

AGENDA

HYDE COUNTY BOARD OF COMMISSIONERS' EMERGENCY MEETING

MONDAY, SEPTEMBER 20, 2019 – 7:00 AM

Hyde County Government Center Multi-Use Room and Ocracoke Community Center

CALL TO ORDER

CONSIDERATION OF AGENDA

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) County of Hyde Pre-Event/Stand-By Contract for: Disaster Debris Removal Services H07-2018) Amendment|**
- 2) NC DEQ Division of Water Infrastructure Application for Funding and Resolution by Governing Body of Applicant**
- 3) Audit Contract Amendment forr Medicaid Testing**

CLOSED SESSION (discussion and possible action if required)

ADJOURN



'September 13, 2019

Corrinne Gibbs
Finance Director
Hyde County
30 Oyster
Swan Quarter, NC

Dear Ms. Gibbs,

This letter of agreement is written as an amendment to our COUNTY OF HYDE PRE-EVENT/STAND-BY CONTRACT FOR: DISASTER DEBRIS REMOVAL SERVICES (H07-2018) dated 1 May, 2018.

We understand that few pre-event contracts can possibly address the total complexity caused by major disaster, necessitating contract amendments to complete the recovery of the community.

The following amendment language was derived from conversation in the County's Emergency Operations Center and direction to memorialize the changes in this contract amendment. The changes are three (3) categories:

1. SPECIFIC CONTRACT LANGUAGE UPDATE by direction of the County
2. SPECIFIC CONTRACT LANGUAGE ADDED; Insertion of 2 CFR 200 Federal Contract provisions by direction of the County and
3. An interpretation of the Debris Reduction scope of work so as not to require contract amendment for reduction of construction and demolition debris by reduction.

SPECIFIC CONTRACT LANGUAGE UPDATE

Replace X.C. on page 7 of the contract with: "The County may supply the Contractor with a list of potential local subcontractors. Local subcontractors are encouraged to be used if all applicable requirements are met."

The following additions of the contract language were obtained from a document provided by FEMA Office of Chief Counsel/Procurement Disaster Assistance Team named Contract Provisions Template.

SPECIFIC CONTRACT LANGUAGE ADDED

EQUAL EMPLOYMENT OPPORTUNITY



During the performance of this contract, the contractor agrees as follows:

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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



The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Hyde County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or



any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Hyde County and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Hyde County and understands and agrees that the Hyde County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §



180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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



1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Southern Disaster Recovery LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official



Date

PROCUREMENT OF RECOVERED MATERIALS

(i) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— • Competitively within a timeframe providing for compliance with the contract performance schedule; • Meeting contract performance requirements; or • At a reasonable price.

(ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

ACCESS TO RECORDS

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

(1) The Contractor agrees to provide Hyde County, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Hyde County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES



a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

DEBRIS REDUCTION SCOPE OF WORK INTERPRETATION

We also understood that a determination was made that Fee Schedule item #7 - "Reduction of all eligible debris at an approved DMS/TDSRS (Chipping or Grinding)" includes the process of reducing construction and demolition (C&D) debris by compaction.

We are pleased to lend our company's expertise to support the recovery of Hyde County and its communities.



IN WITNESS WHEREOF, the Parties hereto have set their hands and seals to this contract amendment as to the date written above.

COUNTY OF HYDE

SOUTHERN DISASTER RECOVERY LLC

By: _____

By: _____

Hyde County Manager

CEO/Member

ATTEST

By: _____

Clerk to the Board/Deputy Clerk

Date: _____

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

Meeting Date: September 20, 2019
Presenter: Clint Berry
Attachment: Yes

ITEM TITLE: NORTH CAROLINA DEPT. OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE APPLICATION FOR
FUNDING

SUMMARY: Hyde County is planning to submit an application to the NC Dept. of Environmental Quality, Division of Water Infrastructure for a Water System Asset Inventory and Assessment grant in the amount of \$30,000.00. The total project cost will be \$31,500.00. A resolution in support of the application for the project is attached.

RECOMMEND: APPROVE AND ADOPT RESOLUTION

MOTION MADE BY: PUGH
 PAHL
 SIMMONS
 SWINDELL
 TOPPING

MOTION SECONDED BY: PUGH
 PAHL
 SIMMONS
 SWINDELL
 TOPPING

VOTE: PUGH
 PAHL
 SIMMONS
 SWINDELL
 TOPPING

Board of Commissioners

Earl Pugh, Jr., Chair
Tom Pahl, Vice-Chair
Benjamin Simmons, III
Shannon Swindell
James Topping

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, NCCC
Clerk to the Board



RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of (state whether a wastewater treatment works, wastewater collection system, stream restoration, storm water treatment, drinking water treatment works, and/or drinking water distribution system or other “green” project), or Asset and Inventory Assessments, and

WHEREAS, The County of Hyde has need for and intends to develop a Water Utility Asset Inventory and Assessment Project, and

WHEREAS, The County of Hyde intends to request state grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF HYDE:

That County of Hyde, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Hyde County to make scheduled repayment of the loan, to withhold from the (unit of government) any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That **Kris Cahoon Noble, County Manager**, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a (loan or grant) to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 20th Day of September, 2019 at Swan Quarter, North Carolina.

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

Attest:

Lois Stotesberry, Clerk to the Board

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting (title of officer) of the (unit of government) does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the (name of governing body of applicant) duly held on the _____ day of _____, 20____; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Signature of Recording Officer)

(Title of Recording Officer)



North Carolina Department of Environmental Quality Division of Water Infrastructure Application for Funding



(Last updated: June 2019)

1. General Information

Applicant Name Hyde County Water System	County Hyde	DUNS Number 037153376
Project Name Water System Asset Inventory and Assessment	Total Project Cost 31,500	Total Funding Requested 30,000

Applicant Type

- | | |
|--|---|
| <input type="checkbox"/> Municipality | <input type="checkbox"/> Sanitary District |
| <input checked="" type="checkbox"/> County | <input type="checkbox"/> Non-Profit Water Corporation |
| <input type="checkbox"/> Water and Sewer District | <input type="checkbox"/> Other (Specify:) |
| <input type="checkbox"/> Water and Sewer Authority | |

Funding Type(s) Requested

- | | |
|--|--|
| <input checked="" type="checkbox"/> Asset Inventory and Assessment Grant | <input type="checkbox"/> Community Development Block Grant for Infrastructure*
<small>*All CDBG-I grants are 100% grants.</small> |
| <input type="checkbox"/> Merger/Regionalization Feasibility Grant | LMI determination method: |
| <input type="checkbox"/> Construction Project | <input type="checkbox"/> Survey <input type="checkbox"/> ACS |
| <input type="checkbox"/> Drinking Water (all funding except CDBG-I) | LMI Percentage: _____ |
| <input type="checkbox"/> Wastewater (all funding except CDBG-I) | |
| <input type="checkbox"/> Stormwater, stream restoration | |

2. System Parameters

Residential Sewer Connections	Residential Water Connections	
	1894	
Non-Residential Sewer Connections	Non-Residential Water Connections	
	155	
Sewer Bill per 5,000 gallons	Water Bill per 5,000 gallons	
	43.00	
Percentage of Utility Bills and Rate Increase Percentages		
Year	Percentage of Utility Bills Collected	Rate Increase Percentage
2018	xx	0
2017	xx	0
2016	xx	0
2015	98	0
2014	100	0

Complete only if applying for construction projects or CDBG-I (Questions #2 and #3 do not apply to CDBG-I only applicants).

1. I am willing to accept funding that includes federal conditions. Yes No
2. Estimated grant percentage:
 0% 25% 50% 75% 100%
3. If grant funding is not available at the percentage provided above, I am willing to accept a minimal grant amount of*:
 0% (100% Loan) 25% 50% 75% 100%

*If available grant amount is below the percentage listed above, project will not be funded.

(OVER)

3. Applicant Contact Information

Authorized Representative Name: Kris C. Noble

Authorized Representative Title: County Manager

Mailing Address Line 1:

Mailing Address Line 2: P.O. Box 188

City: Swan Quarter

State: NC

Zip Code: 27885

Physical Address Line 1: 30 Oyster Creek Rd

Physical Address Line 2:

Physical Address City: Swan Quarter

Physical Address State: NC

Physical Address Zip Code: 27885

Phone Number: 252-926-4178

E-Mail Address: knobler@hydecourtnc.gov

4. Application Preparer Contact Information

Firm Name: Green Engineering, PLLC

Contact Name: Leo Green III

Mailing Address Line 1: P.O. Box 609

Mailing Address Line 2:

City: Wilson

State: NC

Zip Code: 27893

Physical Address Line 1: 303 Goldsboro St E.

Physical Address Line 2:

Physical Address City: Wilson

Physical Address State: NC

Physical Address Zip Code: 27893

Phone Number: 2522375365

E-Mail Address: Elg3@greeneng.com

5.

Engineer Contact Information

Is the engineering firm different from the application preparer? Yes No

Engineering Firm Name:

Contact Name:

Mailing Address 1:

Mailing Address 2:

City:

State:

Zip Code:

Physical Address Line 1:

Physical Address Line 2:

Physical Address City:

Physical Address State:

Physical Address Zip Code:

Phone Number:

E-Mail Address:

6. Project Description

Number of New Connections Served by Project (if applicable): N/A

The project will include a complete inventory and assessment of the Hyde County Water System assets.

The Hyde County water system was constructed during the period from 1992 to 2011. The key components of the system consist of over 203 miles of water mains, four (4) elevated tanks (1-Ponzer 200,000 gal., 2-Swan Quarter 75,000 gal., 3-Fairfield 100,000 gal., 4-Engelhard 75,000gal.), (3) ground storage tanks, Ponzer 400,000 gal, Fairfield 200,000 gal, Engelhard 200,000 gal, (3) Reverse Osmosis Filtration plants (Ponzer WTP was built in 1992, Fairfield WTP was 1995, Engelhard WTP was 2011), 6 deep wells, and serves 1894 residential and 155 non-residential customers.

All assets, with the exception of buried water mains, were field located with GPS grade field equipment with the funding provided from the AIA grant H-AIA-D-17-0102. Presently, 70% of this original grant has been expended to obtain the detailed survey of these system assets. The additional grant funding requested in this application will be used to complete the work scope planned with the original grant and include Capital Improvement Project planning and CIP development, funding permitting. The work scope items that remain from the original grant include:

- GIS Database complete of inventoried assets along with condition assessments
- System mapping to determine if any assets have been missed from the original survey
- Linking historic service records to system assets
- Performing risk analyses to determine critical infrastructure
- Identifying optimal locations for alternative water supplies

And as indicated above, if grant funds remain, the project will identify the scope of possible Capital Improvement Projects based on the condition assessments showing the highest need along with development of a Capital Improvement Plan.

Once this work is complete, the County will have the best information on hand from which to prioritize utility fund resources and to plan capital improvement projects.

7. Additional Information for Consideration

There are not any incorporated towns in Hyde County. The Ocracoke Sanitary District is part of a coastal community that is not contiguous to the mainland and is separated by the Pamlico Sound. The Sanitary District is not part of the County Water System. Therefore calculating the per capita property value for the mainland, requires deducting the property values from Ocracoke Island to prevent the affordability calculator from skewing the per capita tax values.

(OVER)

8. Project Budget (for Construction Projects Only)			
	Division Funding Requested	Other Secured Funding Source(s)	Total Cost Amount
Indicate construction costs by line item (e.g., linear feet of different-sized lines)			
Construction Costs			
<i>Contingency (10% of construction costs):</i>			
<i>Construction Subtotal:</i>			
Engineering Costs			
Engineering Design			
Permitting			
Land Surveying Costs			
<i>Engineering Subtotal:</i>			
Administration Costs			
Planning			
Easement Preparation			
Grant Administration (if applicable)			
Loan Administration (if applicable)			
ER Preparation			
Environmental Documentation Preparation			
Legal Costs			
Other			
<i>Administration Subtotal:</i>			
TOTAL PROJECT COST:			
A PE Seal for the estimate <i>must be provided</i> in the space to the right for the application to be considered complete.			

Certification by Authorized Representative

The attached statements and exhibits are hereby made part of this application, and the undersigned representatives of the Applicant certifies that the information in this application and the attached statements and exhibits is true, correct, and complete to the best of his/her knowledge and belief. By initialing each item and signature at the end of this application, he/she further certifies that:

- _____ 1. as Authorized Representative, he/she has been authorized to file this application by formal action of the governing body;
- _____ 2. the governing body agrees to provide for proper maintenance and operation of the approved project after its completion;
- _____ 3. the Applicant has substantially complied with or will comply with all federal, state, and local laws, rules, and regulations and ordinances as applicable to this project;
- _____ 4. the Applicant will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, and administration and repayment of all principle and interest on loans (if applicable) of the project;
- _____ 5. the Applicant has followed proper accounting and fiscal reporting procedures, as evidenced by the Applicant's most recent audit report, and that the Applicant is in substantial compliance with provision of the general fiscal control laws of the State;
- _____ 6. the project budget provided on Page 5 of this application form includes all funding requested from all sources of funding proposed for this project; and
- _____ 7. the (Town or County), North Carolina is organized and chartered under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Director of public trust contracting for his own benefit, participation in business transaction involving public funds; exemptions." (For units of local government only. All others should initial "N/A.")
- _____ 8. the Applicant acknowledges that all loans are subject to approval by the Local Government Commission.
- _____ 9. in accordance with G.S. 120-157.1 through 157.9, for local government debt to be issued greater than \$1,000,000, the local government must submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission.

(OVER)

Completeness Checklist*

*In addition to this application, **the following items must be included for a complete application package**; please initial that each item is included in this submittal.*

	Resolution by Governing Body of Applicant with Certification by Recording Officer
	Division Financial Information
	Division Fund Transfer Certification
	Applicable Priority Rating System Form with supporting narratives and documentation
	Current Rate Sheets
	PE Seal on project budget (construction projects only)

*All forms are available separately on the DWI website.

****For each application, please provide copies that are bound (e.g., report cover with fasteners, plastic report combs, spiral or 3-ring binders.) No paper clips, staples or binder clasps, for each application. ****

Submittal Information

- For CDBG-I (Fall only), send one (1) original and two (2) copies of the Application.
- For all other programs, send one (1) original and one (1) copy of the Application.
- If submitting for both CDBG-I and construction projects, send (1) original and (3) copies of the Application.

Send complete Application package to:

Mailing Address¹ (US Postal Service only)

Division of Water Infrastructure
1633 Mail Service Center
Raleigh, NC 27699-1633

Physical Address (FedEx, UPS)²

Division of Water Infrastructure – 8th Floor, Archdale Building
512 North Salisbury Street
Raleigh, NC 27604
919.707.9160

¹Please allow a week for delivery if mailing via the US Postal Service.

²For all courier services, please use the physical address, as having a courier deliver to the mailing address will delay package delivery.

Application Signature

Please note: Original signatures are required for each application.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

 Kris C. Noble , _____ , _____
 TYPED NAME TYPED TITLE DATE



**North Carolina Department of Environmental
Quality
Division of Water Infrastructure
Fund Transfer Certification
(Not needed for CDBG-I only projects)
(revised June 2019)**



§ 159G-37.(b) requires that all local governments applying for funding from the Clean Water State Revolving Fund, the Wastewater Reserve, the Drinking Water State Revolving Fund, or the Drinking Water Reserve for water or wastewater projects certify that no funds received from water or wastewater utility operations have been transferred to the local government's general fund for the purpose of supplementing the resources of the general fund since July 1, 2014. The prohibition contained in § 159G-37.(b) shall not be interpreted to include payments made to the local government to reimburse the general fund for expenses paid from that fund that are reasonably allocable to the regular and ongoing operations of the utility, including, but not limited to, rent and shared facility costs, engineering and design work, plan review, and shared personnel costs.

Applicant's Certification:

I, as a representative of _____, hereby certify that since July 1, 2014,
(Local Government Unit)
funds received from the water and/or wastewater utility have: (*choose one*)

- been transferred from the water and/or sewer enterprise fund to the general fund **AND** were reasonably allocable to the regular and ongoing operations of the utility in accordance with § 159G-37.(b), **OR**
- not been transferred from the water and/or sewer enterprise fund to the general fund.

Any transfers must be consistent with the information provided in the Division's Water & Sewer Financial Information Form and must be accurately reflected in the audits as reported by the Local Government Unit the Local Government Commission since July 1, 2014.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

TYPED NAME

TYPED TITLE



**North Carolina Department of Environmental
 Quality**
Division of Water Infrastructure
Water & Sewer Financial Information Form
 (revised June 2019)



Complete the following information related to your system's enterprise fund. If your enterprise funds are separate for water and sewer, *please supply sheets for both.*

1. Supply the required information below.

Combined System
 Water System
 Sewer System

Unit Name: County of Hyde

Fund Name: Water and Sewer Fund

2. Provide the following information for the past three fiscal years *for which an audit has been completed* and submitted to the Local Government Commission.

	Fiscal Years		
	2016	2017	2018
Operating Revenues			
Customer Charges			
Impact Fees			
Other Revenue			
Total Operating Revenues			
Expenditures			
<i>Administration</i>			
Salaries			
Other			
<i>Operations</i>			
Salaries			
Other			
Total Expenditures			
Other (do not include depreciation)			
Debt principal			
Interest			
Capital outlay			
Capital reserve			
Transfer from (to) other funds			
Other (list):			
Total Other			
Net Income (Loss)			

(OVER)

3. Certification. Please read and sign below.

I attest that the fiscal information provided in this form, to the best of my knowledge, is accurate, complete, true, and matches audits for the past three years. I further attest that, to the best of my knowledge, if

_____ has made any transfers within the past three years, these transfers are shown
(Local government unit)
in Item #2 of this form.

**SIGNATURE OF
FINANCE OFFICER**

DATE

TYPED NAME

TYPED TITLE

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: September 20, 2019
Presenter: Corrinne Gibbs, Finance Officer
Attachment:

ITEM TITLE: AUDIT CONTRACT AMENDMENT FOR MEDICAID TESTING

SUMMARY: For the year ended June 30, 2018, the State Auditor removed the Medicaid direct payments from the SEFSA. This created a significant amount of additional testing for local auditors involving other programs to meet the required dollar amount threshold. The State Auditor also asked the local auditors to increase the number of Medicaid cases to test, and to attest to those procedures in an agreed upon procedures report for the State Auditor. Thompson, Price, Scott, Adams & Co., P.A., Hyde County's Auditing firm of record, has respectfully submitted a request for an increase in contract of \$5,500.

RECOMMEND: Approve amended contract and authorize Chair to execute.

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

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

VOTE: ___ PUGH
___ PAHL
___ SIMMONS
___ SWINDELL
___ TOPPING