

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Chairman Earl Pugh, Jr.
Attachment: No

ITEM TITLE: OPENING

SUMMARY: Call to Order
Opening Prayer
Pledge of Allegiance

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Chairman Earl Pugh, Jr.
Attachment: Yes

ITEM TITLE: CONSIDERATION OF AGENDA

SUMMARY: Attached is the proposed Agenda for the **February 7, 2022** Regular Meeting of the Hyde County Board of Commissioners.

RECOMMEND: Review, Amend and Approve.

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

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

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

AGENDA

HYDE COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING

FEBRUARY 7, 2022

CALL TO ORDER

CONSIDERATION OF AGENDA

CONSIDERATION OF MINUTES

Monday, January 3, 2022 - 6:00p.m.

- **Meeting Minutes**

PUBLIC HEARINGS

- 1) Proposed Changes to the Ocracoke Development Ordinance Elizabeth Miller
LEAD for NC Fellow and
Assistant to the Ocracoke Planning Board

PRESENTATIONS

- 1) Tax Collections..... Donnie Shumate
Tax Administrator
- Report – January 2022

EMPLOYEE/ VOLUNTEER/ FRIEND OF HYDE COUNTY Manager Noble

PUBLIC COMMENTS

Public Comments are a time for the public to make comments to the County Commissioners. Comments should be kept to three (3) minutes or less and comments should be directed to the entire Board and not to individual members, the staff or to other members of the public. Comments requesting assistance will typically be referred to the County Manager for follow-up or for Board action at a future meeting.

ITEMS OF CONSIDERATION

- 1) Ordinances – Resolutions – Proclamations
- Ordinance Amending the Ocracoke Development Ordinance Elizabeth Miller
Assistant to the Ocracoke Planning Board

- 2) Appointments
 - Ocracoke Board of Adjustment Commissioner Mathews
- 3) Jury Commission Compensation..... Kris Cahoon Noble
Manager
- 4) Waterline Relocation Agreement Clint Berry
Public Utilities Director
- 5) Utilities Rate Increase..... Clint Berry
Public Utilities Director
- 6) Engelhard Airport Farm Lease Bid Tabs and Contract Kris Cahoon Noble
Manager
- 7) IRS Mileage Rate Adjustment 2022 Kris Cahoon Noble
Manager
- 8) 2022 Budget Calendar Kris Cahoon Noble
Manager
- 9) Ocracoke EMS Station Architectural Contract.....Kris Cahoon Noble
Manager

BUDGET MATTERS

MANAGEMENT REPORTS

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

PUBLIC COMMENTS

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

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

ADJOURN

SUPPLEMENTAL INFORMATION

Department Reports

Department Heads' reports will be attached to update the public with departmental activities and ideas for continuous improvement of government services to the citizens.

Informational Items

- 1) Wild Duck Tests Positive for Highly Pathogenic Avian Influenza in Hyde County**
- 2) The Anonymous Trust Renews Support for Lead for North Carolina**
- 3) Hyde County 4H Livestock Show Save the Date**
- 4) NCCCMA Winter Seminar Agenda**
- 5) FACT SHEET: Competitive Infrastructure Funding Opportunities for Local Governments**

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Clerk to the Board
Attachment: Yes

ITEM TITLE: CONSIDERATION OF MINUTES

SUMMARY: Attached are the **January 3, 2022** regular meeting minutes.

RECOMMEND: Review, Amend and Approve.

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

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

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

REGULAR MEETING MINUTES
HYDE COUNTY BOARD OF COMMISSIONERS
Monday, January 3, 2022 - 6:00p.m.

Following opening prayer by Commissioner Simmons and pledge of allegiance, Vice-Chairman Swindell called the January 3, 2022 Regular Meeting of the Hyde County Board of Commissioners to order at 6:00p.m., in the Hyde County Government Center Multi-Use Room and Ocracoke Community Center using electronic conferencing equipment. The meeting was live streamed via Hyde County Facebook page. Video is also available on Facebook and on the County's YouTube channel for download to a personal device.

The following members were present on the mainland: Vice-Chairman Shannon Swindell; Commissioners Goldie Topping and Ben Simmons; Attorney Franz Holscher; County Manager Kris Cahoon Noble; and, Tax Administrator/IT Director/Deputy Clerk Donnie Shumate. Commissioner Randal Mathews and Grants Administrator Sarah Teaster attended on Ocracoke. Chairman Earl Pugh, Jr. attended online.

CONSIDERATION OF AGENDA:

Commissioner Mathews moved to approve the Monday, January 3, 2022 Meeting Agenda as presented by the Deputy Clerk with addition of Use Value Application presented by Donnie Shumate. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Topping, Swindell, Simmons and Mathews; Nays – None; Absent or not voting – None.

CONSIDERATION OF MINUTES:

Commissioner Simmons moved to approve the December 6, 2021 Organizational Meeting Minutes as presented. Commissioner Topping seconded the motion. The motion passed on the following vote: Ayes – Pugh, Topping, Swindell, Simmons and Mathews; Nays – None; Absent or not voting – None.

Commissioner Simmons moved to approve the December 6, 2021 Regular Meeting Minutes as presented with correction on Page 1, Line 1 – ~~Chairman~~ Commissioner Simmons; and, on line 15 – ~~Organizational~~ Regular Meeting Agenda. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Topping, Swindell, Simmons and Mathews; Nays – None; Absent or not voting – None.

PRESENTATIONS:

ABC Board Report – Meredith Nichols, ABC Board Director presented a report on the Mainland and Ocracoke ABC stores and presented a check to the County in the amount of \$28,850.00.

Tax Collections Report – Donnie Shumate, Tax Administrator presented the December 2021 TR-407 Daily Distribution Report. Mr. Shumate reported that we are doing well in collections. Listing forms for 2022 will go out next week.

Commissioner Mathews moved to accept the December 2021 Tax Collections Report. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Topping, Swindell, Simmons and Mathews; Nays – None; Absent or not voting – None.

Friend of Hyde County – County Manager Kris Noble received certificates of appreciation to herself and the County Commissioners from Judge Regina Parker for joining surrounding counties in a resolution to retain 4 judges in the 2nd Judicial District.

PUBLIC COMMENTS:

Hearing no comment from the public, Vice-Chairman Swindell continued the meeting.

ITEMS OF CONSIDERATION:

Appointments – Ocracoke Sanitary District – Commissioner Mathews moved to appoint John E. Simpson to

complete the term of Ronnie O'Neal on the Ocracoke Sanitary District Board. Commissioner Topping seconded the motion. The motion passed on the following vote: Ayes – Pugh, Topping, Swindell, Simmons and Mathews; Nays – None; Absent or not voting – None.

Ocracoke EMS Station Architect Selection – County Manager Kris Noble reported, on December 28th, architectural services proposals submitted for the new Ocracoke EMS Station were reviewed for selection. The EMS facility construction will be funded through a grant from the Golden Leaf Foundation. The first RFP was issued in May of 2020. Because of COVID-19 and associated work delays, the project did not receive the required number of submissions. The RFP was adjusted and reissued in October of 2021. After only receiving two proposals, the submission was given an extension and reissued. No additional submissions were received and the selection team moved forward with the two submissions received. The ranking committee selected the proposal from OCA, Oakley Collier Architects.

Commissioner Mathews moved to award the Architectural contract to Oakley Collier Architects. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Topping, Swindell, Simmons and Mathews; Nays – None; Absent or not voting – None.

General Records Schedule: Local Government Agencies – County Manager Kris Noble presented the records retention and disposition schedules and retention periods governing local government agencies in accordance with the provisions of Chapter 121 and 132 of the General Statutes of North Carolina. Commissioner Simmons moved to adopt the 2021 General Records Schedule as presented. Commissioner Topping seconded the motion. The motion passed on the following vote: Ayes – Pugh, Topping, Swindell, Simmons and Mathews; Nays – None; Absent or not voting – None.

Property Tax Refund Requests – Tax Administrator Donnie Shumate presented requests for refund from Charles Sears (\$205 .97), East Carolina Oil Seed & Processors, LLC (\$1031.56), and Clark Properties (\$685.69).

Commissioner Simmons moved to approve the requests for refund as presented. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Topping, Swindell, Simmons and Mathews; Nays – None; Absent or not voting – None.

Forestry Present-Use Value Assessment – Tax Administrator Donnie Shumate presented Application for Agriculture, Horticulture and Forestry Present-Use Value Assessment for Sorghum Ventures, LLC.

Commissioner Simmons moved to approve Sorghum Ventures Application for Forestry Present-Use Value Assessment as presented. Commissioner Mathews seconded the motion. The motion passed on the following vote: Ayes – Pugh, Topping, Swindell, Simmons and Mathews; Nays – None; Absent or not voting – None.

BUDGET MATTERS:

Department of Social Services

Social Services Administration	10.3470.0001 – Federal Funds	\$ 5,000.00
DSS/ADAP	10.6131.1300 – Utilities	\$ 6,700.00
DSS/ASAP	10.6131.7400 – Gas, Oil, Tires	\$ 6,800.00

Commissioner Mathews made a blanket motion to approve the DSS budget transfers as presented. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Topping, Swindell, Simmons and Mathews; Nays – None; Absent or not voting – None.

MANAGEMENT REPORTS:

Commissioners and the county manager shared with the public their various activities and ideas for continuous improvement of government services in Hyde County.

Randal Mathews – met with the OBX Community Foundation staff, Ruth Call and Jeff Holt. Scott Hamilton and Casey Ginsburg from Golden LEAF visited Ocracoke.

Earl Pugh, Jr. – wished everyone a happy new year.

Goldie Topping – requested closed session to discuss personnel matters.

Benjamin Simmons – stated problems we face are immorality and lack of personal responsibility.

Shannon Swindell – Wished everyone a happy new year and thanked those involved for the New Year's eve fireworks presentation.

Kris Cahoon Noble – wished everyone a happy new year.

PUBLIC COMMENT:

Hearing no comment from the public, Vice-chair Commissioner Swindell continued the meeting.

CLOSED SESSION:

Commissioner Goldie Topping moved to enter into Closed Session in accordance with NCGS 143-318.11 (a)(6) personnel matters. Commissioner Simmons seconded the motion. After discussion the motion was withdrawn. Manager Noble will work to resolve any issues identified outside of Closed Session.

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

The meeting adjourned at 6:55p.m.

Respectfully submitted:

Minutes approved on the 7th day of February 2022.

Attest: _____
Lois Stotesberry, CMC, NCCCC
Clerk, Hyde County Board of Commissioners

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

Attachments (none)

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Elizabeth Miller
Attachment: Yes - Public Hearing Notice

ITEM TITLE: Public Hearing on proposed Changes to the Ocracoke Development Ordinance

SUMMARY: The purpose of this hearing is to receive public comment on proposed changes to Section 36-145, Definitions and rules of construction; Section 36-174, Issuance of certificate of occupancy; and Section 36-180, Accessory structures; of the Ocracoke Development Ordinance.

RECOMMEND: HOLD PUBLIC HEARING.

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

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

VOTE: ___ PUGH
___ SIMMONS
___ MATHEWS
___ SWINDELL
___ TOPPING

Board of Commissioners

Earl Pugh, Jr., Chair
Shannon Swindell, Vice-Chair
Benjamin Simmons, III
Goldie Topping
Randal Mathews

COUNTY OF HYDE

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

Kris Cahoon Noble
County Manager

Franz Holscher
County Attorney

Lois Stotesberry, CMC, NCCCC
Clerk to the Board



January 27, 2022

Notice of Public Hearing

Notice is hereby given that the Hyde County Board of Commissioners will conduct a public hearing on the Ocracoke Development Ordinance at its regularly scheduled meeting on Monday, February 7, 2022. The hearing will begin at 6:00pm or as soon thereafter as possible in the Hyde County Government Center, Multi-Use Room and the Ocracoke Community Center. The hearing will also be streamed live on the Hyde County Public Information Facebook page for those who cannot attend in person.

The purpose of this hearing is to receive public comment on proposed changes to Section 36-145, Definitions and rules of construction; Section 36-174, Issuance of certificate of occupancy; and Section 36-180, Accessory structures; of the Ocracoke Development Ordinance. The following changes (marked in red) have been proposed:

Sec. 36-145. - Definitions and rules of construction.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Where a word or term is not defined, the state building code meaning or the customary dictionary meaning shall apply.

Travel trailer means a wheeled vehicle constructed and licensed to be permitted for public streets or highways duly designed for short term occupancy, travel, and recreational and/or vacation use. A travel trailer that is temporarily or permanently connected to utilities by definition is a dwelling unit. Utilities include, but are not limited to, electricity, water, septic system, cable, and/or telephone. A travel trailer connected to any such utilities must be in accordance with section 36-174 and/or section 36-182.

Sec. 36-174. - Issuance of certificate of occupancy.

(1) Table of development standards. The following development standards are adopted for the classes indicated: Hyde County, North Carolina

Table of Development Standards

Building Classifications	Single-Family and Two-Family Residences and Dwelling Units, Including Those with Less Than 400 Square Feet of Floor Area in Commercial Use	Buildings Used for any Purpose Other Than Single-family or Two-family Residences less than 1,500 square feet of Floor Area; Greater than 1,500 square feet, but less than 3,000 square feet; Greater than 3,000 square feet.		
		Area	Square Feet of Floor Area	Floor Area
Minimum lot size shall be sufficient to meet the county health department requirements and to provide for the adequate placement of structures and necessary parking spaces, but not less than:	5,000 sq. ft., except for undeveloped lots of less than 5,000 sq. ft. in existence on April 21, 1986. More than one dwelling may be built on lots of 10,000 sq. ft. or larger as long as they meet all requirements of this article, including 5,000 sq. ft. minimum per dwelling and have a minimum of 16 feet between main structures	7,500 sq. ft.	10,000 sq. ft.	25,000 sq. ft.
Minimum setback of structure from property lines and public rights-of-way and all bodies of water*	Front: 8 feet Side: 8 feet Rear: 8 feet	Front: 30 feet Side: 10 feet Rear: 10 feet	Front: 30 feet Side: 15 feet Rear: 15 feet	Front: 30 feet Side: 20 feet Rear: 20 feet
Minimum distance between structures on a lot		8 feet front, side and rear for all sizes listed on this chart		
Maximum building/structure height		42 feet above mean sea level (NAVD 1988) Exempted from the maximum height measurements and requirements are: Chimneys, antennas, weather instruments, and church steeples.		
Maximum lot coverage by all structures and any surface impervious to water		42 feet above mean sea level (NAVD 1988) Exempted from the maximum height measurements and requirements are: Chimneys, antennas, weather instruments, and church steeples.		

Sec. 36-180. - Accessory structures.

- (a) An accessory building, structure or use is subordinate to the principal structure on the lot and shall be of a character related to the principal structure on the lot.
- (b) A detached accessory structure, except for well houses less than 25 square feet and play equipment shall be located to meet with property setbacks. An accessory structure may not exceed one story with a maximum height of 25 feet. Accessory structures shall meet side and rear setbacks for single-family and duplex uses. For non-single-family and duplex uses, side and rear setbacks for accessory buildings shall be a minimum of ten feet.
- ~~(c) A travel trailer is an accessory use if it is connected to the water or septic system on a property or remains on the property for more than four weeks.~~

Presubmitted comments are welcome until the next regularly scheduled Board of Commissioners meeting on February 7, 2022. Comments may be mailed to Public Comment ODO Hearing at P.O. Box 188, Swan Quarter, NC 27885, emailed to public-comment@hydecountync.gov or by leaving a voicemail at (252) 926-5288. Public comment will also be taken in person at the hearing.

Donnie Shumate
Deputy Clerk to the Board of Commissioners

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Donnie Shumate
Attachment: Yes

ITEM TITLE: Tax Collections Report

SUMMARY: The tax administrator will present the tax collections report for January 2022.

RECOMMEND: ACCEPT REPORT

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

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

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

Report Parameters:

Date Sent To Finance Begin:

1/1/2022

Date Sent To Finance End :

1/31/2022

Tax District	Levy Type	RMV vs Non-RMV	Levy Less Penalties (\$)	Penalties (\$)	Interest (\$)	Other (\$)	Total (\$)
2022							
NA	ADVANCE	Both RMV and Non-RMV	0.00	0.00	0.00	1,169.20	1,169.20
			0.00	0.00	0.00	1,169.20	1,169.20
2021							
		Both RMV and Non-RMV	0.00	0.00	0.00	0.00	0.00
HYDE COUNTY	TAX	Non-RMV	1,463,880.27	0.00	3,692.54	0.00	1,467,572.81
MOSQUITO	TAX	Non-RMV	12,700.78	0.00	26.24	0.00	12,727.02
NA	REFUND	Both RMV and Non-RMV	0.00	0.00	0.00	7,580.05	7,580.05
NA	REFUND ADJUSTMENT	Both RMV and Non-RMV	0.00	0.00	0.00	1.83	1.83
			1,476,581.05	0.00	3,718.78	7,581.88	1,487,881.71
PRIOR							
FAIRFIELD DRAIN DIST	CLASS A FEE	Non-RMV	1,428.80	0.00	114.30	0.00	1,543.10
FAIRFIELD DRAIN DIST	CLASS C FEE	Non-RMV	112.50	0.00	9.00	0.00	121.50
HYDE COUNTY	TAX	Non-RMV	30,665.80	0.00	5,099.32	0.00	35,765.12
HYDE COUNTY	WATERSHED FEE	Non-RMV	519.02	0.00	71.45	0.00	590.47
HYDE COUNTY	WEST QUARTER FEE	Non-RMV	686.00	0.00	102.41	0.00	788.41
MOSQUITO	TAX	Non-RMV	41.58	0.00	5.83	0.00	47.41
NA	REFUND ADJUSTMENT	Both RMV and Non-RMV	0.00	0.00	0.00	0.01	0.01
			33,453.70	0.00	5,402.31	0.01	38,856.02
Total			1,510,034.75	0.00	9,121.09	8,751.09	1,527,906.93

Report Parameters:

Date Sent To Finance Begin:

1/1/2021

Date Sent To Finance End :

1/31/2021

Tax District	Levy Type	RMV vs Non-RMV	Levy Less Penalties (\$)	Penalties (\$)	Interest (\$)	Other (\$)	Total (\$)
2020							
FAIRFIELD DRAIN DIST	CLASS A FEE	Non-RMV	48,234.64	0.00	0.00	0.00	48,234.64
FAIRFIELD DRAIN DIST	CLASS B FEE	Non-RMV	14,505.00	0.00	0.00	0.00	14,505.00
FAIRFIELD DRAIN DIST	CLASS C FEE	Non-RMV	6,642.89	0.00	0.00	0.00	6,642.89
FAIRFIELD DRAIN DIST	CLASS E FEE	Non-RMV	5,299.67	0.00	0.00	0.00	5,299.67
HYDE COUNTY	TAX	Non-RMV	1,279,771.32	0.00	3,438.36	0.00	1,283,209.68
HYDE COUNTY	WATERSHED FEE	Non-RMV	6,882.19	0.00	12.09	0.00	6,894.28
HYDE COUNTY	WEST QUARTER FEE	Non-RMV	12,144.16	0.00	82.62	0.00	12,226.78
MOSQUITO	TAX	Non-RMV	14,022.17	0.00	23.40	0.00	14,045.57
NA	REFUND	Both RMV and Non-RMV	0.00	0.00	0.00	6,959.19	6,959.19
NA	REFUND ADJUSTMENT	Both RMV and Non-RMV	0.00	0.00	0.00	2.17	2.17
			1,387,502.04	0.00	3,556.47	6,961.36	1,398,019.87
PRIOR							
FAIRFIELD DRAIN DIST	CLASS A FEE	Non-RMV	2,234.47	0.00	175.61	0.00	2,410.08
FAIRFIELD DRAIN DIST	CLASS B FEE	Non-RMV	361.12	0.00	26.69	0.00	387.81
FAIRFIELD DRAIN DIST	CLASS C FEE	Non-RMV	187.20	0.00	21.63	0.00	208.83
FAIRFIELD DRAIN DIST	CLASS E FEE	Non-RMV	123.98	0.00	9.69	0.00	133.67
HYDE COUNTY	Advertisement Fee	Non-RMV	8.00	0.00	0.00	0.00	8.00
HYDE COUNTY	TAX	Non-RMV	20,067.34	0.00	3,748.74	0.00	23,816.08
MOSQUITO	TAX	Non-RMV	195.82	0.00	13.32	0.00	209.14
NA	REFUND ADJUSTMENT	Both RMV and Non-RMV	0.00	0.00	0.00	0.25	0.25
			23,177.93	0.00	3,995.68	0.25	27,173.86
Total			1,410,679.97	0.00	7,552.15	6,961.61	1,425,193.73

Date run: 2/4/2022 12:28:53 PM

TR-407 Daily Distribution Report

NCPTS V4

Report Parameters:

Date Sent To Finance Begin:

7/1/2021

Date Sent To Finance End :

1/31/2022

Tax District	Levy Type	RMV vs Non-RMV	Levy Less Penalties (\$)	Penalties (\$)	Interest (\$)	Other (\$)	Total (\$)
2022							
NA	ADVANCE	Both RMV and Non-RMV	0.00	0.00	0.00	1,169.20	1,169.20
			0.00	0.00	0.00	1,169.20	1,169.20
2021							
		Both RMV and Non-RMV	0.00	0.00	0.00	0.00	0.00
HYDE COUNTY	TAX	Non-RMV	6,357,554.95	0.00	3,692.54	0.00	6,361,247.49
MOSQUITO	TAX	Non-RMV	66,576.22	0.00	26.24	0.00	66,602.46
NA	ADVANCE	Both RMV and Non-RMV	0.00	0.00	0.00	-8,446.26	-8,446.26
NA	REFUND	Both RMV and Non-RMV	0.00	0.00	0.00	14,995.75	14,995.75
NA	REFUND ADJUSTMENT	Both RMV and Non-RMV	0.00	0.00	0.00	4.54	4.54
			6,424,131.17	0.00	3,718.78	6,554.03	6,434,403.98
PRIOR							
		Both RMV and Non-RMV	0.00	0.00	0.00	0.00	0.00
FAIRFIELD DRAIN DIST	CLASS A FEE	Non-RMV	2,728.21	0.00	190.11	0.00	2,918.32
FAIRFIELD DRAIN DIST	CLASS B FEE	Non-RMV	59.84	0.00	3.47	0.00	63.31
FAIRFIELD DRAIN DIST	CLASS C FEE	Non-RMV	141.64	0.00	13.75	0.00	155.39
FAIRFIELD DRAIN DIST	CLASS E FEE	Non-RMV	382.56	0.00	0.00	0.00	382.56
HYDE COUNTY	Advertisement Fee	Non-RMV	11.50	0.00	0.00	0.00	11.50
HYDE COUNTY	SOLID WASTE FEE	Non-RMV	150.00	0.00	163.24	0.00	313.24
HYDE COUNTY	TAX	Non-RMV	141,056.64	0.00	20,052.61	0.00	161,109.25
HYDE COUNTY	WATERSHED FEE	Non-RMV	841.57	0.00	109.89	0.00	951.46
HYDE COUNTY	WEST QUARTER FEE	Non-RMV	1,040.13	0.00	159.09	0.00	1,199.22
MOSQUITO	TAX	Non-RMV	1,027.05	0.00	83.45	0.00	1,110.50
NA	REFUND	Both RMV and Non-RMV	0.00	0.00	0.00	68.36	68.36
NA	REFUND ADJUSTMENT	Both RMV and Non-RMV	0.00	0.00	0.00	0.74	0.74
			147,439.14	0.00	20,775.61	69.10	168,283.85
Total			6,571,570.31	0.00	24,494.39	7,792.33	6,603,857.03

Date run: 2/4/2022 12:27:38 PM

TR-407 Daily Distribution Report

NCPTS V4

Report Parameters:

Date Sent To Finance Begin:

7/1/2020

Date Sent To Finance End :

1/31/2021

Tax District	Levy Type	RMV vs Non-RMV	Levy Less Penalties (\$)	Penalties (\$)	Interest (\$)	Other (\$)	Total (\$)
2020							
		Both RMV and Non-RMV	0.00	0.00	0.00	0.00	0.00
FAIRFIELD DRAIN DIST	CLASS A FEE	Non-RMV	48,234.64	0.00	0.00	0.00	48,234.64
FAIRFIELD DRAIN DIST	CLASS B FEE	Non-RMV	14,505.00	0.00	0.00	0.00	14,505.00
FAIRFIELD DRAIN DIST	CLASS C FEE	Non-RMV	6,642.89	0.00	0.00	0.00	6,642.89
FAIRFIELD DRAIN DIST	CLASS E FEE	Non-RMV	5,299.67	0.00	0.00	0.00	5,299.67
HYDE COUNTY	TAX	Non-RMV	6,085,750.35	0.00	3,438.36	0.00	6,089,188.71
HYDE COUNTY	WATERSHED FEE	Non-RMV	20,587.49	0.00	12.09	0.00	20,599.58
HYDE COUNTY	WEST QUARTER	Non-RMV	24,812.35	0.00	82.62	0.00	24,894.97
MOSQUITO	TAX	Non-RMV	67,934.05	0.00	23.40	0.00	67,957.45
NA	ADVANCE	Both RMV and Non-RMV	0.00	0.00	0.00	-17,746.03	-17,746.03
NA	REFUND	Both RMV and Non-RMV	0.00	0.00	0.00	17,814.50	17,814.50
NA	REFUND ADJUSTMENT	Both RMV and Non-RMV	0.00	0.00	0.00	6.40	6.40
			6,273,766.44	0.00	3,556.47	74.87	6,277,397.78
PRIOR							
		Both RMV and Non-RMV	0.00	0.00	0.00	0.00	0.00
FAIRFIELD DRAIN DIST	CLASS A FEE	Non-RMV	13,637.85	0.00	1,154.36	0.00	14,792.21
FAIRFIELD DRAIN DIST	CLASS B FEE	Non-RMV	2,767.40	0.00	205.50	0.00	2,972.90
FAIRFIELD DRAIN DIST	CLASS C FEE	Non-RMV	683.25	0.00	49.64	0.00	732.89
FAIRFIELD DRAIN DIST	CLASS E FEE	Non-RMV	1,321.37	0.00	129.89	0.00	1,451.26
HYDE COUNTY	Advertisement Fee	Non-RMV	142.50	0.00	0.00	0.00	142.50
HYDE COUNTY	SOLID WASTE FEE	Non-RMV	906.71	0.00	1,031.00	0.00	1,937.71
HYDE COUNTY	TAX	Non-RMV	190,718.84	0.00	43,340.87	0.00	234,059.71
HYDE COUNTY	WATERSHED FEE	Non-RMV	899.95	0.00	284.88	0.00	1,184.83
HYDE COUNTY	WEST QUARTER	Non-RMV	449.05	0.00	41.36	0.00	490.41
MOSQUITO	TAX	Non-RMV	1,126.04	0.00	91.84	0.00	1,217.88
NA	REFUND	Both RMV and Non-RMV	0.00	0.00	0.00	3,267.44	3,267.44
NA	REFUND ADJUSTMENT	Both RMV and Non-RMV	0.00	0.00	0.00	3.17	3.17
			212,652.96	0.00	46,329.34	3,270.61	262,252.91
Total			6,486,419.40	0.00	49,885.81	3,345.48	6,539,650.69

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

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

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

Time for one person cannot be used by another person.

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

RECOMMEND: Receive comments.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Elizabeth Miller, Ocracoke Planning Assistant
Attachment: Yes - Proposed Ordinance

ITEM TITLE: Ordinance Amending the Ocracoke Development Ordinance

SUMMARY: The Ocracoke Development Ordinance shall be change in the following areas:

- Section 36-145, Definitions and rules of construction;
- Section 36-174, Issuance of certificate of occupancy; and
- Section 36-180, Accessory structures; of the Ocracoke Development Ordinance.

The full Ordinance is attached.

RECOMMEND: APPROVE CHANGE TO THE OCRACOCKE DEVELOPMENT ORDINANCE

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

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

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

AN ORDINANCE TO AMEND CHAPTER 36: SUBDIVISIONS, SECTION 36-145, DEFINITIONS AND RULES OF CONSTRUCTION; SECTION 36-174 (1), TABLE OF DEVELOPMENT STANDARDS; AND SECTION 36-180, ACCESSORY STRUCTURES OF THE CODE OF ORDINANCES OF THE COUNTY OF HYDE, NORTH CAROLINA

BE IT ORDAINED by the Board of Commissioners of the County of Hyde, North Carolina:

Section 1. That Chapter 36: Subdivisions, Section 36-145, Definitions and rules of construction, of the Code of Ordinances of the County of Hyde, North Carolina is hereby amended by adding the definition of travel trailer:

Travel trailer means a wheeled vehicle constructed and licensed to be permitted for public streets or highways duly designed for short term occupancy, travel, and recreational and/or vacation use. A travel trailer that is temporarily or permanently connected to utilities by definition is a dwelling unit. Utilities include, but are not limited to, electricity, water, septic system, cable, and/or telephone. A travel trailer connected to any such utilities must be in accordance with section 36-174 and/or section 36-182.

Section 2. That the Hyde County, North Carolina Table of Development Standards contained in Chapter 36: Subdivisions, Section 36-174 (1) Table of development standards, of the Code of Ordinances of the County of Hyde, North Carolina is hereby amended by adding “and Dwelling Units” to the first row of the second column, highlighted below in red:

Building Classifications	Single-Family and Two-Family Residences and Dwelling Units, Including Those with Less Than 400 Square Feet of Floor Area in Commercial Use	Buildings Used for any Purpose Other Than Single-family or Two-family Residences less than 1,500 square feet of Floor Area; Greater than 1,500 square feet, but less than 3,000 square feet; Greater than 3,000 square feet.		
		Area	Square Feet of Floor Area	Floor Area

Minimum lot size shall be sufficient to meet the county health department requirements and to provide for the adequate placement of structures and necessary parking spaces, but not less than:	5,000 sq. ft., except for undeveloped lots of less than 5,000 sq. ft. in existence on April 21, 1986. More than one dwelling may be built on lots of 10,000 sq. ft. or larger as long as they meet all requirements of this article, including 5,000 sq. ft. minimum per dwelling and have a minimum of 16 feet between main structures	7,500 sq. ft.	10,000 sq. ft.	25,000 sq. ft.
Minimum setback of structure from property lines and public rights-of-way and all bodies of water*	Front: 8 feet Side: 8 feet Rear: 8 feet	Front: 30 feet Side: 10 feet Rear: 10 feet	Front: 30 feet Side: 15 feet Rear: 15 feet	Front: 30 feet Side: 20 feet Rear: 20 feet
Minimum distance between structures on a lot	8 feet front, side and rear for all sizes listed on this chart			
Maximum building/structure height	42 feet above mean sea level (NAVD 1988) Exempted from the maximum height measurements and requirements are: Chimneys, antennas, weather instruments, and church steeples.			
Maximum lot coverage by all structures and any surface impervious to water	42 feet above mean sea level (NAVD 1988) Exempted from the maximum height measurements and requirements are: Chimneys, antennas, weather instruments, and church steeples.			

Section 3. That Section 36-180, Accessory structures, be amended by deleting subsection (c) as follows:

~~A travel trailer is an accessory use if it is connected to the water or septic system on a property or remains on the property for more than four weeks.~~

Section 4. This Ordinance shall become effective upon its adoption.

Section 5. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

ADOPTED this the 7th day of February, 2022.

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

ATTEST:

Lois Stotesberry
Clerk to the Board

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Commissioner Mathews
Attachment: No

ITEM TITLE: Appointment to the Ocracoke Board of Adjustment

SUMMARY: Jake Johnson's term has expired on the Ocracoke Board of Adjustment. Commissioner Mathews will recommend a reappointment of 3 years. Mr. Johnson was first appointed in 2016, reappointed in 2019 and the current term expired on January 4, 2022.

RECOMMEND: APPROVE APPOINTMENT.

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

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

VOTE: ___ PUGH
___ SIMMONS
___ MATHEWS
___ SWINDELL
___ TOPPING

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Kris Cahoon Noble
Attachment: No

ITEM TITLE: Jury Commission Compensation

SUMMARY: In each county, there is a jury commission that is made up of a panel of three citizens who serve as jury commissioners, which are appointed positions.

The jury commissioners have three duties:

1. Approve the automated procedures used by the computer in the preparation of the master jury list and those procedures used by the county to randomly select jurors.
2. Determine the number of jurors that will comprise the master jury list that will be used by the county to summon jurors for either a one or two year period (depending on the county's practice).
3. Compile the master jury list by removing disqualified persons from the list.

Board of County Commissioners Duties consist of the following:

1. Appoints one member of jury commission. G.S. 9-1
2. Fixes compensation of jury commission and pays the commissioners from the county's general fund. G.S. 9-1
3. Provides funds for all expenses necessary to administer the county's jury system, including all data processing, document processing, supplies, postage, and similar expenses. G.S. 9-1

The Hyde County Clerk of Superior Court has requested the Board of Commissioners to set the compensation for the Jury Commissioners and authorize their payment from the county's general fund.

RECOMMEND: APPROVE JURY COMMISSION MEMBERS PAYMENT OF \$100 AND AUTHORIZE STAFF TO MAKE PAYMENT.

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

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

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

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Clint Berry, Public Utilities Director
Attachment: No

ITEM TITLE: Waterline Relocation

SUMMARY: Recently, NC DOT requested Hyde County Utilities to relocate a waterline in conjunction with roadwork on Turnpike Road where a cross tile is being replaced. NC DOT has agreed to pay for the entire cost of the relocation and will be sending a Utility Relocation Agreement in the near future. Due to the emergency nature of the crosstile replacement project and the waterline relocation, we ask to authorize the County Manager to execute the Utility Relocation Agreement after receipt.

There is a corresponding Budget Revision at the end of the meeting to account for the cost of repair until receipt of the URL.

RECOMMEND: AUTHORIZE COUNTY MANAGER TO ENTER INTO UTILITY RELOCATION AGREEMENT
UPON RECEIPT.

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

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

VOTE: ___ PUGH
___ SIMMONS
___ MATHEWS
___ SWINDELL
___ TOPPING

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Clint Berry, Public Utilities Director
Attachment: Yes

ITEM TITLE: Utility Rate Increase

SUMMARY: Hyde County Utilities has reevaluated water rates in an effort to cover unbudgeted expenses over the years and to maintain the sustainability of the County's water system.

Attachment #1 shows the continued decrease in the utility's fund balance and why.

Attachment #2 shows the cost increase of everyday items used. A copy of the current Rules and Regulations, the changes are in red to the side of the current rate and copies of our surrounding county's current water rates.

RECOMMEND: REVIEW PROPOSAL AND ADOPT NEW WATER STRUCTURE AS PRESENTED IN ATTACHMENT

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

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

VOTE: ___ PUGH
___ SIMMONS
___ MATHEWS
___ SWINDELL
___ TOPPING

#1					
Fiscal Year	Additional Expenses over \$5,000		Total Additional Expense		Fund Balance
2016/2017	Good Year				\$1,490,839.00
2017/2018	Installed 13,206 (2.5miles)of 4" Water line	\$240,046.75	\$350,000.00		\$1,106,231.00
	Replace Pump in Pozer Well #2	\$15,235.18			
	?????	\$?????			
2018/2019	Intracoastal Waterway	\$162,715.00	\$176,742.51		\$934,009.00
	MicroComm Computer Engelhard WTP	\$14,027.51			
2019/2020	Scranton Creek	\$121,355.00	\$121,355.00		\$805,671.00
2020/2021	Water Leak HWY 264	\$49,660.00	\$75,106.14		Don't Have Yet
	MicroComm Computer Ponzer WTP	\$25,446.14			
2021/2022	Possible Generator Ponzer WTP	\$75,000.00	\$83,000.00		Current Year
	2 AC Units for Ponzer WTP	\$4,000.00			
	2 AC Units for Engelhard WTP	\$4,000.00			

#2

Item		% Increase
Chlorine Gas		25%
Anti-Scalant		20%
Gas		55%
PVC Pipe		50%
Brass Fittings		40%
Repair Fittings		40%
Water Meter		15%

BEAUFORT COUNTY WATER DEPT

RATE SCHEDULE

Effective: July 1, 2021

DISTRICT I - WASHINGTON TOWNSHIP

- A. Rural Residential
- | | |
|----------------|----------------------|
| First 2,000 | \$38.21 Minimum |
| All over 2,000 | \$6.95/1,000 Gallons |
- B. Rural Commercial
- | | |
|----------------|----------------------|
| First 2,000 | \$45.68 Minimum |
| All over 2,000 | \$6.95/1,000 Gallons |

DISTRICT IV - BATH TOWNSHIP

- A. Rural Residential
- | | |
|----------------|----------------------|
| First 2,000 | \$38.47 Minimum |
| All over 2,000 | \$6.99/1,000 Gallons |
- B. Rural Commercial
- | | |
|----------------|----------------------|
| First 2,000 | \$46.04 Minimum |
| All over 2,000 | \$7.07/1,000 Gallons |

DISTRICT II - LONG ACRE EAST

- A. Rural Residential
- | | |
|----------------|----------------------|
| First 2,000 | \$36.46 Minimum |
| All over 2,000 | \$6.95/1,000 Gallons |
- B. Rural Commercial
- | | |
|----------------|-----------------------|
| First 2,000 | \$42.85 Minimum |
| All over 2,000 | \$7.16 /1,000 Gallons |

DISTRICT V - PANTEGO TOWNSHIP

- A. Rural Residential
- | | |
|----------------|----------------------|
| First 2,000 | \$38.93 Minimum |
| All over 2,000 | \$7.05/1,000 Gallons |
- B. Rural Commercial
- | | |
|----------------|----------------------|
| First 2,000 | \$46.45 Minimum |
| All over 2,000 | \$7.13/1,000 Gallons |

- C. Washington Park Residential
- All Washington Park Customers receive a \$4.75 credit on minimum bill.

DISTRICT VI - CHOCOWINITY TOWNSHIP

- A. Rural Residential
- | | |
|----------------|----------------------|
| First 2,000 | \$37.28 Minimum |
| All over 2,000 | \$6.90/1,000 Gallons |
- B. Rural Commercial
- | | |
|----------------|----------------------|
| First 2,000 | \$44.34 Minimum |
| All over 2,000 | \$6.84/1,000 Gallons |

DISTRICT III - LONG ACRE EAST

- A. Rural Residential
- | | |
|----------------|----------------------|
| First 2,000 | \$37.28 Minimum |
| All Over 2,000 | \$6.80/1,000 Gallons |
- B. Rural Commercial
- | | |
|----------------|-----------------------|
| First 2,000 | \$44.34 Minimum |
| All over 2,000 | \$6.95 /1,000 Gallons |

DISTRICT VII - RICHLAND TOWNSHIP

- A. Rural Residential
- | | |
|----------------|----------------------|
| First 2,000 | \$38.05 Minimum |
| All Over 2,000 | \$6.95/1,000 Gallons |
- B. Rural Commercial
- | | |
|----------------|----------------------|
| First 2,000 | \$45.47 Minimum |
| All over 2,000 | \$6.95/1,000 Gallons |

Tyrrell County Water System

Water Rate Chart

Proposed effective for 1/16/2021

Meter Size	Monthly Base Charge
3/4	\$25.50
1	\$30.00
1 1/2	\$36.00
2	\$42.00
3	\$174.00
4	\$300.00

Consumption Charge	Rate per 1000 gallons
Tier	
0,001-5,000	\$9.00
5,001-25,000	\$12.00
25,001-50,000	\$14.00
50,001-100,000	\$16.00
100,001-500,000	\$18.00
500,001>	\$20.00

Dare County

BILLING RATES

Effective July 1, 2021

INCLUDES 3,000 GALLONS

BILLING CHARGES

SIZE OF METER	BASE CHARGE
3/4"	\$41.75
1"	\$46.41
1 1/4"	\$51.18
1 1/2"	\$60.31
2"	\$80.04
3"	\$125.28
4"	\$189.08
6"	\$349.15

Larger services to be determined on an individual basis depending on nature of demand and usage.

Cycle 1 Billing Period	Date Mailed	Billing Rate
September –November	December 21, 2021	\$9.01
December-February	March 15, 2022	\$6.93
March-May	June 21, 2022	\$6.93
June-August	September 20, 2022	\$9.01

Cycle 2 Billing Period	Date Mailed	Billing Rate
July-September	October 19, 2021	\$9.01

October-December	January 18, 2022	\$6.93
January-March	April 19, 2022	\$6.93
April-June	July 19, 2022	\$9.01

Cycle 3 Billing Period	Date Mailed	Billing Rate
August-October	November 16, 2021	\$9.01
November-January	February 15, 2022	\$6.93
February-April	May 17, 2022	\$6.93
May-July	August 16, 2022	\$9.01

The first 3,000 gallons is included in the base charge. Additional use over the 3,000 gallons will be billed based on the rate for the cycle billing period.

The sewer rates for Stumpy Point are fixed at \$135.00 per quarter for the first 30,000 gallons of water used and an additional \$1.00 per thousand for water usage over 30,000 gallons.

Dare County Water – Kill Devil Hills Office	252-475-5990
600 Mustian St., Kill Devil Hills, NC 27948	Toll Free 1-888-998-9283
Fax	252-441-2239

Dare County Water – Frisco Office	252-475-5760
50225 Water Association Rd., Frisco, NC 27936	Toll Free 1-877-613-4005
Fax	252-995-4739

NORTH CAROLINA INSTRUCTION 1933-A.1
Guide 3

Rules and Regulations
Of
Hyde County Water System

I. Classification of Service

All services are classified under three categories to include residential and churches, commercial, and institutional users.

- A. Residential and Churches
- B. Commercial
- C. Institutional (Water and Sewer)

II. Rate Schedule and Tap on Fees

A. Rate Schedule: Residential and Churches

(1)	First 2000 gallons	@ \$26.00 minimum	\$30.00 minimum
	2,001 - 15,000 gallons	@ \$7.00/ 1,000	\$8.00/1,000
	all over 15,000	@ \$8.00/ 1,000	\$9.00/1,000

(2) Trailer Courts and Multi-dwelling units served through one meter. "Trailer Court" shall mean any rental or sales of trailer spaces or trailer being used for any purpose. These installations shall be billed as per the County's regular published rates or \$26.00 per user, per month, whichever is greater.

B. Rate Schedule: Commercial

(1)	First 2000 gallons	@ \$33.00 minimum	\$35.00 minimum
	2001 - 15,000	@ \$8.00/ 1,000	\$9.00/1,000
	15,001 - 30,000	@ \$9.00/ 1,000	\$10.00/1,000
	All over 30,000	@ \$10.00/ 1,000	\$11.00/1,000

C. (2a) Institutional Rate Water

First 1,000,000	@ \$10,250.00 minimum	\$11,000 minimum
All over 1,000,000 gal.	@ \$12.00/ 1,000	\$13.00/1,000

(2b) Institutional Rate Sewer

First 1,800,000	@ \$23,400.00 minimum
All over 1,800,000 gal.	@ \$9.00/ 1,000

Tap-on Fee:

Meter Size	Cost	
3/4"	\$1,000.00	\$1,500.00
1"	Actual cost + \$900.00	Actual cost + \$1,200.00
2"	Actual cost + \$1,500.00	Actual cost + \$1,800.00

III. Application for Service

- A. Service will be supplied only to those who have become Members.
- B. Consumers will make application for service, in person, at the office of the county and at the same time make the deposit guarantee required below.
- C. The County may reject any application for service not available under a standard rate or which involves excessive service cost or which may affect the supply of service to other customers or for other good and sufficient reasons.
- D. The County may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location, provided that when the owner of the premises have been served water and has not paid for the same, the County shall not be required to render service to anyone at said location where the water was used until said water bill has been paid.

IV. Deposit

- A. All members will make a minimum cash deposit of \$100.00. Deposit shall not draw interest.
- B. The individual in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service furnished.
- C. A separate deposit is required for each meter installed.
- D. The deposit receipt is not negotiable and can be redeemed only at the County offices.
- E. Where the County finds that the request for a deposit refund is questionable, the County may require the applicant for refund to produce the deposit receipt properly endorsed.
- F. All Tenant Dwelling will be required to pay a minimum cash deposit of \$150.00 to have service connected.

V. Initial or Minimum Charge

- A. The initial or minimum charge, as provided in the rate schedule shall be made for each meter installed, regardless of location. Each meter requires a separate meter reading sheet, and each meter reading sheet shall cover a separate and individual account.
- B. In resort areas, where service is furnished to a consumer during certain months only, the minimum charge per service for the period of non-use shall be regular minimum as set out in the published rates of the county.
- C. Water furnished for a given lot shall be used on that lot only. Each consumer's service must be separately metered at a single delivery and metering point. Each commercial unit and each storeroom or stall used for business purposes shall have a separate meter. All commercial use, including storerooms and stalls for business purposes, shall be metered separately from any residential use and vice versa, whether or not in service or to be installed in the future.

VI. County's Responsibility and Liability

- A. The county shall run a service line from its distribution line to the property line where the distribution line runs immediately adjacent and parallel to the property to be served and for which a tap-on fee then in effect for each size of meter will be charged.
- B. The County may install its meter at the property line or at the County's option, on the consumer's property or in a location mutually agreed upon.
- C. When two or more meters are to be installed on the same premises for different consumers, they shall be closely grouped and each clearly designated to which consumer it applies.
- D. The County does not assume the responsibility of inspecting the consumer's piping or apparatus and will not be responsible therefor.
- E. The County reserves the right to refuse service unless the consumer's lines or piping are installed in such a manner as to prevent cross-connections or backflow.
- F. The County shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the consumer's premises unless such damage results directly from negligence on the part of the County. The

County shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the consumer's premises. The County shall not be responsible for negligence of third persons or forces beyond the control of the County resulting in any interruption of service.

- G. Under normal conditions, the consumer will be notified of any anticipated interruption of service.

VII. Consumer's Responsibility

- A. Piping on the consumer's premises must be so arranged that the connections are conveniently located with respect to the County's lines or mains.
- B. If the consumer's piping on consumer's premises is so arranged that the County is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.
- C. Where meter is placed on premises of a consumer, a suitable place shall be provided by consumer for placing such meter unobstructed and accessible at all times to the meter reader.
- D. The consumer shall furnish and maintain a private cutoff valve on the consumer's side of the meter; the County to provide a like valve on the County's side of such meter.
- E. The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense in a safe and efficient manner and in accordance with the County's rule and regulations and in full compliance with the sanitary regulations of the North Carolina Department of Human Resources.
- F. The consumer shall guarantee proper protection for the County's property placed on the consumer's premises and shall permit access to it only by authorized representatives of the County.
- G. In the event that any loss or damage to the property of the County or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the consumer, his agents or employee, the cost of the necessary repairs or replacements shall be paid by the consumer to the county; and any liability otherwise resulting shall be assumed by the consumer.

- H. The amount of such loss or damage or the cost of repairs shall be added to the consumer's bill; and if not paid, service may be discontinued by the County.
- I. In the event that a consumer's service requires a cross connection device a consumer will have to comply with Attachment A.

VIII. Extensions to Mains and Services

- A. The County may construct extensions to its water lines to points within its service area but the County shall not be required to make such installations unless the consumer makes application for service and advanced payment to the County for the entire cost of the installation.
- B. All line extensions shall be evidenced by contract signed by the County and the person advancing funds for said extension, but each contract shall be null and void unless approved by the county Board of Commissioners.
- C. No refund shall be made for any revenue received from any lines leading up to or beyond the particular line extension covered by contract.
- D. It is understood that the County may, at its option, at any time within a one-year period refund, in full, the difference between the amount that has already been refunded and the amount deposited.
- E. Water distribution lines to serve undeveloped subdivisions will be handled as follows:
 - (1) The developer will submit plans for review and approval by the County, its engineer and the State Board of Health.
 - (2) The developer will install the lines in accordance with the approved plans.
 - (3) Upon completion of the new extension, the developer will deed the complete facility, to include all right-of-ways, easements, permits, franchises and authorizations or other instruments needed, for the operation and maintenance of the facility, to the County. The County will not reimburse the developer for the extension.

IX. Access To Premises

- A. Duly authorized agents of the County shall have access at all reasonable hours to the premises of the consumer for

the purpose of installing or removing County property, inspecting piping, reading or testing meters or for any other purpose in connection with the county's service and facilities.

- B. Each consumer shall grant or convey or shall cause to be granted or conveyed, to the County a perpetual easement and right of way across any property owned or controlled by the consumer wherever said perpetual easement and right of way is necessary for the County water facilities and lines so as to be able to furnish service to the consumer.

X. Change of Occupancy

- A. Not less than three days notice must be given in person or writing, at the County office, to discontinue service for a change in occupancy.
- B. The Outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer.

XI. Meter Reading Billing Collecting

- A. Bills for water will be figured in accordance with the County's published rate schedule then in effect and will be based on the amount consumed for the period covered by the meter readings, except where a consumer orders turn-off less than one month after turn-on, the minimum bill to such consumer for such period shall be equal to the minimum charge for one full month's service.
- B. Charge for service commences when meter is installed and connection is made, whether used or not. Thirty (30) days may be allowed for hooking on initial installation of the water system.
- B.1. After 60 day if minimum payment has not been made on meter not in use, the County has the authority to remove service from consumers property. Upon need a fee of \$150.00 will be charged to reconnect.
- C. Readings from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different consumers or for the same or different services.
- D. Bills are due when rendered and become delinquent fifteen (15) days thereafter whereupon a penalty of 10% will be added; and if not paid in twenty-five (25) days, service shall be discontinued by the

County.

- E. Failure to receive bills or notices shall not prevent such bills from becoming delinquent or relieve the consumer from payment.

XII. Suspension of Service

- A. When services are discontinued and all bills paid, the deposit will be refunded.
- B. Upon discontinuance of service for nonpayment of bills, the deposit will be applied by the County toward settlement of the account. Any balance will be refunded to the consumer; but if the deposit is not sufficient to cover the bill, the County may proceed to collect the balance in the usual way provided by law for the collection of debts.
- C. Service discontinued for nonpayment of bills will be restored only after bills are paid in full, redeposit made and a service charge of \$75.00 paid for each meter reconnected.
- D. When services are discontinued at the request of property owner or tenant, a service charge of \$150.00 will be required before service can be continued.
- E. The County reserves the right to discontinue its service without notice for the following additional reasons:
 - 1. To prevent fraud or abuse
 - 2. Consumers willful disregard of the County's rules and Regulations
 - 3. Emergency repairs
 - 4. Insufficiency of supply due to circumstances beyond the County's control.
 - 5. Legal procedures
 - 6. Direction of public authorities
 - 7. Strike, riot, fire, flood, accident or any unavoidable cause.
- F. The County may, in addition to prosecution by law, permanently refuse service to any consumer who tampers with a meter or other measuring device.

XIII. Complaints-Adjustments

- A. If the consumer believes his bill to be in error, he shall present his claim, in person, at the County's office before the bill becomes delinquent. Such claims, if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service as heretofore provided. The consumer may pay such bill

under protest and said payment shall not prejudice his claim.

- B. The County will make special meter readings at the request of the consumer for a fee of \$25.00 provided, however, that if such special reading discloses that the meter was over read; no charge will be made.
- C. Meters will be tested at the request of the consumer upon payment to the County of the actual cost of making the test provided; however, that if the meter is found to over register beyond 2 per centum of the correct volume, no charge will be made.
- D. If the seal of a meter is broken by other than the county's representative or if the meter fails to register correctly or is stopped for any cause, the consumer shall pay an amount estimated from the record of this previous bill and/or from other proper data.
- E. If a customer has a water leak and can prove it to the Department by a repairs receipt or item that was leaking, a one time per calendar year adjustment of said bill will be made by the formula listed below: A leak can only be made to said bill if it is over 15,000 gallons per that billing cycle. Leak calculation formula = First 15,000 gallons is calculated at full rate and all over will be calculated at half price rate.

XIV. Abridgement or Modification of Rules

- A. No promise, agreement or representation of any employee of the County shall be binding upon the County except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the County.
- B. No modification of rates or any of the rules and regulations shall be made by any agent of the County.

XV. ADOPTION OF RULES

Until further order of the Board of Directors of this County, the Rules and regulations as the same are herein above set out are hereby adopted as of the date hereof to become effective on and after July 1, 2020.

Done this the 1st. day of February, 2022.

ATTEST:

Clerk

By: _____
CHAIRMAN, HYDE COUNTY BOARD
OF COMMISSIONERS

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Kris Cahoon Noble, Manager
Attachment: Yes - Bid Sheets and Proposed Lease Agreement

ITEM TITLE: Engelhard Airport Farm Lease Bid Tabs and Lease Agreement

SUMMARY: Sealed Bids were received Wednesday, February 2, 2022 at 9 A.M. and then publicly opened and read at the Hyde County Government Center, 30 Oyster Creek Road, Swan Quarter, NC, 27885, for the farming of 282.66 acres with up to 33.66 additional acres becoming available after year one of the lease. This property is referred to the Engelhard Airport Farm.

A mandatory Pre-Bid meeting was held on Friday, January 28, 2022 at the Engelhard Airport located at 470 Airport Road Engelhard beginning at 10 a.m. Attendance at the Mandatory Pre-Bid Meeting was required to submit a bid for consideration. The purpose of the prebid meeting was to clarify the terms, conditions and work that will be required as well as to answer any questions from prospective bidders.

A summary of the bid tab sheets are found below:

- Chip McCann and Pat Simmons 264.00 per acre
- Charles Williford 310.10 per acre
- Eric and Kellum Cahoon 311.00 per acre.

The new lease language has been updated and vetted through the Engelhard Airport Advisory Board and the County Attorney.

RECOMMEND: APPROVE BID TABS AND AUTHORIZE

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

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

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

The term of the lease shall begin as of January 1, 2022 for a period of Five (5) Years, expiring midnight, December 31, 2026.

Please see Attachment A which includes the Farm Lease Agreement and an aerial photograph of the property.

The County of Hyde is an Equal Opportunity Employer. This Legal Notice, Advertisement for Bid, and any addenda will be posted on the Hyde County website at: www.hydecountync.gov

Questions about this Advertisement for Bids shall be directed in writing to:

Jane Hodges
Airport Manager
PO Box 188
Swan Quarter, NC 27885
jhodges@hydecountync.gov

Questions and answers will be posted on the county website.

Bid Form:

Bid Amount Per Acre: \$ 311.⁰⁰

The proposed lease area will be 282.66 acres during year one, and up to 33.66 acres will be added after construction in years 2-5 of the lease.

Printed Name of Proposer: CAHOON FARMS (ERIC - Kellum CAHOON)

Signature of Proposer: 

The term of the lease shall begin as of January 1, 2022 for a period of Five (5) Years, expiring midnight, December 31, 2026.

Please see Attachment A which includes the Farm Lease Agreement and an aerial photograph of the property.

The County of Hyde is an Equal Opportunity Employer. This Legal Notice, Advertisement for Bid, and any addenda will be posted on the Hyde County website at: www.hydecountync.gov

Questions about this Advertisement for Bids shall be directed in writing to:

Jane Hodges
Airport Manager
PO Box 188
Swan Quarter, NC 27885
jhodges@hydecountync.gov

Questions and answers will be posted on the county website.

Bid Form:

Bid Amount Per Acre: \$ 310.10

The proposed lease area will be 282.66 acres during year one, and up to 33.66 acres will be added after construction in years 2-5 of the lease.

Printed Name of Proposer: Charles E Willard Jr.

Signature of Proposer: Charles E Willard Jr.

The term of the lease shall begin as of January 1, 2022 for a period of Five (5) Years, expiring midnight, December 31, 2026.

Please see Attachment A which includes the Farm Lease Agreement and an aerial photograph of the property.

The County of Hyde is an Equal Opportunity Employer. This Legal Notice, Advertisement for Bid, and any addenda will be posted on the Hyde County website at: www.hydecountync.gov

Questions about this Advertisement for Bids shall be directed in writing to:

Jane Hodges
Airport Manager
PO Box 188
Swan Quarter, NC 27885
jhodges@hydecountync.gov

Questions and answers will be posted on the county website.

Bid Form:

Bid Amount Per Acre: \$ 260.00

The proposed lease area will be 282.66 acres during year one, and up to 33.66 acres will be added after construction in years 2-5 of the lease.

Printed Name of Proposer: Robert Earl McCann III

Signature of Proposer: Robert Earl McCann III

STATE OF NORTH CAROLINA
COUNTY OF HYDE
HYDE COUNTY FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT ("Lease") is made and entered into as of February 7, 2022, by and between **HYDE COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "**Lessor**", and Eric Cahoon and Kellum Cahoon DBA Cahoon Farms whose address is 13256 North Lake Road, Engelhard, North Carolina, hereinafter referred to as "**Lessee**".

WITNESSETH

WHEREAS, Lessor, owner of the Hyde County Airport ("Airport"), desires to contract with Lessee in order to obtain certain services, including mowing and maintenance, that will maintain certain areas of the Airport property in a presentable, acceptable, and satisfactory condition to Hyde County as well as to allow Lessee to cultivate, farm, and harvest, for Lessee's business purposes, certain areas of the Airport property designated by Hyde County; and

WHEREAS, Lessee desires to contract with Hyde County to provide certain services, including mowing and maintenance, that will maintain certain areas of the Airport property in a presentable, acceptable, and satisfactory condition to Hyde County as well as to cultivate, farm, and harvest, for Lessee's business purposes, certain areas of the Airport property designated by Hyde County.

NOW THEREFORE, pursuant to Chapter 63 of the North Carolina General Statutes, including but not limited to North Carolina General Statute §63-53 and other relevant statutory authority, and for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and legal sufficiency which is hereby acknowledged, and in consideration of the mutual covenants herein set forth, as well as valuable consideration paid and to be paid, Lessor hereby leases to Lessee, and Lessee hereby accepts for lease from Lessor, upon and subject to the terms and conditions herein set forth, the lands and all improvements now located thereon situated in Engelhard Township, Hyde County, North Carolina, and more particularly designated as the Hyde County Airport Cropland, containing 316.32 acres, as more specifically described and depicted on Exhibit "A" which is attached hereto and incorporated herein by reference, hereinafter called the "**Premises**".

The parties hereto agree that the terms and conditions of this Lease are as follows.

- I. **Term.** The term of this Lease shall commence as of February 7, 2022 and, unless sooner

terminated as hereinafter provided, shall continue for a period of five (5) years, expiring at midnight on December 31, 2026; at which time, this Lease and all of Lessee's rights hereunder shall automatically terminate and cease without prior notice. Except as hereinafter expressly provided, neither Lessee nor Lessee's heirs, successors or assigns shall have any claim to or against Lessor for the value of any unharvested crops existing at the expiration or earlier termination of this Lease, or for any expenses incurred by Lessee in connection with the production of the same.

2. **Lessor's Right to Withdraw Acres.** Lessor reserves the right to withdraw, upon thirty (30) days notice to Lessee, any portion of the Premises at any time as may be needed in connection with improvements to the Airport. In such event, Lessor shall pay Lessee the average value of the yield per acre for the entire Premises planted with any crop for each acre taken before harvest as a result of Lessor's repossession of any portion of the Premises pursuant to this paragraph. The payment shall be only for the crop year in which the repossession occurs. For any remaining crop years of the Lease term, the rent shall be reduced by an amount equal to the original per acre rent multiplied by the number of acres repossessed by Lessor.

3. **Use of the Premises by Lessee.**

- A. Lessee shall occupy and use the Premises during the term of this Lease for the sole purpose of planting, growing and harvesting crops including, but not limited to, soybeans, cotton and corn. Lessee is **EXPRESSLY PROHIBITED** from growing winter small grains or any other such winter crops that may attract migratory birds. During the final year of the Lease, Lessee may not plant any fall seeded crops unless the same can, and will be, harvested by Lessee prior to the expiration of the Lease term. Lessee shall not plant any crops during the Lease term within a one hundred (100) foot radius of the Automated Weather Observation enclosure shown on Exhibit "A" attached hereto.
- B. Lessee shall perform all farming activities permitted hereunder in such a manner that said activities will not interfere with the use of the Airport by aircraft or in any way obstruct the runways, taxiways, or approaches thereto. Lessee shall not allow any plant, crop, or other growth to grow to a height that will interfere with the landing or taking off of aircraft or other operational activities at the Airport.

4. **Rent.**

- A. Lessee shall pay Lessor for the use and possession of the Premises the sum of **\$311.00 per acre**, with the following agreed upon understandings:

(1) the Premises are 316.32 acres of cropland (see Exhibit "A") and (2) at the inception of this Lease, 33.66 acres (cropland fields 10 and 15 depicted on Exhibit "A") of said 316.32 acres shall not be farmed as the same are necessary for certain, planned Airport improvements. As a result thereof, Lessee shall pay Lessor **\$87,907.26** annually (based upon 282.66 acres), payable in 2 (two) installments of **\$43,953.63** being due and payable on or before March 1st and November 30th of each calendar year during the Lease term until such time as said cropland fields 10 and 15, or portions thereof, become available for cultivation; at which time, the portion(s) of cropland fields 10 and 15 that become available for cultivation shall be included for the purposes of rent for the crop year in which the same are available. At which time as said portion(s) of cropland fields 10 and 15 become available for cultivation, the additional acres available for cultivation shall be determined, notice of such determined number of additional acres available for cultivation shall be provided by Lessor to Lessee, and the determined number of additional acres available for cultivation shall be added to the original 282.66 acres for the purposes of calculating the rent that is due thereafter. The sum total of said acres shall be multiplied by the original **\$311.00** per acre rent to establish the new rent. After which, Lessee shall pay Lessor **\$98,375.52** annually (an amount calculated based upon the above), payable in two (2) installments of **\$49,187.76** (50% of the above referenced calculated amount) being due and payable on or before March 1st and November 30th of each applicable calendar year during the remaining Lease term. If any such payment is not received on or before either such due date then, in that event, Lessor shall provide Lessee notice that Lessee is in default and, if said rent is not received **WITHIN THIRTY (30) DAYS** of said notice then, in that event, this Lease shall terminate and Lessee shall have no interest in the Premises and shall forfeit any and all crops growing upon the Premises. Any United States Department of Agriculture ("USDA") Farm Program Benefits applicable to the farmed acreage are to be paid one hundred percent (100%) to Lessee. Lessee shall be required to report planted acreage to the Farm Service Agency ("FSA") in a timely manner to ensure cropping history is maintained.

- B. As additional consideration for this Lease, Lessee shall, for Lessor's benefit, (1) mow all farm ditches, pond banks and road sides within the boundaries of the Hyde

County Airport Cropland as more particularly designated, described, and depicted on Exhibit "A", specifically including the canal bank on the south side of 2nd Avenue (Airport Road) from the intersection of 5th Street East eastward to the beginning of the pavement and (2) clean out the "v-ditches" within the boundaries of the Hyde County Airport Cropland at least once during the Lease term. This work will be completed with the prior approval and supervision of the Hyde County Airport Manager so as not to interfere with Airport operations. Lessee agrees that no farming equipment shall be allowed to enter established boundary lines around the runway/apron area without prior permission from the Airport manager.

5. Best Course of Husbandry and Reporting.

- A. In the growing of the crops on the Premises as specified in Paragraph 3 hereof and the performance of any activity on the Premises required or permitted by this Lease, Lessee shall act in accordance with the best course of husbandry and use good and commonly accepted agronomic methods practiced in the geographical vicinity of the Premises with a view not only to the production of bountiful crops in any one year, but further with an effort continuously to improve and preserve the fertility of the soil and, if possible, to increase the value and desirability of said lands as high class farmland. Lessee further covenants that, to the extent applicable, Lessee will cooperate fully with all farm and crop programs sponsored by USDA and any subordinate agencies of the State of North Carolina so as to keep and preserve for the Premises the best programs that are available under such government sponsored programs. Lessee shall have the soil tested annually, including at the inception of this Lease and prior to beginning any calendar year planting, at Lessee's expense and shall provide the results of such testing to Lessor on an annual basis. Based upon the results of said annual testing, Lessee shall do whatever is necessary, including application of lime, to maintain an average soil Ph of 5.0 with a range of 4.8 to 5.2. Lessee shall also take whatever actions that may be directed by Lessor based upon the results of such annual testing.
- B. Lessee shall provide Lessor with the Federal Crop Insurance APH Database Report generated by Lessee's Approved Insurance Provider for the Premises, currently FSN 269, upon Lessee's receipt of the same and no later than May 15th of the year following the previous crop production year.

- 6. Alterations and Liens.** Lessee shall not make or permit any other person to make any alterations to the Premises or to any improvement thereon or facility appurtenant thereto without the prior written consent of Lessor. Lessee shall keep the Premises free and clear of any and all liens, claims, and demands for work performed, materials

furnished, or operations conducted thereon by or at the instance or request of Lessee.

7. **Hold Harmless.** Lessee shall indemnify, defend, and hold Lessor and the property of Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage or expenses resulting from Lessee's occupation or use of the Premises, rendition of services required hereunder, or presence on the Airport including, but not limited to, any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons or by reason of any damage to any property caused by the condition of the Airport, the condition of any improvements or personal property in or on the Airport, or the acts or omissions of Lessee or any person in or on the Airport with the express or implied consent of Lessee. Such indemnity shall extend to any claim, liability, loss or damage occasioned by reason of Lessee's failure to perform any obligation or condition of this Lease or to comply with any requirement imposed upon Lessee or on the Premises by any duly authorized governmental agency or political subdivision, or by reason of Lessee's failure or inability to satisfy any obligations incurred by Lessee in the operations to be conducted by Lessee on the Premises. Lessee stipulates that the Premises, all improvements on the Premises, and all facilities appurtenant thereto, are now, on the date of this Lease, in good order and repair and in safe and tenantable condition. Lessee further stipulates that Lessee has independently investigated all facts material to Lessee in connection with this Lease and that this Lease has been entered by Lessee as a result of Lessee's own inspections and investigations and not as a result of any representations made by or on behalf of Lessor.
8. **Insurance.** During the term of this Lease, Lessee shall maintain in force a policy of commercial general liability and property damage insurance, including business and auto liability coverage, issued to Lessee and insuring against all claims for personal injury including death, and all claims for destruction of or damage to property, arising out of or in any way in connection with Lessee's use of the Premises or performance of Lessee's obligations hereunder. Lessee shall also maintain worker's compensation insurance in an amount at least equal to the minimum limits established by North Carolina law. All insurance coverage required hereinabove shall be in a form and an amount acceptable to Lessor, in Lessor's sole discretion. Lessee shall furnish Lessor with a copy of the Certificate of Insurance for all insurance policies obtained by Lessee in compliance with this requirement prior to taking possession of the Premises. Lessee agrees to maintain sufficient coverage on current status, to provide Lessor an updated Certificate(s) of Insurance annually, and that all such insurance policies obtained by Lessee in compliance with this requirement name Lessor as additional insured and provide a thirty (30) day written notice to Lessor of termination or material change in

the terms thereof or nonrenewal of such policies.

- 9. Subleasing and Assigning.** Lessee shall not encumber, sublease, assign or otherwise transfer this Lease, or any right or interest of Lessee therein or thereunder, without the express written consent of Lessor.
- 10. Relationship of Parties.** In carrying out the terms and conditions of this Lease, Lessee is an independent contractor and is not an agent or employee of Lessor. Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employee relationship between Lessee and Lessor.
- 11. Lessor's Access.** Lessor specifically reserves the right to go upon the Premises at any time.
- 12. Adherence to Regulations.** Lessee agrees to comply with all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, Courts, authorities, agencies, officials, officers and other parties, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Airport property or any part thereof. Further, Lessee shall comply with any and all local, state and federal laws or other rules and regulations as well as all applicable environmental rules and regulations, including, but not limited to, such rules and regulations regulating hazardous or similar substances or conditions, their storage or disposal. Lessee shall not intentionally or knowingly use any Airport property for any purpose or in a manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any Federal, State, County, or other governmental agency. Specifically, this shall include eligibility for any program offered by USDA. Lessee's activities and services contemplated hereunder shall conform to and be consistent with the then current Airport plan as well as the minimum standards and rules and regulations adopted for the Airport by Lessor, as amended. Lessee further agrees to indemnify and hold Lessor harmless for any and all damage of any kind arising from Lessee's failure to comply with the aforementioned rules and regulations including, but not limited to, the cost of cleanup, restoration fees, mitigation costs, and attorney's fees caused or occasioned by Lessee.
- 13. Non-Discrimination.** Lessee will not discriminate against any person because of race, creed, gender, age, national origin, handicap or sexual preference in connection with the performance of this Lease. Lessee shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, color, sex, age, or national origin. Such action shall include, but is not limited to, the following: employment upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rate of pay or other forms of compensation. Lessee

further agrees to adhere to all labor and minimum wage requirements applicable to this Lease.

14. Default by Lessee. All covenants and agreements on the part of Lessee contained in this Lease are declared to be conditions to this Lease and to the term hereby demised to Lessee. Should Lessee default in the performance of any covenant, condition or agreement contained in this Lease, Lessee may terminate this Lease and reenter and regain exclusive possession of the entire Premises, all with reservation of, and without prejudice to, such other rights and remedies to which Lessor may be entitled as a result of Lessee's default. On termination of this Lease, all rights of Lessee in and to the Premises and any crops on the Premises shall also terminate. Pursuit by Lessor of any particular right or remedy shall not preclude pursuit of any other right or remedy available to Lessor, and no waiver by Lessor of any breach by Lessee of any one or more of the covenants, conditions or agreements contained in this Lease shall bar the enforcement of any rights or remedies of Lessor for any subsequent breach of the same or any other covenant, condition or agreement.

15. Notices. Whenever it may be required or permitted that notice or demand be given or served by either party to this Lease, such notice, demand or other communication shall be given in writing by registered or certified mail return receipt requested addressed as follows:

If to Lessor: Hyde County Manager
Post Office Box 188
Swan Quarter, North Carolina 27885

If to Lessee: Eric Cahoon/ Kellum Cahoon
DBA Cahoon Farms
13256 North Lake Road
Engelhard, N.C. 27824

Such notices will be effective when given if so given, whether or not accepted or received.

Such addresses may be changed from time to time by either party by serving notices as provided above.

16. Heirs and Successors. This Lease shall be binding upon and shall inure to the benefit of the permitted heirs, executors, administrators, successors and assigns of the parties hereto, but nothing herein shall be construed as consent by Lessor to any assignment of

this Lease or any interest therein by Lessee.

- 17. Entire Agreement.** The parties agree that the covenants and conditions set forth herein constitute the entire and complete agreement between the parties and that all prior negotiations and conditions have been superseded by this Lease. Any amendments to this Lease shall be in writing and signed by each of the parties hereto.
- 18. Wavier.** No waiver of any condition, covenant or restriction of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition, covenant or restriction of this Lease.
- 19. Illegal Provisions, Governing Law.** If any provision of this Lease shall be declared illegal, void, or unenforceable, the other provisions hereof shall not be affected, but shall remain in full force and effect. This Lease shall be governed by and construed in accordance with the laws of North Carolina.
- 20. Captions.** The captions of the various sections of this Lease are for convenience only, are not a part of this Lease, and do not in any way limit or amplify the terms and provisions of this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed in duplicate originals, one of which is retained by Lessor, and one of which is retained by Lessee, as of the day and year first written above.

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

Corrinne Gibbs, Finance Officer
Hyde County, North Carolina

Lessor:

COUNTY OF HYDE

BY: _____
Chairman Hyde County Board of Commissioners

ATTEST: _____
Clerk to the Hyde County Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, _____, a Notary Public for the said
County and State, do hereby certify that _____

_____, personally appeared before me this day after being by me duly sworn and acknowledged that he/she is Clerk to the Hyde County Board of Commissioners, a political subdivision, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with corporate seal, and attested by himself/herself as Clerk to the Hyde County Board of Commissioners.

WITNESS my hand and Notarial Seal this the ____ day of _____ 2022.

Notary Public

My Commission Expires:

Lessee:

BY: _____

STATE OF NORTH CAROLINA
COUNTY OF HYDE

Before me, the undersigned Notary Public in and for the State and County aforesaid,

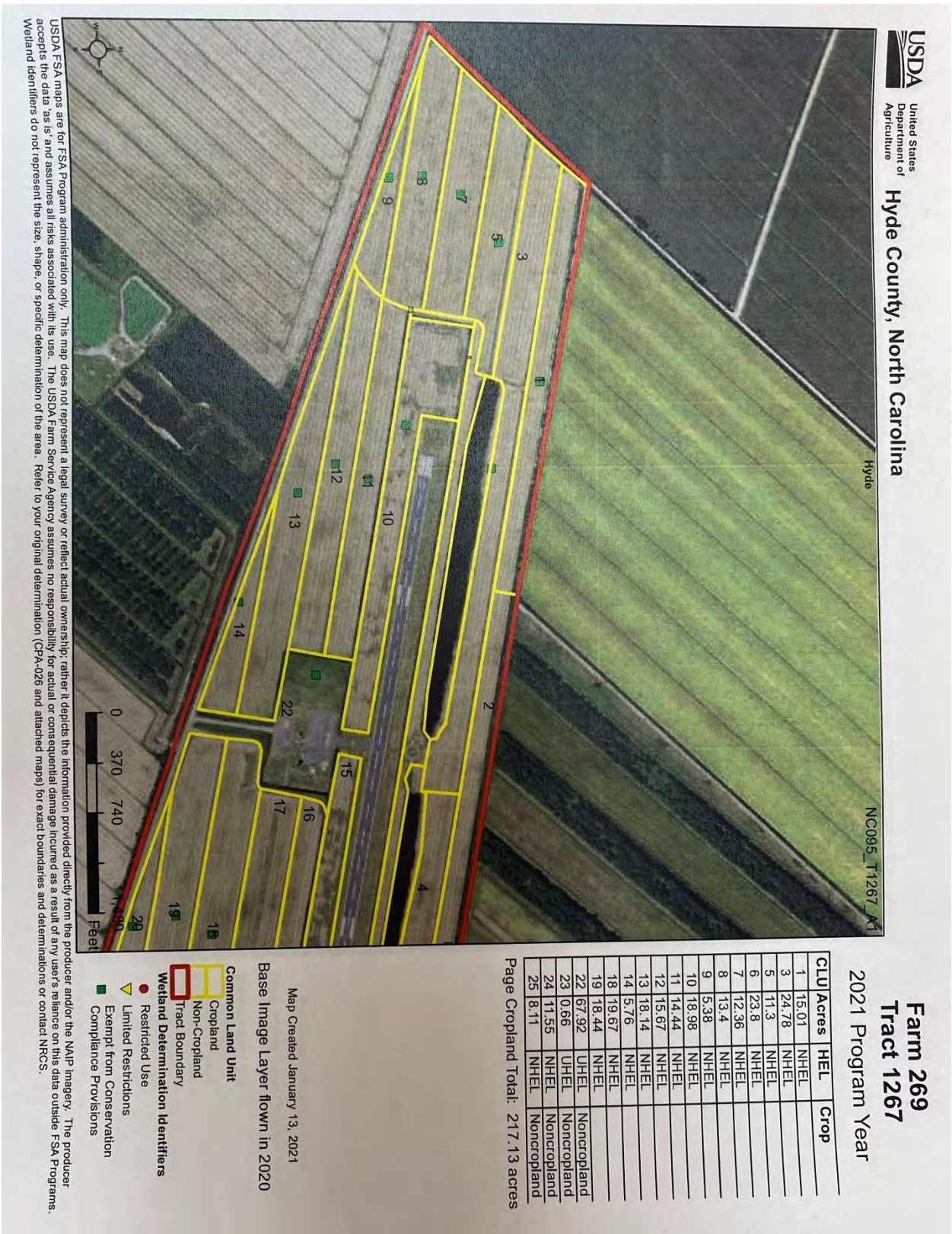
_____ (Lessee) personally appeared
before me this day and acknowledged the due execution of the foregoing instrument for
the purposes therein expressed.

WITNESS my hand and Notarial Seal this the _____ day of _____ 2022.

Notary Public

My Commission Expires:

Exhibit A



Hyde County, North Carolina

Farm 269 Tract 1267

2021 Program Year

CLU/Acres	HEL	Crop
2 24.6	NHEL	
4 19.9	NHEL	
15 14.68	NHEL	
16 13.29	NHEL	
17 19.14	NHEL	
20 7.58	NHEL	

Page Cropland Total: 99.19 acres



Map Created January 13, 2021

Base Image Layer flown in 2020

- Common Land Unit**
-  Cropland
 -  Non-Cropland
- Wetland Determination Identifiers**
-  Limited Restrictions
 -  Restricted Use
 -  Exempt from Conservation Compliance Provisions

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the NAIIP imagery. The producer accepts the data as is and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Kris Cahoon Noble, Manager
Attachment: Yes

ITEM TITLE: IRS PER DIEM RATE FOR 2022

SUMMARY: The IRS is reducing the national per diem mileage rate from .56 up 2.5 to 58.5 cents for 2022. Request approval to adjust the county's reimbursement rate from .56 cents to 58.5 cents as per the IRS rate.

RECOMMEND: APPROVE

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

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

VOTE: ___ PUGH
___ SIMMONS
___ MATHEWS
___ SWINDELL
___ TOPPING



IRS issues standard mileage rates for 2022

IR-2021-251, December 17, 2021

WASHINGTON — The Internal Revenue Service today issued the 2022 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2022, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58.5 cents per mile driven for business use, up 2.5 cents from the rate for 2021,
- 18 cents per mile driven for medical, or moving purposes for qualified active-duty members of the Armed Forces, up 2 cents from the rate for 2021 and
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2021.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving Expenses for Members of the Armed Forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

[Notice 2021-03](#) [PDF](#), contains the optional 2022 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2022 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

Page Last Reviewed or Updated: 17-Dec-2021

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Kris Cahoon Noble
Attachment: Yes – FY 2022-2023

ITEM TITLE: FY 2022-2023 BUDGET CALENDAR

SUMMARY: The proposed Fiscal Year 2022-2023 budget calendar is attached for commissioner's review and approval.

RECOMMEND: APPROVE FY 2022-2023 BUDGET CALENDAR.

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

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

VOTE: ___ PUGH
___ SIMMONS
___ MATHEWS
___ SWINDELL
___ TOPPING

COUNTY OF HYDE

SWAN QUARTER, NORTH CAROLINA 27885



FY 2021-2022 **Budget Calendar**

Date	Activity	Participants
February 7, 2022	Calendar adopted	Board of Commissioners
March 14, 2022	Preliminary Department Assessment • Contracts • Equipment purchases/leases • Needs Assessments • Continuing Obligations • Optional Services/Programs	Department Heads
March 14, 2022	Dept. Assessment Due Budget Worksheets Distributed	Department Heads
March 21, 2022	External Agency Letters Mailed	Finance Officer
April 4, 2022	Completed worksheets returned Preliminary revenue estimates presented to Budget Officer	Department Heads Finance Officer
April 11-15, 2022	Budget Officer meets with each D.H. to review requested budget	Budget Officer Department Heads
April 4, 2022	Joint meeting to review Board of Education priorities	Board of Commissioners Board of Education
April 18, 2022	External agency budget requests due	Finance Officer
May 2, 2022	Board of Education submits budget request	Board of Education
May 2, 2022	Proposed budget distributed to BOC	Budget Officer
May 2, 2022	Proposed Budget presented to the Board of Commissioners Public Hearing date set	Budget Officer Board of Commissioners
May 9-13, 2022	Budget work sessions as needed	Board of Commissioners
June 6, 2022	Public Hearing	Board of Commissioners

June 6, 2022	Board of Commissioners adopts FY 2022-23 budget and sets tax rate	Board of Commissioners
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Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Kris Cahoon Noble, Manager
Attachment: Yes - Contract

ITEM TITLE: Ocracoke EMS Station Architectural Contract

SUMMARY: In January 2022, the Hyde County BOC approved Oakley Collier Architects, PA as the architect for the new Ocracoke EMS Station design.

RECOMMEND: AUTHORIZE COUNTY MANAGER TO EXECUTE PENDING REVIEW AND REVISION BY THE COUNTY ATTORNEY

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

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

VOTE: ___ PUGH
___ SIMMONS
___ MATHEWS
___ SWINDELL
___ TOPPING

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 7th day of February in the year 2022

BETWEEN the Architect's client identified as the Owner:

Hyde County
30 Oyster Creek Road
Swan Quarter, NC 27885

and the Architect:

Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804

for the following Project:

Hyde County Emergency Services Facility Project # 22002

The project consists of a new facility to house Ocracoke Island emergency services and a walk-in health clinic located at 36 Lighthouse Road, Ocracoke, NC..

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

(Paragraph deleted)

The project consists of a new facility to house Ocracoke Island emergency services and a walk-in Health clinic. The components to be included in this facility shall be a four bedroom living quarters approximately 1,600 SF. The ground level will house two emergency vehicles and a small walk in Health clinic. The ground floor shall be approximately 2,100 SF. It is anticipated that the facility will be approximately 3,700 SF in total area.

§ 1.1.2 The Project's physical characteristics:

(Paragraph deleted)

The site will need to have appropriate vehicular circulation to allow for daily work flow and emergency vehicle ingress/egress. The building shall be a minimum of 2 feet above the base flood elevation.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Paragraph deleted)

Funding is anticipated for the project with a Golden Leaf Grant as well as other possible funding.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design -	4 weeks
Design Development-	6 weeks
Construction Documents-	6 weeks
Bidding-	4 weeks

.2 Construction commencement date:

(Paragraphs deleted)

48 weeks

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

To Be determined.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

Kris Noble, County Manager
County of Hyde
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885
Telephone: (252) 542-0802
Email: knoble@hydecountync.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

To Be Determined.

§ 1.1.9 The Owner shall retain the following consultants and contractors:

.1 Geotechnical Engineer:

G.E.T. Solutions Inc
106 Capital Trace E
Elizabeth City, NC 27909
(252) 335-9765

.2 Civil Engineer:

J.H. Miller, Jr. Land Surveying
40230 Younce Rd
Avon, NC 27915
(252) 426-1000

.3 Other, if any:

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N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

Timothy Oakley, Ann Collier, David Griffin
Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804
Telephone Number: (252) 937-2500
Email: toakley@oakleycollier.com, acollier@oakleycollier.com, dgriffin@oakleycollier.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Scalene Design
434 Fayetteville St, Suite 2110
Raleigh, NC 27601
(919) 825-0295

.2 Mechanical & Electrical Engineer:

Atlantec Engineers
3221 Blude Ridge Rd # 113
Raleigh, NC 27612
(919) 571-1111

.3 Civil Engineer:

Quible & Associates PC
8466 Caratoke Hwy Bldg 400
Powells Point, NC 27966
(252) 261-3300

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building

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Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an

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additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect (Included in Basic Services)
§ 4.1.1.2 Multiple preliminary designs	Architect (Included in Basic Services)
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Architect (Included in Basic Services)
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect (Included in Basic Services)
§ 4.1.1.9 Landscape design	Architect (Included in Basic Services)
§ 4.1.1.10 Architectural interior design	Architect (Included in Basic Services)
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect (Included in Basic Services)
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

Init.

Supplemental Services	Responsibility (Architect, Owner, or not provided)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

See Exhibit A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

See Exhibit B

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

Init.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 **Weekly** () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

- .1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Paragraphs deleted)

Percentage Basis

Ten (10) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

Fee shall be set once Schematic Design is completed.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

Hourly Bill Rates:

Principal:	\$250
Sr. Designer:	\$225
Project Manager:	\$195
Construction Administrator:	\$150
Sr. BIM Tech:	\$150
Jr. BIM Tech:	\$120
Administrative:	\$85

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20 %), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty Five	percent (	35	%)

Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

Hourly Bill Rates:

Principal:	\$250
Sr. Designer:	\$225
Project Manager:	\$195
Construction Administrator:	\$150
Sr. BIM Tech:	\$150
Jr. BIM Tech:	\$120
Administrative:	\$85

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus twenty percent (20 %) of the expenses incurred, with costs not to exceed \$12,325.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

1.5 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Other documents:

Exhibit A- Summary of Architect's Supplemental Services
Exhibit B- Summary of Owner's Supplemental Services
Exhibit C- Appraisal
Exhibit D- Elevation Certificate
Exhibit E- Site Plan
Exhibit F- Hyde County EMS Model
Exhibit G- Hyde County EMS NC Plan
Exhibit H- RFQ
Exhibit I- Letter of Proposal

(Paragraphs deleted)

Exhibit J- Certificate of Insurance

Init.

(Paragraph deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

Timothy D Oakley

ARCHITECT (Signature)

Timothy D Oakley Principal

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for

AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:19:35 ET on 02/01/2022.

PAGE 1

AGREEMENT made as of the ~~day of~~ in the year
(In words, indicate day, month and year.) 7th day of February in the year 2022

...

(Name, legal status, address and other information)
Hyde County
30 Oyster Creek Road
Swan Quarter, NC 27885

...

(Name, legal status, address and other information)
Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804

...

(Name, location and detailed description)
Hyde County Emergency Services Facility Project # 22002
The project consists of a new facility to house Ocracoke Island emergency services and a walk-in health clinic located at 36 Lighthouse Road, Ocracoke, NC..

PAGE 2

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

...

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The project consists of a new facility to house Ocracoke Island emergency services and a walk-in Health clinic. The components to be included in this facility shall be a four bedroom living quarters approximately 1,600 SF. The ground level will house two emergency vehicles and a small walk in Health clinic. The ground floor shall be approximately 2,100 SF. It is anticipated that the facility will be approximately 3,700 SF in total area.

...

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The site will need to have appropriate vehicular circulation to allow for daily work flow and emergency vehicle ingress/egress. The building shall be a minimum of 2 feet above the base flood elevation.

...

(Provide total and, if known, a line item breakdown.)

Funding is anticipated for the project with a Golden Leaf Grant as well as other possible funding.

...

<u>Schematic Design -</u>	<u>4 weeks</u>
<u>Design Development-</u>	<u>6 weeks</u>
<u>Construction Documents-</u>	<u>6 weeks</u>
<u>Bidding-</u>	<u>4 weeks</u>

PAGE 3

3 — Substantial Completion date or dates:

4 — Other milestone dates:
48 weeks

...

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

...

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)
To Be determined.

...

(List name, address, and other contact information.)

Kris Noble, County Manager
County of Hyde
30 Oyster Creek Road
PO Box 188
Swan Quarter, NC 27885
Telephone: (252) 542-0802
Email: knoble@hydecountync.gov

...

~~(List name, address, and other contact information.)~~
To Be Determined.

...

~~(List name, legal status, address, and other contact information.)~~

...

G.E.T. Solutions Inc
106 Capital Trace E
Elizabeth City, NC 27909
(252) 335-9765

...

J.H. Miller, Jr. Land Surveying
40230 Younce Rd
Avon, NC 27915
(252) 426-1000

PAGE 4

~~(List any other consultants and contractors retained by the Owner.)~~
N/A

...

~~(List name, address, and other contact information.)~~

Timothy Oakley, Ann Collier, David Griffin
Oakley Collier Architects, PA
109 Candlewood Road
Rocky Mount, NC 27804
Telephone Number: (252) 937-2500
Email: toakley@oakleycollier.com, acollier@oakleycollier.com, dgriffin@oakleycollier.com

...

Scalene Design
434 Fayetteville St, Suite 2110
Raleigh, NC 27601
(919) 825-0295

...

.2 Mechanical & Electrical Engineer:

Atlantec Engineers
3221 Blude Ridge Rd # 113
Raleigh, NC 27612
(919) 571-1111

...

.3 Electrical-Civil Engineer:

Quible & Associates PC
8466 Caratoke Hwy Bldg 400

...

N/A

...

N/A

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

PAGE 8

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- 1 — facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- 2 — organizing and participating in selection interviews with prospective contractors;
- 3 — preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- 4 — participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

PAGE 11

§ 4.1.1.1 Programming	<u>Architect (Included in Basic Services)</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect (Included in Basic Services)</u>
§ 4.1.1.3 Measured drawings	<u>Not Provided</u>
§ 4.1.1.4 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Architect (Included in Basic Services)</u>

§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect (Included in Basic Services)</u>
§ 4.1.1.9	Landscape design	<u>Architect (Included in Basic Services)</u>
§ 4.1.1.10	Architectural interior design	<u>Architect (Included in Basic Services)</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect (Included in Basic Services)</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22	Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>

PAGE 12

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibit A

...

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit B

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

[X] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

...

~~(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)~~

PAGE 18

N/A

...

N/A

PAGE 19

1 — Stipulated Sum
— (Insert amount)

2 —
— (Insert percentage value)

Ten (10) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 — Other
— (Describe the method of compensation)
Fee shall be set once Schematic Design is completed.

...

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

...

(Insert amount of, or basis for, compensation.)

Hourly Bill Rates:

Principal:	<u>\$250</u>
Sr. Designer:	<u>\$225</u>
Project Manager:	<u>\$195</u>
Construction Administrator:	<u>\$150</u>
Sr. BIM Tech:	<u>\$150</u>
Jr. BIM Tech:	<u>\$120</u>
Administrative:	<u>\$85</u>

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty percent (20 %), or as follows:

...

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty Five</u>	percent (	<u>35</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)

~~3~~ Exhibits: Exhibit E- Site Plan

~~(Check the appropriate box for any exhibits incorporated into this Agreement.)~~ Exhibit F- Hyde County EMS Model

Exhibit G- Hyde County EMS NC Plan

~~[]~~ ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:~~ Exhibit H- RFQ

~~(Insert the date of the E204 2017 incorporated into this agreement.)~~ Exhibit I- Letter of Proposal

~~[]~~ ~~Other Exhibits incorporated into this Agreement:~~

~~(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~

Exhibit J- Certificate of Insurance

~~4~~ ~~Other documents:~~

~~(List other documents, if any, forming part of the Agreement.)~~

PAGE 22

Timothy D Oakley Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Timothy Oakley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:19:35 ET on 02/01/2022 under Order No. 3017269151 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Timothy D Oakley

(Signed)

Principal

(Title)

02/07/2022

(Dated)

AIA Document B101-2017: Exhibit A
Description of Supplemental Services

SUMMARY OF ARCHITECT'S SUPPLEMENTAL SERVICES

AIA Contract Document B101-2017

Article 4.1.2 – Description of Supplemental Services: The following descriptions apply to the services identified in Article 4.1.1 – Supplemental Services, & as identified as being provided by the “Architect”.

4.1.1.1 - Programming: (Included in Basic Services)

Programming services shall include the following items:

- Meeting with owner and staff to determine functionality requirements for project;
- Preparation of a Space Planning Summary, to include all spaces required by Owner & User group, with anticipated square footages associated with each space. Space Planning Summary shall also assign a grossing factor (%) to the total net square footage to accommodate support services for the building. Support services include items such as toilets, circulation, wall thicknesses, mechanical / electrical rooms, etc.
- Project Budget development based on square footages determined by Space Planning Summary and anticipated site development costs. Project budget development shall also include estimated costs associated with project development and completion. Estimated costs include design fees, contingency, furniture & equipment, and other project associated soft costs.
- All provided programming information developed will be reviewed and approved by Owner prior to moving forward with the preliminary design concept.

4.1.1.2 – Multiple Preliminary Designs: (Included in Basic Services)

The architect shall provide preliminary design options as necessary to satisfy the Owner’s program. Multiple options may be required based on Owner’s feed back during Schematic Design phase.

4.1.1.6 – Building Information Modeling (BIM) Management Responsibilities: (Included in Basic Services)

The architect will utilize building information modeling (BIM) through REVIT software and shall be responsible for providing models to the consulting engineering firms, for their use in production of final construction plans.

4.1.1.8 – Civil Engineering: (Included in Basic Services)

Civil engineering shall include site design, stormwater design, site grading and drainage design, site utilities design and appropriate details required for each. Civil engineering does NOT include topographical surveys, geotechnical engineering or payment of state & local permits that may be required by regulatory agencies. See below for description of these supplemental services.

4.1.1.9 – Landscape Design: (Included in Basic Services)

Landscape Design shall include the design of and specifications for landscaping on the project site to meet the requirements of local jurisdictions and zoning ordinances. The Landscape design shall be included in the bid documents.

4.1.1.10 – Architectural Interior Design: (Included in Basic Services)

Architectural interior design will include a furniture layout during the schematic design phase and coordination with the Owner's selected furniture vendor during construction. Furniture selection, specifications and bidding is not provided within the architect's basic services but can be added as an additional service. Interior selection of finishes and colors for specified materials and products shall be provided by the architect. Up to two color boards, showing proposed finish items and color selections will be provided during the construction administration phase. Coordination with Owner's representative for selection of finishes is included.

4.1.1.15 -As-designed record drawings

The Architect shall provide complete set of as-designed plans and specifications, including all issued Addenda, in both hard copy and electronic formats. (2) Hard copies included.

4.1.1.20 – Architect's Coordination of the Owner's Consultants: (Included in Basic Services)

The architect shall coordinate with any outside consultants the Owner employs that are related to the project. For example, the architect shall provide an approved floor plan & electrical plan layout, including design of raceway and electrical outlet locations, in electronic format to the Owner-selected technology vendors to coordinate IT locations & electrical requirements.

AIA Document B101-2017: Exhibit B
Description of Supplemental Services

SUMMARY OF OWNER'S SUPPLEMENTAL SERVICES

AIA Contract Document B101-2017

Article 4.1.2 – Description of Supplemental Services: The following descriptions apply to the services identified in Article 4.1.1 – Supplemental Services, & as identified as being provided by the “Owner”.

4.1.1.21 – Telecommunications/Data Design:

The Owner shall select and employ a telecommunications & data vendor for the design, purchase, and installation of IT-related items. The architect shall provide raceway and electrical outlet design for all IT-related items and coordination with Owner’s consultant as part of their basic services.

4.1.1.22 – Security Evaluation and Planning:

The Owner shall select and employ a security vendor for the design, purchase, and installation of all security-related items (ie, camera systems, security equipment, etc). The architect shall provide coordination with Owner’s security consultant as part of their basic services.

4.1.1.28 – Furniture, Furnishings, and Equipment Design:

The Owner shall select and employ furniture / equipment vendor(s) as necessary for the project. The architect shall provide coordination with the Owner’s furniture / equipment vendor as part of their basic services.

APPRAISAL OF VACANT LAND



LOCATED AT

36 Lighthouse Rd
Ocracoke, NC 27960
Parcel One, Division of Island Inn Villas Property. Book 277 Page 16

FOR

Bill Rich

OPINION OF VALUE

110,000

AS OF

05/15/2018

BY

Anne Lee Baum, CDA
Anne Baum Appraisal Service
40197 Bonito Road
Avon, NC 27915
252-995-5228
anne@annebaum.com

LAND APPRAISAL REPORT

parcel one

File No.: parcel one

SUBJECT	Property Address: 36 Lighthouse Rd		City: Ocracoke		State: NC		Zip Code: 27960																																																																																
	County: Hyde		Legal Description: Parcel One, Division of Island Inn Villas Property, Book 277 Page 16																																																																																				
	Assessor's Parcel #: 9500-29-6070		Tax Year: 2018		R.E. Taxes: \$ 0		Special Assessments: \$ 0																																																																																
	Market Area Name: Ocracoke Island		Map Reference: X8 81B		Census Tract: 9201.00																																																																																		
ASSIGNMENT	Current Owner of Record: County of Hyde		Borrower (if applicable): No Borrower																																																																																				
	Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☒ Other (describe) parcel by metes/bounds		HOA: \$ 0		☐ per year ☐ per month																																																																																		
	Are there any existing improvements to the property? ☐ No ☒ Yes		If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☒ Vacant ☐ Not habitable																																																																																				
	If Yes, give a brief description: Old Telephone Booth																																																																																						
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)																																																																																						
	This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective																																																																																						
	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)																																																																																						
	Intended Use: The intended use of this vacant land report is to estimate current market value of the subject property																																																																																						
SITE DESCRIPTION	Intended User(s) (by name or type): The Intended user of this report is for Mr. Bill Rich																																																																																						
	Client: Bill Rich		Address: c/o Hyde County, P.O. Box 188 Swan Quarter NC 27885																																																																																				
	Appraiser: Anne Lee Baum, CDA		Address: P.O. Box 644 Hatteras, North Carolina 27943																																																																																				
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Market Area Comments: The One-Unit Housing takes into consideration Ocracoke Island within the past 12 month time frame. Within a 12 month time frame there have been 17 sales according to the Outer Banks MLS Service. The low price is \$147,000.00, the high price is at \$425,000.00, the median price is at \$300,000.00 and average price is \$308,000.00.																																																																																							
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Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown Have the documents been reviewed? ☐ Yes ☐ No Ground Rent (if applicable) \$ _____ / _____ Comments: _____ Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain) _____ Actual Use as of Effective Date: Vacant Land Use as appraised in this report: Vacant Land Summary of Highest & Best Use: The test of highest and best use asks if a property is legally allowable, financially feasible, maximally productive and physically possible.																																																																																							
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Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe) _____ FEMA Spec'l Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone AE FEMA Map # 37095C9500J FEMA Map Date 5/15/2003 Site Comments: See scanned survey of subject property into body of report. Per survey it appears that the adjacent lot which is parcel 2, septic drain field does encroach onto the subject site.																																																																																							

File No.: parcel one

GP LAND

ADDITIONAL COMPARABLE SALES

parcel one
File No.: parcel one

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Address	36 Lighthouse Rd Ocracoke, NC 27960	253 Lighthouse Rd # B Ocracoke, NC 27960	26 Lighthouse Rd Ocracoke, NC 27960	
Proximity to Subject		0.24 miles SW	0.01 miles E	
Sale Price	\$ na	\$ 125,000	\$ 149,000	\$
Price/ Sq.Ft.	\$ na	\$ 11.57	\$ 18.55	\$
Data Source(s)	Hyde County	OBXMLS#96798	OBXMLS#89077	
Verification Source(s)	Bk 277 pg 16	Pending Sale / Hyde County	Active Listing / Hyde County	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
		+(-) \$ Adjust	+(-) \$ Adjust	+(-) \$ Adjust
Sales or Financing	NA	pending sale	Active Listing	
Concessions	NA	under contract	Active Listing	
Date of Sale/Time	na	pending sale	Active Listing	
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	
Location	Ocracoke	Ocracoke	Ocracoke	
Site Area (in Sq.Ft.)	8,145	10,800	8,034	
Transaction Type	Arms Length	Arms Length	Arms Length	
Days exposed on MLS	5 (prior listing)	331 days exposed	984 days exposed	
footpath/Silver Lake	None	None	None	
Net Adjustment (Total, in \$)		☐ + ☒ - \$ -14,000	☐ + ☒ - \$ -18,000	☐ + ☐ - \$
Adjusted Sale Price (in \$)		\$ 111,000	\$ 131,000	\$
Summary of Sales Comparison Approach	8% other land use: This is a mix of National Park Service Land and vacant land. .			
Land to value ratio: The land to value ratio is usually larger on the Outer Banks. This is due to the area being resort in nature. The closer a home is to the water, the higher the land to value ratio. This does not hinder the marketability of the subject				
The subject will have a private septic tank and this is normal for the area. There is no public sewer available and this does not impact the marketability of the subject.				
The highest and best use of the subject is its present use which is a single family residential property. The test of highest and best use asks if a property is legally allowable, maximally productive, financially feasible and physically possible. The subject meets the test of highest and best use				
No Personal Property was included in the final estimate of value.				
The subject falls within a FEMA designated flood zone as well as every comparable in this report and this does not hinder the marketability of the subject.				
No employee, director, officer or agent of the lender, or any other third party acting as a joint venture partner, independent contractor, appraisal management company, or partner in behalf of the lender has influenced or attempted to influence the development, reporting, result or review of this assignment through coercion extortion, collusion, compensation, instruction, inducement, intimidation, bribery or in any other manner. I have not been contacted by anyone other than the intended user, borrower or designated contact to make an appointment to enter the property. I agree to immediately report any unauthorized contacts either personally by phone or electronically to vendor management.				
I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved. My compensation is not contingent on an action or event resulting from the analysis, opinion or conclusions in, or the use of, this review report. My analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.				
The subject property is located on Ocracoke Island. The island of Ocracoke is part of the Outer Banks of North Carolina. It is one of the most remote islands in the Outer Banks, as it can only be reached by the North Carolina Division of Ferry Services and small airplanes, helicopters and boats. This is part of the appeal of the area. The economy of Ocracoke Island is based almost entirely on tourism. During the winter, the population shrinks and only a few businesses remain open. During the spring, summer, and early fall, an influx of tourists occupy hotels, campgrounds and weekly rental houses. Day visitors arrive by ferry from Hatteras Island. Commercial fishing contributes to the local economy with chartered sport fishing. With easy access to the Pamlico Sound, the Atlantic Ocean and the Gulf Stream, Ocracoke offers various fishing opportunities.				
During the winter months, the island's only main employers are construction, the NC Department of Transportation and the businesses that support the small year round local population.				
As of present and within a 12 month time frame there have been a gross total of 16 vacant land sales on Ocracoke Island ranging from \$5,250 up to \$795,000.00				
There are 15 vacant sites listed for sale ranging from \$11,400 up to \$550,000				
The land sales in this report are all very close to the subject and are located on the same side of the street area of Lighthouse Road				
Sale 1 is at Lighthouse Road and settled for \$110,000.00 on 01/22/2018 and is recorded in Hyde County Register of Deeds Book 275 page 889				
Sale 2 is located at Creek Point Road and this site is basically across from the subject. Sale 2 settled on 01/28/2016 for \$96,500. Sale 2 is a much smaller size lot and contains 5318 sq.ft of land. This site is given a site size adjustments				
See addendum				

Borrower	No Borrower				
Property Address	36 Lighthouse Rd				
City	Ocracoke	County	Hyde	State	NC Zip Code 27960
Lender/Client	Bill Rich				

Sale 3 is located at Lot 2, Water Fired Road and settled on 09/01/2017 for \$145,000.00. Sale 3 has a dedicated conveyed footpath easement to Silver Lake. Based on a study with sales 1 and 2 which do not have a dedicated footpath easement to Silver Lake an adjustment of \$35,000.00 is applied to sale 3

Properties 4 and 5 are both active listings

Property 4 is under contract and is at 255 B Lighthouse Road and has been exposed on the MLS for 331 days. The list price of this site is \$125,000.00 and no further price reductions noted on the MLS.

Property 5 is beside the subject site and is at 26 Lighthouse Road and this site has been exposed on the MLS for a very long time, 990 days. The list date was on 08/04/2015 and there has not been a price reduction on this site according to the Outer Banks MLS Service.

This site like the subject has access from two roads. Lighthouse Road and Creek Point Road.

Equal weight is factored on sales 1, 2 and 3 as well as pending sale 4. As noted in report every property in this report is located in very close proximity to the subject

Subject Land Photo Page

Borrower	No Borrower				
Property Address	36 Lighthouse Rd				
City	Ocracoke	County	Hyde	State	NC Zip Code 27960
Lender/Client	Bill Rich				

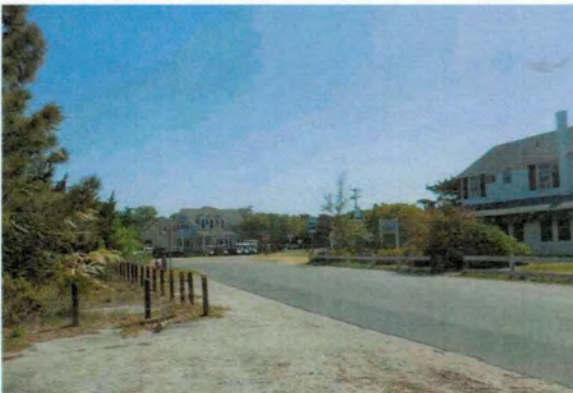


Subject Front

36 Lighthouse Rd
Sales Price na
Date of Sale na
Site Area 8,145
Location Ocracoke
Transaction Type Arms Length
Days exposed on MLS 5 (prior listing)
footpath/Silver Lake None



Subject Rear



Subject Street

Photograph Addendum

Borrower	No Borrower				
Property Address	36 Lighthouse Rd				
City	Ocracoke	County	Hyde	State	NC Zip Code 27960
Lender/Client	Bill Rich				



front view of lot



view from Creek Point Road



Street of Lighthouse Road



old phone booth on site



View of Creek Point Road



Subject Site



Street view opposite direction

Borrower	No Borrower					
Property Address	36 Lighthouse Rd					
City	Ocracoke	County	Hyde	State	NC	Zip Code 27960
Lender/Client	Bill Rich					

The Appraiser is not a Home Inspector, Surveyor, Environmental Specialist and is not to be held accountable for the services rendered by these professions. The Appraiser will not accrue the expense of permits or test on the subjects structural integrity or the quality and suitability of the site area, nor will the Appraiser order those test. They will not be in the scope of the Appraisers investigation. The Appraiser will not rely on phone calls or conversation with Hyde County, NC. Building Dept. or Health Dept., CAMA or the Army Corps of Engineers for determination of the sites suitability for development unless the permit process has been applied for and completed to render an evaluation which should be presented to the Appraiser. This will not be in the scope of the Appraisers investigation. The subject may be located in an environmental sensitive area and the Appraiser highly recommends the Client to consider this fact and to take any action deemed necessary to assure the subject property to be credible collateral. The Appraiser will not determine the suitability of whether the site is suitable for development or meets all government regulations through any expense of the Appraiser by ordering soil test or elevation certificates for site area facts which must be determined by a Professional in these matters. The Appraiser may request certain professional services within the body of the report. The report and final estimate of value will be based on the extraordinary assumption that these request have been completed. This is the responsibility of the Client.

The Appraiser has not been unduly influenced by any party with a vested interest. The Appraisers seal & signature are protected by a password.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited

The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions

Exposure Time : The time a property remains on the market. The estimated length of time the property interest being appraised would have been offered on the market prior to a hypothetical consummation of a sale at market value on the effective date of the appraisal : a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to the effective date of the appraisal. It is an adequate reasonable exposure time not only adequate, sufficient and reasonable time but also adequate, reasonable, sufficient effort based on the initial intentions of the seller & selling agency. A reasonable exposure time will be in the range of 3 ___ days to ___500___ days

Criteria for Comparable Data Utilized :

The basis for the data utilized is first based on what is the most similar and what best typified the subject, that have sold within in a reasonable time frame and proximity to the subject. Other Sales in the immediate and expanded subject neighborhood were investigated, if they are typical of the subject, they were considered, if they are not typical of the subject, they are usually only noted in the Appraisers files. The Appraiser attempted to utilize the data with the most similar quality of construction, view amenity, bedroom / bathroom count and GLA. If this criteria could not be met utilizing the most current closed market data, the Appraiser selected inferior or superior properties and made adjustments where necessary to reflect the differences between the subject and the comparable properties, (sales as well as listings). These adjustments are explained in the body of the report

This report is also based on the extraordinary assumption that the information in regards to the comparables is correct and if found not to be so, the appraiser of this report reserves the right to alter the opinions and conclusions of this report

The intended user of this report is for : Mr. Bill Rich, County Manager

The intended use of this appraisal report is for : Estimate fair market value, Vacant Land Report

Assumptions, Limiting Conditions & Scope of Work

parcel one

File No.: parcel one

Property Address: 36 Lighthouse Rd	City: Ocracoke	State: NC	Zip Code: 27960
Client: Bill Rich	Address: c/o Hyde County, P.O. Box 188 Swan Quarter NC 27885		
Appraiser: Anne Lee Baum, CDA	Address: P.O. Box 644 Hatteras NC 27943		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications & Definitions

parcel one

File No.: parcel one

Property Address: 36 Lighthouse Rd City: Ocracoke State: NC Zip Code: 27960
 Client: Bill Rich Address: c/o Hyde County, P.O. Box 188 Swan Quarter NC 27885
 Appraiser: Anne Lee Baum, CDA Address: P.O. Box 644 Hatteras NC 27943

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Bill Rich	Client Name: Bill Rich
E-Mail: brich@hydecounync.gov	Address: c/o Hyde County, P.O. Box 188 Swan Quarter NC 27885
APPRAISER	
 	
Appraiser Name: Anne Lee Baum, CDA	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Company: Anne Baum Appraisal Service	Supervisory or Co-Appraiser Name:
Phone: 252-995-5228 Fax: na	Company:
E-Mail: anne@annebaum.com	Phone: Fax:
Date Report Signed: 06/11/2018	E-Mail:
License or Certification #: A5712 State: NC	Date Report Signed:
Designation: NC State Certified Residential Appraiser, CDA	License or Certification #: State:
Expiration Date of License or Certification: 06/30/2018	Designation:
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Expiration Date of License or Certification:
Date of Inspection: 05/15/2018	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
	Date of Inspection:

Hyde County, North Carolina										ACCOUNT #	
Tax Administrator: PO Box 279, Swan Quarter, NC 27885										209656	
RECORD	CARD	PIN	MAP NUMBER								
16087	1	9500-29-6070	X8 81B								
OWNER INFORMATION											
County of Hyde											
PHYSICAL ST ADDRESS											
36 LIGHTHOUSE RD											
LEGAL DESCRIPTION											
PARCEL 1 DIVISION OF ISLAND INN VILLAS PROPERTY											
NOTES											
SALES INFORMATION											
DATE AMOUNT CODE											
5/7/2018 \$100,000 I											
LEGAL INSTRUMENTS											
DATE TYPE BOOK PAGE											
5/7/2018 D 271 16											
5/7/2018 P C 139H											
TOTAL ACRES	ROWS	ROWS	C&G	WNT	HSQFT						
0	0	0	100%	0%	0						
LISTED	REVIEWED	REVIEWED	APPEALS								
BUILDING INFORMATION											
CONSTRUCTION STYLE EXEMPT COND ROOMS BORNS											
VIRBL EFF YR RES YR DEP % DEP YR FUN DES ECO DES											
100% 100%											
BUILDING PROPERTIES											
FOUNDATION ROOF TYPE/MATERIAL WALL FINISH FLOOR FINISH FUEL TYPE											
BUILDING MULTIPLE BASEMENTS ATTIC & SUB SECTIONS											
TYPE GRADE NOTES QTY/ROW RPN % COMP											
Total Built Ins, Plumbing & Fireplace Value \$0											
POINT DATE LAST SAID											
6/1/2018 6/1/2018											
BUILDING VALUE SUMMARY											
BPCN \$0											
DEP 0%											
BCLD \$0											
CBS P/E \$0											
LCF 125% \$0											
PARCEL SUMMARY											
TOTAL BLDG VALUE \$0											
LAND VALUE \$120,000											
BLDG VALUE \$0											
APPRAISED VALUE \$120,000											
DEFERRED VALUE \$0											
TAXABLE VALUE \$120,000											
Building Replacement Cost New											

PREVIOUS VALUES		PARCEL SUMMARY	
\$0	TOTAL BLDG VALUE		\$0
\$0	LAND VALUE		\$120,000
\$0	OBLOG VALUE		\$0
\$0	APPRAISED VALUE		\$120,000
\$0	DEFERRED VALUE		\$0
\$0	TAXABLE VALUE		\$120,000

Full Page Legal Document



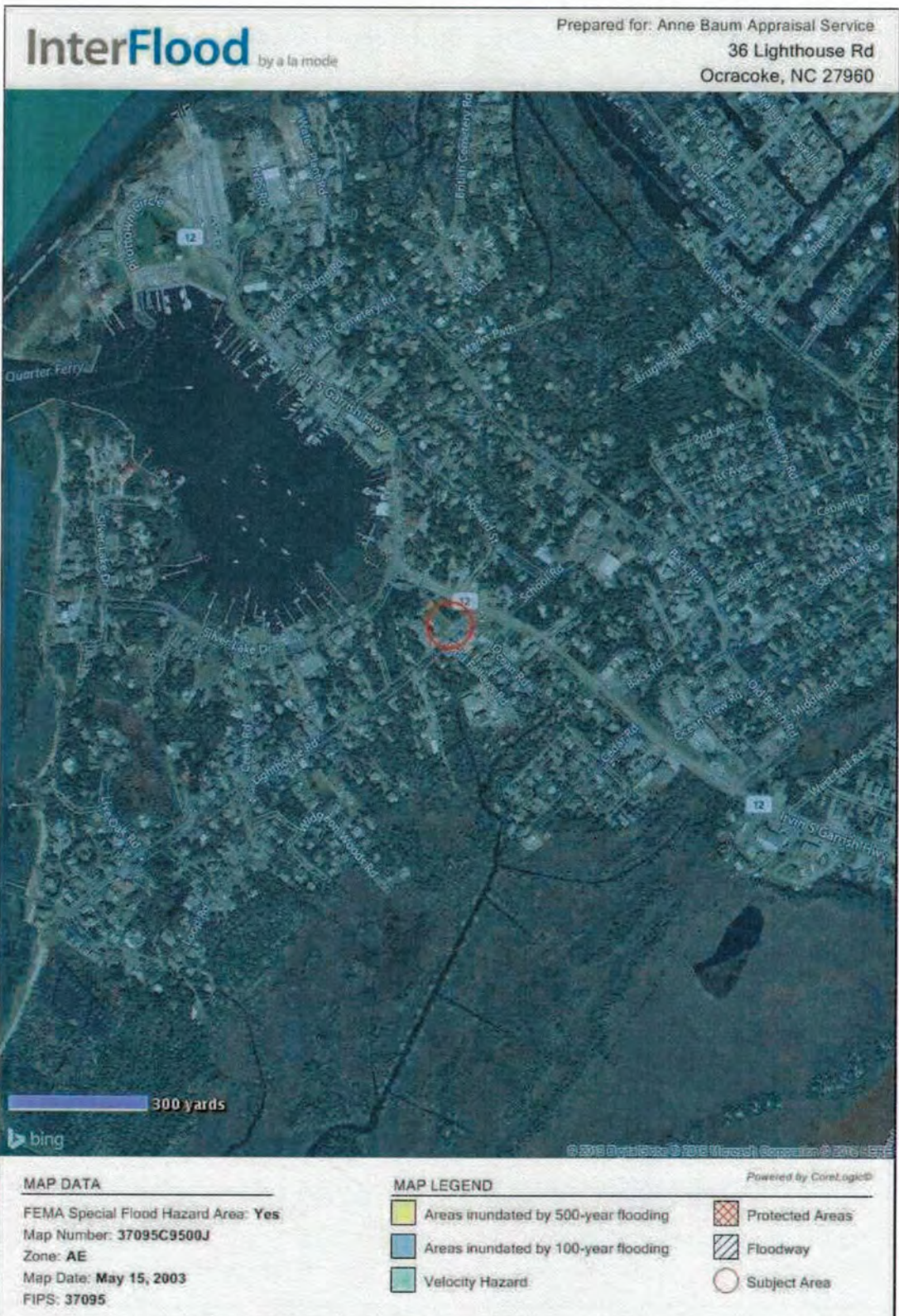
Location Map

Borrower	No Borrower						
Property Address	36 Lighthouse Rd						
City	Ocracoke	County	Hyde	State	NC	Zip Code	27960
Lender/Client	Bill Rich						



Flood Map

Borrower	No Borrower				
Property Address	36 Lighthouse Rd				
City	Ocracoke	County	Hyde	State	NC Zip Code 27960
Lender/Client	Bill Rich				



U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No. 1660-0008
Expiration Date: November 30, 2018

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A - PROPERTY INFORMATION				FOR INSURANCE COMPANY USE	
A1. Building Owner's Name COUNTY OF HYDE - EMS BUILDING				Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 36 LIGHTHOUSE ROAD				Company NAIC Number:	
City OCRACOKE		State North Carolina		ZIP Code 27960	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) NCPIN: 9500-29-6070					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>NON-RESIDENTIAL</u>					
A5. Latitude/Longitude: Lat. <u>35°11'09.2"N</u> Long. <u>75°98'11.7"W</u> Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983					
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number <u>5</u>					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) <u>N/A</u> sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>N/A</u>					
c) Total net area of flood openings in A8.b <u>N/A</u> sq in					
d) Engineered flood openings? ☐ Yes ☒ No					
A9. For a building with an attached garage:					
a) Square footage of attached garage <u>N/A</u> sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>N/A</u>					
c) Total net area of flood openings in A9.b <u>N/A</u> sq in					
d) Engineered flood openings? ☐ Yes ☒ No					
SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number HYDE COUNTY 370133			B2. County Name HYDE		B3. State North Carolina
B4. Map/Panel Number 3720950000	B5. Suffix J	B6. FIRM Index Date 09-19-2007	B7. FIRM Panel Effective/Revised Date 05-15-2003	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 6.0
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: ☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No Designation Date: _____ ☐ CBRS ☐ OPA					

ELEVATION CERTIFICATEOMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 36 LIGHTHOUSE ROAD			Policy Number:
City OCRACOKE	State North Carolina	ZIP Code 27960	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

- C1. Building elevations are based on: ☒ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

- C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO.
Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: NCGS NETWORK 06/05/2018 Vertical Datum: NAVD 1988

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

- | | | | |
|---|------|--|---------------------------------|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor) | 7.0 | ☒ feet | ☐ meters |
| b) Top of the next higher floor | 16.0 | ☒ feet | ☐ meters |
| c) Bottom of the lowest horizontal structural member (V Zones only) | N/A | ☐ feet | ☐ meters |
| d) Attached garage (top of slab) | N/A | ☐ feet | ☐ meters |
| e) Lowest elevation of machinery or equipment servicing the building
(Describe type of equipment and location in Comments) | 7.0 | ☒ feet | ☐ meters |
| f) Lowest adjacent (finished) grade next to building (LAG) | 3.7 | ☒ feet | ☐ meters |
| g) Highest adjacent (finished) grade next to building (HAG) | 3.8 | ☒ feet | ☐ meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support | N/A | ☐ feet | ☐ meters |

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No ☐ Check here if attachments.

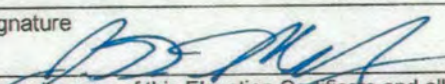
Certifier's Name J.H. MILLER, JR.	License Number L-4958
--------------------------------------	--------------------------

Title PLS

Company Name J.H. MILLER, JR. LAND SURVEYING

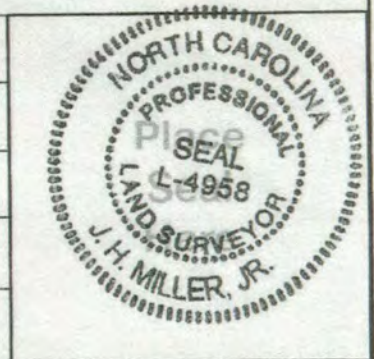
Address 109 MARKET STREET

City HERTFORD	State North Carolina	ZIP Code 27944
------------------	-------------------------	-------------------

Signature 	Date 06-18-2018	Telephone (252) 426-1000	Ext.
--	--------------------	-----------------------------	------

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)



ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 36 LIGHTHOUSE ROAD			Policy Number:
City OCRACOKE	State North Carolina	ZIP Code 27960	Company NAIC Number

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 36 LIGHTHOUSE ROAD			Policy Number:	
City OCRACOKE	State North Carolina	ZIP Code 27960	Company NAIC Number	
SECTION G – COMMUNITY INFORMATION (OPTIONAL)				
The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.				
G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)				
G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.				
G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.				
G4. Permit Number		G5. Date Permit Issued		G6. Date Certificate of Compliance/Occupancy Issued
G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement				
G8. Elevation of as-built lowest floor (including basement) of the building: _____			☐ feet ☐ meters Datum _____	
G9. BFE or (in Zone AO) depth of flooding at the building site: _____			☐ feet ☐ meters Datum _____	
G10. Community's design flood elevation: _____			☐ feet ☐ meters Datum _____	
Local Official's Name		Title		
Community Name		Telephone		
Signature		Date		
Comments (including type of equipment and location, per C2(e), if applicable)				
☐ Check here if attachments.				

ELEVATION CERTIFICATE**BUILDING PHOTOGRAPHS**

See Instructions for Item A6.

OMB No. 1660-0008

Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.**FOR INSURANCE COMPANY USE**Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
36 LIGHTHOUSE ROAD

Policy Number:

City
OCRACOKEState
North CarolinaZIP Code
27960

Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.



Photo One

Photo One Caption SITE VIEW - 06/07/18

Clear Photo One

Photo Two

Photo Two Caption

Clear Photo Two

ELEVATION CERTIFICATE**BUILDING PHOTOGRAPHS**

Continuation Page

OMB No. 1660-0008

Expiration Date: November 30, 2018

IMPORTANT: In these spaces, copy the corresponding information from Section A.**FOR INSURANCE COMPANY USE**Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
36 LIGHTHOUSE ROAD

Policy Number:

City
OCRACOKEState
North CarolinaZIP Code
27960

Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Photo Three

Photo Three

Photo Three Caption

Clear Photo Three

Photo Four

Photo Four

Photo Four Caption

Clear Photo Four

NORTH CAROLINA, HYDE COUNTY

I, REVIEW OFFICER OF HYDE COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER

CERTIFICATE OF ACCURACY

I, J.H. MILLER, JR., CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION: DEED DESCRIPTION RECORDED IN D.B. 277, PG. 16; THAT BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN N/A; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 +/-; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA 21 NCAC 56.1600.

WITNESS MY ORIGINAL SIGNATURE, REG. NUMBER, AND SEAL

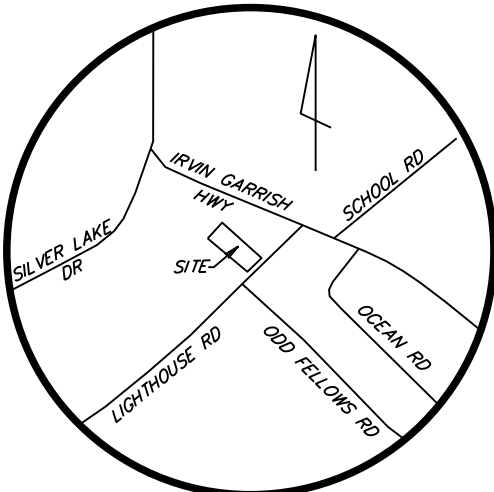
THIS DAY OF , 20.

J.H. MILLER, JR.
LAND SURVEYING
109 MARKET STREET
HERTFORD, NC 27944
PROFESSIONAL LAND SURVEYOR # L-4958
Phone: (252) 428-1000
E-Mail: jhmiller@jhsurveying.com
www.jhmillerjhsurveying.com

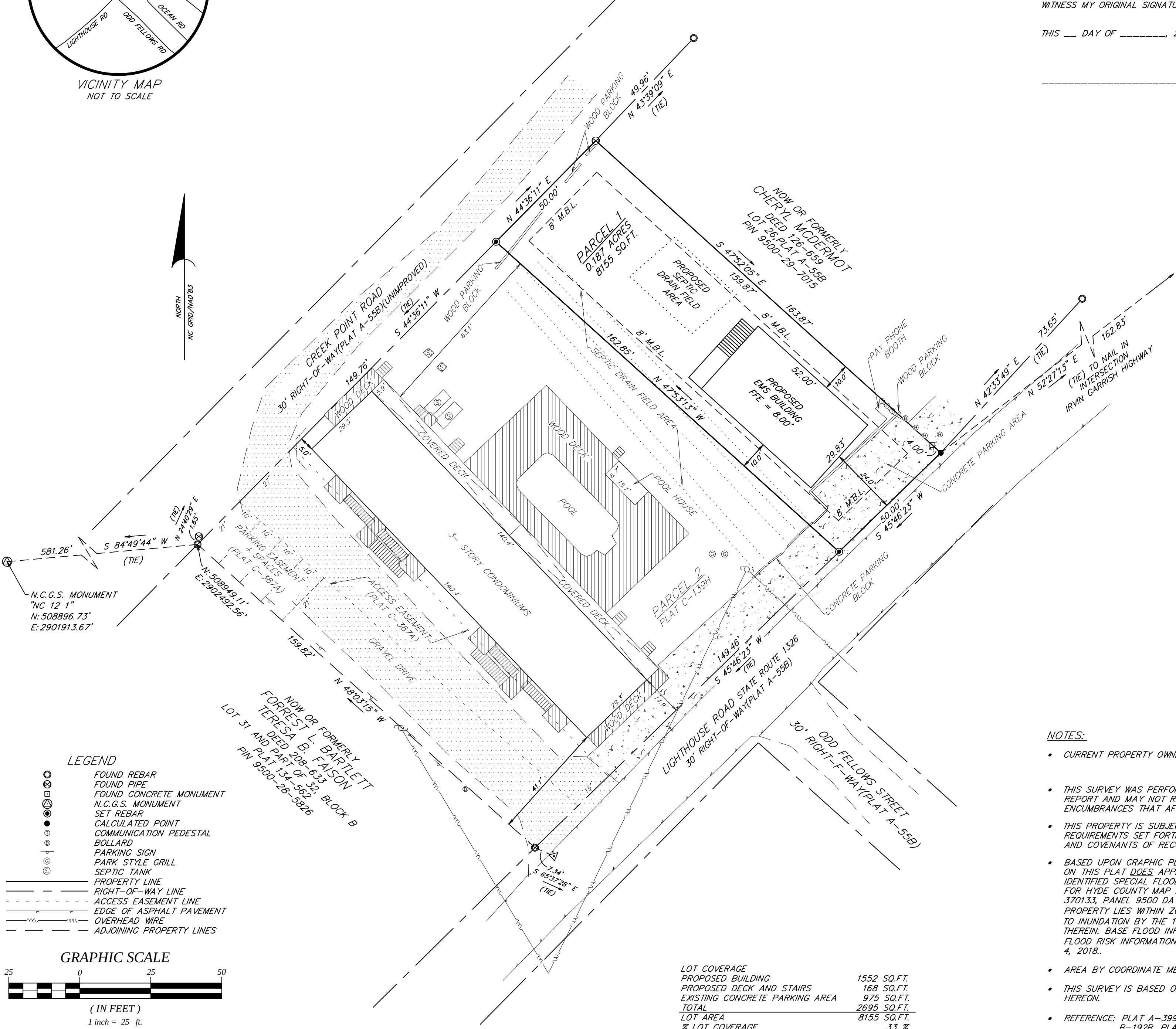
PRELIMINARY PLAT
NOT FOR RECORDING, CONVEYANCES OR SALES

SITE PLAN OF
PROPOSED EMS BUILDING
#36 LIGHTHOUSE ROAD
PARCEL 1, PLAT C-139H - PIN 9500-29-7015

NORTH CAROLINA
HYDE COUNTY
OCCRACOKE TOWNSHIP



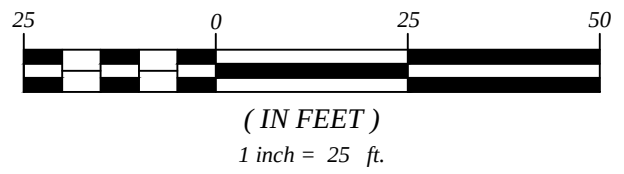
VICINITY MAP
NOT TO SCALE



LEGEND

- FOUND REBAR
- FOUND PIPE
- FOUND CONCRETE MONUMENT
- N.C.G.S. MONUMENT
- SET REBAR
- CALCULATED POINT
- COMMUNICATION PEDESTAL
- BOLLARD
- PARKING SIGN
- PARK STYLE GRILL
- SEPTIC TANK
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- ACCESS EASEMENT LINE
- EDGE OF ASPHALT PAVEMENT
- OVERHEAD WIRE
- ADJOINING PROPERTY LINES

GRAPHIC SCALE



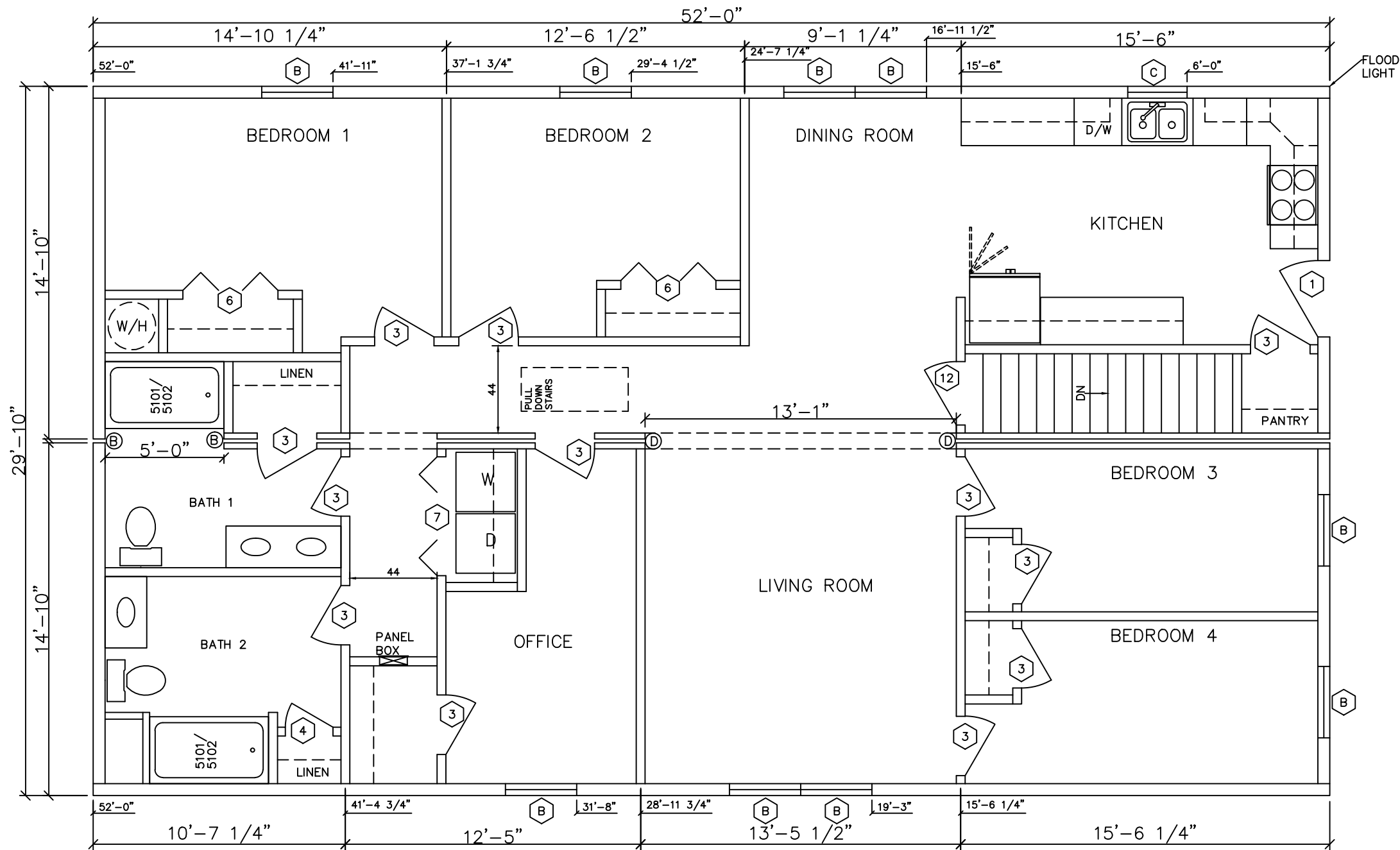
LOT COVERAGE	
PROPOSED BUILDING	1552 SQ.FT.
PROPOSED DECK AND STAIRS	168 SQ.FT.
EXISTING CONCRETE PARKING AREA	975 SQ.FT.
TOTAL	2695 SQ.FT.
LOT AREA	8155 SQ.FT.
% LOT COVERAGE	33 %

NOTES:

- CURRENT PROPERTY OWNER: COUNTY OF HYDE
30 OYSTER CREEK ROAD
SWAN QUARTER, NC 27960
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT REFLECT ALL EASEMENTS RESTRICTIONS OR ENCUMBRANCES THAT AFFECT THE PROPERTY.
- THIS PROPERTY IS SUBJECT TO ALL SETBACK AND EASEMENT REQUIREMENTS SET FORTH BY HYDE COUNTY ZONING ORDINANCE AND COVENANTS OF RECORD.
- BASED UPON GRAPHIC PLOTTING ONLY, THE PROPERTY DELINEATED ON THIS PLAT DOES APPEAR TO BE LOCATED WITHIN A FEMA IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO F.I.R.M. FOR HYDE COUNTY MAP NUMBER 3720950000J, COMMUNITY ID NO. 370133, PANEL 9500 DATED EFFECTIVE MAY 15, 2003. THE PROPERTY LIES WITHIN ZONE "AE(ELEVATION 6.0)'" "AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD" AS DEFINED THEREIN. BASE FLOOD INFORMATION WAS OBTAINED FROM THE FLOOD RISK INFORMATION SYSTEM "HTTP://FRIS.NC.GOV/FRIS" APRIL 4, 2018.
- AREA BY COORDINATE METHOD ALL DISTANCES HORIZONTAL GROUND.
- THIS SURVEY IS BASED ON FOUND MONUMENTATION AS SHOWN HEREON.
- REFERENCE: PLAT A-399A-E(SUBJECT), PLAT A-55B, PLAT B-192B, PLAT C-387.

PROJECT NUMBER	J18157
DRAWN BY	GSB
CHECKED BY	JHM
DATE	2018-6-17
REVISIONS	
SCALE:	1" = 25'
SHEET	1 OF 1

Exhibit F



DOOR SCHEDULE		R.O.	WINDOW SCHEDULE (FOR GLAZING SEE I1)		R.O.	COLUMN SUPPORT
1	36"x80" EXTERIOR	38"x82 3/8"	A	30"x60"	30 1/4"x60 1/4"	(A) 2-2x3'S (E) 6-2x3'S (B) 3-2x3'S (C) 4-2x3'S (D) 5-2x3'S AREA 1st FLOOR 1551 SQ. FT.
2	32"x80" EXTERIOR	34"x82 3/8"	B	36"x60" EGRESS	36 1/4"x60 1/4"	
3	30"x80" INTERIOR	32"x82 3/8"	C	30"x36	30 1/4"x36 1/4"	
4	24"x80" INTERIOR	26"x82 3/8"	D	24"x48"	24 1/4"x48 1/4"	
5	72"x80" SG GLASS DOOR	72"x80"	E	42"x34" BLOCK SAFETY GLAZED	42 1/4"x34 1/4"	
6	48"x80" BIFOLD	50"x82 3/8"	F	30"x15" ROUND	30 1/4"x15 1/4"	NOTE ALL WINDOWS: SHGC: 0.27 U:0.32 NOTES: 1. SEE ENERGY CALCULATIONS FOR NOTE: ALLOWABLE WINDOW/DOOR OPTION ALL 1st AND 2nd FLOOR WINDOWS SHALL BE INSTALLED WITH THE LOWEST COMBINATIONS. 2. SEE DESIGN CONFIGURATION FOR PART OF THE CLEAR OPENING LOCATED GREATER THAN 24" ABOVE THE FLOOR. IF THIS REQUIREMENT IS NOT MET HOLMES BUILDING WILL INSTALL A FALL PROTECTION DEVISE. IF ANY OF THE 1st FLOOR WINDOWS ARE GREATER THAN 72" ABOVE GRADE, THE FALL PROTECTION DEVISE WILL BE INSTALLED ON-SITE BY OTHERS. SUBJECT TO LOCAL APPROVAL. HEADERS IN THE DESIGN MANUAL. 3. SEE PAGE MMS1 AND MMS2 IN THE DESIGN MANUAL FOR PLUMBING FIXTURE SCHEDULE.
7	60"x80" BIFOLD	62"x82 3/8"	G	30"x60" SAFETY GLAZED	30 1/4"x60 1/4"	
8	72"x80" ATRIUM DOOR	75 1/2"x82 1/4"	H	46"x60" SAFETY GLAZED	46 1/4"x60 1/4"	
9	32"x80" EXTERIOR	34"x82 3/8"	I	14"x68" SAFETY GLAZED	14 1/4"x68 1/4"	
10	20"x80" INTERIOR	22"x82 3/8"	J	36"x60" EGRESS	36 1/4"x60 1/4"	
11	36"x80" INTERIOR	38"x82 3/8"	K	36"x62" EGRESS	36 1/4"x62 1/4"	
12	32"x80" SOLID INTERIOR	34 1/2"x82 3/8"	L	30"x54" DORMER	30 1/4"x54 1/4"	
13	72"x80" FRENCH DOOR	74 1/2"x82 1/4"	M	36"x68" EGRESS	36 1/4"x68 1/4"	
			N	36"x66" EGRESS	36 1/4"x66 1/4"	
			O	36"x36"	36 1/4"x36 1/4"	
			P	32"x54" DORMER	32 1/4"x54 1/4"	
			Q	24"x60"	24 1/4"x60 1/4"	

GENERAL NOTES:

- 1. THIS UNIT MUST BE CONNECTED TO A PUBLIC WATER SUPPLY AND SEWER SYSTEM IF THESE ARE AVAILABLE.
- 2. CONSTRUCTION TYPE: VB
- 3. DESIGNED FLOOR LIVE LOAD: 100 P.S.F.
- 4. DESIGNED GROUND SNOW LOAD: 30 P.S.F.
- 5. DESIGNED ROOF LIVE LOAD: 20 P.S.F.
- 6. DESIGNED WIND VELOCITY: 130 M.P.H. EXPOSURE "C"
- 7. OCCUPANCY CLASSIFICATION: R2
- 8. MIN. HALLWAY WIDTH IS 36"
- 9. ALL GLASS IN DOORS, SIDELIGHTS, TUB, SHOWER ENCLOSURES SHALL BE SAFETY GLAZED.
- 10. INTERIOR DOORS SHALL BE UNDERCUT 1" A.F.F. OR EQUAL RETURN AIR GRILLS INSTALLED.
- 11. BUILDING ADEQUATE FOR THERMAL ZONES 3
- 12. THIS BUILDING IS DESIGNED FOR N.C. COASTAL HIGH HAZARD OR OCEAN HAZARD AREAS.
- 13. SEISMIC CATEGORY "C"
- 14. MEAN ROOF HEIGHT: 25' 2"

THESE PLANS HAVE BEEN PROCESSED BY RADCO FOR THE FOLLOWING STATE(S)

NORTH CAROLINA

NORTH CAROLINA ADOPTED CODES:
NORTH CAROLINA BUILDING CODE, 2012 EDITION
NORTH CAROLINA PLUMBING CODE, 2012 EDITION
NORTH CAROLINA MECHANICAL CODE, 2012 EDITION
2017 NATIONAL ELECTRIC CODE W 2017 NC AMENDMENTS

NOTE FOR ADA REQUIREMENTS:

THIS BUILDING IS DESIGNED FOR WORKERS WHO PROVIDE HEAVY LABOR FOR EMERGENCY MEDICAL SERVICES. THIS WORK IS EXTREMELY PHYSICAL. IT WOULD BE IMPRACTICAL FOR DISABLED INDIVIDUALS TO PERFORM THIS WORK. THEREFORE THIS BUILDING HAS BEEN EXEMPTED FROM THE STATE ACCESSIBILITY REQUIREMENTS.

DRAWING INDEX

DWG NUMBER	DESCRIPTION
MP-5.0	FLOOR PLAN
MP-5.0A	SHEAR WALL
MP-5.1	ELECTRICAL
MP-5.1.1.1	ELECTRICAL CALC'S
MP-5.3	DRAIN WASTE AND VENT
MP-5.4	WATER SUPPLY
MP-5.4.1	PLUMBING NOTES
MP-5.5	ENERGY CALC'S
MP-9.0	FOUNDATION
MP-12.0	CROSS SECTION
MP-13.0-13.1	ELEVATIONS
SEE ATTACHED	CALCULATIONS

ATTENTION LOCAL INSPECTIONS DEPARTMENT:

*SET-UP INSTRUCTIONS FOR THIS MODULAR ARE ATTACHED TO THESE PLANS. ANY PLANS SET WHICH DOES NOT INCLUDE AN ATTACHMENT ENTITLED "HOLMES BUILDING SYSTEM RESIDENTIAL MODULAR SET-UP INSTRUCTIONS ARE INCOMPLETE.

*IF THIS STRUCTURE IS IN A THERMAL ZONE MORE STRINGENT THAN LISTED ON THESE PLANS, IS SET ON PILINGS, OR IS INSTALLED AT A MOUNTAIN REGION SITE SUCH THAT WIND OR OTHER DESIGN PARAMETERS ARE INCREASED, THE DESIGN MUST BE DETERMINED TO BE ADEQUATE FOR ACTUAL SITE CONDITIONS. ALTERATIONS MAY BE REQUIRED TO BRING THE HOME INTO COMPLIANCE WITH THE MORE STRINGENT CONDITIONS.

*NOTE: THE INFORMATION FOR THIS PLAN IS BASED ON Vasd-130 MPH(MAX); EXPOSURE "C"; AND 30PSF GROUND SNOW LOAD(MAX)

ATTENTION LOCAL INSPECTIONS DEPT.

THE FOLLOWING ITEMS HAVE NOT BEEN COMPLETED BY HOLMES BUILDING SYSTEMS, HAVE NOT BEEN INSPECTED BY RADCO AND ARE NOT CERTIFIED BY THE STATE MODULAR LABEL. CODE COMPLIANCE MUST BE DETERMINED AT THE LOCAL LEVEL.

- 1. ELECTRICAL FIXTURE (CEILING FANS) INST.
- 2. CHIMNEY TERMINATION COMPLETION.
- 3. STORM DOORS
- 4. V-BOX FOR HEATING SYSTEM INSTALLED BY OTHERS
- 5. GAS PIPING (IF APPLICABLE).
- 6. PLUMBING BELOW THE FLOOR.
- 7. PLUMBING TESTS.
- 8. FOUNDATION.
- 9. EXTERIOR SIDING ON ENDWALL WILL BE COMPLETED ON-SITE.
- 10. EXTERIOR HARDIE SIDING IF APPLICABLE WILL BE PAINTED AND SEALED ON-SITE.
- 11. ROOF SHINGLES WILL BE COMPLETED ON-SITE.
- 12. ATTIC VENTILATION WILL BE COMPLETED ON-SITE.
- 13. SERVICE ENTRANCE PANELS, DISCONNECTS, CONDUCTORS AND FEEDERS TO BE SIZED AND INSTALLED BY OTHERS.
- 14. HVAC TO BE INSTALLED ON-SITE BY OTHERS. (ASSUMED 10KVA HVAC MAX)
- 15. GABLE CONSTRUCTION TO BE COMPLETED ON-SITE.
- 16. CLOTHES DRYER TO BE INSTALLED ON-SITE BY OTHERS: FOR NORTH CAROLINA EXHAUST VENT INSTALLATION REQUIREMENTS. REFER TO PAGE MII-36.
- 17. AIR INFILTRATION BARRIER AT MATELINE: SEE PAGE MP-12.0
- 18. FIRE BLOCKING AT MATELINES - SEE PAGES MP-12.0
- 19. EXTERIOR DOORS USED FOR LIGHT AND VENT MUST HAVE AN INSECT SCREEN.
- 20. RODENT PROOFING TO BE COMPLETED ON-SITE BY OTHERS REFER TO PAGE PL-11A (SEE ATTACHMENT)
- 21. FOR ADDITIONAL TIE-DOWN REQUIREMENTS REFER TO PAGE MP-5.0A, TO BE DESIGNED AND INSTALLED BY OTHERS.
- 22. SPRINKLER SYSTEM
- 23. PLUMBING VENT TERMINATIONS
- 24. COLLAR TIES AND DORMERS

APPROVED RADCO APPROVED
Jun 27, 2018
H. Scott Hall

REVISIONS:	PREPARED BY:	HOLMES BUILDING SYSTEMS, LLC	TITLE: COVER PAGE	PROJECT NO:
DATE:6/21/18	SARAH VOELKER		MODEL: 30x50 LAND HOME MART-HYDE CO. EMS	DRAWING NO: CVR

1. FOUNDATION TO BE DESIGNED BY OTHERS PER 2012 NORTH CAROLINA RESIDENTIAL BUILDING CODE INCLUDING CHAPTERS 45 "HIGH WIND ZONES" AND CHAPTER 46 "COASTAL AND FLOOD PLAIN CONSTRUCTION STANDARDS" SUBJECT TO LOCAL APPROVAL.

2. ALL ONE AND TWO FAMILY DWELLINGS IN THE AREA IDENTIFIED AS COASTAL HIGH HAZARD AREAS OR OCEAN HAZARD AREAS SHALL BE CONSTRUCTED ON A PILE FOUNDATION OF WOOD OR CONCRETE(2012NC4603.1).

3. CONCRETE PILES: TO BE INSTALLED PER CHAPTER 18(2012NC4603.2). SHALL BE DESIGNED BY OTHERS.

4. SPACING OF WOOD PILES: SHALL BE DESIGNED BY OTHERS IN COMPLIANCE WITH SECTION 4603.

5. THE LOWEST STRUCTURAL MEMBER EXCLUDING THE PILES AND BRACING SUPPORTING THE LOWEST HABITABLE FLOOR IN THE HIGH HAZARD AREAS AND OCEAN HAZARD AREA, SHALL BE ELEVATED ABOVE THE BASE FLOOD ELEVATION(2012NC4604.1).

6. ALL FASTENERS MUST COMPLY WITH THE REQUIREMENTS OF TABLE 4505.5: CORROSION RESISTANCE(2012NC4605.5).

7. ROOF COVERINGS:

A) ATTACHING DEVISE SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION OR BE OF OTHER SUITABLE CORROSION RESISTANCE MATERIAL.

B) ALL BUTT OR TABS ON ROOF SHINGLES SHALL BE SECURELY SPOTTED OR TABBED WITH PLASTIC FIBROUS, ASPHALTIC CEMENT, OR ANCHORED.

C) ALL ROOF COVERING SHALL BE CLASS (A OR B OR C). (2012NC4605.7)

8. STRUCTURAL WOOD PANELS: BLOCKING SHALL BE INSTALLED IF LESS THAN 50% OF THE WALL LENGTH IS SHEATHED. WHERE BLOCKING IS REQUIRED, ALL PANELS SHALL BE FASTENED AT 3 INCHES ON CENTER ALONG THE EDGES AND 6 INCHES ON CENTER AT INTERMEDIATE FRAMING. IF A WALL IS SHEATED LESS THAN 25% OF ITS LENGTH, THEN THAT WALL SHALL BE DESIGNED IN ACCORDANCE WITH APPROVED ENGINEERING PRACTICES.(2012NC4506.2)

9. GABLE END WALLS: SHALL EITHER BE SUPPORTED BY LATERAL BRACING AT THE CEILING OR HAVE CONTINUOUS STUDS FROM THE FLOOR TO THE ROOF.(2012NC4506.3)

10. LATERAL SUPPORT AT CEILING: WHERE STUDS ARE NOT CONTINUOUS, THE CEILING MUST BE USED TO SUPPORT THE ENDWALL. 2x4 LATERAL BRACING SHALL BE INSTALLED ON TOP OF THE CEILING JOIST OR TRUSS BOTTOM CHORDS AT 8FOOT ON CENTER AND EXTEND 8 FEET INWARD FROM THE GABLE ENDWALL, (2012NC4406.4 SEE FIGURE 4506.7(A))

11. OVERHANG AT ENDWALLS: THE OVERHANG IS LIMITED TO 12 INCHES WHERE A LADDERED SOFFIT IS INSTALLED. THE OVERHANG MAY BE INCREASED TO 24 INCHES WHERE OUTLOOKERS ARE ARE FRAMED OVER A DROPPED ENDWALL INTO THE FIRST RAFTER OR TRUSS.(2012NC4506.7) SEE FIGURE 4506.7(A & B)

12. ROOF SHEATHING ATTACHMENT: THE ROOF SHEATHING PANEL EDGES SHALL BE BLOCKED AND NAILED AT THE END TWO RAFTER OR TRUSSES SPACES (2012NC4506.8) SEE FIGURE 4506.8

EXCEPTION: THE PANEL EDGES NEED NOT BE BLOCKED WHERE 2x4 DIAGONAL BRACES ARE FRAMED FROM THE TOP OF THE ENDWALL TO THE LATERAL BRACING AT THE CEILING

13. WOOD FRAMED WALL CONSTRUCTION: WOOD STRUCTURAL PANEL SHEATHING INCLUDING ENDWALL SHEATHING SHALL EXTEND 12 INCHES BEYOND CON-
STRUCTION JOINTS AND SHALL OVERLAP GIRDERS THEIR FULL DEPTH. PANELS MAY BE INSTALLED WITH FACE GRAIN EITHER PARALLEL OR PERPENDICULAR TO STUD.(2012NC4605.3)SEE FIGURE 4605.3(A & B). ALTERNATE APPROVED METHODS ON THE DESIGN MANUAL MAY ALSO APPLY.

14. ALL METAL CONNECTORS AND FASTENERS OUTSIDE OF CONDITIONED SPACE SHALL BE HOT DIP GALVANIZED STEEL AFTER FABRICATION AND MEET ASTMA153. EXPOSED METAL CONNECTORS, SUCH AS TIE DOWN STRAPS ON PORCHES, DECKS, AND AREAS UNDER THE STRUCTURE SHALL BE A MINIMUM OF $\frac{3}{16}$ INCHES THICK, AND SHALL BE HOT DIP GALVANIZED AFTER FABRICATION AND MEET ASTM123 OR ASTM153. STAINLESS STEEL LIGHT GAGE METAL CONNECTORS SHALL BE PERMITTED IN EXPOSED OR PARTIALLY EXPOSED LOCATION. METAL CONNECTORS OF APPROVED EQUIVALENT CORROSION RESISTENT MATERIAL MAY BE ACCEPTED.SEE TABLE4605.5(2012NC4605.5)

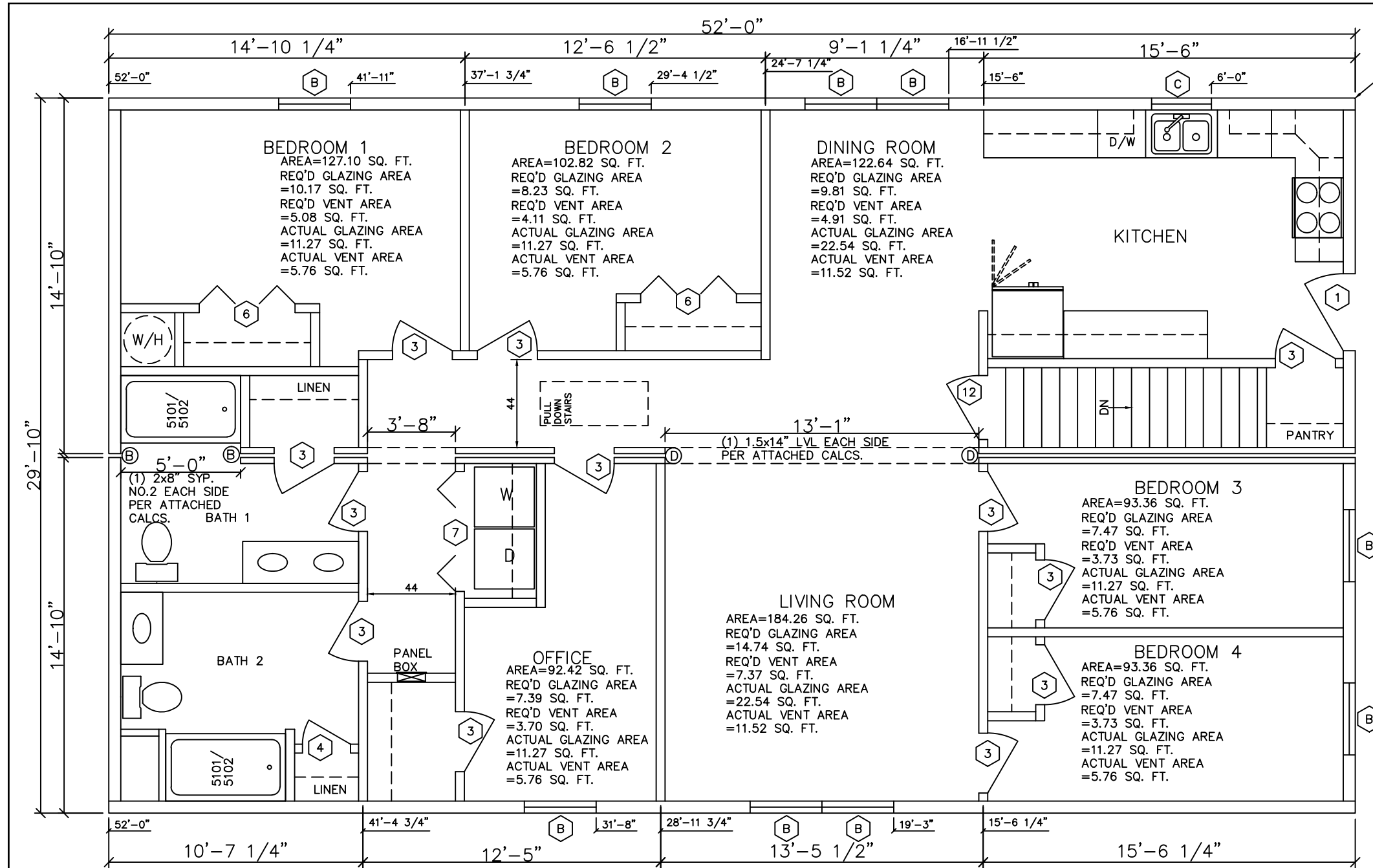
15. INSULATION: INSTALLATION IN FLOOR IN BUILDING ELEVATED ON PILING SHALL BE HELD IN PLACE WITH PLYWOOD WITH EXTERIOR GLUE OR OTHER MATERIAL APPROVED BY THE BUILDING INSPECTOR.(2012NC4605.8)
- APPROVED

RADCO

Jun 27, 2018

H. Scott Hall

APPROVED
- | | | | | | |
|---------------|--------------------|---------------------|------------------------------|--|-------------------|
| REVISIONS: D | SCALE: 3/16"=1'-0" | APPROVED BY: | HOLMES BUILDING SYSTEMS, LLC | TITLE: COVER PAGE B | PROJECT NO: |
| DATE: 5/21/18 | DATE: 6/21/18 | DRAWN BY: STEVEN A. | | MODEL: 30x50 LAND HOME MART-HYDE CO. EMS | DRAWING NO: CVR-B |



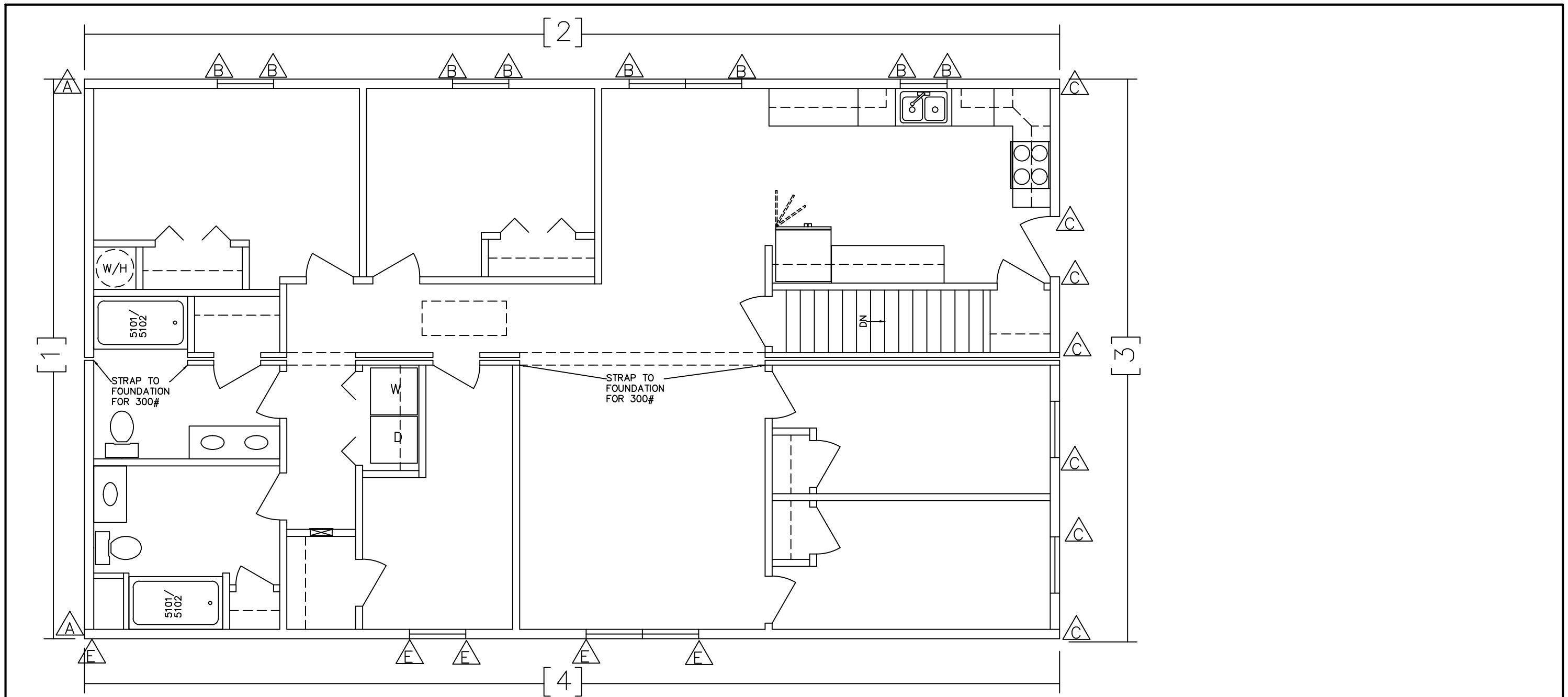
NOTE FOR ADA REQUIREMENTS:
THIS BUILDING IS DESIGNED FOR WORKERS WHO PROVIDE HEAVY LABOR FOR EMERGENCY MEDICAL SERVICES. THIS WORK IS EXTREMELY PHYSICAL. IT WOULD BE IMPRACTICAL FOR DISABLED INDIVIDUALS TO PERFORM THIS WORK. THEREFORE THIS BUILDING HAS BEEN EXEMPTED FROM THE STATE ACCESSIBILITY REQUIREMENTS.
NOTE:
SPRINKLER SYSTEM TO BE INSTALLED ON-SITE BY OTHERS. SUBJECT TO LOCAL APPROVAL.

FLOOR JOISTS TO BE DOUBLE 2x10" SYP NO.2, 12" O.C. CONNECT JOIST ENDS W/JOIST HANGERS OR (8) 16D (0.162) NAILS 3.5IN LONG FROM BAND TO JOIST.

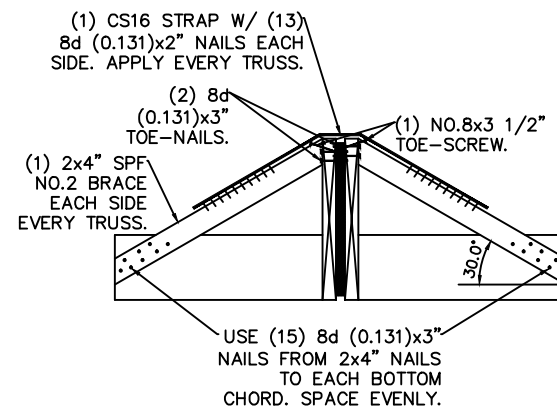
DOOR SCHEDULE		R.O.	WINDOW SCHEDULE (FOR GLAZING SEE I1)		R.O.	COLUMN SUPPORT
1	36"x80" EXTERIOR	38"x82 3/8"	A	30"x60"	30 1/4"x60 1/4"	(A) 2-2x3'S (E) 6-2x3'S (B) 3-2x3'S (C) 4-2x3'S (D) 5-2x3'S AREA
2	32"x80" EXTERIOR	34"x82 3/8"	B	36"x60" EGRESS	36 1/4"x60 1/4"	
3	30"x80" INTERIOR	32"x82 3/8"	C	30"x36	30 1/4"x36 1/4"	
4	24"x80" INTERIOR	26"x82 3/8"	D	24"x48"	24 1/4"x48 1/4"	1st FLOOR 1551 SQ. FT.
5	72"x80" SG GLASS DOOR	72"x80"	E	42"x34" BLOCK SAFETY GLAZED	42 1/4"x34 1/4"	
6	48"x80" BIFOLD	50"x82 3/8"	F	30"x15" ROUND	30 1/4"x15 1/4"	
7	60"x80" BIFOLD	62"x82 3/8"	G	30"x60" SAFETY GLAZED	30 1/4"x60 1/4"	NOTE ALL WINDOWS: SHGC: 0.27 U:0.32
8	72"x80" ATRIUM DOOR	75 1/2"x82 1/4"	H	46"x60" SAFETY GLAZED	46 1/4"x60 1/4"	
9	32"x80" EXTERIOR	34"x82 3/8"	I	14"x68" SAFETY GLAZED	14 1/4"x68 1/4"	
10	20"x80" INTERIOR	22"x82 3/8"	J	36"x60" EGRESS	36 1/4"x60 1/4"	NOTES: 1. SEE ENERGY CALCULATIONS FOR ALLOWABLE WINDOW/DOOR OPTION COMBINATIONS. 2. SEE DESIGN CONFIGURATION FOR HEADERS IN THE DESIGN MANUAL. 3. SEE PAGE MMS1 AND MMS2 IN THE DESIGN MANUAL FOR PLUMBING FIXTURE SCHEDULE.
11	36"x80" INTERIOR	38"x82 3/8"	K	36"x62" EGRESS	36 1/4"x62 1/4"	
12	32"x80" SOLID INTERIOR	34 1/2"x82 3/8"	L	30"x54" DORMER	30 1/4"x54 1/4"	
13	72"x80" FRENCH DOOR	74 1/2"x82 1/4"	M	36"x68" EGRESS	36 1/4"x68 1/4"	NOTE: ALL 1st AND 2nd FLOOR WINDOWS SHALL BE INSTALLED WITH THE LOWEST PART OF THE CLEAR OPENING LOCATED GREATER THAN 24" ABOVE THE FLOOR. IF THIS REQUIREMENT IS NOT MET HOLMES BUILDING WILL INSTALL A FALL PROTECTION DEVISE. IF ANY OF THE 1st FLOOR WINDOWS ARE GREATER THAN 72" ABOVE GRADE, THE FALL PROTECTION DEVISE WILL BE INSTALLED ON-SITE BY OTHERS. SUBJECT TO LOCAL APPROVAL.
			N	36"x66" EGRESS	36 1/4"x66 1/4"	
			O	36"x36"	36 1/4"x36 1/4"	
			P	32"x54" DORMER	32 1/4"x54 1/4"	
			Q	24"x60"	24 1/4"x60 1/4"	

NOTE:
ALL BEDROOM WALLS TO BE INSULATED.
NOTE:
ANY REQUIREMENTS FOR WHOLE HOUSE VENTILATION SYSTEMS ARE TO BE MET AND PROVIDED ON SITE BY OTHERS PER LOCAL CODE AND ARE NOT THE RESPONSIBILITY OF HOLMES BUILDING SYSTEMS.

APPROVED RADCO Jun 27, 2018 H. Scott Hall APPROVED



BEAM BRACING DETAIL:



NOTE:
ALL WALLS 7/16" OSB FASTEN W/8d (.131)x2.5" NAILS **SEE LEGEND BELOW FOR SPACING
*USE DOUBLE 2x MEMBER EDGES (MIN 3" FRAME SUPPORT). STAGGER EDGE FASTENERS.

[1]	(130MPH)7/12 EDGES 4" O.C.-FIELD 8" O.C.
[2]	(130MPH)7/12 EDGES 6" O.C.-FIELD 8" O.C.
[3]	*(130MPH)7/12 EDGES 2" O.C.-FIELD 8" O.C.
[4]	(130MPH)7/12 EDGES 6" O.C.-FIELD 8" O.C.

ROOFS: 7/12 130MPH
STRAP ACROSS FASCIA JOINTS FOR 4,351#
UNBLOCKED-7/16" OSB FASTEN EDGES WITH 8dx2" NAILS 6" O.C. AND FIELD 12" O.C.,
FASTEN BOUNDARY 6" O.C. BLOCKED 4' EACH END -7/16" OSB FASTEN EDGES WITH 8dx2" NAILS 6" O.C. AND FIELD 12" O.C. FASTEN BOUNDARY 4" O.C. FASTENER SPACING FOR SUCTION
ZONE 1 7IN MAX FRAMING 24" O.C.
ZONE 2 6IN MAX FRAMING 24" O.C.
ZONE 3 6IN MAX FRAMING 24" O.C.
ZONE 2-OH 4IN MAX FRAMING 24" O.C.
ZONE 3-OH 4IN MAX FRAMING 24" O.C.

NOTE:
AT THE SHEAR WALL WHERE THERE IS AN "SYMBOL" THERE NEEDS TO BE A STRAP FROM WALL CHORDS TO CURRENT BAND/GIRDER FOR #'s INDICATED.

A	(130MPH)7/12=2,900#
B	(130MPH)7/12=900#
C	(130MPH)7/12=6,100#
E	(130MPH)7/12=800#

APPROVED RADCO APPROVED
Jun 27, 2018
H. Scott Hall

REVISIONS: D	SCALE: 3/16"=1'-0"	APPROVED BY:
DATE: 5/21/18	DATE: 6/20/18	DRAWN BY: STEVEN A.

HOLMES BUILDING SYSTEMS, LLC

TITLE: SHEAR WALL	PROJECT NO:
MODEL: 30x50 LAND HOME MART-HYDE CO. EMS	DRAWING NO: MP 5.0A

RESIDENTIAL ELECTRICAL LOAD CALCULATIONS

W/ ELECTRIC FURNACE

MANUFACTURER: Holmes Building System

MODEL: HYDE CO EMS

SIZE: 29.83 FT. W. X 52.00 FT. L.

DATE: 06-Jun-18

OF FLOORS: 1

SIZE OF MAIN: 200 AMPS

1. A.	LIGHTING - DWELLING FLOOR AREA:	1551.33 @ 3 WATTS/SF =	4654 WATTS
B.	PORTABLE APPLIANCE - NO. OF CIRCUITS:	4 @ 1500 WATTS EA =	6000 WATTS
C.	LAUNDRY - NUMBER OF CIRCUITS:	1 @ 1500 WATTS EA =	1500 WATTS
D.	WATER HEATER:	4500 WATTS @ 125% =	5625 WATTS
E.	DISHWASHER (RATING:	8.6 AMPS)	1032 WATTS
F.	DISPOSAL (RATING:	6 AMPS)	720 WATTS
G.	RANGE (SIZE:	12 Kw)	12000 WATTS
H.	DRYER (SIZE:	5.6 Kw)	5600 WATTS
I.	WALL MOUNTED OVEN (SIZE:	0 Kw)	N/A
J.	FURNACE BLOWER		1440 WATTS
K.	TRASH COMPACTOR (RATING:	5 AMPS)	600 WATTS
L.	OTHER (SPARE CIRCUITS - 20 AMP):	0 @ 1500 WATTS EA	0 WATTS
	TOTAL		39,171 WATTS

2. A.	FIRST 10,000 WATTS @ 100%		10000 WATTS
B.	REMAINDER @ 40%		11668 WATTS
3. A.	AIR-CONDITIONING @ 100%	SIZE: 3 TONS	10552 WATTS
B.	CENTRAL ELEC HEATING @ 65% (RATING:	18 Kw)	11700 WATTS
C.	ELECTRIC BASEBOARD HEATERS:		
	NUMBER OF UNITS:	0 TOTAL WATTS:	0
		(65% OF NAMEPLATE RATING)	N/A

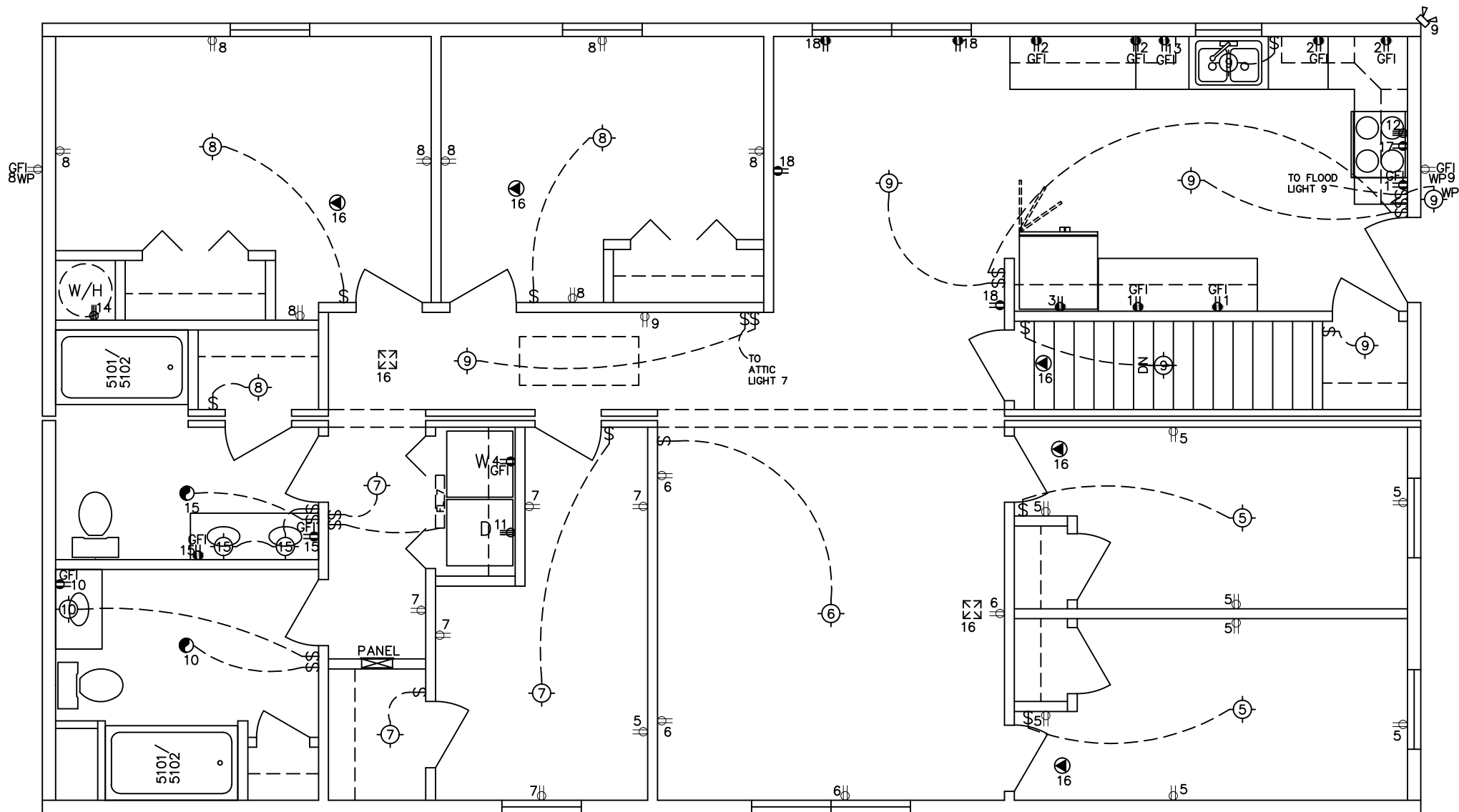
TOTAL WATTAGE OF FEEDER = 2A. + 2B. + THE GREATER OF 3A., 3B. OR 3C.

10000 WATTS + 11668 WATTS + 11700 WATTS

TOTAL WATTAGE = 33,368 /240 VOLTS = 139.03 AMPS

TOTAL 15 AMP GENERAL RECEPTACLE CIRCUITS REQUIRED = 3

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FLUORESCENT
LIGHT

ELECTRICAL LEGEND

	120/240 SUB PANEL
	INCANDESCENT LIGHT
	EXTERIOR/ WEATHERPROOF
	15A SINGLE POLE SWITCH
	15A 120V RECEPTACLE
	20A 120V RECEPTACLE
	240V RECEPTICLE
	GROUND FAULT INTERRUPT PROTECTED
	SMOKE DETECTOR
	EXTERIOR FLOODLIGHT
	THERMOSTAT
	RANGE HOOD FAN
	CFM EXHAUST FAN (CEILING MOUNT)
	SMOKE DETECTOR/CARBON MONOXIDE

ELECTRICAL

- ALL RECEPTACLES TO BE GROUNDING TYPE.
- ALL WIRING TO BE PER EACH STATE ELECTRICAL CODE, TYPE NM ROMEX (CU) W/GROUND.
- MAIN PANEL TO BE MARKED "SUITABLE FOR USE AS SERVICE EQUIPMENT," AND BE EQUIPPED W/BREAKER/FUSE TYPE OVER-CURRENT PROTECTION.
- PROPER THERMAL OVERLOAD PROTECTION TO BE PROVIDED FOR ALL MOTORS.
- WITHIN SIGHT DISCONNECT MEANS REQUIRED FOR ALL MOTORS AND W/H.
- WEATHERPROOF PROTECTION REQUIRED FOR ALL OUTDOOR LIGHTS, RECEPTACLES AND DISCONNECTS.
- PROPER WORKING CLEARANCES TO BE PROVIDED AND MAINTAINED AROUND ALL ELECTRICAL EQUIPMENT.
- ALL FLUORESCENT AND INCANDESCENT FIXTURES REQUIRE THERMAL PROTECTION AND PROPER CLEARANCES FROM INSULATION.
- COMBINATION EXHAUST FAN/LIGHT AND ALL RECESSED INCANDESCENT FIXTURES TO HAVE THERMAL PROTECTION.
- SERVICE CONDUCTORS, LOCATED WITHIN THE BUILDING, SHALL BE INSTALLED IN ACCORDANCE WITH ARTICLE 230-6 OF THE PER EACH STATE ELECTRICAL CODE.
- SEE PAGE MMS1 OF THE DESIGN MANUAL FOR WATER HEATER SPECS AND MMS3 FOR FURNACE SPECS.
- NON-ARC FAULT CIRCUIT #16 FOR SOUTH CAROLINA SMOKE DETECTOR
- SERVICE ENTRANCE PANEL, DISCONNECTS, CONDUCTORS AND FEEDERS TO BE SIZED AND INSTALLED BY OTHERS.
- ASSUMED 10KVA HVAC MAX.
- SEE PAGE MEL-1 THRU MEL-11 OF THE DESIGN MANUAL FOR ELECTRICAL FIXTURE.
- PER 2014 NEC 314.27 BOXES USED AT LUMINAIRE OR LAMPHOLDER OUTLETS IN THE CEILING SHALL BE DESIGNED FOR THE PURPOSE AND SHALL BE REQUIRED TO SUPPORT A LUMINAIRE WEIGHING A MINIMUM OF 50 LBS.
- PER 2014 NEC 406.12 ALL 15 AND 20 AMPERE RECEPTACLES SHALL BE LISTED TAMPER RESISTANT RECEPTACLES.
- PER 2009 IRC N1103.1 A PROGRAMMABLE THERMOSTAT SHALL BE INSTALLED ON-SITE BY OTHERS.
- NC ONLY, A MINIMUM OF 75% OF LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICANY LAMPS.
- ALL SMOKE DETECTORS TO BE HARDWIRED, INTERCONNECTED, AND HAVE BATTERY BACKUP.

NC TYPICAL ELECTRICAL SCHEDULE

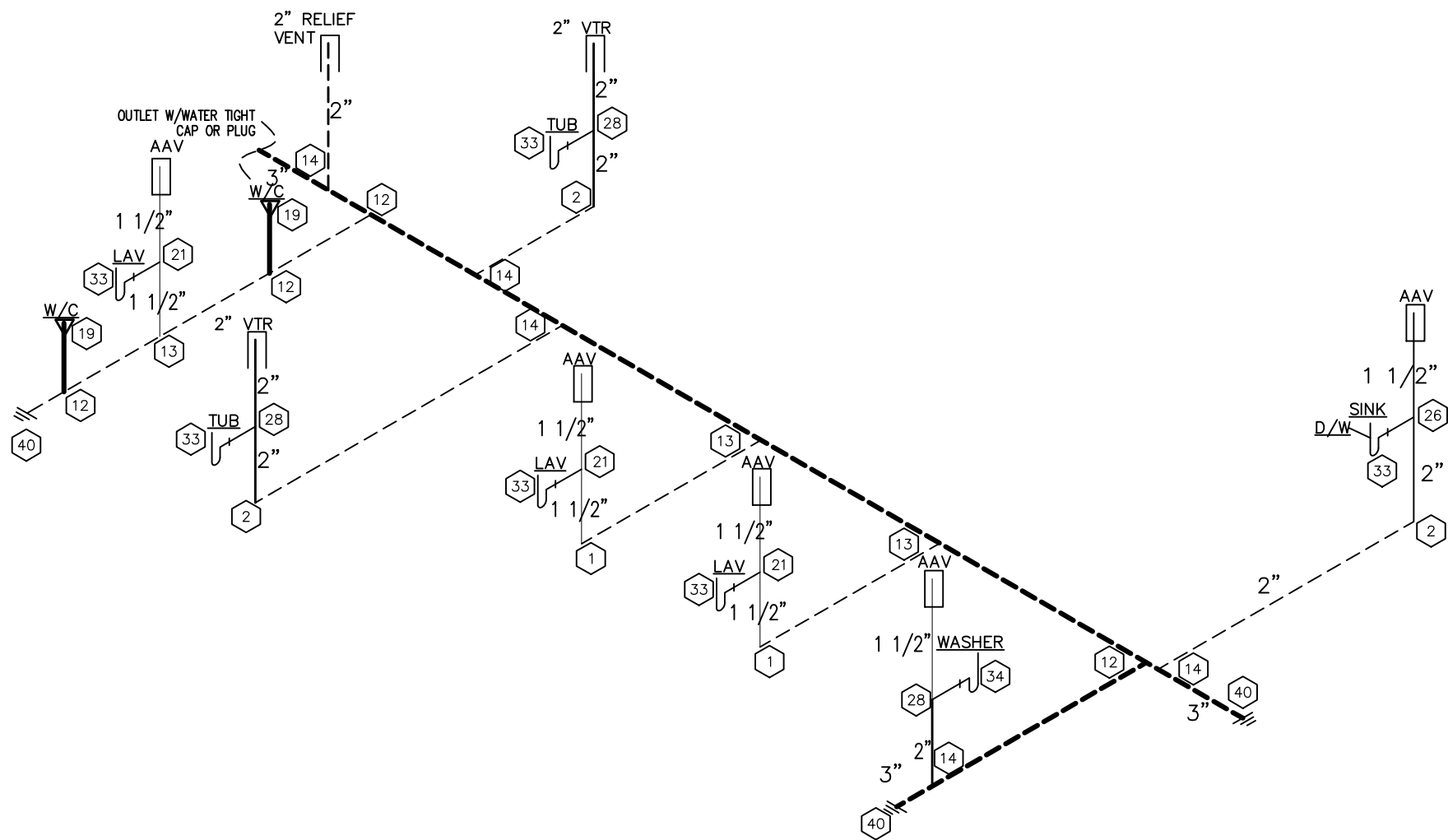
VOLTS	WIRE	BRKR	CIR	DESCRIPTION	VOLTS	WIRE	BRKR	CIR	DESCRIPTION
120	12/2	20#AF	1	PORTABLE APPLIANCE	120	12/2	20AF	13	DISH WASHER(LOCKOUT)
120	12/2	20#AF	2	PORTABLE APPLIANCE	240	10/3	25AF	14	WATER HEATER
120	12/2	20#AF	3	PORTABLE APPLIANCE	120	12/2	20#AF	15	BATH
120	12/2	20#AF	4	WASHER	120	14/3	15AF	16	SMOKE DETECTOR
120	14/2	15AF	5	GENERAL LIGHTING	120	12/2	20AF	17	MICROWAVE
120	14/2	15AF	6	GENERAL LIGHTING	120	12/2	20AF	18	DINING ROOM
120	14/2	15AF	7	GENERAL LIGHTING	240	*	*	19	CONDENSING UNIT
120	14/2	15AF	8	GENERAL LIGHTING	240	*	*	20	CONDENSING UNIT
120	14/2	15AF	9	GENERAL LIGHTING	240	*	*	21	ELEC FURNACE
120	12/2	20#AF	10	BATH	240	*	*	22	ELEC FURNACE
240	10/3	30AF	11	DRYER	120	12/2	20#AF	23	UTILITY ROOM
240	8/3	40AF	12	RANGE					

#= GROUND FAULT INTERRUPTER BRKR OR RECEPT (GFI), AF= ARC FAULT *= PER MANUFACTURERS SPECS

REVISIONS: D	SCALE: 3/16"=1'-0"	APPROVED BY:
DATE: 5/21/18	DATE: 4/16/18	DRAWN BY: STEVEN A.

HOLMES BUILDING SYSTEMS, LLC

TITLE: ELECTRICAL	PROJECT NO:
MODEL: 30x50 LAND HOME MART-HYDE CO. EMS	DRAWING NO: MP-5.1



AAV=AIR ADMITTANCE VALVE
-----INDICATES FIELD INSTALLED

DWV FITTING SCHEDULE

1	1 1/2" EXTRA LONG 90	25	3"x3"x2" SAN T
2	2" EXTRA LONG 90°	26	2"x1 1/2"x1 1/2" SAN T
3	3" EXTRA LONG 90°	27	2"x1 1/2"x2" SAN T
4	1 1/2" 45°	28	2"x2"x1 1/2" SAN T
5	2" 45°	29	3"x3"x2"x2" DBL SAN T
6	3" 45°	30	1 1/2" WYE
7	1/2" 22 1/2°	31	2" WYE
8	2" 22 1/2°	32	3" WYE
9	3" 22 1/2°	33	1 1/2" ADJUSTABLE P TRAP
10	1 1/2" LTTY	34	2" ADJUSTABLE P TRAP
11	2" LTTY	35	2"x1 1/2" REDUCING BUSHING
12	3" LTTY	36	3"x1 1/2" REDUCING BUSHING
13	3"x3"x1 1/2" LTTY	37	3"x2" REDUCING BUSHING
14	3"x3"x2" LTTY	38	1 1/2" CLEAN OUT w/PLUG
15	2"x2"x1 1/2" LTTY	39	2" CLEAN OUT w/PLUG
16	2"x1 1/2"x1 1/2" LTTY	40	3" CLEAN OUT w/PLUG
17	2"x1 1/2"x2" LTTY	41	3" DBL ELBOW 90°
18	4"x4" CLOSET FLANGE	42	3" DBL SAN T
19	4"x3" CLOSET FLANGE	43	3" DBL ELL
20	4"x3" 90° CLOSET ST ELL	44	3x3x3 LTTY
21	1 1/2" SAN T	45	3x2x1 1/2 LTTY
22	2" SAN T	46	3x2x3 LTTY
23	3" SAN T	47	3x3x2X2 LTTY
24	3"x3"x1 1/2" SAN T	48	3" DBL. BEND

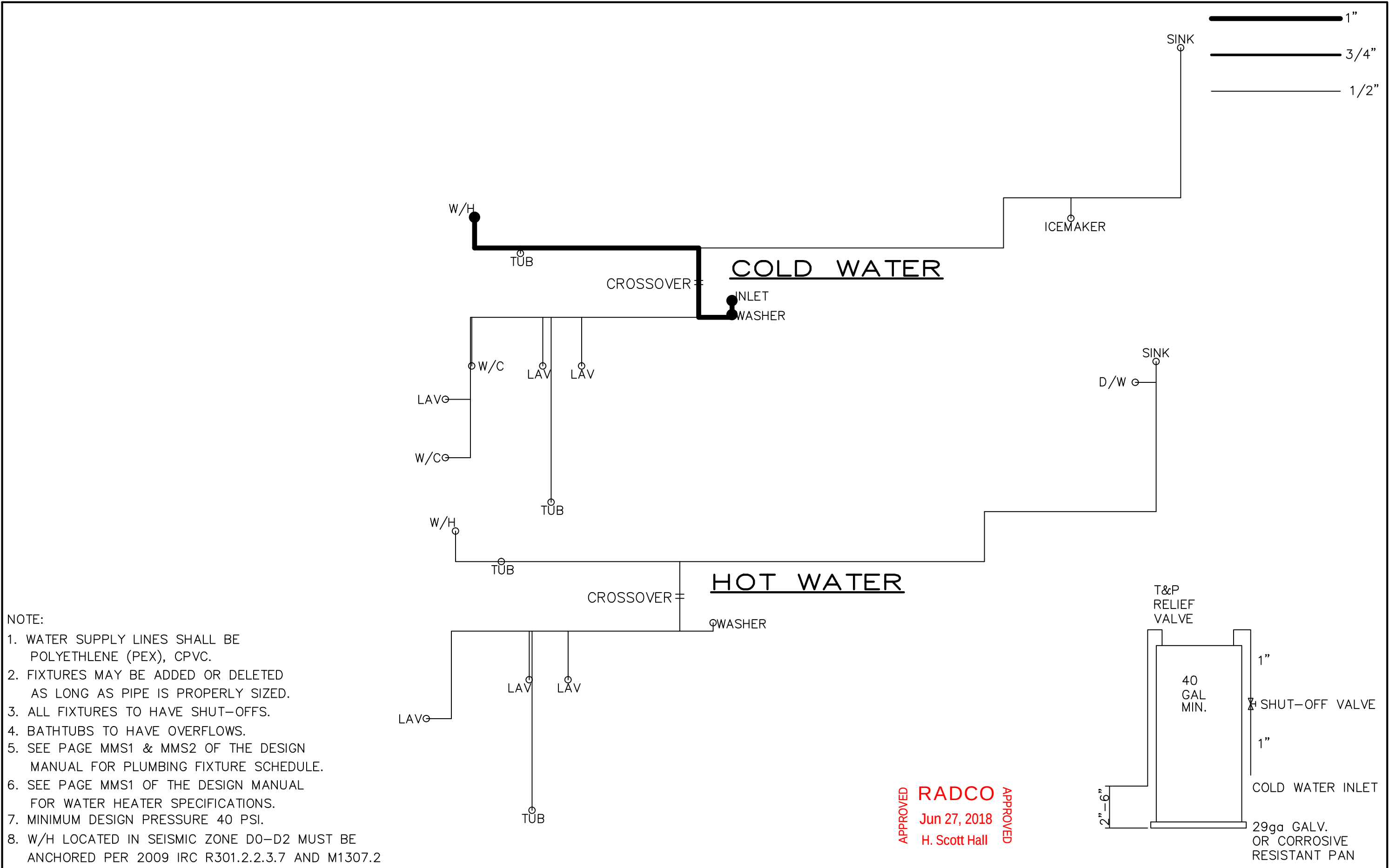
NOTE:
IN NORTH CAROLINA, THE FIELD INSTALLED PIPING MUST INCLUDE
CLEANOUTS LOCATED SO THAT ONE CLEANOUT WILL BE PROVIDED
FOR EVERY 180 DEGEES OF CHANGES IN DIRECTION IN THE DRAINAGE
SYSTEM, INCLUDING BOTH THE FACTORY INSTALLED AND FEILD INSTALLED
PORTIONS OF THE SYSTEM.

APPROVED
RADCO
Jun 27, 2018
H. Scott Hall
APPROVED

REVISIONS: D	SCALE: 3/16"=1'-0"	APPROVED BY:
DATE: 5/21/18	DATE: 6/6/18	DRAWN BY: STEVEN A.

HOLMES BUILDING SYSTEMS, LLC

TITLE: DWV	PROJECT NO:
MODEL: 30x50 LAND HOME MART-HYDE CO. EMS	DRAWING NO: MP-5.3



- NOTE:
- 1. WATER SUPPLY LINES SHALL BE POLYETHYLENE (PEX), CPVC.
 - 2. FIXTURES MAY BE ADDED OR DELETED AS LONG AS PIPE IS PROPERLY SIZED.
 - 3. ALL FIXTURES TO HAVE SHUT-OFFS.
 - 4. BATHTUBS TO HAVE OVERFLOWS.
 - 5. SEE PAGE MMS1 & MMS2 OF THE DESIGN MANUAL FOR PLUMBING FIXTURE SCHEDULE.
 - 6. SEE PAGE MMS1 OF THE DESIGN MANUAL FOR WATER HEATER SPECIFICATIONS.
 - 7. MINIMUM DESIGN PRESSURE 40 PSI.
 - 8. W/H LOCATED IN SEISMIC ZONE D0-D2 MUST BE ANCHORED PER 2009 IRC R301.2.2.3.7 AND M1307.2

APPROVED
RADCO
Jun 27, 2018
H. Scott Hall
APPROVED

REVISIONS: D	SCALE: 3/16"=1'-0"	APPROVED BY:	HOLMES BUILDING SYSTEMS, LLC	TITLE: WATER SUPPLY DETAIL	PROJECT NO:
DATE: 5/21/18	DATE: 6/6/18	DRAWN BY: STEVEN A.		MODEL: 30x50 LAND HOME MART-HYDE CO. EMS	DRAWING NO: MP-5.4

HOLMES BUILDING SYSTEMS, LLC

WATER SUPPLY NOTES:

1. Solid lines indicate cold water lines.
2. All plumbing below floor shall be installed on site by a qualified plumbing contractor. All below floor plumbing installed in unconditioned spaces shall be protected from freezing by insulation, heat, or both.
3. PEX piping must be supported @ 32" o.c.: CPVC at 3'-0" o.c. (or per manufacturers specifications)
4. Copper or galvanized water piping supported at 3' O.C.
5. Shower and tub-shower combination valves shall be pressure, thermostatic or combination balanced-pressure/ thermostatic valves that conform to ASSE 1016 or CSA CAN/CSA-B125. Valves shall be equipped with a means to limit the maximum setting of the valve to 120 Deg., which shall be field adjusted in accordance with the manufactures instructions. In North Carolina, Scald preventive valves are not required in dwelling units with individual water heaters set at 120 Deg. F.
6. When metallic water distribution systems are used, a water hammer shall be installed where quick closing valves are utilized (e.g., at clothes washers and dish washers). Water arrestors shall conform to ASSE/ANSI 1010.
7. A shut off valves shall be required for each fixture.
8. Water heater equipped with drain cock.
9. Dielectric unions to be used at connections of water lines to water heater.
10. Cold water inlet to be with a shut off valve above floor at water heater.
11. T&P valve, 210 Deg. F., 125 PSI, with ¾" rigid discharge pipe to an indirect waster receptor via a 6"max. air gap.
12. Full sized shut off valve to be provided between building and water main(meter) and at water heater.
13. Reserved.
14. Wall hydrants must be conform to ASSE 1019 and be frost proof or self-draining type. A vacuum breaker is required.
15. Access or access panels must be installed and so located to permit repair, maintenance, and correction of plumbing system and fixtures.
16. 3" pipe run from below floor to above roof for passive sub-slab depressurization system per section AF103.6.1.

DWV NOTES:

1. In concealed locations where piping is installed through holes or notches in studs, plates, joists, or similar members less than 1 ½ inches from the nearest edge of the member, the pipe shall be protected by shield plates. Protective plates shall be a minimum of 1/16 inch thick steel, shall cover the area of the pipe where the member is notched or bored, and shall extend a minimum of 2 inches above sole plates and below top plates.
2. All DWV below floor installed on site by others.
3. Materials to be ABS or PVC-Schedule 40.
4. All pipes to be secured at 4' O.C.
5. All clean outs shall be accessible, clean outs provided at base of all waste and soil stacks, and provide so that all horizontal piping can be reached with a cleanout tool without passing through more the 45 Deg. of turns.
6. ¼" per foot slope provided on all horizontal branches.
7. All vertical to horizontal or horizontal to horizontal change of direction shall be through a long turn tee wye or combination wye with 1/8 bend.
8. All horizontal to vertical change of direction shall be through a sanitary tee, or if at the same level on a vertical stack, through an approved double fixture fitting.
9. Floor cut-out for the bathtub plumbing lines shall be firestopped using approved materials.
10. The discharge from an automatic clothes washer shall be through an air break and connected to a standpipe.
11. Standpipes shall be individually trapped and be a minimum of 18 inches and a maximum 42 inches above the trap. Access shall be provided to all standpipe traps and drains for rodding.
12. Where water heaters or hot water storage tanks are installed in locations where leakage of the tanks or connections will cause damage, the tank or water heater shall be installed in a pan. The pan drain shall extend full size and terminate over a suitable located indirect waste receptor or floor drain or extend to the exterior of building and terminate not less that 6 inches or more than 24 inches above the adjacent ground surface.
13. Access shall be provided to all air admittance valves. The valve shall be located within a ventilated space that allows air to enter the valve. Air admittance valves must be removable for DWV systems test and be reinstalled as required by local officials.



REScheck Software Version 4.6.2.1

Compliance Certificate

Energy Code: **North Carolina Energy Conservation Code**
Location: **Greenville, North Carolina**
Construction Type: **Single Family**
Project Type: **New construction**
Building Orientation: **Bldg. faces 180 deg. from North**
Glazing Area Percentage: **9%**
Heating Degree Days: **3129**
Climate Zone: **3**

Construction Site:

Owner/Agent:

Designer/Contractor:

Compliance: Passes using UA trade-off

Compliance: **20.5% Better Than Code** Maximum UA: **303** Your UA: **241** Maximum SHGC: **0.30** Your SHGC: **0.27**

The % Better or Worse Than Code index reflects how close to compliance the house is based on code trade-off rules.

It DOES NOT provide an estimate of energy use or cost relative to a minimum-code home.

Assembly	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Glazing or Door U-Factor	UA
Ceiling 1: Flat Ceiling or Scissor Truss	1551	30.0	0.0		54
Wall 1: Wood Frame, 16" o.c. Orientation: Unspecified	1437	19.0	0.0		86
Window 1: Vinyl Frame:Double Pane with Low-E SHGC: 0.27 Orientation: Unspecified	143			0.320	46
Door 1: Solid Orientation: Unspecified	22			0.170	4
Floor 1: All-Wood Joist/Truss:Over Unconditioned Space	1551	30.0	0.0		51

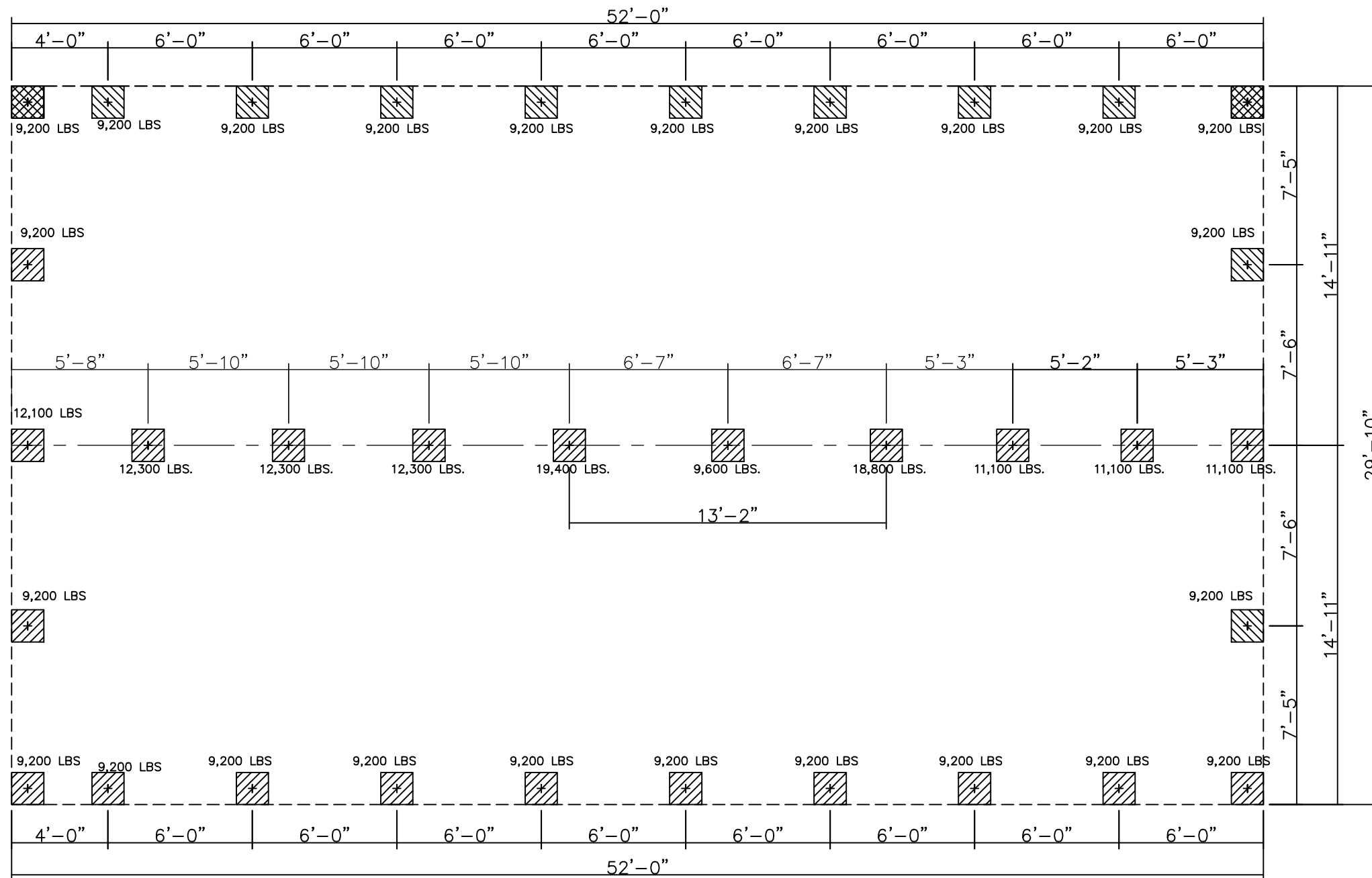
Compliance Statement: The proposed building design described here is consistent with the building plans, specifications, and other calculations submitted with the permit application. The proposed building has been designed to meet the North Carolina Energy Conservation Code requirements in REScheck Version 4.6.2.1 and to comply with the mandatory requirements listed in the REScheck Inspection Checklist.

Name - Title

Signature

Date

APPROVED
RADCO
Jun 27, 2018
H. Scott Hall
APPROVED



OFF-FRAME FOUNDATION NOTES:

1. THIS IS A FOUNDATION PLAN FOR LAYOUT & SPACING PURPOSE ONLY. ACTUAL SPACING, DESIGN & SIZES OF PILES AND SITE CONSTRUCTED SILLS, BEAMS OR GIRDERS ARE TO BE DESIGNED &/OR APPROVED BY A LOCAL P. E. OR REGISTERED ARCHITECT BASED ON SOIL BEARING CONDITIONS AND ARE THE RESPONSIBILITY OF THE BUILDER/DEALER. ALL LOADS HAVE SUPPORT COLUMNS FOR ALL OPENINGS 4' OF GREATER.

2. PURCHASER RESPONSIBLE FOR ALL SERVICE ENTRY CONNECTIONS AND ON-SITE TESTING

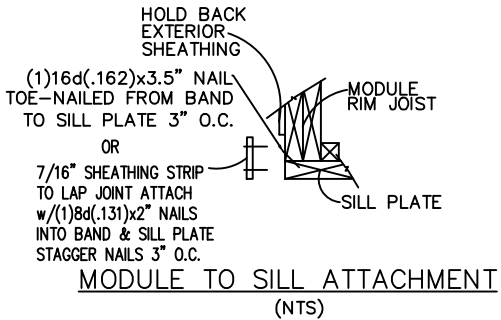
3. AS REQUIRED BY STATE AND LOCAL JURISDICTION.

4. ALL ELECTRICAL AND MECHANICAL INSTALLATIONS TO CONFORM TO CURRENT STATE & LOCAL CODE REQUIREMENTS.

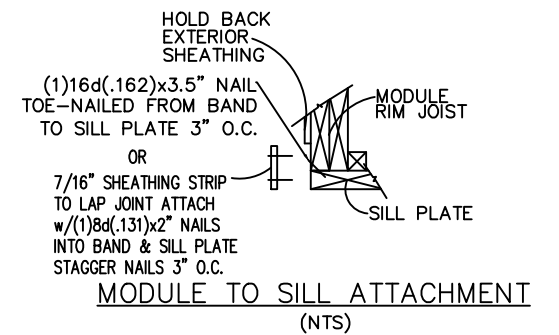
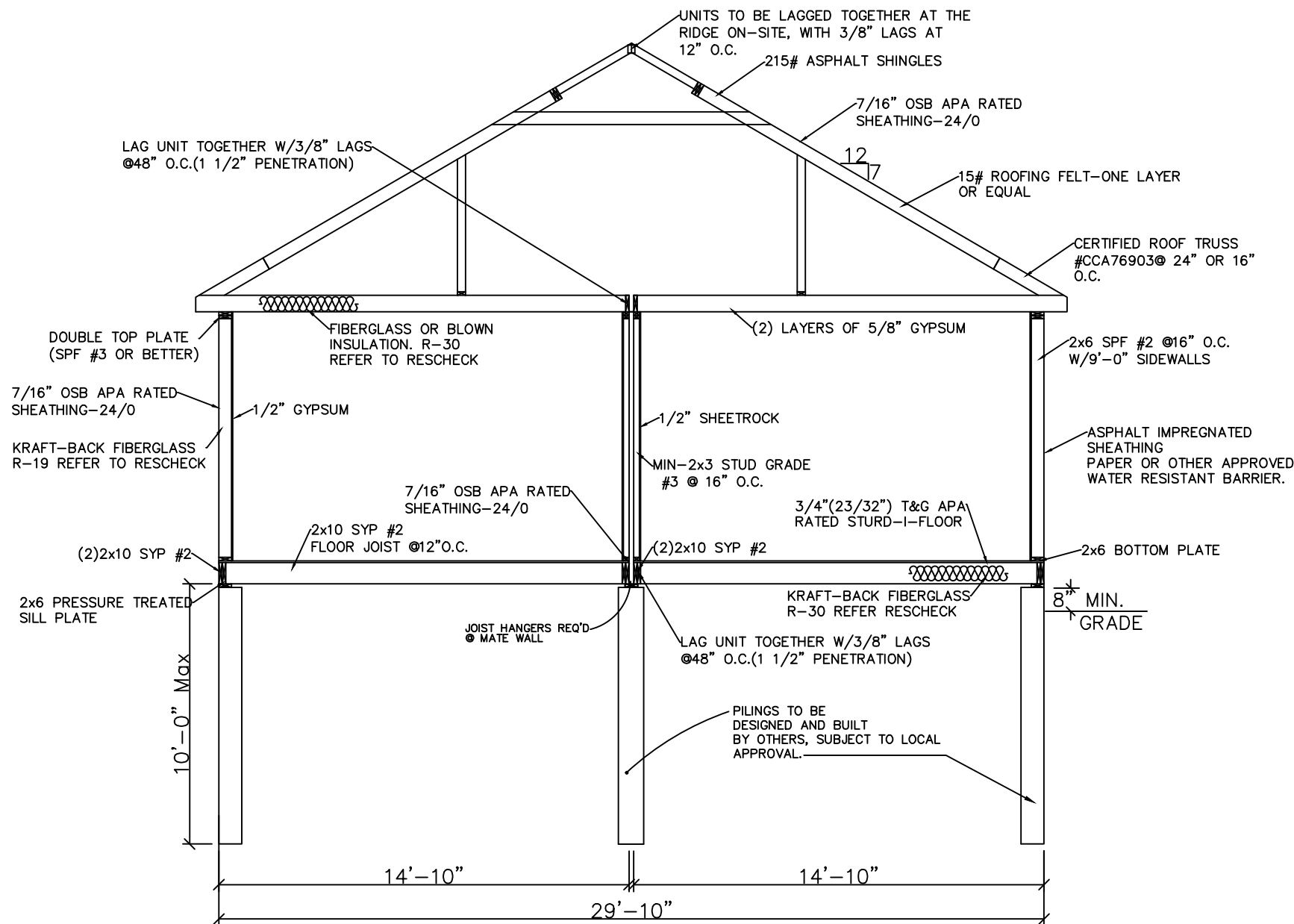
5. PIER LOAD PER MODEL PLAN.

6. CONNECTION OF THE SILL PLATE TO THE FOUNDATION TO BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR ARCHITECT.

APPROVED
RADCO
Jun 27, 2018
H. Scott Hall
APPROVED



REVISIONS: D	SCALE: 3/16"=1'-0"	APPROVED BY:	HOLMES BUILDING SYSTEMS, LLC	TITLE: OFF FRAME FOUNDATION	PROJECT NO:
DATE: 5/21/18	DATE: 3/21/18	DRAWN BY: STEVEN A.		MODEL: 30x50 LAND HOME MART-HYDE CO. EMS	DRAWING NO: MP-9.0



- STRUCTURAL**
1. TRUSSES SHALL BE CERTIFIED FOR THE LOADS AND APPLICATION USED.
 2. INTERIOR PARTITIONS TO BE CONSTRUCTED TO WITHSTAND A 5 PSF HORIZONTAL FORCE.
 3. ALL LUMBER TO BE GRADED AND MARKED
 4. COMPRESSION PLATE REQUIRED TO ENSURE WOOD TO WOOD CONTACT BETWEEN WALL AND TRUSS.
 5. BUILDING MODULES TO BE SET TOGETHER CLOSELY. (MAX. 1" GAP BETWEEN MODULES). GAP TO BE FILLED TO LIMIT AIR INFILTRATION.

NOTE:
SIDEWALL HEADERS SIZES ARE DESIGNED PER TABLE R502.5(1) IN THE 2012 IRC.
MATE LINE BEAMS PER ATTACHED CALCULATIONS.

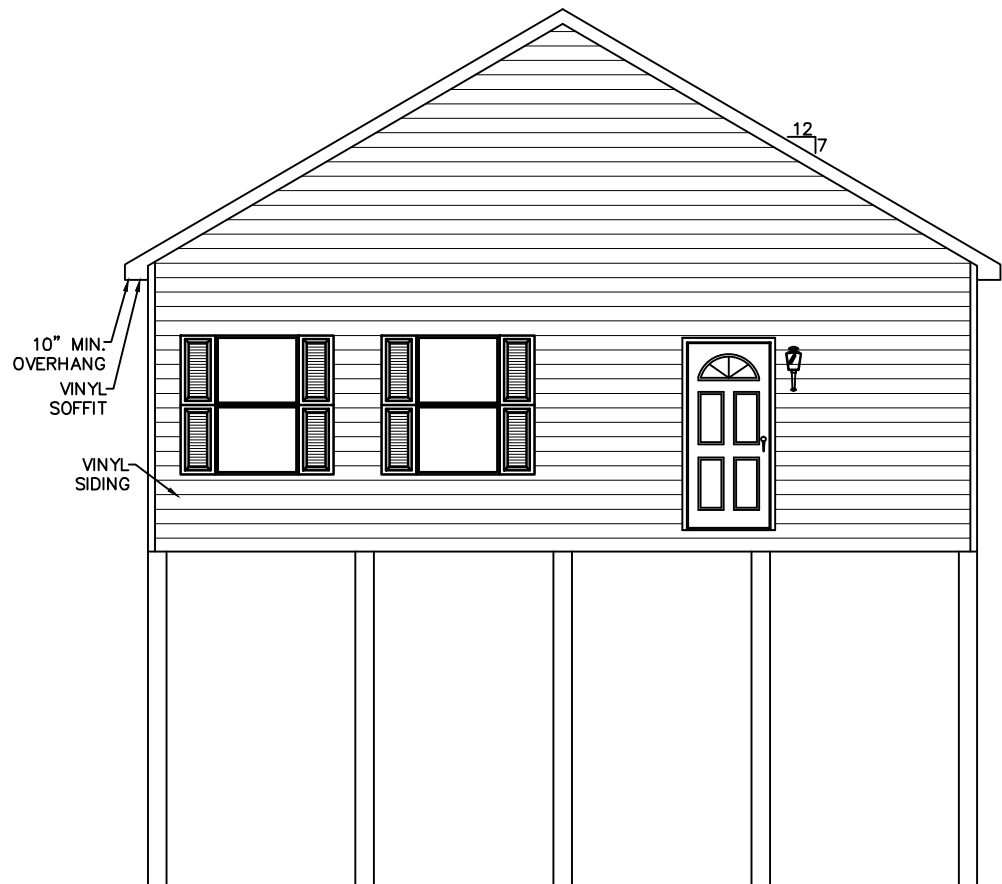
FOOTER:
BELOW FROST LINE.

NOTE:
THIS FOOTER SIZE MAY VARY WITH SOIL CONDITIONS. THIS WILL BE DETERMINED AND SUPPLIED BY OTHERS ON SITE.
CRAWL SPACE VENTILATION PER LOCAL REQUIRMENTS.

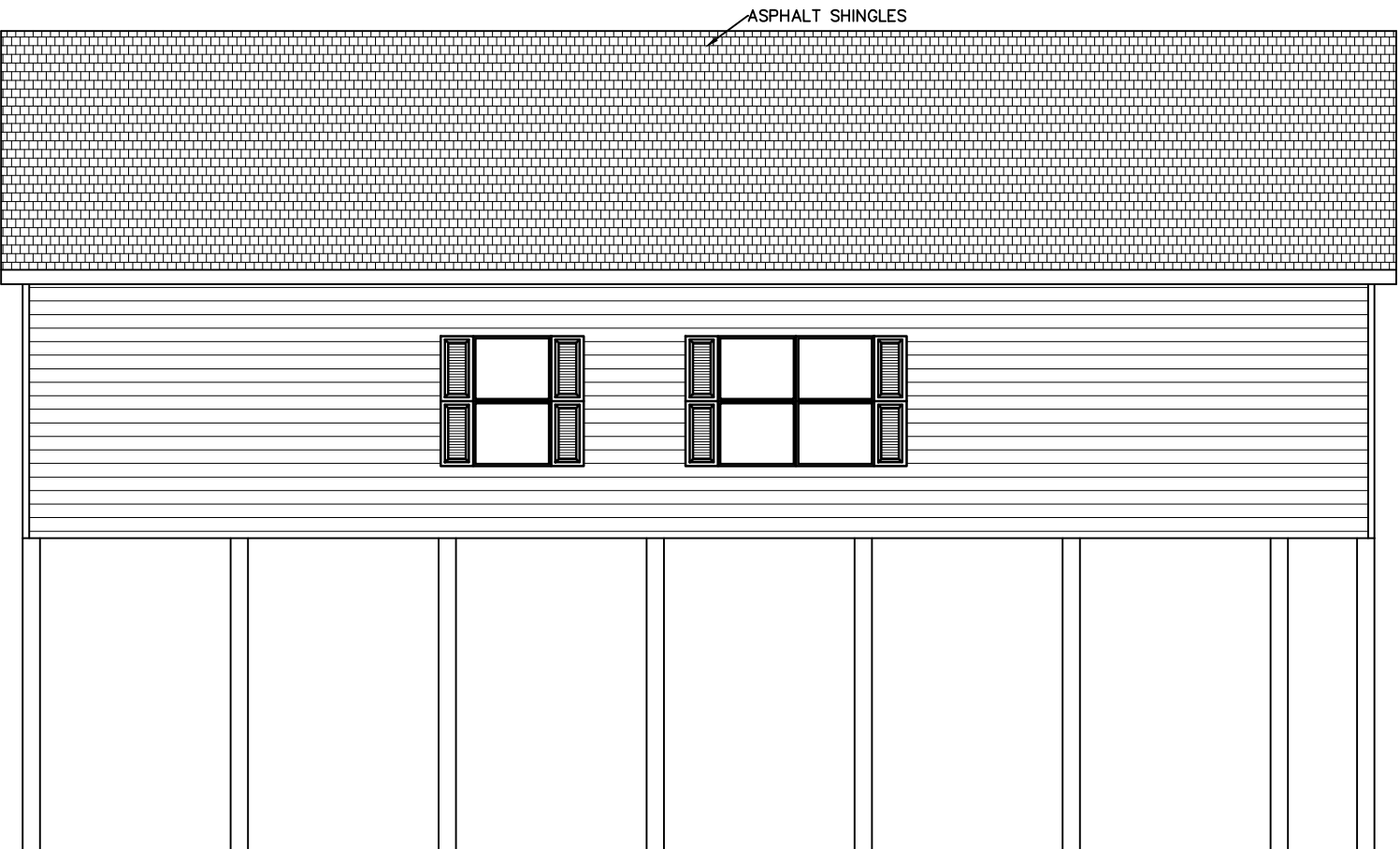
NOTE:

1. A SINGLE TOP PLATE MAY BE INSTALLED IN BEARING AND EXTERIOR WALLS, PROVIDED THE TOP PLATE IS ADEQUATELY TIED AT JOINTS, CORNERS, AND INTERSECTING WALLS BY AT LEAST THE EQUIVALENT OF 3-INCH BY 6-INCH BY 0.036 INCH-THICK GALVANIZED STEEL THAT IS NAILED TO EACH WALL OR SEGMENT OF WALL BY THREE 8d NAILS OR EQUIVALENT, PROVIDED THE RAFTERS OR JOISTS ARE CENTERED OVER THE STUDS WITH A TOLERANCE OF NO MORE THAN 1 INCH.
2. ATTIC VENTILATED BY A CONTINUOUS SOFFIT AND RIDGE VENT REFER TO DETAIL ON PAGE MP-13.1
3. SEE THE DESIGN MANUAL FOR ANY FASTENING THAT IS DIFFERENT FROM THE PRESCRIPTIVE REQUIREMENTS OF THE BUILDING CODE.
4. SEE THE EXTERIOR WALL, INTERIOR WALL AND MATING WALL SECTIONS OF THE DESIGN MANUAL FOR FASTENING THAT IS DIFFERENT FROM THE PRESCRIPTIVE. I.E. SECTION MEW
5. SEE THE ROOF CONSTRUCTION SECTION MRC OF THE DESIGN MANUAL FOR FASTENING THAT IS DIFFERENT FROM THE PRESCRIPTIVE.
6. FOR ROOF TRUSSES(SEE ATTACHED).
7. ELIMINATION OF AIR INFILTRATION AT MATELINES: IF THE SEALER TAPE HAS BEEN DAMAGED DURING TRANSPORTATION OR INSTALLATION OF THE HOME, ADDITIONAL SEALER TAPE WILL NEED TO BE INSTALLED TO FILL THE VOIDS AND LIMIT AIR INFILTRATION.
8. FIREBLOCKING AT MATELINE TO BE PROVIDED PER SECTION R602.8 OF THE BUILDING CODE.

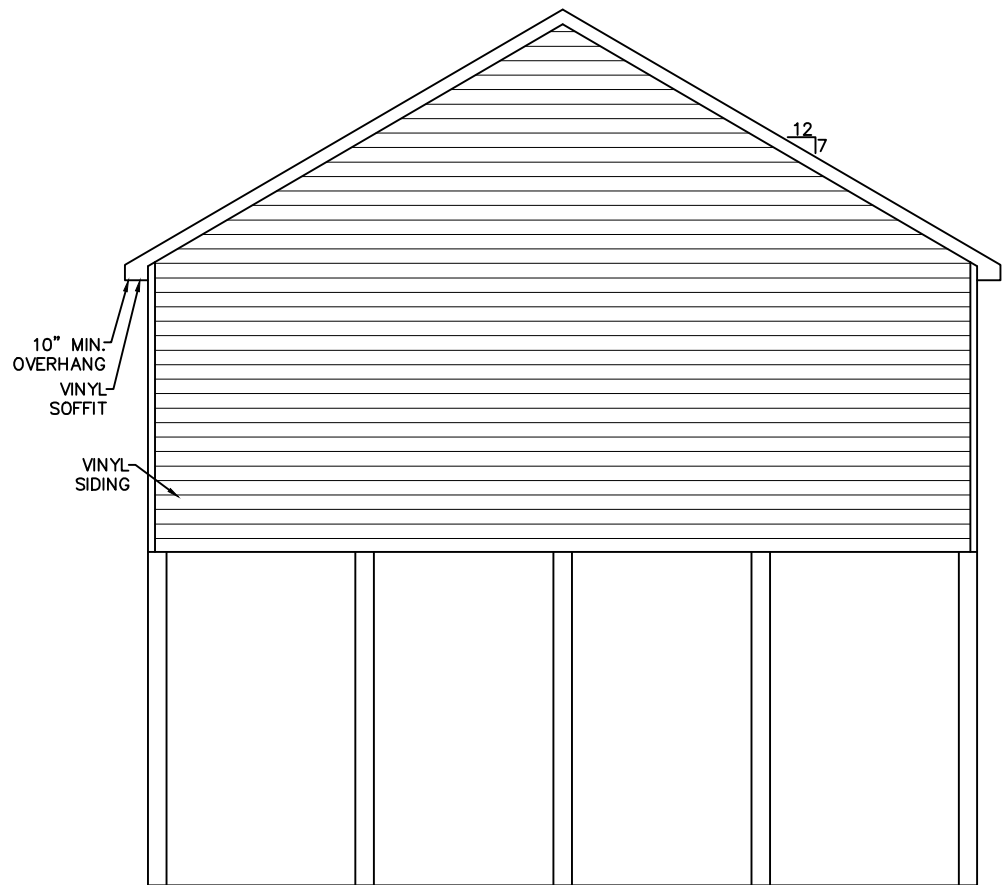
APPROVED **RADCO** APPROVED
Jun 27, 2018
H. Scott Hall



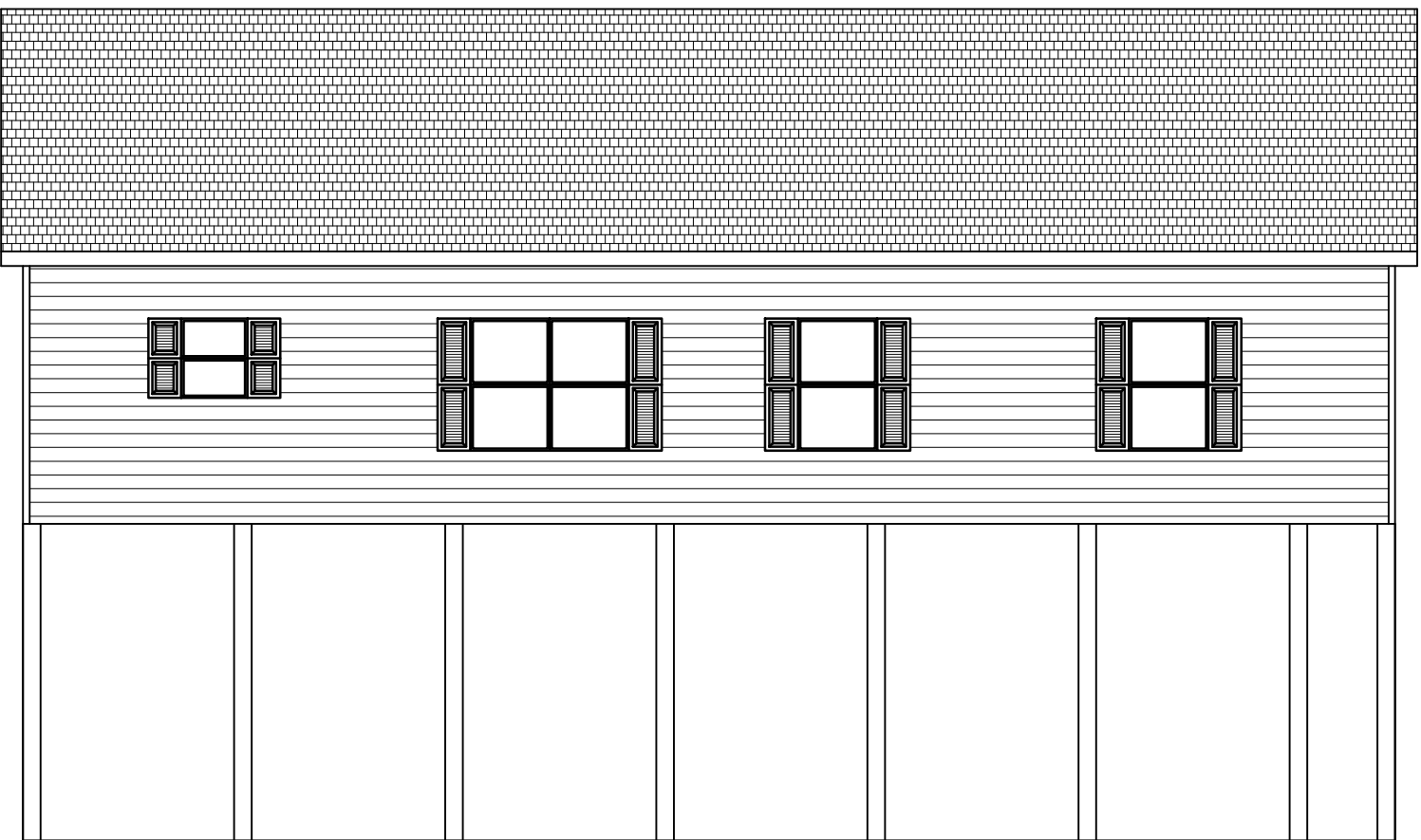
FRONT ELEVATION



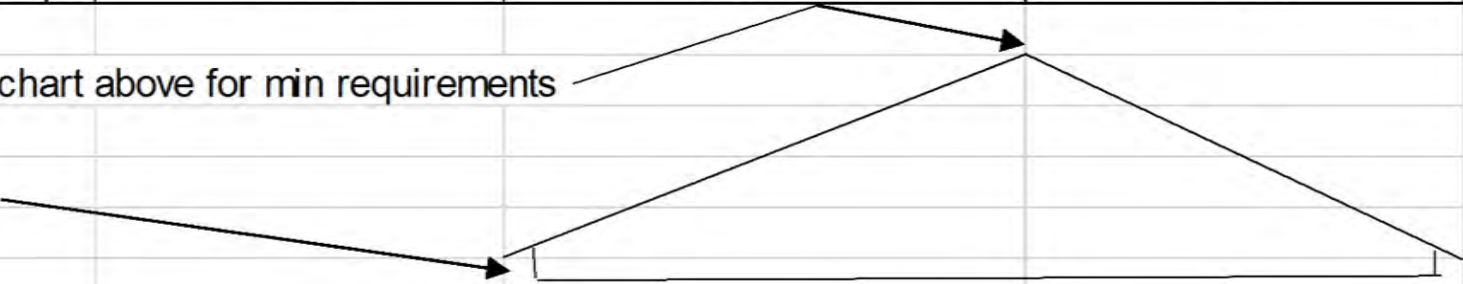
LEFT ELEVATION



REAR ELEVATION



REAR ELEVATION

PASSIVE ATTIC VENTALATION								
Required ventilation 1 sq ft of ventilation per ever 300 sq ft of roof area,								
Required percent upper(50% min) 50%,					Ridge vent = 18 sq.in of free air per lin ft			
Required Percent Lowe (40% min) 50%					Soffit vent = 4 sq.in of free air per lin ft			
Minimum Required Ventilation						Required Vent Length and Soffit		
Unit width	unit length	Area	Upper	Lower	Total	Min Ridge length (1)	Required Soffit length (2)	Actual Soffit length
27.66 ft	32 ft	885.12	1.48	1.48	2.95 sq.ft	12 ft	26.64 ft	60 ft
27.66 ft	34 ft	940.44	1.57	1.57	3.13 sq.ft	13 ft	28.26 ft	64 ft
27.66 ft	36 ft	995.76	1.66	1.66	3.32 sq.ft	13.5 ft	29.88 ft	68 ft
27.66 ft	38 ft	1051.00	1.75	1.75	3.50 sq.ft	14 ft	31.50 ft	72 ft
27.66 ft	40 ft	1106.40	1.85	1.85	3.69 sq.ft	15 ft	33.33 ft	76 ft
27.66 ft	42 ft	1161.72	1.94	1.94	3.87 sq.ft	16 ft	34.92 ft	80 ft
27.66 ft	44 ft	1217.00	2.05	2.05	4.10 sq.ft	16.5 ft	36.90 ft	84 ft
27.66 ft	46 ft	1272.36	2.12	2.12	4.24 sq.ft	17 ft	38.16 ft	88 ft
27.66 ft	48 ft	1327.68	2.22	2.22	4.43 sq.ft	18 ft	39.96 ft	92 ft
27.66 ft	50 ft	1383.00	2.31	2.31	4.61 sq.ft	18.5 ft	41.58 ft	96 ft
27.66 ft	52 ft	1438.32	2.40	2.40	4.79 sq.ft	19.5 ft	43.20 ft	100 ft
27.66 ft	54 ft	1493.64	2.49	2.49	4.98 sq.ft	20 ft	44.82 ft	104 ft
27.66 ft	56 ft	1548.96	2.58	2.58	5.16 sq.ft	21 ft	46.44 ft	108 ft
27.66 ft	58 ft	1604.28	2.68	2.68	5.35 sq.ft	21.5 ft	48.24 ft	112 ft
27.66 ft	60 ft	1659.60	2.77	2.77	5.53 sq.ft	22.5 ft	49.86 ft	116 ft
27.66 ft	62 ft	1714.92	2.86	2.86	5.72 sq.ft	23 ft	51.48 ft	120 ft
27.66 ft	64 ft	1770.24	2.95	2.95	5.90 sq.ft	24 ft	53.10 ft	124 ft
27.66 ft	66 ft	1825.56	3.04	3.04	6.08 sq.ft	24.5 ft	54.72 ft	128 ft
27.66 ft	68 ft	1880.88	3.14	3.14	6.27 sq.ft	25.5 ft	56.52 ft	132 ft
27.66 ft	70 ft	1936.20	3.23	3.23	6.45 sq.ft	26 ft	58.14 ft	136 ft
27.66 ft	72 ft	1991.52	3.32	3.32	6.64 sq.ft	27 ft	59.76 ft	140 ft
27.66 ft	74 ft	2046.84	3.41	3.41	6.82 sq.ft	27.5 ft	61.38 ft	144 ft
27.66 ft	76 ft	2106.16	3.51	3.51	7.02 sq.ft	28.5 ft	63.18 ft	148 ft
1. Ridge vents are required to be in top half, see chart above for min requirements Ridge vents field installed by others 2. Soffit venting is the only method for lower half 								

Request for Proposals

County of Hyde

c/o Sara Teaster

999 Irvin Garrish Hwy. PO BOX 921

Ocracoke, NC 27960

Sealed Proposals for Architectural/Engineering and Project Management services for the construction of the Ocracoke EMS Station to be located at 36 Lighthouse Road, Ocracoke, North Carolina 27960 will be accepted until 5 P.M. on November 30, 2021. The County reserves the right to reject any or all proposals for sound, documented reasons.

Project proposal packets and specifications may be obtained from www.hydecourtnc.gov/county_rfps and returned to the Hyde County Grant Administrator 999 Irvin Garrish Hwy, PO Box 921, Ocracoke, NC 27960. (434)-284-1035. Questions may be directed to Sara Teaster, steaster@hydecourtnc.gov and questions and answers will be posted to the website above. All questions must be submitted in writing by 5 p.m November 19, 2021.

The County of Hyde is an Equal Opportunity Employer. Hyde County encourages bidding by minority, veteran and woman-owned contractors. Hyde County 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 Sara Teaster at (434) 284-1035 or at the email above for any accommodations related to this request.

WORK SPECIFICATIONS

1) LOCATION

36 Lighthouse Road, Ocracoke, N.C., 27960

2) SCOPE OF WORK

This Project utilizes Golden Leaf Foundation Disaster Recovery Funds.

The Project involves the Assessment, Design, Engineering, Procurement, and Project Management for the construction of the Ocracoke EMS Station.

Currently Hyde County possesses customized plans from a modular home company attached as Exhibit A. Also, Hyde County has a proposed site plan attached as Exhibit B. Other attachments useful to project planning and attached include an elevation certificate (Exhibit C) and appraisal (Exhibit D).

Work under this contract will further develop those modular house plans and proposed site plan and detail all elements needed through approved construction plans and specifications. This includes but is not limited to:

- design of an enclosed, climate controlled first floor to house two ambulances and a clinic space;
- foundation design that addresses required elevation;
- refined site plan that incorporates grade, electric, water, sewer and all other necessary components;
- plans and specifications for construction;
- detailed construction cost estimates;
- providing any information needed to Hyde County staff for grant reporting;
- procurement of all construction contracts;
- Construction Administration.

Proposers will be evaluated based on Design, Engineering, Procurement, Construction Management and Grant Management experience as well as cost effectiveness and familiarity with the area.

3) START AND COMPLETION DATES

Work may begin after acceptance of contract at Hyde County Board of Commissioners Meeting on December 6, 2021. Reasonable extensions may be granted by Hyde County, upon request for related delays. The proposed schedule is as follows:

- Design Services contract approved by Hyde BOC by December 6, 2021;

- Design completed and Construction bid packet released by May 2, 2022;
- Bid tabs for construction approved by Hyde County BOC on July 6, 2022;
- Construction to begin by August 1, 2022 and completed by May 1, 2023.

4) METHOD

General methods of architecture, design and commercial construction code. Also including site work and engineering of foundation.

5) INSPECTION

Kris Cahoon Noble, Hyde County Manager, shall serve as the County Authorized Official. Contractor will be responsible for employee supervision, job site safety, building code inspections, meeting all planning and development ordinances & compliance and for any needed traffic control.

5) PAYMENT

Invoices will be submitted monthly or as milestones are met. All work will be completed to the satisfaction of Hyde County, prior to payment. Payment shall be made within 30 days of receipt of an invoice certifying completion of the work to the satisfaction of the County.

7) ADDITIONAL PROVISIONS

- A. Execution of Contract. Contractor shall execute a contract within 10 days of award by the Board of Hyde County Commissioners.
- B. Assignment and Subcontracting. Contractor shall perform all of the work using its own workforce and prior listed subcontractors. Assignment and subcontracting is prohibited without written consent of Hyde County.
- C. Hold Harmless and Indemnification. Contractor shall hold harmless and indemnify Hyde County, 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. 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.
- I. Contractor shall keep Hyde County informed of its current address at all times.
- J. Applicable Law, Venue, and Service of Process. Contractor will enter into a Contract with the 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.
- K. Hyde County is an equal opportunity employer. Hyde County encourages minority contractors to respond to this Request for Proposals.
- L. Evaluation, Hyde County 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 County taking into consideration the following criteria:
 - 1. Qualifications, Experience and Design 20%
 - 2. The ability, capacity, and skill of the bidder to perform the services required under the RFP 20%
 - 3. Whether the bidder can provide the services promptly, within the time specified, and without delay or interference 20%
 - 4. The quality of service and level of performance of a bidder under previous contracts 20%
 - 5. Cost Effectiveness and Value 20%

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

PROJECT SCHEDULE

Date	
10-12-2021	RFP Issued
11-19-2021	Deadline for Written Questions
11-23-2021	Addenda Posted
11-30-2021	Proposal Due Date
12-6-2021	Consideration by the Hyde County BOC.
12-7-2021	Vendors are notified of award decision.
12-15-2021	Contract term begins.

PROPOSER'S CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or made 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 County of Hyde 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 County of Hyde reserves the right to reject any or all proposals.

Name of Firm

Phone #

Authorized Signature

Printed or Typed Name & Title

Email:

Mailing Address

Date:

City/State/Zip Code

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 County of Hyde 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 _____

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:
Contact Name:
Contact Phone Number:
Date Service Provided:

REQUEST FOR PROPOSAL CHECKLIST:

- _____ PROPOSER’S CERTIFICATION FORM
- _____ NON COLLUSION AFFIDAVIT
- _____ CERTIFICATION CONCERNING DEBARMENT AND SUSPENSION

CUSTOMER REFERENCES

Proposal should also address each of the following:

1. Qualifications, Experience and Design 20%
2. The ability, capacity, and skill of the bidder to perform the services required under the RFP 20%
3. Whether the bidder can provide the services promptly, within the time specified, and without delay or interference 20%
4. The quality of service and level of performance of a bidder under previous contracts 20%
5. Cost Effectiveness and Value 20%

January 13, 2022

Ms. Kris Noble, County Manger
County of Hyde
30 Oyster Creek Road
P.O. Box 188
Swan Quarter, NC 27885



Re: Fee Proposal for A/E Services
Hyde County Emergency Services Facility
Ocracoke Township

Dear Kris,

We are excited about working with Hyde County and this opportunity to provide design services for your Emergency Services Facility. We have prepared this proposal for design services for your review and consideration, along with our understanding of the project requirements.

PROJECT PARAMETERS

- The project consists of a new facility to house Ocracoke Island emergency services and a walk-in Health Clinic..
- Funding is anticipated for the project with a Golden Leaf Grant as well as other possible funding.
- The site will be located at 36 Lighthouse Road Ocracoke Township.
- The components to be included in this facility shall be a four bedroom living quarters approximately 1,600 SF. The ground level will house two emergency vehicles and a small walk in Health Clinic. This ground floor shall be approximately 2,100 SF. It is anticipated that the facility will be approximately 3,700 square feet in total area.
- The site will need to have appropriate vehicular circulation to allow for daily work flow and emergency vehicle ingress/egress.
- The building shall be a minimum of 2 feet above the base flood elevation.

CONSTRUCTION BUDGET

A construction budget will be determined once the Schematic Design is complete and the Board of Commission approves the budget. As we move through each phase of the project design, we will confirm/update the Construction Budget for your review and approval.

We understand that the selected project delivery method will be a traditional single-prime delivery process.

PROFESSIONAL FEES – BASIC SERVICES

Our proposed professional fees shall include all architectural and engineering services required for the project: Architectural, Civil Engineering, Structural Engineering, Plumbing, Mechanical, & Electrical Engineering, & Fire Protection Engineering.

OCA shall provide the following design and documentation services, inclusive of all architectural and engineering disciplines listed above:

Schematic Design

- o Oakley Collier Architects will provide full schematic design services to include, but not limited to the following:
 - Preliminary Floor Plan sketches
 - Preliminary Front Elevation sketches
 - Project Budget Estimates
 - Submission to Owner for review and approval prior to advancing to Design Development

Design Development

- o Oakley Collier Architects will provide full design development services to include, but not limited to the following:
 - Further Floor Plan Development
 - Complete Exterior Elevations
 - Develop Engineering Designs
 - Civil, Structural, Plumbing, Mechanical, Electrical & Fire Protection
 - Update Project Budget Estimates
 - Submission to Owner for review and approval prior to advancing to Construction Documents

Construction Documents

- o Oakley Collier Architects will provide full construction document design services to include, but not limited to the following:
 - Produce final Architectural Construction plans & details for bidding
 - Produce final Engineering plans & details for bidding
 - Produce Specification Manual for bidding
 - Finalize Project budget
 - Submit final plans to regulatory review agencies for review & approval
 - Submission to Owner for review and approval prior to advancing to Bidding and Negotiation

Bidding and Negotiation

- o Oakley Collier Architects will provide full bidding / negotiation services to include, but not limited to the following:

- Assist Owner in advertisement for bidding
- Distribute bidding documents to interested parties
- Conduct Pre-Bid Conference
- Respond to Bidder questions as required during bid process
- Conduct Public Bid Opening
- Analyze construction bids
- Prepare certified Bid Tabulation form
- Prepare construction contracts for award

Construction Administration

- o Oakley Collier Architects will provide full construction administration services to include, but not limited to the following:
 - Provide architectural on-site observation as required during construction
 - Provide engineering (via consultants) on-site observation as required for specific engineering discipline
 - Prepare written documentation of on-site observations, with photographs
 - Conduct monthly job progress meetings with Contractor & Owner
 - Review shop drawings
 - Provide on-going communication with General Contractor to facilitate project needs
 - Collect data for Owner selection of finishes
 - Review Contractor's application for payment
 - Review and process change orders, as required
 - Conduct preliminary & final walk through at project completion
 - Coordinate project close-out documentation

For the Architectural and Engineering work described above, **we propose a professional fee of 10% of construction costs, plus reimbursable expenses (estimated reimbursable costs not to exceed \$12,325).**

Current construction costs for commercial buildings range from \$325/SF to \$400/SF inclusive of site improvements. The actual fee shall be a fixed fee amount once the construction budget is established during the Schematic Design phase. Reimbursable expenses shall be billed as incurred and include, but are not limited to, the following:

- Mileage & associated travel costs
- Printing, reproductions, plots & copies
- Postage and handling
- Renderings, models, professional photography and presentation materials

The following items are not included under this proposal and shall be provided by others:

- Legal notices / Bid advertising
- Regulatory permit fees
- Site surveys
- Geotechnical testing
- Special Inspections
- Materials Testing

The following additional services may be necessary for the project; the need for these services will be determined during the design phases:

- Interior Design (selection of interior colors & furniture)
- LEED Certification
- Assistance in preparation of LGC Application

PROJECT SCHEDULE

We propose the following project schedule for consideration:

Schematic Design	4 weeks
Design Development	6 weeks
Construction Documents	6 weeks
Bidding	4 weeks
Construction	48 weeks

The times above are the required time to produce the necessary construction documentation and the time to construct the building. Additional time shall be required for Owner review and regulatory approvals. These reviews could add an additional 6-8 weeks to the schedule.

DESIGN TEAM

The following consultants are proposed:

Civil Engineering:	Quible Associates
Structural Engineering:	Scalene Design
MEP & FP Engineering:	Atlantec Engineers

We hope that this proposal will meet with your approval and look forward to working with you and Hyde County. Once this proposal is approved by the Board of Commissioners, we will prepare a standard AIA Owner-Architect Agreement (AIA B101).

Kris, we look forward to establishing a relationship with you and Hyde County on this project. Please do not hesitate to contact me if you have any questions.

Sincerely,



Timothy D. Oakley, AIA, LEED AP



CERTIFICATE OF LIABILITY INSURANCE

Exhibit J

DATE (MM/DD/YYYY)

02/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Consultants, Inc. P.O. Box 2490 Davidson NC 28036		CONTACT NAME: PHONE (A/C, No, Ext): (704) 799-1600 FAX (A/C, No): (704) 799-2955 E-MAIL ADDRESS: cert@imcpls.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: RLI Insurance Company	
		INSURER B: Liberty Insurance Underwriters	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21/22 All Lines Renewal **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			PSB0003333	04/19/2021	04/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED ☐ NON-OWNED ☐ AUTOS ONLY			PSA0001740	04/19/2021	04/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			PSE0001959	04/19/2021	04/19/2022	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	PSW0002542	04/19/2021	04/19/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			AEX100675-0006	04/19/2021	04/19/2022	Per claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

County of Hyde 30 Oyster Creek Road PO Box 188 Swan Quarter NC 27885	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: County Manager Kris Noble
Attachment: Yes

ITEM TITLE: BUDGET MATTERS

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

<u>Department</u>	<u>Line Item</u>	<u>Debit</u>	<u>Credit</u>
Utilities	Capital Outlay	\$54,300	
	NC DOT Water Main		\$54,300
Health	Legal Fees	\$6,000.00	
	Contract Interpreter		\$4,429.60
	Dues and Fees		\$1,570.40
Health	Dues and Fees	\$3,250.00	
	Accreditation Fees		\$3,250.00
Health	Essential Services	\$2,200.00	
	Dues and Fees		\$2,200.00
Health	Contract Services	\$7,500.00	
	Salaries		\$5,000.00
	Group Insurance		\$2,500.00
Social Services	LIEAP	\$65,656.00	
	DSS Administration		\$65,656.00

RECOMMEND: Discussion and approve budget revisions and amendments.

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

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

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

HYDE COUNTY BOARD OF COMMISSIONERS 2007 2008 BUDGET REVISIONS

MEETING DATE

2/7/2022

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

(FO USE)

BR#

IDT#

DEPARTMENT
UTILITIES

ACCOUNT #

608100.7425

603980.0046

LINE ITEM ACCOUNT NAME /
EXPLANATION

CAPITAL OUTLAY

NCDOT WATER MAIN

DOES INCREASE BUDGET, MONIES
ALLOCATED FROM NCDOT

DEBIT

\$ 54,300.00

CREDIT

\$ 54,300.00

REQUESTED BY _____ DATE ____/____/____

(SIGNATURE)

APPROVED BY _____

(CO MGR)

(BD CHAIR)

(CLERK)

APPROVAL DATE ____/____/____

ENTERED IN SYSTEM _____ DATE ____/____/____

(FINANCE OFFICER)

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE
2/7/2022

(FO USE)
BR # OR
IDT#

13/22

DEPARTMENT

ACCOUNT #

LINE ITEM ACCOUNT NAME /
EXPLANATION

"+" EXP BUDGET

"-" EXP BUDGET

"-" REV BUDGET

"+" REV BUDGET

DEBIT

CREDIT

General Health

10-5900.

Legal Fees

\$ 6,000.00

10-5900.4504

Contract Interpreter

\$ 4,429.60

10-5900.5300

Dues and Fees

\$ 1,570.40

TOTAL

\$ 6,000.00 \$ 6,000.00

Creating a budget line for Legal Fees, as Health Department has need legal counsel in 2021-22. Anticipated that legal counsel will continue as a need thus appropriating \$6,000. \$4,429.60 is to cover incurred expenses and the remainder is for forthcoming expenditures. **Budget is not increased. No local appropriations needed.**

REQUESTED

Quana Gible

DATE

2-7-2022

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE
2/7/2022

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

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
14/22	General Health	10-5900.5300	Dues and Fees	\$ 3,250.00	
		10-5900.5303	Accreditation Program Fees		\$ 3,250.00
			TOTAL	\$ 3,250.00	\$ 3,250.00

Accreditation Fees were charged to Due and Fees. Correcting the entry. **Budget is not increased.**

REQUESTED Sharon Gibbs DATE 2-7-2022

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

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE
2/7/2022

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

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
15/22	General Health	10-5900.5902	Essential Services	\$ 2,200.00	
		10-5900.5300	Dues and Fees		\$ 2,200.00
			TOTAL	\$ 2,200.00	\$ 2,200.00

Dues for NC Allicance of Public Health were charged to Essential Services, and should have been charged to Dues and Fees. Correcting entry. **Budget is not increased.**

REQUESTED

Suanal Gibbs

DATE

2-7-2023

APPROVED...

CO MANAGER

CO COMMISSIONER-CHAIR

CLERK TO BOARD

HYDE COUNTY BOARD OF COMMISSIONERS 2019/2020BUDGET REVISIONS

MEETING DATE
2/7/2022

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

(FO USE) BR # OR IDT#	DEPARTMENT	ACCOUNT #	LINE ITEM ACCOUNT NAME / EXPLANATION	DEBIT	CREDIT
16/22	WIC - Health	10-5970.4500	Contract Services	\$ 7,500.00	
		10-5970.0200	Salaries		\$ 5,000.00
		10-5970.0600	Group Insurance		\$ 2,500.00
			TOTAL	\$ 7,500.00	\$ 7,500.00

Transferring funds from salaries and insurance to contracted services, as the program is now operated by a contracted worker. **Budget is not increased, No local appropriations are needed.**

REQUESTED Quana P. Gibson DATE 2/7/2022

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

HYDE COUNTY BOARD OF COMMISSIONERS 2007 2008 BUDGET *REVISIONS*

MEETING DATE
2/7/2022

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

[illegible]

REQUESTED BY Lan Pau DATE 1 / 21 / 2022
(SIGNATURE)

APPROVED BY _____
(CO MGR) (BD CHAIR) (CLERK)

APPROVAL DATE / /

ENTERED IN SYSTEM _____ DATE ____/____/____
(FINANCE OFFICER)



DIVISION OF SOCIAL SERVICES

Low-Income Home Energy Assistance (LIEAP)

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

EFFECTIVE DATE: 12/01/2021

AUTHORIZATION NUMBER: 3

ALLOCATION PERIOD

FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS

FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	847,874.00	847,874.00	0.00	0.00	847,874.00	847,874.00
02	ALEXANDER	148,282.00	148,282.00	0.00	0.00	148,282.00	148,282.00
03	ALLEGHANY	62,203.00	62,203.00	0.00	0.00	62,203.00	62,203.00
04	ANSON	204,620.00	204,620.00	28,000.00	28,000.00	232,620.00	232,620.00
05	ASHE	141,977.00	141,977.00	0.00	0.00	141,977.00	141,977.00
06	AVERY	78,080.00	78,080.00	3,500.00	3,500.00	81,580.00	81,580.00
07	BEAUFORT	318,533.00	318,533.00	0.00	0.00	318,533.00	318,533.00
08	BERTIE	173,763.00	173,763.00	5,800.00	5,800.00	179,563.00	179,563.00
09	BLADEN	265,472.00	265,472.00	0.00	0.00	265,472.00	265,472.00
10	BRUNSWICK	524,674.00	524,674.00	0.00	0.00	524,674.00	524,674.00
11	BUNCOMBE	1,131,118.00	1,131,118.00	0.00	0.00	1,131,118.00	1,131,118.00
12	BURKE	503,911.00	503,911.00	0.00	0.00	503,911.00	503,911.00
13	CABARRUS	670,275.00	670,275.00	0.00	0.00	670,275.00	670,275.00
14	CALDWELL	401,573.00	401,573.00	0.00	0.00	401,573.00	401,573.00
15	CAMDEN	28,681.00	28,681.00	0.00	0.00	28,681.00	28,681.00
16	CARTERET	259,521.00	259,521.00	0.00	0.00	259,521.00	259,521.00
17	CASWELL	143,523.00	143,523.00	0.00	0.00	143,523.00	143,523.00
18	CATAWBA	743,244.00	743,244.00	0.00	0.00	743,244.00	743,244.00
19	CHATHAM	203,503.00	203,503.00	0.00	0.00	203,503.00	203,503.00
20	CHEROKEE	171,126.00	171,126.00	0.00	0.00	171,126.00	171,126.00
21	CHOWAN	100,587.00	100,587.00	0.00	0.00	100,587.00	100,587.00
22	CLAY	57,563.00	57,563.00	0.00	0.00	57,563.00	57,563.00
23	CLEVELAND	717,108.00	717,108.00	0.00	0.00	717,108.00	717,108.00
24	COLUMBUS	426,489.00	426,489.00	0.00	0.00	426,489.00	426,489.00
25	CRAVEN	476,930.00	476,930.00	0.00	0.00	476,930.00	476,930.00
26	CUMBERLAND	2,257,515.00	2,257,515.00	0.00	0.00	2,257,515.00	2,257,515.00
27	CURRITUCK	74,961.00	74,961.00	0.00	0.00	74,961.00	74,961.00
28	DARE	108,071.00	108,071.00	0.00	0.00	108,071.00	108,071.00
29	DAVIDSON	893,919.00	893,919.00	0.00	0.00	893,919.00	893,919.00
30	DAVIE	161,236.00	161,236.00	0.00	0.00	161,236.00	161,236.00
31	DUPLIN	330,530.00	330,530.00	0.00	0.00	330,530.00	330,530.00
32	DURHAM	1,449,964.00	1,449,964.00	0.00	0.00	1,449,964.00	1,449,964.00
33	EDGEcombe	474,641.00	474,641.00	0.00	0.00	474,641.00	474,641.00
34	FORSYTH	1,951,750.00	1,951,750.00	0.00	0.00	1,951,750.00	1,951,750.00
35	FRANKLIN	297,232.00	297,232.00	0.00	0.00	297,232.00	297,232.00
36	GASTON	1,104,313.00	1,104,313.00	0.00	0.00	1,104,313.00	1,104,313.00
37	GATES	60,257.00	60,257.00	0.00	0.00	60,257.00	60,257.00
38	GRAHAM	49,311.00	49,311.00	0.00	0.00	49,311.00	49,311.00
39	GRANVILLE	282,250.00	282,250.00	0.00	0.00	282,250.00	282,250.00
40	GREENE	139,408.00	139,408.00	0.00	0.00	139,408.00	139,408.00
41	GUILFORD	3,013,243.00	3,013,243.00	-42,200.00	-42,200.00	2,971,043.00	2,971,043.00
42	HALIFAX	492,317.00	492,317.00	0.00	0.00	492,317.00	492,317.00
43	HARNETT	682,357.00	682,357.00	0.00	0.00	682,357.00	682,357.00
44	HAYWOOD	268,584.00	268,584.00	0.00	0.00	268,584.00	268,584.00
45	HENDERSON	398,263.00	398,263.00	0.00	0.00	398,263.00	398,263.00
46	HERTFORD	203,325.00	203,325.00	0.00	0.00	203,325.00	203,325.00
47	HOKE	329,093.00	329,093.00	0.00	0.00	329,093.00	329,093.00

Low-Income Home Energy Assistance (LIEAP)

AUTHORIZATION NUMBER: 3

		Initial (or Previous) Allocation		Additional Allocation		Grand Total Allocation	
		Funding Authorization					
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	34,065.00	34,065.00	3,000.00	3,000.00	37,065.00	37,065.00
49	IREDELL	484,259.00	484,259.00	0.00	0.00	484,259.00	484,259.00
50	JACKSON	213,676.00	213,676.00	0.00	0.00	213,676.00	213,676.00
51	JOHNSTON	896,924.00	896,924.00	0.00	0.00	896,924.00	896,924.00
52	JONES	69,400.00	69,400.00	0.00	0.00	69,400.00	69,400.00
53	LEE	312,846.00	312,846.00	0.00	0.00	312,846.00	312,846.00
54	LENOIR	481,936.00	481,936.00	0.00	0.00	481,936.00	481,936.00
55	LINCOLN	309,704.00	309,704.00	0.00	0.00	309,704.00	309,704.00
56	MACON	168,510.00	168,510.00	0.00	0.00	168,510.00	168,510.00
57	MADISON	107,801.00	107,801.00	0.00	0.00	107,801.00	107,801.00
58	MARTIN	174,965.00	174,965.00	0.00	0.00	174,965.00	174,965.00
59	MCDOWELL	254,076.00	254,076.00	0.00	0.00	254,076.00	254,076.00
60	MECKLENBURG	4,124,845.00	4,124,845.00	0.00	0.00	4,124,845.00	4,124,845.00
61	MITCHELL	81,039.00	81,039.00	0.00	0.00	81,039.00	81,039.00
62	MONTGOMERY	144,995.00	144,995.00	0.00	0.00	144,995.00	144,995.00
63	MOORE	378,394.00	378,394.00	0.00	0.00	378,394.00	378,394.00
64	NASH	560,673.00	560,673.00	0.00	0.00	560,673.00	560,673.00
65	NEW HANOVER	993,582.00	993,582.00	0.00	0.00	993,582.00	993,582.00
66	NORTHAMPTON	171,587.00	171,587.00	0.00	0.00	171,587.00	171,587.00
67	ONslow	744,040.00	744,040.00	0.00	0.00	744,040.00	744,040.00
68	ORANGE	520,230.00	520,230.00	0.00	0.00	520,230.00	520,230.00
69	PAMLICO	66,156.00	66,156.00	0.00	0.00	66,156.00	66,156.00
70	PASQUOTANK	234,568.00	234,568.00	0.00	0.00	234,568.00	234,568.00
71	PENDER	248,588.00	248,588.00	0.00	0.00	248,588.00	248,588.00
72	PERQUIMANS	75,899.00	75,899.00	0.00	0.00	75,899.00	75,899.00
73	PERSON	231,341.00	231,341.00	0.00	0.00	231,341.00	231,341.00
74	PITT	1,158,337.00	1,158,337.00	0.00	0.00	1,158,337.00	1,158,337.00
75	POLK	80,709.00	80,709.00	0.00	0.00	80,709.00	80,709.00
76	RANDOLPH	716,145.00	716,145.00	0.00	0.00	716,145.00	716,145.00
77	RICHMOND	448,563.00	448,563.00	0.00	0.00	448,563.00	448,563.00
78	ROBESON	1,422,562.00	1,422,562.00	0.00	0.00	1,422,562.00	1,422,562.00
79	ROCKINGHAM	582,474.00	582,474.00	0.00	0.00	582,474.00	582,474.00
80	ROWAN	708,157.00	708,157.00	0.00	0.00	708,157.00	708,157.00
81	RUTHERFORD	426,689.00	426,689.00	0.00	0.00	426,689.00	426,689.00
82	SAMPSON	396,243.00	396,243.00	0.00	0.00	396,243.00	396,243.00
83	SCOTLAND	347,952.00	347,952.00	0.00	0.00	347,952.00	347,952.00
84	STANLY	259,349.00	259,349.00	0.00	0.00	259,349.00	259,349.00
85	STOKES	203,772.00	203,772.00	0.00	0.00	203,772.00	203,772.00
86	SURRY	418,043.00	418,043.00	0.00	0.00	418,043.00	418,043.00
87	SWAIN	74,050.00	74,050.00	0.00	0.00	74,050.00	74,050.00
88	TRANSYLVANIA	145,024.00	145,024.00	0.00	0.00	145,024.00	145,024.00
89	TYRRELL	30,112.00	30,112.00	0.00	0.00	30,112.00	30,112.00
90	UNION	619,290.00	619,290.00	0.00	0.00	619,290.00	619,290.00
91	VANCE	380,141.00	380,141.00	0.00	0.00	380,141.00	380,141.00
92	WAKE	2,830,548.00	2,830,548.00	0.00	0.00	2,830,548.00	2,830,548.00
93	WARREN	155,153.00	155,153.00	0.00	0.00	155,153.00	155,153.00
94	WASHINGTON	101,426.00	101,426.00	0.00	0.00	101,426.00	101,426.00
95	WATAUGA	242,097.00	242,097.00	0.00	0.00	242,097.00	242,097.00
96	WAYNE	808,812.00	808,812.00	0.00	0.00	808,812.00	808,812.00
97	WILKES	384,955.00	384,955.00	0.00	0.00	384,955.00	384,955.00
98	WILSON	600,883.00	600,883.00	0.00	0.00	600,883.00	600,883.00
99	YADKIN	169,141.00	169,141.00	0.00	0.00	169,141.00	169,141.00
100	YANCEY	99,715.00	99,715.00	1,900.00	1,900.00	101,615.00	101,615.00
Total		\$ 49,717,611.00	\$ 49,717,611.00	\$ -	\$ -	\$ 49,717,611.00	\$ 49,717,611.00

Low-Income Home Energy Assistance (LIEAP) AUTHORIZATION NUMBER: 3

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds Block Grant

CFDA Number: 93.568

CFDA Name: Low-Income Home Energy Assistance

Award Name: Low-Income Home Energy Assistance

Award Number: 21B1NCLIEA & 22B1NCLIEA

Award Date: FFY 2021 & 2022

Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

This allocation represents the entire amount as designated in Session Law.

These funds cannot be spent until after December 1, 2021.

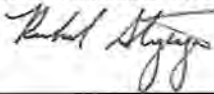
XS411 Heading: LIHEAP

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NC GENERAL ASSEMBLY. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE



DATE:

December 20, 2021

Water Program



DIVISION OF SOCIAL SERVICES

Low-Income Household Water Assistance Program (LIHWAP) *

FUNDING SOURCE: Consolidated Appropriations Act (CAA)*

EFFECTIVE DATE: 12/01/2021

AUTHORIZATION NUMBER: 1

New Funding
from Covid
Money

ALLOCATION PERIOD

FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS

FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	286,479.00	286,479.00	0.00	0.00	286,479.00	286,479.00
02	ALEXANDER	50,101.00	50,101.00	0.00	0.00	50,101.00	50,101.00
03	ALLEGHANY	21,017.00	21,017.00	0.00	0.00	21,017.00	21,017.00
04	ANSON	69,137.00	69,137.00	0.00	0.00	69,137.00	69,137.00
05	ASHE	47,971.00	47,971.00	0.00	0.00	47,971.00	47,971.00
06	AVERY	26,381.00	26,381.00	0.00	0.00	26,381.00	26,381.00
07	BEAUFORT	107,626.00	107,626.00	0.00	0.00	107,626.00	107,626.00
08	BERTIE	58,711.00	58,711.00	0.00	0.00	58,711.00	58,711.00
09	BLADEN	89,697.00	89,697.00	0.00	0.00	89,697.00	89,697.00
10	BRUNSWICK	177,276.00	177,276.00	0.00	0.00	177,276.00	177,276.00
11	BUNCOMBE	382,181.00	382,181.00	0.00	0.00	382,181.00	382,181.00
12	BURKE	170,261.00	170,261.00	0.00	0.00	170,261.00	170,261.00
13	CABARRUS	226,472.00	226,472.00	0.00	0.00	226,472.00	226,472.00
14	CALDWELL	135,683.00	135,683.00	0.00	0.00	135,683.00	135,683.00
15	CAMDEN	9,691.00	9,691.00	0.00	0.00	9,691.00	9,691.00
16	CARTERET	87,687.00	87,687.00	0.00	0.00	87,687.00	87,687.00
17	CASWELL	48,493.00	48,493.00	0.00	0.00	48,493.00	48,493.00
18	CATAWBA	251,127.00	251,127.00	0.00	0.00	251,127.00	251,127.00
19	CHATHAM	68,759.00	68,759.00	0.00	0.00	68,759.00	68,759.00
20	CHEROKEE	57,820.00	57,820.00	0.00	0.00	57,820.00	57,820.00
21	CHOWAN	33,986.00	33,986.00	0.00	0.00	33,986.00	33,986.00
22	CLAY	19,449.00	19,449.00	0.00	0.00	19,449.00	19,449.00
23	CLEVELAND	242,296.00	242,296.00	0.00	0.00	242,296.00	242,296.00
24	COLUMBUS	144,101.00	144,101.00	0.00	0.00	144,101.00	144,101.00
25	CRAVEN	161,145.00	161,145.00	0.00	0.00	161,145.00	161,145.00
26	CUMBERLAND	762,767.00	762,767.00	0.00	0.00	762,767.00	762,767.00
27	CURRITUCK	25,328.00	25,328.00	0.00	0.00	25,328.00	25,328.00
28	DARE	36,515.00	36,515.00	0.00	0.00	36,515.00	36,515.00
29	DAVIDSON	302,036.00	302,036.00	0.00	0.00	302,036.00	302,036.00
30	DAVIE	54,478.00	54,478.00	0.00	0.00	54,478.00	54,478.00
31	DUPLIN	111,679.00	111,679.00	0.00	0.00	111,679.00	111,679.00
32	DURHAM	489,912.00	489,912.00	0.00	0.00	489,912.00	489,912.00
33	EDGECOMBE	160,371.00	160,371.00	0.00	0.00	160,371.00	160,371.00
34	FORSYTH	659,455.00	659,455.00	0.00	0.00	659,455.00	659,455.00
35	FRANKLIN	100,428.00	100,428.00	0.00	0.00	100,428.00	100,428.00
36	GASTON	373,124.00	373,124.00	0.00	0.00	373,124.00	373,124.00
37	GATES	20,360.00	20,360.00	0.00	0.00	20,360.00	20,360.00
38	GRAHAM	16,661.00	16,661.00	0.00	0.00	16,661.00	16,661.00
39	GRANVILLE	95,366.00	95,366.00	0.00	0.00	95,366.00	95,366.00
40	GREENE	47,103.00	47,103.00	0.00	0.00	47,103.00	47,103.00
41	GUILFORD	1,018,111.00	1,018,111.00	0.00	0.00	1,018,111.00	1,018,111.00
42	HALIFAX	166,344.00	166,344.00	0.00	0.00	166,344.00	166,344.00
43	HARNETT	230,554.00	230,554.00	0.00	0.00	230,554.00	230,554.00
44	HAYWOOD	90,749.00	90,749.00	0.00	0.00	90,749.00	90,749.00
45	HENDERSON	134,564.00	134,564.00	0.00	0.00	134,564.00	134,564.00
46	HERTFORD	68,699.00	68,699.00	0.00	0.00	68,699.00	68,699.00
47	HOKE	111,194.00	111,194.00	0.00	0.00	111,194.00	111,194.00

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 1

		Initial (or Previous) Allocation				Grand Total Allocation	
		Funding Authorization		Additional Allocation			
	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	11,510.00	11,510.00	0.00	0.00	11,510.00	11,510.00
49	IREDELL	163,621.00	163,621.00	0.00	0.00	163,621.00	163,621.00
50	JACKSON	72,197.00	72,197.00	0.00	0.00	72,197.00	72,197.00
51	JOHNSTON	303,052.00	303,052.00	0.00	0.00	303,052.00	303,052.00
52	JONES	23,449.00	23,449.00	0.00	0.00	23,449.00	23,449.00
53	LEE	105,704.00	105,704.00	0.00	0.00	105,704.00	105,704.00
54	LENOIR	162,836.00	162,836.00	0.00	0.00	162,836.00	162,836.00
55	LINCOLN	104,643.00	104,643.00	0.00	0.00	104,643.00	104,643.00
56	MACON	56,936.00	56,936.00	0.00	0.00	56,936.00	56,936.00
57	MADISON	36,424.00	36,424.00	0.00	0.00	36,424.00	36,424.00
58	MARTIN	59,117.00	59,117.00	0.00	0.00	59,117.00	59,117.00
59	MCDOWELL	85,847.00	85,847.00	0.00	0.00	85,847.00	85,847.00
60	MECKLENBURG	1,393,694.00	1,393,694.00	0.00	0.00	1,393,694.00	1,393,694.00
61	MITCHELL	27,381.00	27,381.00	0.00	0.00	27,381.00	27,381.00
62	MONTGOMERY	48,991.00	48,991.00	0.00	0.00	48,991.00	48,991.00
63	MOORE	127,851.00	127,851.00	0.00	0.00	127,851.00	127,851.00
64	NASH	189,439.00	189,439.00	0.00	0.00	189,439.00	189,439.00
65	NEW HANOVER	335,710.00	335,710.00	0.00	0.00	335,710.00	335,710.00
66	NORTHAMPTON	57,975.00	57,975.00	0.00	0.00	57,975.00	57,975.00
67	ONslow	251,396.00	251,396.00	0.00	0.00	251,396.00	251,396.00
68	ORANGE	175,775.00	175,775.00	0.00	0.00	175,775.00	175,775.00
69	PAMLICO	22,353.00	22,353.00	0.00	0.00	22,353.00	22,353.00
70	PASQUOTANK	79,256.00	79,256.00	0.00	0.00	79,256.00	79,256.00
71	PENDER	83,993.00	83,993.00	0.00	0.00	83,993.00	83,993.00
72	PERQUIMANS	25,645.00	25,645.00	0.00	0.00	25,645.00	25,645.00
73	PERSON	78,165.00	78,165.00	0.00	0.00	78,165.00	78,165.00
74	PITT	391,377.00	391,377.00	0.00	0.00	391,377.00	391,377.00
75	POLK	27,270.00	27,270.00	0.00	0.00	27,270.00	27,270.00
76	RANDOLPH	241,970.00	241,970.00	0.00	0.00	241,970.00	241,970.00
77	RICHMOND	151,560.00	151,560.00	0.00	0.00	151,560.00	151,560.00
78	ROBESON	480,654.00	480,654.00	0.00	0.00	480,654.00	480,654.00
79	ROCKINGHAM	196,806.00	196,806.00	0.00	0.00	196,806.00	196,806.00
80	ROWAN	239,271.00	239,271.00	0.00	0.00	239,271.00	239,271.00
81	RUTHERFORD	144,169.00	144,169.00	0.00	0.00	144,169.00	144,169.00
82	SAMPSON	133,882.00	133,882.00	0.00	0.00	133,882.00	133,882.00
83	SCOTLAND	117,566.00	117,566.00	0.00	0.00	117,566.00	117,566.00
84	STANLY	87,629.00	87,629.00	0.00	0.00	87,629.00	87,629.00
85	STOKES	68,850.00	68,850.00	0.00	0.00	68,850.00	68,850.00
86	SURRY	141,248.00	141,248.00	0.00	0.00	141,248.00	141,248.00
87	SWAIN	25,020.00	25,020.00	0.00	0.00	25,020.00	25,020.00
88	TRANSYLVANIA	49,000.00	49,000.00	0.00	0.00	49,000.00	49,000.00
89	TYRRELL	10,174.00	10,174.00	0.00	0.00	10,174.00	10,174.00
90	UNION	209,245.00	209,245.00	0.00	0.00	209,245.00	209,245.00
91	VANCE	128,442.00	128,442.00	0.00	0.00	128,442.00	128,442.00
92	WAKE	956,382.00	956,382.00	0.00	0.00	956,382.00	956,382.00
93	WARREN	52,423.00	52,423.00	0.00	0.00	52,423.00	52,423.00
94	WASHINGTON	34,270.00	34,270.00	0.00	0.00	34,270.00	34,270.00
95	WATAUGA	81,799.00	81,799.00	0.00	0.00	81,799.00	81,799.00
96	WAYNE	273,281.00	273,281.00	0.00	0.00	273,281.00	273,281.00
97	WILKES	130,068.00	130,068.00	0.00	0.00	130,068.00	130,068.00
98	WILSON	203,026.00	203,026.00	0.00	0.00	203,026.00	203,026.00
99	YADKIN	57,149.00	57,149.00	0.00	0.00	57,149.00	57,149.00
100	YANCEY	33,692.00	33,692.00	0.00	0.00	33,692.00	33,692.00
Total		\$ 16,798,528.00	\$ 16,798,528.00	\$ -	\$ -	\$ 16,798,528.00	\$ 16,798,528.00

Low-Income Household Water Assistance Program (LIHWAP)

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Low-Income Home Energy Assistance
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: 2101NCLWC5
Award Date: FFY 2021
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

These funds cannot be spent until after December 1, 2021.

XS411 Heading: LIHWAP CAA
Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASS THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE



DATE:

November 23, 2021



DIVISION OF SOCIAL SERVICES

Low-Income Household Assistance Program (LIEAP)

FUNDING SOURCE: American Rescue Plan Act (ARPA)

EFFECTIVE DATE: 12/01/2021

AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM DECEMBER 2021 THRU MAY 2022 SERVICE MONTHS

FROM JANUARY 2022 THRU JUNE 2022 PAYMENT MONTHS

Co. No.	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	1,112,382.00	1,112,382.00	0.00	0.00	1,112,382.00	1,112,382.00
02	ALEXANDER	194,542.00	194,542.00	0.00	0.00	194,542.00	194,542.00
03	ALLEGHANY	81,608.00	81,608.00	0.00	0.00	81,608.00	81,608.00
04	ANSON	268,455.00	268,455.00	0.00	0.00	268,455.00	268,455.00
05	ASHE	186,269.00	186,269.00	0.00	0.00	186,269.00	186,269.00
06	AVERY	102,438.00	102,438.00	0.00	0.00	102,438.00	102,438.00
07	BEAUFORT	417,905.00	417,905.00	0.00	0.00	417,905.00	417,905.00
08	BERTIE	227,971.00	227,971.00	0.00	0.00	227,971.00	227,971.00
09	BLADEN	348,290.00	348,290.00	0.00	0.00	348,290.00	348,290.00
10	BRUNSWICK	688,354.00	688,354.00	0.00	0.00	688,354.00	688,354.00
11	BUNCOMBE	1,483,989.00	1,483,989.00	0.00	0.00	1,483,989.00	1,483,989.00
12	BURKE	661,114.00	661,114.00	0.00	0.00	661,114.00	661,114.00
13	CABARRUS	879,378.00	879,378.00	0.00	0.00	879,378.00	879,378.00
14	CALDWELL	526,850.00	526,850.00	0.00	0.00	526,850.00	526,850.00
15	CAMDEN	37,628.00	37,628.00	0.00	0.00	37,628.00	37,628.00
16	CARTERET	340,482.00	340,482.00	0.00	0.00	340,482.00	340,482.00
17	CASWELL	188,297.00	188,297.00	0.00	0.00	188,297.00	188,297.00
18	CATAWBA	975,111.00	975,111.00	0.00	0.00	975,111.00	975,111.00
19	CHATHAM	266,989.00	266,989.00	0.00	0.00	266,989.00	266,989.00
20	CHEROKEE	224,511.00	224,511.00	0.00	0.00	224,511.00	224,511.00
21	CHOWAN	131,967.00	131,967.00	0.00	0.00	131,967.00	131,967.00
22	CLAY	75,521.00	75,521.00	0.00	0.00	75,521.00	75,521.00
23	CLEVELAND	940,822.00	940,822.00	0.00	0.00	940,822.00	940,822.00
24	COLUMBUS	559,539.00	559,539.00	0.00	0.00	559,539.00	559,539.00
25	CRAVEN	625,717.00	625,717.00	0.00	0.00	625,717.00	625,717.00
26	CUMBERLAND	2,961,784.00	2,961,784.00	0.00	0.00	2,961,784.00	2,961,784.00
27	CURRITUCK	98,346.00	98,346.00	0.00	0.00	98,346.00	98,346.00
28	DARE	141,785.00	141,785.00	0.00	0.00	141,785.00	141,785.00
29	DAVIDSON	1,172,791.00	1,172,791.00	0.00	0.00	1,172,791.00	1,172,791.00
30	DAVIE	211,536.00	211,536.00	0.00	0.00	211,536.00	211,536.00
31	DUPLIN	433,645.00	433,645.00	0.00	0.00	433,645.00	433,645.00
32	DURHAM	1,902,305.00	1,902,305.00	0.00	0.00	1,902,305.00	1,902,305.00
33	EDGECOMBE	622,713.00	622,713.00	0.00	0.00	622,713.00	622,713.00
34	FORSYTH	2,560,630.00	2,560,630.00	0.00	0.00	2,560,630.00	2,560,630.00
35	FRANKLIN	389,958.00	389,958.00	0.00	0.00	389,958.00	389,958.00
36	GASTON	1,448,821.00	1,448,821.00	0.00	0.00	1,448,821.00	1,448,821.00
37	GATES	79,056.00	79,056.00	0.00	0.00	79,056.00	79,056.00
38	GRAHAM	64,694.00	64,694.00	0.00	0.00	64,694.00	64,694.00
39	GRANVILLE	370,303.00	370,303.00	0.00	0.00	370,303.00	370,303.00
40	GREENE	182,899.00	182,899.00	0.00	0.00	182,899.00	182,899.00
41	GUILFORD	3,953,274.00	3,953,274.00	0.00	0.00	3,953,274.00	3,953,274.00
42	HALIFAX	645,904.00	645,904.00	0.00	0.00	645,904.00	645,904.00
43	HARNETT	895,230.00	895,230.00	0.00	0.00	895,230.00	895,230.00
44	HAYWOOD	352,374.00	352,374.00	0.00	0.00	352,374.00	352,374.00
45	HENDERSON	522,507.00	522,507.00	0.00	0.00	522,507.00	522,507.00
46	HERTFORD	266,756.00	266,756.00	0.00	0.00	266,756.00	266,756.00
47	HOKE	431,759.00	431,759.00	0.00	0.00	431,759.00	431,759.00

~~Low-Income Household Water Assistance Program (LHWAP)~~ **LIEAP**

AUTHORIZATION NUMBER: 1

	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	44,692.00	44,692.00	0.00	0.00	44,692.00	44,692.00
49	IREDELL	635,331.00	635,331.00	0.00	0.00	635,331.00	635,331.00
50	JACKSON	280,336.00	280,336.00	0.00	0.00	280,336.00	280,336.00
51	JOHNSTON	1,176,735.00	1,176,735.00	0.00	0.00	1,176,735.00	1,176,735.00
52	JONES	91,051.00	91,051.00	0.00	0.00	91,051.00	91,051.00
53	LEE	410,443.00	410,443.00	0.00	0.00	410,443.00	410,443.00
54	LENOIR	632,283.00	632,283.00	0.00	0.00	632,283.00	632,283.00
55	LINCOLN	406,322.00	406,322.00	0.00	0.00	406,322.00	406,322.00
56	MACON	221,080.00	221,080.00	0.00	0.00	221,080.00	221,080.00
57	MADISON	141,432.00	141,432.00	0.00	0.00	141,432.00	141,432.00
58	MARTIN	229,548.00	229,548.00	0.00	0.00	229,548.00	229,548.00
59	MCDOWELL	333,340.00	333,340.00	0.00	0.00	333,340.00	333,340.00
60	MECKLENBURG	5,411,660.00	5,411,660.00	0.00	0.00	5,411,660.00	5,411,660.00
61	MITCHELL	106,320.00	106,320.00	0.00	0.00	106,320.00	106,320.00
62	MONTGOMERY	190,229.00	190,229.00	0.00	0.00	190,229.00	190,229.00
63	MOORE	496,441.00	496,441.00	0.00	0.00	496,441.00	496,441.00
64	NASH	735,584.00	735,584.00	0.00	0.00	735,584.00	735,584.00
65	NEW HANOVER	1,303,546.00	1,303,546.00	0.00	0.00	1,303,546.00	1,303,546.00
66	NORTHAMPTON	225,116.00	225,116.00	0.00	0.00	225,116.00	225,116.00
67	ONslow	976,156.00	976,156.00	0.00	0.00	976,156.00	976,156.00
68	ORANGE	682,524.00	682,524.00	0.00	0.00	682,524.00	682,524.00
69	PAMLICO	86,795.00	86,795.00	0.00	0.00	86,795.00	86,795.00
70	PASQUOTANK	307,745.00	307,745.00	0.00	0.00	307,745.00	307,745.00
71	PENDER	326,139.00	326,139.00	0.00	0.00	326,139.00	326,139.00
72	PERQUIMANS	99,577.00	99,577.00	0.00	0.00	99,577.00	99,577.00
73	PERSON	303,512.00	303,512.00	0.00	0.00	303,512.00	303,512.00
74	PITT	1,519,699.00	1,519,699.00	0.00	0.00	1,519,699.00	1,519,699.00
75	POLK	105,887.00	105,887.00	0.00	0.00	105,887.00	105,887.00
76	RANDOLPH	939,558.00	939,558.00	0.00	0.00	939,558.00	939,558.00
77	RICHMOND	588,500.00	588,500.00	0.00	0.00	588,500.00	588,500.00
78	ROBESON	1,866,354.00	1,866,354.00	0.00	0.00	1,866,354.00	1,866,354.00
79	ROCKINGHAM	764,186.00	764,186.00	0.00	0.00	764,186.00	764,186.00
80	ROWAN	929,079.00	929,079.00	0.00	0.00	929,079.00	929,079.00
81	RUTHERFORD	559,802.00	559,802.00	0.00	0.00	559,802.00	559,802.00
82	SAMPSON	519,857.00	519,857.00	0.00	0.00	519,857.00	519,857.00
83	SCOTLAND	456,502.00	456,502.00	0.00	0.00	456,502.00	456,502.00
84	STANLY	340,257.00	340,257.00	0.00	0.00	340,257.00	340,257.00
85	STOKES	267,342.00	267,342.00	0.00	0.00	267,342.00	267,342.00
86	SURRY	548,458.00	548,458.00	0.00	0.00	548,458.00	548,458.00
87	SWAIN	97,152.00	97,152.00	0.00	0.00	97,152.00	97,152.00
88	TRANSYLVANIA	190,266.00	190,266.00	0.00	0.00	190,266.00	190,266.00
89	TYRRELL	39,506.00	39,506.00	0.00	0.00	39,506.00	39,506.00
90	UNION	812,488.00	812,488.00	0.00	0.00	812,488.00	812,488.00
91	VANCE	498,732.00	498,732.00	0.00	0.00	498,732.00	498,732.00
92	WAKE	3,713,584.00	3,713,584.00	0.00	0.00	3,713,584.00	3,713,584.00
93	WARREN	203,556.00	203,556.00	0.00	0.00	203,556.00	203,556.00
94	WASHINGTON	133,067.00	133,067.00	0.00	0.00	133,067.00	133,067.00
95	WATAUGA	317,623.00	317,623.00	0.00	0.00	317,623.00	317,623.00
96	WAYNE	1,061,135.00	1,061,135.00	0.00	0.00	1,061,135.00	1,061,135.00
97	WILKES	505,048.00	505,048.00	0.00	0.00	505,048.00	505,048.00
98	WILSON	788,339.00	788,339.00	0.00	0.00	788,339.00	788,339.00
99	YADKIN	221,907.00	221,907.00	0.00	0.00	221,907.00	221,907.00
100	YANCEY	130,823.00	130,823.00	0.00	0.00	130,823.00	130,823.00
	Total	\$ 65,227,843.00	\$ 65,227,843.00	\$ -	\$ -	\$ 65,227,843.00	\$ 65,227,843.00

Low-Income Household Assistance Program (ARPA)

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Low-Income Home Energy Assistance
CFDA Number: 93.568
CFDA Name: Low-Income Home Energy Assistance
Award Name: Low-Income Home Energy Assistance
Award Number: 2101NCE5C6
Award Date: FFY 2021
Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

These funds cannot be spent until after December 1, 2021.

XS411 Heading: LIEAP ARPA
Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASS THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE

DATE:



December 15, 2021

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Chair, Vice-Chair, Commissioners, Manager
Attachment: No

ITEM TITLE: MANAGEMENT REPORTS

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

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

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

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

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

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

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

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: February 7, 2022
Presenter: Citizens
Attachment: No

ITEM TITLE: PUBLIC COMMENTS

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

RECOMMEND: Receive comments.

Supplemental Information

Wild Duck Tests Positive for Highly Pathogenic Avian Influenza in Hyde County

19 January 2022

Wild Duck Tests Positive for Highly Pathogenic Avian Influenza in Hyde County

A Northern shoveler in Hyde County tested positive for HPAI during an ongoing surveillance check by the USDA in collaboration with state wildlife agencies.

RALEIGH, N.C. (Jan. 19, 2022) — Confirmation that a wild duck (Northern shoveler) harvested by a hunter in Hyde County tested positive for highly pathogenic avian influenza (HPAI) has prompted biologists at the N.C. Wildlife Resources Commission to remind hunters to follow best practices when handling waterfowl after harvest.

The United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) announced the positive detection to stakeholders yesterday, along with the announcement of a second wild duck confirmed to have HPAI in Colleton County, South Carolina since Jan. 14. All three findings are H5N1 HPAI. These are the first wild birds in the United States to have Eurasian H5 HPAI since 2016. The positive samples were collected by USDA as part of their ongoing surveillance program for early detection of HPAI in collaboration with state wildlife agencies. The North Carolina positive sample was collected on Dec. 30, 2021.

These positive detections in wild waterfowl are not unexpected, as they can be infected with HPAI and show no signs of illness. They can then carry the disease to new areas through fecal material or oral discharges when migrating. For updates on any additional positive detections of HPAI, visit the USDA APHIS website.

This type of HPAI virus is considered a low risk to people according to the U.S. Centers for Disease Control, but it can be dangerous to other birds, including commercial and backyard flocks of poultry. Officials at the Wildlife Commission recommend that hunters take these extra precautions offered by the USDA to protect themselves:

- Do not harvest or handle wild birds that are obviously sick or found dead.
- Wear rubber gloves when handling birds, cleaning game or cleaning bird feeders.
- Do not eat, drink or smoke while cleaning game.
- Dress your game birds in the field whenever possible. If you must dress your birds at home, clean them in an area separate from your poultry and pet birds.
- Double bag the inedible parts of the bird and feathers. Tie the inner bag and include your rubber gloves and leave them in the outer bag before tying it closed.
- Wash hands with soap and water immediately after handling game or cleaning bird feeders. If soap and water are not available, use alcohol wipes.
- Wash all tools and work surfaces with soap and water. Then, disinfect them.

- Avoid cross-contamination. Keep uncooked game in a separate container, away from cooked or ready-to-eat foods.
- Cook game meat thoroughly; poultry should reach an internal temperature of 165 degrees Fahrenheit to kill disease organisms and parasites.

“If someone comes across a mortality event involving five or more waterbirds or waterfowl, or a mortality event of any size for raptors or avian scavengers, including crows, ravens and gulls, we want to know about them,” stated Joe Fuller, wildlife biologist with the Wildlife Commission. “We are also interested in morbidity events involving any number of those same bird species that are observed with clinical signs consistent with neurological impairment, like swimming in circles, head tilt and lack of coordination.”

The public is encouraged to direct wild bird reports as described by Fuller to the NC Wildlife Helpline at 866-318-2401, Monday – Friday, 8 a.m. – 5 p.m., or email HWI@ncwildlife.org, or call USDA at 866-536-7593.

Sick or dying captive birds should be reported to your local veterinarian, the N.C. Department of Agriculture & Consumer Science Veterinary Division, 919-707-3250, or the N.C. Veterinary Diagnostic Laboratory System, 919-733-3986. For more information on HPAI, visit the NCDA&CS website.

Media Contact:
Mindy Wharton
919-410-2111

Photographer:
Shutterstock, Simonas Minkevicius

The Anonymous Trust Renews Support for Lead for North Carolina



Since the program's inception in 2019, [Lead for North Carolina](#) (LFNC) has recruited, trained, and supported 53 recent college graduates placed in local government fellowships across the state. The real-world impact generated by this program and its fellows would not be possible without a cadre of dedicated partners from diverse institutions throughout North Carolina. Many of these organizations have provided day-one support of LFNC in its mission to strengthen public institutions, transform communities, and cultivate a new generation of public service leaders.

LFNC is pleased to announce that one of these organizations has renewed its support of the program. The Anonymous Trust has announced it will back the program over the next two years, providing funding for LFNC Fellows serving in eastern North Carolina. The funds will support stipends for fellows in Tier 1 and Tier 2 counties as well as administrative

support for program operation. Economic tiers are associated with County Distress Rankings released annually by the [North Carolina Department of Commerce](#).

“The School of Government is proud of and encouraged by the work of our Lead for North Carolina Fellows,” said Dean [Mike Smith](#). “Funding from partners like The Anonymous Trust allows us to continue ensuring that a diverse array of North Carolina communities can have the opportunity to host a fellow, and that fellows have the opportunity to learn and serve in communities across the state. We are grateful for their continued support of this important program.”

“The Anonymous Trust focuses on rural and under-resourced communities in eastern North Carolina,” said Debbie Aiken, executive director of The Anonymous Trust. “We partner within the communities we serve to understand needs, assets and challenges and to engage with the community to help identify resources to build capacity, amplify results and engender hope. As an inaugural funder of Lead for North Carolina, we have seen and heard first-hand the value that this program brings to the region and are committed to a long-term partnership.”

To date, LFNC has placed 25 of its 53 total fellows in eastern North Carolina communities, counties, and governmental councils. Nine fellows are serving the state’s eastern region this year.

Those nine fellows include [Elizabeth Miller](#), a Davidson College graduate working in Hyde County, a Tier 1 county on the North Carolina coast. After growing up in the mountains of western North Carolina, Miller has found beauty, challenges, and unique opportunities during her fellowship experience.

“I did not expect that eastern North Carolina would give the scenic landscapes of my youth a run for their money,” Miller said. “I have enjoyed not only exploring the region’s beaches, but also wandering through its swamps, rivers, and estuaries. Dealing with persistent hurricanes and flooding has ingrained a unique resilience and grit in the county’s population. Hyde County has a distinct history for such a remote place—what many people have described to me as ‘the edge of the world.’”

During her fellowship, Miller has administered a grant program funded by the North Carolina Housing Finance Agency that funds urgent repairs at up to \$10,000 per home for 10 low-income households in the county. The added capacity of Miller’s work enabled the county to successfully close out the grant program in only four months and will allow for critical repairs to nine homes. Miller’s experiences have allowed her to develop a profound respect for the importance of local government work.

“I have learned that public service requires patience, a sense of humor, and wearing lots of hats,” Miller said. “Many of my projects may continue for years, and some may never be completed because of shifting priorities and the capacity of county workers. While

administering the housing repair grant, I have had the crucial support of coworkers with diverse political ideologies united around a common goal: to improve the housing conditions of the people we are serving. Those experiences have been deeply affirming.”

Miller’s important work in Hyde County is representative of the vast array of projects that fellows complete. This year, fellows in North Carolina communities have worked on downtown revitalization, town hall accessibility and the Americans with Disabilities Act, Main Street business/government collaboration, and departmental efficiencies. These young leaders assist with various critical emerging and ongoing issues, including American Rescue Plan (ARP) funding, broadband access, hurricane resiliency, infrastructure, and diversity, equity, and inclusion (DEI) initiatives.

LFNC is bolstered by a broad base of diverse funders. In addition to The Anonymous Trust’s ongoing support, LFNC is backed by a signature investment from the State Employees’ Credit Union Foundation and has received additional funding from AmeriCorps, Golden LEAF Foundation, Jessie Ball duPont Fund, the North Carolina League of Municipalities, State Farm, Wells Fargo, and Z. Smith Reynolds Foundation. The League is joined by other state partner organizations, including the North Carolina Association of County Commissioners and the North Carolina City and County Management Association.

Located at the UNC School of Government, Lead for North Carolina recruits, trains, and places the state’s most promising young leaders in paid local government fellowships as a means of strengthening the state's public institutions, supporting its local economies, and cultivating a new generation of public service leaders. Learn more at lfnc.sog.unc.edu.



04 27 22

SAVE *The* DATE

HYDE COUNTY 4-H
LIVESTOCK SHOW & SALE

FEBRUARY 2-4 • WINSTON-SALEM

Updated January 25, 2022

WEDNESDAY, FEBRUARY 2

9:00–11:00 a.m. Executive Committee Meeting
(Conference 1)

10:00 a.m. Registration Table Opens

11:00 a.m.–12:00 p.m. ICMA Code of Ethics DEI Input Session (Winston 1) Welcome to all.

11:15 a.m.–12:00 p.m. Orientation for New Managers and Association Members (Conference 2)

1:00–3:00 p.m. Opening General Session (Salem Ballroom)

Dr. Rogan Kersh will lead this session, scientifically examining how the rising generation of working professionals in their 20s and 30s are transforming several aspects of American professional, cultural, and philanthropic life. This discussion is of immediate interest for managers in the nonprofit, corporate, and other assorted sectors who seek strategies to work more effectively in the future with this demographic.

Keynote Speaker: Rogan Kersh, Provost and Professor of Politics & International Affairs, Wake Forest University

3:00–3:15 p.m. Break

3:15–4:15 p.m. ARPA “Office Hours” (Winston 1AB)
Bring your questions related to ARP/CLFRF for small group discussions on eligible uses, compliance, uniform guidance, and more.

3:15–4:45 p.m. CONCURRENT SESSIONS**Session I: Attracting and Retaining the Best Employees: Evidence-Based Recommendations for Local Governments** (Piedmont3)

Local governments are undergoing fierce competition for talent, which is complicated by resource constraints and ever-increasing service expectations. This session will cover recruitment and retention strategies that are based in research, including the latest data and thinking from the UNC Local Government Workplaces Initiative.

Speaker: Leisha DeHart-Davis, UNC School of Government

Session II: The 2020 Census Recap and Next Steps (Piedmont 1 & 2)

The session will cover the demographic trends shown in this year’s Census and the comparisons with previous Census efforts as well as data and products still expected and information on the 2020 Census challenge process which runs until June 2023.

Speakers: Bob Coats, Governor’s Census Liaison, NC Office of State Budget & Management

Michael Cline, State Demographer, NC Office of State Budget & Management

Session III: Sponsor Sessions**a. Measuring and Mastering Inclusive Leadership within Your Organization** (Winston 3)

Leaders are responsible for creating a space where everyone feels a sense of belonging, yet methods for doing so are neither obvious nor easy to implement.

Speakers: Mitchell Gold, Managing Director of Employee Engagement and Leadership Advisory Practices, Gallagher

Brandis Ruffin, Senior Consultant of Human Resources & Compensation Consulting, Gallagher

b. Donated Projects: Do You Know What You Are Getting? (Winston 3)

The presentation will discuss why and how local governments can contract with engineering consultants for their services, the types of service that can be provided, the engagement with the developer, and on the developer constructed projects within the Town of Cornelius and discuss why the Town chose to proceed with this approach to accepting donated projects and their ultimate goals to reduce initial capital expenditures on maintenance improvements of new infrastructure.

Speakers: Robert “Skip” Notte, PE, LEED AP, Dewberry Engineers, Inc.

Tyler Beardsley, Assistant Manager/Public Works Director, Town of Cornelius

4:45–6:00 p.m. Reception (Foyer)

THURSDAY, FEBRUARY 3

7:00 a.m. Registration Table Opens

7:30–8:30 a.m. Continental Breakfast (Foyer)

7:30–8:00 a.m. Alumni “Gift & Greet”
UNC-Chapel Hill (Gaines 1)

7:30–8:30 a.m. Alumni Breakfasts
Appalachian State University (Gaines 2)
East Carolina University (Winston 1C)
NC State University (Conference 2)
UNC Greensboro (Winston 1A)
UNC Charlotte (Conference 1)
UNC Wilmington (Ardmore 2)
Western Carolina University (Ardmore 1)

8:45–10:00 a.m. CONCURRENT SESSIONS

Session I: Onsite Healthcare Models that Save Money and Improve Health-What Works and What Doesn’t Work (Piedmont 3)

This session will cover wellness programming for employees and organizations—what works, what doesn’t, and why in the context of the pressures and challenges of responding to the coronavirus pandemic.

Speaker: William “Bill” Satterwhite, JD, MD; CEO, Sneez, LCC

Moderator: Dudley Watts, County Manager, Forsyth County

Panelist: Debbie Smothers, FNP-C, MSN; Manager of Advanced Practitioners, Atrium Health Wake Forest Baptist

Bob Urness; Assistant Town Manager/Finance Director, Town of Wilkesboro

Katie Lynn Voncannon, RN; Nurse-Health Coach, Town of Wilkesboro

Session II: Affordable Housing in a Rapidly Growing Community (Piedmont 1 & 2)

This session will focus on how three North Carolina municipalities have faced rapid population growth resulting in significant new housing growth, economic development, and population increases.

Panelists: Scott Chase, Assistant Manager, Town of Holly Springs

Terri Parker, Manager, Town of Winterville

Session III: Contemporary Communication Tools (Winston 3)

The way residents consume information has seen significant changes over the past decade, as new media platforms have emerged, and local newspapers have shut down. Learn how three local governments have used a variety of media platforms and strategies to cut through a crowded media landscape to share their stories and information with more residents than ever.

Moderator: John Hodges, Assistant Town Manager, Town of Garner

Panelists: Mark Matthews, Assistant Manager, Town of Fuquay-Varina

Ran Northam, Communications Manager, Town of Chapel Hill

Jodi Phelps, Corporate Communications Director, City of Fayetteville

10:00–10:15 a.m. Break

10:15–11:30 a.m. CONCURRENT SESSIONS

Session I: Phone a Friend: An Assist with Managing the Maze of ARPA Local Fiscal Recovery Funds
(Piedmont 3)

The American Rescue Plan Act of 2021 pumped more than \$3.4 billion into North Carolina local governments. UNC School of Government, NC Association of County Commissioners, NC League of Municipalities, and Councils of Government are providing guidance and developing action plans to provide timely updates on Local Fiscal Recovery Funds and engage in discussion on long-term assistance plans.

Panelists: Chris Nida, Director of Municipal Research & Strategic Initiatives, NC League of Municipalities

Lacy Pate, Policy Research Director, NC Association of County Commissioners

Lee Worsley, Executive Director, Triangle J Council of Governments

Moderator: Patrice Roesler, Manager of Elected Official Programming, Center for Public Leadership and Governance, UNC School of Government

Session II: Digital, Equity, and Inclusion and the Digital Divide: What Can Local Governments Do?
(Piedmont 1 & 2)

The COVID-19 pandemic has exposed thousands lacking reliable, high-speed access to the Internet. Panelists will discuss state and local efforts to address three major challenges with broadband access—cost/affordability, availability/infrastructure, and digital literacy.

Speakers: Tom Kureczka, Chief Information Officer, City of Winston-Salem

Session III: Lead for North Carolina: The Next Generation of Local Government Leaders (Winston 3)

This session is designed to give participants a greater understanding of the Lead for North Carolina fellowship program. Lead for North Carolina aims to increase organizational capacity and strengthen the state's talent pipeline by placing recent graduates trained and supported by the UNC School of Government into local government offices. To date, our Lead for North Carolina fellows have secured over \$15 million in grant funding, made government more accessible through ensuring ADA compliance, and managed emergency communications during the COVID-19 pandemic. This panel session will introduce participants to some of the LFNC Fellows, highlight Fellow accomplishments, and explore what local governments can do to attract recent graduates to their ranks.

Moderator: Dylan Russell, Executive Director, Lead for North Carolina, UNC School of Government

11:30 a.m. –1:00 p.m. President's Luncheon
(Salem Ballroom)

- Recognition of MPA Scholarship Recipients
- Recognition of Life Members
- Recognition of the Assistant Manager of the Year
- "Memorable Moments" – Steve Wyatt, Retired Henderson County Manager, and Lane Bailey, Retired Salisbury City Manager

1:00–1:15 p.m. Break

1:15–2:45 p.m. NCCCMA Business Meeting (Winston 2)

1:15–2:45 MPA Student Session (Winston 1C)
Do you have the skills? Expert Practitioner Panel Discussion and Survey Results Reveal the Top Skills Needed to be a Local Government Rock Star

This session is paneled by current and retired managers will discuss the skills and knowledge needed to be a local government rock star. Dr. Casey Fleming from ECU will debut results from the ECU KSAO survey conducted in November 2021 which asked current NCCCMA Membership what skills they thought most necessary to achieve success in local government service.

Speaker: Dr. Casey Fleming, Assistant Professor, East Carolina University

Panelist: Ashley Jacobs, Deputy County Manager, Wake County

Patrice Toney, Assistant City Manager, City of Winston-Salem

Kim Denton, County Manager, Franklin County

Kris Cahoon Noble, County Manager, Hyde County

Tony Brown, Retired County Manager, Halifax County

2:45–3:00 p.m. Break

3:00–4:30 p.m. CONCURRENT SESSIONS

Session I: NCLM Legislative Update (Winston 2)

Session II: NCACC Legislative Update (Piedmont 3)

Session III: Speed Networking for MPA Students
(Piedmont 1 & 2)

Session IV: MPA Directors Meeting (Winston 1C)

4:30–5:30 p.m. Reception (Foyer)

FRIDAY, FEBRUARY 4

8:00 a.m. Registration Table Opens

8:00–9:00 a.m. Continental Breakfast (Foyer)

9:00 a.m.–12:00 p.m. Trust: The Key to Effective Leadership Workshop (Salem 2)

(Separate registration is required.) Participants explore the concept of trust and its links to effective leadership using an evidence-based model developed from a series of studies conducted in the Iraq combat zone.

Throughout the session, the instructor uses self-assessments, small group exercises and discussions, and storytelling to reinforce concepts.

Presenter: Patrick J. Sweeney, Professor of the Practice of Management and Executive Director, Allegacy Center for Leadership and Character Wake Forest University School of Business

9:00 a.m. –12:00 p.m. Mobile Workshop:

The Benefits of the “Construction Management at Risk Method” and the Bowman Gray Stadium Improvements Project (Meet at Front Door)

In April 2019, the Winston-Salem Mayor and City Council approved the investment of \$9 million in limited obligation bonds to finance improvements to historic Bowman Gray Stadium, home of the Winston-Salem State University football and NASCAR’s longest-running weekly race. City staff recommended the construction management at risk (CMAR) method for delivering this project. Improvements are scheduled to be completed by March 2022. Representatives from the project team will lead a tour of Bowman Gray Stadium and discuss the challenges presented by the project.

12:15–2:30 p.m. Program Committee Meeting & Lunch
(Winston 1C, Invitation Only)

PRESIDENT JOE BIDEN

BUILDING A BETTER AMERICA

BUILD.GOV

FACT SHEET:
**Competitive Infrastructure Funding Opportunities for Local
Governments**

The Bipartisan Infrastructure Law includes billions of dollars in competitive funding available to cities, towns, and municipalities across dozens of new and existing programs. As local governments begin to rebuild and reinvest in their communities, the Biden-Harris Administration stands ready to support local leaders as they combine funding streams, organize around their priorities, and build local support for long overdue infrastructure projects.

At the U.S. Conference of Mayors Winter Meeting, White House Infrastructure Implementation Coordinator and former New Orleans Mayor Mitch Landrieu will highlight 25 already available or soon-to-be-available sources of funding that local governments – particularly cities – can compete or apply for directly. Listed below is the latest available information on these key programs, including links to agency websites, application timing, and descriptions. Highlighted programs were selected based on their size and cross-cutting objectives. Using these available sources of funds, cities can begin to plan to build in-line with President Biden’s economic, equity, climate and resilience, Made in America, and labor goals. The White House will also be releasing a comprehensive guidebook of all available funding from the Bipartisan Infrastructure Law in the coming weeks.

The federal government cannot build a better America alone – it needs state and local leadership to act as coordinators and help prepare communities to benefit from transformative infrastructure funding. Outlined below is a short overview of how cities and towns can begin to prepare, as well as contact information for relevant federal agencies. The support of mayors is essential to fulfilling the Biden-Harris Administration’s goal of equitably rebuilding America on time, on task, and on budget. Building back better is going to be a multi-year effort, and we need the help of all local leaders to start building the foundation for years to come.

25 Competitive Infrastructure Funding Opportunities for Local Governments¹

Transportation

1. [Rebuilding American Infrastructure Sustainably and Equitably \(RAISE\) Grants](#)– This existing competitive grant program at the Department of Transportation provides \$7.5 billion with an additional \$7.5 billion subject to Congressional approval in funding for road, rail, transit, and other surface transportation of local and/or regional significance. Selection criteria safety, sustainability, equity, economic competitiveness, mobility, and community connectivity. Applications will open in the first quarter of 2022.
2. [Port Infrastructure Development Program Grants](#) – This existing \$2 billion Department of Transportation program funds investment in the modernization and expansion of U.S. ports to remove supply chain bottlenecks, ensure long-term competitiveness, resilience, and sustainability while reducing impacts to the environment and neighboring communities. The infrastructure law expanded the program’s eligibilities to include projects that improve goods movement, as well as port electrification projects, idling reduction solutions, equipment charging infrastructure and related worker training initiatives. The Department of Transportation expects to open applications in February 2022.
3. [Bus & Bus Facilities Competitive Grants](#) – This existing \$2 billion program at the Department of Transportation provides capital funding to replace, rehabilitate, purchase, or lease buses and bus related equipment and to rehabilitate, purchase, construct, or lease bus-related facilities – as well as capital funding for low or no emissions bus projects. Fiscal Year 2021 grant selections will be announced soon. Applications are expected to open for the Fiscal Year 2022 grant program in the first quarter of 2022.
4. National Infrastructure Project Assistance (also known as **“Megaprojects” or MEGA**)– This \$5 billion competitive grant program supports multi-modal, multi-jurisdictional projects of regional or national significance. Communities are eligible to apply for funding to complete critical large projects that would otherwise be unachievable without assistance. Selection criteria for the program will be posted on the [Department of Transportation](#) website in February 2022.
5. [Infrastructure for Rebuilding America \(INFRA\) Grants](#) – This Department of Transportation program supports highway and rail projects of regional and economic significance. Applications will open in the first quarter of 2022. Learn more about how to apply [here](#).

¹ Funding amounts includes programs’ contract authority, advanced appropriations and mandatory appropriations. Funding subject to appropriations not included.

6. **Safe Streets and Roads for All** – This new \$5 billion competitive grant program at the Department of Transportation will provide funding directly to and exclusively for local governments to support their efforts to advance “vision zero” plans and other complete street improvements to reduce crashes and fatalities, especially for cyclists and pedestrians. Applications are expected to open in May 2022.
7. **Charging and Fueling Infrastructure Grants** – In addition to the \$5 billion formula program distributed to states, this \$2.5 billion discretionary grant program at the Department of Transportation will fund the strategic deployment of publicly accessible electric vehicle charging infrastructure, as well as hydrogen, propane, and natural gas fueling infrastructure, along designated alternative fuel corridors and in communities. The Department is seeking comments on program design by January 28th [here](#), and after January 28th [here](#).
8. **Clean School Bus Program** – This new \$5 billion competitive grant program at the Environmental Protection Agency (EPA) will provide funding to replace existing school buses with low- or zero-emission school buses. Applications for funding will be made available [here later this spring](#).
9. **Reconnecting Communities** – The Bipartisan Infrastructure Law creates a first-ever \$1 billion program at the Department of Transportation to reconnect communities divided by transportation infrastructure – particularly historically disadvantaged communities too often nearly destroyed or cut in half by a highway. This new competitive program will provide dedicated funding to state, local, metropolitan planning organizations, and tribal governments for planning, design, demolition, and reconstruction of street grids, parks, or other infrastructure to address these legacy impacts. Applications will open in the second quarter of 2022.
10. **Rural Surface Transportation Grant** - This new \$2 billion competitive grant program at the Department of Transportation will improve and expand surface transportation infrastructure in rural areas, increasing connectivity, improving safety and reliability of the movement of people and freight, and generate regional economic growth. This amount includes specific set asides for small projects (\$200 million), rural roadway lane departure improvements (\$300 million), and the Appalachian Development Highway System (\$500 million). Applications will open in the first quarter of 2022.

Climate, Energy & Environment

1. [Building Resilient Infrastructure and Communities Program](#) – This existing Federal Emergency Management Agency (FEMA) program will distribute \$1 billion to support communities undertaking hazard mitigation projects to reduce the risks they face from disasters and other natural hazards. FY21 applications are open until January 28th, 2022 and hundreds of millions of dollars in funding remains available. Communities will apply as sub-applicants

under their states. Applications for FY22 are expected to open no later than September 30th, 2022.

2. [Flood Mitigation Assistance](#) – \$3.5 billion from this existing FEMA program can be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the [National Flood Insurance Program](#). FY21 applications are open until January 28th, 2022. Communities will apply as sub-applicants under their states. Applications for FY22 are expected to open no later than September 30th, 2022.
3. [Brownfields Remediation Program](#) – This existing EPA program will provide \$1.2 billion in grants and technical assistance to communities to assess and safely clean-up contaminated properties and offer job training programs. Communities are currently able to request funding for Targeted Brownfields Assessments through their regional EPA office. Additional competitive funding opportunities will be announced this spring.
4. [Energy Efficiency and Conservation Block Grants](#) – This Department of Energy block grant program will provide \$550 million to states, local governments, and tribes for projects that reduce energy use, increase energy efficiency, and cut pollution. The first funding opportunity is expected for release in the Fall of 2022.
5. Grants for Energy Efficiency and Renewable Energy Improvements in Schools – This new Department of Energy Program will provide \$500 million for local government education agencies and nonprofit partners to make energy efficiency, renewable energy, and clean vehicle upgrades and improvements at public schools. The opportunity to apply for funding is expected to be open in the Fall of 2022.
6. Energy Improvement in Rural or Remote Areas – This new Department of Energy program will provide \$1 billion to entities in rural or remote areas (defined as cities, towns, or unincorporated areas with fewer than 10,000 inhabitants) to increase environmental protection from the impacts of energy use and improve resilience, reliability, safety, and availability of energy. Applications for funding are expected to be open in the Fall of 2022.
7. Grants for Energy Efficiency and Resilience Code Adoption – This Department of Energy program will provide \$225 million to state energy agencies, in partnership with local building code agencies, codes and standards developers, utilities, and other entities, to enable sustained, cost-effective implementation of updated building energy codes to save customers money on their energy bills. Applications for funding are expected to be open by the end of 2022.

8. **Regional Clean Hydrogen Hubs** – This new Department of Energy program will provide \$8 billion to support the development of at least four regional clean hydrogen hubs to improve clean hydrogen production, processing, delivery, storage, and end use. Applications for funding will open in the Summer of 2022.
9. **Community Wildfire Defense Grant Program** – This new \$1 billion program at the Department of Agriculture will provide grants to communities at risk from wildfire to develop or revise their community wildfire protection plans and carry out projects described within those plans. It will include a mix of formula and competitive funds. Applications are expected to open early in 2023.

Broadband, Cyber, and Other Programs

1. [ReConnect Program](#) – This existing Department of Agriculture program will provide almost \$2 billion in loans and grants for projects that provide broadband in rural areas. Applications will likely open in the 3rd quarter of 2022 (and towns in rural areas can apply to the current \$1.15B in loans and grant funding, application deadline: February 22, 2022).
2. **Middle Mile Grants Program** – This new \$1 billion program at the Department of Commerce provides grants for the construction, improvement or acquisition of middle mile broadband infrastructure. Applications will likely open during the second quarter of 2022.
3. **State and Local Cybersecurity Grant Program** – This new \$1 billion program at the Department of Homeland Security makes available federal funds to state, local, and tribal governments to address cybersecurity risks and cybersecurity threats to information systems that they own or operate. Applications will likely open during the third quarter of 2022.
4. **Smart Grid Investment Grant Program and Energy Sector Operational Support For Cyber Resilience Program** – These two Department of Energy programs will provide \$3 billion and \$50 million, respectively, for electric utilities, including municipal and co-operative utilities, to modernize the electricity grid and increase resilience to cybersecurity threats. Applications for the Smart Grid program are expected to be open by the end of 2022, and applications for the Cyber Resilience program are expected to be open in the Summer of 2022.
5. **Water & Groundwater Storage and Conveyance** – This existing \$1 billion program at the Department of Interior provides funding for water storage projects with capacity between 2,000 and 30,000 acre-feet – as well as projects

convey water to or from surface water or groundwater storage. The Department will hold its final stakeholder sessions this month and open applications later this spring.

6. [Emergency Watershed Protection Program](#) – This existing Department of Agriculture program will provide \$300 million in technical and financial assistance to project sponsors for the design and construction of measures to help repair damages from a recent disaster. Applications open in February.

Other Opportunities

The law further significantly increased the amount of non-competitive formula funding that will flow first to states and then on to cities and local governments. Examples include funding available through Surface Transportation Block Grant sub-allocations for local governments, which now include significantly expanded the flexibilities for cities to determine how these funds can be used, as well as increases for states' [Clean Water](#) and [Drinking Water](#) State Revolving Funds. We encourage cities to reach out to the state or regional offices for various federal agencies, as well as state governments' infrastructure coordinators, to better understand forthcoming increases in formula funding.

Getting Ready to Apply for and Receive Federal Infrastructure Funds

Building a better America is a shared endeavor no one can do alone, and investing federal infrastructure dollars will require significant coordination between cities, states, Tribal governments, community stakeholders, and other key partners.

Earlier this month, the White House Infrastructure Implementation Coordinator [sent a letter to Governors](#) recommending a series of preparatory actions, including appointing infrastructure coordinators to manage the flow of funds to their states. Cities can also begin to coordinate across their departments and with metropolitan planning organizations (MPO) to:

1. Prioritize your community's capital needs and develop a project pipeline – taking time to think about the projects previously considered impossible due to lack of funding or regional coordination. This is a once-in-a-generation funding opportunity that will require bold, inclusive thinking.
2. Use the forthcoming Bipartisan Infrastructure Law Guidebook to identify federal funding streams to target.
3. Ensure all transit, railway, road, highway, and bridge projects are a part of your MPO's Transportation Improvement Plan.
4. Begin mapping sites for electric vehicle and alternative fuel charging stations.
5. Inventory and map the lead pipes in your city. Read through the Biden-Harris Lead Pipe and Paint Action Plan [here](#) for additional federal resources for this effort.
6. Work with your state's broadband agency to ensure your city or region's needs are appropriately mapped and inventoried.

7. Establish relationships with the regional offices for key federal agencies, who can help direct you to resources and provide technical assistance.

The American Rescue Plan also provided over \$350 billion in critical resources to every state, county, city, and unit of local government to support their response to the COVID-19 public health emergency, including in making the investments needed to ensure a durable and equitable economic recovery. Cities should look to leverage those resources to help prepare for the transformative investments included in the Bipartisan Infrastructure Law including training the workers needed to build high quality infrastructure; hiring back the public sector workers needed to help manage potential federal investments; and getting a jump start on water, sewer, and broadband projects that could complement investments from the infrastructure law.

We recognize local capacity may be strained due to the pandemic, historic underinvestment, or just the challenges of day-to-day governance. A city's lack of capacity to apply for federal funds can create significant inequities – and for many communities, this will be their first time applying for funds from a suite of federal agencies. While many funding streams in the Bipartisan Infrastructure Law specifically set aside funds for disadvantaged communities, the White House Infrastructure Implementation Team will be engaging states, Tribal governments, territories, federal agencies, philanthropies, and others to leverage all available resources to quickly deliver the necessary technical assistance and capacity to underserved communities.

Agency Contact Information

Environmental Protection Agency: State&Local@epa.gov

Department of Transportation: intergov@dot.gov

Department of Interior: OIEA@ios.doi.gov

Department of Commerce: CommercelGA@doc.gov

Department of Energy: DL-RegionalSpecialists@hq.doe.gov

Department of Agriculture: EIA@usda.gov

Department of Homeland Security: dhs.iga@hq.dhs.gov

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