

Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 3, 2025  
Presenter: Chairman  
Attachment: No

ITEM TITLE: OPENING

SUMMARY: Call to Order  
Prayer  
Pledge of Allegiance

Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 3, 2025  
Presenter: Chairman  
Attachment: Yes

ITEM TITLE: CONSIDERATION OF AGENDA

SUMMARY: Attached is the proposed Agenda for March 3, 2025.

RECOMMEND: Review, Amend and Approve.

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

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

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



## REGULAR MEETING - March 3, 2025, 6:00 P.M.

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

CALL TO ORDER

CONSIDERATION OF AGENDA

CONSIDERATION OF MINUTES

- February 3rd, 2025 Regular Meeting Minutes

### PRESENTATIONS

- 1) Rose Acre Farms Check Presentation ..... Nick Menzel  
Phyllis Ricadez  
Abraham Ricardez  
Rose Acre Farms
- 2) Legislative Update and 2025 Session Goals..... Senator Bob Steinburg  
WolfeStein Group LLC Consulting
- 3) Tax Collections..... Donnie Shumate
  - Report

### 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) Resolution Opposing the NC DMF Proposed Regulations ..... Kris Cahoon Noble
- 2) Resolution Supporting Update to Beach, Inlet Mgmt Plan.....Kris Cahoon Noble
- 3) Streamflow Rehabilitation Assistance Program PBO Amendment .....Kris Cahoon Noble
- 4) Amendment to the Budget Calendar.....Kris Cahoon Noble
- 5) Tax Office Peer Review .....Kris Cahoon Noble
- 6) Ocracoke Building Inspector Contract .....Kris Cahoon Noble
- 7) Secondary Legal Services Agreement DSS .....Kris Cahoon Noble
- 8) Landing Road Marsh Sill Agreement - Coastal Federation .....Kris Cahoon Noble

## BUDGET MATTERS

## MANAGEMENT REPORTS

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

## PUBLIC COMMENTS

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

## ADJOURN

## SUPPLEMENTAL INFORMATION

1. NC Catch Summit Announcement
2. Coastal Resources Advisory Council Appointments
3. NCLM Health Benefits Notice
4. Snowy Wagon Traveler's Thank You
5. Soil and Water Update
6. STEM EAST Smithsonian Event
7. Urgent Repair Update



Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 3, 2025  
Presenter: Clerk to the Board  
Attachment: Yes

ITEM TITLE: CONSIDERATION OF MINUTES

SUMMARY: Attached are the February 3rd, 2025 Regular Meeting Minutes.

RECOMMEND: Review, Amend, and Approve.

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

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

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

**REGULAR MEETING MINUTES**  
**HYDE COUNTY BOARD OF COMMISSIONERS**  
**Monday, February 3rd, 2025**

Following the opening prayer by Commissioner Midgette and pledge of allegiance, Chairman Mathews called the February 3rd, 2025 Regular Meeting of the Hyde County Board of Commissioners to order at 6:00 p.m., in the Hyde County Government Center Multi-Use Room and Ocracoke Community Center using electronic conferencing equipment. The meeting was live-streamed via Hyde County Facebook page.

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

Ocracoke Liaison Teresa Adams was present on Ocracoke.

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

**CONSIDERATION OF AGENDA:**

County Manager Kris Cahoon Noble reported that one item being added to the agenda for board approval was a redesign proposal for the Hyde County Revolving Loan Fund Program.

Vice Chairman Swindell moved to approve the Monday, February 3rd, 2025 Meeting Agenda as presented by Manager Noble. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Midgette, and Moore; Nays – None; Absent or not voting – None.

**CONSIDERATION OF MINUTES:**

Vice Chairman Swindell moved to approve the January 6th, 2025 Regular Meeting Minutes as presented by the Clerk. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Midgette, and Moore; Nays – None; Absent or not voting – None.

**PRESENTATIONS:**

**1) Mattamuskeet Rising and Distribution Request:**

Hyde County School Superintendent Dr. Melanie Shaver presented a \$295,981.48 distribution request for funding being used through the NBPSCF grant.

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

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

**2)Tax Collections Report:**

Tax Administrator Donnie Shumate presented the January 2025 tax report and reported that collections were down \$537,177 in current-year collections and up \$10,349 in prior-year collections. The current year-to-date collections are up \$1.6 million and the prior year-to-date is up \$187,000. Mr. Shumate reported that there are still payments being processed and 87.1% of taxes have been collected. There are \$1.5 million in taxes still outstanding but notices will be going out shortly.

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

**PUBLIC COMMENTS:**

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

**ITEMS OF CONSIDERATION:**

**1) Speckled Trout Resolution:**

Manager Noble reported that the North Carolina Marine Fisheries Commission (MFC) voted in late November 2024 to further restrict the harvest of North Carolina speckled trout. The MFC plans to make those restrictions effective at that February 2025 meeting after legislative review.

Hyde County fishermen and NC consumers of speckled trout will likely be affected. Commercial restrictions propose a new size limit of 14-22 inches (the old size limit was 14 inches); prohibited harvest during the weekends from Jan-Sept and prohibited harvest from Saturday through Monday from Oct-Dec (main harvest period). There were no prior daily harvest prohibitions. (Takes 3 days out of a 7-day week from fishermen during a time when wind conditions are highly variable); Daily harvest limit of 75 fish did not change. Recreational size limits proposed were 14-20 inches and one fish greater than 26 inches (old limit was 14 inches); 3 fish daily catch limit per person (old limit was 4 fish); captain and crew members of a charter fishing operation will not be allowed a catch limit on for hire trips.

Restrictions are projected to result in a 38.3% reduction in commercial harvest. Restrictions on the recreational fishery are expected to reduce harvest by 26.7%. NC recreational fishery harvest greatly exceeds commercial harvest and has done so since recreational harvest estimates began in 1981. Recreational fishermen take 75-90% of the total harvest of speckled trout in North Carolina. The highest commercial landings are around 695,000 lbs, while recreational landings peak at 3.7 million lbs.

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

**2) Urgent Repair Program 2024 Amended Assistance Policy:**

Hyde County LFNC Fellow, Alex Beddick reported that Hyde County was awarded \$58,181 by the North Carolina Housing Finance Agency for the Urgent Repair Program 2024 Cycle. An assistance policy was passed on August 6, 2024. An amended Assistance Policy is presented today, with the below changes being made in order to ensure all applicants have a fair chance to update and correct issues with their application before households are selected. These changes have already been approved by Donna Coleman, Hyde County’s Case Manager for URP Projects.

***“All applications received after December 20, 2024 will be placed on a waiting list and served on a first come, first to qualify, first served basis only if funds are available after serving eligible applicants from the initial cycle.”***

***“The households to be assisted will be selected by March 1, 2025.”***

***“Applicants not receiving notification by March 6, 2025, that they were chosen may contact Hannah Elkins, Grant Administrator, at (252) 926-4191 to confirm the disposition of the application.”***

***“Households selected from applications by March 1, 2025.”***

Vice Chairman Swindell motioned to approve the Urgent Repair Program 2024 Amended Assistance Policy. Commissioner Berry seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Midgette, and Moore; Nays – None; Absent or not voting – None.

**3) Hyde County Parks & Recreation - Youth Athletics Contract:**

Manager Noble presented an agreement that would allow Mr. Mike Blizzard to assist the Parks and Recreation Director with coordinating Hyde County Youth Athletics Recreation Basketball games and other activities including, but not limited to: scoreboard operations, facility management, gameday preparation, coordinating practice schedules, and roster management. The County will have to pay \$250.00 per month from January 2, 2025, to March 31, 2025, for a total of \$750.00 for the services.

Vice Chairman Swindell moved to approve the Hyde County Parks & Recreation - Youth Athletics Contract. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Midgette, and Moore; Nays – None; Absent or not voting – None.

**4) Audit Response Letter:**

Manager Noble reported that on January 6th, 2025, Tim Zing of Thompson, Price, Scott, Adams & Co. presented Hyde County’s FY 2023-2024 Audit. A requirement of the Local Government Commission is for Hyde County to supply a response to our findings. Manager Noble read Hyde County’s response to the findings of the FY 2023-2024 Audit.

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

**5) Hyde County Board of Commissioners - 2025 Budget Calendar:**

Manager Noble presented the 2025 Budget Calendar which outlines the proposed dates for the Hyde County budgeting process.

Commissioner Moore moved to approve the Hyde County Board of Commissioners - 2025 Budget Calendar presented. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Midgette, and Moore; Nays – None; Absent or not voting – None.

**6) 2024 Tax Lien Notice:**

Tax Administrator Donnie Shumate reported that NCGS 105-369 requires the Tax Administrator to “report to the governing body the total amount of unpaid taxes for the current fiscal year that are liens on real property” and that “upon receipt of the report, the governing body must order the tax collector to advertise the tax liens.”

After the board orders the tax liens to be advertised, the tax office will generate letters to all taxpayers who are delinquent on their 2024 tax bills informing them of the lien and pending advertisement. Thirty days after the letters are mailed, the liens will be advertised in at least one newspaper with general circulation in the County.

Vice Chairman Swindell moved to approve the 2024 Tax Lien Notice as presented. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Midgette, and Moore; Nays – None; Absent or not voting – None.

## **7) Hyde County Revolving Loan Proposal:**

Manager Noble reported that she has worked with Creative Economic Development Consulting, LLC on a revamping of the revolving loan fund (RLF). The program has enjoyed a lot of success and attracted additional funding. The fact that there has been only one default in the history of the program is a testament to the effectiveness of the program, sound management, and thoughtful leadership.

Creative developed a scope of work that includes gathering input from borrowers, potential borrowers (Hyde County businesses), the loan committee, and Hyde County staff who manage the program. They will apply best practices from other successful loan programs. The project will result in a set of recommendations to improve the loan application process, tracking and reporting, borrower communications, and communications with stakeholders.

Creative will also deliver a marketing package/promotional materials to raise awareness of the loan program among Hyde County businesses and potential funders.

Creative EDC has experience evaluating a wide range of economic development programs for effectiveness and efficiency. They have evaluated incentive programs, building and site grant programs, and other finance and grant programs. They also have experience engaging with business owners to find out the friction points in accessing economic development programs.

The RLF is one of Hyde County's primary economic developments. This work will elevate the RLF, making it more accessible, effective, and efficient to manage.

Vice Chairman Swindell moved to authorize the County Manager to engage with Creative with a contract not to exceed \$15,000 paid from the revolving loan fund as presented. Commissioner Midgette seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Midgette, and Moore; Nays – None; Absent or not voting – None.

## **BUDGET MATTERS:**

County Manager Kris Cahoon Noble presented the budget revisions for the Hyde County Board of Education; Legal Services; Administration; The Hyde County Sheriff's Office; Maintenance; and Emergency Services.

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

## **MANAGEMENT REPORTS:**

**Commissioner Jan Moore** reported that she recently attended both a DSS Board meeting and a Senior Tarheel meeting, where there were promising developments and exciting news to share. She also highlighted her participation in four community events, which she described as enjoyable and engaging. Additionally, Commissioner Moore attended the ribbon-cutting ceremony for the new Industrial Arts building at the Mattamuskeet School Campus. She emphasized that this facility provides a fantastic opportunity for students to explore potential career paths.

**Commissioner Thomas Midgette** shared that on January 20th, 2025, he attended the Hyde County NAACP's Annual Martin Luther King Jr. Day Breakfast, where Professor La'Meshia Whittington delivered a powerful presentation about communities rising to the challenge of self-reliance. Commissioner Midgette also had a productive discussion with Superintendent Shaver and Julio Morales of Hyde County Schools regarding local housing needs. Furthermore, he attended his first regional Trillium meeting and completed the UNC School of Government's Essentials of County Government Training, both of which he found to be excellent learning opportunities and valuable networking experiences. Commissioner Midgette also had the

pleasure of meeting Polly the mule and Mr. Bernie Harbert during their visit to Hyde County for the NC PBS show *The Mule Rider*, an experience he described as truly memorable.

**Vice Chairman Shannon Swindell** reported attending the Legislative Duck Hunt Banquet, which he found to be a fantastic event for building meaningful connections. He also expressed enthusiasm for the new Industrial Arts Center at the Mattamuskeet School Campus, praising the innovative and dedicated educators who make the program so special for students. Additionally, Vice Chairman Swindell noted the growing number of building projects in the county, which he believes is a sign that more people are recognizing the unique appeal of Hyde County.

**Commissioner Jeffrey Berry** echoed Vice Chairman Swindell’s sentiments about the ribbon-cutting ceremony for the new Industrial Arts Center, stressing that the center will be an invaluable resource for students in the future. Commissioner Berry also attended the Legislative Duck Hunt Banquet and agreed that it was a fantastic event. He further shared that his participation in the UNC School of Government’s Essentials of County Government Training was highly beneficial and successful.

**Chairman Randal Mathews** reported that the Legislative Duck Hunt was a success, with excellent duck hunting and a great time had by all. He also shared that ongoing conversations with the North Carolina Department of Transportation (NCDOT) have revealed that the infrastructure project rating system is currently hindering progress on improving Ocracoke's infrastructure. Additionally, Chairman Mathews enjoyed attending the STEM fair, which was both a fun and enriching experience for Ocracoke’s students and himself.

**County Manager Kris Cahoon Noble** provided updates on her ongoing efforts, including meetings with the Finance and Accounting Offices and the job advertisement for the DSS Director position, which is now out for review. Manager Noble also reported that while the EMS program is still in its early stages of development, significant progress is being made. She further shared that Rose Acre Farms has pledged a generous \$50,000 donation to Hyde County for EMS supplies, which will greatly assist in the program’s growth.

#### **PUBLIC COMMENT:**

Ms. Debbie Swick submitted an online comment requesting that the Hyde County Board of Commissioners consider creating and supporting an ordinance to ban the intentional release of helium balloons with a fine of \$250.00 per balloon.

Ms. Ellen Gaskill submitted an online comment requesting that the Board of Equalization and Review include citizen representatives.

Ms. Ellen Gaskill submitted an online comment asking if the Hyde County Board of Commissioners has considered joining the “ Our State Our Home” initiative which Dare and Carteret Counties are participating in.

Ms. Ellen Gaskill submitted an online comment reporting that Rudy and Pat Austin and Ellen Gaskill are not requesting a homestead exemption for residents on Ocracoke but are instead requesting a resolution from the Board to our State Representatives asking for an updated homestead exemption that would apply to all residents of North Carolina.

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

*Clerk’s Note: After reviewing Ms. Gaskill’s comment the Board voted to change January 6th Regular Meeting Minutes to reflect the requested change. From: Rudy Austin and Pat Gaskill of Ocracoke submitted a comment online, requesting a homestead exemption for residents on Ocracoke.*

*To: Rudy Austin and Pat Gaskill of Ocracoke submitted a comment online, requesting that we lobby our representatives to expand the homestead tax exemptions to all resident homeowners in NC.*

Vice Chairman Swindell moved to approve the January 6th Regular Meeting change as presented. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Mathews, Swindell, Berry, Midgett, and Moore; Nays – None; Absent or not voting – None.

**ADJOURN:**

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

The meeting adjourned at 7:23 p.m.

Respectfully submitted:

Minutes approved on the 3rd day of March 2025.

Attest:

\_\_\_\_\_  
Richard Mann  
Clerk, Hyde County Board of Commissioners

\_\_\_\_\_  
Randal Mathews  
Chairman, Hyde County Board of Commissioners

**Attachments**

Exhibit A: “*Speckled Trout Resolution*”

Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 5th, 2024  
Presenters: Nick Menzel  
Phyllis Ricadez  
Abraham Ricardez  
Rose Acre Farms

Attachment: No

ITEM TITLE: Check Presentation

SUMMARY: Rose Acre Farms representatives will present the Hyde County Board of Commissioners with a check in the amount of \$50,000.00 to use towards furthering EMS capabilities in Hyde County.

RECOMMEND: ACCEPT

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

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

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



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

Meeting Date: March 3, 2025  
Presenter: Kris Cahoon Noble  
Bob Steinburg  
Attachment: Yes - Legislative Goals Materials

ITEM TITLE: Legislative Update and 2025 Session Goals

SUMMARY: Discussion with legislative update for this General Assembly session and Hyde County's Legislative Goals.

RECOMMEND: PARTICIPATE IN DISCUSSION

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

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

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

# Hyde County

## 2025 LEGISLATIVE GOALS



### **MATTAMUSKEET LODGE**

Hyde County is making great progress in Phase I of this restoration and needs your support to get the final funding piece to open the doors of one of NC's most well known treasures.



### **COMMERCIAL FISHING**

The backbone of Hyde County's economy is Commercial fishing and we ask for this industry to be protected.



### **DRAINAGE INFRASTRUCTURE**

Investment in drainage and drainage infrastructure is critical for Hyde County. Grant funds and cost share programs enable the county and landowners to protect our valuable land, our agricultural community and our livelihoods.

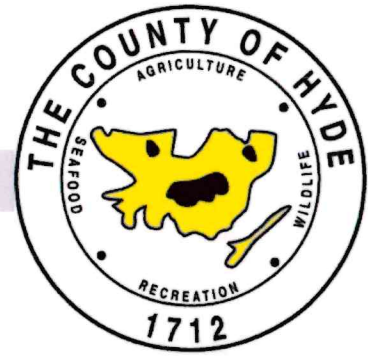
### **OCRACOKE ACCESS - DREDGING, FERRIES, HWY 12**

Ocracoke Island is the pearl of the Outer Banks and access to her by ferry and highway brings tax dollars to Hyde County and NC. Hyde needs assistance in stabilizing Hwy 12 and the north ferry terminal, funding for reliable ferry service.



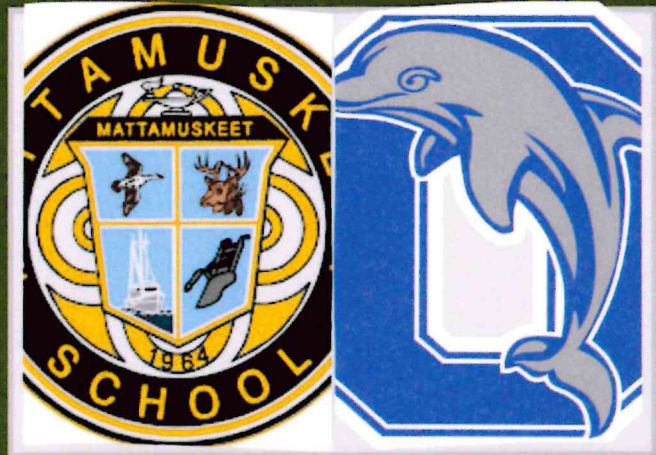
# Hyde County

## 2025 LEGISLATIVE GOALS



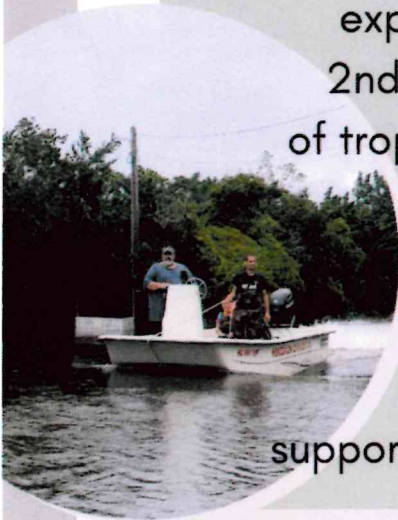
### HYDE COUNTY SCHOOLS

Hyde County receives the same amount of funding to run two campuses, Mattamuskeet and Ocracoke. Hyde County Schools needs special considerations to fund both campuses.



### STORM RECOVERY

Hyde County has experienced the 2nd highest level of tropical cyclones in America. Thank you for your continued support in this area.



### BOARD OF COMMISSIONERS

Randal Mathews, Chair  
(Ocracoke)

Shannon Swindell, Vice Chair  
(Currituck Township)

Jan Moore  
(Swan Quarter Township)

Thomas Midyette  
(Lake Landing Township)

Jeffrey Berry  
(Fairfield Township)

Hyde County Manager, Kris Cahoon Noble  
[knoble@hydecountync.gov](mailto:knoble@hydecountync.gov)  
Clerk to the Board, Richard Mann  
[rmann@hydecountync.gov](mailto:rmann@hydecountync.gov)



## **Hyde County Legislative Goals 2025**

### **Funding Requests:**

#### **Mattamuskeet Lodge**

1. Secure an additional \$10 million for the project.

#### **Public Safety**

1. \$750,000 for new EMS ambulances
2. \$300,000 for new Sheriff's Office vehicles
3. \$300,000 for new Emergency Management vehicles and equipment

### **Legislative Requests:**

#### **Ferry Division and Ocracoke Resiliency**

1. Fund the NCDOT Ferry Division with appropriate funding to support a robust operating schedule

#### **Emergency Management / Resilient Infrastructure**

1. Legislate resources for resiliency in coastal communities.
2. Establish a shared focus on active water management in Eastern North Carolina, particularly in Hyde County, related to permitting and public funding.
3. Pass legislation to protect public water supply wells and resources.
4. Fund pumping infrastructure to manage water in coastal areas.
5. Legislate cost-sharing for tide gates in coastal areas.

#### **Economic Goals**

1. Protect the commercial fishing industry and fishermen in the region. Provide more oversight of the NC Marine Fisheries Commission.
2. Provide additional funding to NC Department of Agriculture & Consumer Services to enhance the statewide marketing brand to better promote North Carolina seafood and

the commercial fishing industry.

3. Prevent using public funds for private property acquisition in small, rural counties for economic development without a clear development plan and funding.
4. Legislate to preserve farmland and limit solar/wind farm development on prime agricultural lands.

### **Education**

1. Address school funding for low-wealth, rural districts, and consider them as two districts for funding purposes.
2. Support the Small and Rural School District Stabilization Act.

### **Social Services**

1. Fund more comprehensive foster care services statewide.

### **Tax & Land Use**

1. Prevent using public funds to acquire private property in rural counties with high public land holdings, and prevent land transfers from private/trust funds to the state.
2. Oppose SB 607 Section 22 (tax lien postings on properties).
3. Support House Bill DRH40047-BAf-3.

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2025

**H.B. 59**  
**Feb 4, 2025**  
**HOUSE PRINCIPAL CLERK**

H

D

HOUSE BILL DRH40047-BAf-3

Short Title: Expand Elderly/Disabled Homestead Exclusion. (Public)

Sponsors: Representative Paré.

Referred to:

A BILL TO BE ENTITLED  
AN ACT TO EXPAND THE ELDERLY OR DISABLED PROPERTY TAX HOMESTEAD  
EXCLUSION.

The General Assembly of North Carolina enacts:

**SECTION 1.** G.S. 105-277.1 reads as rewritten:

**"§ 105-277.1. Elderly or disabled property tax homestead exclusion.**

(a) Exclusion. – A permanent residence owned and occupied by a qualifying owner is designated a special class of property under Article V, Sec. 2(2) of the North Carolina Constitution and is taxable in accordance with this section. The amount of the appraised value of the residence equal to the exclusion amount is excluded from taxation. The exclusion amount is the greater of ~~twenty-five~~ twenty-five thousand dollars (\$25,000) or fifty percent (50%) of the appraised value of the residence. An owner who receives an exclusion under this section may not receive other property tax relief.

A qualifying owner is an owner who meets all of the following requirements as of January 1 preceding the taxable year for which the benefit is claimed:

(1) Is at least 65 years of age or totally and permanently disabled.

(2) Has ~~an~~ one or more of the following:

a. An income for the preceding calendar year of not more than the income eligibility limit.

b. An income for the preceding calendar year of not more than eighty percent (80%) of the applicable area median income for a household of two persons in the county in which the property is located; provided, that the owner has owned and occupied the property as a permanent residence for the previous 15 consecutive years. For purposes of this sub-subdivision, "applicable area median income" is the most recent figure reported by the United States Department of Housing and Urban Development as of January 1 preceding the taxable year for which the benefit is claimed.

(3) Is a North Carolina resident.

...

(a2) Income Eligibility Limit. – For the taxable year beginning on July 1, ~~2008, 2026,~~ the income eligibility limit is ~~twenty-five thousand dollars (\$25,000).~~ forty-eight thousand dollars (\$48,000). For taxable years beginning on or after July 1, ~~2009, 2027,~~ the income eligibility limit is the amount for the preceding year, adjusted by the same percentage of this amount as the percentage of any cost-of-living adjustment made to the benefits under Titles II and XVI of the Social Security Act for the preceding calendar year, rounded to the nearest one hundred dollars



\* D R H 4 0 0 4 7 - B A F - 3 \*

1 (\$100.00). On or before July 1 of each year, the Department of Revenue must determine the  
2 income eligibility amount to be in effect for the taxable year beginning the following July 1 and  
3 must notify the assessor of each county of the amount to be in effect for that taxable year.

4 ...."

5 **SECTION 2.** This act is effective for taxable years beginning on or after July 1,  
6 2026.

Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 3, 2025  
Presenter: Donnie Shumate, Tax Administrator  
Attachment: Yes (handed out at meeting)

ITEM TITLE: February 2025 Tax Collections Report

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

RECOMMEND: ACCEPT REPORT

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

MOTION SECONDED BY: ☐ MATHEWS  
☐ SWINDELL  
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☐ BERRY

VOTE: ☐ MATHEWS  
☐ SWINDELL  
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☐ BERRY



Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 3, 2025  
Presenter: Citizens  
Attachment: Yes

ITEM TITLE: PUBLIC COMMENTS

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

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

Time for one person cannot be used by another person.

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

RECOMMEND: Receive comments.

# Hyde County Board of Commissioners Public Comment Form

Public comments can be made by submitting this form. You can also do so by sending an email to [dshumate@hydecountync.gov](mailto:dshumate@hydecountync.gov) or by leaving a voicemail at 252-926-5288. The comment will be played or read aloud during the normal public comment session in the meeting.

Public Comments are a time for the public to make comments to the County Commissioners. Comments should be kept to three minutes or less when read aloud or left as a voice mail. 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.

Enter your full name. \*

Ellen Gaskill

What township or city are you from? \*

Ocracoke

State \*

☒ North Carolina

☐ Other: \_\_\_\_\_

If your comment requires follow up, how would you like us to contact you? (if you do not require follow up you can leave this blank)

email

What is your comment? \*

While HB DRH40047-BAf-3 does raise the income eligibility requirement and is deserving of support, doing away with the income and age requirements would give a homestead exemption to folks trying to stay in family properties a chance to do that in the face of extreme property values. Consider asking the legislature through our elected representatives to update the Homestead exemption so that it would apply to all folks trying to maintain their family homes. Also consider asking our representatives to support legislation enacting an additional exemption for elderly/disabled residents.

This form was created inside of Hyde County.

Google Forms

# Hyde County Board of Commissioners

## AGENDA ITEM SUMMARY SHEET

Meeting Date: March 3, 2025  
Presenter: Kris Cahoon Noble  
Attachment: Yes - To be provided

ITEM TITLE: Resolution Opposing the NC DMF Proposed Regulations

SUMMARY: The North Carolina Division of Marine Fisheries has recent proposed regulation changes that will effect the the Speckled Trout, Flounder, Blue Crab and Oyster/Clam fisheries and will also negatively impact Hyde County and its economy. The County Manager will present a suite of resolutions to the Board of Commissioners along with information on upcoming Public Meetings where comment will be accepted.

RECOMMEND: RECEIVE REPORT AND APPROVE ASSOCIATED RESOLUTIONS

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

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

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

## NCFA WEEKLY UPDATE FOR

February 10, 2025

[www.ncfish.org](http://www.ncfish.org)

### Six Fisheries on the Chopping Block at Upcoming MFC Meeting

The North Carolina Marine Fisheries Commission (MFC) meets February 19th-21st to discuss and vote on cutting harvest, time closures, closing large areas, and even eliminating usable gears in six vital NC fisheries. Blue crab, false albacore, flounder, speckled trout, oysters, and clams. As there are so many issues being brought forward at this one meeting, I will try to give a quick overview of each species on the agenda and follow up with additional updates with more detailed information about each issue before the meeting.

#### **False Albacore**

The MFC will vote on final adoption of the False Albacore Management rule before being sent to the Rules Review Commission. This “rule” does nothing to conserve or sustain the false albacore fishery. The only thing this rule would accomplish is setting recreational trip limits to a range of zero to 10 fish per day and commercial trip limit range of 0-3500 pounds per day if we reach a combined overall harvest threshold.

With no regard to any of the traditional metrics used to determine the health of a fishery, abundance, recruits, fishing effort, etc. etc. Why would we subject ourselves to a wide range of allowable harvest limits without any of the necessary data? This “rule” is arbitrary at best.

#### **Southern Flounder**

The MFC will vote on approval of draft Amendment 4 for public and Advisory Committee (AC) review. Draft Amendment 4 is a small 33 page document with the sole intent of shifting the southern flounder allocation one year early to “allow for more recreational access”. As I stated two weeks ago, shifting this allocation will do nothing to help the southern flounder stock and will likely not even result in more recreational access. The only thing Amendment 4 would assure is another commercial reduction.

The NCFA official position on this issue is to decrease the overall reduction from the current 72% target reduction. A lower 52% reduction would still meet regulatory statute and allow for more access for both the recreational and commercial sectors.

#### **Speckled Trout**

The MFC will vote on final adoption of Amendment 1 to the Spotted Seatrout FMP. The preferred management measures include commercial and recreational slot limits and weekend closures plus Mondays October through December for commercial harvest. The recreational preferred management measures equate to a 26.7% harvest reduction while the commercial

reductions are a whopping 38.3% reduction. After the final vote the DMF and the MFC will implement these management strategies.

NCFA opposed throughout the process any management given the uncertainty and obvious abundance of speckled trout.

Now we also question the proposed slot limit which will create waste in a commercial fishery that produced very few discards. We also view the greater reduction being placed on the commercial sector as unnecessary.

### **Wild Oyster Harvest**

The MFC will review public comment and AC recommendations on Amendment 5 to the Eastern Oyster FMP. The DMF is still recommending large closure areas to mechanical oyster dredging at the mouths of the Pamlico and Neuse Rivers with little to no justification, no documentation of what the current health of the reef is, or even a habitat recovery plan for the reef. Without this necessary information, it is hard to contemplate closing such a large, productive area that gets worked by very few oystermen.

Once preferred management options are selected at this meeting, the plan will go to the DEQ secretary for review and the MFC will vote on final adoption at their May meeting.

### **Wild Clam Harvest**

The MFC will review public comment and AC recommendations on Amendment 3 to the Hard Clam FMP. The DMF recommends phasing out mechanical clam harvest in three years (May 2028). This is a change from the previous DMF recommendation to phase out mechanical harvest unless participation increased to 10 participants and landings exceed 1 million clams in any year prior to 2027. With very few boats participating (2-3 boats the last few years) in this fishery and with boundary lines being continuously redrawn to protect encroaching SAV and oyster habit, most see this as yet another attempt to get a few more commercial fishermen off the water. Nothing more, nothing less.

Once preferred management options are selected at this meeting, the plan will go to the DEQ secretary for review and the MFC will vote on final adoption at their May meeting.

### **Blue Crab**

Last, but certainly not least, the MFC will be given an update on the Blue Crab FMP Amendment 3 Adaptive Management Update.

With a failed stock assessment, DMF says, “there is little evidence suggesting overfishing has ended or sustainability objectives of Amendment 3 will be met. Because Amendment 3 is nearly half way through the required rebuilding timeline, management measures projected to rebuild

spawner abundance to a higher level with a much higher probability of success must be implemented.”

DMF has outlined 8 options to reduce commercial blue crab harvest which can be viewed in the Decision Document. These options range anywhere from an 11.6% to a 51.6% harvest reduction.

The most “liberal” management option is a 20 bushel mature female limit September through December with a no mature female harvest January through May. The most restrictive management option is a 10 bushel hard crab limit year-round. The current DMF recommended management option is a 10 bushel limit for mature female blue crabs from June through December and a no harvest of mature female blue crabs January through May for a 21.7% harvest reduction.

Although no MFC action is required on this issue at the meeting, this is the time to show up, comment, and talk about what you are seeing on the water. They do not have the necessary information to be asking for these harsh reductions and you need to tell them why!

The timeline on this issue is a rather quick one. The draft Blue Crab Amendment 3 Adaptive Management will be presented to the ACs and up for public comment in March.

After public comment and AC review the MFC will vote on final approval of the preferred management measures at their May 2025 meeting.

Public comment will be accepted on these issues in person at the February MFC meeting, through the online portal, and/or through written comments.

Written comments can also be mailed to:

February 2025 Marine Fisheries Commission Meeting Comments

P.O Box 769, Morehead City, N.C. 28557

Or hand delivered to:

Division of Marine Fisheries' Morehead City Headquarters Office

3441 Arendell Street, Morehead City, N.C.

Summary - This is a lot of information about many important issues regarding our state's fishing resources. Please resend, text, forward and spread this information any way possible. Stay tuned for more updates and reach out with any questions or concerns.

Thomas Newman, Fisheries Liaison, [Thomasnewman@ncfish.org](mailto:Thomasnewman@ncfish.org)

**Board of Commissioners**

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

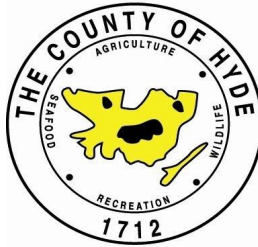
# COUNTY OF HYDE

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

Kris Cahoon Noble  
County Manager

Franz Holscher  
County Attorney

Richard Mann  
Clerk to the Board



## A RESOLUTION IN REGARD TO THE NORTH CAROLINA DIVISION OF MARINE FISHERIES DRAFT FISHERIES MANAGEMENT PLAN FOR SPOTTED SEA TROUT

March 3, 2025

WHEREAS, Hyde County's economy is reliant upon the health of the commercial fishing industry which provides many jobs for our citizens and creates local spending contributing to a healthier economy;

WHEREAS, the cultural and maritime history of Hyde County and its surrounding waterways is embedded in the fabric of the state of North Carolina and the United States of America;

WHEREAS, Spotted Seatrout, commonly known as speckled trout, is a vital resource for Hyde County, with many local fishermen rely on the fishery to support their families. Additionally, speckled trout plays a key role in the market by supplying a moderately priced, mild fish to both retail seafood markets and local restaurants;

WHEREAS, Hyde County offers this resolution as a comment to the North Carolina Marine Fisheries Commission regarding the Draft Spotted Sea Trout Fisheries Management Plan (FMP);

WHEREAS, Spotted seatrout, known as speckled trout, is not classified as overfished. Overfishing was found to occur only in the final year of the stock assessment and the spawning population is healthy;

WHEREAS, the Hyde County Board of Commissioners has grave concerns that the proposed regulatory measures disproportionately and unfairly impact commercial fishers and the seafood consumers they serve;

WHEREAS, North Carolina's recreational harvest of speckled trout greatly exceeds commercial harvest and has done so since recreational harvest estimates began in 1981 with recreational fishers taking 75-90% of the total North Carolina harvest of speckled trout;

WHEREAS, the NC MFC supports restrictions that result in a 38.3% reduction in commercial harvest and a 26.7 % recreational harvest reduction and Hyde County is formally objecting to these suggested reductions;



WHEREAS, Hyde County has concerns that the draft FMP does not propose action to address recreational bycatch mortality which is the number of fish thrown back that die, or to address the effect of the poundage of recreational dead discards as it has vastly exceeded the total commercial harvest from 2017-2022;

WHEREAS; the proposed FMP will impose a new maximum size limit with the current minimum size limit on spotted seatrout with a 75 fish daily restriction, leading to more potential discards by commercial fishermen;

WHEREAS, Hyde County believes the NC MFC acted contrary to G.S. 143B-289.52 which specifies that the NC MFC has the power and duty to provide fair regulation of commercial and recreational fishing groups in the interest of the public;

WHEREAS, Hyde County further affirms that unfairly and unjustly cutting the commercial fishery harvest directly affects food security, the local seafood supply chain, and businesses at a time when the NC Department of Agriculture is trying to increase seafood production/ efficiency, and the US government is encouraging people to eat domestic seafood for health and food security reasons;

WHEREAS, Spotted seatrout is one of North Carolina's most traditional, affordable, and desired sources of local seafood; and further the fishery is commercially important in the fall/winter, providing an economic link between oystering and crabbing in western Pamlico Sound and estuaries;

NOW, THEREFORE, LET IT BE RESOLVED, that the Hyde County Board of Commissioners respectfully requests the NC MFC revisit their draft FMP and develop fair measures that do not disproportionately impact commercial fishers, seafood businesses, and the seafood consuming public.

Further, this Resolution will be forward to Hyde County's representatives in the General Assembly and all members of the the NC Marine Fisheries Commission and staff.

This the 5th day of February, 2025.

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Randal Mathews  
Chairman

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Richard Mann  
Clerk to the Board

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

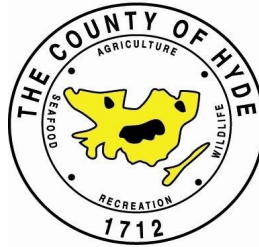
# COUNTY OF HYDE

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

Kris Cahoon Noble  
County Manager

Franz Holscher  
County Attorney

Richard Mann  
Clerk to the Board



## A RESOLUTION IN REGARD TO THE NORTH CAROLINA DIVISION OF MARINE FISHERIES DRAFT FISHERIES MANAGEMENT PLAN FOR BLUE CRAB

March 3, 2025

WHEREAS, Hyde County's economy is reliant upon the health of the commercial fishing industry which provides many jobs for our citizens and creates local spending contributing to a healthier economy;

WHEREAS, the cultural and maritime history of Hyde County and its surrounding waterways is embedded in the fabric of the state of North Carolina and the United States of America;

WHEREAS, NC Blue Crab, is a vital fishery to Hyde County, which is a Tier One County where commercial fishing is the second largest industry as related to GDP, and harm to the commercial blue crab industry will result in direct harm to Hyde County's economy;

WHEREAS, Hyde County, has one of the last remaining crab processing facilities in the state of North Carolina, which not only provides vital employment but also supports the economic infrastructure in Hyde County in the form of individual crabbers, buyers and sellers both wholesale and retail, commercial fishing supply shops owners and employees and all of the places inside and outside of Hyde County where people engaged in the industry spend money;

WHEREAS, the commercial Blue Crab industry is traditionally and economically critical to Hyde County with many local fishermen relying on the fishery to support their families;

WHEREAS, Hyde County offers this resolution as a comment to the North Carolina Marine Fisheries Commission regarding the Blue Crab FMP Amendment 3 Adaptive Management Update;

WHEREAS, with a failed stock assessment, The NC Division of Marine Fisheries (DMF) expresses, "there is little evidence suggesting overfishing has ended or sustainability objectives of Amendment 3 will be met. Because Amendment 3 is nearly half way through the required rebuilding timeline, management measures projected to rebuild spawner abundance to a higher level with a much higher probability of success must be implemented;"

WHEREAS, DMF has outlined 8 options to reduce commercial blue crab harvest which can be viewed in the Decision Document. These options range anywhere from an 11.6% to a 51.6% harvest reduction;

WHEREAS, The most “liberal” management option is a 20 bushel mature female limit September through December with a no mature female harvest January through May;

WHEREAS, The most restrictive management option is a 10 bushel hard crab limit year-round;

WHEREAS, The current DMF recommended management option is a 10 bushel limit for mature female blue crabs from June through December and a no harvest of mature female blue crabs January through May for a 21.7% harvest reduction;

WHEREAS, the proposed regulations would impose a 21.7 percent decrease in landings as measured by 2019-2023 average landings,

WHEREAS, blue crabs are currently managed through data collected in 1995-2016, and a 2023 stock assessment failed peer review and is not to be used for management decisions;

NOW, THEREFORE, LET IT BE RESOLVED, that the Hyde County Board of Commissioners respectfully resolves to oppose the recommended action by the NC DMF that is based on a failed 2023 stock assessment, as it is singularly detrimental to the economy of Northeastern, North Carolina, particularly Hyde County.

Further, this Resolution will be forward to Hyde County’s representatives in the General Assembly and all members of the the NC Marine Fisheries Commission and staff.

This the 3rd day of March , 2025.

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Randal Mathews  
Chairman

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Richard Mann  
Clerk to the Board

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

Meeting Date: March 3, 2025  
Presenter: Kris Cahoon Noble  
Attachment: Yes

ITEM TITLE: Resolution Requesting Update to BIMP

**SUMMARY:**

The first NC Beach Inlet Management Plan was funded via House Bill 1840 (Session Law 2000-67) and completed in 2009. It provided necessary information to address our natural resources, funding mechanisms & strategies for the comprehensive management of the state's ocean & inlet shorelines. The BIMP also provided the necessary socioeconomic values of N.C. beaches and recommended management strategies. In 2016, an updated BIMP provided new coastal and socioeconomic data and reflected policy changes implemented since the original Plan. It also focused on the latest beach nourishment and dredging activities completed over the previous seven (7) years and projected the needed funding to maintain the state's coastline, while offering several possible revenue options. Due to healthy growth in N.C. coastal communities, an updated BIMP must be conducted to effectively steer state and local management resources in complex planning in support of 326 miles of ocean shoreline, barrier islands and 19 active inlet complexes that collectively generate over \$4 billion in annual revenues.

RECOMMEND: APPROVE RESOLUTION

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

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

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

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

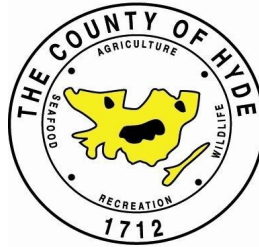
# COUNTY OF HYDE

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PO Box 188  
SWAN QUARTER, NORTH CAROLINA 27885  
252-926-4400  
252-926-3701 Fax

Kris Cahoon Noble  
County Manager

Franz Holscher  
County Attorney

Richard Mann  
Clerk to the Board



## **A RESOLUTION REQUESTING THE FUNDING OF AN UPDATE TO THE NC BEACH AND INLET MANAGEMENT PLAN**

WHEREAS, the first North Carolina Beach and Inlet Management Plan (BIMP) was funded via House Bill 1840 (Session Law 2000-67) and completed in 2009 which provided necessary information to address North Carolina's (N.C.) natural resources, funding mechanisms and strategies for the comprehensive management of the state's ocean & inlet shorelines; and

WHEREAS, the BIMP provided needed socioeconomic values of N.C. beaches & recommended management strategies; and

WHEREAS, in 2016, an updated BIMP provided new coastal & socioeconomic data & reflected policy changes implemented since the original Plan including the latest beach nourishment and dredging activities completed over the previous seven (7) years; and

WHEREAS, in 2016, an updated BIMP projected the necessary needed funding to maintain the state's coastline while offering several possible revenue options; and

WHEREAS, due to healthy growth in N.C. coastal communities, a regularly updated BIMP must be conducted to effectively steer state and local management resources in complex planning in support of 326 miles of ocean shoreline, barrier islands, and 19 active inlet complexes that collectively generate over \$4+ billion in annual revenues; and

BE IT FURTHER RESOLVED, that this Resolution of Support be made known to the members of the North Carolina General Assembly.

This the 3rd day of March, 2025

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Randal Mathews, Chairman

---

Richard Mann, Clerk to the Board

The BIMP was first funded in 2007 from the General Assembly and updated in 2016. The state agencies involved include the NC DEQ, DWR and DCM. Moffatt & Nichol assisted the state with 1) data identification and acquisition of existing datasets, 2) determination of beach and inlet management regions, 3) scheduling and facilitation of stakeholder meetings, 4) development of draft beach and inlet management strategies, and 5) preparation of a final report.

The data contained in the BIMP is critical in understanding and evaluating the coastal natural systems. The nature of the beaches and inlets along the coast are influenced by factors such as geology, sediment, waves, sea level rise as well as storms and other natural disasters. In order to develop appropriate management regions and properly develop and assess management strategies, relevant coastal data.

The data presented in the BIMP is intended to serve as a resource, common reference, and starting point for beach and inlet projects and strategy discussions among stakeholders.

In addition to technical data, the BIMP also provides socio-economic values of the beaches and inlets. North Carolina beaches and inlets have tremendous economic importance to the state, providing billions of dollars in economic value through business and tourism, residential and commercial property value, water access for commercial and recreational fishermen, and the marina and boat building industries. The developed portions of the ocean shoreline also represent a considerable investment for the state however, the value of coastal property is at risk if the coastline is not protected.

In 2016, the primary focus of the update of the BIMP was to incorporate beach nourishment and dredging activities completed over the past seven years as well as refine the historical data evaluated in the initial report in order to develop an updated accurate estimate of the funding needed to maintain the State's beaches and inlets. **The more comprehensive data set served as the basis for refining the volume and cost projections of dredging and beach nourishment for current and future managed shorelines.** Potential funding sources to establish a statewide beach preservation fund were identified and evaluated. Similarly, the funding needed for appropriations to the state's deep draft navigation fund were also identified. Revisions to the socio-economic impact study of the state's beaches and inlets were conducted to highlight the importance of these vital resources and the need for the state to increase their participation in preserving them.

**Without correct updated data, it will be impossible to accurately project direct expenditures generated by the beaches and inlets as well as the number of jobs created and the total State tax revenue from all these sectors. In addition, it will be impossible to determine the recreational consumer surplus resulting from beaches and inlets nor will it be possible to accurately determine the scope and costs associated with beach nourishment and dredging projects in the state.**

## NCBIWA 2025-2026 Legislative Goals

- 1. Update the Beach and Inlet Management Plan (BIMP)-2 Goals: Advocate for funding in the amount of \$500,000 to update the BIMP and Create legislation to have the BIMP automatically updated every 5 years.** The first BIMP was funded via House Bill 1840 (Session Law 2000-67) and completed in 2009. It provided necessary information to address our natural resources, funding mechanisms & strategies for the comprehensive management of the state's ocean & inlet shorelines. The BIMP also provided the necessary socioeconomic values of N.C. beaches and recommended management strategies. In 2016, an updated BIMP provided new coastal and socioeconomic data and reflected policy changes implemented since the original Plan. It also focused on the latest beach nourishment and dredging activities completed over the previous seven (7) years and projected the needed funding to maintain the state's coastline, while offering several possible revenue options. Due to healthy growth in N.C. coastal communities, an updated BIMP must be conducted to effectively steer state and local management resources in complex planning in support of 326 miles of ocean shoreline, barrier islands and 19 active inlet complexes that collectively generate over \$4 billion in annual revenues.
- 2. Establish a recurring funding source for the Coastal Storm Damage Mitigation Fund (CSDMF).** The CSDMF, 143-215.73M, was established as a special revenue fund by the N.C. General Assembly to be used for costs associated with beach nourishment, artificial dunes, and other projects to mitigate or remediate coastal storm damage to the ocean beaches and dune systems of the State. The CSDMF does not have a recurring funding source and, as such, has to be funded each legislative session. Establishing a recurring funding source is critical to protecting and maintaining NC coastal communities.
- 3. Create a Coastal Restoration and Resiliency Fund (Fund) to receive proceeds from alternative energy production in the coastal areas of North Carolina to provide for disposition of revenues and to provide for restrictions on the use of such revenues.** The RISEE Act in Congress presents the most logical and sustaining funding opportunity source for the Fund while saving the State billions of dollars in long-term coastal funding. Upon passage of the RISEE Act in 2022, NCBIWA recommends the creation of the Fund to ensure compliance of the acceptance, distribution, reporting and oversight of Federal dollars designated for coastal restoration, mitigation and resiliency projects. To ensure our coast does not leave itself vulnerable to coastal hazards we will need projects that are coordinated regionally and provide benefits across coastal communities. NC needs a commitment to a sustainable & dedicated funding source of at least \$25 million annually that results in a continued economic engine that provides a positive Return of Investment for the state.
- 4. Continue funding the Shallow Draft Navigation Channel Dredging and Aquatic Weed Fund (Fund).** The Fund was established as a special revenue fund and has recurring

funding sources consisting of fees credited to it under G.S. 75A-3 (motor fuel excise tax revenue), G.S. 75A-38 (fee to transfer certificate of title) and taxes credited to it under G.S. 105-449.126 (Highway Fund) as well as funds contributed by non-State entities.

5. **House Bill for contract services and emergency equipment purchases following post-named storm/state of emergency declarations.** A draft bill to conduct construction and purchase equipment following post-named storm/state of emergency declaration (similar to the Dredge Contractor bill). Tie into FEMA rules. See 5-Law 835 or 735 help get bids for beach renourishment





## NCBIWA RESOLUTION OF SUPPORT FOR UPDATING THE 2016 BEACH AND INLET MANAGEMENT PLAN (BIMP)

### **Officers**

**Bobby Outten, Chairman**  
County Manager & Attorney, Dare County  
**Justin Whiteside, Vice-Chairman**  
Assistant Town Administrator, Ocean Isle Beach  
**Ken Willson, Treasurer**  
Client Program Manager, Coastal Protection Engineering  
**Carin Faulkner, Secretary**  
Public Information Officer, Bald Head Island

### **Board of Directors**

**Merrie Jo Alcock**  
Attorney, New Bern  
**COL Steven A. Baker**  
Former Commander (R), Wilmington District, USACE  
**Dennis Barbour**  
Charter Boat Captain & Former Mayor Carolina Beach  
**COL Benjamin A. Bennett**  
Former Commander (R), Wilmington District, USACE  
**Marty Cooke**  
Commissioner, Brunswick County  
**Melvin Cooper**  
Commissioner, Town of Beaufort  
**Dan Dawson, P.E.**  
Retired Engineer, Wilmington  
**Tom Leonard**  
North Topsail Beach  
**Kris Cahoon Noble**  
County Manager, Hyde County  
**Cliff Ogburn**  
Town Manager, Southern Shores.  
**Todd S. Roessler**  
Attorney, Kilpatrick Townsend & Stockton LLP, Raleigh  
**Spencer Rogers**  
Consultant, N.C. Sea Grant (Ret)  
**Elizabeth Sciaudone**  
Engineer, Moffatt & Nichol

### **Ex-Officio Board Members**

**Christine Brayman**  
USACE, Wilmington District  
**Kevin Hart**  
N.C. Division of Water Resources  
**Mike McIntyre**  
Former U.S. Rep. NC 7<sup>th</sup> Congressional District  
**Tancred Miller**  
Director, N.C. Division of Coastal Management  
**Rep. Pat McElraft**  
Former N.C. State Representative

**Kathleen Riely**  
Executive Director  
**North Carolina Beach,  
Inlet & Waterway Association**

WHEREAS, the first BIMP was funded via House Bill 1840 (Session Law 2000-67) and completed in 2009 which provided necessary information to address North Carolina's (N.C.) natural resources, funding mechanisms and strategies for the comprehensive management of the state's ocean & inlet shorelines; and

WHEREAS, the BIMP provided needed socioeconomic values of N.C. beaches & recommended management strategies; and

WHEREAS, in 2016, an updated BIMP provided new coastal & socioeconomic data & reflected policy changes implemented since the original Plan including the latest beach nourishment and dredging activities completed over the previous seven (7) years; and

WHEREAS, in 2016, an updated BIMP projected the necessary needed funding to maintain the state's coastline while offering several possible revenue options; and

WHEREAS, due to healthy growth in N.C. coastal communities, a regularly updated BIMP must be conducted to effectively steer state and local management resources in complex planning in support of 326 miles of ocean shoreline, barrier islands, and 19 active inlet complexes that collectively generate over \$4+ billion in annual revenues; and

BE IT FURTHER RESOLVED, that this Resolution of Support be made known to the members of the North Carolina General Assembly.

A blue ink signature of Bobby Outten, written in a cursive style.

Bobby Outten, Chairman, N.C. Beach, Inlet and Waterway Association

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

Meeting Date: March 3, 2025  
Presenter: Kris Cahoon Noble  
Attachment: Yes - Revised Project Budget Ordinance

ITEM TITLE: Streamflow Rehabilitation Assistance Program PBO Amendment  
and Secondary Roads Agreement

SUMMARY: The attached Streamflow Rehabilitation Assistance Program Project Budget Ordinance and Secondary Roads Agreement adds an additional \$13,000 to the project in NC Department of Transportation funding for drainage work on Swamp Road, Engelhard.

The Project consists of sediment removal and disposal along Swamp Road in Hyde County for 3,200 linear feet and the replacement of at least 3 residential driveway culverts. The work starts near the Swamp Road/North Lake Road intersection and goes east-northeast to Wallace Canal.

RECOMMEND: APPROVE AGREEMENT AND AMENDED PROJECT BUDGET  
ORDINANCE

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

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

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

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE  
SECONDARY ROADS AGREEMENT**

HYDE COUNTY

DATE: 2/13/2025

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Elements: 1SP.20481.4

HYDE COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the “Department” and Hyde County, hereinafter referred to as the “County”.

**WITNESSETH:**

WHEREAS, the parties have agreed to make certain improvements within the County under WBS Element 1SP.20481.4 in Hyde County in accordance with the plans and specifications approved by the Department; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) §136-66.1, §136-66.3, §160A-296 and §160A-297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department and the County have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

**SCOPE OF PROJECT**

1. The Project consists of sediment removal and disposal along Swamp Road in Hyde County for 3,200 linear feet and the replacement of at least 3 residential driveway culverts. The work starts

near the Swamp Road/North Lake Road intersection and goes east-northeast to Wallace Canal. (hereinafter the "Project").

## **PROCUREMENT OF SPECIALIZED SERVICES**

2. If the County causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
  - A. The County shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
  - B. The County, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Policies and Procedures for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64.31 and 143-64.32.
  - C. The County shall submit all professional services contract proposals to the Department for review and approval prior to execution of the professional services contract by the County. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's Office of Inspector General (OIG). A pre-negotiation audit of a contract under \$30,000 will be performed by OIG if the County requests it.
  - D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. This limitation applies to private engineering firms and/or work performed by the County. If the County elects to procure a private consulting firm to conduct Project administration, the County shall be responsible for submitting the consulting firm's proposal to the Division Engineer for review and approval. The County, and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.
  - E. All work shall be prepared and submitted using computer software and applications approved by the Department and compatible with departmental equipment and programs.
  - F. Small Professional and Engineering Services Requirements: Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the NC Board of Transportation.

- The County shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the County fails to comply with these requirements, the Department will withhold funding until these requirements are met.

## **PLANNING AND DESIGN**

3. The County, and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
4. The County shall design and prepare the plans and specifications for the Project, in accordance with the Department's standard practices, regulations and guidelines for transportation improvements. The Department shall review and approve Project plans and specifications.

## **UTILITIES**

5. The County, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department prior to the County beginning construction of the Project. The County shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of ownership of the connections or services. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. All work shall be performed in accordance with the Department's approved Utility Relocation Policy and standard procedures for utility improvements.

## **RIGHT OF WAY**

6. The County, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the County will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in accordance with applicable policies, guidelines, statutes and the North Carolina Department of Transportation Right of Way Manual.

The County shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The County shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.

## **CONSTRUCTION**

7. The County shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The County shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:
  - A. Prior to advertising the Project for construction bids, the County or its agents, shall submit for approval by the Department, the final construction plans, the total contract proposal, and an estimate of the Project costs to the Division Engineer. Bids received along with proper documentation of Municipal approval shall be submitted to the Division Engineer for review and approval by the Department prior to the contract being awarded by the County. Upon award of the Project, the County shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.
  - B. The County shall follow North Carolina General Statutes regulations and Department procedures pertaining to bid procedures in the award of the contract and purchases. The County shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.
  - C. The construction engineering and supervision will be furnished by the County. Said work shall be accomplished in accordance with terms set out in Provision #2 of this Agreement.
  - D. The Department's Division Engineer shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the County or the County's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the County with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
  - E. The County shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing. The Division Engineer shall be provided a copy of the testing results.
  - F. During construction of the Project, if any changes in the plans are necessary, such changes must be approved by the Division Engineer prior to the work being performed.

- G. All materials incorporated in the Project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.
- H. Upon completion of the Project, the County shall furnish the Division Engineer with complete sets of "Plan of Record" and/or "As Built" plans as requested.
- I. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.
- J. During construction of the Project, the County shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.
- K. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the County shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.
- L. The County shall complete construction of the Project, in accordance with the terms of this Agreement within One 1 year(s) of execution of this Agreement. If the County has not completed its responsibilities to the satisfaction of the Department, including satisfactory progress of the various phases of the Project, the unexpended balance of funds may be recalled by the Department and assigned to other Projects by the Board of Transportation and the County shall reimburse costs incurred by the Department associated with the Project.

## **CONSTRUCTION SUBCONTRACTOR GUIDELINES**

- 8. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.
  - A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at <https://connect.ncdot.gov/resources/Specifications/Pages/2018-Specifications-and-Special-Provisions.aspx>

- B. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
- C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

## **FUNDING**

- 9. Subject to compliance by the County with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Project costs up to a maximum amount of \$13,000 (estimated costs are \$43,000). Costs which exceed this amount shall be borne by the County. Reimbursement to the County shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.
  - A. The County may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made Upon Completion. By submittal of said invoice, the County certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.
  - B. Force account work is only allowed when 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with NC General Statute 143-135, found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp). Written approval from the Division Engineer is required prior to the use of force account by the County. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs. Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the County or its Project partners. Reimbursement rates for equipment owned by the County or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.
  - C. The County shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the County shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.
  - D. The County agrees that it shall bear all costs for which it is unable to substantiate actual costs.



- E. Failure on the part of the County to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.
- F. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.
- G. The Project must progress in a satisfactory manner as determined by the Department. If the Project does not remain active, the Department reserves the right to de-obligate said funding.
- H. The expenses incurred by the Department for reviews, approvals, inspections and other tasks set forth in this Agreement are an eligible Project cost and charged to allocated Project funding.

## **TRAFFIC**

- 10. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and maintained and controlled by the Department upon completion of the Project.

## **MAINTENANCE**

- 11. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

## **ADDITIONAL PROVISIONS**

- 12. The County shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
- 13. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
- 14. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the County certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.

15. The County shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the County or any entity performing work under contract with the County.
16. The County is solely responsible for all agreements, contracts, and work orders entered into or issued by the County for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible in the terms of this Agreement; however, at no time shall the Department reimburse the County costs which exceed the total funding for this Project.
17. The County will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.
18. The Department must approve any assignment or transfer of the responsibilities of the County set forth in this Agreement to other parties or entities.
19. If the County decides to terminate the Project without the concurrence of the Department, the County shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest may be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.
20. In compliance with state policy, the County, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy, which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.
21. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
22. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

22. By Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

23. IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the County.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Hyde County by authority duly given.

L.S. ATTEST:

HYDE COUNTY

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_  
Remittance Address:

Hyde County

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

**STREAMFLOW REHABILITATION ASSISTANCE PROGRAM CONTRACT #  
25-008-4106 PROJECT BUDGET ORDINANCE**

**AMENDMENT**

**MARCH 3, 2025**

Be it ordained by the Hyde County Board of Commissioners, that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: The program authorized is the Streamflow Rehabilitation Assistance Program Contract # 25-008-4106 Project as described in the grant document(s), between Hyde County and the North Carolina Department of Agriculture and Consumer Services Division of Soil & Water Conservation and the North Carolina Department of Transportation.

Section 2: Hyde County staff is hereby directed to proceed with the grant programs within the terms of the grant document(s), the rules and regulations of the North Carolina Department of Agriculture and Consumer Services Division of Soil & Water Conservation and the North Carolina Department of Transportation, and the budget contained herein.

Section 3: The following revenues and resources are anticipated to be available to complete the program activities:

North Carolina Department of Agriculture and Consumer Services Division of Soil & Water Conservation Grant	\$ 202,490
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North Carolina Department of Transportation Grant	<u>13,000</u>
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Total Revenues	\$ 215,490
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Section 4: The following amounts are appropriated for the program activities:

<del>Project Expenditures</del>	<del>\$ 202,490</del>
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Project Expenditures	\$ 215,490
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Section 5: The Grant Finance Officer is hereby directed to maintain within the Grant Program Fund sufficient detailed accounting records to provide the accounting to the North Carolina Department of Agriculture and Consumer Services Division of Soil & Water Conservation and the North Carolina Department of Transportation as required by the grant agreement(s) and federal and state regulations.

Section 6: Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Department of Agriculture and Consumer Services Division of Soil & Water Conservation and the North Carolina Department of Transportation in an orderly and timely manner.

Section 7: The Grant Finance Officer is directed to report quarterly on the financial status of each program element in Section 4 and on the total grant revenues received or claimed.

Section 8: The Grant Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this grant program in every budget submission made to this council.

Section 9: Copies of this grant project ordinance shall be made available to the Grant Finance Officer for direction in carrying out this program.

Adopted this, the ~~4<sup>th</sup> day of November 2024~~ 3<sup>rd</sup> day of March 2025.

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Randal Matthews, Chairman

Hyde County Board of Commissioners

ATTEST:

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Richard Mann, Clerk to Hyde County

Board of Commissioners

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

Meeting Date: March 3, 2025  
Presenter: Manager Noble  
Attachment: Yes - Amended Budget Calendar

ITEM TITLE: Amended Budget Calendar

SUMMARY: Due to scheduling conflicts, Hyde County is amending their Budget Calendar to meet with all Department Heads and External Agencies on Thursday, March 13, 2025 to discuss short and long term budget goals. The Budget Calendar is further amended to make all Preliminary Department Assessments to be due on March 13, 2025 as well. This will not affect the overall timeline further.

RECOMMEND: APPROVE BUDGET CALENDAR AS AMENDED

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

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

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

**Board of Commissioners**

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

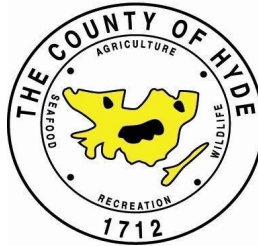
**COUNTY OF HYDE**

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

Kris Cahoon Noble  
 County Manager

Franz Holscher  
 County Attorney

Richard Mann  
 Clerk to the Board



***FY 2025-2026***  
**Budget Calendar**  
**Revised**

<b>Date</b>	<b>Activity</b>	<b>Participants</b>
Monday February 3, 2025 6 P.M.	Calendar adopted during Regular Monthly BOC meeting	Board of Commissioners
February 20, 2025 12 P.M.	Leadership Team Monthly Meeting: Budget Worksheets Distributed to Department Heads, Letters mailed to External Agencies.	Budget Officer Department Heads Finance Officer IT Director
Monday, March 3, 2025 5 and 6 P.M.	5 P.M. - Hyde County Government Center and Ocracoke Community Center: A Joint Meeting to review Board of Education priorities will be held prior to the regular BOC meeting.  6 P.M. - Government Center: Board of Commissioners Meeting  Budget Calendar Amended	Board of Education Board of Commissioners Budget Officer
Thursday, March 13, 2025	8 A.M. - Government Center Board of Commissioners Retreat with Department Heads to present short and long term goals.*  12 P.M. - Lunch  12:30 P.M. - Government Center Retreat with External Agencies to present short and long term goals.  4 P.M. Adjourn	Board of Commissioners Department Heads External Agencies Budget Officer Finance Officer



Thursday, March 13, 2025	<p>*Preliminary Department Assessments to be completed and presented including:</p> <ul style="list-style-type: none"> <li>• Contracts</li> <li>• Equipment purchases/leases</li> <li>• Needs Assessments</li> <li>• Continuing Obligations</li> <li>• Optional Services/Programs</li> </ul> <p>The Preliminary Department Assessment should also be emailed to the Clerk to the Board.</p>	Department Heads
Thursday, March 20, 2025 12 P.M.	<p>Leadership Team Monthly Meeting: Completed budget worksheets and preliminary revenue estimates due from Department Heads. (Times will be assigned for Department Head Budget meetings with County Manager and Finance Officer.)</p> <p>External Agencies Budget Requests due by 5 P.M.</p> <p>Board of Education Budget Request due by 5 P.M.</p>	Budget Officer Department Heads Finance Officer IT Director Board of Education
Tuesday-Friday March 25-28, 2025	Budget Officer and Finance Officer meets with Department Heads to review submitted budget worksheets.	Budget Officer Finance Officer Department Heads
Thursday-Friday April 3-4, 2025	Budget Officer and Finance Officer meets with External Agencies/Board of Education to review submitted budget worksheets.	Budget Officer Finance Officer Department Heads School Superintendent
Monday, May 5, 2025 6 P.M.	Proposed Budget presented and distributed to the Board of Commissioners, Budget Message Presented and Public Hearing date set during Regular BOC meeting.	Budget Officer Board of Commissioners
Monday-Friday May 12-16, 2025	Budget work sessions as needed.	Board of Commissioners Budget Officer Finance Officer Department Heads
Wednesday May 21, 2025 9 A.M.	Public Hearing Government Center and Community Center	Board of Commissioners Budget Officer
Monday June 2, 2025 6 P.M.	Board of Commissioners adopts FY 2025-26 budget and sets tax rate at Regular Monthly Meeting.	Board of Commissioners

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

Meeting Date: March 3, 2025  
Presenter: Kris Cahoon Noble  
Attachment: Yes, Letter of Request

ITEM TITLE: NCACC Tax Office Peer Review

SUMMARY: In order to improve the processes, organizational structure and collection rate within the Hyde County Tax Office, we would like to invite the NCACC to conduct a Peer Review.

RECOMMEND: AUTHORIZE COUNTY MANAGER TO REQUEST PEER REVIEW

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

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

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

**Board of Commissioners**

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

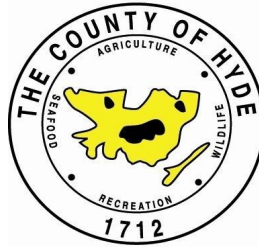
# COUNTY OF HYDE

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

Kris Cahoon Noble  
County Manager

Franz Holscher  
County Attorney

Richard Mann  
Clerk to the Board



March 3, 2025

Mr. Kevin Leonard  
North Carolina Association of County Commissioners  
353 East Six Forks Road, Suite 300  
Raleigh, North Carolina 27609

Dear Mr. Leonard,

The Hyde County Board of Commissioners would like to request a peer review of our tax administration office through NCACC's County Resource and Outreach Services.

It is our understanding that Association members may request the assistance of Resource/Consultation Teams consisting of knowledgeable, respected peer review groups to assess and analyze programs and departments in order to provide recommendations on how to improve operations. At their March 3, 2025 meeting, the Hyde County Board of Commissioners voted unanimously to seek such assistance through an assessment of the tax administration office. The requested review can be scheduled as soon as convenient for NCACC and it is requested that NCACC representatives work with our County Manager to schedule.

The Tax Administration Office currently consists of the following personnel:

Donnie Shumate, Tax Administrator  
Sue Gurganus, Deputy Tax Administrator  
Ryan Bishop, Tax Assessment Technician (Collections)  
Tommy Taylor, Acting Assessor / Land Records Manager  
Jane Hodges, Part Time Collections Clerk

We see a need to evaluate this office to provide insights and recommendations to best serve the citizens of Hyde County and to improve our collections rate and internal processes. Some areas of possible review include:

- Organizational Structure, Management and Supervisory Practices
- Standard Operating Policies and Procedures
- Regulatory Compliance
- Training

- Recruitment, Hiring, and Retention of Qualified Staff
- Customer Service and Relationships with Community Partners
- Employee Satisfaction

We welcome a preliminary meeting with the appropriate county staff to further outline the peer review parameters.

Sincerely,

Kris Cahoon Noble  
Hyde County Manager



# **NCACC Peer Review Report for Anson County Tax Office**

Date of Report: November 30, 2023

Dates of Evaluation: September 21, 2023

David Baker, MPA, PPS

North Carolina Association of County Commissioners

Kirk Boone, PPS

UNC School of Government

Doug Huffman, MBA

North Carolina Department of Revenue Local Government Division

Tina Stone, FIAAO, PPS, AAS

North Carolina Department of Revenue Local Government Division

Vann Harrell, MPA, CTC

Union County Tax Administrator

Brian Myers

Catawba County Tax Administrator

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# Introduction

At the request of the Anson County Commissioners, a peer review team was assembled by David Baker of the North Carolina Association of County Commissioners to study the efficiency and effectiveness of the Tax Assessor and Tax Collector offices. The peer review team was comprised of Doug Huffman, and Tina Stone from the North Carolina Department of Revenue; Kirk Boone, from the UNC School of Government; David Baker, from the North Carolina Association of County Commissioners; Vann Harrell, Union County Tax Administrator and Brian Myers, Catawba County Tax Administrator.

In September 2023, the peer review team requested information concerning the staff and organization chart, met and developed a plan to conduct the study. On September 21, 2023, the peer review team met with Larry Newton, Anson County Tax Administrator, to discuss the scope of the review and to interview him concerning the day-to-day operations of the tax office. The peer review team then proceeded to conduct interviews with staff in the assessor and collector's offices, reviewing the different divisions.

This peer review team respectfully submits the following report of our observations and recommendations. We hope it will be beneficial to all parties involved. Please keep in mind that our observations and recommendations are the result of a limited review of the tax office. Although different reviewers composed the text for various sections, the content is based on the observations of all individuals reviewing that particular area. In addition, the combined writing efforts lead to some duplication of observations and recommendations between the sections. This highlights some of the common issues noted by the peer review team. We have not provided one single compilation of all recommendations in this report. Recommendations should be considered in the context of the discussions accompanying each recommendation.

Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 3, 2025  
Presenter: Kris Cahoon Noble, County Manager  
Attachment: Yes

ITEM TITLE: Building Inspector Contract- John Contestable

SUMMARY: The attached contract increases the hourly compensation of the contract with Mr. John Contestable by \$2.50 an hour to continue to provide services as Hyde County Building Inspector serving Ocracoke Island. All other terms remain the same as the previous year's contract.

RECOMMEND: APPROVE

---

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

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

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



**NORTH CAROLINA  
HYDE COUNTY**

**BUILDING INSPECTOR SERVICES AGREEMENT**

**THIS AGREEMENT** (hereinafter "Agreement") is made and entered into as of the 1<sup>st</sup> day of July, 2024 (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 (hereinafter "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, 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 \$55.50 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, 2025 unless terminated upon notice from County to Contestable that Contestable's services are no longer required by County. In the event written notice of nonrenewal is not given by either party to the other sixty (60) days prior to the termination date above, this Agreement shall automatically extend on the same terms and conditions as herein provided, all for an additional period of one year. This Agreement shall continue thereafter for one year periods unless either party gives to the other sixty (60) days written notice prior to the then applicable one year anniversary date hereof that the party giving notice does not wish to extend this Agreement for an additional year.
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.

\_\_\_\_\_  
John Contestable

**ATTEST:**

**COUNTY OF HYDE**

\_\_\_\_\_  
Richard Mann, Clerk to the Board

\_\_\_\_\_  
Kris Cahoon Noble  
County Manager

**NORTH CAROLINA  
HYDE COUNTY**

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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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

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Finance Officer-County of Hyde

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

Meeting Date: March 3, 2025  
Presenter: Kris Cahoon Noble  
Attachment: Yes

ITEM TITLE: Secondary Legal Services Agreement for Hyde DSS

SUMMARY: Attached please find a Secondary Legal Services Agreement for Hyde County DSS.

RECOMMEND: APPROVE AGREEMENT

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

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

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

**Contract # 019 Fiscal Year Begins July 01, 2024 Ends June 30, 2025  
(Secondary Legal Services Contract)**

This contract is hereby entered into by and between the Hyde County Department of Social Services (the "County") and Holscher, Edwards & Hill, P.A. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number or Social Security Number is 561531180 and DUNS Number (required if funding from a federal funding source).

**1. Contract Documents:** This Contract consists of the following documents:

- (1) This contract
- (2) The General Terms and Conditions (Attachment A)
- (3) The Scope of Work, description of services, and rate (Attachment B)
- (4) Combined Federal Certifications (Attachment C)
- (5) Conflict of Interest Policy (Attachment D)
- (6) No Overdue Taxes (Attachment E)
- (7) *If applicable*, HIPAA Business Associate Addendum (checklist and forms) (Attachment I)
- (8) Certification of Transportation (Attachment J)
- (9) *If applicable*, IRS federal tax exempt letter or 501(c)3 (Attachment K) <http://www.irs.gov/pub/irs-fill/k1023.pdf>
- (10) Certain Reporting and Auditing Requirements (Attachment L)
- (11) State Certification (Attachment M)
- (12) Attachment N - Non-Discrimination, Clean Air, Clean Water
- (16) Contract Determination Questionnaire (required)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

**2. Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:** This contract shall be effective on January 01, 2025 and shall terminate on June 30, 2025. This contract must be twelve months or less.

**4. Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

**5. County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$5,600.00. This amount consists of \$\_\_\_\_\_ in Federal funds (CFDA #\_\_\_\_\_), \$\_\_\_\_\_ in State Funds, \$\_\_\_\_\_ in County funds

- ☐ a. There are no matching requirements from the Contractor.
- ☐ b. The Contractor's matching requirement is \$\_\_\_\_\_, which shall consist of:
- |   |  |
|---|--|
| <input type="checkbox"/> In-kind          | <input type="checkbox"/> Cash                |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Contractor shall be sourced from non-federal funds.  
The total contract amount including any Contractor match shall not exceed \$\_\_\_\_\_.

**6. Reversion of Funds:**

Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

**7. Reporting Requirements:**

Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**8. Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

**9. Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the County:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title	Name & Title Sarah Bradshaw, Acting DSS Director
County	County Hyde
Mailing Address	Street Address 35015 US Hwy 264
City, State, Zip	City, State, Zip Engelhard, NC 27824
Telephone	
Fax	
Email	

**For the Contractor:**

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title	Name & Title Amy Glantz, Attorney at Law
Company Name	Company Name Holscher, Edwards & Hill, P.A.
Mailing Address	Street Address 320 N. Market Street
City State Zip	City State Zip Washington, NC 27889
Telephone	
Fax	
Email	

**10. Supplementation of Expenditure of Public Funds:**

The County assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the County otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the County's total expenditure of other public funds for such services.

**11. Disbursements:**

As a condition of this contract, the County acknowledges and agrees to make disbursements in accordance with the following requirements:



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

**12. Outsourcing to Other Counties:**

The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other counties, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

**13. Federal Certifications:**


Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

**14. Specific Language Not Previously Addressed:**

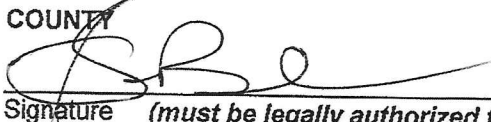
*( can be deleted if not needed)*

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

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

 2.3.25  
 \_\_\_\_\_  
 Signature Date

Franz F. Holscher, Esq. PARTNER  
 \_\_\_\_\_  
 Printed Name Title

COUNTY  2/21/2025  
 \_\_\_\_\_  
 Signature *(must be legally authorized to sign contracts for County DSS)* Date

Sarah Bradshaw Acting DSS Director  
 \_\_\_\_\_  
 Printed Name Title

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

\_\_\_\_\_  
 Signature of County Finance Officer Date

## GENERAL TERMS AND CONDITIONS

### Relationships of the Parties

**Independent Contractor:** The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

**Subcontracting:** The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

**Assignment:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the

performance of this contract to the extent permitted by law.

### Default and Termination

**Termination Without Cause:** Either Party may terminate this contract without cause by giving 30 days written notice to the other Party.

**Termination for Cause:** If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

**Waiver of Default:** Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

**Availability of Funds:** The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations,

guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

### **Intellectual Property Rights**

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

**Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

**Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

**Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

### **Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

## Miscellaneous

**Choice of Law:** The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Hyde County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Hyde County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Gender and Number:** Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

**Time of the Essence:** Time is of the essence in the performance of this contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

**Sales/Use Tax Refunds:** If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work      Federal Tax Id. or SSN - 561531180

Contract # 019

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Holscher, Edwards & Hill, P.A.
2. *If different* from Contract Administrator Information in General Contract:  
Address

Telephone Number: 252-946-3122

Fax Number: 252-946-3125

Email: acg@rhpe.net

3. Name of Program (s): Child and Adult Legal Services

4. Status:      ☐ Public      ☐ Private, Not for Profit      ☐ Private, For Profit

5. Contractor's Financial Reporting Year 7/1/2024 through 6/30/2025

B. Explanation of Services to be provided and to whom (include SIS Service Code): Legal Services for Hyde County DSS child welfare cases including CPS, Foster Care and Adoptions and Hyde County DSS adult cases including Adult Protective Services and Guardianship.

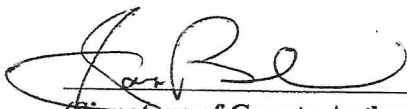
C. Rate per unit of Service (define the unit):

1. If Standard Fixed Rate, Maximum Allowable, (See Rates for Services Chart)  
\$140.00 per hour
2. Negotiated County Rate.

D. Number of units to be provided: varies

E. Details of Billing process and Time Frames; monthly

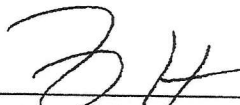
F. Area to be served/Delivery site(s): Hyde County



(Signature of County Authorized Person)

2/21/2025

(Date Submitted)



(Signature of Contractor)

2.3.25

(Date Submitted)



## FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]

[ ] He or she has completed the attached **Disclosure Of Lobbying Activities** because the Contractor has made, or has an agreement to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR

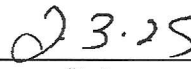
[X] He or she has not completed the attached **Disclosure Of Lobbying Activities** because the Contractor has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

  
Signature

  
Title

Holscher, Edwards & Hill, P.A.  
Contractor Name

  
Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

### I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination; or
    - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

### Address

320 N. Market Street

Washington, NC 27889

35015 US Hwy 264

Engelhard, NC 27824

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

### **III. Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

#### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.



9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

#### **Certification**

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **V. Certification Regarding Lobbying**

**The Contractor certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

#### **VI. Disclosure Of Lobbying Activities**

##### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.

2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award

recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).

10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

**Disclosure Of Lobbying Activities**  
(Approved by OMB 0344-0046)

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date Of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier (if known) _____ Congressional District (if known) _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District (if known) _____
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b> CFDA Number (if applicable) _____	
<b>8. Federal Action Number (if known)</b>	<b>9. Award Amount (if known) \$</b>	
<b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b>  <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	<b>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</b>  <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
<b>11. Amount of Payment (check all that apply):</b> \$ _____ € actual € planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):</b>  <div style="height: 40px;"></div>		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <div style="float: right;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </div>		
<b>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form - LLL

## Conflict of Interest Policy Example

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina

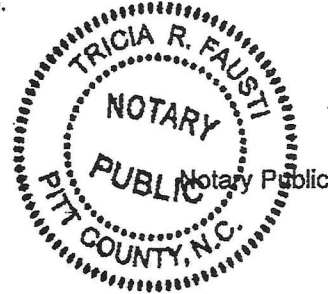
Beaufort County

I, Tricia R. Fausti, Notary Public for said County and State, certify that  
Franz Holscher personally appeared before me this day and acknowledged  
that he/she is Partner of Holscher, Edwards & Hill, P.A.  
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of  
Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held  
on the 29<sup>th</sup> day of January, 2025.

Sworn to and subscribed before me this 3rd day of ~~January~~, 2025.

Tricia R. Fausti  
Tricia R. Fausti (Official Seal) Notary Public



My Commission expires July 11, 20 26

**Instruction for Organization:**

**Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.**

Holscher, Edwards & Hill, P.A.

Name of Organization

[Signature]  
Signature of Organization Official

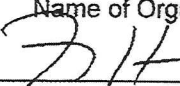
G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Holscher, Edwards & Hill, P.A.

Name of Organization

  
Signature of Organization Official

2.3.25  
Date



This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Holscher, Edwards & Hill, P.A. Contract Number: 019 Date:

## HIPAA ASSESSMENT FORM

### Questions

### Notes

### Steps

1. Has a relationship been initiated allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health	Check appropriate service(s): <input type="checkbox"/> Attorney Representing Agency	<b>YES—You have identified a business associate relationship.</b> The specified function/activity, which involves the sharing of individually identifiable

component that is directly related to the covered health component's continued operation?

- ☐ Benefits Management
- ☐ Patient Accounts Billing
  - ☐ Claims Processing
  - ☐ Claims Administration
  - ☐ Bill Collections
- ☐ Professional Services
- ☐ Special Population Assessments
- ☐ Data Analysis
- ☐ Data Processing
- ☐ Data Administration
- ☐ JCAHO
- ☐ Council on Accreditation
  - ☐ Re-pricing
  - ☐ Rate Setting
- ☐ Practice Management
- ☐ Software Support
- ☐ Utilization Review
- ☐ Quality Assurance Contract Analysis
- ☐ Central Office Supervision
  - ☐ Security
  - ☐ Dietary
- ☐ Machine Maintenance

health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A Business Associate Addendum must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the Government Associate Addendum must be utilized.

NO—STOP. There is no business associate relationship.



	<input type="checkbox"/> Facility Maintenance <input type="checkbox"/> Landscaping <input type="checkbox"/> Housekeeping <input type="checkbox"/> Hardware Support <input type="checkbox"/> Audits/Surveys <input type="checkbox"/> Purchasing	
<b>ADDITIONAL REQUIRMENTS</b>		
<b>NOTE:</b> Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates		

Rev: 7-1-2013

## ATTACHMENT J


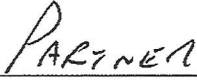
### CERTIFICATION REGARDING TRANSPORTATION

Hyde County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;
2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;
3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;
4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Hyde County Department of Social Services;
5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)
6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)
7. Contractor will maintain records documenting the following (*County may require contractor to provide*):
  - a. Valid current copies of Drivers License for all drivers;
  - b. Current valid Vehicle Registration, for all vehicles transporting clients;
  - c. Driving records for all drivers for the past three years and with annual updates;
  - d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
  - e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

 _____ Signature	 _____ Title
<u>Holscher, Edwards &amp; Hill, P.A.</u> Agency/Organization	<u>2.3.25</u> Date

(Certification signature should be same as Contract signature.)

## ATTACHMENT K

### What is a Private Non Profit Agency?

**Answer:** A private non profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

### What is a 501(c)(3) designation?

**Answer:** When the agency becomes a state private non profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non profits.

### Who can obtain a 501(c)(3) designation?

**Answer:** Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

### How does a Private Non Profit obtain Tax Exempt Status?

EO Web Site [ [www.irs.gov/eo](http://www.irs.gov/eo) ]

#### IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service  
Exempt Organizations Determinations  
P.O. Box 2508  
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax exempt status is granted, the private non profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

### What must a County Department of Social Services/Human Services do?

**Answer:** Verify the Tax Exempt Letter. Check date for expiration and check if current address of agency is reflected.

CONTRACT PROVIDER NAME: Holscher, Edwards & Hill, P.A.

CONTRACT NUMBER: 019

CONTRACT PERIOD: 01/01/2025 - 06/30/2025

PROVIDER'S FISCAL YEAR: 07/01/2024 - 6/30/2025

**CONTRACT DETERMINATION QUESTIONNAIRE  
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points Financial Assistance YES	5 points Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?		5
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
<b>TOTAL</b>	<b>0</b>	<b>70</b>

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

☐ FINANCIAL ASSISTANCE

☒ PURCHASE SERVICE

Maria Huarez  
Signature of Authorized Programmatic Individual

2/21/25  
DATE

[Signature]  
Signature of Authorized Administrative Individual

2/21/2025  
DATE



**State Certifications**  
**Contractor Certifications Required by North Carolina Law**

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

**Certifications**

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
- ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
- ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
- (a) He or she is a duly authorized representative of the Contractor named below;
- (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
- (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Holscher, Edwards & Hill, P.A.

Contractor's  
Authorized Agent: Signature [Signature] Date 2-3-25

Printed Name FRANZ HOLSCHEER Title PARTNER

Witness: Signature [Signature] Date 2-3-25

Printed Name Amy Glantz Title ASSOCIATE

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Hyde County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

**Certification Regarding Nondiscrimination**

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: The Contractor that participates in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: The Contractor must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must

provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

#### IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)


- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

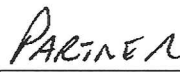
#### V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:



- (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
- (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

Holscher, Edwards & Hill, P.A.  
\_\_\_\_\_  
Agency/Organization

  
\_\_\_\_\_  
Date

(Certification signature should be same as Contract signature.)

Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 3, 2025  
Presenter: Manager Noble  
Attachment: Yes

ITEM TITLE: Landing Road Marsh Sill Agreement - Coastal Federation

SUMMARY: Hyde County has partially constructed a marsh sill at the terminal end of Landing Road in Swan Quarter. Funds provided through the Community Conservation Assistance Program are available to finish the project as previously approved, but those funds have a match requirement. This agreement between the land owners and the North Carolina Coastal Federation will provide matching funds needed to finish the project at no cost to the county.

RECOMMEND: APPROVE

---

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

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

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



North Carolina  
Coastal Federation  
*Working Together for a Healthy Coast*

## Living Shoreline Cost-Share Contract

**Date: December 5, 2024**

Thank you for your interest in installing a living shoreline on your property. This form contains the Agreement ("Contract") and basic information about your project. If you have any questions about this Contract, please contact Sarah Bodin at 252.393.8185 ext 503 or [sarahb@nccoast.org](mailto:sarahb@nccoast.org).

**Landowner:** Hyde County Property ( lots 4 & 5) and Newman Family LLC ( lots 1 & 3 )

**Property Address:** 644 Landing Road, Swan Quarter (35.402575,-76.340957)

**Mailing Address:** 30 Oyster Creek Rd. Swan Quarter NC, 27885

**County Contact:** Daniel Brinn, Hyde County Flood Control/ NCACSP Tech.

**Phone:** Cell: 252-943-7973 Office: 252-926-7253

**Email:** [brian.alligood@beaufortcountync.gov](mailto:brian.alligood@beaufortcountync.gov)

**Total Linear Feet of Shoreline on Property per County GIS: 372 ft**

**Living Shoreline Type:** Marsh Toe Revetment section and an offshore sill using Granite

**Estimated Feet of Living Shoreline:** 397ft

- 206ft granite marsh toe protection revetment
- 191ft off shore granite sill

**Permit:** CAMA General Permits 2700 and 2400

### **Cost-Share Grant:**

- 1275 State Appropriation for Living Shorelines (DEQ)
- CCAP (Community Conservation Assistance Program)
- EEG (Environmental Enhancement Grant)

### **Estimated Total Cost of Living Shoreline (Valid for 30 Days):**

Living Shoreline total project -granite material and installation costs <sup>1</sup>	\$104,566.07
- \$219.72 /LF - Marsh toe revetment (206ft	
- \$248.60 /LF - Offshore sill	
CCAP and EEG cost-share	-\$75,000.00
Private Property Owner	- \$5,000.00
Hyde County	-\$4,285.15
Less SA DEQ Cost-Share <sup>2</sup>	-\$20,280.92
<b>Total Estimated Cost to Landowner<sup>3</sup></b>	<b>\$0</b>

<sup>1</sup>*The landowner as the CAMA permit applicant is ultimately responsible for permit compliance. The landowner is required to have a separate agreement with the contractor(s) stating that they will build the living shoreline according to the CAMA permit and the conditions set forth therein. The contract with the contractor(s) needs to also state that the use of any and all equipment necessary to complete the project is authorized by the landowner provided it causes no detriment to the property and that in the event of any damage to property caused by the contractor, the contractor will immediately repair such damage to the condition it was before contractor's damage.*

<sup>2</sup>*Current cost-share amount is dependent on the size of the project and amount of cost-share funds available. The Federation reserves the right to increase or decrease the amount of cost-share based on site conditions and funding availability. The Federation will be invoiced the cost-share portion by the contractor. The remaining balance is the responsibility of landowner. Cost-share is contingent on the following:*

- *Copies of the CAMA permit, contractor agreement(s), project receipts/invoices, and before/after photos must be provided to the Federation. Please send all required documents to: NC Coastal Federation, Attn: Sarah Bodin, 3609 Highway 24 (Ocean), Newport, NC 28570 or email to sarahb@nccoast.org.*
- *The living shoreline must be built according to the CAMA permit and the conditions set forth therein.*

<sup>3</sup>*Final cost will reflect the actual number of materials placed on the shoreline, and as a result may be higher or lower than the estimated costs above.*

#### **Long-Term Use and Maintenance:**

As a condition of receiving cost-share monies for the installation of the living shoreline, the landowner agrees to leave the living shoreline structure and existing/restored marsh plants in place in perpetuity to ensure that the stabilization, habitat and water quality objectives of the project are met. If title to this land is transferred to another party at any time, it shall be the landowner's responsibility to advise the new owner of this contract.

Living shorelines are highly resilient, but they require routine monitoring and minimal maintenance to remain effective. The landowner agrees to provide routine monitoring and maintenance of the structure and marsh plants for at least 10 years after the living shoreline is constructed. Monitoring includes assessing the condition of the structure and marsh and taking photos of the living shoreline from the same location at least once per year and after major storms. The landowner should keep the project area clear of trash and other debris, avoid the use of herbicides within the project area and avoid clearing paths through the marsh that could transmit runoff directly into the adjacent water body and/or create erosion. The landowner may plant the shoreline with plugs of marsh grasses at any time to maintain or increase the function of the living shoreline. The landowner is responsible for any such monitoring and maintenance costs. Monitoring and maintenance activities are to be reported to the North Carolina Coastal Federation annually following construction. Additional guidance on monitoring and maintenance is available from the federation upon request.

The Federation is not financially liable for damages unexpectedly caused by/or to the living shoreline. If damage is experienced to the living shoreline, the Federation will provide guidance to the property owner on the best possible option for the repair. Funding from the Federation through our Living Shoreline Cost-Share Program may or may not be available at the time the repairs are needed.

Your signature below asserts that you have the legal right to enter into this agreement to have the above services performed on the subject property and you agree to the price estimate and conditions above and on the preceding page.

Signature of Landowner:

County of Hyde \_\_\_\_\_ Date \_\_\_\_\_

Signature of Landowner:

Newman Family LLC \_\_\_\_\_ Date \_\_\_\_\_

Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 3, 2025  
Presenter: County Manager Kris Cahoon Noble  
Attachment: No

ITEM TITLE: BUDGET MATTERS

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

RECOMMEND: Discussion and approve budget revisions and amendments.

---

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

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

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

HYDE COUNTY BOARD OF COMMISSIONERS FYE 24-25 BUDGET REVISION

MEETING DATE  
3/3/2025

(FO USE) BR  
# OR IDT#

ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
100-50885-000-000-885002-00	TRANSFER TO FUND 885	\$ 2,500.00	
100-50885-000-000-885003-00	TRANSFER TO FUND 885	\$ 2,500.00	
100-42000-000-000-000000-00	APPROPRIATED FUND BALANCE		\$ 5,000.00
		\$ 5,000.00	\$ 5,000.00

To budget for the local matches pledged in the 2023 and 2024 URP program grant applications previously approved by the Board of Commissioners. This does increase the general fund budget.

REQUESTED \_\_\_\_\_ DATE \_\_\_\_\_ APPROVED \_\_\_\_\_

## 2024-2025 Budget Revisions

Meeting Date: March 2025

**"+" Exp. Budget**

**"-" Rev. Budget**

[illegible]

2/21/2025

Sherry Nelson



## Hyde Co Board of Commissioner FY 2024-25

MEETING DATE  
3/3/2025

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

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
20/25	MH & Substance Abuse	100-53300-600-570-00000-00	Departmental Expense	\$ 5,500.00	
		100-51400-600-570-00000-00	Travel	\$ 2,500.00	
		100-50200-600-570-00000-00	Salaries		\$ 8,000.00
			<b>TOTAL</b>	<b>\$ 8,000.00</b>	<b>\$ 8,000.00</b>

Transferring funds from Salaries to cover Departmental and Travel expenses for the remainder of FY25. **Budget is not increased.**

REQUESTED

Maana C. Gibbs

DATE

3/3/25

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 3, 2025  
Presenter: Chair, Vice-Chair, Commissioners, Manager  
Attachment: No

ITEM TITLE: MANAGEMENT REPORTS

SUMMARY: This is a time for each Commissioner to give reports on their work representing the County.

Additionally, Commissioners may wish to bring up issues they wish to have followed up by the Board or by the County Manager.

The County Manager will give an oral update on various projects and other administrative matters.

RECOMMEND: Receive reports. Discussion and possible action as necessary.

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

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

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

Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET

Meeting Date: March 3, 2025  
Presenter: Citizens  
Attachment: Yes

ITEM TITLE: PUBLIC COMMENTS

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

RECOMMEND: Receive comments.

# **Supplemental Information**

# NC Catch Summit March 10 to promote local seafood

[coastalreview.org/2025/02/nc-catch-summit-march-10-to-promote-local-seafood/](https://coastalreview.org/2025/02/nc-catch-summit-march-10-to-promote-local-seafood/)

Staff Report

February 26, 2025

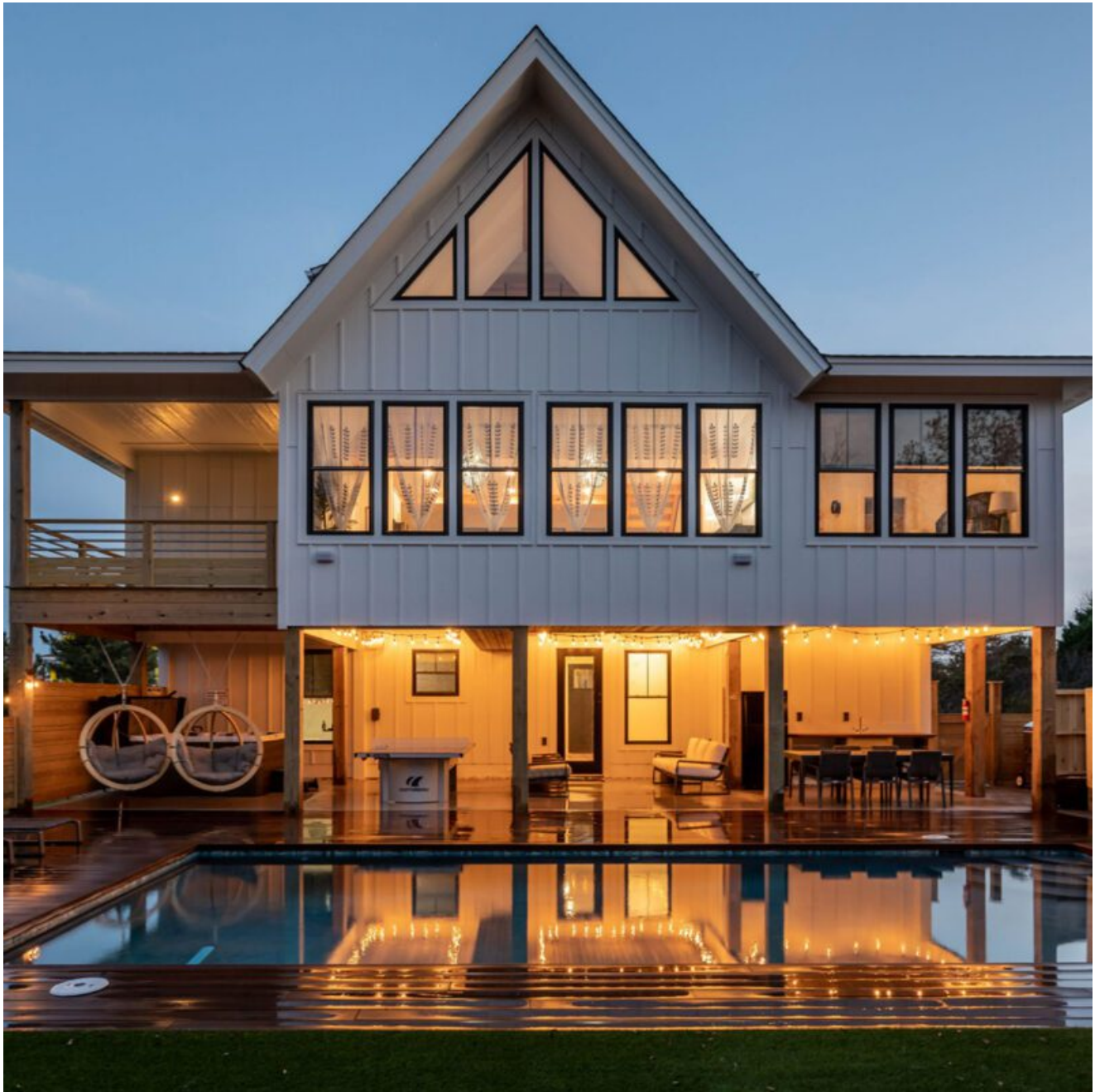


“NC Catch Summit 2025: A Day of Seafood Celebration with Carteret Catch!” is March 10 at Carteret Community College in Morehead City. Photo: NC Catch

The nonprofit organization that promotes North Carolina seafood is hosting a daylong summit in March to offer consumers an insight into the industry.

“NC Catch Summit 2025: A Day of Seafood Celebration with Carteret Catch!” is scheduled for 8:30 a.m. to 4 p.m. March 10 at Carteret Community College in Morehead City.

Supporter Spotlight



## Smaller, Better, OBX Vacations!

Explore a curated collection of small, custom-built Outer Banks homes, such as the Boujee Bungalow, the Hello Mellow and Orange Crush! Visit [obxvacationhome.com](https://obxvacationhome.com) today!

The summit is being offered at no charge. [Register online to attend](#). The continental breakfast and box lunch are being offered at \$20 plus fees. Attendees can add the feature during registration.

The summit “is open to the public and geared toward the seafood industry as a whole, including consumers and folks who just want to learn more about the mission of the Catch movement,” Carteret Catch President Pam Davis Morris told Coastal Review.

The agenda includes discussions on North Carolina fisheries, the value of community-based seafood businesses, seafood trends, marketing strategies, the new commercial fishing academy at Carteret Community College and consumer education.

Carteret Catch was established in 2005 with the goal “to once again make fishing a viable lifestyle and preserve a culture that characterizes the central coastal region of North Carolina.”

NC Catch formed in 2011 in partnership with Catch groups representing Brunswick County, Carteret County, Ocracoke and Outer Banks Catch.

Supporter Spotlight



## **OAK CREEK WEALTH ADVISORS of Janney Montgomery Scott LLC**

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We offer a topic-focused approach to planning that allows us to provide advice at the time you need it most to help plan for major life events and financial decisions, such as saving for education, growing your family, or preparing for retirement. [LEARN MORE!](#)

“Fresh seafood is a cornerstone of North Carolina’s economy and culture. Our commercial fishing communities not only embody the rich history that has made the state a beloved destination but provide safe, healthy and sustainable seafood consumers need and deserve to live their best lives,” organizers said. “NC Catch Summit 2025 will empower you to make informed choices and advocate for a thriving seafood industry.”

On the afternoon of March 9, NC Catch is kicking off the summit with the unveiling of a special project recognizing African Americans in the seafood industry.

**Related: [African Americans in seafood industry heart of new exhibit](#)**

Starting at 4 p.m. at Core Sound Waterfowl Museum and Heritage Center on Harkers Island, the program will feature a cooking and tasting demonstration with area chefs, a panel discussion and exhibit opening. [Register online for the exhibit opening.](#)





February 12, 2025

MEMORANDUM

TO: Coastal Resources Commission

FROM: Cameron Luck

SUBJECT: Coastal Resource Advisory Council Nominations

The Coastal Resource Advisory Council (CRAC) was created by the N.C. Coastal Area Management Act (CAMA) of 1974 and is intended to serve as a communications link between the CRC and local governments. CAMA states that the CRC is the sole appointing authority and members may be reappointed at the discretion of the Commission, provided that one-half of the membership at the beginning of any two-year term are residents of counties in the coastal area.

Current council members that requested to be re-appointed:

Kyle Breuer  
214 W. Florence Way  
Hampstead, NC 28443

David Hewett  
1304 Hewett Farms Rd. SW  
Shallotte, NC 28470

Spencer Rogers  
5600 Marvin Moss Lane  
Wilmington, NC 28409

Daniel Brinn  
30 Oyster Creek Road  
Swan Quarter, NC 27885

David Kellam  
15 Bridge Road  
Wilmington, NC 28411

Debbie Smith  
16 Causeway Drive  
Ocean Isle Beach, NC 28469

Sandra Cross  
127 Acorn Lane  
Point Harbor, NC 27964

Mike Lopazanski  
106 Barringer Drive  
Newport, NC 28570

John Spruill  
2542 W Millpond Rd, Roper,  
NC 27970

Ryan Davenport  
154 Mimosa Blvd.  
Pine Knoll Shores, NC 28512

Kris Noble  
30 Oyster Creek Road  
P.O. Box 188

Dave Weaver  
4929 Pine Street  
Wilmington, NC 28403

John Ferrell  
624 Oyster Bay Drive  
Sunset Beach, NC 29468

Bobby Outten  
P.O. Box 1000  
Manteo, NC 27954

Webb Fuller  
P.O. Box 1003  
Nags Head, NC 27929

Kathleen Riely  
2516 Finkle Grant Dr.  
New Hill, NC 27562



Individuals who have been nominated for council membership:

Meghan Morgan  
146 Charleston Drive  
Grandy, NC 27939

Daniel Adams  
P.O. Box 5  
Burgaw, NC 28425

Frank Braxton  
112 Godwin Avenue  
Topsail Beach, NC 28445

Ivy Ingram  
P.O. Box 1719  
Kill Devil Hills, NC 27948



North Carolina Department of Environmental Quality | Division of Coastal Management  
Morehead City Office | 400 Commerce Avenue | Morehead City, North Carolina 28557  
252.515.5400



February 24, 2025

Dear Member of the Health Benefits Trust,

Earlier this month, the Risk Management Services Board of Trustees voted to close the Health Benefits Trust, also known as the Municipal Insurance Trust (the Trust), and wind down its operations effective June 30, 2025. Please know this decision was not made lightly and many factors contributed toward this end.

Since 1983, the Trust has provided North Carolina's local governments with employee health benefits, including medical, vision, dental and life insurance.

Nationally, health care costs—the prices of medical procedures and specialty drugs, for example—have skyrocketed. North Carolina is particularly sensitive to these rising costs; a recent report by Forbes ranked our state as having the highest health care costs of any other state.

In response to national trends and challenges faced by the Trust in recent years, the Board of Trustees has taken many steps to strengthen the Trust's financial footing, including conducting an extensive business review, modernizing underwriting practices, and enhancing marketing and customer service support to keep premiums competitive and members engaged. Unfortunately, despite these efforts, the Trust has been unable to maintain a consistent and sustainable membership base to offset growing claims expenses.

We understand this may create challenges, and we are here to support you. The Board of Trustees has taken measures to ensure the Trust provides a smooth transition of services for your employees. All claims filed through June 30, 2025, will be covered as usual. Further, RMS staff have been instructed to provide guidance on the next steps for your organization's search for replacement employee health benefits and wind-down of Trust coverages.

We have created a Frequently Asked Questions resource document for your review. Further, in the coming days and weeks, the RMS Health Benefits Trust and Business Services teams will make available resources that may help with securing alternative dental, vision, and/or life/disability coverage for your employees. For specific questions, please email [mit@nclm.org](mailto:mit@nclm.org).



## Menu

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« [Photo of the Day – Kona and Julia Share a Moment](#)

## Snowy Wagon Traveler's Thank You

Published February 15, 2025

*(Note: This is the letter I wrote to the folks of Hyde County and Lake Mattamuskeet, North Carolina thanking them for the generosity they showed mule Polly and me on my latest mule ramble. Lots more pics from our ramble at the bottom of this post. Bernie / RiverEarth.com)*





## **Mule Polly and I heading across the causeway (Lake Mattamuskeet, North Carolina / Tom Carmine photo)**

My mule Polly and I, Bernie Harberts, want to thank all the folks of Hyde County and the Lake Mattamuskeet area for their amazing generosity during our recent visit by covered wagon. The plan was to head off in our wagon with a film crew from PBS NC and learn more about Lake Mattamuskeet and Hyde County, from the oral stories about the lake's history to the birds that overwinter there.

The PBS NC film crew included Morgan Potts, Brooks Bennett, Mike Milstead, Emily Frachtling, and Sadie Maddock.

## **In for an Adventure**

A few hours after the film crew and I set off, as Betty Carawan was showing me her Mattamuskeet apple tree, heavy snow started falling. Mule Polly and I made it to the Fairfield United Methodist Church, where, the next morning, she and I woke to half a foot of snow on the ground.

That's when I knew Polly, the PBS NC film crew, and everyone I met along the way was in for an adventure.

That snowy start turned into an incredible visit to Lake Mattamuskeet and Hyde County. More than just an adventure, I gained a deep understanding of Lake Mattamuskeet, from the native American legend of its formation to the plans for the Mattamuskeet Lodge renovation. I also experienced the incredible generosity of the people I met, who provided me with everything from a pone bread and a pintail duck to hot water to soak Polly's grain. There's no other place in the world like Lake Mattamuskeet and Hyde County.

## **Thanks**

Thanks to the following for providing PBS NC with filming permission, clearances, access, permits and guidance:

-Kendall Smith, Sarah Toner and Madeline Was (Mattamuskeet National Wildlife Refuge)  
-Daron Barnes, Nick Shaver, Gator Ridgeway, Steven Brumfield, Brad Stoop, Stephen Pearce and Brian McCrae (NC Wildlife Resources Commission)

- Hyde County Historical Society
  - Lewis C. Forrest (for clearance to use photos and quotes from his book Lake Mattamuskeet: New Holland & Hyde County)
  - Edward Torres, Debbie Daughtry and Natalie Wayne (Mattamuskeet Lodge Society)

Thanks to everyone who kindly provided Polly and me with overnight accommodations. Not everyone can accommodate a mule and covered wagon, but these folks went out of their way to make it happen.

-Osprey Nest Campground  
-Fairfield Methodist Church  
-Carawan's Lakeside Motel  
-Mattamuskeet Lodge

Thanks, as well, to Martelle's Feed House in Engelhard and Harris Steak & Seafood House in Fairfield, where the crew warmed their toes and ate their weight in flounder and popcorn shrimp. Also, the Fairfield Gas Bar & Grill, which became the crew's go-to spot for lunches.

Finally, I want to thank Kelly Davis for introducing the PBS NC film crew and me to a fascinating group of residents from the Hyde County and Lake Mattamuskeet area. Sorry, Kelly, that Polly tromped on your daffodils.

## **What's Next**

I'm thrilled with the stories and scenes the PBS NC film crew captured in sight and sound. They endured ice and snow, frozen fingers and late nights on location that will make locals proud and those from away marvel. The

footage is currently being edited into an episode that will air on PBS NC and beyond this summer.

Thanks again for your generosity, great stories and all the lovely memories. Oh, and Polly says thank you for all the butter bread, crackers, and homegrown apples, which she now knows to call Skeet apples!

More about my Hyde County and Lake Mattamuskeet wagon ramble at my travel blog, [RiverEarth.com](http://RiverEarth.com). More about PBS NC at [pbsnc.org](http://pbsnc.org).

I look forward to letting you know when the episode airs.

See you up the road!

Bernie Harberts

## **Some Photos From Our Wagon Ramble**



**Polly grazing on the shore of Lake Mattamuskeet the day before we headed out on our ramble**





**Lake Mattamuskeet**





**The uncovered covered wagon. Though I occasionally refer to it as “my” wagon, it belongs to Ronald Hudson. Thanks, again, Ronald, for letting me use it on this ramble.**







Covering the wagon as Brooks Bennet with PBS NC films (PBS NC photo)

0:00 / 0:10

Rolling and filming!



**Thomas Midyette gifting mule Polly and me with collards and turnips from his garden. Thanks, Thomas!**



**A cold night aboard the wagon. Nights, temps dipped into the upper teens.**



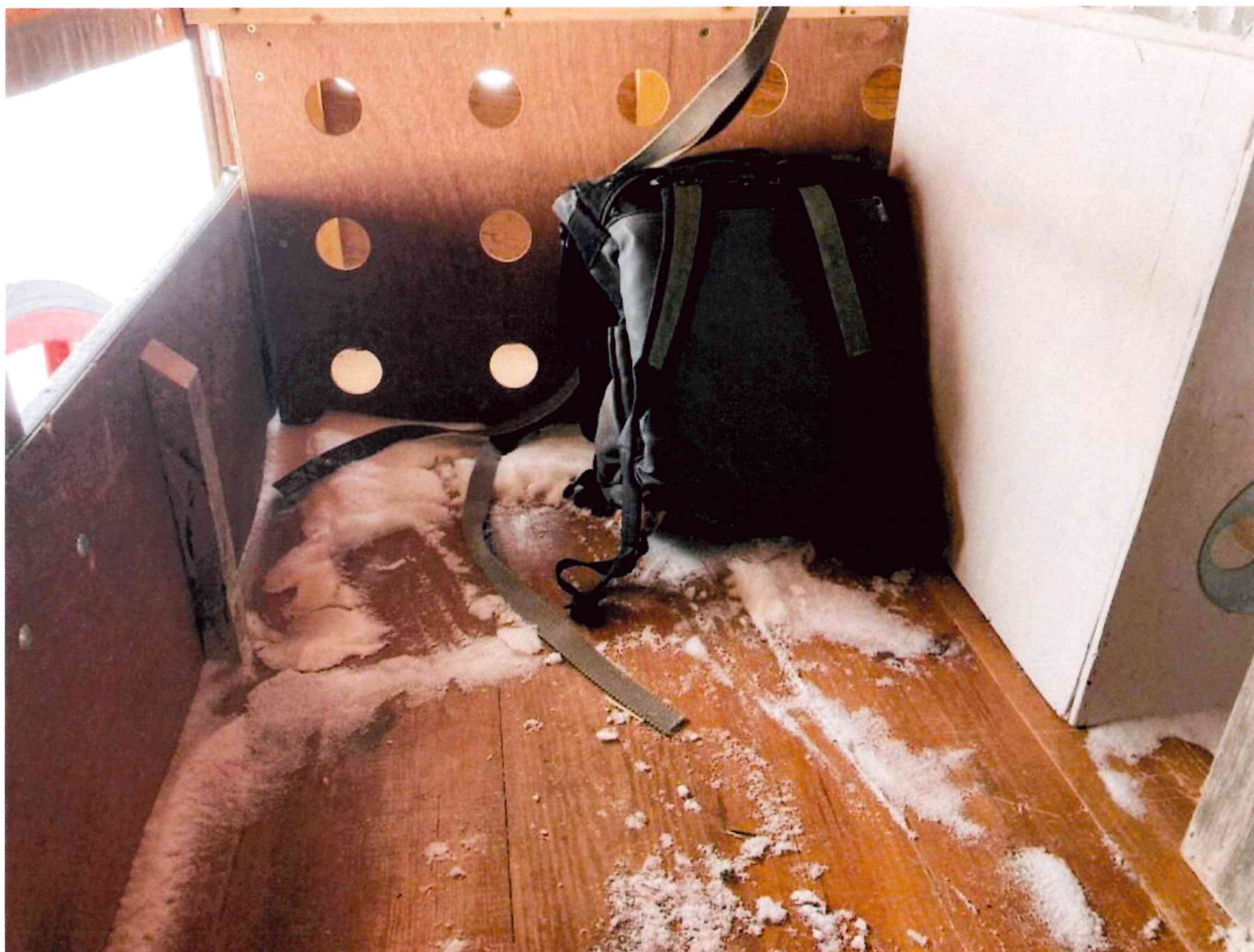


**Hunkered down in my wagon for the long night ahead**



The view from my bedroll





**A cold start to the morning**





**Polly cozy and warm in her two winter blankets next to the wagon (Tom Carmine photo)**



**No day for wagon travel. Polly and I got snowed in for a day at the Methodist church in Fairfield. This is how the road looked like out front of the church. By the next day, conditions had improved enough to proceed.**





Visitors



**Pascal Balance delivering hot chili and cornbread to Polly and me. Thanks, Pascal. Yes, I shared the cornbread with Polly!**





**An iced-up brake pad on the wagon**





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

- **Next meeting March 11 & 12, 2025 in Dare County** – watch the listserv for participation details!

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

- **Master Agreements** – are being circulated to local district offices... keep an eye on your Inbox for the next multi-year agreement.
- **Exciting Updates from Division of Soil & Water Conservation Training Team!** We're thrilled to announce the launch of [NCSWCTraining.org](https://www.ncagr.gov/divisions/soil-water-conservation), a new platform designed to empower conservation professionals across North Carolina. The website offers access to engaging courses, expert guidance, and interactive tools to support your work in soil and water conservation. Whether you're just starting your career or looking to enhance your skills, [NCSWCTraining.org](https://www.ncagr.gov/divisions/soil-water-conservation) has something for everyone.
- **New Employee Onboarding Pilot Program** - to streamline the onboarding process for new hires within soil and water districts. This program includes three key phases: orientation, role-specific training, and ongoing mentorship, ensuring new team members receive the support they need to succeed. A webinar was held on January 28th and provide managers with tools to effectively implement this program. If you would like access to the recorded webinar, please email [brandy.myers@ncagr.gov](mailto:brandy.myers@ncagr.gov).
- **Check out the Education Hub** - on [NCSWCTraining.org](https://www.ncagr.gov/divisions/soil-water-conservation) for expert-led courses, practical materials, and collaborative opportunities—empowering conservation professionals to make a lasting impact.
- **Upcoming Events:**
  - **Closing the Chapter: Alternative Lagoon Solutions Event (Postponed)**  
Due to the winter storm, this event has been rescheduled to February 7, 2025. Join us for valuable information and resources on sludge removal and disposal.  
*Date:* February 7, 2025 | *Time:* 9:00 AM - 2:00 PM  
*Location:* Lois G. Britt Agricultural Service Center, 165 Agriculture Dr., Suite B, Kenansville, NC  
[Register here](#)
  - **DSWC RUSLE2 Training (Postponed)**  
The RUSLE2 Training scheduled for January 30, 2025, has been postponed. Details on the rescheduled date will be announced in the coming weeks.
  - **Division Update Meetings**  
*Dates & Locations:*
    - Plymouth: February 4, 2025
    - Kenansville: February 12, 2025
    - Pittsboro: February 18, 2025
    - Statesville: February 25, 2025
    - Waynesville: February 26, 2025*Time:* 9:30 AM - 3:00 PM  
Learn about important updates and provide feedback.  
[Register here](#)
  - **Basic Training for Supervisors**  
*Dates & Locations:*
    - Pitt County Ag Center (Coastal Region): February 4, 2025
    - AB Tech-Mountain Facility (Mountain Region): February 18, 2025
    - Alamance SWCD Office (Piedmont Region): February 26, 2025*Time:* 9:00 AM - 3:00 PM  
Essential training on conservation practices, district operations, and legal responsibilities.  
[Register here](#)
  - **Grow More Event**  
*Date:* March 4, 2025 | *Location:* Raleigh, NC  
A community event focusing on conservation, sustainable gardening, and growing practices.  
[Register here](#)
  - **Project Learning Tree: Explore Your Environment K-8 Educator Workshop**  
*Date:* February 17, 2025 | *Location:* Pine Knoll Shores  
Learn how to deliver Project Learning Tree workshops and explore materials for K-8 educators.  
[Register here](#)



### NC Association of Soil and Water Conservation Updates – [www.ncaswcd.org](http://www.ncaswcd.org)

- **Feral Swine Trapping** – the State Vet Division is seeking assistance with getting traps they have purchased out on the landscape. Districts have a unique relationship with the landowners in their Districts and for years have proven to be a good connection point for getting issues addressed on private lands. With these relationships, the Association is asking Districts that would be willing to assist with housing and distributing the traps in their District to contact Bryan Evans and he will assist with the information on how to manage a trapping program. If your District is willing to participate in this program, or would consider participating, please email [ncaswcd@gmail.com](mailto:ncaswcd@gmail.com).

### National Association of Conservation Districts (NACD) Updates – [www.nacdnet.org/](http://www.nacdnet.org/)

Updates and opportunities are below:

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

### Highlights from SWCDs

- **Kathryn Reis (Randolph)** - The NRCS, USFS, Audubon and other organizations joined forces to create a website that helps forest landowners know when it is the best time to harvest timber, in terms of protecting wildlife diversity. The website discusses high-grading, forest regeneration, and invasive species. Check it out! <https://clickbeforeyoucut.org/>

### Upcoming Events

Feb 4 – Basic Training for Soil & Water Conservation District Supervisors, Coastal  
Feb 4 – Cost Share Division Update Meeting, Plymouth  
Feb 12 – Cost Share Division Update Meeting, Kenansville  
Feb 18 – Basic Training for Soil & Water Conservation District Supervisors, Mountain  
Feb 18 – Cost Share Division Update Meeting, Pittsboro  
Feb 20 – NCASWCD Area 5 Spring Meeting, Camp Cale, Hertford  
Feb 25 – Cost Share Division Update Meeting, Statesville  
Feb 26 – Cost Share Division Update Meeting, Waynesville  
Feb 26 – NCASWCD Area 7 Spring Meeting, Harnett County Resource Center and Library, Lillington  
Feb 26 – Basic Training for Soil & Water Conservation District Supervisors, Piedmont  
Feb 27 – NCASWCD Area 4 Spring Meeting, Warren County Armory Civic Center, Warrenton  
Mar 4 – NCASWCD Area 1 Spring Meeting, Western Regional Livestock Center, Canton  
Mar 5 – NCASWCD Area 8 Spring Meeting, Rural Hill Nature Preserve, Huntersville  
Mar 6 – NCASWCD Area 3 Spring Meeting, Carver Lake Venue, Prospect Hill  
Mar 6 – Eastern NC Farm Succession School, Kinston  
Mar 13 – NCASWCD Area 2 Spring Meeting, Cedar Rock Country Club, Lenoir  
Mar 25 – NCASWCD Area 6 Spring Meeting, Leland Cultural Arts Center, Leland  
Mar 27 – Western NC Farm Succession School, Canton



## Natural Resources Conservation Service (NRCS) Updates

Timothy Beard, State Conservationist Website: [www.nc.nrcs.usda.gov](http://www.nc.nrcs.usda.gov)



### ***Emergency Watershed Protection Program***

North Carolina has been granted an extension for sponsors who have been affected by Tropical Storm Helene to submit their applications. Currently, the NRCS state conservationist is accepting requests for assistance through **Feb. 28, 2025**.

Potential sponsors should reach out to their local NRCS office for additional program information including templates for preparing requests for assistance to NRCS.

Reminder that sponsors include:

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

### ***Grants and Technical Assistance Funding for Urban Agriculture and Innovative Production***

The Department of Agriculture (USDA) is providing a total of \$14.4 million in grants and technical assistance through two separately funded projects to support urban agriculture and innovative production. USDA's Office of Urban Agriculture and Innovative Production (OUAIP) is making available \$2.5 million for Urban Agriculture and Innovative Production (UAIP) grants, building on \$53.7 million invested in UAIP grant projects by OUAIP since 2020. In addition, USDA's Natural Resources Conservation Service (NRCS), which oversees OUAIP, is providing \$11.9 million in funding through an interagency agreement with the National Institute of Food and Agriculture (NIFA) to promote the hiring of Urban Agriculture Conservation Extension Educators through the Cooperative Extension programs at Land-grant Universities.

Recipients of UAIP competitive grants, including community gardens and nonprofit farms, will increase food production and access in economically distressed communities, provide job training and education, and allow partners to develop business plans and zoning proposals. The program supports a wide range of activities through grants that include planning and implementation activities. Planning activities initiate or expand efforts of farmers, gardeners, citizens, government officials, schools and other stakeholders in urban areas and suburbs, while implementation activities accelerate existing and emerging models of urban, indoor and other agricultural practices that serve farmers and communities. USDA will accept applications on [Grants.gov](https://www.usda.gov/grants) until 11:59 p.m. Eastern Time on **Mar. 10, 2025**.



To find your local service center, use our locator tool at [USDA Service Center Locator](https://www.usda.gov/service-center-locator).

**North Carolina  
Natural  
Resources  
Conservation  
Service**

USDA is an equal opportunity provider, employer, and lender.



***STEM East and Eastern North Carolina School Districts attending Strategic Planning Institute at the Smithsonian Science Education Center***

Eastern North Carolina – [February 24, 2025] – STEM East, an initiative of NC East Alliance, is partnering with eight STEM East member school districts to participate in the Strategic Planning Institute (SPI) hosted by the Smithsonian Science Education Center in Washington, DC. From February 24-28, 2025, educational leaders from across eastern North Carolina will convene at the National Museum of the American Indian on the Smithsonian National Mall for an intensive, week-long strategic planning program. The Strategic Planning Institute provides school district leaders with the tools and expertise necessary to develop and implement comprehensive STEM education strategies. Throughout the week, teams will evaluate their district's current STEM programming, align their curricula with regional workforce needs, and foster stronger community and industry partnerships. The ultimate goal is to create sustainable improvements in STEM education that enhance student engagement and prepare the next generation for high-demand careers in eastern North Carolina.

"Hyde County Schools is excited to partner with STEM East, the North Carolina Science, Mathematics, and Technology Education Center (NCSMT), and the Smithsonian Science Education Center to strengthen STEM education for our students," said Dr. Melanie R. Shaver, Superintendent of

Hyde County Schools. “By aligning our district’s efforts with regional workforce needs and leveraging community partnerships, we are committed to ensuring that our students are prepared for the opportunities of tomorrow. This collaboration will allow us to build a strategic and sustainable STEM foundation that connects learning in the classroom to real-world applications, empowering our students in rural, Northeastern North Carolina to become our region’s future innovators and problem-solvers.”

By participating in the Strategic Planning Institute, these school districts are taking a proactive approach to strengthening STEM education, bridging the gap between classroom learning and workforce needs, and fostering a culture of innovation and career readiness. The Smithsonian Science Education Center’s guidance and resources will support these districts in developing actionable plans that align with best practices, industry trends, and community-driven STEM initiatives.

Bruce Middleton, Executive Director, STEM East Dr. Patrick Miller, Director of District Engagement and Support, STEM East, and Dr. Ethan Lenker, Director of Industry Engagement and Support, STEM East are all attending the SPI along with the STEM East member school district representatives. “The Strategic Planning Institute allows our school districts to engage in critical discussions that will shape the future of STEM education in our region,” said Bruce Middleton, Executive Director of STEM East. “By collaborating with the Smithsonian Science Education Center and our local industry partners, we are ensuring that our students are equipped with the skills, knowledge, and opportunities they need to thrive in the workforce.”

The following STEM East member school districts are participating in the SPI: Wilson County Schools, Nash County Public Schools, Martin County Schools, Edenton-Chowan Public Schools, Edgecombe County Public Schools, Wayne County Public Schools, Hyde County Schools, and Elizabeth City-Pasquotank Public Schools.

Following the Strategic Planning Institute, STEM East and participating school districts will begin implementing their strategic STEM action plans, working alongside local industries, educators, and workforce development organizations to drive meaningful, long-term improvements in STEM education throughout eastern North Carolina.

This partnership exemplifies STEM East and NC East Alliance's commitment to building a strong, sustainable STEM education pipeline, ensuring that eastern North Carolina's students are prepared for the challenges and opportunities of the future.

#### About NC East Alliance & STEM East

STEM East is an education and workforce development initiative of NC East Alliance, a regional economic development organization dedicated to promoting growth in eastern North Carolina. Through education-industry partnerships, strategic planning, and workforce training, STEM East ensures that students are equipped with the skills and opportunities needed to excel in high-growth STEM industries. The NC East Alliance model of combining economic development, education, workforce development, and marketing is a unique and innovative solution for rural economic development.

NC East Alliance | 708 D Cromwell Dr. Greenville, NC | [www.nceast.org](http://www.nceast.org)

**\*\*Richard Mann, Hyde County Clerk to the Board, attended this event on behalf of the Hyde County Government in partnership with Hyde County Schools.**



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Bruce Middleton, Executive Director, STEM East Dr. Patrick Miller, Director of District Engagement and Support, STEM East, and Dr. Ethan Lenker, Director of Industry Engagement and Support, STEM East are all attending the SPI along with the STEM East member school district representatives. "The Strategic Planning Institute allows our school districts to engage in critical discussions that will shape the future of STEM

education in our region,” said Bruce Middleton, Executive Director of STEM East. “By collaborating with the Smithsonian Science Education Center and our local industry partners, we are ensuring that our students are equipped with the skills, knowledge, and opportunities they need to thrive in the workforce.”

The following STEM East member school districts are participating in the SPI: Wilson County Schools, Nash County Public Schools, Martin County Schools, Edenton-Chowan Public Schools, Edgecombe County Public Schools, Wayne County Public Schools, Hyde County Schools, and Elizabeth City-Pasquotank Public Schools. Following the Strategic Planning Institute, STEM East and participating school districts will begin implementing their strategic STEM action plans, working alongside local industries, educators, and workforce development organizations to drive meaningful, long-term improvements in STEM education throughout eastern North Carolina. This partnership exemplifies STEM East and NC East Alliance’s commitment to building a strong, sustainable STEM education pipeline, ensuring that eastern North Carolina’s students are prepared for the challenges and opportunities of the future.

### **About NC East Alliance & STEM East**

STEM East is an education and workforce development initiative of NC East Alliance, a regional economic development organization dedicated to promoting growth in eastern North Carolina. Through education-industry partnerships, strategic planning, and workforce training, STEM East ensures that students are equipped with the skills and opportunities needed to excel in high-growth STEM industries. The NC East Alliance model of combining economic development, education, workforce development, and marketing is a unique and innovative solution for rural economic development.

NC East Alliance | 708 D Cromwell Dr. Greenville, NC | [www.nceast.org](http://www.nceast.org)



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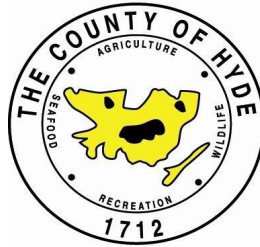
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## Hyde County Urgent Repair Program 2023 - Human Interest Story January 21st, 2025

Hyde County has recently completed the 2023 Urgent Repair Grant Program repairing 7 homes of very low income, elderly or disabled homeowners. A total of \$77,486 was invested by the NC Housing Finance Office through the program.

One homeowner assisted in this project of Swan Quarter, NC, lives alone but leads an active lifestyle and enjoys gardening and being outdoors. Her back porch collapsed at the preconstruction conference meeting at her house while Hyde County's Chief Building Inspector, stood on it. It was clear that her front and back porches required immediate attention to keep her safe in her home. For her rehabilitation project, the front and back porch was replaced, and an accessibility ramp was installed. The rehabilitation has improved the life of the homeowner by allowing her to feel safe and confident when entering and exiting her home, and allowing her ample space to spend time outdoors.

This project was administered by the Grants Coordinator, Hannah Elkins and LEAD for NC Fellow, Alex Beddick.

Hyde County takes applications for this grant each year and has submitted an application for the upcoming URP cycle, however was not selected for the 2026 cycle.