

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Chairman Pugh
Attachment: No

ITEM TITLE: OPENING

SUMMARY: Call to Order
Prayer
Pledge of Allegiance

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Chairman Pugh
Attachment: Yes

ITEM TITLE: CONSIDERATION OF AGENDA

SUMMARY: Attached is the proposed Agenda for October 2nd, 2023.

RECOMMEND: Review, Amend and Approve.

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

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

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

AGENDA

HYDE COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING

MONDAY, NOVEMBER 6TH- 6:00 PM

CALL TO ORDER

CONSIDERATION OF AGENDA

CONSIDERATION OF MINUTES

- SEPTEMBER 25TH, SPECIAL MEETING MINUTES
- OCTOBER 2ND, REGULAR MEETING MINUTES

PUBLIC HEARING

- Call for Public Hearing for the 2024 Schedule of Values, Standards, & Rules

PRESENTATIONS

- 1) 2022 State of the County Health Report..... Anna Schafer
Public Health Educator II
- 2) 2023 Red Ribbon Week Photo Contest.....Mike Wheeler
Hyde Health Department, Substance Abuse Counselor
&
Jonna Lane Williams, Mattamuskeet Middle School Student
- 3) Tax Collections..... Donnie Shumate
● Report – October 2023 Tax Administrator

EMPLOYEE/ VOLUNTEER/ FRIEND OF HYDE COUNTY Sherry Nelson
Veterans Services Officer

In support of military veterans statewide and across the country, this Veterans Day, the NCACC joins the National Association of Counties (NACC) and the National Association of County Veteran Service Officers (NACVSO) in inviting North Carolina counties to join Operation Green Light. This initiative shows support for veterans by lighting county buildings and infrastructure green for the month of November.

In addition, the NCACC has encouraged all 100 counties to adopt the attached resolution in support of North Carolina Veterans.

1) Resolution Supporting Operation Green Light

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) Appointments.....Kris Cahoon Noble
County Manager
- 2) Ocracoke Stormwater Request for Qualifications Award for LASII.....Daniel Brinn
Water and Flood Coordinator
- 3) FMAG 5161-0004 PBO.....Kris Cahoon Noble
County Manager
- 4) ABC Building Lease.....Kris Cahoon Noble
County Manager
- 5) CDBG-NR Legal Services Award.....Hannah Elkins
Grant Administrator
- 6) CDBG-NR 21C4028 Sole Source Procurement.....Hannah Elkins
Grant Administrator
- 7) CDBG-NR 21C4028 Contract.....Hannah Elkins
Grant Administrator
- 8) FEMA HMGP Project 4393-0089-R MOA.....Hannah Elkins
Grant Administrator
- 9) Ocracoke Fireworks 2024 Sponsorship.....Kris Cahoon Noble
County Manager
- 10) Audit Response.....Kris Cahoon Noble
County Manager

BUDGET MATTERS

- Health Department

- Sheriff's Office
- Ocracoke Tram Fund

MANAGEMENT REPORTS

PUBLIC COMMENTS

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

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

ADJOURN

SUPPLEMENTAL INFORMATION

Informational Items

- 1) Lake Mattamuskeet Proposed Cyanobacteria Treatment
- 2) Davis School- National Register of Historic Places
- 3) Hyde SWCD- NC Agriculture Cost Share Program
- 4) Right Whale Update
- 5) Cooperative Extension Commissioner Report

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Clerk to the Board
Attachment: Yes

ITEM TITLE: CONSIDERATION OF MINUTES

SUMMARY: Attached are the September 25th Special Meeting and the October 2nd, 2023 Regular Meeting Minutes.

RECOMMEND: REVIEW, AMEND, AND APPROVE

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

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

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

REGULAR MEETING MINUTES
HYDE COUNTY BOARD OF COMMISSIONERS
Monday, September 25th, 2023

Following the opening prayer by Commissioner Simmons and pledge of allegiance, Chairman Pugh called the September 25th, 2023 Special Meeting of the Hyde County Board of Commissioners to order at 8 a.m., in the Hyde County Government Center Multi-Use Room.

The following members were present on the mainland: Chairman Earl Pugh Jr.; Vice Chairman Shannon Swindell; Commissioner Ben Simmons; Commissioner Jan Moore; Attorney Franz Holscher; County Manager Kris Cahoon Noble; Clerk to the Board Richard Mann; and Tax Administrator/IT Director Donnie Shumate. Commissioner Randal Mathews and Ocracoke Liaison Teresa Adams were present in Ocracoke.

The meeting was live-streamed via the Hyde County Facebook page. Video is also available on Facebook for download to a personal device.

CONSIDERATION OF AGENDA:

Vice Chairman Swindell moved to approve the Monday, September 25th, 2023 Meeting Agenda as presented by County Manager Kris Cahoon Noble. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Moore, and Mathews; Nays – None; Absent or not voting – none.

PRESENTATIONS:

Hyde County FY 2021-2022 Audit Presentation:

Mr. Alan Thompson with Thompson, Price, Scott, Adams & Company presented the Hyde County FY 2021-2022 audit findings. Mr. Thompson reported the notable factor of the findings was the lack of capacity and ability to segregate duties within the Finance Department. Therefore, additional capacity and the segregation of duties were prescribed to decrease the chances of late future audits. However, Mr. Thompson reported that the County appears to be on a better track in regard to completing audits in a timely manner.

Mr. Thompson further reported that the County had roughly \$9 million in its general fund which is an increase from years past but it is down \$1.2 million in the interim. However, project funds, such as Dorian reimbursements, have yet to be released by the State which should show a resurgence of the general fund.

Commissioner Simmons asked if the \$1.2 million decrease was due to special segregated funds being used for specific departments and projects which were agreed upon by the Board.

Finance Officer Corrine Gibbs reported that special segregated funds were pulled from the general fund for specific purposes, and the County is currently expecting a \$1.3 million Hurricane Dorian reimbursement check from the State's Treasury which will give the general fund a healthy increase level.

Commissioner Simmons stated that he thinks the County has made progress over the years and is in a healthier financial position.

Chairman Pugh expressed that many of these findings have always been an issue, such as the lack of capacity and inability to segregate duties, and this is a problem for many rural counties. Chairman Pugh further expressed that operating a county is very similar to a private business model and inflation has taken a huge toll on the cost of operations for the county.

County Manager Kris Cahoon Nobel reported that the County has sixty days to respond to the Local Government Commission in regard to the audit findings. Manager Noble also expressed that the NCACC will be helping Hyde County within the Finance Department to help write a policies and procedures manual to help achieve a policy for the segregation of duties.

Amendment to the Audit Contract:

County Manager Kris Cahoon Noble presented the contract amendment for audit accounts for the fiscal year ending 06/30/22. This amendment modifies the date the audit is being submitted to the Local Government Commission from October 31, 2022, to September 20, 2023.

Vice Chairman Swindell moved to approve the amendment to the audit contract. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Moore, and Mathews; Nays – None; Absent or not voting – none.

Contract to Audit Accounts:

County Manager Kris Cahoon Noble presented the contract that authorizes Thompson, Price, Scott, Adams & Co, P.A. to complete Hyde County's audit for the fiscal year ending 6/30/2023. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of Hyde County.

Vice Chairman Swindell moved to approve the audit contract with Thompson, Price, Scott, Adams & Co, PA for the fiscal year ending 6/30/2023. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Moore, and Mathews; Nays – None; Absent or not voting – none.

ITEMS OF CONSIDERATION:

1) Resolution Requesting Shrimp Fishery Disaster:

County Manager Kris Cahoon Noble, a Board Member of the North Carolina Fisheries Association, reported that at the September 12th, 2023 North Carolina Fisheries Association Board Meeting, the group reviewed and discussed a Federal Disaster Claim being requested by the Southern Shrimpers Alliance to compensate those affected within the shrimping industry for this year's economically disastrous shrimp season.

The President and Executive Director of the NC Fisheries Association have requested the NC Division of Environmental Quality and the Governor's Office to request this on a state level. The NCFA would like to draw attention to the sheer volume of imported shrimp allowed to be sold in this country and how those imports impact our domestic shrimp markets and in turn, our communities.

Vice Chairman Swindell moved to approve the resolution requesting the shrimp fishery be labeled a disaster. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Moore, and Mathews; Nays – None; Absent or not voting – none.

2) Ratify State of Emergency (TS #16 - Ophelia):

County Manager Kris Cahoon Noble recommended that the Board ratify the State of Emergency concerning Tropical Storm Ophelia which was approved on Sept. 21, 2023. Manager Noble reported that the County did experience minor flooding; however, the impact was minimal.

Commissioner Simmons moved to ratify the State of Emergency (TS #16 - Ophelia). Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Moore, and Mathews; Nays – None; Absent or not voting – none.

County Manager Kris Cahoon Noble also recommended that the Board should approve the termination of the State of Emergency for (TS #16 - Ophelia).

Commissioner Simmons moved to terminate the State of Emergency (TS #16 - Ophelia). Vice Chairman Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Moore, and Mathews; Nays – None; Absent or not voting – none.

3) LASII Funding Resolution:

Hyde County Water and Flood Control Coordinator Daniel Brinn presented the resolution that will allow Hyde County to apply for LASII grant funding which would be used within Fairfield Drainage District No. 7. If secured this funding requires no grant match and can be used for

construction, planning, or further study funding. It was further reported the maximum funding asked through the grant is five million per entity, and applications are due October 2nd.

Commissioner Simmons moved to approve the LASII Funding Resolution. Vice Chairman Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Moore, and Mathews; Nays – None; Absent or not voting – none.

4) MOA - Coastal Federation and Hyde County:

Hyde County Water and Flood Control Coordinator Daniel Brinn presented Addendum #4 to the original MOA between Hyde County and the North Carolina Coastal Federation which reflects an additional 24-month no-cost extension of the project management services Coastal Federation provides to Hyde County in regards to the Lake Mattamuskeet Watershed Restoration Plan.

The new agreement's end date will be September 30, 2025, and no other aspect of the original contract shall be modified.

Commissioner Simmons moved to approve the MOA between Coastal Federation and Hyde County. Vice Chairman Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Moore, and Mathews; Nays – None; Absent or not voting – none.

5) Hyde County Tax Office Restructuring:

County Manager Kris Cahoon Noble reported that in July 2023, the Tax Administrator and herself worked together to bring a job description to the Board to fill a vacant position within the Tax Department. A job description titled Land Records Manager/Real Property Appraiser was developed and approved by the Board.

After extensive advertisement and interviews, the Manager and Tax Administrator along with the Assistant Tax Administrator, found the job description required such diverse skill sets and the duties could be divided into two categories to support the goals of the Tax Department.

Manager Noble further expressed the existing position can be filled with slight changes to the job description reflecting the additional job functions. A contract for services will secure the services needed for a Real Property Appraiser. This contract for services is attached. The scope of the work for the contract includes but is not limited to services the County would have required this fiscal year and are currently budgeted to complete so no additional funding is required along with no budget increase to incorporate these changes.

Commissioner Moore moved to approve the job description for the new proposed Land Record Manager / IT Support Technician. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Moore, and Mathews; Nays – None; Absent or not voting – none.

Commissioner Simmons moved to approve the contract for services Real Property Appraiser. Vice Chairman Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Moore, and Mathews; Nays – None; Absent or not voting – none.

6) EMS Administrative Assistant Job Description:

County Manager Kris Cahoon Noble reported that after closer examination of the current EMS Administrative Assistant Job Description and job functions that are needed to operate effectively, the existing job description has been modified to include additional duties. New duties and responsibilities include not only supporting the EMS Chief but in addition will serve as a liaison to the Finance and Accounting Departments.

This position is budgeted for in the existing budget and no additional county appropriation is required. These changes ensure EMS financial administration is more effectively coordinated with the Finance Office while also adding capacity which has been recommended by the LGC, NCACC, and auditors.

Vice Chairman Swindell moved to approve the EMS Administrative Assistant Job Description. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Swindell, Simmons, Moore, and Mathews; Nays – None; Absent or not voting – none.

BUDGET MATTERS:

NONE

ADJOURN:

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

The meeting adjourned at 9:24 a.m.

Respectfully submitted:

Minutes approved on the 6th day of November 2023.

Attest:

Richard Mann
Clerk, Hyde County Board of Commissioners

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

Attachments:

- A. Resolution Requesting Shrimp Fishery Disaster*
- B. Proclamation: State of Emergency TS #16 Ophelia*
- C. LASII Funding Resolution*

REGULAR MEETING MINUTES
HYDE COUNTY BOARD OF COMMISSIONERS
Monday, October 2nd, 2023

Following the opening prayer by Commissioner Moore and pledge of allegiance, Chairman Pugh called the October 2nd, 2023 Regular Meeting of the Hyde County Board of Commissioners to order at 6 p.m., in the Hyde County Government Center Multi-Use Room.

The following members were present on the mainland: Chairman Earl Pugh Jr.; Commissioner Jan Moore; Attorney Franz Holscher; County Manager Kris Cahoon Noble; Clerk to the Board Richard Mann; and Tax Administrator/IT Director Donnie Shumate. Commissioner Randal Mathews and Ocracoke Liaison Teresa Adams were present in Ocracoke.

Vice Chairman Swindell and Commissioner Simmons were absent.

The meeting was live-streamed via the Hyde County Facebook page. Video is also available on Facebook for download to a personal device.

CONSIDERATION OF AGENDA:

County Manager Kris Cahoon Noble presented the agenda with two revisions. The presentation “2022 State of the County Health Report” will be tabled until the November meeting, and the items being presented by Health Director Luana Gibbs will now be presented by Manager Noble.

Commissioner Moore moved to approve the Monday, October 2nd, 2023 Meeting Agenda as presented by County Manager Kris Cahoon Noble. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

CONSIDERATION OF MINUTES:

Commissioner Moore moved to approve the September 6th Regular Meeting Minutes as presented. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

PRESENTATIONS:

Hyde County 2024 Schedule of Values:

Gary Piner and Alfred Gilligan of Piner Appraisal presented the proposed 2024 Schedule of Values. The schedules include the valuations and procedures used to appraise real property in Hyde County and are based on current market values.

Mr. Piner reported that a range of work has been completed to insure Hyde County has a schedule of values that best represents its present status.

As Mr. Gilligan reported there is a process that must be followed to achieve the revaluation process. The 2024 Schedule of Values must be open for public review and display and a public hearing must be held before the procedure can be adopted.

Chairman Pugh asked when the actual revaluation figures of all property would be available.

Mr. Gilligan estimated that values will be sent out to property owners around January and the values can be used for next year's property taxes.

Tax Administrator and IT Director Donnie Shumate reported that these schedules of values do not include market value and only serve a template or base appraisal for property. Mr. Shumate also added that the current appraisal schedule being used by the County is from 2017.

Manager Noble expressed the importance of this reevaluation when it comes to establishing value of future builds within the County.

Hyde County Equity Advisory Council (EAC) & Survey:

Chair Phillip Holloway & Vice Chair Julio Morales of the Hyde County Equity Advisor Council (EAC) shared the mission, vision, and work of the Council, as well as reported on the 2023 Hyde County Equity Survey findings.

It was reported that the EAC consists of thirteen members from historically marginalized groups and Hyde EAC aims to educate and make a difference in our rural communities. The EAC aims to promote outreach through social media, public advertisements, and places of worship.

The Board thanked the Chair and Vice Chair of the EAC for their dedication and service.

Tax Collections:

Tax Administrator Donnie Shumate presented the September Tax Report and reported that prior year collections were up and standard. Mr. Shumate further reported that property taxes and Fairfield Drainage taxes would be released and mailed out soon.

Manager Noble reported that property taxes and personal business taxes separately, so property taxes could be published sooner.

Commissioner Moore moved to accept the Tax Report as presented. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swidell and Simmons.

PUBLIC COMMENTS:

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

ITEMS OF CONSIDERATION:

1) Appointments:

Plat Review Officers

County Manager Kris Cahoon Noble reported that after the completion of a Plat Review Officer Workshop offered by the NC Secretary of State Land Records on September 14th, 2023, it is her recommendation that Hyde County's LFNC Fellow Seth Moore, Grant Administrator Hannah Elkins, and Clerk to the Board Richard Mann be appointed as Hyde County Plat Review Officers. Currently, Hyde County only has two acting plat review officers.

Commissioner Mathews moved to approve the Plat Review Officer appointments. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

Ocracoke Tourism Development Authority

County Manager Kris Cahoon Noble reported that the Ocracoke Tourism Development Authority requests and recommends that the Hyde County Board of Commissioners appoint BJ Oelschlegel to a three year appointment on the TDA Board.

Commissioner Mathews moved to appoint BJ Oelschlegel to the Ocracoke Tourism Development Authority. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

Hyde County Board of Health Appointment

County Manager Kris Cahoon Noble reported Gabby Russ is eligible and willing to serve a second three-year term to the Board of Health, and the Board of Health is seeking approval.

Commissioner Moore moved to reappoint Gabby Russ to the Hyde County Board of Health. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

2) Hyde County Health Department - Debt Setoff:

County Manager Kris Cahoon Noble reported that Hyde County Health Department transfers debts over \$50 outstanding for 60 days or greater, to Debt Set Off. Any tax refund or lottery winnings of the client are recouped through this program. The Hyde County Health Department is seeking the Board of Commissioners approval to move forward.

Commissioner Moore moved to approve the Hyde County Health Department - Debt Setoff. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

3) Hyde County Health Department - Bad Debt Write Off:

County Manager Kris Cahoon Noble reported that the Hyde County Health Department writes off debt that has been uncollectable for one year, and Board approval is sought for the write off.

Commissioner Mathews moved to approve the Hyde County Health Department Bad Debt Write Off. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

4) Fee Schedule Changes to Clinical Rates:

County Manager Kris Cahoon Noble reported that Flu Shot rates have been set for FY 2023-24 and need approval. This is typically not determined until flu vaccines are made available to know current pricing.

Commissioner Moore moved to approve the Fee Schedule Changes to Clinical Rates. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

5) Environmental Health Rate Changes:

County Manager Kris Cahoon Noble reported that per General Statute, rates have changed for certain fees Engineered Option Permits, Improvement Permits by Licensed Soil Scientists, Construction Authorization by Licensed Soil Scientists, and Improvement Permit/Construction by Licensed Soil Scientists.

It was further reported that the Contract with Operator and Drainage System Annual Inspection Fees for Public Management Entity Program have been eliminated.

Commissioner Moore moved to approve the Environmental Health Rate Changes. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

6) Cooperative Extension Updated MOA:

Hyde County Cooperative Extension Director Natalie Wayne reported that North Carolina Cooperative Extension has recently updated their Memorandum of Agreements between their organizations and the counties they serve. The updated MOA has little change; however, the new agreement aims to fortify past understandings. Under a lock-in agreement with NC Cooperative Extension, counties agree to fund salary adjustments, increases and bonuses and promotions earned according to the current percentage of employee salaries. Counties that are not lock-in are encouraged to fund state increases, bonus and promotions earned. In both scenarios, counties may include Extension employees in any county increases, longevity or raises at any time. Director Wayne reported that Hyde County will not have a lock-in agreement.

Commissioner Moore moved to approve the Cooperative Extension Updated MOA. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

7) Hyde County Airport Construction - PBO:

County Manager Kris Cahoon Noble reported the proposed project budget ordinance reflects the \$11,447,909 of anticipated funding to complete the Hyde County Airport Runway 11-29 Extension & Turnarounds, Runway Rehabilitation & PAPI Replacement.

Commissioner Mathews moved to approve the Hyde County Airport Construction-PBO. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

8) Dredging Letter to Federal Representatives:

County Manager Kris Cahoon Noble presented the letter written by Commissioner Mathews which aims to describe the dire condition of the Hatteras ferry route. Hopefully, this letter will gain attention on the federal level and encourage the USACE to keep the channel open between Hatteras and Ocracoke Island.

Commissioner Mathews moved to approve the Dredging Letter to the Federal Representatives. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

9) Congressman Dr. Greg Murphy - Proposed Legislation:

County Manager Kris Cahoon Noble presented the legislation, Congressman Dr. Greg Murphy's office is considering in regard to the National Flood Insurance Program (NFIP). If a homeowner is

covered under the NFIP, NFIP could pay the homeowner up to \$250K to have the home relocated or demolished if condemned by authorities (county/local) due to shoreline erosion.

Manager Noble asked the Board if they would support the legislation.

Commissioner Mathews moved to support the legislation from Congressman Dr. Greg Murphy's office. Commissioner Moore seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

BUDGET MATTERS:

Hyde County Finance Officer Corrinne Gibbs presented the End of the Fiscal Year Finance Report, 22-23 Budget Revisions, and the 23-24 Budget Revisions.

Commissioner Moore moved to approve the 22-23 Budget Revisions. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

Commissioner Moore moved to approve the 23-24 Budget Revisions. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Moore, and Mathews; Nays – None; Absent or not voting – Swindell and Simmons.

Finance Officer Gibbs explained that the End of the Fiscal Year Finance Report is current as of June 30th, 2023.

MANAGEMENT REPORTS:

Commissioner Randal Mathews- reported that he had recently attended the Regional Planning Organization through the Albemarle Commission that focuses on strategic planning in regards to transportation matters. Commissioner Mathews explained the organization is made up of ten counties that prioritize DOT projects that are moving within the planning pipeline.

Commissioner Mathews expressed that he was glad to see the DOT ferry budget had been increased in the newly passed North Carolina State Budget but pointed out that the increase did not necessarily pertain to the maintenance of ferry channels.

Commissioner Mathews also thanked Emergency Management Director Joey Williams for his work during Tropical Storm Ophelia.

Commissioner Jan Moore- also announced she had attended both DSS and Health Board meetings. Commissioner Moore further reported that she had attended a meeting headed by Hyde County DSS Director Laurie Potter in regards to the prospects of opening a behavioral health center for foster children which could be shared by surrounding counties. Twenty three counties were invited to the meeting but seven showed up; however, many of the counties not able to attend had voiced significant interest in the opportunity to help achieve a regional center.

Commissioner Moore also reported she had attended a Senior Tarheel Public Relations meeting along with two meetings regarding Governor Cooper's initiative "All Ages, All Stages NC: A Roadmap for Aging and Living Well" which is a public-nonprofit-business collaboration that will encompass and push similar priorities as the Senior Tarheel organization. The organization has two meetings a month until a final presentation is presented to Governor Cooper in February.

Commissioner Moore also voiced that the Med-Assistance Pharmacy Program would be visiting on October 20th at O.A. Peay and free over-the-counter medicine will be available at the event, and many local organizations were pledging to help with the event.

Chairman Earl Pugh Jr.- reported that his Albemarle Commission meeting had been canceled and had no further information to report.

County Manager Kris Cahoon Noble- reported that Ocracoke would also be able to take advantage of the Med-Assistance Pharmacy Program, because Ocracoke Liaison Teresa Adams would be providing the opportunities of the program on Ocracoke Island.

Manager Noble also brought attention to the newly released Red Wolf Conservation Plan in the agenda's information items.

Manager Noble also reported the Government Center would be closed during the installation of the new heating and air systems being installed on the Government Center roof, and further information would be publicized in regard to services.

PUBLIC COMMENT:

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

ADJOURN:

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

The meeting adjourned at 7:23 p.m.

Respectfully submitted:

Minutes approved on the 6th day of November 2023.

Attest:

Richard Mann
Clerk, Hyde County Board of Commissioners

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

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Kris Cahoon Noble, County Manager
Donnie Shumate, Tax Administrator
Attachment:

ITEM TITLE: PUBLIC HEARING: 2024 SCHEDULE OF VALUES,
STANDARDS, AND RULES

SUMMARY: The proposed schedule of values, standards, and rules to be used for the 2024 tax revaluation in appraising real property in Hyde County has been submitted to the Hyde County Board of Commissioners. These schedules, standards, and rules are available for public inspection on our website or in the Board Clerk's Office located on the 1st floor of the Government Center, 30 Oyster Creek Rd, Swan Quarter, NC, Monday through Friday between 8:00am and 5:00pm.

The public hearing on the proposed schedules, standards, and rules will be held on Monday, November 6, 2023, during the regular Board of Commissioners meeting in the Multipurpose Room of the Government Center. The public hearing shall be held at least seven days before adopting the final schedules, standards, and rules.

Notice of the public hearing was given in accordance with N.C.G.S. 105-317.

RECOMMEND: HOLD PUBLIC HEARING

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

MOTION SECONDED BY: ☐ PUGH
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☐ MOORE

VOTE: ☐ PUGH
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☐ SWINDELL
☐ MOORE

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Anna Schafer, Public Health Educator II
Attachment: Presentation at Meeting

ITEM TITLE: 2022 State of the County Health Report

SUMMARY: The presentation will cover a range of topics all concerning the overall health of Hyde County's population.

RECOMMEND: RECEIVE PRESENTATION

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

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

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Mike Wheeler, Hyde Health Department, Substance Abuse Counselor
Jonna Lane Williams, Mattamuskeet Middle School Student
Attachment: Yes

ITEM TITLE: 2023 Red Ribbon Week Photo Contest

SUMMARY: The 2023 Red Ribbon Week Theme is, "Be Kind to Your Mind. Live Drug Free." This year's theme is a reminder that everyday Americans across the country make significant daily contributions to their communities by being the best they can be because they live Drug-Free!

Each year, the National Family Partnership sponsors the Red Ribbon Week Contests including a theme contest and photo contest. This year's theme was chosen because it encourages us to do our individual parts to keep our communities safe, healthy and drug free. All segments of the community, health care workers, police officers, educators, school bus drivers, parents... people just like you and me, are examples of what we can achieve through self-dedication, care, and commitment. The theme encourages everyone to use their voice to make a difference no matter who they are, where they're from or what they do.

This year a Mattamuskeet Middle School Student, Jonna Lane Williams of Swan Quarter is entering the Red Ribbon Photo Contest for a chance to win \$1,000 for her school. Jonna is entering under the category "Best Use of Family and Community," in a photo chosen with the Hyde County Sheriff's Department. Community support for Jonna was overwhelming with Hyde County Sheriff's Deputies, Hyde County EMS, the Chairman of the Hyde County Board of Commissioners, the Swan Quarter Volunteer Fire Department and many friends and family members supporting her. Her largest supporter in this endeavor was Mike Wheeler, Hyde County Health Department's Substance Abuse Counselor and local pastor.

RECOMMEND: RECEIVE PRESENTATION AND GO ONLINE TO VOTE

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

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

Click the link below to vote for Jonna giving her a chance to win \$1,000 for Mattamuskeet Schools.

<http://wshe.es/5km7VKJi>



Jonna shown with the Hyde County Sheriff and Sheriff's Deputies.



Jonna shown with Hyde County EMS.

Click the link below to vote for Jonna giving her a chance to win \$1,000 for Mattamuskeet Schools.

<http://wshe.es/5km7VKJi>



Jonna shown with Hyde County Board of Commissioners Chairman.



Jonna shown with local leaders and Mike Wheeler, Hyde County Health Department Substance Abuse Counselor.

Click the link below to vote for Jonna giving her a chance to win \$1,000 for Mattamuskeet Schools.

<http://wshe.es/5km7VKJi>



All of the community leaders, first responders, friends and family
Supporting Jonna in the 2023 Red Ribbon Photo Contest.



Behind the scenes, our Hyde County Deputies, first responders
And local leaders go above and beyond to “lift up” our youth.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Donnie Shumate, Tax Administrator
Attachment: Yes (handed out at meeting)

ITEM TITLE: October 2023 Tax Collections Report

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

RECOMMEND: ACCEPT REPORT

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

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

VOTE: ☐ PUGH
☐ SIMMONS
☐ MATHEWS
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☐ MOORE

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Kris Cahoon Noble, County Manager
Sherry Nelson, Veterans Services Officer

Attachment: Yes - Resolution

ITEM TITLE: Friend of the County

SUMMARY: In support of military veterans statewide and across the country, this Veterans Day, the NCACC joins the National Association of Counties (NACC) and the National Association of County Veteran Service Officers (NACVSO) in inviting North Carolina counties to join Operation Green Light. This initiative shows support for veterans by lighting county buildings and infrastructure green for the month of November.

Hyde County would like to recognize and show appreciation to all active military members and veterans for their service that ultimately protects our nation, communities, and shared founding principles.

RECOMMEND: SHOW APPRECIATION

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

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

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter:
Attachment: Yes

ITEM TITLE: RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

SUMMARY: In support of military veterans statewide and across the country, this Veterans Day, the NCACC joins the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) in inviting North Carolina counties to join Operation Green Light. This initiative shows support for veterans by lighting county buildings and infrastructure green.

In addition, the NCACC has encouraged all 100 counties to adopt the attached resolution in support of North Carolina Veterans.

RECOMMEND: APPROVE RESOLUTION

MOTION MADE BY: ☐ PUGH
☐ SIMMONS
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MOTION SECONDED BY: ☐ PUGH
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☐ TOPPING

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

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

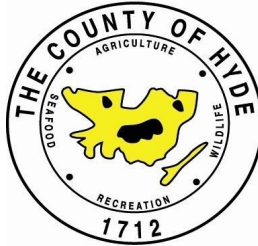
COUNTY OF HYDE

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



Resolution Supporting Operation Green Light for Veterans

WHEREAS, the residents of Hyde County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Hyde County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Hyde County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted; therefore be it

RESOLVED, with designation as a Green Light for Veterans County, Hyde County hereby declares the month of November as a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Hyde County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence.

ADOPTED, this the 6th day of November, 2023.

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

ATTEST:

Richard Mann, Clerk to the Board of Commissioners

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

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

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

Time for one person cannot be used by another person.

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

RECOMMEND: Receive comments.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: October 2nd, 2023
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: Appointments

SUMMARY:

- Ocracoke Planning Advisory Board: 3 year appointment (Nov. 2023 - Nov. 2026)
Will Adams
- Ocracoke Waterways Commission: 3 year appointment (Nov. 2023 - Nov. 2026)
Fletcher O'neal
- Ocracoke Board of Adjustment: 3 year appointment (Nov. 2023 - Nov. 2026)
William Howard
John Giagu
Joseph Ramunni
Alternate Members - Ann Warner and BJ Oelschlegel
- Ponzer VFRD Relief Fund Board of Trustees:
Donna Griffin
NCSFA requires two of the trustees be appointed by the Board of Commissioners.
Ms. Lois Stotesberry will continue to serve as the second member.
- Beaufort County Community College Board of Trustees -pro-rated four year terms
New Board Composition (Section 6.10 (n)H259, SL 2023-134): Term expires 6/30/27
Tina Eakes
Darren Armstrong

Changes by the General Assembly affect the BCCC Board of Trustees. All current trustees continue to serve the remainder of their terms. As trustees' terms expire or become vacant, the General Assembly will appoint in their place in accordance with Section 6.10(p). Once all Governor and local board(s) of education terms have ended, the local boards of trustees' composition will be what is established in Section 6.10(n), which is as follows: Requires 8 trustees to be appointed by the General Assembly. Two members are appointed annually with one from the Speaker of the House and one from the President Pro Temp of the Senate.

These new appointments made by the General Assembly will replace the four appointments previously made by the Governor and the four appointments previously made by the local board(s) of education. Requires 4 trustees to be elected by the local board of commissioners where colleges' main campus is located.

RECOMMEND: APPROVE ALL APPOINTMENTS

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

VOTE: ☐ PUGH
☐ SIMMONS
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☐ SWINDELL
☐ MOORE

New Board Composition (Section 6.10 (n) [H259, SL 2023-134](#))

All current trustees continue to serve the remainder of their terms. As trustees' terms expire or become vacant, the General Assembly will appoint in their place in accordance with Section 6.10(p). Once all Governor and local board(s) of education terms have ended, the local boards of trustees' composition will be what is established in Section 6.10(n), which is as follows:

- Requires 8 trustees to be appointed by the General Assembly. Two members are appointed annually with one from the Speaker of the House and one from the President Pro Temp of the Senate.
 - These new appointments made by the General Assembly will replace the four appointments previously made by the Governor and the four appointments previously made by the local board(s) of education.
- Requires 4 trustees to be elected by the local board of commissioners where colleges' main campus is located.
 - One of these may be a county commissioner.
 - The board of commissioners may delegate one or more of the appointees to the local board(s) of education.
 - If the board of commissioners delegates this authority, certain stipulations apply in section 6.10(n), 115d-12a(2).
- Requires 2 additional trustees to be elected by the local board of commissioners of any other county in the colleges' administrative area that provides plant funds to the college.
 - One of these may be a county commissioner.
 - The board of commissioners may delegate one or more of the appointees to the local board(s) of education.
 - If the board of commissioners delegates this authority, certain stipulations apply in section 6.10(n), 115d-12a(2).
- If the board of trustees agrees, the president of the student government at the local college may serve on the local board of trustees as an ex officio, non-voting member.
- The amount of trustees appointed to the local college board of trustees will vary for colleges depending on the number of counties in their service area.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023

Presenter: Daniel Brinn, Water and Flood Control Manager

Attachment: Yes

ITEM TITLE: Ocracoke Stormwater Request for Qualifications Award for LASII

SUMMARY: Hyde County issued a Request for Qualifications (hereinafter RFQ) on September 12, 2023 to select a firm to develop a Comprehensive Stormwater Master Plan and conceptual project design plans for Ocracoke Village

Two proposals were received. A selection committee met to rank the proposals and the ranking sheets and subsequent recommendation will be made available to the Board of Commissioners.

The qualifying firm will work with Hyde County to use the data collected during Phase III of the RCCP to develop hydrologic and hydraulic (H&H) models and/or water quality models to evaluate the level of service of the existing drainage infrastructure across the Village, evaluate improvement alternatives, prioritize projects in the development of a Capital Improvement Plan (CIP), and prepare conceptual project design plans for up to three (3) priority levels.

RECOMMEND: APPROVE QUALIFYING FIRM

MOTION MADE BY: ☐ PUGH
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☐ SWINDELL
☐ MOORE

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

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

2023 LASII RFQ

Company Name: Geosyntec					
Ranking Criteria:	Kris	Daniel	Hannah	Available Points	Points Awarded
Ability to provide a clear project plan and proposed approach towards the successful implementation of a stormwater/water and flood control plan and potential stormwater utility.	20	18	20	60	58
Project Management approach and process.	20	18	19	60	57
Relevant experience, expertise, and qualification of the firm(s) and project team members.	20	20	20	60	60
Similar experience in stormwater engineering with municipalities.	15	15	15	45	45
Depth of team and ability to respond to urgent requests.	12	15	14	45	41
Proposal package responsiveness, appearance, and presentation.	10	10	9	30	29
Total Points:				300	290

2023 LASII RFQ

Company Name: Kimley Horn					
Ranking Criteria:	Kris	Daniel	Hannah	Available Points	Points Awarded
Ability to provide a clear project plan and proposed approach towards the successful implementation of a stormwater/water and flood control plan and potential stormwater utility.	18	17	18	60	53
Project Management approach and process.	18	18	17	60	53
Relevant experience, expertise, and qualification of the firm(s) and project team members.	17	16	18	60	51
Similar experience in stormwater engineering with municipalities.	13	13	13	45	39
Depth of team and ability to respond to urgent requests.	12	12	14	45	38
Proposal package responsiveness, appearance, and presentation.	8	10	10	30	28
Total Points:				300	262

2023 LASII RFQ

Firms:	Geosyntec	Kimley Horn
Total Points:	290/300	262/300

2023 LASII RFQ

Company Name: Geosyntec			
Ranking Criteria:	Available Points	Points Awarded	Comments:
Ability to provide a clear project plan and proposed approach towards the successful implementation of a stormwater/water and flood control plan and potential stormwater utility.	20	20	Clear project plan and great approach.
Project Management approach and process.	20	20	Well defined
Relevant experience, expertise, and qualification of the firm(s) and project team members.	20	20	Qualified team with great experience in the area.
Similar experience in stormwater engineering with municipalities.	15	15	Experience with stormwater/water control in our geographic area
Depth of team and ability to respond to urgent requests.	15	12	Location allows for quick response.
Proposal package responsiveness, appearance, and presentation.	10	10	Package complete
Total Points:		97	Well qualified firm with experience with this type of project in this type of geographic area.

Name of Ranking Official: Kris Cahoon Noble, Manager Date: 10/31/2023

2023 LASII RFQ

Company Name: Kimley Horn			
Ranking Criteria:	Available Points	Points Awarded	Comments:
Ability to provide a clear project plan and proposed approach towards the successful implementation of a stormwater/water and flood control plan and potential stormwater utility.	20	18	Clear however not as well defined as desired.
Project Management approach and process.	20	18	Defined
Relevant experience, expertise, and qualification of the firm(s) and project team members.	20	17	Experienced team conceptually
Similar experience in stormwater engineering with municipalities.	15	13	Experience acceptable
Depth of team and ability to respond to urgent requests.	15	12	Location of the firm allows somewhat urgent response
Proposal package responsiveness, appearance, and presentation.	10	8	Package well throughout but not as specific to the project as desired.
Total Points:		86	Well designed proposal with experience however outside of visioning in Hyde County.

Name of Ranking Official: Kris Cahoon Noble, Manager Date: 10/31/2023

2023 LASII RFQ

Recommendation of Proposal Award for LASII: After careful consideration and review of the proposals submitted, I am recommending Geosyntec to become the consultant engineering firm for the LASii project. Their experience to date on Ocracoke Island coupled with their work on the Lake Mattamuskeet project lead me to the decision that they are the most qualified firm to assist us in the LASii work.

Name of Ranking Official: Kris Cahoon Noble, Manager Date: 10/31/2023

2023 LASII RFQ

Company Name: Geosyntec			
Ranking Criteria:	Available Points	Points Awarded	Comments:
Ability to provide a clear project plan and proposed approach towards the successful implementation of a stormwater/water and flood control plan and potential stormwater utility.	20	20	Clear plan and approach for a successful project.
Project Management approach and process.	20	19	Comprehensive approach and process.
Relevant experience, expertise, and qualification of the firm(s) and project team members.	20	20	Fulfills all criteria to the highest level.
Similar experience in stormwater engineering with municipalities.	15	15	Previous experience in the area.
Depth of team and ability to respond to urgent requests.	15	14	Nearby location allowing for quick response.
Proposal package responsiveness, appearance, and presentation.	10	9	Proposal appearance could be improved.
Total Points:	100	97	Clear proposal and approach and recent, relevant experience related to the LASII grant.

Name of Ranking Official: Hannah Elkins, Grant Administrator Date: 10/31/2023

2023 LASII RFQ

Company Name: Kimley Horn			
Ranking Criteria:	Available Points	Points Awarded	Comments:
Ability to provide a clear project plan and proposed approach towards the successful implementation of a stormwater/water and flood control plan and potential stormwater utility.	20	18	Clear project plan.
Project Management approach and process.	20	17	Well defined approach and process.
Relevant experience, expertise, and qualification of the firm(s) and project team members.	20	18	Experienced and qualified team.
Similar experience in stormwater engineering with municipalities.	15	13	Acceptable experience.
Depth of team and ability to respond to urgent requests.	15	14	Nearby location allowing for quick response.
Proposal package responsiveness, appearance, and presentation.	10	10	Excellent proposal appearance and presentation.
Total Points:	100	90	Clear proposal and approach.

Name of Ranking Official: Hannah Elkins, Grant Administrator Date: 10/31/2023

2023 LASII RFQ

Recommendation of Proposal Award for LASII:

I recommend Geosyntec due to their recent and relevant experience in Ocracoke. They are highly qualified and have performed high-quality work that will aid in the successful implementation of the LASII grant.

Name of Ranking Official: Hannah Elkins, Grant Administrator Date: 10/31/2023

2023 LASII RFQ

Company Name: Geosyntec			
Ranking Criteria:	Available Points	Points Awarded	Comments:
Ability to provide a clear project plan and proposed approach towards the successful implementation of a stormwater/water and flood control plan and potential stormwater utility.	20	18	Clearly defined vision for the project.
Project Management approach and process.	20	18	Clear
Relevant experience, expertise, and qualification of the firm(s) and project team members.	20	20	Diverse project team with expertise in coastal stormwater.
Similar experience in stormwater engineering with municipalities.	15	15	Yes
Depth of team and ability to respond to urgent requests.	15	15	Has a history of responsiveness
Proposal package responsiveness, appearance, and presentation.	10	10	Complete
Total Points:		96	Well qualified firm with experience with this type of project in this type of geographic area.

Name of Ranking Official: Daniel Brinn, WFCC

Date: 10/31/2023

2023 LASII RFQ

Company Name: Kimley Horn			
Ranking Criteria:	Available Points	Points Awarded	Comments:
Ability to provide a clear project plan and proposed approach towards the successful implementation of a stormwater/water and flood control plan and potential stormwater utility.	20	17	Clear.
Project Management approach and process.	20	18	Well defined
Relevant experience, expertise, and qualification of the firm(s) and project team members.	20	16	Experienced team, limited coastal portfolio
Similar experience in stormwater engineering with municipalities.	15	13	Yes but primarily addressing riverine flooding
Depth of team and ability to respond to urgent requests.	15	12	acceptable
Proposal package responsiveness, appearance, and presentation.	10	10	Good responsiveness, appearance and presentation.
Total Points:		86	Well designed proposal with experience however outside of visioning in Hyde County.

Name of Ranking Official: Daniel Brinn, WFCC

Date: 10/31/2023

2023 LASII RFQ

Recommendation of Proposal Award for LASII: I believe Geosyntec should be awarded the project. They have a great familiarity with Ocracoke and with the County and have a history of performing above and beyond.

Name of Ranking Official: Daniel Brinn, WFCC

Date: 10/31/2023

Board of Commissioners

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

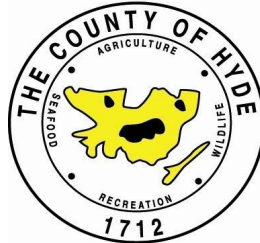
COUNTY OF HYDE

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

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Richard Mann
Clerk to the Board



Office of the County Manager

Request for Qualifications for Ocracoke Village

Professional Services

Issued September 12, 2023

Consultant proposals due by 10/13/2023 -5:00 P.M.

Hyde County invites qualified professional engineering firms to submit sealed proposals for qualifications to develop a Comprehensive Stormwater Master Plan and conceptual project design plans for Ocracoke Village.

Request for Qualifications

The County of Hyde Manager's Office is issuing this Request for Qualifications (RFQ) for professional stormwater planning firms to lead and facilitate the development of a Comprehensive Stormwater Master Plan and conceptual project design plans for Ocracoke Village, which will expand upon a storm drainage infrastructure inventory and condition assessment currently being undertaken by Hyde County with Phase III funding from the Resilient Coastal Communities Program (RCCP).

Community Profile

Ocracoke Village is a community on Ocracoke Island in Hyde County, N.C. The village has a year-round population of approximately 900 residents and has many seasonal residents and tourists in the summer. The northern part of the island is a part of the Cape Hatteras National Seashore and is maintained by the National Park Service.

Ocracoke Island has experienced 8 hurricanes to pass within 60 miles of the island in the last 10 years and 7 tropical storms. The island was notably impacted by Hurricane Dorian in 2019 when it experienced 7 feet of storm surge across the village. The village also experiences flooded streets during moderate to heavy rain events and sunny day flooding. The streets within the village often become impassable during these described events. Increased flooding problems within the village on secondary roads have not been studied.

Initial work has been completed through the Resilient Coastal Communities Program. Through this program, a Community Action Team developed by Ocracoke Resilience Strategy (Attachment A). This document should be referred to and used as a building block for the work described in this RFP. During the process, several key points related to this RFP were determined:

- The area near the Variety Store and the bank is a hot spot for flooding.
- Back Road frequently has drainage problems and flooding issues.
- Sunset Drive has flooding issues from housing being built up and the water running down into the road.
- School is sometimes canceled due to flooding on Back Road and Sunset Drive.
- The culverts have aged throughout the village without being maintained. Drainage ditches are not well maintained.
- Compounding flooding is a large issue from the high tidal flooding, rainfall flooding, and high water table. Wind should be considered in the resulting work of this RFP.
- No map currently exists of the drainage system.

The mosquito ditches throughout the village, serve as the main drainage system throughout the island and are managed by the Mosquito Control Board. The Ocracoke Mosquito Control Board is an advisory board to the Hyde County Board of Commissioners. Mosquito control on the island is funded by a tax assessment on homes, vehicles, and other real property of \$0.02 per \$100 of property value. This covers mosquito control activities such as village spraying, larvicide treatment of open (and accessible) water bodies, and clearing and cutting of the various existing drainage ditches in the village where property owners will allow access. The current board has used any surplus funds to address drainage problems around the village and is committed to improving drainage infrastructure.

The Community Action Team through the Resilient Coastal Communities project agrees that drainage improvements are needed including short-term and long-term projects. Before any long-term projects are taken on, they agree that a study of the existing drainage system needs to be performed and a study of alternatives for the drainage system given the complexities of the flooding faced by Ocracoke Village. The CAT team would like to give the Mosquito Control Board engineering assistance to continue their role and utilize their funding mechanisms in addition to other funding streams.

From the review of existing local and regional efforts, a series of gaps were identified. Stormwater management within the village has not been studied or designed for multiple types of flooding. Additionally, the drainage system on the island is not surveyed or documented. Large parts of the drainage ditch system were implemented by previous residents and were not designed by engineers.

Through the funding provided by RCCP Phase III, Hyde County was able to complete an overall comprehensive study to evaluate the feasibility of developing a stormwater/ flood mitigation management plan as well as assessing data to compile rate structures of the Mosquito Control Board needed to support the program within Ocracoke Village regarding existing drainage infrastructure.

Hyde County is seeking expertise in stormwater and flood mitigation engineering and financial services to develop a comprehensive stormwater master plan and conceptual project design plans for Ocracoke Village.

Hyde County intends to award a contract to the firm whose solution most closely meets the requirements defined in this RFQ.

Scope of Work

The goals of this project include developing a Comprehensive Stormwater Master Plan and conceptual project design plans for Ocracoke Village, which will expand upon a storm drainage infrastructure inventory and condition assessment currently being undertaken by Hyde County with Phase III funding from the Resilient Coastal Communities Program (RCCP).

For the proposed project, Hyde County will use the data collected during Phase III of the RCCP to develop hydrologic and hydraulic (H&H) models and/or water quality models to evaluate the level of service of the existing drainage infrastructure across the Village, evaluate improvement alternatives, prioritize projects in the development of a Capital Improvement Plan (CIP), and prepare conceptual project design plans for up to three (3) priority levels.

The scope of work for the proposed planning study is as follows:

1. **Stormwater Master Plan:** Utilize the GIS inventory of stormwater drainage infrastructure in the Village to develop coarse hydrologic and hydraulic (H&H) models and/or water quality models to identify the existing level of service in the Village. Evaluate potential improvements to the existing drainage system under existing and future sea level rise, refining the models with additional survey when necessary. The Stormwater Master Plan will discuss H&H model results, proposed improvement projects, and identify grants to support the design and construction of resilient stormwater

infrastructure for long-term drainage, water quantity, and water quality management. The Stormwater Master Plan may also include conceptual project design plans for up to three (3) priority projects, to be used for pursuing grants and other funding sources.

2. **Development of 5-Year Stormwater Capital Improvement Plan (CIP):** The 5-Year Stormwater CIP will rank and prioritize the list of stormwater improvement projects developed as a part of the Stormwater Master Plan and identify potential funding sources, including grants to support the design and construction of the proposed projects. The Stormwater CIP will discuss ranking criteria and development of conceptual costs for the proposed projects.
3. **Development of Stormwater Infrastructure Operation and Maintenance Plan:** Utilize the condition assessment to develop an operation and maintenance plan for existing stormwater infrastructure to be implemented by the County and Ocracoke Mosquito Control Board (MCB). Deliverables from this project will include: 1) a comprehensive Stormwater Master Plan, 2) a 5-Year Stormwater CIP, and 3) a stormwater infrastructure operation and maintenance plan. These three documents will directly address the top three stormwater-related challenges facing Ocracoke Village by documenting the existing system and its level of service, creating a robust plan that will address compounded flooding under existing and future sea level rise, and preparing an operation and maintenance plan to prolong the life of existing stormwater infrastructure and prioritize maintenance needs in the Village.

Hyde County applied for a Stormwater Planning Grant through the State Water Infrastructure Authority (SWIA) and has received notification advising our project is eligible to receive a grant funding through the Local Assistance for Stormwater Infrastructure Investments (LASII) from the American Rescue Plan Act (ARPA), which will be one hundred percent of eligible project costs up to a maximum of \$400,000. Projects funded by ARPA must meet applicable federal law and guidance for the ARPA funds. This project will require compliance with provisions contained in the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021), Section 602, Coronavirus State Statutes, Chapter Funds (“ARP/SFRF”), and will therefore be governed by the ARP/SFRF statutory provisions and the implementing federal regulations found at 31 CFR Part 35, 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), in addition to the North Carolina Mini-Brooks Act found at North Carolina General Statutes, Chapter 143, Article 3D. Firms should familiarize themselves with the requirements of these applicable laws.

The firm must comply with all federal, state, and local laws and regulations, including Hyde County ordinances and policies. Firms interested in performing these services must exhibit relevant experience with this type of work, as outlined below, and should emphasize both the experience and capability of the personnel who will perform the work. The Firm must be available to complete all the work and close the grant by the end of 2026.

Submittal of Qualifications

Interested firms shall submit five (5) copies of Request for Qualifications (RFQs). The RFQ will contain the following elements:

- Introductory Letter - Provide an introduction letter summarizing the unique qualifications of your firm to meet the needs of this project. The letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the County on behalf of the firm. Include name, address, telephone number, and email address of the individual who serves as the point of contact for the solicitation.
- Objectives - The firm's preliminary interpretation of the objectives to be achieved in the development of the Storm Water Master Plan, CIP, and Stormwater Infrastructure Operation and Maintenance Plan.
- Project Understanding Approach and Schedule - Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFQ. A description of each task and deliverable as well as the anticipated schedule for accomplishing each shall be included.
- Provide Company Background
 - Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts in the past five years, accompanied by at least three references (contact person, organization, number, and email address).
 - How many stormwater/water and flood control projects are you currently engaged with and providing assistance? How many of these are within coastal communities in NC? Provide examples.
- Experience - Provide specific project experience in working with similar organizations in leading, facilitating, and developing plans as described in the RFQ. Each example should include the name and size of the organization as well as a short description/overview of the services provided. Please provide the name, title, and contact information of a person(s) from the organization familiar with the services the firm provided.

- Project Team Experience - Provide proposed staffing, deployment, and personnel to be assigned to this project. This shall include information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. Also include a project-specific organizational chart that clearly illustrates the roles, responsibilities, and reporting relationships of personnel anticipated to work on this project. The project manager should be clearly identified with qualifications, experience, and expertise highlighted as directly relevant to this project.
- Include Proof of Certificate of Insurance (COI) and appropriate licenses.
- Information on stormwater infrastructure grant money obtained by your company.
- Preferences will be given to firms that can demonstrate a successful track record in the assistance of obtaining grant funding.

RFQ Schedule

- 9/12/2023 - Issue and publicize Request for Qualifications.
- 10/2/2023 - Consultant questions due by 2:00 P.M.
- Any questions regarding the RFQ must be in writing via email to dbrinn@hydecourtnc.gov and it is the responsibility of the consultant to confirm receipt by the county.
- 10/6/2023 - All questions and corresponding responses posted to the county website on the page housing the RFQ announcement and other related information. (www.hydecourtnc.gov)
- 10/13/2023 - Consultant proposals due by 5:00 P.M. Proposals must be submitted to:
 - Richard Mann
Hyde County Clerk to the Board
30 Oyster Creek Road
P.O. Box 188
Swan Quarter, N.C. 27885
- 10/16-20/2023 - Review Team evaluates qualifications and submits selected firm for approval by the Hyde County Board of Commissioners.
- 11/6/2023 - Selected firm presented to Hyde County Board of Commissioners for approval.
- 11/6/2023 through 11/7/2023 - Negotiate with selected firm and execute a professional services agreement.

The County of Hyde will receive sealed RFQs from interested firms until 5:00 P.M. (EST) on October 13, 2023, at the above-mentioned address. Envelopes and/or parcels containing the RFQ should be clearly marked “Ocracoke Village Stormwater Management Engineering Request for Qualifications.”

Evaluation Criteria

If an award is made, it is expected that the county's award will be to the candidate(s) whose qualifications best meet the requirements of the project described in this RFQ and that are in the best interest of the county. The evaluation criteria are intended to be used to make a recommendation to the Board of Commissioners regarding the award of the contract. However, they are not bound to use criteria detailed herein exclusively or to award on the basis of the recommendation given. The county reserves the right to change and to otherwise vary from this procedure as it determines to be in the county's best interest.

Firms will not be considered unless the following minimum qualifications are met:

- Firm(s) must be properly registered with the North Carolina Board of Registration for Professional Engineers and Land Surveyors; and
- Firm(s) must employ at least one (1) North Carolina Registered Professional Engineer in responsible charge of the work anticipated as a result of this solicitation.

Non-exclusive evaluation criteria are as follows and will be used in the solicitation process to determine the firm that represents the best value solution for the county:

- Ability to provide a clear project plan and proposed approach towards the successful implementation of a stormwater/water and flood control plan and potential stormwater utility. **20%**
- Project Management approach and process. **20%**
- Relevant experience, expertise, and qualification of the firm(s) and project team members. **20%**
- Similar experience in stormwater engineering with municipalities. **15%**
- Depth of team and ability to respond to urgent requests. **15%**
- Proposal package responsiveness, appearance, and presentation. **10%**
- Previous experience working with the County of Hyde.
- Familiarity with the County of Hyde, Ocracoke Island, North Carolina, and permitting processes.

Award Procedures

The county reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms from both a technical and feasibility standpoint. It is understood that any proposal submitted will become part of the record. A proposal may be rejected if it is incomplete. The county may reject any or all proposals and may waive any immaterial deviation in the proposal.

At a minimum, proposals will be evaluated based on the criteria above, as well as assessments and comparisons that include evaluations of skills/experience, client service, and references,

and/or other factors. The county may accept the proposal that best serves its needs, as determined by county officials at their sole discretion. More than one proposal from an individual, firm, partnership, corporation, or association under the same name or different names, will not be considered. The county does not have the authority to establish local preferences of any kind and is bound by law to take into consideration quality, performance, and time specified in the proposals for the performance of the contract. However, it is the desire of the county to contract with vendors and contractors familiar with local conditions whenever possible.

RFQ Review and Evaluations

After receipt of the proposals, a review team will review and evaluate the content and qualifications presented by each firm. By submission of qualifications in response to the RFQ, respondent acknowledges and accepts that determination of the most qualified firm may require subjective judgments by the county. The county will provide written notification to all firms regarding the final selection.

Negotiations

Upon completion of the selection process, the highest-ranking firm will be asked to submit a cost proposal to begin contract negotiations for a fair and reasonable price. If an agreement cannot be made with the top-scoring firm, the county will move on to the next highest-scoring firm until a contract is executed, or the county, in its sole discretion, may decide to terminate the selection process. If the county is unsuccessful in receiving a price proposal that is agreeable, the county may decide to terminate the selection process.

RFQ Point of Contact:

Questions regarding this RFQ shall be directed to:

Daniel Brinn

Water and Flood Control Manager

County of Hyde

dbrinn@hydecountync.gov

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

ITEM TITLE: FMAG 5161-0004 Project Budget Ordinance

SUMMARY: The proposed Project Budget Ordinance for the FMAG FEMA HMGP 5161-0004 Party Rock Fire depicts the grant funds plus the owner contribution funds used for the elevation project.

RECOMMEND: APPROVE PROJECT BUDGET ORDINANCE

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

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

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

**HAZARD MITIGATION GRANT PROGRAM HMGP 5161-0004-R PROJECT BUDGET
ORDINANCE**

NOVEMBER 6, 2023

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 Hazard Mitigation Grant Program HMGP 5161-0004-R Project as described in the scope of the agreement, between Hyde County and the North Carolina Department of Public Safety Division of Emergency Management.

Section 2: Hyde County staff is hereby directed to proceed with the project within the terms of the agreement.

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

HMGP 5161-0004-R Grant Revenues	\$786,960
Owner Contribution	<u>45,209</u>
Total Revenues	\$832,169

Section 4: The following amounts are appropriated for the program activities:

Project Expenditures	\$832,169
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Section 5: The Finance Officer is hereby directed to maintain within the Project Fund sufficient detailed accounting records to account for the project.

Section 6: Funds may be advanced from the General Fund for the purpose of making payments as due.

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

Section 8: The 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 project ordinance shall be made available to the Finance Officer for direction in carrying out this program.

Adopted this, the 6th day of November, 2023.

Earl Pugh, Jr., Chairman

Hyde County Board of Commissioners

ATTEST:

Richard Mann, Clerk to Hyde County

Board of Commissioners

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes - Lease

ITEM TITLE: ABC Building Lease

SUMMARY: The Hyde County ABC Board currently leases the property located at 20121 US-264, Swan Quarter, NC from the County. The lease will reflect a new monthly payment amount of \$500.

RECOMMEND: APPROVE ABC LEASE PENDING COUNTY ATTORNEY APPROVAL

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

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

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

**NORTH CAROLINA
HYDE COUNTY**

This **LEASE AGREEMENT** (“Lease”) is made and entered into as of the 1st day of December, 2023 by and between the **COUNTY OF HYDE**, North Carolina, a body politic and corporate existing under the laws of the State of North Carolina, (“County”), and the **HYDE COUNTY ALCOHOLIC BEVERAGE CONTROL BOARD**, a body corporate existing under the laws of the State of North Carolina, (“ABC Board”) (may be referred to individually as “party” and collectively as “Parties”).

W I T N E S S E T H

WHEREAS, County is a body politic and corporate existing under the laws of the State of North Carolina vested with the powers and authority conferred upon counties by the laws of the State of North Carolina, acting through its Board of Commissioners;

WHEREAS, ABC Board is a body corporate with the legal authority to operate the Hyde County ABC System and is vested with the powers and authority conferred upon local ABC boards by the laws of the State of North Carolina;

WHEREAS, pursuant to Section 18B-701 of the General Statutes of North Carolina, as amended, ABC Board may, among other things, lease real property as necessary for the operation of the ABC System; and

WHEREAS, pursuant to Section 160A-274(b) of the General Statutes of North Carolina, as amended, County may lease to ABC Board and ABC Board may lease from County, upon such terms and conditions as County and ABC Board deem wise, with or without consideration, any interest in real or personal property that County may own.

NOW THEREFORE, in consideration of the rents hereinafter agreed to be paid, the mutual covenants and agreements hereinafter recited and for the benefit of the public and the citizens of Hyde County generally, the receipt and legal sufficiency of which consideration is hereby acknowledged, County does hereby lease and demise unto ABC Board and ABC Board does hereby lease and take as tenant from County those certain Premises within County more particularly described hereinbelow.

ABC Board has carefully inspected the Premises and acknowledges that the same is in satisfactory condition for its use. Except as may be specifically provided for hereinafter and for those certain improvements that may be specifically addressed hereinafter, County shall have no obligation to make any improvements to the Premises whatsoever and ABC Board agrees to accept the same in its present condition, “AS IS”.

TO HAVE AND TO HOLD said Premises unto ABC Board upon the following terms and conditions.

1. **PREMISES.** County hereby leases to ABC Board, and ABC Board hereby leases from County, the following described parcel or tract of land together with all improvements located thereon in Swan Quarter Township, Hyde County, North Carolina, containing 42,371 square feet, more or less, and more particularly described in a deed of record in Book 100, Page 844 of the Hyde County Registry (herein referred to as the “Premises”).
2. **TERM.** The term of this Lease shall be for a period of two years, commencing on December 1, 2023 and ending, subject to prior termination as hereinafter provided, at 12:00 midnight on November 30, 2025.
3. **RENT.** As consideration for the leasehold interest granted herein for the term, the rent shall be six thousand dollars (\$6,000.00) payable in monthly installments of five hundred dollars (\$500.00) on the first day of each month beginning on or before December 1, 2023 and on or before the first day of each month thereafter through November 1, 2025.
4. **QUIET ENJOYMENT.** County hereby agrees that ABC Board, upon performing all the terms and conditions of this Lease, shall quietly have, hold and enjoy the Premises for the term aforesaid.
5. **USE OF PREMISES.** The Premises shall be used solely for the operation of an ABC store and warehouse as part of the Hyde County ABC System consistent with any and all applicable laws, rules and regulations.
6. **REPAIRS AND MAINTENANCE.** ABC Board shall use the Premises in a careful and proper manner, in compliance with all applicable laws, rules and regulations. County agrees to be responsible for all repairs necessary to keep the Premises in a good condition, repair, and working order, including but not limited to the heating and air conditioning equipment, roof, foundation and exterior walls of the building, all glass windows and exterior doors, underground utilities, sewer pipes, parking as well as paved areas, and care for the ground around the building including mowing of grass, care of shrubs and general landscaping. ABC Board agrees to promptly inform County, in writing, of any necessary repairs. Notwithstanding anything hereinabove to the contrary, ABC Board shall reimburse County or pay for all materials that are required to maintain the parking as well as paved areas.
7. **ALTERATIONS AND ADDITIONS.** Other than routine improvements, repair and maintenance necessary to address ordinary, daily wear and tear, ABC Board shall make no alterations, additions or improvements to the Premises without the prior written consent of County. All alterations, additions and improvements made by, for or at the direction of ABC Board shall become the property of County and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease without compensation therefor and as further consideration for this Lease. ABC Board shall promptly pay and discharge any and all licenses,

imposts, liens or other charges arising out of or in connection with the performance of any act required of or permitted ABC Board hereunder and shall keep the Premises free and clear from any and all such liens or charges.

Upon reasonable notice to ABC Board, County shall have the right, but not the obligation, to make alterations, additions, or improvements to the Premises and the same shall, when made, be the property of County and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of this Lease.

Notwithstanding anything hereinabove to the contrary, ABC Board may make any alterations or additions for retail storage usage without County consent that can be removed without any damage to the Premises.

8. **UTILITIES AND OTHER SERVICES.** ABC Board shall be responsible for and pay or cause to be paid any and all charges for utilities as may be furnished to or used on or in connection with the Premises.
9. **INSURANCE.** Throughout the term of this Lease, County shall carry fire and extended coverage insurance insuring its interest in the building and the Premises, such insurance to be written by insurance companies and in amounts satisfactory to County. Notwithstanding the foregoing, County shall carry such insurance for an amount at least equal to the replacement value of the building. Throughout the term of this Lease, ABC Board shall carry fire and extended coverage insurance insuring its interest, if any, in improvements to or in the Premises, its contents, and its interest in its furniture, equipment, supplies or other property. Throughout the term of this Lease, ABC Board shall carry public liability insurance insuring against all liability of ABC Board and its authorized representatives including any liability whatsoever caused by any accident or other occurrence causing bodily injury or property damage to any person or property and arising out of and in connection with ABC Board's use or occupancy of the Premises, such insurance to be written by insurance companies and in amounts satisfactory to County and name County as additional insured. ABC Board hereby waives any claim, right of action, or subrogation which it may have against County for any loss or damage covered by such insurance.

ABC Board shall not do or cause to be done or permit on the Premises anything deemed extra hazardous and ABC Board shall not use the Premises or the building in any manner which will cause an increase in the premium rate for any insurance in effect on the Premises, building, or part thereof. If, because of anything done, caused to be done, permitted or omitted by ABC Board or its agents, servants or employees, the premium rate for any kind of insurance in effect on the Premises shall be raised, ABC Board shall pay County on demand the amount of any such increase in premium. If County demands that ABC Board remedy the condition which caused any such increase in an insurance premium rate, ABC Board shall remedy such condition within five (5) days after receipt of such demand.

10. **FIRE OR OTHER CASUALTY.** In the event that before or during the term of this Lease, the Premises or the building shall be damaged by fire or other casualty which renders the building, the Premises or any part of the building or the Premises untenable, County shall, within twenty (20) days of the County Manager's actual knowledge of such fire or casualty, have the right to either 1) serve written notice upon ABC Board of County's intent to repair said damage or 2) if said damage renders so much of the Premises untenable that repair would not be feasible in County's discretion, or if said damage shall have been occasioned by the act or omission of ABC Board, its servants, agents, members or employees, serve written notice upon ABC Board that this Lease is terminated. If County shall elect to repair such damage, such repairs shall be commenced as soon as practicable after such election and County shall pursue such repairs diligently.

The other provision of this Section 10 notwithstanding, County shall have no obligation to replace or repair any property in the building or on the Premises belonging to ABC Board or to anyone claiming through or under ABC Board nor shall County have any obligation hereunder to replace or repair any property on the Premises which County shall have the right to require ABC Board to remove from the Premises or any alteration, addition or improvement made to the Premises by, for or at the direction of ABC Board.

11. **RELEASE, WAIVER OF CLAIMS AND INDEMNITY.** Lessee shall occupy the Premises at Lessee's own risk. Lessee for itself, its invitees, customers and guests and their respective parents, subsidiaries, affiliates, predecessors in interest, successors in interest, assigns and each of their respective officers, directors, employees, shareholders, agents, accountants, attorneys, insurance carriers, sureties, representatives, consultants and advisors, both past and present, hereby shall unconditionally waive, release, hold free and harmless, indemnify and defend Lessor and its present and former employees, officials, and elected officials in both their respective individual and official capacities, agents, personal representatives, attorneys, insurers, heirs, successors and assigns, and each of them, respectively, of, from, and for all and any manner of action or actions, cause and causes of action, claims, demands, costs, loss of services, expenses, attorney's fees, compensation and all consequential, compensatory, general, special and/or punitive damages or liabilities, known or unknown, which may result directly or indirectly from or be in any way related to, connected with or growing out of this Lease; any breach, violation, or nonperformance of any covenant in this Lease on the part of Lessee to be observed or performed; Lessee's occupancy as well as use of said Premises, including use by agents, members, employees, invitees, customers, or guests of Lessee; and Lessee's operations. This provision shall survive the termination of this Lease and shall be in full force and effect beyond the term or termination of this Lease, however terminated.
12. **COUNTY'S RIGHT OF ENTRY.** The County Manager or her designee shall have the right to enter and to grant licenses to others to enter the Premises for such lengths of time as County shall deem reasonable a) to inspect the Premises; b) to exhibit the Premises to prospective tenants or purchasers of the Premises; c) after reasonable notice

to the ABC Board, to make alterations, additions, improvements and repairs to the Premises or to the building and to store necessary materials, tools and equipment for such alterations or repairs; d) after reasonable notice to ABC Board, for any purpose which County shall deem necessary for the operation and maintenance of the Premises, including building, and the general welfare and comfort of its tenants; e) after reasonable notice to ABC Board, for the purpose of removing from the Premises any placards, signs, fixtures, alterations or additions not permitted by this Lease or applicable regulation; and f) after reasonable notice to ABC Board, to abate any condition which constitutes a violation of any covenant or condition of this Lease.

13. **LIENS.** ABC Board shall not create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claims on or with respect to the Premises. ABC Board shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. ABC Board hereby agrees, to the extent permitted by law, to reimburse County for any expense incurred by it to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which ABC Board is responsible.
14. **ASSIGNMENT, SUBLETTING, AND SALE.** ABC Board shall not assign this Lease or sublet the Premises without the prior written consent of the County. County shall not sell the Premises during the term of this Lease or any extension or renewal thereof so long as ABC Board is not in breach of any material term hereof.
15. **HAZARDOUS MATERIALS.** ABC Board, its successors and assigns represents, warrants and agrees that (a) the Premises shall not be used to generate, manufacture, transport, treat, store, handle, dispose of, or process Hazardous Materials except in accordance with all applicable Environmental Laws; (b) ABC Board shall not cause or permit the improper installation of Hazardous Materials on the Premises or a release of Hazardous Materials on the Premises; (c) ABC Board shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Premises and shall keep the premises free and clear of any liens imposed pursuant to any applicable Environmental Laws; (d) ABC Board will at all times obtain, maintain, and comply with all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws with respect to the Premises; (e) ABC Board shall immediately give County oral and written notice in the event ABC Board receives any notice from any government agency, entity, or any other party with regards to Hazardous Materials on, from or affecting the Premises and shall complete all investigations, sampling, and testing and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Premises in accordance with all applicable Environmental Laws. To the extent permitted by law, ABC Board hereby agrees to indemnify County and hold it harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, reasonable attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against County for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape,

spillage, emission or release from the Premises of any Hazardous Material regardless of whether or not caused by or within the control of the ABC Board, (b) the violation of any Environmental Laws relating to or affecting the Premises, whether or not caused by or within the control of ABC Board, (c) the failure by ABC Board to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by ABC Board in this paragraph being false or untrue in any material respect.

16. **EVENTS OF DEFAULT.** Each of the following events shall be an “Event of Default” under this Lease: (a) ABC Board’s failure to make any payments hereunder when due; (b) ABC Board’s failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of ten (10) days after written notice specifying such failure and requesting that it be remedied shall have been given to ABC Board by County, unless County shall agree in writing to an extension of such time prior to its expiration; or (c) the dissolution or liquidation of ABC Board or the voluntary initiation by ABC Board of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangements, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against ABC Board of any such proceeding which shall remain un-dismissed for sixty (60) days, or the entry by ABC Board into an agreement of composition with creditors or ABC Board’s failure generally to pay its debts as they become due.

17. **REMEDIES ON DEFAULT.**

- A. County shall have the absolute right upon default by ABC Board to enter the Premises without notice to vacate (any such right to which is hereby waived by ABC Board) and re-let them, changing any and all locks on the Premises, all without being liable for forcible entry, trespass, or other tort.
- B. ABC Board shall have the absolute right upon default by County to vacate the Premises and return all keys to County.

No remedy herein conferred upon or reserved to County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right and power may be exercised from time to time as may be deemed expedient.

18. **WAIVER.** No course of dealing or any delay on the part of either party in exercising any rights it may have under this Lease shall operate as a waiver of any of its rights hereunder nor shall any waiver of any prior default operate as a waiver of any subsequent default or defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
19. **DISCRIMINATION.** ABC Board, in its use, improvement, or operation of the Premises, shall not, on the grounds of race, color, sex, or national origin, discriminate

or permit discrimination against any person or group of persons in any manner prohibited by law and shall otherwise use the Premises in compliance with all other requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 and as said regulations may be amended.

20. **NOTICES.** If to ABC Board as follows:

Hyde County Alcoholic Beverage Control Board
Attn: Chairperson
20121 US Hwy 264
Swan Quarter, NC 27885

As to County:

Hyde County
Attn: County Manager
P.O. Box 188
Swan Quarter, NC 27885

21. **INTEGRATION AND BINDING EFFECT.** The entire agreement, intent and understanding between County and ABC Board is contained in the provisions of this Lease and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this Lease shall have no legal or equitable effect or consequence unless reduced to writing herein. If any term or provision of this Lease or any application thereof shall be determined to be invalid or unenforceable, the remainder of this Lease and any other application of such term or provision shall not be affected thereby. The headings in this Lease are for the purposes of reference only and shall not limit or define the meaning thereof. This Lease shall be governed by and construed pursuant to the laws of the State of North Carolina.

22. **COMPLIANCE BY ABC BOARD WITH GOVERNMENTAL REGULATIONS.**

ABC Board shall comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, officers and other parties foreseen and unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Premises or any part thereof, or any of the adjoining property, or any use or condition of the Premises or any part thereof. ABC Board shall comply with any and all local, State, Federal or other rules and regulations as well as all applicable environmental rules and regulations. In the performance of any acts required of or permitted by ABC Board under any provision of this Lease, ABC Board shall obey and comply with all lawful requirements, rules, regulations, and ordinances of all legally constituted authorities, existing at any time during the continuance of such performance, in any way affecting the Premises or the use of the Premises by ABC Board, including but not limited to all wetland regulations, CAMA regulations, or other

governmental setbacks. Such compliance shall include compliance by ABC Board with requirements of the Occupational Safety and Health Act, and all amendments thereto, as the same applies to ABC Board's use of the Premises.

IN WITNESS WHEREOF, ABC Board has caused this Lease to be signed by its Chairperson and County has caused this Lease to be signed by its Chairman by authority duly given as of the day and year first written above.

(Signature Pages to follow)

PRE-AUDIT CERTIFICATE
HYDE COUNTY

This Agreement has been pre-audited pursuant to N.C.G.S. § 159-28 in the manner required by the Local Government Budget and Fiscal Control Act.

Corrinne Gibbs, Chief Financial Officer
Hyde County

ATTEST:

HYDE COUNTY

By: _____ (SEAL) By: _____ (SEAL)
Richard Mann, Board Clerk Earl Pugh, Jr. Chairman

**HYDE COUNTY ALCOHOLIC BEVERAGE
CONTROL BOARD**

By: _____ (SEAL)
Meredith Nicholson, Chairperson

**NORTH CAROLINA
HYDE COUNTY**

I, _____, a Notary Public of the State and County aforesaid, certify that RICHARD MANN personally appeared before me this day and acknowledged that he is Board Clerk of the HYDE COUNTY BOARD OF COMMISSIONERS, a North Carolina governmental corporation, and by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by EARL PUGH, JR., its Chairman, sealed with its corporate seal and attested by himself as its Board Clerk.

Witness my hand and notary seal this _____ day of _____, 2023.

Notary Public
My Commission expires: _____

**NORTH CAROLINA
HYDE COUNTY**

I, _____, a Notary Public of the State and County aforesaid, certify that MEREDITH NICHOLSON personally appeared before me this day and acknowledged that she is Chairperson of the HYDE COUNTY ALCOHOLIC BEVERAGE CONTROL BOARD, and that by authority duly given and as the act of the Board the foregoing instrument was signed by her.

Witness my hand and notary seal this _____ day of _____, 2023.

Notary Public

My Commission expires: _____

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Hannah Elkins, Grant Administrator
Attachment: Yes

ITEM TITLE: CDBG NR Legal Services Award

SUMMARY: The County received proposals from Misa Raynor and Rodman, Holscher, Peck, et al. for legal services for the CDBG-NR 21-C-4015 and CDBG-NR 21-C-4028 grants. Both firms received a 94 out of 100, and therefore each will be awarded one of the two CDBG NR grants for legal services.

RECOMMEND: APPROVE LEGAL SERVICES AWARD

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

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

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

Hyde County 2022 CDBG-NR Program

Summary Rating Sheet for Legal Services Proposal

<u>Rating Factor</u>	<u>Max Points</u>	<u>Firms</u>					
		Misa Raynor	Rodman, Holscher, Peck, et al.				
Experience in Hyde County	25	25	25				
Community development experience	25	25	25				
Average response time	25	21	23				
Cost-effectiveness	25	23	21				
Total Points	100	94	94				

Notes: After reviewing the proposals the County recommends an award for one project to Misa Raynor and the other to Holscher. This will expedite the title work, distribute the work around and both firms are qualified.

Rated By: _____

Date: _____

Approved By: _____

Date: _____

**Law Office of
MISA B. RAYNOR PA**

**Misa Brooks Raynor, Esq.
Attorney at Law**

225 East Main Street
P.O. Box 9 (mailing address)
Belhaven, N.C. 27810

(Phone) (252)943-6111
(Facsimile) (252)943-6112
(E-Mail) misa@raynorpa.com

July 20, 2023

Hyde County
Attn: Kris Cahoon Noble, County Manager
PO Box 188
Swan Quarter NC 27885

RE: Legal Services Proposal

Dear Ms. Noble:

Thank you for the opportunity to submit a request to provide legal services for the Hyde County 2022 CDBG-NR program.

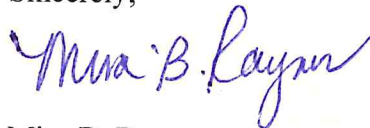
I am the owner of Misa B Raynor, PA, a general practice law firm in Belhaven NC, where I have worked as an attorney for 27 years. A major area of my practice is real estate. I have previous experience with Hazard Mitigation programs in Hyde County, Beaufort County, the Town of Belhaven, and have previously worked with Chris Hilbert, CDBG Project Manager, in these programs. I am also familiar with SBA disaster relief loans and USDA Rural Development grants.

Please accept this response as my offer to provide legal services to Hyde County for this project. Enclosed is my billing rate for services, which has not changed from previous years.

I shall work to provide prompt and professional guidance to Hyde County during this project. Although difficult to estimate, the average turnaround is approximately one (1) week.

Please let me know if you desire any references, as I shall be glad to provide those upon request. Thank you for this opportunity to further serve Hyde County and its residents.

Sincerely,



Misa B. Raynor

Enc.

**Law Office of
MISA B. RAYNOR PA**

**Misa Brooks Raynor, Esq.
Attorney at Law**

225 East Main Street
P.O. Box 9 (mailing address)
Belhaven, N.C. 27810

(Phone) (252)943-6111
(Facsimile) (252)943-6112
(E-Mail) misa@raynorpa.com

July 20, 2023

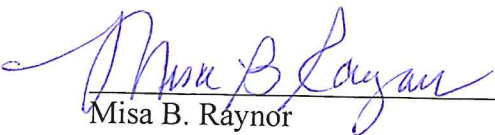
BILLING RATES

LEGAL SERVICES:

Title Search / Title Opinion Only	\$ 350.00
Title Search / Title Opinion Attend or Conduct Closing	\$ 400.00
General Legal Services beyond above	\$ 100.00 per hour

EXPENSES:

Recording Fees	Actual Cost paid to Register of Deeds \$ 64.00 for deed of trust
Title Insurance (if requested)	Actual cost paid to title insurance company


Misa B. Raynor

RODMAN, HOLSCHER, PECK, EDWARDS & HILL, P.A.

ATTORNEYS AT LAW

www.rhpe.net

*Franz F. Holscher
Charles C. Edwards, Jr.
William F. Hill
Chad H. Stoop
Jacinta D. Jones*

*Edward N. Rodman (1926 – 2008)
Frederick N. Holscher – Of Counsel
R. Brantley Peck, Jr. – Of Counsel*

*Frederick N. Holscher
Attorney at Law
Direct Email: fnh@rhpe.net*

July 26, 2023

Hyde County
Attn: Kris Cahoon Noble, County Manager
P.O. Box 188
Swan Quarter, NC 27885

Re: Hyde County 2022 Community Development Block Grant - Neighborhood
Revitalization (CDBG-NR)
Response to Request for Legal Services

Dear Kris:

I appreciate very much you allowing our firm the opportunity to submit a bid on this project. Our firm is very interested in assisting Hyde County with this project which will benefit local residents.

I am attaching a number of items for your review which include a general qualifications statement, summary of our firms related experience, references and other items. Once you have had the opportunity to review them, please do not hesitate to call if you have any questions.

Normally our firm has a turn around time of 3-5 business days from the receipt of a title exam request until completion. Obviously this time could be altered depending on the amount of requests we receive at one time and the nature of the title exams.

Hopefully the information that we are providing you clearly demonstrates that we have the personnel and ability to perform the services you require. We are also enclosing a brief history of our firm that you may find interesting. We very much appreciate the opportunity to submit this proposal and, if there are any questions, we would be most happy to answer them.

Yours very truly,

RODMAN, HOLSCHER, PECK,
EDWARDS & HILL, P.A.



Frederick Holscher

FNH/hm

Our firm has extensive experience in real estate matters and has assisted Hyde County, the City of Washington, and the Town of Plymouth with many CDBG projects in the past. Most recently, our firm assisted Hyde County with its 2019 CDBG-NR project. Real estate work comprises approximately 45% of the firm's business. In connection with our real estate practice, we routinely advise PCS Phosphate, Inc. in real estate matters and work with numerous realtors as well as banks. We are also approved attorneys for all major title insurance companies doing business in this area.

If the City of Washington selects our firm for this project, Frederick N. Holscher will have the primary responsibility for its completion with the assistance of Zina Burbage, his paralegal. Mr. Holscher has concentrated in real estate law since 1973.

Other members of the firm available to assist in this project are:

Franz F. Holscher. Mr. Holscher's practice areas include general civil practice and municipal law. Mr. Holscher graduated from the University of North Carolina at Chapel Hill in 1992 and received his JD degree from Campbell University in 1997, where he was a member of the Law Review. He serves as the City Attorney for the City of Washington, N.C. He also serves on the Beaufort County Juvenile Crime Prevention Council and formerly served as President of the Beaufort County Bar Association as well as Treasurer for the Second Judicial District Bar.

Charles C. Edwards, Jr.

Mr. Edwards' practice areas include real property, corporate law, estates and wills, general civil litigation, creditor law, and municipal law. He graduated magna cum laude from North Carolina State University in 2001, receiving a BS in Chemical Engineering. He received his JD degree from Campbell University in 2004, where he was a member of the Order of Old Kivett, the Moot Court Team and participated in the National Negotiation Competition. Mr. Edwards currently serves as lead counsel for the Town of Bath and Coastal Carolina Gin. He also serves as Chairman of the Board of Directors for the Beaufort County Developmental Center, as a board member of the Beaufort Hyde Community Foundation and as former President of the Washington Cal Ripken Baseball League.

Chad H. Stoop

Mr. Stoop graduated with honors from Barton College in 1999 with a B.S. in criminal justice and graduated with honors from North Carolina Central University School of Law in 2002. Chad practiced law for 13 years as an Assistant District Attorney in both District 10, which includes Wake County, and District 2, which includes Beaufort, Hyde, Martin, Tyrrell, and Washington Counties. Chad's practice areas include real estate, criminal defense and general civil law. Chad serves as a lead attorney for the Town of Belhaven and the Town of Pantego. He has served as President of the Beaufort County Bar Association. He also serves as a Board Member for Pungo Christian Academy and Past President of East Beaufort Girls Softball League.

COST EFFECTIVENESS

All attorneys will bill at \$150.00 per hour and all paralegals at \$110.00 per hour.

NON-DISCRIMINATION CERTIFICATION

The firm of Rodman, Holscher, Peck, Edwards & Hill, P.A. hereby certifies that it does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or provision of services.

REFERENCES

Mr. John Prescott
PCS Phosphate Company, Inc.
PO Box 425
Aurora, NC 27806

Darren Armstrong
590 Higginsport Road
Belhaven, NC 27810

Stuart Ricks
PO Box 412
Pantego, NC 27860

WORKLOAD/EFFICIENCY

Frederick N. Holscher, Attorney
Franz F. Holscher, Attorney
Charles C. Edwards, Jr., Attorney
Chad H. Stoop, Attorney
Jacinta D. Jones, Attorney
Zina W. Burbage, Paralegal
Stephanie Steel, Paralegal
Sierra Morgan, Paralegal

We believe that, because of the personnel we have available, we will be able to organize this project internally in order to provide more than adequate, timely submittal of information necessary to the County. We anticipate that the vast majority of the work will be performed by a paralegal at the reduced rate of \$110.

SUMMARY OF FIRM RELATED EXPERIENCE

For over 75 years, Rodman, Holscher, Peck, Edwards & Hill, P.A. has been heavily involved in the real estate practice. The firm handled all the acquisitions for North Carolina Phosphate Corporation prior to its merger with Texasgulf, Inc., and now handles land acquisitions for PCS Phosphate, Inc. We work with many realtors, developers and banks in the Beaufort and Hyde County areas and average approximately 250 to 350 real estate closings each year. As stated previously, we have assisted Hyde County, the City of Washington, and the Town of Plymouth with CDBG projects in the past, including the 2019 Hyde County CDBG-NR project.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Hannah Elkins, Grant Administrator
Attachment: Yes

ITEM TITLE: CDBG NR 21-C-4028 Sole Source Procurement

SUMMARY: North Carolina Department of Commerce Rural Economic Development Division (REDD) has reviewed the sole source procurement request and determined that the County may proceed with the negotiation of an agreement/contract with Insight Planning and Development for grant administrative services for the County's CDBGNR project to be effective as of October 6, 2023.

RECOMMEND: APPROVE SOLE SOURCE PROCUREMENT RESPONSE

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

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

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



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

October 6, 2023

The Honorable Earl Pugh Jr., Chair
Hyde County Board of Commissioners
Post Office Box 188
Swan Quarter, North Carolina 27885

Subject: Sole Source Procurement Request re: Insight Planning and Development
CDBG-NR Number: **21-C-4028**

Dear Chair Pugh:

The North Carolina Department of Commerce Rural Economic Development Division (REDD) is in receipt of the above reference grant's first sole source procurement request, related to the procurement process conducted by the County of Hyde to procure grant administrative services for the county's Community Development Block Grant (CDBG-NR) project.

REDD acknowledges the county's request indicates one (1) proposal was received from the county's first direct solicitation to procure grant administrative services for the county's CDBG-NR project. The county's first direct solicitation consisted of:

1. One (1) advertisement in the Washington Daily News and on the Washington Daily News' website on April 1, 2023
2. Ad posted on the Interactive Purchasing System (IPS) portal on March 27, 2023
3. Direct solicitation sent to eight (8) administrative services firms
4. Posting on the County website

Additionally, REDD acknowledges the county conducted a second direct solicitation to procure grant administrative services for the county's CDBG-NR project. The county's second direct solicitation consisted of:

1. One (1) advertisement in The Coastland Times on July 9, 2023,
2. One (1) advertisement in The Daily Reflector, and on The Daily Reflector's website on July 18, 2023
3. Direct solicitation sent to twelve (12) firms

The Honorable Earl Pugh Jr., Chair
October 6, 2023
Page 2

Resulting in one (1) proposal (Insight Planning & Development) being received after the second direct solicitation. REDD has reviewed the sole source procurement request and based on the review; the county may proceed with the negotiation of an agreement/contract with the single respondent (Insight Planning & Development) for grant administrative services intended for the county's CDBG-NR project, to be effective as of **October 6, 2023**.

It is the responsibility of the county to review its procurement procedures to ensure that the county is maintaining adequate documentation, prior to submitting a sole procurement request to REDD. REDD will review the county's direct solicitation procurement process for the procured administrative services during a future monitoring visit.

We look forward to our continued partnership with you on your CDBG-NR project. Should you have any questions, please contact Cynthia T. Jones, Grants Management Representative at 919-814-4710 or cynthia.jones@commerce.nc.gov.

Sincerely,



Valerie D. Moore Fegans
CDBG Director

VDMF/CTJ

cc: Ms. Kris Cahoon Noble, County Manager, Hyde County
Mr. Richard Mann, Clerk to the Board, Hyde County
Ms. Hannah Elkins, Grant Administrator, Hyde County
Ms. Cynthia T. Jones, Grants Management Representative, NC Commerce
File

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6, 2023
Presenter: Hannah Elkins
Attachment: Yes

ITEM TITLE: CDBG-NR 21C4028 Contract

SUMMARY: CDBG-NR 21C4028 Contract

RECOMMEND: REVIEW

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

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

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

**NORTH CAROLINA
HYDE COUNTY**

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into on this date, _____, by and between **HYDE COUNTY**, a political subdivision of the State of North Carolina, (hereinafter referred to as “COUNTY”), and, **INSIGHT PLANNING & DEVELOPMENT, LLC** a limited liability company duly authorized to do business in the State of North Carolina, (hereinafter referred to as “CONSULTANT”).

For and in consideration of mutual promises to each as hereinafter set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONSULTANT hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in “Attachment 1” (hereinafter collectively referred to as “Services”) for the COUNTY’s **2022 CDBG Neighborhood Revitalization Program (21-C-4028)**. Attachment 1 is hereby incorporated herein by reference and made a part of this Contract.
2. **TERM OF CONTRACT.** The Term of this Service Contract is 36 months from the date of contract unless sooner terminated as provided herein.
3. **PAYMENT TO CONSULTANT.** The COUNTY agrees to pay the CONSULTANT the cost of the services performed based upon the hourly fee schedule in “Attachment 2” which is hereby incorporated by reference and made a part of this Contract. The anticipated probable cost to perform the services is **\$185,095.00**. The CONSULTANT updates its Fee Schedule once a year in January, and hourly rates stated in the Contract will likewise be adjusted. CONSULTANT will provide a revised fee schedule to document any change in fees.

The CONSULTANT will submit monthly invoices by task as outlined in Attachment 1 for work performed during the previous month.

If the Project is abandoned or indefinitely postponed by the COUNTY prior to completion of defined Phases by the CONSULTANT; or if this contract is terminated by either party prior to completion of defined Phases by the CONSULTANT, as outlined herein, the COUNTY shall pay the CONSULTANT an amount equal to costs accrued, plus reimbursable expenses for work on those phases which have been completed, except as otherwise provided below.

4. **ADDITIONAL SERVICES.** No deletions, additions, changes, or revisions shall be made to the scope of services or related fees included in this Contract except by written agreement of the parties hereto. Should the CONSULTANT be required to render additional services not originally specified in Attachment 1 – Scope of Services, an amendment shall be issued, and the COUNTY shall pay the CONSULTANT for such services an amount equal to the expenses incurred in connection with the rendering of such services. Additional services shall include but not necessarily be limited to:
 - Services after completion of the Project, such as inspections during the guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
 - Preparing to serve or serving as a consultant or witness for COUNTY in any litigation, or other legal proceeding involving the Project.
 - Additional services required because of delays, work stoppages, or defaults by other professional consultants or contractors involved in the Project.

- Additional services required because of failure of the COUNTY to act on written recommendations of the CONSULTANT within 30 days of the receipt of such recommendations.
- Any program and/or budget amendments resulting in delays of the implementation of the program or in the addition of activities not included in the original project application.

The Fees for additional services will be charged in accordance with Section 3. Payment to Consultant.

- 5. PROPRIETARY DOCUMENTS.** Original non-public documents, tracings, and reports of the CONSULTANT are, and shall remain, the property of the CONSULTANT.
- 6. SUBCONTRACTING.** Work proposed to be performed under this Contract by the CONSULTANT or its employees shall not be subcontracted without prior written approval by the COUNTY. Acceptance of an offeror's proposal shall include any subconsultant(s) specified therein.
- 7. INSURANCE.** CONSULTANT shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.
- 8. INDEMNITY.** To the fullest extent permitted by laws and regulations, CONSULTANT shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONSULTANT's performance of this Contract or the actions of the CONSULTANT or its officials, agents, or employees under this Contract or under contracts entered into by the CONSULTANT in connection with this Contract. This indemnification shall survive the termination of this Contract.
- 9. NON-DISCRIMINATION IN EMPLOYMENT.** CONSULTANT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability.
- 10. GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Hyde and the State of North Carolina, or the federal district court nearest thereto.
- 11. TERMINATION AND LEGAL REMEDIES OF CONTRACT.** The CONSULTANT and COUNTY mutually agree to the following:
 - a. The CONSULTANT may terminate this Agreement immediately in the event the COUNTY fails to make payment of any amount due to the CONSULTANT within sixty (60) days of its due date.
 - b. Either party may terminate this Contract in the event the other party materially breaches this Contract or fails to perform in any material respect its obligations hereunder; provided that if a party believes that the other party has materially defaulted under or breached this Contract (other than a breach of a payment obligation) and desires to terminate this Contract because of such breach or default, such party ("Aggrieved Party") shall give

written notice of such intent to the breaching party (“Defaulting Party”) and shall grant the Defaulting Party thirty (30) days in which to remedy the cause for termination. During such period, the parties shall make a good-faith effort to assist each other to remedy the breach. If the breach is not remedied or waived by the end of such period, then the Aggrieved Party may terminate this Contract, effective as of the last day of such period.

- c. This Contract may be terminated by one party, if the other party (i) shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; (ii) shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the other party and such appointment shall not be dismissed within thirty (30) days of the date of such appointment; (iii) shall institute any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding related to it under the laws of any jurisdiction; or, any such proceeding shall be instituted (by petition, application or otherwise) against the other party and the same shall not be dismissed within thirty (30) days of the date of its institution; or (iv) shall liquidate, dissolve, terminate or suspend its business operations.
- d. Either party may voluntarily terminate this Contract by giving the other party at least sixty (60) days’ advance written notice of such termination. Upon receipt of a notice of termination from the COUNTY, (i) the CONSULTANT shall continue to perform services and develop a plan for the orderly stoppage of the work at the end of the 60-day notice. The orderly stoppage of the work shall include the delivery, or otherwise making available, to the COUNTY, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Contract, whether completed or in process, and (ii) COUNTY shall pay CONSULTANT all fees and expenses due for services rendered through the 60th day after the notice of termination, a termination penalty of twenty-five percent (25%) of the remaining contract balance, and reimburse the CONSULTANT for all costs and expenses relating to commitments made by CONSULTANT prior to receipt of notice of termination.

12. SUCCESSORS AND ASSIGNS. CONSULTANT shall not assign its interest in this Contract without the written consent of COUNTY. CONSULTANT has no authority to enter into contracts on behalf of COUNTY.

13. COMPLIANCE WITH LAWS. CONSULTANT represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all applicable Federal, State, or local laws.

14. E-VERIFY. As a condition of payment for services rendered under this Contract, CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONSULTANT provides the services to the COUNTY utilizing a subcontractor, CONSULTANT shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONSULTANT shall verify, by affidavit, compliance of the terms of this section upon request by the COUNTY.

15. IRAN DIVESTMENT ACT. CONSULTANT certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local

Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or consultant to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

- 16. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL.** CONSULTANT certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or consultant to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 17. SPECIAL PROVISIONS.** Federal funding sources require additional contractual provisions to be included in contracts for compliance with applicable Federal, State and Local laws. All special provisions are included in "Attachment 3" which is hereby incorporated by reference and made a part of this Contract.
- 18. GOOD STANDING WITH COUNTY.** CONSULTANT certifies that it is not delinquent on any taxes, fees, or other debt owed by CONSULTANT to COUNTY. CONSULTANT covenants and agrees to remain current on any taxes, fees, or other debt owed by CONSULTANT to COUNTY during the Term of this Contract.
- 19. NOTICES.** All notices which may be required by this Contract, or any rule of law shall be effective when received by certified mail sent to the following addresses:
- | | |
|---|-------------------------------------|
| HYDE COUNTY | INSIGHT PLANNING & DEVELOPMENT, LLC |
| Attn: Kris Cahoon Noble, County Manager | ATTN: C. Ryan Cox, President |
| PO Box 188, 30 Oyster Creek Road | 5030 New Centre Drive, Suite A |
| Swan Quarter, NC 27885 | Wilmington, NC 28403 |
| knoble@hydecountync.gov | rcox@insight-pd.com |
- 20. ENTIRE CONTRACT.** This Contract, including all Attachments and/or Exhibits, shall constitute the entire understanding between the COUNTY and CONSULTANT and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 21. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 22. EXISTENCE.** CONSULTANT warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- 23. AUTHORITY.** By execution hereof, the person signing for the CONSULTANT below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONSULTANT.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized officer or agent.

CONSULTANT

C. Ryan Cox, President
Insight Planning & Development

DATE _____

HYDE COUNTY

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

Corrinne Gibbs, Finance Director

DATE _____

Kris Cahoon Noble, County Manager

DATE _____

Approved as to form:

Franz Holscher, County Attorney

DATE _____

“ATTACHMENT 1, 2, and 3” to follow

ATTACHMENT 1

Scope of Services

The CONSULTANT will comply with all applicable requirements of the Grant Agreement between the COUNTY and the NC Department of Commerce, Rural Economic Development Division, and will complete all work within the time specified in the grant agreement.

Board Meetings & Public Hearings

General Program Management

Environmental Review Record

Miscellaneous Funding Conditions

Development and Maintenance of Plans and Policies

- A. Citizen Participation Plan
- B. Fair Housing Plan/Assessment of Fair Housing
- C. Equal Employment and Procurement Plan
- D. Section 3 Plan
- E. Section 504 Plan
- F. Language Access Plan
- G. Residential Anti-Displacement and Relocation Assistance Plan
- H. Complaints and Grievances Procedures for Compliance Plans
- I. Labor Standards Compliance
- J. Administrative Guidelines/Housing Assistance Policy

Development and Maintenance of Project File System

Quarterly Fair Housing Activities

Progress Reporting and Financial Management

- A. Annual Performance & Auxiliary Reports
- B. Review/Approval of Project Invoices
- C. Requisitioning of Expended Funds
- D. Semi-annual Labor Standards Reporting
- E. Closeout Performance Reports

Professional Services Procurement

- A. Development of Request for Proposals/Qualifications
- B. Management of the Evaluation and Award Process
- C. Contracting

ATTACHMENT 1 (continued)

Scope of Services

Construction Services Procurement

- A. Development of Requests for Proposal
- B. Management of the Review and Evaluation Process/Bid Opening
- C. Management of Pre-Bid Conferences
- D. Award Process

Case Management

- A. Unit Income Verification/Application for Assistance
- B. Unit Specific Casefile Management
- C. Compliance Review and Case File Maintenance

Construction Management

- A. Unit Scope of Work Development and Cost Estimates
- B. Addressing of Unit-Specific SHPO Requirements, if applicable
- C. Coordination with Structural Engineer
- D. Conducting Pre-construction Conferences with Homeowner and Contractor
- E. Rehabilitation Inspection
- F. Labor Standards/Wage Interviews/Payroll Review/Reporting, if applicable

Project Close-Out & Monitoring

ATTACHMENT 2 FEE SCHEDULE

The CONSULTANT bills on an hourly basis, based on actual hours worked on the project. Invoices will indicate number of hours worked by position in the table below and per Phase as outlined in ATTACHMENT 1.

Insight Planning & Development – Schedule of Hourly Rates	
Position	Hourly Rate
Principal	\$150.00
Community Development Director	\$135.00
Project Manager	\$125.00
Construction Manager	\$125.00
Construction Inspector	\$110.00
Compliance/Environmental Specialist	\$110.00
Program Administrator II	\$105.00
Program Administrator I	\$95.00
GIS Technician	\$80.00
Administrative/Clerical Staff	\$75.00

Insight Planning & Development – Schedule of Reimbursables	
Prints	\$2.15/sheet
Copies	\$0.25/sheet
Lodging/Per Diem	At cost plus 10%
It is Insight's practice to try to absorb all reasonable "reimbursable" expenses with the exception of printing, copying, and lodging/per diem, if required. If absorbing such expenses becomes overly burdensome, we will advise and request consideration for remuneration for overly burdensome reimbursable expenses.	

ATTACHMENT 3
SPECIAL PROVISIONS
Provisions Required for Use of Federal Funds

1. **CONFLICT OF INTEREST** (2 CFR Part §200.318 General procurement standards). Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.
2. **ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE.** In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following closeout in compliance with 24 CFR §570.490.

The North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of Commerce, Rural Economic Development Division, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.
3. **NONDISCRIMINATION CLAUSE - SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.
4. **AGE DISCRIMINATION ACT OF 1975, AS AMENDED - NONDISCRIMINATION ON THE BASIS OF AGE.** No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
5. **NONDISCRIMINATION ON THE BASIS OF DISABILITY – SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.** No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
6. **SECTION 3 CLAUSE.**
 - a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent

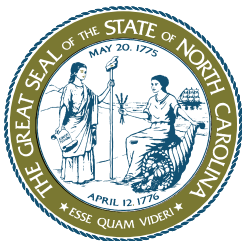
feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

7. LOBBYING.

- a. 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person by the undersigned 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. This 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 and not more than \$100,000 for each failure.



NORTH CAROLINA
DEPARTMENT of
COMMERCE

Rural Economic Development Division
(REDD)

Certification of Eligibility Form

Grantee: HYDE COUNTY

Grant Number: 21-C-4028

Project Name: CDBG – Neighborhood Revitalization

This form must be included in all contracts obligated by grantees and paid with CDBG funds

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Federal Funded Government contracts by **29 CFR §5.12, 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144 - Authority to pay wages and list contractors violating contracts, Davis Bacon Act.**

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Federal Funded Government contract by **29 CFR §5.12, 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144 - Authority to pay wages and list contractors violating contracts, Davis Bacon Act.**

The Federal Debarment and Suspension/ Purchase and Contract List (www.sam.gov) and the State of North Carolina Debarred Vendors/Purchase and Contract List (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) have been reviewed and the contractor or subcontractor has been determined to be eligible to participate in a CDBG assisted project.

We have attached the documentation proving eligibility (websites printout).

<u>Firm Information</u>	
Name:	Insight Planning & Development
Address:	5030 New Centre Drive, Suite A, Wilmington, NC 28403
Federal Identification Number or Social Security Number:	85-3144974
Representative Name and Title:	C. Ryan Cox, President
<u>Verification</u>	
Verification date:	
Verifying Officer Name and Title:	

Firm Representative

Date

Verifying Officer

Date

Grantee Representative

Date

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Hannah Elkins, Grant Administrator
Attachment: Yes

ITEM TITLE: FEMA HMGP Project 4393-0089-R MOA

SUMMARY: The North Carolina Department of Public Safety Division of Emergency Management has presented the County with a MOA for FEMA HMGP Project 4393-0089-R which consists of elevating 27 residential structures at a total of \$3,228,019.

RECOMMEND: APPROVE

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

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

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

STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

AND

COUNTY OF HYDE

MEMORANDUM OF AGREEMENT (MOA)

MOA# 4393-0089-R	County: Hyde
DPS Fund Code: 4393DRNCP00000895	Tax ID/EIN#: 56-6000308
MOA Amount: \$3,171,137.00	FIPS #: 3-70-95

MOA Period of Performance: See Section 21. Period of Performance.

This Memorandum of Agreement ("MOA" of "Agreement") is made on this date 7/31/2023 | 12:43:47 EDT, by and between the **COUNTY OF HYDE** ("County" or **RECIPIENT/SUBGRANTEE**), and the **NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT** ("State" or "NCEM" or **AGENCY/GRANTEE**). For the purposes of this memorandum, the County of Hyde will be referred to as "County" throughout this document and the North Carolina Department of Public Safety, Division of Emergency Management will be referred to as "State."

WHEREAS, in a letter dated June 9, 2020, the Federal Emergency Management Agency (FEMA) approved the Department of Public Safety, Division of Emergency Management State Centric Plan for DR-4393, DR-4412, and DR-4465, incorporated by reference into this Agreement as if fully set out herein, whereby the Division of Emergency Management will serve as the Grantee and perform some of the tasks of the Subgrantee for subgrantees that opt in and agree to participate in the State Centric Model;

WHEREAS, in a memorandum dated March 26, 2021, the Department of Public Safety, Division of Emergency Management notified HMGP Subgrantees regarding the Hazard Mitigation State Centric Implementation with attached State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees);

WHEREAS, the Town/City/County of Hyde completed the State Centric Election Form for all North Carolina Sub-Applicants (Subgrantees) and selected the Opt-In Section agreeing to participate in the **State Centric Model this 31st day of January, 2022;**

State Centric MOA	4393-0089-R	Hyde County
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WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19 et. seq. and N.C.G.S. §§ 143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. § 166A-19.12(25) authorizes the Division to contract for services from vendors specializing in housing elevation, acquisition, demolition, and mitigation reconstruction on private residential structures to implement the federal Hazard Mitigation Grant Program on behalf of the State or political subdivisions; and

WHEREAS, the State and the County represent that it is fully qualified, possesses the requisite skills, knowledge, qualifications, and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the State and the County do mutually agree as follows:

(1) **SCOPE OF WORK**

The State and County shall implement the Hazard Mitigation project summarized below and as described in the approved project application (**Project # 4393-0089-R**) and in accordance with the State Centric Plan. The approved project Application and the State Centric Plan are hereby incorporated by reference into this Agreement as if fully set out herein.

The State, on behalf of the County, will elevate twenty-seven (27) residential structures located within the boundaries of the Special Flood Hazard Area. The structures will be elevated to the Base Flood Elevation (BFE), plus two feet of freeboard as required by the County's Flood Damage Prevention Ordinance. All structures proposed for elevation will be inspected and certified by an engineer to be structurally sound and capable of being elevated safely. All construction will comply with North Carolina state and local building code requirements and specifications. The foundations will be designed to properly address all loads and will be appropriately connected to the floor structure above. The elevation will be designed and implemented consistent with internationally recognized engineering standards, and according to the standards outlined in the ASCE 24-14.

The elevated structures will be placed on a range of possible foundations, which include but are not limited to the following options (which will be delineated by a professional licensed engineer during the feasibility study). The foundations will be either: piers, piles, columns, or fill; foundation curtain wall with footings; reinforced concrete masonry unit (CMU) block walls. The depth of ground disturbance will be 12-24 inches. Environmental protection measures, such as sediment barriers, will be taken. Each site will be dressed and graded for positive drainage and ease of future maintenance.

The structures will be deed restricted in accordance with FEMA requirements to require flood insurance for the life of the structure regardless of the transfer of ownership. The property owners will also be required to maintain the property in accordance with the floodplain management criteria of 44 CFR 60.3 and to comply with any local or state ordinance requirements.

Site Locations:

	Address	City	State	ZIP Code	Latitude	Longitude
1.	19 Marks Path	Ocracoke	NC	27960	35.11502	-75.98076
2.	36 Gaskill Lane	Ocracoke	NC	27960	35.11751	-75.97481
3.	46 Lumpy's Road	Ocracoke	NC	27960	35.11380	-75.97440
4.	94 British Cemetery Road	Ocracoke	NC	27960	35.11500	-75.98213
5.	98 Aretta Street	Ocracoke	NC	27960	35.11512	-75.96677
6.	100 Nubbins Ridge Road	Ocracoke	NC	27960	35.11561	-75.98376
7.	109 Sunset Drive	Ocracoke	NC	27960	35.11277	-75.97545
8.	118 Widgeon Woods Road	Ocracoke	NC	27960	35.10762	-75.98305
9.	129 Nubbins Ridge Road	Ocracoke	NC	27960	35.11620	-75.98296
10.	170 Howard Street	Ocracoke	NC	27960	35.11177	-75.97996
11.	385 Lighthouse Road	Ocracoke	NC	27960	35.10766	-75.98584
12.	495 Back Road	Ocracoke	NC	27960	35.11459	-75.98105
13.	118 Nubbins Ridge Road	Ocracoke	NC	27960	35.11610	-75.98282
14.	138 Loop Road	Ocracoke	NC	27960	35.10601	-75.98561
15.	135 Central Drive	Ocracoke	NC	27960	35.10800	-75.97196
16.	690 Irvin Garrish Highway	Ocracoke	NC	27960	35.10995	-75.97895
17.	11 Trent Road	Ocracoke	NC	27960	35.11433	-75.97193
18.	57 Cemetery Road	Ocracoke	NC	27960	35.11355	-75.97538
19.	60 Pamlico Shore Road	Ocracoke	NC	27960	35.11908	-75.98187
20.	65 Back Road	Ocracoke	NC	27960	35.11051	-75.97726
21.	130 Nubbins Ridge Road	Ocracoke	NC	27960	35.11621	-75.98247
22.	80 Ikey D Road	Ocracoke	NC	27960	35.11306	-75.97204
23.	264 British Cemetery Road	Ocracoke	NC	27960	35.11652	-75.97991
24.	324 Back Road	Ocracoke	NC	27960	35.11312	-75.97865
25.	341 Back Road	Ocracoke	NC	27960	35.11297	-75.97924
26.	677 Irvin Garrish Highway	Ocracoke	NC	27960	35.11012	-75.97852
27.	75 Friendly Ridge Road	Ocracoke	NC	27960	35.11249	-75.97222

Total Estimated Management Costs

\$56,882.00

(2)

CONDITIONS

AGENCY/GRANTEE (State) shall:

- 1) Provide oversight to all contract work and be the initial point of contact for the County to obtain answers to questions on behalf of homeowners or local leadership.
- 2) Process reimbursement requests for all billable time of the County. The State will provide support for filling out these requests in the form of providing documents and advice regarding the reimbursement process. If a reimbursement is returned for lack of information or documentation, Hazard Mitigation (HM) Section Project Managers (PM) will contact the designated County POC to discuss what is missing so corrections can be timely made and resubmitted for payment. The County must submit complete documentation acceptable to the State to receive reimbursement. Attached to this MOA are sample reimbursement documents to show documentation is acceptable to the State (**Attachment B**).
- 3) Be available to meet with County leadership if any questions about the project need to be answered in a public forum. The County POC should notify HM Section Leadership as far in advance as possible so schedules can be worked out to attend County meetings.
- 4) Coordinate contracts related to this project. The coordination of contracts will include the preparation, submission, review, and selection of contractors for each project. As part of these responsibilities, the State will review Cost Reports for invoices incurred and review and approve eligible expenses against project. Traditionally, this role was filled by the County or any sub-contractors the County chose to work with. The State is assuming this role in the hopes and that it can standardize results and timelines throughout the State for those who elect to opt-in to State Centric.
- 5) Set up the **Project Kick-Off Meeting** with the County and Contractor to review the project budget, project scope of work, project timelines/milestones, and associated roles and responsibilities between State, County, and Contractors.
- 6) Be available to answer any questions regarding the conditions of the County that are outlined in this Agreement. The role of the State, in addition to procurement-related and project management activities, is to be a resource for information to make the process as easy as possible.

RECIPIENT/SUBGRANTEE (County) shall:

1) Contact and coordinate with homeowners from application intake to project completion. The County will be the point of contact for the homeowners. Generally, County responsibilities will include communicating with homeowners about project progress and collecting the documents necessary for project success that may be required of the State and Contractor.

Specifically, some of the tasks may include but are not limited to assisting homeowners with the Homeowner Document Packet, executing the duplication of benefits analysis with the homeowner and the collection of documents necessary to this analysis, periodic phone calls/updates to the homeowner, setting up appointments for contractor visits to the home, and attending meetings regarding contract work (**See Attachment A**). All of these and other related activities and the time spent must be documented on the SRMC forms in order to receive reimbursement. (**See Attachment B**).

In accordance with the provisions of 42 U.S.C. 5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. As noted above, the County shall perform a duplication of benefits analysis and notify the State of the existence of any insurance coverage for the costs identified in the approved project application, and of any other entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funds, Minimum Home Repair funds, and other Federal, State, and private funding. The State will provide a DOB spreadsheet to the County and may provide assistance in confirming the existence of State and NFIP funding to assist in the DOB analysis. The County will be responsible for collecting documents from the homeowner to confirm or deny the proper use of all prior recovery funds.

2) Coordinate with local leaders and community government officials including but not limited to, answering routine questions and updates locally, forwarding questions to the State if needed and coordinating meetings with the State and local leadership.

3) Take part in all pre-construction, pre-project, and project update meetings with the contractor and the State to ensure they are fully briefed on all aspects of the project and can provide estimated timelines to their leadership and homeowners participating in the project.

The State may require additional reports as needed in order to complete the project before the end of the Period of Performance (POP) established by FEMA in the FEMA award letter. The POP may be extended. The State will notify the County by letter of any such extensions. Such additional reports could include

new and additional FEMA requirements. The County shall, as soon as possible, provide any additional reports or documentation requested by the State. The State contact will be the Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist for all reports and requests for reimbursement.

4) The County shall be present at all closings (if an acquisition project) in order to take title and possession of the properties acquired in the project and maintain and utilize the properties in open space in perpetuity. The County shall insure compliance with the deed restrictions and flood insurance requirements for the properties.

5) Submit monthly reimbursement requests of billable hours spent conducting the above tasks to the State. Reimbursement requests will be made through the EM Grants or other approved management online system. The State will be available to assist with any questions about EM grants or reimbursements. Each reimbursement request at a minimum must include:

- **County Point of Contact's (POC) Name**
- **Task Being charged for (to include property address)**
- **Rate for POC**
- **Number of hours being reimbursed**

To receive funds under this agreement, the County shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Grant Program Project Manager or Hazard Mitigation Specialist. If the County designates different representatives or designated agents, the County shall notify the State.

6) A standardized form will be used in the submission for these funds against the County Management Costs. The State has provided this form in **Attachment B**. The State can provide additional forms if the County requests.

(3) **BUDGET AND FUNDING**

The State and County will review Cost Reports for invoices incurred, and review and approve eligible expenses against project **4393-0089-R**, which is a sub-award in the **Cost Center 2D530076**.

Budget Information

Total: **\$3,228,019.00**

HMGP funding shall only be used for those items specified in the scope of work referenced above.

(4) **COMPENSATION**

1) The State will provide the management cost funds to the County as allowed in section 5C2 of the State Centric Plan from the allocation provided by FEMA for sub-recipient management costs in Award Letter dated **July 6, 2023**.

Subrecipient Management Costs (SRMC): Expenditure of subrecipient management costs must adhere to FEMA Policy #104-11-1 Hazard Mitigation Grant Program Management Costs (Interim) signed November 14, 2018. FEMA

The Interim Policy requires management costs to be obligated in increments sufficient to cover recipient and subrecipient needs, as allowable by FEMA.

Any funds not expended by the end of the Period of Performance are subject to de-obligation provisions of Paragraph five (5) below.

(5) **DEOBLIGATION**

Pursuant to Paragraph 11 herein and the applicable federal regulations, including but may not be limited to, 2 CFR 200.338, 200.339, 200.345, 200.346, the State must disallow or de-obligate all remaining SUB-RECIPIENT Management costs at the end of the project's Period of Performance.

(6) **REIMBURSEMENT**

All costs must be verified through time sheets and other appropriate documentation, which document the employee's name, hours worked in support of this grant, specified in detail in paragraph two (2) "**Conditions**"; the tasks performed on each property, and the employee's pay rate. Payment shall be submitted to the County after receipt of properly completed Requests for Reimbursement through EM Grants, within thirty (30) days after receipt of completed time sheets. **(See Attachment B)**

(7) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

The County and the State shall be governed by applicable State and Federal laws, rules, regulations, guidance, and policies.

(8) **MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in

writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(9) **RECORD KEEPING AND AUDITS**

All financial and programmatic records, supporting documents statistical records and other records of the State and County shall be retained pursuant to 2 C.F.R. Part 200, 09 NCAC Part 3M, and the applicable Records Retention Schedule. All original records pertinent to this Agreement shall be retained by the State and County for **5 years** following the date of termination of this Agreement or of submission of the final closeout report or the applicable Records Retention Schedule, whichever is later, with the following exceptions:

If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved.

The County, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the State, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the State.

The County shall also provide the State with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(10) **LIABILITY**

- (a) Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right, or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- (b) Except as otherwise provided in subparagraph (c) below, the County shall be solely responsible to parties with whom it shall deal in carrying out the

terms of this Agreement, and shall save the State harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, the County agrees that it is not an employee or agent of the State, but is an independent contractor.

- (c) The County agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by the State or any other recipient or subgrantee to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION/OPT OUT

- (a) If any of the following events occur ("Events of Default"), all obligations on the part of the State to make any further payment of funds hereunder shall, if the State so elects, terminate, and the State may at its option exercise any of its remedies set forth herein, but the State may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
 - 1. If any warranty or representation made by the County in this Agreement or any previous Agreement with the State shall at any time be false or misleading in any respect, or if the County shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the State and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 - 2. If any reports required by this Agreement have not been submitted to the State or have been submitted with incorrect, incomplete, or insufficient information;
 - 3. If the County elects not to perform any of the work/conditions called for under this Agreement;
 - 4. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the N.C. General Assembly, or the Office of State Budget and Management.
- (b) Upon the happening of an Event of Default, then the State may, at its option, upon written notice to the County and upon the County's failure to timely cure, exercise any one or more of the following remedies, either

concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the State from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the County is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;
 2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any other rights or remedies which may otherwise be available under law.
- (c) The State may terminate this Agreement for cause upon such written notice to the County of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the County to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.
- (d) Suspension or termination constitutes final State action. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- (e) The County shall return funds to the State if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- (f) Notwithstanding the above, the County shall not be relieved of liability to the State by virtue of any breach of Agreement by the County. The State may, to the extent authorized by law, withhold any payments to the County for purpose of set-off until such time as the exact amount of damages due the State from the County is determined.

(12) **OTHER PROVISIONS**

- (a) The validity of this Agreement is subject to the truth and accuracy of all

the information, representations, and materials submitted or provided by the County, in the Application, in any subsequent submission or response to the State request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference into this Agreement as if fully set out herein. The lack of accuracy thereof or any material changes shall, at the option of the State and with thirty (30) days written notice to the County, cause the termination of this Agreement and the release of the State from all its obligations to the County.

- (b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- (c) No waiver by the State of any right or remedy granted hereunder or failure to insist on strict performance by the County shall affect or extend or act as a waiver of any other right or remedy of the State hereunder, or affect the subsequent exercise of the same right or remedy by the State for any further or subsequent default by the County. Any power of approval or disapproval granted to the State under the terms of this Agreement shall survive the terms and life of this agreement as a whole.

(13) SUBCONTRACTS

- (a) If the County subcontracts any or all of the tasks or work required under this Agreement, the County agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the State.
- (b) The County agrees to include in the subcontract that the subcontractor shall hold the State and County harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the County subcontracts, a copy of the executed subcontract must be forwarded to the State within ten (10) days of execution of said subcontract.
- (d) Contractual arrangement shall in no way relieve the County of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(14) **TERMS AND CONDITIONS**

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(15) **STANDARD CONDITIONS**

The State and the County agree to be bound by the following standard conditions:

- (a) The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the North Carolina General Assembly and is contingent upon Congress providing Hazard Mitigation Grant Program funds for projects.
- (b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.
- (c) The State reserves the right to unilaterally cancel this Agreement for refusal by the County to allow public access to all documents, papers, letters, or other material subject to the provisions of the N.C. General Statutes and made or received by the County in conjunction with the Agreement.

(16) **LOBBYING PROHIBITION**

No funds or other resources received from the State in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department. The County shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended). If applicable, the County must sign and submit to the State the Certification Regarding Lobbying, attached as **Attachment C**, and incorporated by reference herein.

(17) **LEGAL AUTHORIZATION**

The County certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The County also certifies that the undersigned possesses the authority to legally execute and bind the County to the terms of this Agreement.

(18) ASSURANCES

The County shall comply with the requirements in the applicable Assurances form, incorporated by reference into this Agreement as if fully set out herein.

(19) FEMA REQUIRED CONTRACT PROVISIONS

The County shall comply with the applicable FEMA Required Contract Provisions, attached as **Attachment D** and incorporated by reference into this Agreement as if fully set out herein.

(20) HAZARD MITIGATION PLAN

If the County is a local governmental entity, the County shall complete, adopt, and update an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer and in accordance with FEMA and State requirements including but may not be limited to, 44 C.F.R. 201.6, 44 CFR 201.3, and N.C.G.S. 166A-19.41. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the State. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

(21) PERIOD OF PERFORMANCE

The Period of Performance (POP) expires on **March 12, 2025**. The POP may be extended beyond the original date by extensions that the State may request, and FEMA may grant. If the original POP is extended, the State will send a letter to the County notifying them of such an extension. Any expirations/extensions of the POP will not affect the effectiveness of the MOA itself but may be relevant to conditions contained herein.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, on this day of 7/31/2023 | 12:43:47 EDT.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

BY: William C. Ray
WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE 7/31/2023 | 09:42:18 EDT

WITNESS:

BY: Casandra Hoekstra
CASANDRA S. HOEKSTRA
CHIEF DEPUTY SECRETARY ADMINISTRATION
DEPARTMENT OF PUBLIC SAFETY
DATE 7/31/2023 | 12:43:47 EDT

WITNESS:

BY: Kris Cahoon Noble
KRIS CAHOON NOBLE
COUNTY MANAGER
HYDE COUNTY
FEDERAL EMPLOYER ID #56-6000308
DATE 7/31/2023 | 05:17:40 PDT

APPROVED AS TO PROCEDURES:

BY: Dr. Sharon Marsalis
SHARON MARSALIS Ph.D., BUDGET DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE 7/27/2023 | 15:27:31 EDT

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, CHIEF DEPUTY SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: Will Polk
DEPUTY GENERAL COUNSEL

ATTACHMENT A: AGENCY AND SUBRECIPIENT CONDITIONS

State Centric Model Agency & Subrecipient Obligations (Opt-In)			
Project Phase	Agency / State	Subrecipient / County	Contractor / Vendor
Project Development Phase	Application is built and submitted to FEMA as Applicant and Counties are Subrecipients.	Conduct intake/nominate properties.	
FEMA Award Letter Received	- Contracts sets up for bid. - MOA prepared and signed.	Coordinate with homeowners to answer questions, identify withdrawals, collect documents, and other information needed for project success.	- Responds to bid requests. - Signs BAFO. - Contracts directly with State.
Project Management	Project Managers conduct kick-off meeting and additional meetings to support the project.	- Coordinate with vendors to administer needed permits and DOT requirements, needed for project success. - Participate in all scheduled meetings with State and Contractor.	- Requests needed permits for project completion from County. - Begin work and meet timeline quotas.
Project Completion	- Work completion verified. - QA/QC inspections performed.	- Inspect to ensure project meets building codes. - Be present for all closings (acquisitions only) and ensure deed restriction compliance.	Notify State of work completion.
Request for Reimbursement / Request for Subrecipient Management Costs (SRMC)	- Requests for Reimbursement are received and processed. - Requests for SRMC are received and processed.	Submit request for reimbursement to the state for charges incurred during project management. Counties will produce (by deadline) reports, receipts, and other documents requested by State.	- Submit request for payment to the State. - Submit invoices, receipts, and other documents requested to receive payment.
Closeout Phase	- Verify work/receipts and reimburses County. - Contractors are paid directly by the State. - State closes out project.	Payment received for Subrecipient Management Costs.	Payment received.

ATTACHMENT B: SUBRECIPIENT MANAGEMENT COST FORMProject #: _____ County: _____ Modification #: N/A

Applicant Name: _____

Project Title: _____

Point of Contact

Name: _____ Title: _____

Agency: _____ Address: _____

Phone: _____ Email: _____

Current Federal Share Amount: \$ _____ - Cost Share Percentage: _____ #DIV/0!

Total Project Costs	
Total Estimated SRMC Ceiling <i>*up to 5% of total project costs (**adjusted based on cost share)</i>	<u>#DIV/0!</u>

Sub-Recipient Management Costs Details

A. Personnel (In-House Labor) **If "Salaried" convert to hourly rate (Salary/2080 = Hourly Rate)*

Position	Base Rate	Fringe %					Total Rate	Hours	Costs
		FICA	Health Insurance	Life Insurance	Retirement	Other			
							\$-		\$-
							\$-		\$-
							\$-		\$-
							\$-		\$-
							\$-		\$-
Pre-Award							\$-		\$-
Estimated Subtotal:									\$-

Narrative:

--

B. Contractual Services

Company Name(s) or Consultant(s)	Purpose	Costs
Pre-award		
Estimated Subtotal:		\$ -
Narrative:		

C. Indirect Costs * Must have a federally approved indirect cost rate. Must attach letter from Cognizant Agency.

Description	Base	Rate	Costs
	\$ -		\$ -
Estimated Subtotal:			\$ -
Narrative:			

Total Estimated Sub-Recipient Management Cost Request:

\$ -

Maximum amount that can be claimed (5%)

#DIV/0!

If negative, adjust budget above by amount shown

#DIV/0!

Pre-award Sub-Recipient Management Cost is requested in the amount of:**Pre-award activities were performed by (Position(s) or Company):**

Estimated Start Date:

Please select an option below:

--

Solicitation, review, and processing of subapplications and subawards

State Centric MOA

4393-0089-R

Hyde County

Subapplication development regarding feasibility and effectiveness, and BCA

Pre-award SRMC can only be requested in Year 1. Supporting documentation is required with this request.

Strategic Funds Management (SFM) - Sub-Recipient Management Costs (SRMC) need to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated.

Annual Breakdown of Estimated SRMC			
Year 1	Year 2	Year 3	Total Estimated SRMC
			\$ -

Sub-Recipient Acknowledgement: *Authorized Agent or Point of Contact (POC) can sign

Our organization is declining the use of SRMC funding for the referenced project.

****Authorized Agent must sign for declining funds**

This request is related to eligible indirect costs, direct administrative costs, or other administrative expenses associated with this specific project.

The administrative requirements of the Code of Federal Regulations Title 2 Part 200: Uniform Administration Requirements (2 CFR 200) have been met.

Name: _____ Authorization: _____

Title: _____

Signature: _____ Date: 02/14/2023

ATTACHMENT C : CERTIFICATION REGARDING LOBBYING (Appendix A, 44 C.F.R. Part 18)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned 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 an 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 and not more than \$100,000 for each such failure.

The RECIPIENT/SUBGRANTEE, **Kris Cahoon Noble**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the RECIPIENT/SUBGRANTEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of RECIPIENT/SUBGRANTEE's Authorized Official

COUNTY MANAGER

Name and Title of RECIPIENT/SUBGRANTEE's Authorized Official

Date

ATTACHMENT D: FEMA REQUIRED CONTRACT PROVISIONS, FEMA RULES AND REGULATIONS (2 CFR Part 200, Appendix II)

To the extent applicable, the following are the requirements that RECIPIENT/SUBGRANTEE must agree to in order to be awarded any contract under this MOA. If RECIPIENT/SUBGRANTEE is unwilling to meet any of these requirements, RECIPIENT/SUBGRANTEE's submittal shall not be considered.

1. **No governmental non-competes.** RECIPIENT/SUBGRANTEE shall not impose or enforce any non-competition agreement upon the employees included in RECIPIENT/SUBGRANTEE's proposal that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this MOA the RECIPIENT/SUBGRANTEE affirms this condition, as directed in **Section 6. Selection Criteria** of this MOA. This affirmation is a material condition for the State's award of any work under this MOA.
2. **Program Monitoring.** RECIPIENT/SUBGRANTEE agrees to assist and cooperate with the Federal grantor agency and State or their duly designated representatives in the monitoring of the project or projects to which this contract relates, and to provide in form and manner approved by STATE such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Termination for Cause.** If through any cause, RECIPIENT/SUBGRANTEE shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if RECIPIENT/SUBGRANTEE shall violate any of the covenants, agreements, or stipulations of the Contract, State shall thereupon have the right to terminate this Contract by giving written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date of such termination. Unless a shorter time is determined by State to be necessary, State shall effect termination according to the following procedure:
 - a. **Notice to Cure.** State shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The RECIPIENT/SUBGRANTEE shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
 - b. **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, State may terminate the Contract, in whole or in part. State shall give the RECIPIENT/SUBGRANTEE written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
 - c. In such event, all finished or unfinished documents, data, studies, and reports prepared by RECIPIENT/SUBGRANTEE entitle RECIPIENT/SUBGRANTEE's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, RECIPIENT/SUBGRANTEE shall not be relieved of liability to State for damage sustained to State by virtue of any breach of this Contract by RECIPIENT/SUBGRANTEE. State may withhold any payments to RECIPIENT/SUBGRANTEE for the purpose of set off until such time as the exact amount of damages due State from RECIPIENT/SUBGRANTEE is determined.
4. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the RECIPIENT/SUBGRANTEE.

5. **Equal Employment Opportunity.** During the performance of this contract, the RECIPIENT/SUBGRANTEE agrees as follows:

- a. The RECIPIENT/SUBGRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The RECIPIENT/SUBGRANTEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT/SUBGRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The RECIPIENT/SUBGRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT/SUBGRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The RECIPIENT/SUBGRANTEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the RECIPIENT/SUBGRANTEE's legal duty to furnish information.
- d. The RECIPIENT/SUBGRANTEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the RECIPIENT/SUBGRANTEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The RECIPIENT/SUBGRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The RECIPIENT/SUBGRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the RECIPIENT/SUBGRANTEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the RECIPIENT/SUBGRANTEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The RECIPIENT/SUBGRANTEE will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a RECIPIENT/SUBGRANTEE becomes involved in, or is threatened with, litigation with a subcontractor or RECIPIENT/SUBGRANTEE as a result of such direction by the administering agency, the RECIPIENT/SUBGRANTEE may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of RECIPIENT/SUBGRANTEES and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a RECIPIENT/SUBGRANTEE debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon RECIPIENT/SUBGRANTEES and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6. **Anti-Discrimination.** RECIPIENT/SUBGRANTEE will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

- a. *Overtime requirements.* No RECIPIENT/SUBGRANTEE or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR §5.5(b)(1), the RECIPIENT/SUBGRANTEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such RECIPIENT/SUBGRANTEE and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR §5.5(b)(1).
- c. *Withholding for unpaid wages and liquidated damages.* State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the RECIPIENT/SUBGRANTEE or subcontractor under any such contract or any other Federal contract with the same prime RECIPIENT/SUBGRANTEE, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime RECIPIENT/SUBGRANTEE, such sums as may be determined to be necessary to satisfy any liabilities of such RECIPIENT/SUBGRANTEE or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR §5.5(b)(2).

- d. *Subcontracts.* The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime RECIPIENT/SUBGRANTEE shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR §5.5(b)(2) through (4).

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

- a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.
- c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The RECIPIENT/SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The RECIPIENT/SUBGRANTEE agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the National Oceanic and Atmospheric Administration, and the appropriate Environmental Protection Agency Regional Office.
- c. The RECIPIENT/SUBGRANTEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the RECIPIENT/SUBGRANTEE is required to verify that none of the RECIPIENT/SUBGRANTEE's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The RECIPIENT/SUBGRANTEE must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by State. If it is later determined that the RECIPIENT/SUBGRANTEE did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The RECIPIENT/SUBGRANTEE agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

RECIPIENT/SUBGRANTEES who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, RECIPIENTS/SUBGRANTEES must sign and submit to the RECIPIENT/SUBGRANTEE the certification in Attachment B.

11. Procurement of Recovered Materials.

- a. In the performance of this contract, the RECIPIENT/SUBGRANTEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The RECIPIENT/SUBGRANTEE also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 12. Women and Minority Owned Businesses.** 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and RECIPIENT/SUBGRANTEE to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establishes

a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.

13. Access to Records. The following access to records requirements apply to this contract:

- a. The RECIPIENT/SUBGRANTEE agrees to provide State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the RECIPIENT/SUBGRANTEE which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The RECIPIENT/SUBGRANTEE agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The RECIPIENT/SUBGRANTEE agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, State and the RECIPIENT/SUBGRANTEE acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. RECIPIENT/SUBGRANTEE agrees to allow the departments and agencies of the State of North Carolina, FEMA, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of RECIPIENT/SUBGRANTEE which are directly pertinent to the NCEM Program for the purpose of making audits, examinations, excerpts, and transcriptions.

14. Records Retention. All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

15. Energy Efficiency. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

16. Personnel. RECIPIENT/SUBGRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by RECIPIENT/SUBGRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

17. **Program Fraud and False or Fraudulent Statements or Related Acts.** RECIPIENT/SUBGRANTEE acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
18. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, RECIPIENT/SUBGRANTEE, or any other party pertaining to any matter resulting from the contract.
19. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The RECIPIENT/SUBGRANTEE will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
20. **DHS, Seal, Logo, and Flags.** The RECIPIENT/SUBGRANTEE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
21. **Davis-Bacon Act.** If applicable, Compliance with the Davis-Bacon Act.
- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The RECIPIENT/SUBGRANTEE shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. RECIPIENT/SUBGRANTEE are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - c. Additionally, RECIPIENT/SUBGRANTEE are required to pay wages not less than once a week.
22. **Copeland Anti-Kickback Act.** If applicable, Compliance with the Copeland "Anti-Kickback" Act.
- a. RECIPIENT/SUBGRANTEE. The RECIPIENT/SUBGRANTEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The RECIPIENT/SUBGRANTEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23. **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) <https://www.sam.gov/SAM/> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6, 2023
Presenter: Kris Cahoon Noble, Manager
Attachment: Yes - Agreement

ITEM TITLE: Ocracoke Fireworks 2024 Sponsorship

SUMMARY: Hyde County partners each year with the Ocracoke Civic and Business Association and the Ocracoke Occupancy Tax Board to bring fireworks to the island on Independence Day. The county serves as the sponsor/insurance holder and provides permitting, inspection and emergency management for the event. Funding for the show is supplied by the Occupancy Tax Board and organization of the event is provided by OCBA.

RECOMMEND: APPROVE HYDE COUNTY AS SPONSOR AND INSURANCE HOLDER OF THE 2024
OCRACoke FIREWORKS DISPLAY

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

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

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

Board of Commissioners

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

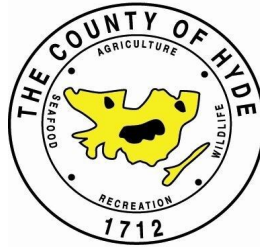
COUNTY OF HYDE

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

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Richard Mann
Clerk to the Board



November 6, 2023

Hyde County supports the Ocracoke 2024 Independence Day Fireworks Show as the sponsor/policy holder. Hyde County intends to enter into a contract with Pyrotecnico Fireworks, INC. as the provider of the County's annual firework display.

Hyde County authorizes the Permit Application to be submitted to the Dare County Office of the Fire Marshall as required to hold the 2024 Independence Day Ocracoke Fireworks display.

Earl Pugh, Jr.

Chair, Hyde County Board of Commissioners

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6, 2023
Presenter: Kris Cahoon Noble, Manager
Attachment: Yes - Letter

ITEM TITLE: Response to Audit Findings

SUMMARY: On September 25, 2023, Alan Thompson of Thompson, Price, Scott, Adams & Co. presented Hyde County's FY 2021-2022 Audit. A requirement of the Local Government Commission is for Hyde County to supply a response to our findings. Attached please see the response to Hyde County's FY 2021-2022 audit findings.

RECOMMEND: REVIEW AND DISCUSS

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

MOTION SECONDED BY: ☐ PUGH
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VOTE: ☐ PUGH
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☐ MOORE

Board of Commissioners

Earl Pugh, Jr., Chair
Shannon Swindell, Vice-Chair
Benjamin Simmons, III
Randall Matthews
Jan Moore

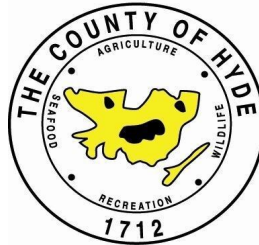
COUNTY OF HYDE

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

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Richard Mann
Clerk to the Board



November 6, 2023

To: The North Carolina Local Government Commission

Dear Sir or Madam:

Please see our responses to the audit findings and financial performance indicators of concern (FPICs) that were presented to our Board of Commissioners by our auditor for the fiscal year June 30, 2022 audit.

Finding 2022-001 Reconciliation of Records

The County agrees with this finding. The County has added capacity by hiring an Accounting Specialist II to assist with reconciling all material general ledger account balances. The County has also added capacity by hiring a Grant Administrator to assist with grant reconciliations, reporting, and compliance. The County has also purchased a new accounting software to help alleviate some of the burden on it's currently understaffed departments.

The Accounting Specialist II position was filled in September 2021. The Grant Administrator position was filled in June 2023. The accounting software was purchased, and implementation begun in July 2022. Please note that while the utilization of our new accounting software will bring efficiencies to assist the department in a manner to address this finding in the long term, the implementation process has created additional duties for our already small staff in the short term.

Timely reconciliation of records is one of our most highly prioritized goals to achieve not only in regard to the audit process but also in regard to the implementation and ultimate utilization of the new software system. During the implementation process, the project team consisting of members of the Finance, Accounting, IT and Administration Departments meet regularly to ensure the new system will be supported by new policies and procedures created through this process and approved by our Board of Commissioners.

These new policies will produce procedures that will ensure timely reconciliation of records with responsibilities and timelines clearly defined. The policies and procedures are currently under development however many key learnings from the process have already been implemented during the process. Hyde County has partnered with the North Carolina Association of County Commissioners to assist in the writing of the Policies and Procedures as identified in the software implementation process. This work is scheduled to begin November 2023 and will

utilize the project team's key learnings thus far as a base for the policy as well as other best practices as identified by the NCACC.

Finding 2022-002 Late Submission of Audit

The County agrees with this finding. The County has added capacity by hiring an Accounting Specialist II to assist with reconciling all material general ledger account balances. The County has also added capacity by hiring a Grant Administrator to assist with grant reconciliations, reporting, and compliance. The County has also purchased a new accounting software to help alleviate some of the burden on it's currently understaffed departments.

The Accounting Specialist II was position was filled in September 2021. This position is integral to the timely submission of audits and added a tremendous amount of capacity targeted toward the goal of completing timely submissions of our audits. This position is a stand alone position within a newly created Accounting Department with one of the most highly prioritized responsibilities of the department and the position to complete our audits in as timely a manner as possible. This structuring allows our finance team to continue to focus on daily operations while supporting the accounting department in the work items needed to complete the audit.

The Grant Administrator position was filled in June 2023. The Grant Administrator works closely with the Accounting Specialist II and the Finance Department to ensure projects are properly accounted for within the accounting software. By working closely together at the onset of each project and throughout the process, audits of the individual projects are much less time consuming.

The accounting software was purchased, and implementation begun in July 2022. The accounting software is cloud based allowing our audit team to access real time information from the cloud and foregoing the step of Hyde County staff uploading data into an audit portal in most cases. Our software implementation team continues to have key learnings through the process and have developed new procedures to upload documents attached to transactions to allow more information to be available to staff and the auditors. This should save time and should contribute to the overall efforts towards getting our audit schedule into compliance for the long term.

Finding 2022-003 Segregation of Duties

The County agrees with this finding. The County will evaluate our internal control processes and segregate custody, authorization, reconciliation and recording duties as much as it is possible with it's current staffing and will add mitigating controls to help alleviate our segregation of duties issues.

The County has asked for assistance from the NCACC to assist in the process of evaluating internal controls which will be incorporated in the development of comprehensive policies and procedures and best practices. All team members within the Finance and Accounting Departments have completed a one month time study as a part of their work with NCACC to aid in the future addition of staff to ensure the position(s) created enhance our ability to segregate duties while meeting other goals of adding capacity to meet operational demands and completion of timely audits.

During the implementation of the accounting software, close attention has been focused on ways the software, coupled with effective policies and procedures can further segregate duties. Key learnings from all team meetings have been integrated into our draft policies and procedures and will be included in the final document and final day to day procedures.

Finding 2022-004 Budget Violation

The County agrees with this finding. The County has adopted budgets for these funds for the fiscal year ending June 30, 2023.

Finding 2022-005 Budget Violation

The County agrees with this finding. The County Manager and Finance Officer will review budget versus actual reports on a monthly basis and make budget amendments as necessary to ensure that all County expenditures are properly appropriated.

The new software implemented in July 2022 will not allow an expenditure that is over budget to be processed within the system without the approval of the Finance Officer. This will prevent over expenditures within departmental budgets automatically. The newly implemented software will also give department heads real time budgetary information that will allow them more effective decision making leading to better budget procedures.

Finding 2021-007 Prior Period Adjustments

The County agrees with this finding. The Finance Department worked extremely hard to ensure that all of our material general ledger accounts were reviewed, reconciled, and properly adjusted to ensure that our financial statements were materially accurate for the June 30, 2022 fiscal year. An Accounting Specialist II was hired in September 2021 to aid in this process and to add much needed capacity in our understaffed Finance Department. We will continue to put procedures in place to ensure that our financials are properly adjusted and we do not anticipate any necessary prior period adjustments going forward.

FPIC – Late Submission of Audit

The County agrees with this finding. The County has added capacity by hiring an Accounting Specialist II to assist with reconciling all material general ledger account balances. The County has also added capacity by hiring a Grant Administrator to assist with grant reconciliations, reporting, and compliance. The County has also purchased a new accounting software to help alleviate some of the burden on it's currently understaffed departments.

The Accounting Specialist II was position was filled in September 2021. This position is integral to the timely submission of audits and added a tremendous amount of capacity targeted toward the goal of completing timely submissions of our audits. This position is a stand alone position within a newly created Accounting Department with one of the most highly prioritized responsibilities of the department and the position to complete our audits in as timely a manner as possible. This structuring allows our finance team to continue to focus on daily operations while supporting the accounting department in the work items needed to complete the audit.

The Grant Administrator position was filled in June 2023. The Grant Administrator works closely with the Accounting Specialist II and the Finance Department to ensure projects are properly accounted for within the accounting software. By working closely together at the onset

of each project and throughout the process, audits of the individual projects are much less time consuming.

The accounting software was purchased, and implementation begun in July 2022. The accounting software is cloud based allowing our audit team to access real time information from the cloud and foregoing the step of Hyde County staff uploading data into an audit portal in most cases. Our software implementation team continues to have key learnings through the process and have developed new procedures to upload documents attached to transactions to allow more information to be available to staff and the auditors. This should save time and should contribute to the overall efforts towards getting our audit schedule into compliance for the long term.

FPIC – Budgeted vs Actual Tax Collections

The County agrees with this finding. Hyde County is actively working on a delinquent tax collection project with team members including the County Manager, Tax Administrator, Deputy Tax Administrator and Lead for North Carolina Fellow from the UNC School of Government to address tax collection issues to increase and stabilize our tax collection rate.

This is a multifaceted project with team meetings held biweekly focused on addressing weaknesses in our tax collection process and improving those processes through documented policies and procedures. A major project component is addressing delinquent accounts. Several new policies and procedures will be created to address delinquent accounts.

A new payment plan policy is currently being developed by the project team and will be presented for adoption by the Board of Commissioners after completion. Payment Plan Policies and Procedures will provide a framework to increase collections while ensuring fair and equitable collection practices. Delinquent account holders will be given an option to enter into an approved payment plan as a first option of collection.

Other collection options will be utilized when the payment plan options are not effective including various methods of enforced collections. Enforced collection methods that will be identified in the policy include but are not limited to garnishments, foreclosures, bank attachments, and the seizure of personal property.

Hyde County has additionally added capacity in the tax department with the restructuring and hiring of an open position and the addition of a contracted employee. These two employees will make it possible to more effectively audit tax accounts to increase our revenue streams. This additional capacity will also be beneficial in the process of linking the Farragut Tax Software currently utilized to the new finance software system currently being implemented allowing optimal information sharing between the two systems.

FPIC – Budget Violations

The County agrees with this finding. The County Manager and Finance Officer will review budget versus actual reports on a monthly basis and make budget amendments as necessary to ensure that all County expenditures are properly appropriated.

The new software implemented in July 2022 will not allow an expenditure that is over budget to be processed within the system without the approval of the Finance Officer. This will prevent over expenditures within departmental budgets automatically. The newly implemented software

will also give department heads real time budgetary information that will allow them more effective decision making leading to better budget procedures.

FPIC – County on the Unit Assistance List

The County agrees with this finding. Hyde County has been actively engaged in taking advantage of the opportunities offered to it from agencies addressing the county's designation on the Unit Assistance List. Guidance from the Local Government Commission has been noted and incorporated into the county's best practices, the daily operating procedures and the yearly budgeting process. The county has been compliant in meeting the requirements of the UAL program including attending meetings and training.

The county has shown commitment to improvement by adding additional capacity in accounting, grants management and tax in addition to striving to compile, adopt and comply with policies and procedures that works towards removal from the UAL. The county has also shown commitment through the purchase and integration of software platforms including the Farragut Tax Software and the OpenGov Financial Reporting Software.

Hyde County has worked with partners including but not limited to the North Carolina Association of County Commissioners for assistance regarding capacity, talent, process review, etc. to help the County move towards removal of the UAL and will continue to take advantage of any and all opportunities offered.

In conclusion, we appreciate the opportunity to respond to our audit findings and further appreciate the opportunities offered to us to improve our processes and outcomes. Thank you for your support and guidance.

Sincerely,

Kris Cahoon Noble
County Manager
County of Hyde

Cc: Hyde County Board of Commissioners

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Kris Cahoon Noble, County Manager
Attachment: Yes

Item Title: BUDGET MATTERS

Summary: Departmental budget revisions and amendments will be presented by department managers or the County Manager for Board discussion and approval.

Health Department

Department	Line Item	Debit	Credit
General Health	Capital Outlay	\$22,672	
Medicaid Escrow	Revenue		\$22,672
Total - \$22,672			

Also attached is a Health Department monthly activity report just for supplemental review.

Sheriff's Office

Line Item	Debit	Credit
Equipment	\$3,276.80	
Appropriate Fund Balance		\$3,276.80
Total - \$3, 376.80		

Ocracoke Trams Project

Line Item	Debit	Credit
Project Exp.	\$240,000	
NCDOT Grant		\$120,000
Transfer from Fund 100		\$ 10,000
Transfer from Fund 760		\$110,000
Transfer from Fund 825	\$10,000	
Appropriated Fund Balance		\$10,000
Total - \$250,000		

RECOMMEND: Discussion and approve budget revisions and amendments.

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

MOTION SECONDED BY: ☐ PUGH
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☐ MATHEWS
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VOTE: ☐ PUGH
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HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE
11/6/2023

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

(FO USE)
BR # OR
IDT#

DEPARTMENT

ACCOUNT #

LINE ITEM ACCOUNT NAME /
EXPLANATION

DEBIT

CREDIT

09/24

General Health

100-57425-600-590

Capital Outlay

\$ 22,672.00

Medicaid Escrow

100-40746-600-000-00000-05

Revenue

\$ 22,672.00

TOTAL

\$ 22,672.00 \$ 22,672.00

Funding required to pave the parking lot behind the Health Department, where staff and county vehicles park. Calloway's Paving is providing the work. Budget is increased, but no local appropriations are required, as Medicaid Escrow will cover the cost.

REQUESTED

Duana L. Gibbs

DATE

11/6/23

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

HYDE COUNTY BOARD OF COMMISSIONERS FYE 23-24 BUDGET REVISION

[illegible]

REQUESTED _____ DATE _____

APPROVED... CO MANAGER CO COMMISSIONER-CHAIR CLERK TO THE BOARD

ENTERED LEDGER/DATE _____

[illegible]

ENTERED LEDGER/DATE _____

[illegible]

[illegible]

[illegible]

[illegible]

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Chair, Vice-Chair, Commissioners, Manager
Attachment: No

ITEM TITLE: MANAGEMENT REPORTS

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

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

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

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

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

MOTION SECONDED BY: ☐ PUGH
☐ SIMMONS
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VOTE: ☐ PUGH
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Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

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

RECOMMEND: Receive comments.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 6th, 2023
Presenter: Board of Commissioners

ITEM TITLE: CLOSED SESSION

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

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

RECOMMEND: Enter into the Closed Session if required.

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(ENTER)	☐ SIMMONS		☐ SIMMONS		☐ SIMMONS
	☐ MATHEWS		☐ MATHEWS		☐ MATHEWS
	☐ SWINDELL		☐ SWINDELL		☐ SWINDELL
	☐ MOORE		☐ MOORE		☐ MOORE

MOTION MADE BY:	☐ PUGH	MOTION SECONDED BY:	☐ PUGH	VOTE:	☐ PUGH
(EXIT)	☐ SIMMONS		☐ SIMMONS		☐ SIMMONS
	☐ MATHEWS		☐ MATHEWS		☐ MATHEWS
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	☐ MOORE		☐ MOORE		☐ MOORE

ACTION TAKEN IN OPEN SESSION:

MOTION MADE BY:	☐ PUGH	MOTION SECONDED BY:	☐ PUGH	VOTE:	☐ PUGH
(ACTION)	☐ SIMMONS		☐ SIMMONS		☐ SIMMONS
	☐ MATHEWS		☐ MATHEWS		☐ MATHEWS
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Supplemental Information

USFWS calls for public comment on Lake Mattamuskeet

From USFWS

Mattamuskeet National Wildlife Refuge

Over the past decade, Lake Mattamuskeet has experienced declines in water quality, transitioning from a lake dominated by dense grass beds to one dominated by microscopic blue-green algae, also known as cyanobacteria. Fueled by excess nutrients, these cyanobacteria, along with the high levels of suspended sediments in the lake, block sunlight and prevent growth of submerged grasses that are very beneficial to fish and wildlife. In

2022, the U.S. Fish and Wildlife Service was approached by the University of NC Institute of Marine Sciences and BlueGreen Water Technologies who had identified Lake Mattamuskeet as a potential study site for a trial treatment of cyanobacteria. After several discussions and field visits with the project team and state partners, the U.S. Fish and Wildlife Service produced a draft Environmental Assessment for the proposed cyanobacteria treatment on Lake Mattamuskeet.

The U.S. Fish and Wildlife Service announces the availability of this

draft Environmental Assessment and is seeking comments from the public on the proposed action. Copies can be accessed at the refuge office, from the Mattamuskeet National Wildlife Refuge webpage, or at the following link: <https://www.fws.gov/story/2023-09/seeking-public-comment-draft-environmental-assessment-cyanobacteria-treatment-lake>.

Comments are due by October 15, 2023 and may be emailed to mattamuskeet@fws.gov or mailed to Mattamuskeet NWR, 85 Mattamuskeet Rd, Swan Quarter, NC 27885.

Lake Mattamuskeet Proposed Cyanobacteria Treatment

Background Info

Over the past decade, Lake Mattamuskeet has experienced significant declines in water quality, transitioning from a lake dominated by dense beds of submerged aquatic vegetation (SAV) to one dominated by microscopic blue-green algae, also known as cyanobacteria.

Cyanobacteria blooms occur in water bodies with excess nutrients. The blooms block sunlight and prevent the growth of SAV. SAV is an important food source for wintering waterfowl.

In 2022, the University of North Carolina Institute of Marine Sciences (IMS) informed the U.S. Fish and Wildlife Service (FWS) that Lake Mattamuskeet was being evaluated as a possible study site for a trial treatment of cyanobacteria by IMS and BlueGreen Water Technologies.

FWS staff and members of the Lake Mattamuskeet Technical Working Group participated in several discussions with the project team and others to learn more about the proposed treatment and study.

The initial Special Use Permits FWS issued to BlueGreen Water Technologies and IMS were to conduct monitoring and learn more about cyanobacteria blooms on the lake. An additional Special Use Permit would be required for the proposed treatment.

The FWS prepared a draft Environmental Assessment (EA) for the proposed cyanobacteria treatment on Lake Mattamuskeet and made it available for public comment from September 15 to October 30, 2023.

Proposed Cyanobacteria Treatment

The FWS continues to focus on larger watershed restoration efforts identified in the Lake Mattamuskeet Watershed Restoration Plan to reduce excess

Continued...

nutrients and sediment in the lake. These efforts include carp removal, which will begin in early 2024.

Cyanobacteria blooms and suspended sediments are the two major factors that cloud lake water and limit the amount of light available for SAV growth.

The proposed trial treatment is an opportunity to evaluate the effectiveness of a technique to reduce cyanobacteria and improve conditions for re-establishing SAV in portions of the lake.

Funding for a trial cyanobacteria treatment in NC was allocated by the NC state legislature. No funding intended for other projects identified in the Lake Mattamuskeet Watershed Restoration Plan would be used to support the proposed cyanobacteria treatment.

The proposed treatment would use a product called Lake Guard Oxy. Lake Guard Oxy is a hydrogen peroxide-based granular product. It has been used to effectively reduce cyanobacteria in multiple states and international locations.

The Lake Guard Oxy label includes the statement that it is “toxic to birds”. This warning was used on the original product, which was often applied in terrestrial environments and could be mistaken by birds as food. When applied to water, Lake Guard Oxy dissolves within a matter of hours and is not available for consumption by birds when dissolved.

Applications in other states where large concentrations of waterfowl and other birds are present, have not resulted in any negative impacts to birds.

Personnel would be on site during and after treatments to disperse any birds that could encounter the product.

The proposed treatment area in the lake includes four bays totaling 600 acres. Sediment curtains would be used to isolate each treatment bay from the larger 40,000-acre lake.

WEDNESDAY, SEPTEMBER 20, 2023

THE COASTLAND TIMES

National Register of Historic Places marker installed at Davis School

Submitted by DHVC

Davis High Ventures Corporation (DHVC) recently installed a new marker at Davis School in Engelhard that acknowledges

See Davis, 3A

Davis, from 3A

that the school was officially added to the National Register of Historic Places (NRHP) on April 21, 2023.

The new National Register marker adds to DHVC's efforts to provide cultural education and preserve local history for the school which was formerly known as Davis High School. Funding for the new marker was provided by the William G. Pomeroy Foundation, a philanthropic organization based in Syracuse, N.Y. As the nation's leading funder of historical roadside markers, the Pomeroy Foundation has awarded more than 2,100 grants for markers and bronze plaques across the country.

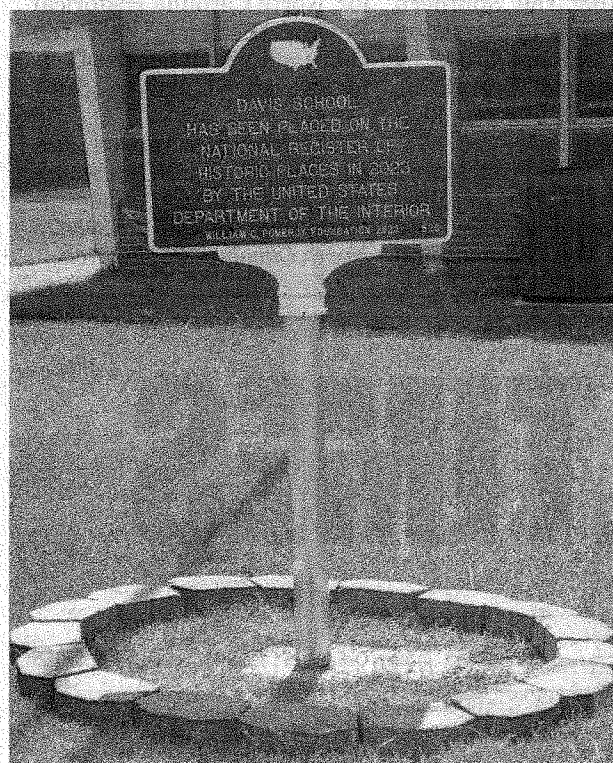
The brown with white lettering cast aluminum marker measures 18" x 32" and is mounted on a 7' aluminum pole. It has been installed near the walkway between the portion

of the Davis School that was completed in 1953 and a newer addition built in the 1960s.

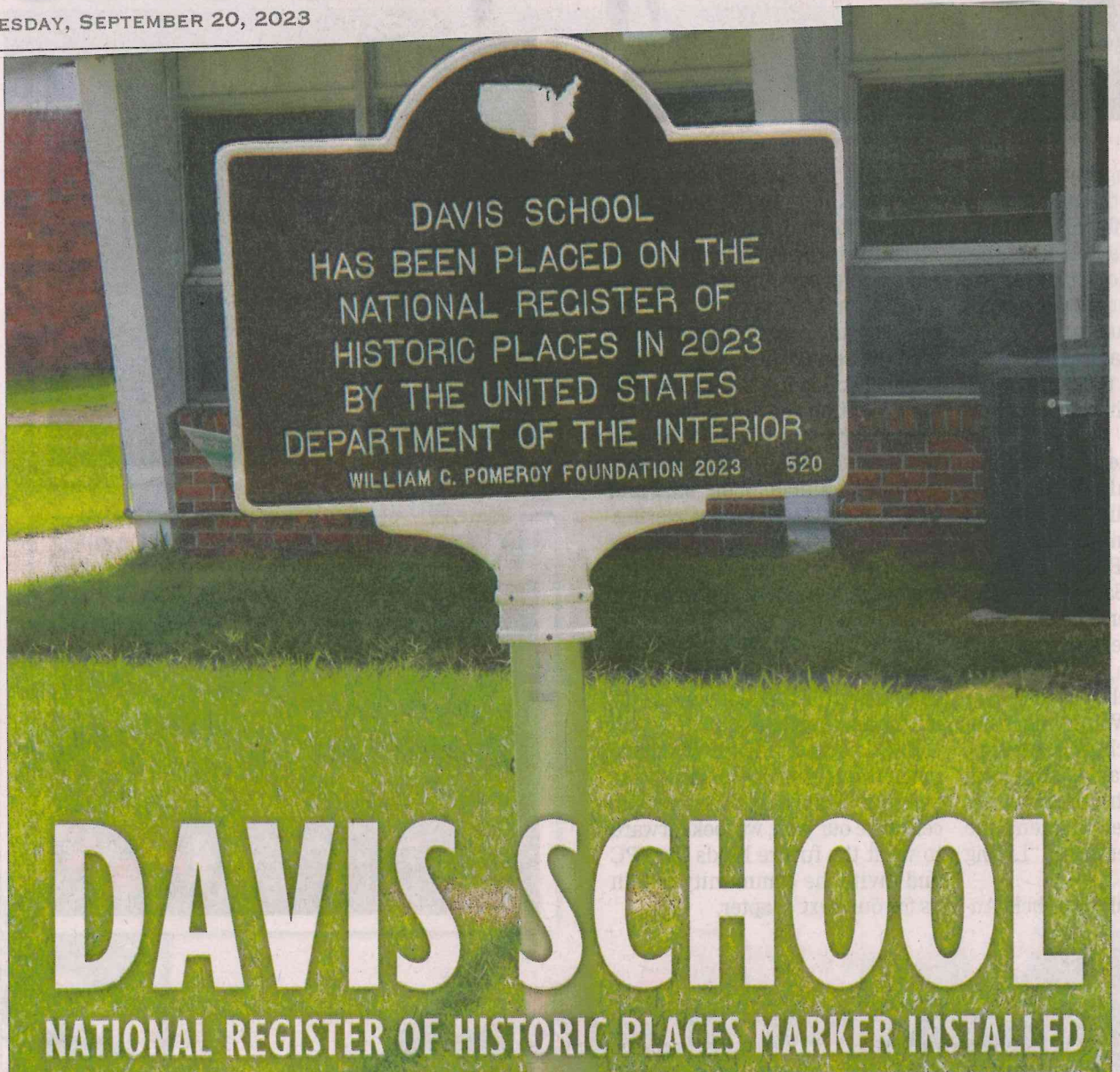
Michael Adams, DHVC's founder and CEO, expressed his thanks to the Pomeroy Foundation: "Along with the foundation and the County of Hyde, our Board of Directors, and numerous volunteers, we are one step further in our journey to protect and preserve Davis High School and its rich Black history."

Currently, DHVC is awaiting much-needed repairs for the 1953 building. A formal dedication ceremony will be held once the repair work has been completed and the building can again be occupied.

DHVC's mission includes the educational development of the youth of Hyde County. It also encourages Hyde County residents to pool human and financial resources to enhance the professional, educational, economic and cultural opportunities within the county.



COURTESY DHVC



From DHVC

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Hyde SWCD holds NC Agriculture Cost Share Program sign-up

From Hyde SWCD

Hyde SWCD has received their allocation for the North Carolina Agriculture Cost Share Program for the 2024 program year. The Hyde Soil & Water Conservation District received \$44,441 in cost share funds and also an additional \$10,454 in cost share funds for identified impaired/impacted watershed areas. The District can also apply for assistance

through the Agricultural Water Resources Assistance Program (AgWRAP) and the Community Conservation Assistance Program which are a regional application process. The sign up for applications is now available and will continue through June 30th, 2024, or until all funds have been expended. The District offers funding on BMP's such as nutrient management, water control structures, land smoothing and 1 or 3-year cover cropping. The limit for nutrient management acreage is 250 acres and applicant must agree to carry out the practice for three years on the same land. The incentive payment for this practice is \$10.00 per acre. The District is offering heavy land smoothing at \$381.50 an acre and light land smoothing at \$305.25 an acre with a 40 acre cap for both heavy and light. The Districts' acreage limit on cover crop

is 150 acres at \$70.00 acre and will no longer have a lifetime cap which was previously set by the NC Division of Soil and Water.

The purpose of the cost share program is to reduce the amount of nutrients entering surface and groundwater through best management practices (BMP's) such as nutrient management.

If you are interested in these programs, please con-

tact the Hyde Soil & Water Conservation District office located at 30 Oyster Creek Road, Hyde Government Center, Suite 131 in Swan Quarter, North Carolina. You may also call our office at (252) 926-4195 or (252) 926-7253. Daniel Brinn, Hyde County Flood Control Manager & NCACSP Technician, will be happy to talk to you about our programs and assist you with the application process.

Progress made in US whale rule-making process

By [Tony Esposito](#) October 04, 2023

NOAA appoints liaison to an industry working group exploring technological solutions for monitoring marine mammals off US shores

Some progress is being made in the contentious rule-making process underway by the US National Oceanic and Atmospheric Administration (NOAA) aimed at [protecting the North Atlantic right whale](#) (NARW) by limiting recreational vessels larger than 35ft to a 10kt speed limit along much of the Eastern seaboard for most of the calendar year.

In a breakout update session held in conjunction with the International Boatbuilders Exhibition and Conference (IBEX), attendees learned that following [testimony before the US House of Representatives](#) in June, NOAA has appointed a liaison to an industry [working group exploring technological solutions](#) that would not risk boater safety nor coastal community economies.

The Whales and Vessel Safety (WAVS) taskforce has also had its request for a meeting of all stakeholders agreed to by NOAA, but it had been scheduled against the Miami International Boat Show, and is now in the process of being rescheduled for perhaps early March.

NOAA is currently reviewing public comments submitted regarding the proposal, with a final rule being issued sometime between now and the end of the year. It will then undergo economic and other reviews from the Biden administration. The issue has already been raised in the 2024 US presidential campaign, [during a recent rally held by Republican candidate and former president Donald Trump](#).

“We were told within 30 days of sending [testimony to NOAA] that the final rule will be different and will address some of our concerns,” said Jeff Angers, president of the Center for Sportfishing Policy (CSP).

“What they would like us to do is sit back and be good little minions and wait, but we’re not going to do that because until we know what’s in [the rule] we can’t afford to let up.”

Anglers and others involved in the day-to-day of the rules process are encouraged by recent actions from NOAA, and are looking into next year when the presidential campaign could provide an opportunity to slow the process until late 2024.

NOAA denies petition for US Gulf of Mexico whale speed restrictions

October 30, 2023

The denial came Friday while the same interested parties await final version of a nearly identical measure aimed at protecting the North American right whale (NARW)

In what can only be seen as a major victory for the recreational and commercial boating and fishing industries, the US National Oceanic and Atmospheric Administration (NOAA) Fisheries division has denied a petition from several conservation organisations to establish a mandatory 10kt speed limit and other vessel-related restrictions to protect endangered Rice's whales in the Gulf of Mexico and will not proceed with rulemaking at this time.

“We are denying the petition because we are prioritising other conservation actions for Rice's whales: finalising critical habitat for the species, conducting additional vessel risk assessments, and developing a recovery plan for the species,” NOAA Fisheries wrote in its news release.

The denial came Friday while the same interested parties are awaiting the final version of a nearly identical measure aimed at protecting the North Atlantic right whale (NARW) that stakeholders say will have major negative economic implications along vast swaths of the US Eastern seaboard.

In a major reversal from the rules making process for the NARW, which was widely criticised by stakeholders and elected officials alike as NOAA failed to solicit input from impacted parties before issuing its proposed rule for public comment, NOAA Fisheries wrote: “We also agree with the commenters who stated that education and outreach should occur with fishermen, vessel operators, and other stakeholders to discuss voluntary protection measures, before considering regulatory measures.”

A public comment period on the petition was conducted between early April and Early July of this year, with well over 75,000 comments received.

“The recreational fishing and boating community sounded the alarm when these misguided restrictions were first requested, and tens of thousands of us spoke up – loud and clear – in formal comments and outreach to Congress,” said Jeff Angers, president of the Center for Sportfishing Policy in a National Marine Manufacturers Association (NMMA) statement responding to an *IBI* request for comment late Friday.

Industry officials have been notified by NOAA that the final NARW rule will be different from what was originally released, but no one is willing to speculate at this time how the Rice’s whale change may bode for its Atlantic cousin.

“We welcome this approach by NOAA, in which they listened to all stakeholders, including the recreational boating and fishing industries, and committed to using the latest science to inform their rulemaking,” said NMMA president Frank Hugelmeyer. “We will continue to engage NOAA and work with lawmakers on both sides of the aisle to find ways to protect the right whale that do not come at the expense of American livelihoods.”

And while no proposed rule will be forthcoming for the Rice’s whale, the matter remains active.

“NOAA Fisheries is undertaking additional conservation and recovery actions, including finalising the critical habitat designation for Rice’s whales, developing a draft Rice’s whale recovery plan, implementing Deepwater Horizon restoration projects, conducting additional vessel risk assessments, and developing conservation measures during the Endangered Species Act section 7 consultation process with other Federal agencies,” NOAA advised in its release.

The affected industries have been looking at technological solutions to the issue of reducing the risk of all whale strikes and are cautiously optimistic that a new level of cooperation and communication between stakeholders and NOAA could improve the rulemaking process going forward.



**HYDE COUNTY COOPERATIVE EXTENSION
COMMISSIONER REPORT
November, 2023**

National Youth Science Day Prep – Hyde County 4-H has delivered the Power Protectors curriculum and science kits to Mattamuskeet School for the upcoming 4-H STEM Challenge. Over 100+ students will be participating.

National 4-H Week – Hyde County 4-H celebrated National 4-H week from October 1-7, 2023 by flooding all of its social media accounts thanking all of its volunteers and supporters for their hard work each day.

4-H Teen Council – Hyde County 4-H launched our first Teen Council meeting/update with youth on October 11th. Plans are in the works to vote on officers to move forward this year.

JCPC/H.Y.D.E. Kids – Suzanne Torres, JCPC Coordinator, has been working diligently to get our HYDE Kids program rolling at Mattamuskeet School. We have 13 youth enrolled in the program and they will have their first in-school group meeting on October 23rd.

Hyde County Youth Athletics – Soccer and Volleyball games with Tyrrell County Recreation. Last game of the season before rec basketball begins is November 4th.

Hyde County Parks and Recreation – Beginning the 2024 PARTF Grant process for the Brandon Marshall Ballfield Complex. Grant is now web-based. Will partner again with Hyde County Schools to complete application. Community meetings will begin soon.

Food Pantry Boxes – Working with the new Mattamuskeet School Social Worker with the school food pantry box and starting a “backpack” program in the school.

Soybean Yield Contest – Three soybean yield contest entries have been measured in Hyde County.

Soybean and corn problem calls – Ear rots, nutrient deficiencies, cercospora, and nematodes.

Winter meeting and Blackland Tour 2024 - planning with the Beaufort, Tyrrell and Washington Ag Agent team.

Agriculture Education – Andrea spoke with the Mattamuskeet School Sustainable Ag class about saltwater intrusion and drainage in Hyde County.

UPCOMING EVENTS

Chicken & Rabbit Show – October 28th, 10am @ Mattamuskeet School (Farm Days)

Cloverbud Club Initial Meeting – First Half of November

Young Chefs Club Initial Meeting – November 13th 3:30pm-4:30pm

4-H Livestock Show and Sale LOI/Registration Released – First Half of November

Baked Potato Fundraiser – Mid November

Mattamuskeet Lodge Society First Board Meeting – November 2nd