Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 5, 2018
Presenter: Bill Rich
Attachment: Yes – Revised Agreement with Ferry View Partners

ITEM TITLE: APPROVAL OF REVISED AGREEMENT WITH FERRY VIEW PARTNERS

SUMMARY: Bill Rich will present the attached Ferry View Partners/Hyde County revised agreement recommended by the County Attorney.

RECOMMEND: APPROVE REVISED AGREEMENT

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

STATE OF NORTH CAROLINA
COUNTY OF HYDE

COMMERCIAL LEASE

THIS LEASE is made and entered into as of the ____ day of _____, 2018 by and between FERRY VIEW PARTNERS, LLC, a North Carolina limited liability company, hereinafter called "Landlord" and HYDE COUNTY hereinafter called "Tenant".

WITNESSETH

WHEREAS, Landlord is the owner of that certain property known as Lot 5, located in Ocracoke Township, Hyde County, State of North Carolina and

WHEREAS, Tenant desires to lease for a term as specified hereinbelow a portion of said property owned by Landlord according to the terms and conditions set forth herein.

1. PREMISES.

Landlord hereby leases to Tenant the premises (the Premises") described as follows:

The Premises consists of approximately 900 square feet located on Lot 5, as shown on a plat map recorded at Plat Cabinet C, Slide 136L, Hyde County Registry. This property is located adjacent to Water Plant Road, Ocracoke, North Carolina. The Premises is more particularly described as the pink rectangle on a map attached as Exhibit A, which is an integral part of this Lease. In addition, Landlord also shall provide for a suitable means of ingress, egress, regress and utilities access immediately adjacent to the Premises and described as "access point" on said map.

2. TERM.

The term of this Lease shall be for a period of five (5) years. The term shall commence on the first day of October 2018, and shall end on September 30, 2023, unless terminated earlier pursuant to paragraph 17.

3. RENT.

Tenant shall pay to Landlord during the five (5) year term of this Lease rent as follows:

In year 1, the rent shall be $450.00 per month.
In year 2, the rent shall be $487.50 per month.
In years 3-5, the rent shall be $525.00 per month.

Rent shall be due in advance on the first day of each month. Rent shall be paid to Landlord at P.O. Box 3470, Topsail Beach, N.C. 28445 and shall be late if not received by the 5th

of each month. If payment is not received by the 5th of each month, a late fee of 5% shall be due. This fee shall be additional rent.

4. TAXES.

(A) Property Taxes on Premises. Landlord shall pay all ad valorem property taxes that are assessed or imposed on the real estate or any part thereof, or become payable during the term of this Lease.

(B) Tenant's Property. Tenant shall be responsible for and pay all taxes and/or assessments in the nature of all ad valorem property taxes that shall become due and owing on any and all of its improvements, fixtures, inventory, equipment, or other property belonging to Tenant and kept at the above described Premises. Tenant is the taxing authority, so it is unlikely that any taxes will be imposed on County property.

(C) Rental Taxes. Should any governmental taxing authority levy, assess, or impose any tax, excise or assessment (other than income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution for or in addition to any existing tax on land, buildings or otherwise, Tenant shall be responsible for and shall pay any such tax, excise or assessment, or shall reimburse Landlord for the amount thereof, as the case may be.

5. UTILITIES AND SERVICES.

Tenant shall pay for water and sewer, and garbage collection. Tenant agrees to pay for any gas, oil, heat, electricity, or power, used by Tenant on or about the demised Premises. The Premises shall have a separate utility meter and Tenant shall set up an account with the applicable utility company. Tenant shall keep said demised Premises free and clear of any lien or encumbrances of any kind whatsoever created by Tenant's act or omission. Tenant shall not have any rights to Landlord's septic system.

6. USE OF PREMISES BY TENANT.

Landlord shall allow Tenant to utilize and occupy the demised Premises for the construction and use of a storage building for the storage of motorized vehicles, more specifically trams for the passenger ferry, or for any other lawful purpose or purposes as Landlord from time to time may agree with Tenant in writing. Upon completion of construction of the storage building by Tenant, Landlord shall take ownership of the same; however, Tenant shall exclusively occupy and utilize the storage building for the duration of this Lease in consideration for the rent paid hereunder and in consideration for Tenant funding as well as supervising the construction of the storage building.

7. TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY.

Tenant agrees:

(A) To occupy the Premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Premises, and without committing or permitting waste;

(B) To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies or increases the premiums therefor;

(C) To permit Landlord free access to the Premises at all reasonable times upon at least two (2) days prior verbal notice to Tenant's manager at the Premises for the purpose of examining the same or making alterations or repairs to the Premises that Landlord may deem necessary for the safety or preservation thereof; Landlord may only enter the Premises in an emergency or with verbal approval of Tenant. If Landlord or its representatives enters the Premises when an employee of Tenant is not present, Landlord shall, prior to leaving the Premises, secure the same free from entry by others.

(D) To permit no lien, notice of intention to file lien or other charges (whether arising out of work of any contractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage or otherwise) which might be or become a lien or encumbrance or charge upon the Premises or any part thereof or the income therefrom, and to suffer no other matter or thing whereby the estate, right and interest of Landlord in the Premises or any part thereof might be impaired; and

(E) To permit, on or after forty-five (45) days next preceding the expiration of the term of this Lease, Landlord or its agents to have the right to show the Premises to potential tenants and to place notices offering the Premises "To Lease" or "For Sale" on the front of the Premises or any part thereof.

8. REPAIRS AND ALTERATIONS.

(A) Repairs by Landlord. Landlord shall not make any repairs to the Premises.

(B) Repairs by Tenant. Except as may be specifically provided to the contrary herein, Tenant shall keep the non-structural portions of the Premises and every part thereof and any fixtures, facilities, including storage building, or equipment contained therein, in good condition and repair. At the end of the lease term, including any extensions, Tenant shall return the Premises to Landlord in the same condition, reasonable wear and tear excepted, as at the origination of the Lease, but with the addition of the storage building.

(C) Alterations or Improvements by Tenant. Tenant, at the sole cost and expense of Tenant, shall have the right to make renovations, additions, and improvements of or to the Premises at any time and from time to time in accordance with plans and specifications submitted to and approved in writing by Landlord; however, such alterations or improvements shall be limited to the construction of a storage building for the passenger ferry trams and any ancillary improvements. Any alterations which may be permitted by Landlord shall be upon the condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with applicable laws and building codes and

ordinances and in a good and workmanlike manner, and shall indemnify Landlord from and against any and all liability, damage, claims, demands, suits, actions or expense (including attorneys' fees) arising out of any such alterations and improvements, which indemnification shall be in a form reasonably acceptable to Landlord. Tenant shall promptly repair any damages to the Premises, or to the buildings of which the Premises are a part, caused by any alterations, additions or improvements to the Premises by Tenant. Any and all repairs, replacements, renovations, additions or improvements of or to the Premises shall be and will become the property of Landlord and shall remain to be surrendered as part of the Premises, without cost to Landlord, at the expiration of this Lease; provided, however, that at any time prior to the expiration of the term or any additional term of this Lease, Tenant may remove such trade fixtures installed by Tenant as may be affixed to the Premises provided that such removal can be effected without materially damaging the Premises. Any damage so effected, whether material or otherwise, upon the removal of said trade fixtures by Tenant shall be immediately repaired at the sole expense of Tenant. Upon the termination of this Lease and surrender of the Premises by Tenant to Landlord, the Premises shall be in as good condition as when received by Tenant, excepting only deterioration caused by ordinary wear and tear.

9. INDEMNITY AND INSURANCE.

(A) Indemnification. Tenant will indemnify and hold Landlord harmless from and against all loss, cost, expense, and liability whatsoever (including Landlord's cost of defending against the foregoing, such cost to include reasonable attorney's fees) resulting or occurring by reason of Tenant's construction, use or occupancy of the Premises; including claims for loss of or damage to property, or for injury or death to any person, for any cause whatsoever while in or upon the demised Premises.

Landlord will indemnify and hold Tenant harmless from and against all loss, cost, expense, and liability whatsoever (including Tenant's cost of defending against the foregoing, such cost to include reasonable attorney's fees) resulting or occurring by reason of any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed pursuant to this Lease, or from Landlord's violations of or noncompliance with any governmental requirements or insurance requirements.

(B) Public Liability Insurance. Tenant agrees to carry public liability insurance covering the Premises and Tenant's use thereof, with companies qualified to do business in the state in which the Premises is located, with approval of such company to be granted by Landlord, with minimum limits of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) on account of bodily injuries to or death of more than one person, ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) on account of bodily injuries to or death of more than one person as a result of any occurrence, and FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) coverage for property damage, and to deposit certificates of insurance with Landlord prior to the date of any use or occupancy of the Premises by Tenant; said policy or policies shall name Tenant as insured and Landlord, and such other parties as Landlord may from time to time notify Tenant in writing to be named, as additional insureds under such insurance policy and shall provide that the insurer agrees to notify

Landlord and such other parties designated by Landlord as additional insureds not less than thirty (30) days in advance of any modification or cancellation thereof.

(C) Landlord's Liability. Unless due to Landlord's negligence, Landlord shall not be liable (i) for any damage to Tenant's property located in the Premises, regardless of the cause of such damage, (ii) for any acts or omissions of other third parties, nor (iii) for any condition of the Premises whatsoever unless Landlord is responsible for the repair thereof and has failed to make such repair after notice of the need therefor, and expiration of a reasonable time (not to exceed thirty (30) days) for the making of such repairs.

10. DAMAGE AND DESTRUCTION.

This is a lease for a specified area. Landlord has no obligation to rebuild for the benefit of Tenant as the improvements on the Premises shall be constructed and maintained by Tenant.

11. ASSIGNING AND SUBLETTING.

Tenant shall not have the right to assign this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Acceptance of rent from, or performance of any other obligations under this Lease by, any person other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease nor shall it be deemed to be a consent to the assignment of this Lease. No consent by Landlord shall operate to relieve Tenant from primary liability for the performance of Tenant's obligations under this Lease.

12. EMINENT DOMAIN.

In the event the Premises or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriate proceedings or by any right of eminent domain, the entire compensation award thereof, including, but not limited to, all damages as compensation for diminution in value of the leasehold, reversion and fee, shall belong to Landlord, without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title, and interest to any such award. However, Tenant shall have the right to recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded to Tenant on account of interruption of Tenant's business, for moving and relocation expenses, for the value of its leasehold and any other amounts properly recoverable by Tenant under law.

In the event of a taking under the power of eminent domain such portion of the Premises which shall render the Premises, in Tenant's reasonable discretion, unsuitable for the operation of Tenant's business, either Landlord or Tenant shall have the right to terminate this Lease by notice in writing given within ninety (90) days after the condemning authority takes possession; in which event, all rents and other charges shall be prorated as of the date of such termination.

Landlord shall provide Tenant written notice within twenty-four (24) hours of awareness of a condemnation proceeding. Rent shall cease on the last day of occupancy by Tenant.

13. DEFAULT BY TENANT.

If Tenant defaults in the payment of rent or in the performance of any other of Tenant's obligations hereunder and fails to remedy such default within ten (10) days after receipt of written notice from Landlord specifying the nature and extent of such default in detail (unless the default relates to matters other than the payment of money and it cannot reasonably be remedied within thirty (30) days and Tenant commences to remedy such default within thirty (30) days after receipt of written notice from Landlord and thereafter diligently pursues correction thereof; in which event, the time to remedy such default shall be extended to the time reasonably required therefor), or if a receiver of any property of Tenant on the Premises is appointed, or Tenant's interest in the Premises is levied upon by legal process, or Tenant be adjudged bankrupt and Tenant fails within sixty (60) days to cause the vacation of such appointment, levy or adjudication, or if Tenant files a voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or makes an assignment for the benefit of its creditors, then and in any such instance, without further notice to Tenant, Landlord may enter upon the Premises and terminate this Lease. In the event of such termination, the obligations of Landlord hereunder shall cease, without prejudice, however, to the right of Landlord to recover from Tenant any sums due Landlord for rent and other charges payable by Tenant hereunder, including reasonable attorneys' fees to the date of such entry. In addition, Landlord may enter upon the Premises without terminating this Lease and may relet them in its own name for the account of Tenant for the remainder of the term at the highest rent then obtainable and recover from Tenant any deficiency for the balance of the term between the amount for which the Premises were relet, less expense of reletting and the rent provided hereunder. Such deficiency shall be payable by Tenant monthly as rent becomes due under the terms of this Lease. In the case of termination of Tenant's right to possession, Landlord may use all reasonable efforts to relet the Premises on reasonable terms in order to mitigate damages, but has no affirmative obligation to do so. No failure of Landlord to enforce its right or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

If Tenant at any time shall fail to pay any taxes, assessment, or liens, to make any payment or perform any act required by this Lease to be made or performed by it and such failure shall continue for thirty (30) days following notice thereof by Landlord to Tenant, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payments or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred, including reasonable attorneys' fees, not paid within seven (7) days following their due date shall accrue interest at the rate of five percent (5%) from the date of payment of incurring thereof by Landlord and shall be paid by Tenant to Landlord upon receipt of invoice thereof from Landlord to Tenant. All other sums payable by Tenant to Landlord under this Lease, if not paid within seven (7) days following their due date shall accrue interest at the rate of eighteen percent (18%) from their due date until paid, said interest to be additional rent under this Lease and shall be paid to Landlord by Tenant upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant other than the failure to pay the particular rental so accepted and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of the knowledge thereof. Any partial payment of rent for any rental period accepted by Landlord shall not constitute a waiver of Landlord's right to the remaining rent due for any such period.

14. NOTICES.

Any notice or consent required to be given by or on behalf of either party to the other shall be deemed given on the date of deposit in the mail, postage prepaid when mailed by registered or certified mail, return receipt requested, addressed to Landlord at:

Lanier, King & Paysour, PLLC
108 S. Pitt Street
Greenville NC 27834

To Tenant at:

County of Hyde
30 Oyster Creek Road
Post Office Box 188
Swan Quarter NC 27885

15. MORTGAGE SUBORDINATION.

This Lease is and shall at all times, unless Landlord shall otherwise elect, be subject and subordinate to all covenants, restrictions, easements and encumbrances, mortgages, deeds of trust, financing or refinancing in any amounts which may now or hereafter be placed against or affect any or all of the land or any or all of the building and improvements now or at any time hereafter constituting part of or adjoining the Premises; provided, however, that the mortgagee or beneficiaries of any such transaction shall recognize this Lease of Tenant in the event of foreclosure if Tenant is not in default under the terms of this Lease. There is no existing mortgage on the Premises.

16. QUIET ENJOYMENT.

Landlord hereby covenants and agrees that, if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises without any hindrance from Landlord or any person or persons lawfully claiming the Premises, subject, however, to the terms and conditions of this Lease and to any mortgages,

ground or underlying leases, deeds, and encumbrances of record to which this Lease is or may be subordinate as to which Tenant shall have actual knowledge. Landlord hereby warrants that no such mortgage, ground or underlying leases, deeds or encumbrances of record shall adversely affect Tenant's use of the Premises.

17. EARLY TERMINATION BY LANDLORD OR TENANT.

Due to the nature of the Premises being only a portion of the marketable area of Lot 5, Landlord reserves the option to terminate this Lease prior to the end of the term by giving Tenant a 180 day notice. In the event that Landlord exercises this early termination clause, Landlord shall pay Tenant for the storage building constructed on the Premises based on a straight ten year depreciation schedule on an initial improvement cost of $25,000.00.

YEAR	LANDLORD COST TO TERMINATE
1	$22,500.00
2	$20,000.00
3	$17,500.00
4	$15,000.00
5	$12,500.00

In addition to Landlord's early termination option, Tenant may also terminate the Lease at any time during the term by giving Landlord a 180 day notice. Upon Tenant notice of termination, Tenant shall be liable for the rent for the one hundred eighty days, but shall have no further rent obligation; however, Tenant shall not be entitled to any payment for the storage building constructed on the premises and the same shall remain Landlord's property.

18. MISCELLANEOUS PROVISIONS.

(A) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

(B) Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by Landlord. No waiver by Landlord with respect to a breach of any condition may be claimed or pleaded to excuse a future breach of the same condition or covenant.

(C) Acceleration of Rental. In the event that Tenant defaults in any of its obligations hereunder, then the balance of the installments of rent for the entire terms of this

Lease shall, at the option of Landlord, become due and payable at once upon demand or notice by Landlord, unless cured by Tenant within thirty (30) days.

(D) No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant. Tenant is in no way, nor shall it be deemed to be, an agent or representative of Landlord.

(E) Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

(F) Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns respectively, of the parties hereto; provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatsoever.

(G) Entire Agreement. This Lease and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

(H) Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration of the Lease, or its termination in any way, in good condition and repair (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and tear only excepted). Any holding over after the expiration of the term, with or without the consent of Landlord, shall be construed to be a tenancy from month to month at one hundred twenty five percent (125%) of the then current rent and otherwise on the terms and conditions herein specified, so far as applicable. Either party may cancel such month to month tenancy upon at least thirty (30) days' notice to the other party.

(I) Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State of North Carolina. Both Landlord and Tenant recognize the courts of the State of North Carolina as the exclusive jurisdiction and venue for any action arising under this Lease or out of the relationship between the two parties.

(J) Modification. This Lease shall not be changed or modified orally, but only by an agreement in writing, signed by both parties hereto.

(K) Severability. In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included herein, and the balance of this Lease shall continue in effect in accordance with its terms.

(L) Landlord and Tenant shall execute and deliver any instruments necessary to carry out any agreement, term, condition, or assurance in this Lease whenever the occasion shall arise and will request for any such instrument to be made.

(M) Attorney's Fees. In the event of any litigation between the parties hereto arising out of this Lease, or the demised Premises, the prevailing party therein shall be allowed all reasonable attorney's fees expended or incurred in such litigation to be recovered as a part of the cost of such action.

19. LAWS AND REGULATORY APPROVAL.

Tenant, at its own expense, shall have the responsibility to procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Tenant's use of the Premises. Tenant shall comply promptly with all laws, rules, and regulations of all federal, state, county, and municipal governments and departments, which may be applicable to the demises Premises, and shall never at any time use said Premises for any illegal purpose or function.

20. CONSENT.

Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant hereby agree that, whenever Landlord's consent or approval is required, such consent or approval will not be unreasonably withheld, conditioned, or delayed.

21. HAZARDOUS SUBSTANCES.

Compliance with Governmental Laws. Tenant at all times and in all respects shall comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, generation, manufacture, storage, disposal or transportation of any hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, oil or other petroleum products, flammable explosives, asbestos, or any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" regulated under any Hazardous Material Law (collectively, "Hazardous Materials"). In all respects, Tenant shall handle, treat, deal with, manage and dispose of any and all Hazardous Materials in total conformity with all applicable Hazardous Materials Laws and prudent industry practices. Upon expiration or earlier termination of the term of the Lease, Tenant shall cause any Hazardous Materials then located upon the Premises to be removed from the Premises and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws. If Tenant fails to do so, Landlord may remove such Hazardous Materials at Tenant's expense. Tenant shall not use any hazardous, toxic, combustible or noxious substances or materials in the Premises other than those as may be used in a normal office environment.

Tenant shall only be responsible to comply herewith and be liable for those hazardous substances brought into, used or introduced into the Premises by Tenant. Tenant shall

not be liable for or have any obligation to comply herewith for the occurrence of or presence of hazardous substances prior to the date of Tenant's occupancy.

Definitions. As used in this Lease, the term "environmental laws" shall mean all applicable federal, state and local environmental laws, ordinances, rules and regulations now or hereafter existing. The term "hazardous substances" shall mean substances defined as hazardous by environmental laws and shall include, without limitation, petroleum products. The term "hazardous activities" shall mean the generation, storage, use, transport and/or disposal of hazardous substances.

Tenant Responsibilities. Except those ordinary and customary materials and practices reasonably required in the course of Tenant's normal business in compliance with environmental laws, Tenant shall not engage in hazardous activities without prior express written consent of Landlord which consent shall not be unreasonably withheld.

Tenant shall indemnify, defend (by attorneys reasonably acceptable to Landlord), protect, and hold Landlord harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, damages, or expenses that may arise from hazardous activities conducted by Tenant, its agents or employees which could possibly result in a release to the environment.

If responsible for a hazardous substance release pursuant to the preceding terms, Tenant shall provide a response action plan and schedule to Landlord no later than thirty (30) days following Landlord's written request. Tenant shall complete the requisite response action in accordance with environmental laws and proceed in a timely manner. Tenant shall provide copies of relevant project documents for Landlord's review and comment. Tenant shall take no remedial response action, nor enter into any settlement or other agreements, without first notifying Landlord of Tenant's intention and affording Landlord ample opportunity to assert and protect its interest in the contemplated action.

Should Tenant fail to perform as described above, Landlord may conduct the requisite response action and be entitled to reimbursement by Tenant within fifteen (15) business days following Tenant's receipt of Landlord's invoice, prepared in reasonable detail, for all costs associated herewith. At least ten (10) business days prior to initiating any such response action, Landlord shall provide Tenant with written notice of intent, including a work plan and cost estimate.

Upon expiration or earlier termination of the Lease, Tenant shall cause its hazardous substances to be properly removed from the Premises.

Notification. Each party agrees to notify the other within five (5) business days of such party learning of any of the following:

1. Notice or claim to the effect that either party is or may be liable to any person or party as a result of the known, suspected or threatened release to the environment of any hazardous substance from, at or near the Premises.

2. Notice or claim to the effect that either party is or may be subject to the reporting, investigation and/or other response requirements or environmental laws as a result of the known, suspected or threatened release to the environment of any hazardous substance from, at or near the Premises.

3. Notice that the Premises are subject to any environmental lien.

4. Notice or awareness by either party of a known, suspected or threatened condition which would reasonably result in a violation of environmental law and have a material adverse effect on the Premises or either party.

22. RECORDING.

Landlord hereby agrees to execute a memorandum of Lease for recordation purposes in accordance with North Carolina General Statute §47-118 if requested to do so by Tenant. Such document will be prepared and recorded at the sole expense of Tenant.

23. DEFAULT BY LANDLORD.

If Landlord defaults in the performance of Landlord's obligations hereunder and fails to remedy such default within ten (10) days after receipt of written notice from Tenant specifying the nature and extent of such default in detail (unless the default cannot reasonably be remedied within thirty (30) days and Landlord commences to remedy such default within thirty (30) days after receipt of written notice from Tenant and thereafter diligently pursues correction thereof; in which event, the time to remedy such default shall be extended to the time reasonably required therefor), Landlord shall be liable to Tenant for all damages sustained as a direct result of such default and Tenant may terminate this Lease and shall receive, in addition to any other damages, the applicable sum listed under "LANDLORD COST TO TERMINATE" in Section 17 hereof.

24. SECURITY DEPOSIT AND PERSONAL GUARANTEE.

No security deposit or personal guarantee is required under this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed, in duplicate, as of the date and year first above written.

LANDLORD:

FERRY VIEW PARTNERS, LLC

By: _____
_____

TENANT:

HYDE COUNTY

By: _____
_____

Access
Point
Boundary of
Lot 5

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 5th, 2018
Presenter: Kris Cahoon Noble
Attachment: No

ITEM TITLE: Thank you letter to House Transportation Committee

SUMMARY: On August 27, 2018, the House Transportation Committee visited Ocracoke Island. There was a presentation at that time from the Ocracoke Island Waterways Committee.

RECOMMEND:

AUTHORIZE COUNTY MANAGER TO WORK WITH THE OCRACOKE ISLAND WATERWAYS COMMITTEE TO SEND A THANK YOU LETTER TO THE HOUSE TRANSPORTATION SUBCOMMITTEE HIGHLIGHTING THE AUGUST PRESENTATION AND ASKING FOR A FOLLOWUP MEETING TO DISCUSS FUNDING FOR DREDGING PROJECTS.

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

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: November 5th, 2018
Presenter: Daniel Brinn
Attachment: Yes

ITEM TITLE: Fairfield Drainage District – Tideland EMC Infrastructure Loan

SUMMARY: Fairfield Drainage District wishes to secure a loan at 0% interest for 10 years in the amount of $375,000.00 for Hyde County Drainage District #7 (Fairfield Drainage District) through a loan program offered by Tideland EMC with Hyde County as the principal borrower.
The Fairfield Drainage Commissioners met on Monday October 29th, 2018 to discuss needed work to repair damage to the district's levee system resulting from Hurricane Mathew. The district has a project worksheet approved by FEMA that will reimburse the cost of the repairs once completed. The District is requesting help securing the funds in order to complete the work required. Upon completion of the project and reimbursement by FEMA, the District will repay the loan.

RECOMMEND:

AUTHORIZE THE COUNTY MANAGER TO WORK WITH THE COUNTY ATTORNEY TO CREATE A CONTRACTUAL RELATIONSHIP BETWEEN THE COUNTY AND THE FAIRFIELD DRAINAGE DISTRICT IN WHICH THE DISTRICT IS OBLIGATED TO REPAY HYDE COUNTY ANY FUNDS WITH WHICH THE COUNTY ASSISTS THE DISTRICT.

AUTHORIZE THE COUNTY MANAGER TO ENTER INTO THE FINANCING ALTERNATIVE, CLOSE THE LOAN, RECEIVE THE FUNDS, MAKE PAYMENT TO THE FAIRFIELD DISTRICT AND BEGIN RECEIVING LOAN PAYMENTS IN JANUARY 2019.

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

Request for Proposals

In accordance with the Uniform Guidance for Procurement of Contracts Using Federal Funds

Hyde County Drainage District #7 Commissioners

c/o Daniel Brinn

30 Oyster Creek Rd. PO Box 264

Swan Quarter, NC 27885

Sealed Requests for Proposals for the completion of the Fairfield Dike Repair Project by the Hyde County Drainage District #7 Commissioners will be received until 9:30 am on XXXX, 2018, in the Multipurpose Room at the Hyde County Government Center located at 30 Oyster Creek Rd., Swan Quarter, NC 27834. Hyde County Drainage District #7 reserves the right to reject any or all proposals for sound, documented reasons.

Project proposal packets and specifications may be obtained from and returned to the Hyde County Flood Control Coordinator at 30 Oyster Creek Rd, PO Box 264, Swan Quarter, NC 27885. (252-926-7253). Proposal packets can also be obtained at hydecountync.gov. There will be a pre-proposal conference on XXXX, 2018, in the Multipurpose room at the Hyde County Government Center at 10 am.

Hyde County Drainage District #7 is an Equal Opportunity Employer. Hyde County Drainage District #7 encourages bidding by minority contractors. Hyde County Drainage District #7 does not discriminate on the basis of handicapped status or on any other basis. This information is available in Spanish or any other language upon request. Please contact Daniel Brinn at (252) 926-7253 or at the address above for any accommodations related to this request.

WORK SPECIFICATIONS

1) LOCATION

The portions of the Hyde County Drainage District #7 Dike affected by Hurricane Mathew further described as W1, W2, W4, W5, W17, W18, W19, W21, and W22 in the attached Location Maps and Specification sheet.

2) SCOPE OF WORK

Work will consist of repairing sloughs/eroded and collapsed banks on the Hyde County Drainage District #7 Dike. These areas are generally on the top of and interior face of the dike. It is required that these areas once repaired have a slope no greater than defined by the original specifications for Hyde County Drainage District #7 levees set forth by the Corps of Engineers(attachment provided). Because slopes will be significant, it is required that the repaired area be appropriately stabilized and vegetation or other cover be established to prevent erosion or sliding of the bank in the future. Hyde County Drainage District #7 maintains a deeded right-of-way in all areas where work is to be performed and accessed, however any need to encroach outside of this ROW due to the contractors selected methods will require written permission from any affected landowner. If required, these agreements will be the responsibility of the selected contractor to obtain and must be provided to the Hyde County Drainage District #7 Board before work can proceed.

3) START AND COMPLETION DATES

Work must be started on XXXX, 2018. All work must be completed no later than XXXX, 2018. Reasonable extensions may be granted by the Hyde County Drainage District #7 Board, upon request for weather and other related delays.

4) METHOD

Earth moving equipment including long reach excavators, tractors, dozers, loaders and dump trucks can all be used on the project and transported within the Hyde County Drainage District #7's ROW. Additional fill will need to be brought in from licensed borrow pits. The integrity and cross-section of the canal inside the dike must be maintained to allow for adequate drainage beyond the work site to the districts pumping station. The contractor will be required to get any necessary state and federal permits that may be necessary to complete the work using there desired method.

5) INSPECTION

Daniel Brinn, Hyde County Flood Control Coordinator, shall serve as the Project Inspector. Contractor will be responsible for employee supervision, job site safety, and for any needed traffic control.

5) PAYMENT

Once all work is completed to the satisfaction of the Hyde County Drainage District #7 Board and inspector, Contractor shall send an invoice to the District. Payment shall be made within 30 days of receipt of an invoice certifying completion of the work to the satisfaction of the District.

7) ADDITIONAL PROVISIONS

A. Execution of Contract. Contractor shall execute a contract within 10 days of award by the Board of Hyde County Drainage District #7.

B. Assignment and Subcontracting. Contractor shall perform all of the work using its own workforce. Assignment and subcontracting is prohibited without written consent of the Hyde County Drainage District #7 Board.

C. Hold Harmless and Indemnification. Contractor shall hold harmless and indemnify Hyde County Drainage District #7, employees, and agents and from any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized due to acts of nonfeasance, malfeasance, misfeasance, or negligence committed by Contractor while in the performance of the work.

D. Insurance. Contractor shall procure and maintain, or cause to be procured and maintained, an Error and Omissions liability insurance policy covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or the negligence or otherwise wrongful acts or omissions of Contractor. The limits of liability of said insurance shall be at least one million dollars ($1,000,000.00) per occurrence and one million dollars ($1,000,000.00) per aggregate. Contractor shall also procure and maintain, or cause to be procured and maintained, Workers' Compensation coverage for its employees, as may be required by law.

E. References. Contractor shall provide a minimum of three (3) references for which this type of work has been provided. Reference information shall be submitted on the form enclosed.

F. Non-Collusion Affidavit. Each submittal shall be accompanied by a notarized affidavit of non-collusion, executed by the Contractor. The non-collusion affidavit is provided herein.

G. Debarment and Suspension. Each submittal shall be accompanied by a Certification Regarding Debarment and Suspension. The certification form is provided herein.

H. E-verify. Pursuant to North Carolina General Statute 143-133.3 and related state and federal laws, Contractor hereby certifies that the Contractor named herein, and the Contractor's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. Each submittal shall be accompanied by an E-verify Certification. The certification form is provided herein.

I. Costs and Taxes. Contractor shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Contractor shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance or as the result of the receipt of any compensation or other funds for this work or in connection with the transactions contemplated hereby, if any.

J. Contractor shall keep the Hyde County Drainage District #7 informed of its current address at all times.

K. Applicable Law, Venue, and Service of Process. Contractor will enter into an Contract with County in the State of North Carolina, County of Hyde, and all questions with respect to the construction of the Contract and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. Exclusive venue for the bringing of any action concerning this contract shall be in the state or federal courts having jurisdiction in Hyde County, North Carolina.

L. Hyde County Drainage District #7 is an equal opportunity employer. Hyde County Drainage District #7 encourages minority contractors to respond to this Request for Proposals.

M. Evaluation, Hyde County Drainage District #7 reserves the right to reject any or all proposals for sound, documented reasons and to waive any minor informality in a proposal. Award will be made to the vendor whose proposal is most advantageous to the Drainage District taking into consideration the following criteria:

1. Qualifications, Experience and Design
2. The ability, capacity, and skill of the bidder to perform the services required under the RFP
3. Whether the bidder can provide the services promptly, within the time specified, and without delay or interference
4. The quality of service and level of performance of a bidder under previous contracts
5. Cost Effectiveness and Value

The proposal submitted shall define the Service Provider's best offer for performing the services described within this RFP.

DRAFT

PROJECT SCHEDULE

Date	
xxxx, 2018	RFP Issued
xxxx, 2018	Pre-proposal Conference
xxxx, 2018	Deadline for Written Questions
xxxx, 2018	Addenda Posted
xxxx, 2018	Proposal Due Date
xxxx, 2018	Consideration by the Board of Hyde County Drainage District #7.
xxxx, 2018	Vendors are notified of award decision.
xxxx, 2018	Contract term begins.

DRAFT

PROPOSAL PRICE SHEET

TOTAL PROJECT COST (in numbers): $_____

TOTAL PROJECT COST (in words)

_____

_____

_____

OPTIONAL UNIT PRICING PROPOSAL:

$_____

Unit price quoted above (in words):

_____

_____

_____

_____ _____

CONTRACTOR'S SIGNATURE DATE

_____

PRINTED/TYPED NAME

DRAFT

(SEAL)

PROPOSER'S CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company and that the company is ready, willing and able to perform the services if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service; no officer employee or agent of the Hyde County Drainage District #7 or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so. It is distinctly understood that the Hyde County Drainage District #7 reserves the right to reject any or all proposals.

_____ Federal Tax ID: _____

Name of Firm

_____ Phone # _____

Authorized Signature

_____

Printed or Typed Name & Title Fax #:_____

_____ Email: _____

Mailing Address

_____ Date: _____

City/State/Zip Code

(Seal, if corporation)

NON-COLLUSION AFFIDAVIT
State of North Carolina
Hyde County Drainage District #7

_____ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the _____ (title) of _____ (company name), the proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such proposal is genuine and is not a collusive or sham proposal;

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to retain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Hyde County Drainage District #7 or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature SEAL

_____ Title

Date: _____

This form must be notarized:

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 20____.

Notary Public Signature_____
My Commission Expires _____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or .State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package. The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.

_____

Signature (Seal if Corporation)

_____

Title & Date

This form must be notarized:

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ day of _____, 20____.

Notary Public Signature_____
My Commission Expires _____

E-VERIFY CERTIFICATION
PURSUANT TO NORTH CAROLINA GENERAL STATUTE 143-133.3

Name of Contractor: _____

Pursuant to North Carolina General Statute 153A-449, no county may enter into a contract unless the contractor and the contractor's subcontractors comply with the E-verify requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

In accordance with North Carolina General Statute 143-133.3, the undersigned hereby certifies, and incorporates into its contract with Pitt County, that the Contractor named herein, and the Contractor's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

The undersigned hereby certifies that he or she is authorized by the Contractor named above to make the foregoing certification.

_____ _____
Signature Date

_____ _____
Printed Name Title

CUSTOMER REFERENCES

Please provide, at a minimum, three (3) references in which your company has completed similar projects within North Carolina. Please use references of comparable projects and/or government entities.

Reference 1:

Agency/Company Name:
Street Address:
City, State and Zip:
Contact Name:
Contact Phone Number:
Date Service Provided:

Reference 2:

Agency/Company Name:
Street Address:
City, State and Zip:
Contact Name:
Contact Phone Number:
Date Service Provided:

Reference 3:

Agency/Company Name:
Street Address:
City, State and Zip:

DRAFT

Contact Name:
Contact Phone Number:
Date Service Provided:

REQUEST FOR PROPOSAL CHECKLIST:

_____ PROPOSAL PRICE SHEET

_____ PROPOSER'S CERTIFICATION FORM

_____ NON COLLUSION AFFIDAVIT

_____ CERTIFICATION CONCERNING DEBARMENT AND SUSPENSION

_____ E-VERIFY CERTIFICATION

_____ CUSTOMER REFERENCES

_____ EQUIPMENT LIST

DRAFT

North Carolina Department of Public Safety
Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

July 10, 2018

Joey Ben Williams
Secretary
Hyde County Drainage District #7
P.O. Box 1
Fairfield, NC 27826

RE: FEMA-4285-DR-NC
PA ID #095-UREAA-00
Approval of Time Extension for Categories C-G
PW -01760

Dear Mr. Williams

After careful consideration, a time extension to complete work under Category D (Permanent Work) associated with PW- 1760 has been approved for Hyde County Drainage District #7. Pursuant to 44 CFR 206.204(c) (ii) the Grantee, North Carolina Division of Emergency Management, has extended the deadline for permanent work for an additional 14 months. The new deadline is June 10, 2019.

I am encouraging applicants to complete Category D work on or before the deadline of June 10, 2019. Organization of documentation for reimbursement or insurance settlement will not constitute a need for an extension. If you have any questions or need additional information, please contact your Grants Manager Sonya Norris-Rollins at (919) 825-2560. If you have completed your work in Categories C-G please notify us immediately so that we can begin preparations for a final inspection of your projects.

Sincerely,

Joe Stanton
NCEM Recovery Chief

Js/ce
CC: Julie Thomas FEMA Region IV
EM Program Specialist

MAILING ADDRESS:
4236 Mail Service Center
Raleigh NC 27699-4236
www.ncdps.gov
www.readync.org

OFFICE LOCATION:
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

An Equal Opportunity Employer

Report Generated on:	10/30/2017 17:10
Data Captured As Of:	10/30/2017 17:10
Disaster Number:	4285
Bundle:	PA-04-NC-4285-PW-01760

Capture Date: 10/30/2017 17:10

Federal Emergency Management Agency

Project Application Grant Report (P.2)

Disaster: FEMA-4285-DR-NC

Number of Records: 1

Applicant ID: 095-UREAA-00 Bundle # : PA-04-NC-4285-PW-01760(1737)

Applicant: HYDE COUNTY DRAINAGE DISTRICT #7

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount ($)
PA-04-NC-4285-PW-01760(0)	D	N	04-10-2018	376,611.00

Facility Number: 1

Facility Name: District Pumping Station

Hyde County Drainage District 7

District Pumping Station

NC 94

Location: GPS: 35.572218 -76.228614

The applicant will utilize a contractor to preform all work associated with the repairs to the Hyde County Drainage District #7.

Work Completed:

Sites: CRE1, CRE3, CRE6, CRE7, CRE10. WTBC CRE9 .9CY

Site 1 CRE:

CRE Documents 6 locations across 203 Linear Feet of damage along 16,923 Feet of earthen berm Roadway east side of Carter Canal.

Flood overtopping earthen berm eroding roadway (Breach) and downing incidental vegetative debris.

PHOTO MAP: CRE GE.JPG

Location:

CRE1 Roadway across top of Carter Canal Earthen Dam

GPS: 35.574520 -76.188420

Erosion of earthen berm roadway (top of Dam)

60 ft. (L) x 20 ft. (W) x .5 ft. (D) /2 = 22.2 CY

Location: CRE1 WC

GPS: 35.574520 -76.188420

60 ft. (L) x 20 ft. (W) x .5 ft. (D) /2 = 22.2 CY

Applicant Placed 22.2CY of Material to roadway.

Location: CRE3

GPS: 35.573990-76.188210
Downed tree across earthen berm road Estimated 2CY

Location: CRE3 WC

GPS: 35.573990-76.188210
Contracted services removed and placed to spoils.

Location: CRE6

GPS: 35.560990 -76.171160
25 ft. (L) x 3 ft. (D) x 4 ft. (D) /27 = 11.1 CY
earthen berm overtop eroding 111.1 CY of Roadway Material

Location: CRE6 (WC)

25 ft. (L) x 3 ft. (D) x 4 ft. (D) /27 = 11.1 CY
Contracted services placed 11.1 CY of local borrow material to roadway

---

Location: CRE7

GPS: 35.560140-76.158680
earthen berm overtop (Breech) eroding 22.2 CY of earthen berm roadway material
100 ft. (L) x 3 ft. (D) x 2 ft. (D) /27 = 22.2 CY

Location: CRE7 (WC)

GPS: 35.560140-76.158680
Contracted services placed 22.2 CY local Borrow material earthen berm roadway

---

Location: CRE9 WTBC

GPS: 35.560140 -76.158680
Sink hole in earthen berm roadway when earthen berm substructure failed due to saturation.
2ft. (L) x 3 ft. (W) x 4 ft. (D) /27=.9 CY

Location: CRE9

GPS: 35.560140 -76.158680
Contracted services place.9 CY local Borrow material earthen berm roadway

---

Location: CRE10 (WC)

GPS: 35.566360 -76.146730
Channelized flows eroded 10.7 CY of earthen berm Roadway Material
16 FT. (L) X 3 FT. (W) X 6 FT. /27 = 10.7 CY

Location: CRE10 (WC contracted Filled erosion with local borrow pit)

GPS: 35.566360 -76.146730
Contracted Filled erosion with 10.7 CY of local borrow pit

Site1: Totals 203 Linear Feet.

67.1 CY Material earthen soil.

Scope of Work:

Work to be completed:

Applicant will contract for work.

SR. NO.	DESCRIPTION ITEMA	Cost Code Number	NO OF QTY.	UNIT	Project Cost	RS Means
1	Removal and disposal of debris	02 41 1919 3000	33	CY	$58.50	$1,930.50
2	Low cost clay	35 41 1310 0040	8973	LF	$2,011.00	$179,723.07
3	Seeding for(erosion control)	32 92 1914 2300	12267	SF	$2.40	$29,440.80
a.	Erosion Control	31 25 1416 0120	1363	SY	$4.58	$6,242.54

Total: $217,336.91

Note: Equipment costs have not been included into RS Means calculation.

Work Completed: Contractor Services:

Payment of contracted services needs to be supplied at time of close out.

Procurement Policy is attached in EMMIE.

Invoice 4464 Sawyer's Land Developing Inc. Dated Oct 10 2016 $1,250.00
Define Loads in Tons or CY

Material 4 Loads Top Soil - $500.00

Material 6 Loads Sand - $750.00

Invoice 4465 Sawyer's Land Developing Inc. Dated Oct 20, 2016 $1,000.00

1 Load = 8.6 CY or 12 Tons x 8 Loads = 103.2 CY or 96 Tons.

Material: 8 Loads sand - $1,000.00

Invoice No number or Date, Ronald L. Cuthrell - $7,975.00.

Labor and Equipment

Prior to incident period:

Date: 10-3-16: $500.00 - Site Work, West of Carter - Ronald L. Cuthrell
Worked dike west of Carter, low places 5 hrs.

Start Incident Period -Ronald L. Cuthrell

Date: 10-4-16: $500.00 - Site Work, Repair Leaks west of Carter

Fixed leaks west of Carter

Date: 10-5-16: $1,400.00 - Site Work to repair low areas of dike -

Hauled 14 loads of sand @ 8 CY per load - North of Dike Placed material to low areas of various road areas.

Material Invoice 4464 Sawyer's Land Developing Inc.

4 Loads Top Soil - $500.00

4 loads x 8.6 CY = 34.4 CY Top Soil / 500 = $14.54 per CY.

185.76 ft. (L) X 10 ft. (W) X 0.5 ft. (D) = 34.4 CY

Material Invoice 4464 Sawyer's Land Developing Inc.

1 load = 8.6 CY or 12 tons.

Material 6 Loads Sand - $750.00
8.6 CY per load x 6 loads = 51.6 CY Sand

Date: 10-7-16: $475.00 -

Site work to place material to roadway top of culverts at Carter Dam.

This work is done in an effort to prevent earthen berm roadway breaching in future events.

---------- START RESPONSE ----------

The following work was done at the Carter Dam location:

All vegetative debris was cut and toss a long the ROW of the earthen berm

Date: 10-10-16:

Cuthrell Invoice

$1,000.00 - 14 Trees cut dike west of Newlands Head the river. 8 CY of vegetative debris -

Date: 10-11-16:

Cuthrell Invoice

$1,375.00 - Site Work on Road West of Newlands both sides of Cuthrell canal.

Date: 10-15-16:

Cuthrell Invoice:

$500.00 - 5 Sites removed by applicant
Cut and tossed uprooted vegetative debris on Dike behind Pat Simmons.
Swindell and West Boundary Canals (W)

Date: 10-20-16

Cuthrell Invoice:

Invoice 4465 Sawyer's Land Developing Inc. $1,000.00

Material: 8 Loads sand - $1,000.00

8 Loads x 8.6 CY per Load = 68.8 CY

Cost per CY = $14.53

741.5 ft. (L) X 15ft. (W) X 0.167 ft. (D) = 68.8 CY

Date: 10-21-16:

Cuthrell Invoice

$650.00 - Site work extending Carter dike.
Material delivered 20 Oct.

Drainage System became closed in late 1950's to control flooding and salt intrusion from Intercostal waterway.

Site Inspection: documented areas of exposed earthen berm lacking vegetative growth presented by applicant as sloughing and caving of earthen berm edges.

Site Inspection makes no determination of damage as existing or direct result of declared event. Areas of earthen berm seepage were noted at various areas of inspection locations.

Applicant historical maintenance documentation required.

Project Notes:

The sub-grantee is not requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR §13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other sub-grantee activities and are not included in any approved indirect cost rates.

-- DIRECT ADMINISTRATIVE COSTS:

The Subrecipient chooses not to claim costs to manage and administer this project as part of the Public Assistance program's grant award. Declining such costs does not exempt the Subrecipient from maintaining records adequately and documenting the source and application of funds as required in 2 CFR 200.413.

PROCUREMENT:

The Sub recipient was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Subrecipient must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

RECORD RETENTION:

As described in 2 CFR 200.33 Subrecipient must maintain all work-related records for a period of three (3) years from Subrecipient closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

PERMITS:

Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The Subrecipient is responsible for obtaining all required permits prior to the commencement of work.

ENVIRONMENTAL AND HISTORIC PRESERVATION:

Subrecipient must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION):

The Subrecipient shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify, North Carolina Division of Emergency Management prior to starting work.

INSURANCE REVIEW:

The Subrecipient is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253.If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Subrecipient's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Subrecipient must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

1 PW	PWs ($)	Subgrantee Admin Exp. ($)	Total ($)
Amount Eligible ($)	376,611.00	0.00	376,611.00
Federal Share ($)	282,458.25	0.00	282,458.25