

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

Meeting Date: April 2, 2018
Presenter: Assistant County Manager Kris Noble
Attachment: Yes – Project Budget Ordinance

ITEM TITLE: HYDE COUNTY HURRICANE IRENE HMGP RESCOPEMENT,
HMGP 4019-0023-R PROJECT BUDGET ORDINANCE

SUMMARY: Hyde County has been awarded a supplemental Hazard Mitigation Grant (HMGP) from FEMA (Hyde County HMGP 4019-0023-R). The grant funds the mitigation of properties damaged by Hurricane Irene in 2011. The grant will be 100% funded with a federal contribution of \$1,228,280.

Hyde County HMGP Rescopement, HMGP 4019-0023-R

3 Units (Elevation)

2110 Puddin Hill Rd., Scranton
6458 Sladesville-Credle Rd., Scranton
2825 Lynnsburg Rd., Scranton

2 Units (Reconstruction)

4876 Loop Rd., Scranton
5555 Sladesville-Credle Rd., Scranton

1 (Acquisition)

4466 Loop Rd., Scranton

TOTAL Costs: **\$1,228,280.00**

We are requesting approval of the project budget ordinance in the amount of \$1,228,280.00.

RECOMMEND: APPROVE

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

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

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

HYDE COUNTY HURRICANE IRENE HAZARD MITIGATION PROGRAM (HMGP)
Project Budget Ordinance
April 2, 2018

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 Hyde County Hurricane Irene Hazard Mitigation Grant Program (HMGP) described in the work statement contained in the supplemental grant agreement (#HMGP 4019-0023R) between Hyde County and the North Carolina Division of Emergency Management. This program is more familiarly known as the Hyde County Hurricane Irene HMGP.

Section 2: Hyde County staff is hereby directed to proceed with the grant program within the terms of the grant document(s), the rules and regulations of the North Carolina Division of Emergency Management, and the budget contained herein.

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

<u>Hurricane Irene Hazard Mitigation Program (HMGP)</u>	
HMGP Grant	\$ 1,228,280.00
Total:	<u>\$ 1,228,280.00</u>

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

<u>Hurricane Irene Hazard Mitigation Program (HMGP)</u>	
Program Budget	\$ 1,228,280.00

Section 5: The Grant Finance Officer is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Division of Emergency Management required by the grant agreement(s) and federal and state regulations.

Section 6: Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Division of Emergency Management in an orderly and timely manner.

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

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

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

Adopted this the 2nd day of April, 2018.

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

ATTEST:

Lois Stotesberry, Clerk to the Hyde County
Board of Commissioners

Carolina Division of Emergency Management Standard Operating Procedure.

B. Funding Sources

1. Estimated Federal Share for 4019-0023-R	\$921,210.00
2. Estimated Local Share for 4019-0023-R	\$0.00
3. Estimated State Share for 4019-0023-R	\$307,070.00
4. Federal Share of Recipient/Subgrantee Administrative Cost for 4019-0023-R	\$0.00
5. State Share of Recipient/Subgrantee Administrative Cost for 4019-0023-R	\$0.00

TOTAL FOR 4019-0023-R **\$1,228,280.00**

The parties hereto specifically agree that the above-referenced monetary figures represent the amount of the original Grant Agreement dated March 4, 2014. The following chart represents payments made by AGENCY/GRANTEE and funds received by RECIPIENT/SUBGRANTEE as of: August 30, 2017. A Supplemental Grant Agreement was executed on September 14, 2015 adding additional time and money for Hyde County Re-scopement.

FUNDING WORKSHEET	TOTAL FUNDS	PAYMENTS TO DATE	BALANCE AS OF
FEDERAL	\$921,210.00	\$300,145.06	\$621,064.94
STATE	\$307,070.00	\$100,048.38	\$207,021.62
SUBTOTAL	\$1,228,280.00	\$400,193.44	\$828,086.56
FEDERAL SHARE RECIPIENT/SUBGRANTEE ADMIN. COST	\$0.00	\$0.00	\$0.00
TOTAL	\$1,228,280.00	\$400,193.44	\$1,228,280.00

Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 *et. seq.* 44 C.F.R. Part 206, 44 C.F.R. Part 209, 44 C.F.R. Part 13, 2 C.F.R. Part 200, and other

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 2, 2018
Presenter: Assistant County Manager Kris Noble
Attachment: Yes – Project Budget Ordinance

ITEM TITLE: HYDE COUNTY FMA 2016 PJ-04-NC-2016-002

SUMMARY: Hyde County was awarded a FMA grant in 2017 to fund the elevation of two homes with multiple occurrences of flood damage. The grant will be 100% funded with a federal contribution of \$275,646.00. The homes are located at 570 Hwy 45, Swan Quarter and 265 Roper Lane, Engelhard. We are requesting approval of the project budget ordinance in the amount of \$275,646.00.

RECOMMEND: APPROVE

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

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

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

HYDE COUNTY FY 2016 FMA PJ-04-NC-2016-002
Project Budget Ordinance
April 2, 2018

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 Hyde County FY 2016 FMA described in the work statement contained in the supplemental grant agreement (#FMA-PJ-04-NC-2016-002) between Hyde County and the North Carolina Division of Emergency Management. This program is more familiarly known as the Hyde County FY 2016 FMA grant program.

Section 2: Hyde County staff is hereby directed to proceed with the grant program within the terms of the grant document(s), the rules and regulations of the North Carolina Division of Emergency Management, and the budget contained herein.

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

Hyde County FY 2016 FMA Grant Program (FMA-PJ-04-NC-2016-002)
FMA FY 2016 Elevation Project

2 Units (570 US 45, Swan Quarter & 265 Roper Lane, Engelhard)	\$ 275,646.00
Soft Costs	\$ 53,900.00
Total:	<u>\$ 275,646.00</u>

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

<u>Hyde County FY 2016 FMA Grant Program (FMA-PJ-04-NC-2016-002)</u>	
Program Budget	\$ 275,646.00

Section 5: The Grant Finance Officer is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Division of Emergency Management required by the grant agreement(s) and federal and state regulations.

Section 6: Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Division of Emergency Management in an orderly and timely manner.

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

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

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

Adopted this the 2nd day of April, 2018.

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

ATTEST:

Lois Stotesberry, Clerk to the Hyde County
Board of Commissioners

A-1
ATTACHMENT A

BUDGET AND SCOPE OF WORK

RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (Project # FMA-PJ-04-NC-2016-002). That Application is hereby incorporated by reference into this Agreement. The AGENCY/GRANTEE shall reimburse eligible costs according to the following expenditures:

I. Flood Mitigation Assistance (FMA) Funds:

A. Elevation Project

<u>Total Number of Structure(s)</u>	<u>Total Costs</u>	
2	\$275,646.00	
<u>Soft Costs/unit</u>	<u>Total Units</u>	<u>Total Soft Costs</u>
\$26,950.00	2	\$53,900.00
Total Estimated Project Costs		<u>\$275,646.00</u>

The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

B. Funding Sources

1. Estimated Federal Share for: FMA-PJ-04-NC-2016-002	\$275,646.00
2. Estimated Local Share for: FMA-PJ-04-NC-2016-002	\$0.00

TOTAL FOR: FMA-PJ-04-NC-2016-002 **\$275,646.00**

The Local Share shall be provided by the RECIPIENT/ SUBGRANTEE or its designee. Allowable costs shall be determined in accordance with the National Flood Insurance Reform Act of 1994 (NFIRA), Section 1366 and 1367, 42 U.S.C. 4104c and 4104d; 44 C.F. R. Part 78; 44 C.F.R. Part 13; OMB Circular A-87, and other applicable Flood Mitigation Assistance Program guidance.

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

Meeting Date: April 2, 2018
Presenter: Assistant County Manager Kris Noble
Attachment: Yes – Project Budget Ordinance

ITEM TITLE: HYDE COUNTY FMA 2016 PJ-04-NC-2016-018

SUMMARY: Hyde County was awarded a FMA grant in 2017 to fund the elevation of one home with multiple occurrences of flood damage. The grant will be 100% funded with a federal contribution of \$138,002.00. The home is located at 2575 White Plains Road, Engelhard, NC. We are requesting approval of the project budget ordinance in the amount of \$138,002.00

RECOMMEND: APPROVE

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

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

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

HYDE COUNTY FY 2016 FMA PJ-04-NC-2016-018
Project Budget Ordinance
April 2, 2018

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 Hyde County FY 2016 FMA described in the work statement contained in the supplemental grant agreement (#FMA-PJ-04-NC-2016-018) between Hyde County and the North Carolina Division of Emergency Management. This program is more familiarly known as the Hyde County FY 2016 FMA grant program.

Section 2: Hyde County staff is hereby directed to proceed with the grant program within the terms of the grant document(s), the rules and regulations of the North Carolina Division of Emergency Management, and the budget contained herein.

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

Hyde County FY 2016 FMA Grant Program (FMA-PJ-04-NC-2016-018)
FMA FY 2016 Elevation Project

1 Unit (2575 White Plains Rd. Engelhard)	\$ 112,052.00
Soft Costs	\$ 25,950.00
Total:	<u>\$ 138,002.00</u>

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

Hyde County FY 2016 FMA Grant Program (FMA-PJ-04-NC-2016-018)

Program Budget	\$ 138,002.00
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Section 5: The Grant Finance Officer is hereby directed to maintain within the Grant Program Fund sufficient specific detailed accounting records to provide the accounting to the North Carolina Division of Emergency Management required by the grant agreement(s) and federal and state regulations.

Section 6: Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the North Carolina Division of Emergency Management in an orderly and timely manner.

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

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

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

Adopted this the 2nd day of April, 2018.

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

ATTEST:

Lois Stotesberry, Clerk to the Hyde County
Board of Commissioners

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**A-1
ATTACHMENT A**

BUDGET AND SCOPE OF WORK

RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (**Project# FMA-PJ-04-NC-2016-018**). That Application is hereby incorporated by reference into this Agreement. The AGENCY/GRANTEE shall reimburse eligible costs according to the following expenditures:

I. Flood Mitigation Assistance (FMA) Funds:

A. Elevation Project

<u>Total Number of Structure(s)</u>		<u>Total Costs</u>
1		\$112,052.00
<u>Soft Costs/unit</u>	<u>Total Units</u>	<u>Total Soft Costs</u>
\$25,950.00	1	\$25,950.00
Total Estimated Project Costs		\$138,002.00

The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

B. Funding Sources

1. Estimated Federal Share for: FMA-PJ-04-NC-2016-018 \$138,002.00
2. Estimated Local Share for: FMA-PJ-04-NC-2016-018 \$ 0.00

TOTAL FOR: FMA-PJ-04-NC-2016-018 \$138,002.00

The Local Share shall be provided by the RECIPIENT/ SUBGRANTEE or its designee. Allowable costs shall be determined in accordance with the National Flood Insurance Reform Act of 1994 (NFIRA), Section 1366 and 1367, 42 U.S.C. 4104c and 4104d; 44 C.F. R. Part 78; 44 C.F.R. Part 13; OMB Circular A-87, and other applicable Flood Mitigation Assistance Program guidance.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 2, 2018
Presenter: Sharon Gibbs
Attachment: Yes

ITEM TITLE: GREATER HYDE COUNTY CHAMBER OF COMMERCE
APPROPRIATION REQUEST

SUMMARY: Sharon Gibbs of the Hyde County Chamber of Commerce will submit the chamber's request for FY 2018-2019 budget appropriations.

RECOMMEND: APPROVE

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

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

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



March 28, 2018

Dear Hyde County Commissioners:

The Greater Hyde County Chamber of Commerce has been working hard to accomplish our goals for 2017. We had as our goals to complete the new Hyde County brochure, erect a "Welcome to Hyde County" sign and publish a "traveling map" for the county.

The new brochures are being printed as we speak and the traveling map only has to be approved and then it is off to the printers. The sign is completed but due to weather has not been put in place.

Our goals for 2018 are a new business directory and a billboard on Highway 64 before you reach Columbia. This billboard would direct travelers to turn right at the stoplight in Columbia and experience the great wonders of Hyde County. We are excited about our goals and look forward to "showing off" Hyde County to visitors.

The county of Hyde has helped so much with our funding of our goals. We appreciate your support and would like to request funds in the amount of \$20,000 for 2018.

The funds would be used for the billboard in the amount of \$8000 and approximately \$2500 for the business directory. The remaining funds would be used for the operation of the Chamber itself and continued advertising of our wonderful county.

Again, thank you for your past support and we look forward to working with the county to make Hyde a destination vacation spot.

Sincerely,

Sharon B. Gibbs, President

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

Meeting Date: April2, 2018
Presenter: Jane Hodges
Attachment: Yes

ITEM TITLE: **Acceptance of:**
Request for Aid (Application) #: 1000006578
Program: AV_BLOCK_GRANT WBS #: 36237.57.13.1
Project: RUNWAY REHABILITATION AND PAPI REPLACEMENT

SUMMARY:

The NCDOT-Division of Aviation has completed its final review of your above referenced Request for Aid 1000006578 form for Hyde County in the amount of \$168,234.00 and it is approved to proceed to the next stage of the funding process.

1. Attached to the online Request for Aid application is the grant agreement for the funding of Project 6237.57.13.1, including the State and Federal Assurances, for Federal Block Grants.

The appropriate governmental body must execute these agreements.

RECOMMEND: APPROVAL

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

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

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

STATE/BLOCK GRANT/NON PRIMARY ENTITLEMENT AGREEMENT

STATE AID TO AIRPORTS BLOCK GRANT

AIRPORT: **HYDE COUNTY**

BETWEEN

THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA

AND

PROJECT NO: **36237.57.13.1**

HYDE COUNTY

THIS AGREEMENT made and entered into this the ____ day of _____, 20____, by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and the **HYDE COUNTY**, the owners of the **HYDE COUNTY AIRPORT** (hereinafter referred to as "Sponsor").

WITNESSETH

WHEREAS, Chapter 63 of the North Carolina General Statutes authorizes the Department to administer a program of State Aid to Airports, subject to the limitations stated in that Chapter; and

WHEREAS, the Department has received the approval of the Federal Aviation Administration to administer certain Airport Improvement Program Funds in North Carolina under the provisions of the State Block Grant Program in accordance with Chapter 63-71; and the FAA Modernization and Reform Act of 2012; and

WHEREAS, the Department has approved a grant of funds to the Sponsor under the State Block Grant Program Discretionary and Apportionment funds.

NOW THEREFORE, the Department and the Sponsor do hereby mutually agree as follows:

- 1) That the approved scope of this project shall consist of:

RUNWAY REHABILITATION AND PAPI REPLACEMENT (design)

- 2) That the Grant of funds shall include maximum funding obligations for state and federal funds which shall be:

State Aid to Airports:	<u>\$16,824</u>	(not to exceed <u>10%</u> of the final total costs)
State Block Grant/NPE Program:	<u>\$151,410</u>	(not to exceed <u>90%</u> of the final total costs)

- 3) That the funding obligations referenced in (2) above shall be the maximum obligations based on the final cost of eligible work items in the approved project, as certified by the Sponsor

- 4) That the Sponsor shall promptly undertake the Project and complete all work on the Project no later than MAY 1, 2018, unless a written extension of time is granted by the Department.
- 5) That all work performed on the Project shall conform to the approved scope of work referenced in this Agreement. Any amendments or modifications to the approved scope of work, approved grant amounts, or this Agreement shall not be authorized by the Department unless they are contained in a written modification to this Agreement and fully executed by both the Sponsor and the Department.
- 6) Debarment and Suspension: The Grantee agrees to comply, and assures the compliance by each of its third party contractors and subrecipients at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.
- 7) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the application for and Sponsor's approval of this Grant.
- 8) For a material breach of this Agreement or the Sponsor's Assurances, the Sponsor shall be liable to the Department for the return of all grant monies received.
- 9) The Sponsor agrees to adhere to the standards and procedures contained in the State Aid to Airports Program Guidance Handbook (third edition, dated January 1997), unless the Department issues a written waiver to the contrary.
- 10) The Sponsor agrees to adhere to and be bound by the Grant Assurances of the Federal Aviation Administration, said Grant Assurances contained in Appendix I of this Grant Agreement. Further, the Sponsor agrees that it shall be responsible to the Federal Aviation Administration, or its designated agent, for enforcement of such Grant Assurances including any penalties, sanctions, or other actions which may be legally enforceable for lack of compliance with said Grant Assurances.
- 11) The Sponsor agrees to comply with the "Sponsor Assurances" contained as part of this Agreement.
- 12) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this grant agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTED THIS GRANT AGREEMENT THE DAY AND YEAR FIRST WRITTEN ABOVE:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

NCDOT SEAL

BY: _____
Deputy Secretary of Multi-Modal Transportation

ATTEST: _____

SPONSOR:

SIGNED: _____

TITLE: _____

SPONSOR SEAL

ATTEST: _____

STATE OF NORTH CAROLINA, COUNTY OF _____

I, _____, a Notary Public in and for the State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ of the _____
(Title) (Sponsor)

(hereinafter referred to as "Sponsor"), and by authority duly given and as an act of said Sponsor, the foregoing instrument was

signed by him, attested by _____ of the Sponsor, and the
(Name and Title)

Seal of the Sponsor affixed hereto.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 20_____.

Notary Public (Signature)

My Commission expires: _____

SEAL

RESOLUTION

A motion was made by _____ and seconded by _____
(Name and Title)

_____ for the adoption of the following resolution, and upon
(Name and Title)

being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of **\$168,234** has been approved by the Department based on total estimated cost of **\$168,234**; and

WHEREAS, an amount equal to or greater than **zero (0%)** of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE _____
(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I, _____, of the
(Name and Title)

_____ do hereby certify that
(Sponsor)

the above is a true and correct copy of an excerpt from the minutes of the

_____ of a meeting
(Sponsor)

duly and regularly held on the _____ day of _____, 20_____.

This, the _____ day of _____, 20_____.

SPONSOR SEAL

Signed: _____

Title: _____

Of The: _____

SECTION A: SPONSOR'S ASSURANCES: GENERAL CONDITIONS

A-1. The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Department's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.

A-2. The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public.

A-3. The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.

A-4. The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased or otherwise transferred from the control of the Sponsor without written concurrence of the Department.

A-5. The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities or equipment are subsequently disposed of through sale or lease.

A-6. Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.

A-7. Insofar as it is within its power and reasonable, the Sponsor shall, restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.

A-8. Terminal building spaces constructed under this Grant Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Department.

SECTION B: SPONSOR'S ASSURANCES: PROJECT ADMINISTRATION

B-1. The Airport shall comply with all requirements of the State Aid to Airports Program Guidance Handbook (third edition, January 1997).

B-2. It is the policy of this State, to encourage and promote participation by disadvantaged minority owned and women owned businesses (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction, and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure minority MBEs and WBEs have maximum opportunity to participate in performance of NCDOT contracts let using state funding. The sponsor assures and certifies with respect to this grant that they will pursue these requirements as stipulated by the Department in the advertising, award and administration of all contracts, and require the same for all contractors, sub recipient or subcontractors.

MBE\WBE program is governed by G.S. 136-28.4 and administered in accordance with Title 19A Chapter 02 SubChapter D Section .1101 - .1112 of North Carolina Administrative Code (19A NCAC 02D.1101).

B-3. The Sponsor shall submit draft plans and specifications, or approved alternate, for the project for review by the Department prior to advertising for bids on the Project. Should bids not be required on the project, the Sponsor shall submit a detailed scope of work and estimated costs prior to requesting "Project Concurrence and Notice to Proceed" form (AV-CONCUR/AV-503) for undertaking the project. All plans (and alternate) shall be supported by engineer's report. A list of deliverable(s) from the Sponsor to the Department is as follows:

Planning Projects

1. Interim Planning Submittals – All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copy: PDF format. Paper copy, if requested: bond copy – true half-size.
2. Final Submittal - All Airport Layout Plan Sheets, Reports, Projections, Construction Cost Estimate, drawings, sketches and all other pertinent information – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond– true half-size for plan sheets / sketches
 - a. All reports, projections – PDF Format. Any element of the documents shall be delivered in its original electronic format (i.e. MSWord, Excel, AutoCAD...) if requested by the Department
 - b. Sketches and drawings – electronic copies: PDF format and AutoCAD or MicroStation format - Paper copy: bond – true half-size for plan sheets / sketches.

Construction Projects

1. Interim Design Submittals (i.e. 30%, 60%, 90%....) – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate and Engineers Report – electronic copy: PDF format. Paper copy, if requested: bond true half-size for plan sheets.
2. 100% Design and Issue for Bid Submittals – Plan Sheets, Technical Specifications, Itemized Construction Cost Estimate, Engineer's Report, and Bid Tab – Any element of the documents shall be delivered in electronic format (i.e. MS Excel and PDF format) and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
3. As-built / Record Drawings
 - a. Contract Documents (Plan and Detail Sheets, Technical Specifications) – electronic copies: PDF format and AutoCAD or MicroStation format and Paper copy: bond– true half-size for plan sheets.
 - b. Technical Specifications – electronic copies: MS Word File and PDF format
 - c. Final Engineers Report – electronic copies: PDF format unless otherwise requested.

B-4. Bids will be taken in accordance with N. C. General Statute 143-129. Following bid opening or final contract negotiations, the Sponsor shall submit the "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) request along with the bid tabulations to the Department for review. The Department will take action on the request including the approval or disapproval of the Sponsor's Employment of specific contractors within ten (10) days of receipt. Approval will be communicated via a Contract Goal Requirements Letter sent directly to the Sponsor.

B-5. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.

B-6. The Sponsor shall not commence construction or award construction contracts on the project until a written "Project Concurrence and Notice to Proceed" (AV-CONCUR/AV-503) is co-signed by the Sponsor's Representative and the Department or alternate written approval is provided by the Department.

B-7. The Sponsor shall submit quarterly status reports (AV-STATUS/AV-502) to the Department, unless otherwise instructed, and will immediately notify the Department of any significant problems which are encountered in the completion of the project.

B-8. The Sponsor shall notify the Department of any significant meetings or inspections involving the Sponsor, his contractor(s), consultant(s), and/or federal funding agencies concerning Project.

B-9. The Sponsor shall notify the Department within thirty (30) days of completion of all work performed under this agreement for the purpose of final acceptance inspection and completion of audit requirements by the Department.

B-10. The Sponsor has full responsibility for assuring the completed Project meets the requirements of the Department and appropriate federal funding agencies. The Sponsor further certifies that all local, state, and federal requirements for the conduct of this Project shall be met.

B-11. It is the policy of the Department not to award contracts to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. Therefore, no State funds will be provided for any work performed by the contractor(s), or sub-contractor(s) which had been removed from the Department's list of pre-qualified bidders without subsequent reinstatement as of the date of the signing of the construction contract. It shall be the responsibility of Sponsor to insure that only properly qualified contractors are given construction contracts for work.

B-12. The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

NCDOT Title VI Assurance (1050.2A, Appendices A & E)

i. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to

ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ii. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

NCDOT Title VI Nondiscrimination Program (23 CFR 200.5(p))

The North Carolina Department of Transportation (NCDOT) has assured the US DOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, income-level, sex, age, or disability, (or religion, where applicable) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- i. During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. (*USDOJ Title VI Legal Manual, VI(F)*)
- ii. Subrecipients (e.g. cities, counties, LGAs, MPO/RPOs) may be required to prepare and submit a Title VI Program to NCDOT, which may include Title VI Nondiscrimination Assurances and/or agreements. Subrecipients must also ensure that their contractors and subrecipients comply with Title VI. (23 CFR 200.9(b)(7)) contractors and subrecipients comply with Title VI. (23 CFR 200.9(b)(7))
- iii. If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

SECTION C: SPONSOR'S ASSURANCES: PROJECT ACCOUNTING AND PAYMENT

C-1. The Sponsor shall record all funds received under this Agreement and shall keep the same in an identifiable Project account. The Sponsor, and his contractor(s) and/or consultant(s), shall maintain adequate records and documentation to support all Project costs incurred under this Grant. All records and documentation in support of the Project costs must be identifiable as relating to the Project and must be acceptable costs only. Acceptable costs are defined as those costs which are acceptable under "Federal Acquisition Regulations 1-31.6, 48 CFR (OMC Circular A-87)". Acceptable items of work are those referenced in the State Aid to Airports Program Guidance Handbook and North Carolina General Statutes. The Sponsor's accounting procedures which were established for work as set out in this Agreement must be reviewed and accepted by the Department prior to the final execution of this Agreement and payment of State funds, except for Sponsor reporting under OMB Circular A-133.

C-2. The Sponsor and his contractor(s) and/or consultant(s) shall permit free access to its accounts and records by official representatives of the State of North Carolina. Furthermore, the Sponsor and contractor(s) and/or consultant(s) shall maintain all pertinent records and documentation for a period of not less than five (5) years from the date of final payment.

C-3. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/wh/eop/omb), the Airport shall arrange for an independent financial and compliance audit of its fiscal operations. The Airport shall furnish the Department with a copy of the independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Airports fiscal year ends.

The Airport shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Airport shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this agreement, for inspection and audit by the Department's Fiscal Section

C-4. Payment of the funds obligated under this Grant Agreement shall be made in accordance with the following schedule, unless otherwise authorized by the Department:

A. Payments from NCDOT to the Sponsor are made on a reimbursement basis. The Sponsor must pay all contractors/vendors prior to or within 3 business days of receipt of the Department's reimbursement.

B. Payments will be made on the basis of progress payments which may be requested by the Sponsor as costs are incurred, but not more frequently than monthly. Progress payments will be made provided the following requirements have been met.:

(1) The Grant Agreement has been executed and a Project Concurrence (AV-CONCUR/AV-503) issued.

- (2) The Project has received an appropriate environmental finding.
- (3) The Sponsor has submitted a Proposed Project Budget (AV-BUDGET/AV-504) accurately reflecting costs to date. The initial and revised AV-BUDGET/AV-504 shall be approved by the Department. With each AV-BUDGET/AV-504, the Sponsor shall provide the following documentation:
 - a) Scope of Services for the project, Consultant Fee - Man-hours Breakdown by task with hourly rates, Breakdown of Sub-consultant and / or Vendor Cost, Schedule of Deliverables, Estimated Construction Cost, Plan Sheet List
 - b) Actual Bidding Cost (once a project is bid) – Bid Tabulation / Bid Schedule, Recommendation for Award.
- (4) Additional information shall be provided as requested.
- (5) The Sponsor has submitted an executed Interim Payment Request (AV-PAY/AV-505) accurately reflecting costs incurred to date.
- (6) The Sponsor has complied with all applicable conditions of the State Aid to Airports Program Guidance Handbook

C. The submission of progress payments is expected to parallel the value of work actually completed and costs incurred. At such point the Sponsor has requested payments equaling 100% of the State Grant, it is expected that the approved Project will be 100% complete.

D. Upon receipt of 100% of the State Grant, the Sponsor will promptly complete Project acceptance and submit the Project Completion and Final Payment Request (AV-FINAL/AV-506).

C-5. If after the acceptance of the Project by the Department, the final State share of approved eligible items is less than the amount of State funds actually disbursed for the Project, the Sponsor shall reimburse the Department in an amount equal to the difference between the amount of State funds actually disbursed and the final State share of the final, audited, approved eligible Project costs within thirty (30) days of notification by the Department of the amount due.

C-6. If after the acceptance of the Project by the Department, the final State share of approved eligible Project costs shall be more than the amount of State funds obligated for the Project, the Sponsor may make application to the Department for a corresponding increase which will be considered for funding in accordance with their relative priority versus other applications for available State funds.

C-7. Under certain conditions, projects originally involving only state and local funds may subsequently be eligible for reimbursement from federal funding agencies. In such cases, the Sponsor shall notify the Department of its intent to apply for federal reimbursement and shall keep the Department informed of the status of such application. In the event federal funds are obtained for all or a portion of the Project, the Sponsor shall refund to the Department an amount equal to the difference between State funds originally disbursed for the work item(s) subsequently receiving federal funds and the final State share of the costs of the affected item(s) of work. Reimbursement will be made within ninety (90) days of the date of the final execution of the FAA Grant Agreement affecting the work elements in the approved Project.

C-8. For the purpose of calculating the State share of the Project, federal funds are defined as funds provided by an agency of the federal government for the specific purpose of undertaking the Project, including Block Grant funds administered by the Department.

SECTION D: SPONSOR'S ASSURANCES: REAL PROPERTY ACQUISITION

D-1. The acquisition of land, buildings, and other real property involving the use of State Airport Aid funds shall be in compliance with the provisions of this Section.

D-2. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

D-3. The acquisition cost of each parcel, building, or other real property acquired with State financial assistance shall be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.

D-4. For each parcel or building with an estimated cost of \$100,000 or less, fair market value shall be established by a single original appraisal and a review appraisal. For complex acquisitions, fair market value shall be established by two original appraisals and one review appraisal.

D-5. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.

D-6. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.

D-7. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.

D-8. Negotiated values above the fair market value shall not be eligible for State funds unless, prior to the final agreement for acquisition, the Sponsor has received the concurrence of the Department for paying such negotiated values in lieu of the appraised fair market value.

D-9. Sponsors who adhere to the federal "Uniform Guidelines for the Acquisition of Property" shall be deemed to have conformed to the Department's guidelines, except that Paragraph 8 above shall also be applicable under such acquisitions.

D-10. In the event the Project is a low value, non-complex acquisition, the Department, at its option, may accept the original appraisal without the review appraisal. In such cases, all other provisions of this Section shall apply.

D-11. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

SECTION E: Sponsor's Acknowledgement of Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32

E-1 Sponsor acknowledges and agrees that it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Revised 8/4/17

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 2, 2018

Presenter: Tammy Blake, Human Resources Director

Attachment: No

Item Title: Health Insurance for County Employees

SUMMARY: Hyde County has accepted and evaluated proposals for employee health coverage. A proposal submitted by the League of Municipalities is being recommended.

Recommendation: Discuss and approve.

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

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

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

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 2, 2018
Presenter: Kris Noble, Assistant County Manager
Attachment: No

ITEM TITLE: ENGELHARD SANITARY DISTRICT WAIVER

SUMMARY: The Engelhard Sanitary District requests a building permit wiring fee waiver for an 18x24 storage building at the sewer plant to an existing electrical service. Looking at the fee schedule, this appears to be valued at \$75.

There is also a \$30.00 application fee. Total request equals \$105.00.

RECOMMEND: Adopt.

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

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

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

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

Meeting Date: April 2, 2018
Presenter: Assistant County Manager Kris Noble
Attachment: Yes

ITEM TITLE: MAINLAND OCCUPANCY TAX BOARD APPROPRIATION

SUMMARY: Assistant County Manager Kris Noble will present the following budget request appropriations to the Hyde County Mainland Occupancy Tax Board at its meeting on March 22, 2018 (Minutes attached).

- \$2,000.00 - Engelhard Development Corporation for the Engelhard Seafood Festival
- \$2,600.00 – MATTIE Arts Center for signage and a brochure rack

RECOMMEND: APPROVE

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

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

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

Occupancy Tax Board Meeting

March 22, 2018

Meeting called to order at 4:02 pm

In attendance: Karen Meekins, Elizabeth Gurganus, Brooke Dunbar, Corrine Gibbs

Guest attendant: Judy McClawhorne

Judy presented a request for the Mattie Art Center to receive funding for brochures rack and new signage - \$2600. A motion was made by Karen and seconded by Brooke, motion passed

Also was discussed money to be funded for the Mattie Art and Seafood Festival. The Festival will be held September 22, 2018. Motion was made by Brooke seconded by Karen to give \$2000 for the festival.

Motion passed. Money is to be distributed in budget year 2018-2019.

In the future we will set a budget by sending out letters for request in February of each year and meet in March to discuss budget. Corrine said she will help us with forms to be mailed out.

Meeting adjourned 4:38 pm

Karen Meekins, Secretary

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 2, 2018
Presenter: Assistant County Manager Kris Noble
Attachment: Yes

ITEM TITLE: ALBEMARLE RC&D 2018-2019 REQUEST FOR COUNTY FUNDS

SUMMARY: Assistant County Manager Kris Noble will present a budget allocation request on behalf of the Albemarle Resource Conservation & Development Council for Fiscal Year 2018-2019. The Albemarle RC&D is requesting \$750.00 to support the organization's various programs and activities in Hyde County.

RECOMMEND: APPROVE

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

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

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

Albemarle Resource Conservation & Development Council, Inc.



Wisely Conserving Natural Resources & Creating Opportunities for Positive Economic & Community Development.

Camden

Abner Wayne Staples
Garry Meiggs
Brian Lannon,
Chairman

Chowan

Jeff Smith,
Secretary/Treasurer
Fenton Eure, *Vice
Chairman*

Currituck

Will Creef
Mike Doxy

Dare

Ann Sinclair,
At-Large

Gates

Natalie Rountree

Hyde

Charles Tooley
Dick Tunnell

Pasquotank

Michele Aydtlett
Maurice Berry, Jr
Rodney Johnson,
Frankie Meads
Marshall Stevenson

Perquimans

Charles Mathews
Lynn Mathis

Tyrrell

Nathan T. Everett,
Past-Chair
Trey Liverman
Rhett White

Washington

Milton Cahoon
William Sexton
Perlis Nixon

March 8, 2018

Bill Rich, County Manager
Hyde County Commissioners
PO Box 188
Swan Quarter, NC 27885

SUBJ: 2018-2019 Request for County Funds

Dear Mr. Rich and Commissioners:

For the past 40 years, the Albemarle Resource Conservation and Development Council's programs and activities have been supported by each of the ten participating and sponsoring counties in the Albemarle region through contributions to its annual operating budget. The ARCD Council continues to be a worthwhile investment!

The attached Fact Sheet highlights some of ARCD's projects in Hyde, including Hurricane Matthew Disaster Recovery funds. The ARCD is continuously working with state representatives and state agencies to obtain funds to address regional water management issues such as algal blooms, alligator weed, hydrilla, and woody debris falling into rivers, streams and canals. Each dollar invested by Hyde County in ARCD-assisted projects has returned an average \$6.4 in value!

We value the ongoing support of your county, as well as the volunteer efforts of Charles Tooley and Dick Tunnell, ARCD members who represent Hyde. While we are sensitive to the current economic situation at the local, state and national level, **ARCD is again requesting support of a budget allocation of \$750 for the fiscal year 2018-2019.** This appeal has not changed since 2006.

As a reminder, ARCD is able to assist your county with project planning, grant writing and project administration. ARCD hopes that you will continue to partner with us as you consider land and water resource projects in your community.

Thank you, in advance, for your consideration.

Brian Lannon
ARCD Chairman



Albemarle RC&D Council 2018-2019 Fact Sheet Hyde County



Each dollar invested by Hyde County has returned an average \$6.4 in value!

Highlighted Projects in Hyde County	Grant Value	Local Cash Match
Hurricane Matthew Stream/Canal Debris Removal Phases I-III	\$ 966,251	\$ -
2015 Clearing and Snagging	\$ 10,000	\$ -
Hurricane Isabel Clearing and Snagging	\$ 114,890	\$ -
Davis School Recreation Park	\$ 49,800	\$ 49,800
Ponzer Recreation Area	\$ 65,000	\$ 65,000
Engelhard/Far Creek Boardwalk	\$ 48,000	\$ 12,000
Pungo River Stream Restoration	\$ 21,300	\$ 10,700
Double Canal and Berry Ditch Restoration	\$ 10,000	\$ 5,000
Hyde County Schools Drainage and Flood Prevention	\$ 376,000	\$ 71,000
Englehard Recreation Facility	\$ 50,000	\$ 50,000
Hyde County Constructed Wetlands Demonstration	\$ 20,000	\$ -
Hyde County Piling and Boat Removal	\$ 45,000	\$ 14,875
Total for Hyde County	\$ 1,776,241	\$ 278,375
TOTAL ROI	6.4	

RC&D also provided assistance on these projects:

- Englehard Park Lighting Project
- Hydeland Canal Boat Ramp

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

Meeting Date: April 2, 2018
Presenter: Assistant County Manager Kris Noble
Attachment: Yes

ITEM TITLE: EXECUTIVE SUMMARY-REQUEST FOR FUNDING FROM THE
OCRACOCKE OCCUPANCY TAX BOARD

SUMMARY: Assistant County Manager Kris Noble will present requests for appropriations for FY 2018-2019 from the Ocracoke Occupancy Tax fund.

RECOMMEND: APPROVE

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

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

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

Ocracoke Occupancy Tax Board Request
Tram System to Support Passenger Ferry Project
One Page Summary

Beginning in summer 2018, the N.C. Ferry System will add direct passenger-only service from Hatteras Island to Ocracoke Island's Silver Lake Harbor, giving tourists an opportunity to explore the island without having to worry about traffic or parking.

The Ocracoke Express will depart from the Hatteras Ferry Terminal several times a day between May and September, whisking passengers across the Pamlico Sound directly into Ocracoke Village and in walking distance of all the village has to offer – from dining to shopping to strolls along the waterfront.

In addition to existing and expanded transportation rental businesses, Hyde County will also be providing free tram service around the Village, and bikes and golf carts will be available for rental near the ferry terminal in an effort to expand economic development opportunities outside of the areas immediately adjacent to the ferry landing.

First year operations cost for the tram service has been estimated at \$150,000 and is to be operated through a private vendor obtained through a competitive bid process. The NC Department of Transportation Public Transportation Division has graciously offered to lease the trams to Hyde County at a cost of \$1 a year and has also agreed to prepare a draft Request for Proposals for the operations of the tram to include all ADA and NC bidding requirements.

Last year Hyde County successfully applied for and received Ocracoke Occupancy Tax funding in the amount of \$35,000 to support the first year of tram service. At that time, Hyde County voiced the desire to apply for and utilize an additional \$35,000 from the Ocracoke Occupancy Tax Board in this year's cycle of funding to realize an entire funding amount of \$70,000 from the Ocracoke Occupancy Tax Board.

The NC Department of Transportation Public Transportation Division has committed to matching all local funds. The total budget of \$150,000 is slated to be comprised of a total allocation of \$70,000 from Ocracoke Occupancy Tax funding, \$75,000 from NC DOT Public Transportation Division and the remainder of funding to be provided by Hyde County.

The creation of the passenger ferry service coupled with the complimentary tram service is viewed by the state as a true multimodal project designed to increase tourism numbers and the corresponding economic development that follows while offering a safe and enjoyable visitor experience. All aspects of the project will be transparent and public comment will be encouraged and utilized to make this trial project a long term and sustainable project that visitors and residents can embrace and appreciate.

Ocracoke Occupancy Tax Board Request
Tram System to Support Passenger Ferry Project
Contact Information

Team Members:

Bill Rich
Hyde County Manager
brich@hydecourtync.gov
252-333-2596

Tom Pahl
Ocracoke Township Commissioner
thpahl@gmail.com
860-933-0259

Corrinne Gibbs
Hyde County Finance Officer
cgibbs@hydecourtync.gov
252-926-4178

Kris Noble
Hyde County Assistant County Manager
knoble@hydecourtync.gov
252-542-0802

Ocracoke Occupancy Tax Board Request
Tram System to Support Passenger Ferry Project
Detailed Description/Itemization of Funds Requested

NC DOT Public Transportation Division is currently drafting a request for proposals for the operation of the tram system. The RFP and corresponding submitted bids for operation will include detailed and itemized rates for the operation.

The Ocracoke Occupancy Tax Board will have access to the RFP and the successful and accepted bid which will contain a detailed and itemized operations budget. This funding is being requested for true operation costs. No capital costs are included in this request. Promotional and advertising of the tram service will be funded by NC DOT transportation division within the overall promotion of the passenger ferry service. NC DOT will work cooperatively with the Ocracoke Civic and Business Association and the Ocracoke Township Tourism Development Authority to ensure complimentary and cooperating marketing and promotion.

Ocracoke Occupancy Tax Board Request
Tram System to Support Passenger Ferry Project
Project Timeline

March – April 2018 the	Drafting and issuing full Request for Proposals for the operation of tram service.
May 2018 County	Award of contract for operation of tram service at May Hyde Board of Commissioners meeting.
May – June 2018	Final preparations for implementation of service.
June- August 2018	Passenger ferry service and tram service launched and operating.

Ocracoke Occupancy Tax Board Request
Tram System to Support Passenger Ferry Project
Financial Documentation

Hyde County submitted the FY 2015-16 final financial audit to the Ocracoke Occupancy Tax Board during last year's request. The FY 2016-17 audit is being completed and expected to be approved at the April 2018 Hyde County Board of Commissioner's regular meeting.

Copies of the audit submitted to the OT Board last year are available upon request. Copies of the 2016-17 audit will be provided to the OT Board upon receipt. Any specific financial information requested by the OT Board can be submitted in a timely fashion upon request.

Ocracoke Occupancy Tax Board Request
Tram System to Support Passenger Ferry Project
One Page Summary

Beginning in summer 2018, the N.C. Ferry System will add direct passenger-only service from Hatteras Island to Ocracoke Island's Silver Lake Harbor, giving tourists an opportunity to explore the island without having to worry about traffic or parking.

The Ocracoke Express will depart from the Hatteras Ferry Terminal several times a day between May and September, whisking passengers across the Pamlico Sound directly into Ocracoke Village and in walking distance of all the village has to offer – from dining to shopping to strolls along the waterfront.

In addition to existing and expanded transportation rental businesses, Hyde County will also be providing free tram service around the Village, and bikes and golf carts will be available for rental near the ferry terminal in an effort to expand economic development opportunities outside of the areas immediately adjacent to the ferry landing.

First year operations cost for the tram service has been estimated at \$150,000 and is to be operated through a private vendor obtained through a competitive bid process. The NC Department of Transportation Public Transportation Division has graciously offered to lease the trams to Hyde County at a cost of \$1 a year and has also agreed to prepare a draft Request for Proposals for the operations of the tram to include all ADA and NC bidding requirements.

Last year Hyde County successfully applied for and received Ocracoke Occupancy Tax funding in the amount of \$35,000 to support the first year of tram service. At that time, Hyde County voiced the desire to apply for and utilize an additional \$35,000 from the Ocracoke Occupancy Tax Board in this year's cycle of funding to realize an entire funding amount of \$70,000 from the Ocracoke Occupancy Tax Board.

The NC Department of Transportation Public Transportation Division has committed to matching all local funds. The total budget of \$150,000 is slated to be comprised of a total allocation of \$70,000 from Ocracoke Occupancy Tax funding, \$75,000 from NC DOT Public Transportation Division and the remainder of funding to be provided by Hyde County.

The creation of the passenger ferry service coupled with the complimentary tram service is viewed by the state as a true multimodal project designed to increase tourism numbers and the corresponding economic development that follows while offering a safe and enjoyable visitor experience. All aspects of the project will be transparent and public comment will be encouraged and utilized to make this trial project a long term and sustainable project that visitors and residents can embrace and appreciate.

Ocracoke Occupancy Tax Board Request
Tram System to Support Passenger Ferry Project
Contact Information

Team Members:

Bill Rich
Hyde County Manager
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252-333-2596

Tom Pahl
Ocracoke Township Commissioner
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860-933-0259

Corrinne Gibbs
Hyde County Finance Officer
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252-926-4178

Kris Noble
Hyde County Assistant County Manager
knoble@hydecountync.gov
252-542-0802

Ocracoke Occupancy Tax Board Request
Tram System to Support Passenger Ferry Project
Detailed Description/Itemization of Funds Requested

NC DOT Public Transportation Division is currently drafting a request for proposals for the operation of the tram system. The RFP and corresponding submitted bids for operation will include detailed and itemized rates for the operation.

The Ocracoke Occupancy Tax Board will have access to the RFP and the successful and accepted bid which will contain a detailed and itemized operations budget. This funding is being requested for true operation costs. No capital costs are included in this request. Promotional and advertising of the tram service will be funded by NC DOT transportation division within the overall promotion of the passenger ferry service. NC DOT will work cooperatively with the Ocracoke Civic and Business Association and the Ocracoke Township Tourism Development Authority to ensure complimentary and cooperating marketing and promotion.

Ocracoke Occupancy Tax Board Request
Tram System to Support Passenger Ferry Project
Project Timeline

March – April 2018 the	Drafting and issuing full Request for Proposals for the operation of tram service.
May 2018 County	Award of contract for operation of tram service at May Hyde Board of Commissioners meeting.
May – June 2018	Final preparations for implementation of service.
June- August 2018	Passenger ferry service and tram service launched and operating.

Ocracoke Occupancy Tax Board Request
Tram System to Support Passenger Ferry Project
Financial Documentation

Hyde County submitted the FY 2015-16 final financial audit to the Ocracoke Occupancy Tax Board during last year's request. The FY 2016-17 audit is being completed and expected to be approved at the April 2018 Hyde County Board of Commissioner's regular meeting.

Copies of the audit submitted to the OT Board last year are available upon request. Copies of the 2016-17 audit will be provided to the OT Board upon receipt. Any specific financial information requested by the OT Board can be submitted in a timely fashion upon request.

Ocracoke Occupancy Tax Board Request
Fees to support Lobbyist
One Page Summary

Joe McClees, President of McClees Consulting, provides lobbying and business consulting services in the US Congress and state legislatures. A native North Carolinian, Joe McClees is equally at ease in the legislatures of the southern states, the halls of the US Congress, and the Pacific Rim.

With more than 30 years involvement in government and politics, Joe McClees is accustomed to controversy. Joe McClees has spearheaded legislative changes in a wide array of issues. He brings a creative approach to protecting the interests of his clients.

Joe McClees has a powerful ally in his attorney wife, Henri McClees. They work together to advance the legislative agendas of their clients.

Lobbying

Hyde County has benefited from the expertise at McClees Consulting in the fight against ferry tolls and in the fight for Small Schools Money required to keep Ocracoke School funded to an acceptable level among many other causes.

Joe and Henri are available to help Ocracoke fight legislative battles both federal and state and protect the rights and interests of islanders no matter the legislative issue.

Ocracoke Occupancy Tax Board Request
Fees to support Lobbyist
Contact Information

Team Members:

Bill Rich
Hyde County Manager
brich@hydecountync.gov
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knoble@hydecountync.gov
252-542-0802

Ocracoke Occupancy Tax Board Request
Fees to support Lobbyist
Detailed Description/Itemization of Funds Requested

Hyde County contracts with McClees Consulting in the amount of \$25,000 per year. \$10,000 is being requested from Ocracoke Occupancy Tax funds and \$15,000 being supplied by Hyde County general fund.

Ocracoke Occupancy Tax Board Request
Fees to support Lobbyist
Project Timeline

July 1, 2018 – June 30, 2019

Contract with McClees Consulting

Ocracoke Occupancy Tax Board Request
Fees to support Lobbyist
Financial Documentation

Hyde County submitted the FY 2015-16 final financial audit to the Ocracoke Occupancy Tax Board during last year's request. The FY 2016-17 audit is being completed and expected to be approved at the April 2018 Hyde County Board of Commissioner's regular meeting.

Copies of the audit submitted to the OT Board last year are available upon request. Copies of the 2016-17 audit will be provided to the OT Board upon receipt. Any specific financial information requested by the OT Board can be submitted in a timely fashion upon request.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 2, 2018
Presenter: County Manager Bill Rich
Attachment: No

ITEM TITLE: DISCUSSION REGARDING OCRACOKE OCCUPANCY TAX RESERVE FUND

SUMMARY: Manager Rich will discuss a recommendation to the Ocracoke Occupancy Tax Board to designate \$400,000 of their fund balance toward one-time capital expenditures for (4) different non-profits on the island:

- Ocracoke Preservation Society
- Ocracoke Foundation
- Ocracoke Community Park
- Loop Shack Hill (yet to be established)
- And/or others as recommended by the Ocracoke Occupancy Tax Board

RECOMMEND: APPROVE

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

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

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

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

Meeting Date: April 2, 2018
Presenter: Justin Gibbs, Emergency Services Director
Attachment: Yes

ITEM TITLE: DISASTER DEBRIS REMOVAL SERVICES (H07-2018)

SUMMARY: On February 7, 2018 Hyde County solicited sealed bids from qualified contractors, with experience in disaster management, to provide disaster debris removal services. The propositioned contract could be activated by the County in response to any natural or man-made event requiring debris removal services.

On March 2, 2018 in an effort to foster full and effective competition, Hyde County re-opened the solicitation for sealed bids for standby/pre-event disaster debris removal services because of adjustments to the request package during the original advertisement period.

All bids received by the deadline have been carefully examined for conformance with the requirements outlined in the full request for sealed bids. Hyde County will award a contract to the lowest responsive and responsible bidder.

RECOMMEND: Award Contract.

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

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

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

Bid Tabulation - Unit Price Fee Schedule

Attachment - Hyde County Debris Removal Fee Schedule		DRC Emergency Services, LLC.		Southern Disaster Recovery		TFR Enterprises Inc.	
1.	Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS)						
	Mileage Radius: 0-5 Miles	/cu.yd. \$7.95		/cu.yd. \$7.40		/cu.yd. \$10.75	
	6-15 Miles	\$7.95		\$7.90		\$11.75	
	16-30 Miles	\$9.95		\$8.25		\$13.75	
	31-60 Miles	\$9.95		\$8.25		\$17.75	
	61-90 Miles	\$9.95		\$8.25		\$23.75	
	91-120 Miles	\$9.95		\$8.25		\$23.75	
2.	Construction and Demolition debris hauled to and dumped at a COUNTY approved disposal site or landfill. (The cubic yard rate will be applied to hauls destined for a COUNTY approved storage site where scales are not present. The ton rate will be applied to hauls destined for final disposal at a landfill)						
	Mileage Radius: 0-5 Miles	/cu.yd. \$8.95	/ton \$58.18	/cu.yd. \$7.75	/ton \$62.00	/cu.yd. \$13.75	/ton \$80.00
	6-15 Miles	\$9.95	\$64.68	\$8.00	\$69.00	\$14.75	\$90.00
	16-30 Miles	\$11.45	\$74.43	\$8.25	\$75.00	\$17.75	\$140.00
	31-60 Miles	\$13.45	\$87.43	\$9.00	\$91.00	\$19.75	\$170.00
	61-90 Miles	\$18.85	\$122.53	\$9.75	\$107.00	\$23.75	\$190.00
	91-120 Miles	\$25.45	\$165.43	\$10.50	\$120.00	\$25.75	\$210.00
	121-140 Miles	\$32.10	\$208.65	\$11.00	\$150.00	\$27.75	\$230.00
	140+ Miles	\$38.72	\$251.68	\$12.50	\$175.00	\$30.75	\$250.00
3.	Validated load hauled tickets from the TDSRS for final processed vegetative debris at a COUNTY approved recycling facility. (The cubic yard rate will be applied to hauls destined for a COUNTY approved storage site where scales are not present. The ton rate will be applied to hauls destined for final disposal at a landfill)						
	Mileage Radius: 0-20 Miles	/cu.yd. \$1.25	/ton \$8.75	/cu.yd. \$4.25	/ton \$42.00	/cu.yd. \$5.75	/ton \$50.00
	21-40 Miles	\$4.25	\$29.75	\$4.75	\$48.00	\$7.75	\$80.00
	41-70 Miles	\$10.25	\$71.75	\$5.25	\$55.00	\$8.75	\$90.00
	71-100 Miles	\$12.95	\$104.65	\$6.00	\$65.00	\$9.75	\$120.00
	101-140 Miles	\$16.95	\$111.65	\$6.75	\$95.00	\$10.75	\$140.00
	140+ Miles	\$16.95	\$118.65	\$7.00	\$125.00	\$11.75	\$160.00
4.	Ferry transit for the disposition of all eligible debris, either by hauling to a TDSRS for reduction or reduced debris to final disposal. The rates shall be for each loaded vehicle, on a per trip basis. Ferry tolls shall be paid by the CONTRACTOR and actual incurred cost shall be invoiced to the COUNTY for reimbursement.						
	Ocracoke - Swan Quarter Ferry Route (160 minutes, tolled route, tolls not included in rate)	\$450.00/each		\$290.00/each		\$580.00/each	
	Ocracoke - Hatteras Ferry Route (60 minutes, non-tolled route)	\$150.00/each		\$110.00/each		\$250.00/each	
5.	Tippling Fees/disposal costs for C&D shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the COUNTY for reimbursement						
6.	Management, Processing and Loading of all eligible debris and/or residue at the TDSRS, including locating, leasing (if required), preparing and layout of site; management, maintenance and operation of TDSRS; the receiving, sorting, segregation, and processing; furnishing materials, supplies, labor, tools and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and closure and remediation of the TDSRS.	\$1.95/cu.yd.		\$1.25/cu.yd.		\$5.00/cu.yd.	
7.	Reduction of all eligible debris at an approved DMS/TDSRS (Chipping or Grinding)	\$2.00/cu.yd.		\$2.75/cu.yd.		\$3.75/cu.yd.	
8.	Incineration of all eligible debris at an approved DMS/TDSRS	\$1.15/cu.yd.		\$2.25/cu.yd.		\$2.75/cu.yd.	
9.	Pick up and dispose of hazardous materials	\$9.95/lb.		\$1.75/lb.		\$5.00/lb.	
10.	Dead Animal Collection, Transportation & Disposal	\$4.95/lb.		\$1.00/lb.		\$6.00/lb.	
11.	Hazardous Trees - Trees will be evaluated by the COUNTY and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 4.5' above the ground. All hazardous tree removal will be in compliance with FEMA Policies 9580.204 and 9523.11						
	Trees with branches remaining - FEE ONLY TO CUT TREE						

	6-12" Diameter	\$35.00/tree	\$65.00/tree	\$230.00/tree
	13-24" Diameter	\$95.00/tree	\$100.00/tree	\$375.00/tree
	25-48" Diameter	\$195.00/tree	\$275.00/tree	\$1200.00/tree
	>48" Diameter	\$365.00/tree	\$450.00/tree	\$1500.00/tree
12.	Hangers - Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter at the point of the break. All hanger removal will be in compliance with FEMA Policy 9580.204. The CONTRACTOR, at the direction of the COUNTY, will remove hangers for a unit price per tree			
	1-5 Hangers	\$85.00/tree	\$70.00/tree	\$175.00/tree
	6-10 Hangers	\$85.00/tree	\$80.00/tree	\$175.00/tree
	11-15 Hangers	\$85.00/tree	\$90.00/tree	\$195.00/tree
	16+ Hangers	\$85.00/tree	\$100.00/tree	\$195.00/tree
13.	Private Property Demolition and Debris Removal - The CONTRACTOR shall operate beyond the Public Right-of-Way (ROW) only as identified and directed by the COUNTY. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include, but is not limited to, the demolition of structures and the removal of the debris to the final disposal site. The private property demolition and debris removal will be in compliance with FEMA Policies 9523.13 and 9523.4	\$7.50per sq.ft.	\$13.50per sq.ft.	\$4.95per sq.ft.
14.	Tipping fees/disposal costs for C&D shall be paid by CONTRACTOR and actual incurred cost shall be invoiced to the COUNTY for reimbursement			
15.	Fallen Trees - The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property at the point where it enters the ROW. The price for cutting a fallen tree will be billed at the hourly rate for an operator with chainsaw during Phase I - Emergency Clearance Operations. Vegetative debris will be placed on the ROW for collection as addressed under item #1	Price Included	Price Included	Price Included
16.	Hazardous Stump Extraction - Stumps will be evaluated by FEMA and the COUNTY in compliance with FEMA Policies 9580.204 and 9523.11. Upon FEMA approval the stump will be designated for extraction. The CONTRACTOR will extract hazardous stumps for a unit price per stump. (This item only addresses stumps that are extracted by the CONTRACTOR. The stumps extracted and placed on the ROW by others, regardless of size, will be billed at the normal cubic yard rate for vegetative debris defined by Item #1)			
	24-36" Diameter	\$200.00/stump	\$100.00/stump	\$800.00/stump
	37-48" Diameter	\$300.00/stump	\$250.00/stump	\$900.00/stump
	49"+ Diameter	\$400.00/stump	\$375.00/stump	\$1200.00/stump
17.	Sand removal, screening, and return to beach or other suitable location	\$17.15/cu.yd.	\$16.95/cu.yd.	\$27.00/cu.yd.
18.	Fill Dirt - As identified and directed by the COUNTY, the CONTRACTOR shall place compatible fill dirt in holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety	\$20.00/cu.yd.	\$10.00/cu.yd.	\$11.00/cu.yd.
19.	White Goods - The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws	\$45.00/unit	\$25.00/unit	\$115.00/unit
20.	Freon Recovery - The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners at the TDSRS or final disposition site in accordance with all federal, state and local rules, regulations and laws	\$45.00/unit	\$30.00/unit	\$45.00/unit
21.	Training and Assistance - Sessions for all key COUNTY personnel and assistance in all disaster debris recovery planning efforts as requested	Price Included	Price Included	Price Included
22.	Preliminary Damage Assessment - Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster and disaster generated damage, documenting eligible costs and describing the physical and financial impact of the disaster	Price Included	Price Included	Price Included
23.	Mobilization and Demobilization - All arrangements necessary to mobilize and demobilize the CONTRACTOR's labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR	Price Included	Price Included	Price Included
24.	Temporary Storage of Documents - The CONTRACTOR shall provide storage of daily or disaster related documents and reports for protection during the disaster event	Price Included	Price Included	Price Included
25.	Debris Planning Efforts - The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the COUNTY. These planning efforts shall include, but are not limited to, development of a debris management plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event	Price Included	Price Included	Price Included

26.	<u>Closure and Remediation of the TDSRS</u> - The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS to its original state prior to use by the CONTRACTOR. This item is addressed in Item #5.	Price Included	Price Included	Price Included
27.	<u>Reporting and Documentation</u> - The CONTRACTOR shall provide and submit to the COUNTY all reports and documents as may be necessary to <u>adequately</u> document the Debris Recovery Services in accordance with FEMA/NC requirements	Price Included	Price Included	Price Included

Legend

 Highest Rate

 Median Rate

 Lowest Rate

Bid Tabulation								
Hyde County Phase I								
Emergency Clearance Hourly Rate Schedule								
<i>This will work will be limited to 70 hours of Phase 1 - Emergency Clearance Operations. All equipment rates below include operator, fuel and maintenance costs</i>				DRC Emergency Services, LLC	Southern Disaster Recovery	TFR Enterprises Inc.	Average	Legend
Personnel/Equipment	Hourly	Hourly	Hourly	Hourly	Hourly			
30 Ton Crane	\$175.00	\$80.00	\$250.00	\$168.33			Highest Rate	
Portable Chipper (Up to 8" Diameter)	\$225.00	\$45.00	\$180.00	\$150.00				
Stump Grinder	\$245.00	\$45.00	\$165.00	\$151.67			Median Rate	
50' Bucket Truck	\$225.00	\$85.00	\$260.00	\$190.00				
Track-Hoes John Deere 690 Equivalent	\$165.00	\$130.00	\$225.00	\$173.33			Lowest Rate	
D-6 Dozers or Equivalent	\$285.00	\$75.00	\$175.00	\$178.33				
John Deere 544 or Equivalent	\$145.00	\$85.00	\$175.00	\$135.00				
Service Trucks	\$145.00	\$55.00	\$80.00	\$93.33				
Tractor with Box Blade	\$100.00	\$50.00	\$145.00	\$98.33				
5-14 Cubic Yard Dump Truck	\$100.00	\$45.00	\$110.00	\$85.00				
15-24 Cubic Yard Dump Truck	\$115.00	\$65.00	\$130.00	\$100.00				
25-34 Cubic Yard Dump Truck	\$125.00	\$60.00	\$160.00	\$111.67				
35-44 Cubic Yard Dump Truck	\$135.00	\$65.00	\$170.00	\$123.33				
45-54 Cubic Yard Dump Truck	\$145.00	\$70.00	\$190.00	\$135.00				
55-64 Cubic Yard Dump Truck	\$165.00	\$75.00	\$210.00	\$150.00				
65-74 Cubic Yard Dump Truck	\$185.00	\$80.00	\$230.00	\$165.00				
75+ Cubic Yard Dump Truck	\$185.00	\$90.00	\$250.00	\$175.00				
850 HP or Equivalent Tree Grinder	\$650.00	\$560.00	\$400.00	\$536.67				
Water Truck (2000 gal.)	\$145.00	\$50.00	\$125.00	\$106.67				
Rubber Tire Backhoe	\$165.00	\$70.00	\$175.00	\$136.67				
Motor Grader	\$260.00	\$75.00	\$160.00	\$165.00				
Climber with Gear	\$90.00	\$30.00	\$85.00	\$68.33				
Superintendent with Truck	\$85.00	\$65.00	\$80.00	\$76.67				
Foreman with Truck	\$70.00	\$55.00	\$75.00	\$66.67				
Operator with Chainsaw	\$45.00	\$20.00	\$75.00	\$46.67				
Traffic Control Personnel	\$45.00	\$18.00	\$65.00	\$42.67				
Safety Superintendent	\$80.00	\$35.00	\$85.00	\$66.67				
Laborer	\$40.00	\$18.00	\$55.00	\$37.67				
Field Project Foreman	\$65.00	\$55.00	\$75.00	\$65.00				
Administrative Assistant	\$45.00	\$18.00	\$65.00	\$42.67				
Clerical	\$40.00	\$18.00	\$55.00	\$37.67				
Pickup Truck	\$40.00	\$25.00	\$40.00	\$35.00				
Pickup Truck, Extended Cab	\$45.00	\$25.00	\$45.00	\$38.33				
Pickup Truck, 4x4	\$45.00	\$25.00	\$50.00	\$40.00				
Pickup Truck, 1 Ton	\$45.00	\$25.00	\$55.00	\$41.67				
Mechanized Broom	\$135.00	\$50.00	\$165.00	\$116.67				
Trackhoe, 490 or Equivalent	\$165.00	\$130.00	\$190.00	\$161.67				
Bulldozer, D4 or Equivalent	\$150.00	\$70.00	\$135.00	\$118.33				
12 Ton Lowboy	\$140.00	\$100.00	\$85.00	\$101.67				
50 Ton Lowboy	\$150.00	\$125.00	\$85.00	\$120.00				
Skidsteer	\$145.00	\$50.00	\$90.00	\$95.00				
Rubber Tire Excavator	\$165.00	\$125.00	\$145.00	\$145.00				
Average	\$144.27	\$73.83	\$139.88	\$119.33				

Hurricane Scenario Cost Analysis

Type	Mainland cu.yd.	ton	Ocracoke cu.yd.	ton	Mainland Price			Ocracoke Price		
					DRC	SDR	TFR	DRC	SDR	TFR
Vegetative Debris (ROW)	100,000		10,000		0-60 miles \$8.95 cu.yd.	0-60 miles \$7.95 cu.yd.	0-60 miles \$13.50 cu.yd.	0-15 miles \$7.95 cu.yd.	0-15 miles \$7.65 cu.yd.	0-15 miles \$11.25 cu.yd.
C & D (ROW)	20,000		5,000		0-60 miles \$10.95 cu.yd.	0-60 miles \$8.25 cu.yd.	0-60 miles \$16.50 cu.yd.	0-15 miles \$9.45 cu.yd.	0-15 miles \$7.88 cu.yd.	0-15 miles \$14.25 cu.yd.
C&D Transport		3,500		875	61-90 miles \$122.53 ton	61-90 miles \$107.00 ton	61-90 miles \$190.00 ton	61-90 miles \$122.53 ton	61-90 miles \$107.00 ton	61-90 miles \$190.00 ton
Vegetative Reduction	100,000		10,000		\$2.00 cu.yd.	\$2.75 cu.yd.	\$3.75 cu.yd.	\$2.00 cu.yd.	\$2.75 cu.yd.	\$3.75 cu.yd.
Chip Transport	80,000	14,000	8,000	1,400	71-100 miles \$104.65 ton	71-100 miles \$65.00 ton	71-100 miles \$120.00 ton	71-100 miles \$104.65 ton	71-100 miles \$65.00 ton	71-100 miles \$120.00 ton
Debris (ROW)					\$895,000.00	\$795,000.00	\$1,350,000.00	\$79,500.00	\$76,500.00	\$112,500.00
C&D (ROW)					\$219,000.00	\$165,000.00	\$330,000.00	\$189,000.00	\$39,400.00	\$71,250.00
C&D Transport					\$428,855.00	\$374,500.00	\$665,000.00	\$107,213.75	\$93,625.00	\$166,250.00
Veg Reduction					\$200,000.00	\$275,000.00	\$375,000.00	\$20,000.00	\$27,500.00	\$37,500.00
Chip Transport					\$1,465,100.00	\$910,000.00	\$1,680,000.00	\$146,510.00	\$91,000.00	\$168,000.00
					\$3,207,955.00	\$2,519,500.00	\$4,400,000.00	\$342,223.75	\$328,025.00	\$555,500.00

Ocracoke / Swan Quarter

\$450.00	\$290.00	\$580.00
\$58,500.00	\$37,700.00	\$75,400.00

Ferry Transport = \$/100 cu.yd. per trip

Total Cost for Scenario

DRC	SDR	TFR
\$3,808,678.75	\$2,885,225.00	\$5,030,900.00