

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 27, 2022
Presenter: Chairman Earl Pugh, Jr.
Attachment: No

ITEM TITLE: OPENING

SUMMARY: Call to Order
Opening Prayer
Pledge of Allegiance

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 27, 2022
Presenter: Chairman Earl Pugh, Jr.
Attachment: Yes

ITEM TITLE: CONSIDERATION OF AGENDA

SUMMARY: Attached is the proposed Agenda for the **June 27, 2022** Special Meeting of the Hyde County Board of Commissioners.

RECOMMEND: Review, Amend and Approve.

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

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

VOTE: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ TOPPING

AGENDA

HYDE COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING

MONDAY, JUNE 27, 2022

**HELD IN THE HYDE COUNTY GOVERNMENT CENTER, SWAN QUARTER AND SIMULTANEOUSLY IN THE OCRACOE
COMMUNITY CENTER**

CALL TO ORDER

CONSIDERATION OF AGENDA

CONSIDERATION OF MINUTES

June 6, 2022

- **Meeting Minutes**

PUBLIC HEARINGS: NONE

EMPLOYEE/ VOLUNTEER/ FRIEND OF HYDE COUNTY Manager Noble

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) Ordinances – Resolutions – Proclamations**
 - a. FY 2022-2023 Budget Ordinance / Set Tax Rate Manager Noble**
- 2) Building Inspections Contract..... Manager Noble**
- 3) Hyde Davis Center Lawn Maintenance and Cleaning Contract..... Manager Noble**
- 4) Special Projects Consultant Contract..... Manager Noble**
- 5) Beaufort Hyde Partnership for the Children/ Davis Lease..... Manager Noble**
- 6) Change to Rules and Regulations Hyde County Water System..... Manager Noble**

BUDGET MATTERS

MANAGEMENT REPORTS

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

PUBLIC COMMENTS

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

CLOSED SESSION in accordance with NCGS143A-318.11 (a) (6)

ADJOURN

SUPPLEMENTAL INFORMATION

Department Reports

Department Heads' reports will be attached to update the public with departmental activities and ideas for continuous improvement of government services to the citizens.

Informational Items

1)

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 27, 2022
Presenter: Deputy Clerk to the Board
Attachment: Yes

ITEM TITLE: CONSIDERATION OF MINUTES

SUMMARY: Attached are the **June 6, 2022** meeting minutes.

RECOMMEND: Review, Amend and Approve.

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

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

VOTE: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ TOPPING

REGULAR MEETING MINUTES
HYDE COUNTY BOARD OF COMMISSIONERS
Monday, June 6, 2022 – 6:00p.m.

Following opening prayer by Chairman Swindell and pledge of allegiance, the Hyde County Board of Commissioners regular meeting was called to order on Monday, June 6, 2022, at 6:00p.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. Video is also available on Facebook and on the County's YouTube channel for download to a personal device.

The following Board of Commissioners were present on the mainland: Chairman Earl Pugh, Jr.; Vice-chair Shannon Swindell; Commissioner Goldie Topping and Ben Simmons; Attorney Franz Holscher; County Manager Kris Cahoon Noble; and, Tax/IT Director Donnie Shumate.

Commissioner Randal Mathews; Deputy Clerk Teresa Adams; and, Grants Technician Sarah Teaster attended on Ocracoke.

Clerk Lois Stotesberry was absent.

CONSIDERATION OF AGENDA:

Commissioner Swindell moved to approve the Monday, June 6, 2022 Meeting Agenda as presented with correction under Presentations – Financial Report is from April. Commissioner Topping seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

CONSIDERATION OF MINUTES:

Commissioner Mathews moved to approve the May 2, 2022 Regular Meeting and May 9, 2022 Special Meeting Budget Workshop Meeting Minutes as presented with correction made on the May 9 Regular Minutes on Page 2 – Presentations – Chairman Pugh was not at the Trillium Ribbon Cutting Ceremony. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

PUBLIC HEARING:

Commissioner Simmons moved to open public hearing on the FY2022-2023 Hyde County Budget. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

Comments Received:

1) Jeff Dippold – Ocracoke resident and member of the Volunteer Fire Department – requests adequate budgeting be allocated to support two full time 24/7/365 EMS crews with the second crew serving as a backup. Mr. Dippold reported three specific incidents where an EMS crew was not available for second emergency call. Volunteer Firefighters, non EMS medical professionals and members of the community stepped up and filled the gap in coverage.

2) Dr. Erin Baker, Ocracoke resident and Physician at the Ocracoke Health Center – also requests funding for full time EMS staff and equipment to be available 24/7/365 full-time on the Island. Dr. Baker and her nursing staff also assisted with a cardiac patient's medivac.

Commissioner Simmons moved to close public hearing on the FY022-2023 Hyde County Budget. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

PRESENTATIONS:

Hyde County ABC Board – Chairman Meredith Nicholson presented three items:

1) Ms. Nicholson has been Chairman for the Hyde County ABC Board for 9 years. She requested reappointment.

Commissioner Swindell moved to reappoint Chairman Meredith Nicholson to serve another three year term on the Hyde County ABC Board. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

2) Ms. Nicholson requested a \$50.00 per meeting raise for ABC Board members. Currently, members receive \$150.00 per meeting for 13 meetings per year. She reported the ABC Board reached the million dollar sales mark for this year. No action taken.

3) Information Item - Effective July 1, 2022, the ABC Boards are required to deliver supplies to licensed ABC customers in Hyde County (8 total - 2 Mainland and 6 on Ocracoke). A plan of action has been presented to the State ABC Board. Delivery service will be offered to Hyde ABC customers in July.

Tax Collections Report – Donnie Shumate, Tax Administrator presented the May 2022 TR-407 Daily Distribution Report. Past due collections are coming up.

Commissioner Mathews moved to accept the May 2022 Tax Collections Report. Commissioner Topping seconded the motion. The motion passed on the following vote: Ayes – Pugh, Topping and Mathews; Nays – None; Absent or not voting – Simmons and Swindell.

Financial Report - Finance Officer Corrinne Gibbs distributed copy of Hyde County's expenditures and revenue as of April 30, 2022.

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

ITEMS OF CONSIDERATION:

Resolution To Set Hyde County's Revaluation Date As January 1, 2024 – Tax Administrator Donnie Shumate presented resolution to begin the next Hyde County revaluation. Hyde County received a letter from the Department Of Revenue that reported the County's Sales Ratio was off. Therefore, revaluation needs to be done now. Mr. Shumate will put out a request for proposal to conduct the revaluation. Request to approve the company selected will be presented to the Board for approval at a future meeting. New values will be effective January 1, 2024.

Commissioner Simmons moved to adopt Resolution of The Hyde County Board of Commissioners To Set Hyde County's Revaluation Date as January 1, 2024. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

Clerk's Note: A copy of "Resolution of The Hyde County Board of Commissioners To Set Hyde County's Revaluation Date as January 1, 2024" is attached herewith as Exhibit A and incorporated herein by reference.

Appointments

- **DSS Board** – Commissioner Simmons moved to reappoint Lora Byrd to serve a second three year term on the Department of Social Services Board. Commissioner Topping seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.
- **JCPC Reappointments** – Commissioner Simmons moved to reappoint Jerald Craddock, Elizabeth Craven, Alisha Holloway, Stephanie Stewart, Nancy Leach, Natalie Wayne, Phillip Holloway and Lee Brimmage to serve another two year appointment. Commissioner Topping seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

DHHS/DSS Written Agreements-Amended MOU – DSS Director Laurie Potter reported Session Law 2017-41 requires all counties to enter into an annual agreement with the Department of Health and Human Services for all Social Services programs excluding medical assistance (Medicaid). The law requires the agreement to contain certain performance requirements and administrative responsibilities related to the social services programs.

Commissioner Simmons moved to approve the Memorandum of Understanding (Fiscal Year 2022-23 and 2023-24)

Between The North Carolina Department of Health and Human Services and Hyde County. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

Tekniam Project Proposal Approval – Tekniam, LLC, Chief Operations Officer Timothy M. Stranahan, has submitted proposal for the Remote Universal Communications System (RUCS) solution to provide wireless internet access to the village of Ocracoke. Total cost for the project is \$114,090.50. The Ocracoke Tourism Development Authority Board has committed \$25,000.00 to support the Tekniam project and the Ocracoke Occupancy Tax Board has committed \$90,000.00 to the project.

County Attorney Holscher asked if (on page 4 of the contract) the County is responsible for initial installation labor and all DM towers over and beyond the actual contract expense.

Mr. Stranahan reported Tekniam will use existing community infrastructure prior to using any other expense.

Commissioner Mathews has asked the Cannon Foundation for additional grant funding.

Commissioner Simmons moved to approve the Tekniam proposal, not to exceed \$114,090.50 expenditures. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

Tekniam Project Budget Ordinance – County Manager Kris Noble presented Tekniam PBO for Board approval.

Commissioner Mathews moved to approve “Ocracoke Remote Universal Communication System Project Fund Project Budget Ordinance – June 6, 2022”. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

Clerk's Note: A copy of “Ocracoke Remote Universal Communication System Project Fund Project Budget Ordinance – June 6, 2022” is attached herewith as Exhibit B and incorporated herein by reference.

Probation Parole Lease Renewal – County Manager Kris Noble reported the North Carolina Department of Public Safety is requesting a renewal of the lease for the probation/parole office located on the second floor of the Hyde County Government Building. The terms are the same as previous leases and the Clerk of Court supports the renewal.

Commissioner Swindell moved to approve renewal of the Probation Parole Lease as presented. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

Ocracoke Independence Day Fireworks Application – Hyde County Emergency Manager Joey Williams presented the Permit Application to be submitted to Dare County Office of The Fire Marshal as required to hold the 2022 Independence Day Ocracoke Fireworks display.

Commissioner Swindell moved to approve the Ocracoke Independence Day Fireworks Permit Application as presented. Commissioner Topping seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

RFQ Selection for Davis Ventures CDBG/DR FEMA Roof Repair and Building Project – Hyde County Grant Administrator Sara Teaster reported after two rounds of advertising the RFQ for the Davis Ventures Roof and Building Repair Project the three required submissions were received for review. On June 2, 2022 Sara Teaster, Grant Administrator; Kris Cahoon Noble, County Manager; and, Willie Shaw, Davis Ventures Board member, reviewed and ranked the RFQ's and selected the firm Intrepid Architecture.

Commissioner Topping moved to award the Engineer/Architect Contract to Intrepid Architecture and to authorize the County Manager to negotiate and enter into contract for services with County Attorney review and approval. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

HMGP Consultant Approval – Hyde County Grant Administrator Sara Teaster presented Request for Proposals for Professional and Project Management Services. Entering into contract with Insight Planning will be subject to approval by North Carolina Department of Emergency Management under the non-competitive negotiation procurement clause. After two rounds of issuing requests for proposals, Hyde County only received one RFP.

Commissioner Swindell moved to approve Hyde County and Insight Planning to enter into a contract for services to assist with all upcoming FEMA/HMGP projects on Mainland Hyde County and the Island of Ocracoke. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

Financial Control Policy Updates – Hyde County Grant Administrator Sara Teaster reported moving forward with our CDBG DR/ HUD/ FEMA Project, Hyde County is Required to have some financial management policies in place per HUD requirements. These signed documents will bring Hyde County into compliance with HUD requirements and streamline some of our initial procedures.

Commissioner Topping moved to approve the Hyde County Financial Control Policy Updates. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

Ocracoke EMS Lease – Fesham Properties – County Manager Kris Noble presented Residential Rental Contract Renewal and/or Amendment extending the original lease for the property located at 935 Irvin Garrish Highway, Ocracoke, NC, currently serving as the baser station for operations for Ocracoke EMS. This extension renews the current agreement until June 30, 2023. A new EMS base station is currently under the design phase and is slated to be completed prior to the end of this lease extension.

Commissioner Mathews moved to approve the Residential Rental Contract between Hyde County and Fesham properties. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Mathews and Topping; Nays – None; Absent or not voting – None.

Budget Matters

Hyde SWCD

• **106060.5400 Beaver Management** \$ 650.00

• **106060.2600 Public Education** \$ 650.00

To provide travel and meals for students attending NCSU Conservation Workshop

Health Department

• **105830.1400 Travel.....** \$1000.00

• **105830.2600 Advertising** \$1000.00

Transferring funds from Advertising to Travel for employee to register and attend the NCPHA Fall Conference in Wilmington, NC. Budget is not increased. No local appropriations required.

Commissioner Swindell moved to approve the Hyde SWCD and Health Department budget transfers as presented. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh and Mathews; Nays – None; Absent or not voting – Simmons and Swindell.

MANAGEMENT REPORTS:

Commissioners and the county manager shared with the public their various activities and ideas for continuous improvement of government services in Hyde County.

Randal Mathews – asks that the ABC Board’s request for a raise be put on the next agenda. The Fireman’s Ball and Ocracoke Festival were a great success. Mr. Mathews cooked hotdogs for the PTA School Field Day.

Shannon Swindell – Worked on budget. Encourage young people to attend available camps.

Benjamin Simmons – echoed Mr. Mathews request to give the ABC Board members a raise. Continued discussion on drainage/flood control matters. Discussed Ocracoke vacation.

Goldie Topping – attended

Earl Pugh, Jr. – attended Trillium meeting, reported on salt water intrusion discussion and attended a Wanchese meeting with Congressman Murphy about stabilizing Oregon Inlet.

Kris Cahoon Noble – Information lists: BCCC classes at Hyde Davis Center, Cooperative Extension programs are available this summer, and a letter about urgent repair funding received in Hyde County. Calendar items: June 27th at 6:00p.m. a meeting to vote on the budget and the audit will be presented. June 14 - County Assembly Day in Raleigh.

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

CLOSED SESSION: (none)

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

The meeting adjourned at 7:27p.m.

Respectfully submitted:

Minutes approved on the 27th day of June 2022.

Attest: _____
Donnie Shumate, Deputy Clerk,
Hyde County Board of Commissioners

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

Attachments

Exhibit A: *“Resolution of The Hyde County Board of Commissioners To Set Hyde County’s Revaluation Date as January 1, 2024”*

Exhibit B: *“Ocracoke Remote Universal Communication System Project Fund Project Budget Ordinance – June 6, 2022”*

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 27, 2022
Presenter: Citizens
Attachment: No

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: June 27, 2022
Presenter: Kris Cahoon Noble, Hyde County Manager
Attachment: Yes - Budget Ordinance

ITEM TITLE: Hyde County FY 2022-2023 Budget Ordinance

SUMMARY: After conducting public hearing and receiving citizen's questions and comments on the budget, County Manager Kris Noble at this time will present the Hyde County FY 2022-2023 Budget Ordinance and Tax Rate for adoption.

RECOMMEND: APPROVE

MOTION MADE BY: ___ PUGH
___ SIMMONS
___ MATHEWS
___ SWINDELL
___ TOPPING

MOTION SECONDED BY: ___ PUGH
___ SIMMONS
___ MATHEWS
___ SWINDELL
___ TOPPING

VOTE: ___ PUGH
___ SIMMONS
___ MATHEWS
___ SWINDELL
___ TOPPING

Ordinance No. 2022-07-01
AN ORDINANCE OF THE BOARD OF COUNTY
COMMISSIONERS OF HYDE COUNTY, NORTH CAROLINA,
RELATING TO THE FY2022-2023 BUDGET

Be It Ordained By the Board of Commissioners of Hyde County, North Carolina:

ARTICLE I. BUDGET RESOLUTION

This Ordinance hereby incorporates by reference in its entirety Resolution titled “A Resolution of the Board of Commissioners of Hyde County, North Carolina Establishing a Budget for the County of Hyde for FY2022-2023”, adopted by the Board of Commissioners on June 27, 2022, and all language in said Resolution is incorporated into this Ordinance as if it were included within the body of this Ordinance. Said Resolution may hereafter be referred to as the “Budget Resolution”.

ARTICLE II. GENERAL FUND

SECTION 1 – Appropriations: For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the General Fund for the operation of county government and its activities for the fiscal year beginning July 1, 2022 and ending June 30, 2023 in accordance with the Budget Resolution and the chart of accounts heretofore established for this county:

General Government:

Governing Board.....	\$ 27,177.00
Administration.....	937,492.62
HRA.....	75,000.00
IT.....	110,766.68
Elections.....	108,867.07
Drainage.....	76,470.07
Finance.....	340,400.39
Tax Supervisor.....	327,887.66
Legal.....	54,500.00
Register of Deeds.....	215,345.31
Planner.....	65,103.30
Davis School Expenses.....	13,200.00
Public Building Maintenance.....	409,817.92
Court Facilities.....	10,000.00
Various Grants.....	80,000.00
Human Resources.....	45,479.57

Public Safety:

Sheriff.....	\$ 1,817,893.72
Jail.....	123,750.00

Alcoholic Rehabilitation.....	1,800.00
Emergency Management.....	225,637.40
Volunteer Fire Departments.....	186,000.00
State Forestry Program 35%.....	82,086.00
Inspections.....	163,793.03
Emergency Medical Services.....	2,151,543.60
Medical Examiner.....	5,000.00
Transportation:	
Airport.....	\$ 78,800.00
Elderly & Handicapped Transportation.....	98,990.00
Environmental Protection:	
Solid Waste.....	\$ 1,198,694.82
Soil Conservation Administration.....	166,837.14
Economic & Physical Development:	
Cooperative Extension.....	\$ 258,906.00
Juvenile Crime Prevention.....	63,852.00
Human Services:	
Health.....	\$ 265,903.91
Environmental Health.....	92,050.56
Food & Lodging.....	61,393.77
Family Planning - State.....	183,358.09
Maternal Health-State.....	51,850.38
Health Promotion – Risk Reduction.....	34,354.00
Immunization Action Plan.....	27,357.12
Child Health – State.....	128,740.50
Women, Infants & Children.....	18,324.91
Communicable Diseases.....	43,342.15
Public Management Entity.....	13,928.27
Breast & Cervical Cancer.....	21,189.85
Adult Health.....	208,519.48
Private Well Program.....	4,000.76
Bioterrorism Response Preparedness.....	47,476.70
Hyde Transit.....	11,000.00
Mental Health.....	10,915.00
Breastfeeding Peer Counselor.....	19,183.13
Dept of Justice.....	66,471.79
Mental Health and Substance Abuse.....	164,386.34
Telemedicine.....	153,989.83
Advancing Equity.....	28,080.00
COVID-19 Enhanced Detection.....	26,506.74
COVID-19 Vaccine.....	110,153.98

Social Services	
Administration.....	\$ 1,415,197.76
Title III.....	4,777.00
SAD-SAA.....	60,000.00
Medicaid.....	60,000.00
Public Service Assistance.....	367,237.00
CAPS Program.....	18,000.00
Day Care Support Services.....	30,205.03
Mattamuskeet Opportunities.....	214,810.79
Other Human Services	
Elderly Nutrition.....	\$ 39,223.00
Veteran Service Officer.....	10,806.28
Cultural Arts:	
Beaufort County Arts Council.....	\$ 1,000.00
BHM Regional Library.....	51,000.00
Education:	
Current Expense.....	\$ 1,300,000.00
Capital Outlay Sales Tax.....	348,547.80
QSCB Payment.....	207,626.15
Transfers to Other Funds:	117,988.10
Contingency.....	\$ -0-
TOTAL GENERAL FUND	\$ 15,559,987.48

SECTION 2 – Revenues: For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Ad Valorem Taxes.....	\$ 8,727,906.31
Sales Tax.....	1,623,038.00
Other Tax and License.....	227,484.00
Unrestricted Intergovernmental.....	130,000.00
Restricted – Other.....	1,022,808.42
Restricted – Social Services.....	1,477,036.75
Restricted – Health.....	1,443,354.00
Permits and Fees.....	166,500.00
Sales and Service.....	455,000.00
Investment Earnings	5,000.00
Miscellaneous.....	281,860.00

TOTAL GENERAL FUND REVENUE

\$ 15,559,987.48

ARTICLE III. HYDE COUNTY WATER/SEWER SYSTEM FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Hyde County Water System Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Expenditures..... \$1,989,150.00

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Hyde County Water System Fund for the fiscal year beginning July 1, 2021 and ending June 30, 2022:

Sale of Water.....	\$ 1,140,000.00
Connection Fees.....	1,000.00
Prison Water Charges.....	276,000.00
Prison Sewer Charges.....	285,000.00
Water Credit Card.....	260,000.00
Penalties & Interest.....	14,000.00
Meter Installation.....	10,000.00
Miscellaneous.....	2,000.00
Interest Earned.....	1,150.00
	\$1,989,150.00

ARTICLE IV. OCRACOCKE MOSQUITO TAX FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Ocracoke Mosquito Tax Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Expenditures..... \$ 96,766.00

For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Ocracoke Mosquito Tax Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Prior Tax.....	\$ 2,000.00
DMV Prior.....	50.00
Current Tax.....	93,716.00

DMV Current.....	<u>1,000.00</u>
	\$ 96,766.00

ARTICLE V. FINES AND FORFEITURES

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Fines and Forfeitures Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Court.....	\$ 56,500.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Fine and Forfeitures Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Court.....	\$ 56,500.00
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ARTICLE VI. CAPITAL RESERVE FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Transfers	\$ 5,000.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Capital Reserve Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Interest on Investment.....	\$ 5,000.00
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ARTICLE VII. WEST/QUARTER FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the West/Quarter Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Expenditures.....	\$ 25,290.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the West/Quarter Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Prior Taxes.....	\$ 140.00
Current Taxes.....	25,000.00
Interest Earned.....	<u>150.00</u>
	\$ 25,290.00

ARTICLE VIII. REVALUATION

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Revaluation Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Expenditures.....	\$ 60,500.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Revaluation Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Appropriated from General Fund.....	\$ 60,000.00
Interest on Investment.....	<u>500.00</u>
	\$ 60,500.00

ARTICLE IX. 4-H FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the 4-H Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Expenditures.....	\$ 22,780.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the 4-H Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Fees Collected.....	\$ 22,780.00
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ARTICLE X. OCRACOCKE OCCUPANCY TAX FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Ocracoke Occupancy Tax Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Expenditures.....	\$ 1,262,645.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Ocracoke Occupancy Tax Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Occupancy Tax – Ocracoke.....	\$ 1,258,645.00
Interest Earned.....	<u>4,000.00</u>
	\$ 1,262,645.00

ARTICLE XI. MAINLAND OCCUPANCY TAX FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Mainland Occupancy Tax Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Expenditures.....	\$ 11,500.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, the following revenues are hereby appropriated in the Mainland Occupancy Tax Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Occupancy Tax Mainland.....	\$ 11,500.00
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ARTICLE XII. AIRPORT IMPROVEMENT FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Airport Improvement Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Expenditures	\$ 160,000.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Airport Improvement Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Grant	\$ 144,000.00
Appropriation from General Fund	<u>16,000.00</u>
	160,000.00

ARTICLE XIII. SWAN QUARTER DIKE FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Swan Quarter Dike Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Expenditures	\$ 22,250.00
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Swan Quarter Dike Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Current Taxes	\$ 22,250.00
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ARTICLE XIV. SENIOR CENTER FUND

For purposes of summary only as the actual figures are contained in the Budget Resolution, the following amounts are hereby appropriated in the Senior Center Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Expenditures	\$ 133,278.10
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For purposes of summary only as the actual figures are contained in the Budget Resolution, it is estimated that the following revenues will be available in the Senior Center Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Albemarle Commission.....	\$ 9,000.00
Bldg Rent – Senior Center.....	200.00
SHIP.....	300.00
Appropriation from General Fund	117,978.10
Grants.....	5,000.00
Fund Raisers.....	<u>800.00</u>
	\$ 133,278.10

ARTICLE XV. SCHOOL APPROPRIATIONS

SECTION 1 – The appropriations to the Board of Education, first, shall be made from any such funds which are dedicated to the use of the schools, and secondly, shall be made from the general county fund revenues to the extent necessary to meet the approved appropriation.

SECTION 2 – For purposes of summary only as the actual figures are contained in the Budget Resolution, the total appropriation for Current Expense from the General Fund is \$1,300,000.00

SECTION 3 – Except as otherwise provided in this Budget Ordinance or the Budget Resolution, this Budget Ordinance hereby incorporates by reference in its entirety the “PROPOSED BUDGET OF THE HYDE COUNTY BOARD OF EDUCATION FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 and ENDING JUNE 30, 2023” as presented to the Board of Commissioners and all language in said Proposed Budget is incorporated into this Ordinance as if it were included within the body of this Ordinance. Said Proposed Budget may hereafter be referred to as the “School Budget”.

ARTICLE XVI. OTHER PROVISIONS

SECTION 1 – The Hyde County Manager in her capacity as Budget Officer is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- (a) She may transfer amounts between objects of expenditure within a department, except salary amounts, without limitations.
- (b) She may transfer amounts up to \$10,000 between departments of the same fund with an official report on such transfers at the next regular meeting of the Board of Commissioners.
- (c) She may not transfer any amounts between funds nor from any contingency appropriation within any fund.
- (d) She will assign legal costs to departments based upon the legal issue involved.

SECTION 2 - All legal outstanding encumbrances at June 30, 2021 are hereby carried forward and re-appropriated as an amendment to the budget for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

SECTION 3 - Upon acceptance the annual audit for the fiscal year 202122 by the County Commissioners so long as such acceptance prior to June 30, 2023, the County Manager shall direct that fifty percent (50%) of the total cash revenue received in the General Fund that is in excess of the total expenses and current liabilities (excluding debt with a maturity on or after July 1, 2021) be transferred from the Unappropriated Reserve in the General Fund to the Capital Reserve Fund. The County Manager shall give a report to the Commissioners of the amount transferred at the next Regular meeting of the Board following the date of such transfer.

ARTICLE XX. TAX LEVY

SECTION 1 – There is hereby levied at the rate of \$0.895 per One Hundred Dollar (\$100) valuation of property listed for taxes as of January 1, 2022, for the purpose of raising the revenue listed in the General Fund, Article II., Section 2, of this Ordinance. Ocracoke Mosquito Control Tax Rate is levied at the rate of \$0.02 per One Hundred Dollar (\$100) valuation of property listed.

SECTION 2 – The rate of tax as shown in Sections 1 above is based upon a total valuation of property for the purpose of taxation of \$910,053,915 and vehicles of \$57,300,212 and an estimated collection rate of 96.37% for real property and 100% for vehicles.

A public hearing on this Budget Ordinance was held on June 6, 2022.

This Budget Ordinance was adopted on the 27st day of June, 2022.

HYDE COUNTY BOARD OF COMMISSIONERS

Earl Pugh Jr., Chairman

ATTEST:

S E A L

Lois Stotesberry, Clerk to the Board

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 27, 2022
Presenter: County Manager Noble
Attachment: Yes - Contract

ITEM TITLE: Building Inspector Contract

SUMMARY: The attached contract renews the contract with Mr. John Contestable to continue to provide services as Hyde County Building Inspector for a term of one year. All other terms remain the same as the previous year's contract. The funding for this position is included in the FY 2022-2023 budget.

RECOMMEND: APPROVE CONTRACT

MOTION MADE BY: ___ PUGH	MOTION SECONDED BY: ___ PUGH	VOTE: ___ PUGH
___ SIMMONS	___ SIMMONS	___
SIMMONS		
___ PAHL	___ PAHL	___
PAHL		
___ SWINDELL	___ SWINDELL	___
SWINDELL		
___ TOPPING	___ TOPPING	___
TOPPING		

**NORTH CAROLINA
HYDE COUNTY**

BUILDING INSPECTOR SERVICES AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made and entered into as of the 1st day of July, 2022 (hereinafter "Effective Date") by and between **HYDE COUNTY**, a political subdivision of the State of North Carolina (hereinafter "County") and **JOHN CONTESTABLE**, a resident of Dare County, North Carolina (hereinafter "Contestable").

WITNESSETH

WHEREAS, County desires to contract with Contestable as an independent contractor, and Contestable desires to contract with County as an independent contractor, to provide County certain building inspector and building inspection services pursuant to the terms, conditions, and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the receipt and legal sufficiency of which are acknowledged by each party, County and Contestable do hereby contract and agree as follows.

1. **APPOINTMENT AS BUILDING INSPECTOR.** County hereby appoints Contestable as a building inspector with the duty of enforcing the building codes and related laws of the State of North Carolina and Hyde County. Contestable hereby accepts said appointment and, during the period of his appointment, will faithfully discharge the duties of that office.
2. **AREA OF SERVICE.** The areas in which Contestable shall serve shall be all of Hyde County, provided that County may hereafter obtain building inspection services from other providers; in which case, Contestable shall be promptly notified and the area in which his services are to be provided may be adjusted as set forth in that notice. Contestable shall cooperate fully with any building inspector appointed by County.
3. **SUPERVISION.** In the performance of his services under this Agreement, Contestable shall not be under the supervision of any County employee and shall carry out his duties as building inspector in accordance with all applicable federal, state and local laws, ordinances, rules, and regulations, including but not limited to the North Carolina Building Codes and Hyde County Code. Contestable shall be an independent contractor; however, in the fulfillment of his contractual responsibilities, he shall confer with the County Manager as requested by the County Manager. Contestable shall provide written monthly reports to the County Manager on all significant activities undertaken by him pursuant to this Agreement.
4. **REQUESTS FOR SERVICE.** Requests to Contestable for building inspection services under this Agreement shall normally be delivered to Contestable by the County Manager or her designee(s). However Contestable shall accept requests for services hereunder from any employee of the County acting in their professional capacity. Contestable may be asked by officers of the Hyde County Sheriff's Department to perform building inspection services in conjunction with law enforcement activities and under the direction of such officers. In such instances, Contestable shall not hold himself out as a law enforcement officer and may decline to participate with the Department if, in his sole judgment, he determines that his participation would unduly endanger him.

5. **CERTIFICATIONS.** Contestable shall maintain all necessary State and any other applicable certifications from the North Carolina Code Officials Qualifications Board, or its equivalent or successor, ("Board") that are required to provide the building inspection services contemplated hereunder, whether those certifications may be required at the time of this Agreement or required at a later time during the term of this Agreement. Contestable shall maintain, at a minimum, a valid level 2 (two) North Carolina certification provided by the Board in the following trades: Building, Electrical, Fire, Mechanical, and Plumbing. In the event Contestable fails to maintain the required certifications, County may terminate this Agreement by notice to Contestable.

6. **PAYMENT.** Contestable shall be paid \$53.00 for each full hour of service as approved by the County Manager or her designee(s). No later than the 20th (twentieth) of each month, Contestable shall submit a written invoice to the County Manager or her designee(s) showing the hours worked, the inspections performed during those hours worked, and the mileage reimbursement requested under Section 7. If the invoice is not received by the 23rd (twenty-third) of the month, then payment may be withheld until the following month. As more specifically provided for hereinafter, Contestable shall be responsible for any and all taxes that result from any payment hereunder.

7. **REIMBURSEMENTS.** County will reimburse Contestable for certain necessary expenses incurred by Contestable in the performance of this Agreement as follows.

a. **Vehicle:** When Contestable is performing building inspection services for County, Contestable will provide his own vehicle and will be reimbursed the Standard IRS reimbursement rate, which is presently \$0.____ (____ cents) per mile, for use of a vehicle furnished, maintained, insured, and outfitted by Contestable. The mileage reimbursement rate shall be adjusted during the term of this Agreement to reflect adjustments in the Standard IRS reimbursement rate. Contestable shall be reimbursed mileage to and from his residence when he performs building inspection services under this Agreement to compensate him for commute expenses.

b. **Equipment:** All other equipment required for the performance of his services as building inspector shall be furnished, maintained and insured by Contestable.

8. **INDEPENDENT CONTRACTOR.** County and Contestable agree that Contestable is an independent contractor and shall not, unless specifically authorized, represent himself as an employee or agent of the County for any purpose in the performance of Contestable's services under this Agreement. Accordingly, Contestable shall be responsible for payment of all federal, state, and local taxes arising out of Contestable's services performed in accordance with this Agreement. For the purposes of this Agreement, such taxes shall include, but not be limited to, federal and state income, social security, and unemployment insurance taxes. Contestable, as an independent contractor, shall perform the services hereunder in a professional manner and in accordance with any applicable standards for such services.

9. **INDEMNIFICATION.** To the fullest extent permitted by law and any applicable regulations, Contestable shall indemnify and hold harmless County and its officials, agents, and employees from and against any and all direct, indirect, or consequential claims, damages, losses and expenses (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or mediation) arising out of or resulting from Contestable's performance of this Agreement or the services of Contestable under this Agreement. This indemnification provision shall survive the termination of this Agreement.

10. **UNIFORM.** Contestable shall provide his own clothing, including footwear and other attire, and such shall be clean and of a nature so as to maintain a professional appearance and cause respect from the public.

11. **CELLULAR PHONE.** Contestable shall provide and maintain a cellular phone for his use in connection with providing building inspection services and he shall be available to the County Manager and her designee(s), including contractors and County employees, via this cellular phone in the performance of his services. Such phone shall be of a type, style, service, and condition as determined by Contestable.

12. **TERM.** This Agreement shall commence on the Effective Date and shall continue in effect through June 30, 2023 unless terminated upon notice from County to Contestable that Contestable's services are no longer required by County.

13. **NOTICE.** All notices required by this Agreement shall be in writing and shall be given by personal delivery or by first class mail as follows:

To County:

Kris Cahoon Noble
County Manager, Hyde County
PO Box 188, Swan Quarter, NC 27885
252-926-4178

To Contestable:

John Contestable
PO Box 88
Salvo, NC 27972
252-564-4340

14. **ASSIGNMENT.** This Agreement may not be assigned by Contestable to any other person or entity without the express written permission of County.

15. **MODIFICATION.** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

16. **PARTIAL INVALIDITY.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

17. **SITUS.** All matters affecting the interpretation of this Agreement and the rights of the parties hereto under this Agreement shall be governed and controlled by the laws of North Carolina. The venue for any legal action taken under this Agreement shall be in the courts of Hyde County.

18. **BINDING EFFECT.** Every provision of this Agreement shall be binding upon each of the parties and their respective heirs, executors, administrators, and successors.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, County has caused this Agreement to be executed in duplicate originals pursuant to authorization duly given by its Board of Commissioners and Contestable has hereunto set his hand, one of which is retained by each of the parties, as of the day and year first above written.

ATTEST: _____
John Contestable

COUNTY OF HYDE

Donnie Shumate, Deputy Clerk to the Board

Kris Cahoon Noble, County Manager

I, _____, a Notary Public in and for the state and county aforesaid, certify that Kris Cahoon Noble personally appeared before me this day and voluntarily acknowledged that she is County Manager of Hyde County and that by authority duly given and as the act of the County the foregoing instrument was signed in its name by herself as County Manager, sealed with its corporate seal, and attested by the Clerk to the Board of Commissioners. The undersigned Notary Public has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
_____ COUNTY

I, _____, a Notary Public in and for the State and county aforesaid, certify that John Contestable personally appeared before me, and he voluntarily acknowledged the due execution of the foregoing instrument for the purposes therein expressed. The undersigned Notary Public has personal knowledge of the identity of the principal or satisfactory evidence of the principal's identity.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2022.

Notary Public

My Commission Expires: _____

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

Finance Officer-County of Hyde

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 27, 2022
Presenter: Manager, Kris Cahoon Noble
Attachment: Yes - Contract

ITEM TITLE: Hyde Davis Center Lawn Maintenance and Cleaning Contract

SUMMARY: Attached please find a renewal of the existing contract with Michael Adams and Hyde County to provide lawn maintenance and cleaning to the Hyde Davis Center located in Engelhard. This renewed contract covers services during the fiscal year 2022-2023.

RECOMMEND: APPROVE CONTRACT RENEWAL

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

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

VOTE: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ TOPPING

Hyde Davis Center Lawn Maintenance & Cleaning Contract

This agreement for lawn maintenance & cleaning services between **The County of Hyde** (hereafter referred to as "Client") and **Michael Adams** (hereafter referred to as "Contractor") is made and entered into upon the following date: **06/27/2022.**

The lawn and property stated in this agreement is found at the following address:

33460 US 264, Engelhard, North Carolina, 27885, known as the "Hyde Davis Center"

The Client would like to have the above mentioned lawn and property maintained and cleaned on a regular basis. The Client and Contractor hereby agree to the following terms:

1. The Client will grant the Contractor access to the lawn & property during regular business hours Monday — Friday (8:00am — 5:00pm) EST and additional mutually agreed upon times.
2. Grass is to be mowed at a 1 3/4" to 2" cutting height. Grass is to be mowed to avoid grass clippings on sidewalks and or driveways. If this cannot be done, grass clippings shall be cleared from said area(s).
3. Contractor will provide all equipment and supplies that are necessary to perform normal maintenance services on the above mentioned yard.
4. Cleaning supplies will be provided by the Client. Services to be performed by Contractor include the following: vacuuming of carpets, dusting and polishing of furniture, cleaning of wood floors, kitchen appliances, toilets, sinks and all sink fixtures; in addition removal of trash from the interior trash containers and brought to the outdoor dumpster.
5. Client will pay Contractor **\$2,000.00** on an annual basis for lawn maintenance and **\$2,580.00** annually for cleaning based on 5 hours a week, for a total annual price of **\$4,580.00**. This contract shall commence on **July 1, 2022** and expire on **June 30, 2023**. Invoices are to be submitted by the 15th of each month to the Planning office. Contractor is to include a record of the mowing schedule when the invoice is presented for payment. Approved invoices will be paid within thirty days of the invoice date. Monthly payments for mowing will commence beginning July 31 and will be paid according to the following schedule:
 - Payment for cleaning will be monthly at a rate of \$381.67 beginning July 31, 2022 for a total of \$4,580.00 annually, ending June 30, 2023.
6. Client will pay Contractor for additional maintenance or repair that may become required for the lawn to sustain an acceptable appearance. The Contractor shall bill the Client for the cost of work that is needed that is above and beyond what is considered reasonable and customary for normal maintenance of the lawn. This additional "above and beyond" repair hereafter shall be referred to as "ad hoc work".
7. If during the course of cleaning, it is discovered that plumbing is not in working order, Contractor shall notify the Client immediately.

8. Ad hoc work that has a cost that is less than or equal to \$50 shall be performed by the Contractor without the Client's consent. However, work that is to be estimated greater than \$50 the Contractor must receive authorization by the Client before the additional maintenance is provided.
9. "Regular lawn maintenance" will include the following: removal of debris from the yard, mowing of the lawn and trimming of trees and shrubs and any other plants that are in need of pruning, inspection of plants and soil for insects, also the extermination of any insects or rodents that are discovered during normal maintenance activities. Client will provide pest supplies to include insect sprays and rodent traps. If an infestation occurs that requires professional extermination, Contractor is to notify Client immediately.
10. Contractor will begin performing regular lawn maintenance and cleaning services on the following date: 07/01/2022. Thereafter, regular lawn maintenance and cleaning services will be performed on a mutually agreed upon schedule.
11. Either party may terminate this contract at any time by supplying a written notice of termination on a specified date to the other party, with at least two weeks' notice prior to the stated date of termination. Hyde County will have the option of canceling this contract in the event of unacceptable work performance.

If there is any litigation needed between the Client and Contractor it shall be filed and tried in the Contractor's local jurisdiction.

In agreement to the above mentioned terms the Client and Contractor sign below:

Applicable Law

This contract shall be governed by the laws of the State of North Carolina in Hyde County and any applicable Federal Law.

The County of Hyde (Client) Date: _____

Michael Adams (Contractor) Date: _____

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 27, 2022
Presenter: Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: Consultant Contract - Special Projects Coordinator

SUMMARY: Attached is a contract for consultant services for Bill Rich, Hyde County Special Projects Manager. The contract amount is for \$25,000 a year paid monthly and the duties are as follows:

1. Manage the Revolving Loan Fund as it relates to new loans, collections, and raising additional funds.
2. Represent the county by leading the Mattamuskeet Restoration project activities.
3. Continue to be a liaison between Hyde County and the NC DOT as well as Ferry Division as it relates to vehicle ferries, passenger ferries and Ocracoke trams including being an active member of the Albemarle Regional Planning Organization.
4. Continue representing Hyde County on the Beaufort Hyde Community Foundation, the Partnership for the Sounds, and the UNC School of Government Boards.
5. Continue to work with East Carolina University through the RISE 29 program serving as a liaison and contact.
6. Assist the County Manager and other staff with the planning and implementation of grant related and other projects including but not limited to the Ocracoke EMS station construction.

RECOMMEND: APPROVE CONTRACT

Motion Made By: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ Tom Pahl

Motion Seconded By: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ Tom Pahl

Vote: ___ Earl Pugh, Jr.
___ Barry Swindell
___ Dick Tunnell
___ Ben Simmons
___ Tom Pahl

STATE OF NORTH CAROLINA
COUNTY OF HYDE

)
)

CONSULTANT CONTRACT AGREEMENT

THIS CONSULTANT CONTRACT AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the 1st day of July 2022, by and between the **COUNTY OF HYDE** (hereinafter referred to as "County"), a body politic and corporate under the laws of the State of North Carolina, as party of the first part and **WILLIAM D. RICH** (hereinafter referred to as "Consultant") as party of the second part, both of whom understand and agree as follows.

WITNESSETH

WHEREAS, County and Consultant wish to enter into this Agreement to ensure the continuity of the professional administration of County affairs.

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

WHEREAS, it is the desire of the Hyde County Board of Commissioners (hereinafter referred to as "Board") to secure and retain the services of Consultant.

WHEREAS, Consultant desires to provide certain services as an independent contractor for the County pursuant to the terms, conditions and provisions of this Agreement.

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

SECTION 1 - SERVICES, ACTIVITIES, AND DUTIES

County hereby contracts with Consultant to perform those certain services, activities, and duties described on Exhibit A attached hereto and incorporated herein by reference.

SECTION 2 - TERM

A. The term of this Agreement shall begin on July 1, 2022 and shall terminate on June 30, 2023 unless this Agreement is earlier terminated as hereinafter provided.

B. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to terminate this Agreement at any time.

C. Notwithstanding anything herein to the contrary, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Consultant to terminate this Agreement at any time upon ninety (90) days written notice.

SECTION 3 - TERMINATION

This Agreement may be terminated by County for either of the following without notice.

A. Any misconduct of Consultant involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of traffic laws, whether or not related to Consultant's official duties hereunder.

B. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Consultant of public or other funds or other property, real, personal or mixed, owned by or entrusted to County, any agency or corporation thereof, or Consultant in his official capacity.

SECTION 4 - PAYMENT

County shall pay Consultant for his services rendered pursuant hereto \$2,083.33 per month, payable at the same time as employees of County.

SECTION 5 - HOURS OF WORK

It is recognized by both County and Consultant that Consultant will devote most of his working time outside the County office, from his home or on the road. This Agreement is not based on time, but performance.

SECTION 6 - AUTOMOBILE

County recognizes that Consultant will travel often on behalf of County and will be using his personal vehicle. County agrees to reimburse Consultant at the current IRS rate for any mileage Consultant incurs when using his personal vehicle while conducting County related business.

SECTION 7 - CELLULAR PHONE

County agrees to pay \$100.00/month to offset Consultant's personally owned cellular phone and data capabilities bill.

SECTION 8 - DUES, SUBSCRIPTIONS AND MEETINGS

Subject to the specific limitations and requirements hereinafter, County agrees to pay for the professional dues, subscriptions, and meetings of Consultant necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the County. In this regard, Consultant shall submit a request for a budgeted amount for all such items described above for advance approval and not exceed any such approved budgeted amount without additional approval from County. County must specifically approve, in advance, all such expenses associated with out of state travel.

County recognizes the desirability of representation in and before local clubs as well as civic organizations and Consultant is authorized to become a member of such clubs and organizations for which County shall pay all expenses. Consultant shall seek approval to join, or continue membership in, a club or organization from the Board before seeking reimbursement of membership expenses.

SECTION 9 - INDEPENDENT CONTRACTOR

County and Consultant agree that Consultant is an independent contractor and shall not represent himself as an employee of County, or as an agent of County unless specifically authorized, for any purpose in the performance of Consultant's services, activities, and duties under this Agreement. Accordingly, Consultant shall be responsible for the payment of all federal, state and local taxes arising out of Consultant's activities in accordance with this Agreement. For the purposes of this Agreement, such taxes shall include, but not be limited to, federal and state income, social security, and unemployment insurance taxes. Consultant, as an independent

contractor, shall perform the services, activities, and duties hereunder in a professional manner and in accordance with any applicable standards for such services, activities, and duties.

SECTION 10 - INDEMNIFICATION

To the fullest extent permitted by law and any applicable regulations, Consultant shall indemnify and hold harmless County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and costs related to court action or mediation) arising out of or resulting from Consultant's performance of this Agreement or the actions of Consultant under this Agreement. This indemnification provision shall survive the termination of this Agreement.

SECTION 11 - BONDING

County shall bear the full cost of any fidelity or other bonds required of Consultant under any law or ordinance as it may relate to the services, activities, or duties required of Consultant under the terms of this Agreement.

SECTION 12 - OTHER TERMS AND CONDITIONS

County recognizes Consultant will incur certain expenses of a non-personal nature that are associated with the services, activities, and duties required of Consultant hereunder and hereby agrees to reimburse Consultant for such expenses upon submission of an expense voucher, receipt, or statement submitted to and approved by the Finance Department.

SECTION 13 - GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall become effective commencing July 1, 2022.
- C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- D. By virtue of his signature below, Consultant consents to County releasing copies of this Agreement upon request.
- E. The provisions of this Agreement as set out on these five (5) pages along with any attachments represent the entirety of the understandings and commitments between the parties hereto.

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

PRE-AUDIT CERTIFICATE

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

Corrine Gibbs, Finance Officer
County of Hyde

Date

COUNTY:

BY: _____
Earl Pugh, Chairman
Hyde County Board of County Commissioners

CONSULTANT:

William D. Rich

Witnessed or Attested By:

Donnie Shumate,
Deputy Clerk to the Board of Commissioners

Date

EXHIBIT "A"

SERVICES, ACTIVITIES, AND DUTIES

1. Manage the Revolving Loan Fund as it relates to new loans, collections, and raising additional funds.
2. Represent the county by leading the Mattamuskeet Restoration project activities.
3. Continue to be a liaison between Hyde County and the NC DOT as well as Ferry Division as it relates to vehicle ferries, passenger ferries and Ocracoke trams including being an active member of the Albemarle Regional Planning Organization.
4. Continue representing Hyde County on the Beaufort Hyde Community Foundation, the Partnership for the Sounds, and the UNC School of Government Boards.
5. Continue to work with East Carolina University through the RISE 29 program serving as a liaison and contact.
6. Assist the County Manager and other staff with the planning and implementation of grant related and other projects including but not limited to the Ocracoke EMS station construction.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 27, 2022
Presenter: Manager Kris Cahoon Noble
Attachment: Yes - Lease

ITEM TITLE: Beaufort Hyde Partnership for Children - Davis Building

SUMMARY: The attached renews the lease for Beaufort Hyde Partnership for the Children in the Davis Building for an additional year. All terms and language are the same except the date changes.

RECOMMEND: REVIEW AND APPROVE

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

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

VOTE: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ TOPPING

**STATE OF NORTH CAROLINA
COUNTY OF HYDE**

LEASE

THIS LEASE is made and entered into as of the 1st day of July, 2022, by and between the **COUNTY OF HYDE**, North Carolina, a body politic and corporate existing under North Carolina law, ("**LESSOR**") and **BEAUFORT HYDE PARTNERSHIP FOR CHILDREN**, ("**LESSEE**").

WITNESSETH

Subject to the provisions of Chapter 160A, Section 272, of the General Statutes of North Carolina and 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" at the former Davis Elementary School at 33460 US 264, Engelhard, North Carolina. The portion is more specifically identified as Room Number 2 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.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS.

This Lease shall begin as of the 1st day of July, 2022 and shall exist and continue until and including the 30th day of June, 2023. 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 Hyde Partnership for the Children
Jessica Burnham
979 Washington Square Mall
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.

"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 Hyde Partnership for the Children has caused this Lease to be signed in its name by its duly authorized board president as of the day and year first above written.

LESSEE:

Beaufort Hyde Partnership for the Children
a North Carolina corporation and State
Agency

By: _____

Name: James McIntyre

Title: Board President

LESSOR:

County of Hyde, North Carolina

By: _____

Name: Kris Cahoon Noble

Title: County Manager

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that Jessica Burnham personally appeared before me this day and being by me duly sworn, acknowledged that she is the Director of Beaufort Hyde Partnership for Children, a North Carolina Corporation and State Agency, 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 _____, _____.

Notary Public

My Commission Expires: _____

STATE OF _____

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 _____, _____.

Notary Public

My Commission Expires: _____

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 27, 2022
Presenter: Clint Berry, Utilities Director
Attachment: Yes

ITEM TITLE: Change to Rules and Regulations of Hyde County Water System

SUMMARY: The attached Rules and Regulations of the Hyde County Water System reflects a change to the rate schedule. This increase was discussed during the budget workshops held in May 2022.

RECOMMEND: ADOPT AMENDED RULES AND REGULATIONS OF THE HYDE COUNTY WATER SYSTEM.

MOTION MADE BY:	___ PUGH	MOTION SECONDED BY:	___ PUGH	VOTE:	___ PUGH
	___ SIMMONS		___ SIMMONS		___
SIMMONS					
	___ MATHEWS		___ MATHEWS		___
MATHEWS					
	___ SWINDELL		___ SWINDELL		___
SWINDELL					
	___ TOPPING		___ TOPPING		___
TOPPING					

NORTH CAROLINA INSTRUCTION 1933-A.1
Guide 3

Rules and Regulations
Of
Hyde County Water System

I. Classification of Service

All services are classified under three categories to include residential and churches, commercial, and institutional users.

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

II. Rate Schedule and Tap on Fees

A. Rate Schedule: Residential and Churches

- (1) First 2000 gallons @ \$34.00 minimum
- 2,000 - 10,000 gallons @ \$8.00/ 1,000
- 10,001 - 15,000 gallons @ \$9.00/ 1,000
- all over 15,000 @ \$10.00/ 1,000

(2) Trailer Courts and Multi-dwelling units served through one meter. "Trailer Court" shall mean any rental or sales of trailer spaces or trailer being used for any purpose. These installations shall be billed as per the County's regular published rates or \$26.00 per user, per month, whichever is greater.

B. Rate Schedule: Commercial

- (1) First 2000 gallons @ \$38.00 minimum
- 2001 - 15,000 @ \$9.00/ 1,000
- 15,001 - 30,000 @ \$10.00/ 1,000
- All over 30,000 @ \$11.00/ 1,000

C. (2a) Institutional Rate Water

- First 1,000,000 @ \$11,000.00 minimum
- All over 1,000,000 gal. @ \$13.00/ 1,000

(2b) Institutional Rate Sewer

- First 1,800,000 @ \$23,400.00 minimum
- All over 1,800,000 gal. @ \$9.00/ 1,000

Tap-on Fee:

Meter Size	Cost
3/4"	\$1,500.00
1"	Actual cost + \$1,200.00
2"	Actual cost + \$1,800.00

III. Application for Service

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

IV. Deposit

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

V. Initial or Minimum Charge

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

VI. County's Responsibility and Liability

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

- G. Under normal conditions, the consumer will be notified of any anticipated interruption of service.

VII. Consumer's Responsibility

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

VIII. Extensions to Mains and Services

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

IX. Access To Premises

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

X. Change of Occupancy

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

XI. Meter Reading Billing Collecting

- A. Bills for water will be figured in accordance with the County's published rate schedule then in effect and will be based on the amount consumed for the period covered by the meter readings, except where a consumer orders turn-off less than one month after turn-on, the minimum bill to such consumer for such period shall be equal to the minimum charge for one full month's service.
- B. Charge for service commences when meter is installed and connection is made, whether used or not. Thirty (30) days may be allowed for hooking on initial installation of the water system.
- B.1. After 60 days if minimum payment has not been made on meter not in use, the County has the authority to remove service from consumers property. Upon need a fee of \$150.00 will be charged to reconnect.
- C. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different consumers or for the same or different services.
- D. Bills are due when rendered and become delinquent fifteen (15) days thereafter whereupon a penalty of 10% will be added; and if not paid in twenty-five (25) days, service shall be discontinued by the County.
- E. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment.

XII. Suspension of Service

- A. When services are discontinued and all bills paid, the deposit will be refunded.
- B. Upon discontinuance of service for nonpayment of bills, the deposit will be applied by the County toward settlement of the account. Any balance will be refunded to the consumer; but if the deposit is not sufficient to cover

the bill, the County may proceed to collect the balance in the usual way provided by law for the collection of debts.

- C. Service discontinued for nonpayment of bills will be restored only after bills are paid in full, redeposit made and a service charge of \$75.00 paid for each meter reconnected.
- D. When services are discontinued at the request of property owner or tenant, a service charge of \$150.00 will be required before service can be continued.
- E. The County reserves the right to discontinue its service without notice for the following additional reasons:
 - 1. To prevent fraud or abuse
 - 2. Consumers willful disregard of the County's rules and Regulations
 - 3. Emergency repairs
 - 4. Insufficiency of supply due to circumstances beyond the County's control.
 - 5. Legal procedures
 - 6. Direction of public authorities
 - 7. Strike, riot, fire, flood, accident or any unavoidable cause.
- F. The County may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device.

XIII. Complaints-Adjustments

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

of this previous bill and/or from other proper data.

- E. If a customer has a water leak and can prove it to the Department by a repairs receipt or item that was leaking, a one time per calendar year adjustment of said bill will be made by the formula listed below: A leak can only be made to said bill if it is over 15,000 gallons per that billing cycle. Leak calculation formula = First 15,000 gallons is calculated at full rate and all over will be calculated at half price rate.

XIV. Abridgement or Modification of Rules

- A. No promise, agreement or representation of any employee of the County shall be binding upon the County except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the County.
- B. No modification of rates or any of the rules and regulations shall be made by any agent of the County.

XV. ADOPTION OF RULES

Until further order of the Board of Commissioners of this County, the Rules and regulations as the same are herein above set out are hereby adopted as of the date hereof to become effective on and after June 27,2022.

Done this the 27th. day of June,2022.

ATTEST:

_____ Clerk	By: _____ CHAIRMAN, HYDE COUNTY BOARD OF COMMISSIONERS
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Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 27, 2022
Presenter: Kris Cahoon Noble, Hyde County Manager
Attachment: Yes (distributed at meeting)

ITEM TITLE: BUDGET MATTERS

SUMMARY: Departmental FY Close-out budget revisions and amendments will be presented by the finance director for Board discussion and approval.

RECOMMEND: Discussion and approve budget revisions and amendments.

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

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

VOTE: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ TOPPING

MEETING DATE
06/27/2022

[illegible]

(FINANCE OFFICER)

MEETING DATE
06/27/2022

[illegible]

(SIGNATURE)

(CO MGR)

(BD CHAIR)

(CLERK)

APPROVAL DATE / /

ENTERED IN SYSTEM DATE /

(FINANCE OFFICER)

MEETING DATE
06/27/2022

"+" EXP BUDGET	"-" EXP BUDGET
"-" REV BUDGET	"+" REV BUDGET

[illegible]

REQUESTED BY _____ DATE ____/____/____
(SIGNATURE)

APPROVED BY _____

(CO MGR)	(BD CHAIR)	(CLERK)
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APPROVAL DATE / /

ENTERED IN SYSTEM _____	DATE ____ / ____ / ____
(FINANCE OFFICER)	

MEETING DATE
06/27/2022

[illegible]

(SIGNATURE)

(CO MGR)

(BD CHAIR)

(CLERK)

ENTERED IN SYSTEM _____ DATE _____ / _____ / _____

(FINANCE OFFICER)

MEETING DATE
06/27/2022

[illegible]

ENTERED IN SYSTEM _____		DATE ____/____/____	
(FINANCE OFFICER)			

MEETING DATE
06/27/2022

[illegible]

ENTERED IN SYSTEM _____		DATE ____/____/____	
(FINANCE OFFICER)			

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 27, 2022
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: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ TOPPING

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

VOTE: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
☐ SWINDELL
☐ TOPPING

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: June 27, 2022
Presenter: Citizens
Attachment: No

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.