

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

**Meeting Date:** June 30, 2021  
**Presenter:** Chairman Earl Pugh, Jr.  
**Attachment:** No

**ITEM TITLE:** OPENING

**SUMMARY:** Call to Order  
Opening Prayer  
Pledge of Allegiance

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

**Meeting Date:** June 30, 2021  
**Presenter:** Chairman Earl Pugh, Jr.  
**Attachment:** Yes

**ITEM TITLE:** CONSIDERATION OF AGENDA

**SUMMARY:** Attached is the proposed Agenda for the **June 30, 2021** Special Meeting of the Hyde County Board of Commissioners.

**RECOMMEND:** Review, Amend and Approve.

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

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

**VOTE:**  PUGH  
 SIMMONS  
 MATHEWS  
 SWINDELL  
 TOPPING

# AGENDA

## HYDE COUNTY BOARD OF COMMISSIONERS' SPECIAL MEETING

JUNE 30, 2021 8 A.M.

GOVERNMENT CENTER MULTIPURPOSE ROOM & OCRACOKE COMMUNITY CENTER

**CALL TO ORDER**

**CONSIDERATION OF AGENDA**

### ITEMS OF CONSIDERATION

- 1) **Project Budget Ordinance: Coronavirus Local Fiscal Recovery Funds....** Kris Cahoon Noble,  
County Manager
- 2) **Appointments**
  - **Jury Commission .....** Kris Cahoon Noble,  
County Manager
- 3) **Davis Center Lawn Maintenance & Cleaning Contract .....** Kris Cahoon Noble,  
County Manager

### **BUDGET MATTERS**

**FY 2020-2021 YEAR END CLOSE OUT BUDGET REVISIONS .....** CORRINNE GIBBS,  
FINANCE OFFICER

**ADJOURN**

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

**Meeting Date:** June 30, 2021  
**Presenter:** Manager Noble  
**Attachment:** Yes

**ITEM TITLE:** Project Budget Ordinance - American Reinvestment Act Funds

**SUMMARY:** Manager Noble will present a Project Budget Ordinance for projects being funded by the American Reinvestment Act.

**RECOMMEND:** APPROVE

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**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**Hyde County**  
**Coronavirus Local Fiscal Recovery Funds**  
**N.C. Department of the Treasury**  
**Project Budget Ordinance**  
**June 30, 2021**

Be it ordained by the Hyde County Board of Commissioners, the following Project Budget Ordinance is hereby adopted:

Section 1: This project is between the North Carolina Department of the Treasury and Hyde County to implement the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act.

Section 2: Hyde County staff are hereby directed to proceed with the project within the rules and regulations of the North Carolina General Statutes and the budget contained herein.

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

<b><u>Coronavirus Local Fiscal Recovery Fund:</u></b>	
<b>NC Department of Treasury</b>	<b><u>\$286,889.58</u></b>
<b>Total:</b>	<b><u>\$286,889.58</u></b>

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

<b><u>Coronavirus Local Fiscal Recovery Fund Expenditures:</u></b>	
<b>Public Health &amp; Safety Staff Salaries</b>	<b>\$266,389.58</b>
<b>Investment in Engelhard Boardwalk Infrastructure</b>	<b>10,500.00</b>
<b><u>Address Domestic Violence</u></b>	<b><u>10,000.00</u></b>
<b>Total</b>	<b><u>\$286,889.58</u></b>

Section 5: The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting required by federal and state regulations.

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

Adopted this 30th day of June 2021.

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

ATTEST:

\_\_\_\_\_  
Lois Stotesberry, Clerk to the Board

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

**Meeting Date:** June 30, 2021  
**Presenter:** Kris Cahoon Noble, Manager  
**Attachment:** No

**ITEM TITLE:** Appointment to Hyde County Jury Commission

**SUMMARY:** The appointment of Ms. Minnie Farrow of Swan Quarter to the Hyde County Jury Commission expires June 30, 2021 and the Hyde County Clerk of Superior Court requests Ms. Farrow to be reappointed for an additional two year term.

**RECOMMEND:** REAPPOINT MS. MINNIE FARROW TO THE HYDE COUNTY JURY COMMISSION FOR A TERM DATING FROM JULY 1, 2021 TO JUNE 30, 2023.

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**MOTION MADE BY:** \_\_\_ PUGH  
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\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

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

**Meeting Date:** June 30, 2021  
**Presenter:** Manager, Kris Cahoon Noble  
**Attachment:** Yes - Contract

**ITEM TITLE:** Hyde Davis Center Lawn Maintenance and Cleaning Contract

**SUMMARY:** Attached please find a renewal of the existing contract with Michael Adams and Hyde County to provide lawn maintenance and cleaning to the Hyde Davis Center located in Engelhard. This renewed contract covers services during the fiscal year 2021-2022.

**RECOMMEND:** APPROVE CONTRACT RENEWAL

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**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ MATHEWS  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

## **Hyde Davis Center Lawn Maintenance & Cleaning Contract**

This agreement for lawn maintenance & cleaning services between **The County of Hyde** (hereafter referred to as "Client") and **Michael Adams** (hereafter referred to as "Contractor") is made and entered into upon the following date: **06/30/2021**.

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

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

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

1. The Client will grant the Contractor access to the lawn & property during regular business hours Monday — Friday (8:00am — 5:00pm) EST and additional mutually agreed upon times.
2. Grass is to be mowed at a 1 3/4" to 2" cutting height. Grass is to be mowed to avoid grass clippings on sidewalks and or driveways. If this cannot be done, grass clippings shall be cleared from said area(s).
3. Contractor will provide all equipment and supplies that are necessary to perform normal maintenance services on the above mentioned yard.
4. Cleaning supplies will be provided by the Client. Services to be performed by Contractor include the following: vacuuming of carpets, dusting and polishing of furniture, cleaning of wood floors, kitchen appliances, toilets, sinks and all sink fixtures; in addition removal of trash from the interior trash containers and brought to the outdoor dumpster.
5. Client will pay Contractor **\$2,000.00** on an annual basis for lawn maintenance and **\$2,580.00** annually for cleaning based on 5 hours a week, for a total annual price of **\$4,580.00**. This contract shall commence on **July 1, 2021** and expire on **June 30, 2022**. Invoices are to be submitted by the 15th of each month to the Planning office. Contractor is to include a record of the mowing schedule when the invoice is presented for payment. Approved invoices will be paid within thirty days of the invoice date. Monthly payments for mowing will commence beginning July 31 and will be paid according to the following schedule:
  - Payment for cleaning will be monthly at a rate of \$381.67 beginning July 31, 2021 for a total of \$4,580.00 annually, ending June 30, 2022.
6. Client will pay Contractor for additional maintenance or repair that may become required for the lawn to sustain an acceptable appearance. The Contractor shall bill the Client for the cost of work that is needed that is above and beyond what is considered reasonable and customary for normal maintenance of the lawn. This additional "above and beyond" repair hereafter shall be referred to as "ad hoc work".
7. If during the course of cleaning, it is discovered that plumbing is not in working order, Contractor shall notify the Client immediately.



8. Ad hoc work that has a cost that is less than or equal to \$50 shall be performed by the Contractor without the Client's consent. However, work that is to be estimated greater than \$50 the Contractor must receive authorization by the Client before the additional maintenance is provided.
9. "Regular lawn maintenance" will include the following: removal of debris from the yard, mowing of the lawn and trimming of trees and shrubs and any other plants that are in need of pruning, inspection of plants and soil for insects, also the extermination of any insects or rodents that are discovered during normal maintenance activities. Client will provide pest supplies to include insect sprays and rodent traps. If an infestation occurs that requires professional extermination, Contractor is to notify Client immediately.
10. Contractor will begin performing regular lawn maintenance and cleaning services on the following date: 07/01/2021. Thereafter, regular lawn maintenance and cleaning services will be performed on a mutually agreed upon schedule.
11. Either party may terminate this contract at any time by supplying a written notice of termination on a specified date to the other party, with at least two weeks' notice prior to the stated date of termination. Hyde County will have the option of cancelling this contract in the event of unacceptable work performance.

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

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

### **Applicable Law**

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

\_\_\_\_\_ Date: \_\_\_\_\_  
 The County of Hyde (Client)

\_\_\_\_\_ Date: \_\_\_\_\_  
 Michael Adams (Contractor)

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

**Meeting Date:** June 30, 2021  
**Presenter:** County Manager Kris Noble  
**Attachment:** Yes

**ITEM TITLE:** BUDGET MATTERS

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

ADMIN	104200.1610	MAINTENANCE CONTRACTS	\$245,000.00
IT	104250.0200	SALARIES	\$10,000.00
IT	104250.0500	FICA	\$1,000.00
IT	104250.0700	RETIREMENT	\$1,000.00
PLANNING	104900.0200	SALARIES	\$40,000.00
PLANNING	104900.0500	FICA	\$3,000.00
PLANNING	104900.0600	INSURANCE	\$3,500.00
PLANNING	104900.0700	RETIREMENT	\$4,500.00
PLANNING	104900.4508	HCYA	\$10,000.00
SOLID WASTE	105750.1710	CONTAINER SERV-OCRACOKE	\$60,000.00
SOLID WASTE	105750.1711	CONTAINER SERV-MAINLAND	\$8,000.00
SOLID WASTE	105750.2020	PART-TIME	\$4,000.00
SOLID WASTE	105750.2500	DISPOSAL FEES	\$35,000.00
SOLID WASTE	105750.2201	CONTAINER RENT	\$5,000.00
EMS	105920.2020	PART-TIME	\$75,000.00
EMS	105920.4600	MEDICAL SUPPLIES	\$10,000.00
EMS	105920.7400	EQUIPMENT	\$8,000.00
JCPC	106040.4500	OTHER SERVICES	\$10,000.00
HR	104500.0200	SALARIES	\$25,000.00
AD VALOREM	103010.0091	AD VALOREM TAXES	\$200,000.00
FEMA HURR	103460.0007	FEMA HURRICANE	\$308,000.00

DOES INCREASE BUDGET - MONIES IN COFFERS

**RECOMMEND:** Discussion and approve budget revisions and amendments.

MOTION MADE BY:  PUGH  
 SIMMONS  
 MATHEWS  
 SWINDELL  
 TOPPING

MOTION SECONDED BY:  PUGH  
 SIMMONS  
 MATHEWS  
 SWINDELL  
 TOPPING

VOTE:  PUGH  
 SIMMONS  
 MATHEWS  
 SWINDELL  
 TOPPING

HYDE COUNTY BOARD OF COMMISSIONERS 2020 2021 BUDGET REVISIONS

MEETING DATE  
6/30/2021

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

(FO USE) BR# IDT#	DEPARTMEN T	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
	ADMIN	104200.1610	MAINTENANCE CONTRACTS	\$ 245,000.00	
	IT	104250.0200	SALARIES	\$ 10,000.00	
	IT	104250.0500	FICA	\$ 1,000.00	
	IT	104250.0700	RETIREMENT	\$ 1,000.00	
	PLANNING	104900.0200	SALARIES	\$ 40,000.00	
	PLANNING	104900.0500	FICA	\$ 3,000.00	
	PLANNING	104900.0600	INSURANCE	\$ 3,500.00	
	PLANNING	104900.0700	RETIREMENT	\$ 4,500.00	
	PLANNING	104900.4508	HCYA	\$ 10,000.00	
	SOLID WASTE	105750.1710	CONTAINER SERV-OCRACOKE	\$ 60,000.00	
	SOLID WASTE	105750.1711	CONTAINER SERVICES-MAINLAND	\$ 8,000.00	
	SOLID WASTE	105750.2020	PART-TIME	\$ 4,000.00	
	SOLID WASTE	105750.2500	DISPOSAL FEES	\$ 35,000.00	
	SOLID WASTE	105750.2201	CONTAINER RENT	\$ 5,000.00	
	EMS	105920.2020	PART-TIME	\$ 75,000.00	
	EMS	105920.4600	MEDICAL SUPPLIES	\$ 10,000.00	
	EMS	105920.7400	EQUIPMENT	\$ 8,000.00	
	JCPC	106040.4500	OTHER SERVICES	\$ 10,000.00	
	HR	104500.0200	SALARIES		\$ 25,000.00
	AD VALOREM	103010.0091	AD VALOREM TAXES		\$ 200,000.00
	FEMA HURR	103460.0007	FEMA HURRICANE		\$ 308,000.00
			DOES INCREASE BUDGET		
			MONIES IN COFFERS		

REQUESTED BY \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

(SIGNATURE)

APPROVED BY \_\_\_\_\_

(CO MGR)

(BD CHAIR)

(CLERK)

APPROVAL DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

ENTERED IN SYSTEM \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

(FINANCE OFFICER)