### 2.1 Purpose

The purpose of the Trust is to hold assets from which to satisfy the commitment, if any, of the Former Employers to provide OPEB, as offered by the Former Employers to Eligible Participants in accordance with the Plan.

### 2.2 Trustee Accounting

The Trustee shall be responsible only for maintaining records and maintaining accounts for the Assets of the Trust. The Administrator, per a Memorandum of Agreement dated July 1, 2007, shall be responsible for Plan-level administration and accounting for OPEB benefit payments and related activity.

### 2.3 No Diversion of Assets

The Assets in the Trust shall be held in trust for the exclusive purpose of providing OPEB to Eligible Participants of the Former Employers and defraying the reasonable administrative and actuarial expenses of the Trust. The Assets in the Trust shall not be used for or diverted to any other purpose, except as expressly provided herein.

#### 2.4 Type and Nature of Trust

Neither the full faith and credit nor the taxing power of the Counties is pledged to the distribution of benefits hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of the Counties, but are payable solely from the Assets of the Trust, as more fully described herein. No employee of the Former Employers may compel the exercise of the taxing power by the Counties.

Distributions of Assets under the Trust are not debts of the Counties within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances upon any of the Counties property, or upon any of their income, receipts, or revenues, except amounts in the accounts which are, under the terms of the Plan and Trust set aside for distributions. Neither the members of the governing body of the Counties nor their officers, employees, agents or volunteers are liable hereunder. In no event shall the liability of the Counties and the Trustee exceed the amounts contained in the Trust.

### ARTICLE III ADMINISTRATIVE MATTERS

#### 3.1 Certification to Trustee

The governing body of each of the Counties, or other duly authorized official, shall certify in writing to the Trustee the names and specimen signatures of the individuals authorized to act on behalf of the Counties, whose names and specimen signatures shall be kept accurate by the Counties acting through its governing body or a duly authorized official. The Trustee shall have no liability if it acts upon the direction of an individual who has been duly authorized hereunder, even if that individual is no longer authorized to act, unless the Employer has informed the Trustee of such change in writing.

#### 3.2 Removal of Trustee

Each individual Trustee shall serve during his tenure in the applicable office of each of the Counties and shall immediately cease to serve, without the necessity for formal resignation, upon termination from such office for any reason. The successor to such office, including any interim successor, shall become a successor Trustee immediately upon the assumption of such office without the need for formal appointment. A successor Trustee shall not have any liability for any action or omission by the Trustee prior to the date of his assumption of such office.

#### 3.3 Trustee Procedures

All official meeting of the Trustee, whether held in person or by electronic means, shall be open to the public and conducted in accordance with Article 33C of Chapter 143 of the North Carolina General Statutes. The Trustee shall keep a record of all official meetings,

including those official meetings held in closed session under Section 143-318.11 of the North Carolina General Statutes, and shall forward all necessary communications to the Counties. Such official meeting records shall be public records within the meaning of Chapter 132 of the North Carolina General Statutes. The Trustee may adopt such by-laws and regulations as it deems desirable for the conduct of its affairs. All decisions by the Trustee shall be made by the vote of the majority of the Trustee members. The Trustee may authorize one or more of such members to act for the Trustee with respect to specified Trustee duties under this Trust Agreement. A dissenting Trustee member who, within a reasonable period of time after he has knowledge of any action or failure to act by the majority, delivers his written dissent to the other Trustee members and the Counties shall not be responsible for such action or failure to act.

#### 3.4 Payments from the Trust

The Administrator shall from time to time, unless otherwise directed by the Trustee and only to the extent of Assets contained in the Trust, authorize payments out of the Assets of the Trust. Such payments may include, but are not limited to, benefit payments, insurance or stop-loss premiums, and the expenses of administering the Plan and Trust, as may be specified in the Trustee's direction.

### ARTICLE IV THE TRUSTEE

#### 4.1 Powers and Duties of the Trustee

Except as otherwise provided in Article V, and subject to the provisions of Article VI, the Trustee shall have full power and authority with respect to property held in the Trust to perform all acts, take all proceedings, and exercise all rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

- (a) To invest and reinvest the Assets or any part thereof in Qualified Investments pursuant to this Trust and applicable state law.
- (b) To place uninvested cash and cash awaiting distribution in any type of interest-bearing account including, without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina;
- (c) To take all of the following actions: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Trust;

(d) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(e) To exercise all the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under applicable federal or state laws as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

#### 4.2 Additional Trustee Powers

In addition to the other powers enumerated above, the Trustee in any and all events is authorized and empowered:

(a) To invest funds pending required directions in a designated account as directed by the Counties or if there is no designated account, any type of interest-bearing account including without limitation, time certificates of deposit or interest-bearing accounts issued by a commercial bank or savings and loan association organized under the laws of the State of North Carolina or having its principal office in North Carolina Trustee or any affiliate thereof;

(b) To cause all or any part of the Trust to be held in the name of the Trustee (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Trust any investment in bearer form, but the books and records of the Trust shall at all times show that all such investments are a part of the Trust and the Trustee shall hold evidences of title to all such investments;

(c) To appoint a custodian with respect to the Trust Assets;

(d) To employ such agents and counsel as may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation from the Trust; to employ any broker-dealer, including a broker-dealer affiliated with the Trustee, and pay to such broker-dealer at the expense of the Trust, its standard commissions; to settle, compromise or abandon all claims and demands in favor of or against the Trust; and to charge any premium on bonds purchased at par value to the principal of the Trust without amortization from the Trust, regardless of any law relating thereto;

(e) To abandon, compromise, contest, arbitrate or settle claims or demands; to prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Trust;

(f) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan;

(g) To permit such inspections of documents at the principal office of the Trustee as are required by law, subpoena or demand by a United States agency;

(h) To comply with all requirements imposed by applicable provisions of law;

- (i) To seek written instructions from the Counties on any matter and await its written instructions without incurring any liability; provided, that if at any time the Counties should fail to give directions to the Trustee, the Trustee may act in the manner that in its discretion seems advisable under the circumstances for carrying out the purposes of the Trust;
- (j) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Employer in connection with the administration of the Plan and to pay from the Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Counties;
- (k) To act upon proper written directions of the Counties;
- (l) To pay from the Trust the expenses reasonably incurred in the administration thereof, as provided in the Plan;
- (m) To hold uninvested reasonable amounts of cash whenever it is deemed advisable to do so to facilitate disbursements or for other operational reasons;
- (n) To seek and obtain a judicial settlement of the Trustee's accounts and a judicial determination of any question in connection with the Trustee's duties and obligations under this Trust Agreement; and
- (o) To have and to exercise such other additional powers as may be advisable for the effective and economical administration of the Trust.

**ARTICLE V  
INVESTMENTS**

**5.1 Trust Investments**

The Trustee shall have the responsibility to select Qualified Investments for the Trust Assets and may appoint a registered investment advisor, as defined by regulations issued by the Securities and Exchange Commission, by executing a written consulting or management agreement with said registered investment advisor.

**5.2 Trustee Fees**

Any Trustee who is an employee of any of the Counties shall receive no fee for service as a Trustee hereunder.

**5.3 Contributions to the Trust**

The Counties may, but shall not be required, from time to time remit cash contributions and other payments under the Plan to the Trustee, which may include contributions by Eligible Participants. All contributions shall be paid to the Trustee for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustee shall not have any duty to determine or inquire whether any contributions to the Trust are in compliance with the Counties policies and/or the Plan, nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by the Counties, nor shall the

Trustee be responsible for the collection or adequacy of the contributions to meet the Former Employer's OPEB Obligation. The contributions received by the Trustee from the Counties, including any contributions by Eligible Participants, shall be held and administered pursuant to the terms hereof without distinction between income and principal.

#### **5.4 Records**

(a) The Trustee shall keep records of meetings and the Administrator shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. Such records shall be available at all reasonable times for inspection by the Counties.

(b) The Assets of the Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, that the Counties shall instruct the Trustee as to valuation of assets for which the value is not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the Counties and shall be indemnified and held harmless by the Counties with respect to such reliance. If the Counties fails to provide such value, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and Trustee shall have no liability therefore.

#### **5.5 Statements and Reports**

(a) Periodically as requested by the Counties and within sixty (60) days after each June 30, the Trustee and the Administrator shall render to the Counties a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year or period with respect to the Trust. Such account shall set forth the assets and liabilities of the Trust valued as of the end of the accounting period.

(b) The Counties may approve such statements either by written notice or by failure to express objections to such statement by written notice delivered to the Trustee within ninety (90) days from the date the statement is delivered to the Counties. Upon approval, the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such account had been settled and allowed by a decree from a court of competent jurisdiction.

(c) The Trustee and the Administrator shall hire a consultant to perform an actuarial valuation of the Albemarle-Tideland Retiree Liability for Healthcare benefits as of December 31, 2017 and every two years thereafter. The cost of the actuarial valuation is an eligible expense per section 3.4 of this document.

#### **5.6 Exclusive Benefit**

The Assets of the Trust shall be held in trust for the exclusive purpose of providing OPEB to the Eligible Participants pursuant to the Plan and defraying the reasonable

expenses associated with providing such benefits and shall not be used for or diverted to any other purpose.

**ARTICLE VI  
FIDUCIARY RESPONSIBILITIES**

**6.1 More Than One Fiduciary Capacity**

Any one or more of the fiduciaries with respect to the Trust Agreement or the Trust may, to the extent required thereby or as directed by the Counties and the Administrator pursuant to this Trust Agreement, serve in more than one fiduciary capacity with respect to the Trust Agreement and the Trust.

**6.2 Fiduciary Discharge of Duties**

Except as otherwise provided by applicable law, each fiduciary shall discharge such fiduciary's duties with respect to the Trust Agreement and the Trust:

(a) Solely in the interest of the Eligible Participants and for the exclusive purpose of providing OPEB to Eligible Participants and defraying reasonable administrative and actuarial expenses associated with providing such benefits; and

(b) With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

**6.3 Limitations on Fiduciary Responsibility**

To the extent allowed by the law of the State of North Carolina:

(a) No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary.

(b) No fiduciary shall be liable for a breach by another fiduciary except as provided by law.

(c) No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

**6.4 Indemnification**

The Trustee shall not be liable for, and the Counties shall indemnify, defend and hold the Trustee harmless from and against, any claims, demands, loss, costs, expense or liability in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, arising as a result of Counties active or passive negligent act or omission or willful misconduct in the execution or performance of the Counties duties under this Trust Agreement.

In addition, the Trustee shall not be liable for, and Counties shall indemnify and hold the Trustee harmless from and against, any claims, demands, loss, costs, expense or liability arising out of or in connection with this Trust Agreement, including reasonable attorneys' fees and costs incurred by the Trustee, in the event that the Trust loses or fails to qualify for tax exempt status under Section 115 of the Code and the regulations issued thereunder or as a tax-exempt trust under the provisions of North Carolina law, unless such results directly or indirectly from the active or passive negligent act or omission of the Trustee or an employee or agent thereof.

This section shall survive the termination of this Trust Agreement.

**ARTICLE VII  
AMENDMENT, TERMINATION AND MERGER**

**7.1 No Obligation to Continue Trust**

Continuance of the Trust is not assumed as a contractual obligation of the Counties.

**7.2 Amendments**

(a) The Counties and the Trustee reserve the right to amend this Trust Agreement at any time by a written instrument executed by the Counties and the Trustee. The Trust Agreement may be amended or terminated only as provided herein.

(b) No amendment shall:

(1) Cause the Assets of the Trust to be used for or diverted to purposes other than for the exclusive benefit of Eligible Participants or for the purpose of defraying the reasonable expenses of administering the Trust; or

(2) Have any retroactive effect so as to reduce the benefits of any Eligible Participants as of the date the amendment is adopted, except that such changes may be made as may be required to permit this Trust Agreement to meet the requirements of applicable law.

**7.3 Termination of the Plan**

Upon any termination of the Former Employer's obligation, if any, to provide OPEB pursuant to the Plan, the Assets of the Trust shall be distributed by the Trustee as directed by the Counties. From and after the date of such termination and until final distribution of the Assets, the Trustee shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and distribution of such assets, and the Trust shall continue until the Assets have been completely distributed in accordance with the Plan.

**7.4 Right to Terminate**

The Counties and the Trustee may terminate this Trust by a written instrument executed by the Counties and the Trustee. Upon termination of this Trust, the Trustee shall pay all obligations of the Trust and shall apply the remaining Assets to purchase or continue OPEB for Eligible Participants to the extent possible. Notwithstanding the foregoing

provisions, the Trustee may, upon termination of the Trust and with the Counties consent, transfer any remaining Assets to the Counties or to any trust or trusts established for purposes substantially similar to those set forth herein. In no event will any remaining Assets be transferred to any entity that is not a state, political subdivision of a state, or entity the income of which is excluded from gross income under Section 115 of the Code.

**7.5 Fund Recovery Based on Mistake of Fact**

Except as provided above, the Assets of the Trust shall never inure to the benefit of the Counties. The Assets shall be held for the exclusive purposes of providing OPEB to Eligible Participants and defraying reasonable expenses of administering the Trust. However, in the case of a contribution which is made by the Counties because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Counties, provided such return occurs within two (2) years after discovery by the Counties of the mistake. If any repayment is payable to the Counties, then, as a condition precedent to such repayment, the Counties shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

**ARTICLE VIII  
MISCELLANEOUS PROVISIONS**

**8.1 Nonalienation**

Eligible Participants do not have an interest in the Trust. Accordingly, the Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of an Eligible Participants or any other party. Trust Assets shall not be subject to the claims of the Counties or the claims of its creditors.

**8.2 Saving Clause**

In the event any provision of this Trust Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the Trust Agreement, and this instrument shall be construed and enforced as if said provision had never been included.

**8.3 Applicable Law**

This Trust Agreement shall be construed, administered and governed under the Code and the laws of the State of North Carolina. To the extent any of the provisions of this Trust Agreement are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement being a tax-exempt trust within the meaning of the Code.

**3.4 Employment of Counsel**

The Trustee may consult with legal counsel (who may be counsel for the Trustee or the Counties and charge the Trust) or other consultants. The Trustee shall be fully protected in relying on advice of such counsel.

**3.5 Gender and Number**

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

**3.6 Headings**

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

**3.7 Counterparts**

This Trust Agreement may be executed in an original and any number of counterparts by the Counties and Trustee, each of which shall be deemed to be an original of the one and the same instrument.

AGREED TO AND ACCEPTED this 3<sup>rd</sup> day of October, 2016.

**TRUSTEES**

- \_\_\_\_\_ County Manager Camden County
- \_\_\_\_\_ County Manager Chowan County
- \_\_\_\_\_ County Manager Currituck County
- \_\_\_\_\_ County Manager Dare County
- William (Bill) Ditzich County Manager Hyde County
- \_\_\_\_\_ County Manager Martin County
- \_\_\_\_\_ County Manager Pasquotank County
- \_\_\_\_\_ County Manager Perquimans County
- \_\_\_\_\_ County Manager Tyrrell County
- \_\_\_\_\_ County Manager Washington County

**COUNTIES**

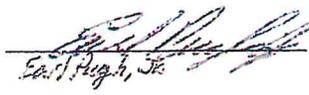
- \_\_\_\_\_ Chairman Camden County
- \_\_\_\_\_ Chairman Chowan County
- \_\_\_\_\_ Chairman Currituck County
- \_\_\_\_\_ Chairman Dare County
-  \_\_\_\_\_ Chairman Hyde County
- \_\_\_\_\_ Chairman Martin County
- \_\_\_\_\_ Chairman Pasquotank County
- \_\_\_\_\_ Chairman Perquimans County
- \_\_\_\_\_ Chairman Tyrrell County
- \_\_\_\_\_ Chairman Washington County

EXHIBIT A

EXTRACTS FROM MINUTES OF THE BOARD OF COMMISSIONERS

A regular meeting of the Board of Commissioners of the County of Hyde, North Carolina, was duly held on October 3, 2016 at 6:00 p.m. in the County Board of Commissioners' Meeting Room, 30 Oyster Creek Road, Swan Quarter, Ocracoke School Commons Room, 120 Schoolhouse Road, Ocracoke, North Carolina, Chairman Earl Pugh, Jr. presiding.

The following members were present: *Chairman Earl Pugh, Jr., John Fletcher, Dick Tennett, Ben Simmons, Vice-Chairman Dewey Stewart*

The following members were absent: *None*

Commissioner Fletcher moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted:

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE, NORTH CAROLINA, AUTHORIZING AN OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST FUND AND RELATED TRUST AGREEMENT; APPOINTMENT OF TRUSTEE FOR AND A CONTRIBUTION TO OPEB TRUST FUND.**

*WHEREAS*, the County of Hyde, North Carolina (the "County") is a party to a Memorandum of Agreement for the Provision of Health Insurance for Qualified Retirees of Albemarle Mental Health and Tideland Mental Health, dated July 1, 2007, to provide certain benefits for eligible retirees of those former organizations that constitute what are known as other post-employment benefits (the "OPEB obligation");

*WHEREAS*, the counties which are parties to the above Memorandum of Agreement are Camden, Chowan, Currituck, Hyde, Hyde, Martin, Pasquotank, Perquimans, Tyrrell and Washington (the "Counties");

*WHEREAS*, in furtherance of the Counties funding of the OPEB obligation, the Counties wish to participate in an investment trust fund set up by the North Carolina State Treasurer's office, the NC Long Term Non-Pension Program (the "NC NPP Trust Fund") in which the Counties will deposit funds currently held by Martin County for the OPEB obligation;

*WHEREAS*, the Counties desire to create a trust fund (the "OPEB Trust Fund") into which Martin County will transfer the money that has been on deposit at Martin County;

*WHEREAS*, such deposits into the OPEB Trust Fund will be irrevocable, not subject to the claims of creditors and may only be withdrawn by the administering County to provide other post-employment benefits to individuals who are former employees or beneficiaries of former employees covered by the Memorandum of Agreement and who are entitled to other post-employment benefits payable by the former Albemarle Mental Health and Tideland Mental Health;

WHEREAS, Martin County will continue to serve as the administrating county; and

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE, NORTH CAROLINA DOES RESOLVE AS FOLLOWS:

Section 1. *Creation of OPEB Trust Fund; Execution of Trust Agreement.* The County Manager and the Finance Director of the County are each hereby authorized and directed to take such action as may be necessary to create an Other Post-Employment Benefits Trust Fund into which the money on deposit at Martin County will be transferred. The County Manager and the Finance Director of the County are each hereby authorized, empowered, and directed to execute and deliver a Trust Agreement substantially in the form attached hereto, but with such changes, modifications, additions or deletions as to them seem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of his or her approval of any and all such changes, modifications, additions or deletions therein. The County Manager and the Finance Director of the County are each also hereby authorized to take any other actions deemed necessary or appropriate to consummate the transactions provided for in the Trust Agreement and to take all such other actions as they may deem necessary or appropriate to give effect to the Trust Agreement.

Section 2. *Transfer from Martin County to NC NPP Trust Fund.* The County Manager and the Finance Director of the County are each hereby authorized and directed to cause the money on deposit at Martin County to fund the Counties OPEB obligation to be transferred to the NC NPP Trust Fund.

Section 3. *Appointment of Trustees.* The Board of Commissioners hereby appoints the County Manager to serve as Hyde County's trustee of the OPEB Trust Fund and grants the authority necessary to perform all duties and obligations thereof.

Section 4. *Other Actions.* That all actions heretofore taken by the County Manager and the Finance Director of the County acting on behalf of the County with respect to the creation of the OPEB Trust Fund are hereby ratified, adopted, approved and confirmed in all respects. The County Manager and the Finance Director of the County are authorized to execute and deliver for and on behalf of the County any and all documents or other papers and perform all other acts as they may deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 5. *Effective Date.* This Resolution is effective on the date of its adoption.

On motion of Commissioner John Fletcher, seconded by Commissioner Barry Swindell, the foregoing resolution titled "A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE, NORTH CAROLINA, AUTHORIZING AN OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST FUND AND RELATED TRUST AGREEMENT; APPOINTMENT OF TRUSTEE FOR AND A CONTRIBUTION TO OPEB TRUST FUND was duly adopted by the following vote:

AYES: Earl Pugh, Jr., Barry Swindell, Dick Timmely,  
Ben Simmons, John Fletcher

NAYS: None

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*PASSED, ADOPTED AND APPROVED* this 3rd day of October, 2016.

STATE OF NORTH CAROLINA        )  
  )        SS:  
COUNTY OF HYDE                    )

I, Lois Stotesberry, Clerk to the Board of Commissioners of the County of Hyde, North Carolina, *DO HEREBY CERTIFY*, as follows:

1. A regular meeting of the Board of Commissioners of the County of Hyde, a political subdivision of the State of North Carolina, was duly held on October 3, 2016, proper notice of such meeting having been given as required by North Carolina statute, and minutes of said meeting have been duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of said Board of Commissioners.

2. I have compared the attached extract with said minutes so recorded and said extract is a true copy of said minutes and of the whole thereof insofar as said minutes relate to matters referred to in said extract.

3. Said minutes correctly state the time when said meeting was convened and the place where such meeting was held and the members of said Board who attended said meeting.

*IN WITNESS WHEREOF*, I have hereunto set my hand and have hereunto affixed the corporate seal of said County, this 3<sup>rd</sup> day of October, 2016.

(SEAL)

*Lois Stotesberry, Clerk, NCCC*  
LOIS STOTESBERRY  
Clerk to the Board of Commissioners  
County of Hyde, North Carolina



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

**PROCLAMATION  
TERMINATION OF THE  
STATE OF EMERGENCY FOR HYDE COUNTY**

**HURRICANE HERMINE**

**September 15, 2016**

**WHEREAS**, on September 1, 2016 at 4:45PM I proclaimed a local State of Emergency for Hyde County with Mandatory Visitor Evacuation for Ocracoke Island; and,

**WHEREAS**, I issued Proclamation – Termination of Mandatory Visitor Evacuation for Ocracoke Island on September 4, 2016, effective at 9:38AM; and,

**WHEREAS**, I hereby issue Proclamation – Termination of the State of Emergency for Hyde County on September 15, 2016, effective at 8:29 AM; and,

**WHEREAS**, I hereby terminate the State of Emergency for Hyde County, North Carolina; and,

**NOW THEREFORE**, this proclamation is signed on this date, September 15, 2016 at 8:29 AM, and becomes effective at 8:29 AM on September 15, 2016.

**ATTEST:**

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

Lois Stotesberry, CMC, NCCCC  
Clerk, Hyde County Board of Commissioners



**HYDE COUNTY 2016 COMMERCE FELLOWS CAPACITY BUILDING  
PROJECT BUDGET ORDINANCE**

**AN ORDINANCE ESTABLISHING A PROJECT BUDGET FOR HYDE COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT  
COMMERCE FELLOWS CAPACITY BUILDING – CDBG NO. 04-D-2709**

WHEREAS, Hyde County is participating in the Community Development Block Grant Program under the Housing Act of 1974, as amended, administered by the North Carolina Department of Commerce; and

WHEREAS, Hyde County has been allocated a CDBG 2016 Commerce Fellows CDBG Grant in the amount of \$50,000 under Title I of the Housing and Community Development Act of 1974 for improvements to perform Economic Development Planning Activities ; and

WHEREAS, Hyde County now desires to establish a project budget to account for the disposition of these funds:

NOW, THEREFORE, BE IT ORDAINED BY THE HYDE COUNTY BOARD OF COMMISSIONERS, PURSUANT TO SECTION 13.2 OF CHAPTER 159 OF THE GENERAL STATUTES OF NORTH CAROLINA, THE FOLLOWING GRANT PROJECT BUDGET ORDINANCE IS HEREBY ADOPTED:

**Section 1.** A project budget shall be established for the CDBG 2016 Commerce Fellows Capacity Building Project #04-D-2709.

**Section 2.** Revenues for this project shall be:

<b><u>Total Revenue</u></b> CDBG 2016 Commerce Fellows Project	\$50,000.00
--	-------------

**Section 3.** Projected expenditures for this project shall be:

Planning	\$41,500.00
Administration	\$8,500.00
<b>TOTAL</b>	<b>\$50,000.00</b>

<b><u>TOTAL GRANT EXPENDITURES</u></b>	<b>\$50,000.00</b>
--	--------------------

**Section 4.** This Ordinance shall remain in effect until the completion of the CDBG 2016 Commerce Fellows Capacity Building Project #04-D-2709.

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

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

**Section 7.** The Grant Finance Officer is directed to report quarterly on the financial status of each project element in Section 3 and on the total grant revenues received or claimed.

**Section 8.** Copies of this grant project ordinance shall be made available to the Grant Finance Officer for direction in carrying out this project.

Adopted this the 3<sup>rd</sup> day of October, 2016.

  
\_\_\_\_\_  
Earl Pugh, Jr., Chairman

ATTEST:  
  
County Clerk to the Board

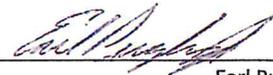
**HYDE COUNTY CDBG NC COMMERCE FELLOWS PROJECT**  
**Financial Management Resolution**

WHEREAS, Hyde County has received a CDBG – NC Commerce Fellows Grant in the amount of \$50,000,

NOW, THEREFORE, the Hyde County Board of Commissioners resolves the following:

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

Adopted this 3<sup>rd</sup> day of October 2016.



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

ATTEST:



Clerk to the Board

HYDE COUNTY

FY2016 COMMUNITY DEVELOPMENT BLOCK GRANT COMMERCE FELLOWS  
GRANT PROGRAM

LOCAL ECONOMIC BENEFIT FOR LOW AND VERY LOW INCOME PERSONS PLAN

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

1. This Section 3 Plan shall apply to services needed in connection with the FY2016 CDBG-COMMERCE FELLOWS grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.
2. The Section 3 project area for the purpose of the FY2016 CDBG-COMMERCE FELLOWS program shall include all of Hyde County.
3. When in need of a service, the county will identify suppliers, contractors, or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and the Small Business Administration local offices. Word of mouth recommendations shall also be used as a source. Where deemed necessary, listings from any agency noted above shall be distributed to prime contractors as potential sources of subcontractors and suppliers.
4. The county will include required section 3 clauses in all contracts executed under this FY2016 CDBG-COMMERCE FELLOWS program. Where deemed necessary, listings from any agency noted in No. 3 above shall be included as well as sources of subcontracts and suppliers.
5. The prime contractor selected for major public works construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel the Hyde County Employment Security Commission shall be notified and referred to the contractor.
6. Each housing rehabilitation, demolition, and replacement housing contractor shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.
7. All jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; all contracts will be listed with the North Carolina Division of Purchase and Contracts; potential employees

and businesses may seek development and training assistance through various state and local agencies.

8. Early in the project, prior to any contracting, major purchases or hiring, the county will develop a listing of jobs, supplies and contracts likely to be utilized during the project. The county will advertise in a local newspaper. The advertisement will be placed prominently in the newspaper as a display ad and contain the following information:
  - a.) A brief description of the project.
  - b.) A listing of jobs, contracts, and supplies likely to be utilized in carrying out the project.
  - c.) An acknowledgement that under Section 3 of the Housing and Community Development Act, local persons and businesses will be utilized for jobs, contracts, and supplies in carrying out the FY2016 CDBG-COMMERCE FELLOWS project to the greatest extent feasible.

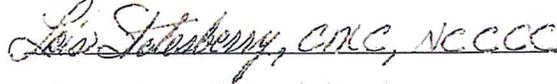
Adopted this 3<sup>rd</sup> day of October 2016.



Earl Pugh Jr., Chairman

Hyde County Board of Commissioners

Attest:



Lois Stotesberry, Clerk to the Board

HYDE COUNTY

2016 COMMUNITY DEVELOPMENT BLOCK GRANT COMMERCE FELLOWS GRANT  
PROGRAM

EQUAL EMPLOYMENT AND PROCUREMENT POLICY

A. GENERAL EQUAL EMPLOYMENT AND PROCUREMENT POLICY

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

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

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

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

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

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

## B. PROCUREMENT POLICY FOR FEDERAL GRANT PROGRAMS

All procurement of goods and services by Hyde County with CDBG COMMERCE FELLOWS grant funds shall be accomplished in accordance with the regulations of either Section 85.36 of 24CFR85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments," or the North Carolina General Statutes applying to procurement in general by North Carolina municipalities/counties.

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

1. In all cases where goods or services are procured on the basis of one bid or proposal received, the county will follow established principles included in OMB Circular A-87 to verify the reasonable cost of the procurement, and shall contact the state agency supervising the grant program before making any contract award on the basis on non-competitive negotiation.
2. Disadvantaged, women-owned, and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the county, and such firm(s) shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for goods and services.
3. The county shall develop a written statement of work for each service to be awarded on the basis of competitive negotiation, which shall include descriptions of tasks to be completed, project timetables, and an outline of fee proposal requirements. The statement of work shall also include a written selection procedure. All competitive negotiations shall be awarded strictly on the basis of written selection procedures, and cost shall not be the sole or more important factor in selection of services through the use of competitive negotiation.
4. Prior to any contract award, the county shall verify the contractor's eligibility to participate in a federally-assisted program.
5. No consultant or bidder shall assist in evaluation of proposals or bid packages for contracts in which that consultant or bidder has an indirect or direct

interest. The county shall adhere to all applicable federal and state conflict of interest regulations in making contract awards.

6. The county shall request references, or check references, of contractors or firms who are awarded contracts with federal grant funds, and will request a written warranty for all goods and services provided through small purchase requests.
7. The county shall not award any contracts for federally-assisted projects on a contingency or cost plus percentage of cost basis.

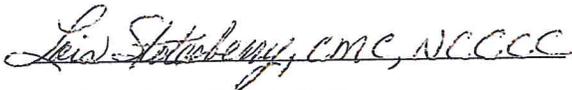
Adopted this 3<sup>rd</sup> day of October, 2016.



Earl Pugh, Jr.,

Chairman Hyde County Board of Commissioners

ATTEST:



Lois Stotesberry, Clerk to the Board

Recipient's Plan to Further Fair Housing

Hyde County  
Recipient

04-D-2709  
Grant Number

Kris Noble, Assistant County Manager  
Contact Person

(252) 926-4178  
Telephone Number

- I. Indicate if the grantee will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.
- First Time \_\_\_\_\_ Past Time  X
- II. Identify and analyze obstacles to affirmatively furthering fair housing in grantees community (use additional pages if necessary).
1. Citizens of Hyde County may not be aware of current federal and state fair housing law or what constitutes an unfair housing practice.
  2. Local housing-related businesses may not be aware of their responsibilities to comply with provisions of fair housing law; or may not be aware of opportunities to participate in agreements to affirmatively furthering fair housing.
  3. Low income families may not be aware of housing assistance available in Hyde County.
  4. Citizens and housing-related businesses may be unaware of recent major changes in the Title VIII requirement included in the Fair Housing Amendments Act of 1988.
- III. Briefly describe the activities that the grantee will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule for implementation of these activities must be included. Activities must be scheduled for implementation on at least a quarterly basis. (Use additional pages if necessary.)
1. Hyde County will adopt an updated fair housing policy to provide necessary changes to comply with recent major changes in the Title VIII requirements included in the Fair Housing Amendments Act of 1988. (October 2016)

2. Hyde County will contact local realtors, financial institutions, and housing-related agencies and forward them pamphlets and posters (distributed by the NC Human Relations Commission) outlining fair housing requirements. (October - December 2016)
3. Hyde County will post a notice outlining its fair housing complaint procedure, fair housing posters and fair housing brochures in county building office. (October - December 2016)
6. Hyde County will post the article outlining changes in the fair housing requirements brought about by the Fair Housing Amendments Act of 1988 on its website. (October - December 2016)

IV. Will the above activities apply to the total municipality or county?

Yes  X  No       If no, provide explanation.

V. Describe the grantee's method for receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under CDBG grant. Include a description of how the grantee informs the public about the complaint procedure.

The county has adopted a complaint procedure (included in its Fair Housing Policy) under which the County Manager receives housing discrimination complaints and refers them to the N. C. Human Relations Commission for review. The County will post the complaint review procedure in the county building.

The County does not currently have a TDD number; however, if any individual wishing such assistance may call 1-800-735-2962, the state number for TDD assistance.

APPROVED BY:

  
 \_\_\_\_\_  
 Earl Pugh, Jr., Chairman

October 3, 2016  
 \_\_\_\_\_  
 Date

## CITIZEN PARTICIPATION PLAN

This plan describes how the Hyde County will involve citizens in the planning, implementation and assessment of the Community Development Block Grant (CDBG) program. The plan provides for, and encourages, citizen participation and which emphasizes participation by persons of low- or moderate-income, particularly residents of predominantly low- and moderate-income neighborhoods, slum or blighted areas, and areas in which the grantee proposes to use CDBG funds. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and also require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

### SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be two (2) general mechanisms for their involvement:

1. To attend or hold public hearings or community meetings; and
2. To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Administrators or designated County official.

### PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with the County. The County will be asked to review and comment on specific guidelines for approved project. They will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with the County and their comments considered prior to taking action. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held specifically on the amendment.

### PROGRAM ASSESSMENT

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to County Manager, P.O. Box 188, Swan Quarter, NC 27885-0188. He will respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to Chairman of the Board of Commissioners, Hyde County. He shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to North Carolina Department of Commerce, Commerce Finance Center, 4318 Mail Service Center, Raleigh, North Carolina 27699-4318, Attention: Program Representative, requesting an investigation of the problem. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints.

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

### TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to Hyde County. Such assistance will support citizen efforts to develop proposals, define policy and organize for the implementation of the program. It is expected that such assistance will be provided directly to the County in response to their request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue or other short-term efforts.

**PUBLIC INFORMATION**

Hyde County will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1. Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least ten (10) days before the scheduled hearing. These notices will indicate the date, time, location and topics to be considered. These notices will also be made available in the form of press releases, as a public service announcement to local radion stations and will be provided to churches within the target area of distribution.
2. Orientation Information will be provided at the first public hearing. The Program Administrator(s) will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activitites; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions and contracting procedures.
3. A Public File containing program documentation will be available for review at the Hyde County offices, during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan and the Annual Performance Report. Other program documents are also available for citizen review on request at the Hyde County offices consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
4. Public Hearings an interpreter will be provided for all non-English speaking individuals and/or deaf individuals.

ADOPTED, this the 3<sup>rd</sup> day of October 2016.

  
Hyde County Chief Elected Official

  
Clerk to the Board

## Anti-Displacement and Relocation Plan

### COUNTY OF HYDE RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104(d) OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

WHEREAS, the County of Hyde has been awarded Community Development Block Grant funds:

WHEREAS, the County is required to adopt a Residential Anti-Displacement and Relocation Assistance Plan;

WHEREAS, the purpose of this plan is to minimize residential displacement and to provide relocation assistance to displaced residents in a timely manner;

NOW, THEREFORE, BE IT RESOLVED that the following constitutes the Residential Anti-Displacement and Relocation Assistance Plan for the County of Hyde:

The County of Hyde will replace all occupied or vacant and occupiable low/moderate income dwelling units demolished or converted to a use other than low/moderate income housing as a direct result of activities assisted with funds provided under the Housing & Community Development Act of 1974, as amended, as described in 24 CFR 570.606 (b) (1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the County will make public the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

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The County of Hyde will provide relocation assistance, as described in 570.606 (b) (2), to each low/moderate income household displaced by demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

This 3<sup>rd</sup> day of October 2016.

  
Chair

**North Carolina Department of Commerce  
Small Cities Community Development Block Grant Program (CDBG)**

**Environmental Review Record at the Community Level for  
Exempt and CENST Projects**

1. Grantee (Responsible Entity) Name [24 CFR 58.2]: Hyde County		2. Grant Number: 04-D-2709	
3. Responsible Entity Mailing Address: P.O. Box 188, Swan Quarter, NC 27885-0188		4. Project Name and Location (City and County): Commerce Fellows Training Program, Swan Quarter, Hyde County	
5. Local Government Project Representative Name: Kris Noble Title: Assistant County Manager		Email: knoble@hydecourtnc.gov Telephone: (252) 926-4178	
6. Preparer Contact Information Name/Title/Organization: Kris Noble, Assistant County Manager, Hyde County Address: P.O. Box 188 City/State/ZIP: Swan Quarter, NC 27885		Phone: (252) 926-4178 E-mail: knoble@hydecourtnc.gov Date: 10/03/2016 Signature:	
7. Responsible Entity Certifying Officer [24 CFR 58.2] Name: Earl Pugh Jr. Title: Chairman, Hyde County Board of Commissioners		Date: 10/03/2016 Signature:	
8. Grant Category: Planning		9. Checklists Included: <input checked="" type="checkbox"/> Exempt [24 CFR 58.34] <input type="checkbox"/> Categorical excluded (not subject to 58.5) [24 CFR 58.35(a)]	
10. Project Activities:		CDBG Funds Budgeted:	Other Funds Budgeted:
Planning		\$41,500	
Administration		\$8,500	
<b>Total:</b>		\$50,000	
11. Project Description: (Briefly describe the project. Include all contemplated actions which logically are either geographically or functionally a composite part of the project, regardless of the source of funding. [24 CFR 58.32, 40 CFR 1508.25]). Please include a project map. If the project is occurring in multiple places, identify all sites and provide addresses. Please provide labeled photos of all project sites. Develop sustainable strategic plan that will provide data and identify strategies and sustainable practices within the region that will lead to strong sustainable communities within the region.			
12. Additional Studies Performed, if any (Attach studies or summaries):			

**DETERMINATION OF EXEMPTION [24 CFR 58.34]**

Responsible Entity Name Hyde County  
Project Name: Commerce Fellows  
Grant Number: 04-D-2709

Except for the applicable requirements of § 58.6, the responsible entity does not have to comply with the requirements of this part or undertake any environmental review, consultation or other action under NEPA and the other provisions of law or authorities cited in § 58.5 for the activities exempt by this section or projects consisting solely of the exempt activities listed in 24 CFR 58.34 (a). In accordance with 24 CFR 58.34 (b), no further approval from HUD or the State is necessary for the drawdown of funds to implement these activities. However, the responsible entity must still document in writing its compliance with and/or applicability of the "other requirements" listed at § 58.6 and the Environmental Review Record (ERR) must contain a well organized written record of the process and determinations made under this section.

- (1) Environmental and other studies, resource identification and the development of plans and strategies;
- (2) Information and financial services;
- (3) Administrative and management activities;
- (4) Public services that will not have a physical impact or result in any physical change, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
- (5) Inspections and testing of properties for hazard or defects;
- (6) Purchase of insurance;
- (7) Purchase of tools;
- (8) Engineering or design cost;
- (9) Technical assistance and training;
- (10) Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from disasters, imminent threats or physical deterioration;
- (11) Payment of principal and interest on loans made or obligations guaranteed by HUD;
- (12) Any of the categorical exclusions listed in 58.35(a) provided that there are not circumstances which require compliance with any other federal laws and authorities cited in 58.5.

I hereby certify that the activities selected above comprising the Commerce Fellows Program have been reviewed and determined exempt per 24 CFR 58.34(a):

Earl Pugh Jr., Chairman Hyde County Board of Commissioners  
Responsible Entity Certifying Official Name and Title (Please Print)

  
Responsible Entity Certifying Official Signature and Date

10/03/2016

**CATEGORICAL EXCLUSION (Not Subject to 58.5) [24 CFR 58.35 (b)]**

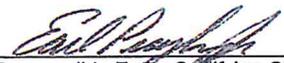
Responsible Entity Name: Hyde County  
Project Name: Commerce Fellows  
Grant Number: 04-D-2709

HUD has determined that the following categorically excluded activities would not alter any conditions that would require a review or compliance determination under the Federal laws and authorities cited in § 58.5. When the following kinds of activities are undertaken, following the award of the assistance, the responsible entity does not have to publish a NOI/RROF or execute a certification and the recipient does not have to submit a RROF to the State except in the circumstances requiring NEPA review. The recipient remains responsible for carrying out any applicable requirements under § 58.6 and the Environmental Review Record (ERR) must contain a well organized written record of the process and determinations made under this section.

- (1) Tenant-based rental assistance
- (2) Supportive services including, but not limited to, health care, housing services, permanent housing placement, daycare, nutritional services, short term payments for rent/mortgage/utility cost and assistance in gaining access to local, state, federal government benefits and services
- (3) Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;
- (4) Economic development activities including but not limited to equipment purchases, inventory financing, interest subsidy, operating expenses and similar cost not associated with construction or expansion of existing operations
- (5) Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buydowns, and similar activities that result in the transfer of title
- (6) Affordable housing predevelopment construction including legal, consulting, developer and other cost related to obtaining site options project financing administrative cost and fees for loan commitments, zoning approvals, and other related activities, which do not have a physical impact.
- (7) Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under § 58.47

I hereby certify that the activities selected above comprising Commerce Fellows Program have been reviewed and determined to be categorically excluded per 24 CFR 58.35 (b):

Earl Pugh Jr., Chairman Hyde County Board of Commissioners  
Responsible Entity Certifying Official Name and Title (Please Print)

 10/03/2016  
Responsible Entity Certifying Official Signature and Date

**COMPLIANCE DOCUMENTATION CHECKLIST [24 CFR Part 58.6]**

Responsible Entity Name: Hyde County  
Project Name: Commerce Fellows  
Grant Number: 04-D-2709

The Environmental Review Record (ERR) must contain a well organized written record of the process and determinations made under this section.

The Flood Disaster Protection Act of 1973

1. Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard Area as designated on a current FEMA Flood Map?

- No - Source Documentation: Identify and attach the FEMA flood map used to make your finding.  
 Yes - Continue to Question 2.

2. Is the community participating in the National Flood Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

- Yes - Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration is to be obtained as a condition of the approval of financial assistance to the property owner and must be in file.  
 No - Federal assistance may not be used in the Special Flood Hazards Area unless the community is participating in the National Flood Insurance Program.

The Coastal Barrier Resources Act

1. Is the project located in a coastal barrier resource area?

- Not Applicable - Non-Coastal County (attach source documentation)  
 No - Coastal counties must identify and attach the source documentation:  
 Yes - **Federal assistance may not be used in such an area.**

Runway Clear Zones and Clear Zones

1. Is the project located within 3,000 feet from the end of the runway at a civil airport? Is the project located within 2.5 miles from the end of a runway at a military airfield?

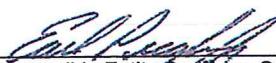
- No - Attach Source Documentation:  
 Yes - Continue to Question 2.

2. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone or a Military Installation's Clear Zone?

- No - Attach Source Documentation: (Project complies with 24 CFR 51.303(a) [3]).  
 Yes - A disclosure statement must be **provided** to buyer and a copy of the signed disclosure must be maintained in this Environmental Review Record

In all cases involving HUD assistance, subsidy, or insurance for the purchase or sale of an existing property in a runway Clear Zone or Clear Zone, the responsible entity shall advise the buyer that the property is in a runway clear zone or clear zone, what the implications of such a location are, and that there is a possibility that the property may, at later date, be acquired by the airport. The buyer must sign a statement acknowledging receipt of this information.

Earl Pugh Jr., Chairman Hyde County Board of Commissioners  
Responsible Entity Certifying Official Name and Title (Please Print)

  
Responsible Entity Certifying Official Signature and Date 10/03/2016

**HYDE COUNTY CDBG COMMERCE FELLOWS PROJECT**  
**Resolution Approving Administrative Guidelines and Policies**

WHEREAS, Hyde County wishes to carry out its CDBG Commerce Fellows Project in accordance with established local, state and federal administrative guidelines.

NOW, THEREFORE, the Hyde County Board of Commissioners hereby collectively adopts the following resolutions, guidelines, plans and policies, and resolves that they be utilized during the administration of the Hyde County CDBG NC Tomorrow Project:

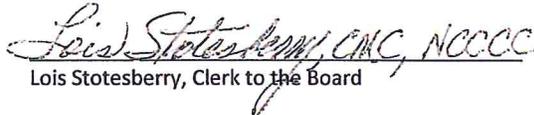
1. Project Budget Ordinance
2. Financial Management Resolution
3. Section 3 Plan, Local Economic Benefit for Low and Very Low Income Persons Plan
4. Equal Employment and Procurement Plan/Policy
5. Fair Housing Plan
6. Citizen Participation Plan
7. Anti-Displacement Plan
8. Environmental Review Record for Exempt Projects

Adopted this 3<sup>rd</sup> day of October 2016.



Earl Pugh Jr., Chair  
Hyde County Board of Commissioners

ATTEST:

  
Lois Stotesberry, Clerk to the Board