# TENTATIVE AGENDA AND MEETING NOTICE WATAUGA COUNTY BOARD OF COMMISSIONERS

TUESDAY, AUGUST 19, 2025 AT 5:30 PM

# WATAUGA COUNTY ADMINISTRATION BUILDING COMMISSIONERS' BOARD ROOM

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1 2	CALL REGULAR MEETING TO ORDER  APPROVAL OF MINUTES  AUGUST 5, 2025, REGULAR MEETING AUGUST 5, 2025, CLOSED SESSION		1
	3	APPROVAL OF THE AUGUST 19, 2025 AGENDA		13
5:35	4	PUBLIC COMMENT  WILL LAST UP TO ONE HOUR, DEPENDING ON THE NUMBER OF SPEAKERS	CHAIRMAN EGGERS	15
5:40	5	MIDDLE FORK GREENWAY – REPAIRS AND BID AWARD	Ms. Wendy Patoprsty	17
5:45	6	SDR FINAL DEBRIS REMOVAL COST (FOLLOW-UP)	MR. CHIP PATTERSON	19
5:50	7	FY26 HOME AND COMMUNITY CARE BLOCK GRANT – REVISED ALLOCATION	Ms. Angie Boitnotte	21
5:55	8	SHERIFF'S OFFICE MATTERS  A. DODGE DURANGO FLEET PURCHASE AND UPFITTING  B. FORD F-150 FLEET PURCHASE AND UPFITTING  C. PURCHASE OF DUAL-BAND POLICE RADIOS	Maj. Kelly Redmon	35 41 53
6:00	9	EMERGENCY SERVICES MATTERS  A. HURRICANE HELENE UPDATE  B. EMS FLEET EQUIPMENT PURCHASE	Mr. WILL HOLT	57 59
6:05	10	TAX MATTERS A. MONTHLY COLLECTIONS REPORT	Mr. Tyler Rash	63
6:10	11	MISCELLANEOUS ADMINISTRATIVE MATTERS  A. GUARANTEED ENERGY SAVINGS CONTRACT – BOARD OF EDUCATION (FOLLOW-UP)	Mr. Deron Geouque	65
		B. NCDOT PROJECT – DALE ADAMS ROAD CONSTRUCTION EASEMENT C. BOARDS AND COMMISSIONS		81 95
6:15	12	BREAK		103
6:25	13	CLOSED SESSION  ATTORNEY-CLIENT MATTERS PER G. S. § 143-318.11(A)(3)  LAND ACQUISITION PER G.S. § 143-318.11(A)(5)  PERSONNEL MATTERS PER G. S. § 143-318.11(A)(1)		103
6:35	14	POSSIBLE ACTION AFTER CLOSED SESSION		105
6:40	15	Adjourn		

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# **AGENDA ITEM 2:**

# **APPROVAL OF MINUTES:**

August 5, 2025, Regular Meeting August 5, 2025, Closed Session



# MEETING MINUTES WATAUGA COUNTY BOARD OF COMMISSIONERS

Tuesday, August 5, 2025

The Watauga County Board of Commissioners held a regular meeting on Tuesday, August 5, 2025, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building in Boone, North Carolina.

# 1. CALL REGULAR MEETING TO ORDER

Chairman Eggers called the meeting to order at 5:30 P.M. The following were present:

PRESENT: Braxton Eggers, Chairman

Todd Castle, Vice-Chairman Emily Greene, Commissioner Tim Hodges, Commissioner Ronnie Marsh, Commissioner Andrea Miller, County Attorney Deron Geouque, County Manager Katie Hancock, Clerk to the Board

Commissioner Hodges offered a prayer and Commissioner Marsh led the Pledge of Allegiance.

# 2. APPROVAL OF MINUTES

Chairman Eggers presented the July 15, 2025, regular and closed session meeting minutes.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to approve the July 15, 2025, regular meeting minutes as presented.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to approve the July 15, 2025, closed session minutes as presented.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

# 3. APPROVAL OF AGENDA

Chairman Eggers called for additions or corrections to the August 5, 2025, agenda.

County Manager Geouque requested the following additions:

- Agenda Item 13 to include the following:
  - C. Howard Knob Park Proposal for Construction Materials Testing Services

#### D. Announcements

Commissioner Greene, seconded by Commissioner Marsh, moved to approve the August 5, 2025, agenda as amended.

VOTE: Aye - 5Nay - 0

# 4. Public Comment

- Cindy Darcy, a resident of Powder Horn Mountain and former special education teacher, expressed concern about the County's construction of an emergency services communications tower in her community. She cited issues with the scope and placement of the project, potential health effects on residents due to its proximity, and possible impacts on the environment and property values.
- **Jill Williams**, a resident of Powder Horn Mountain, also expressed concern about the tower's construction. She stated that when their POA Board met with the Stewart Simmons Volunteer Fire Department, it was indicated that the tower would be a "small tower" not exceeding 40 feet. She noted that the current plan for a 180-foot tower is significantly different from her understanding of the original proposal. She requested that the Board halt construction of the tower.
- Mark Laughlin, a member of the Powder Horn Mountain POA Board, said he was present at the initial meeting with Doug Barry regarding the tower's construction. He stated that the POA Board was initially supportive of the project, but concerns arose after the County began clearing the lot. He also requested that the Board halt construction, but if that was not possible, he asked that measures be taken to ensure the tower is adequately screened from view.

# 5. LUCKY DOG VINTAGE MARKET – USE OF HUMAN SERVICES LOT

Trevor Shue, organizer of the Lucky Dog Vintage Market, submitted a request to use the grassy area and parking lot at the Human Services Center for market events on select dates from August 2025 through August 2026. The proposed dates did not conflict with Appalachian State University football schedules or the Watauga County Farmers' Market. The rental rate remains \$200 per event, consistent with previous use. Mr. Shue stated that vendor participation has increased from approximately 15 to 25 vendors. Market hours are planned from 11:00 AM to 6:00 PM, with vendors setting up from 9:30 AM to 7:00 PM.

County Manager Geouque informed the Board that Ms. Mary McKinney of Just Love requested use of the same space on August 31, 2025, for an International Overdose Awareness Event.

Chairman Eggers was in support of the 2025 dates for the Lucky Dog Vintage Market but deferred approval of 2026 dates at this time.

Vice-Chairman Castle, seconded by Commissioner Greene, made a motion to approve the 2025 dates for the Lucky Dog Vintage Market and to approve the August 31, 2025, date for Ms. McKinney's event.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

[Clerk's Note: Due to a scheduling conflict, the Lucky Dog Vintage Market date originally set for August 23, 2025, was changed to August 24, 2025, and the November 21, 2025 date was changed to November 23, 2025.]

# 6. BLUE RIDGE RISING RESOLUTION

Mr. Ryan Robinson, Head of Corporate Responsibility and Community Partnerships for Mast General Store, requested the Board's consideration of a resolution of support from the Blue Ridge Parkway Foundation. The Foundation is seeking endorsement from the 29 counties along the Parkway corridor as part of a regional effort to advocate for funding supporting unified county interests and Helene Recovery initiatives. To date, 23 of the 29 counties have adopted the resolution.

Mr. Robinson explained that the resolution aims to demonstrate regional support and unity. He noted that adoption assists the Blue Ridge Parkway Foundation in lobbying efforts at the state level in Raleigh, North Carolina, and at the national level in Washington, D.C. He emphasized that the resolution requires no funding and is intended solely to raise awareness and show support.

Chairman Eggers remarked that the resolution's current language references "...including the towns of Buchanan, Fincastle, and Troutville in Botetourt County," which he believed was a holdover from Virginia. He requested that the language be amended to "...including the towns of Boone, Blowing Rock, Seven Devils, and Beech Mountain in Watauga County."

Commissioner Hodges, seconded by Vice-Chairman Castle, made a motion to approve the resolution pending the requested changes.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

# 7. SDR FINAL DEBRIS REMOVAL COST

Southern Disaster Recovery (SDR) completed all final punch list and quality control items. Mr. Chip Patterson of SDR reported that the company has removed approximately 130,000 cubic yards of material, with the final debris removal completed on June 19, 2025. Due to the volume of debris processed from the 2,000-item punch list and data lag in reporting, SDR requested that the final Not to Exceed (NTE) amount be set at \$7,200,000, which is \$750,000 more than the previously approved amount of \$6,450,000.

Commissioner Marsh recalled that SDR had previously submitted multiple requests to increase the NTE amount, and that during the last increase, Mr. Randy Thompson, Government Services

Director at SDR, stated the NTE would not exceed approximately \$6 million. He expressed concern that an additional increase is now being requested and asked how much of the \$750,000 increase would go to DebrisTech.

Mr. Patterson explained that SDR's invoices are based on DebrisTech's monitoring records, but significant delays in the reporting process make it difficult to provide precise cost estimates for disaster debris removal. He emphasized that disaster debris cannot be estimated with complete accuracy.

County Manager Geouque stated that 14 remaining sites have been identified and stressed the importance of ensuring all debris is cleared, noting that some sites initially thought to be complete were not.

Commissioner Marsh, seconded by Vice-Chairman Castle, made a motion to table the request until SDR can confirm that the \$7.2 million NTE amount will be final and that all remaining sites have been identified and cleared.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

Following the vote, Vice-Chairman Castle expressed his appreciation for SDR's professionalism and work.

# 8. WATAUGA COOPERATIVE EXTENSION – PROPOSED COUNTY VEHICLE PURCHASE

Mr. Jim Hamilton, County Extension Director, requested the purchase of a county-owned vehicle to support Extension staff travel for farm visits, workshops, meetings, and programming. He explained that Watauga County Extension (WCE) is a partnership between the County and NC State University, with funding from both sources. WCE currently leases a state-owned van at a cost that has increased from \$307 to \$460 per month (approximately \$6,000 annually). Due to this increase and anticipated reductions in state travel funding, continuing the state lease is no longer cost-effective.

Mr. Hamilton proposed using unencumbered funds from a currently vacant 4-H agent position to offset the cost of purchasing a vehicle, with a preference for a Toyota Sienna. He noted this was his first vehicle request since joining WCE in 2002 and that Watauga County is one of four counties still utilizing state-leased vehicles.

Chairman Eggers asked whether an existing county vehicle could be used instead. County Manager Geouque suggested reviewing the county's vehicle inventory before purchasing a new vehicle. Mr. Hamilton expressed concern that the extensive travel required to Raleigh and Buncombe County would be better served by a minivan rather than a small passenger van. Commissioner Marsh supported searching the county's inventory first, while Vice-Chairman Castle noted that few, if any, vehicles in the inventory could handle that travel demand. County Manager Geouque mentioned two vans in Parks and Recreation that might be suitable. Commissioner Marsh

expressed support for approving the purchase, and Vice-Chairman Castle suggested obtaining a quote from Modern Toyota before proceeding.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to approve the purchase of a vehicle using unencumbered funds from the vacant 4-H agent position, with any portion of the purchase price that exceeds those funds to be provided from the Administrative Contingency account.

VOTE: Aye - 5Nay - 0

# 9. MAINTENANCE MATTERS

## A. Utility Vehicle Purchase Request

Mr. Robert Marsh, Maintenance Director, presented a request to purchase a Bobcat UW56 utility vehicle equipped with a 72" snowplow and 68" angle broom. The equipment will be used by the Maintenance Department for snow removal at the Courthouse parking lots and parking deck during the winter months, and for general utility work throughout the year.

He recommended awarding the bid to Bobcat of Charlotte, the lowest responsive bidder. Mr. Marsh explained that the initial quote of \$77,230.50 included a 66" brush attachment rather than the specified 68" angle broom. After correcting the quotes, Bobcat of Charlotte remained the lowest bidder, with a revised price of \$75,343.75. Adequate funds are available in the current budget to cover the expense.

Commissioner Marsh, seconded by Commissioner Greene, moved to approve the purchase of the Bobcat UW56 with the 72" snowplow and 68" angle broom at the revised cost of \$75,343.75.

VOTE: Aye - 5Nay - 0

#### B. Contract Renewal for Recreation Center HVAC Monitoring

Mr. Marsh presented a request for a contract renewal with Johnson Controls for HVAC monitoring and control at the Recreation Center. He explained that the current contract expired on July 31, 2025, and due to the nature of the system, the service cannot be competitively bid. Johnson Controls proposed a three-year renewal at a total cost of \$57,200, reflecting a \$4,200 decrease from the previous contract.

Chairman Eggers asked Mr. Marsh to explain the services provided by Johnson Controls. Mr. Marsh stated that Johnson Controls manages a system of devices, ensures proper calibration, provides software upgrades, and services components.

Vice-Chairman Castle inquired about the possibility of eventually bringing the service inhouse. Mr. Marsh responded that the County's size may not justify that, and qualified

personnel might be difficult to find. Vice-Chairman Castle suggested consulting Appalachian State University, which had successfully brought its system in-house.

County Attorney Miller noted that contract revisions would be necessary before the County signs the renewal.

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the contract renewal contingent upon the County Attorney's recommended revisions.

VOTE: Aye - 5Nay - 0

# 10. EMERGENCY SERVICES MATTERS

## A. Tower Construction and Site Modifications Contract

Mr. Will Holt, Emergency Services Director, presented information regarding the Request for Proposals issued for the construction of a communications tower at the Rich Mountain site and the necessary modifications at the Aho and Buckeye sites to accommodate additional microwave dishes. Three proposals were received and reviewed.

Mr. Holt recommended awarding the contract to K-Co Enterprises, Inc., the lowest responsive bidder, at a total cost of \$396,909. He noted that both the County's radio system consultant and the primary site contractor have prior experience with K-Co and expressed no concerns. Funding for this work is included in the overall project budget.

Commissioner Greene, seconded by Vice-Chairman Castle, motioned to approve the contract award to K-Co Enterprises, Inc. in the amount of \$396,909 for tower construction and site modifications.

VOTE: Aye - 5Nay - 0

#### B. Emergency Services Facility Tower Engineering Contract

Mr. Holt also presented information regarding the communications tower needed for the new Emergency Services Facility to connect with the public safety radio system.

He reported that Engineered Tower Solutions (ETS), a vendor under State contract, provided a quote of \$45,000 for engineering services and management of the administrative approval process. ETS has already completed a preliminary site walk and coordinated with Greene Construction, Inc. on the project.

Commissioner Hodges, seconded by Vice-Chairman Castle, made a motion to authorize the agreement with Engineered Tower Solutions for engineering services and administrative approval management in the amount of \$45,000.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

# C. Radio System Maintenance Contract Renewal

Mr. Holt also presented information regarding the annual maintenance contracts for the County's public safety radio systems, which are due for renewal.

He reported that Mobile Communications America submitted a renewal quote totaling \$111,512.31. The amount covers maintenance for the communications center systems (\$65,412.99), tower site equipment (\$38,260.68), and mobile radio units (\$7,838.64). This renewal continues the existing contract, with funds available in the budget for the expense.

County Attorney Miller noted that a few contract revisions would be necessary prior to the County signing the renewal.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to approve the contract renewal contingent upon the County Attorney's final approval.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

#### Other Business - Powder Horn Mountain Tower

At the conclusion of Mr. Holt's presentation, Chairman Eggers asked questions regarding the communications tower at Powder Horn Mountain. Mr. Holt explained that initial discussions with Chief Barry of the Stewart Simmons Volunteer Fire Department established the tower height would be kept under 200 feet to avoid federal lighting requirements. He further detailed that environmental assessments (including endangered species checks and a microwave study) were completed as part of the approval process. Chairman Eggers also inquired about landscaping plans around the tower, to which Mr. Holt responded that landscaping is included in the project budget.

# 11. APPOINTMENT OF MEMBERS TO FIRE APPENDICES COMMITTEE

Mr. Jason Walker, Planning and Inspections Director, presented an update regarding the Fire Appendices Committee appointments. At the Board's request during the previous meeting, Mr. Walker followed up with nominees from the Planning Board representing the surveyor, engineer, developer, and at-large categories. All nominees have confirmed their willingness to serve. A final list of recommended individuals was provided to the Board.

The Board chose to make one change to the structure of the committee and appointed two atlarge members instead of one. Upon appointment, staff will notify the selected individuals accordingly.

Commissioner Greene, seconded by Vice-Chairman Castle, made a motion to appoint the individuals listed in the table below.

Role	Members									
Two Commissioners	<ol> <li>Braxton Eggers</li> <li>Ronnie Marsh</li> </ol>									
Two Fire Chiefs	<ol> <li>Chief Matt Aldridge, Foscoe Fire Dept.</li> <li>Chief Steve Marks, Cove Creek Fire Dept.</li> </ol>									
County Manager	Deron Geouque									
Fire Marshal	Shane Garland									
Planning Director	Jason Walker									
One Surveyor	Donald McNeil									
One Engineer	Mike Trew									
One Developer	Bill Aceto									
Two At-Large Members	<ol> <li>Jeff Fisher</li> <li>George Bartholomew</li> </ol>									

VOTE: Aye - 5Nay - 0

# 12. SANITATION DEPARTMENT TRAILER PURCHASE REQUEST

Operations Services Director Chris Marriott presented a request to purchase a 2026 Clement Monstar trailer for the Sanitation Department to use in hauling scrap metal and other materials. The trailer will replace an older, homemade unit that has become structurally unsound and unsafe for road use.

Mr. Marriott explained that the Department hauls scrap metal weekly, including items such as refrigerators, dishwashers, and microwaves. Staff solicited and evaluated eight quotes from six vendors for both new and used trailers. Based on age, payload capacity, and overall value, staff recommended purchasing the 2026 Clement Monstar from Trailer Specialist, Inc. of Concord, NC, at a cost of \$88,953. The vendor agreed to hold the trailer until August 6, 2025, pending Board approval. Upon purchase, the old trailer will be sold to a scrapyard for recycling. Sufficient funds are available in the FY 2026 Sanitation Department budget.

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the purchase of the 2026 Clement Monstar trailer from Trailer Specialist, Inc. in the amount of \$88,953.

VOTE: Aye - 5Nay - 0

# 13. MISCELLANEOUS ADMINISTRATIVE MATTERS

## A. Resolution to Approve Amendment No. 2

Finance Director Deron Geouque presented a request for Board approval of Amendment No. 2 to the North Carolina Cash Flow Loan Agreement and the accompanying resolution. Under the original agreement, any FEMA reimbursements received by the County were required to be remitted to the State within five business days.

Mr. Geouque explained that the proposed amendment modifies the repayment structure, allowing the County to repay the loan over a five-year period, rather than remitting funds immediately upon receipt. This change would allow the County to deposit FEMA reimbursements into an interest-bearing account until the repayment deadline, generating additional revenue. He further noted that the State may forgive the debt in the future, in which case retaining the funds until repayment is due would be beneficial; if funds were repaid early, they would be unlikely to be returned in the event of forgiveness.

Vice-Chairman Castle, seconded by Commissioner Greene, moved to approve Amendment No. 2 to the North Carolina Cash Flow Loan Agreement and the associated resolution.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

# B. Proposed Human Services Parking Lot and Parking Deck Agreement with Appalachian State University

County Manager Geouque presented a request from Appalachian State University to renew the use agreement for the parking lot at 132 Poplar Grove Road Connector and the parking deck at 140 N. Water Street to support pre- and postgame football operations. Two term options were proposed: a two-year agreement and a three-year agreement.

Under either option, the University would pay the County \$10,000 annually for the Human Services Lot and remit 50% of net revenue generated from game day parking at the parking deck. The University would be responsible for event security, towing unauthorized vehicles, providing portable restrooms, and returning the lots to their original or better condition after each event. The primary difference between the two options is the length of the term, with the University expressing interest in a longer arrangement.

Chairman Eggers requested the following changes to the proposed agreements:

- Remove the provision requiring the County to distribute parking passes, assigning distribution to the University.
- Require the University to update County parking signs to reflect event restrictions.
- Add a provision granting the County the right to audit the University's parking revenue records.

Commissioner Greene raised concerns regarding Thursday night football games, noting that the parking lots are used by County employees during the workweek. She suggested

that if usage on Thursdays is permitted, the County will need to identify alternative options for employees. This could potentially include designating the lots as non-tailgating areas.

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the two-year agreement contingent upon the requested revisions and final review by the County Attorney.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

## C. Howard Knob Park Proposal for Construction Materials Testing Services

During the Board meeting on July 15, 2025, the request to approve the WSP contract was postponed to allow the County Attorney to negotiate concerns with the vendor related to Paragraph 7 - "Limitation of Liability," and Paragraph 18 - "Disputes," specifically the requirement that all legal disputes be resolved in New York State. The County Attorney has since reviewed the updated contract and confirmed that the vendor's revisions are acceptable.

County Manager Geouque presented the item and clarified that funding for the project will come from the Watauga Tourism Development Authority and grant sources, with no direct financial obligation for the County.

Commissioner Hodges, seconded by Commissioner Greene, made a motion to authorize the contract with WSP in the amount of \$37,500 for construction materials testing services for the Howard Knob project.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

#### D. Announcements

County Manager Geouque informed the Board of two upcoming events:

#### Middle Fork Greenway Ribbon Cutting

The Watauga Arts Council, in partnership with the Blue Ridge Conservancy, invited the Board and community to a ribbon-cutting ceremony for the new section of the Middle Fork Greenway. The event is scheduled for Thursday, August 14, 2025, at 4:00 PM near Tweetsie Railroad at the underpass by the new split-rail fence. The ceremony will celebrate the trail's newest segment and mural completion, with updates on corridor progress.

#### AppHealthCare Grand Opening and 10th Anniversary

AppHealthCare will hold a grand opening for their mobile health services and celebrate their 10th anniversary as a Community Health Center on Friday, August 8, 2025, from 11:00 AM to 12:00 PM at the AppHealthCare Watauga Health Center, 126 Poplar Grove Connector, Boone. The event includes a ribbon-cutting, refreshments, a mobile unit tour, and remarks.

County Manager Geouque asked Board members to notify him if they wished to attend the Middle Fork Greenway event and he would RSVP accordingly.

This presentation was for informational purposes only; therefore, no action was required.

# **14. COMMISSIONER COMMENTS**

There were no Commissioner comments.

# 15. CLOSED SESSION

At 7:04 PM, Vice-Chairman Castle, seconded by Commissioner Greene, made a motion to go into Closed Session pursuant to G.S. § 143-318.11(a)(3) to discuss attorney-client privileged matters, § 143-318.11(a)(5) to consider matters related to land acquisition, and § 143-318.11(a)(1) to discuss personnel matters.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

At 7:49 PM, Vice-Chairman Castle, seconded by Chairman Eggers, moved to resume the open meeting.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

# 16. ADJOURN

At 7:50 PM, Vice-Chairman Castle, seconded by Chairman Eggers, moved to adjourn the meeting.

VOTE: 
$$Aye - 5$$
  
 $Nay - 0$ 

# **Braxton Eggers, Chairman**

ATTEST: Katie Hancock, Clerk to the Board

# **AGENDA ITEM 3:**

# APPROVAL OF THE AUGUST 19, 2025, AGENDA

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# **AGENDA ITEM 4:**

# PUBLIC COMMENT

# **MANAGER'S COMMENTS:**

Public Comment will last up to one hour, depending on the number of speakers.

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## **AGENDA ITEM 5:**

# MIDDLE FORK GREENWAY - REPAIRS AND BID AWARD

#### **MANAGER'S COMMENTS:**

Ms. Wendy Patoprsty, Middle Fork Greenway Director at the Blue Ridge Conservancy, will update the Board on repairs to the Middle Fork Greenway following damage sustained during Hurricane Helene. Most areas were repaired immediately to reopen the path; however, two larger segments remain: approximately 90 feet of greenway path at Mystery Hill, and the Payne Branch Park stream access and bank stabilization. FEMA has assessed and approved reimbursements for both projects. Staff has been working with Emergency Management on the FEMA requests.

Construction documents have been obtained for both projects. Three quotes have been received for the Payne Branch Park Stream Repair, as follows: Brushy Fork Environmental – \$100,000; DN Enterprises – \$122,000; and NorthState Environmental – \$129,756. Quotes for the Mystery Hill project are expected soon.

Board action is requested to approve the lowest bid from Brushy Fork Environmental in the amount of \$100,000 for the Payne Branch Park Stream Repair project.





To: Watauga County Commissioners

From: Wendy Patoprsty, Middle Fork Greenway Director, Blue Ridge Conservancy

Date: August 12, 2025

Re: Middle Fork Greenway at Payne Branch Park Stream Repair from Hurricane Helene

Segments of the Middle Fork Greenway sustained damage during Hurricane Helene. Most of the sites were repaired immediately after the storm to get the path open for use again. Two larger, more expensive segments still require repair: 90ft of greenway path at Mystery Hill, and Payne Branch Park stream access and bank stabilzation. FEMA has assessed and approved reimbursements on these two segments. I have been working with Will Holt at Emergency Management on the FEMA requests.

We have obtained construction documents for both of these segments and have received three quotes on the Payne Branch project below. I should be receiving quotes from contractors on the Mystery Hill Section soon. I am requesting permission to move forward with the lowest bid to construct Payne Branch Park Stream Repair. I will come back once I have quotes for Mystery Hill. This work should be finished before the trout moratium begins in October.

### Payne Branch Park Stream Repair:

Tayric Dianon Lark Officant No	pan.
Contractor	Base Bid
Brushy Fork Environmental	\$100,000
DN Enterprises	\$122,000
NorthState Environmental	\$129,756

Sincerely,

Wendy Patoprsty Blue Ridge Conservancy Middle Fork Greenway Director

### **AGENDA ITEM 6:**

# SDR FINAL DEBRIS REMOVAL COST (FOLLOW-UP)

## **MANAGER'S COMMENTS:**

At the August 5, 2025, meeting, the Board tabled Southern Disaster Recovery's (SDR) request to increase the final Not to Exceed (NTE) amount for disaster debris removal from \$6,450,000 to \$7,200,000. This request reflected additional debris removal and punch list work beyond the prior approved amount. The Board requested confirmation that the \$7.2 million NTE would be final and that all remaining debris sites had been identified and cleared.

Since that meeting, staff has confirmed that there are a total of 12 remaining sites. Of these, three require remediation. Two of the three sites cannot currently be accessed, and one site, located on NC-194 at the Avery County line, will be cleaned up by SDR. All of these sites were included in the \$750,000 increase to the NTE. (Note: Once approved, no more sites will be scheduled for cleanup and it will be the property owner's responsibility.)

Staff seeks direction from the Board.

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## **AGENDA ITEM 7:**

# FY26 HOME AND COMMUNITY CARE BLOCK GRANT - REVISED ALLOCATION

#### **MANAGER'S COMMENTS:**

The County's FY26 Home and Community Care Block Grant (HCCBG) allocation has been finalized at \$328,280, which is \$7,492 more than originally projected. This increase results in a required local match of \$36,476, an \$832 increase from the original estimate, and is already included in the adopted FY26 County budget. The additional funds will be allocated to the Home Delivered Meals program.

The revised service allocations are as follows:

• In-Home Aide Level I: \$83,089 (Match: \$9,232)

• **In-Home Aide Level II:** \$60,670 (Match: \$6,741)

• Congregate Meals: \$49,830 (Match: \$5,537)

• Home Delivered Meals: \$128,691 (Match: \$14,299)

• **Transportation:** \$6,000 (Match: \$667)

Upon Board approval, the revised allocation will be incorporated into the Project on Aging FY26 budget.

Board action is requested to approve the revised FY26 Home and Community Care Block Grant (HCCBG) allocation in the amount of \$328,280, with a required local match of \$36,476, and to incorporate the revised allocation into Project on Aging's FY26 budget.



# 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:** August 12, 2025

**SUBJ:** Allocation of FY26 Home and Community Care Block Grant Funds

The Home and Community Care Block Grant (HCCBG) allocation for FY2026 was projected to be \$320,788, which required a local match of \$35,644. The actual allocation is \$328,280 (+\$7,492) which requires a local match of \$36,476 (+\$832). The additional match is present in our FY26 County budget. The additional funds will be allocated to Home Delivered Meals (\$7,492). The revised allocation is as follows:

HCCBG Service	HCCBG Allocation	Match
In-Home Aide Level I	\$83,089	\$9,232
In-Home Aide Level II	\$60,670	\$6,741
Congregate Meals	\$49,830	\$5,537
Home Delivered Meals	\$128,691	\$14,299
Transportation	\$6,000	\$667

Upon approval, these funds will become part of the Project on Aging FY2026 budget.

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

# July 1, 2025 through June 30, 2026

#### Home and Community Care Block Grant for Older Adults

#### **Agreement for the Provision of County-Based Aging Services**

This Agreement, entered into as of this 1<sup>st</sup> day of July, 2025, by and between the County of Watauga (hereinafter referred to as the "County") and the High Country Area Agency on Aging, (hereinafter referred to as the "Area Agency").

#### Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging (DOA) and state appropriations made available to the Area Agency through the North Carolina Division of Aging, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging, c) the Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging Service Standards Manual, Volumes I through IV, and, e) the Division of Aging Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

#### Watauga County Project on Aging

- a. The Community Service Provider(s) shall be those specified in the County Funding Plan on the <u>Provider Services Summary</u> format(s) (DOA-732) for the period ending June 30 for the year stated above.
- 2. <u>Availability of Funds</u>. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

3. <u>Grant Administration</u>. The grant administrator for the Area Agency shall be Zack Green, Area Agency on Aging Director. The grant administrator for the County shall be Deron Geouque, Watauga County Manager.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

- 4. Services authorized through the County Funding Plan, as specified on the <u>Provider Services Summary</u> format(s) (DOA-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
- 5. <u>Assignability and Contracting</u>. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
- 6. <u>Compensation and Payments to the County</u>. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the <u>Provider Services Summary</u> format (DOA-732).

#### a. Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

#### b. Reimbursement of Service Costs

Reimbursement of service costs is carried out as provided in Section 3 of the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

## c. Role of the County Finance Director

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

d. Payment of Administration on Aging Nutrition Services Incentive Program (NSIP) Subsidy

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Services Providers.

If through the U.S. Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. Reallocation of Funds and Budget Revisions. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging Management Information System, as specified in the N.C. Division of Aging Home and Community Care Block Grant Procedures Manual for Community Service Providers.

- 8. Monitoring. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging Monitoring Policies and Procedures at <a href="http://www.ncdhhs.gov/aging/monitor/mpolicy.htm">http://www.ncdhhs.gov/aging/monitor/mpolicy.htm</a>. The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Sec. 308 of the AAA Policies and Procedures Manual. Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308.4. Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.
- 9. <u>Disputes and Appeals</u>. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging. The state agency address is as follows:

Director North Carolina Division of Aging 693 Palmer Drive 2101 Mail Service Center Raleigh, North Carolina 27699-2101

10. <u>Termination for Cause</u>. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

11. <u>Audit</u>. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable.

Federal funds may not be used to pay for a Single or Yellow Book audit unless it is a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements in accordance with Administrative Code 09 NCAC 03M can be found at <a href="https://www.osbm.nc.gov/stewardship-services/grants/grant-recipients">https://www.osbm.nc.gov/stewardship-services/grants/grant-recipients</a>

The following chart provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable cost
		for reporting
Less than \$25,000 in state	Certification form and State Grants Compliance	N.A.
or federal funds	Reporting <\$25,000	
	(Item #11, Activities and Accomplishments) does not	
	have to be completed)	
	OR Audited Financial Statements in compliance with	
	GAO/GAS (i.e., Yellow Book).	
Greater than \$25,000 and	Certification form and Schedule of Grantee Receipts	N.A.
less than \$500,000 in	>\$25,000 and Schedule of Receipts and Expenditures	
state funds or \$750,000 in	OR Audited Financial Statements in compliance with	
federal funds.	GAO/GAS (i.e., Yellow Book)	
\$500,000+ in state funds	Audited Financial Statement in compliance with	May use state
but federal pass through	GAO/GAS (i.e., Yellow Book)	funds, but not
in an amount less than	,	federal funds.
\$750,000.		

Annual Expenditures	Report Required to AAA	Allowable cost		
		for reporting		
\$500,000+ in state funds	Audited Financial Statement in compliance with	May use state		
and \$750,000+ in federal	OMB Uniform Guidance 2 CFR Part 200 (i.e., Single	and federal		
pass through funds.	Audit)	funds.		
Less than \$500,000 in	Audited Financial Statement in compliance with	May use		
state funds and	OMB Uniform Guidance 2 CFR Part 200 (i.e., Single	federal funds,		
\$750,000+ in federal pass	Audit)	but not state		
through funds		funds.		

12. <u>Audit/Assessment Resolutions and Disallowed Cost</u>. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9).

The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

- 13. <u>Indemnity</u>. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
- 14. Equal Employment Opportunity and Americans With Disabilities Act Compliance. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
- 15. <u>Data to be Furnished to the County</u>. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate with the County in the performance of the County's duties under this Agreement.

- 16. Rights in Documents, Materials and Data Produced. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
- 17. <u>Interest of the Board of Commissioners</u>. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
- 18. <u>Interest of Members of the Area Agency, Lead Regional Organization, and Others.</u> No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
- 19. <u>Officials not to Benefit</u>. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
- 20. <u>Prohibition Against Use of Funds to Influence Legislation</u>. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
- 21. <u>Confidentiality and Security</u>. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.

22. Record Retention and Disposition. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule (<a href="https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention">https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention</a>). In addition, the NC Department of Natural and Cultural Resources has developed a General Records Schedule for Local Government Agencies as well as individual retention and disposition schedules for local government agencies like county social service agencies and local health departments. Those schedules are posted at <a href="https://archives.ncdcr.gov/government/local.">https://archives.ncdcr.gov/government/local.</a>

Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. By funding source and state fiscal year, the NC DHHS record retention schedule lists the earliest date that grant records in any format may be destroyed. The State Archives provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <a href="https://archives.ncdcr.gov/government/records-management-tools/faq#how-can-i-destroy-records">https://archives.ncdcr.gov/government/records-management-tools/faq#how-can-i-destroy-records</a>.

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits, or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging regarding the creation and management of electronic records.

23.	Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.										
	In witness whereof, the Area Agency and to day first written above.	the County have executed this Agreement as of the									
	Wataug	a County									
	Attest:	By:									
	Katie Hancock, Clerk Watauga County Board of Commissioners	Braxton Eggers, Chair Watauga County Board of Commissioners									
	<u>High Country Are</u>	ea Agency on Aging									
	Attest:	By:									
	Zack Green, Director High Country Area Agency on Aging	Julie Wiggins, Executive Director High Country Council of Governments									
have 1		ander this Agreement within the current fiscal year as required by the Local Government Budget and									
	nstrument has been pre-audited and approve ce Control Act.	d in the manner required by the Local Government									
	By:										
	Julie Page, Finance Officer, High Co	ountry Council of Governments									

24. <u>Payment to Community Service Providers by the Area Agency on Aging</u>. The County authorizes the Area Agency on Aging, in lieu of the County Finance Officer, to provide interim and reimbursement payments to community service providers as prescribed in paragraphs 6(a) and (c) of this Agreement. Services applicable to this authorization are as follows:

Community Service Provider Service

Watauga County Project on Aging In-Home Aide

Transportation

Nutrition

This authorization by the County shall be in compliance with requirements set forth in the North Carolina Budget and Fiscal Control Act. The County Finance Officer shall establish controls to account for the receipt and expenditure of Home and Community Care Block Grant Funds.

Home and Community Care Block Grant for Older Adults																						
Watauga County Project on Aging																	DAAS-732					
						County Funding Plan												County:		<b>WATAUGA</b>		
132 Poplar Grove Conn, Suite Λ														Budget	Period:	July 2025	through	June 2026				
Boone, NC 28607						Provider Services Summary												Revision #:	1	Date:	8/12/2025	
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Services	Direct	Purchase	Access		In-Home		O	ther		Total	Matc		Net Service Cost		Subsidy	l	nding	Units	Rate*	Clients	Total Units	
Transportation (General)		X	\$	6,000	\$	-	\$	- 1	\$	6,000	\$ 6	67	\$	6,667	\$ -	\$	6,667	479	\$ 13.9094	25	2,383	
In-Home Aide-Level 1 - Home Management	X		\$	-	\$ 83	,089	\$	-	\$	83,089	\$ 9,2	32	\$ 9	92,321	\$ -	\$	92,321	2,983	\$ 30.9532	100	13,687	
In-Home Aide-Level II - Personal Care	X		\$	-	\$ 60	,670	\$	- 1	\$	60,670	\$ 6,7	41	\$ 6	57,411	\$ -	\$	67,411	2,064	\$ 32.6650	40	9,161	
Congregate Nutrition	X		\$	-	\$	-	\$ 4	9,830	\$	49,830	\$ 5,5	37	\$ 5	55,367	\$ 12,380	\$	67,747	5,904	\$ 9.3782	200	15,475	
Home Delivered Meals	X		\$	-	\$ 128	3,691	\$		\$	128,691	\$ 14,2	99	\$ 14	12,990	\$ 18,556	\$ 1	61,546	12,613	\$ 11.3368	120	23,195	
Senior Center Operation			\$	-	\$	-	\$		\$		\$ -	_	\$		\$ -	\$			\$ -		-	
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Proj. Reimbursement Rate																						
Administrative % 0.00% 0.00%																						
			Signature, County Finance Officer Date Signature, Chairman, Board of Commissioners Date									Date										

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#### **AGENDA ITEM 8:**

#### **SHERIFF'S OFFICE MATTERS**

A. Dodge Durango Fleet Purchase and Upfitting

#### **MANAGER'S COMMENTS:**

The Watauga County Sheriff's Office requests Board approval to purchase six (6) Dodge Durango AWD V6 SUVs from Ilderton Dodge at \$41,490 each, for a total cost of \$248,940. Funding for these vehicles is included in the Sheriff's Office FY 2025–2026 operating budget.

Additionally, the Sheriff's Office requests approval to purchase the required upfitting equipment, including emergency lighting, sirens, partitions, and other patrol-related equipment, from Campbell-Brown, LLC at a cost of \$7,030.69 per vehicle (including freight), for a total of \$42,184.12.

Board action is requested to approve the purchase of six (6) 2025 Dodge Durangos from Ilderton Dodge in the amount of \$256,444.20 (includes taxes and tags) and upfitting from Campbell-Brown, LLC in the amount of \$42,184.12.



## WATAUGA COUNTY SHERIFF'S OFFICE

184 HODGES GAP ROAD BOONE, NORTH CAROLINA 28607 (828) 264-3761 • FAX (828) 263-5345 LEN D. HAGAMAN, JR. SHERIFF

08/08/2025

To: Deron Geouque- Watauga County Manager

From: Major Kelly Redmon

Ref: FY 25-26 Vehicle Purchase, Equipment and Radio purchases

#### Watauga County Sheriff's Office - Vehicle and Equipment Purchase Request

The Watauga County Sheriff's Office respectfully requests approval from the Watauga County Board of Commissioners to proceed with the following vehicle and equipment purchases utilizing the North Carolina Sheriffs' Association Vehicle Procurement Contract:

- 1. Six (6) Dodge Durango AWD V6 SUVs from Ilderton Dodge at a unit cost of \$41,490.00.
- 2. Three (3) Ford F-150 Special Service Vehicles from Parks Ford at a unit cost of \$46,944.00. One of these vehicles is a replacement for a vehicle that was destroyed during Hurricane Helene.

Additionally, we request approval to purchase the necessary upfitting equipment, including emergency lighting, sirens, partitions, and other patrol-related equipment, from **Campbell-Brown**, **LLC** at the following per-vehicle costs:

- Dodge Durango: \$7364.02 each (includes freight)
- Ford F-150: \$5,513.33 each

We further request approval to purchase seven (7) dual-band police radios, including programming, from Two Way Radio of Carolina at a cost of \$4,670.00 each.

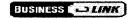
Funding for these purchases is allocated in the Sheriff's Office FY 2025-2026 operating budget.

We respectfully seek the Board's approval to proceed with these acquisitions to maintain operational readiness and ensure the continued safety and efficiency of our patrol fleet.





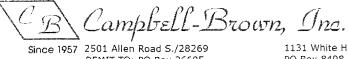
701-712 South Main Street High Point, NC 27260 (336) 841-6100





8/6/2025

		**************************************		
Buyer:	WATAUGA COUNTY	Cell:		
	KELLY REDMON			
Phone:	828-964-2244	Phone:		
E-Mail	kelly.redmon@watgov.org	Fax:		
				TRADE
VELUOLE	DODGE DURANGO PURSUIT		and and	IIIVAVE
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		Model:		
	WHITE	Year:		
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	VINYL FLOOR	INC	SHIFTER IN THE COLU	MN
	VINYL REAR SEAT  18" WHEELS WITH WHEEL COVERS	\$160 \$430		
	BLACK LEFT LED SPOTLIGHT	\$750		
	LIMITED TIME MANUFACTURER 25MY DISCOUNT	(\$2,500)		
Options To			\$	1,340.00
Sub Total				<b>\$41,490</b> .00
UNITS	6			
BALANCI	E DUE			\$248,940.00
Manager	Kím Tuttle	Customer		
wanayer	DIRECTOR OF FLEET SALES		AUTHORIZED E	PERSONEL



REMIT TO: PO Box 26685 Charlotte, NC 28221 Phone (704) 377-2551 NC WATS (800) 849-5050 1131 White Horse Road PO Box 8498 Sta. A Greenville, SC 29604 Phone (864) 277-4372 SC WATS (800) 849-2426 **QUOTE ORG** 

Page 1

Quote Date	Expire	s	Authorization		Salesperson			Cust#	Terms	
8/05/25	5/25 9/05/25 Kelly Redmon		BRIAN SLOOP			188251	NET 30	DAYS		
Quote#		P.O.	Number	Quoted By		Ship Via	Ppd/C	ol Ship	oed From	
01/075627		6 M	ARKED DURANGO	DAVID WILSO	)N	Prepaid/add		СНА	RLOTTE	STORE

Sold To WATAUGA COUNTY SHERIFF

**814 W KING STREET** SUITE 216 **BOONE NC 28607** 

WATAUGA COUNTY SHERIFF Ship To 184 HODGES GAP RD **BOONE NC 28607** 

Quantity	Stock #	Description	Unit Price	UM	Extended Price
		STATE OF NC BID# DPC467952775-BJ			
		Traffic Control Devices			
		* CATEGORY(J)-SAFETY ACCESSORIES *			
		*** (6) Marked Patrol Durango's **			
		(B) (B) (B) (B) (TD) - (TD) (B) (B) (B) (B)			
6	IX44UFZ	INNER EDGE XLP 10LT 13 DURANGO	664.0000	EA	3,984.0
6	295SLSA6	295SLSA6 SIREN/CONTROL CENTER	411.4300	EA	2,468.5
6	SA315U	SA315U SPEAKER, BLACK PLASTIC	192.0000	EA	1,152.0
6	SAK54	SA-315 MT KIT DURANGO		EA	
		DP6(A)(A)(A)(B)(B)			
_	DP6	6-LIGHT DOMINATOR PLUS LINZ6	722.0600	EA	4,332.3
6	DBKT4	DOMINATOR ANGLE MOUNT BRACKET	20.3700	EA	122.2
		IONB X2 (In Light ready GoRhino			
10	TOUR	Bumper)	112 2000	-	1 247 6
12	IONB	ION LIGHT BLUE	112.3000	EA	1,347.6
		IONB X2 (In side Window in cargo area)			
12	IONB	ION LIGHT BLUE	112.3000	EA	1,347.6
		IONB X2 (Tag Lights)			
12	IONB	ION LIGHT BLUE	112.3000	EA	1,347.6
		Plus Freight on Havis items:			
		Freight Est \$200.00			
		*******			
			SubTo	otal	
			Freig		
			Sales 7 Quote Tota		**Continued**
					COIL HIUCU""

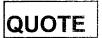
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Since 1957 2501 Allen Road S./28269 REMIT TO: PO Box 26685 Charlotte, NC 28221 Phone (704) 377-2551

NC WATS (800) 849-5050

PO Box 8498 Sta. A Greenville, SC 29604 Phone (864) 277-4372 SC WATS (800) 849-2426



**QUOTE ORG** 

Page 2

Quote Date	Expir	Expires Authorization		Salesperson			Cust#	Terms	
8/05/25	8/05/25 9/05/25 Kelly Redmon			BRIAN SLOOP			188251	NET 30 DAYS	
Quote #		P.O.	Number	Quoted By		Ship Via	Ppd/C	ol Ship	ped From
01/075627		6 M	ARKED DURANGO	DAVID WILSO	N	Prepaid/add		СНА	RLOTTE STORE

Sold To WATAUGA COUNTY SHERIFF

814 W KING STREET SUITE 216 BOONE NC 28607 Ship To WATAUGA COUNTY SHERIFF 184 HODGES GAP RD

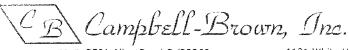
BOONE NC 28607

uantit	y Stock#	Description	Unit Price	UM	Extended Price
		FacePlates to be included @ N/C			
6	C-VS-2300-DUR	HAV-CONSOLE 2021 DURANGO	373.8600	EA	2,243.1
6	C-ARM-103	HAV LARGE PADDED ARM REST	120.9000	EA	725.4
6	CUP2-1001	HAV CUP HOLDER	43.4000	EA	260.4
6	PKG-PSM-145	LAPTOP ASSY/PASS SIDE MOUNT	349.6800	EA	2,098.0
6	C-ADP-101	Universal Adapter Plate	44.0200	EA	264.1
		Plus Freight on Gamber Cradles			
		Freight Est is \$75.00			
6	7160-0250	GAMBER UNIVERSAL CRADLE	311.9200	EA	1,871.5
		: Dlug Fusisht on Cating Thomas			
	İ	Plus Freight on Setina Items:			
_	1 #/O E 1 4 DUD 1 1	Freight Estimate is \$1200.00	207 2700	EA	1 242 6
6 6	WK0514DUR11 PK0123DUR112ND	Window Barrier Steel Vertical *FO Cargo Area Parition #12VS Stationa	207.2700 415.1700	EA	1,243.6 2,491.0
_	1K0574DUR11	Single Prisoner Transport Partitio	805.7700	EA	
6		S T-RAIL MOUNT UNIVERSAL HK	188.3700	EA	1,130.2
6 6	GK10271UHKSVSCA GK0726	10 SECOND TIMER w/switch	30.8700	EA	185.2
b	GR0720		30.0700		103.2
		.  Plus Freight on Stinger FlashLight			
		Freight est \$25.00			
6	75456	Stinger DS LED HL - 12V DC	168.5100	EA	1,011.0
		Able 2 Flasher			
6	14.0434	ABL-Multi-Port Accessory Box with	36.3200	EA	217.9
		Plus Freight on Go Rhino Push			
			SubT	otal	
			Freig	ht	
			Sales		
			Quote Tota	1	**Continued**

All warranties are limited to the warranty given by the manufacturer, and in no event does Campbell-Brown, Inc. warrant any product it sells beyond the stated warranty of the product manufacturer.

All quotes are valid for 30 days from the dated issued.

Dodge



Since 1957 2501 Allen Road S./28269 REMIT TO: PO Box 26685 Charlotte, NC 28221 Phone (704) 377-2551

NC WATS (800) 849-5050

1131 White Horse Road PO Box 8498 Sta. A Greenville, SC 29604 Phone (864) 277-4372 SC WATS (800) 849-2426



**QUOTE ORG** 

Page 3

	Quote Date	Expir	opires Authorization			Salesperson			Cust#	Terms	
	8/05/25	8/05/25 9/05/25 Kelly Redmon			BRIAN SLOOP			188251	NET 30 DAYS		
Ì	Quote #		P.O.	Number	Quoted By		Ship Via	Ppd/	Col Shir	oped From	
	01/075627		6 M	ARKED DURANGO	DAVID WILSO	ON	Prepaid/add	<u> </u>	CH/	ARLOTTE STORE	

Sold To

WATAUGA COUNTY SHERIFF

814 W KING STREET

**SUITE 216** 

**BOONE NC 28607** 

Ship To WATAUGA COUNTY SHERIFF 184 HODGES GAP RD **BOONE NC 28607** 

Quantity	Stock#	Description	Unit Price	UM Extended Price
6 6	5202-2L61 5202WHDT	Bumper: Freight Est is \$550.00 2-Light-Whelen Ion-Includes Light Dodge, Durango, 2021 - 2021, Heavy	1	EA 2,396.04 EA 2,207.76
6	6001-3001	200 AMP EGIS TIMER / BATTERY SAVER	142.0000	EA 852.00
			:	
			SubTot	40,134.12
			Freigh	
			Sales Ta	2 047 43
			Quote Total	

Dodge

#### **AGENDA ITEM 8:**

#### **SHERIFF'S OFFICE MATTERS**

B. Ford F-150 Fleet Purchase and Upfitting

#### **MANAGER'S COMMENTS:**

The Watauga County Sheriff's Office requests Board approval to purchase three (3) Ford F-150 Special Service Vehicles from Parks Ford at \$46,941.60 each, for a total cost of \$140,824.80. Funding for these vehicles is included in the Sheriff's Office FY 2025–2026 operating budget.

Additionally, the Sheriff's Office requests approval to purchase the required upfitting equipment, including emergency lighting, sirens, partitions, and other patrol-related equipment, from Campbell-Brown, LLC at a cost of \$5,513.39 per vehicle, for a total of \$16,540.17.

Board action is requested to approve the purchase of three (3) 2025 Ford F-150 Special Service Vehicles from Parks Ford in the amount of \$145,085.54 (includes taxes and tags) and upfitting from Campbell-Brown, LLC in the amount of \$16,540.17.



## WATAUGA COUNTY SHERIFF'S OFFICE

184 HODGES GAP ROAD BOONE, NORTH CAROLINA 28607 (828) 264-3761 • FAX (828) 263-5345 LEN D. HAGAMAN, JR. SHERIFF

08/08/2025

To:

Deron Geouque- Watauga County Manager

From: Major Kelly Redmon

Ref:

FY 25-26 Vehicle Purchase, Equipment and Radio purchases

#### Watauga County Sheriff's Office – Vehicle and Equipment Purchase Request

The Watauga County Sheriff's Office respectfully requests approval from the Watauga County Board of Commissioners to proceed with the following vehicle and equipment purchases utilizing the North Carolina Sheriffs' Association Vehicle Procurement Contract:

- 1. Six (6) Dodge Durango AWD V6 SUVs from Ilderton Dodge at a unit cost of \$41,490.00.
- 2. Three (3) Ford F-150 Special Service Vehicles from Parks Ford at a unit cost of \$46,944.00. One of these vehicles is a replacement for a vehicle that was destroyed during Hurricane Helene.

Additionally, we request approval to purchase the necessary upfitting equipment, including emergency lighting, sirens, partitions, and other patrol-related equipment, from Campbell-Brown, LLC at the following per-vehicle costs:

- Dodge Durango: \$7364.02 each (includes freight)
- Ford F-150: \$5,513.33 each

We further request approval to purchase seven (7) dual-band police radios, including programming, from Two Way Radio of Carolina at a cost of \$4,670.00 each.

Funding for these purchases is allocated in the Sheriff's Office FY 2025-2026 operating budget.

We respectfully seek the Board's approval to proceed with these acquisitions to maintain operational readiness and ensure the continued safety and efficiency of our patrol fleet.

Prepared for: , Watauga County

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515

### **Client Proposal**

Prepared by: Jeff Williams Office: 828-693-4281

Quote ID: 0709202505

Date: 07/09/2025



Watauga County

Prepared by: Jeff Williams





Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: 0709202505

#### , Watauga County

Re: Quote ID 0709202505 07/09/2025

To Whom It May Concern,

All pricing provided in this quote is based on, and follows the guidelines of, the North Carolina Sheriffs' Association Vehicle Procurement Program. Contract # 25-11-0912. Specification # 142

Sincerely,

Jeff Williams

Watauga County

Prepared by: Jeff Williams





Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

# 2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: 0709202505

# **Table of Contents**

Description	Page
Cover Page	- 1
Cover Letter	2
Table of Contents	3
As Configured Vehicle	4
Pricing Summary - Single Vehicle	6

Watauga County

Prepared by: Jeff Williams

07/09/2025



2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: 0709202505

# As Configured Vehicle

Code Description

**Base Vehicle** 

W<sub>1</sub>P

Base Vehicle Price (W1P)

**Packages** 

150A

Equipment Group 150A

Includes:

- Engine: 3.5L V6 EcoBoost 120-MPH top speed.

- Transmission: Electronic 10-Speed Automatic

Includes selectable drive modes: normal/tow-haul/snowwet/EcoSelect/sport and SelectShift automatic with progressive range select.

- Electronic Locking w/3.31 Axle Ratio

- GVWR: 7,075 lbs Payload Package

- Tires: LT265/70R18 BSW A/T

- HD Police-Grade Cloth 40/Blank/40 Front-Seats

Includes reduced bolsters, 8-way power driver/manual passenger, builtin steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench.

- Radio: AM/FM Stereo w/6 Speakers

- SYNC 4

Includes 12" LCD capacitive touchscreen with swipe capability, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.

**Powertrain** 

998

Engine: 3.5L V6 EcoBoost

120-MPH top speed.

44G

Transmission: Electronic 10-Speed Automatic

Includes selectable drive modes: normal/tow-haul/snowwet/EcoSelect/sport and SelectShift automatic with progressive range

select

XL3

Electronic Locking w/3.31 Axle Ratio

STDGV

GVWR: 7,075 lbs Payload Package

Wheels & Tires

STDTR

Tires: LT265/70R18 BSW A/T

64H

Wheels: 18" Aluminum

Seats & Seat Trim

Ρ

HD Police-Grade Cloth 40/Blank/40 Front-Seats

44

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Watauga County

Prepared by: Jeff Williams

07/09/2025



2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: 0709202505

# As Configured Vehicle (cont'd)

Code Description

Includes reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench.

**Other Options** 

145WB 145" Wheelbase

PAINT Monotone Paint Application

STDRD Radio: AM/FM Stereo w/6 Speakers

Includes: - SYNC 4

Includes 12" LCD capacitive touchscreen with swipe capability, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto

with App catalog, 911 Assist, Apple Carriay and Android Auto compatibility, digital owners manual and conversational voice command

recognition.

18B Black Platform Running Boards

153 Front License Plate Bracket

Standard in states where required by law, optional to all others.

67P Remote Keyless-Entry Key Fob w/o Key Pad

Less PATS. Includes 4-key fobs and perimeter anti-theft alarm. Note: Available with Keyed Alike. However, key fobs are not fobbed alike when

ordered with Keyed Alike.

**Emissions** 

425 50 State Emissions System

**Exterior Color** 

B3 01 Atlas Blue Metallic

Interior Color

PB\_02 Black w/HD Police-Grade Cloth 40/Blank/40 Front-Seats

**Upfit Options** 

Rhino Spray-in bedliner

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Watauga County

Prepared by: Jeff Williams





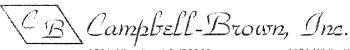
Parks Ford | 601 DUNCAN HILL RD HENDERSONVILLE NC | 28792

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 515 | Quote ID: 0709202505

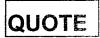
# Pricing Summary - Single Vehicle

		MSRP
Vehicle Pricing		\$55,700.00
Subtotal		\$55,700.00
Pre-Tax Adjustments		
Code	Description	MSRP
Discount	Dealer Discount	-\$4,958.40
Ford Gvmnt GPC	Government GPC	-\$3,800.00
Total		\$46,941. <del>6</del> 0
Customer Signature		Acceptance Date



Since 1957 2501 Allen Road S./28269

REMIT TO: PO Box 26685 Charlotte, NC 28221 Phone (704) 377-2551 NC WATS (800) 849-5050 1131 White Horse Road PO Box 8498 Sta. A Greenville, SC 29604 Phone (864) 277-4372 SC WATS (800) 849-2426



**QUOTE ORG** 

Page 1

Quote Date	Expi	res	Authorization		Salesperson			Cust#	Terms
7/31/25	7/31/25 8/30/25			BRIAN SLOOP			188251	NET 30 DAYS	
Quote #		P.O.	Number	Quoted By		Ship Via	Ppd/0	Col Ship	ped From
01/075626	-R01	(3)	Ford Respond	BRI	·	Prepaid/add		СНА	RLOTTE STORE

WATAUGA COUNTY SHERIFF Sold To

814 W KING STREET SUITE 216 **BOONE NC 28607** 

Ship To WATAUGA COUNTY SHERIFF 184 HODGES GAP RD **BOONE NC 28607** 

Quantity	Stock#	Description	Unit Price	им	Extended Price
		STATE OF NC BID# DPC467952775-BJ Traffic Control Devices * CATEGORY(J)-SAFETY ACCESSORIES *			
3	BSFW478	*** (3) Ford Responders ***** I-E FST WCX S/D 8-LT F-SERIES Inner Edge® FST™ Series Front Window	778.2900	EA	2,334.87
3	BSRW10	Rear Window RST INNER EDGE RST WCX 10-LT TRAY	865.1400	EA	2,595.47
6	XI2E	ION DUO SMOKED Blue/White - mounted in grille DUO LINEAR ION BLU/WHT SMK BLK	140.1600	EA	840.9
6	U180EX	U-Series DUO SMOKED Blue/White - under mirror lights U-SERIES DUO BLUE-WHITE/SMOKE	206.0800	EA	1,236.4
3	U18047	U-Series brackets, pair Ford F-150 PPV, 2022-2024, Ford F-	22.4000	EA	67.2
6	PSE02FCR	Mega-T Series DUO Blue/White - mounted in rear windows STRIP-LITE+ DUO FLASHR BLU/WHT	137.5300	EA	825.1
6	PSBKT90	L Bracket for Mega T STRIP-LITE+ 90 DEG MT KIT	19.7500	EA	118.5
		Mega-T Series DUO Blue/Amber - mounted under tailgate			
	<u> </u>		SubTo Freigh		
			Sales Ta		
			Quote Tota	-	**Continued**

warrant any product it sells beyond the stated warranty of the product manufacturer.

All quotes are valid for 30 days from the dated issued.



Charlotte, NC 28221

Phone (704) 377-2551 NC WATS (800) 849-5050 1131 White Horse Road PO Box 8498 Sta. A Greenville, SC 29604 Phone (864) 277-4372 SC WATS (800) 849-2426



**QUOTE ORG** 

Page 2

Quote Date	Expi	es	Authorization		Salesperson		Cust#	Terms	
7/31/25	1/25 8/30/25			BRIAN SLOOP			188251	NET 30 DAYS	
Quote #	Quote # P.O. Number		Quoted By		Ship Via	Ppd/0	Col Ship	ped From	
01/075626	5-R01	(3)	Ford Respond	BRI		Prepaid/add		СНА	RLOTTE STORE

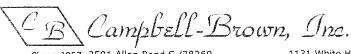
Sold To WATAUGA COUNTY SHERIFF

814 W KING STREET

SUITE 216 **BOONE NC 28607** 

WATAUGA COUNTY SHERIFF Ship To 184 HODGES GAP RD **BOONE NC 28607** 

Quantity	Stock #	Description	Unit Price	UM	Extended Price
6	PSM02FCR	STRIP-LITE+ DUO FLASHR BLU/AMB	150.4300	EA	902.58
3	С399ЅН	. CoreS Siren/Lighting controller with integrated Howler CENCOM CORE REMOTE HOWLER .	990.8600	EA	2,972.58
3 3	SA315P SAK73	100w siren speaker and bracket @ N/C SA315P SPEAKER, BLACK PLASTIC SPEAKER BRACKET F-150 2025		EA EA	
3	C399RSP	ScanPort vehicle integration cable SCANport KIT FOR C399R & C399S		EA	
3	ССТL6	. Knob and Slide Control Head WeCanX KNOB/SLIDE CONTROL HEAD .		EA	
3	CEM16	16 Output Expansion Module WeCanX 16 OUTPUT EXPANSION MOD	153.1400	EA	459.42
3	HSB35	Howler Speaker and Bracket HOWLER SPEAKER & MOUNT F-150		EA	
3	C-VSW-3000-F150-3	Plus Freight on Havis Freight Est is \$300.00 Vechicle Specfic Console Specail HAV-2021 F150 WIDE BODY CONSOLE	667.1200	EA	2,001.36
			SubTo	tal	The second secon
			Freigl		
			Quote Tota		**Continued**



Since 1957 2501 Allen Road S./28269 REMIT TO: PO Box 26685

Charlotte, NC 28221 Phone (704) 377-2551 NC WATS (800) 849-5050 1131 White Horse Road PO Box 8498 Sta. A Greenville, SC 29604 Phone (864) 277-4372 SC WATS (800) 849-2426



**QUOTE ORG** 

Page 3

Quote Date	Expi	res	Authorization		Salesperson			Cust#	Terms	
7/31/25	8/30	)/25			BRIAN SLO	OOP		188251	NET 30 DAYS	
Quote#		P.O.	Number	Quoted By		Ship Via	Ppd/0	Col Ship	ped From	
01/07562	5-R01	(3)	Ford Respond	BRI		Prepaid/add		СНА	RLOTTE STORE	

WATAUGA COUNTY SHERIFF Sold To

**814 W KING STREET** SUITE 216 **BOONE NC 28607** 

WATAUGA COUNTY SHERIFF Ship To

184 HODGES GAP RD **BOONE NC 28607** 

Quantity	Stock#	Description	Unit Price	UM	Extended Price
3	CUP2-1001	HAV CUP HOLDER	43.4000	EA	130.20
3	C-LP2-USB-BL2	Console Accessory Bracket Kit with	99.8200	EA	299.46
3	C-AP-0325-1	3" Accessory Pocket, 2.5" Deep	32.8600	EA	98.58
3	C-APW-1390	HAV-13" Accessory Pocket, 9." Deep	53.9400	EA	161.82
6	C-ARM-102	HAV-CON, ACSY, ARM, EM, SPD, H-ADJT, SDM	60.1400	EA	360.84
1	C-HDM-214	HAV-8.5" Heavy Duty Telescoping Po	117.8000	EA	117.80
1	C-MD-112	HAV-11" SLIDE OUT WING ARM	234.9800	EA	234.98
1	C-ADP-101	Universal Adapter Plate	44.0200	EA	44.07
1	7160-0250	Plus Freight on Gamber Cradles Freight Est is \$25.00 GAMBER UNIVERSAL CRADLE	311.9200	EA	311.9
3	6001-3001	200 AMP EGIS TIMER / BATTERY SAVER	142.0000	EA	426.00
			0.17	1	16,540.17
			SubT		10,340.17
			Freig	nt	
			Sales	Гах	1,116.46
		i	Quote Tota	_ 1	17,656.63

of the product manufacturer.
All quotes are valid for 30 days from the dated issued.

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#### **AGENDA ITEM 8:**

#### **SHERIFF'S OFFICE MATTERS**

C. Purchase of Dual-Band Police Radios

#### **MANAGER'S COMMENTS:**

The Watauga County Sheriff's Office requests Board approval to purchase seven (7) dual-band police radios, including programming, from Two Way Radio of Carolina at a cost of \$4,670 each. Funding for this purchase is included in the Sheriff's Office FY 2025–2026 operating budget.

Board action is requested to approve the purchase of seven (7) dual-band police radios from Two Way Radio of Carolina in the amount of \$32,690.00.



## WATAUGA COUNTY SHERIFF'S OFFICE

184 HODGES GAP ROAD BOONE, NORTH CAROLINA 28607 (828) 264-3761 • FAX (828) 263-5345 LEN D. HAGAMAN, JR. SHERIFF

08/08/2025

To: Deron Geouque- Watauga County Manager

From: Major Kelly Redmon

Ref: FY 25-26 Vehicle Purchase, Equipment and Radio purchases

#### Watauga County Sheriff's Office - Vehicle and Equipment Purchase Request

The Watauga County Sheriff's Office respectfully requests approval from the Watauga County Board of Commissioners to proceed with the following vehicle and equipment purchases utilizing the North Carolina Sheriffs' Association Vehicle Procurement Contract:

- 1. Six (6) Dodge Durango AWD V6 SUVs from Ilderton Dodge at a unit cost of \$41,490.00.
- 2. Three (3) Ford F-150 Special Service Vehicles from Parks Ford at a unit cost of \$46,944.00. One of these vehicles is a replacement for a vehicle that was destroyed during Hurricane Helene.

Additionally, we request approval to purchase the necessary upfitting equipment, including emergency lighting, sirens, partitions, and other patrol-related equipment, from **Campbell-Brown**, **LLC** at the following per-vehicle costs:

- Dodge Durango: \$7364.02 each (includes freight)
- Ford F-150: \$5,513.33 each

We further request approval to purchase seven (7) dual-band police radios, including programming, from Two Way Radio of Carolina at a cost of \$4,670.00 each.

Funding for these purchases is allocated in the Sheriff's Office FY 2025-2026 operating budget.

We respectfully seek the Board's approval to proceed with these acquisitions to maintain operational readiness and ensure the continued safety and efficiency of our patrol fleet.



# 704-372-3444 TWOWAYRADIO.ORG

2016 WEST MOREHEAD, ST. CHARLOTTE, NC 20208



1/23/2024

#### WATAUGA COUNTY SHERIFF'S DEPT

Attn: Major Kelly Redmon 184 Hodges Gap Rd Boone, NC 28607 828-265-7607

KENWOOD

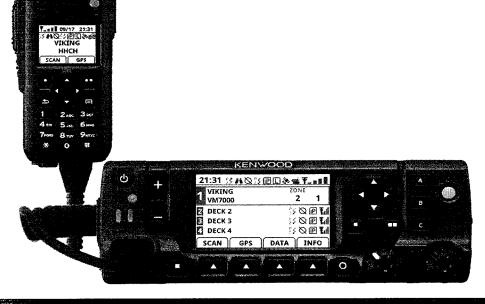
EFJohns n

DESCRIPTION **EACH AMOUNT** QTY NC Convenience Contract 725-G Pricing EF Johnson VM7000 Dual Band VHF/700/800Mhz Rem Mnt Mobile Radio MSRP \$ 6242.00 Includes: Bluetooth, Ignition Sense Cable (Qty 2), Speakers (Qty 2), Mounting Hardware, Mobile Microphone, and 3 Year Warranty. \$ 3,790.00 30,320.00 8 **Final Total Pricing After Discounts** 15% Pricing Increase announced for April 1, 2023. Pricing good through March 30, 2023 

Includes: Analog FM, P25 CAI AMBE+2, 1024 Channels, Analog Conventional, P25 Conventional, P25 Phase 1 Trunking, P25 Phase 2 TDMA (VIPER Mandate) Multi Key DES-OFB Encryption, ADP Compatible Encryption, True Voice Noise Cancellation, and VIKING Vault Perpetual Software.

INCLUDED

***************************************	***************************************		OPTIONS		
	8	Replace Standa	rd Deck with VHF Hi Power, 100 Watt Mobile Deck	\$ 500.00	\$ 4,000.00
	8	add Multi-Key Al	ES Encryption (for FBI, ICE, DHS Joint Operations)	\$ 300.00	\$ 2,400.00
		KCH-21	Hand Held Controller Option	\$ 350.00	
PROPERTY.	8	QW-152	VHF 1/4 Wave Mobile Antenna, NMO Mnt, Connector	\$ 40.00	\$320.00
	8	QW-8063	800 MHz Mobile Antenna, NMO Mnt, Connector	\$ 40.00	\$320.00
-	8	Programming		FREE	FREE
		Labor	TWRC Remote Mount On-Site Installation	\$ 295.00	





Equipment Total	\$ 37,360.00
Tax (6.75%):	\$2,521.80

Total Equipment Cost: \$

39,881.80

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#### **AGENDA ITEM 9:**

# **EMERGENCY SERVICES MATTERS**

### A. Hurricane Helene Update

#### **MANAGER'S COMMENTS:**

Mr. Will Holt, Emergency Services Director, will provide an update on Hurricane Helene.

This report is for informational purposes only; no action is required.



# **Watauga County Emergency Services**

184 Hodges Gap Rd, Suite D Boone, NC 28607 Phone 828-264-4235 Fax 828-265-7617



#### Fire Marshal ♦ Emergency Management ♦ Communications

August 12th, 2025

**To:** Board of Commissioners

**CC:** Deron Geouque, County Manager Katie Hancock, Clerk to the Board

Subject: Helene Update

Board of Commissioners,

I would like to offer a brief update on the status of recovery in Watauga County from the Emergency Services perspective. A few key points:

- Right-of-Way debris removal is complete. We have shared multiple concerns with overall progress with the vendor. Staff have been validating the punchout list provided by SDR.
- Waterway debris removal with the Corps of Engineers (USACE) is complete. All eligible debris sites have been completed and final closeout of the temporary debris sites has been approved by NCDEQ. We are working to remediate a few remaining sites damaged by contractors.
- PPDR has started. The contract has been awarded to the same contractor who performed waterway (Bering Strait) and they are using a previously certified debris site.
- Staff continues to coordinate weekly with USACE, Watauga County Soil and Water, NRCS, and FEMA on debris management and future steps in restoring our waterways.
- The first batch of Emergency Watershed Protection (EWP) projects have been approved by NRCS; staff is coordinating with Soil and Water on an RFQ to bid these projects out.
- The NCEM Private Road and Bridge program is on the ground doing inspections in Watauga County. At last report, we have 557 projects have been submitted with 537 of those already being assessed by the PRB team. These projects serve 1,552 households. The deadline for registration is August 31<sup>st</sup>.
- Hagerty Consulting is working with staff to complete PA projects. We currently meet weekly to discuss progress and priorities and have meetings with FEMA every two weeks.
- The Multi-Agency Resource Center (MARC) has closed due to extremely low census.

Respectfully,

William Holt, MPA, CEM, NREMT-P Emergency Services Director

#### **AGENDA ITEM 9:**

#### **EMERGENCY SERVICES MATTERS**

#### B. EMS Fleet Equipment Purchase

#### **MANAGER'S COMMENTS:**

Mr. Will Holt, Emergency Services Director, is requesting funding in the amount of \$438,411.78 to purchase six (6) Power Pro 2 stretchers, four (4) spare batteries, and four (4) Power Load devices to outfit both the existing and newly ordered EMS fleet. This acquisition represents an upgrade and expansion of the equipment currently utilized by Watauga Medics, Inc.

The ProCare agreement includes a comprehensive warranty covering parts, labor, technician travel, battery replacement, and annual preventative maintenance throughout the service life of the equipment. Appropriations for this expenditure will come from the accelerated payments from Appalachian State University on the old high school property.

Board action is requested to approve the purchase of six (6) Power Pro 2 stretchers, four (4) spare batteries, and four (4) Power Load devices from Stryker Sales, LLC in the amount of \$438,411.78.



# **Watauga County Emergency Services**

184 Hodges Gap Rd, Suite D Boone, NC 28607 Phone 828-264-4235 Fax 828-265-7617



#### Fire Marshal ♦ Emergency Management ♦ Communications

August 12th, 2025

To: Board of Commissioners

board of commissioners

**CC:** Deron Geouque, County Manager

Katie Hancock, Clerk to the Board

**Subject**: Tower Site Shelters

Board of Commissioners,

Please consider my request for \$438,411.78 for the procurement of 6 Power Pro 2 stretchers, 4 spare batteries, and 4 Power Load devices for the upfit of the current and ordered EMS fleet. This equipment is an upgrade and expansion of the current equipment used by Watauga Medics, Inc. Additionally, the ProCare purchase covers all equipment at 100% warranty, including parts, labor, technician travel, battery replacement, and annual preventative maintenance for the service life of the equipment. Funds have been budgeted for this purpose as part of this capital project.

Respectfully,

William Holt, MPA, CEM, NREMT-P Emergency Services Director

# *s*tryker

# PP2 Cot (6), PowerLoad (4)

Quote Number:

11158808

Remit to:

Stryker Sales, LLC

21343 NETWORK PLACE CHICAGO IL 60673-1213

USA

Version:

1

Prepared For:

Watauga County Emergency Services

Rep:

Ryan Jacobsma

Attn:

Email:

ryan.jacobsma@stryker.com

Phone Number:

(912) 414-3571

Mobile:

(912) 414-3571

Quote Date:

08/05/2025

Expiration Date:

09/30/2025

Contract Start:

08/05/2025

Contract End:

08/04/2026

Delivery Add	ress	Sold To - Shipping		Bill To Account		
Name:	Watauga County Emergency Services	Name:	Watauga County Emergency Services	Name:	Watauga County Emergency Services	
Account #:		Account #:		Account #:		
Address:	184 Hodges Gap Road	Address:	184 Hodges Gap Road	Address:	184 Hodges Gap Road	
	Boone		Boone		Boone	
	North Carolina 28607		North Carolina 28607		North Carolina 28607	

#### **Equipment Products:**

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	6	\$36,615.85	\$219,695.10
2.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	6	\$794.25	\$4,765.50
3.0	639005550001	MTS POWER LOAD	4	\$33,779.15	\$135,116.60
			Equipn	nent Total:	\$359,577.20

#### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	6	-\$2,000.00	-\$12,000.00
TR-SMFAST-PL	TRADE-IN-STRYKER SAE COMPLIANT MANUAL FASTENER TOWARDS PURCHASE OF POWERLOAD	4	-\$1,000.00	-\$4,000.00

#### **ProCare Products:**

#	Product	Description	Months	Qty	Sell Price	Total
4.1	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG	60	6	\$7,038.00	\$42,228.00
		08/06/2025 - 08/05/2030				
		$\sqrt{Parts}$ , Labor, Travel $\sqrt{Preventative}$ Maintenance $\sqrt{Batteries}$ Service				
4.2	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD	72	4	\$11,995.20	\$47,980.80

# *s*tryker

#### PP2 Cot (6), PowerLoad (4)

Quote Number:

11158808

Remit to:

Stryker Sales, LLC

21343 NETWORK PLACE CHICAGO IL 60673-1213

USA

Version:

1

Prepared For:

Watauga County Emergency Services

Rep:

Ryan Jacobsma

Attn:

Email:

ryan.jacobsma@stryker.com

Phone Number:

(912) 414-3571

Mobile:

(912) 414-3571

Quote Date:

08/05/2025

Expiration Date:

09/30/2025

Contract Start:

08/05/2025

Contract End:

08/04/2026

#	Product	Description	Months	Qty	Sell Price	Total
		08/06/2025 - 08/05/2031				
		√Parts, Labor, Travel √Preventative Maintenance √Batteries Service				
			ProCare Total:		\$90,208.80	

#### **Price Totals:**

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$4,625.78
Grand Total:	\$438,411.78

Prices: In effect for 30 days

Terms: Net 30 Days

#### **Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at <a href="https://techweb.stryker.com/Terms">https://techweb.stryker.com/Terms</a> Conditions/index.html.

#### **AGENDA ITEM 10:**

# TAX MATTERS

#### A. Monthly Collections Report

#### **MANAGER'S COMMENTS:**

Mr. Tyler Rash, Tax Administrator, will present the Monthly Collections Report. There were no tax releases for the month of July.

This item is presented for informational purposes only; therefore, no action is required by the Board.

# 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 July 2025

	Current Month Collections	<u>Current FY</u> Collections	Current FY Percentage	Previous FY Percentage
General County			101001100	<u> </u>
Taxes 2025	0.00	0.00		
Prior Year Taxes	55,992.60	0.00		
Solid Waste User Fees	3,989.18	0.00		
Total County Funds	\$59,981.78	\$0.00		
Fire Districts				
Foscoe Fire	596.71	0.00		
Boone Fire	1,389.39	0.00		
Fall Creek Service Dist.	0.00	0.00		
Beaver Dam Fire	294.68	0.00		
Stewart Simmons Fire	890.93	0.00		
Zionville Fire	573.78	0.00		
Cove Creek Fire	740.38	0.00		
Shawneehaw Fire	86.34	0.00		
Meat Camp Fire	496.19	0.00		
Deep Gap Fire	231.83	0.00		
Todd Fire	0.00	0.00		
Blowing Rock Fire	931.99	0.00		
M.C. Creston Fire	0.00	0.00		
Foscoe Service District	81.29	0.00		
Beech Mtn. Service Dist.	0.00	0.00		
Cove Creek Service Dist.	0.00	0.00		
Shawneehaw Service Dist	11.98	0.00		
Total Fire Districts	6,325.49	-		
<u>Towns</u>				
Boone	6,095.81	0.00		
Municipal Services	124.20	0.00		
Total Town Taxes	\$6,220.01	\$0.00		
Total Amount Collected	\$72,527.28	\$0.00		

Tax Collections Director

\_\_\_\_\_Tax Administrator

#### **AGENDA ITEM 11:**

#### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

A. Guaranteed Energy Savings Contract – Board of Education Resolution (Follow-Up)

#### **MANAGER'S COMMENTS:**

At the June 17, 2025, meeting, Dr. Leslie Alexander, Superintendent of Watauga County Schools, and Mr. Graham Lewis with Schneider Electric, presented a guaranteed energy savings contract proposal. This program would fund infrastructure and utility improvements through cost savings, with no direct cost to the County. At that time, the Board tabled the item to allow for additional discussion with the Board of Education and to receive further information.

Following that meeting, the Board of Education and Schneider Electric provided the Board with State Energy Office template documents and additional reference data regarding guaranteed cash flows from similar projects. The Board of Education now requests the Commissioners' concurrence to proceed with the RFP process for a guaranteed energy savings project and confirmation that any energy cost savings realized through the program will remain with the schools for reinvestment in infrastructure and utility upgrades.

Staff seeks direction from the Board.



# WATAUGA COUNTY BOARD OF EDUCATION

Margaret E. Gragg Education Center 175 Pioneer Trail Boone, NC 28607 (828) 264-7190

# RESOLUTION ACKNOWLEDGING THE EXECUTION AND DELIVERY OF A GUARANTEED ENERGY SAVINGS CONTRACT BY THE WATAUGA COUNTY SCHOOLS BOARD OF EDUCATION

BE IT RESOLVED by the Board of Commissioners (the "Board") of the County of Watauga, North Carolina (the "County") as follows:

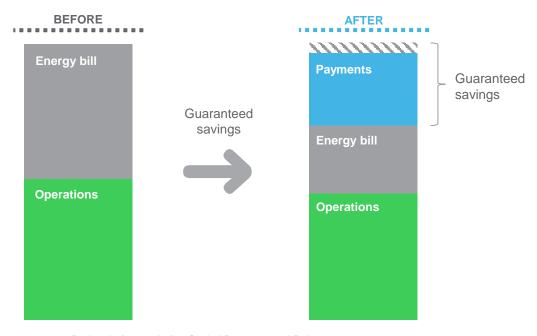
- 1. The Board hereby finds, determines and acknowledges that:
  - a) The Watauga County Schools Board of Education (the "School Board") plans to enter into a Guaranteed Energy Savings Contract pursuant to G.S. 143-64.17 et. seq. not to exceed \$XXX for the purpose of providing certain energy conservation measures authorized to reduce energy consumption and/or energy-related operating costs (the "Project");
  - b) The School Board intends to finance said Project by entering into an installment contract (the "Contract") pursuant to G.S. 143-64.17I and G.S. 160A-20, as amended;
  - c) The School Board's Guaranteed Energy Savings Contract shall not exceed 20 years from the date of the installation and acceptance by the governmental unit of the energy conservation measures provided for under the Contract;
  - d) The energy conservation measures to be installed under the Contract are for existing buildings;
  - e) The energy savings resulting from the Project are expected to equal or exceed the total costs payable under the Contract as evidenced through an evaluation performed by a third party reviewer, XXX on behalf of the School Board:
  - f) The payments made under the Contract are not expected to require any additional appropriations to be made by the Board to the School Board nor require any increase in taxes; and
  - g) The Board does not intend to reduce appropriations to the School Board based upon a reduction of energy costs in a manner that would inhibit the ability of the School Board to make required payments under the Contract, provided that the County is not bound in any manner to appropriate funds to the School Board in an amount sufficient for the School Board to make such payments.
- 2. This resolution shall take effect upon its passage.

I DO HEREBY CERTIFY that this is a true and correct copy of the resolution duly adopted by the Watauga County Board of Commissioners at a regular meeting held on June 17, 2025.	
Chairman, Watauga County Board of Commissioners	Date



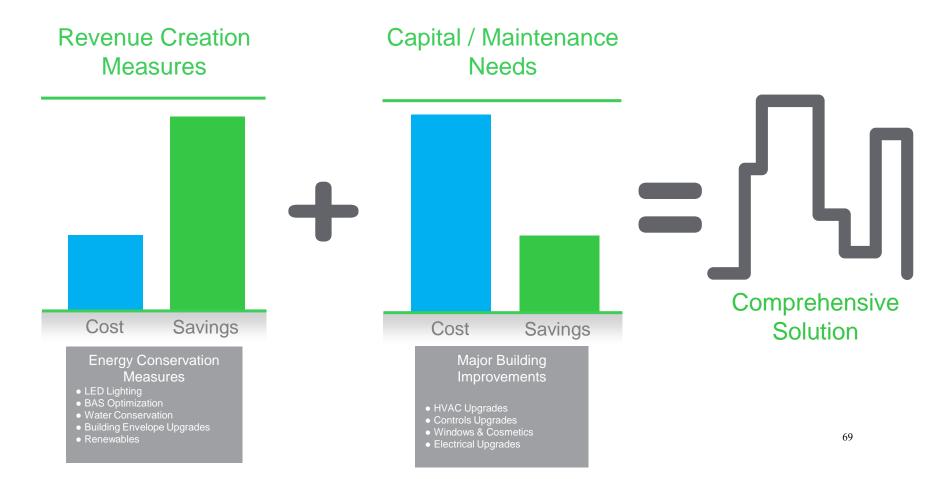
# Performance Contracting Overview

Definition: "Guaranteeing utility savings and reinvesting the savings into facility improvements."



Budget before and after Capital Recovery and Reinvestment

# What Kinds of Facility Improvements?





# Project Priorities & Goals



#### **Address Major Facility Needs:**

Take care of big-ticket items like boilers throughout all campuses, so that you can concentrate limited funding on other priority needs such as air-conditioning



#### **Cut Costs & Demonstrate Financial Stewardship**

Reduce operational costs by implementing energy efficiency measures and share responsibility of taxpayer dollars w/ community



#### **One Trusted Partner:**

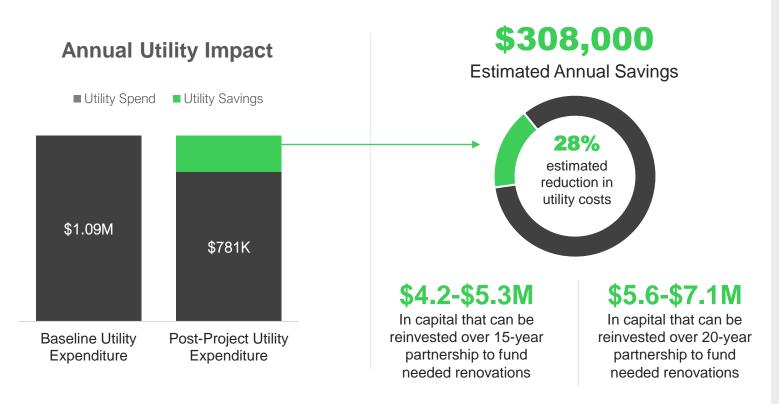
Long-term partnership with a reliable expert that can join you along your district's facilities journey



#### **Provide New STEM Learning Opportunities for Students**

Expose students to new career opportunities and provide unique, hands-on experiences for students

# Guaranteed Energy Savings Contract - Projected Financial Impact



# Lighting

#### **Current Condition**

- Mix of T8/T12 Lighting & LED
  - Gyms converted to LED; various hallways were also converted to LED (school by School basis)
  - 30W-40W lamps were observed in the non-LED areas
- · Mix of LED and inefficient exterior lighting

#### Recommendations

- Convert remaining fixtures to LED (Potential of 60%-75% savings on non-LED)
- Replace exterior fixtures with LED
- De-lamp appropriate areas











Facilities
Impacted

a	

Watauga High

# Boiler Upgrades

#### **Current Condition**

- 7 Schools w/ Boilers fired with Fuel Oil with many at or near the end of their useful life.
- All ES served by 2-pipe heating only system; few areas have spot cooling systems (DX, Window Units, Portable Units)
- HS is served by a 2009 Geothermal Heat Pump System.

#### Recommendations

- Convert Fuel Oil Boilers to Propane; evaluate bringing Natural Gas to Parkway ES.
- Develop priorities of equipment to be upgraded











Facilities Impacted

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Watauga High

School

# **Building Automation**

#### **Current Condition**

- High School has SE control system and is in good working order
- Varying degree of standardization of setpoints (70-75 observed in cooling)
- Other schools have varying degree of controls from pneumatics to stand alone tstats to aquastats to control fans

#### Recommendations

- Optimize sequences, setpoints, and schedules where applicable
- Identify and replace failed components
- Understand larger priorities of adding cooling to develop controls solution that can be expanded.











Facilities
Impacted

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# Additional ECMs

- Solar PV
  - Currently there is one ground mount panel at Cove Creek ES as part of a educational program, but no commercial-sized system exists.
  - Based on the current analysis of the solar requirements of the two Utilities, there may be some opportunity for PV, but further evaluation is required.
- Secondary Transformer Upgrades
- Mable ES Electrical Infrastructure
- Building Envelope Improvements



# Getting Caught Up on Decades of Deferred Maintenance



## Vision



Update Infrastructure



Promote Sustainability Education Initiatives

### Solutions

- 5 New Boilers, 1 Chiller, 1 Cooling Tower
- Reduction in Noise Pollution
- LED Lighting District-Wide
- 21 Tons of Water Source Heat Pump Replacements
- Capital Funding Maximization
  - \$850,000 for 2 multi-zone airhandlers
  - ESSER II funds for district-wide bipolar ionization
  - ESSER III \$1.4m for HVAC needs

#### Results

Lexington City Schools and Schneider Electric partnered to not only address critical infrastructure needs, but also implement transformative energy solutions that would generate savings for years to come. Most importantly, we improved comfort for EC students in the classroom at South Lexington School and eliminated noisy distractions for many children at Southwest ES.



# Looking Ahead – Next Steps



Gain Stakeholder Buy-In & Move to Procurement

#### **Project Milestones**

- O Get County Commissioner Support to Move Into Procurement
- O Procurement Process
- O Design Phase
- O Construction
- O Client Services Period

making an



at Watauga County Schools

# SCHEDULE M Part 2 ESCO'S ANNUAL CASH FLOW ANALYSIS USING BANK'S PROPOSED INTEREST RATE

**Swain County Schools Guaranteed Cash Flow** 

Total Project: 2,390,006 Escalation Rate: Revision: 12/23/2019 - Down Payment 1.75% Electric: - Rebates (41,810)Fuel Oil: 1.00% Propane: 1.00% **Total Financed Amount:** 2,348,196 Natural Gas: 1.00% Interest rate: 2.44% Water: 1.75% Escalation Rate for Annual Fees: 0.0% Term (years): 12 # of Annual Payments Construction Period 12 Months

Year	Guaranteed Electric Savings	Guaranteed Natural Gas Savings	Guaranteed Fuel Oil Savings	Guaranteed Propane Savings	Guaranteed Water Savings	Calculated O&M Savings*	Total Calculated Savings	Guaranteed Dollar Savings (a)	Annual M&V and Support Costs (b)	Financing Payment	Net Cash Flow to Client = a - b - c	Cumulative Cash Flow
Install												
1	\$ 71,547	\$ 2,003	\$ 115,672	\$ (43,523)			\$ 166,511	\$ 157,780			\$ -	\$ -
	\$ 72,799								\$ 5,500			\$ -
	\$ 74,073											
	\$ 75,369											\$ -
	\$ 76,688											\$ -
	\$ 78,030											\$ -
	\$ 79,395										-	\$ -
	\$ 80,785											\$ -
	\$ 82,199											\$ -
10			\$ 126,509									\$ -
11							\$ 185,762					
12							\$ 188,399					\$ -
13							\$ 191,075					\$ -
14							\$ 193,793					\$ -
15							\$ 196,551					\$ -
16							\$ 199,351		\$ 5,500			\$ -
17							\$ 202,194		\$ 5,500			\$ -
18				\$ (51,545)			\$ 205,081		\$ 5,500			\$ 24,868
	\$ 1,498,516	\$ 39,288	\$ 2,268,877	\$ (853,701)	\$ 147,333	\$ 30,477	\$ 3,313,663	\$ 3,130,791	\$ 110,430	\$ 2,995,493	\$ 24,868	

<sup>\*</sup>Annual M&V and Support Costs increase \$5,000 in years 5 & 10 because Capital Improvement Plan updates will take place in those years.

\*Annual M&V and Support Costs for Schneider Electric are included in the total project cost for year 1, but 3<sup>rd</sup> party engineering fees of \$6,930 are reflected in the cash flow here.

#### SCHEDULE N

#### **ENERGY SAVINGS GUARANTEE**

#### **Lexington City Schools Guaranteed Cash Flow**

Total Project: **Escalation Rate:** Revision: 3/20/2020 - Down Payment 1.25% Electric: - Rebates Natural Gas: 1.00% Interest rate: 2.058% Escalation Rate for Annual Fees: 1.00% Term (years): # of Annual Payments 12 Construction Period 15 Months

	122											nual M&V							
		aranteed		uaranteed	-			otal Calculated		Guaranteed	an	d Support	-			let Cash			
Warner .		Electric					"		,	ollar Savings		Costs	FII	nancing Payment				Cumulative	
Year		Savings	_ •	Savings		Savings*	_	Savings	_	(a)		(b)		(c)	_	a-b-c	_	Cash Flow	ч
Install	\$	211,474	•	25.060	S	23,653	\$	276,527	6	260,188	e	3,000	\$	257,188	0		0	1775	_
					S											-	\$	-	_
2		214,117				4,802				244,230		7,000		237,230		-	\$	-	_
3		216,794			\$	4,802				247,160		7,070		240,090		-	\$	-	-
	\$	219,504			\$		\$			250,125			\$	242,985		~	\$	-	_
	\$	222,248			\$	4,802					\$	7,212		245,915		-	\$	-	
6	_	225,026			\$		\$			256,166		7,284	\$	248,882		-	\$	-	
7	\$	227,839			\$		\$			259,242	\$	7,357	\$	251,885			\$		;
8	\$	230,687	\$	26,868	\$	4,802	\$	280,098	\$	262,356	\$	7,431	\$	254,926	\$	-	\$	5.50	
9	\$	233,570	\$	27,137	\$	4,802	\$	283,460	\$	265,509	\$	7,505	\$	258,004	\$	2	\$	22	
10	\$	236,490	\$	27,408	\$	4,802	\$	286,863	\$	268,700	\$	7,580	\$	261,120	S	-	\$	:: <del>*</del> :	
11	\$	239,446	\$	27,682	\$	723	\$	285,506	\$	267,128	\$	7,656	S	259,472	S		S		П
12	\$	242,439	\$	27,959	\$	2-3-1	5	288,994	\$	270,398	S	7,732	\$	262,665	S		\$	(L)	
13		245,469			S		S			273,708		7,810	S	265,898		-	S		,
14		248,538			\$		\$			277,059		7,888		269,171			S	-	П
15		251,645		28,806		0-0	\$			280,451			S	272,484		-	\$	-	П
16		254,790		29,094		-	\$			283,884		8,046		275,838			S	- 2	_
17		257,975		29,385		-	\$			287,360			S	279,233				79 -	Н
18		261,200		29,679		-	\$			290,879		8,208		282,670			\$	19	_
19		264,465		29,976		-	S			294,440		8,290			S		\$	137,68	_
				521,525			-					140,303					9	137,00	-
	\$	4,503,713	4	521,525	9	66,871	\$	5,437,938		5,092,110	3	140,303	9	4,814,127	9	137,680			

\*Year 1 Annual M&V Costs are related to 3rd party Engineer costs. 1st year M&V costs are included in the project.

**Alleghany County Schools RFP Cashflow** 

Total Project: 1,622,035 Escalation Rate: Revision: 9/17/2020 1.75% - Down Payment Electric: - Rebates Fuel Oil: 1.00% +Construction period interest 24,021 Propane: 1.00% Total Financed Amount: 1,646,056 Interest rate: 2.424% 2.0% Term (years): 20 Escalation Rate for Annual Fees: # of Annual Payments 12 Construction Period 9 Months

	Calculated	Calculated	Calculated			Guaranteed	Annual M&V and Support		Net Cash	
Year	Electric Savings	Fuel Oil Savings	Propane Savings	Calculated O&M Savings*	Total Calculated Savings	Dollar Savings (a)	Costs (b)	Financing Payment	= a - b - c	Cumulative Cash Flow
Install	Ouvings	Juvings	- Ouvings	Jaringa	Garingo	(4)	(5)	197		oddii i ioii
1 5	102,451	\$ 8,695	\$ 570	\$ 4,986	\$ 116,702	\$ 104,853	\$ 2,500	\$ 102,353	\$ -	\$ -
2 5		\$ 8,782		\$ 4,150	\$ 117,752					\$ -
3 5		\$ 8,870		\$ 4,150						\$ -
4 5	107,924	\$ 8,959		\$ 4,150	\$ 121,620	\$ 109,160				\$ -
5 \$	109,813	\$ 9,049	\$ 593	\$ 4,150	\$ 123,604	\$ 110,934	\$ 9,985	\$ 100,949	\$ -	\$ -
6 \$	111,735	\$ 9,139	\$ 599	\$ 4,150	\$ 125,622	\$ 112,738	\$ 10,184	\$ 102,554	\$ -	\$ -
7 \$	113,690	\$ 9,230	\$ 605	\$ 4,150	\$ 127,675	\$ 114,573	\$ 10,388	\$ 104,185	\$ -	\$ -
8 9	115,680	\$ 9,323	\$ 611	\$ 4,150	\$ 129,763	\$ 116,439	\$ 10,596	\$ 105,844	\$ -	\$ -
9 \$	117,704	\$ 9,416	\$ 617	\$ 4,150	\$ 131,887	\$ 118,338	\$ 10,808	\$ 107,530	\$ -	\$ -
10 \$	119,764	\$ 9,510	\$ 623	\$ 4,150	\$ 134,047	\$ 120,269	\$ 11,024	\$ 109,245	\$ -	\$ -
11 \$	121,860	\$ 9,605	\$ 629	20	\$ 132,094	\$ 118,083	\$ 11,244	\$ 106,839	\$ -	\$ -
12 \$	123,992	\$ 9,701	\$ 635		\$ 134,329	\$ 120,081	\$ 11,469	\$ 108,612	\$ -	\$ -
13 \$	126,162	\$ 9,798	\$ 642	6°	\$ 136,602	\$ 122,113	\$ 11,699	\$ 110,414	\$ -	\$ -
14 \$	128,370	\$ 9,896	\$ 648		\$ 138,914	\$ 124,180	\$ 11,933	\$ 112,247	\$ -	\$ -
15 \$	130,617	\$ 9,995	\$ 655		\$ 141,266	\$ 126,283	\$ 12,171	\$ 114,111	\$ -	\$ -
16 \$	132,902	\$ 10,095	\$ 661		\$ 143,659	\$ 128,421	\$ 12,415	\$ 116,006	\$ -	\$ -
17 \$	135,228	\$ 10,196	\$ 668		\$ 146,092	\$ 130,596	\$ 12,663	\$ 117,933	\$ -	\$ -
18 \$	137,595	\$ 10,298	\$ 674		\$ 148,567	\$ 132,809	\$ 12,916	\$ 119,893	\$ -	\$ -
19 \$	140,003	\$ 10,401	\$ 681		\$ 151,085	\$ 135,059	\$ 13,175	\$ 121,885	\$ -	\$ 80-
20 \$	142,453	\$ 10,505	\$ 688		\$ 153,646	\$ 137,349	\$ 13,438	\$ 32,784	\$ 91,127	\$ 91,127
\$	2,428,254	\$ 191,466	\$ 12,540	\$ 42,336	\$ 2,674,596	\$ 2,395,398	\$ 217,403	\$ 2,086,867	\$ 91,127	111

#### **AGENDA ITEM 11:**

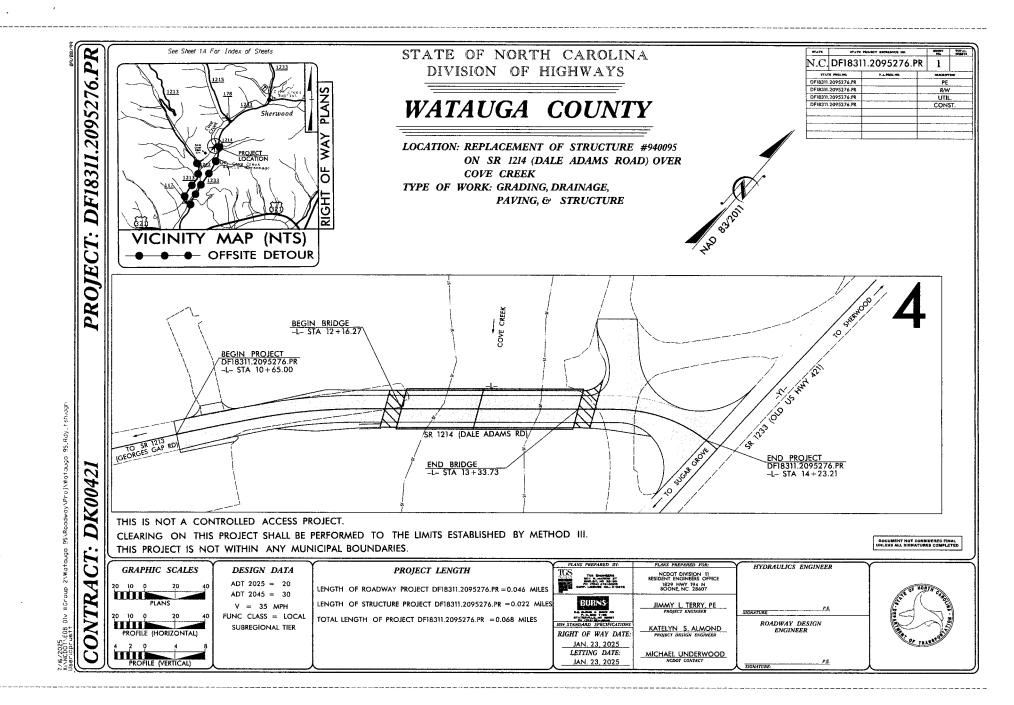
#### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

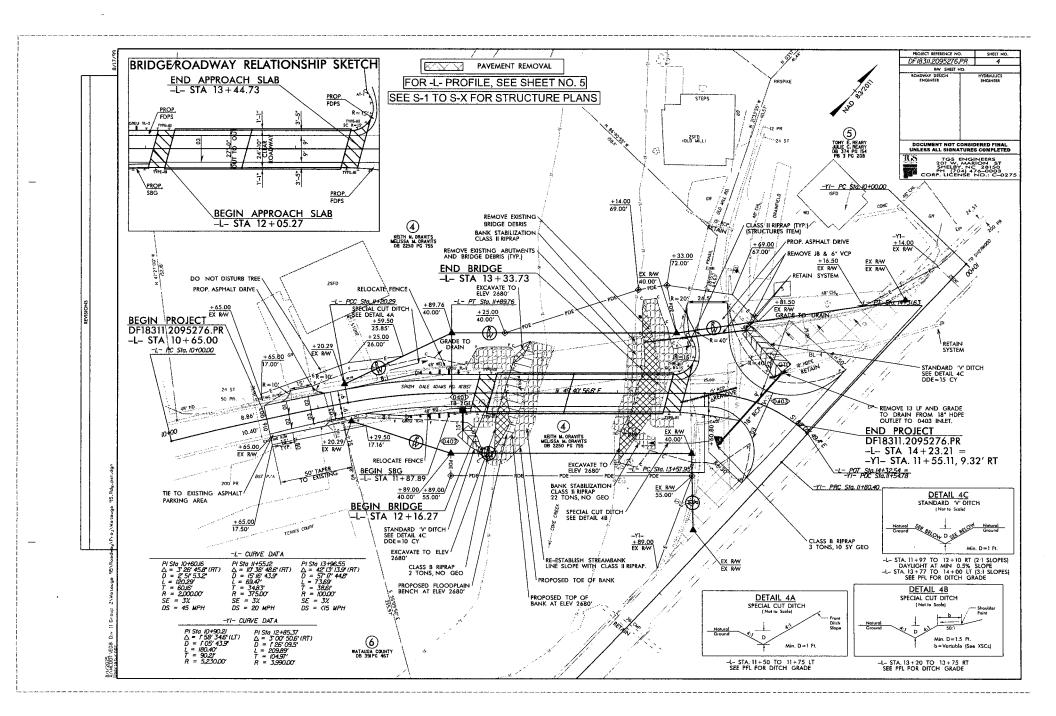
B. NCDOT Project - Dale Adams Road Construction Easement

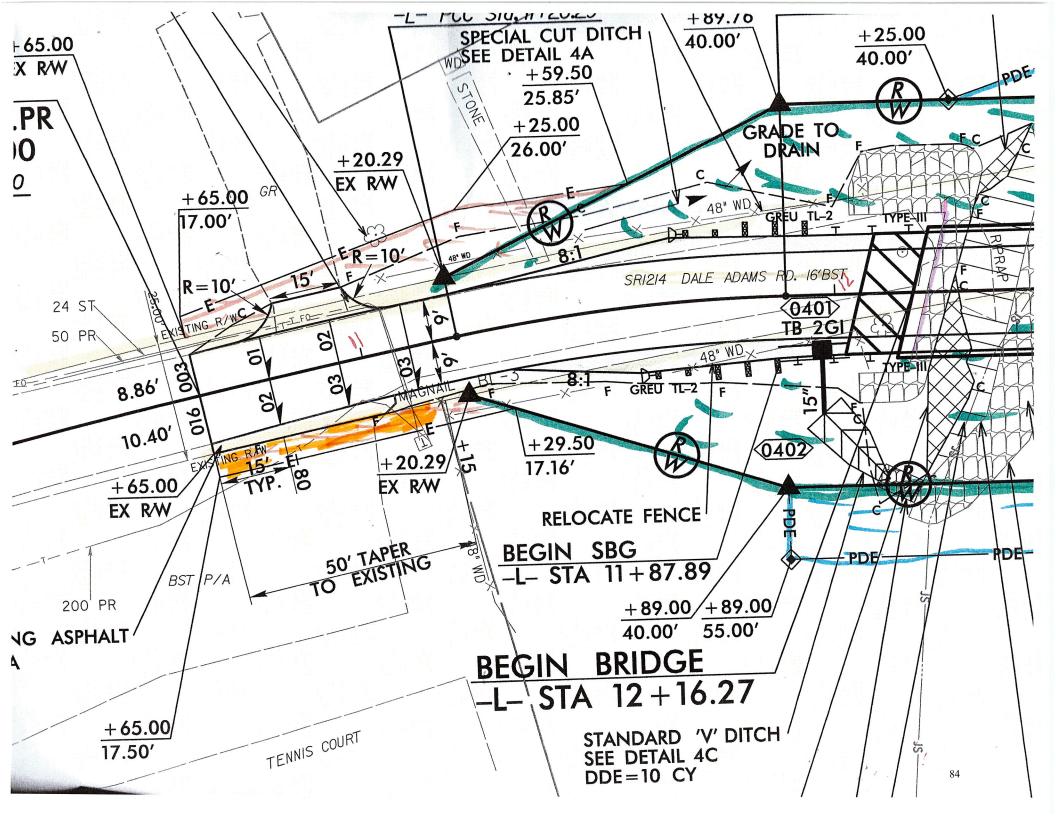
#### **MANAGER'S COMMENTS:**

The NCDOT is requesting that the County provide a temporary construction easement for the replacement bridge located on Dale Adams Road, site of the Old Cove Creek School. This easement is necessary to complete the bridge construction. NCDOT will pay the County \$375 for the temporary easement. The portion of property requested for the easement is of little value to the County and is currently not being utilized.

Board action is required, contingent upon County Attorney approval, to accept the North Carolina Department of Transportation's request for the temporary easement and the \$375 for its use and granting.







# SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO:	Watauga Co		DATE:		
		ng Street, Suite 205	TO: Lessee	e, if Ap	plicable
	Boone, NC 2	8607			
	ARCEL NO.:	095SR1214 006			
COUN		Watauga	WBS ELEM	ENT:	DF18311.2095276.PR
DESC	CRIPTION:	Structure 940095 on SR 1214			
	Property Own				
the ap any in this po and, i	oproved appra acrease or dec roject. The co	sed value for the appropriate legal cor rease in the fair market value of the pro ntingent offer of just compensation is b	mpensable interes operty acquired d pased on an analy	st or in lue to /sis of	lue of the property and is not less than atterests. The approved value disregards influence caused by public knowledge of market data, comparable land sales, form as it contains pertinent income
	Value of Rig	ght of Way to be Acquired		\$	0.00
	Value of Pe	rmanent Easements to be Acquired		\$	.00
	Value of Te	mporary Easement (Rental of Land) to	be Acquired	\$	75.00
	Value of Im	provements to be Acquired		\$	300.00
	Damages, i	f any, to Remainder		\$	0.00
	Benefits, if	any, to Remainder	minus	<b>\$</b>	0.00
	TOTAL C	ONTINGENT OFFER		\$	375.00
impro	vements.	offer includes all interests other than I te land and effects of the acquisition	eases involving F	edera	l Agencies and Tenant owned
Subje of wh	ect property de ich 0.000 acre	scribed in Deed Book 391, page 467, v	ving 2.000 acres	remai	try, contains approximately 2.000 acres ning on the left with access to SR 1214, ining approximately 0.006 acres.
	he TOTAL CC and Landsca	NTINGENT OFFER includes payment ping	t for the improven	nents a	and appurtenances described below:
retent	tion value, with	officient time remaining in the project so the stipulation that you remove them	from the acquisiti	on are	ea at no expense to the Department.
builda Pleas being with a	able lot, as exp se note that an environmenta	the appropriate environmental agency	nt, the total continent/buildable lot is Department. Yo	ngent o condi ou may	offer would be: \$ N/A . itioned upon the remnant/buildable lot y be required to provide the Department
The c	original of this	orm was handed/mailed, if out of state on		atauga 20 2	a County  5 . Owner was furnished a copy of
the R	ight of Way Br	ochure/Owner's Letter.			. Switch was farmished a copy of
I will !	be available at	your convenience to discuss this matt	er further with yo	u. <b>M</b> y	telephone number is 704-472-0071
Depa North	rtment of Tran Carolina De	sportation, and any recommended set	tlement is not a bi	inding	nmend settlement to the North Carolina contract unless and until accepted by the ments for conveyance of Right of Way,
			Stew When	ant	
		(Signed)	Da	vid Ro	oberts - Right of Way Agent

Revenue Stamps					
	ı	EMPORA	RY EAS	EMENT	
THIS INSTRUME	ENT DRAWN BY	Stuart M. Hanks	C	HECKED BY	Steve Whisnant
8	Division R/W Agen 801 Statesville Ave North Wilkesboro,	enue			
NORTH CAROL COUNTY OF TAX PARCEL	INA Watauga 1972868255000			L NUMBER: S ELEMENT: ROUTE:	095SR1214 006 DF18311.2095276.PR Structure 940095 on SR 1214
by and between	Boone, NC 286	street, Suite 205 507			20an agency of the State of North
					as the Department;
		WIT	NESSETH		
consideration of GRANTORS, do temporary easen portion of real pro office of the Reg follows:	the sum of \$  the hereby give, granent for highway property described in the steer of Deeds of	ant and convey uurposes, subject to deed(s) recordec	agreed unto the DE o the terms a d in Book ga	to be paid by PARTMENT, and provisions 391 County, said	easement being described as
and having a rad distance of 48.83 bearing of N 38^	lius of 1987.500 fe 36 feet thence to a 10'28.9" E 49.067	et. The chord of spoint on a bearing feet thence to a p	said curve be g of S 52^30' oint on a bea	ing on a beari 54.2" E 5.000 ring of N 55^9	nce along a curve 48.837 feet ng of S 38^11'20.0" W, a feet thence to a point on a 0'49.9" W 4.996 feet returning to r feet being 0.006 acres.

FRM7-D Page 1 of 3 Revised 02/17/15

COUNTY: _	Watauga	WBS ELEMENT:	DF18311,2095276.PR	TIP/PARCEL NO.:	059SR1214 006
on that set of of Transportat pursuant to N to which plans	plans for State H tion in Raleigh, N .C.G.S 136-19.4	lighway Project  Jorth Carolina, and al  in the Office of the freby made for greate	DF18311.2095276 Iso on a copy of s Register of Deeds	said project plans whic	ice of the Department h will be recorded, ga County,
This E	EASEMENT is su	ubject to the following	terms and provi	sions only:	

It is understood and agreed that the DEPARTMENT shall have the right to construct and maintain the cut and/or fill slopes in the above-described area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the DEPARTMENT, obstruct or materially impair the actual use of the easement area(s) by the DEPARTMENT, its agents, assigns, and contractors.

The undersigned property owners, recognizing that the DEPARTMENT has the right to make adjustments to the road within the existing right of way, and further understanding that such adjustments may disrupt our driveway, do hereby request that the DEPARTMENT enter upon our lands outside of the right of way to the extent as is necessary to reconnect our driveway, and we will have no claim as a result of the reconstruction of said driveway.

There are no conditions to this EASEMENT not expressed herein.

TO HAVE AND TO HOLD said temporary easement for highway purposes, subject to the terms and provisions hereinabove set forth, unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the said temporary easement; and that they will warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors ackno	wledge that the project plans for Project #	DF18311.2095276.PR have been
made available to them. The	Grantors further acknowledge that the consider	deration stated herein is full and just
compensation pursuant to A	rticle 9, Chapter 136 of the North Carolina Ge	neral Statutes for the acquisition of
the said interests and areas	by the Department of Transportation and for a	any and all damages to the value of
their remaining property; for	any and all claims for interest and costs; for a	iny and all damages caused by the
acquisition for the constructi	on of Department of Transportation Project #	DF18311.2095276.PR ,
Watauga	County, and for the past and future use of s	said areas by the Department of
Transportation, its successo	rs and assigns for all purposes for which the s	said Department is authorized by law
to subject the same.		•

FRM7-D Page 2 of 3 Revised 02/17/15

COUNTY:	Watauga	WBS ELEMENT:	DF18311.2095276.PR	TIP/PARCEL NO.:	059SR1214 006
IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.  This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.					
		(SEA	L)		(SEAL)
Watauga Coul BY:  ACCEPTED F		Chai	rman SPORTATION BY	<i>r</i> .	
(Officia	ıl Seal)	by authority duly gi its CHAIRMAN of the COMMISSIONERS Witness my	County, No. and acknowledge COUNTY BO ven, the foregoine he as it y hand and official , 20  Notary Public	ed that he/she is the CARD OF COMMISSIO g instrument was signed COUNTY BO corporate seal, and attest CLERK.  al seal this the	at conally came ELERK of the NERS, and that ed in its name by NARD OF cested by
(Officia	l Seal)	My comm	ission expires:		

Revenue Stamp	ps \$					
	7	TEMPORAR'	Y EAS	<b>EMENT</b>		
THIS INSTRUM	MENT DRAWN BY	Stuart M. Hanks	C	HECKED BY	Steve Whisna	ant
RETURN TO:	Division R/W Ager 801 Statesville Ave North Wilkesboro,	enue				
NORTH CARO	LINA	7	ΓΙΡ/PARCE	L NUMBER:	095SR1214 00	6
COUNTY OF	Watauga		WBS	SELEMENT:	DF18311.2095	276.PR
TAX PARCEL	1972868255000			ROUTE:	Structure 94009	95 on SR 1214
THIS E by and between	n Watauga Cou	Street, Suite 205	the	day of		20
		DRS, and the Depart r, Raleigh, NC 2761				
		WITN	ESSETH			
consideration of GRANTORS, of temporary ease portion of real poffice of the Refollows:  Point of beginn and having a radistance of 48.3 bearing of N 38	of the sum of \$ do hereby give, greement for highway property described in the gister of Deeds of sing being \$ 34^26'4 adius of 1987.500 fers \$ 36 feet thence to a \$ 40'28.9" E 49.067	ant and convey un ourposes, subject to n deed(s) recorded Watauga 4.5" W, 75.423 feet f eet. The chord of sa point on a bearing feet thence to a poi	agreed to the DE the terms a in Book a  rom -L- PT id curve be of S 52^30' nt on a bea	to be paid by PARTMENT, and provisions 391 County, said 11+89.76 thering on a beari 54.2" E 5.000 aring of N 55^9	the DEPARTME its successors, hereinafter set f, Page 467 easement being nce along a curving of S 38^11'20 feet thence to a 2'49.9" W 4.996 f	NT to the and assigns, a orth, over a in the described as e 48.837 feet 0.0" W, a point on a feet returning to
the point and p	lace of beginning.	Having an area of a	oproximate	y 249.331 Sq1	reet being 0.000	o acres.

FRM7-D Page 1 of 3 Revised 02/17/15

COUNTY: _	Watauga	WBS ELEMENT:	DF18311.2095276.PR	TIP/PARCEL NO.:	059SR1214 006
on that set of	plans for State H	lighway Project _	DF18311.2095276	dditional easement are	ce of the Department
•	•	lorth Carolina, and a , in the Office of the		said project plans whic s of Watau	•
to which plan		reby made for greate	•	cription of the easeme	nt areas herein
This	EASEMENT is si	ubject to the following	g terms and provi	sions only:	

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The Grantors ac	cknowledge that the project plans for Project #	DF18311.2095276.PR have l	been
made available to them.	The Grantors further acknowledge that the consid	eration stated herein is full and	just
	to Article 9, Chapter 136 of the North Carolina Ger		
	eas by the Department of Transportation and for a		
their remaining property	; for any and all claims for interest and costs; for a	ny and all damages caused by th	ne 💮
acquisition for the const	ruction of Department of Transportation Project #	DF18311.2095276.PR	
Watauga	County, and for the past and future use of s	aid areas by the Department of	
Transportation, its succe	essors and assigns for all purposes for which the s	aid Department is authorized by	law
to subject the same.			

FRM7-D Page 2 of 3 Revised 02/17/15

COUNTY:	Watauga	WBS ELEMENT:	DF18311.2095276.PR	TIP/PARCEL NO.:	059SR1214 006
IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.  This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.					
		(SEA	.L)		(SEAL)
Watauga Coul	nty				
BY:		Chai	rman		
ACCEPTED F	OR THE DEPA	RTMENT OF TRANS	SPORTATION BY	<b>/</b> :	
- (		North Carolina,		County	
		by authority duly girits CHAIRMAN of the COMMISSIONERS	and acknowledge COUNTY BO ven, the foregoin he s, sealed with its as y hand and officia	ed that he/she is the C ARD OF COMMISSIO g instrument was signe COUNTY BO corporate seal, and att its CLERK. al seal this the	onally came SUBLERK of the UNERS, and that ed in its name by UNERD OF tested by
(Officia	ıl Seal)	My comm	ission expires:		

COUNTY:	Watauga	WBS ELEMENT:	DF18311.2095276.PR	TIP/PARCEL NO.:	059SR1214 006
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		(SEA	L)		(SEAL)
Watauga Coun BY: ACCEPTED FO		Chair		·;	
		by authority duly givits CHAIRMAN of the COMMISSIONERS  Witness my	and acknowledge COUNTY BODI Ven, the foregoing ne , sealed with its of as in Very hand and official And County Public	ed that he/she is the CI ARD OF COMMISSION g instrument was signe COUNTY BOA corporate seal, and atte ts CLERK.	t onally came LERK of the NERS, and that d in its name by ARD OF ested by
(Official	Seal)	My commi	ssion expires: _		

#### **SUBSTITUTE FORM W-9**

REV 05/2024

TIP/Parcel:

#### VENDOR REGISTRATION FORM NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 24% backup withholding on each payment. To avoid this 24% withholding and to ensure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

NAME ON FORM IS REQUIRED TO BE THE LEGAL ENTITY OR INDIVIDUAL NAME DOING BUSINESS WITH NCDOT:

INDIVIDUAL AND SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD CORPORATION OR PARTNERSHIP -ENTER YOUR LEGAL BUSINESS NAME NAME: (NAME OF COMPANY OR INDIVIDUAL REGISTERED TO THE PROVIDED TAX ID) PHYSICAL ADDRESS: STREET/PO BOX: CITY, STATE, ZIP: **DBA / TRADE NAME (IF APPLICABLE): BUSINESS DESIGNATION:** INDIVIDUAL (use Social Security No.) SOLE PROPRIETOR (use SS No. or Fed ID No.) PARTNERSHIP (use Federal ID No.) CORPORATION (use Federal ID No.) STATE OR LOCAL GOVT. (use Federal ID No.) ☐ ESTATE/TRUST (use Federal ID no.) OTHER / SPECIFY (Social Security #) SOCIAL SECURITY OR FED.EMPLOYER IDENTIFICATION NO. 5 6 - 6 0 0 1 8 1 (Employer Identification #) COMPLETE THIS SECTION WITH CHECK MAILING ADDRESS AS IT APPEARS ON INVOICES: REMIT TO ADDRESS: STREET / PO BOX: CITY, STATE, ZIP: Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition. What is your firm's ethnicity? ( Prefer Not To Answer, African American, Native American, Caucasian American, Asian American, ☐ Hispanic American, ☐ Asian-Indian American, ☐ Other: What is your firm's gender? ( Prefer Not to Answer, Male, Female) Disabled-Owned Business? ( Prefer Not to Answer, Yes, No) **IRS** Certification Under penalties of perjury, I certify that: The number shown on this form is my correct taxpayer identification and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. person (including a U.S. resident alien). The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at http://www.irs.gov/pub/irs-pdf/fw9.pdf. NAME (Print or Type) TITLE (Print or Type) SIGNATURE (Typed, fonted and scripted signatures are DATE PHONE NUMBER not acceptable. DocuSigned signatures are accepted)

To avoid payment delays, completed forms should be returned promptly to:

**EMAIL** 

NC Department of Transportation Right of Way Unit 1546 Mail Service Center Raleigh, North Carolina 27699-1514 FAX (919) 733-1390

#### **SUBSTITUTE FORM W-9**

REV 05/2024

#### VENDOR REGISTRATION FORM NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 24% backup withholding on each payment. To avoid this 24% withholding and to ensure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

NAME ON FORM IS REQUIRED TO BE THE LEGAL ENTITY OR INDIVIDUAL NAME DOING BUSINESS WITH NCDOT: INDIVIDUAL AND SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD ENTER YOUR LEGAL BUSINESS NAME

NAME:			
,	NAME OF COMPANY OR INDIVID	UAL REGISTERED	TO THE PROVIDED TAX ID)
PHYSICAL ADDRESS: STREET/PO BOX:			
CITY, STATE, ZIP:			
DBA / TRADE NAME (IF APPLICABLE):			
BUSINESS DESIGNATION:	☐ INDIVIDUAL (use Social ☐ CORPORATION (use Fed ☐ ESTATE/TRUST (use Fed ☐ OTHER / SPECIFY	deral ID No.)	SOLE PROPRIETOR (use SS No. or Fed ID No.)  PARTNERSHIP (use Federal ID No.)  STATE OR LOCAL GOVT. (use Federal ID No.)
SOCIAL SECURITY			(Social Security #)
OR FED.EMPLOYER IDENTIFICATION NO			(Employer Identification
COMPLETE THIS SECTION WITH CHECK	MAILING ADDRESS AS IT	APPEARS ON	INVOICES:
REMIT TO ADDRESS: STREET / PO BOX	:		
CITY, STATE, ZIP	:		
and its sole purpose is to collect statistical data on those vend  What is your firm's ethnicity? (  Prefer Not  Hispanic American,   Asian-Indian Americ	ors doing business with NCDOT. If you To Answer, African Americ can, Other:	choose to participate an, □Native A	merican,  Caucasian American,  Asian American,
IRS Certification Under penalties of perjury, I certify that: The number shown on this form is my correct taxp	nayer identification and a) I am exempt from backup withho brest or dividends, or (c) the IRS has b. rovision of this document other the	Iding, or (b) I have s notified me that I	ons required to avoid backup withholding. For
NAME (Print or Type)		TITLE (Prin	t or Type)
SIGNATURE (Typed, fonted and scripted signot acceptable. DocuSigned signatures are ac		DATE	PHONE NUMBER
TIP/Parcel:		EMAIL	

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation Right of Way Unit 1546 Mail Service Center Raleigh, North Carolina 27699-1514 FAX (919) 733-1390

#### **AGENDA ITEM 11:**

#### MISCELLANEOUS ADMINISTRATIVE MATTERS

#### C. Boards and Commissions

#### **MANAGER'S COMMENTS:**

#### Social Services Board

Reagan Breitenstein has been nominated for a second term on the Social Services Board. Her current term expires on August 30, 2025.

The Watauga County Department of Social Services unanimously recommends Ms. Breitenstein's reappointment for a second term.

#### <u>Volunteer Application for Advisory Committees – David Luther</u>

The County has received a volunteer application from Mr. David Luther of Boone, NC, expressing interest in serving on several local boards, including the Adult Care Home Community Advisory Committee, the Nursing Home Community Advisory Committee, and the Watauga County Board of Adjustment.

Currently, there are three vacancies on the Adult Care Home Community Advisory Committee and two vacancies on the Nursing Home Community Advisory Committee. At this time, the Watauga County Board of Adjustment has no vacancies.

Mr. Luther has extensive volunteer experience with senior care facilities and currently serves as a volunteer firefighter and EMT, regularly engaging with elderly and vulnerable populations.

These are first readings; therefore, no action is required.



# Watauga County Department of Social Services

SOCIAL SERVICES BOARD Reagan Breitenstein , Chair Tim Hodges, Commissioner Tiffany Christian Matthew Rollins Tiffany Williams 132 POPLAR GROVE CONNECTOR – SUITE C BOONE, NORTH CAROLINA 28607 Telephone 828-265-8100 TDD 1-800-735-2962 Voice 1-800-735-8262 Fax 828-265-7638 Tom Hughes Director

TO: Watauga County Board of County Commissioners

Date: August 1, 2025

The Watauga County Department of Social Services unanimously recommends Reagan Breitenstein serve a second term. First term expires August 30, 2025.

## 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 mall or fax to:

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

Name: David	Luther		
Home Address:	139 Sunnyside Dr.		
city: Boone		zip: 2860	7
Telephone: (H)3	36-681-8435 (w)	(Fax)	
Email: davidi	nluther@gmail.com		
Place of Employm	ent: Corpay	· · · · · · · · · · · · · · · · · · ·	
Job Title: Dire	ector, Product Marke	eting and Content	Strategy
In Order T	o Assure County wide Represents	staa Diagoo tadlaata Vaur Tasa	nebin Of Basidanas
Bald Mountain	OStony Fo		OWatauga
ONew River	OBrushy F	ork	OCove Creek
OBeaver Dam	Meat Ca	mp	Shawneehaw
OBlue Ridge	OBlowing	Rock	Chaurel Creek
<b>OEIK</b>	ONorth Fo	rk	<ul><li>Boone</li></ul>
	In addition, Please Indicate If Yo	u Live in One Of The Following	Areas:
OFosi	coe-Grandfather Community	O Valle Cruc	is Historic District
OHow	rards Creek Watershed	○ Winkiers C	reek Watershed
<b>⊙</b> Sout	h Fork New River Watershed	Extraterrito	orial Area
We Ask Yo Following (	our Help in Assuring Diversity Of N Questions	lembership By Age, Gender, A	nd Race, By Answering The
	Gender	Ethnic Bad	ekground
<u>@</u> I	Male	OAfrican American	OHispanic
O	Fernale	Caucasian  Native American	Other
		Orange Pariotical	
Please List (In	Order Of Preference) The Boards/	Commissions On Which You V	Vould Be Willing To Serve.
1. Adult Care	Home Community Ad	visory Committee	_
2. Nursing H	ome Community Advise	ory Committee	⊡
3. Watauga C	County Board Of Adjust	tment	•

#### Volunteer Application Watauga County Boards And Commissions (Continued)

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Vork Experience:	Oracle, Digital Strategy Senior Manager (all other experience is related to project management and marketing strategy)
	Volunteer Senior Companion Hospitality House Board Deep Gap Volunteer Fire Department
/olunteer Experience:	
Other Experience:	NC Army National Guard Kenan-Flagler School of Business
	I'm primarily interested in filling vacancies on the boards supporting and advocating
Other Comments:	for adult and senior care facilities. Our population is aging rapidly, and as more people require care in these facilities, it's even more important that our board is fully staffed with people to advocate for the patients and their families.  As a teenager, I volunteered in state-run care centers, where I was the only volunteer
	Signature: Date: 9/6/25  Print Form Reset Form

#### Comments, continued

I'm primarily interested in filling vacancies on the boards supporting and advocating for adult and senior care facilities. Our population is aging rapidly, and as more people require care in these facilities, it's even more important that our board is fully staffed with people to advocate for the patients and their families.

As a teenager, I volunteered in state-run care centers, where I was the only volunteer — the rest were court-ordered community service workers. The conditions were less-than-desirable, but more than anything I noted the need for engagement and interaction despite personnel being understaffed. In college, I was a senior companion, where I would visit with seniors during standard visiting hours when they had no one come to visit. More recently, I spent years visiting my grandparents in a luxurious assisted and nursing facility; but even there, where fees were five times my mortgage for one person, there were issues with standards given in memory care units.

I'm currently a volunteer firefighter and EMT, where I frequently interact with elderly people on medical calls and patients in the RHA Group Home. While these are different experiences from standard nursing and adult care facilities, these calls remind me that an engaged advocate is absolutely essential for people who cannot rely on attentiveness from overworked staff and relatives who make the difficult choice to place their care in the hands of professional facilities. I would see myself as an advocate for the patients first, but with an eye to the realities and needs of those working within the homes.

#### **DAVID LUTHER**

davidhluther@gmail.com | (336) 681-8435

#### **EDUCATION**

The University of North Carolina at Chapel Hill, Kenan-Flagler Business School | Master of Business Administration (MBA), expected graduation 2025

Harvard Business School Online | Credential of Readiness (CORe) | Graduated with honors

The University of North Carolina at Chapel Hill | Bachelor of Arts, English and Comparative Literature

#### PROFESSIONAL EXPERIENCE

#### Oracle | Enterprise Tech/SaaS | Remote

Digital Strategy Senior Manager — November 2023 to Present

- Marketing Program Management: Oversee content and marketing campaigns for Oracle and NetSuite, managing cross-functional teams to develop product, industry, and technology marketing materials.
- Subject Matter Expertise: Create content and provide expertise in SEO, financial management, accounting, and ERP systems. Provide ongoing editorial support and localization of content subdomains.

Senior Content Marketing Manager — June 2021 to November 2023

- Content Operations Leadership: Led SEO-driven business solutions projects, collaborating with product, web development,
  marketing, and demand generation teams to produce content that drives traffic, generates leads, and supports sales, resulting in tripledigit traffic growth.
- Team and Resource Management: Managed contractors, directed editorial teams, and coordinated with developers to produce and
  quality-assure hundreds of articles annually, utilizing analytics and testing to optimize processes and enhance lead generation.
- Omnichannel Content Development: Partnered with sales teams and marketing managers to create diverse marketing materials, including white papers, infographics, social media posts, case studies, eBooks, email and website copy, data sheets, bylines, and infographics.

Senior Content Manager — August 2018 to June 2021

- Content and Product Marketing: Managed content calendar nd product marketing materials for the NetSuite Global Business Unit and Bronto SBU, collaborating with design and web teams to produce web copy, email marketing materials, paid ads, webinars, podcasts, and social media posts.
- **Digital Strategy and SEO:** Executed digital strategy and SEO initiatives to relaunch websites, enhancing online presence and engagement using tools such as SEMRush, Ahrefs, and Moz.

#### ROI Revolution | Digital Marketing Agency | Raleigh, NC

Senior SEO Content Strategist — March 2018 to August 2018

- Content Marketing Strategy: Developed and executed content marketing strategies that integrated SEO, influencer marketing, and creative campaigns, engaging both influencers and customers to enhance clients' organic search presence.
- **Creative Content Development:** Combined elements of content creation and public relations with search engine marketing to promote clients' products and services, building robust inbound link and mention profiles.

#### Truist (Formerly BB&T) | Contract | Raleigh, NC

Digital Content Strategist - January 2018 to March 2018

- User-Centered Content Analysis: Analyzed user goals, conducted content inventories, gap analyses, user research, and stakeholder interviews to develop optimal communication strategies that convey messages effectively and compel user action.
- Strategic Content Solutions: Translated complex business requirements into actionable content solutions that reflect brand best practices, meeting user needs and business objectives with concise, scannable content suitable for digital platforms.

#### Zippia Inc. | Startup | Durham, NC

Content Marketing Manager — February 2017 to January 2018

- **Press Outreach and SEO:** Developed press outreach projects, building relationships with reporters at major publications, resulting in features in Business Insider, Forbes, Bloomberg, Time, and others, enhancing credibility and SEO.
- Content Creation and Management: Collaborated with creative teams to brainstorm and produce weekly content, managed the CMS
  and social media accounts, contributing to user acquisition and brand growth.

#### Eli Global | Content Team | Durham, NC

Content Marketing Editor — April 2011 to November 2013 | January 2015 to February 2017

• Marketing Campaign Development: Developed marketing campaigns and designed custom content for print, web, email, and digital media, acting as press liaison by writing press releases, developing release calendars, and serving as the point of contact.

• **Editorial Management:** Managed freelance writers, developed editorial calendars, and authored content for nationally distributed medical newsletters, ensuring high-quality publications.

Content Marketing Editor — April 2012 to November 2013

- **Email Marketing and Event Coordination:** Oversaw outbound email marketing campaigns and assisted senior management in developing regional events, enhancing engagement and outreach.
- Mergers and Acquisitions Support: Researched online media companies for potential mergers and acquisitions, collaborating with company leadership during transitional acquisition processes.

#### **VOLUNTEER AND MILITARY EXPERIENCE**

 $\textbf{Hospitality House} \mid \texttt{Executive board} \mid 2020 \ to \ current \mid \textit{Secretary, Public Advocacy committee chair and strategic planning committee for homeless services non-profit}$ 

Deep Gap Fire Department | 2022 to current | Volunteer firefighter and EMT

Special Olympics of North Carolina | Regional logistics manager | 2021 to 2024 | Manage supplies, volunteers and site logistics for events

Army National Guard | April 2006 to January 2012 | 715th Public Affairs Team | 230th Heavy Combat Brigade

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#### **AGENDA ITEM 12:**

## **B**REAK

#### **AGENDA ITEM 13:**

#### **CLOSED SESSION**

Attorney-Client Matters – G.S. § 143-318.11(a)(3) Land Acquisition – G.S. § 143-318.11(a)(5) Personnel Matters – G.S. § 143-318.11(a)(1)

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## **AGENDA ITEM 14:**

## POSSIBLE ACTION AFTER CLOSED SESSION

# Additional Information Presented During the Board Meeting



### **PUBLIC COMMENT**

Watauga Board of County Commissioners

#### **AUGUST 19, 2025**

#### WATAUGA COUNTY BOARD OF COMMISSIONERS PUBLIC COMMENT RULES

At the April 18, 2023, Watauga County Board of Commissioners meeting the Board amended the policy for public comment before the Board as follows:

In accordance with North Carolina General Statutes 160A-81.1, the Watauga County Board of Commissioners establishes the following policy and rules regarding Public Comment.

- The Board does hereby establish a time period of up to sixty (60) minutes, for an open forum, at the beginning of each regular meeting to hear citizen comments.
- Persons who wish to speak must register on the sign-up sheet located on the information desk outside the meeting room. Sign-up sheets will be available one hour prior to the start of each meeting.
- Speakers shall provide their name and address at the start of their comments.
- Each speaker is allocated up to three (3) minutes to speak. No public comment period shall extend beyond one (1) hour. The Chair reserves the right to reduce the time limitation for individual speakers in order to meet the one (1) hour time limit and as necessary for efficient conduct of business.
- A speaker may not share or relinquish any remaining time they have not used to another speaker and shall only be allowed to speak once during the public comment period.
- Speaker substitutions at the meeting are not allowed.
- Comments are to be directed to the Board as a whole. The forum is intended to provide the Board of Commissioners an opportunity to hear citizens. It is not intended to subject the Board to answering impromptu questions. Citizens will be expected to be civil in their language and presentation and not to engage in slander or name-calling.
- Speakers shall refrain from personal attacks and/or threats directed towards County staff, elected Board members, or members of the public. Insults, profanity, use of vulgar language or gestures, or other inappropriate behavior are not allowed.
- Speakers shall limit their comments to matters that are germane to, or within the jurisdiction of the Watauga County Board of Commissioners.
- Speakers shall address the Board with any, and all public comments. Comments, questions, jeering, or other interruptions from the audience are not allowed. Speakers shall likewise not address or respond to members of the audience.
- The Chair, or presiding officer, has the authority to enforce the Rules of Decorum. Failure to obey these Rules may result in the forfeiture of the remaining speaking time and possible criminal charges. Individuals who engage in egregious or repeated violations may be asked to leave the meeting.
- During the open forum, speakers should not discuss any of the following:
  - a. Matters which concern the candidacy of any person seeking public office, including of the person addressing the Board.
  - b. Matters in current or anticipated litigation.
  - c. Advertising or promoting the sale of products, services, or private enterprise.
  - d. Promoting any contest or lottery.

#### **SPEAKER LIST**

PLEASE CLEARLY PRINT YOUR NAME.

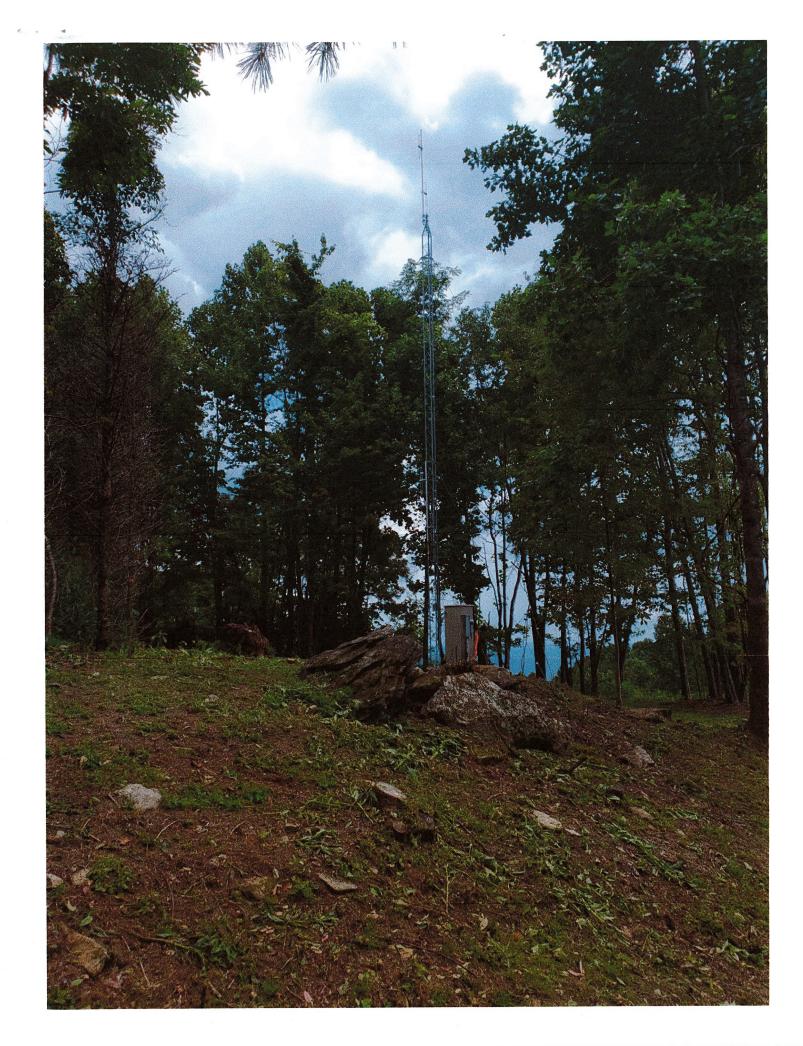
BY PRINTING YOUR NAME BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO ABIDE BY THE RULES OUTLINED ABOVE.

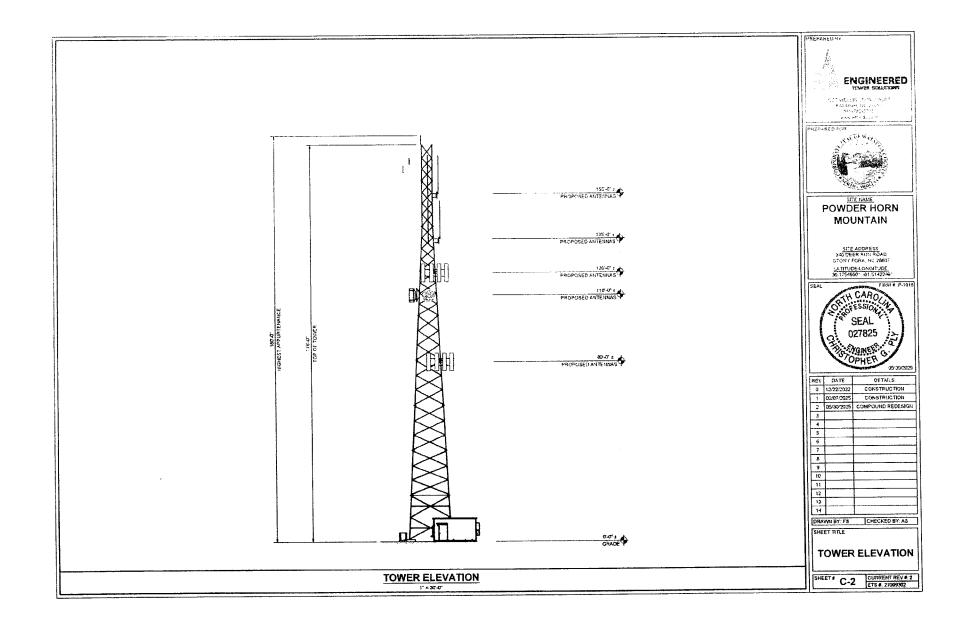
#### PLEASE STATE YOUR NAME BEFORE SPEAKING.

1. David Smith	5. Jill Williams
2. SHANE VAUGHAN	6. LISA Shapperd
3. Andy Cox	7. E.J. Farese
4. Cutis Johnson	8. Don Farese

Additional sign-up space available on the back.

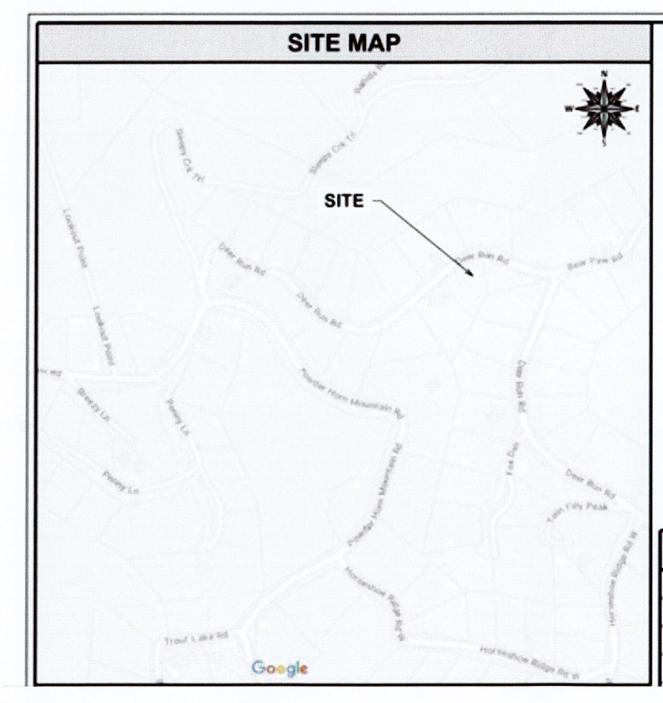
9. Terry Thompkins 10. Maria Jamell	30.
10. Maria Samill	31
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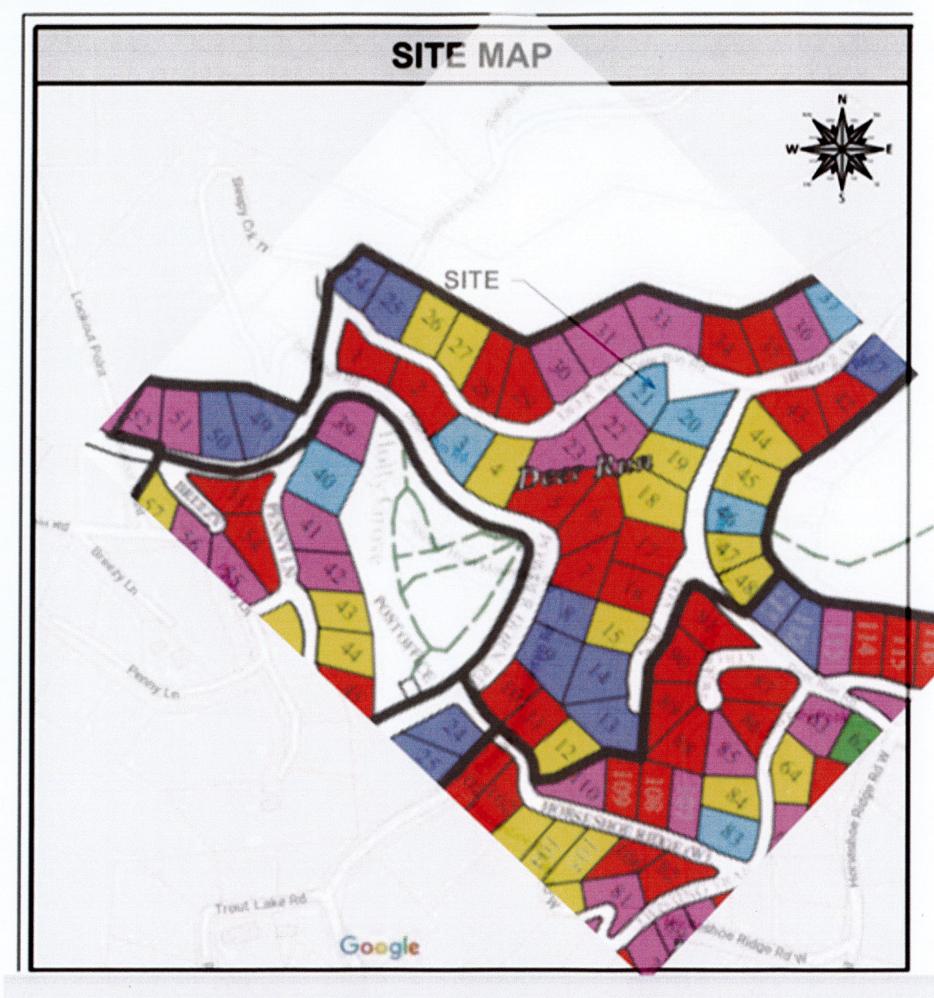
Wildcat Road Tower-Comments by Shane Vaughan, PHM Board Member



#### SITE NAME: POWDER HORN MOUNTAIN

SITE ADDRESS:
340 DEER RUN ROAD
STONY FORK, NC 28607
LATITUDE & LONGITUDE:
N 36° 10' 31.78", W 81° 30' 51.21"

INDEX OF SHEETS	
T-1	TITLE PAGE
ATTACHED	SURVEY
ATTACHED	GRADING PLAN AND ACCESS ROAD DETAILS
GN-1	GENERAL NOTES I



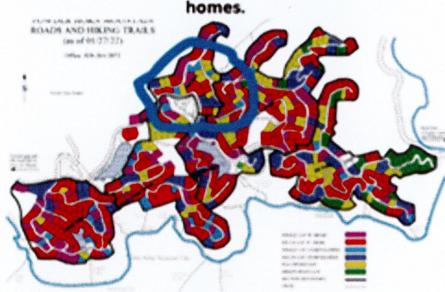


L: Actual homes and lots within .3 of mile of the tower site.

The homes on lots 31, 33, and 22 are within the tower fall zone as indicated on FCC application/site map documents.

Our 24 ft. community water tank sits on site 20.

The water tank is less than 50 ft. from the center of the tower. This tank is the ONLY water tower in the community and provide water for over 200 existing



Area in blue circle in enlarged to L.

This map does not include PHM

Estates, which also are impacted by the tower.

accurate representation of the homes impacted by the build.

The one and only PHM water tank. Photo taken for stake indicating tower center.



Deer Run Road- Barely room for one full sized pick up truck and a small vehicle to pass. No shoulder and not turn offs. Impossible to support construction vehicles. Private driveway (shown) will be blocked during construction as well driveways of three other houses in immediate build zone.

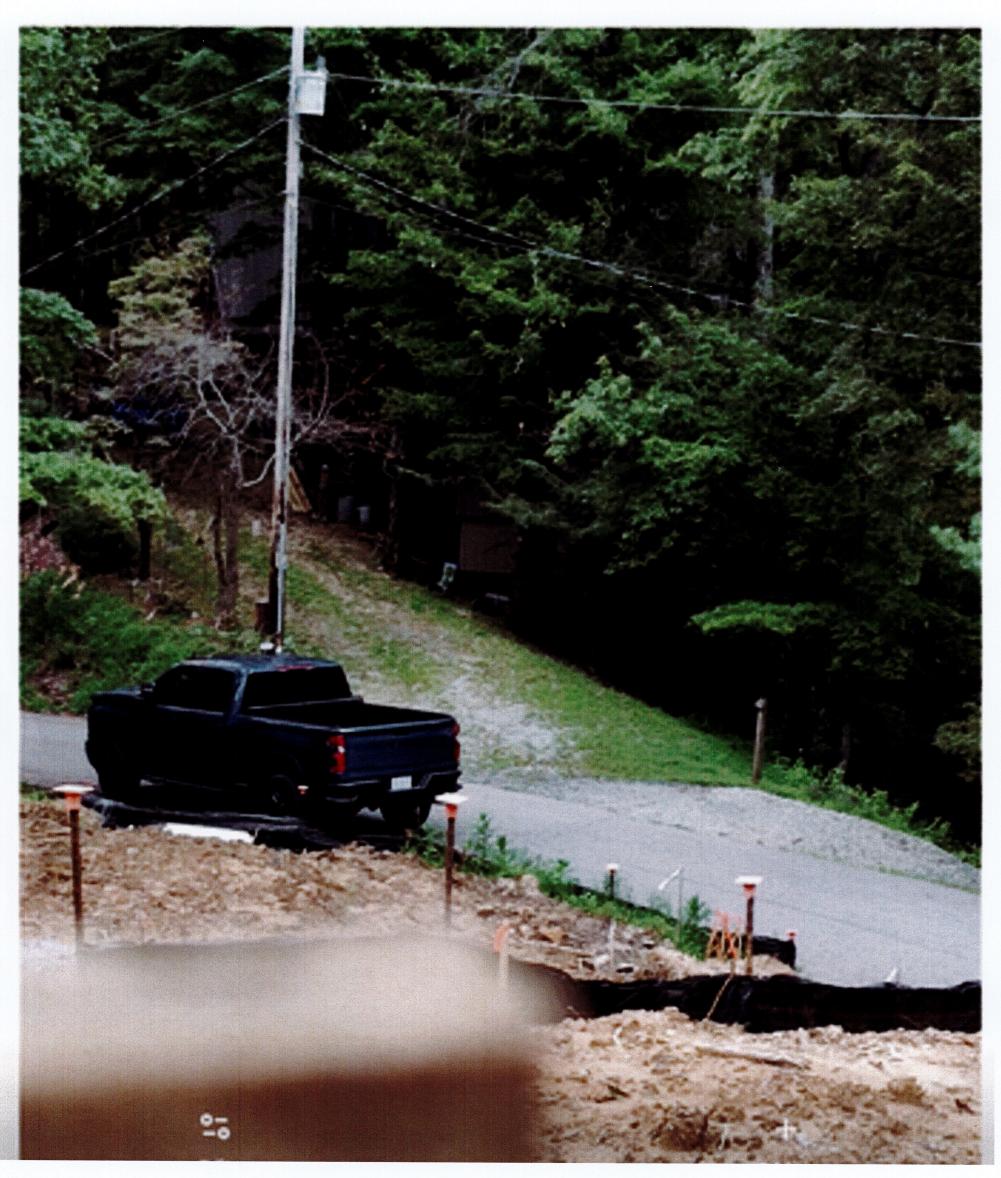
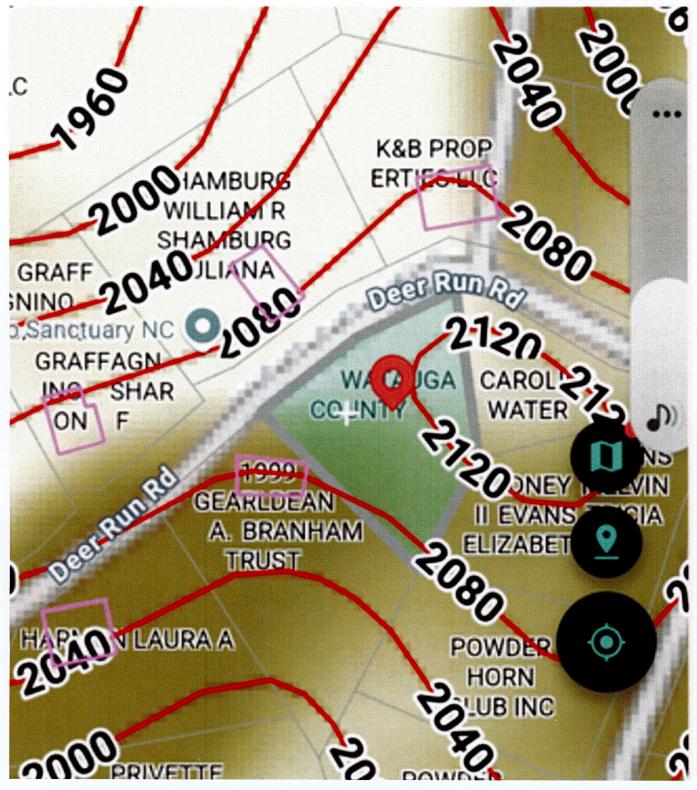
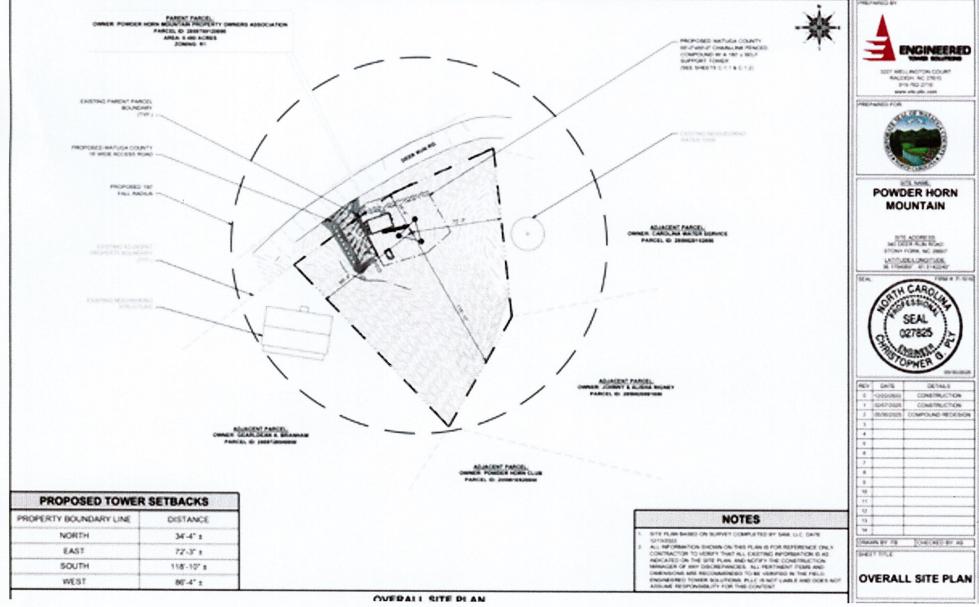


Photo taken from "center of tower mark".



Actual homes within the 150 ft fall zone. Term "zero fall zone" not actually an accepted term.









## Middle Fork Greenway Update

**August 19, 2025** 









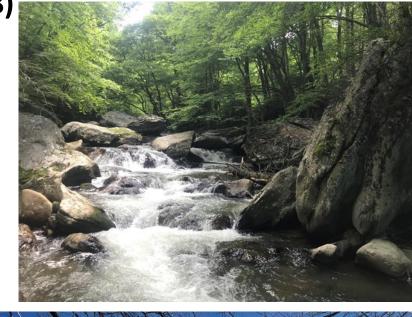
## Middle Fork Greenway Coming Soon

Blowing Rock Sections (2025 – 2028)

Boone Gorge Park (2025-2026) Angler Park (2025-2028)













## Greenway on the Ground 2 miles of trail









### **Three Pocket Parks**

(w/parking, trails, and picnic areas)

















## **Greenway on the Ground Tweetsie Underpass Completed Fall 2024**









### MFG Update Tweetsie Underpass











We were able to salvage the bridge and this is it August 2025





Post Hurricane



# Two segments left to be repaired

2014 after it was just constructed









**Payne Branch Park Stream Access** 





10565 Highway 421 S Trade, TN 37691 ph/fax: 423.727.4476 adam@bfec.org

#### PROJECT PROPOSAL/CONTRACT

PROJECT: PAYNE BRANCH POST HELENE REPAIR

**CLIENT:** c/o: Ms. Wendy Patoprsty, Middle Fork Greenway Director,

Blue Ridge Conservancy

wendy@blueridgeconservancy.org

828.264.2511

and

Deron Geouque, Watauga County Manager

Deron.Geouque@watgov.org

**DATE:** August 19, 2025

#### Services:

On September 27, 2024 the High Country experienced devastating flooding, damaging homes and property. The Payne Branch dam removal project was also significantly affected by this 30+ inch rain event. This proposal is specific to construction services associated with the repair of this ~1,000 foot project reach to allow safe access of this recreational area.

Currently, the river left streambank of the Middle Fork New River (MFNR) has considerable erosion that pedestrians are using for recreational access with ~6-10 foot vertical earthen banks. The goal of this project is to utilize/re-arrange on-site/existing boulders to help to stabilize this erosive bank and re-build the two access point boulder steps that recreators use to access the river.

This estimate includes minimal materials, no boulders, only erosion control and planting material. Two large track excavators are proposed to be used over the course of two weeks to repair this MFNR area.

**Schedule:** Once approved, BFEC will add the project to the construction queue. Ideal construction period would be winter 2025 or spring 2026.

#### **Lump Sum Cost:**

• Total Lump Sum contract amount = \$100,000.00

Total Contracted Amount = \$100,000.00

• Client agreed to pay within 30 days of completion.

#### Notes:

- This proposal is valid for 30 days from submittal.
- The client allows BFEC staff/equipment access to the property.
- BFEC will provide the client our Certificate of Insurance available upon request once contract is executed.

Respectfully Submitted: Brushy Fork Environmental Consulting, Inc. by Adam Williams, President

#### **GENERAL CONDITIONS OF SERVICE**

#### **SECTION 1: SCOPE OF WORK**

It is understood that the scope of work defined in the Proposal is based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of work may change, even as the work is in progress. If the Client requests additional services or when a change in the scope of work or time schedule is necessary, a written amendment to the Agreement shall be executed by the Client and BFEC as soon as is practicable and consent to such amendments shall not be unreasonably withheld.

#### **SECTION 2: BILLING**

The client hereby certifies that he/she will make payment to BFEC within 30 days of receiving invoice at project completion. If the invoice is not paid within 30 days, subsequent invoicing will institute a 5% interest rate added monthly to the contract amount. In the event of default the prevailing party resulting in litigation under contract will provide for all costs including attorney's fees.

#### **SECTION 3: CLIENT DISCLOSURES**

The Client shall notify BFEC of any reasonably known or suspected hazardous substances which are or may be related to the services to be provided. If such disclosure is made after the execution of this Agreement, or if hazardous substances are discovered after services are undertaken, BFEC may, at its discretion, discontinue its services. In the event that the Agreement is terminated pursuant to this Section, the Client shall pay BFEC for services rendered to that date.

#### SECTION 4: INDEMNIFICATION AND WAIVER

Client waives any claim against BFEC and its subcontractors or agents, and agrees to defend, indemnify and hold BFEC harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials unless any such claim or liability arises out of the negligence or intentional misconduct of BFEC. In addition, Client agrees to compensate BFEC for any time spent or expenses incurred by BFEC in defense of any such claim with compensation to be based upon BFEC's prevailing fee schedule and expense reimbursement policy unless any such claim or liability arises out of the negligence or intentional misconduct of BFEC. BFEC waives any claim against Client and its subcontractors or agents, and agrees to defend, indemnify and hold Client harmless from any claim or liability for injury or loss allegedly arising out of BFEC's negligence or willful misconduct.

BFEC shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts by the Client, its employees, agents, staff, consultants or subcontractors employed by it or by any other person or combination of persons.

#### **SECTION 5: TERMINATION**

Client or BFEC 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, and termination will become effective upon receipt of the termination notice. Irrespective of which party shall affect termination or the cause therefore, BFEC shall render to Client a final invoice and Client shall immediately remunerate BFEC for services rendered and costs incurred. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules and reassigning personnel.

#### **SECTION 6: 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 force.

#### **SECTION 7: SURVIVAL**

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and BFEC shall survive the completion of services and the termination of this Agreement.

#### **Acceptance Of Proposal:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature:	Date:	

#### **Notice to Proceed Update**

**This Contract Amendment**, made and entered into this 19th day of August, 2025, by and between **Watauga County**, *NC* hereinafter termed the "Owner", and **Southern Disaster Recovery**, **LLC**,(**SDR**) hereinafter termed the "Contractor".

#### WITNESSETH

**WHEREAS,** due to the devastating effects of Hurricane Helene, the Owner issued a Notice to Proceed (NTP) to the Contractor on the 3<sup>rd</sup> of October 2024 consistent with the North Carolina Department of Public Safety contract for Disaster Debris Removal Services.

**WHEREAS**, the Not to Exceed mechanism was placed in the contract for elected and senior appointed official visibility on the project and

WHEREAS, the current SDR Not to Exceed amount is \$6,450,000 and

WHEREAS, operation conditions changed and right of way punch list work needs to be finished

**NOW**, **THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Increase the Not to Exceed amount by \$750,000.00 in order to complete the County's right of way debris removal.

All other terms and conditions of the original Contract Agreement remain unchanged.

WATAUGA COUNTY, NORTH CAROLINA	SOUTHERN DISASTER RECOVERY, LLC
Ву:	By:
Title:	Title:
Date:	Date: