

November 5, 2018

The Washington County Board of Commissioners met in a regular session on Monday, November 5, 2018 at 4:30 PM at the Cooperative Extension Conference Room located at 128 E. Water Street, Plymouth, NC. Commissioners Johnson, Phelps, Riddick, Sexton and Walker were present. Also present were County Manager/Attorney Curtis Potter, Clerk to the Board Julie J. Bennett and Finance Officer Missy Dixon.

At 4:30 PM, the Board attended a "Report to the People" presentation by Cooperative Extension in the Cooperative Extension Conference Room followed by dinner.

Chair Johnson called the Commissioner's meeting to order at 6:00 PM. Commissioner Sexton gave the invocation. Mr. Curtis Potter, County Manager, led the pledge of allegiance.

ADDITIONS/DELETIONS: Additions / Deletions:

Addition: 10 a) Utility Relocation Agreements: Cherry Bridge, Mr. Curtis Potter

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

Agenda:

- a) Approval of Minutes
- b) Tax Refunds & Releases and Insolvent Accounts
- c) Veterans Day 2018 Resolution
- d) Riverlight Transit Drug and Alcohol Abuse Programs
- e) Voting Delegate for 2019 Legislative Goals Conference
- f) Surplus Declaration

Commissioner Phelps seconded, motion carried unanimously.

PUBLIC FORUM: None.

PUBLIC HEARING: FY2020 COMMUNITY TRANSPORTATION PROGRAM

APPLICATION: Commissioner Phelps made a motion to open the Public Hearing on the FY2020 Community Transportation Program Application. Commissioner Riddick seconded, motion carried unanimously. Ms. Zina Rhodes, DSS Transportation Supervisor spoke to the Commissioners about the information they received in their Board package.

Commissioner Walker asked why a CDL isn't required for the operators of these vehicles. Ms. Rhodes said a CDL is required for vehicles that hold 16 passengers and these vehicles hold 12 passengers. Mr. Lloyd Jones, citizen from Roper, asked why vehicles are being replaced. Ms. Rhodes said they are required to replace them at a certain mileage so they safely carry passengers. Commissioner Sexton asked why the Sheriff's Department isn't involved with transportation that involve child abuse cases. Ms. Rhodes explained that DSS uses DSS transportation vehicles to get the child to another relative (out of the county/state if necessary) to a safer place and alleviate the crisis.

Commissioner Phelps made a motion to close the Public Hearing. Commissioner Riddick seconded, motion carried unanimously.

**Commissioner Walker made a motion to approve the FY2020 Community Transportation Program Application. Commissioner Riddick seconded, motion carried unanimously.**

Ms. Rhodes stated that she needs a motion to change the authorized official on the FY2020 Community Transportation Program documents from the Board Chair to the County Manager. Commissioner Sexton said that he was not sure he would go along with that. Mr. Potter explained that to save time when changes need to be made, they would be made more efficiently if the County Manager could sign the documents. Mr. Potter went on to say that it is difficult to keep the Board Chair's name current in the NCDOT system, therefore many documents arrive for signature from a previous Chair and not the current one. By having the County Manager be the authorized official on these documents, signatures can be obtained in a more efficient manner without having to continually return documents to NCDOT for revision of the Board Chair. These documents will still come before the Board for the initial approval.

**Commissioner Phelps made a motion to approve changing the authorized official on the FY2020 Community Transportation Program documents from the Board Chair to the County Manager. Commissioner Riddick seconded, motion carried unanimously.**

**PUBLIC HEARING: NAMING OF A PRIVATE ROAD: Commissioner Phelps made a motion to open the Public Hearing on the Naming of a Private Road. Commissioner Riddick seconded, motion carried unanimously.** Mr. Harry White, GIS Director, spoke to the Commissioners. Mr. Wade Wright called to get his address put in the system so he can get his mail from Tyrrell County but the naming of the road comes from Washington County. Mr. Lloyd Jones, citizen, asked why Tyrrell County is mentioned in our meeting. Mr. White explained it is because the road runs through Washington County and Tyrrell County.

**Commissioner Riddick made a motion to close the Public Hearing. Commissioner Phelps seconded, motion carried unanimously.**

**Commissioner Riddick made a motion to approve the naming of a private road—Magnolia Cross Road Extension in Creswell (Lake Phelps). Commissioner Phelps seconded, motion carried unanimously.**

**PUBLIC HEARING: USDA FUNDING FOR AMBULANCES: Commissioner Sexton made a motion to open the Public Hearing on the USDA Funding for Ambulances. Commissioner Phelps seconded, motion carried unanimously.** Mr. Curtis Potter spoke to the Commissioners regarding the information below.

# 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.



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ADMINISTRATION STAFF:

CURTIS S. POTTER  
COUNTY MANAGER/ COUNTY ATTORNEY  
cpotter@washconc.org

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

### AGENDA ITEM MEMO

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**MEETING DATE:** November 5<sup>th</sup>, 2018 **ITEM: 5**

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**SUBJECT:** USDA Financing of EMS Vehicles/Equipment

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**DEPARTMENT:** EMS

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**FROM:** Curtis S. Potter, County Manager/County Attorney (CM/CA)

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**ATTACHMENTS:**

- A- Community Facilities Direct Loan & Grant Info Document (2 pgs)
- B- Preliminary USDA Application (7pgs)

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**PURPOSE:** To conduct a public hearing regarding the intent of Washington County to apply for funding through the USDA Community Facilities Direct Loan & Grant Financing Program to be used in connection with funding the replacement of EMS vehicles/equipment.

**BACKGROUND:** The majority of the Washington-Tyrrell County EMS vehicle fleet is in need of substantial repairs or replacement, and most of the current ambulances have already reached or are about to reach the end of their practically projected useful lifespans. Beginning with the FY19 Budget process this past spring, Management has worked closely with EMS leadership to review financing options available for addressing this situation by replacing much of the currently aging EMS vehicle fleet.

After consulting with the North Carolina Director for USDA Rural Development and the Tyrrell County Manager, applying for a USDA Community Facilities Direct Loan & Grant to accomplish this goal was tentatively selected as the ideal financing solution due to our meeting this programs criteria in such a way that presents a strong likelihood of receiving supplemental grant funding in addition to the loan funds to be borrowed through this program reducing the overall projected net costs of obtaining the needed vehicles/equipment.

Management submitted the attached preliminary application to initiate the application process for this USDA program. That process is fairly extensive, and includes a substantial amount of supplemental documentation, and that certain procedural requirements be followed. These requirements were what led staff to request and receive the Board's approval at its last meeting on 10/1/18 of a written contract for legal services with its County Attorney to conduct the loan closing in accordance with applicable requirements.

Those requirements include that a public hearing must be conducted to obtain public input on the potential decision of Washington County to submit a final application for the purposes described within the notice of the hearing and further described within this Memo.

The following public notice for such hearing was published in the manner required:

**WASHINGTON COUNTY  
PUBLIC HEARING NOTICE**

*A public hearing regarding Washington County, a North Carolina Public Body, is hereby called to be held on the 5<sup>th</sup> day of November, 2018 at 6:00p.m. at the regularly scheduled Board of County Commissioners meeting located at the Cooperative Extension Offices at 128 East Water Street, Plymouth, NC 27962. The purpose of the hearing is to hear public comments regarding the County's proposal to obtain loan and grant assistance from USDA, Rural Development for the purpose of ambulances and equipment.*

**FINANCIAL IMPACT:** Management anticipates receiving up to a maximum of \$50,000 in supplemental grant funds, to be used together with the loan proceeds from this program to purchase needed EMS vehicles/equipment.

Management, EMS leadership, and Tyrrell County have not determined the final number/types of vehicles to be potentially financed through the USDA program at this time. Washington County originally anticipated in its budget borrowing \$258,000 to finance the purchase of 2 ambulances, 1 QRV, and replace its outdated and worn radios.

After adjusting for interest rate variation with other available financing options, management estimates that if it funds are borrowed to finance the originally intended equipment, a net benefit of approximately \$35,000 over the life of the loan would result. Financing an additional ambulance is also currently being evaluated based on continuing issues with the existing fleet vehicles and discussions with Tyrrell County.

Management will continue to evaluate the overall cost/benefit of pursuing this USDA loan compared to other alternative financing options available up until the time of closing once a final loan is approved, and will only close if doing so is determined to provide a net positive benefit for the county compared with any other available financing options.

**RECOMMENDATION(S):**

1. Conduct the Public Hearing for the purpose stated within the notice above.
2. Authorize the County Manager to proceed with the preparation and submission of a final application and supporting documents to finance the purchase of EMS vehicles/equipment in the quantity and type determined necessary and desirable by the County Manager, with input from EMS leadership and Tyrrell County. (Board approval will still be required prior to closing any USDA loan approved under this program)



## Community Facilities Direct Loan & Grant

### What does this program do?

This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings.

### Who may apply for this program?

#### Eligible borrowers include:

- Public bodies
- Community-based nonprofit corporations
- Federally recognized Tribes

### What is an eligible area?

Rural areas including cities, villages, townships and towns including Federally Recognized Tribal Lands with no more than 20,000 residents according to the latest U.S. Census Data are eligible for this program.

### How may funds be used?

Funds can be used to purchase, construct, and/or improve essential community facilities, purchase equipment and pay related project expenses.

Examples of essential community facilities include:

- Healthcare facilities such as hospitals, medical clinics, dental clinics, nursing homes or assisted living facilities
- Public facilities such as town halls, courthouses, airport hangars or street improvements
- Community support services such as child care centers, community centers, fairgrounds or transitional housing
- Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles or equipment
- Educational services such as museums, libraries or private schools
- Utility services such as telemedicine or distance learning equipment
- Local food systems such as community gardens, food pantries, community kitchens, food banks, food hubs or greenhouses

For a complete list see Code of Federal Regulations 7 CFR, Part 1942.17(d) for loans; 7 CFR, Part 3570.62 for grants.

### What kinds of funding are available?

- Low interest direct loans
- Grants
- A combination of the two above, as well as our **loan guarantee program**. These may be combined with commercial financing to finance one project if all eligibility and feasibility requirements are met.

### What are the funding priorities?

Priority point system based on population, median household income

- Small communities with a population of 5,500 or less
- Low-income communities having a median household income below 80% of the state nonmetropolitan median household income.

### What are the terms?

Funding is provided through a competitive process.

#### Direct Loan:

- Loan repayment terms may not be longer than the useful life of the facility, state statutes, the applicant's authority, or a maximum of 40 years, whichever is less.
- Interest rates are set by Rural Development, contact us for details and current rates.
- Once the loan is approved, the interest rate is fixed for the entire term of the loan, and is determined by the median household income of the service area.
- There are no pre-payment penalties.
- Contact us for details and current interest rates applicable for your project.



## Community Facilities Direct Loan & Grant

### What are the terms? (continued)

#### Grant Approval:

Grant funds must be available. Applicant must be eligible for grant assistance, which is provided on a graduated scale with smaller communities with the lowest median household income being eligible for projects with a higher proportion of grant funds. Grant assistance is limited to the following percentages of eligible project costs:

Maximum of 75 percent when the proposed project is:

- Located in a rural community having a population of 5,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 60 percent of the State nonmetropolitan median household income.

Maximum of 55 percent when the proposed project is:

- Located in a rural community having a population of 12,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 70 percent of the State nonmetropolitan median household income.

Maximum of 35 percent when the proposed project is:

- Located in a rural community having a population of 20,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 80 percent of the State nonmetropolitan median household income.

Maximum of 15 percent when the proposed project is:

- Located in a rural community having a population of 20,000 or fewer; and
- The median household income of the proposed service area is below the higher of the poverty line or 90 percent of the State nonmetropolitan median household income. The proposed project must meet both percentage criteria. Grants are further limited.

### Are there additional requirements?

- Applicants must have legal authority to borrow money, obtain security, repay loans, construct, operate, and maintain the proposed facilities
- Applicants must be unable to finance the project from their own resources and/or through commercial credit at reasonable rates and terms
- Facilities must serve rural area where they are/will be located
- Project must demonstrate substantial community support
- Environmental review must be completed/acceptable

### How do we get started?

Contact your local offices to discuss your specific project. Applications are accepted year round

### Who can answer questions?

Contact our local office that serves your area.

### What governs this program?

- Direct Loan: 7 CFR Part 1942, Subpart A
- Grant: 7 CFR Part 3570, Subpart A

NOTE: Because citations and other information may be subject to change please always consult the program instructions listed in the section above titled "What Law Governs this Program?" You may also contact your local office for assistance. You will find additional forms, resources, and program information at [www.rd.usda.gov](http://www.rd.usda.gov). USDA is an equal opportunity provider, employer, and lender.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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

Curtis S. Potter  
(name)

8/29/18  
(date)

Curtis Potter, Washington County Manager  
(title)

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	<b>United States Department of Agriculture</b>	<b>AD-1047</b>
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**Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. § 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 0.25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

*(Read Instructions On Page Two Before Completing Certification)*

- A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Washington County	PR/AWARD NUMBER OR PROJECT NAME ambulances & grc
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Curtis Potter, County Manager	
SIGNATURE(S) 	DATE 2/29/18

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.



Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		<b>* 2. Type of Application:</b> <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision
<b>* If Revision, select appropriate letter(s):</b> _____ <b>• Other (Specify):</b> _____		
<b>* 3. Date Received:</b> Completed by Grants.gov upon submission.	<b>4. Applicant Identifier:</b> _____	
<b>5a. Federal Entity Identifier:</b> _____	<b>* 5b. Federal Award Identifier:</b> _____	
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> _____	<b>7. State Application Identifier:</b> _____	
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> Washington County		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> *****0349		<b>* c. Organizational DUNS:</b> 029104395
<b>d. Address:</b>		
<b>* Street 1:</b>	P.O. Box 1007	
<b>Street 2:</b>	_____	
<b>* City:</b>	Plymouth	
<b>County/Parish:</b>	Washington	
<b>* State:</b>	North Carolina	
<b>Province:</b>	_____	
<b>* Country:</b>	USA: UNITED STATES	
<b>* Zip / Postal Code:</b>	27962	
<b>e. Organizational Unit:</b>		
<b>Department Name:</b>	_____	
<b>Division Name:</b>	_____	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b>	_____	<b>* First Name:</b> Curtis
<b>Middle Name:</b>	_____	
<b>* Last Name:</b>	Potter	
<b>Suffix:</b>	_____	
<b>Title:</b>	Mr.	
<b>Organizational Affiliation:</b> _____		
<b>* Telephone Number:</b>	252-793-5823	<b>Fax Number:</b> (252) 793-1183
<b>* Email:</b>	acoccaro@ashconc.org	

**Application for Federal Assistance SF-424**

**9. Type of Applicant 1 - Select Applicant Type:**

County

**Type of Applicant 2 - Select Applicant Type:**

**Type of Applicant 3 - Select Applicant Type:**

**\* Other (specify):**

**\* 10. Name of Federal Agency:**

**11. Catalog of Federal Domestic Assistance Number:**

10.766

**CFDA Title:**

Community Facilities Loans and Grants

**\* 12. Funding Opportunity Number:**

**\* Title:**

**13. Competition Identification Number:**

**Title:**

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Washington County NC

Add Attachments

Delete Attachments

View Attachments

**\* 15. Descriptive Title of Applicant's Project:**

Ambulances & QRV

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant	NC-01; 03
	* b. Program/Project
	NC-01; 03
Attach an additional list of Program/Project Congressional Districts if needed.	
	<input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>
17. Proposed Project:	
* a. Start Date:	10-01-2018
	* b. End Date:
	06-01-2019
18. Estimated Funding (\$):	
* a. Federal	
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	\$0.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a.	This application was made available to the State under the Executive Order 12372 Process for review on _____.
<input type="checkbox"/> b.	Program is subject to E.O. 12372 but has not been selected by the State for review.
<input checked="" type="checkbox"/> c.	Program is not covered by E.O. 12372.
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If "Yes, provide explanation and attach.	
	<input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1061)	
<input checked="" type="checkbox"/>	** I AGREE
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix:	* First Name: Curtis
Middle Name:	
* Last Name:	Potter
Suffix:	
* Title:	County Manager
* Telephone Number:	(252) 793-5823
Fax Number:	(252) 793-1183
* Email:	cpotter@washcond.org
* Signature of Authorized Representative:	<i>Curtis Potter</i> Completed by Grants program submission.
* Date Signed:	8/20/18 Completed by Grants program submission.

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a -1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	* TITLE Curtis Potter, County Manager
* APPLICANT ORGANIZATION Washington County	* DATE SUBMITTED 8/29/10

Standard Form 424B (Rev. 7-97) Back

**Commissioner Phelps made a motion to close the Public Hearing. Commissioner Sexton seconded, motion carried unanimously.**

**Commissioner Sexton made a motion to authorize the County Manager to proceed with the preparation and submission of a final application and supporting documents to finance the purchase of EMS vehicles/equipment in the quantity and type determined necessary and desirable by the County Manager, with input from EMS leadership and**

**Tyrrell County. Commissioner Phelps seconded, motion carried unanimously.**

WASHINGTON COUNTY CHILD FATALITY REPORT 2017: Mr. Wes Gray, MTW Health Department Director gave the following report.



**Martin-Tyrrell-Washington**  
**DISTRICT HEALTH**

Wes Gray, MPA, MPH, Health Director

252.793.3023 (p) • 252.791.3108 (f) • [mtwdistricthealth.org](http://mtwdistricthealth.org)



**Public Health**  
Prevent. Promote. Protect.

**Washington County Child Fatality Report 2017**  
**November 5<sup>th</sup> 2018**

**Background:** North Carolina has a three tier Child Fatality Prevention System of which the local child fatality prevention teams are one component. The three tiers of the system include the North Carolina Child Fatality Prevention Task Force which is a legislative study commission, the North Carolina Child Fatality Prevention Team (state team) which reviews child death through the Medical Examiner system, and the Community Child Protection Teams which review active cases of suspected abuse and neglect, and child deaths due to suspected abuse and neglect. The local child fatality prevention teams (CFPTs) were legislatively established in 1993 and there are teams in all 100 counties. It is the responsibility of the local health departments to assure that these teams are operational.

**Mission:** The mission of the local team is to review the deaths of children, ages 0 -17 years, that are not due to suspected abuse or neglect and about which no previous report of abuse or neglect has been made to the county department of social services within the past 12 months. The local CFPTs review those child deaths due to homicide, suicide, fires, illness, prematurity and perinatal cause, among others, to search for ways to prevent child deaths.

**Purpose:** The purpose of the local child fatality prevention teams are to: 1) identify the causes of child deaths; 2) identify gaps or deficiencies that may exist in order to improve the delivery of services to children and families; and 3) make recommendations for changes and carry out changes that could prevent future child fatalities (Division of Public Health Agreement Addendum).

The Washington County Child Fatality Prevention Team, a sub-committee of the Washington County Child Protection Team meets quarterly during the year. It is during these meetings that team members review child fatalities that occurred the previous year, determine if there were any system problems that caused or contributed to the fatality, make any recommendations or develop action plans to address the area of concern. These findings are reported to the Team Coordinator in the Children and Youth Branch within the North Carolina Division of Public Health.

The Washington County Child Fatality Prevention Team met four times during 2017: January 23<sup>rd</sup>, May 2<sup>nd</sup>, July 26<sup>th</sup> and October 31<sup>st</sup> of 2017. Three death cases were reviewed for 2016. Two cases were reviewed for 2015. No system problems were identified for these cases.

Martin County  
210 W. Liberty St.  
Williamston, NC 27892  
252.793.1618

Tyrrell County  
406 Bridge St.  
Columbia, NC 27925  
252.793.1750

Washington County  
188 Hwy. 46 North  
Plymouth, NC 27962  
252.793.3023

Team members have participated in community events throughout the county. We did an in house training on March 31<sup>st</sup> 2017 with Brenda Edwards who is the State Child Fatality Coordinator. She educated the team on the correct way to review a child fatality.

The Washington County Child Fatality Prevention Team will continue to review any child fatalities, identify risk areas and promote safety so as to reduce the number of fatalities in our community.

COMMUNITY CHILD PROTECTION TEAM ANNUAL REPORT: Ms. Luenetta Lewis, DSS, Children Services Supervisor III, gave the following report.

WASHINGTON COUNTY  
DEPARTMENT OF SOCIAL SERVICES

PO Box 10 ~ 209 E Main Street  
Plymouth, NC 27962  
Phone {252} 793-4041  
Fax {252} 793-3195

October 19, 2018

To: Washington County Board of County Commissioners

As required by North Carolina law, the attached report is submitted for the information of the Washington County Commissioners by the Community Child Protection Team. The purpose of CCPT is to identify and address gaps or deficiencies in services and resources for children and families, as well as build public awareness through multiple resources, including providing our findings and concerns for your information via this annual report.

We are proud of what the Washington County Community Child Protection Team has accomplished over the years and the leadership that the teams provide to their local communities and to the development of state policy.

If the Commissioners have questions concerning the operations of this team or issues related to Child Protection in our county, please let me know.

Respectfully submitted,

Luenetta Lewis,  
Chairman, CCPT

**WASHINGTON COUNTY  
COMMUNITY CHILD PROTECTION TEAM (CCPT)**

**ANNUAL REPORT TO THE BOARD OF COUNTY COMMISSIONERS  
Calendar Year 2017  
October 2018**

**History of CCPT**

The Community Child Protection Team (CCPT) was established by law (General Statute 7B-1406) in May of 1991 as a means for the state and local communities to form a partnership to strengthen child protection. This was a result of revenue shortfalls on both the state and local levels, making it difficult to fund the necessary number of social workers needed to investigate abuse/neglect reports and provide needed ongoing services for families. The CCPT is an interdisciplinary group of community representatives who meet regularly to promote a community-wide approach to the problem of child abuse and neglect. Although the activities are usually coordinated by the Department of Social Services, the CCPT is not a Department of Social Services (DSS) team, but a county team. The CCPT may not encompass a geographic nor governmental area larger than one county.

**Purpose of CCPT**

The Community Child Protection Team (CCPT) reviews are designed to assist DSS and families in protecting children by identifying barriers in services and collaborating on strategies to remedy the situation. The outcome of a CCPT review must result in identification of a gap in services, a need for additional services or resources needed in the community or a collaborative recommendation of action that may remove a risk situation for a child. Review of cases also generate a needs list. The cases reviewed may bring to the surface underlying problems that impact the entire community rather than focusing on the families in the DSS system. Some of these situations may be financial barriers, transportation needs, failed communication systems between resources, procedural barriers and or inadequate services.

Washington County opted to combine the CFPT with the existing CCPT, as did the majority of counties in North Carolina. We meet in conjunction with the Washington County Child Fatality Prevention Team (CFPT), which is a program administered through the Washington County Health Department. The combined CCPT/CFPT reviews child protective services cases presented by DSS or at the request of team members; and all child fatalities of county resident children under the age of 18 that occurred in the previous year. Through the review of records of agencies represented, the team identifies gaps in services and searches for ways to prevent future child abuse, neglect, and fatalities.

**Membership**

The CCPT shall consist of representatives of public and nonpublic agencies in the community that provide services to children and their families and other individuals who represent the diversity of the community. Membership is mandated by law and includes:



1. The county director of social services and a member of the director's staff;
2. A local law enforcement officer;
3. An attorney from the district attorney's office, appointed by the district attorney;
4. The executive director of a local community action agency, Department Health and Human Services, or the executive director's designee;
5. The superintendent of each local school administrative unit located in the county, or the superintendent's designee;
6. A member of the county board of social services, appointed by the chair of that board;
7. A local mental health professional, appointed by the director of the area;
8. The local guardian ad litem coordinator, or the coordinator's designee;
9. The director of the department of public health; and
10. A local health care provider, appointed by the local board of public health.

The board of county commissioners may appoint a maximum of five additional members to represent various county agencies or the community at large to serve on any local team. Team members appointed by the board of county commissioners should represent the diversity of the community. This is an opportunity for teams to involve all aspects of the community that impact children or have the potential to impact children.

#### **Selection of Cases for Review**

Categories of cases reviewed by the team are to be based on local need, but may include one or more of the following groups of children noted in the literature to be at higher risk of subsequent injury or death as a result of child abuse, neglect, or dependency:

- A. Substantiated cases of abuse, including sexual abuse.
- B. Reports of neglect of a child, especially when made by a medical provider, specifically reports of maltreatment involving dehydration, bruises, broken bones, positive tests for controlled substances, etc.
- C. Cases in which the department has "Substantiated" or found the family to be "In Need of Services".
- D. Families that have been reported several times over a short span of time and the reports were screened out or other cases at the request of a team member, including children receiving any child welfare services, cases known to team members where there are indications that child has been affected by a deficiency in a community system or resource.
- E. Child fatalities.

#### **Local CCPT's Operational Procedures**

Washington County CCPT meets on the fourth Tuesday of each quarter. During the period January 2017-December 2017, 8 cases were reviewed. These cases involved child abuse, neglect and dependency. Several cases involved past history with Child Protective Services. Many of the cases involved domestic violence, lack of appropriate parenting, sexual abuse of one or more

children, mental health issues of both the parents and the children, physical health issues of the children, and substance abuse issues by the parents. Many of the parents of these children were in foster care themselves. There are limited services, especially regarding mental health facilities, available to the families of Washington County which could help alleviate some of these issues. Most of the families reviewed had long histories with Child Protective Services. At least two of the cases reviewed in 2017, the children were taken into DSS custody.

#### **Attendance**

Participation attendance is one of the issues we have struggled with in Washington County. In 2017, in an effort to increase attendance, we changed our meetings from the afternoons to the mornings. Since changing the time we have seen a significant increase in attendance.

#### **Community Outreach Success**

Ongoing discussions during the CCPT meetings continue around the good work that each agency does for the families that we serve and the lack of resources in the area. Each agency discusses what improvements can be made to the services that are available and what new services could be brought to the table to help the community and the families and children that we serve.

The Community Child Protection Team in Washington County provides an excellent means to collaborate with other individuals and agencies to assess services available as well as the needs for additional resources to keep children safe and healthy in our community.

TEAM MEMBERS  
WASHINGTON COUNTY  
CCPT-CFPT MEMBERSHIP

DSS Director or member of staff	Luenetta Lewis, CPS Supervisor
Local law enforcement officer(s)	Det. Pryce G. Hohenstein Frank Mitchell Charles Arnold
Attorney from the DA's office	Seth Edwards, District Attorney
Exec. Dir. of local community action	Wendy Hedgebeth, EIC
County schools or designee	Dina Brown
Member of DSS Board	Phyllis Cahoon
Local GAL Coordinator	Ricki Tillett, District Supervisor
Local health care Provider	Latonya Jenkins, Director of Nursing
Director of Dept of Health	Wes Gray, Director
Emergency Medical services provider	Jennifer O'Neal, Interim EMS Director
District Court Judge	Regina Parker, Chief Judge
County Medical Examiner	Jennifer O'Neal, Medical Examiner/County Coroner
Representative of local day care Or headstart program	Kay Overton, Smart Start Director
Parents of a child who died before Reaching 18 <sup>th</sup> birthday	Jerry Rhodes
<u>Appointed by County Commissioners</u>	
Appointee 1	Zebedee Taylor, Executive Director, RDC
Appointee 2	Doretha Garrett, Domestic Violence
Appointee 3	Matthew Beard, Library Director
Appointee 4	Mark Wilmouth, Minister, Zion's Chapel
Appointee 5	Jean Warren, Deputy Clerk

GRAVE REMOVAL REQUEST AND POLICY: Mr. Potter spoke to the Board on this item.

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.



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

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

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

**AGENDA ITEM MEMO**

**MEETING DATE:** November 5<sup>th</sup>, 2018 **ITEM: 8**  
**SUBJECT:** Grave Removal Requests and Policy per NCGS § 65-106  
**DEPARTMENT:** Manager's Office & Health Department  
**FROM:** Curtis S. Potter, County Manager/County Attorney (CM/CA)

**ATTACHMENTS:**

- A- Resolution Establishing Grave Disinterment, Removal and Reinterment Policy & Appointing the Local Health Director to Supervise & Direct Related Activities (2 pgs)
- B- Washington County Grave Disinterment, Removal and Reinterment Policy For Abandoned Cemeteries (NCGS § 65-106) (2 pgs)
- C- Washington County Grave Removal Petition (2 pgs)
- D- NCGS § 65-106 (Removal of Graves)

**PURPOSE:** To create uniform standards and procedures to be utilized in handling grave disinterment, removal, and reinterment requests made to the Board of Commissioners pursuant to NCGS § 65-106.

**BACKGROUND:** NCGS 65-106 (*Removal of Graves*) which is attached for your reference provides in relevant part under subsection (a)(4), "that any person, may effect the disinterment, removal, and reinterment of graves as follows: By any person, ... who owns land on which an abandoned cemetery is located after first securing the consent of the governing body of the municipality or county in which the abandoned cemetery is located."

NCGS 65-85(1) defines "Abandoned" as "Ceased from maintenance or use by the person with legal right to the real property with the intent of not again maintaining the real property in the foreseeable future."

NCGS 65-106 provides in relevant part: "All disinterment, removal, and reinterment under the provisions of this Part shall be made under the supervision and direction of the county board of commissioners or other appropriate official, including the local health director, appointed by such board..."

Staff were contacted several months ago by Denise Thomas, daughter of Velma Owens who is deceased and buried on property currently owned by Brenda Crougter at 207 Ambrose Rd. Ms. Crougter had published a notice in the paper regarding her intent to have Ms. Velma Owen's body disinterred from said property and reinterred at the St. Mary's Church located approximately ¼ mile away on Ambrose Rd. Staff subsequently spoke to Ms. Crougter and informed her that such action would probably require the consent of the Board of Commissioners per the statutes cited above.

At the Board of Commissioners Meeting on 8/6/18:

- Staff first presented this information to the board and recommended that due to the lack of any formal procedures or historical practices used in any similar matters, and due to the likelihood in this and potentially in future cases, for there to be substantial disagreement between the property owner and heirs of the deceased involved, a formal policy that solicits all relevant information and gives an equitable opportunity for all interested parties to be heard and thoroughly considered by the board before it makes a final decision to grant or deny such a request should be created.
- Staff also reported that the Health Department Director Wesley Gray was willing to direct and supervise the policy and statutory provisions if appointed to do so, but the Board cannot delegate its actual decision making authority regarding whether to grant consent to such cases.
- The board directed staff to prepare a Resolution adopting a formal policy and appointing the local health director to administer it and the applicable provisions of the statute as recommended.

Director Gray and his environmental staff have reviewed the attached resolution and supporting documents and tentatively approved them subject to final MTW Board of Health approval and fee establishment anticipated to occur during its November 14<sup>th</sup> board meeting.

RECOMMENDATION(S):

1. Approve and adopt the attached Resolution Establishing Grave Disinterment, Removal and Reinterment Policy & Appointing the Local Health Director to Supervise & Direct Related Activities.

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@washconc.org

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

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PLYMOUTH, NORTH CAROLINA 27962  
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**RESOLUTION**

**Establishing Grave Disinterment, Removal and Reinterment Policy  
&  
Appointing the Local Health Director  
to Supervise & Direct Related Activities**

**WHEREAS**, NCGS § 65-106 (*Removal of Graves*) subsection (a)(4) provides in relevant part: *"that any person, may effect the disinterment, removal, and reinterment of graves as follows: By any person, ... who owns land on which an abandoned cemetery is located after first securing the consent of the governing body of the municipality or county in which the abandoned cemetery is located."*; and

**WHEREAS**, the Board of County Commissioners of Washington County hereby finds it necessary and desirable to establish certain formal procedures to be followed by persons requesting board approval of grave disinterment, removal, and reinterment requests governed under the foregoing statute; and

**WHEREAS**, NCGS § 65-106 subsection (g) also provides in relevant part: *"All disinterment, removal, and reinterment under the provisions of this Part shall be made under the supervision and direction of the county board of commissioners or other appropriate official, including the local health director, appointed by such board for the county where the disinterment, removal, and reinterment take place..."*; and

**WHEREAS**, the Board of County Commissioners of Washington County hereby finds it necessary and desirable to appoint the Director of the Martin-Tyrrell-Washington Health Department, as the appropriate official to supervise and direct any and all approved grave disinterment, removal, and reinterment activities governed pursuant to the foregoing statute.

**NOW, THEREFORE**, the Board of County Commissioners of Washington County hereby resolves as follows:

1. That the attached "Washington County Grave Disinterment, Removal and ReInterment Policy for Abandoned Cemeteries" is hereby adopted as the policy to be followed by persons making requests to the board for approval pursuant to NCGS §65-106(a)(4).
2. That the attached "Washington County Grave Removal Petition" (as may be modified from time to time by staff without further board approval thereof being required) is hereby approved for initial use with the Washington County Grave Disinterment, Removal and ReInterment Policy for Abandoned Cemeteries adopted hereinabove.
3. That the local health director of Washington County, (presently the Martin-Tyrrell-Washington Health Department Director) is hereby appointed pursuant to NCGS § 65-106(g) as the appropriate official referenced therein, to supervise and direct any and all grave disinterment, removal, and reinterment activities approved by the Washington County Board of County Commissioners, or otherwise governed by NCGS § 65-106 on behalf of the board.
  - a. The local health director is also hereby authorized to delegate any part, or all of their duties and powers provided for under NCGS § 65-106 as the appointed agent of the board, to any health department employee or official deemed necessary or appropriate within the local health director's sole discretion, to efficiently and effectively perform the duties thereof in accordance with said statute, and other applicable laws.
  - b. The local health director may also charge a reasonable administrative fee at the time of filing the Washington County Grave Removal Petition which is calculated to recover the administrative costs to the local health department associated with reviewing and processing the petition, and with directing and supervising any activities approved thereunder in compliance with the applicable law.

**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

## **Washington County Grave Disinterment, Removal and Reinterment Policy**

### **For**

### **Abandoned Cemeteries (NCGS § 65-106)**

Adopted November 5<sup>th</sup>, 2018

- I. Who may Disinter, Move and Reinter**
  - a. Any political unit of federal, state, municipal or county governments
  - b. Any church or place of religious assembly
  - c. A utility that needs land for a reservoir
  - d. Any person, firm or corporation that owns land on which an abandoned cemetery is located.
  
- II. When is a public hearing required**
  - a. When the remover is not the landowner and/or next of kin
  - b. When abandoned and unidentified graves are involved and the next of kin is not known or consent is not given
  
- III. What areas of Washington County are regulated by Washington County**
  - a. Washington County's Planning and Zoning jurisdiction
  - b. Areas outside the corporate limits of cities and towns
  
- IV. Application Process**
  - a. If a public hearing is required, the applicant must complete the petition form and provide all relevant information as determined by staff
  - b. Staff set a tentative date for the public hearing
  
- V. Notice of Disinterment, Removal and Reinterment**
  - a. 30-day written notice of intention to the next of kin of the decedent(s) prior to the disinterment, removal and reinterment.
  - b. The party requesting the disinterment must publish a notice at least once per week for four successive weeks in a newspaper of general circulation in the county where the graves are situated. (The first publication shall not be less than thirty (30) days prior to disinterment.)
  - c. Staff must also post the property a minimum of ten (10) days prior to the public hearing.
  
- VI. Agenda Item**
  - a. Once the petitioner submits documentation that notices, consent forms and maps are complete, staff can complete the agenda item information package
  - b. Public hearing date set



**VII. Reinterment**

- a. The party effecting the disinterment and reinterment must file a written certificate, within thirty (30) days of the completion of the removal and reinterment, with the Washington County Register of Deeds of the removal facts.
- b. Standard Register of Deeds recordation fees will apply
- c. Expenses
  - i. The party effecting the disinterment, removal and reinterment, shall bear all costs of the disinterment, removal, acquisition of the new burial site, and reinterment.
  - ii. If the next of kin incurs actual and reasonable costs of attending the same, the petitioner must reimburse that party for said costs up to \$200.00.
- d. **The party effecting the disinterment, removal and reinterment shall:**
  - i. Provide documentation that the receiving cemetery site possess suitable dimensions to accommodate the grave(s).
  - ii. Ensure that the receiving cemetery is reasonably accessible to all relatives.
  - iii. If applicable, provide written consent by the next of kin to reenter any remains within a common grave.
  - iv. If disinterment, removal and reinterment is by a public agency or utility, then duties must be performed by a licensed funeral director or funeral service licensee.
- e. **Supervision**
  - i. All actions shall be made under the supervision and direction of the local health director as the appointed appropriate representative of the Washington County Board of County Commissioners.
  - ii. Unless otherwise directed by the local health director, initial contact for applications or questions about this policy should be directed to the Environmental Services staff of the local health department. Refer to the Washington County Grave Removal Petition for the most recent contact information.



# Martin-Tyrrell-Washington

## DISTRICT HEALTH



### WASHINGTON COUNTY GRAVE REMOVAL PETITION

Questions or Applications should be submitted to:

Attn: Mitchell Patrick, Environmental Health Supervisor or  
Attn: Andrew Parker, Environmental Health Specialist  
MTW Health Department - Environmental Health Department  
198 NC Hwy. 45 N  
Plymouth, NC 27962  
252-793-3023 or 252-793-1628

**Notes: Health Department fee to file petition is \$\_\_\_\_.00**

File #	_____
Fee	_____
Amt Pd	_____
Check #	_____
Rec'd Date	_____
Rec'd By	_____

**Petitioner Name:** \_\_\_\_\_

Contact Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Subject Property Address and Parcel Identification Number (PIN):** \_\_\_\_\_

**Reason for Petition:**

The undersigned applicant hereby certifies that, to the best of his/her knowledge and belief, all information supplied with this application is true and accurate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Property Owner Name:** \_\_\_\_\_

Contact Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

All property owners must sign this application (*please attach separate sheets for signatures, if needed*) unless one or more individuals are specifically authorized to act as an agent on behalf of the collective interest of some or all of the owners (*provide a copy of such authorization*).

The undersigned property owner(s) hereby authorize the filing of this application (*and any subsequent revisions thereto*). The filing of this application authorizes the Washington County Staff to enter upon the site to conduct relevant site inspections as deemed necessary to process the application. All documents and maps submitted as required become the property of Washington County.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

1. For **disinterment and removal**, attach a map to scale the current location of the gravesites. Include the address, Parcel Identification Number (PIN), acreage, number of graves, and zoning district. A deed of the subject property must also be provided. Provide a list of all known next of kin (*names and contact information*). Provide a list of the decedents buried in the cemetery along with documentation of any tombstone inscriptions. Washington County staff may require additional information as needed.
2. For **reinterment**, attach a map of the location of the receiving cemetery. Include the address, Parcel Identification Number (PIN), acreage and zoning district. Written consent of the property owner must be attached. Local zoning and Health Department approval may be required by some jurisdictions if a cemetery is created or expanded. In some cases, obtaining local zoning approval may be a prerequisite to this petition.
3. North Carolina General Statute 65-106 requires written notice to all known next of kin of all of the decedents thirty (30) days prior to disinterment, removal and reinterment. Attach copies of dated written notices with this petition. The notices must indicate that the next of kin should notify the petitioner within thirty (30) days if they have any objections to the disinterment and reinterment of the graves. Consent forms should be mailed with each notice and copies of the consent forms should be attached with this petition.

### **Grave Removal Process**

North Carolina General Statutes, Section 65-106, requires that a grave can only be moved by a party other than the next of kin, after a public hearing as prescribed by the following process:

- The petitioner shall give a thirty (30) day written notice of intention to the next of kin of the deceased prior to the disinterment, removal and reinterment of any grave occurs.
- The petitioner shall publish a notice of the grave removal and reinterment at least once per week for four consecutive weeks in a newspaper of general circulation within the county where the grave(s) is/are located – *first publication shall be not less than thirty (30) days prior to the disinterment*. An affidavit of publication from the publishing newspaper must be provided by the petitioner to the county staff.
- The county staff shall post a notice of public hearing for the grave removal and reinterment on the property a minimum of ten (10) days prior to the public hearing.
- Hold the public hearing to receive public input about the grave removal and reinterment.
- Upon the granting of the request, a written certificate of the removal facts, such as a description of the location of the existing grave site, the actual number of sets of remains found; the name and contact information for the party effecting the disinterment and reinterment, any tombstone inscriptions, and the location where the remains have been reinterred, must be filed by the party performing the removal and reinterment with the Register of Deeds within thirty (30) days of completion of the work.
- Representatives of the Washington County Environmental Services must be onsite to observe the removal and reinterment of the remains.
- Within thirty (30) days after the completion of the removal and reinterment, the petitioner must submit a Removal of Graves Certificate to the Washington County Health Department.

Part 4. Removal of Graves.

§ 65-106. Removal of graves; who may disinter, move, and reinter; notice; certificate filed; reinterment expenses; due care required.

(a) The State of North Carolina and any of its agencies, public institutions, or political subdivisions, the United States of America or any agency thereof, any church, electric power or lighting company, or any person, firm, or corporation may effect the disinterment, removal, and reinterment of graves as follows:

- (1) By the State of North Carolina or any of its agencies, public institutions, or political subdivisions, the United States of America or any agency thereof, when it shall determine and certify to the board of county commissioners in the county from which the bodies are to be disinterred that such removal is reasonably necessary to perform its governmental functions and the duties delegated to it by law.
- (2) By any church authority in order to erect a new church, parish house, parsonage, or any other facility owned and operated exclusively by such church; in order to expand or enlarge an existing church facility; or better to care for and maintain graves not located in a regular cemetery for which such church has assumed responsibility of care and custody.
- (3) By an electric power or lighting company when it owns land on which graves are located, and the land is to be used as a reservoir.
- (4) By any person, firm, or corporation who owns land on which an abandoned cemetery is located after first securing the consent of the governing body of the municipality or county in which the abandoned cemetery is located.

(b) The party effecting the disinterment, removal, and reinterment of a grave containing a decedent's remains under the provisions of this Part shall, before disinterment, give 30 days' written notice of such intention to the next of kin of the decedent, if known or subject to being ascertained by reasonable search and inquiry, and shall cause notice of such disinterment, removal, and reinterment to be published at least once per week for four successive weeks in a newspaper of general circulation in the county where such grave is located, and the first publication shall be not less than 30 days before disinterment. Any remains disinterred and removed hereunder shall be reinterred in a suitable cemetery.

(c) The party removing or causing the removal of all such graves shall, within 30 days after completion of the removal and reinterment, file with the register of deeds of the county from which the graves were removed and with the register of deeds of the county in which reinterment is made, a written certificate of the removal facts. Such certificate shall contain the full name, if known or reasonably ascertainable, of each decedent whose grave is moved, a precise description of the site from which such grave was removed, a precise description of the site and specific location where the decedent's remains have been reinterred, the full and correct name of the party effecting the removal, and a brief description of the statutory basis or bases upon which such removal or reinterment was effected. If the full name of any decedent cannot reasonably be ascertained, the removing party shall set forth all additional reasonably ascertainable facts about the decedent including birth date, death date, and family name.

The fee for recording instruments in general, as provided in G.S. 161-10(a)(1), for registering a certificate of removal facts shall be paid to the register of deeds of each county in which such certificate is filed for registration.

(d) All expenses of disinterment, removal, and acquisition of the new burial site and reinterment shall be borne by the party effecting such disinterment, removal, and reinterment, including the actual reasonable expense of one of the next of kin incurred in attending the same, not to exceed the sum of two hundred dollars (\$200.00).

(e) The Office of Vital Records of North Carolina shall promulgate regulations affecting the registration and indexing of the written certificate of the removal facts, including the form of that certificate.

(f) The party effecting the disinterment, removal, and reinterment of a decedent's remains under the provisions of this Part shall ensure that the site in which reinterment is accomplished shall be of such suitable dimensions to accommodate the remains of that decedent only and that such site shall be reasonably accessible to all relatives of that decedent, provided that the remains may be reinterred in a common grave where written consent is obtained from the next of kin. If under the authority of this Part, disinterment, removal, and reinterment are effected by the State of North Carolina or any of its agencies, public institutions, or political subdivisions, the United States of America or any agency thereof, any electric power or lighting company, then such disinterment, removal, and reinterment shall be performed by a funeral director duly licensed as a "funeral director" or a "funeral service licensee" under the provisions of Article 13A of Chapter 90 of the General Statutes.

(g) All disinterment, removal, and reinterment under the provisions of this Part shall be made under the supervision and direction of the county board of commissioners or other appropriate official, including the local health director, appointed by such board for the county where the disinterment, removal, and reinterment take place. If reinterment is effected in a county different from the county of disinterment with the consent of the next of kin of the deceased whose remains are disinterred, then the disinterment and removal shall be made under the supervision and direction of the county board of commissioners or other appropriate official, including the local health director, appointed by such board for the county of the disinterment, and the reinterment shall be made under the supervision and direction of the county board of commissioners or other appropriate official, including the local health director, appointed by such board for the county of reinterment.

Due care shall be taken to do said work in a proper and decent manner, and, if necessary, to furnish suitable coffins or boxes for reintering such remains. Due care shall also be taken to remove, protect, and replace all tombstones or other markers, so as to leave such tombstones or other markers in as good condition as that prior to disinterment. Provided that in cases where the remains are to be moved to a perpetual care cemetery or other cemetery where upright tombstones are not permitted, a suitable replacement marker shall be provided.

(h) Nothing contained in this Part shall be construed to grant or confer the power or authority of eminent domain, or to impair the right of the next of kin of a decedent to remove or cause the removal, at his or their expense, of the remains or grave of such decedent. (1919, c. 245; C.S., ss. 5030, 5030(a); Ex. Sess. 1920, c. 46; 1927, c. 23, s. 1; c. 175, s. 1; 1937, c. 3; 1947, cc. 168, 576; 1961, c. 457; 1963, c. 915, s. 1; 1965, c. 71; 1971, c. 797, s. 1; 1977, c. 311, s. 1; 2001-390, s. 3; 2007-118, s. 1.)

Mr. Gray stated that he will take this information to his Board for approval and set a fee for this service. Commissioner Phelps asked if this means that the MTW Board will set the fee, not the Board of Commissioners. Mr. Potter said yes, the MTW Board will set the fee.

Ms. Keyes asked to address the Board. Ms. Keyes stated that any property that has more than one (1) grave is considered a cemetery. Ms. Keyes asked the Commissioners to instruct the Planning Board to make recommendations on upgrading zoning issues such as this.

**Commissioner Phelps made a motion for Ms. Keyes to look into upgrading zoning issues such as this and bring back to the Board. Commissioner Riddick seconded.** Chair Johnson asked Ms. Keyes to include Mr. Gray in those meetings. **Motion carried unanimously.**

**Commissioner Phelps made a motion to approve and adopt the aforementioned Resolution Establishing Grave Disinterment, Removal and Reinterment Policy & appoint**

**the MTW Health Department Director to supervise & direct related activities.  
Commissioner Riddick seconded, motion carried unanimously.**

PARALLEL TAXIWAY CONTRACT AWARD: Mr. Potter spoke to the Board on this item.

**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.



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

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

**AGENDA ITEM MEMO**

<b>MEETING DATE:</b>	November 5 <sup>th</sup> , 2018	<b>ITEM: 9</b>
<b>SUBJECT:</b>	NPE Funding Relinquishment & Parallel Taxiway Construction Contract	
<b>DEPARTMENT:</b>	Airport	
<b>FROM:</b>	Curtis S. Potter, County Manager/County Attorney (CM/CA)	
<b>ATTACHMENTS:</b>	A- 10/25/18 email from Ron McCollum, PE Senior Airport Project Mgr, NCDOT Aviation (1pg) B- 8/15/18 email from Marty Wynn, PE, Senior Project Manager, AVCON, Inc. (1pg) C- Certified Bid Tab signed 8/15/18 (5 pgs) D- Proposed Construction Contract from Barnhill Contracting Company (5 pgs)	

**PURPOSE:**

1. To approve the attached request to commit/relinquish 4 full years of NPE funds from other potential purposes, to be designated for and used to fully fund the contract cost of the Parallel Taxiway Project; and
2. To contingently award the bid and contract for that project to Barnhill Contracting Company as the lowest responsible responsive bidder; and
3. To authorize Management to execute the contract together with any other necessary documents required.

**BACKGROUND:** In 2016 Washington County sought assistance from the NCDOT Division of Aviation to provide design and construction engineering services on our behalf related to the design and construction of a parallel taxiway at the Plymouth Airport. The Division engaged AVCON, Inc. as its on-call engineering firm to provide such services pursuant to a written task order.

AVCON initiated this work beginning with pre-design and design phases throughout 2017 before entering into the pre-construction bid phase in 2018 which most recently resulted in sealed bids being received for the project in August of this year as summarized within the attached Certified Bid Tab dated 8/15/18.

The lowest bid received was from Barnhill Construction Company in the amount of \$8,165,778 and was considerably higher than initial estimates of several million for this project, and exceeded the amount of total available funding at that time.

The NCDOT Aviation Division, Airport Director Knapp Brabble, and AVCON worked together closely over the last several months to apply for \$7M in additional supplemental federal funds which have been tentatively awarded to the project subject to written confirmation being received from the NCDOT Aviation Division which is anticipated to be delivered on or before the 11/5/18 board meeting.

Barnhill has already reviewed and executed the attached proposed construction contract together with its executed performance bonds which have been delivered to Management for countersignature following Board approval and award of the contract.

A preliminary pre-construction meeting was also already held with Barnhill and other interested parties on 10/30/18 in anticipation of, and subject to the contract being awarded.

Management are still reviewing the proposed contract and incorporated terms and conditions, as well as some other final supplemental documentation that has been requested, but do not anticipate any major issues arising that would prevent Management from making the contingent recommendation below:

**FINANCIAL IMPACT:** Washington County will commit/relinquish the use of all of its federal NPE aviation funds (typically \$150,000 per year which accumulates until spent for up to four years) which equates to the loss of approximately \$600,000 in value to be spent toward other projects, compared with the substantially larger \$8M+ overall investment to be made through this project at the Plymouth Airport.

**RECOMMENDATION(S):**

1. Approve the relinquishment of NPE funds as described within the email from Ron McCollum dated 10/25/18
2. Approve the contingent award of the construction contract to Barnhill Contracting Company as the lowest responsible responsive bidder subject to the following conditions being met:
  - a. Receipt of written confirmation from the appropriate state/federal authority committing enough sufficient funds in total to cover the total bid contract price; and
  - b. Management's satisfaction and final approval with the terms and conditions of the proposed construction contract and any other supplemental information requested from Barnhill, AVCON, or the NCDOT Division of Aviation deemed necessary or desirable in Management's opinion.
3. Authorize the County Manager and/or Finance Officer upon satisfaction of the foregoing contingencies to execute any and all necessary documents related to awarding the contract as described herein, including without limitation the proposed construction contract.
4. Authorize the County Manager to approve any change orders that may be requested by the contractor without further approval being required of the Board of Commissioners if such change orders are within the overall project budget.

**Curtis Potter**

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**From:** Mccollum, Ron <remccollum@ncdot.gov>  
**Sent:** Thursday, October 25, 2018 3:26 PM  
**To:** Knapp Brabble; Curtis Potter  
**Cc:** Beam, Betsy  
**Subject:** PMZ Parallel Taxiway Construction Grant

Knapp and Curtis,

As you know, NCDOA funded the design of the Parallel Taxiway through our on-call contact. Earlier this summer you and I discussed the option of utilizing three years of your NPE funds on the Parallel Taxiway Construction project to get those funds spent before they expire and NCDOA would fund your ALP update through our on-call contract. To my knowledge, we all were in agreement with this plan. We are in the process of revising the Parallel Taxiway Construction Award letter for the total costs and FAA Supplemental Funding Award and we came to realize that NCDOA will have to fund the Construction Administration and RPR for the Parallel Taxiway Construction project through our on-call contract since you currently do not have an engineering contract with a consulting firm. In light of this realization, NCDOA would like to request we utilize 4 years of your NPE on the Parallel Taxiway Construction project to help offset all the NCDOA on-call expenses. Please let me know if you are in agreement with our proposal to utilize four years of NPE on the Parallel Taxiway Construction project.

If you have any questions, please don't hesitate to contact me,

**Ron McCollum, PE**  
Senior Airport Project Manager (Northeast)  
Division of Aviation  
North Carolina Department of Transportation

919 814 0562 office  
919 741 3278 mobile  
[remccollum@ncdot.gov](mailto:remccollum@ncdot.gov)

1050 Meridian Drive  
Morrisville, NC 27560



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Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

**Curtis Potter**

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**From:** Wynn, Marty <mwynn@avconinc.com>  
**Sent:** Wednesday, August 15, 2018 1:33 PM  
**To:** Curtis Potter; Knapp Brabble; Mccollum, Ron  
**Cc:** Moose, James; Darcangelo, Mike; 'Don Howard'  
**Subject:** PMZ Parallel Taxiway Certified Bid Tab  
**Attachments:** 2016.203.01-CERTIFIED BID TAB.PDF; 2016.203.01-BID SIGNIN SHEET.PDF

Ron/Curtis/Knapp,

Attached is the certified bid tab for the Parallel Taxiway project for your review/comment. We had 2 bidders and during the bid opening (Friday,8/10/18), it appeared that Sawyer's Land Development was the low bid. However, they had numerous errors (37) in their bid. They also did not have appropriate support documentation for the DBE goal...they just listed the 2% goal with no subcontractors listed or dollar amount. Sawyer's Land Development did contact me the Monday and indicated that they reversed a few items in the written in words column as well as the unit price column but their totals were correct. The specifications clearly state that if any discrepancies exist between words and numerals, the words ,unless obviously incorrect, shall govern.

After we reviewed the bids and corrected the math in Sawyer's bid, Barnhill Contracting Company became the low bid. Their bid was complete, correct, and included required documentation.

Please feel free to call me to discuss further. We request that your advise on how you would like to proceed.

**Marty Wynn, P.E.**  
Senior Project Manager | **AVCON, INC.**



*Transforming Today's Ideas into Tomorrow's Reality*

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**BID TABULATION ANALYSIS**  
 PLYMOUTH MUNICIPAL AIRPORT  
 PARALLEL TAXIWAY PROJECT  
 NCDOT PROJECT NO: 36237.40.14.LOI

**AVCON, INC.**  
 DATE PREPARED: 8/15/18  
 PREPARED BY: G. Martin Wynn, Jr., P.E.  
 AVCON PROJECT NO. 2016.203.01

This Tabulation was prepared by AVCON, Inc. and is correct to the best of our knowledge, information, and belief.

BY: *G. Martin Wynn, Jr.* Date: *8/15/18*

BID TABULATION SUMMARY			
BIDDER	BASE BID	ADDITIVE ALTERNATE 1	TOTAL BID
BARNHILL CONTRACTING COMPANY	\$ 6,334,319.00	\$ 1,831,459.00	\$ 8,165,778.00
SAWYER'S LAND DEVELOPMENT, INC	\$ 6,687,271.69	\$ 2,164,769.57	\$ 8,852,041.26

BID TABULATION ERRORS	
BIDDER	ERRORS
SAWYER'S LAND DEVELOPMENT, INC	BASE BID ITEMS 4, 10, 11, 14, 16, 18, 19, 21, 24, 33, 35-38, 40-42, 46-47, 51, 55, AND TOTAL AMOUNT COLUMN HAD ERRORS IN TOTAL AMOUNT COLUMN. BASE BID ITEM 64 DISCREPANCY IN WRITTEN AMOUNT IN UNIT PRICE COLUMN.
SAWYER'S LAND DEVELOPMENT, INC	ADD ALTERNATE 1 ITEMS 10, 14, 16, 19, 21, 23, 33-35, 40-42, 46, 55, AND TOTAL HAD ERRORS IN THE TOTAL AMOUNT COLUMN.

BID REQUIREMENT CHECKLIST	BARNHILL CONTRACTING	SAWYER'S LAND DEVELOPMENT
1. BID FORM	X	X
2. BASE BID PROPOSAL	X	X
3. BID BOND	X	X
4. FORM OF NONCOLLUSION AFFIDAVIT	X	Not Included
5. EQUAL OPPORTUNITY REPORT STATEMENT	X	X
6. CERTIFICATION OF NONSEGREGATED FACILITIES	X	X
7. PERFORMANCE OF WORK BY SUBCONTRACTORS	X	X
8. CERTIFICATION REGARDING FAIR TRADE	X	X
9. BUY AMERICAN CERTIFICATE	X	X
10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	X	X
11. BIDDER QUALIFICATION QUESTIONNAIRE	X	Partial
12. BID SECURITY	X	X
13. AV-508 DBE/MBE/WBE GOAL NOTIFICATION AND CERTIFICATION	X	X
14. AV-509/AV-510 DBE/MBE/WBE/VENDOR COMMITMENTS	X	Not Included
15. NCDOT LETTER OF INTENT	X	Not Included

DBE REQUIREMENTS (GOALS)	DBE (%)	DBE \$ AMOUNT
BARNHILL CONTRACTING COMPANY	2.24%	\$ 182,839.00
SAWYER'S LAND DEVELOPMENT	2%	*

\* No support documentation included

**BID TABULATION ANALYSIS**

PLYMOUTH MUNICIPAL AIRPORT  
PARALLEL TAXIWAY PROJECT

NOCCA PROJECT NO: 362374019.001

This Tabulation was prepared by AVCON, Inc. and is correct  
to the best of our knowledge, information, and belief

BY: *ymt/whf* Date: 8/13/18

AVCON, INC.

DATE PREPARED: 8/13/18  
PREPARED BY: G. Maria Wyll, J., PE

AVCON PROJECT NO. 2016203.01

BASE BID - PARALLEL TAXIWAY				BIDDERS				ENGINEERS ESTIMATE			
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	Barnhill Contracting Company		Sawyer's Land Development, Inc.		ERRORS	UNIT PRICE	EXTENDED TOTAL
					UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL			
1	P-105	MOBILIZATION	1	LS	2,000,000.00	2,000,000.00	1,243,530.44	1,243,530.44		\$895,000.00	\$895,000.00
2	S-143	DRAINAGE REMOVAL (PIPE AND STRUCTURE)	1	LS	4,180.00	4,180.00	14,787.50	14,787.50		\$19,000.00	\$19,000.00
3	S-143	UNDERDRAIN REMOVAL (PIPE AND CLEANOUT)	1	LS	3,880.00	3,880.00	1,100.00	1,100.00		\$5,000.00	\$5,000.00
4	P-101	PAVEMENT REMOVAL	2,500	SY	8.75	21,750.00	44.13	110,325.00	*	\$8.00	\$19,000.00
5	P-102	SAFETY AND SECURITY	1	LS	54,955.00	54,955.00	172,206.80	172,206.80		\$94,000.00	\$94,000.00
6	P-102	BARRICADES	46	EA	360.00	16,560.00	102.08	4,695.68		\$425.00	\$19,840.00
7	P-104	PROJECT SURVEY AND STAKEOUT	1	LS	185,215.00	185,215.00	110,000.00	110,000.00		\$128,000.00	\$128,000.00
8	P-151	CLEARING AND GRUBBING	1	AC	25,000.00	25,000.00	11,300.00	11,300.00		\$10,000.00	\$10,000.00
9	P-152	EMBANKMENT IN PLACE	16,300	CY	10.00	163,000.00	13.20	215,160.00		8.00	\$130,400.00
10	P-152	UNSATURABLE EXCAVATION AND SELECT BACKFILL	2,328	CY	41.80	97,320.00	28.04	65,280.00	*	20.00	\$44,000.00
11	P-152	BORROW MATERIAL	3,228	CY	25.00	80,700.00	19.44	62,708.00	*	15.00	\$48,000.00
12	P-155	LIME TREATED SUBGRADE	32,200	SY	3.19	102,718.00	3.30	106,260.00		\$3.00	\$101,000.00
13	P-156	LIME	800	TN	204.70	163,760.00	247.50	222,750.00		\$293.00	\$160,000.00
14	P-156	TEMPORARY SILT FENCE	10,000	LF	2.07	20,700.00	5.63	56,300.00	*	\$2.00	\$20,000.00
15	P-156	BLOCK AND GRAVEL INLET PROTECTION	1	EA	335.00	335.00	365.00	365.00		\$293.00	\$293.00
16	P-156	EXCELSDORF MATTING	18,670	SY	1.45	27,071.50	1.85	34,328.50	*	\$3.00	\$56,010.00
17	P-156	CONSTRUCTION ENTRANCE	7	EA	4,135.00	28,945.00	5,520.00	38,640.00		\$2,500.00	\$17,500.00
18	P-156	RP RAP, CLASS A	2	CY	250.00	500.00	117,000.88	234,001.76	*	\$75.00	\$150.00
19	P-156	RP RAP, CLASS B	200	CY	120.00	24,000.00	123.77	24,754.00	*	\$80.00	\$17,000.00
20	P-156	RP RAP, CLASS II	360	CY	121.00	43,560.00	160.93	57,934.80	*	\$85.00	\$30,000.00
21	P-156	ROCK CHECK DAM	33	EA	850.00	28,050.00	639.50	21,103.50	*	\$300.00	\$9,000.00
22	P-156	DOTTER DAMS	6	EA	2,000.00	12,000.00	17,875.00	107,250.00	*	\$10,000.00	\$60,000.00
23	P-259	CRUSHED AGGREGATE BASE COURSE	4,300	CY	73.00	313,900.00	81.84	351,992.00		\$60.00	\$278,000.00
24	P-401	BITUMINOUS ASPHALT PAVEMENT	6,900	TN	125.75	868,175.00	144.27	997,482.00	*	\$140.00	\$968,000.00
25	P-602	BITUMINOUS PRIME COAT	9,000	GAL	2.50	22,500.00	2.75	24,750.00		\$4.00	\$36,000.00
26	P-602	BITUMINOUS TACK COAT	3,000	GAL	2.00	6,000.00	3.30	9,900.00	*	\$4.00	\$12,000.00
27	P-620	TEMPORARY AIRFIELD MARKING (WHITE), W/O REFLECTIVE MEDIA	1,000	SF	1.00	1,000.00	1.10	1,100.00		\$1.00	\$1,000.00
28	P-620	TEMPORARY AIRFIELD MARKING (YELLOW), W/O REFLECTIVE MEDIA	5,200	SF	1.00	5,200.00	1.10	5,720.00		\$1.00	\$5,200.00
29	P-620	TEMPORARY AIRFIELD MARKING (WHITE), W/ REFLECTIVE MEDIA	1,000	SF	1.50	1,500.00	1.65	1,732.50		\$2.00	\$2,000.00
30	P-620	TEMPORARY AIRFIELD MARKING (YELLOW), W/ REFLECTIVE MEDIA	5,200	SF	1.50	7,800.00	1.65	8,580.00		\$2.00	\$10,400.00
31	P-620	TEMPORARY AIRFIELD MARKING (BLACK), W/O REFLECTIVE MEDIA	1,200	SF	1.50	1,800.00	1.65	1,980.00		\$1.00	\$1,200.00
32	P-620	MARKING REMOVAL	1,150	SF	3.00	3,450.00	3.30	3,795.00		\$3.00	\$3,750.00
33	D-201	18" ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS V	100	LF	75.00	7,500.00	118.42	11,842.00	*	\$120.00	\$12,000.00
34	D-201	24" ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS V	200	LF	110.00	22,000.00	153.86	30,772.00	*	\$180.00	\$36,000.00
35	D-201	30" ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS V	800	LF	227.00	181,600.00	230.21	184,568.00	*	\$300.00	\$180,000.00
36	D-201	36" ELLIPTICAL FLARED END SECTION	100	LF	253.00	25,300.00	269.77	26,977.00	*	\$300.00	\$30,000.00
37	D-201	18" REINFORCED CONCRETE PIPE, CLASS V	50	LF	56.50	2,825.00	77.52	3,876.00	*	\$70.00	\$3,500.00
38	D-201	24" REINFORCED CONCRETE PIPE, CLASS V	110	LF	246.00	27,060.00	267.35	29,408.50	*	\$140.00	\$15,400.00
39	D-201	30" REINFORCED CONCRETE PIPE, CLASS V	210	LF	325.00	68,250.00	366.19	76,919.80	*	\$190.00	\$39,900.00
40	D-205	6" PERFORATED PVC UNDERDRAIN	10,210	LF	26.25	268,012.50	29.63	299,312.30	*	\$15.00	\$153,150.00
41	D-205	6" NON-PERFORATED PVC UNDERDRAIN	400	LF	34.25	13,700.00	1,122.00	449,280.00	*	\$10.00	\$4,000.00
42	D-202	UNDERDRAIN CLEANOUT	58	EA	2,265.00	131,370.00	27.29	1,582.82	*	\$900.00	\$52,000.00
43	D-202	UNDERDRAIN END TREATMENT	12	EA	590.00	7,080.00	693.00	8,316.00		\$1,000.00	\$12,000.00
44	D-201	CRCP ISLET	1	EA	3,450.00	3,450.00	1,870.00	1,870.00		\$6,000.00	\$6,000.00
45	D-202	18" ELLIPTICAL FLARED END SECTION	2	EA	3,165.00	6,330.00	3,527.52	7,055.04		\$3,000.00	\$6,000.00
46	D-202	24" ELLIPTICAL FLARED END SECTION	2	EA	3,480.00	6,960.00	3,669.04	7,338.08	*	\$5,000.00	\$10,000.00
47	D-202	30" ELLIPTICAL FLARED END SECTION	10	EA	6,885.00	68,850.00	6,691.18	66,911.80	*	\$6,000.00	\$60,000.00
48	D-202	36" ELLIPTICAL FLARED END SECTION	2	EA	8,155.00	16,310.00	7,760.88	15,521.76	*	\$7,000.00	\$14,000.00
49	D-202	18" FLARED END SECTION	1	EA	602.00	602.00	1,066.67	1,066.67		\$2,000.00	\$2,000.00
50	D-202	24" FLARED END SECTION	2	EA	2,930.00	5,860.00	3,627.99	7,255.98		\$3,000.00	\$6,000.00
51	D-202	30" FLARED END SECTION	4	EA	4,125.00	16,500.00	4,672.89	18,695.56	*	\$2,000.00	\$14,000.00
52	D-202	36" ELLIPTICAL HEADWALL	0	EA	-	-	-	-		\$2,000.00	\$0.00
53	M-100	RUNWAY CLOSURE MARKER	2	EA	1,820.00	3,640.00	865.70	1,731.40		\$3,000.00	\$6,000.00
54	T-801	SEEDING	21	AC	1,235.00	25,935.00	1,358.50	28,528.50		\$1,200.00	\$25,200.00
55	T-805	TOPSOIL	3,900	CY	18.00	69,300.00	22.00	85,800.00	*	\$10.00	\$39,000.00
56	T-808	MULCHING	21	AC	985.00	20,685.00	821.50	17,251.50		\$1,000.00	\$21,000.00

57	L-104	TEMPORARY AIRFIELD JUMPERS	1	LS	5,000.00	5,000.00	5,500.00	5,500.00		\$5,000.00	\$5,000.00
58	L-105	ELECTRICAL DEMOLITION	1	LS	15,000.00	15,000.00	16,500.00	16,500.00		\$25,000.00	\$25,000.00
59	L-107	L-887 1 LED WIND CONE 12-FOOT WITH SEGMENTED CIRCLE	1	EA	49,000.00	49,000.00	44,000.00	44,000.00		\$00,000.00	\$00,000.00
60	L-108	NO. 6 AWG, 5 KV, L-824, TYPE C CABLE	20,400	LF	1.30	26,520.00	1.43	29,172.00		\$2.00	\$40,800.00
61	L-108	NO. 6 AWG, SOLID, BARS, COUNTERPOISE WIRE, INSTALLED IN TRENCH ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	27,800	LF	1.30	36,140.00	1.43	39,754.00		\$1.85	\$51,430.00
62	L-108	NO. 6 AWG, 5 KV, L-825, TYPE C CABLE	47,000	LF	1.40	65,800.00	1.54	72,380.00		\$2.35	\$105,750.00
63	L-109	TRENCH FOR CABLE INSTALLATION	11,800	LF	1.00	11,800.00	1.10	12,980.00		\$2.00	\$22,000.00
64	L-109	INSTALLATION OF AIRPORT TRANSFORMER (MULTI-EQUIPMENT IN PLACE)	1	LS	70,000.00	70,000.00	77.00	77.00	**	\$100,000.00	\$100,000.00
65	L-109	RELOCATE CONSTANT CURRENT REGULATOR	1	EA	3,900.00	3,900.00	3,300.00	3,300.00		\$5,000.00	\$3,500.00
66	L-109	L-828 10KV CONSTANT CURRENT REGULATOR	2	EA	20,000.00	40,000.00	22,000.00	44,000.00		\$20,000.00	\$40,000.00
67	L-109	L-824 RADIO RECEIVER	1	EA	6,000.00	6,000.00	6,600.00	6,600.00		\$10,000.00	\$10,000.00
68	L-109	L-821 LIGHTING CONTROL PANEL WITH ENCLOSURE, ROTARY & TOGGLE SWITCHES, RELAYS AND CONTACTORS	1	EA	25,900.00	25,900.00	27,500.00	27,500.00		\$50,000.00	\$50,000.00
69	L-110	1 WAY 2-INCH SCHEDULE 40 PVC CONDUIT - DIRECT EARTH BURIED	12,300	LF	3.00	37,500.00	3.30	41,250.00		\$5.00	\$62,500.00
70	L-110	1 WAY 2-INCH SCHEDULE 40 PVC CONDUIT - CONCRETE ENCASED	1,600	LF	5.00	8,000.00	5.50	8,800.00		\$10.00	\$10,000.00
71	L-110	2 WAY 2-INCH SCHEDULE 40 PVC CONDUIT - CONCRETE ENCASED	300	LF	10.00	3,000.00	11.00	3,300.00		\$35.00	\$10,350.00
72	L-110	4 WAY 4-INCH SCHEDULE 40 PVC CONDUIT - CONCRETE ENCASED	1,400	LF	60.00	84,000.00	55.00	77,000.00		\$65.00	\$91,000.00
73	L-110	1 WAY 4-INCH SCHEDULE 40 PVC CONDUIT - CONCRETE ENCASED	40	LF	10.00	400.00	11.00	440.00		\$55.00	\$2,200.00
74	L-111	CONSTRUCTION OF PREFABRICATED CONCRETE BUILDING AND FOUNDATION IN PLACE	1	EA	85,000.00	85,000.00	48,174.50	48,174.50		\$100,000.00	\$100,000.00
75	L-112	4 WAY 4-INCH SCHEDULE 80 PVC CONDUIT - DIRECTIONAL DRILL	100	EA	80.00	8,000.00	88.00	8,800.00		\$90.00	\$9,000.00
76	L-112	1 WAY 4-INCH SCHEDULE 80 PVC CONDUIT - DIRECTIONAL DRILL	25	EA	15.00	375.00	16.50	412.50		\$75.00	\$1,875.00
77	L-115	JUNCTION CAN PLAZA - 2 L-9070 BASS CANS	2	EA	3,000.00	6,000.00	3,300.00	6,600.00		\$2,500.00	\$5,000.00
78	L-115	JUNCTION CAN PLAZA - 4 L-9070 BASS CANS	12	EA	8,000.00	96,000.00	8,800.00	105,600.00		\$3,500.00	\$42,000.00
79	L-125	L-861 LED TAXIWAY EDGE LIGHT - BASE MOUNTED	0	EA						\$1,500.00	\$0.00
80	L-125	L-861 LED TAXIWAY EDGE LIGHT - BASE MOUNTED R. RISE	132	EA	1,450.00	191,400.00	1,540.00	203,280.00		\$1,500.00	\$198,000.00
81	L-125	L-861 LED TAXIWAY EDGE LIGHT - BASE MOUNTED IN SHOULDER PAVEMENT	12	EA	1,600.00	19,200.00	1,760.00	21,120.00		\$1,900.00	\$22,800.00
82	L-125	L-855 LED SIGN 1-MODULE	3	EA	7,000.00	21,000.00	7,700.00	23,100.00		\$7,000.00	\$21,000.00
83	L-125	L-855 LED SIGN 2-MODULE	1	EA	8,000.00	8,000.00	8,800.00	8,800.00		\$8,000.00	\$8,000.00
84	L-125	L-855 LED SIGN 3-MODULE	6	EA	10,000.00	60,000.00	1,100.00	6,600.00		\$10,000.00	\$60,000.00
85	L-125	RELOCATE EXISTING REL ON NEW FOUNDATIONS	2	EA	4,500.00	9,000.00	4,950.00	9,900.00		\$5,000.00	\$19,000.00
<b>TOTAL BASE BID:</b>						<b>6,336,318.00</b>		<b>\$ 6,687,371.00</b>			<b>\$4,914,716.00</b>

\* ERRORS IN TOTAL AMOUNT COLUMN  
 \*\* DISCREPANCY IN WRITTEN AMOUNT AND UNIT PRICE COLUMN

**BID TABULATION ANALYSIS**

PLYMOUTH MUNICIPAL AIRPORT

PARALLEL TAXIWAY PROJECT

NCDDA PROJECT NO: 3623740.14.L01

This Tabulation was prepared by AVCON, Inc. and is correct to the best of our knowledge, information, and belief.

By: *[Signature]* Date: 8/13/13

AVCON, INC.

DATE PREPARED: 8/13/13

PREPARED BY: G. Martin-Ryan, Jr., PE

AVCON PROJECT NO. 2916-292-01

ADD ALTERNATE 1 - PARALLEL TAXIWAY			BarnHE Contracting Company		Sawya's Land Development, Inc.		BIDDERS		ENGINEERS ESTIMATE		
ITEM NO.	SPEC NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	ERRORS	UNIT PRICE	EXTENDED TOTAL
1	105	MOBILIZATION	1	LS	\$ 470,000.00	\$ 470,000.00	\$ 367,654.23	\$ 367,654.23		\$144,000.00	\$144,000.00
2	S-140	DRAINAGE REMOVAL (PIPE AND STRUCTURE)	1	LS	2,500.00	\$ 2,500.00	15,525.15	\$ 15,525.15		\$5,800.00	\$5,800.00
3	S-140	UNDERDRAIN REMOVAL (PIPE AND CLEANOUT)	0	LS		\$ -		\$ -			
4	P-101	PAVEMENT REMOVAL	0	SY		\$ -		\$ -			
5	P-102	SAFETY AND SECURITY	1	LS	14,000.00	\$ 14,000.00	96,276.00	\$ 96,276.00		\$14,000.00	\$14,000.00
6	P-102	BARRICADES	19	EA	366.00	\$ 6,954.00	102.08	\$ 1,939.52		\$425.00	\$8,075.50
7	P-104	PROJECT SURVEY AND STAKEOUT	1	LS	55,000.00	\$ 55,000.00	110,000.00	\$ 110,000.00		\$28,000.00	\$28,000.00
8	P-151	CLEARING AND GRUBBING	1.1	AC	11,000.00	\$ 12,100.00	11,000.00	\$ 12,100.00		\$10,000.00	\$11,000.00
9	P-152	EMBANKMENT IN PLACE	4,800	CY	10.00	\$ 48,000.00	13.20	\$ 63,360.00		8.00	\$36,800.00
10	P-152	UNSUITABLE EXCAVATION AND SELECT BACKFILL	500	CY	41.50	\$ 20,750.00	28.04	\$ 14,020.00		28.00	\$10,000.00
11	P-152	BORROW MATERIAL	0	CY		\$ -		\$ -			
12	P-155	LIME TREATED SUBGRADE	7,500	SY	2.43	\$ 18,225.00	3.85	\$ 28,875.00		35.00	\$37,500.00
13	P-155	LIME	170	TN	294.70	\$ 49,999.00	247.50	\$ 42,075.00		\$200.00	\$34,000.00
14	P-156	TEMPORARY SILT FENCE	3,500	LP	2.07	\$ 7,245.00	5.03	\$ 17,605.00		30.00	\$17,000.00
15	P-156	BLOCK AND GRAVEL INLET PROTECTION	0	EA		\$ -		\$ -			
16	P-156	EXCELSIOR MATTING	5,100	SY	1.45	\$ 7,395.00	1.60	\$ 8,160.00		33.00	\$27,300.00
17	P-156	CONSTRUCTION ENTRANCE	1	EA	4,135.00	\$ 4,135.00	3,520.00	\$ 3,520.00		\$2,400.00	\$2,600.00
18	P-156	RP RAP, CLASS A	0	CY		\$ -		\$ -			
19	P-156	RP RAP, CLASS B	90	CY	120.00	\$ 10,800.00	123.77	\$ 11,139.30		168.00	\$7,200.00
20	P-156	RP RAP, CLASS C	0	CY		\$ -		\$ -			
21	P-156	ROCK CHECK DAM	14	EA	350.00	\$ 4,900.00	638.00	\$ 8,932.00		\$300.00	\$4,200.00
22	P-156	DOFFER DAM	0	EA		\$ -		\$ -			
23	P-309	CRUSHED AGGREGATE BASE COURSE	2,300	CY	73.90	\$ 169,970.00	90.81	\$ 208,860.00		80.00	\$124,000.00
24	P-401	BITUMINOUS ASPHALT PAVEMENT	2,200	TON	130.90	\$ 288,000.00	146.41	\$ 322,102.00		\$140.00	\$308,000.00
25	P-602	BITUMINOUS PRIME COAT	2,800	GAL	2.50	\$ 7,000.00	3.76	\$ 10,528.00		54.00	\$12,600.00
26	P-603	BITUMINOUS TACK COAT	800	GAL	2.50	\$ 2,000.00	2.20	\$ 1,760.00		54.00	\$3,600.00
27	P-820	TEMPORARY AIRFIELD MARKING (WHITE), W/O REFLECTIVE MEDIA	200	SF	1.50	\$ 300.00	1.10	\$ 220.00		51.00	\$1,020.00
28	P-820	TEMPORARY AIRFIELD MARKING (YELLOW), W/O REFLECTIVE MEDIA	1,600	SF	1.50	\$ 2,400.00	1.10	\$ 1,760.00		51.00	\$1,600.00
29	P-820	PERMANENT AIRFIELD MARKING (WHITE), W/ REFLECTIVE MEDIA	200	SF	1.50	\$ 300.00	1.85	\$ 360.00		52.00	\$400.00
30	P-820	PERMANENT AIRFIELD MARKING (YELLOW), W/ REFLECTIVE MEDIA	1,600	SF	1.50	\$ 2,400.00	1.85	\$ 2,960.00		52.00	\$3,200.00
31	P-820	PERMANENT AIRFIELD MARKING (BLACK), W/O REFLECTIVE MEDIA	300	SF	1.50	\$ 450.00	1.60	\$ 480.00		51.00	\$550.00
32	P-820	MARKING REMOVAL	1,400	SF	2.75	\$ 3,850.00	3.50	\$ 4,900.00		53.00	\$7,000.00
33	D-731	18" ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS V	500	LF	89.30	\$ 44,650.00	118.42	\$ 59,210.00		\$120.00	\$12,000.00
34	D-731	24" ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS V	400	LF	130.00	\$ 52,000.00	153.86	\$ 61,544.00		\$180.00	\$72,000.00
35	D-731	30" ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS V	500	LF	234.00	\$ 117,000.00	230.21	\$ 115,105.00		\$200.00	\$30,000.00
36	D-731	36" ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS V	0	LF		\$ -		\$ -			
37	D-731	15" REINFORCED CONCRETE PIPE, CLASS V	0	LF		\$ -		\$ -			
38	D-731	18" REINFORCED CONCRETE PIPE, CLASS V	0	LF		\$ -		\$ -			
39	D-731	24" REINFORCED CONCRETE PIPE, CLASS V	0	LF		\$ -		\$ -			
40	D-731	30" REINFORCED CONCRETE PIPE, CLASS V	0	LF		\$ -		\$ -			
41	D-735	4" PERFORATED PVC UNDERDRAIN	5,000	LF	26.30	\$ 131,500.00	28.83	\$ 144,150.00		\$15.00	\$75,000.00
42	D-735	4" NON-PERFORATED PVC UNDERDRAIN	200	LF	24.30	\$ 4,860.00	1,122.00	\$ 224,400.00		\$10.00	\$2,000.00
43	D-735	UNDERDRAIN CLEANOUT	32	EA	2,260.00	\$ 72,320.00	27.29	\$ 873.28		\$50.00	\$1,600.00
44	D-735	UNDERDRAIN END TREATMENT	4	EA	640.00	\$ 2,560.00	880.00	\$ 3,520.00		\$800.00	\$2,400.00
45	D-751	DROP INLET	0	EA		\$ -		\$ -			
46	D-752	18" ELLIPTICAL FLARED END SECTION	2	EA	3,180.00	\$ 6,360.00	3,307.52	\$ 6,615.04		\$3,500.00	\$7,000.00
47	D-752	24" ELLIPTICAL FLARED END SECTION	4	EA	3,480.00	\$ 13,920.00	3,666.04	\$ 14,276.16		\$5,000.00	\$20,000.00
48	D-752	30" ELLIPTICAL FLARED END SECTION	2	EA	8,899.00	\$ 17,798.00	8,591.15	\$ 17,182.30		\$8,500.00	\$17,000.00
49	D-752	36" ELLIPTICAL FLARED END SECTION	2	EA	8,280.00	\$ 16,560.00	7,790.88	\$ 15,581.76		\$7,500.00	\$15,000.00
50	D-752	15" FLARED END SECTION	2	EA	499.00	\$ 998.00	1,066.07	\$ 2,132.14		\$2,500.00	\$5,000.00
51	D-752	18" FLARED END SECTION	0	EA		\$ -		\$ -			
52	D-752	24" FLARED END SECTION	0	EA		\$ -		\$ -			
53	D-752	30" FLARED END SECTION	0	EA		\$ -		\$ -			
54	D-752	36" FLARED END SECTION	0	EA		\$ -		\$ -			
55	T-801	SEEDING	6	AC	1,235.00	\$ 7,410.00	1,268.00	\$ 7,608.00		\$1,200.00	\$7,200.00
56	T-805	TOPSOIL	900	CY	18.00	\$ 16,200.00	20.38	\$ 18,342.00		\$16.00	\$14,400.00
57	T-808	MULCHING	6	AC	585.00	\$ 3,510.00	621.00	\$ 3,726.00		\$1,000.00	\$6,000.00
58	L-104	TEMPORARY AIRFIELD JUMPERS	1	LS	4,000.00	\$ 4,000.00	4,400.00	\$ 4,400.00		\$4,000.00	\$4,000.00
59	L-107	ELECTRICAL DEMOLITION	1	LS	4,000.00	\$ 4,000.00	4,400.00	\$ 4,400.00		\$5,000.00	\$5,000.00
60	L-107	L-827(L) LED WIND CONE, 12-FOOT WITH SEGMENTED CIRCLE	0	EA		\$ -		\$ -			
61	L-108	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE	8,600	LF	1.30	\$ 11,180.00	1.43	\$ 12,292.00		\$2.00	\$17,200.00
62	L-109	NO. 8 AWG, SOLID BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND GROUND CONNECTORS	7,500	LF	1.30	\$ 9,750.00	1.43	\$ 10,725.00		\$1.85	\$13,875.00
63	L-109	NO. 8 AWG, 5 KV, L-824, TYPE C CABLE	0	LF		\$ -		\$ -			
64	L-109	TRENCH FOR CABLE INSTALLATION	0	LF		\$ -		\$ -			
65	L-109	INSTALLATION OF AIRPORT TRANSFORMER VAULT EQUIPMENT IN PLACE	0	LS		\$ -		\$ -			
66	L-109	RELOCATE CONSTANT CURRENT REGULATOR	0	EA		\$ -		\$ -			
67	L-109	RELOCATE 18KW CONSTANT CURRENT REGULATOR	0	EA		\$ -		\$ -			
68	L-109	RELOCATE 18KW CONSTANT CURRENT REGULATOR	0	EA		\$ -		\$ -			
69	L-109	L-854 RADIO RECEIVER	0	EA		\$ -		\$ -			

69	L-109	L-621 LIGHTING CONTROL PANEL WITH ENCLOSURE, ROTARY & TOGGLE SWITCHES, RELAYS AND CONTRACTORS	0	EA		\$ -		\$ -			
69	L-110	1 WAY 2-INCH SCHEDULE 40 PVC CONDUIT - DIRECT EARTH BURIED	6,766	LF	3.00	\$ 20,298.00	2.30	\$ 22,110.00		\$5.00	\$33,500.00
70	L-110	1 WAY 2-INCH SCHEDULE 40 PVC CONDUIT - CONCRETE ENCASED	0	LF		\$ -		\$ -			
71	L-110	2 WAY 2-INCH SCHEDULE 40 PVC CONDUIT - CONCRETE ENCASED	125	LF	10.00	\$ 1,250.00	11.00	\$ 1,375.00		\$35.00	\$4,375.00
72	L-110	4 WAY 4-INCH SCHEDULE 40 PVC CONDUIT - CONCRETE ENCASED	399	LF	50.00	\$ 19,950.00	55.00	\$ 21,900.00		\$65.00	\$19,500.00
73	L-110	1 WAY 4-INCH SCHEDULE 40 PVC CONDUIT - CONCRETE ENCASED	0	LF		\$ -		\$ -			
74	L-111	CONSTRUCTION OF PREFABRICATED CONCRETE BUILDING AND FOUNDATION IN PLACE	0	EA		\$ -		\$ -			
75	L-112	4 WAY 4-INCH SCHEDULE 80 PVC CONDUIT - DIRECTIONAL DRILL	0	LF		\$ -		\$ -			
76	L-112	1 WAY 4-INCH SCHEDULE 80 PVC CONDUIT - DIRECTIONAL DRILL	0	LF		\$ -		\$ -			
77	L-115	JUNCTION CAN PLAZA - 2 L-8670 BASE CANS	2	EA	3,000.00	\$ 6,000.00	3,300.00	\$ 6,600.00		\$2,500.00	\$5,000.00
78	L-115	JUNCTION CAN PLAZA - 4 L-8670 BASE CANS	3	EA	8,000.00	\$ 24,000.00	8,800.00	\$ 26,400.00		\$3,500.00	\$19,500.00
79	L-125	L-8611 LED TAXIWAY EDGE LIGHT - BASE MOUNTED	85	EA	1,400.00	\$ 119,000.00	1,540.00	\$ 130,960.00		\$1,500.00	\$127,560.00
80	L-125	L-8611 LED TAXIWAY EDGE LIGHT - BASE MOUNTED IN TURF	0	EA		\$ -		\$ -			
81	L-125	L-8611 LED TAXIWAY EDGE LIGHT - BASE MOUNTED IN SHOULDER PAVEMENT	0	EA		\$ -		\$ -			
82	L-125	L-8586(1) LED SIGN, 1-MODULE	2	EA	7,000.00	\$ 14,000.00	7,700.00	\$ 15,400.00		\$4,000.00	\$8,000.00
83	L-125	L-8586(1) LED SIGN, 2-MODULE	1	EA	8,000.00	\$ 8,000.00	8,800.00	\$ 8,800.00		\$5,000.00	\$5,500.00
84	L-125	L-8586(1) LED SIGN, 3-MODULE	3	EA	10,000.00	\$ 30,000.00	11,000.00	\$ 33,000.00		\$6,500.00	\$19,500.00
85	L-125	RELOCATE EXISTING REL. ON NEW FOUNDATIONS	0	EA		\$ -		\$ -			
<b>TOTAL ADD ALTERNATE 1 BID</b>											
						\$ 1,831,488.00		\$ 2,164,768.07			\$1,400,175.00

\* ERRORS IN TOTAL AMOUNT COLUMN

**CONTRACT FORM**

THIS AGREEMENT is dated the 5<sup>th</sup> day of Nov in the year 2018 by and between Washington County (hereinafter called Owner) and **BARNHILL CONTRACTING COMPANY**, (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. NOTICE.**

**TAKE NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE LAWS OF THE STATE OF NORTH CAROLINA.**

**This same Notice shall be placed on all contracts, subcontracts, purchase orders, agreements and bonds relating to this Project or the Work.**

**Article 2. WORK.**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the **Parallel Taxiway Project** and includes pavement removal, grading, drainage, paving, aggregate base course placement, electrical, marking and seeding and mulching.

**Article 3. ENGINEER.**

The Project has been designed by:

**AVCON, INC.**  
13801 Reese Blvd.  
Suite 160  
Huntersville, NC 28078  
Phone: (704) 954-9008

who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 4. CONTRACT TIME.**

- 4.1 The Work will be completed and ready for final payment within the time specified in Section 01010 as described in Contract Drawings for Final Acceptance in accordance with General Provisions, Paragraph 50-15.
- 4.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time and phases described in these Contract documents. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amounts stipulated in Section 01010 for each calendar day that expires after the time specified.

- 4.3 Contractor further understands and hereby expressly agrees that in addition to liquidated damages specified in Article 4.2 above, to pay Owner the actual costs to Owner for any inspector or inspectors necessarily employed by OWNER on the Work and the actual costs to Owner for Engineer's observation of construction and project representative services including all travel and subsistence expenses after the date specified for the project completion until the Work is completed and ready for final payment. Further, Contractor agrees that the sums to be paid Owner may be deducted from the sum due Contractor for work performed as provided in Section 90 of the General Provisions.

**Article 5. CONTRACT PRICE.**

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, Unit Prices submitted on **August 10, 2018** and per Unit Bid Prices times the actual approved and accepted quantities with initial contract amount of **\$ 8,165,778.00.**

**Article 6. PAYMENT PROCEDURES.**

Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit more than one (1) Application for Payment per month. Applications for Payment will be processed by Engineer as provided in the General Provisions.

- 6.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, within thirty (30) days after receipt of Contractor's verified and approved Application for Payment. All progress payments will be on the basis of the progress of the Work based on the number of units completed as determined by Engineer.
- 6.1.1. Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions  
90% of Work completed as determined by Engineer.  
90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions).
- 6.1.2 With each application (excluding the first pay application) for payment, Contractor shall submit a certified report stating that each Subcontractor has been paid for 90% of the bid item quantities and/or any stored materials as approved for payment by Engineer in all previous applications for payment.
- 6.1.3 With each application for payment, Contractor shall submit an updated CPM schedule delineating activities completed and those remaining to be completed. Additionally, he needs to identify any logic changes made since submission of his first (baseline) CPM schedule. Detailed Bar Chart, Network Diagram and Standard Report for all activities are required and shall be submitted.
- 6.1.4 With each application for payment, Contractor shall submit a Certified Sales Tax Report. This report must be current within 14 days of the requested Application for Payment.
- 6.1.5 With each application for payment Contractor shall submit the Certified Payroll Report for

his organization as well as all of his Subcontractors. This Report must be current within 14 days of the requested Application for Payment.

- 6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 90-08 of the General Provisions.

**Article 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including the General Provisions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

**Article 8. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 8.1 This Agreement (pages C-1 to C-5, inclusive).
- 8.2 Performance, Payment and other Bonds consisting of pages PB-1&2 and LB 1&2, inclusive.
- 8.3 General Provisions, Supplementary Conditions and General Requirements.



- 8.4 Technical Specifications as listed in table of contents of the Project Manual.
- 8.5 Drawings, with each sheet bearing the following general title:  
**PARALLEL TAXIWAY PROJECT.**
- 8.6 Addendum Number 1 to 4.
- 8.7 Contractor's Bid (pages B-1 to B-15, inclusive).
- 8.8 Documentation submitted by Contractor prior to Notice of Award consisting of:  
AV509/510, Bid Bond, Insurance Certificate.
- 
- 

There are no Contract Documents other than those listed in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Section 40 of the General Provisions.

**Article 9. Miscellaneous.**

- 9.1 Terms used in this Agreement, which are defined in Section 10 of the General Provisions will have the meanings indicated in the General Provisions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**Article 10 OTHER PROVISIONS.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in five counterparts. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This agreement will be effective on \_\_\_\_\_.

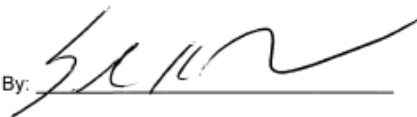
OWNER

CONTRACTOR

Washington County

BARNHILL CONTRACTING COMPANY

By: \_\_\_\_\_

By:  \_\_\_\_\_

(Corporate Seal)

ATTEST: \_\_\_\_\_

ATTEST: Thomas S. Brooks

Address for giving notices:

Washington County  
120 Adams St.  
Plymouth, NC 29762

Address for giving notices:

Barnhill Contracting Company  
1304 US 17 South  
Elizabeth City, NC 27909

Approved as to Form:

By: \_\_\_\_\_

Commissioner Phelps said that if he understands correctly, the County will be giving up \$600,000 to get \$6.4M equaling the \$7M. Mr. Potter said that is correct.

**Commissioner Sexton made a motion to do the following:**

- 1. Approve the relinquishment of NPE funds as described within the email from Ron McCollum dated 10/25/18**

**2. Approve the contingent award of the construction contract to Barnhill Contracting Company as the lowest responsible responsive bidder subject to the following conditions being met:**

**a. Receipt of written confirmation from the appropriate state/federal authority committing enough sufficient funds in total to cover the total bid contract price; and**

**b. Management's satisfaction and final approval with the terms and conditions of the proposed construction contract and any other supplemental information requested from Barnhill, AVCON, or the NCDOT Division of Aviation deemed necessary or desirable in Management's opinion.**

**3. Authorize the County Manager and/or Finance Officer upon satisfaction of the foregoing contingencies to execute any and all necessary documents related to awarding the contract as described herein, including without limitation the proposed construction contract.**

**4. Authorize the County Manager to approve any change orders that may be requested by the contractor without further approval being required of the Board of Commissioners if such change orders are within the overall project budget.**

**Commissioner Riddick seconded, motion carried unanimously.**

CONFLICT OF INTEREST POLICY: Mr. Potter spoke to the Commissioners on this item.

# 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.



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

ADMINISTRATION STAFF:

CURTIS S. POTTER  
COUNTY MANAGER/ COUNTY ATTORNEY  
cpotter@washconc.org

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

### AGENDA ITEM MEMO

**MEETING DATE:** November 5<sup>th</sup>, 2018 **ITEM: 10**

**SUBJECT:** Conflict of Interest Policy

**DEPARTMENT:** Finance

**FROM:** Curtis S. Potter, County Manager/County Attorney (CM/CA)

**ATTACHMENTS:**

**A- Proposed Uniform Guidance Conflict of Interest Policy for Washington County (2pgs)**

**PURPOSE:** To adopt a formal conflict of interest policy in order to comply with applicable requirements of the federal Uniform Guidance standards applicable to federal procurement.

**BACKGROUND:** Staff recently made this board aware of certain new federal Uniform Guidance standards that went into effect for Washington County on July 1, 2018 with regard to procurement policies related to certain federal funding.

When spending federal award funds, local governments are required to adopt written policies governing conflicts of interest and gifts. 2 C.F.R. § 200.318(c)(1).

Upon review, it appears that while the Board has adopted an ethics policy, and has adopted various conflicts of interest policies for specific projects, it has not adopted a stand-alone conflict of interest policy compliant with the applicable Uniform Guidance standards.

The attached proposed policy contains language found in the relevant sections of the Uniform Guidance, 2 C.F.R. Part 200, relating to conflicts of interest and gifts and is based on a sample policy created by Norma Houston of the UNC School of Government.

**RECOMMENDATION(S):**

1. Review and adopt the proposed policy.

**Uniform Guidance Conflict of Interest Policy  
For Washington County  
Adopted November 5<sup>th</sup>, 2018**

**I. Purpose**

The purpose of this policy is to establish conflicts of interest guidelines that meet or exceed the requirements under state law and local policy when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects paid for in part or whole by federal funds and required under 2 C.F.R. § 200.318(c)(1).

**II. Policy**

This policy applies when procuring goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects funded in part or whole with federal financial assistance (direct or reimbursed). This policy also applies to any subrecipient of the funds.

The employee responsible for managing the federal financial assistance award shall review the notice of award to identify any additional conflicts of interest prohibitions or requirements associated with the award, and shall notify all employees, officers, and agents, including subrecipients, of the requirements of this policy and any additional prohibitions or requirements.

**A. Conflicts of Interest.** In addition to the prohibition against self-benefiting from a public contract under G.S. 14-234, no officer, employee, or agent of Washington County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.

A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:

1. the employee, officer, or agent involved in the selection, award, or administration of a contract;
2. any member of his or her immediate family;
3. his or her partner; or
4. an organization which employs or is about to employ any of these parties.

Any officer, employee, or agent with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor. Any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

**B. Gifts.** In addition to the prohibition against accepting gifts and favors from vendors and contractors under G.S. 133-32, officers, employees, and agents of Washington County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Items of nominal value valued at less than \$25.00 which fall into one of the following categories may be accepted unless otherwise prohibited by applicable laws:

1. promotional items;
2. honorariums for participation in meetings; or
3. meals furnished at banquets.

Any officer, employee or agent who knowingly accepts an item of nominal value allowed under this policy shall report the item to his or her immediate supervisor.

### **III. Violation**

Employees violating this policy will be subject to discipline up to and including termination. Contractors violating this policy will result in termination of the contract and may not be eligible for future contract awards.

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

**Commissioner Walker made a motion to approve and adopt the Conflict of Interest Policy as presented above. Commissioner Phelps seconded, motion carried unanimously.**

UTILITY RELOCATION AGREEMENTS: CHERRY BRIDGE: Mr. Potter spoke to the Board on this item.

COUNTY OF WASHINGTON  
BOARD OF COMMISSIONERS

COMMISSIONERS:  
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JENNIFER C. RIDDICK  
JULIUS WALKER, JR.



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

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CLERK TO THE BOARD  
jbennett@washconc.org

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**AGENDA ITEM MEMO**

**MEETING DATE:** November 5<sup>th</sup>, 2018 **ITEM: 10(a)**  
**SUBJECT:** Utility Relocation Agreements: Cherry Bridge  
**DEPARTMENT:** Utilities  
**FROM:** Curtis S. Potter, County Manager/County Attorney (CM/CA)

**ATTACHMENTS:**

- A- Cover Letter re Cherry Road Water Main Relocation from Rivers & Associates (11/1/18) (1pg)
- B- EJCDC E-500, Agreement Between Owner and Engineer for Professional Services
- C- Cover Letter re Cherry Road Water Main Relocation from Rivers & Associates (11/1/18) (2pgs)
- D- Utility Preliminary Engineering Agreement 44614
- E- Utility Relocation Agreement 44614
- F- Budget Amendment BA2019-030
- G- NCGS § 136-27.1

**PURPOSE:** To authorize Management and the Utilities Department to proceed as quickly as possible with relocating currently damaged utilities located at the Cherry Bridge near Creswell, NC by:

1. Approving all three of the agreements and the budget amendment referenced above; and
2. Declaring that the damaged utility line potentially threatens the health and safety of citizens it serves, and that its relocation should be considered and treated for contractual/bidding purposes as a bona fide emergency, and should be expedited to the fullest extent permitted by law; and
3. Authorizing Management to execute the agreements and any and all necessary and related instruments.

**BACKGROUND:** Per NCGS § 136-27.1, Washington County is required to provide for the relocation of its own utility lines whenever required by the NC Department of Transportation in connection with certain construction projects, including without limitation NC DOT bridge replacement projects. NCGS § 136-27.1 also requires NC DOT to reimburse Washington County for the non-betterment costs of such relocation including necessary engineering and construction costs.

In the spring of 2017, Rivers & Associates was selected under an RFP to provide general engineering services in connection with utility relocations. Two separate sets of utility relocation project contracts to utilize Rivers & Associates in connection with NC DOT's replacement of bridges on both Mackeys Road and Cross Road were previously approved by the Board. The Cherry Bridge utility relocation project referenced herein also falls within the scope of general services which Rivers & Associates was recently selected to provide.

NC DOT unexpectedly damaged a Washington County water main serving numerous customers in the Creswell, NC area during its recent replacement of the Cherry Bridge. The WC Utilities Department with assistance from Tyrrell County Utilities was able to temporarily reconnect the damaged water main using a much smaller line suspended below the new bridge which bypasses the damaged section of water main.

However this solution is not adequate to provide sufficient pressure to the eastern end of Washington County, and constant remedial measures and associated man hours, are required to flush and maintain water quality in those areas relying upon the inadequate pressure supplied by the bypass line, until a permanent relocation is completed.

Furthermore, due to its location within the river itself, the integrity of the temporary bypass line is constantly threatened by the possibility of collision from river debris, and is threatened by the quickly approaching winter temperatures that may cause the line to freeze.

For the foregoing reasons, Management in consultation with WC Utilities and Rivers & Associates believes the immediate relocation of the specific utilities described constitutes a bona fide emergency justifying the use of emergency contracting/bidding methods to the extent permitted by law. If so declared by the Board, Management intends to seek NC DOT's approval to immediately select and utilize the same contractor (Herring Rivernark) presently still engaged under the previously approved Mackeys Road utility relocation project in order to perform the utility relocation services as quickly as possible.

**FINANCIAL IMPACT:** None expected. The attached agreements reflect a total potential project costs and 100% reimbursement to Washington County of \$127,355.53 consisting of \$14,543.95 for prelim engineering, \$36,198.58 for construction engineering; \$74,613.00 for construction; and \$2,000.00 for admin/legal expenses.

**RECOMMENDATION(S):**

1. Approve all three of the attached agreements and the attached budget amendment:
  - a. EJCDC E-500, Agreement Between Owner and Engineer for Professional Services;
  - b. Utility Preliminary Engineering Agreement 44614;
  - c. Utility Relocation Agreement 44614
  - d. Budget Amendment BA2019-030
2. Declare that the damaged utility line constitutes and should be treated for contracting/bidding purposes as a bona fide emergency
3. Authorize Management to cause the specific agreements referenced above (as may be modified for the additional benefit of Washington County) together with any additional instruments reasonably required to facilitate the relocation of the utilities described therein, and to obtain full reimbursement for the costs thereof from the NC Department of Transportation, to be executed on behalf of Washington County and delivered to any and all appropriate parties. Such additional instruments may include without limitation any change orders for the project which do not exceed its budgeted scope.





ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

"Celebrating 100 Years of Service" 1918-2018

November 1, 2018

Mr. Curtis S. Potter, County Manager/County Attorney  
Washington County  
116 Adams Street  
Plymouth, NC 27962



**SUBJECT:** Washington County  
Cherry Road Water Main Relocation  
Rivers File 2018107 B

Washington County Manager's Office

Dear Mr. Potter:

Enclosed for approval and execution between Washington County and Rivers & Associates, Inc., please find two (2) signed originals of *EJCDC E-500, Agreement Between Owner and Engineer for Professional Services* for the subject project. The scope of this work includes Engineering and Resident Project Representative Services for which the fee distribution stipulated therein is as follows:

<u>Phase</u>	<u>Fee Basis</u>	<u>Estimated Fee</u>
Preliminary Design Phase	Lump Sum	\$ 5,160.17
Final Design Phase	Lump Sum	\$ 9,383.78
Construction Phase	Hourly Estimate	\$ 11,013.79
Resident Project Representative	Hourly Estimate	\$ 25,184.79
<b>TOTAL</b>		<b>\$ 50,742.53</b>

Following approval, please execute both Agreements as indicated and return one (1) original for our file.

We appreciate the opportunity to provide engineering services to Washington County. If you have any questions, please do not hesitate to contact me.

Sincerely,

Frederick L. Stowe, P.E.  
Project Manager

Enclosures

cc: Mr. Doremus Luton, Washington County  
File w/ encl.



ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

"Celebrating 100 Years of Service" 1918-2018

November 1, 2018

Mr. Curtis S. Potter, County Manager/County Attorney  
Washington County  
116 Adams Street  
Plymouth, NC 27962



Washington County Manager's Office

**SUBJECT:** Washington County  
Cherry Road Water Main Relocation  
Rivers File 2018107 B

Dear Mr. Potter:

Please find enclosed the necessary Utility Preliminary Engineering Agreement and Utility Relocation Agreement for the relocation of the existing 6" water main along SR 1155 (Cherry Road) associated with the North Carolina Department of Transportation (NCDOT) TIP No. 44614, Replacement of Washington County Bridge No. 26 over the Scuppernon River. The preliminary design and cost estimate are based on relocating approximately 570 linear feet of existing 6" water main with approximately 400 linear feet of 6" Fusible C900 PVC water main installed by directional boring and approximately 170 linear feet of 6" restrained joint ductile iron pipe and associated appurtenances.

Because the existing water main was damaged during construction of the proposed bridge construction, total relocation of the water main in the vicinity is necessary. As shown, the total project cost, including associated engineering fees, expenses reimbursable to Washington County and estimated construction cost, is estimated to be \$127,355.53, itemized as follows:

	Estimated Cost
Preliminary Engineering	\$ 14,543.95
Construction Engineering	\$ 36,198.58
Construction Cost (includes 10% contingency)	\$ 74,613.00
<u>Washington County Expenses</u>	<u>\$ 2,000.00</u>
<b>Total Estimated Project Cost</b>	<b>\$ 127,355.53</b>

Please note that the engineering fees are based on utilizing drawings and data prepared by NCDOT as the base drawings and a construction contract time of 45 days based on similar projects successfully completed. Estimated fees for field/easement surveys and mapping are not included because information provided on the NCDOT drawings appears to be sufficient and additional easements should not be needed. Surveying services may be added later if it becomes necessary. Furthermore, no fees for Bidding and Negotiating Phase Services are included because construction will be implemented by adding this work to the existing Contract for the Mackys Road

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Mr. Curtis Potter  
November 1, 2018  
Page 2

Water Main Relocation with Hendrix-Barnhill Co., Inc. by change order. As you are aware, this was previously authorized by NCDOT due to the emergency nature of this relocation.

The Construction Cost estimate is based on existing unit prices bid by Hendrix-Barnhill for the Mackeys Road Water Main Relocation. Due to the large number of customers that could be adversely impacted by disruption of service in the vicinity, it has been recommended that an Inserta Valve be installed in the existing water main at each end of the relocation. The price quotation provided by Hendrix-Barnhill was \$7,600.00 per each valve. Incorporation of the Inserta Valves will eliminate the need to disrupt water service or issue a boil water notice to customers in the project vicinity.

Please note that we have included reimbursement to Washington County in the Construction URA for the cost associated with legal and administrative costs for permit fees and legal review of various agreements and contracts associated with the project.

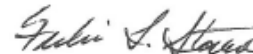
Enclosed for execution between Washington County and NCDOT for the subject project, please find two (2) originals of the following documents:

- *Utility Preliminary Engineering Agreement* with attached *Estimated Cost of Preliminary Engineering*
- *Utility Relocation Agreement* with attached *Estimated Cost of Construction Engineering, Preliminary Construction Cost Estimate* and preliminary design drawing

Following execution of these documents by Washington County, please return all originals to us for further processing and distribution. Upon receipt of the approved and fully executed URA's from NCDOT, we will deliver the associated *Agreement Between Owner and Engineer for Professional Services* to you for approval and execution by Washington County.

We appreciate the opportunity to provide these engineering services to Washington County. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,



Frederick L. Stowe, P.E.  
Project Manager

Enclosures

cc: Mr. Doremus Luton, Washington County  
Mr. Gerard Mombaerts, NCDOT  
File, w/ encls.

Washington County  
**BUDGET AMENDMENT**

**To:** Board of Commissioners

**BA #: 2019 - 030**

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

**Date:** November 5, 2018

**RE:** DOT Utility Relocation Reimbursement - Cherry Road Bridge

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

Account Code	Description	Old	+ or (-)	New
35-3810-000	DOT Utility Relocation Reimbursements	(366,959.00)	(127,356.00)	(494,315.00)
35-7130-380	DOT Utility Relocation Reimbursements	366,959.00	127,356.00	494,315.00
<b>DOT Utility Relocation Reimbursements</b>				
<b>Balanced:</b>		-	-	-

**Justification:**

*To budget additional monies needed to complete the Cherry Road Bridge DOT Utility Relocation Project. Expenses are 100% reimbursable by DOT.*

**Approval Date:** \_\_\_\_\_

**Bd. Clerk's Init:** \_\_\_\_\_

**Initials:**

--

**Batch #:**

--

**Date:**

--

**§ 136-27.1. Relocation of water and sewer lines of municipalities, nonprofit water or sewer corporations or associations, and local boards of education.**

(a) The Department of Transportation shall pay the nonbetterment cost for the relocation of water and sewer lines, located within the existing State transportation project right-of-way, that are necessary to be relocated for a State transportation improvement project and that are owned by: (i) a municipality with a population of 10,000 or less according to the latest decennial census; (ii) a nonprofit water or sewer association or corporation; (iii) any water or sewer system organized pursuant to Chapter 162A of the General Statutes; (iv) a rural water system operated by a County as an enterprise system; (v) any sanitary district organized pursuant to Part 2 of Article 2 of Chapter 130A of the General Statutes; (vi) constructed by a water or sewer system organized pursuant to Chapter 162A of the General Statutes and then sold or transferred to a municipality with a population of greater than 10,000 according to the latest decennial census; or (vii) a local board of education.

(b) A municipality with a population of greater than 10,000 shall pay a percentage of the nonbetterment cost for relocation of water and sewer lines owned by the municipality and located within the existing State transportation project right-of-way that are necessary to be relocated for a State transportation improvement project. The percentage shall be based on the municipality's population, with the Department paying the remaining costs, as follows:

- (1) A municipality with a population of greater than 10,000, but less than 25,000, shall pay twenty-five percent (25%) of the cost.
- (2) A municipality with a population of 25,000 or greater, but less than 50,000, shall pay fifty percent (50%) of the cost.
- (3) A municipality with a population of 50,000 or greater shall pay one hundred percent (100%) of the cost. (1983 (Reg. Sess., 1984), c. 1090; 1985, c. 479, s. 186(a); 1985 (Reg. Sess., 1986), c. 1018, s. 11; 1993 (Reg. Sess., 1994), c. 736, s. 1; 1995, c. 33, s. 1; c. 266, s. 1.1; 2009-266, s. 11; 2015-111, s. 1; 2015-241, s. 29.20(a).)

Commissioner Phelps asked if there is a timeline on this project. Mr. Doremus Luton said not yet but he will try to get one. Mr. Luton said he wants it done as quickly as possible so the lines don't freeze as the weather starts turning colder.

**Commissioner Phelps made a motion to do the following:**

1. **Approve all three of the attached agreements and the attached budget amendment:**
  - a. **EJCDC E-500, Agreement Between Owner and Engineer for Professional Services;**
  - b. **Utility Preliminary Engineering Agreement 44614;**
  - c. **Utility Relocation Agreement 44614**
  - d. **Budget Amendment BA2019-030**
2. **Declare that the damaged utility line constitutes and should be treated for contracting/bidding purposes as a bona fide emergency**
3. **Authorize Management to execute the specific agreements referenced above (as may be modified for the additional benefit of Washington County) together with any additional instruments reasonably required to facilitate the relocation of the utilities described therein, and to obtain full reimbursement for the costs thereof from the NC Department of Transportation, to be executed on behalf of**

**Washington County and delivered to any and all appropriate parties. Such additional instruments may include without limitation any change orders for the project which do not exceed its budgeted scope.**

**Commissioner Riddick seconded, motion carried unanimously.**

BOARDS & COMMITTEES: Ms. Bennett spoke to the Board about the following committee appointment.

**Albemarle Commission: Washington County Joint Community Advisory Committee**

Ms. Julie Phelps has completed the Advisory Committee Training required by GS 131D-32 and has been designated by the Office of the State Ombudsman to serve as a member of the Washington County Joint Community Advisory Committee for a one year term. The Albemarle Commission Area Agency on Agency has requested that the Washington County Board of Commissioners appoint Ms. Phelps to serve on this committee. Ms. Phelps has agreed to serve if appointed.

The Commissioners asked Ms. Bennett to send them information about how these members are chosen.

**Commissioner Walker made a motion to approve the appointment of Ms. Julie Phelps as presented above. Commissioner Sexton seconded, motion carried unanimously.**

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

Washington County  
**BUDGET TRANSFER**

**To:** Board of Commissioners

**BT #: 2019 - 022**

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

**Date:** October 24, 2018

**RE:** Soil & Water/TTA

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


Account Code	Description	Old	+ or (-)	New
10-6060-390	Soil & Water-Dues & Subscriptions	1,000.00	(200.00)	800.00
10-6060-380	Soil & Water-Advertising	150.00	200.00	350.00
<b>Soil &amp; Water</b>				
63-4970-370	Marketing & Advertising-Admin	10,000.00	(2,378.00)	7,622.00
63-4960-040	Living History	2,500.00	2,378.00	4,878.00
<b>TTA</b>				
<b>Balanced:</b>		<b>13,650.00</b>	-	<b>13,650.00</b>

**Justification:**

*To transfer monies within Soil & Water to cover greater than expected advertising costs. To transfer monies within Travel and Tourism to cover the costs associated with the grant for Living History that did not get forwarded to Finance and paid prior to June 30, 2018. Approved by TTA Board 10/23/18.*

**Approval Date:** \_\_\_\_\_

**Budget Officer's Initials:** \_\_\_\_\_

<b>Initials:</b>	
<b>Batch #:</b>	2019-022
<b>Date:</b>	10/26/18

Washington County  
**BUDGET AMENDMENT**

**To:** Board of Commissioners

**BA #: 2019 - 023**

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

**Date:** November 5, 2018

**RE:** TTA

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

Account Code	Description	Old	+ or (-)	New
63-3990-000	Fund Balance Appropriation - TTA	-	(4,000.00)	(4,000.00)
63-4960-401	TTA - Brochure Reprint	3,000.00	4,000.00	7,000.00
<b>TTA</b>				
<b>Balanced:</b>		<b>3,000.00</b>	<b>-</b>	<b>3,000.00</b>

**Justification:**

*To appropriate TTA Fund Balance to cover the costs to print updated TTA Brochures. Approved by TTA Board 10/23/18.  
(See attachment)*

**Approval Date:** \_\_\_\_\_

**Bd. Clerk's Init:** \_\_\_\_\_

<b>Initials:</b>	
<b>Batch #:</b>	
<b>Date:</b>	





October 26, 2018

Dear Commissioners,

At our recent Washington County Travel & Tourism meeting on October 23<sup>rd</sup>, the TTA Board voted unanimously to print 20,000 new Washington County brochures for \$6,469.05. We only have \$3,000 budgeted for the current fiscal year.

The TTA Board is requesting an additional \$4,000 be transferred from the TTA Fund Balance to print the 20,000 new Washington County brochures. We have been budgeting \$3,000 per year for the last three years for brochure reprint but have not spent those allocated funds. So, each year the unspent money has gone into Fund Balance. Our estimated Fund Balance is \$10,208.

Thank you for your support.

Sincerely,

A handwritten signature in cursive script that reads "Tom Harrison".

Tom Harrison

Director, Washington County Travel & Tourism Authority

Washington County  
**BUDGET AMENDMENT**

To: Board of Commissioners

BA #: 2019 - 024

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

Date: November 5, 2018

RE: Facility Services/Sheriff/Detention/Emergency Management/SS Admin/Communications

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

Account Code	Description	Old	+ or (-)	New
10-4265-010	Facility Services - Salaries & Wages - Regular	166,177.00	(144.00)	166,033.00
10-4265-031	Facility Services - Salaries & Wages - Overtime	335.00	144.00	479.00
10-3353-000	Insurance Proceeds	-	(8,063.00)	(8,063.00)
10-4265-256	Facility Services - Insurance Claims	-	8,063.00	8,063.00
<b>Facility Services</b>				
10-3540-020	Gun Permits Discretionary-County Portion	(1,165.00)	(140.00)	(1,305.00)
10-4310-611	Gun Permits Discretionary-County Portion	10,650.00	140.00	10,790.00
10-3540-030	Gun Permits-State Portion	(1,325.00)	(165.00)	(1,490.00)
10-4310-612	Gun Permits-State Portion	2,880.00	165.00	3,045.00
10-3540-040	Finger Printing	(220.00)	(90.00)	(310.00)
10-4310-613	Finger Printing	601.00	90.00	691.00
<b>Sheriff</b>				
10-4320-010	Detention - Salaries & Wages - Regular	362,830.00	(9,000.00)	353,830.00
10-4320-031	Detention - Salaries & Wages - Parttime	10,000.00	9,000.00	19,000.00
<b>Detention</b>				
10-3480-080	EM Donations - Emergency Response Banquet	-	(445.00)	(445.00)
10-4330-400	EM Donations - Emergency Response Banquet	938.00	445.00	1,383.00
<b>Emergency Management</b>				
10-3500-081	DSS Community Donations-Christmas	(33.00)	(34.00)	(67.00)
10-5310-258	DSS Community Donations-Christmas	426.00	34.00	460.00
<b>SS Admin</b>				
10-5911-031	Communications - Salaries & Wages - Parttime	45,000.00	(10,000.00)	35,000.00
10-5911-030	Communications - Salaries & Wages - Overtime	20,000.00	10,000.00	30,000.00
<b>Communications</b>				
<b>Balanced:</b>		<b>617,094.00</b>	<b>-</b>	<b>617,094.00</b>

**Justification:**

*To transfer monies from within facility services from Regular Salaries to Overtime to cover the payout for an employee exceeding the maximum 240 comp hours. To budget insurance proceeds in facility services for the July lightning strike and a dog strike to a Deputy's car. To budget additional revenue for gun permitting and fingerprinting. To transfer monies within Detention from Regular Salaries to Parttime due to employee turnover and training. To budget donations received for the Emergency Response Banquet. To budget donations made to DSS for their empty stocking fund. To transfer monies within Communications from parttime salaries to overtime due to employee turnover and training.*

Approval Date: \_\_\_\_\_

Bd. Clerk's Init: \_\_\_\_\_

Initials:	
Batch #:	
Date:	

Washington County  
**BUDGET AMENDMENT**

To: Board of Commissioners

BA #: 2019 - 025

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

Date: November 5, 2018

RE: Drainage/Landfill/Water Operations

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

Account Code	Description	Old	+ or (-)	New
30-3951-000	Stream Debris Removal Alloc From State	(184,397.00)	(26,000.00)	(210,397.00)
30-3990-000	Appropriated Watershed Fund Balance	(36,000.00)	(447.00)	(36,447.00)
30-8000-350	Stream Debris Removal Alloc From State	210,397.00	26,447.00	236,844.00
<b>Drainage</b>				
33-7400-010	Landfill - Salaries & Wages - Regular	60,243.00	(10,000.00)	50,243.00
33-7400-031	Landfill - Salaries & Wages - Parttime	-	10,000.00	10,000.00
<b>Landfill</b>				
35-7130-010	Water Operations - Salaries & Wages - Regular	204,406.00	(8,000.00)	196,406.00
35-7130-031	Water Operations - Salaries & Wages - Parttime	-	8,000.00	8,000.00
<b>Water Operations</b>				
<b>Balanced:</b>		<b>254,649.00</b>	<b>-</b>	<b>254,649.00</b>

**Justification:**

*To budget additional grant monies from the state and appropriate additional Drainage Fund Balance to correct the previous amount budgeted - when the contract was received, the amount was different than what we had anticipated. To transfer monies within Landfill from regular salaries to parttime due to staff turnover and parttime help being contracted. To transfer monies from Water Operations regular salaries to parttime to due to staff turnover and the need to keep the previous fulltime employees on parttime to help train new staff.*

Approval Date: \_\_\_\_\_

Bd. Clerk's Init: \_\_\_\_\_

Initials: 



  
 Batch #: 



  
 Date:

Washington County  
**BUDGET AMENDMENT**

**To:** Board of Commissioners

**BA #:** 2019 - 026

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

**Date:** November 5, 2018

**RE:** Contingency/Hurricane Florence

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

Account Code	Description	Old	+ or (-)	New
10-9990-000	Contingency	7,832.00	(6,475.00)	1,357.00
10-4332-031	Hurricane Florence - Salaries & Wages-Overtime	-	3,809.00	3,809.00
10-4332-090	Hurricane Florence - FICA	-	282.00	282.00
10-4332-100	Hurricane Florence - Retirement	-	537.00	537.00
10-4332-101	Hurricane Florence - 401K	-	115.00	115.00
10-4332-600	Hurricane Florence - Contracted Services	-	1,732.00	1,732.00
<b>Contingency/Hurricane Florence</b>				
<b>Balanced:</b>		<b>7,832.00</b>	<b>-</b>	<b>7,832.00</b>

**Justification:**

*To transfer monies from Contingency to Hurricane Florence Lines to cover the costs associated with Hurricane Florence not reimbursed by FEMA due to not being declared.*

**Approval Date:** \_\_\_\_\_

**Bd. Clerk's Init:** \_\_\_\_\_

<b>Initials:</b>	
<b>Batch #:</b>	
<b>Date:</b>	

Washington County  
**BUDGET AMENDMENT**

To: Board of Commissioners

BA #: 2019 - 027

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

Date: November 5, 2018

RE: SS Admin

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

Account Code	Description	Old	+ or (-)	New
10-5310-310	SS Admin - Travel	12,100.00	(2,000.00)	10,100.00
10-5310-315	SS Admin - Training	25,500.00	(6,000.00)	19,500.00
10-5310-350	SS Admin - Maintenance & Repair-Building	25,000.00	8,000.00	33,000.00
<b>SS Admin</b>				
<b>Balanced:</b>		<b>62,600.00</b>	<b>-</b>	<b>62,600.00</b>

**Justification:**

*This request is to increase the line for Repairs and Maintenance for the Building, as we are in need of upgrading our server to prevent future impacts from cyber attacks. We are implementing a process of installing managed switches on the server in the agency to allow each unit to be segregated from the other parts of the server in the event of a cyber attack. This will limit the impact of possible security breaches and protect the data housed in the server. This will ultimately reduce down time and the amount of scan time to ensure the data in the agency is not breached. Since several trainings and meetings around the state have been cancelled as a result of Hurricane Florence, we are requesting to move funds that were earmarked for the Social Services Institute and other trainings to the line for Repairs and Maintenance of the Building. All of these lines are 50% reimbursable and will not impact revenues.*

Approval Date: \_\_\_\_\_

Bd. Clerk's Init: \_\_\_\_\_

Initials:	
Batch #:	
Date:	

**Commissioner Sexton made a motion to approve BA#2019-022, BA#2019-023, BA#2019-024, BA#2019-025, BA#2019-026 and BA#2019-27 . Commissioner Walker seconded, motion carried unanimously.**

**OTHER ITEMS BY CHAIR, COMMISSIONERS, COUNTY MANAGER, COUNTY MANAGER/COUNTY ATTORNEY OR CLERK:**

Commissioner Phelps stated that tomorrow is Election Day. The polls are open from 6:30 AM to 7:30 PM. There are critical races on the ballot. Get out early and vote. Exercise your right to vote.

Ms. Bennett noted that she and Mr. Potter had a conference call with the staff at CGI. They are the ones that will be doing a free video for the County in an effort to promote economic development.

Mr. Potter said the tentative date for the Employee's Christmas luncheon is Tuesday, December 11 at the Vernon James Center. Mr. Potter's intent is to request funds for the event at the next meeting. The budget for this event has been \$1,500 for a number of years and once the fee for the location and food are factored in, there is no money left in this fund. If the Board has any thoughts on this, please contact Mr. Potter. Commissioner Phelps asked are we including DSS and the MTW Health Department. Mr. Potter said DSS has been included in the past, and the MTW Health Department usually does their own. Mr. Potter said he will send the Board the survey feedback after giving it to the Department Heads at their meeting on Wednesday, November 7. Mr. Potter did note that one change will be no soliciting for door prizes.

**Commissioner Phelps made a motion to go into Closed Session pursuant to NCGS §143-318.11(a)(6) (personnel) & NCGS §143-318.11(a)(3) (attorney-client privilege). Commissioner Riddick seconded, motion carried unanimously.**

Back in Open Session at 7:30 PM, with no further business to discuss, **Commissioner Riddick made a motion to adjourn. Commissioner Walker seconded, motion carried unanimously.**

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Chair

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