

October 1, 2018

The Washington County Board of Commissioners met in a regular session on Monday, October 1, 2018 at 6:00 PM at the Commissioners' Room, 116 Adams Street, Plymouth, NC. Commissioners Johnson, Phelps, Riddick, Sexton and Walker were present. Also present were County Manager/Attorney Curtis Potter and Clerk to the Board Julie J. Bennett and Finance Officer Missy Dixon.

Chair Johnson called the meeting to order. Commissioner Sexton gave the invocation; Mr. Curtis Potter led the pledge of allegiance.

ADDITIONS/DELETIONS: Additions / Deletions:

Deletion: Closed Session per Commissioner Phelps

Addition: 8A BA #2019-20 Medicaid Audit Engagement, Mr. Curtis Potter/Ms. Missy Dixon

Addition: 8B BA #2019-21 Change Order on Bridge Replacement Project, Mr. Curtis Potter/Ms. Missy Dixon

CONSENT AGENDA: **Commissioner Sexton made a motion to approve the Consent Agenda:**

- a) Approval of Minutes
- b) Tax Refunds & Releases and Insolvent Accounts
- c) Resolution for Approving Water Shortage Response Plan
- d) Proclamation for National Breast Cancer Awareness Month
- e) Residents' Rights Proclamation

Commissioner Phelps seconded, motion carried unanimously.

PUBLIC FORUM: Ms. Paulique Horton, Creswell, told the Board and the public that her business can offer different plans for citizens in Washington County who need Medicare. Please call 252-619-3504 to have direct access to Ms. Horton.

Ms. Ann Keyes, 509 East Main Street, Plymouth, Emergency Management Director, personally thanked Chair Johnson and Mr. Potter for their assistance in the EOC and also thanked her EOC staff. Washington County was blessed and highly favored during Hurricane Florence. She also thanked Mr. Luton, Ms. Dixon, Ms. Bennett, Ms. Barnes and Ms. Prinsloo. Ms. Keyes noted that Commissioner Riddick assisted at the shelter. Ms. Keyes said that since Washington County fared well, we helped other counties that were not as fortunate. Ms. Keyes also spoke about mosquito control and said she is working with Mr. Wes Gray, MTW Health Department Director, on this issue.

Mr. Wes Gray, MTW Health Department Director, talked about mosquitos. The County received one machine to gather info for FEMA. The MTW Health Department has had it since September 1. It was turned off during the hurricane, but collected over 2200 data points. It also showed that the most active time for mosquitos is usually from 8:00 pm -10:00 pm. That's when they need to be sprayed. Mr. Gray moved the machine to Creswell, and went from catching 25 to 95 mosquitos a day after the hurricane. FEMA will use the data to allocate money to counties who have a mosquito problem (but aren't declared disaster areas). Commissioner Sexton asked

about Washington County being eligible for FEMA funds because Washington County is next to a County that was declared a disaster area. Ms. Keyes said Washington County didn't meet the threshold. Commissioner Sexton asked what about crops lost. Ms. Keyes said funds for crops that were destroyed would come from a different organization. These mosquitos carry the West Nile virus and encephalitis. Mr. Gray also reminded everyone to get their flu shot in October. MTW will have a drive thru flu shot clinics at the Plymouth Volunteer Fire Department October 17 from 4:00 pm -7:00 pm.

EMPLOYEE OF THE QUARTER: Chair Johnson congratulated Ms. Renee Collier, Senior Center Administrative Assistant as the September Employee of the Quarter. Ms. Collier received a check for \$50 and a certificate and will have her picture posted on the Employee of the Quarter Board in the County's Administration Building and will be considered for the Employee of the Year.

ADMINISTRATIVE ITEMS: Mr. Curtis Potter, CM/CA spoke on the following items.

a) USDA Legal Services Agreement regarding an Ambulance Loan

NC INSTRUCTION 1942-A AND 1942-C
Guide 6
Page 1

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

LEGAL SERVICES AGREEMENT

THIS AGREEMENT MADE this 1st day of October, 2001, between

WASHINGTON COUNTY, PO BOX 1007, PLYMOUTH, NC 27962, hereafter referred to as "OWNERS", and

CURTIS S. POTTER, PO BOX 1007, PLYMOUTH, NC 27962, NC BAR LICENSE NO. 37001 hereafter referred to as "ATTORNEYS".

WHEREAS, Owners are BODY POLITIC AND CORPORATE of the State of North Carolina in WASHINGTON County, North Carolina, and intend to apply for financial assistance in the purchase and acquisition of certain emergency response vehicles including but not limited to ambulances, emergency vehicles, and/or other related equipment

Hereinafter referred to as the "project";

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A – LEGAL SERVICES

That the attorney will perform such services as are necessary to accomplish the above recited objectives including, but not limited to, the following:

1. Furnish advice and assistance to the governing body of the Owners in connection with (a) the notice for and conducting of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of resolutions as may be necessary in connection with the authorization, financing, construction, and operation of the project; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the project; (f) the completion and executions of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through Rural Development, USDA; (g) entering into construction contracts; (h) preparation and adoption of By-Laws, Rules, and Regulations, and rate schedules; (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the system.

2. Review of construction contracts, bid-letting procedures, and surety and contractual bonds in connection therewith.
3. Preparation, negotiation, or review of contract(s) to purchase services or utilities.
4. Preparation, where necessary, and review of deeds, assessments and other rights-of-way documents, and other instruments for sites for water supply, pumping stations, treatment plants, and other facilities necessary to the project and to provide continuous rights-of-way there for; rendering title opinions with reference thereto; and providing for the recordation thereof.
5. Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings and the like.
6. Cooperate with the engineer employed by Owners in connection with the preparation of tract sheets, easement, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.
7. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the project. The Attorney shall pay all bond counsel fees in perfecting the financing aspects, assessment procedures and completion of documents. Where bond counsel is retained, the attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

SECTION B – COMPENSATION

1. Owners will pay to the Attorney for professional services rendered in accordance herewith, fees as follows:
 - (a) An hourly rate of \$0.00 per hour, billed monthly.
 - (b) A lump sum fee of \$N/A paid as follows: THE COMPENSATION TO BE PAID TO THE ATTORNEY HEREUNDER IS INCLUDED WITHIN, AND SHALL NOT BE PAID IN ADDITION TO, THE ONGOING ANNUAL SALARY OTHERWISE PAID TO THE ATTORNEY WHO IS ALSO ENGAGED AND APPOINTED BY THE OWNER AS ITS FULL TIME COUNTY ATTORNEY.
2. Notwithstanding the provisions set forth above, the maximum fees paid under this contract shall not exceed \$1,000.00
(must be completed)

TOTAL LEGAL FEES: \$0.00

Bond Counsel:
(Complete only as needed) N/A

Name: _____
Address: _____

Telephone: _____
Bond Counsel Fees: _____

By: _____ Attorney By: _____ Owner

ATTEST: _____
Clerk/Secretary

AGENCY CONCURRENCE

Concurred on this the _____ day of _____, 200__.

USDA RURAL DEVELOPMENT

Title

Mr. Potter stated that he will have a public hearing on this at the November 5, 2018 Board of Commissioners meeting. The County could be eligible up to \$50,000 in grant money. Mr. Potter also pointed out that there is a typo in the resolution—it should be 2018 not 2001. He will get that changed.

Commissioner Riddick made a motion to approve the USDA Legal Services Agreement regarding an Ambulance Loan. Commissioner Phelps seconded, motion carried unanimously.

- b) Resolution/MOU Approving Interlocal Agreement to Provide Building Inspector Services

**COUNTY OF WASHINGTON
BOARD OF COMMISSIONERS**

COMMISSIONERS:
TRACEY A. JOHNSON, CHAIR
WILLIAM "BILL" R. SEXTON, JR., VICE-CHAIR
D. COLE PHELPS
JENNIFER C. RIDDICK
JULIUS WALKER, JR.



ADMINISTRATION STAFF:
CURTIS S. POTTER
COUNTY MANAGER/ COUNTY ATTORNEY
cpotter@washcomc.org

JULIE J. BENNETT, CMC, NCCCC
CLERK TO THE BOARD
jbennett@washcomc.org

POST OFFICE BOX 1007
PLYMOUTH, NORTH CAROLINA 27962
OFFICE (252) 793-5823 FAX (252) 793-1183

**RESOLUTION
APPROVING INTERLOCAL AGREEMENT
TO PROVIDE BUILDING INSPECTOR SERVICES**

WHEREAS, NCGS §160A-461 (Interlocal cooperation authorized), provides in relevant part:
"Any unit of local government in this State and any one or more other units of local government in this State or any other state (to the extent permitted by the laws of the other state) may enter into contracts or agreements with each other in order to execute any undertaking. The contracts and agreements shall be of reasonable duration, as determined by the participating units, and shall be ratified by resolution of the governing board of each unit spread upon its minutes"; and

WHEREAS, NCGS §153A-353 (Joint inspection department; other arrangements), provides in relevant part: *"In lieu of a joint inspection department, a county may designate an inspector from another county or from a city to serve as a member of the county inspection department, with the approval of the governing body of the other county or city. A county may also contract with an individual who is not a city or county employee but who holds one of the applicable certificates as provided in G.S. 153A-351.1 or G.S. 160A-411.1 or with the employer of an individual who holds one of the applicable certificates as provided in G.S. 153A-351.1 or G.S. 160A-411.1. The inspector, if designated from another county or city under this section, while exercising the duties of the position, is a county employee. The county shall have the same potential liability, if any, for inspections conducted by an individual who is not an employee of the county as it does for an individual who is an employee of the county. The company or individual with whom the county contracts shall have errors and omissions and other insurance coverage acceptable to the county.";* and

WHEREAS, the Washington County desires to contract with Tyrrell County for the provision of certain inspection services upon the terms and conditions more particularly described within the attached Interlocal Agreement effective March 1st, 2018 which is incorporated herein by reference; and

WHEREAS, Washington County desires to provide such services in exchange for the consideration, and upon the terms and conditions stated therein.

NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS of
WASHINGTON COUNTY HEREBY RESOLVES AS FOLLOWS:

1. That the attached Interlocal Agreement is hereby approved; and
2. That the County Manager is hereby authorized and directed to execute said Interlocal Agreement in duplicate originals, and return one original copy thereof to Tyrrell County; and
3. That the County Manager is hereby authorized to execute any subsequent amendments of this Agreement deemed necessary or desirable without additional Board authorization being required thereof, provided such amendments do not exceed the Board approved funding allocation for this Agreement.

ADOPTED this the ____ day of _____, 20 ____

Tracey A. Johnson, Chair
Washington County Board of Commissioners

ATTEST:

Julie J. Bennett, CMC, NCCCC
Clerk to the Board

NORTH CAROLINA
WASHINGTON COUNTY

INTERLOCAL
AGREEMENT

THIS AGREEMENT, TO PROVIDE BUILDING INSPECTION SERVICES, made and entered into effective the 1st, day of March, 2018, by and between Washington County, a political subdivision of the State of North Carolina, Party of the First Part (and hereinafter referred to as WASHINGTON) and Tyrrell County, a political subdivision of the State of North Carolina, Party of the Second Part (and hereinafter referred to as TYRRELL);

WITNESSETH:

WHEREAS, WASHINGTON and TYRRELL have agreed to cooperate with each other in order to provide building inspection services within the territorial jurisdiction of WASHINGTON;

WHEREAS, North Carolina General Statute 153A-353 authorizes WASHINGTON and TYRRELL to enter into an agreement relating to a county providing inspection services to another county; and

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers WASHINGTON and TYRRELL to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and promises contained herein, the parties hereto agree as follows:

1. In accordance with the terms and conditions of this Agreement, TYRRELL will provide to WASHINGTON the services of an experienced building inspector in order to provide inspection services within the territorial jurisdiction of WASHINGTON, said building inspector being hereinafter referred to as the Assisting Officer. The Assisting Officer shall be certified in the

State of North Carolina at least as a Level I Inspector in the trades of Building, Plumbing, Mechanical, Electrical, and Fire unless otherwise waived in writing by WASHINGTON. The inspection services will be provided upon request from WASHINGTON during the term of this Agreement on a schedule mutually agreed upon by WASHINGTON and TYRRELL.

2. WASHINGTON will pay TYRRELL for the provision of inspection services within the territorial jurisdiction of WASHINGTON by the Assisting Officer at the rate of TWENTY SEVEN DOLLARS & SEVENTY EIGHT/100THS CENTS (\$27.78) for every hour that the Assisting Officer is providing inspection services for WASHINGTON, and for any time required for conducting or participating in code or statutory enforcement proceedings or court proceedings arising from the inspection services provided under this Agreement, and for his commuting time in traveling to and from the worksite designated by WASHINGTON and the jurisdiction of TYRRELL. Said rate will increase to THIRTY THREE DOLLARS & SIXTY FIVE CENTS (\$33.65) per hour effective July 1, 2018. The payment of said hourly rate is the full compensation which WASHINGTON will pay TYRRELL for the provision of inspection services hereunder. Payment will be made within fifteen (15) days after the receipt by WASHINGTON of an invoice from TYRRELL for the inspection services within the territorial jurisdiction of WASHINGTON by the Assisting Officer provided during the previous month. The total annual compensation to be paid hereunder during the initial term, or any renewal term hereunder shall not exceed \$10,000 per any single term without the express written consent of the County Manager of WASHINGTON.

3. While providing inspection services within the territorial jurisdiction of WASHINGTON, the Assisting Officer will have the same authority as building inspectors employed by WASHINGTON and shall be subject to the supervision of the Planning & Safety Director of WASHINGTON or designated agent thereof.

4. It is understood and agreed that at all times, the Assisting Officer is an employee of TYRRELL and is not an employee of WASHINGTON. The Assisting Officer shall not receive any employee benefits from WASHINGTON. TYRRELL shall provide the Assisting Officer employee benefits which are regularly provided to its employees pursuant to its policies.

5. TYRRELL shall ensure that the Assisting Officer is covered, during the time the Assisting Officer is providing inspection services within the territorial jurisdiction of WASHINGTON, by the Workers Compensation insurance which TYRRELL regularly provides to its employees pursuant to its policies.

6. Upon request, WASHINGTON will provide the Assisting Officer with a vehicle while the Assisting Officer is conducting inspection services within the territorial jurisdiction of WASHINGTON. TYRRELL will be responsible for providing the Assisting Officer any commuting expense to and from the territorial jurisdiction of WASHINGTON which TYRRELL regularly provides to its employees pursuant to its policies. Effective July 1, 2018 WASHINGTON will also pay TYRRELL in addition to any hourly compensation described herein, FIFTY CENTS (\$00.50) per mile travelled by the Assisting Officer in any TYRRELL owned vehicle during the performance of this Agreement.

7. WASHINGTON will hold harmless and indemnify TYRRELL for any claims or damages, other than workers compensation related claims, resulting from the provision of inspection services within the territorial jurisdiction of WASHINGTON by the Assisting Officer which are within the scope of the authority of the Assisting Officer as a building inspector to the fullest extent allowed by law.

8. The term of this Agreement shall be for an initial period of sixteen (16) months commencing on March, 1st, 2018, and terminating on June 31st, 2019, unless sooner terminated pursuant to the provisions of paragraph 9. This Agreement may be extended for additional terms of twelve (12) months upon mutual written agreement of the County Managers of WASHINGTON and TYRRELL.

9. This Agreement may be terminated by mutual agreement of the parties or by either party, at any time, by the provision of at least fifteen (15) days written notice to the other party. WASHINGTON will pay TYRRELL for all services rendered prior to the effective date of termination.

10. All notices, approvals, consents, requests or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given when deposited in the mail, first-class postage prepaid, and addressed to the respective parties as follows:

TYRRELL COUNTY: County Manager PO Box 449 Columbia, NC 27925 252-796-1371	WASHINGTON COUNTY: County Manager Washington County PO Box 1007 Plymouth, NC 27962 252-793-5823
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Or to such other addresses as either party shall subsequently designate by notice given in accordance with this section.

11. This Agreement constitutes the entire understanding of the parties.
12. This Agreement shall be binding upon the successors and assigns of the parties.
13. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Agreement.
14. This Agreement shall not be modified or otherwise amended except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written, all pursuant to authority duly granted.

WASHINGTON COUNTY

By: _____
Curtis S. Potter, County Manager

TYRRELL COUNTY

By: _____
David L. Clegg, County Manager

PRE-AUDIT CERTIFICATION:

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

Catherine "Missy" Dixon, Finance Director

Date _____

Account Number 10-4350-601

Mr. Potter stated that this document is coming back before the Board after discussions with Tyrrell County. Washington County added that we will be paying \$.50 per mile from where the inspector leaves to come to Washington County and we raised the rate of pay to \$33.65/hr. retroactive to July 2018. The terms of the contract are \$10,000 per term (annually) and it runs from March to March of each year. Ms. Keyes said the County does have another inspector we pay \$45/hr. Commissioner Phelps asked if we pay him mileage. Ms. Keyes said no.

Commissioner Sexton made a motion to approve the changes made in the Resolution/MOU Approving Interlocal Agreement to Provide Building Inspector Services. Commissioner Walker seconded, motion carried unanimously.

c) Resolution Adding Uniform Guidance Requirements to Purchasing Policy

COUNTY OF WASHINGTON
BOARD OF COMMISSIONERS

COMMISSIONERS:
TRACEY A. JOHNSON, CHAIR
WILLIAM "BILL" R. SEXTON, JR., VICE-CHAIR
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CURTIS S. POTTER
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cpotter@wacoconnc.org
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jbennett@wacoconnc.org

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RESOLUTION

Incorporating Federal Uniform Guidance Requirements
Into the Washington County Purchasing Policy

WHEREAS, the Federal Government's Office of Management and Budget (OMB) establishes certain uniform rules and standards applicable to the award and expenditure of certain federal financing assistance programs, grants, and loans, including specifically but without limitation, those recently codified under 2 C.F.R. Part 200 and more commonly known and referred to as the Uniform Guidance; and

WHEREAS, pursuant to 2 C.F.R. § 200.318(a), the Uniform Guidance requires in relevant part that applicable federal grant recipients including local governments, have and use their own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to the applicable Federal law and Uniform Guidance requirements; and

WHEREAS, the Washington County Board of Commissioners adopted the Washington County Purchasing Policy on or about March 2nd, 2015; and

WHEREAS, the Washington County Board of Commissioners now desires to update said policy to specifically reflect and incorporate its compliance with the new Uniform Guidance requirements as required by law.

NOW THEREFORE, THE WASHINGTON COUNTY BOARD OF COMMISSIONERS
HEREBY RESOLVES AS FOLLOWS:

1. That effective July 1, 2018 the Washington County Purchasing Policy adopted on or about March 2nd, 2015 is hereby amended to add the following provision as Section 7.10 thereof, and otherwise shall remain in full force and effect hereafter:

Page 1 of 2

VII. Special Procurement Procedures...

7.10 Uniform Guidance.

Notwithstanding anything in this policy to the contrary, applicable contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

ADOPTED this the ____ day of _____, 20____

Tracey A. Johnson, Chair
Washington County Board of Commissioners

ATTEST:

Julie J. Bennett, CMC, NCCCC
Clerk to the Board

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Mr. Potter explained that new requirements added from the federal government are the reason for adding these requirements into Washington County's Purchasing Policy. These requirements would pertain to Washington County if we were using USDA funds or applying for

a CDBG program or if we received FEMA reimbursement. These are just examples. These requirements started 4 years ago, but the implementation of them is just now taking place.

Commissioner Phelps made a motion to approve the Resolution Incorporating Federal Uniform Guidance Requirements into the Washington County Purchasing Policy. Commissioner Riddick seconded, motion carried unanimously.

BPP PENALTY RELEASE REQUEST—H&L LOGGING, INC.: Ms. Bennett, Clerk to the Board spoke on behalf of Ms. Wilkins who was unable to attend tonight’s meeting. Please see the BPP Penalty Release Request from H&L Logging, Inc. below. Ms. Wilkins recommends the Board approving this BPP Penalty Release Request as written below.



WASHINGTON COUNTY

P.O. BOX 1007

Plymouth, North Carolina 27962

Pursuant to the Resolution adopted March 6, 2017 establishing the guidelines for adjusting late tax listing penalties from audits of Business Personal Property taxes, the Washington County Board of Commissioners does hereby agree to release the following penalty amounts:

Account Name	Account #	Penalty Assessed	Penalty Released
H&L Logging, Inc.	20930	\$3,484.11	\$ 1,484.11

This release of penalty will result in an adjustment of the interest that is due on the account. The penalty release does not include the applicable audit fee which is estimated at \$2,000.00. Pursuant to the requirements of the Resolution the taxes were paid September 17, 2018.

Approved this _____ day of October, 2018.

Tracey A. Johnson, Chair
Washington County Board of Commissioners

ATTEST:

Julie J. Bennett, CMC, NCCCC
Clerk to the Board

Commissioner Sexton made a motion to approve the BPP Penalty Release Request from H&L Logging, Inc. as presented above. Commissioner Phelps seconded, motion carried unanimously.

UPDATED RIVERLIGHT TRANSIT DOCUMENTS: Ms. Zina Rhodes, DSS Transportation Supervisor spoke to the Board on the following documents.

- Conflict of Interest Policy—Ms. Rhodes said that each year, DSS has to update some of their policies for NCDOT and have them signed off by the County Board of Commissioners. The following Conflict of Interest Policy had no changes.

WASHINGTON COUNTY
RIVERLIGHT TRANSIT

CONFLICT OF INTEREST POLICY

Chapter 14 Article 31 Sec. 14-234 North Carolina Public Law

Having been appointed to the Riverlight Transit by the Washington County Board of County commissioners or elected by the Transportation Advisory Board hereby accepts said appointment and further declares to said Board of Commissioners and Transportation Advisory Board, that he/she has absolutely no financial dealings of any kind with said Riverlight Transit, or any decision thereof. No member of the Transportation Advisory Board or employee of Washington County Riverlight Transit System who is involved in making or administering a contract or service on behalf of the agency:

- may derive a direct or indirect benefit from the contract or service;
- may solicit or receive any gifts, rewards or promise of rewards in exchange for recommending, influencing, or attempting to influence the award of a contract or services;
- shall accept gifts or rewards, directly or indirectly from any person or agency for which services have been rendered by Riverlight Transit.

Further, the appointed/elected member certifies that he/she has no interest(s) in conflict with the interest of said County and upon discovery of any such conflict arising, will immediately notify the Chairman of said Transportation Advisory Board of said conflict.

Violation of this policy shall result in removal from board, in case of a member of the board, and dismissal in the case of an employee.

Approved by the Washington County Transportation Advisory Board

Signed: Vanessa Jordan, Chairperson

Date: 9-19-18

Adopted by the Washington County Board of Commissioners

Signed: _____, Chair

Date: _____

Commissioner Phelps made a motion to approve the Riverlight Transit Conflict of Interest Policy. Commissioner Riddick seconded, motion carried unanimously.

- Title VI Plan —Ms. Rhodes also presented the Title VI Plan and noted that updates were made on pages 1, 8, 14, 16-30.

Title VI Plan

Transit System

Adopted on: October 1, 2018

Adopted by: Washington County Board of
Commissioners

Revised on: August 31, 2018

This policy is hereby adopted and signed by:

Transit System

Chairperson
Name/Title: Tracey A. Johnson, Chair

Chairperson Signature: _____

Policy Statement

The **Riverlight Transit System** as a recipient of Federal Transit Administration (FTA) grant dollars either directly from FTA or through the North Carolina Department of Transportation (NCDOT) will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation implementing regulations.

Title VI Plan Elements

The **Riverlight Transit System's** Title VI plan includes the following elements:

1. Evidence of Policy Approval
2. Notice to the Public
3. Complaint Procedure
4. Complaint Form
5. List of transit related Title VI Investigations, Complaints and Lawsuits
6. Public Participation Plan
7. Language Assistance Plan
8. Minority Representation Table and Description

Note: Additional materials will be attached, if required.

TITLE VI Notice to the Public

The **Washington County Riverlight Transit System's** Notice to the Public is as follows:

Notifying the Public of Rights Under Title VI

**THE WASHINGTON COUNTY RIVERLIGHT
TRANSIT SYSTEM**

- ✓ The **Riverlight Transit System** operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the **Riverlight Transit System**.
- ✓ For more information on the **Riverlight Transit System's** civil rights program, and the procedures to file a complaint, contact 252-793-4041, (TTY 800-735-2962); or visit our administrative office at 209 East Main Street, Plymouth, NC. For more information, visit www.washconc.org.
- ✓ A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.
- ✓ If information is needed in another language, contact 252-793-4041.
Si se necesita información en otro idioma de contacto, 252-793-4041.

The **Riverlight Transit System's** Notice to the Public is posted in the following locations:
(check all that apply)

- ✓ Agency website [www.washconc.org]
- ✓ Public areas of the agency office (common area, public meeting rooms, etc.)
- ✓ Inside vehicles
Rider Guides/Schedules
Transit shelters and stations
- ✓ Other, County Manager's Office

Title VI Complaint Procedure

The **Riverlight Transit System's** Title VI Complaint Procedure is made available in the following locations:
(check all that apply)

- ✓ Agency website, either as a reference in the Notice to Public or in its entirety
- ✓ Hard copy in the agency
Available in appropriate languages for LEP populations, meeting the Safe Harbor Threshold.
Other, _____

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by the **Riverlight Transit System** may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form.

The **Riverlight Transit System** investigates complaints received no more than 180 days after the alleged incident. The **Riverlight Transit System** will process complaints that are complete.

Once the complaint is received, the **Riverlight Transit System** will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office.

The **Riverlight Transit System** has **90 days to investigate the complaint**. If more information is needed to resolve the case, the county may contact the complainant.

The complainant has **10 business days from the date of the letter to send requested information to the investigator assigned to the case**.

If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days, the county can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two (2) letters to the complainant: a closure letter or a letter of finding (LOF).

- ✓ A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed.
- ✓ A letter of finding (LOF) summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur.

If the complainant wishes to appeal the decision, she/he has 30 days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

If information is needed in another language, then contact 252-793-4041.

Title VI Complaint Form

The Riverlight Transit System's Title VI Complaint Procedure is made available in the following locations:
(check all that apply)

- Agency website (www.washcon.org) either as a reference in the Notice to Public or in its entirety
- Hard copy in the agency
- Available in appropriate languages for LEP populations, meeting the Safe Harbor Threshold.
- Other, _____

Section I:			
Name:			
Address:			
Telephone (Home):		Telephone (Work):	
Electronic Mail Address:			
Accessible Format Requirements?	Large Print		Audio Tape
	TDD		Other
Section II:			
Are you filing this complaint on your own behalf?		Yes*	No
*If you answered "yes" to this question, go to Section III.			
If not, please supply the name and relationship of the person for whom you are complaining:			
Please explain why you have filed for a third party:			
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.		Yes	No
Section III:			
I believe the discrimination I experienced was based on (check all that apply):			
<input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin			
Date of Alleged Discrimination (Month, Day, Year): _____			
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.			

Section IV			
Have you previously filed a Title VI complaint with this agency?		Yes	No

Section V	
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, check all that apply:	
<input type="checkbox"/> Federal Agency: _____	
<input type="checkbox"/> Federal Court _____	<input type="checkbox"/> State Agency _____
<input type="checkbox"/> State Court _____	<input type="checkbox"/> Local Agency _____
Please provide information about a contact person at the agency/court where the complaint was filed.	
Name: _____	
Title: _____	
Agency: _____	
Address: _____	
Telephone: _____	
Section VI	
Name of agency complaint is against: _____	
Contact person: _____	
Title: _____	
Telephone number: _____	

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

Signature Date

Please submit this form in person at the address below, or mail this form to the post office box:

Riverlight Transit System Title VI Coordinator
Washington County Department of Social Services
Post Office Box 10
209 East Main Street
Plymouth, NC 27962

List of Transit Related Title VI Investigations, Complaints and Lawsuits

Subrecipient: Washington County Riverlight Transit System		
Contact Person: Clifton Hardison	Signature:	Date:

Check One:

- There have been no investigations, complaint and/or lawsuits filed against us during the report period.
- There have been investigations, complaints and/or lawsuits filed against us. *See list below. Attach additional information as needed.*

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

Documented Public Outreach

The direct public outreach and involvement activities conducted by the **Riverlight Transit System** are summarized in the table below. Efforts include *meetings, surveys, focus groups, etc.*

Information pertinent to each event and/or activity will be provided to NCDOT upon request. Examples include copies of: meeting announcements, agendas, posters, attendee list, etc.

Event Date	Transit System Staffer(s)	Event	Date Publicized and Communication Method (Public Notice, Posters, Social Media)	Outreach Method (Meeting, Focus Group, Survey, etc).	Notes (Meeting size and format, location, Number of Attendees, etc.)
8-1-2017	4	National Night Out	Posters/Flyers, Newspaper	Booth with Brochures and Promotional Items	Community Outreach Day Approx. 200 people
8-26-2017	1	Abundant Life Church Community Outreach	Flyer, Newspaper, Word of Mouth	Booth with Brochures and Promotional Items	Community Outreach Approx. 50 people
8-26-2017	1	Annual Family & Friends Celebration Hosted by Queen Esther Jewel Chapter 32 and Carthagenia Lodge #38	Flyer, Newspaper, Word of Mouth	Booth with Brochures and Promotional Items	Community Outreach Approx. 100 people
12-19-2017	1	Transportation Meeting		Meeting	Meeting with Creswell Primary Care to discuss how Riverlight Transit can better service the clients the center serve
1-3-2018	1	Transportation Meeting		Meeting	Meeting with Creswell Primary Care to discuss how Riverlight Transit can better service the clients the center serve
3-6-2018	2	Creswell Primary Care Outreach	Flyers	Information Table with Brochure, Promotional Items and Applications for Transportation	No clients
5-10-2018	2	Week of the Young Child & Health Fair @ Washington County Hospital	Flyers, Newspaper, Social Media	Booth with Brochures and Promotional Items	Community Outreach Approx. 100 people
6-19-2018	1	Creswell Primary Care Outreach	Flyers	Information Table with Brochure, Promotional Items and Applications for Transportation	Spoke with approx. 5 people in the waiting room

Language Assistance Plan

Plan Components

As a recipient of federal US DOT funding, the **Riverlight Transit System** is required to take reasonable steps to ensure meaningful access to our programs and activities by limited-English proficient (LEP) persons.

Limited English Proficient (LEP): Refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak or understand English. This includes those who have reported to the U.S. Census that they speak English less than very well, not well, or not at all.

The **Riverlight Transit System's** Language Assistance Plan includes the following elements:

1. The results of the *Four Factor Analysis*, including a description of the LEP population(s), served.
2. A description of how language assistance services are provided by language
3. A description of how LEP persons are informed of the availability of language assistance service
4. A description of how the language assistance plan is monitored and updated
5. A description of how employees are trained to provide language assistance to LEP persons
6. Additional information deemed necessary

Methodology

To determine if an individual is entitled to language assistance and what specific services are appropriate, the **Riverlight Transit System** has conducted a *Four Factor Analysis*¹ of the following areas: 1) Demography, 2) Frequency, 3) Importance and 4) Resources and Costs.

LEP *Four Factor Analysis*

- **Factor 1: Demography:** What is the number or proportion of LEP persons served and the languages spoken in the service area?

Overview

The first factor of the *Four Factor Analysis* is the basis of the Language Assistance Plan. It requires the **Riverlight Transit System** to review its US Census data to determine if it meets the *LEP Safe Harbor Threshold*.

US Census and American Community Survey (ACS) Data²

¹ DOT LEP guidance <https://www.civilrights.dot.gov/page/dots-lep-guidance>

² The ACS publishes data in many forms on the Census Bureau American Fact Finder website <http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml>

The **Riverlight Transit System** did the following:

1. Inserted a copy of the **Riverlight Transit System's** county LEP data in the Title VI plan. This data was found at US census website at: <http://www.census.gov>
 2. Analyzed the LEP demographic data for the **Riverlight Transit System's** program and/or service area by calculating the *Safe Harbor Threshold* for two to three of the largest language groups identified other than English.
 - a. The *Safe Harbor Threshold* is calculated by dividing the population estimate for a language group that "Speaks English less than very well" by the total population of the county.
 - i. The *LEP Safe Harbor Threshold* provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less) the **Riverlight Transit System** must provide translation of vital documents in written format for the non-English users.
 - ii. Examples of written translation of vital documents include the Title VI policy statement and/or Notice to the Public (Appendix 2), Title VI Complaint Procedure (Appendix 3), Title VI Complaint Form (Appendix 4), and ADA paratransit eligibility forms.
 3. Explained the results of the analysis of the county LEP data in the demographic section of the *Four Factor Analysis*.
- ✓ **Factor 2: Frequency:** How often does your staff (and/or contractor/lessee) come into contact with LEP persons?

Overview

LEP persons are persons identified as speaking English less than very well, not well or not at all. Just because a person speaks a language other than English doesn't mean they don't speak English or are identified as LEP. The summary below discusses the frequency with which **Riverlight Transit System** staff, and/or its contractor/lessee come into contact with LEP persons. It also provides information on the how staff is instructed to meet the needs of LEP persons.

Factor 3: Importance: How does the program, service or activity affect people's lives?

Overview

The summary below discusses how the **Riverlight Transit System's** program and services impact the lives of person's within the community. The Riverlight Transit System will specify the community organizations that serve LEP persons, if available.

- ✓ **Factor 4: Resources and Costs:** What funding and other resources are available for LEP outreach?

Overview

The summary below discusses the low cost methods used by the **Riverlight Transit System** to provide outreach to LEP persons as well as train staff (and/or its contractor/lessee) on Title VI and LEP principles.

Additional Required Elements

In addition to the *Four Factor Analysis* (listed below as *item #1*), the Riverlight Transit System will address the following elements:

- Item #2:* A description of how language assistance services are provided by language
- Item #3:* A description of how LEP persons are informed of the availability of language assistance service
- Item #4:* A description of how the language assistance plan is monitored and updated
- Item #5:* A description of how employees are trained to provide language assistance to LEP persons

And, any additional information deemed necessary.

Riverlight Transit System – Summary of the Language Assistance Plan Components

Item #1 – Results of the Four Factor Analysis (including a description of the LEP population(s) served)

Example

Factor 1 – Demography

The **Riverlight Transit System** provides transportation service for the **Washington County**.

The US Census Bureau – American Fact Finder (2008-2012) reports there are numerous languages spoken in USA County. Some of these languages include Spanish, German, Russian, Japanese, Hmong, and Vietnamese. After English, the second largest language group is Spanish.

The Safe Harbor Threshold is calculated by dividing the population estimate for a language group that "speaks English less than very well" by the total population of the county. The LEP Safe Harbor Threshold provision stipulates that for each LEP group that meets the LEP language threshold (5% or 1,000 individuals, whichever is less), the **Riverlight Transit System** must provide translation of vital documents in written format for non-English speaking persons.

Caucasian	African American	Hispanic or Latino	Asian	American Indian & Alaska Native
48.1%	48.7%	5.6%	0.4%	0.9%

Source: US Census Bureau State & County QuickFacts

In Washington County, with a population estimate of 12,195, approximately 695 persons have been identified as Spanish speaking and may "speak English less than well". This language group is 5.7% and above the 5% or 1,000 person threshold. This means the **Riverlight Transit System** is required to provide written translation of vital documents. All of the other language groups listed above are below the safe harbor threshold. This means, at this time, the **Riverlight Transit System** is not required to provide written translation of vital documents in these languages.

Washington County Department of Social Services contracts with Pacific Interpreters. Every Limited English Proficiency (LEP) customer who enters into Washington County Department of Social Services requesting services will be given a Language Services Agreement for Limited English Proficiency (LEP) Customer Form (DSS 10001). This form offers the customer the services of an interpreter/translator at no cost to the customer.

Factor 2 – Frequency

The **Riverlight Transit System** will be trained on what to do when they encounter a person that speaks English less than well. The **Riverlight Transit System** will track the number of encounters and consider making adjustments as needed to its outreach efforts to ensure meaningful access to all persons and specifically to LEP and minority populations of the **Riverlight Transit System's** programs and services.

The **Riverlight Transit System** provides rides to many persons per year. While formal data has not been collected, the Transit System has encountered four (4) LEP persons using the service within the last six months.

Riverlight Transit System has an open door policy and will provide rides to any person who requests a ride. If an individual has speech limitations, the dispatcher or driver will work with the Transit Coordinator and the **Riverlight Transit System**, if needed to ensure the individual receives access to the transportation service.

Factor 3 – Importance

The **Riverlight Transit System** understands an LEP person with language barrier challenges also faces difficulties obtaining health care, education or access to employment. A transportation system is a key link to connecting LEP persons to these essential services.

The **Riverlight Transit System** has identified activities and services which would have serious consequences to individuals if language barriers prevented access to information or the benefits of those programs. The activities and services include providing emergency evacuation instructions in our facilities, stations and vehicles and providing information to the public on security awareness or emergency preparedness.

The **Riverlight Transit System's** assessment of what programs, activities and services that are most critical included contact with community organization(s) that serve LEP persons, as well as contact with LEP persons themselves to obtain information on the importance of the modes or the types of services that are provided to the LEP populations.

Factor 4 – Resources and Costs

Even though the **Riverlight Transit System** does not have a separate budget for LEP outreach, the county has worked with our Transit System to implement low cost methods of reaching LEP persons. For example, the **Washington County Department of Social Services** has a contract with Pacific Interpreters to provide interpreter/translator services. This has ensured the **Transit System** can provide assistance to LEP Spanish-speaking persons, if needed

Item # 2 – Description of how Language Assistance Services are Provided, by Language

The **Washington County Department of Social Services** has a contract with Pacific Interpreters to provide services to Non-English speaking customers. Pacific Interpreters 1-800-272-7442

Item # 3 - Description of how LEP Persons are Informed of the Availability of Language Assistance Service

Washington County Department of Social Services contracts with Pacific Interpreters. Every Limited English Proficiency (LEP) customer who enters into Washington County Department of Social Services requesting services is given a Language Services Agreement for Limited English Proficiency (LEP) Customer Form (DSS 10001). This form offers the customer the services of an interpreter/translator at no cost to the customer.

The **Riverlight Transit System** does the following to inform LEP persons of the availability of language assistance services: Notices alerting the public of the **Transits System's** duty to comply with Title VI of the Civil rights Act of 1964 can be found on the Transit System's Brochures and the Washington County website at washconc.org.

Item # 4 – Description of how the Language Assistance Plan is Monitored and Updated

The **Riverlight Transit System** reviews its plan on an annual basis or more frequently as needed. In particular, the **Riverlight Transit System** will evaluate the information collected on encounters with LEP persons as well as public outreach efforts to determine if adjustments should be made to the delivering of programs and services to ensure meaningful access to minority and LEP persons.

Item # 5 - Description of how Employees are Trained to Provide Language Assistance to LEP Persons

The **Riverlight Transit System** employees are oriented on the principles of Title VI and the **Transit System's Language Assistance Plan**. New employees will be provided guidance on the needs of clients served and how best to meet their needs. The **Transit System** will ensure its contractor/transit provider also educates its staff on Title VI requirements, and specifically LEP provisions.

An important discussion point is that of language assistance. If a driver, dispatcher or employee needs further assistance related to LEP program participants, he/she will work with the **Riverlight Transit System's Title VI Coordinator** and/or its contractor/transit provider to identify strategies to meet the language needs of the participants of the program or service.

Minority Representation Information

A. Minority Representation Table

The table below depicts the **Riverlight Transit System's** board related to transit: the Transportation Advisory Board (TAB).

Body	Caucasian	Hispanic	African American	Asian American	Native American
Population	48.1%	5.6%	48.7%	.4%	0.9%
Transportation Advisory Board	18%	0%	82%	0%	0%

B. Efforts to Encourage Minority Participation

The **Riverlight Transit System** understands diverse representation on committees, councils and boards results in sound policy reflective of its entire population. As such, the **Riverlight Transit System** encourages participation of all its citizens. As of January 2015, most races residing in the **Riverlight Transit System** were represented on the TAB. As TAB vacancies become available, the **Riverlight Transit System** will make efforts to encourage and promote diversity. To encourage participation on its TAB, the **Riverlight Transit System** will continue to reach out to community, ethnic and faith-based organizations to connect with all populations. In addition, the **Riverlight Transit System** will create ways to make participating realistic and reasonable; such as, scheduling meetings at times best suited to its members and providing transportation, if needed for its members.

Minority Representation Data Collection Form

Name of board, commission, council, etc

Date:

Dear Member,

As the **Riverlight Transit System** is a recipient of federal funds, we are required under Title VI of the Civil Rights statute to ascertain the racial/ethnic make-up of any non-elected boards, commissions, councils, etc.

Data from this section is used for statistical and reporting purposes. The information may be subject to disclosure under federal or state law or rule.

Anti-Discrimination Notice

It is unlawful for the **Riverlight Transit System** to fail or refuse to provide services, access to services or activities, or otherwise discriminate against an individual because of an individual's race, color, religion, sex, national origin, disability or veteran status.

As a council under the jurisdiction of the **Riverlight Transit System**, we invite council members to voluntarily self-identify their race/ethnicity in order for us to comply with FTA Title VI regulations. This information will be used according to the provisions of applicable federal and state laws, executive orders and regulations, including those requiring the information to be summarized and reported to the federal government for civil rights enforcement purposes.

Race/Ethnicity

If you choose to self-identify, please mark the **one box** describing the race/ethnicity category with which you primarily identify:

___ *Asian or Pacific Islander*: All persons having origins in any of the peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.

___ *Black and/or African American* (not of Hispanic origin): All persons having origins in any of the Black racial groups of Africa.

___ *Hispanic*: All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

___ *American Indian or Alaskan Native*: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

___ *Caucasian* (not of Hispanic origin): All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

QuickFacts

Washington County, North Carolina

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

Table

All Topics

Washington
County,
North
Carolina

Persons under 5 years, percent

▣

5.3%

PEOPLE

Population

Population estimates, July 1, 2017, (V2017)	12,012
Population estimates base, April 1, 2010, (V2017)	13,214
Population, percent change - April 1, 2010 (estimates base) to July 1, 2017, (V2017)	-9.1%
Population, Census, April 1, 2010	13,228

Age and Sex

Persons under 5 years, percent	▣	5.3%
Persons under 18 years, percent	▣	20.4%
Persons 65 years and over, percent	▣	23.7%

Female persons, percent	52.7%
Race and Hispanic Origin	
White alone, percent (a)	48.1%
Black or African American alone, percent (a)	48.7%
American Indian and Alaska Native alone, percent (a)	0.9%
Asian alone, percent (a)	0.4%
Native Hawaiian and Other Pacific Islander alone, percent (a)	7
Two or More Races, percent	1.8%
Hispanic or Latino, percent (b)	5.6%
White alone, not Hispanic or Latino, percent	44.7%
Population Characteristics	
Veterans, 2012-2016	837
Foreign born persons, percent, 2012-2016	2.4%
Housing	
Housing units, July 1, 2017, (V2017)	6,466

Owner-occupied housing unit rate, 2012-2016	64.8%
Median value of owner-occupied housing units, 2012-2016	\$82,400
Median selected monthly owner costs -with a mortgage, 2012-2016	\$977
Median selected monthly owner costs -without a mortgage, 2012-2016	\$373
Median gross rent, 2012-2016	\$679
Building permits, 2017	6
Families & Living Arrangements	
Households, 2012-2016	5,203
Persons per household, 2012-2016	2.37
Living in same house 1 year ago, percent of persons age 1 year+, 2012-2016	93.4%
Language other than English spoken at home, percent of persons age 5 years+, 2012-2016	2.9%
Education	
High school graduate or higher, percent of persons age 25 years+, 2012-2016	79.3%
Bachelor's degree or higher, percent of persons age 25 years+, 2012-2016	9.7%
Health	
With a disability, under age 65 years, percent, 2012-2016	16.7%
Persons without health insurance, under age 65 years, percent	12.7%
Economy	
In civilian labor force, total, percent of population age 16 years+, 2012-2016	52.5%
In civilian labor force, female, percent of population age 16 years+, 2012-2016	45.1%
Total accommodation and food services sales, 2012 (\$1,000)(c)	D
Total health care and social assistance receipts/revenue, 2012 (\$1,000)(c)	34,741

Total manufacturers shipments, 2012 (\$1,000)(c)	394,643
Total merchant wholesaler sales, 2012 (\$1,000)(c)	174,124
Total retail sales, 2012 (\$1,000)(c)	127,671
Total retail sales per capita, 2012(c)	\$10,024

Transportation

Mean travel time to work (minutes), workers age 16 years+, 2012-2016	25.0
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Income & Poverty

Median household income (in 2016 dollars), 2012-2016	\$33,286
Per capita income in past 12 months (in 2016 dollars), 2012-2016	\$20,423
Persons in poverty, percent	26.1%

BUSINESSES

Businesses

Total employer establishments, 2016	228
Total employment, 2016	2,931
Total annual payroll, 2016 (\$1,000)	110,355
Total employment, percent change, 2015-2016	-2.4%
Total nonemployer establishments, 2016	621
All firms, 2012	865
Men-owned firms, 2012	395
Women-owned firms, 2012	370
Minority-owned firms, 2012	199

Nonminority-owned firms, 2012	597
Veteran-owned firms, 2012	221
Nonveteran-owned firms, 2012	573

GEOGRAPHY

Geography

Population per square mile, 2010	38.0
Land area in square miles, 2010	348.14
FIPS Code	37187

SOURCE: US CENSUS BUREAU STATE & COUNTY QUICKFACTS

Commissioner Riddick made a motion to approve the updated Title VI Plan for Riverlight Transit. Commissioner Walker seconded, motion carried unanimously.

ROAP GRANT APPLICATION: Ms. Zina Rhodes, DSS Transportation Supervisor spoke to the Board regarding the ROAP Grant Application. Ms. Rhodes attended the Travel Advisory Board meeting in September. This is part of the process for applying for the ROAP Grant.



WASHINGTON COUNTY DEPARTMENT OF SOCIAL SERVICES

209 EAST MAIN STREET
POST OFFICE BOX 10
PLYMOUTH, NORTH CAROLINA 27962
PHONE (252) 793-4041 • FAX (252) 793-3195

www.washconc.org

September 25, 2018

MEMORANDUM

TO: Washington County Board of Commissioners

FROM: Clifton Hardison, Director *CA*
Washington County Department of Social Services

RE: FY 2018-2019 Rural Operating Assistance Program Grant Application

The Public Transportation Division of the NC Department of Transportation has allocated County transportation funds to counties through the Rural Operating Assistance Program (ROAP) for FY 2019. These funds are used for the operating cost of trips, but not for administrative or capital costs. Riverlight Transit has received disbursements of ROAP funds from the county for several years now. ROAP is a state-funded public transportation grant program and includes the following programs:

- EDTAP (Elderly and Disabled Transportation Assistance Program) - EDTAP provides operating assistance for the transportation of the state's elderly and disabled citizens.
- EMPL (Employment Transportation Assistance Program) - EMPL is intended to help DSS participants, Workforce Development Program participants and/or the general public to travel to work, employment training and/or other employment-related destinations.
- RGP (Rural General Public Program) - RGP provides transportation services for individuals from the county who do not have a human service agency or organization that will pay for the transportation service. The passenger's origin or destination must be in the rural area.

County governments and eligible transportation authorities are the only eligible applicants for ROAP funds. All eligible applicants are required to submit an annual application to the Public Transportation Division in order to receive ROAP funds. The Washington County Department of Social Services requests to submit the application on behalf of the county. It is the responsibility of county governments to sub-allocate and distribute the funds to local agencies or service providers. It is the intent of ROAP that these funds be used to provide transportation services when other transportation funding sources are not available.

The North Carolina Department of Transportation Public Transportation Division has allocated the following ROAP funds to Washington County:

▪ EDTAP -	\$ 52,543
▪ EMPL -	\$ 5,713
▪ RGP -	\$ 49,292
	\$107,548

The Washington County Department of Social Services and the Transportation Advisory Board recommends to you that the allocation of the EDTAP funds be sub allocated as follows:

• Washington County Senior Center	\$ 6,000
• Roanoke Development Center	\$ 6,000
• Washington County Riverlight Transit	\$ 40,543
	\$52,543

The Board of Commissioners will need to approve a motion to submit an application for ROAP funding and the distribution of the funds to programs and agencies in the county.

Thank you for your consideration for the distribution and use of these funds.

Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-PTD Mobility Development Specialist assigned to the area served by the transit system.

FY2019 ROAP Program Schedule

Application Deadline	August 27, 2018
Disbursement #1	September 15, 2018
Disbursement #2	January 15, 2019
Milestone Reports	
Quarter 1 Milestone Report due	October 31, 2018
Quarter 2 Milestone Report due	January 31, 2019
Quarter 3 Milestone Report due	April 30, 2019
Quarter 4 Milestone Report due	August 31, 2019* (Annual)

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- **ROAP funds are expended on only eligible activities as described in Appendix A of the ROAP Guidance. A county that uses any ROAP funds for non-public transportation trips will have a penalty of 10% assessed on all amounts of ROAP funds misspent.**
- Supporting documentation of expenditures is maintained
- Service recipients meet eligibility requirements and their eligibility is documented
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance
- An accounting of trips and expenditures is provided in quarterly reports to NCDOT
- ROAP funds received and expended are included in the local annual audit

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?	X	
B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?		X

C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	X	
Financial Management of ROAP Funds		
	Yes	No
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	X	
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? <i>(Include a sample agreement with application)</i>	X	
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? <i>(Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)</i>	X	
G. Are ROAP funds being deposited in an interest bearing account?		X
H. Does the county provide any local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?	X	
I. Is supporting documentation maintained for all ROAP grant financial transactions for five years? IMPORTANT: Yes is the only correct answer.	X	
Monitoring and Oversight Responsibilities		
	Yes	No
J. Does the county require the subrecipients of ROAP funds to provide progress reports and statistical data about the trips provided with ROAP funds?	X	
K. If progress reports and/or operating statistical reports are required by the county, how frequently are these provided to the county for evaluation? QUARTERLY		
L. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?		X
Accountability to North Carolina Taxpayers		
	Yes	No
M. Is the county prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at the specified cost?	X	

CERTIFIED STATEMENT
FY2019
RURAL OPERATING ASSISTANCE PROGRAM
County of **WASHINGTON**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2018 to June 30, 2019 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Washington North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

Revised 08-03-18

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2019 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in quarterly milestone reports to NCDOT – Public Transportation Division or its designee. **Back-up documentation is required to support the quarterly reports and may be requested at an MDS site visit.**
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY2019 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)	\$ 52,543	\$ 52,543
Employment Transportation Assistance Program (EMPL)	\$ 5,713	\$ 5,713
Rural General Public Program (RGP)	\$ 49,292	\$ 49,292
TOTAL	\$107,548	\$107,548

WITNESS my hand and county seal, this 1st day of October, **2018**.

Signature of County Manager/Administrator

Curtis Potter
Printed Name of County Manager/Administrator

Signature of County Finance Officer

Catherine Missy Dixon
Printed Name of County Finance Officer

State of North Carolina County of Washington



Revised 08-03-18

Commissioner Phelps said he has heard concerns about when citizens can purchase the tickets for transportation to Creswell Primary Care. Ms. Rhodes said citizens traveling to Creswell Primary Care get discounted tickets. Ms. Rhodes said she is trying to help Creswell Primary Care increase their clientele. The ticket to travel within the County is \$1.00. Commissioner Phelps asked if there were many residents using Riverlight Transit. Ms. Rhodes said not really. Commissioner Phelps said maybe better marketing is needed.

Commissioner Riddick made a motion to approve the ROAP Grant Application for FY2019. Commissioner Walker seconded, motion carried unanimously.

FINANCE OFFICER'S REPORT: Ms. Dixon went over the budget amendment and her report that was in the Commissioners' package.

Washington County
BUDGET AMENDMENT

To: Board of Commissioners

BA #: 2019 - 019

From: Curtis Potter, County Manager
Missy Dixon, Finance Officer

Date: October 1, 2018

RE: Sheriff

Please authorize the finance officer to make the following budgetary adjustments:

Account Code	Description	Old	+ or (-)	New
10-3540-020	Gun Permits Discretionary-County Portion	(975.00)	(190.00)	(1,165.00)
10-4310-611	Gun Permits Discretionary-County Portion	10,460.00	190.00	10,650.00
10-3540-030	Gun Permits-State Portion	(1,125.00)	(200.00)	(1,325.00)
10-4310-612	Gun Permits-State Portion	2,680.00	200.00	2,880.00
10-3540-040	Finger Printing	(200.00)	(20.00)	(220.00)
10-4310-613	Finger Printing	581.00	20.00	601.00
10-3541-010	Sheriff-Donations	-	(1,500.00)	(1,500.00)
10-4310-650	Sheriff-Donations	605.00	1,500.00	2,105.00
Sheriff				
Balanced:		12,026.00	-	12,026.00

Justification:

To budget additional revenue received in the Sheriff's Department for Gun Permits, Finger Printing and Donations.

Approval Date: _____

Bd. Clerk's Init: _____

Initials:	
Batch #:	
Date:	

Commissioner Phelps made a motion to approve BA#2019-19. Commissioner Riddick seconded, motion carried unanimously.

Mr. Potter said the County does have some over-extended budgets due to the Hurricane. Finance is working to straighten that out. Since Washington County hasn't been declared a disaster county, we may have to eat that cost.

Mr. Potter said that sales tax collection is below what was anticipated. Mr. Potter said he feels that has to do with the Hurricane and the decrease in beach traffic.

Mr. Potter spoke to the Board about BA #2019-20 Medicaid Audit Engagement (below). Mr. Potter said this is an unfunded mandate that is handed down to counties and it is related to changes made as to how the Medicaid program is audited. Washington County may have to pay our auditing

company an additional \$12,000 - \$15,000. Just for your information, Tyrrell County has had to pay an additional \$10,000.

Washington County
BUDGET AMENDMENT

To: Board of Commissioners

BA #: 2019 - 020

From: Curtis Potter, County Manager
Missy Dixon, Finance Officer

Date: October 1, 2018

RE: Finance/Central Services

Please authorize the finance officer to make the following budgetary adjustments:

Account Code	Description	Old	+ or (-)	New
10-8300-183	Insurance-Health Insurance Increase (5%)	58,000.00	(11,410.00)	46,590.00
10-8300-451	Insurance-Property & Liability	147,150.00	(3,590.00)	143,560.00
10-4130-180	Finance Office - Professional Services	70,000.00	15,000.00	85,000.00
Finance/Central Services				
Balanced:		275,150.00	-	275,150.00

Justification:

To budget additional costs associated with FY 2018 changes as required by the Office of the State Auditor (OSA) regarding the auditing of Medicaid disbursements. Due to the NCFAST changes, all disbursements are now being made from the state and not the local governments and now the responsibility for testing compliance rests with the OSA. OSA has determined that it is more cost-efficient to have the testing procedures contracted out to the local level as opposed to the testing being done by OSA Staff.

Approval Date: _____

Bd. Clerk's Init: _____

Initials:	
Batch #:	
Date:	

Curtis Potter

From: Joel Black <jmblack@mjcpa.com>
Sent: Monday, October 01, 2018 11:24 AM
To: Curtis Potter
Cc: James Bence; Missy Dixon
Subject: Re: Engagement Letter
Attachments: Email from James Burke.pdf; AUP Instructions.docx; OSA Fact Sheet for Local CPAs - 2018 Plan.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Curtis,

Good morning. At your request please see below for a brief summary of the changes in the audit and reporting of the County's Medicaid program.

Past

Prior to FY 2018, all direct Medicaid benefits (which are paid directly from the State to the multiple citizens/recipients) were included as expenditures of the various Counties and included in the County financial statements and schedule of expenditures of federal awards - and thus these expenditures were subject to the annual Single Audit (federal grant compliance audit).

Current Year Change

Effective July 1, 2017 the Office of the State Auditor (OSA) determined that most Medicaid disbursements are not true expenditures of the counties but should only be reported as part of the State's financial report and schedule of expenditures of federal awards (SEFA). With this change in the recognition of which entity reports the expenditures, came the change of which auditor's responsibility it is to test compliance related to these funds. In the past, eligibility and the other requirements for the Medicaid non-administrative funds were tested and reported as part of the County's Single Audit (federal grant compliance audit); however, these expenditures are no longer on your SEFA, and now responsibility for testing compliance rests with the Office of the State Auditor. The OSA determined it was more cost-efficient to have the testing procedures contracted out to the local level as opposed to testing by the OSA staff. In order to accomplish this, the State now requires a separate agreed-upon procedures engagement and reporting, whereby we perform procedures related to compliance with the non-administrative Medicaid amounts, on behalf of and as directed by, the State. As a product of this engagement we will issue a completely separate, independent agreed-upon procedures report on which the State will rely.

Impact on the County's Single Audit

With these non-administrative Medicaid funds moved out of the County's financial statements and SEFA, that portion of the Medicaid program will no longer be tested as part of our Single Audit. However, the removal of that program does not eliminate the need for a Single Audit of the County's remaining federal and state grant funds. In the past these programs were rarely audited due to the size of the Medicaid program (note that selection of which federal or state programs are audited as part of the Single Audit depends, largely, on the size of the program). Now these other programs are more likely to be selected as part of the Single Audit and some

will have to be selected. This results in the Single Audit to still be required and performed, but it no longer covers the Medicaid funds which were removed from the County's SEFA. To date, we have only tested the eligibility component of your Medicaid program as part of the agreed-upon procedures report, which is part of the reason why your DSS office feels as if they have pulled less than last year.

Results

As a result of these changes, the Single Audit we perform for the County will still be required and it will take as much (sometimes more) time as it has in the past, but it will no longer cover the non-administrative part of Medicaid. Those Medicaid dollars are covered by the State's audit - for which the State has requested the new, additional agreed-upon procedures report. As a result of this engagement being totally related to the Medicaid program and being required by the State, it is our understanding that these costs are allowed to be charged, as administrative costs, to DSS (and not be solely a General Fund cost as the financial statement and Single Audit are).

For additional information provided by OSA, please also see the attachments included with this email. I hope this information helps in understanding the changes required this year, but if you have any additional questions please feel free to give us a call.

Joel

On Fri, Sep 28, 2018 at 1:37 PM Curtis Potter <cpotter@washconc.org> wrote:

Joel,

Thank you very much for all the work so far and for the prompt communications. We are still reviewing this particular issue as it is likely to meet some major pushback from some of our Board members due in part to recent auditing experiences, and based on our understanding that the single audit fee previously quoted was inclusive of all necessary services including DSS's Medicaid audit portion.

The Board meets Monday night and it would be significantly helpful if you could provide me with a little more information or a summarized explanation at a lower non-technical level of understanding of exactly what has changed that necessitates these additional services being required. It may be as simple as referencing a written auditing standard or LGC Memo.

Part of the potential confusion is also being driven by the fact that I forwarded your email below to our DSS Department for review and input. They contacted their state representative to validate reimbursability (its not fully reimbursable) as well as the change in the state requirements that you cite as requiring the additional services beyond the scope of the initial quote. As of this morning, the state rep is advising DSS that they are not aware of anything that has changed that would necessitate additional or different services.

Our DSS Administrative Officer also mentioned to me earlier today for what it is worth that during the field audit several weeks ago there was actually less to be pulled and audited overall this year than in previous years, and M&J staff commented on how much easier it was to audit our electronic system versus some of the other county paper systems in North Carolina. DSS wanted to know and make sure this was being taken into account in any additional fee estimates and I am passing that along for reference and discussion although I realize there are other services taking place beyond just the field audit itself.

Please contact me at your earliest convenience to discuss this and hopefully resolve this confusion. Thanks.

Respectfully Yours,

Curtis S. Potter

County Manager / County Attorney

Washington County

PO Box 1007 - Plymouth - NC - 27962

Phone: 252-793-5823 Email: cpotter@washconnc.org

From: Joel Black [mailto:jblack@mjcpa.com]

Sent: Thursday, September 20, 2018 9:12 AM

To: Missy Dixon

Cc: Curtis Potter; James Bence

Subject: Re: Engagement Letter

Missy,

This is a new requirement from the State. Since they have taken the related Medicaid expenditures out of your Schedule of Expenditures of Federal Awards (SEFA), these expenditures are no longer covered by your Single Audit (they are only included in the State's SEFA). As a result, the State has decided to request this engagement be performed at counties around the state for the benefit of their Single Audit and, unfortunately,

this is a separate engagement from the financial statement audit or the single audit of the County and it was not included in our proposed fee for the financial statement audit or Single Audit. This requirement may or may not repeat next (or subsequent) year(s) depending upon how the State wants to approach it. One positive item of note that may help is that you can charge the fee for this engagement to the Department of Social Services (DSS) of the County and get the cost reimbursed under the Medicaid administration costs.

Please let me know if I can answer any further questions related to this.

Thank you. I know the storm has created havoc for you and many neighbors. I hope everyone is safe and that things turn back to some semblance of normal some time soon.

Joel

On Wed, Sep 19, 2018 at 9:18 AM Missy Dixon <mdixon@washconc.org> wrote:

Joel,

Can you just confirm whether or not the \$12,000 - \$15,000 referenced in this letter is included in the total contract price of \$50,000? We are assuming so but wanted to make sure.

Thank you,

Missy Dixon

Finance Officer

Washington County

P. O. Box 1007

Plymouth, NC 27962

Phone: 252-793-3523



September 7, 2018

The Board of County Commissioners and
Curtis Potter, County Manager
Washington County, North Carolina
120 Adams Street
Plymouth, North Carolina 27962

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for Washington County, North Carolina.

We will apply the agreed-upon procedures listed in the attached schedule that were specified and agreed to by Washington County, North Carolina (the County) and the North Carolina Office of the State Auditor (OSA) (specified parties) on determining the County's compliance with the eligibility determination of Medicaid recipients for the fiscal year ended June 30, 2018. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of the specified parties and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion or conclusion on County's compliance with the eligibility requirements as listed in appendix A. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We plan to begin our procedures on approximately September 4, 2018 and, unless unforeseeable problems are encountered, the engagement should be completed by October 31, 2018.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to Washington County, North Carolina and the North Carolina Office of the State Auditor. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of Washington County, North Carolina and the North Carolina Office of the State Auditor, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the compliance with the eligibility determination for Medicaid participants that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the County's compliance with eligibility determination procedures, we will disclose those matters in our report. Such disclosures, if any, may not necessarily include all matters that might have come to our attention had we performed additional procedures or an examination or review.

You are responsible for County's compliance with eligibility determination procedures and that it is in accordance with the steps identified in appendix A; and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about County's compliance with eligibility determination procedures. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request

for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for County's compliance with eligibility determination procedures in accordance with the eligibility procedures identified through the Uniform Guidance, the 2018 State of North Carolina Single Audit Compliance Supplement, and as listed in Appendix A.

Joel Black is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We estimate that our fees for these services will range from \$12,000 to \$15,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of procedures.

Very truly yours,
Mauldin & Jenkins, LLC



Joel M. Black

RESPONSE:

This letter correctly sets forth the understanding of Washington County, North Carolina.

By: _____

Title: _____

Date: _____

In order to test the County's compliance with the eligibility determination procedures for the intake of Medicaid recipients (from Appendix B) within Washington County, North Carolina, we will:

1. Obtain from the North Carolina Office of the State Auditor an interim and final sample of Medicaid beneficiaries, residing within Washington County, who received benefit payments during the fiscal year ended June 30, 2018.
2. Obtain from the North Carolina Office of the State Auditor an interim and final replacement sample of Medicaid beneficiaries, residing within Washington County, who received benefit payments during the fiscal year ended June 30, 2018.
3. If any of the selected samples are determined eligible through the Modified Adjusted Gross Income or MAGI method, we will replace the MAGI determined individuals with the first available recipient from the replacement sample obtained in step 2.
4. Verify the recipients detailed in step 1 plus any replacement recipients from step 3 (the "recipients") date of birth in NC FAST matches the required electronic or manual documentation.
5. Verify that the appropriate documentation exists in the case file for the determination of citizenship / identity for the recipients.
 - a. If appropriate documentation does not exist in the case file, we will review documentation if payments made to the applicant were during the Reasonable Opportunity Period.
 - b. If appropriate documentation does not exist in the case file, we will review documentation that the case was terminated by the "termination date" reference in the notice sent to the applicant.
6. For each of the recipients, verify that there are two sources of acceptable verification or completed declaration (DMA-5153) in the applicant's case file to verify state residence.
7. For each of the recipients, verify that the household and relationship information on the image documents were correctly entered in to NC FAST.
8. For each of the recipients, review documentation / notes in case file to determine if applicant / beneficiary pays fair share of household expenses.
9. For each of the recipients, ensure that living arrangement amounts shown on documentation were correctly entered in NCFAST.
10. For each of the recipients, verify that the participant has a social security number ("SSN") in the case file.
 - a. If no social security number is included in the case file and the SSN was being applied for, we will review documentation that any payments made to the applicant to were in the application period.
 - b. If no social security number is included in the case file, we will review documentation that the case was terminated by the "termination date" in a timely notice and that no payments were made for the applicant after that date.
11. For each of the recipients, verify the SSN in NC FAST matches the documentation provided in the application.
12. If pregnancy is noted for any recipient, verify the pregnancy evidence and due date as documented in NC FAST.
13. If disability is noted for any recipient, verify continued SSI eligibility either through reports generated from OVS or OLV, direct verification from OVS or OLV, or written documentation in the case file from the Social Security Administration.
 - a. If SSI was terminated during the year, verify that documentation was included to denote that the County determined in-going eligibility for other Medicaid programs.
 - b. If a disabled individual does not receive SSI, verify that the case file include verification that the individual is receiving social security benefits or, if the applicant has not been approved for social security disability, verify that the case file contains information from Disability Determination Services (DDS) showing that DDS determined the individual is disabled or a State Hearing Decision affirming disability.
14. If recipient is blind, verify the case file contains SOLQ OVS/OLV, an approved DSB-2202, Report of Eye Examination, or individual is shown on North Carolina Register for the Blind.

15. If Medicare is noted for any recipient, verify the case file contains evidence by Medicare showing on SOLQ OVS, Brendex OVS report or a copy of the Medicare card.
16. If non-custodial parent is noted for any recipient, verify case file contains information on the non-custodial parent.
 - a. If no information is included in the case file, verify that any Medicaid payments were made prior to the termination date shown on the notice and that the case was terminated as of the date shown on the notice to the applicant.
17. For testing of Liquid Assets of each recipient, verify that the AVS inquiry was completed for individuals receiving benefits under MAA, MAB, MAD or MQB.
 - a. Review the SOLQ OVS/OLV to look for any indication of additional assets not reported.
 - b. Determine that there is justification in the caseworker's notes that satisfies auditor judgement when a bank account or Direct Express card is indicated but assets were not included.
 - c. Ensure that all information in NC FAST agrees with all documented verifications in case file.
18. For testing of vehicles and other personal property of each recipient, we will verify that DMV OVS/OLV was completed and documented in case file.
 - a. Verify that the information from DMV OVS/OLV has been entered correctly in NC FAST.
19. For testing of real property of each recipient, verify that the Register of Deeds was checked and documented in case file.
 - a. Verify that information obtained from the Register was entered correctly into NC FAST.
20. For testing of total resources of each recipient, verify that the total amount for all countable resources was computed accurately in NC FAST.
21. For testing of deductibles of each recipient, verify that documentation exists in the file/ NC FAST that medical expense were verified by the caseworker or notes indicate that the caseworker verified medical bills were incurred for an allowable service. (MA-2360 in the Adult Medicaid Manual and MA-3315 in the Families and Children's Medicaid manual will be used to determine allowable medical expenses to meet a deductible.)
 - a. Verify that information was entered correctly in NC FAST.
22. For each recipient, verify that self-employment income information was determined using income conversion and computations in accordance with policy manuals.
 - a. Verify that information was entered correctly in NC FAST.
23. For other earned income of each recipient, verify that the OVS/OLV was completed and included in the case file.
 - a. Verify that the caseworker compared applicant's self-attestation of wages to the electronic verification of wages.
 - b. Verify that the caseworker prepared and sent DMA-5097 in the case of incompatible income verification and self-attestation as described above.
 - c. Verify that case was terminated by date of termination cited in notice if applicant did not respond to DMA-5097.
 - d. Verify that the appropriate eligibility determination was assessed by the caseworker.
 - e. Ensure that all information in NC FAST agrees with all documented verifications in case file.
24. For unearned income of each recipient, verify that electronic matches were completed and documented in the case file.
 - a. Ensure that all information in NC FAST agrees with all documented verifications.
25. For Total Countable Income of each recipient, verify that the total amount for all countable income was completed accurately in NC FAST.
 - a. Verify that the Total Countable Income, after deductions, was within eligible income levels.

26. When Forced Eligibility is noted for a recipient, review notes in NC FAST/case file and verify that an explanation exists as to why forced eligibility was is used.

- a. Verify that the use of the forced eligibility was approved by a supervisor.
- b. Verify that the reason for the forced eligibility follows the allowable reasons listed above and in the Job Aid in NCFAST HELP.
- c. Verify that the Help Desk Remedy Ticket is documented in the casefile and the Ticket is valid.
- d. Review the file or NCFAST and determine that all requirements to determine eligibility were followed and the eligibility determination was accurate.

From: James Burke <James.Burke@nctreasurer.com>

Date: March 9, 2018 at 6:35:45 PM EST

Cc: "Alex_McLarnon@ncauditor.net" <Alex_McLarnon@ncauditor.net>, "Donna_allen@ncauditor.net" <Donna_allen@ncauditor.net>, "Katie_Gleason@ncauditor.net" <Katie_Gleason@ncauditor.net>, "sara_domby@ncauditor.net" <sara_domby@ncauditor.net>, "A.J.Flucker@dhhs.nc.gov" <A.J.Flucker@dhhs.nc.gov>, "betty.j.beasley@dhhs.nc.gov" <betty.j.beasley@dhhs.nc.gov>, "Allnutt, Lisa T" <lisa.allnutt@dhhs.nc.gov>, Sharon Edmundson <Sharon.Edmundson@nctreasurer.com>

Subject: DHHS program w split eligibility and paid by State

Good afternoon

As you know, the Office of the State Auditor (OSA) has determined that programs with split eligibility determination (where eligibility is determined at the County, but the benefit payments go to the beneficiary or providers directly from the State) will no longer be reported on the Schedule of Expenditures of Federal and State Awards (SEFSA) in the County's Audit. This is for both Federal and State Programs. This is effective for the fiscal year ending June 30, 2018.

We have been asked to provide a list of programs that have been affected by this change that the Counties' Finance Officers and their Local Independent Auditors can plan for the audit. Attached is a list of these programs. We have compiled this list in conjunction with NC DHHS's staff. This list is not all inclusive and is subject to change, but we have attempted to identify these programs based on the programs listed on DHHS's Audit Confirmation Reports. Our understanding is that this will only affect DHHS programs.

Hopefully DHHS will be able to make changes to their Audit Confirmation Reports, such as the WC302, and will no longer include split eligibility programs. DHHS's antiquated systems may preclude this from happening so a reconciliation may be necessary. Also, because several Counties implemented NCFAST during the current fiscal year for the Subsidized Child Care program, there may be some reporting of benefit payments for as many as four months, depending on when NC FAST was implemented. A list of these Counties and the month they transitioned into NCFAST is attached. Our understanding, part of the year will be included on the DCDEE LISTPAY (CASH and ACCRUAL) confirmation report. The remaining will be on a NCFAST report.

As a reminder, local auditors will be testing eligibility for some of these programs, as they have done in the past, but this will be reported as agreed-upon procedures provided by OSA, and will be separate from the County audit. For questions concerning the changes in reporting the benefit payments on the SEFSA, please refer to the attached OSA memo and September 19, 2017 e-mail to County Finance Officers and Auditors from me, or contact our office.

This e-mail is going to all the County Finance Officers and the Local Auditor contacts that we have on record for the 2017 County Audits.

Thank,

Jim Burke

James L. Burke
Asst. Director, Fiscal Management Section
State and Local Government
Finance Division
Office: (919) 814-4301

STATE OF NORTH CAROLINA
Office of the State Auditor



Beth A. Wood, CPA
State Auditor

2 S. Salisbury Street
20601 Mall Service Center
Raleigh, NC 27699-0600
Telephone: (919) 807-7500
Fax: (919) 807-7647
<http://www.ncauditor.net>

Based on research, it was determined that the direct benefit payments (i.e. payments for programs in which the County Department of Social Services (DSS) determines eligibility and the benefits are paid directly by the state to the participant) should only be reflected on the State's Schedule of Expenditures of Federal Awards (SEFA). Therefore, these direct benefit payments will NOT be shown on the County's Schedule of Expenditures of Federal and State Awards (SEFSA). County auditors should consider the following changes and how they could impact your single audit testing for the fiscal year 2018 (FY2018).

- Direct benefit payments paid by the State to or on behalf of participants that were shown at both the county level and State level will now be shown only at the State level. Programs that will be impacted by this change are as follows:
 - Medical Assistance (Medicaid)
 - Children's Health Insurance Program (CHIP)
 - Temporary Assistance for Needy Families (TANF)
 - Women, Infants, and Children (WIC)
 - Adoption Assistance (Title IV-E)
- County auditors will still perform specific eligibility testing to support the State's audit opinion as it relates to Eligibility for the above programs in the Single Audit. County auditors will submit an Agreed-Upon-Procedures (AUP) Report on compliance related to the respective program eligibility function only. (If the program is selected as a major program based on the assessment for that county, then county auditors will follow the appropriate standards.) County auditors will perform these procedures in accordance with the applicable Attestation Standards established by the American Institute of Certified Public Accountants. The results from this report will be used as substantive evidence to support the State's audit opinion. Detailed information related to this report and instructions will be forthcoming from the NC Office of the State Auditor.
- OSA will select the eligibility sample required to be tested and communicate these via the LGC to the County auditors. The sample will be pulled by the individual claim so that only the certification period for the selected claim will need to be tested.

- County auditors will be required to submit the AUP report through the LGC portal. The AUP Report should be named "Unit name-201x-Compliance AUP Attestation". This report should be submitted once all the AUP work has been completed regardless if the overall audit has not been completed. This AUP report will be included as part of the overall report submission to the LGC. The AUP report will be subject to review and approval prior to the final amount of the contract being approved to be paid.
- One way that County auditors can determine the potential impact of this change for FY2018 would be to remove direct benefit payments from these programs on the FY2017 SEFSA and reassess what programs would be considered a major program.

Commissioner Sexton made a motion to approve BA#2019-20 Medicaid Audit Engagement, to authorize staff to execute engagement letter changes, and to authorize the Chair to amend the contract with the auditors to incorporate those changes. Commissioner Riddick seconded, motion carried unanimously.

Mr. Potter spoke to the Board regarding BA #2019-21 Change Order on Bridge Replacement Project (below). Mr. Potter said this could be an unfunded mandate as well. The County may not get reimbursed for the previous budget amount. We are still within the project amount.

Washington County
BUDGET AMENDMENT

To: Board of Commissioners

BA #: 2019 - 021

From: Curtis Potter, County Manager
Missy Dixon, Finance Officer

Date: October 1, 2018

RE: Water

Please authorize the finance officer to make the following budgetary adjustments:

Account Code	Description	Old	+	or (-)	New
35-3810-000	DOT Utility Relocation Reimbursements	(352,169.00)		(14,790.00)	(366,959.00)
35-7130-380	DOT Utility Relocation Fees (100% Reim)	352,169.00		14,790.00	366,959.00
Water					
Balanced:		-	-	-	-

Justification:

To budget additional monies for DOT Relocation for Crossroads per change order requested by Rivers & Associates.

Approval Date: _____

Bd. Clerk's Init: _____

Initials:

Batch #:

Date:

Missy Dixon

From: Curtis Potter
Sent: Monday, October 01, 2018 4:49 PM
To: Missy Dixon
Subject: FW: Washington County - Cross Road Pipeline Relocation
Attachments: Cross Road CO #1.pdf

Please see attached for BA for increase to 35-7130-380

Respectfully Yours,

Curtis S. Potter

County Manager / County Attorney
Washington County
PO Box 1007 - Plymouth - NC - 27962
Phone: 252-793-5823 Email: cpotter@washconc.org

From: Fred Stowe [<mailto:fstowe@riversandassociates.com>]
Sent: Monday, October 01, 2018 2:59 PM
To: Curtis Potter
Cc: Doremus Luton; Freddie Bunn
Subject: Washington County - Cross Road Pipeline Relocation

Curtis,

A copy of Change Order No. 1 for the subject project is attached for your use. Please note that the Revised Construction Contract amount of \$111,050.00 is well under the URA approved amount of \$136,752.00 including contingency, and construction engineering is currently \$23,273.96 which is well under the URA approved amount of \$46,901.99.

I will deliver three (3) executed originals of the Change Order tonight.

Please do not hesitate to contact me if you have any questions.

Frederick L. Stowe, P. E.
Project Manager
Rivers & Associates Inc.
107 E 2nd St
Greenville NC 27858
P: 252-752-4135 x240



Change Order No. 1

Date of Issuance: October 1, 2018 Effective Date: October 1, 2018
 Owner: Washington County Owner's Contract No.:
 Contractor: Enviro-Tech Unlimited Construction Services, LLC Contractor's Project No.:
 Engineer: Rivers & Associates, Inc. Engineer's Project No.: 2017084
 Project: Cross Road Pipeline Relocation Contract Name: Cross Road Pipeline Reloc.

The Contract is modified as follows upon execution of this Change Order:
 Description: Adjust the quantities to agree with the quantities completed to date, and add the quantities associated with disinfecting the existing water main, transitions to tie into the existing HDPE waste discharge line, cost to locate the existing waste discharge line at the north end and capping abandoned 6" pipeline. Extend the Contract Times to November 4, 2018 to account for time associated with delay due to Hurricane Florence and additional work added by this change order.

Attachments: *[List documents supporting change]*

Attachment 1 – Change in Contract Price

Attachment 2 – Contractor's Change Order Price Proposal and Request for Contract Time Extension

Attachment 3 – DiP to HDPE Transition with Trust Collar Detail

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones (if applicable)]</i>
Original Contract Price: \$ <u>95,260.00</u>	Original Contract Times: Substantial Completion: <u>September 21, 2018</u> Ready for Final Payment: <u>September 21, 2018</u> <i>days or dates</i>
<i>[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> :</i> \$ <u>0.00</u>	<i>[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> :</i> Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> <i>days</i>
Contract Price prior to this Change Order: \$ <u>96,260.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 21, 2018</u> Ready for Final Payment: <u>September 21, 2018</u> <i>days or dates</i>
<i>[Increase] [Decrease] of this Change Order:</i> \$ <u>14,790.00</u>	<i>[Increase] [Decrease] of this Change Order:</i> Substantial Completion: <u>44</u> Ready for Final Payment: <u>44</u> <i>days or dates</i>
Contract Price incorporating this Change Order: \$ <u>111,050.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 4, 2018</u> Ready for Final Payment: <u>November 4, 2018</u> <i>days or dates</i>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: <u>10/1/18</u>	Date: _____	Date: _____
Approved by Funding Agency (if applicable)		
By: <u>N/A</u>	Date: _____	
Title: _____		

WASHINGTON COUNTY
CROSS ROAD PIPELINE RELOCATION

CHANGE ORDER NO. 1

ATTACHMENT 1 - CHANGE IN CONTRACT PRICE

ORIGINAL CONTRACT AMOUNT					CHANGE ORDER NO. 1				
ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	COST	INCREASE / DECREASE	QTY.	COST	REMOVED CONTRACT AMOUNTS
1.	668	LF	6" Flexible C900 PVC Pipeline (Dir. Bore)	\$ 73.00	\$ 48,204.00	-	668	\$0.00	\$48,204.00
2.	230	LF	6" R/DIP Pipeline	\$ 61.00	\$ 14,030.00	160	230	\$5,780.00	\$23,780.00
3.	2	EA	6" Gate Valve & Box	\$ 1,430.00	\$ 2,860.00	-	2	\$0.00	\$2,860.00
4.	2	EA	2" Temporary Blow-Off	\$ 1,450.00	\$ 2,900.00	-	2	\$0.00	\$2,900.00
5.	4	EA	1" Manual Air Release Valve	\$ 1,150.00	\$ 4,600.00	(1)	1	\$3,450.00	\$1,150.00
6.	1	EA	Tie into Existing 6" Pipeline	\$ 1,800.00	\$ 7,200.00	-	4	\$0.00	\$7,200.00
7.	250	LB	Misc. Ductile Iron Fittings	\$ 9.50	\$ 2,375.00	(87)	-	\$2,275.00	\$0.00
8.	330	LF	Grout and Abandon Exist. 6" Pipeline	\$ 9.50	\$ 3,135.00	(135)	-	\$5,265.00	\$0.00
9.	4	EA	Pipeline Crossing Sign	\$ 660.00	\$ 2,640.00	-	4	\$0.00	\$2,640.00
10.	20	CY	Salvage Backfill	\$ 40.00	\$ 800.00	(20)	-	\$800.00	\$0.00
11.	20	TN	Sanitization Stone	\$ 50.00	\$ 1,000.00	(20)	-	\$1,000.00	\$0.00
12.	4	BA	Straw Wattle Check Dam	\$ 100.00	\$ 400.00	(5)	-	\$400.00	\$0.00
13.	100	SY	Matting for Erosion Control	\$ 4.00	\$ 400.00	-	100	\$0.00	\$400.00
14.	280	LF	SR Perce	\$ 5.00	\$ 1,400.00	455	738	\$3,280.00	\$3,880.00
15.	1	LS	Testing Allowance	\$ 1,000.00	\$ 1,000.00	(1)	-	\$1,000.00	\$0.00
16.		EA	Disinfect Existing Water Main	\$ 175.00	\$	2	2	\$1,750.00	\$1,950.00
17.		EA	2" Permanent Blow-Off	\$ 2,000.00	\$	1	1	\$2,000.00	\$2,000.00
18.		EA	DIP to HDPE Transition with Three Cuts	\$ 3,185.00	\$	2	2	\$1,970.00	\$1,700.00
19.		EA	Locate Existing Waste Main	\$ 1,350.00	\$	1	1	\$1,350.00	\$1,350.00
20.		EA	6" Abandoned Pipe	\$ 225.00	\$	4	4	\$1,200.00	\$1,300.00
					\$ 98,260.00			\$14,750.00	\$111,060.00

ORIGINAL CONTRACT PRICE
INCREASE / (DECREASE) OF CHANGE ORDER NO. 1
CONTRACT PRICE INCORPORATING CHANGE ORDER NO. 1

\$98,260.00
\$14,750.00
\$111,060.00

NEW LINE ITEM NOT IN ORIGINAL CONTRACT WITH RECORDED UNIT PRICE CHANGE ORDER NO. 1

**WASHINGTON COUNTY
CROSS ROAD PIPELINE RELOCATION**

CHANGE ORDER NO. 1

ATTACHMENT 2 - Contractor's Change Order Price Proposal and Request for Contract Time Extension



Enviro-Tech

Enviro-Tech Unlimited Construction Services, LLC
PO Box 88, Hixson, NC 27941

Telephone (252) 481-5777
FAX (252) 481-5777

Cross Road Pipeline Change Order #1

Change Order Proposal Description:

2 Each Disinfect Existing Water Main @ \$ 975 per Each: Includes setting up, flushing, chlorinating and two (2) bacteriological samples. This differs a little from our discussion, but I think this will be simpler. Hopefully, it won't take more than two attempts, but I think paying for this per each easily accounts for additional tries if necessary.

1 Each 2" Permanent Blow-Off @ \$2,000.00 per Each: Includes the 2" blow-off required to flush the existing water main left in place and covered with a meter box based on your previous quote.

2 Each DIP to HDPE Transition with Thrust Collar @ \$ 5985.00 per Each: Includes the HDPE butt fused restraining fitting, one joint of DIP with thrust collar and Mi fitting at each file into existing HDPE.

1 Each Locate Existing Waste Discharge Line @ \$1,350.00 per each: This accounts for one (1) day of labor and equipment to locate the existing waste discharge line based on your previous quote.

4 Each Cap Abandoned 6" Pipeline @ \$ 325.00 per each: This accounts for capping the abandoned pipelines since grouting will be omitted due to apparent damage to existing pipe and concern that grout may spill into the creek.

Additional Days Requested Summary:

Description	Additional Contract Days
Hurricane Florence (Impacts due to floods, and hurricane warnings in the area)	7 Days
Locate Waste Discharge Line	1 Days
HDPE to DIP Transition (Lead Time for Fabrication and Delivery)	14 Days
Install additional 160' Ductile Iron Pipe to include installation, pressure testing, seeding, silt fence, erosion control.	5 Days
Install 2" Permanent Blow-off	2 Days
Disinfect Existing Watermain (Taps, blowing off, chlorination, hold time, and laboratory testing)	5 Days
Delay time due to unknowns such as location of existing discharge line, chlorination of existing watermain, connection to existing HDPE line. (September 11- September 28)	10 Days (17 Days minus the 7 days impacted from hurricane Florence)

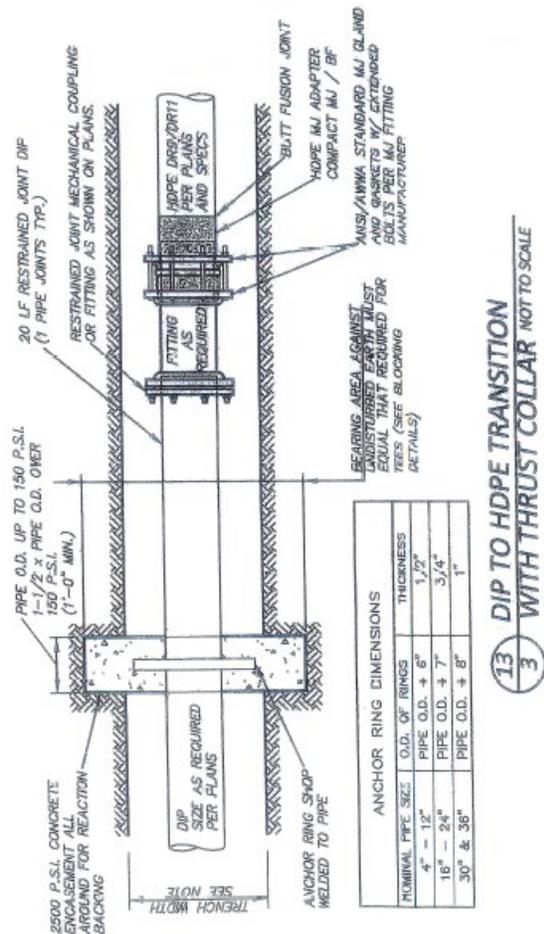
Substantial and Final Completion Date: November 4, 2018

Nick Brown
Enviro-Tech Unlimited Construction Services, LLC
10/1/2018

**WASHINGTON COUNTY
CROSS ROAD PIPELINE RELOCATION**

CHANGE ORDER NO. 1

ATTACHMENT 3 - DIP to HDPE Transition with Trust Collar Detail



Commissioner Sexton made a motion to approve BA#2019-21 Change Order on Bridge Replacement Project as presented above. Commissioner Walker seconded.

Discussion ensued. Commissioner Phelps asked the reason for these costs. Mr. Potter said DOT fired engineers and passed the cost on to the County. The costs have exceeded the increase. Mr. Luton, Public Utilities Director told the Board that the type of pipe they are using is a continuous pipe and DOT didn't plan for that. Commissioner Phelps asked how the County will know where these new pipes will be. Will they be put in Mr. White's GIS system? Mr. Luton said the County will be provided with detailed blueprints. Mr. Potter said that this may not be one of the things that GIS tracks. **Motion carried unanimously.**

OTHER ITEMS BY CHAIRPERSON, COMMISSIONERS, COUNTY MANAGER,
ASSISTANT COUNTY MANAGER/ATTORNEY OR CLERK:

Chair Johnson said some of the meetings she was scheduled to go to were cancelled due to the hurricane.

Commissioner Phelps said early voting begins in 16 days. Election Day is November 6. Please be educated when you vote.

Chair Johnson mentioned that tomorrow night is the grand opening of D. Cole Phelps' campaign headquarters on Hwy 64.

Mr. Potter congratulated Ms. Keyes and her EOC team for all they did in prepping for the hurricane and during it.

Mr. Potter stated that the County was awarded a grant from the FAA in the amount of \$7,000,000 for the taxiway project at the Plymouth Municipal Airport. Mr. Potter, Chair Johnson and Mr. Brabble, Airport Director traveled to Washington, DC for the award last week.

Commissioner Riddick said she appreciated her experience working in Washington County's shelter during Hurricane Florence. She said someone was playing a guitar while there and she was able to cook and serve the people.

At 6:59 PM, with no further business to discuss, **Commissioner Riddick made a motion to adjourn. Commissioner Phelps seconded, motion carried unanimously.**

Tracey A. Johnson
Chair

Julie J. Bennett, CMC, NCCCC
Clerk to the Board