

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 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: January 6, 2025
Presenter: Chairman
Attachment: Yes

ITEM TITLE: CONSIDERATION OF AGENDA

SUMMARY: Attached is the proposed Agenda for January 6, 2025.

RECOMMEND: Review, Amend and Approve.

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

AGENDA

HYDE COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING

JANUARY 6, 2025 REGULAR MEETING

CALL TO ORDER

CONSIDERATION OF AGENDA

MEETING MINUTES

- December 4th Organizational Meeting Minutes
- December 4th Regular Meeting Minutes

PRESENTATIONS

1. Audit Presentation FY 2023-2024.....Alan Thompson
Thompson, Price, Scott, Adams & Co., P.A.
2. NBPSCF Grant Distribution Request.....Dr. Melanie Shaver
Hyde County Schools Superintendent
3. Tax Collections.....Donnie Shumate
• Report – December 2024 Tax Administrator

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. Albemarle Commission Regional Council Appointment.....Manager Noble
2. Trillium Board AppointmentManager Noble
3. Ocracoke Sanitary Board Appointment.....Manager Noble
4. Board of Health Appointment.....Luana Gibbs
Health Director
5. Hyde County Health Department Master Fee Schedule FY 2025 Updates.....Luana Gibbs
Health Director

- 6. Interpretation & Translation Services Contract.....Manager Noble
- 7. Beaufort County Community College Lease Agreement..... Manager Noble
- 8. BHM Library Lease Agreement.....Manager Noble
- 9. IRS Mileage Rate Changes.....Manager Noble
- 10. LASII Fairfield Drainage Improvement Award.....Manager Noble
- 11. Ocracoke Fireworks Contract.....Manager Noble
- 12. NC Soil & Water Conservation Shared Personnel Mutual Aid Agreement.....Manager Noble
- 13. ABC Funds Report for FY 23-24 County: Hyde.....Manager Noble
- 14. DSS Vanguard Personnel Contract.....Manager Noble
- 15. Water Tank Rehabilitation & Resiliency Project Documents.....Manager Noble

BUDGET MATTERS

MANAGEMENT REPORTS

PUBLIC COMMENTS

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

CLOSED SESSION in accordance with NCGS143A-318.11 (a) requested.

ADJOURN

SUPPLEMENTAL INFORMATION

- 1. Hyde County Cooperative Extension Blackland Bulletin
- 2. Soil & Water Monthly Reports
- 3. Oregon Inlet Task Force Letter

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6th, 2025
Presenter: Clerk to the Board
Attachment: Yes

ITEM TITLE: CONSIDERATION OF MINUTES

SUMMARY: Attached are the December 4th, 2024 Organizational Meeting Minutes and Regular Meeting Minutes.

RECOMMEND: Review, Amend, and Approve.

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

ORGANIZATIONAL MEETING MINUTES
HYDE COUNTY BOARD OF COMMISSIONERS
Wednesday, December 4th, 2024 - 6:00p.m.

Following the opening prayer by Vice Chairman Swindell and pledge of allegiance, Chairman Pugh called the December 4th, 2024 Organizational 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 Earl Pugh, Jr.; Vice-Chairman Shannon Swindell; Commissioner Randal Mathews; Commissioner Jan Moore; Attorney Franz Holscher; County Manager Kris Cahoon Noble; Clerk to the Board Richard Mann; and Tax Administrator/IT Director Donnie Shumate.

Commissioner Benjamin Simmons III was absent.

CONSIDERATION OF AGENDA:

Vice Chairman Swindell moved to approve the Wednesday, December 4th, 2024 Organizational Meeting Agenda as presented. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Moore, and Mathews; Nays – None; Absent or not voting – Simmons.

CONSIDERATION OF MINUTES:

Vice Chairman Swindell moved to approve the November 4th, 2022 Regular Meeting Minutes as presented by the Clerk. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Moore, and Mathews; Nays – None; Absent or not voting – Simmons.

PRESENTATIONS:

Honoring of Chairman Pugh and Commissioner Benjamin Simmons III:

Clerk's Note: Commissioner Simmons entered the meeting along with his family.

County Manager Kris Cahoon Noble presented Commissioner Simmons with a gift honoring his service to Fairfield Township which spanned from March 2014 - December 2024. The entirety of the Hyde County Board of Commissioners thanked Commissioner Simmons for his outstanding service and dedication, while also sharing personal memories and tributes.

Commissioner Simmons, surrounded by his family, thanked everyone for their kind words and expressed that it had been an absolute honor to represent Hyde County. Commissioner Simmons also

expressed how important it is for everyone that serves on the Hyde County Board of Commissioners to have a deep love for the County of Hyde.

County Manager Kris Cahoon Noble presented Chairman Earl Pugh Jr. with a gift honoring his service to Lake Landing Township which spanned from December 2012 - December 2024. Commissioner Pugh has served as Chair of the Hyde County Board of Commissioners since December 2015 to the present day. The entirety of the Hyde County Board of Commissioners thanked Commissioner Simmons for his outstanding service and dedication, while also sharing personal memories and tributes. Chairman Pugh, along with his wife, thanked all the people who made his time on the Board of Commissioners enjoyable and memorable. Along with a plaque, Chairman Pugh was given the gavel that he had held for nearly a decade.

Hyde County thanks Commissioner Simmons and Chairman Pugh for their service and is forever grateful for the great strides that have been made because of their leadership.

Commissioner Simmons and Chairman Pugh left their seats at the Hyde County Board of Commissioners table to a standing ovation.

ORGANIZATIONAL MEETING:

Clerk to the Board, Richard Mann opened the processes of the organizational meeting and proceeded with the swearing in of commissioners.

Induction of Commissioners:

Following the results of the recent election, Mr. Thomas Midgette has been elected by Hyde County citizens to serve as commissioner on behalf of Lake Landing Township. Mr. Midgette's appointment will fill the seat previously held by Chairman Earl Pugh Jr. Hyde County Clerk of Court, Brandy Pugh, administered the oath of office for Commissioner Midgette.

Mr. Jeffrey Berry has been elected by Hyde County citizens to serve as commissioner on behalf of Fairfield Township. Mr. Berry's appointment will fill the seat previously held by Commissioner Ben Simmons III. Hyde County Clerk of Court, Brandy Pugh, administered the oath of office for Commissioner Berry.

Hyde County expresses joy in its past work with Chairman Pugh and Commissioner Simmons and expresses hope in its future endeavors with Commissioner Midgette and Commissioner Berry.

In addition, Commissioner Mathews won re-election and will continue to represent and serve as commissioner for the Ocracoke Township. Hyde County looks forward to its continued work and pursuit of a better tomorrow with Commissioner Mathews. Hyde County Clerk of Court, Brandy Pugh, administered the oath of office for Commissioner Mathews.

Nomination and Election of Board Chairman

Board Clerk Richard Mann called for a nomination in the form of a motion for the chairman for the ensuing year.

Vice Chairman Swindell nominated Commissioner Randal Mathews to serve a one year term as

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

Commissioner Mathews took his seat as Chairman and continued the organizational meeting.

Nomination and Election of Board Vice-Chairman

Commissioner Moore nominated Commissioner Shannon Swindell to serve another term as Vice-Chairman to the Board of Commissioners. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Moore, and Midgette; Nays – None; Absent or not voting – None.

Appointment of County Attorney

Vice Chairman Swindell moved to reappoint Franz Holscher to serve another year as County Attorney to the Board of Commissioners. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Moore, and Midgette; Nays – None; Absent or not voting – None.

Appointment of Clerk

Vice Chairman Swindell moved to reappoint Richard Mann to serve as Clerk to the Board of Commissioners. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Moore, and Midgette; Nays – None; Absent or not voting – None. Hyde County Clerk of Court, Brandy Pugh, administered the oath for Board Clerk Richard Mann.

Appointment of Deputy Clerks

Vice Chairman Swindell moved to reappoint Donnie Shumate, Teresa Adams and Kris Cahoon Noble to serve another year as Deputy Clerk to the Board of Commissioners. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Moore, and Midgette; Nays – None; Absent or not voting – None. Hyde County Clerk of Court, Brandy Pugh, administered the oaths for the Deputy Clerks of the Hyde County Board of Commissioners.

Resolution Establishing Regular 2025 Meeting Dates

Commissioner Moore moved to adopt “Resolution of the Hyde County Board of Commissioners Establishing Regular Meeting Dates for Calendar Year 2025” as presented. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Moore, and Midgette; Nays – None; Absent or not voting – None.

Adjourn Organizational Meeting

Vice Chairman Swindell moved to close the Organizational Meeting of the Hyde County Board of Commissioners. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Moore, and Midgette; Nays – None; Absent or not voting – None.

The Organizational Meeting adjourned at 6:44 p.m.

Respectfully submitted:

Minutes approved on the 6th day of January 2025.

Attest:

Richard Mann
Clerk, Hyde County Board of Commissioners

Randal Mathews
Chair, Hyde County Board of Commissioners

Attachments

Exhibit A: *“Resolution of the Hyde County Board of Commissioners Establishing Regular Meeting Dates for Calendar Year 2025”*

REGULAR MEETING MINUTES
HYDE COUNTY BOARD OF COMMISSIONERS
Wednesday, December 4th, 2024

Following the Organizational Meeting of the Hyde County Board of Commissioners, Chairman Mathews called the December 4th, 2024 Regular Meeting of the Hyde County Board of Commissioners to order at 6:45 p.m. in the Hyde County Government Center Multi-Use Room and Ocracoke Community Center using electronic conferencing equipment.

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

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 reported that two items were added to the agenda. The first being a DSS legal services agreement and the second being a settlement approval being presented by County Attorney Franz Holscher with no voting action.

Vice Chairman Swindell moved to approve the Wednesday, December 4th, 2024 Meeting Agenda as presented by Manager Noble. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Midgette, and Moore; Nays – None; Absent or not voting – None.

PRESENTATIONS:

1)Hyde County ABC Board Presentation:

Board Clerk, Richard Mann presented on behalf of Hyde County ABC Board member, Ms. Meredith Nicholson, and reported that November's ABC sales had broken previous records from past years which is a good sign. It was also reported that the ABC Board will be submitting a \$32,000 check to the County of Hyde due to increased sales.

2) Spending of Opioid Settlement:

Hyde County Health Director, Luana Gibbs reported that the NC Memorandum of Agreement that governs how counties spend the opioid settlement funding requires that each county receiving settlement funds hold at least one annual meeting open to the public. The purposes of the meeting are to receive input on proposed uses of the opioid settlement funds and to encourage collaboration among local governments.

To date, Hyde County has received \$71,025.09 of the expected 18 year pay out of \$328,870. We have not spent any of those funds, and they are maintained in a restricted fund balance. NCACC encourages thoughtful planning prior to the spending of those funds, and as such, many counties, especially those receiving small amounts like Hyde, are choosing to “bank” those funds. This allows better planning of the spending.

Hyde County’s current SA Strategies, compiled from our Community Taskforce and our SA Department include the following:

- Peer Support Services (one-on-one and group)
- Early Intervention with Youth
- Crisis Intervention Training for our Community Partners
- Youth Involvement in Program Development, Implementation, & Advocacy/Awareness
- Increasing Positive Social Opportunities & Venues for Youth & People in Recovery
- Campaign/Events (for Decreasing Stigma & Increasing Awareness about Available Resources)
- Parent Education Programming
- School-based Prevention Education (including Peer Education)
- Narcan Distribution/Education
- Syringe Services (+ Community-based HIV/HepC Testing)
- Overdose Prevention Education in Hyde Correctional Institute
- Reentry Support Services in Hyde Correctional Institute
- Medication Assisted Treatment in Hyde Correctional Institute
- Treatment Navigation (+ Transportation to Treatment)
- Transitional Housing for People in Recovery

Commissioner Midgette asked if the money being received was restricted to these strategies and purposes and if these strategies appeared to be working.

Director Gibbs and Manager Noble agreed that the money was restricted in its use and Hyde County was ahead compared to other counties when it came to having programs that address the opioid issue.

Manager Noble also announced that Hyde County could possibly receive an additional \$1,000,000 from the NC General Assembly to help support these initiatives.

Chairman Mathews thanked Health Director Luana Gibbs and her staff for their work in battling the opioid crisis.

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

3) Mattamuskeet Rising and Distribution Request:

Manager Noble presented on behalf of Hyde County School Superintendent Dr. Melanie Shaver who provided a \$990,603.23 distribution request for funding being used through the NBPSCF grant.

The Needs-Based Public School Capital Fund (NBPSCF) grant is funded with revenue from the NC Education Lottery and is designed to address critical K-12 school facility needs across North Carolina.

Vice Chairman Swindell moved to approve the NBPSCF Distribution Request as presented. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews, and Moore; Nays – None; Absent or not voting – None.

4) Tax Collections Report:

Tax Administrator Donnie Shumate presented the November 2024 tax report and reported that payments are down in the prior month payments but payments are up in prior year collections.

Mr. Shumate also reported that the month of November is the first full month of 2024 collections and that Hyde County's tax revaluation is fully complete. Mr. Shumate thanked Hyde County Tax Office staff for their hard work in completing this labor intensive work.

Commissioner Berry asked if it would be possible to get tax bills out earlier next year.

Mr. Shumate and Manager Noble reported that it is the goal to have tax bills go out earlier but due to this year's reevaluation the process was hindered by the detailed nature of the goal. However, since the reevaluation has been completed, next year's tax season should be completed more efficiently.

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

PUBLIC COMMENTS:

One online comment was submitted by Kel Gaskill letting people know that Ocracoke residents that do not feel comfortable mailing in their tax payments can submit payments to Hyde County's Ocracoke Liaison, Teresa Adams at the Ocracoke Community Center on Tuesdays and Thursdays between the hours of 8 a.m. and 12 p.m. It was further asked if there will be some leniency in terms of the due date and charging interest?

Tax Administrator Shumate explained that leniency could not be given to delayed bills since the state of North Carolina does give counties the authority to adjust tax interest guidelines.

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

ITEMS OF CONSIDERATION:

1) PARTF- Brandon Marshall Ball Field Complex Project Budget Ordinance:

County Manager Kris Cahoon Noble explained that the authorized program is the Brandon Marshall Ball Field Complex Project agreed upon between Hyde County and the North Carolina Department of Natural and Cultural Resources.

North Carolina Department of Natural Resources	\$500,000
In-kind Match (Provided by Partnering Organizations)	<u>515,532</u>
Total Project Revenue	\$1,015,532

Vice Chairman Swindell moved to approve the PARTF- Brandon Marshall Ball Field Complex Project Budget Ordinance as presented. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Midgette, and Moore; Nays – None; Absent or not voting – None.

2) Landing Road Marsh Sill Project Budget Ordinance:

Manager Noble reported the County of Hyde previously received a Grant through the Community Conservation Assistance Program to Construct a Marsh Sill at the end of Landing Road in Swan Quarter to protect County Owned and Private Property. The attached Project Budget Ordinance represents \$75,000.00 in grant funds as well as \$29,556.00 in other funding both cash and in-kind with only \$1,600.00 in general funds being expended. The total project budget is \$104,566.00

Vice Chairman Swindell moved to the Landing Road Marsh Sill Project Budget Ordinance as presented. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Midgette, and Moore; Nays – None; Absent or not voting – None.

3) Airport Safety and Maintenance Agreement:

Manager Noble presented the agreement between Hyde County and the North Carolina Department of Transportation (Aviation Division) certifying that Hyde County will maintain the airport necessities and preserve flight safety through its facility.

Commissioner Moore moved to approve the Airport Safety and Maintenance Agreement as presented. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Midgette, and Moore; Nays – None; Absent or not voting – None.

4) Amended Mowing Contract:

Manager Noble reported that since Hyde County no longer owns the property located at 69 Church St in Fairfield, also known as the Hyde County ADAP Center, Hyde County's mowing and lawn maintenance contract with John & Tammy Investments, LLC must be amended to reflect that the property has been removed as a County owned maintained site. The current cost for yearly mowing at this site is \$2,450.00 which would be removed from the yearly total mowing cost. Along with this change, the County has been approached to include the Davis Park located in Engelhard to its mowing contract. This property addition would add \$5,250.00 to the yearly total mowing contract cost. The current Mowing One Year Total (including ADAP) was \$50,750.00 and the Amended Mowing One Year Total (removing ADAP and adding Davis Park) is \$53,550.00.

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

5) Inspections Fee Schedule:

Manager Noble reported that the Building Inspections Department has examined fees from neighboring counties and Hyde County's cost of inspections and has proposed the fee schedule changes that mirror others.

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

6) DSS Legal Services Contract:

Manager Noble presented the DSS Legal Services Contract that would allow Hyde County's Department of Social Services to enter into an agreement for legal services with Attorney Jason Williams.

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

7) Report of Settlement:

As required by North Carolina General Statute §143-318.11(a)(3), Hyde County reports the terms of a Settlement and Release Agreement ("Release") reached in the above matter. Pursuant to that Release, Ms. Schmitt received a certain sum and Hyde County received a full release of any and all claims. The Release represents the settlement of contested as well as disputed claims and is not an admission of any liability whatsoever by Hyde County.

MANAGEMENT REPORTS:

Commissioner Jan Moore- announced she had recently attended a meeting of the Senior Tarheel Legislature. Commissioner Moore also reported that she had attended a DSS Board meeting and was glad to see the progress the department was making. Lastly, Commissioner Moore expressed how great it was to see the Christmas Festivities beginning throughout the County including the Fairfield Christmas Breakfast and Parade, the Engelhard Winterfest Celebration, and the Christmas in the Quarter Celebration .

Vice Chairman Shannon Swindell - thanked Commissioner Simmons and Chairman Pugh for their service, time, and dedication. It was also expressed how great it was to welcome two new individuals to the Hyde County Board of Commissioners, who are so involved with the community and clearly love Hyde County.

Chairman Randal Mathews - thanked the Board for entrusting him to be Chairman. Chairman Mathews also reported he has been having discussions with the Albemarle Commission and Hyde County's members. Chairman Mathews also thanked those that made the Ocracoke Oyster Roast a success.

Commissioner Thomas Midgette - reported that it was an honor to be elected as a Hyde County Commissioner and voiced that his love for Hyde County is great. Commissioner Midgette expressed that he is a proud supporter of the many great initiatives being done throughout Hyde County.

Commissioner Jeffrey Berry - also reported that it was a great honor to be elected and that he aims to continue to make Hyde County a great place to live, work, and play. Commissioner Berry highlighted the uniqueness of the County from its communities and natural beauty that can be found nowhere else.

County Manager Kris Cahoon Noble- highlighted the different events going on through the County for the many initiatives being done through various departments. Manager Noble also asked that Mr. Rudy Austin of Ocracoke continues to be in everyone's prayers.

Clerk to the Board Richard Mann - reported that he will be in touch with the new commissioners to help them settle into the new position and is always available to answer any questions.

PUBLIC COMMENT:

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

ADJOURN:

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

The meeting adjourned at 8:02 p.m.

Respectfully submitted:

Minutes approved on the 6th day of January 2025.

Attest:

Richard Mann
Clerk, Hyde County Board of Commissioners

Randal Mathews
Chairman, Hyde County Board of Commissioners

Attachments

Exhibit A: *“PARTF- Brandon Marshall Ball Field Complex Project Budget Ordinance”*

Exhibit B: *“Landing Road Marsh Sill Project Budget Ordinance”*

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Alan Thompson
CPA
Thompson, Price, Scott, Adams & Co., P.A.
Attachment: No - Materials to be distributed during presentation.

ITEM TITLE: Audit Presentation FY 2023-2024

SUMMARY: Alan Thompson, CPA, representing Thompson, Price, Scott, Adams & Co., P.A. will present the FY 2022-2023 Audit Report.

RECOMMEND: RECEIVE PRESENTATION AND ACCEPT REPORT

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Dr. Melanie Shaver, Hyde County Schools Superintendent
Attachment: Yes

ITEM TITLE: (Mattamuskeet Rising) Needs-Based Public School Capital Fund -
Distribution Request and Update

SUMMARY: Hyde County School Superintendent Dr. Melanie Shaver will present the distribution request necessary for the Needs-Based Public School Capital Fund (NBPSCF) which is funded with revenue from the NC Education Lottery and is designed to address critical K-12 school facility needs across North Carolina.

RECOMMEND: DISCUSS AND APPROVE

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 Grand funds as the project progresses.

(Signature - Chair, County Commissioners) (Date)

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

Lottery Project Summary				Mattamuskeet IAC			
		Payee	Amount	Design	Repairs/Exp	Construction	Subtotal
Date	Invoice	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 #7	826,600.92	-	-	826,600.92	
		Payment request #8 (thru 11.21.24)	990,603.23	164,002.31	-	826,600.92	
12.11.14	Reno 9	Cahoon and Kasten Architects PC	127,425.97	127,425.97	-	-	
	S&T 09	Stocks & Taylor Construction Inc #7	295,689.67	-	-	295,689.67	
		Payment request #9 (thru 12.19.24)	423,115.64	127,425.97	-	295,689.67	
		Project to date 12.19.24	7,064,260.58	1,152,717.77	20,070.26	5,891,472.55	7,064,260.58
Vendor Summary:							
		Cahoon and Kasten Architects PC	1,152,717.77	1,152,717.77			
		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 PROCESSII	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		
		Stocks & Taylor Construction Inc	5,137,359.50			5,137,359.50	
		Project to date 12.19.24	7,064,260.58	1,152,717.77	20,070.26	5,891,472.55	7,064,260.58

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

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Donnie Shumate, Tax Administrator
Attachment: Yes (handed out at meeting)

ITEM TITLE: December 2024 Tax Collections Report

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

RECOMMEND: ACCEPT REPORT

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 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: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: No

ITEM TITLE: Albemarle Commission Regional Council Appointment

SUMMARY: Former Chairman Earl Pugh Jr. is no longer serving as Hyde County’s delegate to the Albemarle Commission Regional Council; therefore, it is recommended that the Hyde County Board of Commissioners appoint Commissioner Jan Moore to serve as Hyde County’s new delegate.

RECOMMEND: APPOINT COMMISSIONER MOORE TO SERVE AS HYDE COUNTY’S DELEGATE TO THE ALBEMARLE COMMISSION REGIONAL COUNCIL

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: No

ITEM TITLE: Trillium Governing Board Appointment

SUMMARY: Former Chairman Earl Pugh Jr. is no longer serving as Hyde County’s delegate to the Trillium Health Services Board; therefore, it is recommended that the Hyde County Board of Commissioners appoint Commissioner Midgette to serve as Hyde County’s new delegate.

RECOMMEND: APPOINT COMMISSIONER MIDGETTE TO SERVE ON THE BOARD

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: No

ITEM TITLE: Ocracoke Sanitary District Board Appointment

SUMMARY: The Hyde County Board of Commissioners have been requested by Ocracoke Sanitary District to appoint Mr. Bobby Oneal to the Ocracoke Sanitary District Board to complete the term of Mr. Ronnie Oneal.

RECOMMEND: APPOINT MR. BOBBY ONEAL TO THE OCRACOKE SANITARY DISTRICT BOARD

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Luana Gibbs, Health Director
Attachment: No

ITEM TITLE: Board of Health Re-appointments

SUMMARY: The Board of Health seeks Commissioner approval of board member re-appointment to the Hyde County Board of Health. The following is a list of the members, their terms, and positions.

Mark Harris, second term, In lieu of Optometrist
John Mullen, third term, public member
Debbie Leonard, second term, In lieu of Veterinarian

RECOMMEND: APPROVE RE-APPOINTMENTS

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Luana Gibbs, Health Director
Attachment: Yes

ITEM TITLE: Hyde County Health Department Master Fee Schedule FY 2025 Updates
(Clinical)

SUMMARY: Attached are updated fees to the Master Fee Schedule for Quarter Two FY 25.
The Board of Health approved the updated fees on December 17, 2024. This
request is for Board of Commissioner approval.

RECOMMEND: APPROVE

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: Interpretation & Translation Services Contract

SUMMARY: The attached services agreement will allow Hyde County DSS to have contracted interpretation and translation services available in order to provide assistance to all individuals.

RECOMMEND: APPROVE

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL



Statement of Work

Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

Participating Public Agency ("Customer"): Hyde County DSS	Customer # (if applicable): 26790
OMNIA Participation ID: 4023462	

This Statement of Work is subject to cooperative purchasing Contract #R210605 (the "Contract") between Region 4 Education Service Center, administered by OMNIA Partners, Public Sector ("OMNIA") on behalf of Participating Public Agencies, and Language Line Services, Inc. ("Company") for Interpretation and Translation Services and Related Solutions. This document is the sole document that reflects Customer's participation in the Contract and pricing for these services. This document must be signed by an authorized representative of you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.64
2	All other languages	\$0.69

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
 - 1Solution™ Analog Dual Handset Phone \$4.50
 - 1Solution Dual Handset IP Phone \$12.50
 - Panasonic® Cordless Phone with Dual Handsets \$10.50
- (c) **PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement.



Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

(d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone	\$60.00
1Solution Dual Handset IP Phone	\$150.00
Panasonic Cordless Phone with Dual Handsets	\$60.00
Panasonic Headset	\$25.00
Handsets with Splitter	\$10.00
Handset Splitters (price per unit)	\$6.00
Wall Splitters (price per unit)	\$6.00

2. LANGUAGELINE DIRECT RESPONSE

2.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

STANDARD

- Standard in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

PREMIUM

- Customizable in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Customizable options menu
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

(b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Limited English Proficient (LEP) individuals and routed directly to Customer's service providers, and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays.

2.2. DIRECT RESPONSE FEES

(a) STANDARD	\$350.00
(b) PREMIUM per language	\$650.00
(c) DEDICATED TOLL-FREE LINE per line	\$150.00
(d) INCREMENTAL PRICE PER MINUTE applied to Customer's contracted per minute usage fees for LanguageLine Phone Interpreting.	\$0.25

3. LANGUAGELINE INSIGHT VIDEO INTERPRETING

3.1. SCOPE OF WORK



Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

3.2. INSIGHT VIDEO INTERPRETING FEES

- (a) **ACTIVATION** Monthly Service Fee or One-Time Fee Waived
- (b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting Based on Total Volume

Sign Language Per Minute Charge	Spanish Per Minute Charge	Other Spoken Languages Per Minute Charge
\$2.25	\$1.50	\$1.85

4. LANGUAGE ONSITE INTERPRETING

4.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide highly qualified interpreters in-person (physical onsite) at Customer's business locations or using Customer's online conferencing platform (virtual onsite) to perform consecutive interpreting between Customer's Service Providers and Limited English Proficient (LEP) individuals, by converting spoken or signed language statements between English and another language.
- (b) **SERVICE DELIVERY**
 - Services are available by assignment, with language availability dependent upon regional resources.
 - Virtual onsite assignments using Customer's online conferencing platform may be requested **1-2 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
 - Physical onsite assignments at Customer's business locations may be requested up to **5 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
 - Business locations (city/state/region) where physical onsite assignments will be requested:

City and State: **Engelhard, NC**

4.2. LANGUAGELINE ONSITE INTERPRETING FEES

- (a) **MINIMUM ASSIGNMENT TIME** is two (2) hours, with time beyond minimum assignment time billed in 15-minute increments.
- (b) **MILEAGE/TRAVEL REIMBURSEMENT**

Statement of Work

Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

- Charged at the prevailing IRS rate.
 - For one-way travel exceeding 60 miles, travel time may be charged at the applicable hourly rate.
 - Parking/tolls charged if applicable.
- (c) **CANCELATION.** Assignments canceled with less than one full business days' notice will be charged at the applicable rate for the greater of the minimum assignment time or reserved time for the assignment.

4.3. PRICING TABLE.

Rate	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	\$75.00	\$100.00	\$90.00
Non-Standard Hourly Rate	\$112.50	\$150.00	\$135.00
Emergency/Holiday Hourly Rate	\$150.00	\$200.00	\$180.00

- (a) Standard Hourly Rate is applied for assignments between 8:00 a.m. and 5:00 p.m. local time Monday through Friday, with more than one full business days' notice.
- (b) Non-Standard Hourly Rate is applied for assignments occurring before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, Saturday/Sunday or for assignments with less than one full business days' notice.
- (c) Emergency/Holiday Rate is applied for assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.

5. LANGUAGELINE TESTING & TRAINING

5.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** Testing and training programs assess Customer's bilingual staff and interpreters' ability to provide quality, careful communication and proficiency in two languages, as well as competence in the requisite medical or other industry-specific vocabulary. Programs focus on the critical interpretation skills of accuracy, efficiency, and cultural competency. Tests and training courses are delivered remotely by assessors with a proven internal record of superior performance as an interpreter and typically hold advanced degrees in language related fields. The content and curricula have been developed in conjunction with leading academic experts and validated by psychometricians.
- (b) **DELIVERABLES.**
- Assessments and courses offered in 46 languages.
 - Test results delivered within 5 business days.
 - Training deliverables will be agreed-upon at the beginning of the project.

5.2. LANGUAGELINE TESTING AND TRAINING FEES

(a) **CANCELATION**

- Cancellation policy for live Language Tests:

Notice	Credit
At least three business days' notice	Credit in full
Less than three business days' notice	Credit at 50% of fee
One business day or less notice	No credit

- Training courses can be rescheduled or canceled only by the person who submitted the original Training Registration Form.
- Written cancellation of onsite training courses with at least 10 business days' notice prior to the course start date will be fully credited.

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

- Written cancellation of web training courses with at least three business days' notice prior to the Learning Management System registration will be credited in full.
- To reschedule or cancel, please e-mail LLA@LanguageLine.com.

(b) **PRICING TABLES.** Prices are in U.S. dollars, per individual test or course, and are subject to change.

Language Skills Test Fees

Language Test Name	1-49* Tests	50-99* Tests	100-499* Tests	500* or More
Language Proficiency Test (LPT)	\$165	\$155	\$145	\$135
Specialty LPT	\$200	\$200	\$200	\$200
eLanguage Proficiency Test (eLPT)	\$150	\$140	\$130	\$115
Specialty eLPT	\$185	\$185	\$185	\$185
Bilingual Fluency Assessment (BFA)	\$145	\$135	\$120	\$115
Specialty BFA	\$175	\$175	\$175	\$175
eBilingual Fluency Assessment (eBFA)	\$135	\$120	\$110	\$105
Specialty eBFA	\$155	\$155	\$155	\$155
Bilingual Fluency Assessment for Clinicians (BFA-C)	\$160	\$150	\$140	\$135
Specialty BFA-C	\$190	\$190	\$190	\$190
eBilingual Fluency Assessment for Clinicians (eBFA-C)	\$145	\$135	\$120	\$115
Specialty eBFA-C	\$175	\$175	\$175	\$175

Interpreter Skills Test Fees

Interpreter Test Name	1-49* Tests	50-99* Tests	100-499* Tests	500* or More
Interpreter Readiness Assessment (IRA)	\$155	\$145	\$135	\$125
eInterpreter Readiness Assessment (eIRA)	\$140	\$125	\$115	\$110
Interpreter Skills Test (IST)	\$200	\$185	\$165	\$150
Specialty IST	\$225	\$225	\$225	\$225
eInterpreter Skills Test (eIST)	\$185	\$165	\$150	\$135
Specialty eIST	\$200	\$200	\$200	\$200
Medical Certification Test (MCT)	\$220	\$210	\$195	\$185
Court Certification Test (CCT)	\$220	\$210	\$195	\$185

Interpreter Training Course Fees

Course Title	Training Delivery	1-4* Courses	5-9* Courses	10* or More
Fundamentals of Interpreting	Web	\$445	\$400	\$285
Advanced Medical Training (AMT)	Web	\$575	\$520	\$500
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Phone or Onsite	**	\$390	\$290
Module 1 - Medical Interpreter Training:	Web	\$230	\$230	\$175



Statement of Work

Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

Professional Skills and Ethics				
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Phone or Onsite	**	\$520	\$400
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Web	\$290	\$290	\$230
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Phone or Onsite	**	\$520	\$400
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Web	\$290	\$290	\$230
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Phone or Onsite	**	\$805	\$635
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Web	\$460	\$460	\$345

- eTests will be billed when the test link is delivered to the client.
- *Group discounts for tests are applied once the minimum number of tests have been completed within the calendar year. Group training discounts are based on the actual number of participants.
- **Delivered via phone or onsite, and requires a minimum of 5 participants to conduct the training.
- A training manual may be purchased for \$69 with the advanced Medical Interpreter Training. A training manual with in-language glossary may be purchased for \$99 with the advanced Medical Interpreter Training.
- Interpreter association members qualify for group discounts upon submission of a copy of their membership card to LLA@languageline.com.
- Group training discounts are based on the actual number of participants.

6. LANGUAGELINE TRANSLATION AND LOCALIZATION

6.1. SCOPE OF WORK

(a) **DESCRIPTION OF SERVICES.** LanguageLine utilizes ISO-certified workflows to convert CUSTOMER’s written and/or digital content between languages with attention to accuracy, tone, style, and attention to regional language and cultural sensitivities, including:

- Translation of written text
- Modifying graphics and design to properly display translated text
- Changing content to suit preferences
- Converting to local currencies and units of measurement
- Using proper formatting for elements like dates, addresses, and phone numbers
- Addressing local regulations and legal requirements

(b) **DELIVERABLES.**

- Services may be requested at <https://www.languageline.com/s/RequestAQuote> , via email to translation@languageline.com or by calling 1-800-878-8523.
- LanguageLine will provide all deliverables as agreed-upon at the beginning of the project.

6.2. PRICING TABLES. Translation fees, which include Translation and copyediting, are based on the English word count.

TIERS	BI-DIRECTIONAL: ENGLISH>LANGUAGE AND LANGUAGE>ENGLISH	TRANSLATION FEE (PER WORD)
Tier 1	Spanish (US/Latin America)	\$0.15/word



Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

Tier 2	Arabic, Chinese, Portuguese (Brazil), Russian, Vietnamese	\$0.18/word
Tier 3	Bengali, Czech, Farsi, French, German, Hindi, Hungarian, Italian, Korean, Malay, Polish, Portuguese (Portugal), Tagalog, Thai, Urdu	\$0.22/word
Tier 4	Albanian, Bulgarian, Estonian, Haitian Creole, Japanese, Khmer, Lao, Latvian, Lithuanian, Nepali, Slovak, Slovenian, Somali, Turkish	\$0.26/word
All other (LanguageLine supports 240+ languages)		\$0.29/word

ADDITIONAL PRICING COMPONENTS		PRICING
Minimum charge per document translation order		\$75.00 – Spanish \$99.00 – all other listed language
Proofreading (third linguistic step when required)		\$60.00/hour
Basic Layout/Formatting/Desktop Publishing		\$45.00/hour
Localization Engineering Services		\$55.00/hour
In-Language Recordings		Individual Quote
Transcription/Translation of Audio or Video files		Individual Quote
Project Management		10% of the invoice value (0.5-hour minimum @\$55.00/hour)
Rush Fees	0% rush charge applies when an expedite delivery date is requested	
Unless indicated otherwise, a one-hour minimum will apply to all hourly services.		

6.3. DELIVERY GUIDELINES. Because the actual number of English words is not known until the source document has been translated, turn-around commitments are based on the estimated number of English words that will be delivered, as determined in LanguageLine’s best judgment before commencing work. Additional services could add extra days to a project timeline.

ESTIMATED NUMBER OF ENGLISH WORDS	STANDARD DELIVERY
Less than 1,500 words	1 - 3 business days
1,501 to 4,000 words	4 - 6 business days
4,001 to 7,500 words	6 - 8 business days
7,501+ words	8 + business days
A 0% rush charge will apply when an expedited delivery date is requested.	
Requests received on weekends and holidays will be processed on the next business day.	
Holidays are New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.	

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.



Statement of Work

Interpretation and Translation Services and Related Services Contract #R210605 Administered by OMNIA Partners

Hyde County DSS	LanguageLine
Accepted and agreed to date: <i>12-16-2024</i>	Accepted and agreed to date: December 17, 2024
Signature: <i>[Handwritten Signature]</i>	Signature: <small>DocuSigned by:</small> <i>Bonaventura Cavaliere</i>
Name: <i>Sarah Bradshaw</i>	Name: <small>BDC191FG317A43C</small> Bonaventura A. Cavaliere
Title: <i>DSS Director (Acting)</i>	Title: CFO

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: Beaufort County Community College Lease Renewal

SUMMARY: Beaufort County Community College currently leases space at the Hyde Davis Center in Engelhard. This lease extends that agreement for one year. The portion is more specifically identified as Office Suite 1A as well as Room Numbers 3, 4A, 4B, 6, 7 and 8 of said building

RECOMMEND: REVIEW & APPROVE

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

**STATE OF NORTH CAROLINA
COUNTY OF HYDE**

LEASE

THIS LEASE is made and entered into as of the 1st day of January, 2025, by and between the **COUNTY OF HYDE**, a body politic and corporate existing under North Carolina law, (**“LESSOR”**) and **BEAUFORT COUNTY COMMUNITY COLLEGE**, a North Carolina community college, (**“LESSEE”**).

WITNESSETH

Pursuant to the provisions of Chapter 160A, Section 272, of the General Statutes of North Carolina and subject to the terms and conditions herein set forth, LESSOR does hereby let and lease unto LESSEE and LESSEE does hereby accept AS IS that certain real property and improvements located thereon in Lake Landing Township, Hyde County, North Carolina, more particularly described as follows:

A portion of that building and curtilage known as the “Hyde/Davis Business Enterprise Center” in the former Davis Elementary School at 33460 US 264, Engelhard, North Carolina. Said portion is more specifically identified as Office Suite 1A as well as Room Numbers 3, 4A, 4B, 6, 7 and 8 of said building (the **“Leased Premises”**), along with such use of the curtilage as is necessary for the use and enjoyment of the Leased Premises; however, use of the curtilage shall be non-exclusive and shall be subject to the use and enjoyment of other users and lessees of the curtilage and different portions of the buildings.

The use and occupancy by LESSEE of the Leased Premises shall include the non-exclusive right to use the parking areas, service roads, sidewalks, bathrooms and other areas subject to reasonable restrictions on such use as may be promulgated by LESSOR. In the event that the terms of such restrictions and the terms of this Lease conflict, the terms of this Lease shall control. LESSEE shall use, maintain, and occupy the Leased Premises in a careful, safe, and proper manner, and shall not commit waste thereon.

NOW THEREFORE, THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS.

This Lease shall begin as of the 1st day of January, 2025 and shall exist and continue until and including the 31st day of December, 2025. In consideration of the benefits to Hyde County residents and the public, LESSEE will be allowed to lease the premises rent free for the one-year lease term.

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, postage prepaid, and addressed as follows:

If to LESSOR: County of Hyde
Kris Cahoon Noble, County Manager
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885

If to LESSEE: Beaufort County Community College
Attn: Continuing Education
5337 US Highway 264 E.
Washington, NC 27889

LESSOR agrees during the term of this Lease to make exterior and interior repairs as may be necessary to maintain said Leased Premises and make said Leased Premises safe, usable and in compliance with the State Building Code, so long as said repairs do not become unduly burdensome and expensive to LESSOR. If LESSOR determines, in its sole discretion, that said repairs have become too burdensome and expensive, then LESSOR may, at its option, terminate this Lease upon 90 days written notice to LESSEE.

It is further understood and agreed that, if LESSOR shall fail to make or maintain said Leased Premises in a condition in compliance with the State Building Code; then, in such event, LESSEE may, at its option, terminate this Lease upon 90 days written notice to LESSOR.

Basic utilities including internet service with sufficient speed and bandwidth to accommodate LESSEE's activities will be supplied to the Leased Premises by LESSOR.

LESSEE agrees to obtain and maintain at its sole cost and expense liability insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00), with limits of at least Fifty Thousand Dollars (\$50,000.00), single limit bodily injury for any number of persons

injured or killed per occurrence and One Hundred Thousand Dollars (\$100,000.00) property damage. At its option, LESSEE may provide such coverage through a blanket policy. LESSEE also agrees to be responsible for insuring the contents of any personal or business property and equipment owned by LESSEE. A current certificate of LESSEE's evidence of insurance shall be furnished to LESSOR no later than thirty (30) days from the commencement date of this Lease, and shall be updated by LESSEE as appropriate to verify uninterrupted coverage at all times during the duration of the Lease.

Notwithstanding anything in this Lease to the contrary, LESSOR and LESSEE hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action against each other, their agents, officers, representatives, employees, servants, contractors and invitees for any loss or damage that may occur to the Leased Premises, improvements or fixtures therein or thereon, or any personal property within the Leased Premises, from any cause whatsoever, to the extent insured against under the terms of any insurance policy carried by either party, regardless of cause or origin, including the negligence of LESSOR or LESSEE or their agents, officers, representatives, servants, employees, contractors or invitees.

LESSEE may not at any time during the term of this Lease make alterations to the improvements located on said Leased Premises without the express consent of LESSOR. Any and all improvements to said Leased Premises will remain and become the property of LESSOR once the term of this Lease has expired. Should the improvements upon the Leased Premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate. Trade fixtures and equipment that LESSEE installs in or on the Leased Premises shall not be deemed a part of the Leased Premises and LESSEE may remove those trade fixtures and equipment any time during the term of this Lease or upon the termination or expiration of this Lease.

LESSEE may not assign this Lease or enter into any sublease agreement for the Leased Premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed; except that LESSEE may assign its rights and obligations under this Lease without the consent of LESSOR to (a) an entity that controls, is controlled by, or is under common control with LESSEE; (b) the purchaser of all or substantially all of the

assets of LESSEE; or (c) an entity into which LESSEE merges. A change in the ownership or control of LESSEE shall not be deemed an assignment of this Lease.

In the event LESSEE shall hold over after the expiration of this Lease for any purpose, LESSEE shall become a tenant at will.

In addition to any other remedies available at law or in equity, either party shall have the right to terminate this Lease by written notice to the other party should the other party default in its obligations under this Lease and such default continues for seven (7) days after written notice. If such default cannot be cured in seven (7) days, then the defaulting party shall have a reasonable time thereafter to cure the default, provided the cure is commenced within such seven (7) day period and diligently addressed.

LESSEE shall have the right to record this Lease, or a memorandum thereof, at the Office of the Hyde County Register of Deeds.

LESSOR represents and warrants to LESSEE that all consents and approvals required for the execution, delivery and performance of this Lease have been obtained and that LESSOR has the right and authority to enter into this Lease.

Each party hereto warrants and represents to the other that it has not dealt with any real estate broker or salesman in connection with the negotiation or execution of this Lease. Each party agrees to indemnify and hold the other harmless from and against any and all claims arising out of a breach of the foregoing representation and warranty by the indemnifying party.

This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Executed versions of this Lease may be delivered by the parties via facsimile transmission or email, either or both of which shall constitute delivery of an original.

This Lease embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of this Lease. No representation, promise, inducement or statement of intention has been made by any party that has not been embodied in this Lease.

IN WITNESS WHEREOF, the Hyde County Board of Commissioners has caused this Lease to be signed in its name by its County Manager and Beaufort County Community College

has caused this Lease to be signed in its name by its duly authorized President as of the day and year first above written.

LESSEE:

Beaufort County Community College,
a North Carolina community college

By: _____

Name: Dr. David R. Loope

Title: President

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that Dr. David R. Loope personally appeared before me this day and being by me duly sworn, acknowledged that he is the President of Beaufort County Community College, a North Carolina community college, and that by authority duly given, the foregoing instrument was signed by him in its name.

Witness my hand and Notarial Seal, this, the _____ day of _____, 2024

NOTARY PUBLIC

My Commission Expires: _____

LESSOR:

County of Hyde, North Carolina

By: _____

Name: Kris Cahoon Noble

Title: County Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that Kris Cahoon Noble personally appeared before me this day and being by me duly sworn, acknowledged that she is the County Manager of the County of Hyde, North Carolina, and that by authority duly given, the foregoing instrument was signed by her in its name.

Witness my hand and Notarial Seal, this, the _____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: BHM Regional Library Lease Renewal

SUMMARY: The attachment renews the lease for BHM Library in the Hyde Davis Center for an additional year. All terms and language are the same except the date changes. The portion is more specifically identified as Room Number 5 of said building.

RECOMMEND: REVIEW & APPROVE

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

**STATE OF NORTH CAROLINA
COUNTY OF HYDE**

LEASE

THIS LEASE is made and entered into as of the 1st day of January, 2025, by and between the **COUNTY OF HYDE**, North Carolina, a body politic and corporate existing under North Carolina law, ("**LESSOR**") and **BHM REGIONAL LIBRARY, INC.**, a North Carolina corporation and State Agency, ("**LESSEE**").

WITNESSETH

Pursuant to the provisions of Chapter 160A, Section 272, of the General Statutes of North Carolina and subject to the terms and conditions herein set forth, LESSOR does hereby let and lease unto LESSEE and LESSEE does hereby accept AS IS that certain real property and improvements located thereon in Lake Landing Township, Hyde County, North Carolina, more particularly described as follows:

A portion of that building and curtilage known as the "Hyde/Davis Business Enterprise Center" in the former Davis Elementary School at 33460 US 264, Engelhard, North Carolina. Said portion is more specifically identified as Room Number 5 of said building (the "**Leased Premises**"), along with such use of the curtilage as is necessary for the use and enjoyment of the Leased Premises; however, use of the curtilage shall be non-exclusive and shall be subject to the use and enjoyment of other users and lessees of the curtilage and different portions of the buildings.

The use and occupancy by LESSEE of the Leased Premises shall include the non-exclusive right to use the parking areas, service roads, sidewalks, bathrooms and other areas subject to reasonable restrictions on such use as may be promulgated by LESSOR. In the event that the terms of such restrictions and the terms of this Lease conflict, the terms of this Lease shall control. LESSEE shall use, maintain, and occupy the Leased Premises in a careful, safe, and proper manner, and shall not commit waste thereon.

NOW THEREFORE, THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS.

This Lease shall begin as of the 1st day of January, 2025 and shall exist and continue until and including the 31st day of December, 2025. In consideration of the benefits to Hyde County residents and the public, LESSEE will be allowed to lease the premises rent free for the one year

lease term.

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, postage prepaid, and addressed as follows:

If to LESSOR: County of Hyde
Kris Cahoon Noble, County Manager
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885

If to LESSEE: BHM Regional Library
Paula Hopper, Director
158 N. Market St.
Washington, NC 27889

LESSOR agrees during the term of this Lease to make exterior and interior repairs as may be necessary to maintain said Leased Premises and make said Leased Premises safe, usable and in compliance with the State Building Code, so long as said repairs do not become unduly burdensome and expensive to LESSOR. If LESSOR determines, in its sole discretion, that said repairs have become too burdensome and expensive, then LESSOR may, at its option, terminate this Lease upon 90 days written notice to LESSEE.

It is further understood and agreed that, if LESSOR shall fail to make or maintain said Leased Premises in a condition in compliance with the State Building Code; then, in such event, LESSEE may, at its option, terminate this Lease upon 90 days written notice to LESSOR.

The following charges for utilities and services supplied to the Leased Premises shall be paid directly by LESSEE (which LESSEE shall cause to be separately metered or assessed): cable, telephone and internet service.

LESSEE agrees to obtain and maintain at its sole cost and expense liability insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00), with limits of at least Fifty Thousand Dollars (\$50,000.00), single limit bodily injury for any number of persons injured or killed in one occurrence and One Hundred Thousand Dollars (\$100,000.00) property damage. At its option, LESSEE may provide such coverage through a blanket policy. LESSEE also agrees

to be responsible for insuring the contents of any personal or business property and equipment owned by LESSEE. A current certificate of LESSEE's evidence of insurance shall be furnished to LESSOR no later than thirty (30) days from the commencement date of this Lease, and shall be updated by LESSEE as appropriate to verify uninterrupted coverage at all times during the duration of the Lease.

Notwithstanding anything in this Lease to the contrary, LESSOR and LESSEE hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action against each other, their agents, officers, representatives, employees, servants, contractors and invitees for any loss or damage that may occur to the Leased Premises, improvements or fixtures therein or thereon, or any personal property within the Leased Premises, from any cause whatsoever, to the extent insured against under the terms of any insurance policy carried by either party, regardless of cause or origin, including the negligence of LESSOR or LESSEE or their agents, officers, representatives, servants, employees, contractors or invitees.

LESSEE may not at any time during the term of this Lease make alterations to the improvements located on said Leased Premises without the express consent of LESSOR. Any and all improvements to said Leased Premises will remain and become the property of LESSOR once the term of this Lease has expired. Should the improvements upon the Leased Premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate. Trade fixtures and equipment that LESSEE installs in or on the Leased Premises shall not be deemed a part of the Leased Premises and LESSEE may remove those trade fixtures and equipment any time during the term of this Lease or upon the termination or expiration of this Lease.

LESSEE may not assign this Lease or enter into any sublease agreement for the Leased Premises without the prior written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed; except that LESSEE may assign its rights and obligations under this Lease without the consent of LESSOR to (a) an entity that controls, is controlled by, or is under common control with LESSEE; (b) the purchaser of all or substantially all of the assets of LESSEE; or (c) an entity into which LESSEE merges. A change in the ownership or control of LESSEE shall not be deemed an assignment of this Lease.

In the event LESSEE shall hold over after the expiration of this Lease for any purpose, LESSEE shall become a tenant at will.

In addition to any other remedies available at law or in equity, either party shall have the right to terminate this Lease by written notice to the other party should the other party default in

its obligations under this Lease and such default continues for seven (7) days after written notice. If such default cannot be cured in seven (7) days, then the defaulting party shall have a reasonable time thereafter to cure the default, provided the cure is commenced within such seven (7) day period and diligently addressed.

LESSEE shall have the right to record this Lease, or a memorandum thereof, at the Office of the Hyde County Register of Deeds.

LESSOR represents and warrants to LESSEE that all consents and approvals required for the execution, delivery and performance of this Lease have been obtained and that LESSOR has the right and authority to enter into this Lease.

Each party hereto warrants and represents to the other that it has not dealt with any real estate broker or salesman in connection with the negotiation or execution of this Lease. Each party agrees to indemnify and hold the other harmless from and against any and all claims arising out of a breach of the foregoing representation and warranty by the indemnifying party.

This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Executed versions of this Lease may be delivered by the parties via facsimile transmission or email, either or both of which shall constitute delivery of an original.

This Lease embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of this Lease. No representation, promise, inducement or statement of intention has been made by any party that has not been embodied in this Lease.

IN WITNESS WHEREOF, the Hyde County Board of Commissioners has caused this Lease to be signed in its name by its County Manager and BHM Regional Library, Inc. has caused this Lease to be signed in its name by its duly authorized Director as of the day and year first above written.

SIGNATURE PAGES TO FOLLOW

LESSEE:

BHM Regional Library, Inc.

a North Carolina corporation and State
Agency

BY: _____

Name: Paula Hopper

Title: Director

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that Paula Hopper personally appeared before me this day and being by me duly sworn, acknowledged that she is the Director of BHM Regional Library, Inc., a North Carolina Corporation and State Agency, and that by authority duly given, the foregoing instrument was signed by her in its name.

Witness my hand and Notarial Seal, this, the ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

LESSOR:

County of Hyde, North Carolina

By: _____

Name: Kris Cahoon Noble

Title: County Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that Kris Cahoon Noble personally appeared before me this day and being by me duly sworn, acknowledged that she is the County Manager of County of Hyde, North Carolina, and that by authority duly given, the foregoing instrument was signed by her in its name.

Witness my hand and Notarial Seal, this, the ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: IRS Per Diem Mileage Rates Change for 2025

SUMMARY: The IRS has declared that beginning on January 1, 2025, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 70 cents per mile driven for business use, up 3 cents from 2024.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile.

RECOMMEND: APPROVE MILEAGE RATE CHANGE

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

2025 Standard Mileage Rates

Notice 2025-5

SECTION 1. PURPOSE

This notice provides the optional 2025 standard mileage rates for taxpayers to use in computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes. This notice also provides the amount taxpayers must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that may be used in computing the allowance under a fixed and variable rate (FAVR) plan. Additionally, this notice provides the maximum fair market value (FMV) of employer-provided automobiles first made available to employees for personal use in calendar year 2025 for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile valuation rule in § 1.61-21(e).¹

SECTION 2. BACKGROUND

Rev. Proc. 2019-46, 2019-49 I.R.B. 1301, provides rules for computing the deductible costs of operating an automobile for business, charitable, medical, or moving expense purposes, and for substantiating, under § 274(d) and § 1.274-5, the amount of

¹ Unless otherwise specified, all “section” or “§” references are to sections of the Internal Revenue Code (Code) or the Income Tax Regulations (26 CFR part 1).

ordinary and necessary business expenses of local transportation or travel away from home. Taxpayers using the standard mileage rates must comply with Rev. Proc. 2019-46. However, a taxpayer is not required to use the substantiation methods described in Rev. Proc. 2019-46, but instead may substantiate using actual allowable expense amounts if the taxpayer maintains adequate records or other sufficient evidence.

An independent contractor conducts an annual study for the Internal Revenue Service of the fixed and variable costs of operating an automobile to determine the standard mileage rates for business, medical, and moving use reflected in this notice. The standard mileage rate for charitable use is set by § 170(i).

Longstanding regulations under § 61 provide special valuation rules for employer-provided automobiles. The amount that must be included in the employee's income and wages for the personal use of an employer-provided automobile generally is determined by reference to the automobile's FMV. If an employer chooses to use a special valuation rule, the special value is treated as the FMV of the benefit for income tax and employment tax purposes. Section 1.61-21(b)(4). Two such special valuation rules, the fleet-average valuation rule and the vehicle cents-per-mile valuation rule, are set forth in § 1.61-21(d)(5)(v) and § 1.61-21(e), respectively. These two special valuation rules are subject to limitations, including that they may be used only in connection with automobiles having values that do not exceed a maximum amount set forth in the regulations.

SECTION 3. STANDARD MILEAGE RATES

The standard mileage rate for transportation or travel expenses for 2025 is 70 cents per mile for all miles of business use (business standard mileage rate). See

section 4 of Rev. Proc. 2019-46. However, § 11045 of Public Law 115-97, 131. Stat. 2054 (December 22, 2017), commonly known as the Tax Cuts and Jobs Act (TCJA) suspends all miscellaneous itemized deductions that are subject to the two-percent of adjusted gross income floor under § 67, including unreimbursed employee travel expenses, for taxable years beginning after December 31, 2017, and before January 1, 2026. Thus, the business standard mileage rate provided in this notice cannot be used to claim an itemized deduction for unreimbursed employee travel expenses during the suspension. Notwithstanding the foregoing suspension of miscellaneous itemized deductions, deductions for expenses that are deductible in determining adjusted gross income are not suspended. For example, members of a reserve component of the Armed Forces of the United States (Armed Forces), state or local government officials paid in whole or in part on a fee basis, and certain performing artists are entitled to deduct unreimbursed employee travel expenses as an adjustment to total income on line 12 of Schedule 1 of Form 1040 (2024), *U.S. Individual Income Tax Return*, not as an itemized deduction on Schedule A of Form 1040 (2024), and therefore may continue to use the business standard mileage rate.

The standard mileage rate is 14 cents per mile for use of an automobile in rendering gratuitous services to a charitable organization under § 170. See section 5 of Rev. Proc. 2019-46.

The standard mileage rate for 2025 is unchanged from 2024 at 21 cents per mile for use of an automobile: (1) for medical care described in § 213; or (2) as part of a move for which the expenses are deductible under § 217(g). See section 5 of Rev. Proc. 2019-46. Section 11049 of the TCJA suspends the deduction for moving

expenses for taxable years beginning after December 31, 2017, and before January 1, 2026. However, the suspension does not apply to members of the Armed Forces on active duty who move pursuant to a military order and incident to a permanent change of station. Thus, except for taxpayers to whom § 217(g) applies, the standard mileage rate provided in this notice is not applicable for the use of an automobile as part of a move occurring during the suspension.

SECTION 4. BASIS REDUCTION AMOUNT

For automobiles a taxpayer uses for business purposes, the portion of the business standard mileage rate treated as depreciation is 26 cents per mile for 2021, 26 cents per mile for 2022, 28 cents per mile for 2023, and 30 cents per mile for 2024, and 33 cents per mile for 2025. See section 4.04 of Rev. Proc. 2019-46.

SECTION 5. MAXIMUM STANDARD AUTOMOBILE COST

For purposes of computing the allowance under a FAVR plan, the standard automobile cost may not exceed \$61,200 for automobiles (including trucks and vans). See section 6.02(6) of Rev. Proc. 2019-46.

SECTION 6. MAXIMUM VALUE OF EMPLOYER-PROVIDED AUTOMOBILES

For purposes of the fleet-average valuation rule in § 1.61-21(d)(5)(v) and the vehicle cents-per-mile valuation rule in § 1.61-21(e), the maximum FMV of automobiles (including trucks and vans) first made available to employees in calendar year 2025 is \$61,200.

SECTION 7. EFFECTIVE DATE

This notice is effective for: (1) deductible transportation expenses paid or incurred on or after January 1, 2025; (2) mileage allowances or reimbursements paid to

a charitable volunteer or a member of the Armed Forces to whom § 217(g) applies: (a) on or after January 1, 2025, and (b) for transportation expenses the charitable volunteer or such member of the Armed Forces pays or incurs on or after January 1, 2025; and (3) for purposes of the maximum FMV of employer-provided automobiles for which employers may use the fleet-average valuation rule in § 1.61-21(d)(5)(v) or the vehicle cents-per-mile rule in § 1.61-21(e), automobiles first made available to employees for personal use on or after January 1, 2025.

SECTION 8. EFFECT ON OTHER DOCUMENTS

Notice 2024-08 is superseded.

DRAFTING INFORMATION

The principal author of this notice is Christian Lagorio of the Office of Associate Chief Counsel (Income Tax and Accounting). For further information on this notice regarding the use of an employee-provided automobile, contact Mr. Lagorio at (202) 317-7005 (not a toll-free number). For further information on this notice regarding the use of an employer-provided automobile, contact Stephanie Caden of the Office of Associate Chief Counsel (Employee Benefits, Exempt Organizations, and Employment Taxes), at (202) 317-4774 (not a toll-free number).

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: Fairfield Drainage District Improvement-LASII Phase 1 Engineering Firm Selection

SUMMARY: Hyde County recently received a LASII grant from the North Carolina Department of Water Infrastructure to design and construct improvements within the Fairfield Drainage District. After an initial RFQ was posted the county received two responsive and responsible proposals for engineering services. In accordance with State law and the counties procurement policy the RFQ was reposted with a due date of January 3, 2025. With no additional proposals received, the two proposals were opened and evaluated based on pre approved criteria. We ask that you authorize the County Manager to enter into negotiations with the selected firm and upon successful negotiations execute an agreement for the development of an Engineering Report and Design/Construction Documents in accordance with the grant requirements.

RECOMMEND: APPROVE

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: Ocracoke 2025 Fireworks Display Contract

SUMMARY: The contract between Pyrotechnico and Hyde County is attached and pending approval. This year's display is planned for July 2, 2025. Funding for the show is made possible through Ocracoke Occupancy Tax funds.

RECOMMEND: APPROVE THE PYROTECHNICO CONTRACT FOR THE 2025 PYROTECHNICO DISPLAY.

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

PYROTECNICO FIREWORKS, INC.

This Fireworks Display Agreement (“Agreement”) is entered into as of **December 18, 2024** by and between PYROTECNICO FIREWORKS, INC. (“Pyrotecnico”) and **County of Hyde, NC** (CUSTOMER).

Pyrotecnico, for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER _Fireworks Display(s) and related services (“Fireworks Display”), including the services of Pyrotecnico’s on-site representative to take charge of and perform the Fireworks Display for the CUSTOMER. The Firework Display to be given on **July 2, 2025** (the “Display Date”), weather permitting.

The offer contained in this Agreement is only valid if it is signed and returned to Pyrotecnico by **February 15, 2025** (“Expiration Date”). Pricing and availability are only guaranteed as long as Pyrotecnico receives the signed Agreement by the Expiration Date. Customer agrees to pay Pyrotecnico the sum of **\$36,200.00** (the “Contract Price”). Pyrotecnico will invoice CUSTOMER a deposit of **\$18,100.00** is due **March 1, 2025** and the final balance shall be due **Net 10** from the Display Date. A service fee of 1 ½% per month shall be added if the account is not paid in full within 30 days of the Display Date. CUSTOMER agrees to pay any and all collection costs, including reasonable attorney’s fees and court costs incurred by Pyrotecnico for any amount due under this Agreement.

Pyrotecnico and CUSTOMER agree that should inclement weather prevent the performance of the Fireworks Display on the Display Date, the parties shall agree to a mutually convenient alternate date, within three (3) months of the Display Date. If the show is rescheduled prior to Pyrotecnico’s truck arriving to the discharge area, CUSTOMER shall remit to Pyrotecnico an additional **\$5,430.00** for additional expenses in presenting the Fireworks Display on an alternate date. If the show is rescheduled after Pyrotecnico’s truck leaves the facility, CUSTOMER shall remit to Pyrotecnico an additional **\$14,800.00** for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Pyrotecnico. In the event the CUSTOMER does not choose to reschedule another date or cannot agree to a mutually convenient date, Pyrotecnico shall be entitled to **\$18,100.00**.

Pyrotecnico agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union, permit, or fire department related costs; their fees are not included in the Contract Price.

CUSTOMER will timely secure and provide the following: (a) Sufficient area for the display, including a minimum spectator set back distance of **500 FEET** at all points from the discharge area; (b) Funds for all permits, licenses, and approvals as required by local, state and federal laws for the Fireworks Display; (c) Protection of the display area by roping-off or similar facility; (d) Adequate police protection to prevent spectators from entering display area; (e) Search of the fallout area at first light following a nighttime display; and (f) Provide credit as “Fireworks by Pyrotecnico” in all advertising and marketing materials.

Pyrotecnico will maintain general liability, property damage, transportation (totaling \$10M) and workers compensation insurance (totaling \$1M). All those entities/individuals who are listed on the certificate of insurance, with a Waiver of Subrogation, provided by Pyrotecnico, will be deemed to be an additional insured on such policy. This insurance coverage specifically does not include coverage for any independent acts of negligence of any additional insured.

Both Parties shall indemnify and defend each other and their shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the negligence, gross negligence or willful misconduct of each other or their employees, agents, contractors or representatives, or (b) the failure of the other to comply with its obligations and responsibilities. Notwithstanding the foregoing, CUSTOMER’S indemnification is limited to the extent permitted by applicable law and nothing herein shall be construed to limit CUSTOMER’S sovereign immunity. This Agreement may only be amended, revised or terminated in writing, executed by the Party against which enforcement is asserted. The parties hereto do mutually and severally guarantee terms, conditions, and obligations under this Agreement to be binding upon the parties, themselves, their successors and assigns.

PYROTECNICO :

CUSTOMER:

By (sign): _____
Name: _____
Title: _____
Date: _____
Address: PO Box 149
New Castle PA 16103
Phone: (724) 652-9555
Email: contracts@pyrotecnico.com

By (sign)_: _____
Name: _____
Title: _____
Date: _____
Address: _____
Phone: _____
Email: _____



CONTACT/INSURANCE INFORMATION FORM

You must return this form with your signed Agreement for the Certificate of Insurance to be issued, and for the permit application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".

Customer Name (Entity Contracting Pyrotecnico): _____

Primary Point of Contact Name: _____

Phone: _____ Email: _____

Billing Address: _____

City, State & Zip: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Display Date(s): _____ Display Start Time(s): _____

Rain Date(s): _____

Day-of-Display Contact Name: _____

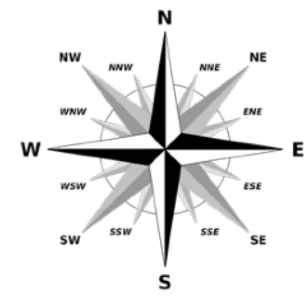
Day-of-Display Mobile Phone Number: _____

Day-of-Display Email: _____

Display Site Location(s) and Address(es): _____

If Pyrotecnico has produced a show at this site, has the geography changed (i.e. new structures, new terrain, etc.)? If yes, please describe:

Additionally Insured Entities (The "Customer Name" shall automatically be listed as an Additional Insured), if applicable:



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.



- Audience
- Wind Direction
- Fire
- Closed
- Radius
- Safety Fallout Zone

500' Safety Fall Out Radius

5" Maximum Device Per Pyrotecnico 100' Per Inch Policy



Deposit Invoice

Pyrotecnico Fireworks Inc.
Bin : 10
PO Box 14470
St. Louis MO 63178-4470
United States

Date: 12/18/2024

INV#: SO-C55626

Sold To:

County of Hyde, NC
30 Oyster Creek Road
P.O. Box 188
Swan Quarter NC 27885
United States

Description	Amount
Firework Display: July 2, 2025	\$ 36,200.00
Pre-Show Advance Due 03/01/2024	\$ 18,100.00

We accept WIRE, ACH, and Check Payments.
Wire Remit To:
Busey Bank 100 W University Ave. Champaign IL 61820
ABA: 071102568
Account Number: 130586822088
SWIFT/BIC Code: BUYEUS44

ACH Remit to:
Busey Bank
ACH Account: 130586822088
Routing: 071102568

Check Remit to:
Pyrotecnico Fireworks, Inc
Bin : 10
PO Box 14470
St. Louis, MO 63178-4470

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: North Carolina Soil & Water Conservation Shared Personnel Mutual Aid Agreement

SUMMARY: The attached agreement will allow Hyde County Soil & Water staff to assist other NC Soil & Water districts and provide mutual aid if the need arises. For example, this agreement will allow Hyde County Soil & Water to assist western NC counties with recovery efforts.

RECOMMEND: APPROVE THE AGREEMENT

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

NORTH CAROLINA SOIL AND WATER CONSERVATION SHARED PERSONNEL MUTUAL AID AGREEMENT

This agreement is entered into between the North Carolina Association of Soil and Water Conservation Districts (Association), the NCDA&CS Division of Soil and Water Conservation (Division) and by each of the Districts and Counties that adopt and execute this Shared Personnel Mutual Aid Agreement, hereinafter collectively referred to as the “parties.”

SECTION 1: BACKGROUND STATEMENT AND PURPOSE

Whereas previous natural disasters have demonstrated the need for Districts to share personnel for disaster assessment and technical assistance for disaster recovery efforts;

Whereas the parties to this Agreement recognize the importance of mutual aid and assistance in providing delivery of employee technical training;

Whereas, the parties to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

Therefore, the parties agree to enter into this Agreement for mutual aid and assistance for disaster recovery efforts, delivery of employee technical training, and other mutually agreed-upon assistance with this Agreement embodying the understandings, commitments, terms and conditions for the specified mutual aid.

SECTION 2: CONDITIONS OF AGREEMENT

It is mutually understood that each party’s foremost responsibility is to its own citizens. The conditions of this Agreement shall not be construed to impose an absolute obligation on any party to this Agreement to provide aid pursuant to a request by another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate services to its own District or County, by deeming itself unavailable to respond and so informing the party setting forth the request. This Agreement only binds each District or County to the extent that resources are available, and the allowance of shared resources is on a case by case request. Employees assisting with this process will remain employees of their original District or County and continue to function under their current employment conditions and coverages.

SECTION 3: AUTHORITIES, STATUTES, LAWS

The Division is authorized to enter into this Agreement by the North Carolina General Statutes §139-4 and §106-840 - §106-844.

The Districts’ authority to enter into this Agreement is defined in Soil Conservation Districts Law, North Carolina General Statutes §139-1 - §139-47.

Counties are authorized to enter into this Agreement by North Carolina General Statutes §153A-11 and §160A-461 - §160A-464

The Association is authorized to enter into this Agreement by Articles of Incorporation dated January 1992 and by-laws adopted January 2005 as amended.

SECTION 4: ROLES AND RESPONSIBILITIES

CONSERVATION PROGRAM IMPLEMENTATION: The parties recognize the natural resources conservation program delivered through Districts is a unique blend of local, state, federal, private and non-profit programs and initiatives. Together these programs address a variety of natural resources, environmental, and educational issues. The parties agree to allow their personnel to assist cooperating Districts and/or Counties, when possible, to build a conservation support network.

DEVELOPMENT OF CLEARINGHOUSE OF RESOURCES: The Association agrees to develop and maintain a Clearinghouse of resources consisting of list of all participating Districts and Counties who have entered into this Agreement. The Clearinghouse shall also include an inventory of personnel, their acknowledged skills and the primary contact for each participating District.

COORDINATION OF RESOURCES: The Association will provide from the Clearinghouse a list of resources to requesting Districts to assist cooperating Districts and Counties as needed.

LIABILITIES ACCEPTANCE AND FINANCIAL RESPONSIBILITIES: Counties and Districts that are parties to this Agreement acknowledge that their respective employees will continue to be their employees when assisting other Districts and Counties pursuant to this Agreement.

Any reimbursement and documentation for time and travel shall be negotiated between the respective parties and declared prior to any assistance being rendered.

SECTION 5: PERSONNEL MANAGEMENT

Personnel functioning as a shared employee with a partnering District or County should coordinate with their employer to assure that they are functioning within the limitations set by policies established by the employer. Any requirements from the recipient District or County should be disclosed and agreed upon prior to the arrival of shared personnel. Policies of the providing and receiving employers shall be understood and shared prior to assistance being rendered.

SECTION 6: DESIGNATION OF PRIMARY POINT OF CONTACT

Districts and Counties entering into this Agreement shall designate a primary point of contact established for receiving requests pursuant to this Agreement and shall notify the Association of this designation. This point of contact shall have knowledge of the District's resources and availability for providing assistance, including type of equipment available for use, amount of time allowable, and capabilities of available personnel. Participating Districts and Counties shall notify the Association when this point of contact changes.

SECTION 7: PROCEDURE FOR REQUESTING ASSISTANCE

Districts and Counties requesting assistance pursuant to this Agreement shall consult the Clearinghouse of participating Districts and Counties to identify which ones possess the personnel and other resources needed. The requesting District or County shall contact those Districts and Counties with capabilities

and resources matching the requestor's needs. Additional support may be requested from and offered by the Association and the Division.

The parties may enter into a separate Task Agreement to specify the scope of cooperation for a particular request.

SECTION 8: SCOPE OF AGREEMENT

This Agreement covers the basic operation, implementation and understanding between all parties. Authority to carry out specific duties is granted only by the governing District and/or County and policies of that governance for which the employee is managed.

SECTION 9: MUTUAL AGREEMENT TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable laws, each party agrees to protect, defend, indemnify, and hold the other parties, and their officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind arising out of action of every kind in connection with or arising out of aid rendered. To the extent that immunity does not apply, each party shall bear the risks of its own actions, as it does in its own day-to-day activities.

SECTION 10: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION 11: REVIEW/MODIFICATION/TERMINATION

This Agreement will be reviewed at least annually. The Agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving immediate notice to all parties associated with this Agreement.

This Agreement is officially entered into by:

Hyde Soil and Water Conservation District

By: _____
Chair

Date: _____

County of Hyde

By: _____, _____
Title

Date: _____

North Carolina Division of Soil and Water Conservation

By: _____
Director

Date: _____

North Carolina Association of Soil and Water Conservation Districts

By: _____
President

Date: _____

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: No

ITEM TITLE: ABC Funds Report for FY 23-24 County: Hyde

SUMMARY:

- Amount of ABC Funds budgeted - \$ 6,000.00
- ABC Funds Restrictions per County Allocation: None
- Per GS 18B-805(h) since Trillium Health Resources received Alcoholism (ABC) Funds from your county, we are required to provide an annual report to the board of county commissioners describing how the funds were spent. Please find below to a brief description of the expenditures that was paid from July 1, 2023 to June 30, 2024:
- Purchase of Naloxone Kits: Trillium purchased and distributed in Hyde County 60 Naloxone kits for \$2,522 to the Hyde County Health Department.
- Purchase of Fentanyl and Xylazine Strips: purchased and distributed in Hyde County 212 Fentanyl Strips at \$88.00 and 115 Xylazine Strips at \$86.00 to the Hyde County Manager.
- Sold Out Youth Foundation– Online curriculum on fentanyl use prevention purchased for Hyde County Schools to implement in high schools for \$3,000.00.
- Access Point Kiosk – The Kiosk provides anonymous evidence-based self-conducted screenings for mental health and substance use to potentially link individuals to appropriate services. The annual cost is \$1181.00 for these kiosks per year.
- *Substance Use Treatment Services: \$21,200.65 was paid for 14 individuals from your county to providers for substance use treatment. These Substance use treatment expenditures were spent for the treatment of alcoholism or substance use. These funds were paid to providers who contracted with Trillium to provide substance use treatment to members with an address in your county. Services provided include but are not limited to the below:
 - ❖ Assessment/evaluation
 - ❖ Outpatient treatment and counseling, including face-to-face and telepsychiatry and both individual and group
 - ❖ Mobile Crisis
 - ❖ Substance Use Intensive Outpatient Therapy
 - ❖ Facility Based Crisis
 - ❖ Opioid Treatment

*Denotes State and Medicaid funds paid for services for members residing in Hyde County with substance use diagnosis.

RECOMMEND: RECEIVE REPORT

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

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

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

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: DSS Vanguard Personnel Contract

SUMMARY: The attached contract will allow personnel contracting through Hyde County DSS.

RECOMMEND: APPROVE CONTRACT

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

**VANGUARD PROFESSIONAL STAFFING, INC. STAFFING ADDENDUM TO AGREEMENT WITH HYDE
Department of Social Services (AGENCY)**

A. Position (including specific requirements):

(Name of Staff) **MATTHEW SMITH** will work as (title) **FOSTER CARE SOCIAL WORKER** under the supervision of (name) **JULIA ASHCHEULOVA**. Workdays and hours will be **FLEXIBLE UP TO 40 HRS/WK** and may be altered as agreed upon by employee and Agency. Regular work hours may not exceed 40 hours per week. Hours worked over 40 per week are considered overtime and will be billed and paid at time-and-a-half. Other specific information: **HOURLY EMPLOYEE IS NOT ELIGIBLE FOR COMPENSATORY TIME IN LIEU OF PAY AT TIME-AND-A-HALF FOR ANY OVERTIME WORKED. EMPLOYEE IS PROHIBITED FROM VOLUNTEERING TO WORK OVERTIME WITHOUT PAY. (FEDERAL WAGE AND HOUR LAW)**

B. Compensation:

Agency agrees to pay the Service Provider **\$40.30** per hour for all hours worked by the Employee. Agency agrees to ensure the accuracy of and sign the weekly time sheet of Employee to be submitted by the Employee to the Service Provider. Agency will be billed according to the total hours submitted for each week on the time sheet, including any overtime as defined in **A.** above.

C. Term of the Contract:

The date of placement shall begin on **SATURDAY, DECEMBER 14, 2024** and shall continue until no longer needed by the Agency. The Agency may hire the Employee of the Service Provider to permanent employment with the Agency after a period of 688 hours of employment per placement through the Service Provider. If the Agency desires to hire the Employee for permanent employment *prior* to required time, the Agency agrees to pay the Service Provider one-third (1/3) of the remainder of the required time period cost. **The Agency agrees to notify the Service Provider of any change in the Employee's placement, including significantly modified work hours or termination of placement.**

D. Other Compensation, Conditions, Information, or Arrangements:

Agency is responsible for supervision of the Employee. Standards of work performance are set by the Agency, and outcomes of work performance as a result of these standards are the responsibility of the Agency. **Any dissatisfaction with Employee's work performance is to be immediately reported to the Service Provider.**

The Agency agrees to pay for assigned work-related travel of an Employee of the Service Provider. Mileage rate will be at the current rate used by the Agency. Agency will reimburse the Service Provider's employee directly, unless otherwise stated in the Addendum. (If Agency desires for Service Provider to pay travel and other related expenses to Employee and bill the Agency, an additional administrative fee of 20% will be added to the total mileage invoiced amount.) In addition, the Agency will pay such other business expenses as agreed upon by the Service Provider and the Agency at the time of the execution of their Addendum.

Work is expected to last as stated in **C.** above, provided that work performance of Employee is satisfactory to Agency. Employee agrees to work a two-week notice in the event he/she must terminate the placement prior to the ending date desired by the Agency.

Employee agrees to immediately, but no later than 72 hours, inform Area Manager and Placement Agency in the event of a charge or conviction of any criminal OR traffic offense.

Agency is responsible for verifying required training through NCSWlearn.org.

SIGNATURES:

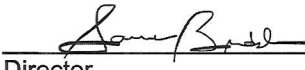


CEO & President
Vanguard Professional Staffing, Inc.

December 13, 2024

Date

12/13/2024



Director
Agency: **HYDE Co. DSS**

Date

VANGUARD PROFESSIONAL STAFFING, INC. STAFFING ADDENDUM TO AGREEMENT WITH HYDE COUNTY DEPARTMENT OF SOCIAL SERVICES (AGENCY)

A. Position (including specific requirements):

(Name of Staff) CYNTHIA FISHER will work as (title) **INCOME MAINTENANCE CASEWORKER** under the supervision of (name) **JULIA ASHCHEULOVA**. Work days and hours will be **FLEXIBLE UP TO 30 HRS/WK**, and may be altered as agreed upon by employee and Agency. Regular work hours may not exceed 40 hours per week. Hours worked over 40 per week are considered overtime and will be billed and paid at time-and-a-half. Other specific information: **HOURLY EMPLOYEE IS NOT ELIGIBLE FOR COMPENSATORY TIME IN LIEU OF PAY AT TIME-AND-A-HALF FOR ANY OVERTIME WORKED. EMPLOYEE IS PROHIBITED FROM VOLUNTEERING TO WORK OVERTIME WITHOUT PAY. (FEDERAL WAGE AND HOUR LAW)**

B. Compensation:

Agency agrees to pay the Service Provider **\$37.20** per hour for all hours worked by the Employee. Agency agrees to ensure the accuracy of and sign the weekly time sheet of Employee to be submitted by the Employee to the Service Provider. Agency will be billed according to the total hours submitted for each week on the time sheet, including any overtime as defined in **A.** above.

C. Term of the Contract:

The date of placement shall begin on **MONDAY, DECEMBER 30, 2024**, and shall continue until no longer needed by the Agency.

D. Other Compensation, Conditions, Information, or Arrangements:

Agency is responsible for supervision of the Employee. Standards of work performance are set by the Agency, and outcomes of work performance as a result of these standards are the responsibility of the Agency. **Any dissatisfaction with Employee's work performance is to be immediately reported to the Service Provider.**


The Agency agrees to pay for assigned work-related travel of an Employee of the Service Provider. Mileage rate will be at the current rate used by the Agency. Agency will reimburse the Service Provider's employee directly, unless otherwise stated in the Addendum. (If Agency desires for Service Provider to pay travel and other related expenses to Employee and bill the Agency, an additional administrative fee of 20% will be added to the total mileage invoiced amount.) In addition, the Agency will pay such other business expenses as agreed upon by the Service Provider and the Agency at the time of the execution of their Addendum.

Work is expected to last as stated in **C.** above, provided that work performance of Employee is satisfactory to Agency. Employee agrees to work a two-week notice in the event he/she must terminate the placement prior to the ending date desired by the Agency.

Employee agrees to immediately, but no later than 72 hours, inform Area Manager and Placement Agency in the event of a charge or conviction of any criminal OR traffic offense.

Agency is responsible for verifying required training through NCSWlearn.org.

SIGNATURES:



CEO & President
Vanguard Professional Staffing, Inc.

DECEMBER 14, 2024
Date



Director
Agency: HYDE CO DSS

12-16-2024

Date

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: Hyde County Water Tank Rehabilitation & Resiliency Project

SUMMARY: Manager Noble will present documentation necessary for the Water Tank Rehabilitation & Resiliency Project being completed with American Rescue Plan grant funding in the amount of \$1,185,500.

RECOMMEND: APPROVE DOCUMENTS AND RATIFY RESOLUTION

MOTION MADE BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL



RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the County of Hyde has qualified for the Viability Utility Reserve (VUR) designation associated with the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$ 1,185,500 to perform work as described under VUR-D-ARP-0098 for Water Tank Rehabilitation and Resiliency, and

WHEREAS, the County of Hyde intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE (BOARD OF COMMISSIONERS) OF THE (COUNTY OF HYDE):

That County of Hyde does hereby accept the American Rescue Plan Grant offer of \$1,185,500 for work on the Water Tank Rehabilitation and Resiliency Project,

That the County of Hyde does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Kris Cahoon Noble, Hyde County Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this on December 31, 2024 at Swan Quarter, North Carolina.

Randal Mathews, Chair
Hyde County Board of Commissioners

Date _____

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting as the Clerk of Board of the County of HYDE does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the acceptance of the American Rescue Plan Grant with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of County Commissioners of the County of HYDE duly held on the December 31, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this December 31, 2024.

(Signature of Recording Officer) Richard Mann IV
Clerk to the Board

(Title of Recording Officer)

NC DEQ Division of Water Infrastructure Professional Engineering Services Procurement

Section 602(b)(14) of the Clean Water Act requires projects receiving Clean Water State Revolving Fund funding to comply with engineering procurement guidelines. North Carolina Session Law 2021-180 authorizes the Division of Water Infrastructure (Division) to award grant funds from the American Rescue Plan Act (ARPA) State Fiscal Recovery Fund for drinking water, wastewater, and stormwater infrastructure projects. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines.

To comply, you must follow North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. You cannot exempt yourself using NCGS 143-64.32. Complete and sign this form and provide the information indicated to ensure that engineering services for your project are eligible for disbursement.

Applicant: Hyde County

Project Name: Booster Stations Replacement, Rehab and Resiliency and Water Tank Rehabilitation and Resilience

Division Funding Number: VUR-D-ARP-0041 and VUR-D-ARP-0098

- 1) List the basic services being provided: (i.e., planning, design, inspection etc.)
Planning, Design, Inspection,
- 2) Describe the method of announcement for the project.
Web Site
- 3) List the firms the announcement was discussed with or that proposals were received from in order of quality.
Green Engineering,
- 4) Was a contract negotiated with the best qualified firm? Yes No (Check one)
If no, explain why.
[Click or tap here to enter text.](#)

NOTE: Documentation of Qualification-Based-Selection of Engineering Services shall be provided to the Division upon request (to include announcement and qualifications requested).

By signing below, I [Click or tap here to enter text.](#), the Authorized Representative designated for this project in the project application, attest that the contract pricing, as seen in the attached contract(s), contains pricing that is fair and reasonable based on scope, complexity, professional nature, and the estimated value of the services being provided and the firm selected, was selected based on their qualifications.

(signed name, title and date)

(DWI staff use only – Check and initial here if debarment status checked and firm is NOT debarred _____)

<p>Clean Water Act, Section 602(b)(14)</p>	<p>(14) a contract to be carried out using funds directly made available by a capitalization grant under this title for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services <u>shall be negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement (as determined by the Governor of the State).</u></p> <p>From: water resources reform and development act guidance.pdf (epa.gov) <i>The requirements of 40 U.S.C. 1101 et seq. are:</i></p> <ul style="list-style-type: none"> · <i>Public announcement of the solicitation (e.g., a Request for Qualifications);</i> · <i>Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation); o Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);</i> · <i>Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;</i> · <i>Selection of at least three firms considered to be the most highly qualified to provide the services required; and</i> · <i>Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;</i> <ul style="list-style-type: none"> ▪ <i>In the event that a contract cannot be negotiated with the most highly qualified firm, negotiation continues in order of qualification.</i>
<p>Uniform Guidance 2 CFR 200.319(b)</p>	<p>Competition.</p> <p>The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.</p>
<p>NC General Statute 143-64.31</p>	<p>Procurement of Architectural, Engineering, and Surveying Services (NC “Mini-Brooks”)</p> <p>...It is the public policy of this State... and Local Governmental Units..., to announce all requirements for architectural, engineering, surveying, construction management at risk services, design-build services,..., to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. If a contract cannot be negotiated with the best qualified firm, negotiations with that firm shall be terminated and initiated with the next best qualified firm. ...</p>

<p>NC General Statute 143-64.32</p>	<p>NOTE: CWSRF and ARPA funding: NCGS 143-64.32 cannot be used to exempt a local government unit from abiding by NCGS 143-63.31. This is because there is no minimum dollar exemption allowed in the Federal Brooks Act, the Clean Water Act Section 602(b)(14), or 2 CFR 200.319.</p> <p>Written exemption of particular contracts.</p> <p>Units of local government or the North Carolina Department of Transportation may in writing exempt particular projects from the provisions of this Article in the case of proposed projects where an estimated professional fee is in an amount less than fifty thousand dollars (\$50,000). (1987, c. 102, s. 2; 2013-401, s. 2.)</p>
<p>21 NCAC 56.0701(f)</p>	<p>SECTION .0700 – RULES OF PROFESSIONAL CONDUCT, adopted in accordance with NC General Statute 89C-20 (Board Rules for Professional Engineers, etc.)</p> <p>(f) A licensee shall solicit or accept work only on the basis of qualifications and:</p> <ul style="list-style-type: none"> (1) Shall not offer to pay, either directly or indirectly, any commission, political contribution, gift, or other consideration in order to secure work, exclusive of securing salaried positions through employment agencies; (2) Shall compete for employment on the basis of professional qualification and competence to perform the work. The licensee shall not solicit or submit proposals for professional services containing a false, fraudulent, misleading, deceptive or unfair statement or claim regarding the cost, quality or extent of services to be rendered; (3) Shall, with regard to fee bidding on public projects, comply with the provisions of G.S. 143-64.31 et seq., (or for federal projects, the Brooks Act, 40 U.S. Code 541 et seq.) and shall not knowingly cooperate in a violation of any provision of G.S. 143-64.31 et seq. (or of 40 U.S. Code 541 et seq.); <p>...</p>



Green Engineering, PLLC

303 Goldsboro Street East • PO Box 609 • Wilson, NC 27894

Water, Wastewater, Surveying

TEL 252.237.5365 • FAX 252.243.7489

Planning, Project Management

WWW.GREENENGINEERING.COM

CONTRACT

Name of Client: Hyde County
Address: 1059 Main Street
Swan Quarter, North Carolina 27885
W.O. 23-087

Project Name: Water Tank Rehabilitation & Resiliency
Date Required: Reference Milestone
(Project No.: VUR-D-ARP-0098) Dates Attached

Project Rep: Clint Berry
Project Location: Hyde County, North Carolina
Date Ordered: October 3, 2022
Phone: 252-926-4468
Ordered By: Clint Berry
Order Taken By: Leo Green, III

Narrative Description of Services: Provide Engineering Services for the complete design, permitting, administration and observation of the rehabilitation of the Swan Quarter, Fairfield and Engelhard elevated water storage tanks and the addition of stand-by power at each location in accordance with the approved NCDEQ Application. Also included will be a Rate Study. Attached to this Short Form Contract is the NCDEQ Letter of Intent to Fund that includes the Schedule (Project Milestone Dates).

Table with 5 columns: UNITS, COMPONENT, *BASIS, UNIT COST, TOTAL AMOUNT. Rows include Engineering Design, Permitting, Project Funding Administration, Construction Administration, Construction Observation, and Rate Study.

*(H)Hourly \$
*(LS)Lump Sum \$ 248,500.00
*(O)Other \$

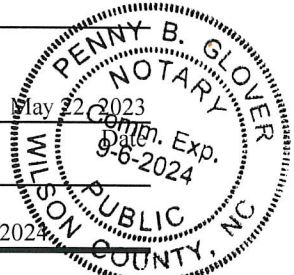
The General Conditions on the reverse side are incorporated into and made a part of this contract. The signatures below authorize Green Engineering, P.L.L.C. to proceed with the services as described above.

Client: Hyde County
Print Name of Firm or Corporation
Signature of Authorized Representative Date
Kris C. Noble, County Manager
Print Name and Title

Green Engineering, P.L.L.C.
Signature of Authorized Representative Date
E. Leo Green, III - Managing Member
Print Name and Title

Attest:
Signature Date
Print Name and Title

Attest:
Signature Date
Penny B. Glover - Notary
Print Name and Title
My Commission Expires: September 6, 2024



All local government clients are required to complete this section.

Finance Officer Certification:
This contract has been pre-audited in accordance with the Local Government Budget and Fiscal Control Act.

Signature of Finance Officer Date

GENERAL CONDITIONS

Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, client agrees to pay a finance charge of one and one-half percent per month on the amount of the past due account. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable. If it becomes necessary to refer collection to an attorney, Green Engineering, P.L.L.C. shall be entitled to recover reasonable attorney's fees at 15% of the outstanding balance owed.

In the event client requests termination of Green Engineering, P.L.L.C.'s services prior to completion of this Contract, a termination charge, in an amount not to exceed thirty percent of all charges incurred through the date services are stopped, may be applied. If operations stop as a result of changes in the scope of services such as requests by the client or requirements of third parties, additional charges will be applicable.

Amounts contained in this Contract, other than lump sum, are estimates only and should not be regarded as "not to exceed". Green Engineering, P.L.L.C.'s hourly rates are shown on the attached rate schedule and incorporated by reference.

Cost of all prints, copies of reports and fees or charges due government agencies for the review and approval of plans transmitted to client or others will be billed to client as they are received, the cost of which is not included in the Contract estimates and are due and payable upon receipt.

Any lump sum fees, per unit fees, or hourly rate fees contained in this Contract will be adjusted annually on each anniversary date of the execution of this Contract.

If Green Engineering, P.L.L.C. does not receive notification from you, either verbal or written, within ten (10) days of the date of our invoice, it will be construed to be correct.

This Contract contains the entire agreement between the parties and may not be modified except by a subsequent written agreement signed by both parties.

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

County of Hyde
PO Box 188
Swan Quarter, North Carolina 27885

Project Number:

VUR-D-ARP-0098

Unique Entity ID Number:

ENMJWY3H3CJ9

Assistance Listing Number:

21.027

Funding Program

		Additional Amount for	Previous Total	Total Offered
Drinking Water	<input checked="" type="checkbox"/>	Funding Increases		
Wastewater	<input type="checkbox"/>			
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
Viable Utility Reserve Grant (VUR-ARP)	<input checked="" type="checkbox"/>			\$1,185,500
American Rescue Plan Act (ARPA)	<input type="checkbox"/>			

Project Description:

Water Tank Rehabilitation & Resiliency

Total Financial Assistance Offer:

\$1,185,500

Total Project Cost:

\$1,185,500

Estimated Closing Fee*:

\$0.0

For Loans

Principal Forgiveness:

\$0

**Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

<p><small>DocuSigned by:</small> <i>Shadi Eskaf</i> Signature</p>	<p>5/19/2023 Date</p>
---	---------------------------

On Behalf of:

County of Hyde

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

<p>Signature</p>	<p>Date</p>
------------------	-------------

APPLICABLE STANDARD CONDITIONS**Project Applicant: County of Hyde****Project Number: VUR-D-ARP-0098**

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

Project Applicant: County of Hyde

Project Number: VUR-D-ARP-0098

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division. The recipient acknowledges that in the event a milestone contained in the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.
9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.

SALES-TAX REIMBURSEMENT CERTIFICATION FORM

(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: Hyde County

Project Number: VUR-D-ARP-0098

Check If Applicant is not a unit of government under North Carolina law

If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

The construction contract was bid without sales taxes

Kris C. Noble, County Manager

(Printed Name and Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

Submit to: NC Dept. of Environment & Natural Resources
Division of Water Infrastructure
Pam Whitley, Project Management Branch
1633 Mail Service Center
Raleigh, NC 27699-1633

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: County Manager Kris Noble
Attachment: No

ITEM TITLE: BUDGET MATTERS

SUMMARY: Departmental budget revisions and amendments will be presented by department managers for Board discussion and approval.

No budget matters.

RECOMMEND: Discussion and approve budget revisions and amendments.

MOTION MADE BY: PUGH
 SIMMONS
 MATHEWS
 SWINDELL
 MOORE

MOTION SECONDED BY: PUGH
 SIMMONS
 MATHEWS
 SWINDELL
 MOORE

VOTE: PUGH
 SIMMONS
 MATHEWS
 SWINDELL
 MOORE

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2024
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: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

MOTION SECONDED BY: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

VOTE: BERRY
 MATHEWS
 MIDGETTE
 MOORE
 SWINDELL

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 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.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: January 6, 2025
Presenter: Board of Commissioners

ITEM TITLE: CLOSED SESSION

SUMMARY: The County Manager may request entering Closed Session in accordance with NCGS143A-318.11 (a)

- 1) To prevent the disclosure of information that is privileged or confidential pursuant to the law.
- 2) To prevent the premature disclosure of an honorary award.
- 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney client privilege.
- 4) To discuss matters relating to the location or expansion of industries or other businesses.
- 5) To establish or instruct the public body's staff or agent in negotiating the price or terms of a contract for the acquisition of real property by purchase; or compensation and terms of an employment contract.
- 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.
- 7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- 8) To formulate plans by a local board of education relating to emergency response to incidents of school violence.
- 9) To discuss and take action regarding plans to protect public safety.

RECOMMEND: Enter into the Closed Session.

MOTION MADE BY: <input type="checkbox"/> BERRY	MOTION SECONDED BY: <input type="checkbox"/> BERRY	VOTE: <input type="checkbox"/> BERRY
ENTER <input type="checkbox"/> MATHEWS	<input type="checkbox"/> MATHEWS	<input type="checkbox"/> MATHEWS
<input type="checkbox"/> MIDGETTE	<input type="checkbox"/> MIDGETTE	<input type="checkbox"/> MIDGETTE
<input type="checkbox"/> MOORE	<input type="checkbox"/> MOORE	<input type="checkbox"/> MOORE
<input type="checkbox"/> SWINDELL	<input type="checkbox"/> SWINDELL	<input type="checkbox"/> SWINDELL
MOTION MADE BY: <input type="checkbox"/> BERRY	MOTION SECONDED BY: <input type="checkbox"/> BERRY	VOTE: <input type="checkbox"/> BERRY
EXIT <input type="checkbox"/> MATHEWS	<input type="checkbox"/> MATHEWS	<input type="checkbox"/> MATHEWS
<input type="checkbox"/> MIDGETTE	<input type="checkbox"/> MIDGETTE	<input type="checkbox"/> MIDGETTE
<input type="checkbox"/> MOORE	<input type="checkbox"/> MOORE	<input type="checkbox"/> MOORE
<input type="checkbox"/> SWINDELL	<input type="checkbox"/> SWINDELL	<input type="checkbox"/> SWINDELL

Supplemental Information

BLACKLAND BULLETIN

Andrea Gibbs | Ag Extension Agent | 252-542-9300

2025 BLACKLANDS WINTER MEETINGS

I hope that everyone had a relaxing Christmas and New Years! We are going to kick the winter meeting season off on January 13th with our corn production meeting. If you haven't heard, Dr. Heiniger will be retiring next year so this will likely be your last chance to hear him speak. Extension has moved to more of a regional approach for winter meetings so we will have one corn, one soybean, and one cotton meeting in the Blacklands. Details on this years meetings can be found on the back of this page. Registration links will be sent out via email, so if you are not on my email list, please give me a call so I can add you!



RESPIRATOR FIT TESTING 2025

If you need to be fit tested for a respirator please call the Hyde County Health Department (926-4399) as soon as possible to schedule an appointment. They will be offering medical clearance and fit testing on **February 18th, 20th, and 27th**, but appointment slots are very limited. This will be your only chance to get fit testing done in the county.

Please sign up so the health department will continue to offer this important service. If you are spraying ANYTHING that requires any kind of respiratory protection, YOU MUST BE FIT TESTED ANNUALLY. Cost -> Medical Clearance: \$40, Fit Testing: \$25. You can obtain medical clearance from your primary care physician.

PARAQUAT TRAINING

Applicators are required to take an EPA-approved paraquat training program every 3 years in order to mix, load, apply, handle, or look at paraquat. Please check your certificate to see if it is time to re-take the training. The training can be completed online at npsec.us/paraquat. If you need assistance with this, please give me a call!

PESTICIDE EXAM - JANUARY 13TH

There will be an in-person pesticide license exam at the Ponzer Community Building on January 13th at 1:00 pm. All exams, including the new commodity fumigation exam will be available. (see below for more information) Registration is required. Payment will be taken on the day of the exam in the form of a check or money order (payable to NCDA&CS), or exact cash. Please register for the pesticide exam online at <https://tinyurl.com/44b3vf6f>.

In response to the new EPA standards for pesticide applicator certification, the NCDA&CS has created a new certification category for private applicator Commodity Fumigation in North Carolina. Previously, private applicators were permitted to fumigate commodities produced on land they owned or leased as long as they held current NC Private Applicator certification. This only pertains to the use of fumigants, not the treatment of seed or bin walls with products like malathion, etc. Those applications are covered under your private pesticide license!

BFMA ANNUAL BUSINESS MEETING & MATTAMUSKEET LODGE TOUR



The Blackland Farm Managers Association will hold their annual business meeting on Monday, January 27th at Pamlico Shores Outpost (23145 US Hwy 264, Swan Quarter). The meeting will begin with lunch & the business meeting and will conclude with an exclusive tour of the Mattamuskeet Lodge!

2025 BLACKLANDS AREA WINTER PRODUCTION MEETINGS & PESTICIDE CREDIT OPPORTUNITIES

Date	Meeting	Location	Time	Speakers	Credits
Jan 13	Blacklands Area Corn Production Meeting	Ponzer Community Building 39111 US HWY 264, Belhaven	9:00am - 12:00pm	Drs. Ron Heinliger, Dalsy Ahumada, Charlie Cahoon, Luke Gatiboni, Chad Poole	2 hrs X, N, D, O pest & CCA
Jan 22	Virtual V Training	http://tinyurl.com/d34rcmz3	8:00am - 10:00am	NCDAs Pesticide Inspector, Blacklands Ag Agents	2 hrs V Pesticide Credits
Jan 27	BFMA Annual Business Meeting	Pamlico Shores Outpost 23145 US HWY 264, Swan Quarter	12:00pm - 2:00pm	The BFMA will hold their annual business meeting followed by an exclusive tour of the Mattamuskeet Lodge	N/A
Feb 11	Blacklands Soybean School	Vernon James Center 207 Research Station Rd, Plymouth	9:00am - 12:00pm	Dr. Shaun Casteel (Purdue); Drs. Luke Gatiboni, Leann Lux, & Dominic Reisig; Rod Gurganus & Jalayne Ward	2 hrs X, N, D, O pest & CCA
Feb 11	Plymouth V Training	Vernon James Center 207 Research Station Rd, Plymouth	1:00pm - 3:00pm	NCDAs Pesticide Inspector, Blacklands Ag Agents	2 hrs V Pesticide Credits
Feb 12	Ponzer V Training	Ponzer Community Building 39111 US HWY 264, Belhaven	9:30am - 11:30am	NCDAs Pesticide Inspector, Blacklands Ag Agents	2 hrs V Pesticide Credits
Feb 12	Blacklands Cotton Production Meeting	Ponzer Community Building 39111 US HWY 264, Belhaven	12:00pm - 2:30pm	Drs. Guy Collins, Charlie Cahoon, Dominic Reisig, Dalsy Ahumada	2 hrs X, N, D, O pest & CCA

Soil & Water Conservation Commission (SWCC) Updates – <https://www.ncagr.gov/divisions/soil-water-conservation/commission>

- **Next meeting January 5, 2025 in conjunction with the NCASWCD Annual Meeting**

Division of Soil & Water Conservation Updates – <https://www.ncagr.gov/divisions/soil-water-conservation>

- **Master Agreements** – will be circulated to local district offices soon... keep an eye on your Inbox for the next multi-year agreement.
- **Cost Share Division Update Meetings** – have been scheduled for February – Plymouth on the 4th, Kenansville on the 12th, Pittsboro on the 18th, Statesville on the 25th and Waynesville on the 26th. Keep an eye on your email for registration details!

NC Association of Soil and Water Conservation Updates – www.ncaswcd.org

- **Annual Meeting** – All details (including those for Basic Training) can be found on the event website - <https://www.ncagr.gov/divisions/soil-water-conservation/district-supervisors/professional-development/upcoming-events#NCASWCDAnnualMeeting-2723>
- **Outreach Enhancement Grant – “Grow More”** – the Association is partnering with the National Wildlife Federation on a grant for Outreach Enhancement. Grow More is a training program specifically designed to help agriculture professionals bridge the gap between information and action! This training will take place on December 10 (Raleigh area) and April 22, 2025 (Greensboro/Winston-Salem area).

National Association of Conservation Districts (NACD) Updates – www.nacdnet.org/

Updates and opportunities are below:

- February 8-12, 2025 - [NACD Annual Meeting](#) | Salt Lake City, UT (Registration Now Open)
- July 20-26, 2025 - 2025 NCF-Envirothon | Alberta, Canada
- July 24-30, 2025 - 2025 NACD Summer Conservation Forum and Tour | Milwaukee, WI
- August 2-6, 2025 - SENACD Regional Meeting | Louisville, KY
- February 14-19, 2026 - Annual Meeting | San Antonio, TX
- Subscribe to NACD publications

Upcoming Events

Jan 4 – Basic Training for Soil & Water Conservation District Supervisors, Durham NC
Jan 5-7 – NCASWCD Annual Meeting, Sheraton Imperial, Durham NC
Jan 30 – RUSLE2 Training, Watuaga SWCD, 9:00am
Feb 4 – Basic Training for Soil & Water Conservation District Supervisors, Coastal
Feb 4 – Cost Share Division Update Meeting, Plymouth
Feb 12 – Cost Share Division Update Meeting, Kenansville
Feb 18 – Basic Training for Soil & Water Conservation District Supervisors, Mountain
Feb 18 – Cost Share Division Update Meeting, Pittsboro
Feb 25 – Basic Training for Soil & Water Conservation District Supervisors, Piedmont
Feb 25 – Cost Share Division Update Meeting, Statesville
Feb 26 – Cost Share Division Update Meeting, Waynesville
Mar 6 – Eastern NC Farm Succession School, Kinston
Mar 27 – Western NC Farm Succession School, Canton
April 22 – Grow More training, Greensboro/Winston-Salem area

Natural Resources Conservation Service (NRCS) Updates

Timothy Beard, State Conservationist Website: www.nc.nrcs.usda.gov



Emergency Watershed Protection Program

For Tropical Storm Helene, NRCS may provide up to 100% of the construction costs for eligible emergency measures. Sponsor are prohibited from utilizing other federal funds for EWP projects. Funding is subject to Congressional approval.

A reminder that potential sponsors should reach out to their local NRCS office for additional program information including templates for preparing requests for assistance to NRCS. Currently, the NRCS state conservationist is accepting requests for assistance through **Jan. 31, 2025**.

Sponsors Include:

a legal subdivision of the state, such as a state agency, county, city, town, soil and water conservation district, or an Indian Tribe or a Tribal organization.

Easements at Work

The easement staff is working hard to obligate 44 parcel applications in this current fiscal year (FY).

By-the-numbers:

IRA-ALE: 5 parcels for a total of \$2,397,598

General ALE: 3 parcels for a total of \$1,948,025

IRA-WRE: 1 parcel for \$756,000

RCP: 4 Agreements, 35 parcels for a total of \$14,911,573

Beginning in January, easements will be a stand alone section, headed by Brian Loadholt as the Assistant State Conservationist for Easement Programs. Brian has worked for NRCS for 20 years, serving in various positions in Arizona, Pennsylvania, Virginia, and North Carolina. Since 2019, he has served as the Easement Coordinator for North Carolina. Prior to that, Brian was the Supervisory Soil Conservationist across six counties in Central NC.



To find your local service center, use our locator tool at [USDA Service Center Locator](#).

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Soil & Water Conservation Commission (SWCC) Updates – <https://www.ncagr.gov/divisions/soil-water-conservation/commission>

- **November 20 meeting updates:**
 - Approved updates to the Waste Application Systems and Constructed Wetlands BMP at the meeting; these updated policies will go into effect for the FY2026 program year.
 - CCAP Regional applications approved
 - District Supervisor appointments and reappointments approved for 2024-2028 terms, with and without conditions (see listserv email on 12/2/24 for details)
- **Next meeting January 5, 2025 in conjunction with the NCASWCD Annual Meeting**

Division of Soil & Water Conservation Updates – <https://www.ncagr.gov/divisions/soil-water-conservation>

- **NC Disaster Hay Portal** – We’ve been hearing about people whose hay got washed away in Helene and others looking to donate hay. Here is a link to the [NC Disaster Hay Portal](#). The Department and Extension are working to set up some staging locations for pick up and drop off.
- **Master Agreements** – will be circulated to local district offices soon... keep an eye on your Inbox for the next multi-year agreement.
- **Design sheets** - Heavy Uses Area Protection Design Sheets for both stone and concrete have been added to the BMP websites under Stream Protection Measures and Waste Management Measures.

NC Association of Soil and Water Conservation Updates – www.ncaswcd.org

- **Annual Meeting** – pre-registration is now open through December 10. All details (including those for Basic Training) can be found on the event website - <https://www.ncagr.gov/divisions/soil-water-conservation/district-supervisors/professional-development/upcoming-events#NCASWCDAnnualMeeting-2723>
- **Outreach Enhancement Grant – “Grow More”** – the Association is partnering with the National Wildlife Federation on a grant for Outreach Enhancement. Grow More is a training program specifically designed to help agriculture professionals bridge the gap between information and action! This training will take place on December 10 (Raleigh area) and April 22, 2025 (Greensboro/Winston-Salem area).

National Association of Conservation Districts (NACD) Updates – www.nacdnet.org/

Updates and opportunities are below:

- October 9-November 30- [Friends of NACD Grant Accepting Applications](#)
- December 1, 2024 – K-12 Poster Contest Deadline
- December 8-10, 2024-VASWCD Annual Meeting | Roanoke, VA
- December 12, 2024 - [Conservation Coffee](#) watch previous [here](#)
- February 8-12, 2025-[NACD Annual Meeting](#) | Salt Lake City, UT (Registration Now Open)
- July 20-26, 2025 - 2025 NCF-Envirothon | Alberta, Canada
- July 24-30, 2025 - 2025 NACD Summer Conservation Forum and Tour | Milwaukee, WI
- August 2-6, 2025, SENACD Regional Meeting | Louisville, KY
- February 14-19, 2026, Annual Meeting | San Antonio, TX
- Subscribe to NACD publications

Upcoming Events

Dec 5 – NCASWCD Committee Chairs & Recordors meeting, Greensboro
Dec 10 – Grow More training, Raleigh area
Dec 10 – DEADLINE for NCASWCD Annual Meeting, pre-registration
Dec 18 – NCASWCD Annual Meeting travel reimbursement training, 10AM
Jan 4 – Basic Training for Soil & Water Conservation District Supervisors, Durham NC
Jan 5-7, 2025 – NCASWCD Annual Meeting, Sheraton Imperial, Durham NC
Feb 4 – Basic Training for Soil & Water Conservation District Supervisors, Coastal
Feb 18 – Basic Training for Soil & Water Conservation District Supervisors, Mountain
Feb 25 – Basic Training for Soil & Water Conservation District Supervisors, Piedmont
Mar 6 – Eastern NC Farm Succession School, Kinston
Mar 27 – Western NC Farm Succession School, Canton
April 22, 2025 – Grow More training, Greensboro/Winston-Salem area

Natural Resources Conservation Service (NRCS) Updates

Timothy Beard, State Conservationist

Website: www.nc.nrcs.usda.gov



Public Comments

The U.S. Department of Agriculture (USDA) is seeking public input by December 23, 2024, on how to improve conservation practice standards to maximize climate change mitigation and adaptation benefits, as supported by peer-reviewed scientific literature. Conservation practices providing climate benefits are delivered through existing USDA Natural Resources Conservation Service (NRCS) conservation programs popular with producers, like the Environmental Quality Incentives Program (EQIP), Conservation Stewardship Program (CSP), Agricultural Conservation Easement Program (ACEP), and Regional Conservation Partnership Program (RCPP) as well as NRCS technical assistance.

Public comments should be submitted through this Federal Register notice (or through one of the methods listed below) by **Dec. 23, 2024**.

Comments may also be submitted through one of the following methods:

Federal eRulemaking Portal:

- Go to [regulations.gov](https://www.regulations.gov) and search for Docket ID: NRCS-2024-0015.
- Follow the online instructions for submitting comments.

Mail or Hand Delivery:

- Address your comments to: Ms. Sara del Fierro, Climate Change Mitigation Lead, NRCS Climate Office, Office of the Chief, NRCS, USDA, 1400 Independence Avenue, South Building, Room 4613, Washington, DC 20250.
- In your comment, please specify the Docket ID: NRCS-2024-0015.

All comments received will be made publicly available on [regulations.gov](https://www.regulations.gov). Anyone with questions may contact Dana Ashford-Kornburger, National Climate Coordinator, at 202-205-9434, or email at dana.ashford@usda.gov.

Inflation Reduction Act Funding Through The Agricultural Conservation Easement Program FY 25

USDA's Natural Resources Conservation Service (USDA-NRCS) in North Carolina is making available an additional opportunity for Fiscal Year (FY) 2025 Inflation Reduction Act (IRA) funding through the Agricultural Conservation Easements Program (ACEP). This includes eligible parcels for both Agricultural Land Easements (ALE) and Wetland Reserve Easements (WRE) for this sign-up period.

While USDA-NRCS accepts applications year-round, producers and entities interested in this funding cycle for IRA-ALE and IRA-WRE must apply by **Dec. 20, 2024**. Applicants' eligibility documentation with Farm Service Agency must be current for FY 2025 by Dec. 20, 2024.

The priority counties for North Carolina IRA ACEP-ALE listed below are centered around program eligible cropland or grassland where USDA-NRCS has identified a high threat of conversion to a non-agricultural use. Eligible Counties: Alamance, Buncombe, Haywood, Henderson, Catawba, Lincoln, Gaston, Mecklenburg, Union, Cabarrus, Iredell, Rowan, Davie, Davidson, Forsyth, Guilford, Randolph, Chatham, Orange, Durham, Granville, Franklin, Nash, Vance, Wake, Johnston, Harnett, Pender, Brunswick, and New Hanover.

Emergency Watershed Protection Deadline

Sponsors affected by Tropical Storm Helene and are interested in participating in the Emergency Watershed Protection Program (EWP) must have their submissions in by **Jan. 31, 2025**. The program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, windstorms, and other natural occurrences. EWP is an emergency recovery program. All projects undertaken, except for the purchase of floodplain easements, must have a project sponsor.



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**North Carolina
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Board of Commissioners

Earl Pugh, Jr., Chair
Shannon Swindell Vice-Chair
Benjamin Simmons, III
Randal Mathews
Jan Moore

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



December 8, 2024

Oregon Inlet Task Force
954 Marshall C. Collins Drive
Manteo, N.C. 27954

Dear Task Force Members:

Hyde County would like to thank the Oregon Inlet Task Force for their partnership and support as we work towards the goal of safe navigable channels. The utilization of the Miss Katie in July and August of this year in Sloop Channel saw tremendous results and gave us a reliable ferry route through our summer season. We are truly grateful for this collaboration.

Hyde County would like to request the use of the Miss Katie for dredging services in the Hatteras Inlet area again. Recent storm events have resulted in changes in Sloop Channel and the channel has shoaled in to a degree that we have concern and would like to request another dredging event at the earliest convenient time.

Thank you for your kind consideration and we look forward to hearing from you.

Kris Cahoon Noble
Hyde County Manager
252.542.0802

Cc: Robert Outten, Dare County Manager
Hyde County Board of Commissioners
Ocracoke Waterways Commission
Kevin Hart, NC DEQ
Ken Wilson, CPE Engineering