

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 1, 2013
Presenter: Clint Berry
Attachment: Yes

ITEM TITLE: 2013 Solid Waste Grant

SUMMARY: Hyde County Solid Waste Department has applied for a Community Waste Reduction and Recycling Grant and been awarded a grant for \$18,550.00.

RECOMMEND: Approve to accept

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

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

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



North Carolina Department of Environment and Natural Resources

Pat McCrory
Governor

John E. Skvarla, III
Secretary

May 8, 2013

Mr. Clint Berry, Utilities Manager
Hyde County
PO Box 66
Swan Quarter, NC 27885

Dear Mr. Berry,

We are pleased to announce that the Division of Environmental Assistance and Outreach has decided to award your 2013 Community Waste Reduction and Recycling Grant proposal for a total of \$18,550 in state funding. We will begin working soon to establish a grant contract between the Department of Environment and Natural Resources and Hyde County, with a target start date of July 1, 2013 and an end-date of June 30, 2014.

Please remember that we cannot reimburse any grant expenditure that is incurred before the grant contract start date. Also, please note that grantees must make every attempt to finish their grant projects within the one year grant contract period. Contract time extensions are possible, but will only be allowed under extraordinary circumstances. Grantees who do not finish their projects by the original contract deadline risk forfeiting grant funds.

If you have any questions about the grant award, please do not hesitate to contact me at 919-707-8139 or rob.taylor@ncdenr.gov. Congratulations on your successful grant proposal.

Sincerely,

Rob Taylor
Local Government Assistance Team Leader
Community and Business Assistance Section
Division of Environmental Assistance and Outreach

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **_***0308

This Contract is hereby made and entered into this **1st Day of July, 2013**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and **Hyde County** (the "Grantee") (referred to collectively as the "Parties").

1. **Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:
2. Grant Contract No. 5401
 - (1) General Terms and Conditions (Attachment A)
 - (2) Agency's Request for Proposal (RFP) (Attachment B)
 - (3) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

3. **Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period:** This Contract shall be effective on **July 01, 2013** and shall terminate on **June 30, 2014**.
5. **Service Period:** The Grantee begins providing services on **July 01, 2013** The Grantee undertakes and completes its services in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes its services on **June 30, 2014**.
6. **Grantee's Duties:** The Grantee provides the services as described in Attachment C (Hyde County 2013 CWRAR) and in accordance with the approved budget in Attachment C.

7. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **EIGHTEEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$18,550.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Receipts	Solid Waste Management Trust Fund	NA

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$18,550.00	1602	536961	6760

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$3,710.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$ 3,710.00
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

- d. The Grantee has committed to an additional \$ as Other Contributions to complete the project as described in Attachment C.

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$22,260.00**

8. Reversion of Unexpended Funds

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

9. Reporting Requirements:

Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This

accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

10. Payment Provisions:

The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

11. Invoices: The Grantee submits invoices to the Agency Contract Administrator as needed. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

12. Contract Administrators: Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

<p>Agency Contract Administrator: Robert Taylor Division of Pollution Prevention and Environmental Assistance 1639 Mail Service Center Raleigh, NC 27699 Telephone: 919-707-8139 Email: robert.taylor@ncdenr.gov</p>
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<p>Grantee Contract Administrator: Clint Berry Hyde County Post Office Box 66 Swan Quarter, NC 27885 Telephone: 252-926-4196 Fax: 252-926-3703 Email: cberry@hydecourtync.gov</p>	<p>Grantee Principal Investigator or Key Personnel Same</p>
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13. Grantee Principal Investigator or Key Personnel: The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.

14. Disbursements: As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.

15. Outsourcing: The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

16. Assurances For Non-Federally Funded Contracts: The GRANTEE certifies that with regard to:

- 1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;

- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. **Lobbying** - To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **Drug-Free Work Place Requirements** - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;and

- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
 - (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
 5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
 6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

17. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in three (3) originals, one (1) of which is retained by the Grantee and two (2) of which are retained by the Agency, the day and year first above written.

HYDE COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

John E. Skvarla, III, Secretary

By _____
Grantee's Signature or Authorized Representative

By _____
Department Head's Signature or Authorized Agent

Typed / Printed Name

Michael G. Bryant, Section Chief
Type / Printed Name and Title

Title

Financial Services Division, Purchasing and Contract
Division Section

ORIGINAL

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

Meeting Date: July 3, 2013
Presenter: Justin Gibbs, Emergency Services Director
Attachment: Yes – Agreement for Hyde County Medical Director

ITEM TITLE: Agreement for Hyde County Medical Director

SUMMARY: At the December 3, 2012 Hyde County Board of Commissioners' Meeting, the Board of Commissioners agreed to compensate Dr. Charles Boyette for Medical Director Services provided from January 1, 2013 to June 30, 2013. The current agreement was awarded on a temporary basis and at a reduced rate, due to the request for compensation being filed after the fiscal year had begun. Attached please find an updated long-term agreement between the County of Hyde and Dr. Charles O. Boyette for Medical Director Services; all expenses associated with the terms of this agreement have been budgeted for in FY13-14. Hyde County Emergency Services is requesting approval and execution of the attached Agreement for Medical Director Services.

RECOMMEND: Review, discussion, and approval for the County Manager to execute the attached agreement.

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

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

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

AGREEMENT FOR HYDE COUNTY MEDICAL DIRECTOR

THIS AGREEMENT made and entered into effective as of the 1st Day of July 2013 by and between Hyde County, a body politic formed and existing under the laws of the State of North Carolina, (hereinafter the "County") and C.O. Boyette, M.D. (hereinafter "Dr. Boyette").

WITNESSETH

Whereas, the County desires the services of Dr. Boyette as the Medical Director and Advisor for the Hyde County Emergency Medical Services (EMS) System and Staff; and

Whereas, Dr. Boyette is qualified and desires to provide such direction.

Now, therefore, for and in consideration of the mutual covenants and considerations set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Dr. Boyette shall serve as EMS Medical Director to the County.
2. As Medical Director, Dr. Boyette shall:
 - a. oversee the initial certification and recertification training programs of the Hyde County Emergency Medical Services and First Responder personnel;
 - b. advise the Emergency Medical Services and First Responder personnel of medically related problems encountered in the field;
 - c. act as liaison between the County and the Medical Staff of Vidant Pungo Hospital;
 - d. develop, review and periodically update medical treatment protocols in conjunction with the County Emergency Services Director (the "Director");
 - e. advise the Director as to disaster planning, and interactions between the Emergency Medical Services and Emergency Communications concerning medically related problems;
 - f. assist in the implementation of a disaster plan for the County;
 - g. maintain such credentials and meet any and all requirements set forth by the North Carolina College of Emergency Physicians for Medical Directors of an EMS system; and
 - h. perform such other acts and duties as needed to fulfill the duties of an EMS Medical Director as set forth by the North Carolina Office of Emergency Medical Services
3. The County shall:
 - a. pay Dr. Boyette Fifteen Thousand Dollars (\$15,000) per fiscal year for serving as Medical Director. Said amount shall be payable in equal monthly installments, with the first payment due on or before the 31st day of July and subsequent payments being due on or before the end of each month thereafter; and
 - b. carry general liability insurance in the amount of Two Million Dollars (\$2,000,000) for bodily injury or personal injury arising out of Dr. Boyette's rendering or failure to render Medical Director services to the County within the scope of his duties hereunder as set forth in the policy attached hereto as Exhibit 1 (10A NCAC 13P .0403 – Responsibilities of the Medical Director for EMS Systems); and
 - c. reimburse Dr. Boyette, per fiscal year, for required Continuing Medical Education (CME), not to exceed a total of Six Hundred Dollars (\$600.00) per fiscal year.
4. The initial term of this Agreement shall be July 1, 2013 through June 30, 2014. HOWEVER, IT SHALL EXTEND AUTOMATICALLY AND RENEW ANNUALLY FOR UP TO FOUR (4) ADDITIONAL ONE (1) YEAR PERIODS. THE TOTAL DURATION OF THIS AGREEMENT SHALL NOT EXCEED FIVE YEARS.

5. This Agreement may be terminated in writing, without fault of either party, at any time by either party giving the other 30 days written notice.
6. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth and the Agreement shall automatically terminate if funds cease to be available.
7. Dr. Boyette shall be considered an independent contractor and as such shall be responsible for all taxes. Dr. Boyette agrees to provide the County with his correct taxpayer identification number upon execution of this Agreement. Dr. Boyette agrees that failure to provide the County with a correct taxpayer identification number authorizes the County to withhold 20 percent of any amount due and payable under this Agreement pursuant to the provision of the Internal Revenue Code, Title 26 of the United States Code.
8. This Agreement shall be deemed made in Hyde County, North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina. Any claim for breach or enforcement of this Agreement shall be filed in the appropriate court in Hyde County, North Carolina.
9. Dr. Boyette shall be responsible for compliance with all State, Federal and local laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of the business and work performance under this Agreement.
10. During the performance of this Agreement, Dr. Boyette agrees that he shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or handicap.
11. The parties acknowledge that Dr. Boyette is not an employee of Hyde County, that he will exercise his independent judgment in performing the duties required herein, and that Dr. Boyette is, for all purposes, an independent contractor.
12. This Agreement and any exhibits and amendments annexed hereto represent the entire agreement between the parties and supersede all prior oral and written statements or agreements. This Agreement may be amended only in writing duly executed by the County and Dr. Boyette.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals, one of which is to be retained by the County, and one of which is to be retained by Dr. Boyette, effective as of the day and year first above written.

BY: _____
 Bill Rich
 Hyde County Manager

BY: _____
 Dr. C.O. Boyette, M.D.
 Medical Director

Provisions for the payment of this Agreement have been made by an appropriation duly made as required by the "Local Government Budget and Fiscal Control Act."

 Corrinne Gibbs
 Hyde County Finance Officer

10A NCAC 13P .0403 RESPONSIBILITIES OF THE MEDICAL DIRECTOR FOR EMS SYSTEMS

- (a) The Medical Director for an EMS System is responsible for the following:
- (1) ensuring that medical control is available 24 hours a day;
 - (2) the establishment, approval and annual updating of adult and pediatric treatment protocols;
 - (3) EMD programs, the establishment, approval, and annual updating of the EMDPRS;
 - (4) medical supervision of the selection, system orientation, continuing education and performance of all EMS personnel;
 - (5) medical supervision of a scope of practice performance evaluation for all EMS personnel in the system based on the treatment protocols for the system;
 - (6) the medical review of the care provided to patients;
 - (7) providing guidance regarding decisions about the equipment, medical supplies, and medications that will be carried on all ambulances and EMS nontransporting vehicles operating within the system;
 - (8) keeping the care provided up to date with current medical practice; and
 - (9) developing and implementing an orientation plan for all hospitals within the EMS system that use MICN, EMS-NP, or EMS-PA personnel to provide on-line medical direction to EMS personnel, which includes:
 - (A) a discussion of all EMS System treatment protocols and procedures;
 - (B) an explanation of the specific scope of practice for credentialed EMS personnel, as authorized by the approved EMS System treatment protocols as required by Rule .0405 of this Section;
 - (C) a discussion of all practice settings within the EMS System and how scope of practice may vary in each setting;
 - (D) a mechanism to assess the ability to effectively use EMS System communications equipment including hospital and prehospital devices, EMS communication protocols, and communications contingency plans as related to on-line medical direction; and
 - (E) the successful completion of a scope of practice performance evaluation which verifies competency in Parts (A) through (D) of this Subparagraph and which is administered under the direction of the medical director.
- (b) Any tasks related to Paragraph (a) of this Rule may be completed, through written delegation, by assisting physicians, physician assistants, nurse practitioners, registered nurses, EMD's, or EMT-P's.
- (c) The Medical Director may suspend temporarily, pending due process review, any EMS personnel from further participation in the EMS System when it is determined the activities or medical care rendered by such personnel are detrimental to the care of the patient, constitute unprofessional conduct, or result in non-compliance with credentialing requirements.

*History Note: Authority G.S. 143-508(b); 143-508(d)(3),(d)(7); 143-509(12);
Temporary Adoption Eff. January 1, 2002;
Eff. April 1, 2003;
Amended Eff. January 1, 2009; January 1, 2004.*

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

Meeting Date: July 1, 2013
Presenter: County Manager Bill Rich
Attachment: Yes

ITEM TITLE: UPDATE ON AUDIT

SUMMARY: Per commissioner instructions on June 3, 2013, Manager Rich was instructed to make an award for the FY 2012-2013 Hyde County Audit.

Although not mandatory per Board motion on June 3, 2013, Manager Rich authorized a Request for Proposal (RFP) be sent out for the FY 2012-2013 Audit. There were four responses sent out for the RFP and two submittals (both of which are attached). Manager Rich recommends awarding the contract to Andrew Harris, CPA.

RECOMMEND: Discussion and approval.

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

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

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

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

Meeting Date: July 1, 2013
Presenter: County Manager Bill Rich
Attachment: No

ITEM TITLE: DEAN BURBAGE – FIRE INSPECTIONS, LEVEL I – II - III

SUMMARY: Manager Rich recommends hiring Dean Burbage on a part-time basis solely for the purpose of fire inspections beginning on Ocracoke Island.

RECOMMEND: Discussion and approval.

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

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

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

**AN ORDINANCE TO AMEND CHAPTER 32, SOLID WASTE – ARTICLE III.
MANAGEMENT AND REGULATIONS, SECTION 32-54. ENFORCEMENT**

WHEREAS, Article III, Management and Regulations, of Chapter 32, Section 32-54. Enforcement (d) *Officers* – identifies the Health Director as one of the enforcement officials for the Hyde County Solid Waste Ordinance.

WHEREAS, at the time this ordinance was adopted by the Hyde County Board of Commissioners, the County did not have a solid waste division and relied on the health department to assist in abatement of solid waste issues.

WHEREAS, Hyde County now has a Solid Waste Division, under the Public Utilities Department and the local health department no longer needs to serve as the primary enforcement officer for solid waste issues, unless the situation rises to the level for the local Health Director to abate public health nuisances and imminent hazards pursuant to G.S. 130A-19 and G.S. 130A-20.

WHEREAS, the Hyde County Board of Health approves amendment of Chapter 32 – Solid Waste Ordinance – Section 32-54 (d) to remove both the County Health Director and Sanitarian as primary enforcement officers of the ordinance and to replace them with the Public Utilities Director and/or Solid Waste Supervisor; and, the Health Department would become involved only in those situations that were a public health nuisance or imminent hazard.

NOW THEREFORE BE IT ORDAINED by the Hyde County Board of Commissioners that Chapter 32, Section 32-54 Enforcement (d) – Officers is amended as follows.

Sec. 32-54. Enforcement.

- (d). Officers. ~~The county health director, sanitarian~~ Public Utilities Director and/or Solid Waste Supervisor and County Manager shall be the primary enforcement officers with the aid and assistance of the sheriff and his department. (Ord. No. 116, § VI, 7-15-2002)

This ordinance shall become effective July 1, 2013.

This the 1st day of July, 2013.

Barry Swindell, Chairman

ATTEST:

Lois Stotesberry, Clerk

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 1, 2013
Presenter: Wesley P. Smith, Health Director
Attachment: Yes

ITEM TITLE: Amendment to Chapter 32, Section 54(d) – Solid Waste Ordinance

SUMMARY: Section 32-54(d) of Chapter 32 – Solid Waste Ordinance – lists the county health director, sanitarian and county manager as primary enforcement officers. This ordinance was adopted by the Board of Commissioners at the time the county did not have a solid waste division and relied upon the local health department to assist in abatement of solid waste issues. Now that the county has a solid waste division, under the Public Utilities Department, the local health department no longer needs to serve as primary enforcement officers for solid waste issues, unless the situation rises to the level for the local Health Director to abate public health nuisances and/or imminent hazards pursuant to G.S. 130A-19 and G.S. 130A-20. At their Board of Health meeting on June 18, 2013, the board approved a motion for the Health Director to communicate with the County Manager about amending Chapter 32, Section 54(d) to remove both the county health director and sanitarian as primary enforcement officers of the ordinance, and replace them with the Public Utilities Director and/or Solid Waste Supervisor.

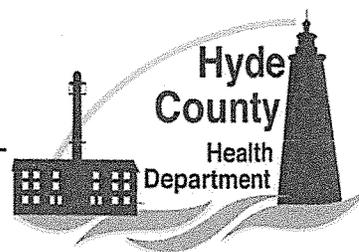
RECOMMEND: APPROVE AMENDMENT TO CHAPTER 32, SECTION 54(d) – SOLID WASTE ORDINANCE

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

Hyde County Health Department

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

Phone (252) 926-4200
Fax (252) 926-0021



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

Wesley P. Smith
Health Director

June 25, 2013

Bill Rich, Manager
County of Hyde
P. O. Box 188
Swan Quarter, NC 27885

Re: Chapter 32 – Solid Waste Ordinance

Dear Mr. Rich:

I was recently approached by Clint Berry, Public Utilities Director, to discuss a solid waste issue on mainland Hyde County. When I asked Mr. Berry why he needed the Health Director to get involved in the issue, he replied that Chapter 32 – Solid Waste Ordinance – identified the Health Director as one of the enforcement officials for this ordinance. He provided me with a copy of Article III – Management and Regulation of Chapter 32 – Solid Waste Ordinance, which reads under Section 32-54(d) Enforcement, Officers “The county health director, sanitarian and county manager shall be the primary enforcement officers with the aid and assistance of the sheriff and his department.”

According to Hugh Watson, Environmental Health Programs Coordinator, at the time this ordinance was adopted by the Hyde County Board of Commissioners, the county did not have a solid waste division and relied upon the local health department to assist in abatement of solid waste issues. Now that the county has a solid waste division, under the Public Utilities Department, the local health department no longer needs to serve as the primary enforcement officer for solid waste issues, unless the situation rises to the level for the local Health Director to abate public health nuisances and imminent hazards pursuant to G.S. 130A-19 and G.S. 130A-20.

This issue was discussed at our recent Board of Health meeting on June 18, 2013. After much discussion, the board approved a motion for the Health Director to communicate with the County Manager about amending Chapter 32, Section 54(d) to remove both the county health director and sanitarian as primary enforcement officers of the ordinance, and replace them with the Public Utilities Director and/or Solid Waste Supervisor. The health department would become involved only in those situations that were a public health nuisance or imminent hazard.

As directed by the Board of Health, I hereby request that you include this issue in the July 1, 2013 agenda for discussion by the Board of County Commissioners. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Wesley P. Smith". The signature is fluid and cursive, with the first name being the most prominent.

Wesley P. Smith

Health Director

cc: Fred Holscher, Hyde County Attorney
Randy Hignite, Chair, Hyde County Board of Health
Clint Berry, Hyde County Public Utilities Director
Hugh Watson, Environmental Health Programs Coordinator

Hyde County, North Carolina, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 32 - SOLID WASTE >> ARTICLE III. - MANAGEMENT AND REGULATION >>

ARTICLE III. - MANAGEMENT AND REGULATION

Sec. 32-49. - Purpose and statutory authority.

Sec. 32-50. - Definitions.

Sec. 32-51. - Storage and disposal.

Sec. 32-52. - Tipping fees.

Sec. 32-53. - Disposal fees.

Sec. 32-54. - Enforcement.

Secs. 32-55—32-74. - Reserved.

Sec. 32-49. - Purpose and statutory authority.

The purpose of this article is to regulate the storage, collection, and disposal of solid waste in Hyde County. The ordinance from which this article is derived is adopted pursuant to the authority contained in G.S. 153A-121, 153A-132.1, 153A-136, 153A-274 through 153A-278, and 153A-291 through 153A-293, and 130A-309.09A, 130A-309.09A, 130A-309.09B, and 130A-309.09D. Unless otherwise indicated, this article applies to both publicly-owned and privately-owned municipal solid waste management facilities located in the county.

(Ord. No. 116, § 1, 7-15-2002)

Sec. 32-50. - Definitions.

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

Availability fees means those charges as established by the board from time to time and charged to county property owners for the availability of curbside pick-up and solid waste collection sites.

Board means Board of Commissioners of Hyde County.

Bulky waste means large items of solid waste such as furniture, large auto parts, trees, branches, stumps, and other oversize wastes whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.

Collection means the act of removing solid waste (or materials that have been separated for the purpose of recycling) to a transfer station, processing facility, or disposal facility.

Commercial solid waste means all types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial waste.

Construction and demolition waste means solid waste resulting solely from construction, remodeling, repair, or demolition operations on buildings, or other structures, but does not include inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar nonhazardous material.

Department means the Department of Environment, Health and Natural Resources.

Disposal bags and tags means plastic bags and tags, approved from time to time by the county board of commissioners and sold by the county or authorized independent agents to county residents or solid waste users for the disposal of garbage, refuse and other types of solid waste.

Garbage means all putrescible waste, including animal offal and carcasses, and recognizable industrial byproducts, but excluding sewage and human waste.

Hazardous waste means solid waste, or a combinations of solid wastes, that because of its quantity, concentration or physical, chemical or infectious characteristics may:

- (1) Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- (2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

Incineration means the process of burning solid, semi-solid, or gaseous combustible wastes to an inoffensive gas and residue containing little or no combustible material.

Industrial solid waste means solid waste generated by industrial processes and manufacturing.

Inert debris means solid waste that consists solely of material that is virtually inert and that is likely to retain its physical and chemical structure under expected conditions of disposal.

Institutional solid waste means solid waste generated by educational, health care, correctional, and other institutional facilities.

Land-clearing debris means solid waste that is generated solely from land-clearing activities.

Landfill means a disposal facility or part of a disposal facility where waste is placed in or on land and that is not a land treatment facility, a surface impoundment, an injection well, a hazardous waste long-term storage facility or a surface storage facility.

Medical waste means any solid waste that is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biological, but does not include any hazardous waste, radioactive waste, household waste as defined in 40 CFR 261.4(b)(1), or those substances excluded from the definition of "solid waste" in this article.

Municipal solid waste means solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, or solid waste from mining or agricultural operations.

Municipal solid waste management facility means any publicly-owned or privately-owned solid waste management facility permitted by the department that receives municipal solid waste for processing, treatment, or disposal.

Pathological waste means human tissues, organs, and body parts, and the carcasses of body parts of any animals that were known to have been exposed to pathogens that are potentially dangerous to humans during research, were used in the production of biological in vivo testing of pharmaceuticals, or that died with a known or suspected disease transmissible to humans.

Person means any individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.

Processing means any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport; amenable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.

Putrescible means solid waste capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors and gases, such as kitchen wastes, offal, animal carcasses, or crab and vegetable scraps.

Radioactive waste means waste containing any material, whether solid, liquid, or gas, that emits ionizing radiation spontaneously.

Recycling means the process by which solid waste or recovered materials are collected, separated, or processed, and reused or returned to use in the form of raw materials or products.

Refuse means solid waste, other than garbage or ashes, from residences, commercial establishments, and institutions.

Regulated medical waste means blood and body fluids in individual containers in volumes greater than 20 ml., microbiological waste, and pathological waste that has not been treated pursuant to rules promulgated by the department.

Resource recovery means the process of obtaining material or energy resources from discarded solid waste that no longer has any useful life in its present form and preparing the solid waste for recycling.

Sanitary landfill means a facility for disposal of solid waste on land in a sanitary manner in accordance with the rules concerning sanitary landfills adopted pursuant to G.S. ch. 130A, art. 9.

Scrap tire means a tire that is no longer suitable for its original, intended purpose because of wear, damage, or defect.

Septage means solid waste that is a fluid mixture of untreated and partially treated sewage solids, liquids, and sludge of human or domestic origin that is removed from a septic tank system.

Sharps means needles, syringes, and scalpel blades.

Sludge means any solid, semisolid, or liquid waste generated from a municipal, commercial, institutional, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility, or any other waste having similar characteristics and effects.

Solid waste means any hazardous or nonhazardous garbage, refuse, or sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, domestic sewage and sludges generated by the treatment thereof in sanitary collection, treatment and disposal systems, and other material that is either discarded or is being accumulated, stored or treated prior to being discarded, or has served its original intended use and is generally discarded, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, institutional, commercial, and agricultural operations, and from community activities. The term does not include:

- (1) Fecal waste from fowls and animals other than humans;
- (2) Solid or dissolved material in:
 - a. Domestic sewage and sludges generated by treatment thereof of sanitary sewage collection, treatment, and disposal systems that are designed to discharge effluents to the surface waters;
 - b. Irrigation return flows; and
 - c. Wastewater discharges and the sludges incidental to and generated by treatment which are point sources subject to permits granted under section 402 of the Water

Pollution Control Act, as amended (P.L. 92-500), and permits granted under G.S. 143-215.1 by the Environmental Management Commission. However, any sludges that meet the criteria for hazardous waste under RCRA shall also be a solid waste for purposes of this definition;

- (3) Oils and other liquid hydrocarbons controlled under G.S. ch. 143, art. 21A. However, any oils or other liquid hydrocarbons that meet the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of definition;
- (4) Any sources, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended (42 USC 2011);
- (5) Mining refuse covered by the North Carolina Mining Act, G.S. 74-46 through 74-68 and regulated by the North Carolina Mining Commission. However, any specific mining waste that meets the criteria for hazardous waster under RCRA shall also be a solid waste for the purposes of this definition.

Solid waste collector means any person who collects or transports solid waste for hire.

Solid waste disposal site means a location at which solid waste is disposed of by incineration, sanitary landfill, or other approved method.

Solid waste receptacle means container used for the temporary storage of solid waste while awaiting collection.

Source separation means setting aside recyclable materials at their point of generation by the generator.

Tipping fees means those charges as established by the county manager and approved by the board from time to time and charged for the disposal of construction, demolition, inert debris, land-clearing debris, yard debris, or used asphalt mixed with dirt, sand gravel, rock, concrete, or similar nonhazardous material and other types of solid waste.

Tire means a continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle as defined in G.S. 20-4.01(23).

Transfer station means a site at which solid waste is concentrated for transport to a processing facility or disposal site. A transfer station may be fixed or mobile.

Used oil means any oil that has been refined from crude oil or synthetic oil and, as a result of use, storage, or handling, has become unsuitable for its original purpose.

Vehicle (abandoned or derelict):

- (1) The term "abandoned vehicle" means a motor vehicle that has remained illegally on private or public property for a period of more than ten days without the consent of the owner or person in control of the property.
- (2) The term "derelict vehicle" means a motor vehicle:
 - a. Whose certificate of registration has expired and the registered and legal owner no longer resides at the address listed on the last certificate of registration on record with the North Carolina Department of Transportation;
 - b. Whose major parts have been removed so as to render the vehicle inoperable and incapable of passing inspection as required under existing standards;
 - c. Whose manufacturer's serial plates and any other means of identification numbers, license number plates and any other means of identification have been removed so as to nullify efforts to locate or identify the registered and legal owner;
 - d.

Whose registered and legal owner or record disclaims ownership or releases his rights thereto; or

- e. Which is more than 12 years old and does not bear a current license as required by the department.

White goods means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

Yard trash means solid waste consisting solely of vegetative matter resulting from landscaping maintenance.

(Ord. No. 116, § II, 7-15-2002)

Sec. 32-51. - Storage and disposal.

- (a) No owner, occupant, tenant, or lessee of any property may deposit, store, or permit to accumulate any solid waste on his property that is not stored or disposed of in a manner prescribed by this article.
- (b) The owner, occupant, tenant, or lessee of any residential property shall remove or cause to be removed all solid waste from his property at least once each week (seven-day period). The owner, occupant, tenant, or lessee of any commercial property shall remove or cause to be removed all solid waste from his property at least once every 30 days.
- (c) Garbage shall be stored only in county approved and authorized disposal bags within a container that is durable, rust resistant, nonabsorbent, watertight, and easily cleaned, with a close-fitting, fly-tight cover in place, with adequate handles or bails to facilitate handling. The term "solid waste receptacles", as defined by this article, may also be used for storage provided they meet the requirements of this subsection. The number of containers shall be adequate to store one week's accumulation of garbage. Each container shall be kept clean so that no odor or other nuisance condition exists.
- (d) Refuse shall be stored in county approved and authorized disposal bags in a manner that will resist harborage to rodents and vermin and will not create a fire or health hazard. Regulated refuse under this subsection includes, but is not limited to, lumber boxes, barrels, bottles, cans, tires, paper cardboard, rags, old furniture and other bulky waste, and white goods. Useful materials, such as firewood and building materials, may be stored on the premises, provided they are stored in a safe manner at a reasonable height above ground.
- (e) No abandoned or derelict vehicle shall be placed or left outside uncovered for more than ten days.
- (f) No owner, occupant, tenant, or lessee of a building or dwelling, other than a licensed junk dealer, may place or leave, or cause to be placed or left, outside the building or dwelling any bulky waste for longer than seven days.
- (g) No owner, occupant, tenant, or lessee of a building or dwelling may leave outside the building or dwelling in a place accessible to children any abandoned or unattended ice box, refrigerator or other receptacle that has an airtight door without first removing the door.
- (h) Solid waste shall be disposed of only in one of the following ways:
 - (1) In a landfill approved by the department;
 - (2) In an incinerator that has all required local, state, and federal control permits;
 - (3) By any other method, including recycling and resource recovery, that has been approved by the department; and
 - (4) Only when enclosed in a county approved and authorized disposal bag or affixed with the proper number of county authorized and approved disposal tags.
- (i) In addition to the methods listed in subsection (g) of this section, refuse may be disposed of in solid waste receptacles by the county.
- (j)

No person may discard, dispose, leave, or dump any solid waste on or along any street or highway or on public or private property unless such solid waste is placed in a receptacle or at a location designated for the deposit of solid waste.

- (k) Construction wastes must be disposed of at disposal sites approved and permitted by the department.
- (l) Regulated medical, hazardous, and radioactive waste must be disposed of according to written procedures approved by the department.
- (m) Any person collecting and transporting solid waste generated on such person's property for disposal at an approved disposal site shall comply with section VIII.F.1 and 2 of this article concerning vehicles and containers.
- (n) All sharps shall be placed in a sealed, puncture-proof container prior to disposal.
- (o) Garbage shall be disposed of by burying or discing into the soil or by disposal at an approved land fill. All vegetable and crab scraps shall be disposed of within 24 hours of creation.
- (p) Abandoned or derelict vehicles shall be disposed of pursuant to G.S. ch. 20
- (q) The board is in opposition of the department permitting any type waste sites in the county without its prior written approval.
- (r) Refuse which is too large to fit in or too heavy to be lifted in a county approved and authorized storage bag must be disposed of with the proper number of county approved disposal tags attached to it in plain site.

(Ord. No. 116, § III, 7-15-2002)

Sec. 32-52. - Tipping fees.

The county manager will set from time to time a schedule of tipping fees to be charged by the county for the dumping of certain types of waste as defined in this article by persons, firms, companies, corporations, or other entities who are dumping said waste as part of a commercial or private enterprise. Such schedule of fees shall be subject to the approval of the board of commissioners within 30 days of their establishment.

(Ord. No. 116, § IV, 7-15-2002)

Sec. 32-53. - Disposal fees.

The county manager will set from time to time a schedule of fees and a standard of specifications for disposal bags and disposal tags. Such schedule of fees shall be subject to the approval of the board of commissioners within 30 days of their establishment.

(Ord. No. 116, § V, 7-15-2002)

Sec. 32-54. - Enforcement.

- (a) *Criminal penalty.* Any person violating this article shall be guilty of a misdemeanor punishable by a fine of not to exceed \$500.00 or imprisonment for not more than 30 days, or both. Each day's violation shall be treated as a separate offense.
- (b) *Civil penalty.* Any person who is found in violation of this article shall be subject to a civil penalty of not to exceed \$500.00 as provided in G.S. 153A-123. Each day's violation shall be treated as a separate offense.
- (c) *Remedies.* This article may be enforced by equitable remedies, and any unlawful condition existing or in violation of this article may be enforced by injunction and order of abatement in accordance with G.S. 153A-123.
- (d) *Officers.* The county health director, sanitarian and county manager shall be the primary enforcement officers with the aid and assistance of the sheriff and his department.

(Ord. No. 116, § VI, 7-15-2002)

Secs. 32-55—32-74. - Reserved.

Projects Update
July 1, 2013

- a) Ocracoke Chipper
- b) Ocracoke Community Center
 - 1. PARTF Grant
 - 2. SBEA Grant
- c) Roof Repairs – Robert Griffin, Dean Burbage and Clint Berry
- d) ECB Building Update – Press Release and Renovations
- e) Animal Control Issues
- f) Top Gear TV Show
- g) Report on Possible Tax Increase Request – West Quarter/Double and Bay Rates

AGENDA
Steering Committee for West Quarter/Double & Bay
Tuesday, June 4, 2013
@ 8:00 AM
Suite 117 Conservation Office

WELCOME AND SIGN IN

SWAN QUARTER /WEST QUARTER FACT SHEET

SWAN QUARTER YEARLY BUDGET

SWAN QUARTER FUND BALANCE

WEST QUARTER /DOUBLE & BAY YEARLY BUDGET

WEST QUARTER/DOUBLE & BAY FUND BALANCE

PHOTOGRAPHS DEPICTING DAMAGE TO REMOVED GATE FROM BAY STRUCTURE

DESIGN SPECIFICATION FROM WATERMAN GATES

FORMAL PRICE QUOTE FROM WATERMAN INDUSTRIES FOR REPLACEMENT OF BAY GATE

FORMAL PRICE QUOTE FROM CARVER MACHINE WORKS FOR REPAIR TO BAY GATE

DISCUSSION ON CURRENT ASSESSMENT RATE

Total Acreage Protected by the Dike

There are approximately 3408 acres protected by the dike in the Swan Quarter special service district with a total assessment of roughly \$16,000 collected for annual operation and maintenance.

The West Quarter special service district consists of approximately 7661 acres protected by the dike and an annual assessment of 4300 dollars for annual operation and maintenance expense.

West Quarter = 7661 acres

Swan Quarter = 3408 acres

Total = 11069 acres

Crop land = 7040 acres

Cropland = 63.6%

Tide Gates = 91

17.7 miles of dike

\$13,236,469 total cost

Work plan Began in 1964

It included 3 pumping plants

Statement of Revenues & Expenditures

Hyde County Finance

For Period Ending 06/30/2012

Selecting on TYPE equals 800 and on FUND equals 72

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR YEAR-TO-DATE		PRIOR YEAR YEAR-TO-DATE	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
723010.9100 CURRENT TAXES		514.23	5,000.00	16,066.66	5,000.00	15,102.31
Total Revenues		514.23	5,000.00	16,066.66	5,000.00	15,102.31
Excess of Revenues over Expenditures for Report		514.23	5,000.00	16,066.66	5,000.00	15,102.31

Date: 02/11/2013
 Time: 9:34:58AM

Balance Sheet

User: AGREGORY
 Page: 1

Hyde County Finance
 As of 02/28/2013
 Selecting on FUND equals 72

ACCOUNT NUMBER DESCRIPTION	CURRENT YEAR		PREVIOUS YEAR	
	DEBIT	CREDIT	DEBIT	CREDIT
Fund 72 (SWAN QUARTER)				
Assets				
721010.0000 BANK/SWAN QUARTER	36,935.92		24,408.53	
721100.2011 TAX RECEIVABLES 2010	453.57		1,163.96	
721100.2012 TAXES RECEIVABLES 2011	805.00			
Totals for Current Assets	38,194.49		25,572.49	
Total Assets	<u>38,194.49</u>		<u>25,572.49</u>	
Liabilities				
722620.0000 DEFERRED TAXES		1,258.57		1,163.96
Totals for Long Term Liabilities		1,258.57		1,163.96
Total Liabilities		1,258.57-		1,163.96-
Fund Balances				
722990.0001 FUND BALANCE UNAPPROPRIATED		24,456.21		13,339.81
Totals for Fund Balances		24,456.21		13,339.81
Total Fund Balances		24,456.21-		13,339.81-
Excess of Revenue over Expenditure		12,479.71		11,068.72
Total Liabilities and Fund Balance		<u>38,194.49</u>		<u>25,572.49</u>

Statement of Revenues & Expenditures

Hyde County Finance

For Period Ending 06/30/2012

Selecting on FUND equals 71

ACCOUNT DESCRIPTION	CURRENT PERIOD		CURRENT YEAR-TO-DATE		PRIOR YEAR	
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL
713010.0000 PRIOR TAXES		1.00	140.00	20.42	140.00	76.32
713010.9100 CURRENT TAXES			3,800.00	3,851.16	3,800.00	3,847.85
713290.0000 INTEREST EARNED			150.00	35.73	150.00	426.36
Total Revenues		1.00	<u>4,090.00</u>	<u>3,907.31</u>	<u>4,090.00</u>	<u>4,350.53</u>
2.0045 SERVICES & MAINTENANCE		187.50	4,090.00	3,587.50	4,090.00	4,450.00
Total Expenditures		187.50	<u>4,090.00</u>	<u>3,587.50</u>	<u>4,090.00</u>	<u>4,450.00</u>
Excess of Revenues over Expenditures for Report		186.50-		<u>319.81</u>		99.47-

Handwritten notes: 319.81, 87478