

**TENTATIVE AGENDA & MEETING NOTICE
BOARD OF COUNTY COMMISSIONERS**

**TUESDAY, JANUARY 16, 2024
5:30 P.M.**

**WATAUGA COUNTY ADMINISTRATION BUILDING
COMMISSIONERS' BOARD ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: December 19, 2023, Regular Meeting December 19, 2023, Closed Session		1
	3	APPROVAL OF THE JANUARY 16, 2024, AGENDA		7
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN TURNBOW	9
5:40	5	REQUEST FOR SUPPORT FOR NEW FACILITY ON THE WATAUGA CAMPUS OF CALDWELL COMMUNITY COLLEGE & TECHNICAL INSTITUTE (CCC&TI)	DR. MARK POARCH	11
5:45	6	WATAUGA COUNTY SCHOOLS LOTTERY AND CAPITAL IMPROVEMENT PLAN (CIP) FUNDS REQUEST	MS. LY MARZE	13
5:50	7	APP BUILDS A HOME REQUEST FOR USE OF GREEN SPACE AT HUMAN SERVICES COMPLEX	MS. SARAH GRADY MS. MARYANN SANDERS MS. ESME HERNANDEZ	23
5:55	8	PROJECT ON AGING ADULT SERVICES COALITION (ASC) GRANT APPLICATION AND ACCEPTANCE REQUEST	MS. ANGIE BOITNOTTE	27
6:00	9	CHILLER REPLACEMENT BID AWARD REQUEST	MR. ROBERT MARSH	33
6:05	10	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. LARRY WARREN	43 45
6:10	11	SANITATION MATTERS A. Trailer Purchase Request B. Disposal and Hauling Contract Renewal Request C. Request to Schedule A Public Hearing to Allow Citizen Comment on Proposed Changes to the Solid Waste and Operating Ordinance	MR. REX BUCK MR. PHILLIP HARRISON	53 61 85
6:15	12	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Budget Amendments B. Recognition of Grant Funding C. The Car Park Group, LLC, Contract Extension D. Brookshire Road Property Contracts with Modulus and Tise-Kiester Architects E. Boards and Commissions F. Announcements	MR. DERON GEOUQUE	115 117 119 123 141 145

TIME	#	TOPIC	PRESENTER	PAGE
6:20	13	BREAK		145
6:25	14	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Personnel Matters – G. S. 143-318.11(a)(6)		146
7:00	15	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

December 19, 2023, Regular Meeting

December 19, 2023, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, DECEMBER 19, 2023**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, December 19, 2023, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Turnbow called the meeting to order at 5:34 P.M. The following were present:

PRESENT: Larry Turnbow, Chairman
 Charlie Wallin, Vice-Chairman
 Todd Castle, Commissioner
 Braxton Eggers, Commissioner
 Andrea Capua, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

Chairman Turnbow stated that Commissioner Russell was not in attendance due to a family commitment.

Commissioner Castle opened with a prayer and Commissioner Eggers led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Turnbow called for additions and/or corrections to the December 5, 2023, regular minutes and closed session minutes.

Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to approve the December 5, 2023, regular meeting minutes as presented.

VOTE: Aye-4(Turnbow, Wallin, Castle, Eggers)
 Nay-0
 Absent-1(Russell)

Vice-Chairman Wallin, seconded by Commissioner Eggers, moved to approve the December 5, 2023, closed session minutes as presented.

VOTE: Aye-4(Turnbow, Wallin, Castle, Eggers)
 Nay-0
 Absent-1(Russell)

APPROVAL OF AGENDA

Chairman Turnbow called for additions and/or corrections to the December 19, 2023, agenda.

County Manager Geouque requested a “Possible Action After Closed Session” be added to the agenda.

Commissioner Castle, seconded by Vice-Chairman Wallin, moved to approve the December 19, 2023, agenda as amended.

VOTE: Aye-4(Turnbow, Wallin, Castle, Eggers)
Nay-0
Absent-1(Russell)

PUBLIC COMMENT

There was no public comment.

NORTHERN PEAKS STATE TRAIL PROGRESS REPORT

Mr. Jordan Sellers, the Northern Peaks State Trail Coordinator with Blue Ridge Conservancy, gave an update on the Northern Peaks State Trail Project which will stretch from Boone to West Jefferson and connect fragmented wildlife habitats, visitors and dollars to the High Country, as well as people to nature through education. Mr. Sellers included updates on Paddy Mountain Park, Elk Knob State Park, Three Top Mountain Gameland, and Rivers Street Park. The presentation was for information only; therefore, no action was required.

PROPOSED RESOLUTION TO SUPPORT MYFUTURENC ATTAINMENT GOAL

Dr. Kim Case, MyFutureNC, shared information on House Bill 664 which was to ensure that the State remains economically competitive and that the State shall ensure that by the year 2030 two million aged 25 to 44 will have completed a high-quality credential or postsecondary degree. Dr. Case stated that the majority of future occupations in the State would require credential or degrees achieved through post-secondary education. North Carolina has been the #1 State for business the past two years but there are challenges including the data showing the family sustaining wage for a single person is \$17 per hour and for a family of 4 it is a combined \$57 per hour. In 2021, 43% of North Carolinians aged 35-44 did not earn a family sustaining wage. Nearly two-thirds of prospective students identify a top barrier to enrollment as being the cost of higher education. Dr. Case stated that myFutureNC’s goal was that 2 million North Carolinians, including 13,384 local individuals, have high-quality credentials or a postsecondary degree by 2030.

Dr. Case presented a proposed resolution supporting the myFutureNC attainment goals. Chairman Turnbow read the proposed resolution.

Vice-Chairman Wallin, seconded by Commissioner Castle, moved to adopt the resolution as presented.

VOTE: Aye-4(Turnbow, Wallin, Castle, Eggers)
Nay-0
Absent-1(Russell)

TAX MATTERS***A. Monthly Collections Report***

Mr. Larry Warren, Tax Administrator, presented the Tax Collections Report for the month of November 2023. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Larry Warren, Tax Administrator, presented the Refunds and Releases Report for November 2023 for Board approval:

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Wallin, seconded by Commissioner Castle, moved to approve the Refunds and Releases Report for November 2023 as presented.

VOTE: Aye-4(Turnbow, Wallin, Castle, Eggers)
Nay-0
Absent-1(Russell)

OUT-OF-STATE TRAVEL REQUEST FOR DAVID GRAGG

Mr. Eric Hesslink, Parks and Recreation Program Assistant, requested approval for out-of-state travel for Assistant Aquatics Director David Gragg, to travel to Kingsport, TN for Lifeguard Instructor Training. The training was originally scheduled for December but has been rescheduled for March 25-27, 2024. Mr. Gragg would not be driving a County vehicle and planned to stay with a friend while out of town.

Commissioner Eggers, seconded by Vice-Chairman Wallin, moved to approve the out-of-state travel and expenses for David Gragg.

VOTE: Aye-4(Turnbow, Wallin, Castle, Eggers)
Nay-0
Absent-1(Russell)

MISCELLANEOUS ADMINISTRATIVE MATTERS***A. Proposed Appalachian State University 911 Center***

The County was recently made aware of the University's initiative to create their own 911 center through a third-party vendor. The County received no communications regarding this critical issue to our citizens and visitors, and the negative impact that it would pose on lifesaving services. Upon inquiring of the University's intention, the County was informed they were in the "exploratory" phase and the lack of coordination and communication was an oversight.

However, based on additional information received, it is apparent that this project is well beyond the exploratory phase. The County, Sheriff, and the Town of Boone are united in the opposition to the University's proposed 911 center. Our organizations have worked hard and long to enhance and improve the provision of 911 services as was evident by the Town of Boone consolidating with the County. The County has addressed any concerns put forth by the University and has not received any communications regarding unresolved issues. Thus, the County is at a loss as to the reason for the University's desire to create a 911 center and duplicate a service already provided while unnecessarily delaying lifesaving services.

Mr. Geouque stated that a meeting with all parties involved was scheduled for December 11, 2023, but was cancelled by Chief Stephenson. However, staff received a request on December 14, 2023, to reschedule the meeting which was then held on December 18, 2023.

County Manager Geouque suggested the Board further discuss this issue in closed session to be advised by the County Attorney.

[Clerk's Note: Action was taken after closed session regarding this item.]

B. Boards and Commissions

County Manager Geouque presented the following:

Watauga County Planning Board

The four (4) year At-large Planning Board term of Ms. Kimmy Tiedemann was set to expire in December. Ms. Tiedemann does not wish to be reappointed. A Volunteer Application was received from Mr. Matt Vincent who had expressed interest in serving on the Planning Board. This was a first reading and, therefore, no action was required.

C. Announcements

County Manager Geouque announced that the January 2, 2024, regular meeting of the Board of Commissioners has been cancelled. The next regular meeting of the Board will be on Tuesday, January 16, 2024, at 5:30 P.M.

CLOSED SESSION

At 6:23 P.M., Vice-Chairman Wallin, seconded by Commissioner Castle, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

Vice-Chairman Wallin, seconded by Commissioner Castle, moved to resume the open meeting at 8:45 P.M.

VOTE: Aye-4(Turnbow, Wallin, Castle, Eggers)
Nay-0
Absent-1(Russell)

POSSIBLE ACTION AFTER CLOSED SESSION

Chairman Turnbow read a resolution entitled “A Joint Resolution Condemning Appalachian State University’s Dissolution of Consolidated 911 Services.”

County Attorney Capua suggested changing the order of the “whereas” statements.

Commissioner Eggers, seconded by Vice-Chairman Wallin, moved to adopt the resolution with the County Attorney’s rearrangement of the “whereas” statements.

VOTE: Aye-4(Turnbow, Wallin, Castle, Eggers)
Nay-0
Absent-1(Russell)

ADJOURN

Commissioner Wallin, seconded by Commissioner Castle, moved to adjourn the meeting at 8:56 P.M.

VOTE: Aye-4(Turnbow, Wallin, Castle, Eggers)
Nay-0
Absent-1(Russell)

Larry Turnbow, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE JANUARY 16, 2024, AGENDA

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AGENDA ITEM 4:

PUBLIC COMMENT

MANAGER'S COMMENTS:

Public Comment will last up to 1-hour dependent upon the number of speakers.

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AGENDA ITEM 5:**REQUEST FOR SUPPORT FOR NEW FACILITY ON THE WATAUGA CAMPUS OF CALDWELL COMMUNITY COLLEGE & TECHNICAL INSTITUTE (CCC&TI)****MANAGER'S COMMENTS:**

Dr. Mark Poarch, Caldwell Community College and Technical Institute President, will request the Board approve a letter of support to construct a new facility on the Watauga Campus. The construction requires the County to provide an overmatch which is currently insufficient for the proposed project. The recommendation is to transfer the overmatch credits from Caldwell County to Watauga. The overmatch will be determined once the bid has been awarded for the project. Future overmatch credits to Watauga will be assigned to Caldwell until the transfer has been repaid.

Board action is required to approve the necessary overmatch credits to be transferred from Caldwell County to Watauga and future overmatch credits to be assigned to Caldwell until the transfer has been repaid

Caldwell County

N O R T H C A R O L I N A

PO Box 2200 • Lenoir, NC 28645

828-757-1300 • CaldwellCountyNC.org



January 8, 2024

Dorrine Fokes
Director, NCCCS Capital Finance & Planning
5013 Mail Service Center
Raleigh, NC 27699-5013

Dear Ms. Fokes:

CCC&TI is proposing an addition to the current Occupational Facility on the Watauga Campus. The current overmatch credit in Watauga County is not sufficient to cover the projected cost of the project. Therefore, it is the intention of the Caldwell County Commissioners to lend the overmatch necessary (\$139,426.11) from Caldwell County to aid in the construction of the addition.

The Caldwell County Board of Commissioners met in regular session on Monday, January 8, 2024, and voted to approve the match necessary for the project. We understand that any future overmatch for Watauga County will be credited to Caldwell County until the match has been repaid.

The Caldwell County Commissioners continue to advocate and support CCC&TI as a pillar of our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy T. Church".

Randy T. Church, Chairman
Caldwell County Board of Commissioners

AGENDA ITEM 6:

WATAUGA COUNTY SCHOOLS LOTTERY AND CAPITAL IMPROVEMENT PLAN (CIP)
FUNDS REQUEST

MANAGER'S COMMENTS:

Ms. Ly Marze, Watauga County Schools Director of Finance, will request the release of \$355,000 and \$589,932 from the State Education Lottery Fund and the County's CIP reserve, respectively. The projects are attached.

Board approval is required to release the funds as requested.



WATAUGA COUNTY BOARD OF EDUCATION

Margaret E. Gragg Education Center
175 Pioneer Trail, Boone, NC 28607

TO: Deron Geouque, County Manager

FROM: Ly Marze, Finance Officer

DATE: January 9, 2024

RE: Lottery and CIP Funds Request

Watauga County Schools respectfully requests the release of \$355,000 from the NC Lottery Fund and \$589,932 from the NC Lottery Repair and Renovation (R&R) Fund. We also request approval for use of \$2,500,000 from the county's CIP funds reserved for the school district. The list of projects for funding is as follows.

Lottery Project	Amount
Carpet & Tile Replacements	\$ 45,000
Replace Kitchen/Cafeteria Equipment	65,000
Gym Floors - Refinishing	45,000
Door/Window Replacements	20,000
Roof Renovations/Replacements	100,000
Pavement Resurface	80,000
Electrical Upgrades – MA, HP, PK (R&R funds)	489,932
VOIP installation – HP (R&R funds)	100,000

CIP Reserves Project	Amount
Roof Replacements – GV, PK, HP	\$ 2,000,000
Central Food Storage Upgrade/Renovation	25,000
Playground Updates/Renovations	30,000
Security Cameras	25,000
HVAC/Sewer Pumps	25,000
Weight Room Upgrades – WHS	95,000
1:1 Devices	300,000

Thank you for your continued support of Watauga County Schools.

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: WATAUGA COUNTY

Contact Person: LY MARZE

LEA: WATAUGA COUNTY

Title: FINANCE OFFICER

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Replace Carpet and Floor Tiles in Schools

Location: All K-8 Schools

Type of Facility: K-8 Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replace worn and torn carpet and floor tiles in classrooms and other areas in the school buildings

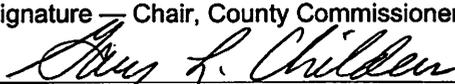
Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	45,000.00
Repair _____	_____
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 45,000.00

Estimated Project Beginning Date: July 2023 Est. Project Completion Date: June 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 45,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)	(Date)
	<u>12-14-23</u>
(Signature — Chair, Board of Education)	(Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: WATAUGA COUNTY
LEA: WATAUGA COUNTY
Address: 175 Pioneer Trail, Boone, NC 28607

Contact Person: LY MARZE
Title: FINANCE OFFICER
Phone: 828-264-7190

Project Title: Cafeteria Upgrades

Location: All K-12 Schools

Type of Facility: K-12 Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replace hot/cold well serving line, convection steamer, and ice cream freezers in school cafeterias

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		65,000.00
Repair	_____		_____
Debt Payment / Bond Payment	_____		_____
TOTAL	_____	\$	65,000.00

Estimated Project Beginning Date: July 2023 Est. Project Completion Date: June 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 65,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date) 12-11-23

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: WATAUGA COUNTY
LEA: WATAUGA COUNTY
Address: 175 Pioneer Trail, Boone, NC 28607

Contact Person: LY MARZE
Title: FINANCE OFFICER
Phone: 828-264-7190

Project Title: Gym Floor Refinishing
Location: All K-12 Schools
Type of Facility: K-12 Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Refinish gym floors for safety and continued floor integrity

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		45,000.00
Repair	_____		_____
Debt Payment / Bond Payment	_____		_____
TOTAL	_____	\$	45,000.00

Estimated Project Beginning Date: July 2023 Est. Project Completion Date: June 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 45,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) _____ (Date) _____
Angie T. Childers 12-11-23
(Signature — Chair, Board of Education) _____ (Date) _____

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: WATAUGA COUNTY

Contact Person: LY MARZE

LEA: WATAUGA COUNTY

Title: FINANCE OFFICER

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Door/Window Replacements

Location: All K-12 Schools

Type of Facility: K-12 Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replace classroom doors/windows in school buildings for safety

Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	20,000.00
Repair _____	_____
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 20,000.00

Estimated Project Beginning Date: July 2023 Est. Project Completion Date: June 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 20,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners) (Date)
Myra L Childers 12-11-23

(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: WATAUGA COUNTY

Contact Person: LY MARZE

LEA: WATAUGA COUNTY

Title: FINANCE OFFICER

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Roof Renovations/Replacements

Location: All K-12 Schools

Type of Facility: K-12 Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
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- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Renovate/replace sections of roofs on our school buildings

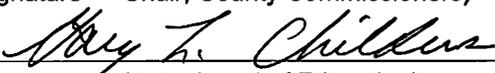
Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		100,000.00
Repair	_____		_____
Debt Payment / Bond Payment	_____		_____
TOTAL	_____	\$	100,000.00

Estimated Project Beginning Date: July 2023 Est. Project Completion Date: June 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 100,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)	(Date)
<u></u>	<u>12-11-23</u>
(Signature — Chair, Board of Education)	(Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: WATAUGA COUNTY

Contact Person: LY MARZE

LEA: WATAUGA COUNTY

Title: FINANCE OFFICER

Address: 175 Pioneer Trail, Boone, NC 28607

Phone: 828-264-7190

Project Title: Pavement and Sidewalk Resurfacing

Location: All K-12 Schools

Type of Facility: K-12 Schools

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:
(3) No county shall have to provide matching funds...
(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Resurface school parking lot pavements and sidewalks for student, staff, and community safety

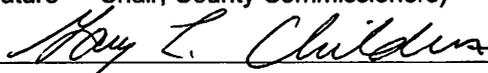
Estimated Costs:

Purchase of Land _____	\$ _____
Planning and Design Services _____	_____
New Construction _____	_____
Additions / Renovations _____	80,000.00
Repair _____	_____
Debt Payment / Bond Payment _____	_____
TOTAL _____	\$ 80,000.00

Estimated Project Beginning Date: July 2023 Est. Project Completion Date: June 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 80,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)	(Date)
	<u>12-16-23</u>
(Signature — Chair, Board of Education)	(Date)

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI USE ONLY
Approved By: _____
Date: _____

Date of Request: 12/11/2023

County: WATAUGA COUNTY Contact Person: LY MARZE
Address: 814 W. KING ST, BOONE, NC 28607 Title: FINANCE OFFICER
LEA: WATAUGA COUNTY Phone: 828-264-7190
Address: 175 PIONEER TRAIL, BOONE, NC 28607 Email: MARZEL@WATAUGASCHOOLS.ORG

Project Title: Electrical Upgrades at K-8 Schools
Project Address: Hardin Park, Parkway, Mabel Schools
Boone, NC 28607
Type of Facility: K-8 Schools

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Upgrade electrical systems and capacity for three K-8 schools to be able to meet usage demands. To be completed between July 2023-June 2024.

Estimated Costs:

Planning and Design Services.....	\$	_____
New Construction – Facility Enlargement	\$	_____
New Construction – Addition(s)	\$	_____
Existing Construction – Facility Improvements	\$	_____
Existing Construction – Facility Repairs	\$	_____
Existing Construction – Facility Renovations	\$	489,932
TOTAL	\$	_____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$489,932 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners) *Amy L. Childers* (Date) 12-11-23
(Signature – Chair, Board of Education) _____ (Date) _____

PRINT FORM

CLEAR FORM

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LEA: <u>WATAUGA COUNTY</u>	Phone: <u>828-264-7190</u>
Address: <u>175 PIONEER TRAIL, BOONE, NC 28607</u>	Email: <u>MARZEL@WATAUGASCHOOLS.ORG</u>

Project Title: VOIP installation at Hardin Park School

Project Address: 361 Jefferson Rd
Boone, NC 28607

Type of Facility: K-8 School

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Conversion of outdated and nonperforming intercom and bells system to a VOIP system for the Hardin Park school building. To be completed between July 2023-June 2024.

Estimated Costs:

Planning and Design Services.....	\$	_____
New Construction – Facility Enlargement	\$	_____
New Construction – Addition(s)	\$	_____
Existing Construction – Facility Improvements	\$	_____
Existing Construction – Facility Repairs	\$	_____
Existing Construction – Facility Renovations	\$	100,000
TOTAL	\$	_____

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$ 100,000 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

_____ (Signature – Chair, County Commissioners)	_____ (Date)
<i>Ray L. Childers</i>	<i>12-11-23</i>
_____ (Signature – Chair, Board of Education)	_____ (Date)

PRINT FORM

CLEAR FORM

AGENDA ITEM 7:

APP BUILDS A HOME REQUEST FOR USE OF GREEN SPACE AT HUMAN SERVICES COMPLEX

MANAGER’S COMMENTS:

Ms. Sarah Grady, Ms. Mary Ann Sanders, and Ms. Esme Hernandez with App Builds a Home, will request the Board support their project and allow the placement of a removable home on County property located at Poplar Grove Extension. Staff has informed the group to obtain an official letter from Blue Ridge Women in Agriculture (BRWIA) stating their willingness to share the space and any permits required by the Town of Boone.

Staff seeks direction from the Board.



To: Watauga County Board of Commissioners
 From: App Builds a Home Leadership Team
 Re: Watauga County Social Services Building Green Space, Fall 2024

[App Builds a Home](#) is a student-led partnership between Appalachian State University and Watauga County Habitat for Humanity to help local partner families build safe, affordable homes. We are a tangible commitment to our community to bring together students, faculty, staff, and alumni to help build an affordable home with a local family every year.

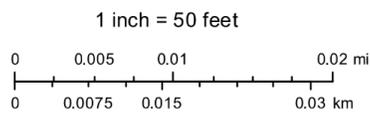
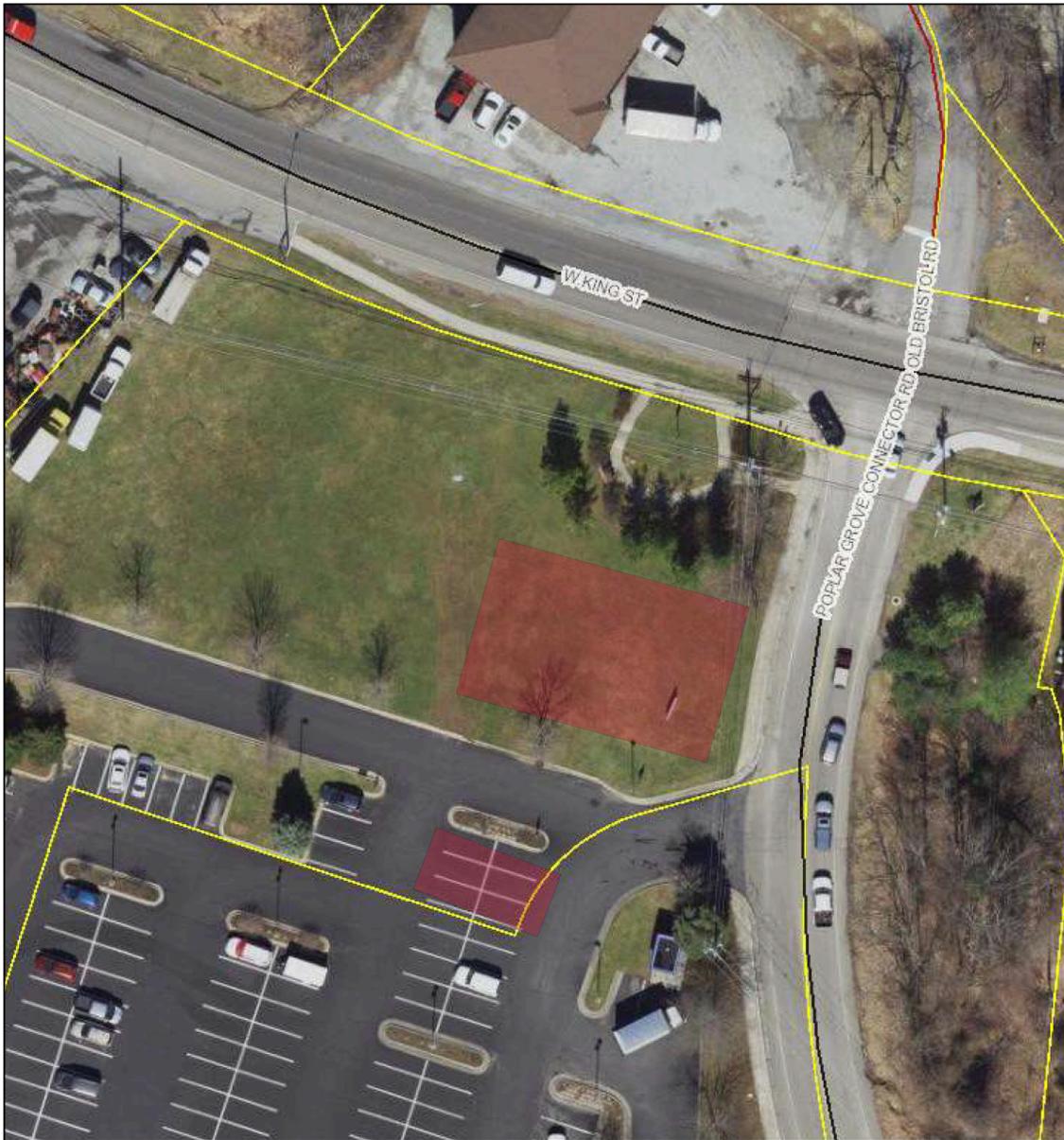
We are currently finishing our fifth house and will begin work on house number six this summer. We are interested in a blitz-build model that has been a cherished [Homecoming tradition at Clemson University](#) for over 30 years. With the help of volunteers, we hope to build a house close to campus in the two weeks prior to Appalachian's Homecoming. At the close of the blitz-build, the house will be relocated to its permanent home site almost in its entirety! We need a build-space near campus with easy trailer access for material delivery and relocation of the house. The county services lot and greenspace on Poplar Grove Connector would be ideal because it has easy access, excellent visibility and is close to campus for students to volunteer.

Specifically, we are asking for Commissioner approval to use a portion of the east side of the Watauga County Social Services building green space nearest Poplar Grove Rd. Connector along with 6 parking spaces for volunteers and a supply trailer in fall 2024. We do not yet have specific dates because Homecoming will not be announced until mid-March 2024.

Please see attached map and a letter of support from Blue Ridge Women in Agriculture to share the space with the King Street Farmers Market.

Map (requested spaces in red)

Town of Boone GIS



Disclaimer:
This map is based on the Watauga County Tax Parcel Map.
All layers have been modified to this base.
This is a thematic map for general planning purposes only.
This map is subject to quarterly updates and revisions.



January 8, 2024



Blue Ridge Women in Agriculture
PO Box 67
Boone, NC 28607

January 4, 2024

Dear Watauga County Commissioners,

Blue Ridge Women in Agriculture is willing to share the county services space between West King Street, Poplar Grove Connector and the Watauga County Social Services building (both green space and parking spots) with Watauga Habitat for Humanity/ App Builds a Home for two weeks during October 2024, for the Appalachian State Homecoming Blitz Build. This space is where BRWIA holds the King Street Farmers Market on Tuesdays from 4-6pm in October.

BRWIA requests that Watauga Habitat / App Builds a Home utilize the East side of the green space (closest to Poplar Grove Connector), leaving at least half of the field on the West side for the use of the King Street Farmers' Market.

Sincerely,

A handwritten signature in cursive script that reads "Liz Whiteman".

Liz Whiteman
Executive Director
Blue Ridge Women in Agriculture

Blue Ridge Women in Agriculture is a women-led organization that builds an equitable, sustainable High Country local food system by supporting producers and cultivating community connections that educate, inspire, and increase the demand for local food.

(828) 386-1537 | www.brwia.org

AGENDA ITEM 8:

**PROJECT ON AGING ADULT SERVICES COALITION (ASC) GRANT APPLICATION
AND ACCEPTANCE REQUEST**

MANAGER'S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept a \$1,000 grant from the Adult Services Coalition which does not require a County match. The funds in conjunction with Senior Center General Purpose Funds would be used to purchase a NuStep Cross Trainer for the Lois E. Harrill Senior Center.

Board action is required to accept the \$1,000 grant from the Adult Services Coalition.



Watauga County Project on Aging

132 Poplar Grove Connector, Suite A • Boone, North Carolina 28607

Website: www.wataugacounty.org/aging angie.boitnotte@watgov.org

Telephone 828-265-8090 Fax 828-264-2060 TTY 1-800-735-2962 Voice 1-800-735-8262 or 711

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: January 8, 2024

SUBJ: Adult Services Coalition (ASC) Grant

The Project on Aging is eligible to apply for a grant through the Adult Services Coalition. The grant amount is \$1,000 and does not require a local match.

If awarded, the funds will be used towards purchasing a NuStep Cross Trainer for the Lois E Harrill Senior Center. The remainder of the cost of the NuStep will be covered by Senior Center General Purpose Funds.

I recommend acceptance of these funds and will be present for questions or discussion.

Watauga County Project On Aging Proposal To Purchase New Fitness Equipment

- A) The Watauga County Project On Aging serves as the focal point for Aging Services in Watauga County and is a department of County Government. The Lois E Harrill Senior Center operates under the Project On Aging shares the mission of creating an environment that encourages independence in older adults while promoting their active participation in all aspects of their lives.
- B) The Lois E Harrill Senior Center features a fitness room open to registered participants Monday – Friday, 8:00 AM – 5:00 PM. This facility does have one NuStep Recumbent Cross Trainer which was purchased with Senior Center General Funds 10 years ago. This machine is consistently the most utilized machine in the fitness room to the extent that there is a wait list and time limit for its use by each participant every day before and after lunch. Some participants who would benefit from the machine’s “low-impact, total-body cardio and strength workout from a secure seated position” due to transportation service schedule limitations, are not able to access it because of increasing demand.
We have seen increasing participation in senior center programming, in general, over the last year, and new registrants citing our accessible fitness programs as the reason for recent participation. More older adults are using our fitness room consistently each month.
- C) All of our senior center participants would potentially benefit from an additional NuStep machine in our fitness room, especially those who rely on access to fitness offerings at Lois E Harrill Senior Center due to transportation and financial limitations. We also have cardiac patients who use the equipment as recommended by their physicians who would benefit from better access to an additional NuStep machine.
- D) The project involves the order, purchase, and delivery of a NuStep Recumbent Cross Trainer machine.
- E) We anticipate increased fitness program participation with regular use of the senior center’s fitness room. The targeted goals for our community of older adults are to “build muscle strength, increase cardiovascular endurance, and improve balance and mobility” through access to a proven effective machine.
- F) Results will be achieved immediately upon installation of the new fitness machine.
- G) Success will be evaluated by observing the use of the fitness machines and increased satisfaction and over all well being of fitness program participants.



APPLICATION FOR FUNDING
Adult Services Coalition
PO Box 2291
Boone, NC 28607

Purpose of Adult Services Coalition:

To educate our community about available adult services by publicizing agencies that provide these services; identify needed unavailable services through survey; and provide collaboration among agencies and citizens in the community.

Criteria for Applicants:

- Must have a service that enhances the coalition's purpose and promotes existing adult services in our community
 - Must be a non-profit (but does not have to be a 501c3)
 - Recipients must give a presentation about how the money was used
- Priority given to active coalition members and those who attend the Summer Expo

GENERAL INFORMATION:

Applicant: Watauga County Project on Aging **Date:** 11/27/2023

Address: 132 Poplar Grove Connector, Suite A **City:** Boone

State: NC **Zip:** 28607 **Email:** kristi.bunn@watgov.org

Contact Person: Kristi Bunn **Phone:** 828-265-8090

Project Title: Purchase NuStep CrossTrainer for Lois E Harrill Senior Center

Request for Funds:

- All applicants must use this completed form as the cover page.
- On a separate page, please list your board members or principals if applicable.
- Complete the attached application budget page and attach to your application.
- Please **do not** include any supplement materials (brochures, letters of support, etc.).
- Using no more than two, 8.5 x 11 single-sided sheets of paper, please tell us about your proposal. Be sure to include the following and label the information by letter in your narrative:
 - A) The mission or purpose of your organization or group
 - B) A definition of the need, including how the need has been determined
 - C) Who will benefit from this project
 - D) A description of the project
 - E) Your expected results
 - F) Your timetable and process for achieving results
 - G) How you will evaluate the success of your proposal
- **Incomplete applications will be rejected**

SUBMIT:

Submit **6** copies of the completed application, including additional narrative, budget, and board list by **September 30, 2017** to: **Adult Services Coalition, PO BOX 2291, Boone, NC 28607.**

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AGENDA ITEM 9:

CHILLER REPLACEMENT BID AWARD REQUEST

MANAGER'S COMMENTS:

Bids were solicited for the replacement of the Courthouse chiller. Only one bid was received therefore, the project was re-advertised after which only one bid was received again.

Staff recommends the Board accept the bid from Hickory Sheet Metal in the amount of \$175,200 for the replacement of the chiller at the Courthouse. Adequate funds have been budgeted to cover the expenditure.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager
FROM: Robert Marsh, Maintenance Director 
DATE: January 9, 2024
RE: Bid Award Request

BACKGROUND

The Commissioners were briefed on the need to replace the Courthouse chiller and make improvements to the Courthouse heating and cooling systems during the budget session for FY 22-23. Since then Wally Overton, the project engineer, has visited the site and designed a chiller replacement project and inspected and made recommendations for other heating and cooling improvements including rebalancing the air and water and performing a recommissioning of the systems. Mr. Overton conducted a bid from his office in October 2023. Only one bid was received, and, therefore, a second round of bidding was conducted in an attempt to obtain more bidders. Again, only one bid was received. Hickory Sheet Metal Co., Inc. submitted a bid of \$175,200 to complete all work in the Base Bid.

STAFF RECOMMENDATION

Staff recommends the County accept the Hickory Sheet Metal bid for \$175,200 and to reject Alternates 1, 2, 3, and 4.

FISCAL IMPACT

The FY 2023-24 County budget contains money for the chiller replacement and heating and cooling system repairs.

**PROFESSIONAL
ENGINEERING
ASSOCIATES, PA**

350A Staley Drive
Linwood, NC 27299
C: (704) 651-4736
Email:

Robert Marsh
County of Watauga
814 W. King St. Suite 205
Boone, NC 28607
RE: Watauga County Courthouse Mechanical Renovations and Upgrades

Robert,

At your direction, we proceeded with a Mechanical Design in 2022 to resolve the many issues with the aging mechanical systems in the Watauga County Courthouse. Plans were completed and approved in Fall of 2023.

Late last year, Chiller Bids were taken and the low Bid Chiller was pre-purchased from Carrier by the County (\$58,900.00), delivered to the site recently and paid for by the County.

On 11/14/23 and again on 11/28/23 (due to insufficient number of Bidders) the approved plans were issued for Bid.

The apparent low bidder was Hickory Sheet Metal Co., Inc. (a copy of the Bid is attached):

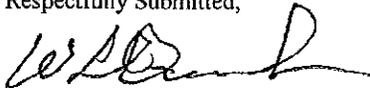
Base Bid: Replacement of chiller, CHW Pump, Associated piping and Controls,\$175,200.00
 Add Alternate # 1: Replacement of all other pumps with new.....\$137,500.00
 Add Alternate # 2: Rebuilding of AHU #2, #3, and #4.....\$26,000.00
 Add Alternate # 3: Provide new replacement AHU #2, #3, #4 in leu of rebuild rebuild...\$111,800.00
 Add Alternate # 4: Servicing in place remaining HVAC units.....\$5,600.00

My recommendations are as follows:

Proceed with the Base Bid - \$175,200.00 (does not include the cost of the Chiller)
 Accept Add Alternate # 1 - \$137,500.00
 Accept Add Alternate # 3 - \$111,800.00
 Accept Add Alternate # 4 - \$ 5,600.00

Contract Total - \$430,100.00
 Chiller Cost - \$ 58,900.00
 Project Total - \$489,000.00

Respectfully Submitted,



Wallace L. Overton , PE
 Vice President
 Professional Engineering Associates ,PA
 350 A Staley Dr3
 Linwood, NC 27299
 (c)704-651-4736

wallyo@peapa.com

Proposal

Hickory Sheet Metal Co., Inc.

P.O. Box 2049

Hickory, North Carolina 28603

Phone: 828-322-3720

North Carolina License #2878 PH Class 1,2,3

Fax: 828-324-0455

Proposal Submitted To:	Date: Nov. 14,2023
Name Watauga County Boone, NC	Job Name: Watauga County Courthouse Mechanical Renovations and Upgrades

We hereby submit specifications and estimates for:

Base Bid: Replacement of chiller, CHW pump, piping and controls ,test and flushing and balance of air and water systems and coordination with retro-commissioner\$175,200.00

Add Alternate #1: Replacement of all pumps with new 1750 RPM pumps of similar GPM, head, and efficiency.....\$137,500.00

Add Alternate #2: Rebuilding of AHU #2, #3, #4 including new bearings, belts, drives, repair interior insulation and cleaning of coils, fan wheels, and servicing of dampers and operators ,reassembling of AHUs and repair of all exterior duct and pipe insulation.....\$26,000.00

Add Alternate #3: In lieu of rebuilding AHU #2,#3,and #4,provide a price for replacing these units with new units of equivalent quality ,performance, and configuration, along with mixing/filter boxes and dampers, repair of all exterior duct and pipe insulation at unit will be required.....\$ 111,800.00

Add Alternate #4: Servicing in place remaining HVAC units including cleaning and adjusting and replacing defective components as needed, service and clean all fans.....\$5,600.00 (DOES NOT INCLUDE COMPRESSORS)

We hereby propose to furnish labor and materials– complete in accordance with the above specifications for the sum of:

With payment to be made as follows:

Monthly payments to be made by the 10th of each month for work completed and/or materials stored at job site.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance.

Authorized Signature: _____

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Accepted:

Signature: _____

Date: _____

Signature: _____

MECHANICAL RENOVATIONS AND UPGRADES FOR THE WATAUGA COUNTY COURTHOUSE

842 WEST KING STREET BOONE, NC

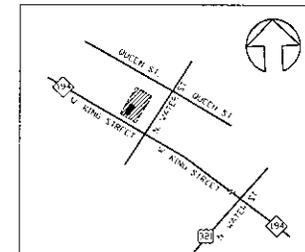
PROJECT SCOPE

PROVIDE A NEW/REPLACEMENT 70 TON CHILLER TO SERVE THE BUILDING. THE ELECTRICAL ASSOCIATED WITH THIS WORK (CHILLER CHANGE-OUT AND PUMPS) IS BY THE MECHANICAL CONTRACTOR. CONTROL WORK IS BY THE MECHANICAL CONTRACTOR VIA JOHNSON CONTROLS TO MATCH THE EXISTING CONTROL SYSTEM. TESTING AND BALANCING IS BY THE MECHANICAL CONTR. VIA AN INDEPENDENT THIRD PARTY CERTIFIED T & B SUB-CONTRACTOR. THERE WILL BE A RE-COMMISSIONING AGENT EMPLOYED BY THE OWNER. THE MECHANICAL CONTRACTOR SHALL INCLUDE THE COST OF 3-DAYS HVAC TECH AND 3-DAYS T & B TECH TO WORK WITH THE OWNER'S RE-COMMISSIONING AGENT AT THE END OF THIS PROJECT. THE CHILLER HAS BEEN PRE-PURCHASED BY THE OWNER IN THE INTEREST OF TIME. THE MECHANICAL CONTRACTOR SHALL ASSUME THE COST OF THE CHILLER IN HIS BID PRICE FOR APPROPRIATE MARKUP AS THOUGH PURCHASED BY HIMSELF. FACTORY STARTUP AND FACTORY WARRANTY SHALL BE INCLUDED IN THE BID PRICE. CONTRACTOR SHALL RECEIVE THE NEW CHILLER (EXPECTED ARRIVAL END OF AUGUST). DEMOLITION OF EXISTING CHILLER AND ACCESSORIES IS BY THE MECHANICAL CONTRACTOR. THE FACILITY WILL BE IN OPERATION DURING THE CHANGE-OUT SO DOWNTIME SHALL BE MINIMIZED. CLOSE COORDINATION WITH THE OWNER IS MANDATORY. MECHANICAL CONTRACTOR SHALL PROVIDE THE NECESSARY MODIFICATIONS (IF NECESSARY) TO THE EXISTING CHILLER PAD TO ACCOMMODATE THE NEW CHILLER USING BEST PRACTICES AND INDUSTRY STANDARDS.

BASE BID

REPLACEMENT OF CHILLER, CHW PUMP, PIPING AND CONTROLS. TEST AND FLUSHING AND BALANCE OF AIR AND WATER SYSTEMS AND COORDINATION W/ RETRO-COMMISSIONER.
ADD ALTERNATE # 1
 REPLACEMENT OF ALL PUMPS WITH NEW 1750 RPM PUMPS OF SIMILAR GPM, HEAD AND EFFICIENCY.
ADD ALTERNATE # 2
 RESULTING IN PLACE OF AHU#2, #3 AND #4 INCLUDING NEW BEARINGS, BELTS, DRIVES, REPAIR OF ALL INTERIOR INSULATION AND CLEANING OF COILS, FAN WHEELS, AND SERVICING OF DAMPERS AND OPERATORS. REASSEMBLING OF AHU# AND REPAIR OF ALL EXTERIOR DUCT AND PIPE INSULATION.
ADD ALTERNATE # 3
 SERVICING IN PLACE OF REMAINING HVAC UNITS INCLUDING CLEANING AND ADJUSTING AND REPLACING DEFECTIVE COMPONENTS AS NEEDED. SERVICE AND CLEAN ALL FANS.

PROJECT VICINITY MAP N.T.S.



INDEX OF DRAWINGS

M/C	COVER SHEET & NOTES
M01	HVAC BASEMENT FLOOR PLAN
M10	HVAC FIRST FLOOR PLAN
M20	HVAC SECOND FLOOR PLAN
M30	HVAC ROOF PLAN
M40	HVAC DETAILS

DESIGNER

**PROFESSIONAL ENGINEERING
ASSOCIATES, PA**
 6451 Morehead Road, Suite B
 Harrisburg, NC 28075

C (704) 651 - 4736
 e-mail - wallyo@pepa.com

MECHANICAL SPECIFICATIONS

- GENERAL: THIS SPECIFICATION IS PRESENTED IN BRIEF FORM AND IS INTENDED TO GIVE GENERAL DEFINITION TO THE PLANS.
- NOTE: THIS SPECIFICATION AND THE ACCOMPANYING DRAWINGS ARE INTENDED TO DESCRIBE THE REQUIREMENTS FOR ALL MATERIALS, MANUFACTURING, TOOLS, EQUIPMENT AND SERVICES NECESSARY FOR AND INCIDENTAL TO THE PROPER COMPLETION OF ALL OF THE MECHANICAL WORK DESCRIBED HEREIN.
- CODES, PERMITS, INSPECTION FEES, ETC.: ALL WORK SHALL BE INSTALLED IN COMPLETE ACCORD WITH STATE, TOWN/CITY AND LOCAL CODES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, LICENSES, ETC., AND PAY FOR ALL INSPECTIONS REQUIRED BY AGENCIES HAVING JURISDICTIONAL AUTHORITY IN CONNECTION WITH THIS WORK.
- WORKMANSHIP: THE ENTIRE INSTALLATION SHALL BE MADE BY SKILLED AND EXPERIENCED WORKMEN IN ACCORDANCE WITH THE BEST ACCEPTED PRACTICES OF THE INDUSTRY. WHERE CODES ARE NOT SPECIFIC AS TO WORKMANSHIP, THE ENGINEER SHALL RESERVE THE RIGHT IN DETAILING IF THE WORKMANSHIP IS SUB-STANDARD.
- DRAWINGS: DRAWINGS SHOW ARRANGEMENT OF THE SYSTEM DESIGNED AND SHALL BE FOLLOWED AS GIVEN, AS UNLESS OTHERWISE INDICATED ON THE SMALL SCALE OF THE DRAWINGS, NOT ALL OPTIONS AND NOTES CAN BE SHOWN AND THESE SHALL BE FULLY CORRECTED TO FULLY COMPLETE THE INTENT OF THE PLANS.
- MATERIALS AND EQUIPMENT: SHALL BE NEW AND AS SPECIFIED OR APPROVED EQUAL, AS MAY BE APPROVED BY THE ENGINEER. SEND REQUEST FOR PERMISSION OF SUBSTITUTE MATERIALS OR PRODUCTS FOR THOSE SPECIFIED IN WRITING TO THE ENGINEER. REQUESTS TO BE ACCOMPANIED BY FOUR COPIES OF DRAWINGS, PHOTOGRAPHS, CATALOGS, ENGINEERING DATA, ETC., AS NECESSARY TO FULLY IDENTIFY AND APPROVE THE PRODUCT.
- WARRANTY AND TEST: UPON COMPLETION OF ALL WORK, THE CONTRACTOR SHALL CHECK THE COMPLETE SYSTEM OFF, TESTING THAT ALL MOTOR BEARINGS ARE GREASED AS REQUIRED, ALL EQUIPMENT AND CONTROLS ARE PROPERLY FUNCTIONING, HE SHALL BE RESPONSIBLE FOR ANY OTHER MAINTENANCE REQUIRED ON THE SYSTEM OR SERVICE CALLS DURING THE FIRST YEAR WARRANTY PERIOD.
- WARRANTY: THE CONTRACTOR SHALL GUARANTEE THE COMPLETE MECHANICAL SYSTEM AGAINST DEFECT DUE TO FACTORY DEFECTS, WORKMANSHIP OR FAILURE DUE TO NEGLIGENCE OF THE CONTRACTOR. THIS WARRANTY SHALL BE FOR A PERIOD OF NOT LESS THAN 12 MONTHS FROM THE DATE OF FINAL ACCEPTANCE. THE GUARANTEE SHALL INCLUDE A FULL 12 MONTH WARRANTY BY THE MANUFACTURER OF ALL MATERIAL AND EQUIPMENT FURNISHED ON THE JOB EXCEPT WHERE LONGER PERIODS OF TIME IS SPECIFICALLY CALLED FOR ON REFRIGERATION CYCLE.

GENERAL NOTES

- NEW SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES. THE MOST STRINGENT SHALL APPLY.
- COORDINATE WITH ALL OTHER TRADES TO AVOID CONFLICTS.
- COORDINATE ALL PIPE PENETRATIONS THROUGH WALLS, FLOORS, ROOFS, ETC. WITH EXISTING SYSTEMS.
- PIPE AND DUCT PENETRATIONS TO BE INSTALLED ACCORDING TO CODE AND SUPPORTING DETAILS.
- N.C. SHALL FURNISH AND INSTALL ANY PISC. STEEL EQUIPMENT FOR THE BURIED AND INSTALLATION OF THE EQUIPMENT, SPAN HEIGHT OF 3 JOINS.
- MANUFACTURER RECOMMENDED SERVICE ACCESS CLEARANCE SHALL BE MAINTAINED. DO NOT SCALE DRAWINGS.
- N.C. SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING ALL ACCESS DOORS.
- INSTALL THERMOSTATS AND OTHER CONTROLS AT LOCATING HEIGHTS TO COMPLY WITH N.C. ACCESSIBILITY CODE.
- PISC. SHALL BALANCE THE HYDRONIC WATER SYSTEMS TO THE WATER QUANTITIES SPECIFIED. REFER TO SPECIFICATIONS FOR COORDINATION WITH OWNER.
- ALL VALVES, DAMPERS, CONTROLLERS, ETC. SHALL BE ACCESSIBLE.
- ALL FIRE RATED DOORS AND VALVES SHALL BE REGULATED AND SEALED IN WORK DAMPERS.
- ALL RELIEF VALVES AND AIR SEPARATORS SHALL BE INSTALLED TO THE FLOOR IN ACCORDANCE WITH THE DETAILS.
- ALL HEAT TAPES REQUIRED FOR FREEZE PROTECTION SHALL BE REGULATED BY A THERMOSTAT SET IN R/F.
- ALL CHILLERS SHALL BE PROVIDED WITH PRESSURE GAUGES, INTERLOCKS, SAFE VALVES AND FLOODING CONNECTIONS AS SHOWN IN THE DETAILS.
- PANALS ARE VENTS SHALL BE LOCATED AT HIGHEST POINTS IN HEATING SYSTEM.
- ALL HEATING SYSTEMS SHALL BE FLUSHED TO COMPLETELY ELIMINATE SYSTEM AIR/DEBRIS. CONTRACTOR SHALL BE PROVIDED A COPY OF ALL EXISTING RECORDS PLANS OR RECORDS IN BALANCING AIR AND WATER QUANTITIES.



PROFESSIONAL ENGINEERING ASSOCIATES, PA
 WALLYO
 6451 MOREHEAD ROAD, SUITE B
 HARRISBURG, NC 28075
 C.O.M.

Mechanical Renovation and Upgrade for:
WATAUGA COUNTY COURTHOUSE
 842 WEST KING ST.
 BOONE, NC 28607

COVER SHEET

Project # 2022002.00

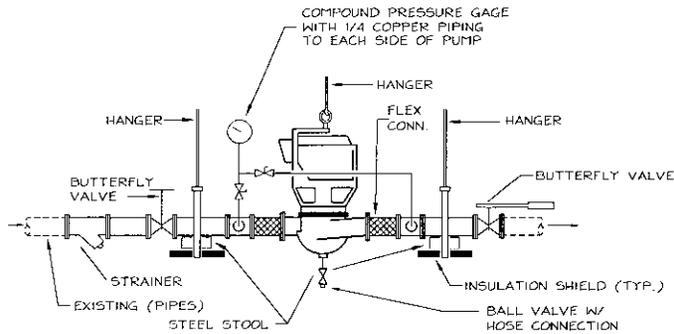
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 Title (shown): 10-02-23
 Project #: 2022002.00

REV.	DATE	DESCRIPTION

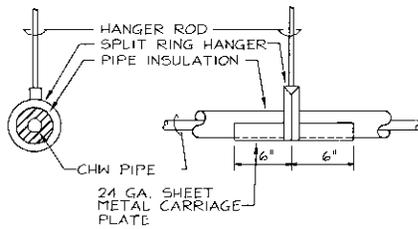
REV.	DATE	DESCRIPTION

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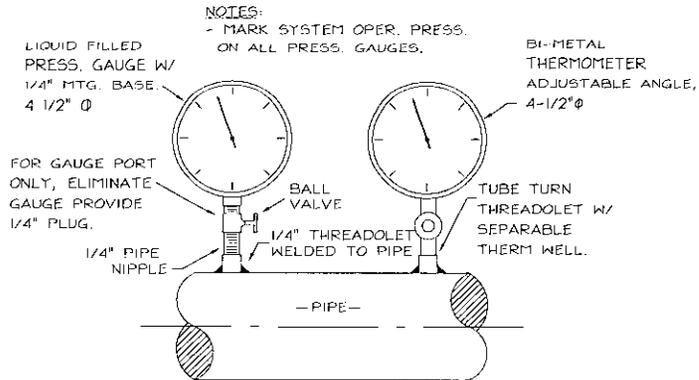
6



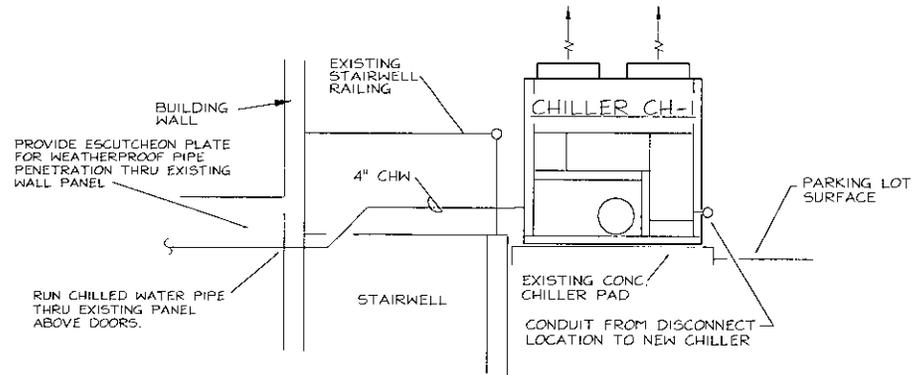
INLINE PUMP DETAIL
SCALE: NONE



HANGER DETAIL
SCALE: NONE

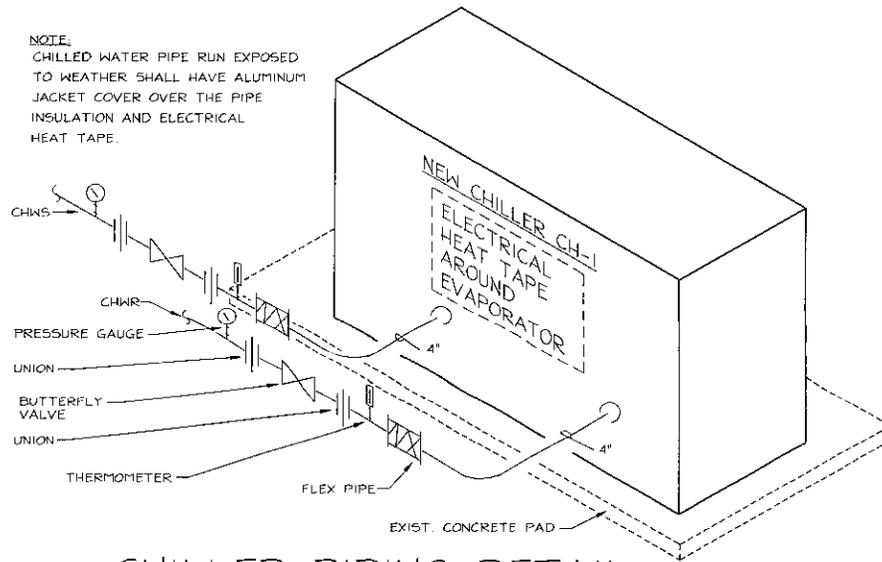


GAUGE & THERMOMETER DETAIL
SCALE: NONE



SECTION @ NEW CHILLER
SCALE: 1/4" = 1'-0"

NOTE:
CHILLED WATER PIPE RUN EXPOSED TO WEATHER SHALL HAVE ALUMINUM JACKET COVER OVER THE PIPE INSULATION AND ELECTRICAL HEAT TAPE.



CHILLER PIPING DETAIL
SCALE: NONE



PROFESSIONAL ENGINEERING ASSOCIATES
101 S. W. 10th St., Suite 100
Boca Raton, FL 33432
Tel: 561-995-1100
Fax: 561-995-1101

Mechanical Renovation and Upgrade for:
WATAUGA COUNTY COURTHOUSE
842 WEST KING ST.
BOCA RATON, FL 33432

HVAC DETAILS

Prepared by: [Signature]
Checked by: [Signature]
Date: 10-22-23
Project #: 2022003_00

NO.	REVISION	DATE

Sheet Number:
M4.0
of 6

HVAC DETAILS
SCALE: AS SHOWN

AGENDA ITEM 10:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

Mr. Larry Warren, Tax Administrator, will present the Monthly Collections Report and be available for questions and discussion.

The report is for information only; therefore, no action is required.

Monthly Collections Report

Watauga County

Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported totals do not include small shortages and overages reported to the Watauga County Finance Officer
 Monthly Report December 2023

	<u>Current Month</u> <u>Collections</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>				
Taxes 2023	10,003,289.05	34,680,307.48	80.04%	80.76%
Prior Year Taxes	25,547.27	275,620.86		
Solid Waste User Fees	826,707.29	2,728,346.87	79.80%	79.81%
Green Box Fees	0.00	0.00	NA	NA
Total County Funds	\$10,855,543.61	\$37,684,275.21		
<u>Fire Districts</u>				
Foscoe Fire	122,586.79	535,532.10	78.58%	81.48%
Boone Fire	291,362.05	1,097,779.96	82.07%	83.06%
Fall Creek Service Dist.	2,311.04	10,316.52	75.65%	79.94%
Beaver Dam Fire	32,337.63	109,574.77	77.66%	76.72%
Stewart Simmons Fire	61,572.80	312,969.37	76.83%	82.47%
Zionville Fire	28,627.92	121,741.88	76.13%	80.46%
Cove Creek Fire	70,668.52	278,155.75	77.52%	80.11%
Shawnechaw Fire	30,456.83	131,019.29	81.95%	83.13%
Meat Camp Fire	63,196.40	258,162.58	79.19%	78.68%
Deep Gap Fire	60,343.34	221,271.00	81.11%	81.47%
Todd Fire	13,685.91	59,992.91	77.14%	78.99%
Blowing Rock Fire	124,643.42	560,661.96	80.26%	81.07%
M.C. Creston Fire	2,397.57	6,356.25	78.29%	75.76%
Foscoe Service District	17,662.43	87,014.08	78.31%	83.26%
Beech Mtn. Service Dist.	61.16	417.40	15.09%	53.98%
Cove Creek Service Dist.	29.20	336.65	100.00%	100.00%
Shawnechaw Service Dist	1,782.85	6,427.79	75.66%	76.91%
Total Fire Districts	923,725.86	3,797,730.26		
<u>Towns</u>				
Boone	3,342,023.38	7,228,625.94	82.57%	81.23%
Municipal Services	121,005.73	182,626.57	78.57%	87.67%
Total Town Taxes	\$3,463,029.11	\$7,411,252.51		
Total Amount Collected	\$15,242,298.58	\$45,095,527.72		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 10:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

Mr. Larry Warren will present the Refunds and Releases Reports. Board action is required to accept the Refunds and Releases Reports.

RELEASES - 12/01/2023 TO 12/30/2023

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL EFF DATE JUR	REF NO	VALUE CHARGE	AMOUNT
1761035 BOONE, ALEENA 145 RUSH BRANCH RD SUGAR GROVE, NC 28679	PP 2023 1765 TAX RELEASES removed mh in 2022-replaced. 2023	521 12/22/2023 F07	11843	0 F04 G01 SWF	2.08 13.23 102.87 ----- 118.18
1847728 CHALAKEE PROPERTY OWNERS'S ASSOCIATION 133 ECHOTA PKWY BOONE, NC 28607	RE 2022 1889-42-9888-000 TAX RELEASES COMMON AREA FOR CHALAKEE	4778 12/13/2023 F01	11835	0 F01 G01	417.60 2,655.94 ----- 3,073.54
1847728 CHALAKEE PROPERTY OWNERS'S ASSOCIATION 133 ECHOTA PKWY BOONE, NC 28607	RE 2023 1889-42-9888-000 TAX RELEASES COMMON AREA FOR CHALAKEE IS EXEMPT	4725 12/13/2023 F01	11834	0 F01 G01	417.60 2,655.94 ----- 3,073.54
1818947 ELLERBE, JENNY SCOTT, TRUSTEE JENNY SCOTT ELLERBE LIVING TRUST 204 ELLIOTT CIR BLOWING ROCK, NC 28605	RE 2023 2818-30-3686-000 TAX RELEASES VET EXEMPTION MISSING	26868 12/01/2023 C03	11829	0 G01	143.10
1701709 ELLISON, JERRY 549 RAY ELLISON RD VILAS, NC 28692	PP 2023 89 TAX RELEASES NO POWER, NOT LIVEABLE MOBILE HOME	31 12/15/2023 F07	11836	0 SWF	102.87
1385491 GREENE, KELLEY WAYNE GREENE, ROBIN 566 WAKE ROBIN LANE BOONE, NC 28607-	RE 2019 2911-42-0132-000 REFUND RELEASE DETACHED FRAMED GARAGE WITHOUT PLUMBING	41271 12/28/2023 C02	11848	0 SWF	80.00
1385491 GREENE, KELLEY WAYNE GREENE, ROBIN 566 WAKE ROBIN LANE BOONE, NC 28607-	RE 2020 2911-42-0132-000 REFUND RELEASE DETACHED FRAMED GARAGE WITHOUT PLUMBING	1504 12/28/2023 C02	11847	0 SWF	80.00
1385491 GREENE, KELLEY WAYNE GREENE, ROBIN 566 WAKE ROBIN LANE BOONE, NC 28607-	RE 2021 2911-42-0132-000 REFUND RELEASE DETACHED FRAMED GARAGE WITHOUT PLUMBING	40971 12/28/2023 C02	11846	0 SWF	80.00

RELEASES - 12/01/2023 TO 12/30/2023

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1385491 GREENE, KELLEY WAYNE GREENE, ROBIN 566 WAKE ROBIN LANE BOONE, NC 28607-	RE 2022 2911-42-0132-000 REFUND RELEASE	40912	12/28/2023	C02	11845	0 SWF	80.00
	DETACHED FRAMED GARAGE WITHOUT PLUMBING						
1385491 GREENE, KELLEY WAYNE GREENE, ROBIN 566 WAKE ROBIN LANE BOONE, NC 28607-	RE 2023 2911-42-0132-000 TAX RELEASES	40830	12/28/2023	C02	11844	0 SWF	102.87
	DETACHED FRAMED GARAGE WITHOUT PLUMBING						
1645909 GREER WATAUGA LLC C/O ALISON G NEELY 9613 ROCK CREEK RD RALEIGH, NC 27613	RE 2022 2900-89-2034-000 REFUND RELEASE PTC SETTLEMENT	35423	12/04/2023	MS1	11830	96,350 MS1 C02 G01	115.62 346.86 306.40 ----- 768.88
1847365 HIGHLAND PRESERVATION, LLC 1420 E 7TH ST CHARLOTTE, NC 28204	RE 2023 2902-93-7367-000 TAX RELEASES	1000291	12/18/2023	F09	11837	0 F09 G01	63.65 513.02 ----- 576.67
	ROLLBACK RELEASED OWNER DECEASED						
1565362 KELLWOOD II SUBDIVISION PROPERTY OWNERS C/O RICHARD FOUTZ 771 FOREST RIDGE DRIVE BOONE, NC 28607	RE 2023 2829-18-1022-000 TAX RELEASES	29937	12/19/2023	F02	11839	0 F02 G01	10.92 57.88 ----- 68.80
	COMMON AREA FOR KELLWOOD EXEMPT						
1589479 KNOB TRACT LTD PTNRP 675 TRACY CIRCLE BOONE, NC 28607	RE 2023 2902-93-7367-000 TAX RELEASES	1000292	12/18/2023	F09	11838	0 F09 G01	63.65 513.02 ----- 576.67
	ROLLBACK RELEASED OWNER DECEASED						
1554349 MOODY, RANDY C/O JOSEPH MOODY 888 BAMBOO RD BOONE, NC 28607	RE 2023 1965-44-0245-001 TAX RELEASES	15706	12/20/2023	F04	11841	69,500 F04 G01	34.75 221.01 ----- 255.76
	MANUFACTURED HOME VALUATION PRICE GUIDE						
1854840 NANCE, KEITH NANCE, JOAN 462 BEN ELLER LANE TAYLORSVILLE, NC 28681	PP 2023 4210 TAX RELEASES	1451	12/12/2023	F12	11832	0 F12 G01 SWF	23.05 146.60 102.87 ----- 272.52
	SOLD IN 2022						
1801945 PEGGY L. ROMINGER LIFE ESTATE 445 WILLOWDALE CHURCH RD VILAS, NC 28692-8962	RE 2023 1982-34-5539-000 TAX RELEASES	18827	12/01/2023	F07	11828	17,700 F07 G01	8.85 56.29 ----- 65.14
	REMOVE DETACHED FRAME GARAGE						

RELEASES - 12/01/2023 TO 12/30/2023

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE CHARGE	AMOUNT
1766594 PHILLIPS, VIRGINIA G, TRUSTEE VIRGINIA G PHILLIPS REVOCABLE TRUST 20 TOMOKA VIEW DR ORMOND BEACH, FL 32174	RE 2023 1899-75-4673-000 TAX RELEASES CORRECTED DATA PER APPRAISAL	7494	12/11/2023 F02	11831	95,200 F02 G01	57.12 302.74 ----- 359.86
1568582 POTTER, KATHERINE C 270 POTTERTOWN RD TODD, NC 28684	RE 2023 2915-17-4516-000 TAX RELEASES HOUSE ON WRONG PARCEL	42664	12/20/2023 FX9	11842	80,400 FX9 G01 SWF	40.20 255.68 102.87 ----- 398.75
1723121 RAY, BENJAMIN J 218 FERNCLIFF RD BOONE, NC 28607	RE 2023 2920-27-4113-000 TAX RELEASES DOT PURCHASED FOR BAMBOO RD PROJECT PROPERTY PURCHASED DEC 2022 EXEMPT NOW	43189	12/29/2023 F02	11849	0 F02 G01 SWF	154.98 821.39 102.87 ----- 1,079.24
1571459 ROARK, KEVIN LYNN 787 WILLETT MILLER RD TODD, NC 286849597	PP 2023 571459999 TAX RELEASES SOLD IN 2022	2776	12/12/2023 F11	11833	0 G01 F11 G01L F11L	5.82 1.28 .58 .13 ----- 7.81
1785889 SHEPHERD, PAUL E, LIFE ESTATE 5171 US HWY 421 N VILAS, NC 28692-9491	RE 2023 1981-77-0189-000 TAX RELEASES DW MOBILE HOME ONLY OWNED BY EXEMPT ENTITY FREEDOM FARM MINISTRIES	18496	12/19/2023 F07	11840	110,700 F07 G01	55.35 352.02 ----- 407.37
DETAIL SUMMARY	COUNT: 22	RELEASES - TOTAL			469,850	11,771.57

RELEASES - 12/01/2023 TO 12/30/2023

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2019	RE	SWF	SANITATION USER FEE	80.00
			2019 TOTAL	80.00
2020	RE	SWF	SANITATION USER FEE	80.00
			2020 TOTAL	80.00
2021	RE	SWF	SANITATION USER FEE	80.00
			2021 TOTAL	80.00
2022	RE	C02	BOONE RE	346.86
2022	RE	F01	FOSCOE FIRE RE	417.60
2022	RE	G01	WATAUGA COUNTY RE	2,962.34
2022	RE	MS1	BOONE MUNICIPAL SERV DIST RE	115.62
2022	RE	SWF	SANITATION USER FEE	80.00
			2022 TOTAL	3,922.42
2023	RE	F01	FOSCOE FIRE RE	417.60
2023	RE	F02	BOONE FIRE RE	223.02
2023	RE	F04	BEAVER DAM FIRE RE	34.75
2023	RE	F07	COVE CREEK FIRE RE	64.20
2023	RE	F09	MEAT CAMP FIRE RE	127.30
2023	RE	FX9	MEAT CAMP/CRESTON SERV DIST RE	40.20
2023	RE	G01	WATAUGA COUNTY RE	5,892.09
2023	RE	SWF	SANITATION USER FEE	308.61
2023	PP	F04	BEAVER DAM FIRE PP	2.08
2023	PP	F11	TODD FIRE PP	1.28
2023	PP	F11L	TODD FIRE LATE LIST	.13
2023	PP	F12	BLOWING ROCK FIRE PP	23.05
2023	PP	G01	WATAUGA COUNTY PP	165.65
2023	PP	G01L	WATAUGA COUNTY LATE LIST	.58
2023	PP	SWF	SANITATION USER FEE	308.61
			2023 TOTAL	7,609.15
			SUMMARY TOTAL	11,771.57

RELEASES - 12/01/2023 TO 12/30/2023

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
C02	2019	SWF SANITATION USER FEE	80.00
C02	2020	SWF SANITATION USER FEE	80.00
C02	2021	SWF SANITATION USER FEE	80.00
C02	2022	SWF SANITATION USER FEE	80.00
C02	2023	SWF SANITATION USER FEE	102.87
C02 TOTAL			422.87
C03	2023	G01 WATAUGA COUNTY RE	143.10
C03 TOTAL			143.10
F01	2022	F01 FOSCOE FIRE RE	417.60
F01	2022	G01 WATAUGA COUNTY RE	2,655.94
F01	2023	F01 FOSCOE FIRE RE	417.60
F01	2023	G01 WATAUGA COUNTY RE	2,655.94
F01 TOTAL			6,147.08
F02	2023	F02 BOONE FIRE RE	223.02
F02	2023	G01 WATAUGA COUNTY RE	1,182.01
F02	2023	SWF SANITATION USER FEE	102.87
F02 TOTAL			1,507.90
F04	2023	F04 BEAVER DAM FIRE RE	34.75
F04	2023	G01 WATAUGA COUNTY RE	221.01
F04 TOTAL			255.76
F07	2023	F04 BEAVER DAM FIRE PP	2.08
F07	2023	F07 COVE CREEK FIRE RE	64.20
F07	2023	G01 WATAUGA COUNTY RE	421.54
F07	2023	SWF SANITATION USER FEE	205.74
F07 TOTAL			693.56
F09	2023	F09 MEAT CAMP FIRE RE	127.30
F09	2023	G01 WATAUGA COUNTY RE	1,026.04
F09 TOTAL			1,153.34
F11	2023	F11 TODD FIRE PP	1.28
F11	2023	F11L TODD FIRE LATE LIST	.13
F11	2023	G01 WATAUGA COUNTY PP	5.82
F11	2023	G01L WATAUGA COUNTY LATE LIST	.58
F11 TOTAL			7.81
F12	2023	F12 BLOWING ROCK FIRE PP	23.05
F12	2023	G01 WATAUGA COUNTY PP	146.60
F12	2023	SWF SANITATION USER FEE	102.87
F12 TOTAL			272.52
FX9	2023	FX9 MEAT CAMP/CRESTON SERV DIST RE	40.20

RELEASES - 12/01/2023 TO 12/30/2023

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE		AMOUNT
FX9	2023	G01	WATAUGA COUNTY RE	255.68
FX9	2023	SWF	SANITATION USER FEE	102.87
			FX9 TOTAL	398.75
MS1	2022	C02	BOONE RE	346.86
MS1	2022	G01	WATAUGA COUNTY RE	306.40
MS1	2022	MS1	BOONE MUNICIPAL SERV DIST RE	115.62
			MS1 TOTAL	768.88
			SUMMARY TOTAL	11,771.57

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AGENDA ITEM 11:

SANITATION MATTERS

A. Trailer Purchase Request

MANAGER’S COMMENTS:

Mr. Phillip Harrison, Operations Services Manager, will request the Board approve the purchase of a new 2024 Mac 48-foot Walking Floor Trailer from CRTS, Inc. in the amount of \$100,493. Adequate funds have been budgeted to cover this expense.

Board action is required to purchase the new 2024 Mac 48-foot Walking Floor Trailer from CRTS, Inc. in the amount of \$100,493.



WATAUGA COUNTY

*SANITATION
DEPARTMENT*

336 Landfill Road – Boone, NC 28607 – (828) 264-5305
TDD 1-800-735-2962 – Voice 1-800-735-8262 – FAX (828) 264-3230

January 10 2024

To: Deron Geouque, County Manager

From: Phillip Harrison, Operations Services Manager

Subject: 48 Foot Walking Floor Trailer

Please see attached quotes from three (3) vendors, for procurement of a new 48 Foot Walking Floor Trailer.

- Hale Trailer Brake & Wheel – East 48 Foot Walking Floor Trailer for \$115,500.
- CRTS, Inc. – Mac 48 Foot Walking Floor Trailer - \$100,493.
- Nationwide Haul LLC – Mac 48 Foot Walking Floor Trailer for \$99,808.

Staff requests Board of Commissioners' approval for the purchase of a new 2024 Mac 48 Foot Walking Floor Trailer from CRTS, Inc. out of Statesville, North Carolina. While CRTS, Inc. was not the lowest quote for the 48 Foot Walking Floor Trailer, the closer location of the company and ability to get replacement parts and maintenance provided by the company for the Walking Floor Trailer, provides for convenience and availability when repairs are needed to ensure the trailer is not out of service for an extended period of time.

The new 2024 Mac 48 Foot Walking Floor Trailer will be used by Sanitation Department Staff for the daily removal of trash from the Transfer Station when an inadequate number of trailers are provided from the current hauler to remove trash from floor to meet State requirement and meet safety guidelines.

Sufficient funds are available in the Sanitation Department's FY 2023/2024 budget to cover the costs associated with this purchase.

Please see enclosed quotes including detail on the equipment purchase and let me know if you have any questions or concerns. Thank you in advance for your consideration.



MAC WASTE TRAILER, INC

011624 BCC Meeting

2360 W. MAIN ST.
 ALLIANCE, OH 44601
 Phone: (234) 214-6420

Website: WWW.MACTRAILER.COM

This offer is valid until the printed expiration date, and is subject to change at Manufacturer discretion based on market conditions.

MOVINGFLOOR SP Quote ID # 72657 JOB # 71915 Rev 13

Customer	NATIONWIDE HAUL, LLC		
Dealer Name	NATIONWIDE HAUL, LLC		Cubic Yards 116
Quote Date 6/7/22	Quote Expires 7/7/22	Qty 1	Weight 17613 lbs. ***

Dealer Salesman DAVID EDWARDS

Model Code MM

Plant of Mfg W

Cust P.O. #

Cust Unit #

Model # TNSP48FR1000-2024

VIN # 5MAMN4822RW071915

JOB GROUP: 71910-71918

BODY

LOAD PROFILE	MATERIAL, 80K GVWR
	10 Units First Q 2023 / 10 Units Second Q 2023
LENGTH	48
WIDTH	102
DRIVE UNIT	KEITH, 24 SLAT- 3 IN CYLINDER
FLOOR	KEITH 2299 (2218), 1/2 IN. TRIPLE RIDGE (102 W)
HYDRAULIC PIPE	STAINLESS STEEL HYDRAULIC PIPE
CROSSMEMBER TYPE	STANDARD
CROSSMEMBER SPACING	5-1/4 IN. I-BEAMS, 12 O.C.
RUBBER SEAL	YES
WALL HEIGHT	100
WALL THICKNESS	0.19
1/4 IN. WALL LAST 15 FT.	NONE
WALL LINER	NONE
TAPERED SIDE	NONE
FULL LID	NONE
TOP RAIL OPTION	6 IN. W X 9 IN. T X 5/8 IN.
NO. OF UPRIGHTS	20
NO. OF UPRIGHTS TO ADD OR SUBTRACT	1
HORIZONTAL BRACING	NONE
TARP BAR	YES, SINGLE
BULKHEAD	3/16 IN.
BULKHEAD STEPS	CATWALK & LADDER W/ STEPS INSIDE
FRONT FENDERS WITH FLAPS	NONE
BOTTOM RAIL	CLEAN-OUT
UPPER CROSS TUBES / CAPS	(1) SPRING-MID & (1) TUBE-REAR
TIRE CARRIER	NONE

LIGHTS

LIGHT TYPE	GROTE L.E.D. W/ GROMMET
LIGHT PANEL	3 LARGE-3 SMALL-3 LARGE (IN TAILGATE) OOO ooo OOO
APRON	NONE
STD. MARKER LIGHTS	(3) EACH SIDE
MID-TURNS	(1) PAIR L.E.D. (NON-COMBO)
BACK-UP LIGHTS	NONE
AUXILIARY CABLE	NONE
REAR POCKET LIGHTS	1 PAIR

GATE

GATE SHEET THICKNESS	SMOOTH SIDE PANELS
GATE OPERATION	MECHANICAL SIDE LATCH
HINGE TYPE	C.S. SIDE SWING
GATE BRACING	NO BRACING (SMOOTH SIDE PANELS)
SAFETY CHAIN	YES
WINDERS / SAFETY LATCH	WINDERS (1) SIDE ONLY
GATE STEPS	UP CENTER OF GATE OUTSIDE ONLY
TARP HOOKS	BULKHEAD AND GATE

PRIMARY AXLES

MODEL	CLOSED TANDEM
NO. OF PRIMARY AXLES	2
SUSPENSION	MAC FABBED GALVANIZED SINGLE LEAF TAN. (49)
AXLE SPACING	49
SUB-FRAME	TANDEM, HI-TENSILE FAB. (SPRING RIDE ONLY)
AXLES	TP 77.5 5/8W AXN WABCO 7" 25K
	CHANGED AXLES TO HENDRICKSON
BRAKES	7 IN. XL, W/ 30-30 CHAMBERS
CAM GUARDS	NONE
HUB AND DRUM	CAST W/ STEEL HUB HP 10 STUD TP, LS, 7 IN.
TIRES	MICHELIN / BFGOODRICH ROUTE CONTROL S 11R 22.5 16 PLY
	goodyear marathon rss 22.5
WHEELS	STEEL HP 22.5X8.25 - WHITE POWDER COATED
PRIMARY AXLE TIRE INFLATION SYSTEM	MOVED TO CHASSIS

LIFT AXLES

NO. OF LIFT AXLES	0
LIFT AXLE SUSPENSION	NONE
LIFT KIT	NONE
LIFT AXLE DISTANCE	N/A
LIFT AXLE	NONE
LIFT AXLE BRAKES	NONE
LIFT AXLE CAM GUARDS	NONE
LIFT AXLE HUB AND DRUM	NONE
LIFT AXLE TIRES	NONE
LIFT AXLE WHEELS	NONE
LIFT AXLE CONTROLS	NONE
FREE WHEEL VALVE	NONE
LIFT AXLE TIRE INFLATION SYSTEM	MOVED TO CHASSIS

STEERABLE LIFT AXLES

NO. OF STEERABLE AXLES	0
STEERABLE AXLE SUSPENSION	NONE
STEERABLE AXLE DISTANCE	N/A
STEERABLE AXLES	NONE
STEERABLE AXLE BRAKES	NONE
STEERABLE AXLE HUB AND DRUMS	NONE
STEERABLE AXLE TIRES	NONE
STEERABLE AXLE WHEELS	NONE
STEERABLE AXLE CONTROLS	NONE
STEERABLE AXLE LIFT KIT	NONE

CHASSIS

PIN SETTING	36
5TH WHEEL PLATE	3/8 LOW PROFILE
5TH WHEEL PLATE HEIGHT	49 IN. HIGH
GALVANIZED SUSPENSION HANGERS	INCLUDED W/ SUSPENSION
SUSPENSION CONTROL	NONE
ABS FOR TRAILER	(1) 2S1M MERITOR / WABCO
SLACKS	AUTOMATIC
TIRE INFLATION SYSTEM	NONE

AXLE LUBRICATION	SYNTHETIC GREASE
HUBODOMETER	NONE
DUST COVERS	NONE
DOLLIES - LANDING GEAR - LANDING LEGS	JOST H451 - (62,500 LB.) - 10 YEAR NO LUBE - GALVANIZED STEEL - D.S.
REGISTRATION HOLDER	NONE
AIR GAUGE / SYSTEM	NONE
ENCLOSURE FOR SWITCHES	NONE
AIR TANKS	ALUMINUM TANK
HYDRAULIC HOSE FITTING	1 IN. X 108 IN. HOSE W/ WING FITTING
FLAPS FRONT OF TIRES	NONE
FLAPS REAR OF TIRES	FLAP BEHIND REAR AXLE
BUMPER	MOVER BUMPER

TARP

TARP MANUFACTURER	NONE
TARP CONTROL	NONE
TARP COLOR	NONE
BOW HOLDERS	NONE
TARP BRACKET	NONE

PAINT

SUSPENSION COLOR	BLACK SOFT COAT
PIN STRIPING	BLACK (931716)
MAC MACHINE FINISH LOGOS	BLACK (931716)
OPTIONAL SIGNS	NONE

Thank you for your business

ORDER CANCELLATION POLICY

Orders configured with common published and non-published options will not be subject to a cancellation penalty when the Manufacturer receives the request for cancellation 12 or more weeks prior to the scheduled production date. All cancellation requests received within 12 weeks but no less than 8 weeks of the scheduled production start date must be approved by the Product Manager for the specified product line and will be subject to a \$2500.00 cancellation fee. Cancellation requests within 8 weeks of the scheduled production start date will not be accepted.

***** denotes a weight for reference only. Trailer weight will be provided with the engineering design approval packet.**

16,920 Actual Scale Weight

No.

Southeast UtilityTrailer LLC

PURCHASER'S AGREEMENT & BUYER'S ORDER

1150 SOUTHCREST DR
STOCKBRIDGE GA 30281
(404) 363-4383
2956 Amity Hill Road
Statesville, N.C. 28677
(704)838-1144

CUST
SA
ACT

SOLD TO: WATAUGA COUNTY
336 LANDFILL RD
BOONE, NC 28607
PHILLIP 828-964-6323

QUANTITY

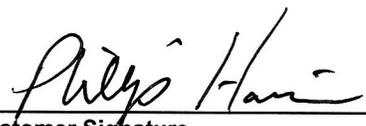
YEAR MAKE MODEL
AS DESCRIBED BELOW

Date	Customer Order No.	Date Delivered	F.O.B.	STOCK #
10/18/2023		TBD	STATESVILLE	MAC659
PO	Terms of Sale		Salesman - Chris Jorishie	Vehicle Identification No.
M213				5MAMN482XRW069412
1	2024 MAC 48' X 102 LIVE FLOOR REFUSE TRAILER WITH ROLL TARP PER SPECS ON QUOTE #79839			\$100,493.00
PENDING COUNTY BOARD APPROVAL				
PRICE DOES NOT INCLUDE FET OR NC TAX & TAG (HUT)				

Trade Information

Stock #
Year
Make
VIN
UNIT
Payoff to:

Trailer includes Freight
Reefer Unit
Decals and Secure Seals
Subtotal
Less Trade in
Trade Payoff
Subtotal
Highway Use tax
NC tag/title



Customer Signature

Southeast Utility Traile

Total each _____
Total Due 100,493.00



BUYERS ORDER AND INVOICE

011624 BCC Meeting
 Rep Pablo Rodriguez
 Date 10-06-2023
 Stock # 71915

2221 NW 22nd Street
 Pompano Beach, FL 33069

Name Watauga County	Phone 828-964-6323	Phone 2
Address 336 Landfill Road	City / State / Zip Boone NC 28607	
Drivers License #	Email	

ALL USED VEHICLES SOLD "AS IS" WITH NO WARRANTY EXPRESSED OR IMPLIED

Sale Unit			
Year 2024	Make MAC	Model MOVING FL	Color
Serial # 5MAMN4822RW071915		Mileage	
Reefer Serial #		Reefer Hours	
APU Serial #		APU Hours	

Trade In		
Year	Make	Model
Body	VIN	Mileage
Equity	Allowance	Balance Owed

Extras/Add-ons	
Title Only	\$125.00
Tarps	\$2,750.00
Transport	\$1,900.00

Lien Holder Information	

Sales Price	\$94,639.00
GAP Insurance	\$0.00
Roadside Assistance	\$0.00
Finance Origination	
Dealer Admin	\$394.00
Trade-Ins	\$0.00
Total Extras	\$4,775.00
Warranty	\$0.00
FET	\$0.00
City Sales Tax	\$0.00
County Sales Tax	\$0.00
State Sales Tax	\$0.00
Other Tax	
Sub Total	\$99,808.00
Deposit	\$0.00
TOTAL	\$99,808.00

SPOKE WITH PHILLIP HARRISON / THIS QUOTE OF FOR A 48 X 102 MOVING FLOOR TRAILER FOR MSW / KEITH 2299 FLOORS

Delivery of the equipment is to be taken within (7 Days from date of this Buyers Order) or a storage fee of \$15.00 a day will be imposed accordingly. Failure to do so shall be a breach of this agreement and the seller may retain as liquidated damages, the cash and all other considerations paid by purchaser Seller reserves title to motor vehicle until check or draft is paid by bank on which drawn. Any breach of contract by the buyer shall be sufficient cause for seller to declare contract void and/or to seek any redress for damages seller may deem buyer has committed by virtue of said breach of contract Buyer guarantees to deliver clear, good title to his traded equipment Buyer authorizes seller to supply and charge for collision insurance in contract in event there is no such insurance transferable or forthcoming from buyer. Buyer acknowledges receipt of a copy of this order

All promises, verbal understandings, or agreements of any kind pertaining to this purchase not specified herein are not binding on the seller

I, the purchaser, state that I am over eighteen years of age and have legal right to transact business

I hereby acknowledge I have received evidence necessary for transfer of equipment title. Buyer further authorizes seller to make payoff on his trade and to endorse his name to any rebate checks on his behalf. Buyer authorizes seller to correct and/or alter figures herein where amount owing on trade is incorrect and/or where error of arithmetic occur, and to change any and/or all figures affected therein, including payment accordingly. Buyer acknowledges he/she supplied information regarding balance owing on the trade-in. Buyer authorizes seller to correct typographical errors herein.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

MANAGER	BUYER'S SIGNATURE	Date
MANAGER'S SIGNATURE	CO-BUYER'S SIGNATURE	Date

THIS IS NOT AN ORDER UNTIL ACCEPTED BY SALES MANAGER OR OFFICER OF THE COMPANY

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AGENDA ITEM 11:

SANITATION MATTERS

B. Disposal and Hauling Contract Renewal Request

MANAGER’S COMMENTS:

The County’s current solid waste disposal and hauling contract is set to expire in 2024. The contract has a five (5) year contract renewal option. Staff has surveyed the market and received informal quotes for solid waste disposal and hauling. After thorough review, staff would recommend the Board exercise the five (5) year renewal option with Waste Management for disposal and the three (3) year contract with two (2) one (1) year extensions with Custom Ecology Inc. (CEI) for the disposal and hauling of the County’s solid waste.

Board action is required to exercise the five (5) year contract renewal with Waste Management and the three (3) year contract with two (2) one (1) year extensions with Custom Ecology Inc. for the disposal and hauling of the County’s solid waste.



Extension Agreement

This Extension Agreement (the "Extension Agreement") is effective July 1, 2024, by and between Watauga County, North Carolina (referred to as the "Customer") and Eco-Safe Systems, LLC, a Tennessee limited liability company (hereinafter referred to as the "Company").

WHEREAS, the Customer and Company entered into a Disposal Agreement dated July 1, 2019, for Customer to dispose of all its Approved Waste, hereinafter referred to as the "Agreement", and

WHEREAS, the Agreement provides for an automatic renewal of the term of the Agreement at the conclusion of the then current term of the Agreement; and

WHEREAS, the current term of the Agreement concludes on June 30, 2024; and

WHEREAS, the parties mutually desire to extend the term of the Agreement with the following modifications;

NOW, THEREFORE, it is hereby agreed as follows:

- I. Customer and Company agree that the term of the Agreement shall be extended for a period of five (5) years pursuant to the first paragraph with the heading "TERM" on page 1 of the Agreement.
- II. The extension term of the Agreement shall begin July 1, 2024, and conclude June 30, 2029.
- III. This Extension Agreement is hereby incorporated in the Agreement together by the parties as to the matters contained herein. The Agreement and this Extension Agreement constitute the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreement, understanding, or representation of any kind concerning the subject matter hereof.
- IV. Nothing contained herein this Extension Agreement shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Extension Agreement, the terms of this Extension Agreement shall control. The remaining provisions in the Agreement shall remain in full force and effect. Capitalized terms not defined in this Extension Agreement shall have the meaning ascribed to them in the Agreement.
- V. To the extent any particular provision of this Extension Agreement is unenforceable, whether by operation of law or otherwise, it shall not affect the enforceability of the remaining terms of this Extension Agreement nor the Agreement.
- VI. This Extension Agreement may be executed in multiple counterpart copies and by facsimile or emailed signatures, each and all of which will be deemed an original.

IN WITNESS WHEREOF, the parties hereto have set their hands on this Extension Agreement as of this _____ day of _____, 2023.

Watauga County, North Carolina

By: _____

Title: _____

Eco-Safe Systems, LLC

By: E.M.M.

Title: Area VP

MASTER TRANSPORTATION SERVICES AGREEMENT

This Master Transportation Services Agreement (the "Agreement") effective this 3rd day of June, 2024 (the "Effective Date"), by and between Watauga County TS 336 Landfill Road, Boone N.C. 28607, (herein called "COMPANY"), and STAFFORD LOGISTICS, INC. d/b/a CUSTOM ECOLOGY, INC., a Delaware corporation with offices at 6375 Discovery Blvd., Mableton GA 30126, (hereinafter called "CARRIER").

RECITALS

WHEREAS, the CARRIER is an independent contractor in the business of providing solid waste and/or recycling transportation services; and

WHEREAS, the CARRIER is authorized by applicable state and local authorities as well as the U.S. Department of Transportation ("U.S. DOT") and has all necessary and proper permits, registrations and licenses to operate as a contract carrier and is authorized to transport Materials (as hereinafter defined); and

WHEREAS, the COMPANY has distinct and special transportation and loading requirements and desires to enter into a contract with the CARRIER for the transportation and loading of its Materials in certain locations.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **DEFINITIONS.** As used herein, the following terms shall have the following meanings:

A. "Applicable Laws" shall mean all local, state and federal statutes, ordinances, laws, rules, regulations, licensing and permit requirements applicable to either of CARRIER'S or COMPANY'S operations, Equipment and the provision of Services hereunder, as the context in this Agreement provides.

B. "Destinations" or "Destination Locations" means the landfill, recyclables processing centers and other locations designated by COMPANY as the destinations for the Materials, as identified in ADDENDUM 1 as may be amended from time to time upon the mutual written consent of the parties.

C. "Equipment" shall mean the tractors, trailers, other vehicles and equipment used by CARRIER to perform Services under this Agreement. Unless specifically identified in ADDENDUM 1 to this Agreement, COMPANY is not providing any Equipment to CARRIER for the performance of the Services.

D. "Materials" shall mean all non-hazardous solid waste or recyclables that are transported for COMPANY under this Agreement.

E. "Origins" or "Origin Locations" means the solid waste transfer stations, material recovery facilities and other locations identified in ADDENDUM 1.

F. "Services" means Materials transportation and other services provided by CARRIER pursuant to this Agreement and ADDENDUM 1.

G. Words which have a well-known technical or trade meaning, unless otherwise specifically defined in this Agreement, shall be construed in accordance with such well-known meaning, recognized by the solid waste and recyclables transportation professions and trades.

2. ORIGIN AND DESTINATION LOCATIONS; DOCUMENTATION

A. This Agreement sets forth the general business terms, conditions and provisions pursuant to which COMPANY may purchase Services from CARRIER as identified in ADDENDUM 1. Multiple ADDENDA may be executed and active under this Agreement from time to time. In the event of any conflict between this Agreement and any ADDENDUM, the provisions of the applicable ADDENDUM shall govern, control and prevail, unless otherwise expressly indicated in such ADDENDUM. All ADDENDA referenced in this Agreement, whether attached hereto or not, shall be deemed to be a part of this Agreement, and this Agreement shall be construed in accordance therewith.

B. CARRIER agrees to transport Materials, under the terms, conditions and rates set forth herein, from the Origin Locations to the Destination Locations set forth in ADDENDUM 1 attached hereto, and in accordance with its terms and conditions. The CARRIER shall have the right to refuse any Materials shipments tendered from COMPANY which CARRIER deems, in its sole discretion, is hazardous or is otherwise unsafe to transport. COMPANY acknowledges that Destination Locations will be designated by COMPANY and that CARRIER will not make any independent decisions where to transport the Materials.

C. COMPANY will provide to CARRIER shipping documents for each load of Materials to be transported from an Origin Location to a Destination. At the Destination, the CARRIER will obtain a receipt showing the load has been delivered and the weight of the delivered load. For each load delivered, the CARRIER shall reasonably promptly deliver to the COMPANY all shipping documents and the delivery receipt, including load weight, for such load in paper or electronic form, such form to be determined in CARRIER'S sole discretion.

D. At the request of COMPANY, CARRIER may be requested to transport Materials between Origin and Destination Locations not listed in ADDENDUM 1 hereto due to special need or exigent circumstances, or as a supplemental hauler. In such instances, the COMPANY and CARRIER shall reasonably cooperate with each other in an effort to reach a mutually acceptable agreement on the transportation rate(s) and charges for providing Services between such Origin and/or Destination Locations. Neither party hereto shall be, or deemed to be, in breach of this Agreement if the parties are unable to reach an agreement with respect to such other Origin and/or Destination Locations not listed on ADDENDUM 1.

3. TERM OF CONTRACT

This Agreement shall begin on the Effective Date set forth above for all locations covered under this Agreement; provided, however, that the Services with respect to each Origin and Destination shall not commence until the applicable commencement date for such Origin or Destination set forth on ADDENDUM 1. The initial term of each ADDENDUM 1 shall expire at the end of a three (3) year term starting with the date noted on such ADDENDUM 1 (the "initial term") and shall automatically and immediately renew for successive one-year terms, if not canceled by either party hereto in writing prior to sixty (60) days of the termination date of the applicable ADDENDUM 1 (the "renewal term" and, together with the initial term, the "Term"). This Agreement shall terminate upon the expiration of the final ADDENDUM 1 then in effect. Upon such expiration of this Agreement, neither party hereto shall have any further obligation or liability to the other party under this Agreement except with respect to those provisions which expressly survive the expiration or termination of this Agreement.

4. RATES AND CHARGES; INVOICING AND PAYMENTS

COMPANY shall compensate CARRIER for the Services in accordance with the rates and charges and other terms and conditions set forth in ADDENDUM 1, which such terms and conditions shall include a minimum weight per load requirement, regardless of the actual weight of the Materials transported by CARRIER. CARRIER shall bear all costs incurred in performing the Services, including but not limited to: (i) all costs required to operate and maintain the CARRIER'S Equipment in a safe and roadworthy condition and manner consistent with good business practices and industry standards and as required by all Applicable Laws; (ii) all other operating costs for or relating to the CARRIER'S Equipment, personnel (including but not limited to any taxes, labor, employee benefits, union or collective bargaining costs), insurance, fuel, permits, and licenses; and (iii) all taxes, expenses, fines and fees incurred in connection with the CARRIER'S loading and transportation of Materials from the Origins to the Destination Locations.

Notwithstanding anything herein to the contrary:

(a) If the COMPANY loads Materials on to Equipment being used by the CARRIER, then the COMPANY (i) shall be solely responsible for all costs, fees, fines, penalties and expenses associated with an overweight load, and (ii) shall pay to CARRIER a fee (in addition to those on ADDENDUM 1) equal to \$100 per ton; and

(b) The COMPANY shall pay to CARRIER a fee (in addition to those on ADDENDUM 1) equal \$100 per hour (prorated for partial hours) for each hour that the CARRIER spends at an Origin and/or Destination Location loading or unloading Materials, commencing at the beginning of the second hour that the CARRIER is at such Origin and/or Destination Location.

5. VOLUME

A. During the Term of this Agreement, COMPANY shall use CARRIER as its sole and exclusive transporter for the COMPANY'S Materials shipments from the Origin Locations to the Destinations covered by this Agreement, including all ADDENDA.

If (i) the CARRIER is unable or unwilling to transport Materials on more than two occasions in any calendar quarter (other than due to loads being rejected by CARRIER as permitted under Section 2B above for containing hazardous or dangerous Materials or being unsafe to transport or due to any breach by the COMPANY of any of its obligations herein), and (ii) the COMPANY has given the CARRIER thirty (30) days to obtain additional Equipment and/or personnel to transport the requested volume of Materials, then the COMPANY, as its sole and exclusive remedy, shall have the right to add additional carriers to transport the volume of Materials that CARRIER is unable to transport. For the avoidance of doubt, the parties hereto acknowledge and agree that the inability or unwillingness of the CARRIER to accept loads or meet the COMPANY'S volume requests shall not be a breach of this Agreement by the CARRIER. The COMPANY does guarantee a minimum volume of Materials noted in the ADDENDUM. This Agreement shall be considered an exclusive contract to transport all Materials from the Origin Locations to the Destination Locations.

B. CARRIER shall be operational and capable in all material respects of providing the Services in accordance with the terms and conditions set forth in this Agreement for each Origin Location set forth in ADDENDUM 1 on the Effective Date.

C. CARRIER shall use commercially reasonable efforts to make available sufficient Equipment to transport all Materials shipments from the Origin Locations to the Destinations as set forth on ADDENDUM 1 on a timely basis, including any periodic or seasonal increases in the volumes of Materials required to be transported from an Origin Location to its given Destination.

If COMPANY anticipates that there will be a continuous and sustained increase in the volume of Materials to be transported from any Origin Location to a Destination covered by this Agreement, COMPANY shall provide written notice to CARRIER of such increase and CARRIER shall be provided a reasonable period of time, not less than 30 days after such notice, to supply additional Equipment to transport the increased volume of Materials. CARRIER shall use commercially reasonable efforts to provide sufficient personnel and Equipment to transport every day (excluding days in which the applicable transfer station is closed) from each Origin Location all Materials tipped at or necessary to be removed from such Origin Location on that day.¹

6. EQUIPMENT AND PERSONNEL

A. CARRIER shall provide personnel and Equipment sufficient to provide the Services in a legal and safe manner, and in accordance with the terms and conditions of this Agreement on each operating day at the Origin Locations during the Term of this Agreement. COMPANY shall provide personnel sufficient to permit CARRIER to provide the Services.

B. CARRIER represents and warrants that all Equipment used hereunder shall be in safe and roadworthy condition and shall materially comply with all Applicable Laws, particularly with regard to (i) the replacement of tires and brakes; (ii) legal weight limits for highway transportation if loaded by the CARRIER; (iii) properly tarping and securing all loads; and (iv) transportation of Materials, including those relating to the prevention of leaks and airborne

materials. COMPANY represents, warrants and covenants with the CARRIER that (i) the COMPANY's facilities at which CARRIER will provide Services are, and will be during the Term, in compliance with all Applicable Laws, and that (ii) the COMPANY'S handling, storage and treatment of the Materials is, and will be during the Term, in compliance with all Applicable Laws.

C. If at any time CARRIER anticipates being unable to conform with any of the requirements herein, CARRIER shall, as soon as reasonably practicable, notify a COMPANY representative. Such notice shall not relieve CARRIER or the COMPANY of any of their respective obligations and liabilities described in this Agreement.

7. PERFORMANCE STANDARDS

A. The Services shall be performed in a safe, professional and workmanlike manner and in material compliance with all Applicable Laws, including, but not limited to, federal Motor Carrier Safety Regulations (including without limitation 49 CFR Parts 381-399 and any amendments), federal and state vehicle codes, state commercial driver licensing laws, local, state and federal environmental requirements, and state and federal OSHA standards. CARRIER shall at all times have and maintain all permits, authorizations, registrations, franchises, certificates, licenses and all other required documents and approvals necessary to perform all Services. CARRIER acknowledges that it is required to comply with all COMPANY Minimum Standards Specifications and Drivers Instructions as set forth on Addendum 2, as well as with all site-specific operations and safety rules and procedures.

B. At COMPANY's reasonable request, CARRIER shall replace those employees, agents, subcontractors or other representatives who directly provide Services hereunder, if such individuals materially fail to comply with the terms and conditions contained herein; provided, however that, prior to replacing such individuals, COMPANY shall first be entitled to have thirty (30) days to cure such failure following written notice from COMPANY to CARRIER of such failure. In order for such notice from the COMPANY to be valid, the COMPANY shall describe in reasonable detail the specific failure of such individuals and the steps necessary for the CARRIER to take in order to cure such failure. If CARRIER fails to cure such failure, COMPANY shall have the right to deny CARRIER entry to any Origin or Destination at which Services are performed and/or to terminate this Agreement (in part or in whole) if CARRIER or its employees, agents, subcontractors or representatives fail to so comply.

8. CUSTODY AND HANDLING OF MATERIALS

CARRIER shall have the sole and exclusive responsibility and liability for the care, custody and control of the Materials only from the time the Materials are actually loaded onto CARRIER's trailer at the Origin Location until the Materials are discharged from such trailer at the Destination. CARRIER agrees that it shall be responsible for the transport of the Materials to the Destination without contamination of the Materials resulting from the selection or condition of CARRIER's Equipment, CARRIER's methods of processing and transporting the Materials, or any other element of CARRIER's operations or activities. Except in the event and to the extent of COMPANY'S negligence and loads in excess of legal limits when loaded by the COMPANY or any breach of the COMPANY'S duties and obligations hereunder, CARRIER assumes responsibility for any and all damages and fines arising out of CARRIER's negligent actions that

occur only during the time that the Materials is in CARRIER'S actual control, custody and possession. CARRIER is expressly prohibited from adding any objects, waste or materials to the Materials, or removing any objects, waste or materials from the Materials, at any point between an Origin Location and a Destination Location without the express written consent of COMPANY.

9. DAMAGES: REPAIRS

A. Each party hereto shall give reasonably prompt notice to the other party of any loss or damage to any of the other party's property or Equipment caused by such party. The party causing such loss or damage shall reasonably promptly repair all damages it caused to other party's property or Equipment, excluding normal wear and tear.

B. If the party causing such loss or damage does not adequately repair the other party's property or Equipment as provided in Section 9.A above, then the other party may submit a bill for the costs of repairs and labor expenses incurred in connection with such repair, and the party hereto causing such loss or damage shall promptly reimburse the other party.

C. Upon the expiration or early termination of this Agreement, CARRIER shall have twenty (20) business days to (i) remove all of its Equipment and personal property from any COMPANY facility which is the subject of this Agreement, and (ii) return any COMPANY Equipment in its possession. Any CARRIER Equipment and property not timely removed by CARRIER may be removed or stored by COMPANY. All reasonable out-of-pocket expenses costs incurred by COMPANY in removing and/or storing such Equipment and property shall be paid by CARRIER, as shall any and all costs incurred by COMPANY in recovering possession of any COMPANY-owned Equipment not timely returned by CARRIER as provided herein. The terms of this provision shall survive the termination of this Agreement.

10. GOVERNING LAW: JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to its conflict-of-law rules. Each of the Party hereto (a) consents to submit itself to the personal jurisdiction of any federal court located in the State of North Carolina or any North Carolina state court in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than a federal court sitting in the State of North Carolina or a North Carolina state court.

11. TERMINATION

A. By the COMPANY. The COMPANY may terminate this Agreement (in whole or in part) if the CARRIER materially breaches any of its material obligations expressly set forth in this Agreement; provided, however, such termination shall not take effect until the COMPANY has provided the CARRIER with written notice setting forth in explicit detail the nature of the CARRIER'S breach and the action required by the CARRIER to cure such breach, and the CARRIER has failed to cure such breach within thirty (30) days after receiving such notice;

provided, further, if any such breach is of such a nature that it is not reasonably susceptible of being cured within such thirty (30) day period, the COMPANY shall not terminate this Agreement if the CARRIER in good faith commences its efforts to cure such breach within said thirty (30) day period and thereafter in good faith and with diligence and continuity prosecutes such cure until the completion thereof, up to a maximum of ninety (90) days after the initial breach notice. If the CARRIER timely cures such breach, then such breach will be deemed not to have occurred.

B. By the CARRIER, The CARRIER shall have the right to terminate this Agreement (in whole or in part) immediately as follows:

(i) The COMPANY fails to pay any amount due to the CARRIER under this Agreement (including ADDENDUM 1), and such failure to pay continues for more than three (3) calendar days after notice thereof from the CARRIER to the COMPANY, provided that the CARRIER shall not be required to give the COMPANY more than two (2) such notices in any consecutive twelve (12) month period; and/or

(ii) The volumes in the ADDENDUM are not obtained by the CARRIER for a period of thirty (30) days; and/or

(iii) The COMPANY materially breaches any of its material obligations expressly set forth in this Agreement; provided, however, such termination shall not take effect until the CARRIER has provided the COMPANY with written notice setting forth in explicit detail the nature of the COMPANY'S breach and the action required by the COMPANY to cure such breach, and the COMPANY has failed to cure such breach within thirty (30) days after receiving such notice; provided, further, if any such breach is of such a nature that it is not reasonably susceptible of being cured within such thirty (30) day period, the CARRIER shall not terminate this Agreement if the COMPANY in good faith commences its efforts to cure such breach within said thirty (30) day period and thereafter in good faith and with diligence and continuity prosecutes such cure until the completion thereof, up to a maximum of ninety (90) days after the initial breach notice. If the COMPANY timely cures such breach, then such breach will be deemed not to have occurred.

C. Notwithstanding the termination of this Agreement, the obligations of the parties set forth in the following Sections shall survive such termination until the parties have fulfilled their obligations under such sections in accordance with the terms of this Agreement: 1, 2A, 4, 9, 10, 12, 14, 15, 18, 19, and 21 through 30.

12. CONFIDENTIALITY

During the Term of this Agreement and for two years after termination of this Agreement, neither party shall use, except in accordance with this Agreement, or disclose the rates payable to CARRIER by the COMPANY or the volumes of Materials hauled by the CARRIER except as required by law after providing disclosing party notice and, except with respect to outside consultants or professional advisors bound by confidentiality requirements as strict as those set forth herein.

CARRIER and COMPANY acknowledges that the foregoing covenants are reasonable in relation to the business of each. However, should any court of competent jurisdiction find that any provisions of such covenants are unreasonable, then such covenants shall be interpreted and

enforced to the maximum extent that the court deems reasonable. CARRIER and the COMPANY further acknowledges and agrees that, in the event of any breach of any provisions of this paragraph, the CARRIER or the COMPANY will suffer irreparable and ongoing harm that will not be fully compensable by damages. Therefore, in the event of any actual or threatened breach of this paragraph, the parties agree that, in addition to any and all other rights and remedies existing in law or in equity, seek immediate and ongoing injunctive relief.

13. SUBCONTRACTS / INDEPENDENT CONTRACTOR

CARRIER acknowledges and agrees that its subcontractors shall be fully bound to CARRIER to perform the Services in compliance with all of the terms and conditions of this Agreement, and that CARRIER shall at all times remain liable and responsible for compliance with this Agreement, including for any portion of the Services performed by subcontractors. This provision shall create no third-party beneficiary rights under this Agreement in any subcontractor.

It is understood by the parties hereto that the CARRIER and its employees, agents and subcontractors are not the agents or employees of the COMPANY, but an independent contract carrier(s).

14. INSURANCE

Each party hereto shall maintain, at such party's sole cost the insurance coverage set forth below. Should CARRIER retain any subcontractors or owner/operators (collectively "subcontractors") to perform any of the Services under this Agreement, CARRIER shall require that all subcontractors maintain the same insurance coverages with the same endorsements and limitations set forth below:

- (a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering such party's employees who are involved with providing or receiving the Services under this Agreement;
- (b) Employers' Liability Insurance protecting such party against common law liability in the absence of statutory liability, for employee bodily injury arising out of the master servant relationship with a limit of not less than \$1,000,000 per occurrence;
- (c) Commercial General Liability Insurance including products, completed operations, property damage and bodily injury coverage, with limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate;
- (d) Automobile Liability Insurance including all autos, non-owned and hired vehicle coverage with limits of liability of not less than \$2,000,000 per occurrence. Coverage may be composed entirely of primary insurance or at least \$1 million of primary insurance and the remainder in umbrella coverage; and

CARRIER'S Automobile Liability insurance coverage must be endorsed with Form MCS-90 and Broadened Pollution Endorsement CA-9948.

In addition to all the other risks for which coverage is provided in this Section 14, the Commercial General Liability Insurance shall cover the contractual liability assumed under Section 15 (Indemnification).

Each party must obtain the coverage listed above from an insurance carrier with no less than an A- and Financial Size Category of IX from the A.M. Best Company. Prior to commencement of the Services, each party hereto shall deliver to the other a certificate for itself, and for all subcontractors it intends to utilize, evidencing the required coverages including, but not limited to, coverage for such party's indemnity obligations. This certificate shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued, shall not be valid until the other party has received 30 days' written notice of such change or cancellation. A party's failure to request an insurance certificate shall not relieve the other party's obligation to supply a certificate(s) for itself and all subcontractors.

A form Certificate of insurance demonstrating the required coverages and endorsements is attached to this Agreement or shall be provided by each party to the other.

Each party agrees to comply with all terms of the insurance contracts referenced in this Section. Failure of a party to keep the required insurance policies in full force and effect during the Term of this Agreement and during any extensions thereof, shall constitute a material breach of this Agreement. Nothing contained in these provisions relating to coverage and amounts set out herein shall operate as a limitation of a party's liability in tort or contract under the terms of this Agreement. CARRIER agrees to indemnify and hold COMPANY harmless from and against any damages, costs and losses, however they arise and however denominated, that result in any manner from CARRIER'S or its subcontractors' failure to acquire and/or maintain the insurance coverages as described in this Section, or if any of the insurance coverages are uncollectible.

15. INDEMNIFICATION

A. Each party hereto (an "Indemnifying Party") covenants and agrees to defend (with counsel reasonably acceptable to the Indemnified Party), protect, indemnify, hold harmless and render whole the other party, its parents, subsidiaries and affiliates, and their respective officers, directors and employees ("Indemnified Parties") from and against all damages, claims, demands or causes of action and any liability, cost, fine, environmental remediation and response cost, penalty and/or expense, including but not limited to reasonable attorney's fees and expenses ("Damages"), incurred by each such Indemnified Party arising or resulting from, or caused by, violation of any laws or regulations by the Indemnifying Party, the breach of this Agreement by the Indemnifying Party, or the Indemnifying Party's, its subcontractors' or agents' (or their respective shareholders', partners', officers', directors' or employees') negligent acts or omissions under this Agreement or relating to the Services provided hereunder.

B. In no event whatsoever shall either party be liable to the other party for, nor shall an Indemnified Party seek, consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, or any other type of damages other than actual damages, arising out of or relating to any breach of this Agreement.

C. The indemnity obligations created by this section shall survive the expiration or termination of this Agreement for a period of one (1) year.

16. NOTIFICATION

If in connection providing the Services, CARRIER or any of its employees, agents, or subcontractors (i) is involved in an accident or incident causing injury or damage to any person or property or a spill of Materials; or (ii) receives any notice of a material violation of any statute, ordinance or regulation, CARRIER shall, reasonably promptly advise COMPANY and shall confirm the details of the incident in writing to COMPANY not later than thirty (30) days thereafter; provided, that (i) CARRIER'S insurer has first given CARRIER written consent to provide such confirmation, and (ii) CARRIER'S legal counsel has advised CARRIER that such confirmation will not result in any risk that CARRIER shall lose any legal rights, remedies, privileges or protections. Such confirmation shall not under any circumstances whatsoever be, or be deemed to be, an admission of liability or responsibility of CARRIER.

17. FORCE MAJEURE

In the event performance of this Agreement, by either party, is affected by strike or other labor disturbances fire, acts of terrorism, riot, war, unusually severe weather conditions, act of God, governmental actions or regulations, governmental requests or requisitions for national defense, or unforeseen breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Materials, or any other cause beyond the reasonable control of either party (a "Force Majeure"), the running of all periods of time mentioned herein shall be suspended during such interruption. Such period of suspension shall not in any way invalidate this Agreement, but on resumption of operations, the deliveries shall be continued, and no liability shall be incurred by either party for damages resulting from such suspensions. Economic hardship shall not be considered an event of Force Majeure. In the event of Force Majeure affecting a party's obligations hereunder, such party shall reasonably promptly notify the other party in writing. If the service interruption caused by the Force Majeure continues beyond 90 days, either party shall have the right to terminate the Agreement with respect to the Services not performed and for which satisfactory alternative Service is not provided during the Force Majeure by giving the other party at least 7 days' prior written notice. To be effective, such notice must be delivered during the Force Majeure event.

18. NOTIFICATION

All notices, requests, demands, claims or other communications hereunder must be in writing and shall be deemed duly given (i) if personally delivered, (ii) sent by facsimile, email, "pdf" (if sent by facsimile, email, or "pdf", such electronic copy to be promptly followed by hardcopy), (iii) sent by a recognized overnight delivery service that guarantees next day delivery ("Overnight Delivery") or (iv) mailed registered or certified mail, return receipt requested, postage prepaid, in each case transmitted or addressed to the intended recipient as set forth below or at such other address as any party hereto notifies the other parties hereof in writing:

If to COMPANY:

Watauga County
 Attention: Deron Geoque, County Manager
 815 West King Street Room 205
 Boone, NC. 28605

If to CARRIER:

CUSTOM ECOLOGY, INC.
 Attention: Derk Lockhart
 11298 Florida Blvd.,
 Walker, LA 70785

The parties hereto agree that notices or other communications that are sent in accordance herewith (i) by personal delivery, facsimile, email or "pdf", will be deemed received on the day sent or on the first business day thereafter if not sent on a business day, (ii) by Overnight Delivery, will be deemed received on the first business day immediately following the date sent, and (iii) by U.S. mail, will be deemed received three (3) business days immediately following the date sent. For purposes of this Agreement, a "business day" is any day other than a Saturday or Sunday or a Federal legal holiday. Notwithstanding anything to the contrary in this Agreement, in the event an action required or permitted by this Agreement is to be taken by a certain date and such date is not a business day, such action may be performed on the next succeeding day that is a business day.

19. ASSIGNABILITY

Neither party shall assign its rights, responsibilities and obligations under this Agreement without the prior written consent of the other party, except that either party may assign its rights, responsibilities and obligations under this Agreement to any subsidiary, parent or affiliated company or any purchaser of such party's assets or businesses relating to or covered by this Agreement without the other party's consent, such consent not to be unreasonably withheld, delayed or conditioned. A transfer by CARRIER of substantially all of its assets to another entity (whether in one transaction or a series of transactions), or the merger or consolidation of CARRIER with another entity, or the transfer of a controlling ownership interest of such party, will not be deemed to constitute an assignment of this Agreement. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

20. ADMINISTRATIVE

CARRIER must provide to COMPANY copies of a current Insurance Certificate, including additional insured designations as required herein, for itself and any subcontractors that will perform Services for CARRIER, prior to the first Effective Date under this Agreement and, thereafter, within three business days after written request by COMPANY. In addition, at COMPANY's request, CARRIER promptly shall provide the following documents:

- (a) Operating authority;
- (b) Executive, operations, emergency and customer service contacts, with telephone numbers;
- (c) Most recent Bureau of Motor Carrier Safety Survey or U.S. DOT Safety Rating for itself and if requested by COMPANY, for all subcontractors CARRIER intends to use; and
- (d) Any and all sales and/or use tax permits required for CARRIER to operate in those states or jurisdictions where the Origin or Destination Locations are located or to provide Services under this Agreement.

21. COUNTERPARTS: FACSIMILE

This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one and the same instrument. The parties agree that a facsimile signature may substitute for, and have the same legal effect as, an original signature.

22. SEVERABILITY

If any part of the Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.

23. ENTIRETIES

This Agreement, including its Addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, and understanding, oral or written, relative to said subject matter. All prior negotiations between the parties are merged into this Agreement, and there are no promises, Agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied between the parties other than as set forth herein and therein.

24. AMENDMENT: WAIVER.

Neither terms of this Agreement nor any Addendum may be altered by any oral agreement, nor by failure to insist upon performance, or failure to exercise any rights or privileges, but rather alterations, additions or changes to this Agreement will only be accomplished by written amendments or changed or additional Schedules or other attachments, in each case executed by both parties. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific instance described therein. No waiver by COMPANY or CARRIER of any default of the other under this Agreement shall operate as a waiver of any future default whether of like or different character.

25. ATTORNEYS' FEES

In the event of litigation with respect to matters arising under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs of such litigation.

26. **PUBLICITY**

Except as may be required by law or governmental rules or the requirements of any exchange on which securities of each or an affiliate of each are traded, each shall not, without the prior written consent, which may be granted or withheld at the other party's sole discretion:

- (a) Use the name, brand, trademarks or any descriptions of each and/or its industry that would allow a third party to identify each, in advertising or promotional material, publicity releases or for any other commercial purpose; or
- (b) Disclose the subject matter or terms and conditions of this Agreement.

In no case shall each or an affiliate of each use the other party's Brand or information about, equipment or operations in a manner that disparages the other party.

27. **BILLING**

The COMPANY acknowledges that the CARRIER can bill weekly and/or by the individual load and the COMPANY shall pay all undisputed bills within ten (10) days as of the date of the invoice. All bills not paid within the specified time are subject to late fees equal to the greater of \$50 per invoice or 1.5% of the outstanding balance per month.

28. **HEADINGS; CAPTIONS.**

The headings or captions to paragraphs and sections in this Agreement are for the convenience of the parties only, are not part of this Agreement and shall have no effect upon the interpretation or construction of this Agreement.

29. **MEDIATION.**

At the request of either party to this Agreement, any dispute arising hereunder shall be first submitted to mediation before a party initiates litigation. The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the mediation rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in North Carolina with a certified mediator, mutually agreed upon by Custom Ecology and Watauga County, pursuant to North Carolina Rules Implementing Statewide Mediated Settlement Conferences and other Settlement Procedures in Superior Court Civil Actions. The parties agree to work together to schedule a mediation, not to exceed one day, to take place within a period of thirty (30) days from the date upon which mediation pursuant to this section of this Agreement; provided, however, that the mediation shall proceed after such thirty (30) day period has elapsed if the good faith efforts of the parties to schedule the mediation within

such period are not successful. The parties shall share the mediator's fee and any filing fees equally.

30. CONSTRUCTION.

Within this Agreement and ADDENDUM 1, the singular shall include the plural and the plural shall include the singular and any gender shall include all other genders, all as the meaning and context shall require. In connection with any action or event which by the terms hereof requires consent of a party hereto, such consent shall not be unreasonably withheld or delayed, unless expressly provided otherwise. This Agreement was negotiated at arm's length and each party voluntarily agrees to each and every provision without reliance upon any representation, promise, inducement, statement or agreement that is not expressly set forth in this Agreement. In connection with its entry into this Agreement, each party had the opportunity to be represented by counsel of its choice, and no party shall be deemed the "author" of this Agreement for purposes of resolving any asserted ambiguity herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

COMPANY:

By: _____

Title: _____

Date: _____

CARRIER:

By:  _____

Title: PRESIDENT / CEO

Date: 12/6/2023

CUSTOM ECOLOGY, INC.

1 [NEEDS TO BE CHANGED FOR EACH DEAL]

1. ORIGIN AND DESTINATION LOCATIONS
 - 1.1 Origins Watauga County TS, 336 Landfill Road, Boone N.C. 28607
June 3rd 2024 Commencement-Date
 - 1.2 Destinations Eco Safe Landfill, 385 Harr Ln, Blountville, TN 37617 June 3rd 2024
Commencement Date
2. Minimum Volumes and Per Load Weights
3. RATES AND CHARGES
See RATES AND CHARGES-(Table 1)
4. RATES AND CHARGE ASSUMPTIONS
See RATES AND CHARGES ASSUMPTIONS - (Table 2)

**ADDENDUM 1
RATES AND CHARGES - TABLE 1**

<i>ORIGIN LOCATION</i>	<i>DESTINATION LOCATION</i>	<i>TRANSPORTATION RATE (PER LOAD)</i>	<i>CARRIERS COST OF FUEL AT \$3.10/GALLON</i>	<i>LANE MILES</i>
Watauga County TS	ADS Eco Safe Landfill	\$24.55/per ton	\$98.55/ load	152.60

RATE ADJUSTMENTS

CPI Change

The rates quoted above net of fuel cost for all Origins shall be adjusted on the first anniversary date of the Agreement, and annually thereafter, by a percentage equal to 100% of the consumer price index as provided by the U.S. Department of Labor, Bureau of Labor Statistics for All Urban Consumers for the South Urban Area (All Items Less Energy), for latest available monthly index period to the same index twelve months prior, as published by the U.S. Department of Labor using the formula shown below

The following example illustrates the computation of percent change for an agreement with an anniversary date of March 31, 2005:

CPI for current period [February 2006]	221.6
Less CPI for previous period [February 2005]	215.6
Equals index point change	5.9
Divided by previous period CPI [February 2005]	215.6
Equals	.027
Result multiplied by 100	2.7%
Equals percent change for next twelve-month Period	

The following example illustrates the calculation of the adjusted rate:

Transportation Rate	\$559.44
Less cost of fuel at \$3.10/gallon	<u>\$(98.55)</u>
Transportation Rate net of Fuel	\$ 460.89
Multiplied by the percent change above	<u>X 2.7%</u>
Equals dollar amount of increase	\$ 12.44
Plus, Transportation Rate	<u>\$460.89</u>
Equals adjusted Rate	<u>\$473.33</u>

Fuel Surcharge

In the event that the price of fuel deviates from the threshold price per gallon a mileage-based fuel surcharge (or discount) shall be applied on a per haul basis. The surcharge will increase or decrease by one cent (\$.01) per mile for every 5-cent increase or decrease in the price of diesel fuel above or below the threshold price of \$2.898 per gallon. Calculations shall be made the first day of each month based upon the United States Department of Energy PADD 1C (Lower Atlantic) price for the previous Monday (or Tuesday if Monday is a Federal holiday).

1) A surcharge will be added to all rates and charges on a per haul basis provided in this schedule and subsequent amendments hereto, determined by the table and method below.

Origin/Destination: Watauga TS to Eco Safe LF

Threshold price per gallon	<u>\$3.10</u>
PADD 1C Fuel Price as of 11/6/23	<u>\$4.163</u>
Fuel Surcharge per mile per chart	\$0.21
Origin/Destination Round Trip Miles	152.6
Fuel Surcharge per load	<u>\$32.05</u>

2) The weekly Department of Energy (DOE) Diesel Fuel Price Index as shown in the Transport Topics and reported by the DOE Index Service, phone no. (202) 586-6966, will be used as announced each Monday, or on Tuesday when Monday is a federal holiday*.

3) The surcharge will be adjusted and effective on the 1st day of each month based on the DOE index amount for PADD 1C (Lower Atlantic) price for the previous Monday (or Tuesday in Monday is a Federal holiday) as determined by the corresponding per mile surcharge shown in the table below

TABLE FOR FUEL SURCHARGE CALCULATION							
\$0.00 Per Mile				\$0.00 Per Mile			
Average Price/ Gallon		Surcharge		Average Price/ Gallon		Surcharge	
\$ 1.251	to	\$ 1.300	\$ (0.36)	\$ 3.100	to	\$ 3.149	\$ -
\$ 1.301	to	\$ 1.350	\$ (0.35)	\$ 3.150	to	\$ 3.199	\$ 0.01
\$ 1.351	to	\$ 1.400	\$ (0.34)	\$ 3.200	to	\$ 3.249	\$ 0.02
\$ 1.401	to	\$ 1.450	\$ (0.33)	\$ 3.250	to	\$ 3.299	\$ 0.03
\$ 1.451	to	\$ 1.500	\$ (0.32)	\$ 3.300	to	\$ 3.349	\$ 0.04
\$ 1.501	to	\$ 1.550	\$ (0.31)	\$ 3.350	to	\$ 3.399	\$ 0.05
\$ 1.551	to	\$ 1.600	\$ (0.30)	\$ 3.400	to	\$ 3.449	\$ 0.06
\$ 1.601	to	\$ 1.650	\$ (0.29)	\$ 3.450	to	\$ 3.499	\$ 0.07
\$ 1.651	to	\$ 1.700	\$ (0.28)	\$ 3.500	to	\$ 3.549	\$ 0.08
\$ 1.701	to	\$ 1.750	\$ (0.27)	\$ 3.550	to	\$ 3.599	\$ 0.09
\$ 1.751	to	\$ 1.800	\$ (0.26)	\$ 3.600	to	\$ 3.649	\$ 0.10
\$ 1.801	to	\$ 1.850	\$ (0.25)	\$ 3.650	to	\$ 3.699	\$ 0.11
\$ 1.851	to	\$ 1.900	\$ (0.24)	\$ 3.700	to	\$ 3.749	\$ 0.12
\$ 1.901	to	\$ 1.950	\$ (0.23)	\$ 3.750	to	\$ 3.799	\$ 0.13
\$ 1.951	to	\$ 2.000	\$ (0.22)	\$ 3.800	to	\$ 3.849	\$ 0.14
\$ 2.001	to	\$ 2.050	\$ (0.21)	\$ 3.850	to	\$ 3.899	\$ 0.15
\$ 2.051	to	\$ 2.100	\$ (0.20)	\$ 3.900	to	\$ 3.949	\$ 0.16
\$ 2.101	to	\$ 2.150	\$ (0.19)	\$ 3.950	to	\$ 3.999	\$ 0.17
\$ 2.151	to	\$ 2.200	\$ (0.18)	\$ 4.000	to	\$ 4.049	\$ 0.18
\$ 2.201	to	\$ 2.250	\$ (0.17)	\$ 4.050	to	\$ 4.099	\$ 0.19
\$ 2.251	to	\$ 2.300	\$ (0.16)	\$ 4.100	to	\$ 4.149	\$ 0.20
\$ 2.301	to	\$ 2.350	\$ (0.15)	\$ 4.150	to	\$ 4.199	\$ 0.21
\$ 2.351	to	\$ 2.400	\$ (0.14)	\$ 4.200	to	\$ 4.249	\$ 0.22
\$ 2.401	to	\$ 2.450	\$ (0.13)	\$ 4.250	to	\$ 4.299	\$ 0.23
\$ 2.451	to	\$ 2.500	\$ (0.12)	\$ 4.300	to	\$ 4.349	\$ 0.24
\$ 2.501	to	\$ 2.550	\$ (0.11)	\$ 4.350	to	\$ 4.399	\$ 0.25
\$ 2.551	to	\$ 2.600	\$ (0.10)	\$ 4.400	to	\$ 4.449	\$ 0.26
\$ 2.601	to	\$ 2.650	\$ (0.09)	\$ 4.450	to	\$ 4.499	\$ 0.27
\$ 2.651	to	\$ 2.700	\$ (0.08)	\$ 4.500	to	\$ 4.549	\$ 0.28
\$ 2.701	to	\$ 2.750	\$ (0.07)	\$ 4.550	to	\$ 4.599	\$ 0.29
\$ 2.751	to	\$ 2.800	\$ (0.06)	\$ 4.600	to	\$ 4.649	\$ 0.30
\$ 2.801	to	\$ 2.850	\$ (0.05)	\$ 4.650	to	\$ 4.699	\$ 0.31
\$ 2.851	to	\$ 2.900	\$ (0.04)	\$ 4.700	to	\$ 4.749	\$ 0.32
\$ 2.901	to	\$ 2.950	\$ (0.03)	\$ 4.750	to	\$ 4.799	\$ 0.33
\$ 2.951	to	\$ 3.000	\$ (0.02)	\$ 4.800	to	\$ 4.849	\$ 0.34
\$ 3.001	to	\$ 3.050	\$ (0.01)	\$ 4.850	to	\$ 4.899	\$ 0.35
\$ 3.051	to	\$ 3.100	\$ -	\$ 4.900	to	\$ 4.949	\$ 0.36

***Based on PADD IC (Lower Atlantic) pricing.**

RATES AND CHARGE ASSUMPTIONS-TABLE 2

Line-haul rates include tarping and all tolls.

Except as set forth in the Agreement or as otherwise agreed by the parties, COMPANY is responsible for loading services at all Origin Locations at no cost to CARRIER.

Volume and operational requirements may dictate the use of trailer pools and on-site pre-loaders and unloaders.

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AGENDA ITEM 11:

SANITATION MATTERS

C. Request to Schedule A Public Hearing to Allow Citizen Comment on Proposed Changes to the Solid Waste and Operating Ordinance

MANAGER'S COMMENTS:

Per Commissioner direction, staff has consolidated the Solid Waste and Operations Ordinances into one document. Changes/additions are marked in red. Major changes are the addition of the following definitions:

- 33. Multiple Family Residential
- 36. Municipal Solid Waste Collector
- 48. Residential Waste
- 49. Resident
- 55. Transfer Station
- 57. Solid Waste Collector

Further changes include the addition of:

- 4) The landfill tipping user fee shall be assessed, to all remaining users at a rate established by the Budget Ordinance as measured by weight, at the County disposal facility.
- 5) The landfill tipping user fee waiver will be established through the Budget Ordinance, for all private single-family detached homes and duplex residential users, as measured by weight at the County disposal facility.
- 6) The landfill tipping user fee waiver applies to residents possessing a valid North Carolina Division of Motor Vehicles Driver's License or Real Identification Card as verified, by County staff, at the County disposal facility.
- 7) Within 60 days of moving within Watauga County, residents must update their physical address with the North Carolina Division of Motor Vehicles and obtain a duplicate North Carolina Division of Motor Vehicles Driver's License or Real Identification Card.
- 7) TIPPING FEE WAIVER POLICY
- 8) The County Manager may waive the tipping user fee for debris created by not-for-profit organizations and as a result of fire to a primary homeowner's residence. A not-for-profit organization or property owner who has created debris or experienced a fire loss may apply directly to the County Manager. Eligibility is based on:

- a) Memorandum of purpose by the not-for-profit entity and proof of not-for-profit status.
- b) Statement by property owner of no insurance coverage for debris removal and income below the current County median as established by the US Department of Housing and Urban Development.
- c) Documentation in the form of the prior year's tax return is required. In the absence of a tax return a notarized statement, by the not-for-profit or property owner that no tax return was required the previous year, is acceptable.

Tipping user fee may be waived by the County Manager on a case-by-case basis for a period not to exceed one-week and debris volumes not exceed a total amount of 20 tons.

With the changes staff has reinstated the ability for residents with a valid North Carolina Division of Motor Vehicles Driver's License or Real Identification Card as verified, by County staff, to utilize the 2,000 pounds tonnage waiver Monday through Saturday.

Staff is requesting the Board schedule a public hearing for February 6, 2024 to seek public comment. The introduction of the ordinance at the January 16, 2024 Commissioners' Meeting shall serve as the first reading and the February 6, 2024 Commissioners' Meeting shall serve as the second reading and therefore; available for adoption depending on public input.

Staff seeks direction from the Board.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

SOLID WASTE ORDINANCE

ARTICLE I. AUTHORITY AND PURPOSE

Be it ordered by the Watauga County Board of Commissioners that the following Ordinance and Regulations for the protection of the public health and safety are hereby adopted pursuant to authority granted by Chapter 153A, Sections 121, 122, 123, 132.1, 136, 292, Chapter 130A, Sections 292 and 309 of the North Carolina General Statutes, and shall, among other things:

Provide for regulation in the most economically feasible, cost-effective and environmentally-safe manner, the storage, collection, transportation, separation, processing, recycling, and disposal of solid waste, to include hazardous waste (to the extent permitted by law) and medical waste, in order to protect the public health, safety and welfare;

Enhance the environment for the citizens and the residents of Watauga County and recover resources which have the potential for further usefulness, all in accordance with the authority, purposes, policies and goals enunciated in the laws and regulations of the State of North Carolina pertaining to solid waste management;

Deter unlawful disposal of solid waste;

Abate illegal dump sites; and

Encourage reporting of littering and illegal dumping.

ARTICLE II. JURISDICTION AND APPLICABILITY OF FEDERAL AND STATE LAWS

Pursuant to NCGS 153A-122, this ordinance shall apply to all areas of unincorporated Watauga County which are not within the corporate limits of any municipalities. All municipalities and their respective corporate limits shall be exempted from the ordinance, unless they choose to adopt this ordinance or some form thereof.

The intent of this ordinance is to promote and encourage proper and lawful solid waste management including but not limited to waste reduction, reuse, recycling, and disposal.

The provisions of this Ordinance are intended, and shall be interpreted, to be consistent with and supplementary to the North Carolina General Statutes, State rules, and any county ordinance, regarding solid waste. To insure such intent and interpretation,

and in the event of ambiguity between the provisions of this Ordinance and other laws, rules, or ordinances, the stricter of the provisions shall apply. Any violation of such provisions shall also be a violation of this Ordinance.

ARTICLE III. ADMINISTRATION AND ENFORCEMENT

The Watauga County Board of Commissioners authorizes the administration and enforcement of this Ordinance. The administration and enforcement of this ordinance shall be vested with the Sheriff's Office.

ARTICLE IV. DEFINITIONS

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

1. Ashes: Refuse resulting from the burning of wood, coal, coke or other combustible material which have no live embers.
2. Board: Board of Commissioners of Watauga County.
3. Bulky waste: Large man-made items of solid waste such as furniture, large auto parts, and other oversized wastes whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.
4. Collection: The act of removing solid waste (or materials that have been separated for the purpose of recycling) to a transfer station, processing facility, or disposal facility.
5. Commercial solid waste: All types of solid waste generated by stores, offices, restaurants, warehouses, other non-manufacturing activities, and places of residence having three or more dwelling units such as apartment buildings and mobile home courts.
6. Commercial Solid Waste Collector: Any person, firm, corporation, or other entity, engaged in whole or part, in the collection, transportation, delivery, or disposal of solid waste generated within the service area, including any such entity engaged in such activities with respect to solid waste generated by others for profit.
7. Commercial and Institutional Establishment: Office; retail store; wholesale store; religious, charitable, or government office; private club; hospital; group of mobile homes; apartment; group of apartments; or similar establishment.
8. Construction and Demolition Waste: Solid waste resulting

solely from construction, remodeling, repair, or demolition operations on buildings, or other structures, but does not include inert debris, land-clearing debris, yard debris, brick, uncontaminated soil, sand, gravel, rock, concrete, or concrete block.

9. Convenience Centers: Disposal sites operated by the County which are staffed and contain recycling receptacles. Also known as "container site" or "green box site."

10. Demolitions Materials: Lumber, bricks, plaster, sheet-rock, loam and other substances used for repairs, construction, or as a result of destruction of buildings or structures.

11. Dead Animals-Large: Any domestic or non-domestic animal larger than common house pets such as cats and dogs.

12. Dead Animals-Small: Cats, dogs, and other small animals.

13. Department: The North Carolina Department of Environmental Quality.

14. Disposal: The discharge, deposit, injection, dumping, spilling, leaking or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

15. Division: The Director of the Division of Solid Waste Management of the North Carolina Department of Environmental Quality, or the Director's authorized representative.

16. Dumpster or Bulk Container: Refuse bulk-storage container units which are owned and/or maintained by Watauga County for the purpose of collecting refuse.

17. Enforcement Officer: A deputy employed by the Watauga County Sheriff's Department as appointed by the Watauga County Sheriff whose duties primarily are the enforcement of this ordinance.

18. Farming: Activities related or incidental to production of crops, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agricultural products having a domestic or foreign market.

19. Garbage: All putrescible waste, including animal offal and carcasses, and recognizable industrial by-products, but excluding

sewage and human waste.

20. Hazardous waste: A solid waste, or combination of solid wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics may:

a. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or

b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

c. Provided, however, that nothing herein shall be construed to authorize the County to regulate hazardous waste in any manner prohibited by or pre-empted by the applicable North Carolina General Statutes and State rules and regulations.

21. Hazardous Solid Wastes: Includes, but is not limited to, explosives, pathological wastes, pesticides, chemicals highly combustible and other toxic materials which are harmful to public health.

22. Industrial Establishments: Factories, processing plants and other manufacturing enterprises.

23. Industrial process waste: Solid waste resulting from an industrial or manufacturing process which may be disposed of at the county landfill after demonstrating its non-hazardous status through analysis, or by other means. Includes, but is not limited to sandblasting grit, contaminated food products, ash and dust.

24. Industrial solid waste: Solid waste generated by manufacturing or industrial processes that is not hazardous waste.

25. Inert debris: Solid waste, which consists solely of material that, is virtually inert and that is likely to retain its physical and chemical structure under expected conditions of disposal. Brick, uncontaminated soil, sand, gravel, rock, concrete, or concrete block.

26. Infectious waste: Solid waste capable of producing an infectious disease. The types of waste designated as infectious

are: microbiological waste, pathological waste, blood products and sharps.

27. Institutional Solid Waste: Solid waste generated by educational, correctional, and other institutional facilities.

28. Land-clearing debris: Solid waste which is generated solely from land-clearing activities.

29. Land Clearing and Inert Debris (LCID): Stumps, yard-waste, vegetative materials, untreated wood, brush, uncontaminated earth.

30. Landfill: A disposal facility or part of a disposal facility where waste is placed in or on land and which is not a land treatment facility, a surface impoundment, an injection well, a hazardous waste long-term storage facility or a surface storage facility.

31. Local Governing Agency: Incorporated cities, towns, counties and specific purpose districts which are empowered to undertake solid waste management programs.

32. Medical waste: Any solid waste which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include any hazardous waste identified or listed pursuant to this Ordinance, radioactive waste, or household waste as defined in 40 CFR §261/4(b)(1) in effect on 1 July 1989, or those substances excluded from the definition of "solid waste" in this Ordinance.

33. Multiple Family Residential: Three or more attached dwelling units, any apartments or group of apartments, mobile home parks.

34. Municipal solid waste: Any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed and disposed of through a public entity or municipal solid waste management service. Municipal solid waste does not include hazardous waste, sludge, or industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations.

35. Open Burning: Any fire wherein the products of combustion are emitted directly into the atmosphere and are not directed thereto through a stack or chimney, incinerator, or other similar devices.

36. Municipal Solid Waste Collector: Any public entity or municipal solid waste management service engaged in whole or part, in the collection, transportation, delivery, or disposal of solid waste generated within the service area, including any such entity engaged in such activities with respect to solid waste generated by others.

37. Open dump: Any facility or site where solid waste is disposed of that is not a sanitary landfill and that is not a facility for the disposal of hazardous waste, specifically including a solid waste disposal site that does not have a permit, and/or does not comply with the rules set forth in the North Carolina Solid Waste Management Rules, 15A N.C.A.C. 13b.

38. Pathological waste: Human tissues, organs, and body parts, and the carcasses and body parts of any animals that were known to have been exposed to pathogens that are potentially dangerous to humans during research, were used in the production of biologicals or in vivo testing of pharmaceuticals, or that died with a known or suspected disease transmissible to humans.

39. Person: Any individual, firm, corporation, company, association, partnership, unit of local government, State agency, federal agency or other legal entity.

40. Premises: A definite portion of real estate including its appurtenance, a building, or part of a building.

41. Processing: Any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport; amendable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.

42. Putrescible: Solid waste capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors and gases, such as kitchen wastes, offal, and animal carcasses.

43. Radioactive waste: Waste containing any material, whether solid, liquid, or gas that emits ionizing radiation spontaneously.

44. Recyclable material: Those materials which are capable of

being recycled, reused and which would otherwise be processed or disposed of as solid waste.

45. Recycling: Any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed, and reused or returned to the use in the form of raw materials or products.

46. Refuse: All non-putrescible wastes. Solid waste, other than garbage and ashes, from residences, commercial establishments, and institutions.

47. Regulated medical waste: Blood and body fluids in individual containers in volumes greater than 20ml, microbiological waste, and pathological waste that has not been treated pursuant to state rules.

48. Residential Waste: Solid waste originating from private households or dwelling units occupied by one family (private single-family detached homes and duplexes). Solid waste from a place of residences having three or more attached units is defined as commercial solid waste.

49. Resident: Individual who permanently resides in a dwelling unit as primary residence, located within Watauga County, and possesses a valid North Carolina Division of Motor Vehicles Driver's License or Real Identification Card reflecting their current physical address.

50. Sanitary Landfill: A facility for disposal of solid waste on land in sanitary manner in accordance with rules concerning sanitary landfill adopted under Article 9 Chapter 130A as defined in NCGS §130A-290.

51. Scrap Tire: (Whole scrap tires are banned from disposal at sanitary landfills) A tire that is no longer suitable for its original, intended purpose because of wear, damage, or defect.

52. Sharps: Needles, syringes, and scalpel blades.

53. Sludge: Any solid, semisolid, or liquid waste generated from a municipal, commercial, institutional, or industrial wastewater treatment plant, or air pollution control facility, or any other waste having similar characteristics and effects.

54. Solid Waste: Any hazardous or non-hazardous garbage, refuse or sludge from a waste treatment plant, water supply treatment plant

or air pollution control facility, domestic sewage and sludges generated by the treatment thereof in sanitary sewage collection, treatment and disposal systems, and other material that is either discarded or is being accumulated, stored or treated prior to being discarded, or has served its original intended use and is generally discarded, including solid, liquid, semisolid or contained gaseous material resulting from industrial, institutional, commercial and agricultural operations, and from community activities. Solid waste does not include:

- a. Fecal waste from fowls and animals other than humans.
- b. Solid or dissolved material in:
 1. Domestic sewage and sludge generated by treatment thereof in sanitary sewage collection, treatment and disposal systems which are designed to discharge effluents to the surface waters.
 2. Irrigation return flows.
 3. Wastewater discharges and the sludges incidental to and generated by treatment which are point sources subject to permits granted under Section 402 of the Water Pollution Control Act, as amended (P.L. 92-500), and permits granted under G.S. 143-215.1 by the Environmental Management Commission. However, any sludge that meet the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.
- c. Oils and other liquid hydrocarbons controlled under Article 21A of Chapter 143 of the General Statutes. However, any oils or other liquid hydrocarbons that meet the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.
- d. Any source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended (42 U.S.C. §2011).
- e. Mining refuse covered by the North Carolina Mining Act, G.S. 74-46 through 74-68 and regulated by the North Carolina Mining Commission (as defined under G.S. 143B-290). However, any specific mining waste that meets the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.
- f. Recyclable material.

g. Hazardous waste excluded pursuant to G.S. 153A-136 and G.S. 153A-294.

55. Transfer Station: Facility located at 463 Landfill Road, Boone, NC where solid waste is processed for disposal.

56. Solid Waste Rules: The regulations governing solid waste management adopted by the Solid Waste Section of the Department of Environment and Natural Resources in accordance with EPA guidelines and other Federal Regulations.

57. Solid Waste Collector: Any person who collects or transports solid waste, and is compensated by customer and/or employer.

58. Solid Waste Disposal: Collection, storage, treatment, utilization, processing, or final disposal of solid wastes.

59. Solid Waste Disposal Facility: Land, personnel, equipment, or other resources used in the disposal of solid wastes.

60. Special Waste: Any waste that cannot be disposed of with regular solid waste and requires special handling, permits, or incurs additional disposal costs.

61. Used oil: any oil which has been refined from crude oil or synthetic oil and, as a result of use, storage, or handling, has become unsuitable for its original purpose.

62. Waste: Litter, rubbish, refuse and miscellaneous, unusable or unwanted materials.

63. White goods: Includes refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar domestic and commercial large appliances.

64. Yard Waste: Solid waste consisting of vegetative materials originating from landscaping maintenance such as leaves, grass, limbs, and trimmings.

The definitions set forth in NCGS §130A-290 which are not expressly set forth in this ordinance shall apply to and are hereby incorporated herein by reference to this ordinance.

ARTICLE V. STORAGE AND DISPOSAL

1. No person, owner, occupant, tenant, or lessee of any property may deposit, store or permit to accumulate any solid waste on property owned or occupied by the person, owner, occupant, tenant, or lessee that is not stored or disposed of as required by this Ordinance.

2. The owner, occupant, tenant, or lessee of any property shall remove or cause to be removed all solid waste from his property at such reasonable intervals as will prevent a nuisance from arising which causes or creates the likelihood of injury to the health, safety, or welfare of another person or the likelihood of injury to adjoining property.

3. Garbage and refuse shall be stored and/or sorted in a manner that will resist harborage to rodents and vermin and will not create a fire hazard.

4. No owner, occupant, tenant, or lessee of any building or dwelling may place or leave, or cause to be placed or left, outside the building or dwelling any bulky waste for longer than ninety (90) days. Provided that the storage of junk vehicles in compliance with other Watauga County Ordinances shall not constitute a violation of this Solid Waste Management Ordinance.

5. No owner, occupant, tenant, or lessee of any building or dwelling may leave outside the building or dwelling, in a place accessible to children, any abandoned or unattended icebox, refrigerator, freezer, or other item or piece of equipment that has a door or cover that cannot be opened from the inside, without first removing the door.

6. Solid waste may be disposed of only in one of the following ways:

(a) In a landfill, transfer facility, or other disposal facility duly authorized and permitted by the Division;

(b) In an incinerator that has obtained and possesses all required local, state and federal control permits;

(c) By any other method, including recycling and resource recovery, that has been approved by the Division;

(d) At a container-site or convenience center operated by Watauga County, and transported to a landfill or other disposal facility duly authorized and permitted by the Division; or

(e) As otherwise authorized by the Watauga County Solid Waste Ordinance.

7. No person may discard, dispose of, leave, or dump any solid waste on or along any street or Highway or on public or private property unless such solid waste is placed in a receptacle or at locations properly permitted for the deposit of solid waste.

8. No person shall throw, scatter, spill, place, cause, or allow to be blown, scattered, spilled, thrown or placed, or otherwise dispose of any litter upon any public property or private property not owned by said violator within Watauga County or into the waters of Watauga County including, but not limited to, upon any public highway, public park, lake, river, stream, campground, forest land, recreational area, mobile home park, highway, road, street or alley; the occurrence of any of the foregoing acts resulting from transporting solid waste in a vehicle shall constitute a violation.

9. No person shall intentionally and willfully dump or deposit any solid waste material on the property owned by the violator or the property of another with or without the *written* consent of the property owner which is inconsistent with proper and lawful solid waste management and disposal practices.

10. No person shall burn solid waste except as permitted by existing fire codes and state laws.

11. Nothing in this Ordinance is intended to authorize the disposal of solid waste in any manner prohibited by federal or state laws or regulations.

12. Construction and Demolition waste as defined herein must only be disposed of at disposal sites approved and permitted by the Division.

13. Regulated medical, hazardous, and radioactive waste must be disposed of according to written procedures approved by the Division.

14. All sharps shall be placed in a sealed, puncture-proof container prior to disposal.

15. A person operating or having operated an open dump for disposal of solid waste or a person who owns land on which such an open dump is or has been operating shall immediately close the site in accordance with 15A NCAC 13B §.0502.

16. No person shall bury solid waste in earth or submerge solid waste in water unless expressly permitted by this Ordinance or applicable federal and state law and regulations.

17. Pursuant to G.S. 153A-136 and G.S. 153A-294, no person shall dispose of hazardous waste within any Watauga County solid waste disposal facility.

ARTICLE VI. DEFINITION AND ABATEMENT OF SOLID WASTE NUISANCES

1. By the authority of the provisions of N.C. Gen. Stat. §153A-140 of the North Carolina General Statutes, the storage, accumulation or presence of solid waste on public or private property in the area of jurisdiction of this Ordinance which is:

- (a) A breeding ground or harbor for mosquitoes or other insects, snakes, rats, or other pests;
or
- (b) A point of collection for pools or ponds of water; or
- (c) A point of concentration of gasoline, oil, or other flammable, toxic or explosive materials;
or
- (d) So located that there is a danger of falling, sliding or turning over; or
- (e) A source of danger for children through entrapment in areas of confinement that cannot be opened from the inside or from exposed surfaces or metal, glass, or other rigid materials

is hereby proclaimed and declared to be unlawful and a public nuisance. Such public nuisance shall be subject to abatement as provided in this Ordinance.

2. Upon reasonable cause to believe that a public nuisance as defined above exists, the Enforcement Officer or his designee, and

upon not less than ten (10) days' notice to the occupant and owner of the property on which the alleged nuisance is located, shall make a determination of whether or not such nuisance does, in fact, exist. If the Enforcement Officer makes a determination that a public nuisance exists, he shall enter and serve upon the owner and occupant an order to remove, abate or remedy the nuisance within a reasonable period of time, but not more than ninety (90) days. Such order may be appealed by the owner or occupant to the Board of County Commissioners as provided in ARTICLE VII of this ordinance.

3. Upon failure of the owner or occupant of the property, or of the person responsible for placing such solid waste on the property to remove, abate or remedy the nuisance within the period the officer has allowed, pursuant to N.C. General Statute 153A-140 an Enforcement Officer shall remove, abate or remedy the nuisance as provided in the order and charge the cost thereof to the owner and occupant. If such expense is not paid by the owner or occupant within ten (10) business days, it shall be a lien upon the land or on premises where the nuisance arose and shall be collected as unpaid taxes.

ARTICLE VII. ENFORCEMENT MEASURES AND REMEDIES

The Watauga County Sheriff shall designate the Enforcement Officer(s) from the Sheriff's Office sworn staff, who shall have the authority and duty to perform inspections, issue citations, assess penalties and take enforcement actions. Also, the other departments of the County may accompany the Enforcement Officer to assist in administration and enforcement.

Watauga County may exercise remedies for violation of any provision of this ordinance as allowed and authorized by the North Carolina General Statutes, including but not limited to civil penalties, equitable remedies, and criminal prosecution.

In addition, whenever the Enforcement Officer receives a proper, non-anonymous, written complaint alleging a violation of this ordinance, he shall investigate the complaint, take whatever action is warranted (including, in his or her discretion, any appropriate informal measures deemed helpful toward procuring compliance with this Ordinance). The Enforcement Officer shall inform the complainant in writing what actions have been or will be taken.

A warning may be issued by the Enforcement Officer without fine when the officer is of the opinion that a violation of this ordinance may be remedied without the necessity of prosecution;

however, a warning citation may not be issued in the case where public health and/ or safety are endangered.

Waiver of enforcement by the county of any provision of this Ordinance shall not prejudice the enforcement of remaining portions of this Ordinance.

1. Civil Enforcement and Penalties:

(A.) Notice of violation. The Enforcement Officer may issue a notice of violation to any person who fails to comply with any provision of this Ordinance. The notice of violation shall contain a description of the violation, the date of inspection, a description of the action necessary for correction of the violation and the date (no more than ten (10) business days from the date of the notice) that compliance is required. The notice shall also specify the amount of civil penalty that may be imposed should the violator fail to take corrective action within the time frame set forth for compliance with the ordinance. The notice shall be hand delivered or mailed by certified or registered mail, return receipt requested, to the person or persons alleged to be in non-compliance. The Enforcement Officer shall sign a statement for his file of the date, time and manner of delivery. The failure to comply with the notice of violation by taking corrective action may result in any of the civil or criminal remedies set forth in this section.

(B.) Civil penalties and remedies. Civil remedies and penalties are as follows:

(1.) Pursuant to the provisions of G.S. 153A-123(a), any person violating any provision of this Ordinance is subject to a civil penalty in the amount of \$100.00. Each day said condition continues to exist shall constitute a separate and distinct violation.

(2.) Pursuant to G.S. 153A-123(c), the county may file a civil action to recover the civil penalty provided for in Section F subsection (b)(1) of this section, if the offender does not pay the penalty within the prescribed period as set forth in the notice of violation.

(3.) Pursuant to G.S. 153A-123(d), the county may seek any appropriate equitable relief that it deems necessary to ensure the health,

safety and welfare of the citizens or the natural resources of the county.

(4.) Pursuant to G.S. 153A-123(a), the county may seek an injunction when the non-compliance or violation is creating an imminent hazard to the health, safety and welfare of the public.

(C.) Appeal. Any person who receives a notice of violation, or order to remove, abate, or remedy a nuisance may, within ten business days of the day the notice was received, submit a written appeal to the Board of County Commissioners. The appeal notice shall specifically state the reasons for the appeal with a copy of the notice of violation attached thereto. The County Manager shall schedule a hearing for the next regular Board of County Commissioner's meeting, and notify the appellant, and the Board of County Commissioners upon the hearing shall render a decision upholding, denying or modifying the notice of violation. Accrual and imposition of the civil penalties shall be stayed pending the appeal. However, there will be no stay for equitable remedies available to the County. If the decision of the Solid Waste Enforcement Officer is affirmed, accrual and imposition shall resume. Any appeal not filed within ten (10) business days of the day notice was received shall be considered not timely.

The Board of Commissioners may consider hardship as basis for extending the period for compliance up to six (6) months. In no case shall the Board indefinitely excuse compliance. An extension may be granted upon the appellant meeting two (2) of the four (4) following criteria:

1. appellant is at least sixty-five (65) years of age;
2. health problems documented by appellant's medical record which substantially affect the appellant's ability to comply with the ordinance;
3. severe weather that prevents appellant from complying within the original time frame;
4. taxable income below fifty percent (50%) of the County's current median income, as determined by the US Department of Housing and Urban Development, documented by appellant's latest tax return.

(D.) Appeals of Board Actions. Every decision of the Board shall be subject to review at the instance of any aggrieved party in the Superior Court by proceedings in the nature of a petition for writ of certiorari. Such proceedings in the Superior Court shall be initiated within thirty (30) days of the date the decision is approved in the Board's minutes.

Appeals not filed within this thirty (30) day period are not timely. The Superior Court is authorized to stay enforcement of this ordinance during the pendency of an appeal from the decision of the Board of Commissioners upon a hearing and the posting of a bond sufficient to the Court which will adequately protect the interests of the County.

2. Criminal Penalty: Any violation of any provision of this ordinance shall be a Class 3 misdemeanor, subject to a five hundred dollar (500.00) fine, and punishable pursuant to NCGS §153A-123 and N.C.G.S. 14-4. Each day's continuing violation shall be a separate and distinct offense.

3. This ordinance may also be enforced by equitable remedies, and any unlawful condition which may be in violation of this ordinance may be abated by mandatory or prohibitory injunction in accordance with N.C.G.S. §153A-123.

ARTICLE VIII. EXEMPTION FOR FARMING

This ordinance shall not regulate or be applied to regulate products or by-products of farming, or materials, supplies or equipment used in farming, so long as the generation, handling or disposal of such is not made illegal by other law, ordinance or regulation.

ARTICLE IX. CHANGES IN STATE LAW

Should N.C.G.S. §153A-132.1, N.C.G.S. §153A-136, and N.C.G.S. §153A-292 or any section of the General Statutes of North Carolina incorporated herein by reference or otherwise referred to herein be change or amended, or should such statutes require or mandate a difference procedure or change or impose new, different or additional requirements, then, in that event, this ordinance shall be deemed to have been amended without further action to have complied with such new additional or amended requirements.

ARTICLE X. SOLID WASTE OPERATIONS AND DISPOSAL

The following rules govern the transport and disposal of solid waste at the Watauga County solid waste facility:

A. The general public is allowed to access the Watauga County solid waste facility in the area so designated only for the express purpose of transporting and disposing of authorized waste during hours of operation. All persons must promptly leave the property once wastes are deposited at the appropriately designated areas unless specifically authorized by County personnel. Persons loitering on site during operating hours and present at site after hours may be prosecuted for trespassing.

B. Commercial, industrial, and institutional establishments shall be totally responsible for proper collection and transportation of any and all of their solid wastes. All commercial, industrial and institutional establishments failing to comply with the terms, conditions and provisions of the ordinance shall be subject to all fines, penalties, and punishment contained herein.

C. The driver of any conveyance transporting solid waste shall be responsible for any spillage.

D. With the exception as stated in Article IV Section B, no solid waste generated outside the geographic boundaries of Watauga County shall be deposited or accepted at the solid waste center.

E. No pilfering, scavenging or other unauthorized removal of solid waste items from the container sites, convenience centers, recycling receptacles, or solid waste center will be allowed.

F. Persons delivering wastes to the solid waste center shall be required to separate and dispose of all wastes in the proper designated areas as directed by County personnel.

G. Metal or plastic drums, such as oil and chemical containers, shall not be accepted unless said drums have both ends (top and bottom) completely removed and all residues removed as provided for in the instructions by contents manufacturer.

H. Disposal of liquid or hazardous waste at the solid waste center is prohibited. Any determination in the definition of waste as made by County solid waste personnel shall be final.

I. Any items designated as "special waste" shall be disposed of in a manner as prescribed by County solid waste personnel.

J. Tires, yard waste, appliances, lead acid batteries, and other banned or designated solid wastes shall not be accepted unless separated and placed in designated areas as prescribed by County solid waste personnel.

ARTICLE XI. SOLID WASTE FEES SCHEDULE

A. Fee Schedule: The solid waste user fee schedule shall be set and adopted within the annual Watauga County Budget Ordinance, and may not exceed the costs of collection and the costs of operating the disposal facility.

The user fees for County residences shall attach to the annual Watauga County ad valorem tax bill for qualifying property, except as provided here.

1) A solid waste user fee shall be established through the budget ordinance for each residential dwelling unit. Residential dwelling unit is defined as an area or structure designed or designated for separate or group occupancy.

2) A solid waste user fee shall be established through the budget ordinance for each residential dwelling unit as defined above.

3) The following residential units are hereby exempted and excluded from the provisions of the set fee schedule:

a. All residential units that are exempted from ad valorem taxes by the provisions of Section 105 of the North Carolina General Statutes.

b. All residential units whose taxable value is reduced to "0" by the provisions of North Carolina General Statutes 105-277 or United States Code 801.

c. All residential real property which is designated by the Watauga County Tax Office as unlivable.

d. All residential personal property (mobile homes) which is designated by the Watauga County Tax Office as unlivable.

4) The landfill tipping user fee shall be assessed, to all remaining users at a rate established by the Budget Ordinance as measured by weight, at the county disposal facility.

5) The landfill tipping user fee waiver will be established through the Budget Ordinance, for all private single-family detached homes and duplex residential users, as measured by weight at the county disposal facility.

6) The landfill tipping user fee waiver applies to residents possessing a valid North Carolina Division of Motor Vehicles Driver's License or Real Identification Card as verified, by county staff, at the county disposal facility.

7) Within 60 days of moving within Watauga County residents must update their physical address with the North Carolina Division of Motor Vehicles and obtain a duplicate North Carolina Division of Motor Vehicles Driver's License or Real Identification Card.

7) TIPPING FEE WAIVER POLICY

8) The County Manager may waive the tipping user fee for debris created by not-for-profit organizations and as a result of fire to a primary homeowner's residence. A

not-for-profit organization or property owner who has created debris or experienced a fire loss may apply directly to the County Manager.

Eligibility is based on:

a) Memorandum of purpose by the not-for-profit entity and proof of not-for-profit status.

b) Statement by property owner of no insurance coverage for debris removal and income below the current County median as established by the US Department of Housing and Urban Development.

c) Documentation in the form of the prior year's tax return is required. In the absence of a tax return a notarized statement, by the not-for-profit or property owner that no tax return was required the previous year, is acceptable.

Tipping user fee may be waived by the County Manager on a case-by-case basis for a period not to exceed one-week and debris volumes not exceed a total amount of 20 tons.

B. Collections:

1) The solid waste user fees as set by the budget ordinance shall be paid to the Watauga County Tax Collector for deposit to the Solid Waste Enterprise Fund of the County. Said fees are due and payable at par or face amount until and in the same manner as provided for ad valorem taxes in General Statute 105-360. The solid waste user fees may be billed with annual ad valorem property tax bills and the user fees may be collected in the same manner as delinquent taxes. All said fees not paid as provided above shall accrue interest as provided in G.S. 105-360(a) (1) and (2). Settlement of disputes as to the appropriateness or amount of the fee charged is

hereby delegated to the Watauga County Tax Collector subject to review and approval by the Watauga County Board of Commissioners.

2) Tipping user fees will be billed and collected under the direction of the County Finance Officer. All fees not collected at the county disposal facility shall be billed on a monthly basis.

Accounts will become delinquent if paid 30 or more days from billing date. Landfill privileges shall be stopped for delinquent accounts.

ARTICLE XII. COUNTY-WIDE COLLECTIONS

The following rules govern the use of container sites and convenience centers owned or operated by Watauga County:

A. No person shall throw or dispose from any house-hold, yard, business or vehicle, any solid waste into drainage ditches, roadways, roadway medians, manholes or other places detrimental to the general environment, but shall dispose of such waste in approved containers or at the solid waste disposal center.

B. County bulk containers for recyclables and mixed solid waste are provided by the County at designated convenience centers for the exclusive use of part or full-time residents of Watauga County. Non-residents may obtain a permit from the Watauga County Sanitation Department for a fee of \$125 to dispose of residential trash at County container sites. The \$125 permit fee is subject to change each fiscal year. In addition, the permit allows non-residents to use the County transfer station and pay any related tipping fee associated with the use. Commercial/Small Business haulers are not eligible to utilize container sites. Violators of this section may be prosecuted under NCGS 14-399.

C. With the exception as stated above in Section B, use of solid waste containers at convenience centers is limited to solid waste generated in Watauga County by residential households in the normal day-to-day course of living excluding the following items:

- 1) Fire, embers, or hot ashes
- 2) Hazardous or liquid wastes of any type
- 3) Highly combustible materials
- 4) Automobile and truck tires
- 5) Motor vehicles, batteries, or major components thereof
- 6) Dead animals, both large and small
- 7) Major household appliances, such as refrigerators, stoves, washers, dryers, etc.
- 8) Insecticides or unwashed insecticide containers
- 9) Chairs, sofas, tables, mattresses or other items of furniture
- 10) Building and construction materials
- 11) All other material exceeding two (2) feet at its longest dimension
- 12) Yard waste

Items 4 through 12 must be directly disposed of at the Transfer Station, Land Clearing and Inert Debris (LCID), Recycling Processing facilities. No commercial, industrial or institutional waste may be deposited at a convenience center or container site.

D. All trash deposited at a convenience center or container site must be placed within a container. No person shall deposit solid waste on the ground or pavement.

E. It shall be expressly prohibited and unlawful for any person to perform any of the following acts:

1) Defile, deface, burn, destroy or otherwise vandalize or abuse solid waste containers, container sites, or any other equipment or facilities located at the container site.

2) Loiter and/or congregate on any container site after having deposited solid waste at the site, or without the need or apparent intention to deposit solid waste.

3) Leave a vehicle unattended on any container site or convenience center. Any vehicle left unattended may be towed or impounded at the owner's expense.

4) No unauthorized person(s) may remain at a convenience site for any reason without attendant present.

5) Climb on, around, or inside of a solid waste container.

6) Move a solid waste container from its assigned location.

7) Open bags or other bindings which contain solid waste materials either inside a container or at a solid waste disposal facility.

8) Use containers provided by the County which are not intended for public use and are marked "SCHOOL USE ONLY" or "NOT FOR PUBLIC USE."

9) Scavenge, pilfer or otherwise remove any items from a solid waste container or from a solid waste disposal facility, except as permitted by authorized Watauga County employees, agents, or contractors.

10) Place mixed solid waste in containers designated for recyclables. Recyclables must be deposited in containers as specified at the site.

ARTICLE XIII. VIOLATIONS, ENFORCEMENT, AND PENALTIES

A. Violations - Criminal

1) The violation of any provision of this Ordinance shall be a Class 3 misdemeanor and any person convicted of such violation shall be punishable as provided in G.S. 153A-123.

2) Each day's violation of this Ordinance is a separate offense. (GS 153A-123(g)) Payment of a fine imposed in criminal proceedings pursuant to this section does not relieve a person of his liability for taxes or fees imposed under this Ordinance.

B. Violations - Civil

In addition to, and not in lieu of, the criminal penalties and other sanctions provided by the Ordinance, a violation of this Ordinance may also subject the offender to the civil penalties hereinafter set forth.

1) Such civil penalties may be recovered by Watauga County in a civil action or may be collected in such other amounts as prescribed herein within the prescribed time following the issuance of notice for such violation.

2) Such notice shall include:

a. The face amount of the penalty if such penalty be paid within three (3) business days from the issuance of the notice and the late fee (\$10.00) if paid more than three (3) business days after its issuance.

b. Notice to the offender that failure to pay the penalties within the prescribed time shall subject such offender to a civil action for the

stated penalty plus additional penalties including court costs.

- 3) A notice of violation may be delivered to the person or may be mailed by certified mail to the last known address.

C. Penalties - Civil

- 1) The civil penalty for violation of this Ordinance is \$25.00 per offense. Said penalty shall be paid to the Clerk of Court within three (3) business days from and after issuance of the citation.

- 2) In addition to the penalty prescribed in B (1) above, an additional \$25.00 penalty shall be imposed in all those cases in which the penalty has not been paid within three (3) business days.

- 3) Should it become necessary to institute a civil action to collect any penalty hereunder, then the violation shall also be subject to an additional penalty of \$60.00.

- 4) In addition, enforcement of this Ordinance may be made by appropriate equitable remedy, injunction, or order of abatement issuing from a court of competent jurisdiction pursuant to G.S. 153A-123(d) and (e).

D. Enforcement

It shall be unlawful for any person to interfere with, hinder, or harass the employees of Watauga County and authorized representatives in the performance of their duties as prescribed by this Ordinance.

E. All ordinances, amendments of ordinances, and clauses of ordinances in derogation of this ordinance are hereby repealed.

ARTICLE XIV. SEVERABILITY

If any Section, subsection, sentence, phrase or portion of this ordinance is for any reason invalid or unconstitutional as determined by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. If any section or part of this Ordinance should be held invalid for any reason, such determination shall not affect the remaining sections or parts, and to that end the provisions of this Ordinance are severable.

ARTICLE XV. CHANGES IN STATE LAWS

Should N.C.G.S. §153A-132 and N.C.G.S. §153A-132.2 or any section of the General Statutes of North Carolina incorporated herein by reference or otherwise referred to herein be changed or amended, or should such statutes require or mandate a different procedure or change or impose new, different or additional requirements, then, in that event, this ordinance shall be deemed to have been amended without further action to have complied with such new, additional or amended requirements.

ARTICLE XVI. CONFLICT WITH OTHER ORDINANCES

Whenever the provisions of this ordinance and any other ordinance impose overlapping or contradictory regulations, the ordinance which is more restrictive or imposes higher standards or requirements shall be controlling.

ARTICLE XVI. EFFECTIVE DATE

This ordinance as amended shall become effective on the 1st day of July, 2024.

1. ADOPTED this the 6th day of February, 2024.

Watauga County's Solid Waste Ordinance, Adopted 27 June, 2006, Watauga County's Solid Waste Operations Ordinance, Adopted 15 July, 2008 and Watauga County's Prohibiting Throwing or Depositing Trash on Public or Private Property, adopted 3 May 1971 and Article VI of the Watauga County Solid Waste Ordinance made effective 21 December 1993 are hereby abolished and superceded.

BOARD OF COMMISSIONERS FOR THE
COUNTY OF WATAUGA

ATTEST:

by: _____
Larry Turnbow, Chairman

Anita J. Fogle, Clerk to the Board

APPROVED AS TO FORM:

Anthony di Santi, County Attorney

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AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Budget Amendments

MANAGER'S COMMENTS:

Deron Geouque, Deputy Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



WATAUGA COUNTY
FINANCE OFFICE
814 West King St., Suite 216, Boone, NC 28607 Phone (828) 265-8007

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Finance
SUBJECT: Budget Amendments
DATE: January 9, 2024

The following budget amendment requires the approval of the Watauga County Board of Commissioners. Board approval is requested.

<u>Fund</u>	<u>Acct</u>	<u>Description</u>	<u>DR</u>	<u>CR</u>
103300	345000	ROAP Grant		194,986
104500	469845	Elderly and Disabled	75,433	
104500	469844	Employment Transportation	16,434	
104500	469843	Rural General Populations	103,119	

Per Board action taken on 9/19/2023; to recognize the acceptance of the NC DOT Rural Operating Assistance Program funds, FY24 ROAP Final Disbursement. No County dollars are required as a match.

<u>Fund</u>	<u>Acct</u>	<u>Description</u>	<u>DR</u>	<u>CR</u>
103300	332006	Senior Health Info Grant (SHIIP)		8,310
105550	449901	SHIIP Grant Expenses	8,310	

Per Board action taken 12/5/2023; to recognize acceptance of the SHIIP grant funds. No County dollars are required as a match.

<u>Fund</u>	<u>Acct</u>	<u>Description</u>	<u>DR</u>	<u>CR</u>
523839	384000	Hunger Coalition/Hannah Roof		85,725
526150	525402	Hannah Roof Expenses	85,725	

Recognize additional billed amounts to the Hunger Coalition for the Hannah Building Roof.

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Recognition of Grant Funding

MANAGER'S COMMENTS:

Mr. Geouque will request the Board accept the two (2) grants from the Office of State Budget Management in the amount of \$1,000,000 and \$2,000,000.

Board action is required to accept the grants.



WATAUGA COUNTY
FINANCE OFFICE
814 West King St., Suite 216, Boone, NC 28607 Phone (828) 265-8007

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Lauren Taylor, Finance Director
SUBJECT: OSBM Grants
DATE: January 9, 2024

The Office of State Budget Management has awarded Watauga County two state grants for FY 2024:

- 1. \$1,000,000 directed grant to Watauga County for the livestock slaughter and processing facility**
- 2. \$2,000,000 directed grant to Watauga County for capital improvements or equipment related to parking**

A budget amendment for each grant will be forthcoming once we receive the funding from OSBM.

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. The Car Park Group, LLC, Contract Extension

MANAGER’S COMMENTS:

The Car Park, the current parking enforcement for the County, is requesting an increase in their contract. The current rate is \$700 per month. They are requesting an incremental increase over a minimum three-year commitment, with the first year at \$3,000/month; the second year at \$4,000/month; and \$4,250/month in the third year.

The County Manager was able to negotiate a one-year contract at the first-year rate of \$3,000 with The Car Park.

Board action is required to accept the negotiated rate of \$3,000 for one (1) year with The Car Park for parking enforcement at County facilities.

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

This FIRST AMENDMENT TO MANAGEMENT AGREEMENT dated November 16, 2021 (“First Amendment”), is entered into effective as of ____ day of December, 2023, between Watauga County herein called “the County” and The Car Park Group, LLC, a North Carolina limited liability company herein called “Manager”.

AGREEMENTS:

AMENDMENT: This First Amendment modifies and amends the Management Agreement. In the event of any conflict between any provision of this First Amendment and any provision of the Management Agreement, this First Amendment shall control. Any reference in the Management Agreement and this First Amendment shall, from and after the date hereof, be deemed to collectively refer to the "Management Agreement", as amended hereby.

TERM: The term of this Management Agreement shall be extended for one (1) year, beginning on January 1st, 2024, and ending on December 31st, 2024 unless sooner terminated as hereinafter provided (“Initial Term”). The term of this Management Agreement may be extended in writing by The County and Manager no less than thirty (30) days prior to expiration of the Initial Term. If all necessary governmental permits and approvals authorizing the use of the Parking Facility have not been issued by the stated commencement date, the term shall commence on the date that all such permits and approvals have been obtained.

MANAGEMENT FEE: For each month commencing in January 2023, the County shall pay a monthly fee of Three-Thousand dollars and zero cents (\$3,000.00).

1. MISCELLANEOUS:

- a. **Counterparts.** This First Amendment may be executed in counterparts, each of which, when executed and delivered, shall constitute an original, and all of which together shall constitute one and same agreement.
- b. **Applicable Law.** This First Amendment shall be construed under the laws of the State in which the Parking Facility is located.
- c. **Drafting and Preparation.** Each party has cooperated and participated in the drafting and preparation of this First Amendment. Therefore, if any construction is to be made of this First Amendment, both parties shall be construed to be equally responsible for the drafting and preparation of same.

Except as modified herein above, the remaining provisions of the Management Agreement are hereby ratified, confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the County has caused this instrument to be executed in its corporate name by its duly authorized officer, and Manager has hereunto set his hand the day and date first above written.

The County:

Manager:

Watauga County

The Car Park Group, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

It's: Authorized Signatory

It's: Authorized Signatory

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AGENDA ITEM 12:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****D. Brookshire Road Property Contracts with Modulus and Tise-Kiester Architects*****MANAGER’S COMMENTS:**

At the November 21, 2023 Board meeting, the County Manager presented a proposed contract with Modulus, PLLC for preliminary geotechnical evaluation for the proposed workforce housing at the 16.3-acre Brookshire Site. The cost of the service is \$9,840. In addition, the County Manager also requested the execution of a contract in the amount of \$16,400 for architectural design and documentation with Tise–Kiester Architects. However, the County Attorney stated that he did not advise approving these contracts as they included limits of liability. The County Attorney has reviewed the contracts further and has now approved their adoption.

Board action is required to approve the contracts with Modulus, PLLC and Tise–Kiester Architects for preliminary geotechnical evaluation and architectural services in the amounts of \$9,840 and \$16,400, respectively.

December 1, 2023

Sarah Odio
 Assistant Director (Housing and Revitalization)
 Development Finance Initiative | UNC School of Government
 Knapp-Sanders Building
 Campus Box 3330
 UNC Chapel Hill
 Chapel Hill, NC 27599-3330

RE: Proposal for Preliminary Geotechnical Evaluation
 16.3-Acre Brookshire Site
 Boone, Watauga County, North Carolina
 Modulus Proposal No. P885r1

Dear Sarah:

Modulus, PLLC (Modulus) is pleased to provide you with this proposal to provide a Preliminary Geotechnical Evaluation for the above-referenced property. This proposal contains a summary of relevant information as Modulus understands it, a project schedule and the estimated costs for completion of the proposed work.

PROJECT UNDERSTANDING

The project consists of the preliminary geotechnical evaluation on approximately 16.3-acres. The subject property consists of a 14.6-acre portion of PIN 2911925136000 and the 1.7-acre PIN 2911927366000, both owned by Watauga County.

It is our understanding that the site is being evaluated for use as a residential development. Based on our preliminary review of historical aerial photos, the property has historically been a mix of agricultural and undeveloped wooded property. In 2008, the northern portion of the site was utilized as a borrow pit for construction of the soccer complex to the east. The parcel is currently primarily undeveloped woodland. Based on our preliminary review of the site's slopes we have identified two areas of the site that have steep slopes. These areas total approximately 1.3-acres and are shown in the attached figures.

SCOPE OF SERVICES

The purpose of this exploration is to explore the site subsurface conditions and provide preliminary geotechnical recommendations for soil characteristics, site grading procedures, and foundation systems for construction of the proposed development. To accomplish this, Modulus proposes to explore the site with soil test borings as described below.

Field Exploration and Laboratory Services

We propose to drill a total of 8 soil test borings to depths of 20 feet below existing site grades or auger refusal, whichever occurs first. Boring location plans are attached. This proposal assumes up to 160 feet of drilling. Standard Penetration Test (SPT) sampling will be performed in general accordance with ASTM D1586 at regular depth intervals in each soil test boring.

The boreholes will be checked for groundwater upon completion of drilling, and then backfilled by shoveling the soil cuttings into the holes. Upon completion of the field exploration, the soil samples will be returned to the laboratory and visually classified in general accordance with the Unified Soil Classification System. Selected samples will be tested for moisture content, and index testing.

Engineering Report

The conditions encountered by the borings and the results of the laboratory testing will be evaluated by a geotechnical engineer and preliminary recommendations will be developed. The engineering report will include the following items, as appropriate for this site:

- Project description;
- Site conditions, including geologic, and special site features;
- Field exploration and the laboratory testing procedures;
- Subsurface conditions
- Foundation recommendations and allowable bearing pressures;
- Estimated settlement (total and differential);
- Suitability of soils for use as fill material and compaction recommendations
- Discussion of groundwater impact and techniques to control shallow groundwater;
- Discussion of difficult excavation;
- Site Seismic classification
- Site vicinity map and boring location plan, and;
- Soil test boring logs with laboratory test results.

FEE ESTIMATE

Modulus proposes to perform the scope of services outlined above for the following fees:

Geotechnical Evaluation

Mobilization, Lump Sum.....	\$900.00
Clearing, 1 Day x \$2,500/Day	\$2,500.00
Drilling & Sampling, 160 ft x \$21.50/ft.....	\$3,440.00
Field Engineer, 8 hrs. x \$100.00/hr.....	\$800.00
Laboratory Services, Lump Sum.....	\$600.00
Report Preparation, Lump Sum	<u>\$1,600.00</u>
Geotechnical Total:	\$9,840.00

If unanticipated subsurface conditions are encountered that would require modification to the proposed scope of services, you will be contacted, as mentioned previously, for both your review and authorization. The above fees and our schedule assume we have full access to the site and are not required to encounter standby time or wait on others to gain access to our boring locations.

SCHEDULE OF WORK

We will begin the above Scope of Services immediately after receiving your written authorization to proceed. Our work starts with our contacting the public utility locator service, but we cannot begin work on-site until they have completed their location work, usually within 72 hours, excluding weekends and holidays.

Based on current availability and weather permitting, we anticipate that the fieldwork will begin within two weeks after receiving written authorization to proceed. We anticipate that the fieldwork will take about 2 business days to complete, and the reports will be provided in approximately 7 to 10 business days after completion of all field work. In order to maintain this schedule, it is critical that we receive your written authorization, special instructions and distribution list in a timely manner.

16.3-Acre Brookshire Site Preliminary Geotechnical Evaluation
Modulus Proposal No. P885r1
December 1, 2023

AUTHORIZATION

If the above scope of work is acceptable to you, please sign the Proposal Acceptance Form and return one copy of the proposal acceptance form to us. Please note that the attached Standard Terms of Service are incorporated herein by reference and are an integral part of this agreement between us. By signing the Proposal Acceptance Form or referencing this proposal, you are also accepting the General Conditions of Service and this proposal in its entirety. Alternatively, you could issue a letter of acceptance or purchase order; but we would ask that you reference and include our proposal by reference showing proposal number and date. This proposal is valid for a period of sixty days beyond that date it may be necessary to revise our schedule or fee.

Using the Proposal Acceptance Form will provide formal authorization for us to perform the above work, enter the site, and provide proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. In today's times with improved technology, and to provide you with the fastest response, we provide the reports by e-mail. If this is acceptable, then list those to whom the reports should be sent and provide their e-mail addresses, if appropriate, on the Proposal Acceptance Form.

CLOSING

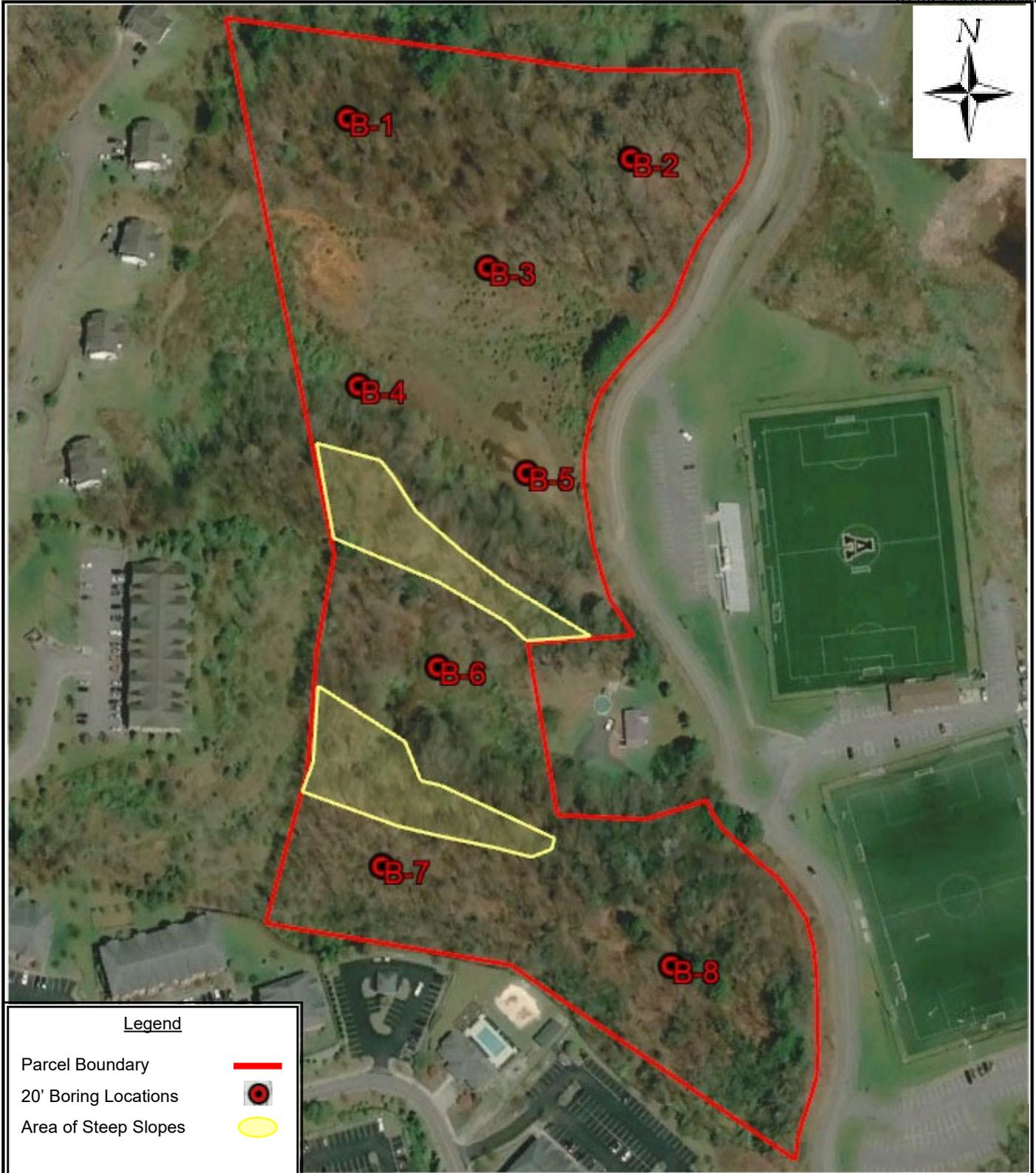
Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to the opportunity to work with you on this project and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us.

Sincerely,
Modulus, PLLC



Aric V. Geda, P.E.
Principal Engineer

Attachments: Boring Location Figures
Proposal Acceptance Sheet
Fee Schedule
Terms and Conditions of Service



Legend

- Parcel Boundary
- 20' Boring Locations ●
- Area of Steep Slopes

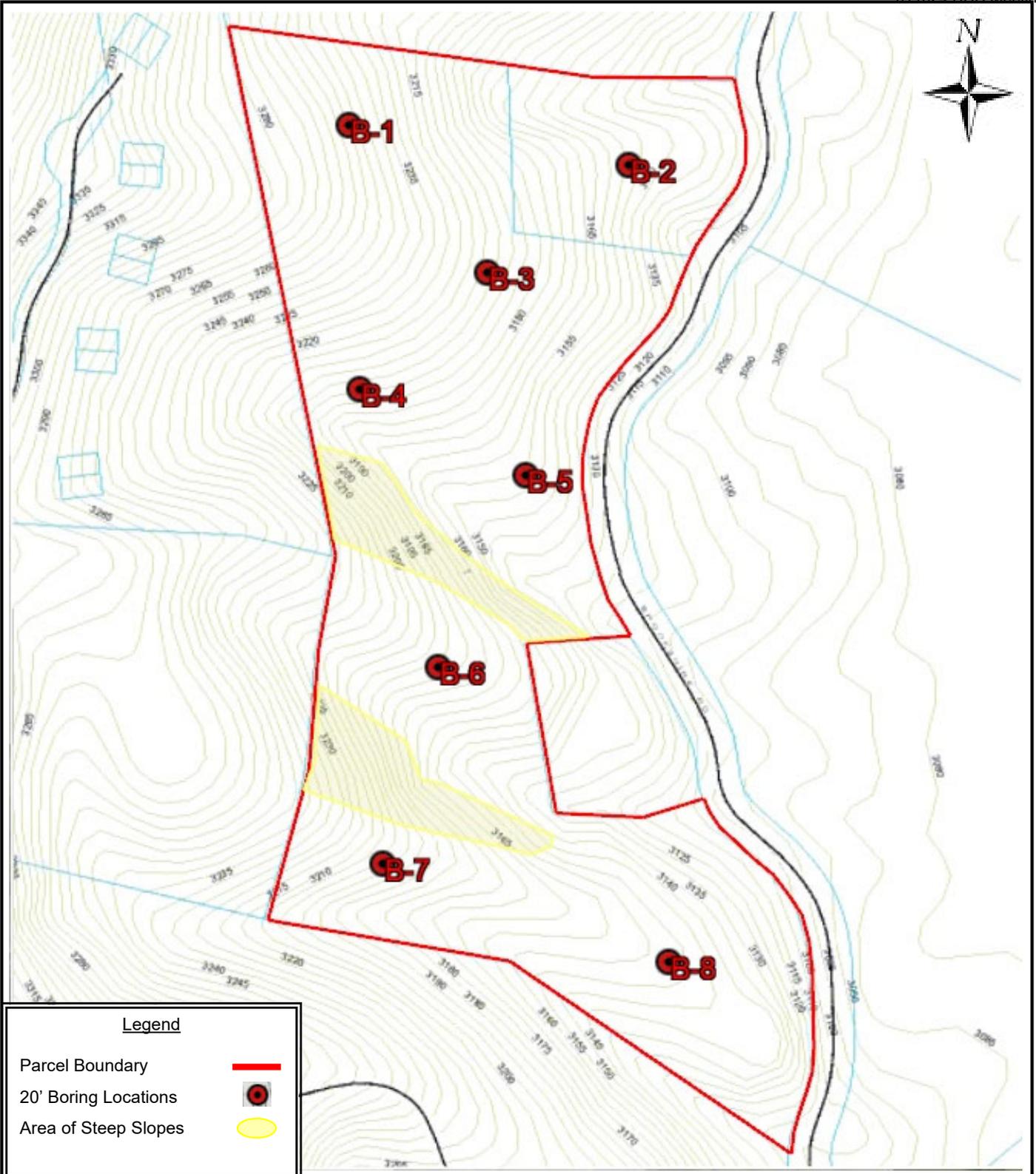
BORING LOCATIONS ON AERIAL PHOTO

Proposed Residential Development
 16.3-Acre Brookshire Site
 Boone, NC

Modulus, PLLC.
 Engineering · Due Diligence · Design
 PO Box 935
 Oak Ridge, North Carolina 27310
 (919) 800-9093

Project No: P885

Map Not to Scale
 October 2023



Legend

- Parcel Boundary
- 20' Boring Locations B
- Area of Steep Slopes

BORING LOCATIONS ON TOPOGRAPHIC MAP

Proposed Residential Development
 16.3-Acre Brookshire Site
 Boone, NC

Modulus, PLLC.
 Engineering · Due Diligence · Design
 PO Box 935
 Oak Ridge, North Carolina 27310
 (919) 800-9093

Project No: P885

Map Not to Scale
 October 2023

16.3-Acre Brookshire Site Preliminary Geotechnical Evaluation
Modulus Proposal No. P885r1
December 1, ,2023

**Modulus, PLLC
Proposal Acceptance Sheet**

Modulus Proposal No.: P885r1

Project: 16.3-Acre Brookshire Site Preliminary Geotechnical Evaluation

Location: Boone, North Carolina

Client Signature _____ Date _____

Please sign above and complete the information requested below to indicate acceptance of this proposal and to authorize Modulus, PLLC to proceed with the above referenced project. By signing above Client indicates that he/she agrees to be bound by the scope of services of this proposal and the accompanying Terms and Conditions of Service.

Invoicing Information

Name of Client: _____

Client Title: _____

Company Name: _____

Mailing Address: _____

Telephone No: _____

Email Address: _____

Party Responsible for Payment: _____

Responsible Party Title: _____

Company Name: _____

Mailing Address: _____

Telephone No: _____

Email Address: _____

16.3-Acre Brookshire Site Preliminary Geotechnical Evaluation
 Modulus Proposal No. P885r1
 December 1, ,2023

**Modulus, PLLC
 2023 Fee Schedule**

Principal Engineer / Scientist / Designer	\$165.00/hour
Project Engineer	\$125.00/hour
Field Engineer	\$100.00/hour
Engineering Technician	\$80.00/hour
Draftsman	\$65.00/hour
Secretary	\$35.00/hour
Mileage, Portal to Portal,.....	\$0.60/mile
Laboratory Testing, Rental Equipment, Supplies, and Expenditures.....	Cost + 15%

Charges for personnel include time associated with field visits, travel to and from site, engineering analysis, design, and report preparation. Personnel provided beyond normal business operating hours (8:00 AM to 5:00 PM) or weekends will be invoiced as overtime at the above standard rates X 1.50. Personnel provided on holidays will be invoiced at the above standard rates X 2. Charges for personnel during deposition and/or testimony will be invoiced at the above standard rates X 2.

Modulus, PLLC TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, including any supplements that may be agreed to in a writing signed by both parties, the Proposal Acceptance Form, and Modulus, PLLC's Fee Schedule constitute the entire agreement ["AGREEMENT"] under which services are to be provided by Modulus, PLLC (including its employees, officers, successors and assigns) for "CLIENT".

INDEPENDENT CONSULTANT STATUS

Except as may be otherwise noted herein, Modulus, PLLC shall serve as an independent professional consultant or contractor to CLIENT and shall have control over, and responsibility for, the means and methods for providing the services identified in this Agreement's Scope of Services ["Services"], including the retention of subcontractors and subconsultants. Unless expressly stated in Modulus, PLLC's Scope of Services, Modulus, PLLC shall not serve as CLIENT'S agent or representative.

STANDARD OF CARE

Modulus, PLLC shall perform the Services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar services in the same region, under similar conditions during the same time period. Except for representations, warranties, and guarantees expressly made in this Agreement, no other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any Modulus, PLLC report, opinion, plan or other Document of Service (as defined below), in connection with Modulus, PLLC's Services.

CLIENT understands and agrees that Modulus, PLLC's professional judgment must rely on facts learned during the performance of Services. CLIENT acknowledges that such data collection is limited to the immediate area that is sampled, tested and/or observed. Consequently, CLIENT agrees that it shall not bring a claim, based upon facts subsequently learned, regarding conditions between sampling/testing points, in areas not evaluated by Modulus, PLLC, or which were not part of the immediate area(s) evaluated by Modulus, PLLC, so long as Modulus, PLLC complied with the standard of care provided for in this Agreement.

Modulus, PLLC's professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes Modulus, PLLC to reasonably believe compliance with CLIENT'S wishes could result in Modulus, PLLC violating applicable laws or regulations ["Laws or Regulations"], or will expose Modulus, PLLC to claims or other charges, Modulus, PLLC shall so advise CLIENT. If CLIENT'S actions or inaction result in a violation of applicable Laws or Regulations, Modulus, PLLC shall have the right to terminate its Services in accordance with the TERMINATION provisions of this AGREEMENT.

If CLIENT decides to disregard Modulus, PLLC's recommendations with respect to complying with applicable Laws or Regulations, Modulus, PLLC shall determine if Modulus, PLLC is required to notify the appropriate public officials. CLIENT agrees that such determinations are Modulus, PLLC's sole right to make. CLIENT also agrees that Modulus, PLLC shall not bear liability for failing to report conditions to regulatory authorities that are CLIENT'S responsibility to report.

CLIENT DISCLOSURES

As requested by Modulus, PLLC, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish Modulus, PLLC information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed beneath the Site's (as defined below) surface, where the Scope of Services requires Modulus, PLLC to penetrate the Site surface.

CLIENT shall notify Modulus, PLLC of any known, assumed, or suspected Hazardous Materials that may exist at the Site prior to Modulus, PLLC mobilizing to the Site. Hazardous materials shall be defined as any substance, waste or material that is defined or regulated as hazardous or toxic or as a pollutant or contaminant under any federal or state law.

INFORMATION PROVIDED BY OTHERS

CLIENT waives any claim of liability against Modulus, PLLC regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other information in any form provided to Modulus, PLLC, including such information that becomes incorporated into Modulus, PLLC

Documents of Service, unless the errors, omissions, or inaccuracies were caused by Modulus, PLLC.

CONCEALED RISKS

CLIENT acknowledges that special risks are associated with the identification of concealed conditions [i.e., subsurface conditions, conditions behind a wall, etc., that are hidden from view, are not readily apparent, or cannot be accessed for sampling/testing].

Conditions that Modulus, PLLC infers to exist between sampling/testing points may differ significantly from the conditions that exist at the sampling points. Since some conditions can change substantially over time, the CLIENT recognizes that, because of natural occurrences or human intervention at or near the Site, actual conditions discovered through sampling/testing may be subject to rapid or gradual change.

Modulus, PLLC will make reasonable efforts to anticipate and identify potential concealed conditions for exploration, sampling, or testing, however, CLIENT understands that such risks cannot be eliminated and agrees that the Scope of Services is that which CLIENT agrees suits CLIENT'S own risk tolerances. CLIENT may request Modulus, PLLC to evaluate the risks and provide a higher level of exploration to reduce such risks, if desired or appropriate.

RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

CLIENT warrants that it possesses the authority to provide right of entry permission to the Site for the performance of Modulus, PLLC's Services. CLIENT hereby grants Modulus, PLLC and its subcontractors and/or agents, the right to enter from time to time onto the property owned by CLIENT in order for Modulus, PLLC to perform the Scope of Services.

Except where Modulus, PLLC's Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of Modulus, PLLC's Services, CLIENT warrants that it possesses all necessary permits, licenses, and/or utility clearances for the Services to be provided by Modulus, PLLC.

Modulus, PLLC will take reasonable precautions to limit damage to the site where the Services are provided ["Site"] along with all improvements at the Site ["Improvements"] during the performance of Modulus, PLLC's Services. CLIENT understands that use of exploration, sampling, or testing equipment may cause some normal and customary damage, the correction and restoration of which is not part of this AGREEMENT, unless explicitly stated in Modulus, PLLC's Scope of Services, and reflected in the Professional Fees.

CLIENT agrees that it will not bring any claims for liability or for injury or loss allegedly arising from the discovery of Hazardous Materials, or suspected Hazardous Materials, or Modulus, PLLC's findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of Hazardous Materials.

UNDERGROUND UTILITIES

In addition to CLIENT-furnished information regarding underground utilities, Modulus, PLLC shall take reasonable and locally customary precautions, possibly including contacting local public and/or private utility locating services, and/or conducting research of publically available information, to identify underground utilities, as deemed appropriate in Modulus, PLLC's professional opinion.

CLIENT recognizes that despite due care, Modulus, PLLC may be unable to identify the locations of all subsurface utility lines and man-made features, and that information obtained by Modulus, PLLC and/or Modulus, PLLC's subcontractor(s) or provided to Modulus, PLLC from any entity may contain errors or be incomplete.

CLIENT agrees that Modulus, PLLC shall not be liable for damage or injury, consequential economic damages, and/or penalties resulting from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Modulus, PLLC's attention in writing and correctly shown on the diagram(s) furnished by CLIENT or CLIENT'S consultants, or for underground features not marked, or improperly located by governmental or quasi-governmental locators, utility owners, or private utility locating services.

SAMPLES

Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are the property of CLIENT. Modulus, PLLC will store samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from those samples, unless other arrangements are mutually agreed upon in writing. Samples consumed by laboratory testing procedures will not be stored as outlined above.

Unless CLIENT directs otherwise, CLIENT authorizes Modulus, PLLC to dispose of CLIENT'S nonhazardous samples and sampling or testing process byproducts in accordance with applicable Laws and Regulations.

ENVIRONMENTAL RISKS

All substances on, in, or under CLIENT'S Site, or obtained from CLIENT'S Site as samples or as byproducts of the sampling process, are and will remain CLIENT'S property.

When Hazardous Materials are known, assumed, or suspected to exist at the Site, Modulus, PLLC shall take appropriate precautions deemed prudent in Modulus, PLLC's sole and professional opinion to comply with applicable laws and Regulations, and to reduce the risks to Modulus, PLLC's employees, public health, safety, and welfare, and to the environment. CLIENT agrees to compensate Modulus, PLLC for such reasonable precautions, but to obtain that compensation Modulus, PLLC must notify CLIENT and obtain CLIENT'S approval of those precautions before expense is incurred.

When Hazardous Materials are known, assumed, or suspected to exist at the Site, Modulus, PLLC will handle such materials as Hazardous Materials. Modulus, PLLC or Modulus, PLLC's subcontractors will containerize and label such Materials in accordance with applicable Laws and Regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval and lawful removal, transport and disposal of such contaminated samples, and sampling process byproducts.

Unless explicitly state in Modulus, PLLC's Scope of Services, Modulus, PLLC shall not subcontract nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S request, Modulus, PLLC may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT, not Modulus, PLLC, shall make final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by Hazardous Materials contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

In those instances where Modulus, PLLC is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes, Modulus, PLLC shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary) so that Modulus, PLLC shall not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of Modulus, PLLC's services indicated herein, CLIENT agrees this risk cannot be eliminated. CLIENT will not hold Modulus, PLLC liable for such cross-contamination if Modulus, PLLC provides its Services in accordance with applicable industry standards and the Laws and Regulations.

CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit Modulus, PLLC to render a professional opinion about the likelihood of the site having Hazardous Materials on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and Modulus, PLLC cannot know or state for an absolute fact that the Site is unaffected by Hazardous Materials. Given the foregoing, CLIENT'S acceptance of this AGREEMENT shall signify that CLIENT understands the limitations associated with Phase I ESAs.

OWNERSHIP OF DOCUMENTS

With the exception of the copies of the documents provided by Modulus, PLLC to the CLIENT ["Documents of Service"], all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specification, reports, or similar documents and estimates of any kind furnished by Modulus, PLLC maintained in any form deemed appropriate by Modulus, PLLC, are and remain, the property of Modulus, PLLC.

Any exploration, reconnaissance, data review, observations, testing, surveys or similar Services, analyses and recommendations associated with the Services shall be provided by Modulus, PLLC (including subcontracted Services) for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT or CLIENT'S contractors on this particular project is not permitted.

CLIENT agrees to not use Modulus, PLLC's Documents of Service for any other projects. Any reuse without Modulus, PLLC's written consent shall be at CLIENT'S sole risk and without liability to Modulus, PLLC or to Modulus, PLLC's subcontractor(s).

CLIENT agrees that Modulus, PLLC Documents of Service may not under any circumstances be altered by any party except Modulus, PLLC. CLIENT warrants that Modulus, PLLC's Documents of Service shall be used only without alteration.

Except for daily field reports and concrete test reports sent electronically by Modulus, PLLC to CLIENT and CLIENT'S designees, the following shall apply to all electronic files: Files in electronic media format of text, data, graphics, or other types that are furnished by Modulus, PLLC, for which Modulus, PLLC also furnishes hard copies, are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk to the extent that those electronic files contain errors that cause them to differ from the hard copies of the same documents. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

SAFETY

CLIENT agrees that Modulus, PLLC is responsible solely for the basic safety of Modulus, PLLC's employees on the site. These responsibilities shall not be inferred by any party to mean that Modulus, PLLC has responsibility for any portion of site safety for any reason. Unless otherwise expressly agreed to in writing, Modulus, PLLC's Scope of Services excludes responsibility for any aspect of site safety other than for Modulus, PLLC's own employees, and nothing herein shall be construed to relieve CLIENT and/or its other contractors, consultants, or other parties from their responsibility for the safety of their own employees. For active construction sites, CLIENT also agrees that the General Contractor is solely responsible for site safety, and that Modulus, PLLC personnel rely on the safety measures provided by the General contractor.

In the event Modulus, PLLC expressly assumes health and safety responsibilities for toxic and other concerns specified, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as those related to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

CONSTRUCTION TESTING AND REMEDIATION SERVICES

CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation.

Monitoring and/or testing Services provided by Modulus, PLLC shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable Laws and Regulations.

The professional activities of Modulus, PLLC, or the presence of Modulus, PLLC employees and subcontractors, shall not be construed to imply that Modulus, PLLC has any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the Contractor's Work. Furthermore, Modulus, PLLC does not and shall not have or accept authority to supervise, direct, control, or stop Contractor's Work.

CERTIFICATIONS

CLIENT may request, or governing jurisdictions may require, Modulus, PLLC to provide a "certification" regarding Service provided by Modulus, PLLC. Any "certification" required of Modulus, PLLC by the CLIENT, or jurisdiction(s) having authority over some or all aspects of the Project, shall consist of Modulus, PLLC's inferences and professional opinions based on limited sampling, observations, tests, and/or analyses performed by Modulus, PLLC at discrete locations and times. Modulus, PLLC's "certification" shall consist of Modulus, PLLC's professional opinion of a condition's existence, but Modulus, PLLC does not guarantee that such condition exists, nor does it relieve other parties of responsibilities or obligations such parties have. CLIENT agrees to not make resolution of any dispute with Modulus, PLLC or payment of any amount due to Modulus, PLLC in any way contingent upon Modulus, PLLC signing any such "certification" documents.

B ILLINGS AND PAYMENTS

Billings will be based on the unit rates, travel costs, and other reimbursable expenses state in the proposal.

CLIENT recognizes that time is of the essence with respect to payment of Modulus, PLLC invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices shall be due and payable upon receipt.

If CLIENT disputes all or part of an invoice, CLIENT shall provide Modulus, PLLC with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the date that CLIENT receives the invoice and agrees to pay the undisputed amount of such invoice promptly.

Modulus, PLLC reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by Modulus, PLLC more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which Modulus, PLLC is not involved, upon CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT.

DEFECTS IN SERVICE

CLIENT and CLIENT'S personnel and contractors shall promptly inform Modulus, PLLC of any actual or suspected defects in Modulus, PLLC's Services, to help Modulus, PLLC take those prompt, effective measures that will help reduce or eliminate the consequences of any such defect. Corrections of defects attributable to Modulus, PLLC's Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT-furnished information that contained material errors. CLIENTS shall compensate Modulus, PLLC for the costs of correcting such defects.

Modifications to reports, documents and plans required by CLIENT shall not be considered to be defects in Services.

INSURANCE

Modulus, PLLC represents that it and its subcontractors and subconsultants are protected by Workers Compensation insurance as required by applicable law and that Modulus, PLLC at all times shall carry general liability, automobile liability, and other liability insurance covering the Services provided by Modulus, PLLC with limits as shown on the Certificate of Liability Insurance, which is incorporated by reference.

Modulus, PLLC shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in Modulus, PLLC insurance, the cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

INDEMNITY; INSURANCE

Contractor shall, at Contractor's expense, maintain in full force and effect comprehensive general liability insurance with limits of \$500,000.00 per person and \$1,000,000.00 per accident, and property damage limits of \$1,000,000.00, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to County and naming County as additional insured. Contractor shall provide evidence of such insurance to County prior to the commencement of services. Contractor further agrees to and hereby does indemnify and save County harmless against all claims for damages to persons or property by reason negligence of Contractor, and all expenses incurred by County related thereto, including attorney's fees and court costs. A copy of Modulus's insurance is attached to this proposal and has been approved by the County.

CONSEQUENTIAL DAMAGES

CLIENT shall not be liable to Modulus, PLLC and Modulus, PLLC shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or wherever committed by the CLIENT or Modulus, PLLC, their employees, consultants, agents, contractors or subcontractors, or whether such liability arises in breach of contract or warranty, tort (including negligence), Statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

Modulus, PLLC shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by Modulus, PLLC, its employees, agents, or subcontractors.

THIRD PARTY CLAIMS EXCLUSION

This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and Modulus, PLLC. No third-party shall have the right to rely on Modulus, PLLC's opinions rendered in connection with Modulus, PLLC Services without both CLIENTS'S and Modulus, PLLC's written consent and the third-party's agreement to be bound to the same terms and conditions contained in this AGREEMENT as CLIENT, and third-party's agreement that Modulus, PLLC's Scope of Services performed is adequate.

DISPUTE RESOLUTION

All claims, disputes or controversies ["Disputes"] arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be decided as follows:

CLIENT and Modulus, PLLC agree to attend a dispute resolution meeting within fourteen (14) days of identification of a Dispute by either party. CLIENT and Modulus, PLLC agree to negotiate in good faith to resolve the Dispute.

Should negotiation fail to resolve the dispute, CLIENT and Modulus, PLLC agree to mediate their dispute via a mediator selected by either party, and acceptable to both parties.

Should mediation fail to result in resolution of the Dispute, CLIENT AND Modulus, PLLC agree that litigation may be brought by either party.

This AGREEMENT including all matters related to performance and remediation shall be interpreted according to the substantive Laws of the state of North Carolina (but not including its choice of law rules).

CURING A BREACH

A party that believes the other has materially breached this AGREEMENT may issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then bargain promptly and in good faith to cure such cause. If an acceptable cure can be achieved with fourteen (14) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

Either party may waive any right provided by this AGREEMENT in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

TERMINATION

CLIENT or Modulus, PLLC may terminate this AGREEMENT for breach of this AGREEMENT, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party in writing, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

Irrespective of which party shall effect termination, or the cause therefore, Modulus, PLLC shall promptly render to CLIENT a final invoice and CLIENT shall compensate Modulus, PLLC for Services rendered before termination in accordance with this AGREEMENT.

TIME TO BAR LEGAL ACTION

Unless prohibited by Law, and notwithstanding any Statute that may provide additional protection, CLIENT AND Modulus, PLLC agree that claims by either party arising out of this AGREEMENT or the Services provided hereunder shall not be initiated more than two (2) years from the time the party knew, or should have known, of the condition giving rise to its claim, and shall under no circumstances be initiated more than three (3) years from the date of substantial completion of Modulus, PLLC's Services.

ASSIGNMENT

Except for Services normally or customarily subcontracted by Modulus, PLLC in the performance of its Services including, but not limited to surveyors, specialized consultants, drilling and excavating subcontractors, and testing laboratories, neither the CLIENT nor Modulus, PLLC may delegate, assign, sublet or transfer its duties, responsibilities or interests in this AGREEMENT without the written consent of the other party.

SEVERABILITY

Any provision of this AGREEMENT later held to violate a Law or Regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and Modulus, PLLC shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of, or at least addresses, the issues covered by the original provision.

TITLES

The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

SURVIVAL

All obligations arising prior to the termination of this AGREEMENT and all provision of this AGREEMENT allocating responsibility or liability between the CLIENT and Modulus, PLLC shall survive the substantial completion of Services and the termination of this AGREEMENT.

ENTIRE AGREEMENT

This AGREEMENT shall constitute the entire AGREEMENT between CLIENT and Modulus, PLLC concerning the subject matter. CLIENT acknowledges that all prior understandings and negotiations concerning the subject matter are superseded by this AGREEMENT. CLIENT acknowledges acceptance of these terms by submitting a CLIENT work authorization to Modulus, PLLC.

CLIENT and Modulus, PLLC agree that subsequent modification to this AGREEMENT shall not be binding unless made in writing and signed by authorized representatives of both parties.

All preprinted Terms and Conditions on CLIENT'S purchase order or Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by this AGREEMENT.

END OF TERMS AND CONDITIONS OF SERVICE.

Proposal for Design Services

November 11, 2023

TISE · KIESTER
ARCHITECTS119 E. Franklin St, Suite 300
Chapel Hill, NC 27514**To: Watauga County****Attn:** Sarah Odio
DFI Senior Project Manager**Deron.Geouque** Deron.Geouque@watgov.org
County Manager**Project: Housing Development – Watauga County, NC**

Mr. Geouque:

Tise-Kiester Architects (TKa) appreciates the opportunity to provide a proposal for the above referenced study. We look forward to working with you and your partners to develop quality housing in western NC. Please find below our proposal for Design Services.

PROJECT DESCRIPTION

The western portion of the site is roughly 16 acres located across from 574 Brookshire Road located in Boone, NC.

This proposal includes the following items:

- Initial visioning meeting with DFI and Watauga County representatives.
- Meet bi-weekly (or weekly as needed) virtually with DFI and County staff.
- Examine available physical information and site parameters and communicate constraints to DFI and County.
 - Initial site visit
- Determine site constraints and context including NCHFA's LIHTC requirements.
- Work with Town on the following items:
 - View shed issues
 - UDO and approval process
 - Water and sewer extension options
- Generate a 3D massing model for the site including adjacent context to represent volumes, major building, road, and site elements.
- Develop several residential concepts for the site:
 - Indicating residential program mix (by unit type), communal, core and circulation, surface parking, and stormwater (estimated locations)
 - Providing plan, section, and elevation diagrams as well as block and stack layouts to explain the overall massing concepts.
- Provide *preliminary* hardscape and landscape layouts (with consideration for LIHTC requirements)
- Support DFI in presentations to County staff, Board of Commissioners, as needed.
 - In person presentation

TKa will endeavor to find the most reliable base of information available. But these conceptual studies can be completed with just GIS and Deed information.

telephone 919-967-0158
fax/data 919-967-0159
www.tisekiester.com



Proposal for Design Services

November 11, 2023

SCOPE of WORK

Basic Services to be provided by TKa:

- Architectural design & documentation
- The deliverable will be PDF color rendered images of the site layouts
- We can provide images of similar past projects in order to give the client and idea of the potential finished product.
- Conceptual cost estimates are included in the hourly Not to Exceed

Services to be provided by the Owner:

- Site survey
- Provide existing topographic information, as possible
- Geo-technical borings
- Environmental survey
- Civil Engineering and Landscape documents

Additional Services:

- Civil services associated with off-site improvements
- Civil services associated with re-zoning
- Marketing materials

COMPENSATION – Hourly Not to Exceed

Brookshire Road - Western Site

\$16,400

Standard Hourly Rates

The fee for Basic Services includes all fees associated with the project, as outlined under "Scope of Work". If required, representation by Tise-Kiester Architects, in addition to the outlined services, will be billed at the following rates:

<i>Principal</i>	<i>\$255 per hour</i>
<i>Senior Architect</i>	<i>\$195 per hour</i>
<i>Staff Architect</i>	<i>\$155 per hour</i>
<i>Intern / Draftsman</i>	<i>\$95 per hour</i>
<i>Administrative</i>	<i>\$65 per hour</i>

Reimbursable Expenses

Reimbursable expenses will be billed at the standard reimbursable rate of cost-plus ten percent. Mileage will be billed at standard IRS rates.

telephone 919-967-0158
 fax/data 919-967-0159
 www.tisekiester.com



Proposal for Design Services

November 11, 2023

BILLING

Billing will be monthly according to estimated percentage of completion.

CONTRACT

Upon signature below, this Letter Agreement will serve as the contract for design services for the initial studies.

CLOSING

Tise-Kiester has appreciated our relationship with you and your organizations and we look forward to working with you and Watauga County on this project. Please advise if we may provide any additional information or service.

PROPOSAL BY:

Tise-Kiester Architects, PA

By: Donald O. Tise, Jr., AIA

Date: 2023-1110

ACCEPTED BY:

Owner:

By: _____

Date: _____



574 Brookshire Road

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AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Boards and Commissions

MANAGER'S COMMENTS:

Watauga County Planning Board

The four (4) year At-large Planning Board term of Ms. Kimmy Tiedemann expired in December. Ms. Tiedemann does not wish to be reappointed. A Volunteer Application was received from Mr. Matt Vincent who has expressed interest in serving on the Planning Board. This is the second reading.



WATAUGA COUNTY

*Department of
Planning & Inspections*

126 Poplar Grove Connector Suite 201 • Boone, North Carolina 28607 (828) 265-8043

TTY 1-800-735-2962

Voice 1-800-735-8262

or 711

FAX (828) 265-8080

Memorandum

Date: December 11, 2023
To: Deron Geouque
From: Jason Walker
Re: Planning Board – Appointment of New Member

Kimmy Tiedemann who serves as an At-Large member for the Planning Board has her appointment term ending this month. She has indicated that she no longer wishes to serve on the Planning Board.

We currently only have one person who had expressed an interest in serving on the Planning Board, Mr. Matt Vincent of VPC Construction. Attached is a copy of Matt's Volunteer Application.

**Volunteer Application
Watauga County Boards And Commissions**

If you are a Watauga County resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete the application below and click on Print Form.
Please sign and mail or fax to:

*Watauga County Commissioners' Office
814 West King Street, Suite 205
Boone, NC 28607
Phone: (828) 265-8000
Fax: (828) 264-3230*

Name: _____

Home Address: _____

City: _____ Zip: _____

Telephone: (H) _____ (W) _____ (Fax) _____

Email: _____

Place of Employment: _____

Job Title: _____

In Order To Assure County wide Representation Please Indicate Your Township Of Residence:

- | | | |
|-------------------------------------|------------------------------------|------------------------------------|
| <input type="radio"/> Bald Mountain | <input type="radio"/> Stony Fork | <input type="radio"/> Watauga |
| <input type="radio"/> New River | <input type="radio"/> Brushy Fork | <input type="radio"/> Cove Creek |
| <input type="radio"/> Beaver Dam | <input type="radio"/> Meat Camp | <input type="radio"/> Shawneehaw |
| <input type="radio"/> Blue Ridge | <input type="radio"/> Blowing Rock | <input type="radio"/> Laurel Creek |
| <input type="radio"/> Elk | <input type="radio"/> North Fork | <input type="radio"/> Boone |

In addition, Please Indicate If You Live In One Of The Following Areas:

- | | |
|--|--|
| <input type="radio"/> Foscoe-Grandfather Community | <input type="radio"/> Valle Crucis Historic District |
| <input type="radio"/> Howards Creek Watershed | <input type="radio"/> Winklers Creek Watershed |
| <input type="radio"/> South Fork New River Watershed | <input type="radio"/> Extraterritorial Area |

We Ask Your Help In Assuring Diversity Of Membership By Age, Gender, And Race, By Answering The Following Questions

- | | | |
|------------------------------|--|--------------------------------|
| Gender | Ethnic Background | |
| <input type="radio"/> Male | <input type="radio"/> African American | <input type="radio"/> Hispanic |
| <input type="radio"/> Female | <input type="radio"/> Caucasian | <input type="radio"/> Other |
| | <input type="radio"/> Native American | |

Please List (In Order Of Preference) The Boards/Commissions On Which You Would Be Willing To Serve.

1.
2.
3.

AGENDA ITEM 12:

MISCELLANEOUS ADMINISTRATIVE MATTERS

F. Announcements

MANAGER'S COMMENTS:

AGENDA ITEM 13:

BREAK

AGENDA ITEM 14:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)

Personnel Matters – G. S. 143-318.11(a)(6)