

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Chairman
Attachment: No

ITEM TITLE: OPENING

SUMMARY: Call to Order
Prayer
Pledge of Allegiance

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7th, 2025
Presenter: Chairman
Attachment: Yes

ITEM TITLE: CONSIDERATION OF AGENDA

SUMMARY: Attached is the proposed Agenda for July 7th, 2025.

RECOMMEND: Review, Amend and Approve.

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY



REGULAR MEETING - July 7th, 2025, 6:00 P.M.

*Held in the Hyde County Government Center, Multipurpose Room, and the Ocracoke Community Center
using electronic conferencing equipment.*

CALL TO ORDER

CONSIDERATION OF AGENDA

SPECIAL PRESENTATION

Proclamation Recognizing the Defeat of HB 442Kris Cahoon Noble
County Manager

CONSIDERATION OF MINUTES

- June 2nd, 2025 Regular Meeting Minutes
- June 12th, 2025 Special Meeting Minutes

PUBLIC HEARING

- Public Hearing on the Amendment to Chapter 36: Subdivisions (Sections 36-145 and 36-176) –Sign Regulation

PRESENTATIONS

Hyde County NBPSCF Grant Distribution Request and Grant Agreement.....Dr. Melanie Shaver
Hyde County Schools Superintendent

Tax Collections Report Donnie Shumate

PUBLIC COMMENTS

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

ITEMS OF CONSIDERATION

1. Health Board Appointment.....Richard Mann
2. Jury Commission Appointment..... Richard Mann
3. Ratification of Resolution Opposing House Bill 442.....Kris Cahoon Noble
4. Lease Agreement NC Dept. of Adult CorrectionKris Cahoon Noble
5. Contract Award – Hyde County Utilities Booster Station Project.....Kris Cahoon Noble
6. Grounds, Lawn Maintenance, and Cleaning Services Contract.....Kris Cahoon Noble
7. Interlocal Agreement for Fire Inspection Services.....Kris Cahoon Noble
8. Surplus Sheriff's Office Vehicle.....Kris Cahoon Noble
9. Voting Delegate for NCACC Conference.....Richard Mann
10. Ocracoke Fireworks Display Permit Application.....Kris Cahoon Noble
11. Master Fee Schedule FY 25-26..... Kris Cahoon Noble
12. New Job Descriptions.....Kris Cahoon Noble
13. Solid Waste Ordinance.....Kris Cahoon Noble

BUDGET MATTERS

MANAGEMENT REPORTS

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

PUBLIC COMMENTS

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

ADJOURN

SUPPLEMENTAL INFORMATION

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Kris Cahoon Noble
Attachment: Yes - Proclamation

ITEM TITLE: PROCLAMATION BY THE HYDE COUNTY BOARD OF COMMISSIONERS IN APPRECIATION OF THOSE WHO FOUGHT TO DEFEAT NORTH CAROLINA GENERAL ASSEMBLY HOUSE BILL 442- AN ACT TO PROHIBIT SHRIMP TRAWLING IN THE PAMLICO SOUND

SUMMARY: North Carolina House Bill 442 as a good bill but was amended in the Senate with a proposal to ban all shrimp trawling inshore including the Pamlico Sound and up to ½ mile of the shoreline. This wasn't just about fish; it was about Hyde County's whole economy and many families' livelihoods.

People Power! Citizens, business owners, and fishermen from all over North Carolina showed up in Raleigh to fight for their way of life.

Team Effort! Groups like the NC Fisheries Association, NC Catch, Ocracoke Working Watermen's Association, NC Working Watermen's United and the Blue Crab Association teamed up to stop the bill as amended.

Hyde County Fought Back! The County Commissioners officially opposed it, Hyde County Transit helped transport citizens to Raleigh to speak up and Hyde County staff worked tirelessly.

Senators Stood Up! Senator Bobby Hanig bravely tried to amend the bill five times, but they shut him down. Even though the Senate passed it, Senators Hanig, Sanderson, Brinson, and Lazzara from coastal areas voted against it to protect their districts.

House to the Rescue! The bill went back to the House, and Representative Keith Kidwell and others kept fighting. The House Republican Caucus unanimously decided not to bring the bill to a vote, which was a huge victory for coastal communities, fishermen, and everyone who spoke out! It shows how powerful local voices can be.

The Hyde County Board of Commissioners is beyond grateful to everyone who helped defeat this bill and dedicated to keep defending the commercial fishing industry and its citizens. Hyde County would like to extend our sincere gratitude to everyone who played a role in defeating House Bill 442 — legislation that would have banned all inshore shrimp trawling and prohibited trawling within half a mile of the beach. Had this bill passed, it would have had a detrimental impact on Hyde County's commercial fishing industry, our cultural heritage, and the local economy.

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
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VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

We especially want to thank the commercial fishermen and their supporters who traveled to Raleigh and made their voices heard in a peaceful, respectful, and impactful way. Your dedication and unity made a significant difference.

Hyde County also offers special thanks to Senator Bobby Hanig for his courageous opposition in the North Carolina Senate, and to Representative Keith Kidwell for his leadership and tireless efforts in the House to stop this harmful legislation.

This victory is a testament to the power of teamwork and community. Hyde County is proud and grateful for everyone who stood up in support of our heritage, our industry, and our citizens.

RECOMMEND: APPROVE PROCLAMATION AND HONOR ALL THOSE WHO RALLIED ON BEHALF OF HYDE COUNTY, ITS COMMERCIAL FISHING INDUSTRY AND OUR ECONOMIC LIVELIHOOD.

MOTION MADE BY: ☐ MATHEWS
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MOTION SECONDED BY: ☐ MATHEWS
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VOTE: ☐ MATHEWS
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☐ MIDGETTE
☐ BERRY

Board of Commissioners

Randal Mathews, Chair
Shannon Swindell, Vice-Chair
Jan Moore
Jeffrey Berry
Thomas Midgette

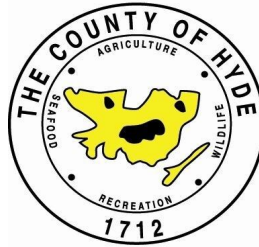
COUNTY OF HYDE

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

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Richard Mann
Clerk to the Board



**PROCLAMATION BY THE HYDE COUNTY BOARD OF COMMISSIONERS
IN APPRECIATION OF THOSE WHO FOUGHT TO DEFEAT NORTH CAROLINA
GENERAL ASSEMBLY HOUSE BILL 442- AN ACT TO PROHIBIT SHRIMP
TRAWLING IN THE PAMLICO SOUND**

WHEREAS, North Carolina General Assembly House Bill 442 was originally introduced as a modest measure to promote recreational fishing access, however, the bill changed significantly once it reached the Senate with language proposing a ban to all inshore shrimp trawling extending to 1/2 mile of the shoreline for four years as part of a pilot program for summer flounder and red snapper;

WHEREAS, these changes significantly threatened Hyde County's economy and livelihood as actions proposed under this amendment would have taken away a major economic driver for Hyde County, the livelihood of countless citizens along with their families and would have detrimentally changed the social and economic framework of the county and the families that live within it;

WHEREAS, Hyde County citizens, business owners and supporters from the entire state of North Carolina, including but not limited to commercial fishermen of all types of fisheries along with their families, voiced their strong opposition to this legislation by descending on the capitol of North Carolina in humble yet proud masses to plead for their livelihood of their communities and defend the merits and practices of the industry;

WHEREAS, the North Carolina Fisheries Association, North Carolina Catch, Ocracoke Working Watermen's Association, North Carolina Watermen's United, and the North Carolina Blue Crab Association mobilized their forces and their members and dedicated all resources and efforts in a united front to stop this travesty;

WHEREAS, The North Carolina Department of Agriculture and Consumer Services expressed a stance on the proposed legislation and specifically opposed the ban; highlighting concerns about the negative economic effects on the commercial seafood industry and the potential for increased reliance on imported seafood if additional waters are closed; stating that closing waters to shrimping should only occur if there is a demonstrated positive impact on marine species; and supporting commercial shrimping in inshore and nearshore waters, citing economic importance and questioning restrictions without clear environmental benefit;

WHEREAS, the Hyde County Board of Commissioners adamantly opposed this amendment by formal resolution and supported this fight against the shrimp trawling ban, joined by their fellow coastal counties in similar efforts; supported by Hyde County staff who dedicated themselves to advocating for the commercial fishing industry of North Carolina until House Bill 442 was defeated and by Hyde County Transit who mobilized all resources to transport Hyde County citizens to Raleigh to advocate;

WHEREAS, this amendment was fought with much courage and vigor within the North Carolina Senate by the Honorable Senator Bobby Hanig, offering five potential amendments which were all tabled without discussion;

WHEREAS, the North Carolina Senate passed HB 442 by a vote of 41–4, with only coastal Republican Senators Hanig, Norman Sanderson, Bob Brinson, and Michael Lazzara voting “No”, in defense of their coastal districts;

WHEREAS, this amendment was returned to the North Carolina House of Representatives; where it was further fought with courage and vigor by the Honorable Representative Keith Kidwell and many other of his fellow constituents within the NC House Chamber;

WHEREAS, the House Republican Caucus voted unanimously to not bring the bill to the floor for a concurrence vote, representing a humbling win for North Carolina’s coastal communities, commercial fishermen, and everyone who raised their voice in defense of tradition, science, and fair representation showing the power of local advocacy;

NOW, THEREFORE, LET IT BE RESOLVED, that the Hyde County Board of Commissioners proclaims its unending gratitude and appreciation to all those aforementioned within for their dedication, cooperation, advocacy, and relentless support of Hyde County, its commercial fishing industry and that of the coast of North Carolina;

NOW THEREFORE, LET IT FURTHER BE RESOLVED, that Hyde County is dedicated to a continued advocacy and relentless defense of the commercial fishing industry within its boundaries and beyond, and further will work to defend all commercial fishermen, their families and all citizens of Hyde County and the great state of North Carolina.

By the Hyde County Board of Commissioners this the 7th day of July, 2025.

Randal Mathews,
Chairman of the Hyde County Board of Commissioners

Richard Mann,
Hyde County Clerk to the Board of Commissioners

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Clerk to the Board
Attachment: Yes

ITEM TITLE: CONSIDERATION OF MINUTES

SUMMARY: Attached are the June 2nd Regular Meeting Minutes and June 12th Special Meeting Minutes.

RECOMMEND: Review, Amend, and Approve.

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
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☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
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☐ BERRY

REGULAR MEETING MINUTES
HYDE COUNTY BOARD OF COMMISSIONERS
Monday, June 2nd, 2025

Following the opening prayer by Vice Chairman Swindell and pledge of allegiance, Chairman Mathews called the June 2nd, 2025 Regular Meeting of the Hyde County Board of Commissioners to order at 6:00 p.m., in the Hyde County Government Center Multi-Use Room and Ocracoke Community Center using electronic conferencing equipment. The meeting was live-streamed via Hyde County Facebook page.

The following members were present on the mainland: Chairman Randal Mathews; Vice Chairman Shannon Swindell; Commissioner Jan Moore; Commissioner Thomas Midgette; Commissioner Jeffrey Berry; County Manager Kris Cahoon Noble; County Attorney Franz Holscher; Board Clerk Richard Mann; and Tax Administrator / IT Director Donnie Shumate.

Ocracoke Liaison Teresa Adams was present on Ocracoke.

The meeting was recorded to be posted on the Hyde County Facebook page. The video is available on Facebook for download to a personal device.

CONSIDERATION OF AGENDA:

County Manager Kris Cahoon Noble presented the June 2nd, 2025 agenda for board approval.

Vice Chairman Swindell moved to approve the Monday, June 2nd, 2025 Meeting Agenda as presented by Manager Noble. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

CONSIDERATION OF MINUTES:

Vice Chairman Swindell moved to approve the May 5, 2025 Regular Meeting Minutes and the May 21st, 2025 Special Meeting Minutes as presented by the Clerk. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

PUBLIC HEARING:

Commissioner Midgette moved to open the Public Hearing on the FY 2025-2026 Budget. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

The Hyde County Board of Commissioners conducted a public hearing on the proposed Fiscal Year 2025–2026 Hyde County Budget on Monday, June 2, 2025, beginning at 6:06 PM. The hearing was held in the Hyde County Government Center Multi-Use Room in Swan Quarter, with simultaneous access provided at the Ocracoke Community Center via electronic conferencing equipment.

The purpose of the hearing was to receive citizen input, including questions and comments, on the proposed county budget.

An additional public hearing will be held on Thursday, June 5, 2025, at 9:00 AM, and the Board will consider the adoption of the FY 2025–2026 Hyde County Budget during its meeting on Thursday, June 12, 2025, at 9:00 AM.

Mr. Timmy Hodges expressed great concern with the proposed Solid Waste fee integrated into next year’s budget and further reported that it is burdensome additional tax on the residents. Mr. Hodges further expressed that the County has no valuable industry so the youth are leaving.

Ms. Judy McLawhorn expressed that she was hopeful that the proposed Solid Waste fee would allow the County to see where most of the expenses for Solid Waste originated, so in the future fairness could be reflected in the fee and property taxes. Ms. McLawhorn also requested information regarding Hyde County’s Emergency Management debris removal contract with CERES.

Manager Noble explained that the budgets and fees for the upcoming budget year will be discussed in detail during the budget workshops being held by the Board of Commissioners on June 3rd, 4th, and 5th.

Vice Chairman Swindell moved to close the Public Hearing on the FY 2025-2026 Budget. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

PRESENTATIONS:

1)Recognition of Governor’s Volunteer Service Award Recipient - Noel Goodwin:

During the presentation, Adrianna Noel Goodwin was formally recognized as the Hyde County recipient of the Governor’s Volunteer Service Award, as well as the prestigious Governor’s Medallion Award for Volunteer Service. The Medallion Award honors the top 20–25 volunteers statewide for their exceptional commitment to service.

Jessica Burnham, Executive Director of the Beaufort-Hyde Partnership for Children, presented both awards to Noel Goodwin in person during the meeting on Ocracoke Island.

The Hyde County Board of Commissioners congratulated Ms. Goodwin on receiving the prestigious awards.

2) Hyde County Data Presentation:

Dr. Angie Jenkins, Northeast Regional Impact Manager with *myFutureNC*, presented economic and educational statistical data specific to Hyde County to the Board of Commissioners. The presentation provided valuable insights into regional trends and benchmarks as part of the broader effort to support local planning and workforce development initiatives.

The Hyde County Board of Commissioners thanked Dr. Jenkins for her work and presentation.

3) Hyde County NBPSCF Grant Distribution Request and Grant Agreement:

Hyde County Schools Superintendent, Dr. Melanie Shaver, presented the proposed distribution request of \$225,011.17 for the Needs-Based Public School Capital Fund (NBPSCF). This fund, supported by revenue from the North Carolina Education Lottery, is designed to address critical K–12 school facility needs across the state.

Dr. Shaver also requested that the Board ratify the grant agreement which is needed for the second round of funding.

Commissioner Moore moved to approve the distribution request and ratify the grant agreement as presented. Vice Chairman Swindell seconded the motion. The motion passed on the following

vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

Tax Report:

Tax Administrator Donnie Shumate presented the May 2025 tax report and reported that collections were up \$13,703 in current-year collections and up \$168,422 in prior-year collections. The current year-to-date collections are up \$2.3 million and the prior year-to-date is up \$430,000. Mr. Shumate reported that there are still payments being processed and 95% of taxes have been collected.

Mr. Shumate further reported that the Tax Office staff is still working hard and is expecting further collections on delinquent taxes.

Vice Chairman Swindell moved to approve the May Tax Report as presented. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

PUBLIC COMMENTS:

John Robbins, from Dare County, expressed that it would be beneficial to Hyde County to support Senate Bill 739. Mr. Robbins further expressed that SB-739 appropriates \$6 million from the General Fund to the Office of State Budget and Management for 2025-26 to provide a directed grant to Hyde County to be used to assist with the purchase of the Engelhard Seafood Property for oyster farming. Specified that the county is to collaborate with North Carolina Marine Industrial Park Authority on this project. Mr. Robbins expressed that it would be great for economic development and for promoting a growing industry in Engelhard and ultimately all of Hyde County.

Jerilyn Heckman, of Swan Quarter, wanted to raise awareness of the new nonprofit, Come Weary Soul, based in Swan Quarter. The nonprofit hopes to support and encourage local youth empowerment, mentorship, and mental health support with community partnership.

Michael Meekins, of Engelhard, expressed that he supports SB-739 and believes the County of Hyde should also for economic development reasons.

Hearing no further comments from the public, Chairman Mathews continued the meeting.

ITEMS OF CONSIDERATION:

1) Hyde County ABC Board Appointment:

Manager Noble reported that Ms. Meredith Nicholson's current term on the Hyde County ABC Board has expired. It was recommended that she be reappointed to serve an additional three-year term in recognition of her service and continued contributions to the board.

Commissioner Moore motioned to approve the reappointment of Ms. Nicholson to the Hyde County ABC Board. Vice Chairman Swindell seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

2) Ocracoke Occupancy Tax Appointments:

Manager Noble reported that Mr. Bob Chesnut and Ms. Ann Warner's current terms on the Ocracoke Occupancy Tax Board are set to expire on June 6, 2025. It is recommended that both Mr. Chesnut and Ms. Warner be reappointed to serve an additional three-year term, in recognition of their valuable contributions and continued commitment to the Board's mission.

Vice Chairman Swindell motioned to reappoint Mr. Chesnut and Ms. Warner to the Ocracoke Occupancy Tax Board. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

3) Resolution in Support of the Tekniam Emergency Communication Services on Ocracoke Island:

Manager Noble presented a resolution in support of the Tekniam Pilot Emergency Communication Services project on Ocracoke Island. Funded by the State of North Carolina, this pilot project has provided critical emergency communication access to the island’s residents and visitors during periods of disrupted traditional communication infrastructure.

Ocracoke Island’s unique geographic isolation presents ongoing challenges during emergencies, including hurricanes, severe weather, and power outages. The Tekniam system enhances communication reliability during such events and supports overall public safety efforts.

The resolution recognizes the importance of this innovative solution and the impact it has had on community resilience and emergency preparedness. It also affirms the County’s support for continued partnerships and future investment in advanced emergency communication technologies.

Commissioner Midgette motioned to approve Resolution in Support of the Tekniam Emergency Communications Services on Ocracoke Island. Vice Chairman Swindell seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

4) Project Budget Ordinance for 2025 Dredging of Big Foot Slough:

Manager Noble presented the Project Budget Ordinance for the 2025 Dredging of Big Foot Slough, funded through the North Carolina Shallow Draft Navigation Channel and Aquatic Weed Fund, administered by the NC Department of Environmental Quality, Division of Water Resources.

The project involves dredging operations to be performed by the U.S. Army Corps of Engineers to improve navigational safety and reliability in Big Foot Slough.

Total Project Funding: \$580,476

- NC Shallow Draft Navigation Channel and Aquatic Weed Fund: \$567,476
- Ocracoke Township Tourism Development Authority: \$6,500
- Ocracoke Occupancy Tax Fund: \$6,500

The ordinance authorizes Hyde County staff to proceed with program implementation in accordance with applicable state regulations and grant terms. It also directs the Grant Finance Officer to maintain detailed financial records, and authorizes the advancement of funds from the General Fund as needed, with reimbursement to be sought in a timely manner.

Vice Chairman Swindell moved to approve the Project Budget Ordinance for the 2025 Dredging of Big Foot Slough. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

5) Final Draft - Mattamuskeet Lodge Lease:

Manager Noble presented the final draft of the Mattamuskeet Lodge lease, formatted and reviewed by the North Carolina Attorney General’s Office.

Manager Noble reported that pending approval by the Hyde County Board of Commissioners, this version of the lease will proceed to be executed by the Governor of North Carolina, the Secretary of State, and the Deputy Attorney General.

Commissioner Midgette moved to approve the Final Draft of the Mattamuskeet Lodge Lease as presented. Vice Chairman Swindell seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

6) Hyde County EMS Policies:

Chief Brook Cox, Hyde County Emergency Medical Services, requested the Board’s consideration and approval of the following departmental policies: Equipment & Operational Issue Reporting Policy, Ethics & Integrity Policy, Disciplinary Policy, Inclement Weather Policy, Shift Change Policy, and Uniform & Professional Appearance Policy.

These policies are critical to maintaining operational efficiency, professional standards, and personnel accountability within Emergency Services. Their adoption will support a consistent and transparent framework for EMS operations and reinforce the department’s commitment to high-quality service for the citizens of Hyde County.

Vice Chairman Swindell moved to approve the Hyde County EMS Policies as presented. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

7) Request to Declare Surplus Property:

Manager Noble requested to declare the following Sheriff’s Office and EMS vehicles and equipment as surplus property in accordance with North Carolina General Statutes. These items are no longer in active service and are recommended for disposal through appropriate surplus procedures:

Sheriff’s Office Vehicles:

- 1. 2013 Dodge Charger – VIN #2C3CDXAT2EH190801
- 2. 2012 Dodge Charger – VIN #2C3CDXAT3CH169355
- 3. 2006 Ford Crown Victoria – VIN #2FAHP74VX6X130915
- 4. 2011 Jeep Patriot – VIN #1J4NT1GBXBD287198
- 5. 2016 Ford F-150 – VIN #1FTEW1EP5GFA28822

EMS Vehicles & Equipment:

- 6. 2008 Ford Ambulance – VIN #1FDXE45P28DB05510
- 7. 2008 Ford Ambulance – VIN #1FDXE45P18DB01237
- 8. 2019 KZRV Camper – VIN #4EZTL3125K8087371
- 9. Mobile Sign Board

Commissioner Moore moved to approve the surplus request. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

8) Amendment to Chapter 36: Subdivision (Section 36-145 and 36-176) - Sign Regulations:

Manager Noble reported that the Hyde County Board of Commissioners will consider an ordinance to amend Chapter 36: Subdivisions, specifically Section 36-145 (Definitions and Rules of Construction) and Section 36-176 (Signs) of the Hyde County Code of Ordinances.

Proposed Changes:

1. New Definitions Added to Section 36-145

Commercial Sign: Defines signs that advertise products, services, or businesses, either onsite or offsite.

Freestanding Sign: Defines signs supported by ground-based structures, independent of buildings.

Permanent Sign: Defines signs intended to remain fixed and unchanged over time.

2. Amendments to Section 36-176 – Sign Regulations

Requires permits for all permanent commercial signs.

Establishes application requirements, including design drawings and site plans.

Sets location, height, size, lighting, and maintenance standards for all permanent signs.

Adds specific standards for freestanding commercial signs, including:

Maximum height of 24 feet

Maximum size of 64 square feet

Minimum 10-foot setback from roads

Minimum 50-foot spacing between freestanding signs on the same lot

- Prohibits non-government signs from being placed on or attached to water bodies, with the exception of on-premises signage for permitted docks.

It was requested that the Board of Commissioners establish a public hearing date for July 7th, 2025 during the next regular meeting. This public hearing will be held to receive public comment on the proposed changes.

9) America 250 NC Grant Project Budget Ordinance:

Manager Noble presented the America 250 NC Grant Project Budget Ordinance, pursuant to Section 13.2 of Chapter 159 of the North Carolina General Statutes. This grant project is funded by the North Carolina Department of Natural and Cultural Resources in the amount of \$10,000 to support activities related to the America 250 NC initiative, a statewide commemoration of the 250th anniversary of the United States. Grant Funding: NC Department of Natural and Cultural Resources – \$10,000; Appropriation: Project Expenditures – \$10,000

Hyde County staff will carry out the program in accordance with the terms of the grant and applicable state regulations. The Grant Finance Officer is authorized and directed to maintain detailed financial records, report quarterly on the financial status, and include this program in future budget submissions. Funds may be advanced from the General Fund with reimbursement to be requested from the granting agency.

Vice Chairman Swindell moved to approve the America 250 NC Grant Project Budget Ordinance. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

MANAGEMENT REPORTS:

Commissioner Jan Moore reported that she recently attended a community fundraising event and an Albemarle Commission meeting. She also praised the recent groundbreaking ceremony at the Mattamuskeet School Campus, describing it as a wonderful event.

Commissioner Thomas Midgette reported that he attended and helped out for the Mattamuskeet Schools' Teacher Students' Week, describing it as a meaningful experience that lets students know that they matter. Additionally, he noted that the Mattamuskeet Campus High School graduation was great and wished the graduates success in their future endeavors.

Vice Chairman Shannon Swindell reported that the Beaufort County Community Early College, the Middle School Award Ceremony, and the Mattamuskeet Campus High School Graduation were great and really showed the options available to students when it comes to CTE opportunities, associate degree programs, specialized certifications, and scholarships. Vice Chairman Swindell expressed that these opportunities are really exciting for the future careers of students.

Commissioner Jeffrey Berry expressed that he attended the groundbreaking ceremony which kicked off the great continued work going on at the Mattamuskeet Campus. Commissioner Berry also graduated the class of 2025.

Chairman Randal Mathews reported that the ferry summer schedule has begun and many tourists are visiting Ocracoke. Chairman Mathews expressed that the Ocracoke Annual Firemen's Ball was a great success!

County Manager Kris Cahoon Noble shared that a feasibility study hearing on the Ferry South Dock was held and the Waterways Commission meeting was also held discussing the same struggles facing ferry transportation to Ocracoke Island. Manager Noble also expressed that the groundbreaking ceremony for the Mattamuskeet Campus was fantastic as was the Ocracoke Firemen's Ball. Manager Noble also shared that the Ocracoke Community Garden dedication was greatly appreciated by many. Lastly, Manager Noble reported that staff and herself are working hard on developing the budget for the upcoming fiscal year.

PUBLIC COMMENT:

Hearing no comment from the public, Chairman Mathews continued the meeting.

ADJOURN:

Vice Chairman Swindell moved to adjourn the meeting. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

The meeting adjourned at 7:57 p.m.

Respectfully submitted:

Minutes approved on the 7th day of July 2025.

Attest:

Richard Mann
Clerk, Hyde County Board of Commissioners

Randal Mathews
Chairman, Hyde County Board of Commissioners

Attachments

- Exhibit A: *“Resolution in Support of Tekniam Emergency Communication Services on Ocracoke Island”*
- Exhibit B: *“Project Budget Ordinance for 2025 Dredging of Big Foot Slough”*
- Exhibit C: *“America 250 NC Grant Project Budget Ordinance”*

SPECIAL MEETING MINUTES
HYDE COUNTY BOARD OF COMMISSIONERS
Thursday, June 12th, 2025

Following the opening prayer by Vice Chairman Swindell and pledge of allegiance, Chairman Mathews called the June 12th, 2025 Special Meeting of the Hyde County Board of Commissioners to order at 9:00 a.m., in the Hyde County Government Center Multi-Use Room and Ocracoke Community Center using electronic conferencing equipment. The meeting was live-streamed via Hyde County Facebook page.

The following members were present on the mainland: Chairman Randal Mathews; Vice Chairman Shannon Swindell; Commissioner Jan Moore; Commissioner Thomas Midgette; Commissioner Jeffrey Berry; County Manager Kris Cahoon Noble; County Attorney Franz Holscher; Board Clerk Richard Mann; and Tax Administrator / IT Director Donnie Shumate.

Ocracoke Liaison Teresa Adams was present on Ocracoke.

The meeting was recorded to be posted on the Hyde County Facebook page. The video is available on Facebook for download to a personal device.

CONSIDERATION OF AGENDA:

County Manager Kris Cahoon Noble presented the June 12th, 2025 agenda for board approval and recommended that Item No. 3 (Interlocal Agreement for Fire Marshall Services) be tabled.

Vice Chairman Swindell moved to approve the amended Thursday, June 12, 2025 Meeting Agenda as presented by Manager Noble. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

ITEMS OF CONSIDERATION:

1) Resolution to Acquire Two Ambulances through Lease:

Manager Noble reported Hyde County EMS is in need of two ambulances to augment the existing fleet and plans to lease these ambulances through a special program offered to governmental entities. The cost of the lease is shown and is accounted for in the FY 2025-2026 budget. Date of First Payment: June 1, 2026; Original Balance: \$476,000.00; Total Number of Payments: Seven (7); Number of Payments Per Year: One (1). This agreement will be with Sparta Commercial Services.

Commissioner Moore motioned to approve the resolution acquiring ambulances through Sparta Commercial Services. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

2) Agreement for Professional Services - Johnson PCI:

Manager Noble reported that Hyde County is supported by Johnson Personnel Consulting (Johnson PCI) services. The contract renewal includes services designed to assist Hyde County with decision making in personnel matters.

Vice Chairman Swindell motioned to approve the agreement for professional services with Johnson PCI. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

3) Interlocal Agreement for Fire Marshall Services: (Tabled)

4) Legal Services Agreement:

Manager Noble presented a Legal Services Agreement between Hyde County and Holscher, Edwards & Hill, P.A., which is an extension of the previous fiscal year's agreement with an increase in hourly rate that is consistent with market rates.

Vice Chairman Swindell moved to approve the Legal Services Agreement with Holscher, Edwards & Hill, P.A. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

5) Article 46 Sales Tax Resolution:

Manager Noble reported that after careful consideration, the Board of Commissioners has shown interest in pursuing the Article 46 Sales Tax. A resolution is required for the Hyde County Board of Elections to conduct an advisory referendum in accordance with G.S. 163.287 and G.S. 105 Article 46.

Vice Chairman Swindell moved to approve the Article 46 Sales Tax Resolution as presented. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

6) Beaufort Hyde Partnership for the Children - Davis Lease Agreement:

Manager Noble reported the lease for Beaufort Hyde Partnership for the Children in the Davis Building for an additional year. All terms and language are the same except the date changes.

Commissioner Midgette moved to approve the Beaufort Hyde Partnership for the Children as presented. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

7) Grant and Administrative Consulting Contract:

Manager Noble presented a Consultant Contract Agreement between the County of Hyde and Hannah Elkins. The agreement is intended to provide administrative and professional support services to ensure continuity in County operations.

The County of Hyde seeks to retain Hannah Elkins as an independent contractor to assist with various administrative and professional duties. The contract outlines the scope of services (detailed in Exhibit A), compensation, term, and other relevant provisions. The Consultant will predominantly work remotely, submitting tracked hours to the County Manager, and will be reimbursed for mileage and certain business-related expenses.

The term of the agreement begins June 12, 2025, and ends June 30, 2026, unless terminated earlier by either party in accordance with the termination provisions.

Commissioner Berry moved to approve the Grant and Administrative Consulting Contract. Vice Chairman Swindell seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

8) Consulting and Lobbying Services Contract:

Manager Noble reported that this agreement between Hyde County and WolfeStein Group, LLC engages former North Carolina Senator Bob Steinburg to provide consulting and advocacy services on behalf of the County. The purpose of the contract is to support Hyde County's legislative and strategic priorities at the state level. If approved, the contract will be effective from July 1st, 2025, through June 30, 2026.

Vice Chairman Swindell moved to approve the Consulting and Lobbying Services Contract. Vice Chairman Swindell seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

9) Letter to the Hyde County ABC Board:

Manager Noble reported that the Hyde County ABC Board has submitted a formal request for approval to retain between \$50,000 and \$60,000 in excess of the maximum permitted working capital to fund capital improvements at the Swan Quarter ABC store and warehouse, as allowed under NCGS 18B-805(d). The request includes retroactive approval to retain \$15,000 in excess capital reported in the FY2024 audit.

The Swan Quarter ABC warehouse is currently inadequate to support the operational demands of both the Swan Quarter and Ocracoke ABC stores. The facility also lacks dedicated office space for administrative staff and secure storage for records. The ABC Board proposes to use retained funds to expand the warehouse and add office space, with preliminary construction estimates ranging around \$90,000.

The facility is owned by Hyde County, and the expansion would enhance both the value of the property and the ABC Board's operational efficiency. The Board has committed to maintaining its annual distribution of approximately \$32,000 throughout the project.

Commissioner Midgette moved to approve the Letter to the Hyde County ABC Board. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

10) Tax Refund Approvals:

Tax Administrator Donnie Shumate reported that following taxpayers overpaid on their 2024 property taxes and have a refund owed to them. Per NCGS 105-381, the Board must approve any refunds.

Charles Wright - Bill# 148593-2024 (**\$223.21**)
Kevin McFadden - Bill #95706-2024 (**\$147.93**)
Clarence Puccetti - DMV Bill #81091516-2024 (**\$168.35**)
Carol Pahl - Bill #12190-2024 (**\$104.88**)
CoreLogic - Bill #153283-2024 (**\$1,347.06**)

Vice Chairman Swindell moved to approve the Tax Refund Approvals. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

11) FY 2025-2026 Budget Ordinance and Resolution:

Manager Noble reported that after conducting a public hearing and giving citizens the ability to pose questions and comments on the budget, it is time to consider the Hyde County FY 2024-2025 Budget Ordinance and Tax Rate for adoption. The resolution found in the Budget Ordinance will allow the County Manager to reconcile departmental budgets prior to year-end closeout under the following conditions: She may transfer amounts between objects of expenditures within a department, except salary amounts, without limitations. She may transfer amounts up to \$10,000 between departments of the same fund with an official report of such transfers to be made available for approval at the next meeting of the Board of Commissioners. She may not transfer any amounts between funds nor from contingency within any fund. She will assign legal costs to departments based upon the legal issues involved.

Commissioner Moore stated that she could not support the proposed budget due to the introduction of Solid Waste fees, which she believes will place an additional burden on many residents already struggling with the rising cost of living and the recent property tax revaluation.

Commissioner Berry also voiced his opposition to the proposed budget.

Commissioner Midgette inquired whether the Solid Waste fee structure could be adjusted to lessen its impact on residential taxpayers.

County Manager Noble emphasized that the proposed budget was developed through a thorough analysis of each department and with careful consideration of available options. To avoid raising property taxes—which would place a disproportionate burden on both residents and businesses—the County had to explore alternative funding strategies. Manager Noble noted that Hyde County is the only county in the region that does not currently charge Solid Waste fees. She explained that the proposed fees are a necessary response to the high cost of providing reliable waste disposal services and were designed to establish a fair and sustainable funding model for the upcoming fiscal year and beyond.

Commissioner Midgette acknowledged that the timing of the proposed fee is unfortunate, but also recognized that every aspect of the budget had been carefully reviewed.

Chairman Mathews agreed that while the Solid Waste fee is not ideal, it is necessary. He stressed that waste management represents a significant portion of the County's expenses, and the implementation of fees will provide transparency regarding the actual costs of maintaining these services. Hiding those costs within property taxes, he said, would be misleading and ultimately unsustainable.

Vice Chairman Swindell echoed the sentiment that the budget was developed with detailed consideration and the rising cost of insurance really affected this year's budget. He raised concern over the County's limited general fund reserves, especially with hurricane season approaching, and emphasized the importance of financial preparedness.

Vice Chairman Swindell moved to approve the FY 2025-2026 Budget Ordinance and Resolution. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette; Nays – Berry and Moore; Absent or not voting – None.

BUDGET MATTERS:

Manager Noble presented end-of-year budget adjustments, which reallocate funding to the appropriate budget lines without increasing the overall budget.

Vice Chairman Swindell moved to approve the end of year budget matters. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

ADJOURN:

Commissioner Midgette moved to adjourn the meeting. Vice Chairman Swindell seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Midgette, Berry, and Moore; Nays – None; Absent or not voting – None.

The meeting adjourned at 9:50 a.m.

Respectfully submitted:

Minutes approved on the 7th day of July 2025.

Attest:

Richard Mann
Clerk, Hyde County Board of Commissioners

Randal Mathews
Chairman, Hyde County Board of Commissioners

Attachments

Exhibit A: *“Resolution Acquiring Two Ambulances”*

Exhibit B: *“FY 2025-2026 Budget Ordinance and Resolution”*

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: Public Hearing on Amending Chapter 36: Subdivisions of the Hyde County Code of Ordinances - Ocracoke Development Ordinance

SUMMARY: The Hyde County Board of Commissioners will hold a public hearing to consider proposed amendments to Chapter 36: Subdivisions of the Hyde County Code of Ordinances, specifically Article VII. Ocracoke Development, Sections 36-145 and 36-176, relating to sign definitions and regulations within the village of Ocracoke.

The proposed changes include adding definitions for:

- “Commercial Sign” (advertising products, services, or businesses either onsite or offsite),
- “Freestanding Sign” (supported by ground-based structures, independent of buildings), and;
- “Permanent Sign” (intended to remain fixed over time).

Amendments to Section 36-176 will require permits for all permanent commercial signs and establish application requirements such as design drawings and site plans. The updated regulations will set standards for location, height, size, lighting, and maintenance for all permanent signs. Freestanding commercial signs will be subject to a maximum height of 24 feet, maximum size of 64 square feet, a minimum 10-foot setback from roads, and at least 50 feet of spacing between signs on the same lot. Additionally, non-government signs will be prohibited from being placed on or attached to water bodies, except for on-premises signage at permitted docks.

The hearing will take place at 6:00 PM (or as soon thereafter as possible) at the Hyde County Government Center Multi-Use Room and the Ocracoke Community Center, and will also be streamed live on the Hyde County Public Information Facebook page to allow for public comment and participation.

RECOMMEND: HOLD PUBLIC HEARING

MOTION MADE BY: ___ MATHEWS
 ___ MIDGETTE
 ___ BERRY
 ___ SWINDELL
 ___ MOORE

MOTION SECONDED BY: ___ MATHEWS
 ___ MIDGETTE
 ___ BERRY
 ___ SWINDELL
 ___ MOORE

VOTE: ___ MATHEWS
 ___ MIDGETTE
 ___ BERRY
 ___ SWINDELL
 ___ MOORE

AN ORDINANCE TO AMEND CHAPTER 36: SUBDIVISIONS, SECTION 36-145, DEFINITIONS AND RULES OF CONSTRUCTION AND SECTION 36-176, SIGNS OF THE CODE OF ORDINANCES OF THE COUNTY OF HYDE, NORTH CAROLINA

Section 1. That Chapter 36: Subdivisions, Section 36-145- Definitions and Rules of Construction, of the Code of Ordinances of the County of Hyde, North Carolina is hereby amended by adding the following definitions:

Commercial sign means any sign which advertises products, goods, businesses or services or identifies a business located onsite or offsite from the location of the sign.

Freestanding sign means a sign supported by structures or supports that are placed on or anchored in the ground, and which are structurally independent from any building.

Permanent sign means any sign that is intended to be and is so constructed as to be of a lasting and enduring condition, remaining unchanged in character, condition (beyond normal wear) and position, and in a permanent manner affixed to the ground, wall, or building.

Section 2. That Chapter 36: Subdivisions, Section 36-176- Signs, of the Code of Ordinances of the County of Hyde, North Carolina, is hereby amended as follows:

Sec. 36-176. Signs.

(a) All **permanent** commercial signs shall require a permit. Permits shall be applied for by submitting a **request sign permit application** to the Ocracoke development enforcement officer ~~along with the design and location information consisting of an original and two copies accompanied by a scaled drawing of the sign, location of proposed sign demarcated on a survey/site plan, and a scaled drawing of the face of the building on which sign will be mounted, if applicable.~~

(1) Sign permit applications will be provided by the Ocracoke development enforcement officer.

(b) All **permanent** signs shall meet the following standards:

(1) Location of the sign shall not be in a street right-of-way;

(2) Location of the sign shall not obstruct the clear vision at driveways and intersections;

(3) Illuminated signs may be illuminated from within if neon type signs or from an external source, but such illumination must be in a manner which avoids glare or reflection which in any way or manner interferes with traffic safety. Any external source of illumination such as a spotlight or floodlight shall be placed so that it is not directly visible from any adjacent property;

(4) All signs shall be constructed and illuminated in accordance with the applicable provisions of the state building code. All illuminated signs shall be installed in accordance with the applicable provisions of the state electrical code. All illuminated detached signs shall have underground electrical service;

(5) All signs shall be maintained in good structural and aesthetic condition. Chipped paint, broken plastic, missing letters and exposed lightbulbs are evidence of inadequate maintenance; and

(6) Obsolete signs and their supporting structure shall be removed within 90 days after they become obsolete. An extension of 90 days may be granted by the development ordinance enforcement officer.

(c) All **permanent, freestanding** commercial signs shall meet the following standards:

(1) No sign shall be permitted which exceeds 24 feet in height or ~~32~~ **64** square feet in area;

(2) No sign shall be permitted within ten feet of a road, street, path, way or other such passageway;

(3) No freestanding sign shall be placed within 50 feet of another freestanding sign on the same lot; and

(4) Any lighted sign must be so lighted as not to interfere with the operation of a motor vehicle or the use and enjoyment of another's property.

(d) No sign other than those required by a local, state or federal agency or government shall be permitted to be attached to the bottom of or to float on any body of water included within the "Ocracoke Village Development Ordinance Map." This provision shall not preclude on-premises signs on permitted docks.

Section 7. This Ordinance shall become effective upon its adoption.

Section 8. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

ADOPTED this the 2nd day of June, 2025.

Randal Mathews, Chair
Hyde County Board of Commissioners

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Dr. Melanie Shaver, Hyde County Schools Superintendent
Attachment: Yes

ITEM TITLE: Needs-Based Public School Capital Fund - Distribution Request and Grant Agreement

SUMMARY: Hyde County Schools Superintendent, Dr. Melanie Shaver, will present the proposed distribution request for the Needs-Based Public School Capital Fund (NBPSCF). This fund, supported by revenue from the North Carolina Education Lottery, is designed to address critical K–12 school facility needs across the state.

RECOMMEND: DISCUSS & APPROVE THE DISTRIBUTION REQUESTS

MOTION MADE BY: ☐ BERRY
☐ MATHEWS
☐ MIDGETTE
☐ MOORE
☐ SWINDELL

MOTION SECONDED BY: ☐ BERRY
☐ MATHEWS
☐ MIDGETTE
☐ MOORE
☐ SWINDELL

VOTE: ☐ BERRY
☐ MATHEWS
☐ MIDGETT
☐ MOORE
☐ SWINDELL

**DISTRIBUTION REQUEST
NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**
Date of Request: _____

DPI USE ONLY
Approved:
Date:

County: _____
Address: _____
LEA: _____
Address: _____

Contact Person: _____
Title: _____
Phone: _____
Email: _____

Project Title: _____
Project Address: _____

The Needs-Based Public School Capital Fund is governed by Article 38B of GS 115C-546. The purpose of the NBPSCF is to assist counties with their critical public school building capital needs. Grant funds may be used for construction of new public school buildings, as well as additions, repairs, and renovations to existing public school buildings. Grant funds cannot be used for real property acquisition, or for capital improvements to administrative buildings. Grant funds may be utilized for a lease agreement per GS 115C-546.13. **Do Not use this Distribution Request Form for lease payments.**

Total Project Costs (per signed agreement)		State Grant		Local Match		Total
Planning / Design	\$	_____	+	\$	=	\$
Construction	\$	_____	+	\$	=	\$
Other	\$	_____	+	\$	=	\$
Total	\$	_____	+	\$	=	\$

Design Firm: _____
Date of Design Contract: _____ Bid Date (__ actual __ estimated): _____
General Contractor: _____ Date of Construction Contract: _____
Construction Start Date (__ actual __ estimated): _____ Completion Date (__ actual __ estimated): _____

Local Matching Fund Requirement: __ 1:1 | __ 1:3 ---- or ---- __ 0% | __ 5% | __ 15% | __ 25% | __ 35%

Source(s) of matching funds: _____

Project Costs (as of date): _____		State Grant		Local Match		Total
Planning / Design	\$	_____	+	\$	=	\$
Construction	\$	_____	+	\$	=	\$
Other	\$	_____	+	\$	=	\$
Total	\$	_____	+	\$	=	\$

Grant Funds Requested		All Prior Requests		This Request		Total
Planning / Design	\$	_____	+	\$	=	\$
Construction	\$	_____	+	\$	=	\$
Other	\$	_____	+	\$	=	\$
Total	\$	_____	+	\$	=	\$

Supporting Documentation: At DPI's request, submit documentation to DPI substantiating project expenditures identified here.

Reporting Requirements

We, the undersigned, agree to submit a report describing the progress of this project, including State and Local amounts expended, as follows: 1) with each distribution request; 2) annually on or before April 1 of each year; and 3) within 90 days following completion of the project (final payment). We certify that the project herein described is within the parameters set forth in Article 38B of GS 115C-546, and that all the required local funding is available and designated as a Local Match for this project. We certify that Local Matching Funds are derived from non-State and non-Federal funds and will be expended along with Needs-Based Grant funds as the project progresses.

(Signature - Chair, County Commissioners) _____ (Date) _____

(Signature - Chair, Board of Education) _____ (Date) _____

Lottery Project Summary				Mattamuskeet IAC			Subtotal
Date	Invoice	Payee	Amount	Design	Repairs/Exp	Construction	
		Project to date at 6.18.24*	1,577,183.95	440,299.35	20,070.26	1,116,814.34	1,577,183.95
6.19.24	IAC 15	Cahoon and Kasten Architects PC	12,803.15	12,803.15	-	-	
6.21.24	S&T 02	Stocks & Taylor Construction Inc #2	439,733.37	-	-	439,733.37	
6.28.24	S&T 03	Stocks & Taylor Construction Inc #3	417,872.45	-	-	417,872.45	
		Payment request #3 (thru 6.30.24)	870,408.97	12,803.15	-	857,605.82	
		Project to date 6.30.24	2,447,592.92	453,102.50	20,070.26	1,974,420.16	2,447,592.92
8.01.24	IAC 16	Cahoon and Kasten Architects PC	17,836.77	17,836.77	-	-	
8.01.24	Reno 5	Cahoon and Kasten Architects PC	161,132.79	161,132.79	-	-	
8.01.24	S&T 04	Stocks & Taylor Construction Inc #4	515,068.38	-	-	515,068.38	
		Payment request #4 (thru 8.01.24)	694,037.94	178,969.56	-	515,068.38	
8.28.24	S&T 05	Stocks & Taylor Construction Inc #5	601,390.88	-	-	601,390.88	
9.26.24	S&T 06	Stocks & Taylor Construction Inc #6	608,513.92	-	-	608,513.92	
9.30.24	IAC 17	Cahoon and Kasten Architects PC	16,955.62	16,955.62	-	-	
9.26.24	Reno 6	Cahoon and Kasten Architects PC	101,857.16	101,857.16	-	-	
		Payment request #6 (thru 9.25.24)	727,326.70	118,812.78	-	608,513.92	
10.30.24	IAC 18	Cahoon and Kasten Architects PC	8,442.97	8,442.97	-	-	
10.30.24	Reno 7	Cahoon and Kasten Architects PC	101,961.68	101,961.68	-	-	
10.30.24	TEMC-2	Hyde BOE (Reim for electric hookup)	5,888.05	-	-	5,888.05	
10.30.24	NFC-1	National Fitness Campaign	176,137.50	-	-	176,137.50	
10.30.24	S&T 07	Stocks & Taylor Construction Inc #7	887,763.07	-	-	887,763.07	
		Payment request #7 (thru 10.31.24)	1,180,193.27	110,404.65	-	1,069,788.62	
11.21.24	IAC 19	Cahoon and Kasten Architects PC	10,904.19	10,904.19	-	-	
11.21.24	Reno 8	Cahoon and Kasten Architects PC	153,098.12	153,098.12	-	-	
11.21.24	S&T 08	Stocks & Taylor Construction Inc #8	826,600.92	-	-	826,600.92	
		Payment request #8 (thru 11.21.24)	990,603.23	164,002.31	-	826,600.92	
12.11.24	Reno 9	Cahoon and Kasten Architects PC	127,425.97	127,425.97	-	-	
12.19.24	S&T 09	Stocks & Taylor Construction Inc #9	295,689.67	-	-	295,689.67	
		Payment request #9 (thru 12.19.24)	423,115.64	127,425.97	-	295,689.67	
1.24.25	IAC 20	Cahoon and Kasten Architects PC	4,175.25	4,175.25	-	-	
1.24.25	IAC 21	Cahoon and Kasten Architects PC	5,415.10	5,415.10	-	-	
1.24.25	Reno 10	Cahoon and Kasten Architects PC	286,391.13	286,391.13	-	-	
		Payment request #10 (thru 1.24.25)	295,981.48	295,981.48	-	-	
2.21.25	Reno 11	Cahoon and Kasten Architects PC	188,175.15	188,175.15	-	-	
2.21.25	S&T 10	Stocks & Taylor Construction Inc #10	73,942.22	-	-	73,942.22	
		Payment request #11 (thru 2.21.25)	262,117.37	188,175.15	-	73,942.22	
2.26.25	Pitt 1	Pitt Electric	44,918.20	-	44,918.20	-	
2.28.25	Demo 1	4 Seasons Demolition	70,200.00	-	70,200.00	-	
3.07.25	S&T 11	Stocks & Taylor Construction Inc #11	46,425.57	-	-	46,425.57	
		Payment request #12 (thru 3.24.25)	161,543.77	-	115,118.20	46,425.57	
5.12.25	S&T 12 final	Hyde BOE (reim for final pmt)	40,582.36	-	-	40,582.36	
5.27.25	Modern 1	Cahoon and Kasten Architects PC	116,691.21	116,691.21	-	-	
5.27.25	Site Prep 1	Cahoon and Kasten Architects PC	67,737.60	67,737.60	-	-	
		Payment request #13 (thru 5.27.25)	225,011.17	184,428.81	-	40,582.36	
6.30.25	IAC 23	Cahoon and Kasten Architects PC	3,889.80	3,889.80	-	-	
6.30.25	Bld 900 #1	Cahoon and Kasten Architects PC	12,896.80	12,896.80	-	-	
6.30.25	Bld 900 #1	Cahoon and Kasten Architects PC	18,500.00	18,500.00	-	-	
		Payment request #14 (thru 6.30.25)	35,286.60	35,286.60	-	-	
		Project to date 6.30.25	8,044,200.97	1,856,589.81	135,188.46	6,052,422.70	8,044,200.97
		Vendor Summary:					
		Cahoon and Kasten Architects PC	1,856,589.81	1,856,589.81			
		Lafaves Construction Company Inc	550,350.00			550,350.00	
		Sawyer and Sons Topsoil project	197,875.00			197,875.00	
		APG Media	269.20		269.20		
		THE SOUND SIDE GROUP INC	112.09		112.09		
		TIDELAND EMC PAYMENT PROCESSI	7,617.02		1,728.97	5,888.05	
		David Hooks	10,000.00		10,000.00		
		Smiths Demolition and Clean Up LLC	7,960.00		7,960.00		
		Pitt Electric	44,918.20		44,918.20		
		4 Seasons Demolition	70,200.00		70,200.00		
		Stocks & Taylor Construction Inc	5,298,309.65			5,298,309.65	
		Project to date 6.30.25	8,044,200.97	1,856,589.81	135,188.46	6,052,422.70	8,044,200.97

* Effective June 18th, 2024 all payments to vendors are direct from the County to the Vendors

**DISTRIBUTION REQUEST
NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY
Date of Request: _____**

DPI USE ONLY
Approved:
Date:

County: _____
Address: _____
LEA: _____
Address: _____

Contact Person: _____
Title: _____
Phone: _____
Email: _____

Project Title: _____
Project Address: _____

The Needs-Based Public School Capital Fund is governed by Article 38B of GS 115C-546. The purpose of the NBPSCF is to assist counties with their critical public school building capital needs. Grant funds may be used for construction of new public school buildings, as well as additions, repairs, and renovations to existing public school buildings. Grant funds cannot be used for real property acquisition, or for capital improvements to administrative buildings. Grant funds may be utilized for a lease agreement per GS 115C-546.13. **Do Not use this Distribution Request Form for lease payments.**

Total Project Costs (per signed agreement)		State Grant		Local Match		Total
Planning / Design	\$	_____	+	\$	=	\$
Construction	\$	_____	+	\$	=	\$
Other	\$	_____	+	\$	=	\$
Total	\$	_____	+	\$	=	\$

Design Firm: _____
Date of Design Contract: _____ Bid Date (__ actual __ estimated): _____
General Contractor: _____ Date of Construction Contract: _____
Construction Start Date (__ actual __ estimated): _____ Completion Date (__ actual __ estimated): _____

Local Matching Fund Requirement: __ 1:1 | __ 1:3 ---- or ---- __ 0% | __ 5% | __ 15% | __ 25% | __ 35%

Source(s) of matching funds: _____

Project Costs (as of date): _____		State Grant		Local Match		Total
Planning / Design	\$	_____	+	\$	=	\$
Construction	\$	_____	+	\$	=	\$
Other	\$	_____	+	\$	=	\$
Total	\$	_____	+	\$	=	\$

Grant Funds Requested		All Prior Requests		This Request		Total
Planning / Design	\$	_____	+	\$	=	\$
Construction	\$	_____	+	\$	=	\$
Other	\$	_____	+	\$	=	\$
Total	\$	_____	+	\$	=	\$

Supporting Documentation: At DPI's request, submit documentation to DPI substantiating project expenditures identified here.

Reporting Requirements

We, the undersigned, agree to submit a report describing the progress of this project, including State and Local amounts expended, as follows: 1) with each distribution request; 2) annually on or before April 1 of each year; and 3) within 90 days following completion of the project (final payment). We certify that the project herein described is within the parameters set forth in Article 38B of GS 115C-546, and that all the required local funding is available and designated as a Local Match for this project. We certify that Local Matching Funds are derived from non-State and non-Federal funds and will be expended along with Needs-Based Grant funds as the project progresses.

(Signature - Chair, County Commissioners) _____ (Date) _____

(Signature - Chair, Board of Education) _____ (Date) _____

Lottery#2 Project Summary				Mattamuskeet Rising			Subtotal
Date	Invoice	Payee	Amount	Design	Other	Construction	
5.16.25	Athletic #1	Cahoon and Kasten Architects PC	64,674.00	64,674.00	-	-	
6.03.25	Cahoon Mod #2	Cahoon and Kasten Architects PC	25,163.44	25,163.44			
3.24.25	Reno #12	Cahoon and Kasten Architects PC	303,081.65	303,081.65			
5.06.25	Reno #13	Cahoon and Kasten Architects PC	200,795.99	200,795.99			
6.03.25	Reno #14	Cahoon and Kasten Architects PC	7,581.21	7,581.21			
6.24.25	S&T Mod #1	Stocks & Taylor Construction Inc	823,395.20	-	-	823,395.20	
		Payment request #1 (thru 7.02.25)	1,424,691.49	601,296.29	-	823,395.20	1,424,691.49
Project to date 7.02.25			1,424,691.49	601,296.29	-	823,395.20	1,424,691.49
Vendor Summary:							
		Cahoon and Kasten Architects PC	601,296.29	601,296.29			
		Stocks & Taylor Construction Inc	823,395.20			823,395.20	
Project to date 7.02.25			1,424,691.49	601,296.29	-	823,395.20	1,424,691.49

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Donnie Shumate, Tax Administrator
Attachment: Yes (handed out at meeting)

ITEM TITLE: June 2025 Tax Collections Report

SUMMARY: The tax administrator will present the June tax collections report.

RECOMMEND: ACCEPT REPORT

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Citizens
Attachment: Yes

ITEM TITLE: PUBLIC COMMENTS

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

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

Time for one person cannot be used by another person.

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

RECOMMEND: Receive comments.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Richard Mann, Clerk to the Board

Attachment: No

Item Title: Re-appointment of Loren Gibbs to Hyde County Board of Health

Summary: The Hyde County Board of Health seeks Commissioner approval of re-appointment of Loren Gibbs to the Hyde County Health Board. Ms. Gibbs will begin her third term of representation as a Registered Nurse. Board members may serve up to three terms, each term is three years.

RECOMMEND: APPOINT

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Richard Mann, Clerk to the Board

Attachment: No

Item Title: Hyde County Jury Commission Appointment

Summary: Ms. Goldie Topping's term on the Hyde County Jury Commission has expired and she has requested not to be reappointed to the two year term of service. Therefore, it is requested that the Hyde County Board of Commissioners appoint Mr. Michael Adams to serve and fill the seat on the commission once held by Ms. Goldie Topping.

RECOMMEND: APPOINT MR. MICHAEL ADAMS TO THE HYDE COUNTY JURY
COMMISSION

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Kris Cahoon Noble, County Manager

Attachment: Yes

Item Title: Ratifying Resolution Opposing House Bill 442

Summary: Because of a last-minute amendment to HB 442 proposing a ban on inshore shrimp trawling and trawling within half a mile of beach shoreline, the Hyde County Board of Commissioners was urgently polled. They unanimously approved a resolution—signed by Chairman Mathews on June 17—opposing the measure, citing its potential to devastate Hyde County’s commercial fishing industry and broader economy. Thanks to the swift action from the Board, along with numerous concerned North Carolina citizens and coastal counties, HB 442 was ultimately defeated.

Now, the Board is being asked to formally ratify the resolution.

RECOMMEND: RATIFY THE RESOLUTION

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

Board of Commissioners

Randal Mathews, Chair
Shannon Swindell, Vice-Chair
Jan Moore
Jeffrey Berry
Thomas Midgett

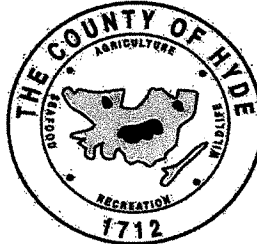
COUNTY OF HYDE

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

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Richard Mann
Clerk to the Board



HYDE COUNTY BOARD OF COMMISSIONERS RESOLUTION OPPOSING THE TRAWL BAN AMENDMENT TO HB 442

WHEREAS, the shrimp trawling industry is a vital economic driver for Hyde County, supporting hundreds of commercial fishing families, seafood processors, and related businesses; and

WHEREAS, a proposed amendment to House Bill 442 seeks to ban shrimp trawling in all inside coastal waters and within one-half mile of the shoreline, which would devastate North Carolina's shrimp industry and threaten the livelihoods of local fishermen; and

WHEREAS, the North Carolina shrimp fishery is already one of the most heavily regulated in the nation, with measures in place to ensure sustainable harvests, including bycatch reduction devices, turtle excluder devices, and seasonal closures; and

WHEREAS, the sudden implementation of a sweeping trawl ban would harm coastal economies, increase reliance on imported seafood, and disregard the years of science-based management by the North Carolina Marine Fisheries Commission; and

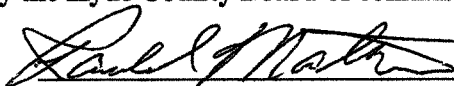
WHEREAS, this amendment was introduced without sufficient stakeholder input, scientific review, or economic impact analysis, bypassing proper legislative deliberation, and threatens a deeply historic way of life and sustenance for many Hyde County families;

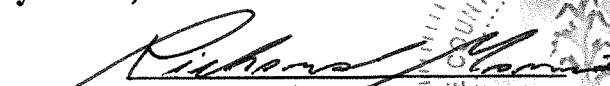
NOW, THEREFORE, BE IT RESOLVED, that the Hyde County Board of Commissioners strongly opposes the trawl ban amendment to House Bill 442 and urges the North Carolina General Assembly to reject this harmful proposal;

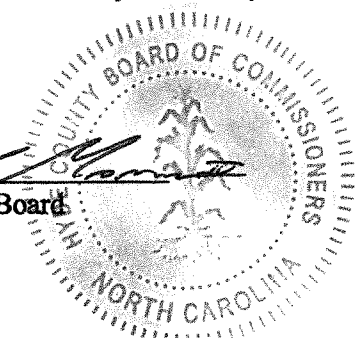
BE IT FURTHER RESOLVED, that the Hyde County Board of Commissioners calls on all members of the the General Assembly to engage with fishermen, scientists, and coastal leaders before advancing any measure that would cripple a historic and sustainable fishery;

BE IT FINALLY RESOLVED, that copies of this resolution be sent to Governor Josh Stein, Senate President Pro Tempore Phil Berger, House Speaker Destin Hall, the members of the North Carolina General Assembly, and all Hyde County legislative delegates.

By the Hyde County Board of commissioners this 17th day of June, 2025.


Randal Mathews, Chairman


Richard Mann, Clerk to the Board



Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: 7.7.2025
Presenter: Kris Cahoon Noble
Attachment: Yes - Lease

ITEM TITLE: Lease with North Carolina Department of Adult Corrections

SUMMARY: The attached lease is between Hyde County and the North Carolina Division of Adult Corrections, Probation & Parole and represents an agreement for NCDAC to occupy a space on the second floor of the Hyde County Government Center in the back of the Hyde County Courtroom. The purpose of this lease is to provide office space for the probation/parole officers assigned to the citizens of Hyde County and to provide meeting space for them and their clients.

The County Manager and Hyde County Clerk of Court have met with officials and agreed on a renovation plan for the space that has been budgeted for in the 2025-2026 fiscal year budget.

The lease will be mutually beneficial for the NC Division of Adult Corrections, Hyde County and the citizens they serve.

RECOMMEND: APPROVE AND AUTHORIZE COUNTY MANAGER TO EXECUTE

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide an environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.
3. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please work to be performed by [Correction Enterprises](#)*).
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. The Lessor shall provide sufficient window coverings shall be provided to control glare within the space (venetian blinds or acceptable equivalent).

10. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office's discretion.
11. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
12. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
17. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

**The Lessor is in agreement with the above conditions and the conditions of the also signed
"Proposal to Lease to the State of North Carolina" Form PO-28.**

Signature of the Lessor

Date

Kris Cahoon Noble
Print Name of the Lessor

NON-ADVERTISED LEASE PROPOSAL**PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA NON-ADVERTISED- PO-28**

1. NAME OF LESSOR: Hyde County		2. LESSOR'S AGENT:	
INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: ____ A. PROPRIETORSHIP ____ B. PARTNERSHIP ____ C. CORPORATION ____ D. GOVERNMENTAL ____ E. NON-PROFIT ____ F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES ____ G. OTHER: TAX I.D. #			
MAILING ADDRESS: Post Office Box 1888		MAILING ADDRESS:	
CITY: Swan Quarter ZIP: 27885		CITY: ZIP:	
PHONE#: 252-926-4178 CELL#:		PHONE#: CELL#:	
E-MAIL: knoble@hydecourtnc.gov		E-MAIL:	

3. SPACE LOCATION: (including building name, floors involved & suite or room numbers unless entire floor) Unit B			
MAINTENANCE CONTACT / PHONE#:			
STREET ADDRESS 30 Oyster Creek		CITY Swan Quarter	COUNTY Hyde
		ZIP CODE 27885	
4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED			
5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	A. OFFICE	B. WAREHOUSE	C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in the State Specifications (form PO-27 if applicable)

A. DESIRED PROPOSAL

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	100	\$1.00		YES	YES	YES	clientele (as available)
WAREHOUSE							state car
OTHER							
TOTALS	100	\$1.00	XXXX	XXXX			XXXX

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State.

Comments: (upfit if applicable – continuation on separate blank page)

Refresh paint, repair any holes in walls, parking or sidewalks; replace HVAC air filters; wash interior/exterior windows; repair and/or replace soiled carpet, flooring, toilet seats etc. etc. if applicable. No additional cost for +/- square feet.

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL (see NOTE on page #2)

B. OPTIONAL ALTERNATE PROPOSAL NO. 1

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES YES/NO	JANITORIAL SERVICES YES/NO	WATER/SEWER YES/NO
OFFICE	N/A					
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Comments:

7. LEASE TERM: YEARS 3 BEGINNING DATE: July 1, 2025

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, wastepaper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	YES _____	NO _____
Is the proposed building free of hazardous lead paint?	YES _____	NO _____

DEPARTMENT: Adult Correction, Probation and Parole

DIVISION: 1

CITY: Swan Quarter	SQUARE FEET: 100 AGENT: _____
DATE: _____	
LESSOR: _____	
9. ADDITIONAL INFORMATION (list any maintenance, replacements and/or paint touch-up if applicable - continuation on separate blank page)	
10. Is Property To Be Leased Within An Area Designated By Fema To Be In A Flood Prone Area (100 Year, 500 Year)? If So, Please Provide Details Below	
11. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?	
YES	NO
PARTIALLY	
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:	
12. This proposal is made in compliance with the specifications furnished by <u>Hyde County</u> . I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until _____. I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.	
I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):	
(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.	
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.	
_____ Printed Name of Lessor	
_____ Signature of Lessor	_____ Date
ELECTRONIC DELIVERY INSTRUCTIONS	
NON-ADVERTISED PROPOSAL: Questions should be directed to your NC agency contact or to NC State Property Office at: 984-236-0270	
NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage: 1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions. 2. Deduct from the Inside area the following: *a. Toilets and lounges *b. Entrance and elevator lobbies *c. Corridors d. Stairwells e. Elevators and escalator shafts f. Building equipment and service areas g. Stacks, shafts, and interior columns h. Other space not usable for State purposes *Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.	
DEPARTMENT: Adult Correction, Probation and Parole	DIVISION: 2
CITY: Swan Quarter	SQUARE FEET: 100 AGENT: _____
DATE: _____	

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADULT CORRECTION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF **HYDE**

THIS LEASE AGREEMENT, made and entered into this the 7th day of July, 2025, by and between, **COUNTY OF HYDE**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September 1981; and as amended on September 8, 1999, and December 7, 1999, and October 6, 2020 and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Village of Swan Quarter, County of Hyde**, North Carolina, more particularly described as follows:

Being approximately $\pm$ 100 net square feet of office space located at 30 Oyster Creek Road, Unit B; Hyde County; Swan Quarter, North Carolina and further described in the floor plan, Exhibit "A".

**NC DEPARTMENT OF ADULT CORRECTION, PROBATION AND PAROLE,
DIVISION 1, DISTRICT 2**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, commencing on **1st day of July 2025**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of June 2028**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** dollar per annum, said rental to be payable within 15 days from receipt of invoice. The Lessee agrees to pay the aforesaid rental to the Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services, and utilities to the satisfaction of the Lessee.

A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

B. Maintenance of lawns, sidewalks, shrubbery, parking, paved areas and common areas and disposal of trash is required.

- C. Lessor provides required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard, and paper. All pesticides must be applied by a licensed technician.
- D. All utilities except telecommunications.
- E. Daily janitorial service and supplies.
- F. Parking (as available).
- G. If applicable elevator service.
- H. The leased premises are generally accessible to persons with disabilities. This shall include access to the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- I. Any fire or safety inspection fees, stormwater fees, or land transfer tax/fees.
- J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 incorporated herein by reference and the "Specifications for Non-advertised Lease" (Exhibit B).

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in operative condition. Maintenance shall include but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures, or signs in or upon the leased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises are destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate, and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such a period of repair, Lessee shall have the right to obtain similar office

space at the expense of Lessee or the Lessee may terminate the lease by giving 15 days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damage suffered by Lessee which is a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation, or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To the Lessor:
Hyde County
30 Oyster Creek Road
Swan Quarter, North Carolina 27885
w/copy to: N/A

To the Lessee:
NC Department of Adult Correction (DAC), Purchasing Office
3512 Bush Street (MSC 5227)
Raleigh, North Carolina 27609-5227

with a copy to:
State Property Office
Attn: Leasing Manager and Space Planning Section
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. Within 30 days of Commencement Date, Lessor agrees to construct, upfit, repair and maintain the Premises in accordance with (a) the approved floor plan attached hereto as Exhibit A and (b) the applicable regulation and building code provisions of the governmental authority having jurisdiction over the Premises.

16. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

The rest of this page is intentionally left blank.

LESSEE:

STATE OF NORTH CAROLINA

By: _____(SEAL)
Joanne Rowland, Director
DAC Purchasing Office

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Joanne Rowland** personally appeared before me this date and acknowledged the due execution by s/he of the foregoing instrument as Director of Purchasing Office of the Department of Adult Correction of the State of North Carolina, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 2025.

Notary Public

Printed Name: _____

My Commission Expires: _____

LESSOR:

HYDE COUNTY

By: _____(SEAL)
Kris Cahoon Noble
Hyde County Manager

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in the
County of _____, and State aforesaid, do hereby certify that **Kris Cahoon Noble**
personally came before me this day and acknowledge the due execution of the foregoing instrument on
behalf of _____ County and for the purposes stated herein.

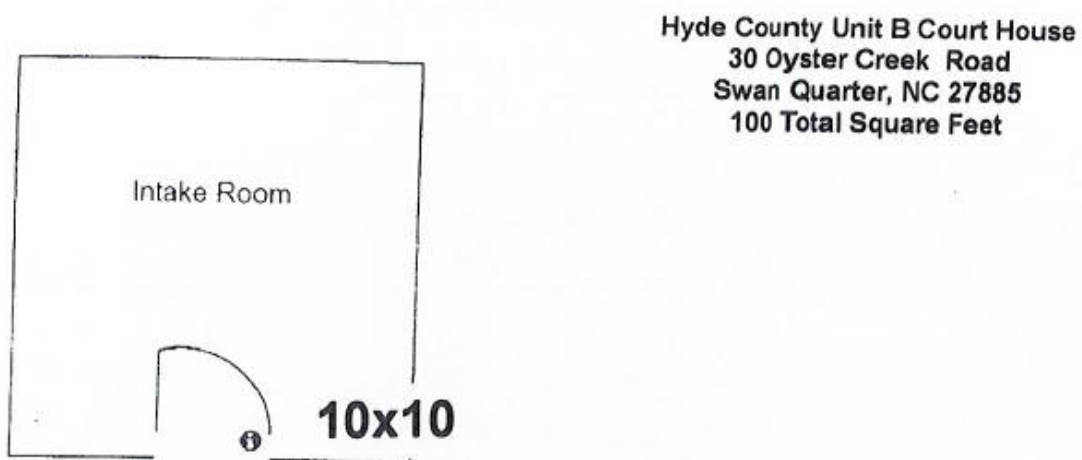
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of
_____, **2025**.

Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A



± 100 net square feet (no additional cost for ± square feet)

Exhibit B

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide an environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.
3. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please work to be performed by [Correction Enterprises](#)*).
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. The Lessor shall provide sufficient window coverings shall be provided to control glare within the space (venetian blinds or acceptable equivalent).

10. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office's discretion.
11. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
12. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
17. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

The Lessor is in agreement with the above conditions and the conditions of the also signed "Proposal to Lease to the State of North Carolina" Form PO-28.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Kris Cahoon Noble, County Manager

Attachment: Yes:
Award Recommendation
Bid Tabulation
Memorandum of Negotiation

Item Title: Contract Award – Hyde County Utilities Booster Station Project

Summary: The Hyde County Board of Commissioners is requested to review and approve the contract award for the Utilities Booster Station Project. After a competitive bidding process and thorough evaluation, A.C. Schultes of Carolina, Inc., of Rocky Point, North Carolina, has been identified as the most qualified contractor.

The County has reviewed detailed project information from A.C. Schultes and is satisfied with the firm's qualifications, experience, and ability to complete the project on schedule and within the established scope. Based on this evaluation, staff recommends that the contract be awarded as negotiated.

RECOMMEND: DISCUSS & APPROVE

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

BID TABULATION

PROJECT OWNER: HYDE COUNTY
PROJECT DESCRIPTION: BOOSTER STATIONS REPLACEMENT, REHABILITATION AND RESILIENCY PROJECT NO. VUR-D-ARP-0041
BID OPENING DATE: APRIL 16, 2025 @ 2:00 P.M.
ENGINEER: GREEN ENGINEERING, P.L.L.C

PART A - SCRANTON BOOSTER PUMP STATION, INCLUDING BUT NOT LIMITED TO:

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>A.C. Schultes of Carolina</u>		<u>Sanford Contractors, Inc.</u>	
			<u>Unit Price</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	1.0	LS Contractor fill at Scranton Booster Station Site to Include Fine Grading, Dressing, Erosion Control Measures and Final Seeding and Mulching	150,000.00	150,000.00	237,864.00	237,864.00
2.	1.0	LS Demolition of Complete Scranton Booster Pump Station Site to Include Individual Tree Removal, Site Fence, Meter Vault, Valves, Existing Booster Station, Chemical Feed Building, Existing Driveway Tile and Misc. Electrical	50,000.00	50,000.00	64,872.00	64,872.00
3.	1.0	LS New Connection to Existing 10" Dia. Water Main with Twin 6" Dia. Main Supply and Return to New Booster Pump Station, Including all Valves, Valve Boxes and Fitting Required and	125,000.00	125,000.00	140,556.00	140,556.00
4.	1.0	LS All Work Necessary to Place and Start-Up New 360 GPM Booster Pump Station, Complete with Foundation, Building Pad, Pump Skid, Valving, Meters, piping, Plumbing, Mechanical, HVAC Split System, Dehumidification Equipment, Controls, Instrumentation and Equipment Testing and Start-Up	729,916.00	729,916.00	601,000.00	601,000.00
5.	1.0	LS Contractor Supplied Crane with Spreader Bar Attachments Fully Capable of Off-Loading and Setting Completely Assembled Booster Pump Station Building for Skid. Crane Shall be Rated for 25,000 LBS Capacity	7,500.00	<u>7,500.00</u>	5,406.00	<u>5,406.00</u>
TOTAL PART A				\$1,062,416.00		\$1,049,698.00

PART B - NEW HOLLAND BOOSTER PUMP STATION, INCLUDING BUT NOT LIMITED TO:

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>A.C. Schultes of Carolina</u>		<u>Sanford Contractors, Inc.</u>	
			<u>Unit Price</u>	<u>Total Cost</u>	<u>Unit Price</u>	<u>Total Cost</u>
1.	1.0	LS Demolition of Complete New Holland Booster Pump Station to Include Gate of Existing Site Fence, Meter Vault, Valves, Existing Booster Station, Chemical Feed Building, and Misc.	50,000.00	50,000.00	118,932.00	118,932.00
2.	1.0	LS New Connection to Existing 6" Dia. Water Main with Twin 6" Dia. Main Supply and Return to New Booster Pump Station, Including all Valves, Valve Boxes and Fittings Required and	85,000.00	85,000.00	108,120.00	108,120.00
3.	1.0	LS All Work Necessary to Place and Start-Up New 42 GPM Booster Pump Station Complete with Foundation, Building Pad, Pond Skid, Valving, Meters, Piping, Plumbing, Mechanical, HVAC Split System, Dehumidification Equipment, Controls, Instrumentation and Equipment Testing and Start-Up	700,000.00	700,000.00	497,352.00	497,352.00
4.	1.0	LS Contractor Supplied Crane with Spreader Bar Attachments Fully Capable of Off-Loading and Setting Completely Assembled Booster Pump Station Building and Skid. Crane Shall be Rated for 25,000 LBS Capacity	7,500.00	<u>7,500.00</u>	5,406.00	<u>5,406.00</u>
TOTAL PART B				\$842,500.00		\$729,810.00

PART C - DANIELS BOOSTER PUMP STATION REHABILITATION, INCLUDING BUT NOT LIMITED TO:

Item	Quantity	Description	<u>A.C. Schultes of Carolina</u>		<u>Sanford Contractors, Inc.</u>	
			Unit Price	Total Cost	Unit Price	Total Cost
1.	1.0	LS Demolition Existing Chemical Feed Building, Meter Vault, Misc. Piping and Electrical, Individual Tree Removal	25,000.00	25,000.00	86,496.00	86,496.00
2.	1.0	LS Replace Existing Twin 6" Dia. Water Supply and Return to Existing Booster Station from Valves on Street to Building, all Fittings Required and Tested	150,000.00	150,000.00	118,932.00	118,932.00
3.	1.0	Rehabilitate Existing Daniels Booster Pump Station Including Valving, Piping, Mechanical, HVAC Split System, Dehumidification Equipment, Controls, Instrumentation and Equipment Testing and Start-up	365,000.00	365,000.00	151,368.00	151,368.00
4.	1.0	LS Install New 12' Width CABE Driveway, 6" Thick, from Roadway to Existing Booster Pump Station Building	5,000.00	<u>5,000.00</u>	21,624.00	<u>21,624.00</u>
TOTAL PART C				\$545,000.00		\$378,420.00

PART D - ELECTRICAL, INCLUDING BUT NOT LIMITED TO:

Item	Quantity	Description	<u>A.C. Schultes of Carolina</u>		<u>Sanford Contractors, Inc.</u>	
			Unit Price	Total Cost	Unit Price	Total Cost
1.	1.0	LS New Electrical Meter and Service Pole Relocation to Relocated Scranton Booster Pump Station Building	25,000.00	25,000.00	162,180.00	162,180.00
2.	1.0	LS New Standby Power Generator Complete with Automatic Transfer Switch. (Scranton BPS)	125,000.00	125,000.00	189,210.00	189,210.00
3.	1.0	LS New SCADA Remote Terminal Unit and Other Ancillary Items, Etc. as Called for on the Project Drawings or Included in the Contract Specifications. (Scranton BPS)	100,000.00	100,000.00	75,684.00	75,684.00
4.	1.0	LS New Electrical Meter and Service Pole Relocation to New Holland Booster Pump Station Building	15,000.00	15,000.00	162,180.00	162,180.00
5.	1.0	LS New Standby Power Generator Complete with Automatic Transfer Switch. (New Holland BPS)	115,000.00	115,000.00	189,210.00	189,210.00
6.	1.0	LS New SCADA Remote Terminal Unit and Other Ancillary Items, Etc. as Called for on the Project Drawings or Included in the Contract Specifications. (New Holland BPS)	0.00	0.00	0.00	0.00
7.	1.0	LS New Electrical Meter and Service Pole Relocation to Daniels Booster Pump Station Building	12,500.00	12,500.00	156,774.00	156,774.00
8.	1.0	LS New Standby Power Generator Complete with Automatic Transfer Switch. (Daniels BPS)	115,000.00	115,000.00	178,398.00	178,398.00
9.	1.0	LS New SCADA Remote Terminal Unit and Other Ancillary Items, Etc. as Called for on the Project Drawings or Included in the Contract Specifications. (Daniels BPS)	0.00	<u>0.00</u>	0.00	<u>0.00</u>
TOTAL PART D				\$507,500.00		\$1,113,636.00
TOTAL CONSTRUCTION - PARTS A, B, C & D				\$2,957,416.00		\$3,271,564.00

I, W. LANDON YOUNCE, P.E., HEREBY CERTIFY THAT THIS BID TABULATION IS A TRUE AND CORRECT REPRESENTATION OF THE BIDS RECEIVED FOR THIS PROJECT ACCORDING TO THE BEST OF MY KNOWLEDGE AND

W. LANDON YOUNCE, P.E.



4-16-25
NC Firm License No. P-0115

June 25, 2025

County of Hyde
Post Office Box 188
Swan Quarter, North Carolina 27885

Attention: Ms. Kris C. Noble
County Manager

SUBJECT: Recommendation of Award
County of Hyde Booster Stations Replacement, Rehab and Resiliency
Project No.: VUR-D-ARP-0041
PN: 22-032

Dear Ms. Noble:

We have considerable project information on the Contractor and are satisfied with their qualifications and ability to complete the project in a timely fashion. We therefore recommend that the contract be awarded as presented below:

A.C. Schultes of Carolina, Inc.

354 Sawdust Road

Rocky Point, North Carolina 28457

Bid Amount: \$2,957,416.00

Memorandum of Negotiation \$1,745,000.00

Negotiated Contract Award Amount **\$1,212,416.00**

If I can provide you with additional information, please do not hesitate to contact this office.

Respectfully,



W. Landon Younce, PE

Memorandum of Negotiation

(for a proposed contract award less than bid amount)

Project Title:	County of Hyde Booster Stations Replacement, Rehab and Resiliency		
Contract :			
Owner:	County of Hyde		
Engineer/Architect:	Green Engineering, PLLC		
Contractor:	A.C. Schultes of Carolina		
Bid Amount:	\$ 2,957,416.00	Bid Date:	April 16, 2025

Brief Description of Contract as Bid

The Original Project Scope for Bids Received included Complete Rehabilitation of Three (3) Booster Stations at each of the Scranton, New Holland and Daniels sites.

Terms of Negotiation

The Owner and Contractor acknowledge and agree that the bid received on the above referenced project has resulted in the project budget being exceeded and that a contract cannot be awarded based on the amount of the total bids received. This memorandum documents that the Owner and the Contractor have completed negotiations in order to arrive at a mutually acceptable amount on which the construction contract will be awarded. It is hereby agreed that the terms and conditions as stated in this document shall be binding on both parties and shall become a part of the terms and conditions of the contract, subject only to the Owner being successful in obtaining additional funding, if applicable.

The following deductions as-bid contract are hereby incorporated into the proposed contract award:

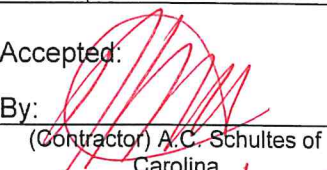
Rehabilitation efforts at both the New Holland and Daniels Station sites, as well as the work associated with those sites. The County has also elected to remove the SCADA portion of all Three (3) stations and will perform the SCADA installation at the Scranton Booster Site as a separate purchase order (Not in Contract). All items removed from this project scope were removed in an effort to bring the overall project within the original required budget constraints.

***** REFERENCE ATTACHED SPREADSHEET WITH ITEMIZED DEDUCTIONS *****

Proposed Negotiated Contract Award Amount:	\$1,212,416.00
This memorandum shall be valid and binding up to and inclusive of:	June 23, 2025

Recommended:
By: 
(Engineer) Green Engineering, PLLC

Accepted:
By: _____
(Owner) County of Hyde

Accepted:
By: 
(Contractor) A.C. Schultes of
Carolina

Date: **June 23, 2025**

Date: _____

Date: **6/25/25**

Approved by Funding Agency:

By: _____ Date: _____

ATTACHMENT TO MEMORANDUM OF NEGOTIATION

COST SUMMARY OF WATER SYSTEM IMPROVEMENTS REMOVED FROM PROJECT COUNTY OF HYDE BOOSTER STATIONS REPLACEMENT, REHAB AND RESILIENCY PROJECT NUMBER VUR-D-ARP-0041

June 23, 2025
PN: 22-032

			Total	
			Qty.	Cost
PART B - NEW HOLLAND BOOSTER PUMP STATION	@	\$ 1.00	842,500.0	\$ 842,500.00
PART C - DANIELS BOOSTER PUMP STATION REHABILITATION	@	1.00	545,000.0	545,000.00
PART D - ELECTRICAL (ASSOCIATED WITH PART B AND PART C ONLY)				
3 New SCADA Remote Terminal Unit and Other Ancillary Items, Etc. as called for (Scranton BPS)	@	1.00	100,000.0	100,000.00
4 New Electrical Meter and Service Pole Relocation to New Holland Booster Pump Station Building	@	1.00	15,000.0	15,000.00
5 New Standby Power Generator Complete with Automatic Transfer Switch (New Holland BPS)	@	1.00	115,000.0	115,000.00
6 New SCADA Remote Terminal Unit and Other Ancillary Items, Etc. as called for (New Holland BPS)	@	1.00	0.0	0.00
7 New Electrical Meter and Service Pole Relocation to Daniels Booster Pump Station Building	@	1.00	12,500.0	12,500.00
8 New Standby Power Generator Complete with Automatic Transfer Switch (Daniels BPS)	@	1.00	115,000.0	115,000.00
9 New SCADA Remote Terminal Unit and Other Ancillary Items, Etc. as called for (Daniels BPS)	@	1.00	0.0	0.00
TOTAL DEDUCT				\$1,745,000.00

TOTAL ORIGINAL BID - April 16, 2025 - A.C. SCHULTES OF CAROLINA

\$2,957,416.00

TOTAL REVISED CONTRACT - BY THIS MEMORANDUM OF NEGOTIATION

\$1,212,416.00

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Kris Cahoon Noble, County Manager

Attachment: Yes

Item Title: Grounds, Lawn Maintenance, and Cleaning Services Contract

Summary: The Hyde County Board of Commissioners will consider approving a contract with Michael Adams for grounds, lawn maintenance, and cleaning services at the Hyde Davis Center from July 1, 2025, to June 30, 2026. The County will pay \$4,580 annually, with monthly payments of \$381.67. The Contractor will provide lawn equipment, while the County supplies cleaning and pest control materials. Ad hoc work under \$50 does not require approval; work over \$50 must be authorized. Either party may terminate the agreement with two weeks' notice. The Contractor is an independent contractor and must carry out services professionally and in compliance with applicable laws. This is the renewal of an existing contract.

RECOMMEND: DISCUSS & APPROVE

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

**STATE OF NORTH CAROLINA
COUNTY OF HYDE**

**HYDE DAVIS CENTER GROUNDS, LAWN
MAINTENANCE, AND CLEANING CONTRACT**

THIS GROUNDS, LAWN MAINTENANCE, AND CLEANING CONTRACT (hereinafter referred to as "Agreement") is made and entered into as of the 1st day of July 2025, by and between the **COUNTY OF HYDE** (hereinafter referred to as "County"), a body politic and corporate under the laws of the State of North Carolina, as party of the first part and **MICHAEL ADAMS** (hereinafter referred to as "Contractor") as party of the second part, both of whom understand and agree as follows.

WITNESSETH

WHEREAS, County desires to contract for certain grounds, lawn maintenance, and cleaning services from Contractor as an independent contractor pursuant to the terms, conditions, and provisions of this Agreement.

WHEREAS, Contractor desires to provide certain grounds, lawn maintenance, and cleaning services as an independent contractor for the County pursuant to the terms, conditions, and provisions of this Agreement.

WHEREAS, the property subject to this Agreement is located at the following address: 33460 US 264, Engelhard, North Carolina, 27885 and is commonly known as the "Hyde Davis Center" (hereinafter referred to as "Property").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and legal sufficiency of which consideration is hereby acknowledged, the parties agree as follows.

1. Contractor shall maintain and clean the grounds, including lawn, as well as building located upon the Property on a regular basis and as more specifically provided for herein.
2. County will grant Contractor access to the Property during regular business hours Monday – Friday (8:00 am – 5:00 pm) EST and at additional times as may be mutually agreed upon.
3. Contractor shall mow the grass to a height of 1 ¾" to 2". Contractor shall mow the grass in a manner that avoids grass clippings or other debris to accumulate on sidewalks, driveways, or other pavement. Contractor shall remove any grass clippings or debris from such areas.
4. Contractor will provide all equipment and supplies that are necessary to maintain the grounds, including lawn.
5. County shall provide necessary cleaning supplies to Contractor for cleaning the building. Contractor shall provide cleaning services that include, but are not limited to, the following: vacuuming carpets; dusting and polishing furniture; and cleaning wood floors, kitchen appliances, toilets, sinks, and all sink fixtures. In addition, Contractor shall remove all garbage and trash from the interior trash containers and dispose of the same in the outdoor dumpster provided for that purpose.
6. County will pay Contractor \$2,000.00 on an annual basis for grounds and lawn maintenance services and \$2,580.00 on an annual basis for cleaning services based on five hours a week, for a total annual amount of \$4,580.00. This Agreement shall

commence on July 1, 2025 and expire on June 30, 2026. Contractor shall submit invoices to the County's planning office by the 15th of each month. Contractor shall include a record of the ground and lawn maintenance as well as cleaning schedules when an invoice is submitted. County shall pay Contractor for Contractor's grounds and lawn maintenance as well as cleaning services on a monthly basis at a rate of \$381.67 with the first such payment being due on July 31, 2025, and payments thereafter being due on the last day of each month through June 30, 2026, for a total of \$4,580.00.

7. If Contractor discovers that the plumbing is not in working or suitable order, Contractor shall notify County immediately.
8. County shall pay Contractor for additional maintenance or repair services that may be required for the grounds, including lawn, to sustain an acceptable appearance. Contractor shall bill County for the cost of such work that is needed above and beyond what is considered reasonable, customary, and regular maintenance of the grounds, including lawn. This additional "above and beyond" maintenance and repair service shall hereafter be referred to as "ad hoc work".
9. Ad hoc work costing less than or equal to \$50.00 shall be performed by Contractor without County's consent. However, Contractor must receive authorization from County for any ad hoc work that is estimated to be greater than \$50.00 before Contractor performs such ad hoc work.
10. "Reasonable, customary, and regular maintenance of the grounds, including lawn" includes, but is not necessarily limited to, the following: removal of debris from the Property; mowing the lawn; trimming trees, shrubs, and any other plants that are in need of pruning; inspection of plants and soil for insects; and the extermination of any insects or rodents that are discovered during normal grounds and lawn maintenance activities. County shall provide pest extermination supplies including insect sprays and rodent traps. If an infestation occurs that requires professional extermination, Contractor shall notify County immediately.
11. Contractor will begin performing regular grounds and lawn maintenance as well as cleaning services on July 1, 2025. Thereafter, regular grounds and lawn maintenance as well as cleaning services will be performed on a mutually agreed upon schedule.
12. Either party may terminate this Agreement at any time by supplying a written notice of termination on a specified date to the other party with at least two weeks notice prior to the stated date of termination. County retains and may exercise the option of cancelling this Agreement at any time in the event of unacceptable work performance.
13. County and Contractor agree that Contractor is an independent contractor and shall not represent himself as an employee of County, or as an agent of County, unless specifically authorized, for any purpose in the performance of Contractor's services, activities and duties under this Agreement. Accordingly, Contractor shall be responsible for the payment of all federal, state, and local taxes arising out of Contractor's activities in accordance with this Agreement. For the purposes of this Agreement, such taxes shall include, but not be limited to, federal and state income, social security, and unemployment insurance taxes. Contractor, as an independent contractor, shall perform the services, activities, and duties hereunder in a professional manner and in accordance with any applicable standards for such services, activities, and duties.

14. To the fullest extent permitted by law and any applicable regulations, Contractor shall indemnify and hold harmless County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or mediation) arising out of or resulting from Contractor's performance of this Agreement or the actions of Contractor under this Agreement. This indemnification provision shall survive the termination of this Agreement.
15. Any litigation arising hereunder shall be filed and tried in the courts of Hyde County.
16. This Agreement shall be governed by the laws of the state of North Carolina and any applicable federal law.
17. This Agreement represents the entire agreement of the parties and replaces any prior verbal or written agreement or understanding. If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, County has caused this Agreement to be duly signed and executed on its behalf by its County Manager and Contractor has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

PRE-AUDIT CERTIFICATE

This Agreement has been pre-audited pursuant to North Carolina General Statute § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

Corrinne Gibbs, Finance Officer
County of Hyde

Date

COUNTY:

BY: _____
Kristen Noble, County Manager
Hyde County

CONTRACTOR:

Michael Adams

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Kris Cahoon Noble, County Manager

Attachment: Yes

Item Title: Interlocal Agreement for Fire Inspection Services

Summary: The Hyde County Board of Commissioners will consider approval of an Interlocal Agreement with Dare County for the provision of fire marshal services, including Level 3 fire inspections, within Hyde County's jurisdiction.

Under the agreement, Dare County will provide a certified inspector on an as-needed basis as scheduled by Dare, with oversight from Hyde County's Manager.

Hyde will reimburse Dare for personnel costs, travel, and other related expenses. The inspector will remain a Dare County employee and be covered under Dare's benefits and workers compensation. Hyde agrees to indemnify Dare for claims arising from services provided, excluding workers compensation.

The agreement is effective July 1, 2025, for a specified term (to be completed) and may be extended by mutual written consent. Either party may terminate the agreement with 30 days' written notice.

RECOMMEND: DISCUSS & APPROVE

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

**STATE OF NORTH CAROLINA
HYDE COUNTY**

**INTERLOCAL AGREEMENT
FIRE MARSHALL SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of the 1st day of July, 2025, by and between **DARE COUNTY**, a body politic and corporate organized and existing pursuant to the laws of the State of North Carolina, (“Dare”) and **HYDE COUNTY**, a body politic and corporate organized and existing pursuant to the laws of the State of North Carolina, (“Hyde”).

WITNESSETH

WHEREAS, Dare and Hyde have agreed to cooperate with each other in order for Dare to provide fire marshall services, including but not limited to Level 3 fire inspections, within the territorial jurisdiction of Hyde (“Services”) and

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes authorizes units of local governments to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government.

NOW THEREFORE, for and in consideration of the premises and the promises, agreements, stipulations, and covenants herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. In accordance with the terms and conditions of this Agreement, Dare will provide Hyde a properly qualified and experienced inspector (“Assisting Officer”) in order to provide the Services. The Assisting Officer shall be certified by the State of North Carolina to perform each inspection required under this Agreement. The inspection services will be provided as needed and requested by Hyde, but shall be scheduled by Dare and shall take into account the other workload of the Assisting Officer. The parties understand and agree that the Services will be provided by Steve Kovacs unless otherwise agreed by both parties.
2. Hyde will pay Dare an amount equal to the total personnel costs incurred by Dare for each hour that the Assisting Officer provides the Services or work related to the Services to Hyde, including travel to and from the site of inspections. In addition, Hyde will reimburse Dare for

mileage traveled in a Dare County vehicle at the IRS rate in effect at that time and for any other expenses incurred by Dare for the Assisting Officer, including disposable testing supplies, meals, lodging (at the Dare allowance rates) and tolls. Payment will be made by Hyde to Dare within ten (10) days after the receipt by Hyde of an invoice from Dare for the Services during the previous month.

3. While providing the Services, the Assisting Officer will have the same authority as the fire, electrical, or other inspectors employed by Hyde and shall be subject to the supervision of the County Manager of Hyde or the person designated by the County Manager of Hyde.

4. It is expressly understood and agreed that, at all times, the Assisting Officer is an employee of Dare and is not an employee of Hyde. The Assisting Officer shall not be entitled to, receive, or claim any employee benefits from Hyde. Dare shall provide the Assisting Officer employee benefits which are regularly provided to its employees pursuant to its policies.

5. Dare shall ensure that the Assisting Officer is covered by the workers compensation insurance which Dare regularly provides to its employees pursuant to its policies during the time the Assisting Officer provides the Services.

6. Hyde will hold harmless and indemnify Dare for any claims or damages, other than workers compensation related claims and damages, resulting from the provision of the Services by the Assisting Officer which are within the scope and authority of the Assisting Officer.

7. The term of this Agreement shall be for a period of 12 months, commencing on July 1, 2025, and terminating on June 30, 2026, unless sooner terminated pursuant to the provisions of paragraph 8. This Agreement may be extended for additional terms of 12 months upon mutual written agreement of the County Manager of Dare and the County Manager of Hyde.

8. This Agreement may be terminated by mutual agreement of the parties at any time or by either party pursuant to provision of at least thirty (30) days written notice to the other party. Hyde will pay Dare for all Services rendered prior to the effective date of termination.

9. All notices, approvals, consents, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given when deposited in the mail, first class postage prepaid, and addressed to the respective parties as follows:

Dare:
County Manager
Bobby Outten
Post Office Box 100
Manteo, North Carolina 27954

Hyde:
County Manager
Kris Cahoon Noble
Post Office Box 188
Swan Quarter, North Carolina 27885

or to such other addresses as either party shall subsequently designate by notice given in accordance with this section.

10. This Agreement constitutes the entire understanding of the parties.
11. This Agreement shall be binding upon the successors and assigns of the parties.
12. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Agreement.
13. Except as specifically provided for herein, this Agreement shall not be modified or otherwise amended except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written, all pursuant to authority duly granted.

(SIGNATURE PAGES FOLLOW)

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____

_____,
Dare County Finance Officer

DARE COUNTY

By: _____

Bobby Outen, County Manager

APPROVED AS TO FORM:

_____, Dare County Attorney

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Corrinne Gibbs
Hyde County Finance Officer

HYDE COUNTY

By: _____
Kris Cahoon Noble, Hyde County Manager

APPROVED AS TO FORM:

Franz F. Holscher, Hyde County Attorney

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Kris Cahoon Noble, County Manager

Attachment: No

Item Title: Surplus Sheriff's Office Vehicle

Summary: The Hyde County Sheriff's Office is requesting that the Hyde County Board of Commissioners declare a totaled 2019 Dodge Ram as surplus for insurance processing purposes.

RECOMMEND: DEEM AS SURPLUS

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Richard Mann, Clerk to the Board

Attachment: No

Item Title: NCACC Voting Delegate

Summary: The NCACC's 118th Annual Conference Business Session will be held in Pitt County on Saturday, August 23 at 2 p.m., with each county entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President. NCACC Constitution, Article VI:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

RECOMMEND: APPOINT VOTING DELEGATE AND ALTERNATE DELEGATE

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: Ocracoke Firework Display Permit Application

SUMMARY: Attached please find the Permit Application to be submitted to Dare County Office of the Fire Marshall as required to hold the 2025 Independence Day Ocracoke Fireworks display.

The package includes the permit application, display information, site information, technician information, the Certificate of Liability Insurance, license information for the company providing the display, as well as the safety plan.

This approval was inadvertently left out of the June 2025 Hyde County Board of Commissioners meeting agenda and packet. Considering time would not allow approval at the next meeting, Chairman polled the members and received favorable responses from each.

Update: the Independence Day Fireworks Show was cancelled due to weather. Manager to provide an update.

RECOMMEND: RATIFY THE OCRACOCKE FIREWORKS DISPLAY PERMIT
APPLICATION APPROVAL

MOTION MADE BY: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ MOORE

MOTION SECONDED BY: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ MOORE

VOTE: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ MOORE

Board of Commissioners

Randal Mathews, Chair
Shannon Swindell, Vice-Chair
Jan Moore
Jeffrey Berry
Thomas Midgette

COUNTY OF HYDE

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

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Richard Mann
Clerk to the Board



June 25, 2025

Hyde County supports the Ocracoke 2025 Independence Day Fireworks Show as the sponsor. Hyde County has entered into a contract with Pyrotecnico Fireworks, INC. as the provider of the County's annual firework display.

Hyde County authorizes the Permit Application to be submitted to the Dare County Office of the Fire Marshall as required to hold the 2025 Independence Day Ocracoke Fireworks display.

Randal Mathews
Chair, Hyde County Board of Commissioners



COUNTY OF DARE

Department of Emergency Management Office of the Fire Marshal

P.O. Box 1000, Manteo, North Carolina, 27954

Firework - Permit Application

Show Information

Show Name: County of Hyde
Show Date: 7/2/25 Show Time: 9:00 PM Duration: 20 mins Rain Date: _____
Show Location: NPS Boat Launch - 49 Water Plant Road 35°07'04.32" N / 75°59'09.67" W Ocracoke, NC 27960
Show Sponsor: Hyde County
Address: 30 Oyster Creek Road, PO Box 188
City: Swan Quarter, NC ZIP: 27885
Sponsor Contact: Kris Noble
Phone: 252.926.4400 Cell: _____
Email: knoble@hydecountync.gov FAX: _____

Pyrotechnic Contractor

Name: Pyrotecnico Fireworks, Inc. ATF License: 8-PA-073-23-4J-12122
Address: PO Box 149
City: New Castle State: _____ ZIP: 16
Phone: 803.944.4718 Cell: _____
Email: balexander@pyrotecnico.com FAX: _____
Contact Name: Britany Alexander Cell: _____

Technician Information

Operator

Name: Kenneth Polk NC License: _____
Phone: _____ Cell: _____
Email: _____

Assistants

Name: See attached list NC License: _____
Name: _____ NC License: _____

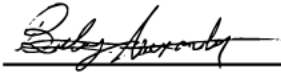
Site Information (Load in site)

Owner Name: N/A
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Cell: _____
Email: _____ FAX: _____
Contact Name: _____ Cell: _____

Barge Operator

Owner Name: N/A
Address: _____
City: _____ State: _____ ZIP: _____
Phone: _____ Cell: _____
Email: _____ FAX: _____
Contact Name: _____ Cell: _____

I certify to the best of my knowledge that all information provided herein is true and correct as submitted to the Dare County Fire Marshal's Office. All work performed under this permit shall conform to the plans, manufacturers specifications, and applicable North Carolina Building Codes and standards. I have read the instructions on the back page and have submitted the required documents. I understand that the completion of this application does NOT entitle the commencement of construction or operation of the system and I will call for all required inspections.



Applicant Signature

April 25th, 2025

Date

Instructions

The applicant shall submit all needed documentation to the Fire Marshal's Office in order to process the application. Submission shall include, but not limited, to the following documents. If other documentation is needed by the Fire Marshal's Office the applicant shall submit such documentation for review when requested.

- ☐ Provide site plan showing show set-up and all required safety and fallout zone radius.
- ☐ Provide shell inventory (size, count); break down open, body, & finale.
- ☐ Provide copies of state operator and assistant licenses.
- ☐ Provide copy of insurance certificate.
- ☐ Provide copy of ATF license.
- ☐ Provide event schedule timeline and site security plan.
- ☐ Provide copy of Coast Guard permit; if applicable.
- ☐ If a barge show, provide barge size calculation per NFPA 1123
- ☐ Provide copy of property use agreement(s).

The event sponsor is required to develop in Incident Action Plan for the event. All agencies and organizations involved with the planning, support, and production of the event included. This must be completed and forwarded to the Fire Marshal's Office 2-weeks prior to the event for review and approval.

For Office Use Only

Date Filed _____ Application Complete? _____ If not complete, date returned: _____

Reviewed _____ By: _____ [] Rejected [] Approved

Please understand that approval of any documents in no way relieves the owner, the architect, the engineer, or the contractor from the responsibility of violations of governing codes and regulations not found by our office. When such violations are found they must be corrected.



Display Information
County of Hyde 7/2/25

Applicant:

Pyrotecnico Fireworks, Inc.
PO Box 149 New Castle, PA 16103

Contact:

Britany Alexander | Cell: [REDACTED]
balexander@pyrotecnico.com
Production Coordinator

Event: County of Hyde

Display Location: NPS Boat Launch - 49 Water Plant Road 35o07'04.32" N / 75o59'09.67" W
Ocracoke, NC 27960

Display Date: July 2nd, 2025

Show Time: 9:00 PM

Pyrotechnicians:

Kenneth Polk | Lead Technician | [REDACTED]



Hyde County (Ocracoke)
Display Date - July 2nd, 2025

Ferry Itinerary

July 1st, 2025

2:00 pm - Fireworks truck en route to Hatteras-Ocracoke Ferry For Ocracoke fireworks Display.

3:00 pm to 4:00 pm - One box truck containing fireworks, two to three essential crew vehicles and the fire marshal takes the ferry to Ocracoke.

July 2nd, 2025

Ocracoke Fireworks Display



SHELL / FINALE COUNT TOTALS

Show Date 07/02/2025 / Display Duration: 20-20 minutes

Sales Order SO-C55626 / Work Order WO-16541

Group	Qty
CAKE FAN	3
CAKE STR	6
CAKE STR FB	1
CAKE W	1
CAKE Z	4
FINALE 3IN X 10	30
FINALE 4IN X 6	10
FINALE 5IN X 5	4
IGNITERS	285
SHELL 3IN X 5 TD	36
SHELL 4IN X 6 TD	25
SHELL 5IN	144

Holder's Full Name: Kenneth William Polk
Business Name: Pyrotecnico
Government ID By: North Carolina
Government ID Type: Driver License
ID Number: *****5817



License Number: 3115
License Type: 1.3G Pyrotechnic
License Level: Operator
License Status: Valid
Expiration Date: 05/31/2027



License Number: 2163
License Type: 1.3G Pyrotechnic
License Level: Assistant
License Status: Not Renewed
Expiration Date: 11/01/2015

EDIT VIEW	TECHNICIAN	TECH TYPE	PROJECT	SHOW DATE
Edit View	Polk, Kenneth PR	Lead SFX Technician	2019 UNC Chapel Hill Athletics Fall Season	09/07/2019
Edit View	Polk, Malissa PR	Lead SFX Technician	2019 UNC Chapel Hill Athletics Fall Season	09/07/2019
Edit View	Polk, Kenneth PR	Show Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	09/18/2021
Edit View	Polk, Malissa PR	General Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	09/18/2021
Edit View	Polk, Kenneth PR	Show Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	10/02/2021
Edit View	Polk, Malissa PR	General Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	10/02/2021
Edit View	Polk, Kenneth PR	Show Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	10/09/2021
Edit View	Polk, Malissa PR	General Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	10/09/2021
Edit View	Polk, Kenneth PR	Show Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	10/16/2021
Edit View	Polk, Malissa PR	General Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	10/16/2021
Edit View	Polk, Kenneth PR	Show Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	11/06/2021
Edit View	Polk, Malissa PR	General Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	11/06/2021
Edit View	Polk, Kenneth PR	Show Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	11/20/2021
Edit View	Polk, Malissa PR	General Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	11/20/2021
Edit View	Polk, Kenneth PR	Lead Pyro Technician	210702 Albemarle Plantation Holdings, LLC	07/02/2021
Edit View	Polk, Malissa PR	Assistant Pyro Technician	210702 Albemarle Plantation Holdings, LLC	07/02/2021
Edit View	Polk, Kenneth PR	Lead Pyro Technician	210704 Kill Devil Hills, NC Town of	07/04/2021
Edit View	Polk, Malissa PR	Assistant Pyro Technician	210704 Kill Devil Hills, NC Town of	07/04/2021
Edit View	Polk, Kenneth PR	Show Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	09/11/2021
Edit View	Polk, Malissa PR	General Technician	210911 - 211120 University of North Carolina Chapel Hill Athletics	09/11/2021
Edit View	Polk, Malissa PR	Assistant Pyro Technician	211010 University of North Carolina at Chapel Hill - Office of University Developme	10/10/2021
Edit View	Polk, Kenneth PR	Lead Pyro Technician	211231 Manteo, NC Town of	12/31/2021
Edit View	Polk, Malissa PR	Assistant Pyro Technician	211231 Manteo, NC Town of	12/31/2021
Edit View	Polk, Kenneth PR	Lead Pyro Technician	220702 Hyde, NC County of	07/02/2022
Edit View	Polk, Kenneth PR	Lead Pyro Technician	220704 Avon Property Owner's Association	07/04/2022
Edit View	Polk, Kenneth PR	Lead Pyro Technician	230704 East Carolina Council, BSA	07/04/2023
Edit View	Polk, Malissa PR	Lead Pyro Technician	240704 East Carolina Council, BSA	07/04/2024





COUNTY OF HYDE
Fireworks Display Site Plan

National Park Service Boat Launch
49 Water Plant Road
Ocracoke, NC 27960

LAT / LONG
35°07'04.32" N
75°59'09.67" W

REVISED DATE: 07.15.24

DRAWN BY:
Chaz Adams

NOTES:
Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.



- Wind Direction
- Radius
- Audience
- Fire
- Closed

500' Safety Fall Out Radius

5" Maximum Device Per Pyrotecnico 100' Per Inch Policy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843		CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com FAX (A/C, No): 216-658-7101	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Everest Denali Insurance Company	16044
		INSURER B : Arch Specialty Insurance Company	21199
		INSURER C : Continental Indemnity Company	28258
		INSURER D : James River Insurance Company	12203
		INSURER E : AXIS Surplus Insurance Company	26620
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 485964905**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Y	Y	P0000003353	11/14/2024	10/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	GCD0010016-241	11/14/2024	10/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$	Y	Y	UXP1035252-05	11/14/2024	10/14/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	82-872096-04-38 (MASTER)	10/14/2024	10/14/2025	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability #2	Y	Y	P-001-001451057-01	11/14/2024	10/14/2025	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced liability policies where required by written agreement.

County of Hyde, NC Fireworks Display Date: July 2, 2025

Location: National Park Service Boat Launch, 49 Water Plant Road, Ocracoke, NC 27960

Additional Insured: Hyde County by USLT; Dare County, NC; The United States of America's National Park Service; The United States of America Cape Hatteras National Seashore

CERTIFICATE HOLDER**CANCELLATION**County of Hyde, NC
30 Oyster Creek Road
P.O. Box 188
Swan Quarter NC 27885

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843		CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com FAX (A/C, No): 216-658-7101	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Everest Denali Insurance Company	
		INSURER B: Arch Specialty Insurance Company	
		INSURER C: Continental Indemnity Company	
		INSURER D: James River Insurance Company	
		INSURER E: AXIS Surplus Insurance Company	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1543751585**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	Y	Y	P0000003353	11/14/2024	10/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	GCD0010016-241	11/14/2024	10/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$	Y	Y	UXP1035252-05	11/14/2024	10/14/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	82-872096-04-38 (MASTER)	10/14/2024	10/14/2025	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability #2	Y	Y	P-001-001451057-01	11/14/2024	10/14/2025	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced liability policies where required by written agreement.

County of Hyde, NC Fireworks Display Date: July 2, 2025

Location: National Park Service Boat Launch, 49 Water Plant Road, Ocracoke, NC 27960

Additional Insured: Hyde County by USLT; Dare County, NC; The United States of America's National Park Service; The United States of America Cape Hatteras National Seashore

CERTIFICATE HOLDER**CANCELLATION**

The United States of America Cape Hatteras National Seashore
1401 National Park Drive
Manteo NC 27954

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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U.S. Department of
Homeland Security

United States
Coast Guard



Commander
United States Coast Guard
Sector North Carolina

721 Medical Center Drive
Wilmington, NC, 28401
Staff Symbol: (spw)
Phone: (833) 732-8628
Fax: (910) 772-2205
Email: ncmarineevents@uscg.mil

16750
6 Mar 2025

Hyde County
C/o Britany Alexander
P.O. Box 149
New Castle, PA 16103
Email: balexander@pyrotecnico.com

Dear Ms. Britany Alexander:

Thank you for submitting your Application for Marine Event, Form CG-4423. I have approved your request for a Marine Event Permit for County of Hyde Fireworks Display event to be held on the Ocracoke, NC in on July 2, 2025. Enclosed you will find your approved Marine Event Permit with additional guidance. Coast Guard Station STA Hatteras Inlet has been assigned as the Patrol Commander for your event and may be reached at (252) 986-2176.

Please be advised that Coast Guard approval does not release the event sponsor from any ordinance or regulations imposed by local civil authority having jurisdiction in the event area, including the North Carolina Department of Natural Resources. A permit may also be required by the state, county, or municipal agency. As the event sponsor, it is your responsibility to ensure all appropriate agencies are notified.

As a reminder, federal policy requires 135 days advance notice, while recurring events must be submitted 60 days prior to the event date. Please keep these requirements in mind when planning next year's event. If you have any questions, please contact MST1 Eric Gordon at (571) 608-8783 or at the email address listed above. Good luck with your event.

Sincerely,

A handwritten signature in blue ink that reads "Carl Hendrickson".

C. E. HENDRICKSON
Lieutenant Commander, U.S. Coast Guard
Chief, Waterways Management Division
By direction

Copy: CG STA Hatteras Inlet
State Boating Law Administrator

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

8-PA-073-23-4J-12122

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

September 1, 2024

Name
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

299 WILSON RD
NEW CASTLE, PA 16101-

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

Licensee/Permittee Responsible Person Signature

President/CEO
Position Title

STEPHEN VITALE

Nov. 29, 2021

Printed Name

Date

Previous Edition is Obsolete

PYROTECNICO FIREWORKS INC-299 WILSON RD-16101-8-PA-073-23-4J-12122-September 1, 2024-23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: PYROTECNICO FIREWORKS INC

Business Name: PYROTECNICO

License/Permit Number: 8-PA-073-23-4J-12122

License/Permit Type: 23-IMPORTER OF EXPLOSIVES

Expiration: September 1, 2024

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

January 16, 2025

PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

901090: MH/SJI
5400
File Number: 8-PA-12122

Premises Address: 299 WILSON RD NEW CASTLE, PA 16101

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

Date: February 04, 2025

Notice of Clearance Report

Page 1 of 31

Permittee RDS Key: 8PA12122

Name: PYROTECNICO FIREWORKS INC

299 WILSON RD

NEW CASTLE

PA 16101

Responsible Persons	Title	Clearance Status
FOX, MICHAEL JOSEPH	OPERATIONS	CLEARED
GAFFNEY, PAUL JAMES	REGIONAL MANAGER	CLEARED
GALASSI, DOMINIC ANTHONY	DIRECTOR OF OPERATIONS	CLEARED
MELE, CHRISTOPHER MICHAEL	DIRECTOR NORTH REGION	CLEARED
SHEA, MATTHEW JOSEPH	REGIONAL MANAGER	CLEARED
VITALE, ROCCO JOHN III	VICE PRESIDENT OF LIVE EVENTS	CLEARED
VITALE, STEPHEN JOHN	CEO	CLEARED
WISE, WILLIAM BRIAN	COMPLIANCE SUPERVISOR	CLEARED
Employee Possessors	Title	Clearance Status
ABRAHAM, GEOFFREY HESS	TECHNICIAN	CLEARED
ACCORNERO, MICHAEL RYAN	TECHNICIAN	CLEARED
ADAIR, JOHN EDWARD	TECHNICIAN	CLEARED
ADAMS, CHAZ REICHERT	PYROTECHNICIAN	CLEARED
ADAMS, HANNAH ALYSE	PYROTECHNICIAN	CLEARED
ADAMS, JEREMY D	PYROTECHNICIAN	CLEARED
ADAMS, JOSHUA WALKER	PYROTECHNICIAN	CLEARED
AHLEMAYER, BRENNAN DANIEL	TECHNICIAN	CLEARED
ALBERT, CHAD R	TECHNICIAN	CLEARED
ALEXANDER, BRITANY SNOW	TECHNICIAN	CLEARED
ALEXANDER, WENDY MEIER	TECHNICIAN	CLEARED
ALEXANDER, WILLIAM BERRELL	PYROTECHNICIAN	CLEARED
ALFANO, JUSTIN THOMAS	CA FACILITY MANAGER	CLEARED
ALLEN, STEPHEN WARREN	TECHNICIAN	CLEARED
ALLEN, TREVOR WILLIAM	TECHNICIAN	CLEARED
ALLER, DOUGLASS KENNETH	TECHNICIAN	CLEARED
ALLER, MATTHEW LEE	TECHNICIAN	CLEARED
ALLIGOOD, WILLIAM ALTON SR	PYROTECHNICIAN	CLEARED
ALLIS, BRICKETT MORAN	PYROTECHNICIAN	CLEARED
ALLISON, SHAWN ARLIN	TECHNICIAN	CLEARED
ALMEIDA, OWEN MARCUS	PYROTECHNICIAN	CLEARED
ALPHONSE, TAYLOR AUSTIN	TECHNICIAN	CLEARED
ALTIERO, TERRI LYNNE	TECHNICIAN	CLEARED
ALWAY, RUSSELL EMERSON	TECHNICIAN	CLEARED
ANDERSEN, MISTY DAWN	TECHNICIAN	CLEARED

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

Date: February 04, 2025

Notice of Clearance Report

Page 21 of 31

PAXSON, ANTHONY LEE	TECHNICIAN	CLEARED
PAYNE, CORTNEY GENE	TECHNICIAN	CLEARED
PAYNE, DOUGLAS TYLER	TECHNICIAN	CLEARED
PAYNE, THOMAS FRANKLIN	TECHNICIAN	CLEARED
PEERY, ERICA LYNN	TECHNICIAN	CLEARED
PEERY, PATRICK JASON	TECHNICIAN	CLEARED
PEERY, SCOTT E	TECHNICIAN	CLEARED
PEERY, TREVOR LW	TECHNICIAN	CLEARED
PEERY, VINCENT RANDALL	TECHNICIAN	CLEARED
PEIGHTAL, CHRISTOPHER PAUL	TECHNICIAN	CLEARED
PELKEY, STEPHEN THOMAS	TECHNICIAN	CLEARED
PENNY, WAYNE LAON JR	TECHNICIAN	CLEARED
PENUNURI, RICHARD JOSEPH	TECHNICIAN	CLEARED
PERDOMO, PEDRO MENDOZA	TECHNICIAN	CLEARED
PETERS, ANDREW DAVID	TECHNICIAN	CLEARED
PETERS, GREGORY ALLEN	TECHNICIAN	CLEARED
PETERSON, MATTHEW SCOTT	TECHNICIAN	CLEARED
PETERSON, RYAN WILLIAM	TECHNICIAN	CLEARED
PFISTER, JARED LANE	TECHNICIAN	CLEARED
PHILLIPS, JOHN MATTHEW III	TECHNICIAN	CLEARED
PHILLIPS, MICHAEL BLAKE	PYRO TECHNICIAN HELPER	CLEARED
PHILLIPS, RAYMOND NATHAN	TECHNICIAN	CLEARED
PIAZZA, BENJAMIN DAVID	TECHNICIAN	CLEARED
PIERCE, ANDREW TOMAS	TECHNICIAN	CLEARED
PIERCE, ERIC CLAYTON	TECHNICIAN	CLEARED
PIERCE, STEPHEN EDWARD	TECHNICIAN	CLEARED
PITTMAN, DANIEL GREGORY	TECHNICIAN	CLEARED
PITTMAN, TIMOTHY JAMES	TECHNICIAN	CLEARED
PODLASEK, VINCENT PAUL	TECHNICIAN	CLEARED
POLK, KENNETH WILLIAM	TECHNICIAN	CLEARED
PONTERI, ALEXANDER MATTHEW	TECHNICIAN	CLEARED
POTE, ALAN RICHARD	TECHNICIAN	CLEARED
PRAVECEK, NICKOLAS RYAN	TECHNICIAN	CLEARED
PRESNELL, ETHAN CAROWAY	TECHNICIAN	CLEARED
PRICE, FRED LEE JR	TECHNICIAN	CLEARED
PRICE, MACEO RICHARD JR	TECHNICIAN	CLEARED
PRICHARD, DAN LEE	TECHNICIAN	CLEARED
PROBUS, KELLY ANNE MCARDLE	TECHNICIAN	CLEARED
PRUETT, BELINDA JANE	TECHNICIAN	CLEARED



Standard Operating Procedure / Safety Plan Fireworks Displays

Pyrotecnico Fireworks, Inc.
P.O. Box 149
New Castle, PA 16103
Headquarter Office: 800.854.4705
www.pyrotecnico.com

Pyrotecnico Emergency Contacts:

- Paul Gaffney, Director of Facilities/Safety & Compliance
[REDACTED]
- Vic Laurenza, Show Producer
[REDACTED]
- Chem-Tel 24-Hour Emergency Response: 1.800.255.3924

Standard Guidelines:

All safety precautions as prescribed by the National Fire Protection Association (NFPA) code 1123 shall be adhered to at all times.

As required by the Authority Having Jurisdiction ("AHJ"), all inspections of the firing area(s) will be arranged in advance of the crew's arrival on site.

All mortars and/or racks used in the display shall be made of and/or from approved materials sufficient to provide a safe display per the National Fire Protection Association (NFPA) code 1123.

A safe perimeter of 70 feet per inch, at minimum, of the largest shell size (National Fire Protection Association ("NFPA") Guidelines, Section 1123) shall be maintained and secured at all times by the Sponsor and Pyrotecnico.

The fireworks and firing equipment shall not be left unattended at any time while on the display site and shall be protected from inclement weather at all times.



All Pyrotecnico personnel shall wear protective safety equipment for head, eye, hearing and feet as well as long sleeves and pants during the set-up, firing and clean up of the fireworks. Shorts are unacceptable attire.

Neither smoking nor smoking materials such as matches, lighters or open flame shall be within 50 feet of fireworks or pyrotechnic materials.

The use of cell phones and/or radios that generate radio frequencies will be kept to a minimum within the immediate discharge area while pyrotechnics are being prepared, loaded, set-up and firing.

Security on site will be arranged by the event Sponsor if needed.

Only assigned technicians required to set-up and perform the display will be allowed on the display site.

No person shall be allowed on site that is under the influence of alcohol, narcotics or medication which could adversely affect their ability to safely perform their duties.

Arrangements should be made by the event Sponsor for fire service and emergency medical services ("EMS") to be available during the fireworks display(s).

Pyrotecnico will have a minimum of two (2) water pressure fire extinguishers on site during the fireworks display.

Pyrotecnico provides appropriate insurance with limits of \$10M.

Fireworks Display Termination Procedure:

Weather conditions will be assessed by the fire official and the lead fireworks operator on the display site according to the conditions on site at the time. Bad weather, including but is not limited to, is defined as winds in excess of 15 mph or wind gusts of 20 mph or more, along with rain and/or thunderstorms. Other non-weather related emergencies can also terminate firing which shall also be determined by the fire official and the lead fireworks exhibitor at the display site.

Crowd control is imperative and must be maintained by security personnel, monitors and barriers. If at any time during the load in, firing and strike, security patrols and/or monitors detect any breach of the fall out/safety zone perimeter, any and all activity will cease immediately. Activity will only resume when the security of the fall out zone has been reestablished.



Arrival On-Site

The operator shall contact the sponsor, sponsor's on-site contact and the AHJ to confirm the following: their arrival, the display time, the method of communication to indicate when the firing should start, the length of the display, the wind direction, safety distances, cool down period, potential overhead obstructions and the first light search plan.

All AHJ requirements received shall be followed.

The operator will conduct a Pyrotecnico crew meeting to discuss all safety requirements, details of the display and assign tasks.

Pre-Display

The lead operator shall verify the following:

An inspection of all equipment and materials has been completed prior to set up.

The safety/fall out zone is clear of all unauthorized personnel.

Fire extinguishers are placed at strategic locations.

All mortars racks are perpendicular to audience. Racks and pyrotechnic holders are free of debris, and secured and stable to prevent falling over during use.

All fireworks display shells are pre-loaded and properly fit into mortars.

All mortar racks and finale chains are covered with foil.

For a manual firing, extra fuses are readily available.

For electrical firing, the arming key has been removed from the board and in the lead operator's physical possession at all times during load-in. The lead operator will also confirm prior to testing and the display that the firing system battery is fully charged; the igniter wires are secured and cleared of adjacent mortars; the firing modules are secured and protected; and all cables (and ground wires, if applicable) are connected from the firing modules to the firing board.

For continuity testing of an electrical firing, in addition to confirming the firing board is in "TEST" mode prior to the test, the lead operator shall confirm that the safety fall out radius is clear of



unauthorized and non-essential personnel, everyone is informed of the testing is commencing and the board is disarmed & arming key is REMOVED after testing. Continuity testing shall continue until 100% continuity is confirmed. The final continuity check shall occur not more than 30 to 45 minutes prior to the display start time.

Immediately before the display, the lead operator shall confirm the crowd has been controlled and the safety/fall out zone is maintained; all applicable personnel, including fire service, EMS units and Pyrotecnico crew members, are available and ready; and that the current and approaching weather is favorable.

Post Display:

Fifteen minutes after the conclusion of the display, a search will be conducted by Pyrotecnico personnel of the display and fallout areas to confirm that any unfired live product or shells are accounted for, properly handled, repackaged and secured according to federal DOT regulations.

Non-fired product shall not be shot without the permission of BOTH the sponsor and the fire department.

Once the all clear sign is given disassembly of the display shall begin.

The firing site shall be cleaned.

A mandatory first daylight search shall be conducted the following day to inspect the firing site, fall-out areas, spectator viewing areas and any reasonable surrounding areas for pyrotechnic debris and "duds". All pyrotechnic debris and "duds" shall be accounted for, properly handled, repackaged and secured according to federal DOT regulations.

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

1 Identification

• **Product identifier:** Fireworks, Division 1.3 Explosive

• **Trade name:**

Fireworks, Display

• **Product code:**

Fireworks, 1.3G UN0335

• **Recommended use and restriction on use**

• **Recommended use:** Explosive product for professional use for entertainment and technical purposes

• **Restrictions on use:** Contact manufacturer/supplier

• **Details of the supplier of the Safety Data Sheet**

• **Manufacturer/Supplier:**

Pyrotecnico Fireworks Inc.
299 Wilson Rd
New Castle, PA 16101
724-652-9555

• **Emergency telephone number:**

ChemTel Inc.
(800)255-3924, +1 (813)248-0585

2 Hazard(s) identification

• **Classification of the substance or mixture**

Expl. 1.3 H203 Explosive; fire, blast or projection hazard.

• **Label elements**

• **GHS label elements**

The product is classified and labeled according to the Globally Harmonized System (GHS).

• **Hazard pictograms:**



GHS01

• **Signal word:** Danger

• **Hazard statements:**

H203 Explosive; fire, blast or projection hazard.

• **Precautionary statements:**

P210 Keep away from heat/sparks/open flames/hot surfaces. No smoking.

P250 Do not subject to grinding/shock/friction.

P280 Wear protective gloves/protective clothing/eye protection/face protection.

P373 DO NOT fight fire when fire reaches explosives.

P370+P380 In case of fire: Evacuate area.

P372 Explosion risk in case of fire.

(Cont'd. on page 2)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 1)

P401 Store in accordance with local/regional/national/international regulations.

P501 Dispose of contents/container in accordance with local/regional/national/international regulations.

• **Other hazards** There are no other hazards not otherwise classified that have been identified.

• **Explosive Product Notice**

PREVENTION OF ACCIDENTS IN THE USE OF EXPLOSIVES - The prevention of accidents in the use of explosives is a result of careful planning and observance of the best known practices. The explosives user must remember that he is dealing with a powerful force and that various devices and methods have been developed to assist him in directing this force. He should realize that this force, if misdirected, may either kill or injure both him and his fellow workers.

WARNING - All explosives are dangerous and must be carefully handled and used following approved safety procedures either by or under the direction of competent, experienced persons in accordance with all applicable federal, state, and local laws, regulations, or ordinances. If you have any questions or doubts as to how to use any explosive product, DO NOT USE IT before consulting with your supervisor, or the manufacturer, if you do not have a supervisor. If your supervisor has any questions or doubts, he should consult the manufacturer before use.

3 Composition/information on ingredients

• **Chemical characterization: Mixtures**

• **Components:**

Components for product possessing only physical hazards do not require reporting. These components are considered proprietary.

4 First-aid measures

• **Description of first aid measures**

• **General information:**

Information is only applicable to product contents, and not to product as normally supplied. This information is applicable to damaged, leaking, or spilled product as contact with contents is possible under these conditions.

• **After inhalation:** Supply fresh air; consult doctor in case of complaints.

• **After skin contact:**

Wash with soap and water.

In case of minor burns, flush with cool water.

If skin irritation is experienced, consult a doctor.

• **After eye contact:**

Remove contact lenses if worn.

Rinse opened eye for several minutes under running water. If symptoms persist, consult a doctor.

• **After swallowing:**

Unlikely route of exposure.

Do not induce vomiting; immediately call for medical help.

(Cont'd. on page 3)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 2)

- **Most important symptoms and effects, both acute and delayed:**
Blast injury if mishandled.
Thermal burns, if mishandled.
- **Danger:** Danger of blast or crush-type injuries.
- **Indication of any immediate medical attention and special treatment needed:**
Product may produce physical injury if mishandled. Treatment of these injuries should be based on the clinical presentation.

5 Fire-fighting measures

- **Extinguishing media**
- **Suitable extinguishing agents:**
DO NOT fight fire when fire reaches explosives.
Flood area with water. If no water is available, carbon dioxide, dry chemical or earth may be used. If the fire reaches the cargo, withdraw and let fire burn.
- **For safety reasons unsuitable extinguishing agents:** None.
- **Special hazards arising from the substance or mixture**
Explosive; fire, blast or projection hazard.
During heating or in case of fire poisonous gases are produced.
- **Advice for firefighters**
- **Protective equipment:**
Wear self-contained respiratory protective device.
Wear fully protective suit.
- **Additional information:**
Eliminate all ignition sources if safe to do so.
In case of fire: Evacuate area. Fight fire remotely due to the risk of explosion.
Cool endangered receptacles with water spray.
Flammability Classification: (defined by 29 CFR 1910.1200) Explosive. Can explode under fire conditions. Individual devices will randomly explode. Mass explosion of multiple devices is possible under certain conditions. Burning material may produce toxic and irritating vapors. In unusual cases, shrapnel may be thrown from exploding devices under containment. See 2012 Emergency response Guidebook for further information.

6 Accidental release measures

- **Personal precautions, protective equipment and emergency procedures**
Wear protective equipment. Keep unprotected persons away.
Remove persons from danger area.
Ensure adequate ventilation.
Isolate area and prevent access.
- **Environmental precautions**
Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage system.
- **Methods and material for containment and cleaning up**
Pick up mechanically.

(Cont'd. on page 4)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 3)

Send for recovery or disposal in suitable receptacles.

Reference to other sections

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

See Section 13 for disposal information.

7 Handling and storage

Handling**Precautions for safe handling:**

Handle with care. Avoid jolting, friction and impact.

Restrict the quantity stored at the work place.

Keep out of reach of children.

Information about protection against explosions and fires:

In case of fire: Evacuate area.

Explosion risk in case of fire.

Keep away from sparks and open flames. - No smoking.

Emergency cooling must be available in case of nearby fire.

Conditions for safe storage, including any incompatibilities**Storage****Requirements to be met by storerooms and receptacles:**

Avoid storage near extreme heat, ignition sources or open flame.

Information about storage in one common storage facility:

Store in accordance with local/regional/national/international regulations.

Store away from foodstuffs.

Store away from flammable substances.

Further information about storage conditions:

Store in cool, dry conditions in well sealed receptacles.

Store locked up.

Specific end use(s) No relevant information available.

8 Exposure controls/personal protection

Control parameters**Components with limit values that require monitoring at the workplace:**

The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.

Exposure controls**Personal protective equipment:****General protective and hygienic measures:**

The usual precautionary measures for handling chemicals should be followed.

Keep away from foodstuffs, beverages and feed.

Wash hands before breaks and at the end of work.

Engineering controls: Provide adequate ventilation.

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Fireworks, Display

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- **Breathing equipment:** Not required under normal conditions of use.
- **Protection of hands:** When needed, wear gloves for protection against mechanical hazards.
- **Eye protection:**



Safety glasses

Follow relevant national guidelines concerning the use of protective eyewear.

- **Body protection:** When needed, wear protective clothing for protection against mechanical hazards.
- **Limitation and supervision of exposure into the environment**
No relevant information available.
- **Risk management measures**
Organizational measures should be in place for all activities involving this product.

9 Physical and chemical properties

· Information on basic physical and chemical properties

· Appearance:

Form: Outer shell containing powder, granular, or solid materials.

Color: According to product specification

· **Odor:** Odorless

· **Odor threshold:** Not determined.

· **pH-value:** Not applicable.

· **Melting point/Melting range:** Not determined.

· **Boiling point/Boiling range:** Not determined.

· **Flash point:** Not applicable.

· **Flammability (solid, gaseous):** Fire or projection hazard.

· **Auto-ignition temperature:** Not determined.

· **Decomposition temperature:** Not determined.

· **Danger of explosion:** Heating may cause an explosion.

· Explosion limits

Lower: Not determined.

Upper: Not determined.

· **Vapor pressure:** Not applicable.

· **Density:** Not determined.

· **Relative density:** Not determined.

· **Vapor density:** Not applicable.

· **Evaporation rate:** Not applicable.

(Cont'd. on page 6)

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- | | |
|---|------------------------------------|
| · Solubility in / Miscibility with Water: | Insoluble. |
| · Partition coefficient (n-octanol/water): | Not determined. |
| · Viscosity | |
| Dynamic: | Not applicable. |
| Kinematic: | Not applicable. |
| · Other information | No relevant information available. |

10 Stability and reactivity

- **Reactivity:** No relevant information available.
- **Chemical stability:**
- **Thermal decomposition / conditions to be avoided:** Risk of explosion if heated under confinement.
- **Possibility of hazardous reactions**
Explosive; fire, blast or projection hazard.
Toxic fumes may be released if heated above the decomposition point.
Reacts with strong acids and alkali.
- **Conditions to avoid**
Excessive heat.
Sources of ignition: sparks, open flame, incompatible materials
- **Incompatible materials** Oxidizers, strong bases, strong acids
- **Hazardous decomposition products**
Carbon monoxide and carbon dioxide
Nitrogen oxides
Sulfur oxides (SO_x)

11 Toxicological information

- **Information on toxicological effects**
- **Acute toxicity:**
- **LD/LC50 values that are relevant for classification:** None.
- **Primary irritant effect:**
- **On the skin:**
Not a skin irritant in unused form. Vapors/particles from used product are possibly irritating to skin.
- **On the eye:**
Not an eye irritant in unused form. Vapors/particles from used product are possibly irritating to eyes.
- **Sensitization:** Based on available data, the classification criteria are not met.
- **Carcinogenic categories**

· IARC (International Agency for Research on Cancer):
--

None of the ingredients are listed.

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Trade name:

Fireworks, Display

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· NTP (National Toxicology Program):
None of the ingredients are listed.
· OSHA-Ca (Occupational Safety & Health Administration):
None of the ingredients are listed.
· Probable route(s) of exposure:
Skin contact.
Eye contact.
Inhalation.
· Acute effects (acute toxicity, irritation and corrosivity):
Danger of blast or crush-type injuries.
Risk of thermal burns.
· Repeated dose toxicity: From product as supplied: None.
· CMR effects (carcinogenicity, mutagenicity and toxicity for reproduction)
· Germ cell mutagenicity: Based on available data, the classification criteria are not met.
· Carcinogenicity: Based on available data, the classification criteria are not met.
· Reproductive toxicity: Based on available data, the classification criteria are not met.
· STOT-single exposure: Based on available data, the classification criteria are not met.
· STOT-repeated exposure: Based on available data, the classification criteria are not met.
· Aspiration hazard: Based on available data, the classification criteria are not met.

12 Ecological information

- **Toxicity**

- **Aquatic toxicity** No relevant information available.

- **Persistence and degradability** No relevant information available.

- **Bioaccumulative potential:** May be accumulated in organism

- **Mobility in soil:** No relevant information available.

- **Other adverse effects** No relevant information available.

13 Disposal considerations

- **Waste treatment methods**

- **Recommendation:**

Must not be disposed of together with household garbage. Do not allow product to reach sewage system. Incinerate in accordance with local, state and federal regulations.

The user of this material has the responsibility to dispose of unused material, residues and containers in compliance with all relevant local, state and federal laws and regulations regarding treatment, storage and disposal for hazardous and nonhazardous wastes. Residual materials should be treated as hazardous.

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Fireworks, Display

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- **Uncleaned packagings**
- **Recommendation:** Disposal must be made according to official regulations.

14 Transport information

· **UN-Number**
 · DOT, ADR, IMDG UN0335
 · IATA FORBIDDEN

· **UN proper shipping name**
 · DOT, ADR, IMDG Fireworks
 · IATA FORBIDDEN

· **Transport hazard class(es)**

· DOT



· **Class** 1.3
 · **Label** 1.3G

· ADR



· **Class** 1.3
 · **Label** 1.3G

· IMDG



· **Class** 1.1
 · **Label** 1.3G

· IATA

· **Class** FORBIDDEN· **Packing group**

· DOT II

· **Environmental hazards**· **Marine pollutant:** No· **Special precautions for user**

Not applicable.

(Cont'd. on page 9)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

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Revision: 01/06/2017

Trade name:

Fireworks, Display

(Cont'd. of page 8)

· EMS Number:	F-S,B-X
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· Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code	Not applicable.
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15 Regulatory information

- **Safety, health and environmental regulations/legislation specific for the substance or mixture**
- **United States (USA)**
- **SARA**

· Section 302 (extremely hazardous substances):
--

None of the ingredients are listed.

· Section 304 (emergency release notification):
--

None of the ingredients are listed.

· Section 355 (extremely hazardous substances):
--

None of the ingredients are listed.

· Section 313 (Specific toxic chemical listings):
--

Contact manufacturer.

· TSCA (Toxic Substances Control Act)
--

All ingredients are listed.

· Proposition 65 (California)

· Chemicals known to cause cancer:

Contact manufacturer.

· Chemicals known to cause reproductive toxicity for females:
--

Contact manufacturer.

· Chemicals known to cause reproductive toxicity for males:
--

Contact manufacturer.

· Chemicals known to cause developmental toxicity:

Contact manufacturer.

· Carcinogenic categories

· EPA (Environmental Protection Agency):

None of the ingredients are listed.

· IARC (International Agency for Research on Cancer):
--

Contact manufacturer.

(Cont'd. on page 10)

Safety Data Sheet

acc. to OSHA HCS (29 CFR 1910.1200)

Printing date: 01/06/2017

Revision: 01/06/2017

Trade name:

Fireworks, Display

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· NIOSH-Ca (National Institute for Occupational Safety and Health):
Contact manufacturer.

16 Other information

This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

· **Date of preparation / last revision** 01/06/2017 / -

· **Abbreviations and acronyms:**

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road

IMDG: International Maritime Code for Dangerous Goods

DOT: US Department of Transportation

IATA: International Air Transport Association

CAS: Chemical Abstracts Service (division of the American Chemical Society)

LC50: Lethal concentration, 50 percent

LD50: Lethal dose, 50 percent

NIOSH: National Institute for Occupational Safety

OSHA: Occupational Safety & Health

TLV: Threshold Limit Value

PEL: Permissible Exposure Limit

REL: Recommended Exposure Limit

LDLo: Lowest Lethal Dose Observed

Expl. 1.3: Explosives – Division 1.3

· **Sources**

Website, European Chemicals Agency (echa.europa.eu)

Website, US EPA Substance Registry Services (ofmpub.epa.gov/sorinternet/registry/substreg/home/overview/home.do)

Website, Chemical Abstracts Registry, American Chemical Society (www.cas.org)

Patty's Industrial Hygiene, 6th ed., Rose, Vernon, ed. ISBN: 978-0-470-07488-6

Casarett and Doull's Toxicology: The Basic Science of Poisons, 8th Ed., Klaassen, Curtis D., ed., ISBN: 978-0-07-176923-5.

Safety Data Sheets, Individual Manufacturers

SDS Prepared by:

ChemTel Inc.

1305 North Florida Avenue

Tampa, Florida USA 33602-2902

Toll Free North America 1-888-255-3924 Intl. +01 813-248-0573

Website: www.chemtelinc.com

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Kris Cahoon Noble, County Manager

Attachment: Yes

Item Title: Hyde County Master Fee Schedule FY 2025-2026

Summary: The Hyde County Board of Commissioners is requested to review and adopt the Master Fee Schedule for Fiscal Year 2025–2026. This comprehensive schedule consolidates and standardizes all fees assessed by departments within Hyde County Government, ensuring transparency, consistency, and compliance with applicable statutes and regulatory guidelines.

The Master Fee Schedule serves as the official reference for all user fees, service charges, permit costs, and other related assessments collected across County departments. These fees support departmental operations, offset administrative and service delivery costs, and in certain cases, are mandated by state or federal regulation.

RECOMMEND: APPROVE

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

Board of Commissioners
Randal Mathews, Chair
Shannon Swindell, Vice-Chair
Jan Moore
Jeffrey Berry
Thomas Midgette

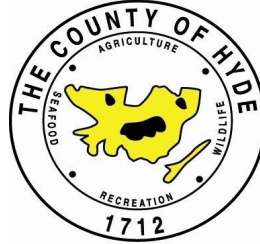
COUNTY OF HYDE

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

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Richard Mann
Clerk to the Board



Hyde County Master Fee Schedule

(Adopted Effective July 1, 2025)

<u>DEPARTMENT</u>	<u>PAGE</u>
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SOLID WASTE FEE SCHEDULE	5
PUBLIC UTILITIES DEPARTMENT	5
EMS FEE SCHEDULE	11

INSPECTIONS PERMIT FEE SCHEDULE

The fee for all permits required by the North Carolina State Building Code and the Federal Emergency Management Agency (FEMA) shall be paid at the time the permit application is submitted.

FEMA DEVELOPMENT APPLICATION FEE

FEMA Development Building Permit Application Fee (Required Fee) \$ 50.00

Required before construction or development begins within any Special Flood Hazard Area (SFHA). Permits are required to ensure that proposed development projects meet the requirements of the NFIP and the community's floodplain management ordinance.

Hyde County is required by FEMA to review all proposed developments to assure that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law.

MOBILE HOMES AND MODULAR CONSTRUCTION

	<u>BASE FEE</u>
Camper/Travel Trailer	\$ 75.00
Single Wide	\$ 175.00
Double Wide	\$ 200.00
Triple Wide/On Frame Modular	\$ 275.00

Hyde County is a Zone III county, a used mobile home can be permitted if it was a Zone II and constructed prior to July 13, 1994.

RESIDENTIAL/COMMERCIAL/OFF FRAME MODULAR

FEMA Development Building Permit Application Fee (Required Fee)	\$ 50.00
All unheated structures per floor per square foot	\$ 0.20
Complete blanket permit package for residential per floor per sq. ft.	\$ 0.25
Multi Family Units add per unit	\$ 300.00
Complete blanket permit package for commercial per floor per sq. ft.	\$ 0.35
Hotel/Motel/Condos/Apartments/Dorm Type add per unit	\$ 350.00
Factory/Industrial/Storage units unheated per floor per sq. ft.	\$ 0.35
Complete blanket permit package for Factory/Industrial/Storage	\$ 0.45
Storage building measuring over 12 ft. x 12ft.	\$ 75.00
Renovation—1/2 of new construction cost based on blanket permit for Residential/ Commercial. Includes but not limited to Restaurant, Theatre, Bank, Office Building, Doctor Office, Retail, Drug Store, Market, Rental Units, Mini Storage.	

ELECTRICAL

Temporary service pole/Service change/Sub panel	\$ 120.00
Meter change out/other applications/1,200 amp service	\$ 120.00
Meter change out/other applications/ over 1,200 amp service additional	\$ 75.00
Construction with only electricity per floor per sq. ft.	\$ 0.15

MECHANICAL/HVAC

Change out for the first unit	\$ 120.00
Change out fo each additional unit	\$ 25.00
Construction with only electricity per floor per sq. ft.	\$ 0.21
Replacing duct work/any work not covered under existing fees	\$ 50.00

PLUMBING

Construction plumbing per floor per sq. ft.	\$ 0.15
Construction with either electricity or HVAC per floor per sq. ft.	\$ 0.21
Standard Fee-any work not covered under a blanket permit	\$ 75.00

INSULATION

All applications that are not part of blanket permit	\$ 75.00
--	----------

MISCELLANEOUS PERMIT FEES

Fireworks Permit	\$ 250.00
Major Subdivision Sketch Plan Review per lot	\$ 10.00
Major Subdivision Preliminary Plan Review per lot	\$ 20.00
Major Subdivision Final Plan per lot	\$ 50.00
Minor Subdivision/Private Access per lot	\$ 20.00
Planned Unit Sketch Plan per lot	\$ 15.00
Planned Unit Preliminary Plan per lot	\$ 25.00
Planned Unit Final Plan per lot	\$ 50.00
Mobile Home Park Permit 1 to 10 lots	\$ 20.00
Mobile Home Park Permit per each additional lot over 10	\$ 5.00
Temporary Construction Trailers	\$ 40.00
Gas Pump/Storage Tank Installation or Removal---each tank (Documentation required showing disposal method)	\$ 500.00
Canopies Residential/Commercial	\$ 25.00
Canopies Gas Pump with power	\$ 75.00
Canopies Gas Pump without power	\$ 50.00
ATM Construction	\$ 45.00
Safety Inspections/Fire Inspections/ABC Inspections	\$ 50.00
Level 3 Fire Inspections	\$ 150.00
House Elevation Permits	\$ 100.00
Dock/Piers per linear foot	\$ 2.00
Bulk Heading per linear foot	\$ 2.00
Day Care Inspections	\$ 50.00
Hood Canopies-over cooking areas-install/replace	\$ 75.00
Sprinkler Systems	\$ 100.00
Communication permit rate per antenna	\$ 300.00
Communication permit additional per linear ft in height	\$ 20.00
Swimming Pools, Spas and Hot Tubs above and in ground	\$ 100.00
Demolition /Removal of Buildings/Mobile Homes per structure (Pre-inspection for safety and hazardous materials required with farm building without power being exempt)	\$ 50.00
Natural Gas Hook Up Inspections	\$ 40.00
Tennis Court	\$ 150.00

Sign Permits	\$ 100.00
Fire Alarm	\$ 100.00
Re-Inspection Fee first failed inspection	\$ 50.00
Re-Inspection Fee for same item/Second failed inspection	\$ 75.00
Re-Inspection Fee for same item/Third failed inspection	\$ 100.00
Re-Inspection Fee for same item/Subsequent inspection fee is doubled	
Handicapped Ramp	\$ 75.00
Wind Turbines	\$ 100.00
Solar Panel Application Fee-Residential	\$ 120.00
Commercial Solar Farm Permit Fee	\$ 1,000.00
Additional Commercial Solar Farm Fee/First 200 panels per panel	\$ 5.00
Additional Commercial Solar Farm Fee/201 panels and up per solar panel	\$ 1.00

Working without a permit will result in a fee **3 times** that of the fee charged without working without a permit violation. Failing to call for Required Inspections will result in **75%** of original permit fees.

SOLID WASTE FEE SCHEDULE:

The term household/account includes churches or other non-profits for purposes of this schedule:

ANNUAL SOLID WASTE USER FEES (SWUF):

RESIDENTIAL: Billed annually per household/account on improved residential structures and includes a residential availability fee for convenience site usage. **\$180.00**
DOES NOT include residential curbside pickup/hauling services.

COMMERCIAL: Billed annually per commercial account on improved commercial structures and includes a commercial availability fee for convenience site usage. **\$400.00**
DOES NOT include commercial curbside pickup/hauling services.

ANNUAL HOUSEHOLD COLLECTOR'S PRIVILEGE FEE **\$ 50.00**

RULES, REGULATIONS AND FEES OF THE HYDE COUNTY PUBLIC UTILITIES DEPARTMENT

I. Classification of Services:

All services are classified under three categories to include:

- A. Residential and Churches
- B. Commercial
- C. Institutional (Water and Sewer)

II. Rate Schedule and Tap on Fees:

A. Residential and Churches Rate Schedule:

First 2000 gallons	\$40.00	minimum
2,000 – 10,000 gallons	\$9.50	per 1,000 gallons
10,001 - 15,000 gallons	\$10.50	per 1,000 gallons
Over 15,000 gallons	\$11.50	per 1,000 gallons

Trailer Courts and Multi-dwelling units served through one meter -
"Trailer Court" shall mean any rental or sales of trailer spaces or trailer being used for any purpose. These installations shall be billed as per the County's regular published rates or **\$40.00** per user, per month, whichever is greater.

B. Commercial Rate Schedule:

First 2000 gallons	\$44.00	minimum
2001 – 15,000	\$11.50	per 1,000 gallons
15,001 – 30,000	\$12.50	per 1,000 gallons
Over 30,000	\$13.50	per 1,000 gallons

C. Fire Hydrant Rate:

First 1000 gallons	\$100.00	minimum
Over 1000 gallons per	\$ 20.00	per 1,000 gallons

D. Institutional Rate Water:

First 1,000,000 gallons	\$ 13,000.00	minimum
Over 1,000,000 gallons	\$ 15.50	per 1,000 gallons

Institutional Rate Sewer:

First 1,800,000	\$ 24,500.00	minimum
Over 1,800,000 gal.	\$ 11.50	per 1,000 gallons

E. Tap on Fees:

<u>Meter Size</u>	<u>Cost</u>
3/4"	\$1,500.00
1"	\$1,200.00 plus actual cost
2"	\$1,800.00 plus actual cost

III. Applications for Service:

- A. Service will be supplied only to those who have become Members.
- B. Consumers will make application for service, in person, at the office of the county and at the same time make the deposit guarantee required below.
- C. The County may reject any application for service not available under a standard rate or which involves excessive service cost or which may affect the supply of service to other customers or for other good and sufficient reasons.
- D. The County may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location, provided that when the owner of the premises have been served water and has not paid for the same, the County shall not be required to render service to anyone at said location where the water was used until said water bill has been paid.

IV. Deposit:

- A. All members will make a minimum cash deposit of \$100.00. Deposit shall not draw interest.
- B. The individual in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished.
- C. A separate deposit is required for each meter installed.
- D. The deposit receipt is not negotiable and can be redeemed only at the County offices.
- E. Where the County finds that the request for a deposit refund is questionable, the County may require the applicant for refund to produce the deposit receipt properly endorsed.
- F. All Tenant Dwellings will be required to pay a minimum cash deposit of \$150.00 to have service connected.

V. Initial or Minimum Charge:

- A. The initial or minimum charge, as provided in the rate schedule shall be made for each meter installed, regardless of location. Each meter requires a separate meter

reading sheet, and each meter reading sheet shall cover a separate and individual account.

- B. In resort areas, where service is furnished to a consumer during certain months only, the minimum charge per service for the period of non-use shall be regular minimum as set out in the published rates of the county.
- C. Water furnished for a given lot shall be used on that lot only. Each consumer's service must be separately metered at a single delivery and metering point. Each commercial unit and each storeroom or stall used for business purposes shall have a separate meter. All commercial use, including storerooms and stalls for business purposes, shall be metered separately from any residential use and vice versa, whether or not in service or to be installed in the future.

VI. County's Responsibility and Liability:

- A. The county shall run a service line from its distribution line to the property line where the distribution line runs immediately adjacent and parallel to the property to be served and for which a tap-on fee then in effect for each size of meter will be charged.
- B. The County may install its meter at the property line or at the County's option, on the consumer's property or in a location mutually agreed upon.
- C. When two or more meters are to be installed on the same premises for different consumers, they shall be closely grouped and each clearly designated to which consumer it applies.
- D. The County does not assume the responsibility of inspecting the consumer's piping or apparatus and will not be responsible therefore.
- E. The County reserves the right to refuse service unless the consumer's lines or piping are installed in such a manner as to prevent cross-connections or backflow.
- F. The County shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the consumer's premises unless such damage results directly from negligence on the part of the County. The County shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the consumer's premises. The County shall not be responsible for negligence of third persons or forces beyond the control of the County resulting in any interruption of service.
- G. Under normal conditions, the consumer will be notified of any anticipated interruption of service.

VII. Consumer's Responsibility

- A. Piping on the consumer's premises must be so arranged that the connections are conveniently located with respect to the County's lines or mains.
- B. If the consumer's piping on consumer's premises is so arranged that the County is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.

- C. Where meter is placed on premises of a consumer, a suitable place shall be provided by consumer for placing such meter unobstructed and accessible at all times to the meter reader.
- D. The consumer shall furnish and maintain a private cutoff valve on the consumer's side of the meter; the County to provide a like valve on the County's side of such meter.
- E. The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense in a safe and efficient manner and in accordance with the County's rule and regulations and in full compliance with the sanitary regulations of the North Carolina Department of Human Resources.
- F. The consumer shall guarantee proper protection for the County's property placed on the consumer's premises and shall permit access to it only by authorized representatives of the County.
- G. In the event that any loss or damage to the property of the County or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the consumer, his agents or employee, the cost of the necessary repairs or replacements shall be paid by the consumer to the county; and any liability otherwise resulting shall be assumed by the consumer.
- H. The amount of such loss or damage or the cost of repairs shall be added to the consumer's bill; and if not paid, service may be discontinued by the County.
- I. In the event that a consumer's service requires a cross connection device a consumer will have to comply with Attachment A.

VIII. Extensions to Mains and Services:

- A. The County may construct extensions to its water lines to points within its service area but the County shall not be required to make such installations unless the consumer makes application for service and advanced payment to the County for the entire cost of the installation.
- B. All line extensions shall be evidenced by contract signed by the County and the person advancing funds for said extension, but each contract shall be null and void unless approved by the county Board of Commissioners.
- C. No refund shall be made for any revenue received from any lines leading up to or beyond the particular line extension covered by contract.
- D. It is understood that the County may, at its option, at any time within a one-year period refund, in full, the difference between the amount that has already been refunded and the amount deposited.
- E. Water distribution lines to serve undeveloped subdivisions will be handled as follows:
 - The developer will submit plans for review and approval by the County, its engineer and the State Board of Health.
 - The developer will install the lines in accordance with the approved plans.
 - Upon completion of the new extension, the developer will deed the complete facility, to include all right-of-ways, easements, permits, franchises and authorizations or other instruments needed, for the

operation and maintenance of the facility, to the County. The County will not reimburse the developer for the extension.

IX. Access To Premises:

- A. Duly authorized agents of the County shall have access at all reasonable hours to the premises of the consumer for the purpose of installing or removing County property, inspecting piping, reading or testing meters or for any other purpose in connection with the county's service and facilities.
- B. Each consumer shall grant or convey or shall cause to be granted or conveyed, to the County a perpetual easement and right of way across any property owned or controlled by the consumer wherever said perpetual easement and right of way is necessary for the County water facilities and lines so as to be able to furnish service to the consumer.

X. Change of Occupancy

- A. Not less than three days notice must be given in person or writing, at the County office, to discontinue service for a change in occupancy.
- B. The Outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer.

XI. Meter Reading Billing Collecting

- A. Bills for water will be figured in accordance with the County's published rate schedule then in effect and will be based on the amount consumed for the period covered by the meter readings, except where a consumer orders turn-off less than one month after turn-on, the minimum bill to such consumer for such period shall be equal to the minimum charge for one full month's service.
- B. Charge for service commences when meter is installed and connection is made, whether used or not. Thirty (30) days may be allowed for hooking on initial installation of the water system.
After 60 days if minimum payment has not been made on meter not in use, the County has the authority to remove service from consumers property. Upon need a fee of \$150.00 will be charged to reconnect.
- C. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different consumers or for the same or different services.
- D. Bills are due when rendered and become delinquent fifteen (15) days thereafter whereupon a penalty of 10% will be added; and if not paid in twenty-five (25) days, service shall be discontinued by the County.
- E. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment.

XII. Suspension of Service

- A. When services are discontinued and all bills paid, the deposit will be refunded.
- B. Upon discontinuance of service for nonpayment of bills, the deposit will be applied by the County toward settlement of the account. Any balance will be refunded to the consumer; but if the deposit is not sufficient to cover the bill, the County may proceed to collect the balance in the usual way provided by law for the collection of debts.
- C. Service discontinued for nonpayment of bills will be restored only after bills are paid in full, redeposit made and a service charge of \$75.00 paid for each meter reconnected.
- D. When services are discontinued at the request of property owner or tenant, a service charge of \$150.00 will be required before service can be continued.
- E. The County reserves the right to discontinue its service without notice for the following additional reasons:
 - To prevent fraud or abuse,
 - Consumers willful disregard of the County's rules and regulations,
 - Emergency repairs,
 - Insufficiency of supply due to circumstances beyond the County's control,
 - Legal procedures,
 - Direction of public authorities,
 - Strike, riot, fire, flood, accident or any unavoidable cause.
- F. The County may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device.

XIII. Complaints-Adjustments

- A. If the consumer believes his bill to be in error, he shall present his claim, in person, at the County's office before the bill becomes delinquent. Such claims, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill under protest and said payment shall not prejudice his claim.
- B. The County will make special meter readings at the request of the consumer for a fee of \$25.00 provided, however, that if such special reading discloses that the meter was over read; no charge will be made.
- C. Meters will be tested at the request of the consumer upon payment to the County of the actual cost of making the test provided; however, that if the meter is found to over register beyond 2 per centum of the correct volume, no charge will be made.
- D. If the seal of a meter is broken by other than the county's representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall

pay an amount estimated from the record of this previous bill and/or from other proper data.

- E. If a customer has a water leak and can prove it to the Department by a repairs receipt or item that was leaking, a one time per calendar year adjustment of said bill will be made by the formula listed below:

- A leak can only be made to said bill if it is over 15,000 gallons per that billing cycle. Leak calculation formula = First 15,000 gallons is calculated at full rate and all over will be calculated at half price rate.

XIV. Abridgement or Modification of Rules

A. No promise, agreement or representation of any employee of the County shall be binding upon the County except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the County.

B. No modification of rates or any of the rules and regulations shall be made by any agent of the County.

EMS FEE SCHEDULE:

Hyde County Emergency Services, sets its rate and grants Colleton Billing permission to conduct an increase in billing effective 07/01/2025.

Fee Schedule	Current	2025-2026 Fiscal Year
ALS non-emergent	355	485.67
ALS emergent	563	768.99
BLS non-emergent	295.4	404.73
BLS emergent	472.64	647.57
ALS 2	812.36	1,113.00
Mileage	10	14.03

ADOPTION OF MASTER FEE SCHEDULE AND RULES THEREIN:

Until further order of the Board of Commissioners of Hyde County, the above rates, rules and regulations as the same are herein set out are hereby adopted as of the date hereof to become effective on July 1, 2025. All rates were approved and incorporated within the Hyde County 2025-2026 Budget Ordinance.

Master Fee Schedule adopted this the 7th day, of July, 2025.

RANDAL MATHEWS, CHAIRMAN,
HYDE COUNTY BOARD OF COMMISSIONERS

RICHARD MANN,
HYDE COUNTY CLERK TO THE BOARD

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7th, 2024
Presenter: Kris Cahoon Noble
Attachment: Yes - Job Descriptions

ITEM TITLE: Position Additions

SUMMARY: Through the budgetary process for the FY 2025-2026 budget, funding for new positions were added. Some positions have existing job descriptions and some require new job descriptions.

Below is a comprehensive list of new positions and attached please find job descriptions for those positions for which one does not yet exist.

- County Manager Admin Assistant
- Planning and Economic Development Director
- Deputy Tax Assessor
- Tax Collector

RECOMMEND:

- APPROVE THE ABOVE POSITIONS TO BE ADDED TO HYDE COUNTY'S LIST OF APPROVED POSITIONS
- APPROVE ACCOMPANIED JOB DESCRIPTIONS WHERE APPLICABLE

MOTION MADE BY: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ MOORE

MOTION SECONDED BY: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ MOORE

VOTE: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ MOORE

COUNTY MANAGER ADMINISTRATIVE ASSISTANT/DEPUTY CLERK TO THE BOARD

General Statement of Duties

Performs highly responsible administrative and coordination duties under the supervision of the County Manager.

Distinguishing Features of the Class

An employee in this class is responsible for serving as a official legally accountable Deputy Clerk to the Board and performs a wide variety of responsible administrative functions in assisting the County Manager. Work involves creating and maintaining a permanent record of Board actions and maintaining historical and current official records. Work also involves researching various reports and activities and assuring that legal board operational processes and procedures are followed. In addition, the employee serves as Administrative Assistant to the County Manager responsible for a variety of administrative work. Work includes the application of considerable judgment and the coordination of work with others. The employee develops office management and calendaring systems and establishes administrative function and routines. Work requires a high level of discretion and application of administrative and office management skills: often work requires the use and handling of confidential information. The employee is also responsible for maintaining the County website. Work is supervised by the County Manager, and is reviewed through conferences, observations, review of completed work, and overall flow of information and work projects completed. The employee is appointed to the Deputy Clerk role by the Board of Commissioners.

Duties and Responsibilities

Essential Duties and Tasks

Prepares agendas for Board meetings in consultation with the County Manager; gathers information of agenda packets, notifies Commissioners, County staff, news media and other interested parties of dates and times of Board meetings; may administer oaths of office.

Attends all board meetings and hearings; records, writes, publishes and indexes the official minutes and records of the Board of Commissioners; prepares follow-up correspondence to notify departments and/or individuals of actions of the Board.

Maintains records of County appointed boards and commissions and tracks needed appointments and tenure; prepares letters of appointment and re-appointment.

Performs a variety of administrative duties for the County Manager, including independent composition, notes, correspondence, follow-up to the Board actions, processing and maintaining contracts, maintaining general and special event calendars, answering surveys, tracking committee appointments and terms, coordinating various special meetings, and conducting independent research and completion of information required; makes travel arrangements.

Prepares and places notices and legal advertisements.

Schedules meetings and prepares necessary support information for such meetings; calendars a variety of due dates and deadlines; ensures that these are met.

Assists the general public, County officials, and other departments by providing and interpreting a wide variety of information on the general operations and procedures in County government.

Prepares and sometimes composes a variety of detailed resolutions, proclamations, ordinances, contracts, legal notices, official correspondence to legislators, reports, etc.

Maintains confidential information and files, as necessary and required

Works with the County Attorney on a variety of legal requests, issues, and contract and bond requirements.

Coordinates information to news media.

Administers special projects for Board and County Manager

Responsible for the County website; to include posting all minutes, job listing, bid information, etc.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Thorough knowledge of North Carolina General Statutes and of local ordinances governing the responsibilities of Deputy County Clerks.

Thorough knowledge of the organization and functions of the Board and County government.

Thorough knowledge of County functions, policies and procedures.

Considerable knowledge of standard modern office administrative practices, procedures, and of the principles of grammar, spelling and composition.

Considerable knowledge of the application of office technology including knowledge of word processing, spread sheets, presentation, publishing and other specialized software applications.

Working knowledge of the organization's budgeting, purchasing, and personnel practices.

Working knowledge of modern and effective supervisory principles and practices.

Ability to take notes of official meeting proceedings and to prepare accurate minutes reflecting the actions taken.

Ability to organize and plan work to meet deadlines and a variety of needs of County officials and the County Manager.

Ability to develop and maintain a variety of productive and cooperative work relationships external and internal to the County.

Ability to research, interpret, and compile records, reports, and a variety of data into formats or established forms.

Ability to communicate effectively in oral and written forms.

Physical Requirements

Must be able to physically perform the basic life operational functions of reaching, fingering, talking, hearing, and repetitive motions.

Must be able to perform light work exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move to move objects.

Must possess the visual acuity to prepare data and statistics, to work with accounting processes, to operate a computer terminal, and to perform extensive research and reading.

Desirable Education and Experience

Graduation from a community college with an associate degree in business or public administration, finance, paralegal technology, or related degree and considerable advanced level administrative experience; or an equivalent combination of education and experience.

Special Requirements

Must become a notary within one year of employment

Become certified by the International Institute of Municipal Clerks (IIMC)

Salary Grade 63



County of Hyde

Job Title:	Planning and Economic Development Director	Job Category:	Administrative
Department/Group:	Office of Planning & Economic Development	Job Code/ Req#:	73
Location:	Hyde County	Travel Required:	Yes
Level/Salary Range:		Position Type:	Full Time
HR Contact:	Tammy Blake	Date posted:	07/07/2025
Will Train Applicant(s):	N/A	Posting Expires:	N/A
External posting URL:			
Internal posting URL:	www.hydecountync.gov		
Applications Accepted By:			
Fax or E-mail: (252) 926-3701 or cgibbs@hydecountync.gov Subject Line: Attention: Corrinne Gibbs		Mail: Corrinne Gibbs Hyde County Government Human Resources P.O. Box 188 Swan Quarter, NC 27885	
Job Description			
Description of Work: • The position administers the systems and processes for planning and code enforcement services to provide coordinated guidance and regulation of the growth and development of the County. Work involves short and long range planning for policies, ordinances and comprehensive land use plans. • Responsible for reviewing development proposals; assisting with permitting; interpretation of ordinances, policies and plans; and working with GIS Coordinator to maintain and update planning layers to the County's GIS Systems. The position requires and involves considerable public contact. • Performs promotional and consultative work in developing and directing an economic development program for the County. Responsible for consulting with local officials, community leaders and business executives for the purpose of promoting the business and industrial growth through expansion and retention of existing commercial bases, and attraction of new business into the County. • Seeks, applies for and administrators state, federal and foundational grants. • Serves as Project Manager for grant funded public facilities and infrastructure construction. Accomplishes project objectives by planning, implementing and evaluating special project activities. Prepares contracts; performs procurement as dictated by federal, state and local guidelines; and negotiates revisions, changes and additions to contractual agreements with architects, consultants, clients, suppliers and subcontractors. • Plans, organizes and manages the operations of the department. Develops and recommends annual budget for the department; monitors and approves expenditures. • Work requires considerable planning and timely execution of work. Decisions must be made quickly with accuracy when dealing with the industrial management teams. Employee must exercise independent			

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County of Hyde

judgment and simultaneously must consider financial socio-economic, legal, and regulatory variables as they affect the County.

- Work is performed under the general direction of the County Manager and is evaluated through a performance evaluation process.
- Planning and Code Enforcement duties include, but are not limited to: attending various board meetings as a representative of the County; responding to questions, concerns, and requests for information from citizens and employees; prepares a variety of planning related reports and records and files with appropriate government agencies, boards or commissions; analyzes County planning needs, problems, programs, services and requests for assistance; recommends priorities; conducts studies, recommends and continually updates comprehensive land use plan; develops and/or supervises the review and drafting or revision of planning and zoning ordinances, policies and procedures. Works with Department of Transportation for road and highway improvements and participates in all long range transportation planning.
- Administration and enforcement of the County's development ordinances including but not limited to: Subdivision Ordinance, Ocracoke Development Ordinance, and Floodplain Ordinances. Serves as a Subdivision Officer and Plat Review Officer.
- Staff support to governing and advisory boards, including the Board of County Commissioners, Sanitary District Boards, Soil and Water Conservation Boards, Drainage District Boards and other governing and advisory boards whose focus is on physical land use, public facilities and public infrastructure.
- Provide management and leadership in the creation and implementation of economic development strategies to increase the jobs and the tax base of Hyde County.
- Development of data, statistics, and publications which portray the economic potential of the county; identification of prospective industries and assistance to prospective industries wishing to locate in the county; and maintaining proper records, reports and public information for the program.
- Serves as the initial contact for potential industries and businesses considering new location or expansion; shows sites and arranges meetings with local officials; researches land and coordinates contacts for the property; serves as liaison during plant or facility construction; investigates labor supply, utilities, and works with various groups to ensure the availability of an adequate, well trained workforce for industrial concerns. Maintains contact with state industrial developers, community leaders, and representatives of businesses and industry.
- Keeps current records on sites and buildings, and reports changes to the State industrial developers; keeps files and statistics on labor wages, demographics, economic base, maps profiles, utilities, retail sales, and building permits.
- Coordinates efforts with a wide variety of local, regional and state groups such as Regional Partnership officials, NC Department of Commerce; Northeast Economic Developers, NCEDA, and others.
- Coordinates the development of marketing tools for the economic development of the County including brochures, flyers, open houses, web based materials, and press releases.
- Oversees the administration of County Revolving Loan Fund.
- Coordinates, plans, manages and oversees the county's economic, social and physical growth, promotes economic opportunity, and supervises the development of infrastructure by assisting both public and private developers.
- Actively seeks grants and funding sources to support infrastructure improvements and other community projects and needs utilizing funds from Community Development Block Grants, Rural Development Administration, NC Rural Economic Development Center Grants, USDA, Golden Leaf, Parks and Recreational Trust Fund, Clean Water Management Trust Fund and other sources.

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County of Hyde

- Prepares grant applications including narrative descriptions, work plans and detailed multi-year budgets, assists as a County Liaison for the Community Development Block Grant Programs, administers various state, federal and foundations grants by working with the County Finance Department to draw-down grant funds and to meet reporting requirements.
- Manages awarded grants and completes all necessary reporting as dictated by the funder. Formally procures and contracts for grant procurement and administration when not administered in house. Actively seeks grant administration funding to offset administrative expenses when administered in house.
- Responsible for overall project planning and scheduling, resource allocation, project accounting, and control, while providing technical direction and ensuring compliance with quality standards. Is responsible for proper administration of construction contracts and for obtaining all necessary permits and licenses.
- Oversee the municipal construction projects from start to finish; perform a key role in project planning, budgeting, and identification of resources needed; project accounting functions including managing the budget, tracking expenses and minimizing exposure and risk in the project; ensure that construction activities move according to predetermined schedule.
- Communicate effectively with the contractors responsible for completing various phases of the project; co-ordinate the efforts of all parties involved in the project, which include the architects, consultants, contractors, sub-contractors and laborers; monitor the progress of the construction activities on a regular basis and hold regular status meetings with all the sub-teams.
- Maintain strict adherence to the budgetary guidelines, quality and safety standards; periodic inspection of construction sites; ensure project documents are complete; identify the elements of project design and construction likely to give rise to disputes and claims; serves as a key link with the County Manager; presents project status to County Manager, Board of Commissioners and public; reviews the deliverable prepared before passing onto Hyde County.

Skills/Qualifications:

- Ability to perform complex and professional planning work directing the administration of the County's physical land use planning. Knowledge of principles and practices of rural planning.
- Thorough knowledge of principles, practices and processes involved in economic development.
- Thorough knowledge of the principles of management, business, their organization procedures, and financing.
- Considerable knowledge of grant development and administration and grant sources.
- Considerable knowledge of economic, social and technological resources available in the economic development field.
- Considerable knowledge of the local, regional state and federal resources and agencies available to assist with various economic development activities.
- Considerable knowledge of the application of information technology to the development of information and to the recruitment and retention of economic capital.
- Considerable knowledge of marketing principles and practices.
- Skills in data collection and analysis, and establishment of data bases about pertinent County statistics and demographics.
- Ability to plan, organize and effectively develop industrial leads for the County including building consensus among diverse groups.
- Ability to communicate effectively in oral and written forms.
- Ability to establish and maintain effective working relationships with industry and business executives and owners or representatives, public officials at the local, state and federal levels, contractors, community

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County of Hyde

leaders and organizations, other department heads, superiors and employees. Ability to analyze situations accurately and make correct recommendations for each industrial contact.

- Must be able to physically perform the basic life operational functions of stooping, kneeling crouching, reaching, standing, walking, lifting, fingering, grasping, talking, and hearing. Must be able to perform sedentary work exerting up to 10 pounds of force frequently or constantly to move objects.
- Must possess the visual acuity to prepare and analyze data, examine and work with maps, charts and detailed materials, operate a computer, inspect sites, use measuring devices, figure computations, and read extensively.

Desired Education and Experience:

Master's degree from an accredited college or university with a degree in business, planning, economics or related field supplemented by training in land use planning and/or economic development and considerable related professional experience; or an equivalent combination of education and experience; or graduation from a four year college or university with a degree in business, planning, economics or related field supplemented by training in land use planning and/or economic development and considerable related professional experience; or an equivalent combination of education and experience.

Application Process:

Hyde County applications can be obtained at the Human Resources office during regular business hours at the address listed above or at: www.hydecountync.gov.

Deputy Tax Assessor

General Statement of Duties

Performs responsible technical and administrative work in tax assessment, collection and mapping.

Distinguishing Features of the Class

The daily work involves mapping, appraisal, listing taxes, property transfers and tax collections. Considerable independent judgment and initiative are required in the performance of all duties. The position often involves working with sensitive, confidential and controversial issues in the tax assessment, collection, foreclosure and mapping programs. The individual in this position must have the ability to exercise considerable tact and courtesy when working with taxpayers and the general public in difficult situations.

Duties and Responsibilities

Assists the Tax Administrator in appraisal, collection, foreclosure and mapping of taxable property.

Does extensive internet research to track delinquent taxpayers and to aid in various tax collection procedures.

Does data entry related to listing, appraisal and transfer of property.

Must work very closely with the Tax Administrator, other individuals and County Departments to assure quality control of the new GIS Mapping project.

Will require working closely with the firm contracted with for the GIS mapping project in order to learn to maintain the GIS system. Responsibilities will include actual mapping and working with the public and other departments with mapping questions and concerns.

In the absence of the Tax Administrator shall be authorized to perform any and all duties of the Tax Administrator.

Additional Job Duties

Performs other related task as required or assigned by the Tax Administrator.

Recruitment and Selection Guidelines

Knowledge, Skills and Abilities

Working knowledge of modern office practices and procedures.

Skilled in computer operations including internet research and various windows based programs.

Ability to communicate effectively in oral and written forms.

Ability to deal with the public courteously and tactfully.

Ability to interpret and explain policies, processes and procedures relating to listing and assessing property and collection of taxes.

Ability to develop and maintain effective working relationship with County Officials, other County Employees and the general public.

Ability to compute figures rapidly and accurately.

Physical Requirements

Must be able to perform the basic life operational skills of stooping, reaching, lifting, fingering, grasping and repetitive motions.

Must be able to perform sedentary work, exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push or otherwise move objects.

Must possess the visual acuity to prepare and analyze data and figures, perform accounting tasks, operate a computer terminal and do extensive reading at distances close to the eyes.

Desirable Education and Experience

Graduation from high school supplemented by computer training and clerical experience involving data entry and public contact or an equivalent combination of education and experience.

Special Requirements:

Any applicant for employment to whom the County intends to make an offer of employment must take a drug screen test to determine the presence or absence of a prohibited substance. Only those applicants the County intends to hire are required to take the test and any offer of employment is contingent upon the applicant testing negative.

Any applicant for employment to whom the County intends to make an offer of employment must agree to a criminal background check.

Must become a legal resident of Hyde County within 12 months of initial employment.

Hyde County is an Equal Opportunity Employer

TAX COLLECTOR

General Statement of Duties

Performs managerial and administrative work planning, directing and supervising all tax collection functions for the County and fills the statutory positions of the County Tax Collector.

Distinguishing Features of the Class

An employee in this class plans, organizes and directs the work of a staff and contractors responsible for billing and collection of property taxes for the County and accounting for money collected in accordance with State law governing those activities. Work includes collecting real and personal property taxes and special assessments, delinquent tax collections, keeping electronic records of collections and producing daily, monthly and annual reports of collections. Work also involves developing policies, procedures, and methods for program operations in accordance with State statutes and local ordinances; handling budget and personnel matters; and working with sensitive and controversial issues in collection and delinquent tax collection procedures. Work will also include mailing tax bills and resolving address discrepancies, assisting in tax listing activities and extensive customer service by telephone and in person handling inquiries regarding taxes and assessments and requires considerable knowledge of the laws, policies and procedures for ad valorem and vehicle taxation. Work also requires tact, courtesy and diplomacy in resolving customer complaints.

Duties and Responsibilities

Essential Duties and Tasks

Prepares and mails tax bills for listed real and personal property; imports the tax scroll into billing software; verifies information such as tax rates, charge codes for special and service assessments, solid waste, etc.; applies pre-tax payments and mails bills; generates file for unpaid taxes after due date and sends delinquent notices.

Participates in the collection of delinquent taxes; computes penalty and interest to be added; processes garnishments, attachments, levies, or other procedures to enforce collections; establishes payment schedules for delinquent taxpayers; processes information for bankruptcy claims and submits to Tax Administrator and County Attorney; prepares foreclosure list.

Calculates tax pre-payments, accepts payments and provides receipts; makes adjustments to tax bills crediting interest with proof of payment before due date; issues mobile home moving permits with proof of tax payment.

Processes tax certifications from other counties; sends letters; accepts payments; prepares report for Finance and requests disbursement checks for authorizing county; makes adjustments to records for payments made directly to other counties; sends tax certifications to other counties.

Collects payments by mail and in person, provides receipts, balances cash drawer; reconciles daily collection of cash drawers and prepares bank deposits; prepares daily, monthly and annual collection reports, along with reports for the DOR required by general statute, assures that required office records and accounting documents are prepared and maintained by a systematic review of such documents; analyzes, isolates and resolves errors.

Performs a variety of customer service activities; assists the public in person and by phone with inquiries regarding taxes and/or assessments due; explains tax process, and answers concerns and complaints about the tax program; provides property record cards, prints and provides copies of maps; provides a variety of tax notifications to lending institutions, attorneys, etc.

Assists, as needed during periods of heavy workload, in the listing and assessment processes for the Tax Department.

Additional Job Duties

Performs related duties as required.

Recruitment and Selection Guidelines

Knowledge, Skills, and Abilities

Considerable knowledge of state and local property tax laws and legal collection requirements including the NC Machinery Act.

Considerable knowledge of modern office practices and procedures including computer operations and applications related to revenue collections, financial reporting and audit procedures.

Working knowledge of methods and procedures for delinquent tax collections such as garnishments, attachments, debt-set off, foreclosures, etc.

Working knowledge of the operations, functions and procedures of the County Tax Department and interrelationships of the listing, assessment, billing and collections processes.

Working knowledge of generally accepted principles of accounting for the receipt of cash payments.

Ability to work accurately with money, data and figures, accurately perform mathematical calculations required in collections and accounting processes and prepare required reports.

Ability to communicate effectively in oral and written forms and to exercise tact, courtesy and diplomacy in communicating with difficult customers.

Ability to develop and maintain effective working relationships with County officials, supervisors, co-workers, tax customers and the general public.

Physical Requirements

Must be able to physically perform the basic life operational functions of stooping, kneeling, crouching, reaching, standing, walking, fingering, grasping, talking, hearing, and repetitive motions.

Must be able to perform light work exerting up to 20 pounds of force occasionally, and/or 10 pounds of force constantly and/or a negligible amount of force frequently or constantly to move objects.

Must possess the visual acuity to work with prepare and analyze data and figures, perform accounting related tasks, use measurement devices, operate a computer, and do extensive research and reading.

Desirable Education and Experience

Graduation from a college or university with an Associate's degree in business, accounting, or related field and experience in tax or debt collection or related experience, or an equivalent combination of education and experience.

Special Requirements

Possession of a valid North Carolina driver's license.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: 7.7.2025
Presenter: Kris Cahoon Noble, Manager
Attachment: Yes - Revised Ordinance

ITEM TITLE: Solid Waste Ordinance Changes

SUMMARY:

Hyde County's Solid Waste Ordinance is found in Chapter 32 of the Hyde County Code of Ordinances. The attached DRAFT SOLID WASTE ORDINANCE reflects potential changes and additions in blue text. All black text is a part of the existing adopted ordinance. Deletions are recognized with text strikethrough.

This is the first reading of the DRAFT SOLID WASTE ORDINANCE with the intention of adopting the changes in the regular August Board of Commissioners meeting after a Solid Waste Ordinance workshop and Public Hearing.

Suggested dates for a BOC workshop to review changes are Monday, July 21; Tuesday, July 22; and Wednesday, July 23; all respectively beginning at 10:30 a.m. It is suggested that Public Comment be heard before and after each workshop session in person or through the approved Public Comment process and form.

Suggested dates for the Public Hearing shall be Monday, July 28, 2025 at 10:30 a.m.

Suggested adoption date shall be Monday, August 4, 2025 at the regular monthly meeting of the Hyde County BOC.

RECOMMEND: REVIEW CHANGES TO THE SOLID WASTE ORDINANCE. SET WORKSHOP DATE AND CALL FOR PUBLIC HEARING.

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

Chapter 32 - SOLID WASTE^[1]

Footnotes:

--- (1) ---

State Law reference— Solid waste management, G.S. 130-166.16 et seq.; local government solid waste responsibilities, G.S. 130A-309.09A; county may establish and operate solid waste collection and disposal facilities outside city corporate limits, G.S. 153A-292; location of garbage collection containers on highway rights-of-way, G.S. 136-18.3; authority of the county to regulate the storage, collection, transportation, use and disposal of solid waste, G.S. 153A-136; authority to levy taxes to provide solid waste collection and disposal services, G.S. 153A-149(c)(312); solid waste management, 15A N.C. Admin. Code 13B.0101 et seq.

ARTICLE I. - IN GENERAL

Secs. 32-1—32-18. - Reserved.

Sec. 32.1 TITLE.

This chapter may be cited as the “Solid Waste Ordinance of Hyde County, North Carolina. “

Sec. 32.2 PURPOSE

The purpose of this chapter is to regulate the management, storage, collection, transportation, and disposal of solid waste generated in the county, to ensure proper safe handling, and to provide for the general health of its citizens and protection of the environment.

Sec. 32.3 AUTHORITY

The county enacts this chapter pursuant to G.S. Chapter 130A and G.S. Chapter 153A.

32.4 JURISDICTION

Pursuant to G.S. 153A-122, this Ordinance shall apply to any part of Hyde County. Pursuant to G.S. 153A-132.1, this Ordinance shall also apply to all streets and highways within the county as well as any property owned or operated by the county. Unless

otherwise indicated, this chapter also applies to both publicly owned and privately-owned solid waste management facilities located in Hyde County.

32.5 LIABILITY

As a public service, the county's collection sites may be used by private citizens at the times and under the conditions set forth in this chapter. While the county offers this convenience, the county shall not be responsible for damage to private property or personal injury which may occur on the sites. Neither the county nor its employees shall be liable for damage to private vehicles or personal injury to persons using the county's collection system.

32.6 CHOICE OF LAW AND VENUE

The State Courts of the State of North Carolina shall have sole jurisdiction over any disputes which arise under this Ordinance or otherwise regarding the parties or properties subjected thereto, and venue shall be proper and shall lie exclusively in the District and superior Courts of Hyde County, North Carolina.

32.7 CONFLICT WITH OTHER ORDINANCES OR LAWS

It is not intended that this Ordinance repeal, abrogate, annul, impair, or interfere with any existing provisions of any other ordinances or laws. However, if the requirements of any other lawfully adopted rules, regulations, or ordinances of the County of Hyde conflict with this Ordinance, the more restrictive requirement or the requirement that imposes the higher standard will govern.

32.8 SEVERABILITY

If any section of this ordinance is determined to be invalid or unenforceable, all other sections shall nevertheless continue in full force and effect.

32.9 - 32.18 RESERVED.

ARTICLE II. - SANITARY LANDFILL FRANCHISES

Sec. 32-19. - Required.

No sanitary landfill, as defined in G.S. ch. 130A, [art. 9](#), shall be operated within the county without a franchise granted pursuant to this article.

(Ord. No. 126, § 1-1, 7-19-2004)

Sec. 32-20. - Term.

The term of a franchise shall be stated in the franchise, but shall not exceed 30 years. At any time during the last ten years of an existing franchise the franchisee may, upon proper application, request an extension of the franchise. In no event may the renewal term and the remaining term of the existing franchise exceed a total of 30 years.
(Ord. No. 126, § 1-2, 7-19-2004)

Sec. 32-21. - Nonexclusive.

A franchise is nonexclusive. The county reserves the right in its discretion to grant additional franchises at any time.

(Ord. No. 126, § 1-3, 7-19-2004)

Sec. 32-22. - Transferability.

(a) *Franchise.* Any franchise granted hereunder cannot be sold, transferred leased, assigned or disposed of including, but is not limited to:

- (1) By force or voluntary sale;
- (2) Merger;
- (3) Consolidation; and
- (4) Receivership or other means without the county's prior consent, which shall not be unreasonably withheld.

(b) *Threshold.* The grantee shall promptly notify the county of any actual or proposed change in or transfer of, or acquisition by any other party of, control of the grantee.

(1) *Control defined.* The term "control" is not limited to major stockholders, but includes actual working control in whatever manner exercised.

(2) *Rebuttable presumption.* A **rebuttable** presumption that a transfer of control has occurred shall arise upon the disposal by the grantee:

A. Directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of 50 percent or more, at one time, of the ownership or controlling interest in the system; or

B. Fifty percent cumulatively over the term of the franchise of such interest to a corporation, partnership, limited partnership, trust, limited liability, or company association, or person or group of persons acting in concert.

(3) The county shall exercise its power to approve a transfer of ownership or control in a manner consistent with section 617 of the Communications Act (47 USC 537).

© *Process.* Every transfer, sale, lease, assignment or disposition of including, but not limited to, by force or voluntary sale, merger, consolidation, receivership or other means or acquisition of control of the grantee shall make the franchise subject to cancellation unless and until the county shall have consented thereto, which consent will not be unreasonably withheld.

(1) *Inquiry.* For the purpose of determining whether it shall consent to such transfer, sale, lease, assignment or disposition of including, but not limited to, by force or voluntary sale, merger, consolidation, receivership or other means or acquisition of control of the grantee the county may inquire into the legal, financial, character, technical and other public interest qualifications of the prospective controlling party, and the grantee shall assist the county in any such inquiry.

(2) *Failure to provide information grounds for denial.* The failure to provide all information reasonably requested by the county as part of said inquiry may be grounds for denial of the proposed transfer, voluntary sale, merger, consolidation, receivership or other means or acquisition of control of the grantee.

(3) *Consent.* If the county finds that such transfer, after considering the legal, financial, character, technical and other public interest qualifications of the applicant, is satisfactory, the county will transfer and assign the rights and obligations of such franchise as may be in the public interest. The consent of the county to such transfer shall not be unreasonably withheld.

(d) *Assumption of control.* The county agrees that any financial institution having a pledge of the franchise or its assets for the advancement of money for the construction and operation of the system shall have the right to notify the county that it or its designee satisfactory to the county will take control of and operate the operation that will ensure continued service and compliance with all franchise obligations during the term the financial institution exercises control over the system. The financial institution shall not exercise control over the system for a period exceeding one year, unless extended by the county at its discretion and during said period of time it shall have the right to petition for transfer of the franchise to another grantee.

(e) *Signatory requirement.* Any approval by the county or transfer shall be contingent upon the prospective controlling party becoming a signatory to the franchise.

(Ord. No. 126, § 1-4, 7-19-2004)

Sec. 32-23. - Application; contents.

An application for a franchise shall include the following information:

(1) The qualifications of the applicant to operate a sanitary landfill, including information concerning the applicant's:

- A. Legal and financial status;
- B. Character, experience and business reputation;
- C. Technical expertise; and
- D. Any other information relevant to the applicant's qualifications;

(2) A statement of the population to be served, including a description of the geographic area;

(3) A description of the volume and characteristics of the waste stream; and

(4) A projection on the useful life of the landfill.

(Ord. No. 126, § 1-5, 7-19-2004)

Sec. 32-24. - Grantee of franchise.

Upon review of the application and consideration of any other information or factors it deems relevant, the county board of commissioners may issue a franchise in its discretion, and may include whatever requirements, restrictions or provisions it deems advisable in the public interest.

(Ord. No. 126, § 1-6, 7-19-2004)

Sec. 32-25. - Forfeiture or revocation.

(a) *Grounds.* The county reserves the right to revoke any franchise granted hereunder and rescind all rights and privileges associated with the franchise in accordance with the procedures set forth herein in the following circumstances, each of which represents a default and breach under this article and the franchise grant:

(1) Grantee's default in the performance of any of the material obligations under this article, the franchise or under such documents, contracts and other terms and provisions entered into by and between the county and the grantee;

(2) Grantee's violation of any orders or rulings of any regulatory body having jurisdiction over the grantee after notice thereof, continuing and not being remedied within 60 days of notice;

(3) Grantee's fraud or any unfair or deceptive act or practice with regard to the county or the public under state law;

(4) Grantee's insolvency, inability or unwillingness to pay its debts; or grantee is adjudged bankrupt; and

(5) Grantee's misrepresentation of a material fact in the application for, or negotiation of the franchise or any extension or renewal thereof.

(b) *Procedure prior to revocation.*

(1) *Written demand; notice.* The county shall make written demand that the grantee comply with any material requirement, limitation, term, condition, rule or regulation or correct any action deemed cause for revocation. If the failure, refusal or neglect of the grantee continues for a period of 30 days following such written demand, the county shall place its intent to revoke the franchise upon a regular county commissioner meeting agenda. The county shall cause to be mailed by certified mail to grantee at least ten days prior to the date of such meeting, a written notice of intent to revoke and the reasons therefor, and the time and place of the meeting notice of which shall be published by the county clerk at least once ten days before such meeting in a newspaper of general circulation within the county.

(2) *Hearing.* The county board of commissioners shall hear any persons interested therein, and shall determine in its discretion, whether or not any failure, refusal or neglect by the grantee was with just cause.

(3) *Reasonable failure.* If such failure, refusal or neglect by the grantee was with just cause, as reasonably determined by the county, the county board of commissioners shall direct the grantee to comply within such time and manner and upon such terms and conditions as are reasonable.

(4) *Unreasonable failure; revocation.* If the county board of commissioners shall determine that such failure, refusal or neglect by the grantee was without just cause, then the county board of commissioners shall, by resolution, declare that the franchise of the grantee shall be revoked.

(Ord. No. 126, § 1-7, 7-19-2004)

Sec. 32-26. - Equal opportunity policy.

Equal opportunity employment shall be afforded by the grantee to all qualified persons, and no person shall be discriminated against in employment because of race, color, religion, age, national origin, sex or handicap. The grantee shall comply with all equal opportunity provisions enacted by federal, state and local authorities.

(Ord. No. 126, § 1-8, 7-19-2004)

Sec. 32-27. - Notice.

All notices from the grantee to the county pursuant to this article and franchise shall be to the county manager or his designee. The grantee shall maintain with the county throughout the term of the franchise an address for service of notices by mail, which address shall be noted in the franchise agreement.

(Ord. No. 126, § 1-9, 7-19-2004)

Sec. 32-28. - No recourse against the grantor.

Except when seeking equitable relief, the grantee shall have no recourse whatsoever against the county or its officials, boards, commissions, agents or employees for any loss, cost, expense or damage arising out of any provision or requirements of the franchise or because of the enforcement of this article or the franchise.

(Ord. No. 126, § 1-10, 7-19-2004)

Sec. 32-29. - Incorporation of provisions.

The requirements of this article shall be deemed to be included and binding on the grantee of any franchise.

(Ord. No. 126, § 1-11, 7-19-2004)

Secs. 32-30—32-48. - Reserved.

ARTICLE III. - MANAGEMENT AND REGULATION

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, § I, 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:

Agricultural solid waste means waste produced wholly from agricultural operations directly related to the growing of crops or raising of animals for the primary purpose of making a profit for a livelihood.

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.

Clean wood means untreated wood pieces and particles that do not contain paint, laminate, bonding agents, or chemical preservatives or are otherwise unadulterated.

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, industrial waste and institutional wastes.

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.

Director means the Hyde County Solid Waste Director who is the administrator designated with the responsibility for the solid waste program, or designated representative.

Disposal means the final placement of collected solid waste into a landfill or other lawful site.

~~— *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.~~

Electronics means waste consisting of televisions, computers, peripherals, etc.

Fee Schedule means a listing of fees charged by the County that is determined by the Board of Commissioners at least once per year, typically during the annual budget process.

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.

Household bulk waste means solid waste generated in a residence that is generally too large to be accepted by the compactors at the County collection sites. Bulk waste items may include discarded furniture (couches, recliners, table, mattresses, dressers), and other similar items. For the purpose of this chapter, construction and demolition waste shall not be considered bulk waste.

Household solid waste means any waste generated in a residence in the course of ordinary day-to-day living, including but not limited to food waste, paper, plastic, textiles, metal, and glass.

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 that is not hazardous waste.

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.

Inhabitable structural unit means a building structure that has a minimum four walls, foundation, roof, and utilities such as water, sewer or septic, and electrical.

Institutional solid waste means solid waste generated by educational, health care, correctional, and other institutional facilities, **excluding residential, commercial and industrial waste.**

Land-clearing debris means solid waste that is generated solely from land-clearing activities, **excluding construction and demolition waste.**

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. **A landfill may be publicly or privately owned.**

Liquid waste is a non-solid material that has no further use and must be treated and disposed of according to local, state, and federal regulations. For the purposes of this chapter, Used Motor Oil shall be excluded from the definition of liquid waste.

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.

Mixed metal means ferrous and non-ferrous metallic materials.

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.

Non-putrescible waste means waste that does not contain organic matter having the tendency to decompose and create odors.

Operator means any person, including the owner, who is principally engaged in, and is in charge of, the actual operation, supervision, and maintenance of a solid waste management facility and includes the person in charge of a shift or periods of operation during any part of the day.

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. The term does not include uncontaminated yard waste or clean wood.

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

Recovered materials means those materials which have known recycling potential, can be feasibly recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse by separation, collection, or processing.

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.~~ *all non-putrescible waste.*

~~*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.~~ *by the state and the county or any appropriate federal agency.*

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 waste under RCRA shall also be a solid waste for the purposes of this definition.~~

Solid waste is any material no longer used for its originally intended purpose, which will be discarded, treated to reclaim its original properties or processed to be used for an alternative purpose. "Trash" or "garbage" are terms frequently used in place of "solid waste".

- ~~—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.

Solid waste container means a container used for the temporary storage of solid waste or recyclables while awaiting collection.

Solid waste collection site means any place owned, leased, or operated by the county at which solid waste containers have been placed.

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

Solid waste management means purposeful, systematic control of the generation, storage, collection, transport, separation, treatment, processing, recycling, recovery and disposal of solid waste.

Storage means the containment of solid waste, either on a temporary basis or for a period of years in a manner which does not constitute disposal.

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 facility means a permanent structure with mechanical equipment used for the collection or compaction of solid waste prior to the transportation of solid waste for disposal.

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.

Treatment means any method, technique, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of any hazardous waste to neutralize such waste or so as to render such waste nonhazardous, safer for transport, amenable for recovery, amenable for storage or reduced in volume. The term "treatment" includes any activity or processing designed to change the physical form or chemical composition of hazardous waste to render it nonhazardous.

Used motor 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 waste means solid waste consisting solely of vegetative matter resulting from landscaping maintenance such as brush, grass, tree limbs, leaves, and similar vegetative material. For the purposes of this chapter, this term does not include stumps or material greater than 8" in diameter or 6' - 8' in length.

(Ord. No. 116, § II, 7-15-2002)

Sec. 32-51. - Storage and disposal.

General Provisions.

(A) All solid waste management in the county shall be in accordance and in compliance with solid waste management rules as set forth by the Department and the Division, as from time to time amended.

(B) All solid waste shall be stored, collected, transported, treated, processed, reclaimed, recycled, and disposed of in a manner consistent with the requirements of this chapter and with applicable state and federal law.

(C) ~~(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.

(D) ~~(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.

(E) ~~(c)~~—Garbage shall be stored only in ~~county approved and authorized disposal bags~~ ~~within a containers~~ that ~~is~~ **are** 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.

(F) ~~(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.

(G) ~~(e)~~ No abandoned or derelict vehicle shall be placed or left outside uncovered for more than ten days.

(H) ~~(f)~~ No owner, occupant, tenant, or lessee of a building or dwelling, other than a licensed junk dealer salvage and/or recycling operation may place or leave, or cause to be placed or left, outside the building or dwelling any bulky waste for longer than seven days.

(I) ~~(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 or locking the door closed, so that entry to the appliance or receptacle by children has been eliminated.

(J) ~~(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.

(K) ~~(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.

(L) ~~(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.

(M) ~~(k)~~ Construction wastes must be disposed of at disposal sites approved and permitted by the department.

(N) ~~(l)~~ Regulated medical, hazardous, and radioactive waste must be disposed of according to written procedures approved by the department.

(O) ~~(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) Open burning of solid waste is prohibited pursuant to 15A NCAC 02D.1903

(s) No person, solid waste collector, or company shall dump or deposit waste into any county owned collection site except as authorized by state and county regulations.

(t) No person, solid waste collector, or company shall dispose of hazardous or liquid wastes in any county-owned collection site or transfer station.

(u) No person, solid waste collector, or company shall dispose of solid waste, except by one of the following methods, provided that:

- 1) Sanitary landfill which has been approved by the Department.
- 2) Collection and recycling centers operated by the county.
- 3) Incinerators which meet all requirements of the local, state, and federal air pollution standards and have been approved by the appropriate state and federal agencies.
- 4) Construction/demolition landfill approved by appropriate county, state and federal agencies.
- 5) By any other methods including reclaiming or recycling processes which have been approved by the department.

(v) A violation of this section is punishable as outlined in Section 32-54.

~~— @ 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.~~ ANNUAL SOLID WASTE FEES.

(A) An annual solid waste fee will be billed to the owner of each inhabitable structural unit and each commercial unit in the county.

(B) The annual solid waste fee shall be in accordance with the current schedule of fees adopted by the board of commissioners.

(C) The annual solid waste fee is intended to recover costs of disposing of solid waste in the county, the management of the solid waste collection service, scrap tire collection service, yard waste collection service, and other solid waste services.

(D) Residential, commercial, industrial, or institutional inhabitable structural units will not be billed annual solid waste fees if private collection services are servicing the tax parcel with a front-end truck, and the County does not pay for the disposal cost of the waste.

(E) The bill for the annual solid waste fee shall be directed to and paid by the owner of the inhabitable structural unit or commercial unit, even if the unit is occupied or leased by another person. Fees shall be based on the real property tax listings as of January 1 of each year. The tax assessor shall prepare and send bills on or about August 1 of each year.

(F) As authorized by G.S. 105-360 and G.S. 153A-293, annual solid waste fees shall be billed with the annual ad valorem property tax bill. Fees are payable in the same manner as property taxes and become due upon receipt and past due on January 6 of the following year. Delinquent solid waste fees may be collected by the tax collector in any manner by which delinquent personal or real property taxes can be collected, including garnishment, attachment, and foreclosure. Solid waste fees are a lien on the real property described on the bill that includes the fee. Delinquent solid waste fees become a lien upon publication of the legal notice.

~~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.~~ SOLID WASTE COLLECTION

~~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)

(A) Solid waste shall be collected by the following methods:

- (1) Transporting the solid waste to a transfer facility or landfill facility permitted by the department.
- (2) Placing the solid waste in a receptacle provided at a collection site within the county.
- (3) Placing the solid waste in a receptacle provided by a commercial solid waste collector.
- (4) Other lawful means.

(B) Collection Sites

- (1) The county, directly or through contractors, shall provide, operate, and maintain collection sites throughout the county for use by county residents and businesses for the purpose of collecting and consolidating residential and commercial solid waste prior to transportation to a transfer facility or disposal facility.
- (2) Collection sites shall be available for use by all persons occupying improved residential property in the county and businesses not contracted with an approved collector that disposes of that solid waste in a transfer station or landfill.
- (3) Non-residents and businesses with an approved collector disposing in a transfer station or landfill that has had the solid waste availability fee waived are prohibited from using the collection sites.
- (4) Waste generated outside Hyde County is prohibited.
- (5) The operating schedule will be made public via signage, website postings, press releases, other appropriate means.
- (6) No person shall leave solid waste at the collection site outside the receptacle.
- (7) The following waste types may be accepted at collection sites when there is a specific area designated for the collection of such items:
 - (a) Household and Commercial Solid Waste
 - (b) Household Bulk Waste
 - (c) Yard Waste
 - (d) White Goods
 - (e) Mixed Metal
 - (f) Used Motor Oil (and associated filters)
 - (g) Electronics
 - (h) Recycling of specific products as markets allow
 - (i) Other material as approved by the board.
- (8) All other waste types are expressly prohibited from disposal at solid waste collection sites.
- (9) No person may loiter, scavenge, or rummage about the collection sites to remove articles therefrom.
- (10) No person shall vandalize any property associated with solid waste collection sites.
- (11) No person may trespass on property used for solid waste collection during non-operational hours.
- (12) Solid waste may be observed and inspected for prohibited materials. Persons attempting to dispose of unacceptable material shall remove such materials from the collection site. Persons refusing to comply shall be subject to penalties set forth in Section 32-54.

- (13) Users of the collection sites may be asked to provide information related to their residence location and the origin location of the waste.

(C) Transfer Station

1. The County shall contract to provide transfer station services.
2. Residents and businesses must pay posted fees for disposal of construction, demolition, land clearing, and all other types of waste other than household waste generated in Hyde County.

Sec. 32-54. - Enforcement and Penalties.

- ~~(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 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; [Ord. of 7-1-2013](#).)

- (A) Enforcement of this article shall rest with those governmental agencies and personnel authorized to exercise police powers under G.S. 14-399 and shall include, without limitation, the Hyde County Solid Waste Department, the Hyde County Health Department and the Hyde County Sheriff's Office.
- (B) The provisions of this article shall be enforced by the inspection of property and by the observation of persons who are suspected of violating any of the provisions contained herein. Enforcement personnel are empowered to issue citations, warning citations, or letters of warning when any of the provisions of this article shall have been violated.
- (C) Enforcement personnel may issue a warning letter or warning citation. Such a letter or warning citation shall state therein the nature of the violation, the corrective measures to be taken, and the time and date when corrections are to be completed. Failure to comply with the corrective measures stated in such warning notices shall be just cause for enforcement personnel to issue a citation for violation of this article.

- (D) Persons found to be in violation of the provision of this article may be allowed to perform remedial cleanup work in lieu of persecution, injunctive action, or civil penalties at the discretion of the Hyde County Solid Waste Department.
- (E) The County shall have the power to collect delinquent account by any remedy provided by law for collection and enforcing private debts as provided for in G.S. 153A-277 (b).
- (F) The County may, at its discretion, take any one or more of the following actions to remedy and violation in this chapter:
 - (1) Denial of Use.
 - (a) The County may deny use of any solid waste facility to any person due to violation of any section of this chapter.
 - (2) Recovery of Costs.
 - (a) In addition to other penalties imposed for violations of this chapter, any person determined to have caused the violation shall be liable to the County for any one or more of the following:
 - (i) Costs incurred by the County for any cleaning, repair, or replacement work caused by the violation;
 - (ii) Expenses, loss, damage, or costs and expenses incurred by the County, including but not limited to, attorney fees, engineering fees, and other expert and consulting fees caused by the violation; and
 - (iii) Other consequential damages, foreseen and unforeseen, to the County, including but not limited to, fees, penalties, damages, and other costs incurred in the County's defense against claims for such consequential damages.
 - (b) The Department will determine actual charges. If contested, the board will determine the amount of the charges.
 - (c) All costs associated with the removal of accumulated solid waste on property shall be billed to the originator if determined through prima facie evidence.
 - (d) All costs associated with the removal of accumulated solid waste on a property whose originator cannot be determined shall be billed to the property owner. Failure to pay the costs for the removal of the solid waste will constitute a lien against the real estate enforceable in the same manner as real estate taxes.
 - (3) Civil Penalties
 - (a) The County may assess a civil penalty for violation of this chapter. The civil penalties shall be divided into three tiers:
 - (i) Tier One

- 1) Littering. Littering includes the improper disposal of small quantities of solid waste on private or public land and highway rights-of-ways.
- (ii) Tier Two
 - 1) Scavenging. Unauthorized salvaging of discarded items.
 - 2) Improper transportation, including uncovered trucks and unsecured loads, or improper vehicles by contract haulers of solid waste.
 - 3) Failure to remove solid waste from property within thirty (30) days of notification by the County.
 - 4) Violations of county requirements on use of solid waste collection sites.
- (iii) Tier Three
 - 1) Illegal dumping, including leaving solid waste at a closed solid waste facility or dumping in unapproved areas.
 - 2) Illegal burning of solid waste.
- (b) Penalty amounts shall be published in the Solid Waste Fee Schedule.
- (4) Criminal Penalties
 - (a) In addition to or in lieu of the civil penalties described herein, violators may be criminally charged per G.S. 14-4. Violation of the chapter is a Class 3 misdemeanor and shall be subject to a fine of not more than \$500.00

Sec. 32-55 - LITTERING AND UNAUTHORIZED DUMPING

- (A) Littering is prohibited pursuant to G.S. 14-399.
- (B) 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 designated for the collection of solid waste.
- (C) It shall be unlawful to leave solid waste at a closed collection site.
- (D) It shall be unlawful for any person to litter at collection sites. Littering shall include dumping solid waste in a solid waste container that causes the container to overflow.
- (E) The owner or operator of a vehicle shall be responsible dumping, littering, and other violation in which his vehicle is used.
- (F) If any solid waste disposed of in violation of this section can be identified as having last belonged to, been in possession of, sent to or received by, or to have been the property of any person prior to being disposed of, such identification shall be presumed to be prima facie evidence that such person disposed of or caused to be disposed of such solid waste in violation of the section

(G) A violation of the section is punishable by as outlined in Section 32-54.

Secs. 32-55—32-74. - Reserved.

ARTICLE IV. - LICENSING OF SOLID WASTE COLLECTORS

Sec. 32-75. - Definitions.

The following words, terms and phrases, shall have the meanings ascribed to them in this section, in the interpretation and enforcement of this article:

~~Board means the Board of Commissioners of Hyde County.~~

~~_____~~

~~Collection means the act of removing solid waste to the transfer stations or the facility.~~

~~_____~~

Facility means the East Carolina Environmental Landfill in Bertie County, North Carolina.

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

Solid waste means any solid wastes that may be disposed of in sanitary landfills, including, without limitation, garbage, refuse, trash and other discarded material, whether from residential, commercial, industrial or institutional sources, which wastes are typically found in household, commercial or municipal refuse.

Solid waste collector means any person who collects, transports or disposes of solid wastes for compensation, other than one who removes solid waste from his own premises or one for whom the removal of solid waste is incidental to his primary business, for example, a building contractor who disposes of construction debris on his jobs.

Solid waste license or *license* means a license for the collection, transportation and disposal of solid waste pursuant to [section 32-76](#) of this article. D

Transfer stations means the following three transfer stations: Chowan/Gates/Perquimans Counties Transfer Station, Currituck County Transfer Station and Dare County Transfer Station.

(Ord. No. 2009-06-03, § 1, 7-20-2009)

Sec. 32-76. - Solid waste license required.

(A) It shall be unlawful for any person to engage in business as a solid waste collector within any area of Hyde County, without first having procured a solid waste license from the ~~board~~. [Hyde County Solid Waste Department](#). All solid waste collectors within Hyde County shall dispose of all solid waste generated within any area of Hyde County at [an approved convenience site](#), at the facility or the transfer stations. (Ord. No. 2009-06-03, § 2, 7-20-2009)

(B) [Hyde County will provide payment for disposal of waste generated in Hyde County, collected by licensed solid waste collectors, and disposed of only at the location determined by the county.](#)

(C) [Every person, firm and corporation engaged in the collection of household solid waste in the county, except for on's self, one's firm or corporation, shall first make application to and secure from the Hyde County Solid Waste Department a privilege license which shall be in a sum per year per person, firm or corporation applying for that privilege, as set in the solid waste fee schedule.](#)

(D) [All licenses issued under this chapter shall be for one year which shall be for the fiscal year beginning July 1, and ending June 30. Licenses issued to household solid waste collectors within a fiscal year shall only be for a period beginning on the date the license is issued and ending June 30.](#)

(E) [All licensed household solid waste collectors shall display plainly visible decals or lettering on the collection vehicle showing the name and address or phone number of the owner. The information shall be on file with the Hyde County Solid Waste Department.](#)

(F) [All licensed household solid waste collectors' vehicles and containers used for the collection of waste in Hyde County shall be covered, leakproof, durable and easily cleaned. Open body trucks or other vehicles used in collection and transportation of](#)

solid waste shall be covered with canvas or other substantial material to prevent contents from falling, leaking, spilling, or being blown from the vehicle. If spillage or leakage should occur, the material shall be recovered immediately by the licensed solid waste collector and returned to the vehicle or container, and the area properly cleaned.

(G) Licensed household solid waste collectors shall remove the garbage or refuse of their customers at least once a week from the designated pickup location.

Sec. 32-77. - Application, issuance, revocation of license.

(a) *Application.* All applicants for solid waste licenses shall file a written application with the board's authorized representative and shall furnish the following information:

- (1) The name and address of the applicant, and whether the applicant is a sole proprietorship, corporation, partnership or other entity;
- (2) A list of the collection vehicles the applicant plans to use in Hyde County; and
- (3) Any other information the board's authorized representative may reasonably request.

(b) *Five-year license.* Solid waste licenses shall be issued for five-year periods. Licenses may be renewed with the information designated in subsection (a) of this section being presented to the board's authorized representative at least 30 days prior to the expiration of the existing and valid license.

© *Selection of applicants; granting of licenses.* The board's authorized representative shall review applications for solid waste licenses and license renewals, and shall issue licenses and renewals to applicants meeting the requirements of this article.

(d) *Investigation of solid waste collectors prior to license issuance.* Before issuing a license pursuant to this article, the board's authorized representative may inspect the facilities, equipment and solid waste collection vehicles the applicant plans to use in the solid waste collection business.

(1) The board's authorized representative shall issue the applicant a license when the board's authorized representative determines that the application is complete and the applicant is in compliance with this article.

(2) When a license is issued to a solid waste collector, the solid waste collector shall affix a sticker indicating that the solid waste collector has a valid license to all of its solid waste collection vehicles that are to be operated in Hyde County. The board's authorized representative shall issue stickers to the solid waste collector at the time the license is issued. Licensees may obtain additional stickers from the board's authorized representative.

(3) If the board's authorized representative denies an applicant a license, the applicant may request a hearing before the board by giving written notice of appeal to Hyde County manager within five working days of receipt of the board's authorized representative's decision denying the license. After a hearing on the appeal, the board shall either affirm the denial or direct the board's authorized representative to issue the license.

(e) *Revocation.* When the board's authorized representative finds that a licensee has violated this article or the conditions of the license, the licensee shall receive written notice of the violation and be informed that if another violation occurs within 30 working days, or in the case of continuing violation if it is not corrected within ten working days, the license will be revoked. If another violation occurs within the 30-working day period, or if the continuing violation is not corrected within ten working days, the board's authorized representative shall give the licensee written notice that the license is revoked. Upon receipt of the revocation, the licensee shall cease collecting, transporting or disposing of solid wastes in any area of Hyde County immediately. The board's authorized representative may reinstate a revoked license after the revocation has been in effect for 30 working days if the board's authorized representative finds that the conditions causing the violation have been corrected. A licensee whose license has been revoked may appeal the revocation to the board by giving written notice of the appeal to the board's authorized representative within five working days of receiving notice of revocation from the board's authorized representative. After a hearing on the appeal, the board shall either affirm the revocation or direct the board's authorized representative to reinstate the license.

(Ord. No. 2009-06-03, § 3, 7-20-2009)

Sec. 32-78. - License fee.

The licensee shall pay to the county ~~the sum of \$50.00~~ a fee as outlined in the county's [Master Fee Schedule adopted by the board](#) for the issuance of the license ~~and the sum of \$1.00~~ for each sticker to be affixed to each solid waste collection vehicle.

(Ord. No. 2009-06-03, § 4, 7-20-2009)

Sec. 32-79. - Non-transferability of licenses.

Solid waste licenses are non-transferable and non-assignable.

(Ord. No. 2009-06-03, § 5, 7-20-2009)

Sec. 32-80. - Responsibilities of licensee.

(a) The licensee shall serve every person who contracts with it for solid waste collection in such a manner that the licensee does not cause the person to be in violation of this article.

(b) The licensee shall dispose of all solid waste generated within any area of Hyde County at [an approved convenience site](#), the facility or the transfer stations.

© A licensee shall submit an annual report to the board's authorized representative containing the following information:

(1) A list of the collection vehicles the licensee used in Hyde County during the reporting year;

(2) The total amount of solid waste collected in Hyde County and the locations where the solid waste was disposed of during the reporting year;

(3) A certification that all solid waste the licensee collected in Hyde County was disposed of at the facility or the transfer stations; and

(4) Any other information the board's authorized representative may reasonably request.

(Ord. No. 2009-06-03, § 6, 7-20-2009)

Sec. 32-81. - Enforcement.

(a) *Penalty.* Any person who is found in violation of this article shall be subject to a civil penalty not to exceed \$500.00 as provided in G.S. 153-123. Each day's violation shall be treated as a separate offense.

(b) *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.

(Ord. No. 2009-06-03, § 7, 7-20-2009)

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Chair, Vice-Chair, Commissioners, Manager
Attachment: No

ITEM TITLE: MANAGEMENT REPORTS

SUMMARY: This is a time for each Commissioner to give reports on their work representing the County.

Additionally, Commissioners may wish to bring up issues they wish to have followed up by the Board or by the County Manager.

The County Manager will give an oral update on various projects and other administrative matters.

RECOMMEND: Receive reports. Discussion and possible action as necessary.

MOTION MADE BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

MOTION SECONDED BY: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

VOTE: ☐ MATHEWS
☐ SWINDELL
☐ MOORE
☐ MIDGETTE
☐ BERRY

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: July 7, 2025
Presenter: Citizens
Attachment: Yes

ITEM TITLE: PUBLIC COMMENTS

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

RECOMMEND: Receive comments.

Supplemental Information



DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS
69 DARLINGTON AVENUE
WILMINGTON, NORTH CAROLINA 28403-1343

June 25, 2025

Environmental Resources Section

Dear Sir or Madam:

Enclosed with this letter is the Notice of Availability announcing the public release of the Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) for the Hatteras to Hatteras Inlet Channel Realignment Changes, Rollinson Channel Navigation Project, dated June 2025. The Federal action includes the maintenance dredging of Rollinson Channel, Hatteras Basin, Hatteras Ferry Connecting Channel, Hatteras Ferry Channel Ranges 2, 3, 4, and 5, as well as the current horseshoe route through Hatteras Inlet, with multiple placement options, using contracted hydraulic pipeline dredges or Government plant. Maintenance dredging of the Federal navigation channels is required to maintain safe and reliable navigability for the North Carolina Department of Transportation's ferry service, visitors, residents, and commercial and recreational fishermen. The EA/FONSI is available on the U.S. Army Corps of Engineers' (USACE) website at:

<https://www.saw.usace.army.mil/Missions/Navigation/Dredging>

The EA/FONSI has been prepared in accordance with USACE regulations for implementing the National Environmental Policy Act (NEPA) of 1969 (33 CFR 230), as amended. Based on the information in the EA/FONSI, we have determined that the proposed Federal action will not significantly affect the quality of the human environment, and an Environmental Impact Statement will not be prepared.

This completes the NEPA process for this action. If there are questions, they may be submitted to Mr. John Policarpo at John.N.Policarpo@usace.army.mil.

Sincerely,

Bret L. Walters, Chief
Planning and Environmental Branch

Enclosure



**US Army Corps
of Engineers**®
Wilmington District

CESAW-ECP-PE

June 25, 2025

NOTICE OF AVAILABILITY

FINDING OF NO SIGNIFICANT IMPACT (FONSI)

HATTERAS TO HATTERAS INLET CHANNEL REALIGNMENT CHANGES,

ROLLINSON CHANNEL NAVIGATION PROJECT

HYDE AND DARE COUNTIES

TO WHOM IT MAY CONCERN: A Finding of No Significant Impact (FONSI) has been prepared that discusses and responds to comments received during the 30-day review of the Hatteras to Hatteras Inlet Channel Realignment Changes, Rollinson Channel Navigation Project, Draft Environmental Assessment. The Federal action includes the maintenance dredging of the federally authorized Rollinson Channel project, which includes Rollinson Channel, Hatteras Basin, Hatteras Ferry Connecting Channel, Hatteras Ferry Channel Ranges 2, 3, 4, and 5, as well as the current horseshoe route through the inlet, which includes Barney Slough, Pamlico Sound Channel, Sloop Channel, and Hatteras Connector Channel. Maintenance dredging would be accomplished using Government-owned shallow draft plant and contracted hydraulic cutterhead pipeline dredges with several dredged material placement options, in Hyde and Dare Counties, North Carolina. Pipeline dredging would be used for initial dredging, then every 3 to 5 years, depending on shoaling rates and available funding. The use of Government-owned plant (sidecast and special purpose hopper dredges) would occur on an as-needed basis between hydraulic pipeline dredging events throughout the project area.

The draft Environmental Assessment (EA) was circulated to Federal and State agencies and the public on March 21, 2025. The draft EA described the proposed changes addressed in the Draft EA include expansion of the horseshoe route navigation corridor within the Hatteras Inlet complex, the creation of a new navigation corridor for the Hatteras Ferry Channel, and new dredged material placement options, as described below. Dredged material placement options include placement on the North Carolina Department of Transportation's Upland Confined Placement Facility; Cora June Island, DOT Island, and Legged Lump Island bird islands; nearshore placement (typically in

depths of -11 to -17 feet MLLW) off the east end of Ocracoke Island or off the west end of Hatteras Island; placement in deep water to protect the Ocracoke Ferry Landing sheet pile wall; on oceanside beaches on both Hatteras and Ocracoke Islands; littoral zone placement via pipeline off Ocracoke and Hatteras Islands; deep-water placement areas within the horseshoe route; open-water placement within the flood tidal delta on the west side of Ocracoke Inlet; and open-water placement in two locations within Pamlico Sound north and northeast of the horseshoe route.

Contracted hydraulic pipeline dredges may work any time of year in the project area; however, to protect fisheries resources, Government plant dredging has an environmental timeframe to conduct work between October 1 through March 31 for Barney Slough Channel, Pamlico Sound Channel, and Sloop Channel South. Within the horseshoe route, Sloop Channel North and Hatteras Connector Channel have no environmental timeframes associated with dredging actions. There are also environmental timeframes for placement of dredged material on beaches and the littoral zone (November 16 to March 31) and bird islands (September 1 to March 31). These timeframes, established by the U.S. Fish and Wildlife Service (USFWS) and North Carolina Wildlife Resources Commission (NCWRC) are in place to protect nesting shorebirds and sea turtle habitats.

During public review of the draft EA, no substantial concerns were raised by resource agencies. However, the National Park Service requested that additional language be added to explain the Special Use Permit process and how it pertains to the proposed work. In addition, the National Marine Fisheries Service, Habitat Conservation Division, requested additional information be addressed regarding essential fish habitat. The final EA has incorporated the requested changes where practicable.

The FONSI has been prepared in accordance with the U.S. Army Corps of Engineers' regulations for implementing the National Environmental Policy Act of 1969 (NEPA) (33 CFR 230), as amended. Based on the information contained in the Environmental Assessment (EA), we have determined that the proposed Federal action will not significantly affect the quality of the human environment and an Environmental Impact Statement will not be prepared. This Notice of Availability is being distributed to notify all known interested persons of the availability of the FONSI. An electronic version of the FONSI is available on the USACE, Wilmington District website at:

<https://www.saw.usace.army.mil/Missions/Navigation/Dredging>

This completes the NEPA process for this action. If there are questions, they may be sent to Mr. John Policarpo, U.S. Army Engineer District, Wilmington, CESAW-ECP-PE at John.N.Policarpo@usace.army.mil.

JOSH STEIN
Governor
D. REID WILSON
Secretary



June 24, 2025

LTC Kenneth Porter, Wilmington District
U.S. Army Corps of Engineers
69 Darlington Avenue
Wilmington, North Carolina 28403

Dear LTC Porter:

The North Carolina Department of Environmental Quality (Department), in cooperation with Hyde County (County), seeks to enter a one-year, multi-event Memorandum of Agreement (MOA) with the United States Army Corps of Engineers (USACE) to provide funds for "additional dredging" at Sloop Channel North, North Carolina.

The Department requests that USACE pursue approval of the MOA to dredge a non-Federally authorized navigation channel in the Hatteras Inlet complex. The Department and County intend to provide up to \$750,000 over a twelve-month period for the "additional work" if the funds are needed to maintain navigability.

The provision of these funds is dependent upon the Department agreeing to and signing a new project MOA with USACE Wilmington District. The County will provide its funds to the Department and the Department will be the non-Federal interest for the MOA. The Department understands that under this MOA any funds not obligated will be refunded to the Department.

We appreciate the efforts of the USACE on this important project for North Carolina. Please contact Kevin Hart at (919) 707-3607 or Kevin.hart@deg.nc.gov if you have any questions regarding this letter. We look forward to collaborating with you on this project.

Sincerely,

D. Reid Wilson
Secretary



North Carolina Department of Environmental Quality
217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601
919.707.8661