

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

**TUESDAY, MARCH 17, 2020
5:30 P.M.**

**WATAUGA COUNTY COURTHOUSE
COMMISSIONERS' BOARD ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: February 13 & 14, 2020, Special Meeting February 18, 2020, Regular Meeting February 18, 2020, Closed Session February 24, 2020, Special Meeting February 24, 2020, Special Meeting Closed Session		1
	3	APPROVAL OF THE MARCH 17, 2020, AGENDA		13
5:35	4	CORONAVIRUS (COVID-19) COMMUNITY UPDATE	MS. JENNIFER GREENE	15
5:40	5	HIGH COUNTRY RESTORATION COALITION REQUESTS	MS. DEBBIE SHETTERLY	43
5:45	6	SHERIFF'S OFFICE VEHICLE PURCHASE	MAJOR KELLY REDMON	59
5:50	7	SANITATION MATTERS A. Engineering and Design Services for Landfill Improvements B. Feasibility Study Regarding Organic Materials Management C. Capital Expenditure Requests	MR. REX BUCK	67 93 107
5:55	8	PROPOSED PROJECT ON AGING HOME CARE POLICY REVISIONS	MS. ANGIE BOITNOTTE	113
6:00	9	TAX MATTERS A. Monthly Collections Report B. Refunds & Releases C. Board of Equalization and Review Schedule D. Tax Lien Report	MR. LARRY WARREN	143 145 155 159
6:05	10	REQUEST TO SURPLUS PROPERTY – 2011 AUTOCAR FRONT LOADER TRASH TRUCK	MS. MISTY WATSON	161
6:10	11	BID AWARD REQUEST FOR AUDIO AND VIDEO SYSTEM FOR COMMUNITY RECREATION CENTER MULTIPURPOSE ROOM	MR. DREW EGGERS	163
6:15	12	BID AWARD REQUEST FOR COURTROOM # 2 RENOVATIONS	MR. ROBERT MARSH	166
6:20	13	PROPOSED FEE SCHEDULE FOR COMMUNITY RECREATION CENTER	MR. STEPHEN POULOS	173

TIME	#	TOPIC	PRESENTER	PAGE
6:25	14	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Proposed Renewal of Red Cross Lease		179
		B. Proposed Renewal of Watauga County Arts Council Lease		187
		C. Proposed Lease By NC Forest Service for Office Space At the Cooperative Extension Building		203
		D. Boards and Commissions		205
		E. Announcements		211
6:30	15	PUBLIC COMMENT		215
7:30	16	BREAK		215
7:35	17	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		215
8:00	18	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

February 13 & 14, 2020, Special Meeting (Annual Pre-Budget Retreat)

February 18, 2020, Regular Meeting

February 18, 2020, Closed Session

February 24, 2020, Special Meeting (Joint Meeting with Town of Boone)

February 24, 2020, Special Meeting Closed Session (End of Joint Meeting with Town of Boone)

MINUTES
WATAUGA COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
THURSDAY, FEBRUARY 13, 2020, & FRIDAY, FEBRUARY 14, 2020

The Watauga County Board of Commissioners held a special meeting on Thursday, February 13, 2020, and Friday, February 14, 2020, in order to conduct a budget retreat to review goals and objectives for the County. The meetings were held in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

PRESENT: John Welch, Chairman
 Billy Kennedy, Vice-Chairman
 Larry Turnbow, Commissioner
 Charlie Wallin, Commissioner
 Perry Yates, Commissioner
 Deron Geouque, County Manager
 Misty Watson, Finance Director

Lunch was provided at 12:00 P.M. Chairman Welch called the meeting to order on Thursday, February 13, 2020, at 12:30 P.M. welcoming those in attendance.

The following topics were discussed:

Opening Remarks

Mr. Deron Geouque

FY 2020 Review and Discussion of 2021 Budget

Ms. Misty Watson

1. Revenues
2. Expenditures
3. Debt Service Report
4. Budget Calendar
5. Future Appropriations

Review of Current Capital Improvement Plan (CIP)

Mr. Deron Geouque & Mr. Robert Marsh

1. Current CIP Status Report
2. Courtroom # 2 Renovations
3. East Annex Building Program
4. Courthouse and Administration Roof Replacements
5. County Facilities Assessment Update
6. Turner Building
7. Recreation Fields
 - a. Tennis Courts
 - b. Basketball Courts
 - c. Pickleball Courts
 - d. Anne-Marie Paving

8. Library
9. School Facilities

Break from 2:45 P.M. to 3:00 P.M.

Sanitation Matters

Mr. Rex Buck

1. Organics Recycling Market Study
2. Facility Upgrades

Appalachian District Health

Ms. Jennifer Greene

Tourism Development Authority (TDA)

Mr. Matt Vincent and Mr. Wright Tilley

Caldwell Community College & Technical Institute

Dr. Mark Poarch

Break from 4:45 P.M. to 5:00 P.M.

School Board Funding Issues

Superintendent Dr. Scott Elliott, School Board Members Mr. Ron Henries, Ms. Brenda Reese, Dr. Jay Fenwick, and Staff members Ms. Ly Marze, Mr. Danny Clark

1. FY 2021 Funding Needs
2. Schools' Capital Improvement Plan

Public Safety and Emergency Communications Systems Study Update

Mr. Will Holt

County Manager's Summary

Mr. Deron Geouque

A recess was declared at 7:00 P.M. The meeting reconvened on Friday, February 14, 2020, at 9:00 A.M.

Pritzker Children's Initiative (PCI) Presentation

Ms. Crystal Kelly

Update on Recreational Projects

Mr. Joe Furman & Ms. Wendy Patoprsty

1. Guy Ford Paddle Access
2. Middle Fork Greenway

Census

Mr. Joe Furman

Broadband Update

Mr. Joe Furman

Watauga Medics

Mr. Craig Sullivan

1. Annual Report
2. Future Needs

Miscellaneous & Commissioner Matters

Mr. Deron Geouque

Budget work sessions were set for May 14, 2020, from 12:00 to 8:00 P.M. and May 15, 2020, from 9:00 A.M.-4:00 P.M.

Board Discussion and Directives

The County Manager concluded the retreat by reviewing the issues discussed and seeking direction from the Board for Fiscal Year 2020-2021.

The meeting adjourned at 11:25 P.M.

John Welch

Chairman, Watauga County Board of Commissioners

ATTEST:

Deron Geouque

County Manager

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, FEBRUARY 18, 2020**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, February 18, 2020, at 5:30 P.M. in Courtroom # 1 at the Watauga County Courthouse in Boone, North Carolina.

PRESENT: John Welch, Chairman
 Billy Kennedy, Vice-Chairman
 Larry Turnbow, Commissioner
 Charlie Wallin, Commissioner
 Perry Yates, Commissioner
 Anthony di Santi, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

Chairman Welch called the meeting to order at 5:38 P.M.

Commissioner Wallin opened with a prayer and Commissioner Turnbow led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the February 4, 2020, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the February 4, 2020, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the February 4, 2020, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the February 18, 2020, agenda.

Chairman Welch stated that there has been a request to add an appointment to the Watauga Council under Boards and Commissions.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the February 18, 2020, agenda as amended.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of January 2020. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the Refunds and Releases Report for January 2020 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to approve the Refunds and Releases Report for January 2020 as presented.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Upcoming Meeting Schedule

County Manager Geouque stated that the Board of Elections required the use of the Commissioners' Board Room through March 4 due to the room being a one-stop voting place and an official Polling site for the Primary which is on March 3, 2020. At the January 21 Board meeting, the Board moved the February 18 meeting location to Courtroom # 1 in the Courthouse and discussed cancelling the March 3 meeting. Mr. Geouque stated that the Board of Elections also had other County facilities reserved on March 3 due to the elections which limited the availability of a meeting space to hold a meeting.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to cancel the March 3, 2020, Board of Commissioners meeting due to the Board of Elections use of County facilities.

VOTE: Aye-5
Nay-0

B. Boards and Commissions

County Manager Geouque presented the following:

Economic Development Commission (EDC)

EDC member Savannah Garland has had to resign due to accepting a new job in Kingsport, Tennessee. Ms. Garland's three-year term expires in June, 2022. The un-expired term could be filled now and would expire in June, 2022 at which time the member could be appointed to serve their first full term. Another option would be to wait and replace the position at the beginning of the full term which would be in June. Four other terms also expire in June. One of those four members will not be eligible for reappointment per the EDC rules; the other three will be eligible for reappointment, provided they are interested in continuing to serve. A request for volunteers has been advertised.

By consensus, further discussion was tabled until the receipt of volunteer applications.

Voluntary Farmland Preservation Program Advisory Board

The Voluntary Farmland Preservation Program Advisory Board recommends the appointment of Ms. Kristy Hackler to fill the vacancy of Mr. Johnny Moretz who recently resigned due to health issues. This is a second reading.

Commissioner Wallin, seconded by Commissioner Turnbow, moved to appoint Ms. Kristy Hackler to the Voluntary Farmland Preservation Program Advisory Board as requested.

VOTE: Aye-5
Nay-0

Watauga County Arts Council

At the February 4, 2020, the Board discussed appointing a Commissioner as a liaison to the Watauga County Arts Council Board.

By consensus, the Board agreed to appoint Commissioner Wallin to the Watauga County Arts Council and to include the appointment in the future under the Chairman's appointments during the organization portion of the first regular meeting in December of each year.

C. Announcements

County Manager Geouque announced the following:

- The High Country Council of Governments invites you to their Legislative Luncheon on February 27, 2020, from 10:00 A.M. until 12:00 P.M. at Blue Ridge Energy's Community Room. Please let Anita know if you plan to attend and she will be glad to RSVP on your behalf.
- The Senior Center will host an advocacy event from 10:00 – 11:00 A.M. on Monday, February 24, 2020, at the Lois E. Harrell Senior Center to allow seniors the opportunity to meet their elected officials and allow conversations to be held about issues that are concerning to seniors.
- The Board of Commissioners will hold a joint meeting with the Boone Town Council to discuss the County-owned Turner building located on Water Street. The meeting will be

held on Monday, February 24, 2020, at 6:30 P.M. in the Agriculture Conference Center located on Poplar Grove Road.

- Budget Work Sessions are scheduled on May 14 and 15, 2020.
- Watauga County Cooperative Extension invites you to the Annual "Report to the People" on Monday, March 9, 2020, from 11:45 A.M. to 1:00 P.M. at the Agricultural Conference Center. Lunch will be provided and staff will report on Extension results from 2019 and issues that are being worked on in 2020. The Watauga County Master Gardeners and High Country Grown will also highlight their ongoing work in the county. If you wish to attend, please let Anita know and she will be glad to RSVP on your behalf.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 5:50 P.M., Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to resume the open meeting at 6:35 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to adjourn the meeting at 6:35 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS JOINT MEETING WITH THE BOONE TOWN COUNCIL TUESDAY, FEBRUARY 24, 2020

The Watauga County Board of Commissioners held a joint meeting with the Boone Town Council at 6:30 P.M. on Monday, February 24, 2020, at the Agricultural Conference Center, Boone, North Carolina.

Those present were:

Watauga County: Chairman John Welch, Commissioners: Larry Turnbow, Charlie Wallin, and Perry Yates, as well as County Attorney, Anthony di Santi, County Manager Deron Geouque, and Clerk to the Board, Anita Fogle.

[Clerk's Note: Watauga County Vice-Chairman Billy Kennedy was absent due to a prior commitment.]

Town of Boone: Mayor, Rennie Brantz; Mayor Pro-Tem, Loretta Clawson; Council Members: Sam Furgiuele, Dustin Hicks, Nancy LaPlaca, and Connie Ulmer; Town Attorney, Allison Meade; Town Manager, John Ward; Town Clerk, Nicole Harmon; and Planning and Inspections Director, Jane Shook.

Mayor Brantz, followed by Chairman Welch, called the joint meeting to order at 6:30 P.M.

Commissioner Yates, seconded by Commissioner Turnbow, moved to add a closed session at the end of the Watauga County Commissioners' agenda for Attorney/Client Matters, per G. S. 143-318.11(a)(6) to discuss the Town of Boone vs. Watauga County lawsuit.

VOTE: Aye-5
Nay-0

Mayor Brantz asked County Manager Geouque to begin discussions. County Manager Geouque shared that the County bought the Turner House property for the purpose of creating parking spaces. The County had once owned the Turner House property (which was originally part of the Ginn property). After turning the upper portion of the Ginn lot into parking the County sold the lower portion, including the house, to Mr. Turner who used the house for his law offices. When the property became available, the County purchased it (now referred to as the Turner property) for parking which would include the demolition of the house to accommodate for the maximum number of parking spaces.

Mayor Brantz asked if Mr. Eric Plaag, who has served as a historical consultant for the Town of Boone, could share a presentation in regards to the history of the house on the Turner property.

County Manager Geouque stated that the Board of Commissioners had previously been briefed by Mr. Plaag; however, Council Member LaPlaca stated that she would like to hear the presentation.

Mr. Plaag shared the following: The Turner House has historical significance. It is not currently on the historic register; however, Mr. Plaag stated that his professional opinion was that the Turner House is historically significant with minor changes. It was built in 1926 by Oscar and Sue Hardin who lived in the house until their untimely death. The Brown's, Author and Clara, then lived in the home from 1952-1990. In 1997 the State decide not to add the home to the historical register due, in part, to the vinyl/aluminum siding, enclosure of porches, and other upkeep issues. Mr. Plaag stated that the home would have architectural and historical significance when restored.

When asked if it was important for the house to stay at the current location, Mr. Plaag replied that houses that had been moved were not usually accepted in the historical registry. Mr. Plaag stated that there have been exceptions, such as a Frank Lloyd Wright home that had been moved but was still listed. Mr. Plaag stated that, if the Turner House were moved, it would probably never be listed with the registry.

Lengthy discussion was held in regards to the house on the Turner property and its possible historical significance to the Town of Boone.

County Manager Geouque stated that the Turner property was purchased with the intent to gain forty to fifty parking spaces and then subsequently gain fifty-plus additional parking spaces by extending the Ginn parking lot over the Turner property parking lot.

Town Manager Ward presented the possibility of the Town of Boone and County working together to construct a parking deck at the Town's Queen Street parking lot which could possibly benefit both Courthouse and Library patrons. A parking deck on that lot could potentially double its size from one hundred to two hundred spaces.

Chairman Welch stated that the Turner property was purchased to use as parking not to restore the house. Discussion was held regarding the timeline of the Town creating a Historic District and the purchase of the house.

After discussion, Town Attorney Meade suggested the County sell the Turner House property and discuss parking options with the Town of Boone.

Town Manager Ward stated that the Queen Street lot could double in size. The Town of Boone could provide the property and a business model could be used where a third party would rent spaces in the deck with a certain number of spaces per jurisdiction.

Commissioner Wallin was concerned for elderly citizens who may need access to County buildings. Town Manager Ward suggested flipping current parking lots for public parking areas and have staff parking in the Queen Street lot.

Discussion turned to the County's intent to demolish the Turner House. The County has a Town of Boone issued demolition permit for the property which County Manager Geouque stated that the County had to show activity by the date of June 3, 2020, or the permit expires. County

Manager Geouque stated that the County solicited for someone to purchase the house and move it to another location. No offers were made. In the meantime, the County still needs additional parking.

County Manager Geouque stated that the County's primary parking needs were between 8:00 A.M. and 5:00 P.M. Monday through Friday with no demand on Saturdays. Town Manager Ward stated that the Town's highest use of parking was on the weekends with the trends in downtown businesses changing toward higher end restaurants and the different types of shops opening as well as people staying to attend the newly renovated Appalachian Theatre which results in more demand for evening parking.

Commissioner Yates stated that it will take time to explore alternate parking options and the County's demolition permit would potentially expire prior to finding a solution.

Town Attorney Meade suggested the County either reapply for a demolition permit prior to the Town putting new regulations into place or the Town agreeing to make sure the County would be issued the permit when needed. Attorney Meade didn't want the County to demo the property, prior to the permit expiring, if something could be worked out for parking. Town Manager Ward stated that he didn't want a delay. Chairman Welch stated that there were trust issues between the County and Town and suggested having the two attorneys looking into the possibilities and make sure there was an iron clad agreement that would be beneficial for all.

County Manager Geouque suggested having the County and Town Attorneys work toward extending the demolition permit while he and Town Manager Ward worked on determining the possibilities of the Queen Street lot.

Commissioner Turnbow stated that a timeline was needed and that costs analysis was important. Also, if the Historical Society were to restore the house, it would be better for it not to sit empty.

County Manager Geouque suggested the County could potentially donate the Turner House property to the Town of Boone with the County's purchase price value of \$755,000 being put toward the construction of the parking deck. The County Manager stated that the County was not interested in being in real estate and trying to sell the property. The County Attorney also stated that an engineer would be needed for the Queen Street lot and that would not be a quick process; however, he and Town Manger Ward could work on that.

Town Manager Ward stated that the Town had worked with the University of North Carolina - School of Government (UNC-SOG) on Howard Street parking and was told the space was too small for a parking deck. Approximately one hundred spaces would be needed per level.

County Manager Geouque stated that the County has long-range plans to build a facility between the Human Services Building and the Health Department and move all County operations to that area which would leave only Courthouse functions at the current County building locations.

County Manager Geouque stated that the County had \$100,000 budgeted for the demolition and surface lot at the Turner property which would be Phase One. Phase Two would consist of the

construction of the extension of the Ginn lot extending out over the Turner property surface lot. There was no estimate for Phase Two at this time.

Discussion was held regarding the County's immediate need for fifty parking spaces. Town Manager Ward stated that any additional reserved spaces from current Town of Boone lots would take away from customer parking for downtown which would hurt the revenue (sales tax) and would impact downtown businesses. Town Attorney Meade suggested the County would have immediate spaces once the Turner house was vacated. County Manager Geouque stated that would be around ten to twelve spaces as Town of Boone regulations would prohibit more spaces by eliminating the landscaping. Council Member Hicks stated that there are parking areas that are underutilized. County Manager Geouque stated that both the County-owned property near the new AppalCART facility and the Brookshire Park parking lot (during the winter months) have been unofficial park-and-ride sites.

After further discussion, and the agreement that both the County and Town need additional parking, County Manager Geouque stated that the Board of Commissioners would need to file for an extension of the demolition permit which, if granted, would give time to receive reports in regards to potential parking solutions.

By consensus, the Board of Commissioners, along with the Boone Town Council, agreed to have the County and Town Managers work with the County and Town Attorneys to develop possible solutions.

County Manager Geouque stated he and Town Manager Ward could have a preliminary plan within two months.

The Boone Town Council adjourned their meeting at 7:59 P.M.

Commissioner Wallin, seconded by Commissioner Turnbow, moved to enter closed session for Attorney/Client Matters, per G. S. 143-318.11(a)(6) including discussion on the Town of Boone vs. Watauga County lawsuit in regards to sales tax distribution.

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to resume the open meeting at 8:40 P.M.

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Commissioner Turnbow, moved to adjourn the meeting at 8:40 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE MARCH 17, 2020, AGENDA

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AGENDA ITEM 4:

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

Ms. Jennifer Greene, AppHealthCare Director, will provide an update on the Coronavirus (COVID-19).

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

COVID-19 Community Update



AppHealthCare
Caring for our Community

Our services



Clinical
Services



Environmental
Health



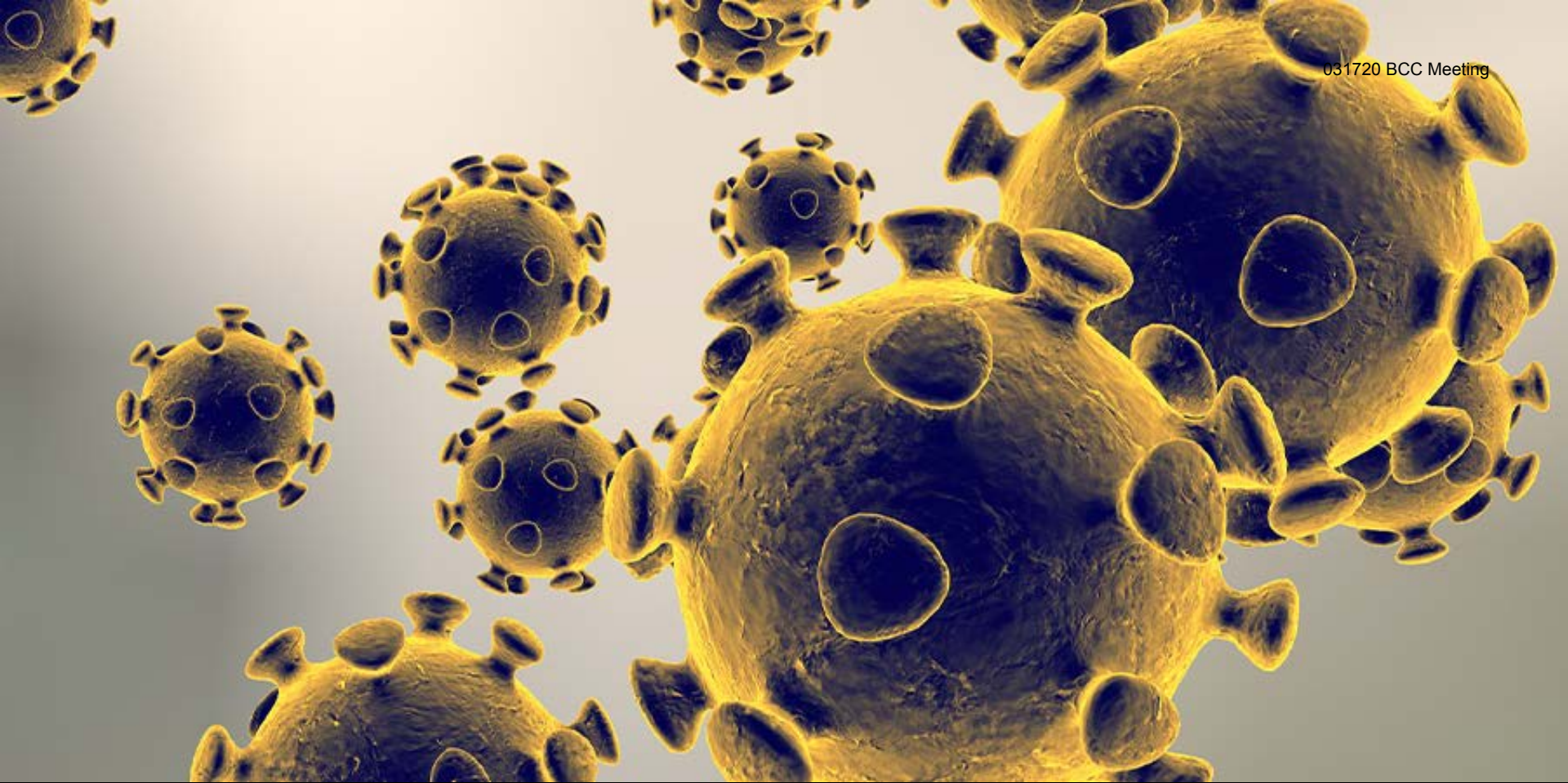
Dental
Services



Nutrition &
WIC Services



Community
Health



Coronavirus Disease (COVID-19)

Updated March 11,
2020

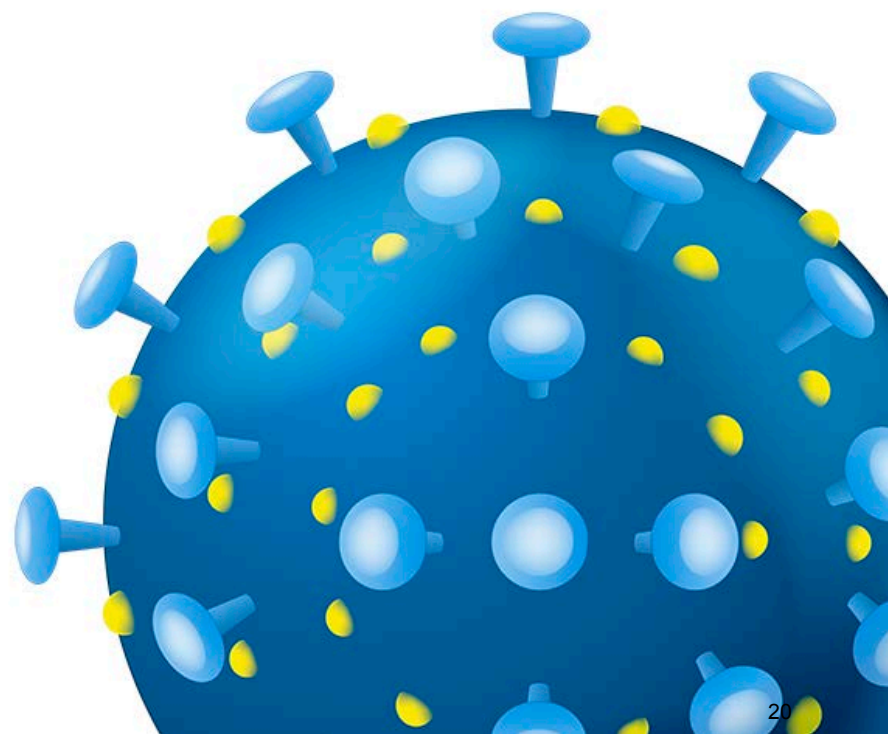
Rapidly Evolving Situation

- Recommendations will change
- Statistics will change
- Data for this presentation is up-to-date as of March 11, 2020 at 4pm



There are 7 types of coronaviruses that infect humans

- **4 are common** and cause mild to moderate illness
- **3 have recently emerged** and can cause severe illness
 - MERS-CoV (Middle East Respiratory Syndrome)
 - SARS-CoV (Severe Acute Respiratory Syndrome)
 - COVID-19 (Coronavirus Disease)



The majority of COVID-19 cases are in mainland China



More than 111,000 cases globally (over 3,800 deaths)



Over 62,000 have recovered



Over 560 cases in the United States

22 Deaths, 8 Recovered



2 cases in North Carolina: Wake County, Chatham County

COVID-19 has been declared a public health emergency



WHO Global Public Health Emergency

An **extraordinary event that constitutes a public health risk** to other States through the international spread of disease

AND

potentially **requires a coordinated international response**

Previous declarations

- 2019 for Ebola
- 2016 for Zika
- 2014 for Ebola



US Public Health Emergency

A disease or disorder **presents a public health emergency**

OR

That a **public health emergency**, including significant outbreaks of infectious disease or bioterrorist attacks, **otherwise exists**

Previous declarations

- Natural disasters
- Opioid crisis
- Zika

COVID-19 has a lower mortality rate than SARS or MERS

	# of Cases	Mortality Rate
SARS	8,096	9.6%
MERS-CoV	2,494	34%
COVID-19	>95,000*	1.4-3.4%**

*As of March 5, 2020

**Estimate based on early cases; likely to change

Health Alert: Coronavirus Disease 2019 (COVID-19)

You have traveled to a country with an outbreak of COVID-19 and are at higher risk.

COVID-19 is a respiratory illness that can spread from person to person.

Stay Home

Stay home for the next 14 days and monitor your health. Take your temperature with a thermometer two times a day and watch for symptoms.

If you feel sick and have symptoms:

- Call ahead before you go to a doctor's office or emergency room.
- Tell the doctor about your recent travel and your symptoms.
- Avoid contact with others.
- Do not travel while sick.

Symptoms

Illnesses have ranged from mild symptoms to severe illness and death. Symptoms may appear 2–14 days after exposure.

Symptoms can include:



Fever (100.4°F/38°C or higher)



Cough



Shortness of breath

Visit the website for more information on monitoring your health and how to contact local public health officials. Visit: www.cdc.gov/COVIDtravel

Is it time for me to wear a face mask?



Travel Recommendations

Warning – Level 4, Do Not Travel

Warning – Level 3, Avoid Nonessential Travel

Alert – Level 2, Practice Enhanced Precautions

Watch – Level 1, Practice Usual Precautions

As of March 11, 2020

Level 3: China, Iran, South Korea, Italy

Level 2: Japan Level 1: Hong Kong

Check the CDC website for all countries with travel recommendations

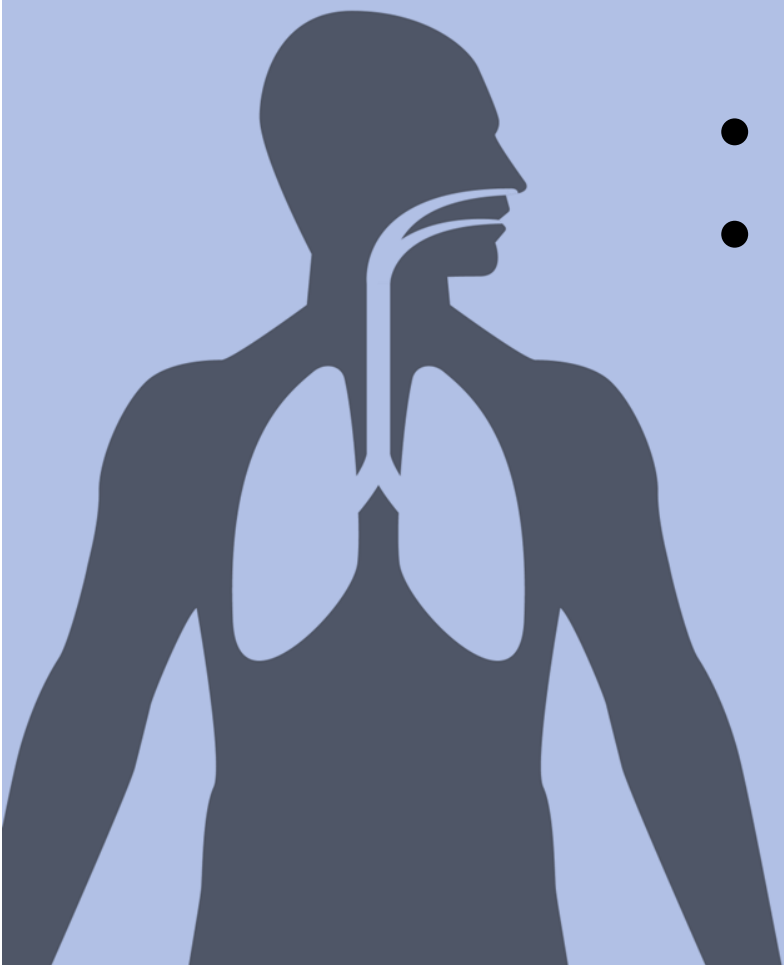
Travel Guidance

- **CDC is updating travel guidance frequently.**
- CDC recommends travelers, particularly those with underlying health issues, defer all cruise ship travel worldwide.
- Sustained community spread of respiratory illness caused by COVID-19 has been reported in many countries.
- Cruise ship passengers are at increased risk of person-to-person spread of infectious diseases, including COVID-19.
- Older adults and travelers with underlying health issues should avoid situations that put them at increased risk for more severe disease. This entails avoiding crowded places, avoiding non-essential travel such as long plane trips, and especially avoiding embarking on cruise ships.

Travel in the United States

- **[CDC provides an updated map](#) with cases to review prior to travel**
- **Consult your healthcare provider or call AppHealthCare to speak with a public health nurse if you have concerns about your risk level in traveling**

Symptoms of COVID-19 include:



- Fever
- Lower respiratory symptoms:
 - Cough
 - Shortness of Breath

CDC has established testing criteria

Patients may be tested by public health staff or by their local healthcare provider, if they meet testing criteria. Efforts have been made to make testing more available through providers using certain private labs.

- **This guidance is updated frequently and is subject to change**

Positive test results initiate an immediate public health response

AppHealthCare Response Team

- **AppHealthCare Epi team has been activated**
- **AppHealthCare Continuity of Operations Plan has been actively put in place**
 - **Some activities may be delayed due to response efforts**
- **Community meetings are being held weekly to allow for partner engagement and discussions about community needs**

Response efforts to-date

- **Engaging with providers, travelers, and general public through phone calls**
- **Testing for persons meeting testing criteria**
- **Stakeholder communication, guidance and education**
- **Public communications efforts including media releases, social media, and website guidance**
- **Special instructions to reach our staff during and after business hours**

PREVENTION

is key



General prevention recommendations for COVID-19 are the same as those to prevent the spread of flu and other respiratory viral infections



- Wash hands often with soap and water for at least 20 seconds
- If soap and water are not available, use an alcohol-based hand sanitizer



- Avoid touching your eyes, nose, or mouth with unwashed hands
- Avoid contact with others who are sick



- Cover your mouth and nose with a tissue or sleeve, not your hands, when coughing or sneezing

Stop the Spread

@NCDHHS • #COVID19NC

Are You High Risk?

These people are at higher risk of getting very sick from COVID-19.
Take actions to reduce your risk of getting sick.



Those in **close household contact** with person diagnosed with COVID-19



People **65+ years old**



People with **underlying health conditions** (ie. heart/lung/kidney disease, diabetes, weakened immune system, etc.)

Stop the Spread

@NCDHHS • #COVID19NC

Actions for those at High Risk

Stock up on supplies

(routine medicines, groceries, tissues – items you would need when sick)



Stay away from sick people.



Avoid crowds.

Limit close contact with others when in public



Avoid non-essential air travel and cruises.



Stay home as much as possible IF there is an outbreak in your community



General Information Resources

- [NC DHHS.gov/coronavirus](https://www.ncdhhs.gov/coronavirus)
- [CDC.gov](https://www.cdc.gov)
- [AppHealthCare.com](https://www.apphealthcare.com) & at Facebook and Twitter
- General phone calls: 1-866-3821 or
- AppHealthCare: 828-264-4995

Community Events -Statewide

For mass gatherings and community events, NC DHHS recommends that event organizers:

- Urge anyone who is sick to not attend.
- Encourage those who are at high risk to not attend.
- Adopt lenient refund policies for people who are high risk.
- Find ways to give people more physical space to limit close contact as much as possible.
- Encourage attendees to wash hands frequently.
- Clean surfaces with standard cleaners.

Businesses and Employers can:

- **Reinforce good hand hygiene tips, other common-sense precautions with employees and patrons.**
- **Keep hand washing stations stocked.**
- **Strongly encourage employees to stay home when sick.**
- **Review policies and procedures for:**
 - **Remote or teleworking where possible**
 - **Absenteeism policies to ensure employees not encouraged to come to work if they are sick**
- **Cross-train employees for key functions so daily schedules can continue relatively uninterrupted by potential absences**

Businesses and Employers can:

- **Establish relationship with your local health department**
- **Rely on reliable information from sources like the Centers for Disease Control and Prevention (CDC) and NCDHHS**
- **Perform routine cleaning with approved disinfectant**
 - **Provide disposable wipes, and routine cleaning supplies for staff to use**

Schools and childcare centers:

- Review, update, and implement emergency operations plans (EOPs)
- Maintain relationship with local health department
- Develop information-sharing systems with partners
- Monitor and plan for absenteeism
- Establish procedures for students and staff who are sick at school.
- Perform routine environmental cleaning
- Create communications plans for use with the school community
- Review attendance, monitor absenteeism
- Establish procedures to separate those who become sick on-site until they are able to leave
- Policy development on triggers for modification of service (closings)
- Continue approved, regular cleaning practices



AppHealthCare

Caring for our Community

AGENDA ITEM 5:

HIGH COUNTRY RESTORATION COALITION REQUESTS

Ms. Debbie Shetterly, High Country Restoration Coalition, will request the Board adopt a resolution to use and promote native plants on county owned property along with the county as a whole.

Board action is required to adopt the resolution in support of the use of native plants as presented.

To Watauga County Commissioners:

The High Country Habitat Restoration Coalition is a collaborative effort established in 2018 among conservation organizations and other interested parties whose mission is to maintain and restore wildlife habitat and biodiversity in the High Country. The coalition has been working locally with the Town of Boone and Watauga County to eliminate non-native invasive species in the area, primarily through the mechanism of volunteer workdays. As the coalition becomes more established, greater outreach and a greater capacity are two of the main goals. In order to accomplish these goals, HCHRC is seeking support from the Watauga County Commissioners in a variety of ways.

First, HCHRC would like to see Watauga County adopt a resolution recommending the use of primarily native plants on county properties (see accompanying draft). Native habitat is far superior to non-native for many reasons as explained in the powerpoint. We would like a vote on this action item. Second, HCHRC would like the County Commissioners to consider budgeting in the future for a portion of the funding necessary to combat invasive species. Third, High Country Audubon will be conducting a press event celebrating Earth Day as part of grant funding for Brookshire Park. HCHRC would like a representative to speak briefly at the event. Finally, moving toward the future, HCHRC would like Watauga County to strengthen its recommendations for native plants through a habitat ordinance.

Thank you for consideration of our requests.

STATE OF NORTH CAROLINA

DRAFT

COUNTY OF WATAUGA

**RESOLUTION OF THE COUNTY COMMISSIONERS
IN SUPPORT OF THE USE OF NATIVE PLANTS**

WHEREAS, Native Plants are localized, well adapted to the local soils and climate, tend to be more insect and disease resistant, and require less watering and fertilizing than non-native plants; and

WHEREAS, wildlife such as birds are more attracted to the Native Plants with which they coevolved, and use such plants for food, cover, and rearing their young; and

WHEREAS, Native Plants, having evolved in the climate, are extremely hardy and therefore have lower maintenance and replacement costs; and

WHEREAS, increased use of Native Plants will help to create resiliency to the impacts of climate change for people and wildlife; and

WHEREAS, Native Plants protect water quality by reducing stormwater runoff and erosion; and

WHEREAS, The Watauga County is already taking action to manage its stormwater and restore watershed health, including the reduction of sediment pollution to the South Fork of the New River, the Watauga River, and

WHEREAS, healthy ecosystems have been shown to provide therapeutic benefits to our mental well-being and physical health; and

WHEREAS, Native Plant usage helps restore the ecological balance we have lost through development and can help maintain, or even increase, property values; and

WHEREAS, in much the same way as saving an historic home, the use of Native Plants helps to preserve our local heritage.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners, in the County of Watauga, State of North Carolina, that Watauga County shall make every reasonable effort to ensure that all properties owned or controlled by the County use a majority of Native Plants in new plantings, and to move as quickly as possible to achieve that goal; and

AND BE IT FURTHER RESOLVED that notwithstanding the foregoing, in the event that replacement of preexisting, non-native plants on properties owned or controlled by the County is required or undertaken and suitable alternative or equivalent native plants are not available, the County may replace such non-native plants with similar, non-invasive varieties of nonnative plants; and

AND BE IT FURTHER RESOLVED that the Watauga County Commissioners and other elected and appointed officials will educate and empower residents with the goal of transitioning private properties toward the use of a majority of native plants; and

AND BE IT FURTHER RESOLVED that the County Commissioners and other elected and appointed officials are urged to do everything in their power to bring Watauga County closer to using a majority of native plants on all properties owned or controlled by the County; and ensure that the benefits of native plants are realized by Watauga County residents from all walks of life; and

AND BE IT FURTHER RESOLVED that the Watauga County will avoid taking actions that could increase the use of non-native plants or delay the transition to a majority of native plants.

ADOPTED this the 17th Day of March, 2020, and shall take effect immediately upon adoption.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board



Restoring High Country Wildlife Habitat



■ **Who are we?**

High Country Habitat Restoration Coalition

031720 BCC Meeting

Collaborative effort between:

MountainTrue

New River Conservancy

Blue Ridge Conservancy

Blue Ridge RC & D

Watauga Extension

NC State Parks

Ecoforesters

High Country Audubon

Native Plant Society

Citizen volunteers

**Mission: Preserve biodiversity and
wildlife habitat of the High Country**

Doug Tallamy
“Bringing Nature Home”

97% of land in US modified to human use

62,500 square miles of lawns in US

Lawns require 4X more water

Birds require no less than 70% native species to breed and survive

Plant biodiversity = insect diversity = healthy ecosystem



■ **What is the**
■ **Issue?**

Convert suburbia to native habitat

Get rid of sterile lawns!

Remove non-native species

Plan landscaping high in biodiversity

Implement plan

Monitor success/adapt plan

What should we strive toward?



A sample yard

**Neat is not
necessarily good!**



Why are invasives bad?

Greater fire dangers

031720 BCC Meeting

Greater flood dangers

Less water for native species

**Fewer native seeds and caterpillars for
birds, animals**

Less habitat for animals

Native species crowded out

Fewer pollinators for food

Less biological diversity

Less scenic beauty

Much more pollen in the air

More difficulty for recreation

Why is diversity so important?:

Insurance policy - when
species become extinct

bats

bees

Climate change

Soil structure

Like a knit sweater – ecosystem
unravels

Invasives decrease biological diversity



Photo By: Clint Calhoun

Multiple Tiers

Canopy

Understory

Shrubs

Herbaceous/vines

Goal:

Food

Shelter

Water

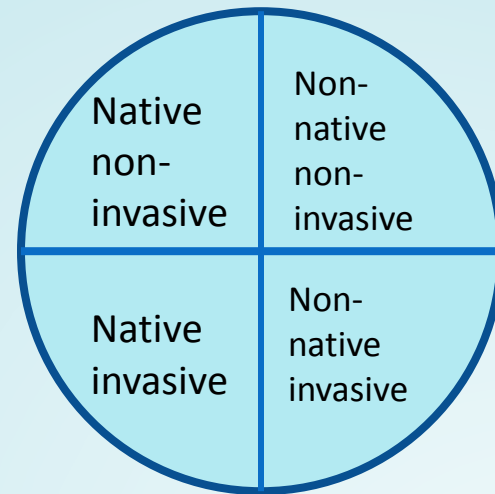
Nesting materials



**Biological
diversity**

Some natives are invasive

Invasives have taken over too quickly for evolution to occur



Natives:

evolved together with pollinators and animals

perfectly suited to their environment

**Natives vs.
Non-natives**



Adopt a native plant resolution

HCHRC:

Begin assessing status of properties
Identify non-natives
Identify natives


Remove non-native invasive species

Plan landscaping with high biodiversity
Sun/shade, moisture

Identify multi-tier native plants tailor to sun/shade & moisture

Implement landscaping plans

Monitor for success



What's next?

“Never doubt that a small group of thoughtful, committed, citizens can change the world. Indeed, it is the only thing that ever has.”

-Margaret Mead

Questions?

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AGENDA ITEM 6:

SHERIFF'S OFFICE VEHICLE PURCHASE

Major Kelly Redmon will present a bid for a 2020 Toyota Tundra 4WD pickup from Modern Toyota, the North Carolina Sheriff's Association vendor. The cost for the vehicle including tax and tag is \$26,933.29. The current cost exceeds the budgeted amount and therefore a budget amendment will be forthcoming recognizing additional narcotics funds.

Board approval is required to award the bid for a 2020 Toyota Tundra 4WD pickup in the amount of \$26,933.29 to Modern Toyota, the North Carolina Sheriff's Association vendor.



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



To: Deron Geouque- Watauga County Manager

From: Major Kelly Redmon

Ref: Vehicle Purchase- Narcotics Division

The Watauga County Sheriff's Office request Board of County Commissioners approval to purchase a 2020 Toyota Tacoma from Modern Toyota for the amount of \$26,143.00 listed on the NC Sheriff's Association vehicle procurement program. The funds are available for this vehicle from federal asset forfeiture.

Modern Toyota Winston

3178 Peters Creek Pkwy
WINSTON SALEM, NC 27127
(336) 793-5937

DATE 02/17/2020	SALES PERSON Nancy Smith	NO. 41591	SALESPERSON	NO.	DEAL #		
BUYER Watauga County							
CO-BUYER							
ADDRESS 814 WEST KING STREET			RES. PHONE	BUS. PHONE (336) 265-7607			
CITY BOONE	STATE NC		CELL PHONE (828) 964-2244				
COUNTY WATAUGA	ZIP 28607		E-MAIL ADDRESS Kelly.Redmon@watgov.org				
SELECTION: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> CAR <input type="checkbox"/> TRUCK <input type="checkbox"/> DEMO			TRADE-IN: <input type="checkbox"/> CAR <input type="checkbox"/> TRUCK <input type="checkbox"/> 2DR <input type="checkbox"/> 4DR <input type="checkbox"/> OTHER				
YEAR 2020	MAKE Toyota	MODEL Tacoma	BODY STYLE SR 4x4 Acce	YEAR #1	MAKE	MODEL	MILES
SERIAL NO.				SERIAL NO.			
STOCK NO.	COLOR Magnetic Gray	MILES		YEAR #2	MAKE	MODEL	MILES
SLS. MGR		BUS. MGR		SERIAL NO.			
RETAIL PRICE:				TOTAL PRICE		\$25,926.00	
The customer request to have License Plate transferred. Y <input type="checkbox"/> N <input type="checkbox"/>				LESS TRADE-IN ALLOWANCE			
X _____				AFTERMARKETS (Remote Keyless)		\$217.00	
Accessories/Aftermarkets:				TOTAL			
LL AT - Remote Keyless \$217.00				HIGHWAY USE TAX			
Estimated Taxes for informational purposes only. Customer will be doing their own taxes/tag \$785 Therefore this amount is not factored in				TITLE TAG / REGISTRATION FEES (No tag required)		0.00	
				DEALER ELECTRONIC FILING FEE			
				DEALER SERVICES			
				PAY OFF			
				WARRANTY			
				SUB TOTAL			
				DOWN PAYMENT			
				REBATE			
				BALANCE DUE		\$26,143.00	

PRIVACY NOTICE

In connection with your transaction, Modern Automotive Network and any related/affiliated companies may obtain information about you as described in this notice, which we handle as stated in this notice.
 1. We collect nonpublic information about you from the following sources: Information we receive from you on application or other forms; Information about your transactions with us, our affiliates or others; and Information we receive from a consumer reporting agency.
 2. We may disclose some or all of the information that we collect, as described above, to companies that perform services or other functions on our behalf to other financial institutions with whom we have dealer agreements. We may make such disclosures about you as a consumer, customer, or former customer.
 3. We may also disclose nonpublic personal information about you as a consumer, customer, or former customer, to non-affiliated third parties as permitted by law.
 4. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

BUYER'S SIGNATURE ✓ _____ CO-BUYER'S SIGNATURE ✓ _____

CONSUMER INFORMATION

DEALER MAY CHARGE A DEALER SERVICES FEE IN THE AMOUNT SET FORTH ABOVE. THE DEALER SERVICES FEE MAY INCLUDE ADDITIONAL PROFIT. DEALER MAY RECEIVE A FEE, COMMISSION, OR OTHER COMPENSATION FOR PROVIDING, PROCURING, OR ARRANGING FINANCING FOR THE RETAIL LEASE OR PURCHASE OF A MOTOR VEHICLE. FOR WHICH THE CUSTOMER MAY BE RESPONSIBLE.

Purchaser may arrange for financing through dealer or finance source of purchaser's choosing. Purchaser may be able to obtain more favorable financing from a third party. Purchase understands the annual percentage rate ("APR") quoted by dealer may be negotiable.
 Any warranties on the item/items sold hereby are those made by the manufacturer. The seller, Modern Chevrolet Cadillac of Burlington, LLC, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Modern Chevrolet Cadillac of Burlington, LLC neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.
 Seller retains the right to rescind this agreement if any portion of the down payment is deemed not collectable for any reason (NSF, Account Closed, Forgery, etc.) or the contract is not accepted and assigned to a lending institution for any amount financed. BUYER hereby agrees that DEALER shall notify BUYER who shall be required to immediately return SUBJECT VEHICLE to the DEALER at the dealership. SUCH NOTICE TO BUYER shall be deemed sufficient if given by telephone, in person, or if it is deposited in the custody of the U.S. Postal Service, first class postage pre-paid, addressed to BUYER's last known address. BUYER hereby agrees that DEALER has the right to repossess the SUBJECT VEHICLE without BUYER's knowledge or consent by any lawful means, and BUYER shall thereupon be liable to DEALER for any and all costs incurred by DEALER in accomplishing such a repossession, including but not limited to DEALER's reasonable attorney's fees.
 I certify that I am 18 years of age or over, that the car I am trading in is my property, and free from all encumbrances whatsoever, except the balance due, as above noted. I authorize Modern Chevrolet Cadillac of Burlington, LLC to make whatever credit investigation is necessary.

BUYER'S SIGNATURE ✓ _____ CO-BUYER'S SIGNATURE ✓ _____



NORTH CAROLINA SHERIFFS' ASSOCIATION

TOYOTA TACOMA 4WD ACCESS CAB SR - L4 SPECIFICATION #39

2020 Toyota Tacoma 4WD Access Cab (Model 7514)

The Toyota Tacoma 4WD Access Cab (Model 7514) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and NCSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★ Appalachia	★ Dogwood	★ Cardinal	★ Longleaf Pine
BASE PRICE:	\$25,926.00	\$25,926.00	\$25,926.00	\$25,926.00
DELIVERY TIME:	60 - 90 days	60 - 90 days	60 - 90 days	60 - 90 days

Please note: Delivery time may extend past the delivery time listed above as a result of delays from the manufacturer.

While the North Carolina Sheriffs' Association has attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



NORTH CAROLINA SHERIFFS' ASSOCIATION

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
<u>TOYOTA TACOMA 4WD ACCESS CAB SR - L4 (Specification #39)</u>			
Modern Toyota of Winston Salem	2020 Toyota Tacoma 4WD Access Cab (Model 7514)	★Appalachia	\$25,926.00
Modern Toyota of Winston Salem	2020 Toyota Tacoma 4WD Access Cab (Model 7514)	★Dogwood	\$25,926.00
Modern Toyota of Winston Salem	2020 Toyota Tacoma 4WD Access Cab (Model 7514)	★Cardinal	\$25,926.00
Modern Toyota of Winston Salem	2020 Toyota Tacoma 4WD Access Cab (Model 7514)	★Longleaf Pine	\$25,926.00



NORTH CAROLINA SHERIFFS' ASSOCIATION

TOYOTA TACOMA 4WD ACCESS CAB SR - L4 SPECIFICATION #39

2020 Toyota Tacoma 4WD Access Cab (Model 7514)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. MODEL AND ENGINE

- a. Drive - 4WD
- b. Body Style - Access Cab
- c. Grade - SR
- d. Engine - L4
- e. 6-speed automatic transmission
- f. Model - 7514

2. SAFETY AND CONVENIENCE

- a. IMMOBILIZER ANTI THEFT SYSTEM
- b. IFS/LEAF NORMAL RIDESUSPENSION
- c. DC FR2 ACCESSORY CONNECTOR
- d. MIST INTERMITTENT WIPER
- e. DA 6SP T1 AUDIO(ALLDESTINATIONS)
- f. WITH AIR CONDITIONER
- g. FABRIC #1 SEAT MATERIAL
- h. MANUAL DAY&NIGHT (INSIDEREAR VIEW MIRROR)
- i. 2 Key Fobs
- j. Rear View Camera
- k. Toyota Safety Sense - P: Pre-Collision System with Ped Detection, Lane Dep Alert with Steering Assist, Auto High Beams, Full-Speed Dynamic Radar Cruise Control

3. TIRES AND WHEELS

- a. UNSPECIFIED TIRE BRAND
- b. P245/75R16 7J+30 STYL STEELTIRE AND DISC WHEEL

4. BODY EXTERIOR

- a. CHROME BEZEL TURN DRL HEADLAMP
- b. COLOR KEY REAR BUMPER

5. PACKAGES

- a. SR GRADE GRADE PACKAGE

6. MISC. FEATURES

- a. SLIDING TYPE REAR GLASS

7. COLOR AND TRIM AVAILABILITY

- a. Trim Description: Fabric

- b. Interior Color Description: Cement Gray
- c. Exterior Color Availability: Super White, Silver Sky Metallic, Magnetic Gray Metallic, Black, Barcelona Red Metallic

8. WARRANTY

- a. Bumper to Bumper: 1 year/12,500 mile
- b. Comprehensive: 3 year/36,000 mile
- c. Powertrain: 5 year/60,000 mile
- d. Maintenance Plan and Extended Warranty available. Contact dealer for more information.
- e. 2 year/25,000 mile - ToyotaCare Maintenance Plan

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AGENDA ITEM 7:

SANITATION MATTERS

A. Engineering and Design Services for Landfill Improvements

MANAGER'S COMMENTS:

Mr. Rex Buck, Operations Service Director, will present a proposal by McGill Associates for services pertaining to 1) Trailer Storage Area Improvements; 2) Innovation Drive Improvements; and 3) Sediment Basin Improvements. These improvements were identified for commencement during the annual retreat.

Staff recommends the Board accept McGill Associates' proposal for the following services:

1. Trailer Storage Area Improvement - \$25,800
2. Innovation Drive Improvements - \$74,700
3. Sediment Basin Improvements - \$61,160

Adequate funds have been budgeted to cover the services for these improvements with future requests to approve construction to be forthcoming.

Board approval is requested.

MEMO

SANITATION

March 10, 2020

To: Deron Geouque, County Manager
From: Rex Buck, Operations Services Director

Subject: Capital Expenditure Request

Enclosed are McGill Associates proposals for required Solid Waste facility and Innovation Drive improvements as discussed at the Watauga County Board of County Commissioners' Annual Board Retreat. These proposals are identified as independent projects. There may, however, be opportunities for cost savings within the proposals if multiple projects occur simultaneously.

Please see attached proposals for procurement of professional services:

- Trailer Storage Area Improvements: \$25,800
- Innovation Drive Improvements: \$74,700
- Sediment Basin Improvements: \$61,160

Upon approval, Staff requests authorization to issue Notice-to-Proceed to McGill Associates to begin performing requested engineering services. Please see enclosed quotes and let me know if you have question. Thank you for your careful consideration.



March 5, 2020

Mr. Rex Buck
 Operation Services Manager
 Watauga County Solid Waste and Recycling
 336 Landfill Road
 Boone, North Carolina 28607

RE: Proposal for Engineering Services
 Trailer Storage Area Improvements
 Watauga County, North Carolina

Dear Rex,

McGill Associates is pleased to provide this proposal to assist Watauga County with improvements to the Trailer Storage Area as outlined in our recently completed Master Plan.

PROJECT UNDERSTANDING

In November 2015, Watauga County received a permit violation due to leakage from solid waste collection trailers at the Watauga County Transfer Station. The issue was temporarily resolved, and trailers were repaired to eliminate further potential leakage. However, the Transfer Station is still at risk of experiencing future violations due to the frequent damage that trailers receive when used in this application. The trailer jacks are also causing severe damage to the asphalt that will lead to failure of the parking area as water infiltrates the pavement. During a site visit on October 9th, 2019 McGill Associates Staff observed that several of the trailers were leaking substantial amounts of leachate onto the ground. McGill recommends permanent improvements be made to eliminate risk of leachate discharge and further damage to the parking area.

Please see below the proposed scope of services.

SCOPE OF SERVICES

Supplemental Survey

1. Provide additional topographic surveying efforts or survey shots for existing infrastructure on an as needed basis as determined during schematic design. For the purposes of this proposal, McGill will assume two (2) days of field time for a survey crew and office time for incorporating survey data into existing landfill survey information. Private utility locates can also be provided.

Design and Permitting

1. Perform site visit to review existing conditions and to evaluate tie-in locations for sewer and stormwater discharge.

Rex Buck, Operation Services Manager
March 5, 2020
Page 2 of 4

2. Prepare schematic site, grading, and utility plans for review and approval by Owner.
3. Prepare permit documents for submittal to NCDEQ Solid Waste Section and the local sewer authority.
4. Prepare Construction Documents, including existing conditions / demolition plan, site plan, grading and erosion control plan, drainage plan, and utility plan.
5. Prepare Bid Documents and technical specifications.

Bidding and Award

1. Prepare bid documents and consult with County staff regarding bid and award dates and any other specific bidding conditions.
2. The project will be bid publicly by formal electronic bid. McGill Associates will assist with advertisement in local publication(s) and with construction trade organizations as required, as well as list projects on McGill's Quest site for tracking of information and distributing addenda throughout the process.
3. Prepare and distribute addenda as necessary based on written questions from prospective bidders.
4. Attend bid opening.
5. Assist in evaluation of bids, including preparation of a recommendation for award of project.
6. Prepare final contract documents and coordinate execution and notice to proceed with selected contractor.

Construction Administration and Observation

1. Conduct a pre-construction meeting with County, contractor, and construction materials testing firm for project kick-off.
2. Provide on-site construction observation (1 visit per week for a 2-month construction duration) to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications.
3. Review construction materials testing reports.
4. Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data that the site contractor is required to submit.
5. Address questions from the contractor during the construction process.

Rex Buck, Operation Services Manager
 March 5, 2020
 Page 3 of 4

6. Review monthly pay requests and any proposed change orders. Make recommendation of payment to County.
7. Schedule and conduct initial closeout walkthrough with County and contractor to develop final punch list.
8. Schedule and conduct final closeout walkthrough with County and contractor to verify completion of punch list.
9. Submit final contract closeout documents with County with final application for payment.

BASIS OF COMPENSATION

We anticipate providing the above efforts with the following fees:

- Supplemental Survey (hourly, estimate)	\$ 2,800.00
- Design and Permitting (lump sum)	\$ 9,500.00
- Bidding and Award (hourly, estimate)	\$ 6,500.00
- Construction Administration and Observation (hourly, estimate)	<u>\$ 7,000.00</u>
Total Estimated Fee	\$25,800.00

Supplemental Survey, Bidding and Award, and Construction Administration and Observation will be billed on an hourly basis using the attached Basic Fee Schedule. Time and expenses will be billed on a monthly basis. Please note that the fee is an estimate only and our actual level of effort is dependent on contractor performance and the County's preference. Final cost could vary based on the level of involvement that may be required to complete the project or to complete tasks requested by the County. In addition, this estimate assumes that projects are completed consecutively not simultaneously, and therefore should oversight of multiple projects overlap there could be some cost savings as only actual time spent will be billed.

ASSUMPTIONS

1. Subsurface exploration and geotechnical engineering evaluation of the site is not included.
2. Drawings will be prepared in 24-inches by 36-inches size on McGill Associates title block, unless otherwise requested. For other formats, title block and appropriate fonts will be provided in AutoCAD format to our office.
3. Relocation of existing dry utilities (fiber, power, natural gas, cable, phone, etc.) and coordination with applicable service providers for new dry utilities is not included in the above scope of services.

Rex Buck, Operation Services Manager
March 5, 2020
Page 4 of 4

4. Revisions to the plans that are required due to unknown subsurface conditions encountered during construction (i.e. utilities, storage tanks, etc.) will be considered additional services.
5. Hard copies of plans for distribution to bidders will be billed as a separate reimbursable expense upon request.
6. Our attendance at public meetings, or additional meetings not listed in the above scope, is not included in the above fees and will be billed on an hourly basis in accordance with the attached Basic Fee Schedule.
7. Construction materials testing (CMT) services are not included in this scope of services.
8. No environmental reviews or assessments are included in this scope of services.
9. Changes required due to contractor error will be considered additional cost services.
10. Services for tasks other than those specifically detailed above are not included in the above fees.

We appreciate your consideration for our services and look forward to working with you. If the above is acceptable to you, please sign and return one (1) copy of the attached Consulting Services Agreement to us. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,
McGILL ASSOCIATES, P.A.



MARK D. CATHEY, PE
Asheville Office Manager

Attachments: Consulting Services Agreement
Basic Fee Schedule

CC: Scott Burwell, PE, McGill Associates, P.A. (via email)
Adam Waldroup, EI, McGill Associates, P.A. (via email)

P:\2020\20.00704-WataugaCoNC-Trailer Storage Area Improve\Admin\Contracts\20-0304-Watauga County Trailer Storage Area Improvements Proposal.docx

CONSULTING SERVICES AGREEMENT

This contract entered into this 5th day of **March, 2020** by and between **Watauga County Solid Waste and Recycling**, hereinafter called the Client, and McGill Associates, PA;

Witnesseth that: Whereas, the Client desires to engage McGill Associates to provide consulting services; and, Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and, Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth. Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Contract Proposal "Scope of Services" of this Agreement, hereinafter called services. Fees for additional services will be negotiated with the Client prior to proceeding with the work.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Contract Proposal "Basis of Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted expertise McGill Associates may employ such services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with fifteen (15) days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000 whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any

documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Contract Proposal "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates. Furthermore, McGill agrees to indemnify, defend and hold the Client harmless from any claims brought against the Client as a result of McGill's work.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:
1. Contract Proposal including Scope of Services and Basis of Compensation.

Client: Watauga County Solid Waste and Recycling

Authorized Signature:

Print Name: Rex Buck

Title: Operations Service Manager

Address: 336 Landfill Road
Boone, North Carolina 28607

McGill Associates, P.A.



Print Name: Mark Cathey, PE

Title: Asheville Office Manager

Address: 55 Broad Street
Asheville, North Carolina 28801

BASIC FEE SCHEDULE

JANUARY 2020

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.



March 5, 2020

Mr. Rex Buck
Operation Services Manager
Watauga County Solid Waste and Recycling
336 Landfill Road
Boone, North Carolina 28607

RE: Proposal for Additional Services
Innovation Drive Improvements
Watauga County, North Carolina

Dear Rex,

McGill Associates is pleased to provide this proposal of additional services to assist Watauga County with improvements to Innovation Drive as a means of alternative access to the landfill.

The below proposed scope provides final design, bidding, and construction services through project completion.

SCOPE OF SERVICES

Boundary Survey and Plats

1. Perform property boundary surveying for four (4) parcels affected by proposed improvements tied to established survey control. This will only include property lines directly affected by the new right of way. Full boundary survey for all property lines will not be required or provided.
2. Prepare plats as necessary for establishment of new NCDOT right of way or property transfers as part of the Innovation Drive Improvements.

Design and Permitting

1. Perform site visit with design team to review existing conditions and to meet with NCDOT, Watauga County, and adjacent property owners.
2. Review existing conditions against NCDOT roadway requirements for developing schematic improvement plan to existing portions of Innovation Drive, as well as new portions which will connect to Landfill Road.
3. Provide existing asphalt cores in the existing Innovation Drive roadway to review base stone, binder, and surface course thicknesses.
4. Meet with NCDOT, Watauga County, and adjacent property owners to review scope of improvements for approval prior to final permit drawing development.

Rex Buck, Operation Services Manager
March 5, 2020
Page 2 of 5

5. Prepare permit drawings including existing conditions/demolition plan, roadway layout plan, detailed grading and erosion control plan, storm drainage plan, roadway profiles and cross sections and standard details. Drawings will be created utilizing AutoCAD Civil3D, which has been confirmed with NCDOT District Engineer Ivan Dishman.
6. Submit permit drawings and supporting documentation to NCDOT.
7. Revise drawings per comments received from NCDOT and re-submit for bidding approval.
8. Prepare bid package with technical specifications.

Bidding and Award

1. Consult with County staff regarding bid and award dates and any other specific bidding conditions.
2. The project will be bid publicly by formal electronic bid. McGill Associates will assist with advertisement in local publication(s) and with construction trade organizations as required, as well as will list projects on McGill's Quest site for tracking of information and distributing addenda throughout the process.
3. Attend pre-bid conference at the project site to review the project with prospective bidders. Prepare Pre-Bid conference minutes and distribute to attendees.
4. Prepare and distribute addenda as necessary based on written questions from prospective bidders.
5. Attend bid opening.
6. Assist in evaluation of bids, including preparation of a recommendation for award of project.
7. Prepare final contract documents and coordinate execution and notice to proceed with selected Contractor.

Construction Administration and Observation

1. Schedule and conduct a pre-construction meeting with Owner, Contractor, and construction materials testing firm for project kick-off.
2. Conduct monthly progress on-site meetings to review construction progress, address any construction issues, and review proposed future work. Meetings will be attended by Design Engineer and Construction Field Representative.

Rex Buck, Operation Services Manager
 March 5, 2020
 Page 3 of 5

3. Provide on-site construction observation (1 visit per week for 3-month construction duration) to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications.
4. Review construction materials testing reports provided by 3rd party testing firm hired by the County.
5. Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data that the site contractor is required to submit.
6. Address questions from the contractor during the construction process.
7. Review monthly pay requests and any proposed change orders. Make recommendation of payment to Owner.
8. Schedule and conduct initial closeout walkthrough with County, contractor, and permit authorities to develop final punch list.
9. Schedule and conduct final closeout walkthrough with County, contractor, and permit authorities to verify completion of punch list.
10. Submit final contract closeout documents with County with final application for payment.
11. Prepare Record Drawings based on contractor-furnished "as-built" drawings.

BASIS OF COMPENSATION

We anticipate providing the above efforts with the following fees:

- Boundary Survey and Plats (lump sum)	\$ 8,200.00
- Design and Permitting (lump sum)	\$29,500.00
- Bidding and Award (hourly, estimate)	\$ 8,500.00
- Construction Administration and Observation (hourly, estimate)	<u>\$28,500.00</u>
Total Estimated Fee	\$ 74,700.00

Bidding and Award and Construction Administration and Observation will be billed on an hourly basis using the attached Basic Fee Schedule. Time and expenses will be billed on a monthly basis. Please note that the fee is an estimate only and our actual level of effort is dependent on contractor performance and the County's preference. Final cost could vary based on the level of involvement that may be required to complete the project or to complete tasks requested by the County. In addition, this estimate assumes that projects are completed consecutively not simultaneously, and therefore should oversight of multiple projects overlap there could be some cost savings as only actual time spent will be billed.

ASSUMPTIONS

1. Drawings will be prepared in 24-inches by 36-inches size on McGill Associates title block, unless otherwise requested. For other formats, title block and appropriate fonts will be provided in AutoCAD format to our office.
2. Relocation of existing dry utilities (fiber, power, natural gas, cable, phone, etc.) and coordination with applicable service providers for new dry utilities is not included in the above scope of services.
3. Revisions to the plans that are required due to unknown subsurface conditions encountered during construction (i.e. utilities, storage tanks, etc.) will be considered additional services.
4. Hard copies of plans for distribution to bidders will be billed as a separate reimbursable expense upon request.
5. Advertisement expenses will be billed as a separate reimbursable expense upon request.
6. Our attendance at public meetings, or additional meetings not listed in the above scope, is not included in the above fees and will be billed on an hourly basis in accordance with the attached Basic Fee Schedule.
7. Construction materials testing (CMT) services are not included in this scope of services. We recommend budgeting \$5,000.00.
8. No environmental reviews or assessments are included in this scope of services.
9. Changes required due to contractor error will be considered additional cost services.
10. Services for tasks other than those specifically detailed above are not included in the above fees.

Rex Buck, Operation Services Manager
March 5, 2020
Page 5 of 5

If the above is acceptable to you, please provide appropriate signature below and return one (1) copy to us. The consulting services agreement that was previously signed and Basic Fee Schedule included with the original proposal will continue to apply. We appreciate your consideration for our services and look forward to working with you. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,
McGILL ASSOCIATES, P.A.



MARK D. CATHEY, PE
Asheville Office Manager

ACCEPTED:

NAME	TITLE	DATE

CC: Scott Burwell, PE, McGill Associates, P.A. (via email)
Adam Waldroup, EI, McGill Associates, P.A. (via email)

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March 5, 2020

Mr. Rex Buck
 Operation Services Manager
 Watauga County Solid Waste and Recycling
 336 Landfill Road
 Boone, North Carolina 28607

RE: Proposal for Engineering Services
 Sediment Basin Improvements
 Watauga County, North Carolina

Dear Rex,

McGill Associates is pleased to provide this proposal to assist Watauga County with improvements to the existing sediment basin as outlined in our recently completed Master Plan.

PROJECT UNDERSTANDING

The existing sediment basin located directly north of the existing convenience center is in need of immediate repair. The basin is designed to capture sediment-laden runoff and release it in a controlled manner via a riser and barrel pipe. An emergency spillway is also used to safely pass the inflow of stormwater through the pond in the event that the capacity of the riser is exceeded. However, the riser and barrel, which is the primary means of discharge, has been removed or damaged during sediment removal from the basin. If this is not repaired, a failure could occur, which could result in significant damage to the neighboring parcel to the west. Lastly, due to the excessive amount of stormwater now passing through the emergency spillway, severe scouring and erosion issues have occurred and impacts of the pond have extended beyond County owned property. Easements from adjacent property owner will likely be required to perform the recommended improvements.

Please see below the proposed scope of services.

SCOPE OF SERVICES

Supplemental Survey

1. Provide additional topographic surveying efforts or survey shots for existing infrastructure on an as needed basis as determined during schematic design. For the purposes of this proposal, McGill will assume two (2) days of field time for a survey crew and office time for incorporating survey data into existing landfill survey information. Private utility locates can also be provided.

Geotechnical Engineering Evaluation

1. Please refer to the CVET proposal dated January 29, 2020.

Preliminary Investigation

1. Perform site visit to review existing conditions and possible alternate locations for basins if needed.
2. Review geotechnical results.
3. Perform Hydrologic and Hydraulic evaluations for the drainage area characteristics and requirements for capacity to meet current NCDEQ Land Quality Standards. This will include preliminary volumes and riser / barrel sizing, as well as outlet protection sizing.

Design and Permitting

1. Prepare schematic grading plan based on Hydrologic and Hydraulic results from Preliminary Investigation phase for review and approval by Owner.
2. Prepare detailed grading plan and erosion control plan. This will include temporary measures or basins that will route current flows during construction to allow for construction of a new embankment and outlet structure. Detailed grading plan will include soil removal limits and temporary stockpile.
3. Prepare erosion control permit documents for submittal to NCDEQ.
4. Revise permit documents per review comments received and resubmit.
5. Prepare Construction Documents, which will include existing conditions / demolition plan, grading and erosion control plan, drainage plan, and cross sections.
6. Prepare Bid Documents and technical specifications.

Bidding and Award

1. Consult with County staff regarding bid and award dates and any other specific bidding conditions.
2. The project will be bid publicly by formal electronic bid. McGill Associates will assist with advertisement in local publication(s) and with construction trade organizations as required, as well as will list projects on McGill's Quest site for tracking of information and distributing addenda throughout the process.
3. Attend pre-bid conference at the project site to review the project with prospective bidders. Prepare Pre-Bid conference minutes and distribute to attendees.
4. Prepare and distribute addenda as necessary based on written questions from prospective bidders.
5. Attend bid opening.

Rex Buck, Operation Services Manager
March 5, 2020
Page 3 of 5

6. Assist in evaluation of bids, including preparation of a recommendation for award of project.
7. Prepare final contract documents and coordinate execution and notice to proceed with selected Contractor.

Construction Administration and Observation

1. Schedule and conduct a pre-construction meeting with Owner, Contractor, and construction materials testing firm for project kick-off.
2. Provide on-site construction observation (1 visit per week for a 4-month construction duration) to observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the plans and specifications.
3. Review construction materials testing reports.
4. Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data that the site contractor is required to submit.
5. Address questions from the contractor during the construction process.
6. Review monthly pay requests and any proposed change orders. Make recommendation of payment to County.
7. Schedule and conduct initial closeout walkthrough with County, contractor, and permit authorities to develop final punch list.
8. Schedule and conduct final closeout walkthrough with County, contractor, and permit authorities to verify completion of punch list.
9. Submit final contract closeout documents with County with final application for payment.

BASIS OF COMPENSATION

We anticipate providing the above efforts with the following fees:

- Supplemental Survey (hourly)	\$ 2,500.00
- Geotechnical Engineering Evaluation (CVET)	\$ 8,360.00
- Preliminary Investigation (lump sum)	\$ 5,000.00
- Design and Permitting (lump sum)	\$21,000.00
- Bidding and Award (hourly, estimate)	\$ 6,800.00
- Construction Administration and Observation (hourly, estimate)	<u>\$17,500.00</u>
Total Estimated Fee	\$61,160.00

Supplemental Survey, Bidding and Award, and Construction Administration and Observation will be billed on an hourly basis using the attached Basic Fee Schedule. Time and expenses will be billed on a monthly basis. Please note that the fee is an estimate only and our actual level of effort is dependent on contractor performance and the County's preference. Final cost could vary based on the level of involvement that may be required to complete the project or to complete tasks requested by the County. In addition, this estimate assumes that projects are completed consecutively not simultaneously, and therefore should oversight of multiple projects overlap there could be some cost savings as only actual time spent will be billed.

ASSUMPTIONS

1. Drawings will be prepared in 24-inches by 36-inches size on McGill Associates title block, unless otherwise requested. For other formats, title block and appropriate fonts will be provided in AutoCAD format to our office.
2. Relocation of existing dry utilities (fiber, power, natural gas, cable, phone, etc.) and coordination with applicable service providers for new dry utilities is not included in the above scope of services.
3. Revisions to the plans that are required due to unknown subsurface conditions encountered during construction (i.e. utilities, storage tanks, etc.) will be considered additional services.
4. Hard copies of plans for distribution to bidders will be billed as a separate reimbursable expense upon request.
5. Our attendance at public meetings, or additional meetings not listed in the above scope, is not included in the above fees and will be billed on an hourly basis in accordance with the attached Basic Fee Schedule.
6. Construction materials testing (CMT) services are not included in this scope of services. We recommend a budget of \$6,000.00.

Rex Buck, Operation Services Manager
March 5, 2020
Page 5 of 5

7. No environmental reviews or assessments are included in this scope of services.
8. Changes required due to contractor error will be considered additional cost services.
9. Services for tasks other than those specifically detailed above are not included in the above fees.

We appreciate your consideration for our services and look forward to working with you. If the above is acceptable to you, please sign and return one (1) copy of the attached Consulting Services Agreement to us. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,
McGILL ASSOCIATES, P.A.



MARK D. CATHEY, PE
Asheville Office Manager

Attachments: Consulting Services Agreement
Basic Fee Schedule
CVET Proposal

CC: Scott Burwell, PE, McGill Associates, P.A. (via email)
Adam Waldroup, EI, McGill Associates, P.A. (via email)

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CONSULTING SERVICES AGREEMENT

This contract entered into this 5th day of March, 2020 by and between Watauga County Solid Waste and Recycling, hereinafter called the Client, and McGill Associates, PA;

Witnesseth that: Whereas, the Client desires to engage McGill Associates to provide consulting services; and, Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and, Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth. Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Contract Proposal "Scope of Services" of this Agreement, hereinafter called services. Fees for additional services will be negotiated with the Client prior to proceeding with the work.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Contract Proposal "Basis of Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted expertise McGill Associates may employ such services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with fifteen (15) days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000 whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any

documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Contract Proposal "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates. Furthermore, McGill agrees to indemnify, defend and hold the Client harmless from any claims brought against the Client as a result of McGill's work.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:
1. Contract Proposal including Scope of Services and Basis of Compensation.

Client: Watauga County Solid Waste and Recycling

Authorized Signature:

Print Name: Rex Buck

Title: Operations Service Manager

Address: 336 Landfill Road
Boone, North Carolina 28607

McGill Associates, P.A.



Print Name: Mark Cathey, PE

Title: Asheville Office Manager

Address: 55 Broad Street
Asheville, North Carolina 28801

January 29, 2020



PO Box 747
Hickory, NC 28603

161 Lenoir Rhyne Blvd.
SE
Hickory, NC 28602

828 578 9972 O
828 322 1801 F

NC Firm No. C-3833
SC Firm No. 5201

Mr. Rex Buck
Operations Service Director
Watauga County
814 W. King Street
Boone, North Carolina 28607

C/O Mr. Adam Waldroup
Adam.waldroup@mcgillassociates.com

RE: Proposal for Subsurface Exploration and
Geotechnical Engineering Evaluation
Watauga County Landfill – Dam Rehabilitation
Landfill Road
Boone, Watauga County, North Carolina
Proposal Number: 20-031P

Dear Mr. Buck:

As requested by McGill Associates, P.A., Catawba Valley Engineering and Testing, P.C. (CVET) is pleased to provide this proposal to perform a subsurface exploration and geotechnical engineering evaluation for remedial repairs of the Watauga County Landfill Dam located along Landfill Road in Boone, North Carolina.

GENERAL PROJECT INFORMATION

This project will consist of the evaluation of subsurface soil conditions to aid in the remedial repairs of the existing Watauga County Landfill Dam.

SCOPE OF SERVICES

CVET will drill a total of five (5) soil test borings and install two (2) temporary piezometers.

Three (3) of the soil test borings will be extended along the crest of the dam, one (1) soil test borings will be extended at the base of the down gradient toe slope, and the remaining one (1) boring will be extended in proximity to the dam. The borings will be extended to depths of approximately 50 feet below existing site grades. A total of two (2) temporary piezometers will be installed to determine the static water table.

Geotechnical Engineering
Environmental Services
CMT/Special Inspections

Total linear footage for the five (5) soil test borings is approximately 250 feet. All borings will penetrate any existing fill soils and will extend to competent residual soil. We will contact North Carolina One Call to mark the location of existing utilities on the subject property. Utilities not able to be located by North Carolina One Call will be the responsibility of the owner. The proposed borings will be marked in the field by CVET personnel utilizing existing site features. Concrete and/or bedrock coring are not planned for this project.

The borings will be drilled using hollow stem auger drilling methods by a track mounted drill rig. Alternatively, cone penetration testing (CPT) may also be utilized to evaluate the subsurface conditions within the dam embankment. The client will be contacted should boring depths need to be increased.

Standard Penetration Test (SPT) sampling will be performed in general accordance with ASTM D1586. Split-spoon samples will be obtained at approximately 2.5 foot intervals within the upper 10 feet of the test boring, and at approximately 5.0 foot intervals thereafter. The boreholes will be checked for groundwater upon completion of drilling and possibly 24 hours after completion of the drilling (if we are still on site), and all holes will be backfilled with soil cuttings prior to demobilization from the site.

After completion of the field exploration, the soil samples will be returned to the laboratory in air tight containers and visually classified in general accordance with the Unified Classification System (ASTM D2487). If deemed necessary, selected SPT samples will be tested for natural moisture content (ASTM D2216), Grain Size Analysis (ASTM D422) and Atterberg Limits (ASTM D4318).

The conditions encountered by the borings and the results of the laboratory testing will be evaluated by a geotechnical engineer and recommendations for design and construction of the project will be developed. Our geotechnical recommendations will be presented in an engineering report that will address the following items:

1. Site conditions, including geologic information, and site features.
2. Description of the field exploration and the laboratory tests performed.
3. Final logs of the soil borings and records of field explorations in accordance with standard practice of soil mechanics and foundation engineers.
4. Boring location plan and subsurface profile.
5. Results of laboratory testing performed.
6. Evaluation of the on-site soil characteristics encountered in the test borings with respect to design and construction of the project. We propose to address the following items:
 - a. Encountered site soils
 - b. Groundwater conditions

- c. Site Preparation recommendations
- d. Earthwork recommendations
- e. Permanent site slope recommendations

At the time of this proposal we have assumed that NC dam safety will not be involved and that repairs to the dam. At the time of this proposal we have not included obtaining soil samples for strength parameter testing or slope stability analyses of the dam.

Electronic copies of the engineering report will be submitted, unless otherwise requested.

COST FOR SERVICES

We propose to perform the Geotechnical Engineering Evaluation for a lump sum fee of **\$7,000.00**. This fee includes field exploration, laboratory testing, and preparation of the Geotechnical Engineering Report. Limited hand clearing appears to be necessary to access some of the proposed boring locations. We will invoice our clearing services on a unit rate basis of \$150.00/hour with an anticipated duration no more than 4 hours.

If additional work is required due to unexpected conditions encountered during our field study, or because of a request for additional services, they will be invoiced on a unit rate basis. Prior to modifying or expanding the agreed scope of work, your authorization for changes in the scope of services, cost, and schedule will be required. If additional drilling footage is necessary the additional footage will be invoiced at a unit rate of \$12.00 per foot. CVET can provide private utility location services, if requested, at an additional charge of \$1,000.00.

BILLING CONDITIONS

Invoices will be issued upon completion of our services. We request that payment be rendered upon receipt of the invoice. CVET reserves the right to assess a finance charge of 1.0% per month on the outstanding balance over 30 days. CVET also reserves the right to withhold final certifications until outstanding balances have been paid in full.

SCHEDULE

If authorized to proceed and based on our current schedule, we expect that field work will be performed (weather permitting) within 7 business days. Our final written

Watauga County Landfill Dam
Boone, Watauga County, North Carolina
CVET Proposal No.: 20-031P
Page 4

Geotechnical Engineering Evaluation will be submitted within two (2) weeks after completion of the field work.

ACCEPTANCE

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the proposal acceptance form attached. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Sincerely,

CATAWBA VALLEY ENGINEERING & TESTING, P.C.

Cody Dobbins, EI
Project Manager

Attachments: Proposal Acceptance Form

PROPOSAL ACCEPTANCE FORM

CLIENT and Catawba Valley Engineering and Testing (CVET) agree to the above proposal.

Representative – CVET/Date

Representative – CLIENT/Date

PROJECT INFORMATION

Project Name: _____
Project Contact: _____
Project Address: _____

INVOICING INFORMATION

Contact Name: _____
Company Name: _____
Billing Address: _____

Telephone Number: _____
Fax Number: _____
E-mail Address: _____

Purchase Order/Subcontract No: _____

Special Conditions: _____

BASIC FEE SCHEDULE

JANUARY 2020

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$225			
Principal – Regional Manager – Director	\$190	\$205	\$210	\$215
Practice Area Lead	\$160	\$170	\$195	\$210
Senior Project Manager	\$170	\$185	\$195	\$200
Project Manager	\$155	\$165	\$175	\$180
Project Engineer	\$110	\$125	\$140	\$145
Engineering Associate	\$95	\$100	\$110	\$115
Planner- Consultant – Designer	\$100	\$115	\$135	\$150
Engineering Technician	\$90	\$105	\$115	\$120
CAD Operator – GIS Analyst	\$80	\$85	\$95	\$100
Construction Services Manager	\$130	\$145	\$155	\$160
Construction Administrator	\$95	\$110	\$120	\$125
Construction Field Representative	\$85	\$90	\$95	\$100
Environmental Specialist	\$85	\$95	\$100	\$105
Surveyor	\$90	\$95	\$100	\$105
Surveying Associate	\$70	\$75	\$80	\$85
Survey Technician	\$75	\$80	\$85	\$90
Survey Field Technician	\$60	\$65	\$70	\$75
Administrative Assistant	\$70	\$75	\$80	\$85

1. EXPENSES

- a. Mileage - \$0.65/mile
- b. Robotics/GPS Equipment - \$25/hr.
- c. Survey Drone - \$100/hr.
- d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. ASSOCIATED SERVICES -

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

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AGENDA ITEM 7:

SANITATION MATTERS

B. Feasibility Study Regarding Organic Materials Management

MANAGER’S COMMENTS:

Mr. Buck will present a proposal with Baker Advisors to conduct a feasibility study to determine the best management policy regarding organic materials. This issue was discussed at the annual retreat and Board direction was for staff to engage Baker Advisors to conduct the study.

Baker Advisors proposal in the amount of \$17,300 would examine 1) County Operated Local Retail Market Option; 2) County Operated Wholesale Market Option; and 3) Third-party Operation Option.

Adequate funds have been budgeted to cover the expense. Board approval is required to engage Baker Advisors in the amount of \$17,300 to conduct the study as presented.

MEMO

SANITATION

March 10, 2020

To: Deron Geouque, County Manager
From: Rex Buck, Operations Services Director

Subject: Capital Expenditure Request

Enclosed is Baker Advisors proposals for evaluating the feasibility of a County operated composting facility as discussed at the Watauga County Board of County Commissioners' Annual Board Retreat.

The proposal is designed to identify the most cost effective method for managing organic materials currently being accepted at the County's Solid Waste facility.

Attached proposal will evaluate the following:

- County Operated Local Retail Market Option
- County Operated Wholesale Market Option
- Third-party Operation Option

Upon approval, Staff requests authorization to issue Notice-to-Proceed to Baker Advisors to begin performing requested consulting services.

Please see enclosed quote and let me know if you have questions.

Thank you for your careful consideration.

PROPOSAL

SUBJECT: Increasing Recycling in Watauga County
 North Carolina.

 Phase II Organics Recycling

DATE: March 7, 2020

PREPARED FOR: Rex Buck, Solid Waste and Recycling Director



BACKGROUND

Watauga County has a desire to increase their recycling efforts and save the cost associated with the disposal of landfill material that could be recycled and re-purposed. Watauga County asked Baker Advisors to evaluate recycling generally and as a first effort to evaluate the organics waste stream for opportunities.

In Q4, 2019 Watauga County evaluated a Baker Advisors Phase I study dated November 2019 with the following recommendations:

- Evaluate composting on site
 - Evaluate the possibilities of third-party contracting proposals
 - Evaluate a self-run composting site
 - Could offer food waste composting
- Continue to produce recycled products on site that presently moves approximately 1000 tons per year. Evaluate hauling the balance of 3500 annual tons of single ground material to composters in the area with the potential of saving cost.

The County Commission met in February 2020 and authorized proceeding with those recommendations with the following emphasis:

- For on site composting look at the potential of voluntary food waste recycling or other sources of high nitrogen organic waste such as chicken litter
- Develop cost and capital estimates including a siting and a staffing analysis
- Develop cash flow proforma costs to all the options above

PROCESS & DELIVERABLES

Project Participants

This is a teaming proposal with Randall Baker of Baker Advisors (BA) acting as a lead and Craig Coker of Coker Composting and Consulting (CC&C) acting as an expert on organic composting. BA will coordinate the activities and be the contracting party with CC&C acting as a named subcontractor.

Project Timeframe

It is estimated the following tasks could be completed within 90 days after authorization to proceed.

Kickoff Meeting

Randall Baker and Craig Coker will meet with County staff to initiate the project, provide an initial Request for Information (to be used in subsequent tasks) and to tour the sites under consideration by the County for composting.

Deliverables Option 1 – continue to produce value added products for county resident consumption and haul off the balance.

Task 1A. – Develop Cost Estimate and Plan

Contact potential interested parties previously identified in the initial BA findings. This contact by BA will be on behalf of Watauga County to assess interest and estimate tipping fee costs with the receipt of single ground material to be used in off-site composting

Produce a cash flow proforma estimate including transportation costs

The deliverable from the tasks in Option 1 will be a memorandum summarizing all work, with detailed information provided in an Appendix.

Deliverables Option 2 – A county operated composting facility

Task 2A - Develop Process Design – Onsite Composting

Develop an appropriate process design for feedstock preparation and composting, curing, screening, and product preparation at one of the sites under consideration by the County based on estimated annual tonnage of 4,500 tons/year of woody residuals (mostly clearing debris) plus an estimated 500-

1,000 tons/year of high nitrogen debris streams such as food wastes and chicken litter. Develop the process design using the CC&C Recipe Model and Sizing Model.

Composting process design will be based on a mass-based composting recipe for the feedstocks, and on the generally-accepted design criteria of: C:N ratio between 20:1 and 30:1, moisture content between 50% and 55%, free air space between 40% and 60% and volatile solids greater than 80%. Laboratory data will be used from other CC&C projects for feedstock characteristics. The Sizing Model will be run for both turned windrow and aerated static pile composting. The process design will include estimates of any needed irrigation water to maintain desired moisture levels. This process design will also include a volume-based materials balance and process flow diagrams.

Task 2B- Identify sources of high nitrogen feedstock

This task will identify capturable sources of high nitrogen wastes and the means, methods, and costs to procure and transport food wastes to the County's site.

Task 2B - Food Waste

Review Appalachian State University Study and other relevant published work

Produce a market study of institutional, grocery store, and restaurant stores to develop a reasonable first step plan for a voluntary food waste recycling program using a third-party hauler. Watauga County will supply records with volumes from commercial customers as a base of research for this task.

Task 2B – Chicken litter and other sources of nitrogen

Evaluate County Agricultural Extension data and other publicly available information to estimate sources of high nitrogen feedstock.

Task 2C - Evaluate Alternative Composting Approaches

Based on the Sizing Model results from Task 2A & B, evaluate several alternative composting approaches that are suitable for a mix of vegetative debris and food wastes. The alternatives to be considered will include:

- Turned windrow using front-end loaders for turning
- Turned windrow using a straddle windrow turner
- Individual aerated static piles (positive aeration with biocover)
- Extended aerated static piles (positive aeration with biocover)

These alternatives will be evaluated based on footprint needs, site(s) capacity, order-of-magnitude costs to implement and operate, and prevalence in the composting industry (with specific site examples County staff might wish to

visit).

Task 2D - Develop Site Layout – On Site Composting

Develop a scaled site layout in either AutoCAD or ArcMap GIS models with new layers showing scaled layouts for the various manufacturing steps. Watauga County will provide through McGill Associates, property and topographic electronic data for the site in AutoCAD format; if not available, GIS data will be sought from Watauga County to make the scaled map.

This task will not include any site development engineering nor the preparation of biddable construction drawings. These will fall under other engineering scopes.

Task 2E- Develop Capital and Operating Cost Estimates

Capital cost estimates will be prepared on a facility plan level-of-accuracy (i.e. +50%/-30%) with adequate contingencies, and will include costs for site design and permitting, site development and infrastructure, leachate and storm water runoff management, and mobile equipment to be purchased for use (if any). Processing area pad alternatives to be evaluated will include crushed recycled concrete (RC-6), or compacted aggregate. Leachate and storm water runoff management will be based on bioretention pond, with level spreader and infiltration area, or on a wet retention pond with spray irrigation of runoff not recycled into the composting process.

Operating cost estimates will include labor, fuel, electricity and maintenance. Watauga County will supply information on County equipment owned that will be used in composting, machine rates for that equipment and labor costs (including fringe benefits) for staff.

A set of monthly cash flow pro formas will be developed. These are based on CC&C excel spreadsheet monthly revenue/expense models, projecting out three (3) years. Watauga County will provide estimates of revenues from tipping fees and from food waste collection revenues. From this input, estimates of the quantity of compost to be sold and the expected revenue from said sales will be calculated.

The above scope of work does not include any work in the preparation and submission of any local or state permitting documents nor any work in the design of any engineered features needed for the development or operation of the composting facility (i.e. site grading/pad development, storm water management ponds, etc.). It does not include a market study of compost product markets which should be held until a later phase.

The deliverable from all tasks under Option 2 will be a memorandum summarizing all work, with detailed information provided in an Appendix

Option 3 – A third party operated composting facility on a Watauga County Site

Evaluate the potential of third-party composters using Watauga property and scale-house infrastructure. The recommended structure is typically for the third party to pay Watauga a per ton fee for each organic ton tipped at Watauga. This in trade for use of the facility by the third party. The third party would take title to the in-process material after passing the inbound scales. The third party company would supply the means of production (equipment and labor) and be responsible for selling the compost product produced from recycled material tipped at Watauga.

The results of Tasks from 2A – 2E will be used to evaluate the potential of outside third-party contractors

Task 3A – Third Party – Onsite Concepts / Case Studies

Produce case studies of like facilities in the region. The case study would include best practices, lessons learned and contract structures

Task 3B

Produce a proforma cost both capital and expected cash flows.

Task 3C

Produce an outline structure for a contract and RFP / RFQ to accomplish the above option. This to evaluate the impact on the County to manage such a process.

This scope does not include a detailed RFQ / RFP document or site design. These would need to be developed as an additional step at a later time.

The deliverable from all tasks under Option 3 will be a memorandum summarizing all work, with detailed information provided in an Appendix

Project Conclusions Meeting

Craig Coker and Randall Baker will meet with Watauga County to present findings and the written results.

COMMERCIAL CONSIDERATIONS

The fees as follows plus all related travel expenses billed at cost using the Watauga County travel policy.

Please find the attached contract which references this proposal.

A fixed price fee of \$17,300 for all scope will be invoiced in progress payments.

Progress will be invoiced monthly on a percentage of completion. The final invoice will be due upon presentation of all written findings. Travel expenses will be billed monthly.

Coker Composting and Consulting will be a named subcontractor to Baker Advisors under this contract.

.

RANDALL BAKER



Randall is the owner of Baker Advisors. Prior to founding this firm, he accumulated thirty-five years' experience in business ownership & general management managing both large and small businesses.

Randall applies his leadership skills in organizational and management consulting. He specializes in businesses that serve the solid waste, construction and energy industry. A list of his clients include ABB, Westinghouse, Egger Wood Products, A1 Sandrock, Powell Industries, Rising Edge Technologies, Turner Construction, and Delta Plc.

Randall's most recent position, prior to Baker Advisors, was as a co-owner of Abbey Green, the only stand-alone Construction and Demolition (C&D) recycler in the state of North Carolina. This 40 acre facility is known within the region, because of the innovation of its recycling techniques and products. Abbey Green has won community awards for its role as a "second chance" employer.

Randall worked as a consultant with the Hayes Group International, where he led their Merger and Acquisition activities, in partnership with HayesNovus. During integration, he managed a number of factories after completing transactions on behalf of HayesNovus clients. Randall began his career with Westinghouse Electric Corporation and his responsibilities with Westinghouse and ABB (after the acquisition) included assignments in engineering, sales and marketing, field service, project, engineering, manufacturing management, and product development. Several of his businesses he transformed from loss positions to profitability. Randall left as a Senior Vice President and served on the group board which oversaw 2B\$ of project related activities.

Randall is a Professional Engineer. He has a B.S. in Electrical Engineering from Texas A&M and has completed executive development programs at both Wharton Executive School of Management and Duke University Fuqua School of Business.

CRAIG COKER



Craig is the owner of Coker Composting and Consulting. Craig has over 42 years' experience in the planning, permitting, design, construction and operation of organics recycling facilities processing animal manures, animal mortalities, food wastes, biosolids, yard trimmings and source-separated organic solid wastes, as well as in the marketing, sales and usage of compost and compost-amended horticultural products. He was trained as both a sanitary engineer and an environmental scientist. He has experience with windrow composting, aerated static pile composting, aerated composting bins, and in-vessel systems, as well as in anaerobic digestion.

Craig is a licensed Virginia Class 2 Waste Management Facility Operator, a certified Virginia Nutrient Management Planner (both Agriculture and Turf/Landscape) and a USCC/SWANA Certified Compost Systems Manager. He holds an undergraduate degree in Environmental Science from the University of Virginia and a graduate degree in Sanitary Engineering from George Washington University.

Craig is also a Contributing Editor to BioCycle magazine. Mr. Coker's recent project experience includes:

- Collection/Diversion Programs**
- Organics Recycling Business/Facility Plans**
- Facility Design**
- Nutrient Management Plans**
- Odor Evaluations**
- Operations Evaluations**
- Permitting – Air, Storm Water, Waste Management**
- Siting Evaluations**
- Renewable Energy/Anaerobic Digestion**

His resume and a complete list of his projects can be viewed on his website <http://www.cokercompost.com/projects.html>.

Prior to working as an independent consultant, Craig was employed by NCDEQ as the first organics recycling coordinator in NC, developed and operated a farm-based composting facility in Buncombe County NC, developed an in-vessel composting system for poultry mortalities in Wilkes County, NC and was Chief Engineer for a NC-based biosolids composter.

Watauga County, North Carolina Services Agreement

THIS Services Agreement (the "Agreement") made on March _____, 2020, by and between, Baker Advisors, Inc., a North Carolina corporation, located at 2806 Reynolda Rd. #241 Winston Salem, NC 27106, hereinafter referred to as "Baker Advisors", and Watauga County., a North Carolina body politic with its county office located at 814 W King St, Boone, NC 28607, hereinafter referred to as "the Client".

WHEREAS, The Client has a desire to increase their recycling efforts and save the cost associated with the disposal of landfill material that could be recycled and re-purposed

And the Client desires to engage the services of Baker Advisors to perform the scope of Client services defined in Section 2 of this Agreement as an independent contractor and not as an employee; and

WHEREAS, Baker Advisors desires to perform the referenced services with support from a named Sub-contractor; Coker Composting and Consulting, Inc, with a company address of 2186 Mountain Pass Rd., Troutville, VA 24175

NOW, THEREFORE, it is agreed as follows:

1. Term. The respective duties and obligations of the contracting parties shall be for a period of four (4) months commencing execution of this Agreement, and may be terminated by either party giving fifteen (15) days written notice to the other party at the addresses stated above or at an address chosen subsequent to the execution of this Agreement and duly communicated to the party giving notice. Baker Advisors will obtain approval to begin the delivery of each deliverable as defined below prior to the beginning of each phase of the project.

2. Scope. The contractual scope includes analytical consulting related to potential with the Client. Baker Advisor's will deliver the following deliverables:

Studies, proformas, results, calculations and written report per the detailed scope in the attached Proposal Phase II Organics Recycling dated March 7, 2020.

Task 1 – Evaluate concepts and costing to complete on site organic products and off site hauling single ground organic material to composters

Task 2 – Evaluate a County owned and operated composting facility

Task 3 – Evaluate an on-site third-party operated composting operation using County infrastructure

3. Services. Baker Advisors shall be available to perform the scope of this Agreement during normal business hours (Monday – Friday) and be available to meet with

management for status meetings at any mutually agreeable times. Baker Advisors shall not represent the Client, its Commission, its Department or any other members of the Client in any transactions or communications nor shall Baker Advisors make claim to do so.

4. Liability. With regard to the Scope to be performed by Baker Advisors and pursuant to Paragraph 2 of this Agreement, Baker Advisors shall not be liable to the Client, or to anyone who may claim any right due to any relationship with the Client, for any acts or omissions in the performance of services on the part of Baker Advisors or on the part of the agents or employees of Baker Advisors, except when said acts or omissions are due to willful misconduct or gross negligence. The Client shall hold Baker Advisors free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the Scope rendered to the Client pursuant to Paragraph 2 of this Agreement or in any way connected with the rendering of services, except when the same shall arise due to willful misconduct or gross negligence of Baker Advisors and is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

5. Compensation. Baker Advisors shall receive from Client for the performance of the services rendered to Client pursuant to the terms of the Agreement:

Fixed price fee for scope in Section 2. - \$17,300.00

Fees will be invoiced monthly on a percentage of progress. The final invoiced will be presented at delivery of the written findings.

In case of termination of work under Section 1 Term, Baker Advisors will be due a pro-rata share of fees based on progress percentage at termination.

In addition, the Client shall reimburse Baker Advisors for any reasonable out of pocket expenses incurred by Baker Advisors and its agents or subcontractors pursuant to the terms of this Agreement. Reimbursable out of pocket expenses will include, but not be limited to, travel related expenses. Baker Advisors and its agents or subcontractors shall be bound by, and shall be entitled to reimbursement of out of pocket expenses in accordance with the Client's normal expense reimbursement policy for its employees.

Baker Advisors invoices will be submitted monthly with all invoices becoming due within fifteen (15) days of presentation of said invoice.

All payments shall be deposited into the bank account of Baker Advisors, Inc.'s election, via ACH transfer or by check to the Baker Advisors' address.

6. Arbitration. Any dispute under this contract shall be required to be resolved by binding arbitration of the parties hereto. Each party shall select one arbitrator and both arbitrators shall select a third. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect. The parties will both share

equally in the cost of the arbitration.

7. **Assignment.** This Agreement may not be assigned without prior notice by either party, and subject to the mutual consent and approval of any such assignment.

8. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, and shall benefit and be binding upon the Parties hereto and their respective agents, affiliates, representatives, successors and assigns.

9. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original.

10. If any provision of this Agreement is found to be invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall, nonetheless remain in full force and effect and no condition or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement contains the entire understanding between the Parties relative to the performance of services and supersedes all prior understanding relative thereto. No changes to any provision of this Agreement shall be binding unless made in writing and signed by both Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on March _____, 2020

For: Watauga County

By: _____ Date _____
Name

It's _____

For: Baker Advisors, Inc.

_____ Date _____
John Randall Baker, Jr.
It's President

AGENDA ITEM 7:**SANITATION MATTERS*****C. Sanitation Capital Expenditure Requests*****MANAGER'S COMMENTS:**

Mr. Buck will request Board approval to purchase up to \$45,433 in solid waste containers from Baker Waste Equipment, Inc. on an as needed basis. These containers are to allow for the County to provide commercial solid waste services. Currently, the program is being tested in the 28607 zip code area with the desire to expand countywide. The County has been successful and thus the need for additional containers. Staff has already received prices for the containers with Baker Waste Equipment being the lowest priced.

Staff requests the Board authorize the expenditure of funds for solid waste containers not to exceed \$45,433 to ensure continued expansion of services.

MEMO

SANITATION

March 10, 2020

To: Deron Geouque, County Manager

From: Rex Buck, Operations Services Director

Subject: Capital Expenditure Request

Staff is requesting a blanket Purchase Order for: **\$45,432.80** with Baker Waste Equipment, Inc. to purchase Solid Waste container on an as needed basis.

Containers will be utilized to fulfill Solid Waste collection service requests.

Please see attached quotes for procurement of New (8) Cubic yard Front-end Load Solid Waste containers:

- Baker Waste Equipment: **\$763.00**
- Wastequip Corporation: **\$796.00**
- EBay Online: **\$790.00**

Upon approval, staff would like authorization to issue Purchase Orders to Baker Waste Equipment, Inc. to purchase containers.

Please see enclosed quotes and let me know if you have question. Thank you for your careful consideration.



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

BAKERS WASTE EQUIPMENT

QUOTATION 031720 BCC Meeting

Quote No.: 38251
Date: 02/25/20
Valid Until: 03/25/20
Customer No.: C02008
Customer Ref. No.:
Page No.: Page 1 of 2

BILL TO
Watauga County Finance 336 landfill road, Donna Watson Boone NC 28607 USA

SHIP TO
Watauga County Sanitation 336 LANDFILL RD 828-264-5305 DONNA WATSON - LAN Boone NC 28607 USA

TOTAL
\$ 45,432.80

Sales Employee: House Acct
Contact Name: DONNA WATSON - LANDFILL
Terms: N30
Ship Via: BWE Transport, LLC
FOB:

Item No.	Description	Unit Price	Quantity	Total
FL8SNB	Front Loader 8yd Slant Notch Back (no Doors) - BWE Machine Tool Gray - Fn011,	\$ 763.00	12.000	\$ 9,156.00
FL8SNB	Front Loader 8yd Slant Notch Back (no Doors) - BWE Baker Green - FN001,	\$ 763.00	24.000	\$ 18,312.00
ROR-30-22(60)	Roll Off 30 cu yd Rect Baker Green - FN001,	\$ 3,773.00	4.000	\$ 15,092.00

We Appreciate Your Interest In BWE Products, And For This Opportunity To Do Business,

Amber M. Bullard
BWE Customer Service
(800) 221-4153 (Toll Free)
(828) 726-3001 (Office)
(828) 726-3010 (Fax)
abullard@bwe-nc.com (Email)
www.bwe-nc.com (Website)

*Lead Time: Approx (4) Weeks After Receipt Of Order - Subject To Change At Time Of Order

*Prices Quoted Are Good For 30 Days From The Date Of The Quote

*Sales Tax Will Be Applied Unless BWE Has A Tax Exempt Certificate On File

*Customer Is Responsible And Liable For Offloading Equipment Upon Delivery Unless Alternate Methods Have Been Arranged Prior To Delivery

Order Terms and Conditions:
Order Confirmation – quotes are confirmed into orders based on customer verbal or written confirmation.



Bakers Waste Equipment, Inc.

1808 Norwood St SW
Lenoir NC 28645
USA

QUOTATION

031720 BCC Meeting
Original

Quote No.: 37173
Date: 10/28/19
Valid Until: 11/28/19
Customer No.: C02008
Customer Ref. No.:
Page No.: Page 1 of 2

BILL TO
Watauga County Finance 336 landfill road, Donna Watson Boone NC 28607 USA

SHIP TO
Watauga County Sanitation 336 LANDFILL RD 828-264-5305 DONNA WATSON - LAN Boone NC 28607 USA

TOTAL
\$ 5,153.89

Sales Employee: House Acct
Contact Name: DONNA WATSON - LANDFILL Ship Via: BWE Transport, LLC
Terms: N30 FOB:

Item No.	Description	Unit Price	Quantity	Total
FL8SNB	Front Loader 8yd Slant Notch Back (no Doors) - BWE	\$ 763.00	6.000	\$ 4,578.00

We Appreciate Your Interest In BWE Products, And For This Opportunity To Do Business,

Amber M. Bullard
BWE Customer Service
(800) 221-4153 (Toll Free)
(828) 726-3001 (Office)
(828) 726-3010 (Fax)
abullard@bwe-nc.com (Email)
www.bwe-nc.com (Website)

*Lead Time: Approx (6) Weeks After Receipt Of Order - Subject To Change At Time Of Order

*Prices Quoted Are Good For 30 Days From The Date Of The Quote

*Sales Tax Will Be Applied Unless BWE Has A Tax Exempt Certificate On File

*Customer Is Responsible And Liable For Offloading Equipment Upon Delivery Unless Alternate Methods Have Been Arranged Prior To Delivery

Order Terms and Conditions:

Order Confirmation – quotes are confirmed into orders based on customer verbal or written confirmation.
ALL INFORMATION CONTAINED IN A CONFIRMED QUOTE WILL BE CONSIDERED CORRECT AND ACCURATE AT THE TIME OF THE ORDER

Purchase Orders are recommended and preferred to confirm an order. The quoted product item, price, quantity, and specifications are also acknowledged at the time the order is confirmed.

Prices will be subject to change based on any subsequent alteration to quantity, product design or specification, logistics, or delivery schedule.

*Order Cancellations – cancelled or revised orders if the order is already in production must be approved by BWE and will be subject to 25% cancelation or change order fee.

*Fees may be higher on custom engineered products.

Payment Terms – method and payment terms are confirmed at time of order. New accounts will be subject to a deposit,

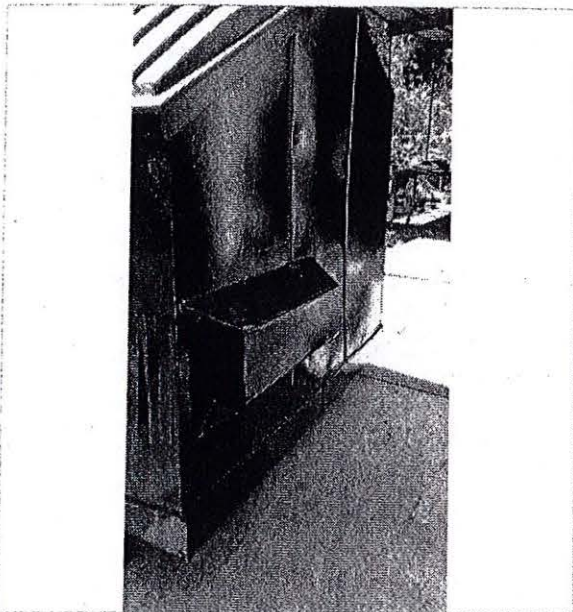
Hi Donna! Daily Deals Brand Outlet Help & Contact Deals you don't want to miss

Sell My eBay



Search for anything All Categories Search

Back to home page | Listed in category: Business & Industrial > Material Handling > Other Material Handling



8 Yard Front Load Dumpster

1 viewed per hour

Condition: Seller refurbished
"Excellent refurbished dumpster"

Quantity: Last lot (5 items per lot) / 4 sold
1 lot available (5 items per lot)

Price: **US \$790.00** Buy It Now

Add to cart

Add to Watchlist

Longtime member No returns 36 watchers

Shipping: Free Local Pickup | See details
Item location: Leesville, Louisiana, United States
Ships to: Local pick-up only

Delivery: Varies

Payments:

PayPal CREDIT

No Interest if paid in full in 6 months on \$99+. [Apply Now](#)
[See terms](#)

Ad Get low mo. payments | Get Instant Funding

Returns: Seller does not accept returns | [See details](#)

Shop with confidence

eBay Money Back Guarantee
Get the item you ordered or your money back. [Learn more](#)

Seller information

recinosrey1 (57)
100% Positive feedback

Save this Seller
Contact seller
See other items



Have one to sell? Sell now

Similar sponsored items 1/2

Feedback or

- | | | | | | |
|--|--|---------------------------------------|--|---|---|
| | | | | | |
| Vestil Aluminum Lite Load Lift w/Winch-20inL x 20inW | 15 yard dumpster | McClain Dumpster. | RAMJET Dumpster. | 2577 ORANGE Self Dumping Hopper, 4000 lb., Orange | Self Dumping Hopper, 4000 lb., Orange G045: |
| \$579.99
+ \$142.46 Shipping
New | \$3,000.00
+ Shipping
Seller 100.0% positive | \$8,500.00
+ Shipping
Pre-owned | \$10,000.00
+ Shipping
Pre-owned | \$728.23
\$850.00
Free shipping
Seller 99.5% positive | \$1,045.42
\$1,083.42
Free shipping
Seller 99.5% positive |

Description Shipping and payments

Seller assumes all responsibility for this listing.
Last updated on Jan 21, 2019 06:30:14 PST View all revisions

eBay item number: 172

Item specifics



621 White's Farm Road, Blacksburg, SC, 29702
WQ-10135109

Sell To:

Contact Name	Donna Watson	Ship To Name	Watauga County Landfill
Bill To Name	Watauga County Landfill	Ship To	336 Landfill Rd
Bill To	336 Landfill Rd Boone, NC 28607 USA		Boone, NC 28607 USA
Email	donna.watson@watgov.org		
Phone	(828) 264-5305		

Quote Information

Salesperson	Rebecca Delander	Created Date	11/7/2019
Salesperson Email	rdelander@wastequip.com	Expiration Date	11/21/2019
Salesperson Phone	(877) 468-9278	Quote Number	WQ-10135109

Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
125535	8 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	Color: Gray	Gray	8.00	\$796.00	\$6,368.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$6,368.00
Shipping Terms	FOB Origin	Shipping	\$350.00
		Tax	\$453.47
		Grand Total	\$7,171.47

Special Instructions

Special Instructions Customer must have way to offload - forklift recommended.

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Signatures

AGENDA ITEM 8:

PROPOSED PROJECT ON AGING HOME CARE POLICY REVISIONS

Ms. Angie Boitnotte, Project on Aging Director, will submit proposed amendments to the agency's operations and policies as required by the NC Division of Health Service Regulation.

Board approval is required to adopt the changes to the Project on Aging Home Care Policy as presented.



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: March 10, 2020

SUBJ: Request for Board of Commissioners' Consideration: Project on Aging Home Care Policy Revisions

The NC Division of Health Service Regulation conducted a survey of our In-Home Aide Program, February 11 – 14, 2020. As a result of the survey, we updated/changed several of our Home Care policies. Board of Commissioner approval is required for the attached policy changes:

1. Administrative Control
2. Client Record Reviews
3. Client Rights and Responsibilities
4. Client Concerns/Complaints
5. Infection Control
6. Job Descriptions
7. Assignment of Personnel
8. Personnel Files
9. Scope of Services
10. Admission of Clients
11. Initial Client Assessment
12. In-Home Aide Services
13. Client Service Plan
14. Service Plan Review
15. Service Records

I plan to be present for discussion and questions.

SUBJECT: ADMINISTRATIVE CONTROL

POLICY

The Project on Aging Director maintains the administrative control and establishes lines of authority for the delegation of responsibility.

PURPOSE

To define Project on Aging staff areas of responsibility.

PROCEDURE

1. The Watauga County Board of Commissioners will assume full legal authority and responsibility for the operation of the agency including primary responsibility for overseeing the management and fiscal affairs of the Agency and appointment of the Agency Director.
2. The Agency Director will be responsible for the administrative management of the Agency. Duties include:
 - a. Ensures that the agency is in compliance with all State and Federal laws.
 - b. Organizes and directs the agency's ongoing functions.
 - c. Completes, maintains, and submits all reports required under State and Federal laws.
 - d. Designates a professional employee to be his/her authorized representative in his/her absence.
 - e. Maintains a current organizational chart to show lines of authority to the client level.
 - f. Clearly identifies and makes public all services provided by the Project on Aging.
 - g. Maintains office facilities which are large enough for staff, adequately equipped and which provide a safe working environment.
 - h. Ensures that the office facilities meet all local and state ordinances and fire regulations.
 - i. Implements and maintains a budgeting and accounting system.
 - j. Maintains ongoing liaison with the Governing Body and staff.
3. The In-Home Aide Supervisor will be responsible for supervision of the In-Home Aide program. The Supervisor is employed on a full-time basis and is available at all times during business hours and participates in all activities relevant to the services provided:
 - a. Participates in developing qualifications and assignments of personnel.
 - b. Ensures quality of client care.

ADMINISTRATIVE CONTROL (continued)

- c. Ensures that services are coordinated.
 - d. Encourages the appropriate use of community resources.
 - e. Ensures that clients receive the proper level of care.
 - f. Ensures appropriate staffing patterns for service delivery.
 - g. Plans for staff development and orientation.
 - h. Ensures that Agency salaried, contracted and volunteer staff complies with Agency policies.
 - i. The In-Home Aide Supervisor is authorized in the absence of the Agency Director to be Acting Administrator in matters concerning the In-Home Aide service.
4. The RN Supervisor will be responsible for supervision of the In-Home Aide Personal Care services. The RN Supervisor participates in the following activities relevant to the services provided:
- a. Participates in developing qualifications and assignments of personnel by observing personal care skills and determining competency.
 - b. Ensures quality of client care.
 - c. Ensures that clients receive the proper level of care.
 - d. Assists with planning for staff development and orientation.
 - e. Ensures that IHA staff complies with Agency policies.
5. In the absence of the RN or the In-home Aide Supervisor, inquiries concerning client care will be referred to the Director ~~or the appropriate senior professional staff member available~~. The Director will contact the RN for issues regarding personal care. The Director will handle staffing issues or issues regarding home management tasks.

12/16 3/20

SUBJECT: ~~QUARTERLY~~ CLIENT RECORD REVIEWS

POLICY

An evaluation of a sample of client service records representing the scope of the agency's program will be reviewed ~~quarterly~~ **every 90 days** by the Agency Director.

PURPOSE

1. To ensure that established policies and procedures are followed in providing home care services.
2. To determine the adequacy of the client's plan of care.
3. To determine the appropriateness of services for the client.
4. To determine the appropriateness of continuing home care services for clients.
5. To evaluate the quality of services provided by the agency.

PROCEDURE

1. The Agency Director is responsible for implementing this review.
2. A sample (minimum of 10 files) of active and closed client records will be reviewed at least ~~quarterly~~ **every 90 days**.
 - a. The service records will be selected based on a random sample of service records for both active and discharged clients.
 - b. The sample will include a representative sample of in-home services provided by the agency.
 - c. A sample of services provided under arrangement (if any) will be included in the review.
3. The review will be conducted by the Agency Director.
4. The review will include:
 - a. Verification that agency policies and federal/state requirements are followed in providing services.
 - b. **A review of complaints received since the last record review to see if patterns exist with certain staff or programs.**
 - c. The agency's services will be evaluated to assure that the quality of service is

~~QUARTERLY~~ CLIENT RECORD REVIEWS (continued)

satisfactory and appropriate for the client.

5. There will be documentation of the evaluation of service records.
 - a. The documentation will include the following at a minimum:
 - 1) The name of the persons carrying out the review.
 - 2) A summary of the findings, recommendations and action taken.
 - 3) A statistical tabulation of data from the records reviewed.
 - b. Documentation of ~~quarterly~~ record reviews will be filed in the Project on Aging's administrative file.

SUBJECT: CLIENT RIGHTS and RESPONSIBILITIES

POLICY

Project on Aging staff shall inform the client of his or her Rights and Responsibilities.

PURPOSE

1. To promote client interests and well being.
2. To ensure that the client's civil rights and liberties are not infringed.

PROCEDURE

1. Each client admitted for Project on Aging service is given a written notice of his/her rights and responsibilities in language that the client can reasonably be expected to understand in advance of care being furnished.
2. At the time of the first visit to the client and prior to providing services to the client, the Project on Aging staff:
 - a. Reviews the Client Rights and Responsibilities form with the client and /or primary caregiver.
 - b. Requests the client to sign a copy of the Client Rights and Responsibilities form. If the client refuses or is unable to sign the Rights and Responsibilities form, the Project on Aging staff member must document this information in the service record.
 - c. Leaves a copy of the Client Rights form with the client.
3. Project on Aging staff member places a signed copy of the Client Rights and Responsibilities form in the client's service record.
4. The Client Rights and Responsibilities form includes the following client rights at a minimum:
 - a. To receive a written statement of services provided by the Project on Aging and of any charges for services the client is liable for paying.
 - b. ~~The right~~ To be informed and participate in the development and future changes in his/her plan of care.
 - c. To receive care and services that are adequate, appropriate, and in compliance with relevant Federal and State laws and rules and regulations.
 - d. To be fully informed, in advance, of any changes in the services to be provided by the Project on Aging.
 - e. ~~The right~~ To voice grievances about his/her care and not be subjected to discrimination or reprisal for doing so.

CLIENT RIGHTS and RESPONSIBILITIES (continued)

- f. To accept or refuse services and to be informed of the consequences of such refusal.
 - g. ~~The right to confidentiality of his records.~~ To have his or her personal and medical records kept confidential and not be disclosed except as permitted or required by applicable State or Federal Law.
 - h. To be treated with respect, consideration, dignity and full recognition of his or her individuality and right to privacy.
 - i. To be free of mental and physical abuse, neglect, and exploitation.
 - j. To be assured that the personnel who provide care are qualified through education and experience, to carry out the services for which they are responsible.
 - k. To be notified of the services to be provided and the schedule of services.
 - l. To formulate advance directives that describe the client's desires relating to his medical care.
 - m. To be informed of the Project on Aging's procedures for discharge.
 - n. To be informed of the agency's on-call services.
 - o. To be informed of supervisory accessibility and availability.
 - p. To receive a reasonable response to his or her requests of the agency.
 - q. To be notified within 10 days when the agency's license has been revoked, suspended, cancelled, annulled, withdrawn, recalled, or amended.
 - r. To be advised of the agency's policies regarding patient responsibilities (2005-276, s. 10.40A(n); 2011-314, s. 6.)
 - s. ~~The right~~ To be assured that personnel who provide care are prohibited from smoking in their home.
5. The agency staff will also provide each client with a telephone number for information, questions, or complaints about services provided by the agency.
 6. Clients are promptly notified of any changes in the services to be furnished or liability for payment.
 7. Clients are given prompt, written information about changes in the Client Rights and Responsibilities form.

11/07 3/20

SUBJECT: CLIENT CONCERNS/COMPLAINTS**POLICY**

The Watauga County Project on Aging staff members encourage clients to express their concerns freely.

PURPOSE

To ensure quality in-home care consistent with the Project on Aging's philosophy.

PROCEDURE

1. The Project on Aging staff will provide each client with a telephone number to report complaints or concerns about services provided by the agency as part of the admission process.
2. Project on Aging staff members will:
 - a. listen to concerns expressed by clients.
 - b. complete the Complaint Record form on all reported complaints.
 - c. relay information regarding expressed client concerns to the In-home Aide Supervisor, **RN Supervisor**, or the Agency Director.
 - d. maintain documentation on every complaint.
 - e. maintain a log on agency complaints in order to identify any patterns.
 - f. address any patterns that exist with agency staff.
3. The Project on Aging will investigate all complaints from clients and/or their families within 72 hours.
 - a. The In-home Aide Supervisor will review all client concern reports and initiate a problem-solving process to deal with the concern or complaint as follows:
 - 1) Notifies Agency Director.
 - 2) Informs the client that the client's concern has been received and is being reviewed.
 - 3) Discusses with the client the exact nature of the concern.
 - 4) Identifies the possible causes of the client concern.
 - 5) Plans and implements an appropriate corrective action.
 - 6) Evaluates the implemented corrective action plan to determine if the client's concern has been alleviated.
 - 7) Informs the client of the corrective action taken to resolve the concern.
 - 8) Documents the concern and the resolution of the complaint in administration records.

CLIENT CONCERNS/COMPLAINTS (continued)

- 9) Records complaint on the complaint log.
4. Problems identified as client concerns/complaints are referred to the Agency Director for consideration as a continuous or special quality management activity.
5. The Project on Aging ~~periodically~~ reviews documentation of client concerns/complaints and their resolution **during the 90 day record review process** to determine if there are any patterns that indicate changes that the agency needs to make in policies or procedures to prevent future concerns/complaints.
6. The Project on Aging will forward all appropriate complaints to the Division of ~~Facility Services~~ **Health Service Regulation (DHSR)** Health Care Personnel Registry according to G.S. 131E-256, ~~Section 1002~~.
7. **The Project on Aging will inform the County Manager of all reports to the Health Care Personnel Registry.**

12/16-3/20

SUBJECT: INFECTION CONTROL

POLICY

The following procedures for the care of clients with infectious and/or contagious diseases will be followed by all in-home staff. Infection control practices will be followed as appropriate.

PURPOSE

1. To control the spread of infection.
2. To protect individuals from transmission of communicable/infectious diseases.

PROCEDURE

1. Project on Aging staff members implement infection control procedures with regard to clients, staff and their environment.
2. In order to serve the client with a communicable disease, there must be adequate facilities in the home to provide care while protecting staff and the client's family.
3. The Project on Aging shall provide employees with appropriate protective equipment which may include, but not be limited to: gloves, gowns or aprons, and masks. (When indicated by the Supervisor in consultation with Appalachian District Health Department nurse.)
4. Precautions for Staff Members:
 - a. Universal Precautions

All hands-on care employees must follow the "Universal Blood and Body Fluid Precautions" developed by the Centers for Disease Control (CDC) and published in 29 CFR Part 1910.1030, Occupational Exposure to Blood Borne Pathogens. The Universal Precautions concept assumes that all blood and blood-contaminated body fluids are potentially infectious.

CDC and the Occupational Safety and Health Administration (OSHA) have also identified other body fluids which are considered potentially infectious and to which Universal Precautions also apply. These are: semen, vaginal secretions, cerebrospinal fluid (CSF), synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and any fluids in which differentiation of body fluid types is difficult or impossible.

INFECTION CONTROL (Continued - page 2)

- b. Project on Aging in-home staff member infection control procedures include, but are not limited to the following:
 - 1) Frequent hand-washing by in-home care employees:
 - a) before and after the provision of direct client care
 - b) before working in the kitchen
 - c) after handling soiled or contaminated materials
 - d) after going to the toilet
 - e) after removing gloves
 - 2) Covering nose and mouth when coughing.
 - 3) Covering open sores or cuts on fingers or hands with clean bandages.
 - 4) Avoid needle sticks and injuries from sharp objects. Do not recap, break or bend needles. Disposable needles and sharps must be placed in puncture-resistant containers for disposal.
 - 5) Appropriate personal protective gear should be worn when contact with blood/body fluids is anticipated:
 - a.) gloves – when touching blood/body fluids, mucous membranes or non-intact skin of patients or when handling items or surfaces soiled with blood/body fluids.
 - b.) gowns – when splashes or soiling with blood/body fluids is likely.
- c. If the same measures are used for anticipated contact with other body fluids not listed specifically by the CDC as potentially infectious for blood-borne pathogens (i.e. sputum, feces, urine, saliva, vomitus, sweat, tears), then transmission of most infectious disease can be avoided.
- d. Workers identified by Watauga County's Exposure Control Plan to be at risk of exposure to blood or blood-contaminated body fluids will be offered the Hepatitis B Vaccine series.

5. Precautions for Clients/Caregivers

~~The spread of infectious diseases to the family or other caregivers can be limited by good personal hygiene principles. Some caregivers may need more information regarding mode of transmission of the causative infectious agent, the infective material requiring special handling, and the proper use of protective clothing if needed. If education or information is needed, the In-home Aide Supervisor will refer the client to Appalachian District Health Department for home health services.~~

a. Enterics:

~~A client who has diarrhea or who has been diagnosed with an enteric pathogen (Salmonella, Shigella, Hepatitis A, etc.) should pay strict attention to hand washing after each bowel movement. Likewise, that client's caregiver should be instructed in the importance of hand washing after cleaning the client and particularly before eating or preparing food. It may be helpful for~~

INFECTION CONTROL (Continued—page 3)

the caregiver to wear gloves if cleaning up the stool of the client or soiled clothes and linen, but not completely necessary if proper hand washing is performed when these tasks are finished. Soiled linens may be washed as usual laundry, but before washing, they should be placed in a plastic bag or separate laundry basket. Decontaminate shared bathrooms with routine hygiene measures. If soiled with stool, the caregiver should take care to clean the spill promptly with soap and water, as well as a disinfectant product. Hand washing should again be instructed after cleaning.

b. Respiratory diseases (tuberculosis, chickenpox, influenza):

A client with tuberculosis will generally have already begun anti-microbial treatment. The caregiver should help insure that the client takes his or her anti-tuberculosis medications as prescribed. To prevent the spread in the household, the client should cover his/her mouth if coughing. The client should wear a mask if still coughing and has been on treatment for less than two weeks. Caregivers and close contacts should be screened for possible infection by skin testing through their doctor or health department. Masks should be worn for direct care of the client who is coughing extensively and producing secretions. The use of a mask is usually only needed for a short period of time, when the client is on treatment. Instruct again in hand washing.

Respiratory diseases such as measles, mumps and chickenpox are spread by viruses. Caregivers for these clients should check their immunization status or their history of the disease. Those who are not immune or are not sure should, if possible, refrain from direct client care throughout the communicable period. If this is not possible, the caregiver should wear a mask while performing direct care or when entering the client's room. Visitors should use the same precautions.

A client with a respiratory infection, purulent sputum or frequent coughing should be taught to cover their mouth and nose with a tissue when sneezing or coughing, and to promptly dispose of the tissue in a plastic trash bag and handle as general trash.

Many respiratory diseases may also be transmitted by direct contact of respiratory secretions with hands and then transmitted to the mouth, nose or eyes. Therefore, hand washing in conjunction with "Universal Precautions" must be emphasized for respiratory precautions as well.

e. Sexually transmitted diseases (gonorrhea, syphilis):

Caregivers with sexual contact with a client should be instructed on safe sex practices and treatment that may be available. Caregivers should be instructed to

INFECTION CONTROL (Continued—page 4)

~~use gloves if touching herpetic or syphilitic lesions, or if in contact with any infective secretions.~~

d. ~~Infected wounds, scabies:~~

~~Caregivers of clients with infected or draining wounds or decubiti should be reminded of stringent hand washing practices. Caregivers may use gloves when handling potentially infective material, although this is not absolutely necessary if good hand washing is performed. An over-gown or apron should be worn by a caregiver if in direct contact with a patient diagnosed with scabies. Good hygiene measures are sufficient for environmental decontamination and handling of laundry. Be sure the client is receiving treatment for scabies and following protocol as ordered.~~

e. ~~Blood borne infections (Hepatitis B, HIV/AIDS):~~

~~Clients with blood borne pathogens should be handled with the same “Universal Precautions” used by staff members and instruction should be given for these precautions. They should receive instruction regarding the following:~~

- ~~1) needles or sharps generated by the client should be placed in puncture resistant containers (coffee cans, bleach bottles)~~
- ~~2) use gloves when handling any blood or other body secretions, open wounds or when handling soiled clothing or linens especially if the caregiver has cuts or abraded skin. Gloves should be removed when contaminated, followed by good hand washing. Use aprons when changing grossly soiled linens or cleaning up large spills. Avoid splashes to the face of blood or other body fluids from the infected patient. Gloves should be worn when cleaning up blood spills.~~
- ~~3) clean spills with soap and water and a disinfectant product.~~
- ~~4) soiled linens may be washed as routine laundry but should be stored in a leak proof container such as a plastic bag or separate laundry basket. Gloves should also be worn when handling soiled linens.~~
- ~~5) it is recommended that household and sexual contacts of Hepatitis B carriers be tested for HBV and if susceptible, be vaccinated.~~

6. Environmental infection control procedures include, but are not limited to the following:

- a. Maintaining a clean work environment, for example, by maintaining clean counters, tables and shelves
- b. Covering food by closing cartons and replacing covers
- c. Refrigerating food promptly as appropriate
- d. Rinsing cans and bottles before disposal in the garbage

INFECTION CONTROL (Continued – page 5)

- e. Washing garbage cans, dirty pails and trash cans with hot and soapy water
 - f. Disposing of garbage properly
 - g. Cleaning all areas of bathroom, especially around toilet base
 - h. Keeping clean and dirty items separate
 - i. Using sterile items that are not outdated
 - j. Keeping the patient's environment clean, neat and orderly
 - k. Regularly cleaning patient supplies, such as commodes, bedpans, urinals, and measuring containers
7. The staff will report any exposure to communicable disease to the In-home Aide Supervisor.

SUBJECT: JOB DESCRIPTIONS

POLICY

Project on Aging staff positions are defined by written job descriptions.

PURPOSE

1. To define standards for in-home service role performance.
2. To document in-home aide staff member job responsibilities and expectations.

PROCEDURE

1. The written job description includes:
 - a. Job title: name by which the position is identified.
 - b. Scope of position: overall statement of responsibilities and duties.
 - c. Qualifications: necessary education or competencies, years of experience, and other necessary requirements.
 - d. Physical requirements: expectations of what is physically required to fulfill the responsibilities of the position.
 - e. Performance responsibilities: job performance expectations.
 - f. Organizational relationship: the position's inter- and intra-departmental reporting/cooperative relationships.
 - g. Acceptance of position: staff member's signing of the statement, ~~"I have read and understand the job description for (position) and agree to fulfill the position's responsibilities to meet the defined standards."~~ **job description. Signed job description is placed in the employee's personnel file.**
 - h. Signature: ~~the signatures of the Project on Aging staff member and the staff member's supervisor and the date of their signatures.~~
2. Job descriptions are documented for each Project on Aging position.
2. Agency job descriptions are reviewed on an annual basis as part of the Agency Evaluation and revised as necessary to reflect any changes in the duties and the responsibilities of the position.

SUBJECT: ASSIGNMENT OF PERSONNEL

POLICY

Individuals will only be assigned to duties for which they are trained and competent to perform.

PURPOSE

1. To ensure the provision of safe quality care to clients.
2. To ensure compliance with North Carolina laws and regulations.

PROCEDURE

1. The In-Home Aide Supervisor will verify the validity of all registrations and listing cards for all newly hired employees, when required by law, standard, or regulations.
2. The Project on Aging will ensure that all contract staff or any services provided under arrangements will meet the same requirements and qualifications for staff as the agency requires for its own employees.
3. The In-Home Aide Supervisor will verify each employee's competency to provide the array of tasks that will be required under the agency job description **prior to the employee providing services in the home.**
4. **The RN Supervisor will observe and validate competency to provide Personal Care tasks and the In-Home Aide Supervisor will observe and validate competency to provide Home Management tasks.**
5. The In-Home Aide Supervisor **or the RN Supervisor** will ensure that in-home employees have received the appropriate training and verify the individual's competency to provide any new task prior to assigning the employee to provide the task to a client independently.
 - a. Training and competency evaluation may be conducted in a classroom or client care setting.
 - b. Project on Aging employees are supervised in the provision of new tasks until they have clearly demonstrated competence in the activity.
6. The Project on Aging Director is responsible for routinely monitoring appropriate occupational licensure laws and interpretations to be sure that only qualified individuals are assigned activities governed by those laws.

3/20

SUBJECT: PERSONNEL FILES

POLICY

A personnel file is maintained on a current basis for each Project on Aging staff member.

PURPOSE

To provide current, accurate, and orderly employment documentation of each Project on Aging staff member.

PROCEDURE

1. Project on Aging personnel files contain past and current staff member information as follows:
 - a. A job application with documentation of past work and educational experience.
 - b. A job description including the qualifications required for the position.
 - c. Verification of current North Carolina paraprofessional licensure or registration when applicable.
 - d. **Documentation of initial and annual verification of “no substantiated findings” on the Nurse Aide Registry.**
 - e. Documentation of orientation received.
 - f. Documentation of attendance at in-service programs.
 - g. Documentation of previous training, qualifications, and competence in the performance of specific client care functions, especially specialized care procedures.
 - h. **Signed job description.**
2. Results of required health examinations; pre-employment TB skin test or chest x-ray report, verification of hepatitis B vaccination or declination form, and annual TB screening (if applicable), will be maintained in separate confidential medical records.
3. Project on Aging staff member personnel files are kept current by entering relevant employment information, such as salary increments, attendance, layoffs, terminations, etc.
4. Project on Aging staff member personnel files are stored in a locked administrative file and maintained in the strictest confidence.
5. Personnel contracted to provide in-home services for the agency must submit the following documentation before they are permitted to provide such services:

PERSONNEL FILES (Continued)

- a. A summary of past education, work experience, and other qualifications to provide the contracted services.
 - b. Verification of current North Carolina licensure or registration as applicable.
 - c. **Initial and annual verification of “no substantiated findings” on the Nurse Aide Registry.**
 - d. Documentation of required health screening and annual verification that individuals who have previously tested positive for TB are free from symptoms of TB.
 - e. A relevant current contract.
6. Personnel files for contract personnel are maintained on a current basis and stored in the same manner as personnel files for Project on Aging staff members.

9/05 3/20

SUBJECT: ~~SERVICE AVAILABILITY~~ SCOPE OF SERVICES**POLICY**

The Project on Aging provides In-Home Aide **Home Management and Personal Care** services to clients in their place of residence.

PURPOSE

1. To provide in-home services in accordance with North Carolina laws and regulations.
2. To provide standards of high quality client care.
3. To promote good professional relationships between all community organizations.
4. To ensure that all Project on Aging staff engage only in those activities which are recognized to constitute approved practice.

PROCEDURE

1. Services defined herein will be offered Monday through Friday from 8:00 a.m. to 5:00 p.m. with the exception of holidays approved by the agency. The Agency does not offer an on-call service. Every effort will be made to deliver service as scheduled. However, staff absence due to annual leave, sick leave, holiday leave, or inclement weather may preclude service on scheduled days. The Agency does not have coverage available in the event of the absence of scheduled workers.
2. The office will be staffed during the hours of 8:00 a.m. to 5:00 p.m. In addition, continuous supervision is available during any hours when In-Home Aides or other allied health personnel are scheduled to provide care to clients in their homes.
3. All services offered by the agency are available throughout the geographical area served by the agency, i.e. Watauga County.
4. The agency serves Watauga County. The agency office is located at 132 Poplar Grove Connector, Suite A, Boone, North Carolina 28607.
5. All services provided by the agency will be in accordance with the North Carolina occupational practice acts, as applicable.

12/16 3/20

SUBJECT: ADMISSION OF CLIENTS

POLICY

Acceptance of clients who are referred to or request in-home services is based on the reasonable expectation that the client's home care needs can be met by the Project on Aging staff in the client's place of residence.

PURPOSE

1. To establish specific admission requirements for acceptance of clients for In-Home Aide services.
2. To assess referrals for appropriateness of admission to Project on Aging services.

PROCEDURE

1. For Level I and II In-Home Aide clients, the In-Home Aide Supervisor or the Registered Nurse assesses all referrals for appropriateness of admission for In-Home Aide services by considering the following:
 - a. Adequacy and suitability of agency personnel and resources to provide the services required by the client **and information on resources available to cover staff absence.**
 - b. A reasonable expectation that the client's ~~medical, personal and social needs can be met adequately at home~~ **need for requested services can be met adequately at home by the agency.**
 - c. The presence of adequate physical facilities in the client's home for his plan of care.
 - d. The availability or absence of family or substitute family members able and willing to participate in the client's care when necessary to ensure the safety of the client.
 - e. The availability of formal or informal services or support (hired help or agency services)
 - f. The client's home is located in the geographical area served by Watauga County Project on Aging (Watauga County).
2. With the permission of the client, the referral source will be notified when one or more needed and requested services (including assessment) cannot be provided to a specific client within a time frame requested by the referral source and established by agency policy.

ADMISSION OF CLIENTS (Continued)

3. With the permission of the client, services will be coordinated with and referrals made to other appropriate agencies when the agency is unable to respond to a request for service promptly, or to continue to provide service.
4. All clients are accepted for care regardless of color, creed, age, or sex in accordance with Title VI of the Civil Rights Act.

~~12/16~~ 3/20

SUBJECT: INITIAL CLIENT ASSESSMENT

POLICY

An appropriate professional conducts an initial assessment on every client admitted to the Project on Aging.

PURPOSE

1. To provide a comprehensive assessment of the client.
2. To collect baseline data about the client's condition.

PROCEDURE

1. An appropriate agency professional staff member conducts an initial assessment of all clients admitted to the in-home care agency prior to admission to the agency. A social worker or Registered Nurse will do the initial assessment **in the home**.
2. The appropriate professional will conduct an assessment of the client's functional status in the areas of:
 - a. social
 - b. mental
 - c. physical health
 - d. environmental
 - e. economic
 - f. activities of daily living
 - g. instrumental activities of daily living
3. The in-home professional will document the findings from the initial assessment in the client's service record.
4. Data from the initial assessment is used to develop the plan of care in conjunction with the client.

3/20

SUBJECT: IN-HOME AIDE SERVICES

POLICY

The Project on Aging provides In-Home Aide services as appropriate.

PURPOSE

To provide necessary In-Home Aide services to the client.

PROCEDURE

1. All In-Home Aide services are provided in accordance with the plan of care.
2. In-Home Aides follow instructions for client care written by the professional required for the level and type of services to be provided.
3. In-Home Aide duties may include, but are not limited to the following:
 - a. Help with prescribed exercises which the client and In-Home Aide have been taught by appropriate professional personnel and for which competency is documented.
 - b. Provide or assist with personal care (i.e., **mobility, eating**, bathing, ~~care of mouth,~~ ~~skin and hair~~ **dressing, toileting**).
 - c. Assist with ambulation.
 - d. Assist client with self-administration of medications which are ordered by a physician or other person authorized by state law to prescribe.
 - e. Perform incidental household services which are essential to the client's care at home.
 - f. Record and report changes in the client's condition, family situation, or needs to the appropriate health care professional.
4. In-Home Aides are only assigned tasks for which they have demonstrated competency.
 - a. In-Home Aides subject to occupational licensing laws shall meet the competency testing requirements consistent with the appropriate occupational licensing laws and regulations.
 - b. In-Home Aides who are not subject to occupational licensing laws are only assigned duties for which they have demonstrated competency.
 - c. Documentation of competency is maintained in the employee's personnel file.
5. Continuous supervision is available during all hours when In-Home Aides are providing services to agency clients.

IN-HOME AIDE SERVICES (continued)

- a. All In-Home Aide services are provided under the supervision of an appropriate professional.
 - 1) In-Home Aides subject to occupational licensure laws are supervised by a licensed health care professional authorized to supervise other personnel as defined in the applicable occupational licensure laws (i.e., a licensed nurse must supervise an In-Home Aide who provides ~~nursing care~~ **personal care**.)
 - 2) In-Home Aides not subject to occupational licensure laws are supervised by a licensed health care professional, or a person with a baccalaureate degree in social work, or an individual who meets the job specifications established for a social worker by the North Carolina Office of State Personnel, or a competent, appropriately trained paraprofessional, who is supervised by an appropriate professional.
 - b. The appropriate supervisor, as specified in 5.a. above, makes a supervisory visit to each client's place of residence at least every ~~three months~~ **90 days**, with or without the aide's presence, to assess the care and services being provided.
 - c. At least annually, the supervisor will observe the In-Home Aide while he or she is providing care to each ~~Level II~~ Personal Care client.
 - d. All supervisory visits are documented in the client's service record and shall contain at a minimum the date of visit, findings of visit, and signature of person performing the visit.
 - e. The supervisory visit shall include a review of the client's general condition, as well as, progress and response to the services being provided by the In-Home Aide.
 - f. When follow-up corrective action is needed based on findings of the supervisory visit, documentation of such corrective action is maintained in the employee and/or other agency record.
 - g. Supervision is available through telephone contact, meetings in the agency, and on-site where services are provided when necessary.
6. In-Home Aides are prohibited from smoking while providing services to an individual in the individual's home.

11/07 3/20

SUBJECT: CLIENT SERVICE PLAN

POLICY

All In-Home Aide services are furnished based on a plan of care that is established in collaboration with the client and reviewed periodically to ensure appropriate application of the services to the client's needs.

PROCEDURE

1. In-Home Aide service plans are developed and services are furnished to clients based upon a plan of care established and periodically reviewed by the appropriate agency professional in collaboration with the client based upon the findings of the client assessment.
2. The client service plan includes:
 - a. At a minimum:
 - 1) Type of service(s) required
 - 2) Frequency of visits or hours of services
 - 3) Activity restrictions
 - 4) Safety measures
 - 5) Service objectives and goals
 - b. The following, where applicable:
 - 1) Equipment required
 - 2) Functional limitations
 - 3) Rehabilitation potential
 - 4) Diet and nutritional needs
 - 5) Medications and treatments
 - 6) Specific therapies
 - 7) Pertinent diagnoses
 - 8) Prognosis
3. The client service plan is incorporated into the service record.
4. The service plan is reviewed at least every ~~three months~~ **90 days** by the appropriate agency professional and revised as needed based upon the client's needs. Changes on the service plan are documented through written and signed plans of modifications or noted in the service record. **Changes to IHA Level II tasks are completed in the home.**

12/16 **3/20**

SUBJECT: ~~CASE~~ SERVICE PLAN REVIEW**POLICY**

An appropriate professional will review the aide service plan at least every ~~three months~~ 90 days and revise as necessary to meet client needs.

PURPOSE

To ensure that client needs are met adequately and appropriately.

PROCEDURE

1. The service plan is established in collaboration with the client, based upon the findings from a comprehensive assessment.
 - a. The plans are reviewed at least every ~~three months~~ 90 days by the appropriate professional.
 - b. The plans are revised as needed based on changing client needs.
2. As long as the client is receiving “hands-on” care, an appropriate professional will visit the client in his residence at least ~~quarterly~~ every 90 days to assess the client’s general condition, progress and response to services provided.
3. The service plan is modified in response to findings during the home visits.
4. Documentation of these visits is entered into the client’s service record by the professional who makes the home visit.

~~12/16~~ 3/20

SUBJECT: SERVICE RECORDS

POLICY

The Project on Aging will maintain a service record for each in-home care client.

PURPOSE

To comply with state laws and regulation regarding the retention of client service records.

PROCEDURE

1. Content of Service Records
 - a. For In-Home Aide clients, the service record shall contain the following information:
 - 1) Identification data such as name, address, telephone number, date of birth, sex, marital status, and the last four digits of their social security number.
 - 2) Names of next of kin or legal guardian.
 - 3) Names of other family members.
 - 4) Sources of referral.
 - 5) Assessment of home environment.
 - 6) An initial assessment by an appropriate professional of the client's functional status in the areas of social, mental, physical health, environmental, economic, activities of daily living, and instrumental activities of daily living.
 - 7) An aide service plan.
 - 8) Identification of problems, the establishment of goals, and proposed interventions.
 - 9) A record of all services provided, directly or by contract, with entries dated and signed by the individual providing the service.
 - 10) A discharge summary which includes an overall summary of services provided by the agency and the date and reason for discharge (see p.42, #6.). When a specific service to a client is terminated and other services continue, there will be documentation of the date and reason for terminating the specific service.
 - 11) Evidence of coordination of services when the client is receiving more than one in-home service.
2. Storage of Service Records
 - a. Original copies of all service records are kept in a secure location on the licensed premises.

SERVICE RECORDS (Continued – Page 2)

- b. No records will be taken from the licensed premises without prior knowledge and consent of the In-Home Aide Supervisor.
 - c. **Records removed from the premises must be signed out by the individual removing the record and must be returned within 5 working days.**
3. The Project on Aging will assure that all service record information is kept confidential.
- a. Only authorized persons will have access to client records.
 - b. Persons authorized to view client service records are as follows:
 - 1) Project on Aging Administrative Assistants I and II
 - 2) All visiting authorized personnel
 - 3) Project on Aging Governing body or board
 - 4) NC Division of Health Service Regulation representatives
 - 5) Third party payers
 - 6) Attending physician
 - 7) Other individuals hired by the agency
 - c. The agency will follow HIPAA requirements and policies before releasing any or all of the service record to any individual outside the Project on Aging.
 - d. The client or responsible caregiver will be responsible for maintaining confidentiality of any copies of service records in the client's home.
4. Service Record Discharge
- a. When In-home services are terminated for any reason, a discharge summary will be written. This summary will include:
 - 1) The date of and reason for termination.
 - 2) The client's condition on discharge.
 - 3) The types of services provided (**specific tasks**).
 - 4) A summary of the client's progress or lack of progress.
 - 5) Any instructions given to the client.
 - b. A copy of the discharge summary will be furnished to other health care facilities providing care to the client upon receipt of a written request from the client or his representatives.
5. Retaining of Service Records
- a. Client service records are retained in the Project on Aging office according to state and federal regulations.
 - 1) Records of discharged adult clients will be retained for a period of not less than six (6) years from the date of the most recent discharge of the client.

SERVICE RECORDS (Continued – Page 3)

- 2) Records of discharged minor clients will be retained until three years after the client's eighteenth birthday or for six (6) years from the date of discharge of the client, whichever comes last.

- b. If for any reason the Project on Aging should be dissolved all records will be kept for six (6) years from the date of dissolution except in the cases of minors. The records of minors will be kept until three years after the client's eighteenth birthday or for six (6) years from the date of dissolution, whichever comes last.

12/16 3/20

AGENDA ITEM 9:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

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


Monthly Collections Report

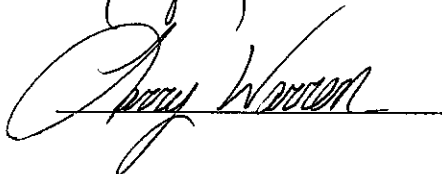
Watauga County

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

Monthly Report February 2020

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>					
Taxes 2019	458,503.11	20.34%	33,949,943.40	95.09%	95.99%
Prior Year Taxes	13,694.41		205,624.78		
Solid Waste User Fees	38,791.89	17.70%	2,443,118.63	93.64%	94.64%
Green Box Fees	221.58	NA	1,158.54	NA	NA
Total County Funds	\$511,210.99		\$36,599,845.35		
<u>Fire Districts</u>					
Foscoe Fire	5,655.98	20.78%	444,951.92	95.47%	96.20%
Boone Fire	10,380.30	19.36%	847,025.72	95.50%	96.36%
Fall Creek Service Dist.	52.36	5.12%	8,701.32	90.14%	92.79%
Beaver Dam Fire	1,809.45	14.38%	92,124.97	90.10%	91.87%
Stewart Simmons Fire	5,984.66	25.20%	221,680.20	93.24%	94.04%
Zionville Fire	2,200.04	19.08%	103,830.12	91.89%	94.15%
Cove Creek Fire	3,086.65	16.31%	224,906.87	93.68%	94.72%
Shawneehaw Fire	2,649.85	31.55%	95,526.78	94.56%	94.29%
Meat Camp Fire	2,847.16	13.70%	190,971.54	92.30%	93.77%
Deep Gap Fire	2,226.51	15.44%	174,926.75	93.68%	94.88%
Todd Fire	693.04	17.18%	58,068.32	94.69%	95.73%
Blowing Rock Fire	9,750.14	29.83%	464,435.32	95.48%	96.30%
M.C. Creston Fire	250.03	25.22%	5,478.49	88.61%	89.12%
Foscoe Service District	1,206.67	23.68%	70,943.93	95.24%	96.85%
Beech Mtn. Service Dist.	260.14	70.52%	1,517.27	93.35%	82.49%
Cove Creek Service Dist.	0.00	0.00%	324.15	100.00%	100.00%
Shawneehaw Service Dist	222.32	27.42%	6,341.97	91.62%	87.25%
	\$49,222.94		\$3,003,054.32		
<u>Towns</u>					
Boone	52,380.10	21.50%	5,706,327.01	96.89%	97.63%
Municipal Services	1,582.83	15.23%	126,201.04	93.60%	98.05%
Boone MV Fee	NA	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA	NA
Total Town Taxes	\$53,962.93		\$5,832,528.05		
Total Amount Collected	\$614,396.86		\$45,435,427.72		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 9:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

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

02/28/2020 14:45
Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2020 TO 02/28/2020

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1730449 A HOLDEN DESIGNS LLC PO BOX 2288 BLOWING ROCK, NC 28605	PP 2019	109	02/28/2020			0	G01	72.94
	357			C03			G01L	7.29
	TAX RELEASES OWNER IS DECEASED				7188			80.23
1573858 AJD INVESTMENTS INC DBA BEST WESTERN/COUNTRY INN 200 WINTERGREEN LANE BOONE, NC 28607	PP 2019	3067	02/28/2020			0	G01	924.28
	573858999			C02			C02	940.34
	TAX RELEASES BUSINESS SOLD				7183			1,864.62
1509684 FLETCHER, HARVEY LEE FLETCHER, TINA 917 HOPEWELL CHURCH ROAD BOONE, NC 28607	PP 2018	348	02/28/2020			990	F09	.50
	868			F09			G01	3.49
	TAX RELEASES GAVE TO STEP SON-1999 CAMPER				7185			3.99
1509684 FLETCHER, HARVEY LEE FLETCHER, TINA 917 HOPEWELL CHURCH ROAD BOONE, NC 28607	PP 2019	300	02/28/2020			890	F09	.45
	868			F09			G01	3.59
	TAX RELEASES GAVE 1999 CAMPER TO STEP SON				7184			4.04
1547593 GALGANO, BRENDA TUNNELL PO BOX 215 SUGAR GROVE, NC 28679	PP 2016	2644	02/28/2020			0	SWF	80.00
	547593999			F07			G01	5.38
	TAX RELEASES				7197		F07	.86
	mobile home burnt down 2/16/15						G01L	.54
							F07L	.09
								86.87
1547593 GALGANO, BRENDA TUNNELL PO BOX 215 SUGAR GROVE, NC 28679	PP 2017	2749	02/28/2020			0	SWF	80.00
	547593999			F07			G01	6.07
	TAX RELEASES				7196		F07	.86
	mobile home burnt down 2/16/15						G01L	.61
							F07L	.09
								87.63
1547593 GALGANO, BRENDA TUNNELL PO BOX 215 SUGAR GROVE, NC 28679	PP 2018	2645	02/28/2020			0	SWF	80.00
	547593999			F07			G01	5.90
	TAX RELEASES				7195		F07	.84
	mobile home burnt down 2/16/2015						G01L	.59
							F07L	.08
								87.41

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WATAUGA COUNTY
RELEASES - 02/01/2020 TO 02/28/2020

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1547593 GALGANO, BRENDA TUNNELL PO BOX 215 SUGAR GROVE, NC 28679	PP 2019 547593999 TAX RELEASES	2867	02/28/2020	F07	7194	0	SWF G01 F07 G01L F07L	80.00 6.05 .75 .61 .08 <hr/> 87.49
1760800 GOMEZ, JOCELYN 144 DOVICK DRIVE BANNER ELK, NC 28604	PP 2019 1757 TAX RELEASES	733	02/28/2020	F02	7172	0	F02 G01 SWF F02L G01L	.60 4.03 80.00 .06 .40 <hr/> 85.09
1574453 HARRILL, MARK AND MELISSA W 151 MR BISH BLVD BOONE, NC 28607-7842	RE 2019 2809-27-0823-000 TAX RELEASES	24781	02/28/2020	F02	7187	0	F02 G01 SWF	706.02 4,742.10 80.00 <hr/> 5,528.12
1085281 ISAACS, DAYTON 176 TATER HILL RD ZIONVILLE, NC 28698-	PP 2017 384949300 TAX RELEASES DECEASED	2067	02/28/2020	F06	7191	0	G01 F06	1.77 .25 <hr/> 2.02
1085281 ISAACS, DAYTON 176 TATER HILL RD ZIONVILLE, NC 28698-	PP 2018 384949300 TAX RELEASES DECEASED	1988	02/28/2020	F06	7193	0	G01 F06 G01L F06L	1.77 .25 .18 .03 <hr/> 2.23
1085281 ISAACS, DAYTON 176 TATER HILL RD ZIONVILLE, NC 28698-	PP 2019 384949300 TAX RELEASES DECEASED	2240	02/28/2020	F06	7192	0	G01 F06 G01L F06L	2.02 .25 .20 .03 <hr/> 2.50
1786618 LOFLIN, PAUL STEVEN LOFLIN, ELIZABETH B (50%) PO BOX 597 VALLE CRUCIS, NC 28691	RE 2019 1869-37-2760-000 REFUND RELEASE PROPERTY TAX COMMISSION APPEAL	332	02/28/2020	F08	7182	32,000	F08 G01	16.00 128.96 <hr/> 144.96

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WATAUGA COUNTY
RELEASES - 02/01/2020 TO 02/28/2020

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1767321 MANSА HOSPITALITY LLC 4205 CABARRUS CT E GREENSBORO, NC 27407-7351	RE 2019	1000123	02/28/2020			708,000	C02	2,902.80
	2819-79-0873-000			C2F2			C02	2,902.80
	TAX RELEASES				7173			
	OWNER HAD ALREADY BEEN BILLED 50% TOWN OF BOONE TAX							5,805.60
1767321 MANSА HOSPITALITY LLC 4205 CABARRUS CT E GREENSBORO, NC 27407-7351	RE 2019	1000123	02/28/2020			-708,000	C02	-2,902.80
	2819-79-0873-000			C2F2			C02	-2,902.80
	TAX RELEASES				7174			
	OWNER HAD ALREADY BEEN BILLED 50% Reversal of release				7173			-5,805.60
1767321 MANSА HOSPITALITY LLC 4205 CABARRUS CT E GREENSBORO, NC 27407-7351	RE 2019	1000123	02/28/2020			354,000	C02	1,451.40
	2819-79-0873-000			C2F2			C02	1,451.40
	TAX RELEASES				7175			
	OWNER HAD ALREADY BEEN BILLED 50% TOWN OF BOONE TAXES							2,902.80
1594151 MICHAEL, CHAD J PO BOX 369 BOONE, NC 28607	PP 2015	1391	02/28/2020			14,330	G01	44.85
	235909100			F07			F07	7.17
	TAX RELEASES				7181		G01L	4.49
	mobile home listed as business personal						F07L	.72
								57.23
1594151 MICHAEL, CHAD J PO BOX 369 BOONE, NC 28607	PP 2016	1584	02/28/2020			14,330	G01	44.85
	235909100			F07			F07	7.17
	TAX RELEASES				7180		G01L	4.49
	mobile home listed as business personal						F07L	.72
								57.23
1594151 MICHAEL, CHAD J PO BOX 369 BOONE, NC 28607	PP 2017	1734	02/28/2020			14,330	G01	50.58
	235909100			F07			F07	7.17
	TAX RELEASES				7179		G01L	5.06
	mibile home listed as business personal						F07L	.72
								63.53
1594151 MICHAEL, CHAD J PO BOX 369 BOONE, NC 28607	PP 2018	1665	02/28/2020			13,900	G01	49.07
	235909100			F07			F07	6.95
	TAX RELEASES				7178		G01L	4.91
	mobile home listed as business personal						F07L	.70
								61.63

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WATAUGA COUNTY
RELEASES - 02/01/2020 TO 02/28/2020

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tncrarp

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE JUR	REF NO	VALUE CHARGE	AMOUNT
1594151 MICHAEL, CHAD J PO BOX 369 BOONE, NC 28607	PP 2019 235909100 TAX RELEASES mobile home listed as business	1929	02/28/2020 F07	7177	13,480 G01 F07 G01L F07L	54.32 6.74 5.43 .67 <hr/> 67.16
1582673 R. H. LOVEN COMPANY PO BOX 155 PINEOLA, NC 286620155	PP 2019 3119 TAX RELEASES sold to maymead	1525	02/28/2020 F02	7186	0 F02 G01 F02L G01L	104.83 704.12 10.48 70.41 <hr/> 889.84
1775260 WHITAKER, JOHN WHITAKER, AMY 4008 TALL TIMBER COURT GASTONIA, NC 28056	PP 2018 2595 TAX RELEASES LISTED UNDER ACCT 1731576	1188	02/28/2020 F12	7190	0 F12 G01 SWF F12L G01L	5.46 38.55 80.00 .55 3.86 <hr/> 128.42
1775260 WHITAKER, JOHN WHITAKER, AMY 4008 TALL TIMBER COURT GASTONIA, NC 28056	PP 2019 2595 TAX RELEASES LISTED UNDER ACCOUNT 1731576	1067	02/28/2020 F12	7189	0 F12 G01 SWF F12L G01L	5.30 42.68 80.00 .53 4.27 <hr/> 132.78
DETAIL SUMMARY	COUNT: 25	RELEASES - TOTAL			458,250	12,427.82

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WATAUGA COUNTY
RELEASES - 02/01/2020 TO 02/28/2020

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2015	PP	F07	COVE CREEK FIRE PP	7.17
2015	PP	F07L	COVE CREEK FIRE LATE LIST	.72
2015	PP	G01	WATAUGA COUNTY PP	44.85
2015	PP	G01L	WATAUGA COUNTY LATE LIST	4.49
			2015 TOTAL	57.23
2016	PP	F07	COVE CREEK FIRE PP	8.03
2016	PP	F07L	COVE CREEK FIRE LATE LIST	.81
2016	PP	G01	WATAUGA COUNTY PP	50.23
2016	PP	G01L	WATAUGA COUNTY LATE LIST	5.03
2016	PP	SWF	SANITATION USER FEE	80.00
			2016 TOTAL	144.10
2017	PP	F06	ZIONVILLE FIRE PP	.25
2017	PP	F07	COVE CREEK FIRE PP	8.03
2017	PP	F07L	COVE CREEK FIRE LATE LIST	.81
2017	PP	G01	WATAUGA COUNTY PP	58.42
2017	PP	G01L	WATAUGA COUNTY LATE LIST	5.67
2017	PP	SWF	SANITATION USER FEE	80.00
			2017 TOTAL	153.18
2018	PP	F06	ZIONVILLE FIRE PP	.25
2018	PP	F06L	ZIONVILLE FIRE LATE LIST	.03
2018	PP	F07	COVE CREEK FIRE PP	7.79
2018	PP	F07L	COVE CREEK FIRE LATE LIST	.78
2018	PP	F09	MEAT CAMP FIRE PP	.50
2018	PP	F12	BLOWING ROCK FIRE PP	5.46
2018	PP	F12L	BLOWING ROCK FIRE LATE LIST	.55
2018	PP	G01	WATAUGA COUNTY PP	98.78
2018	PP	G01L	WATAUGA COUNTY LATE LIST	9.54
2018	PP	SWF	SANITATION USER FEE	160.00
			2018 TOTAL	283.68
2019	RE	C02	BOONE RE	2,902.80
2019	RE	F02	BOONE FIRE RE	706.02
2019	RE	F08	SHAWNEEHAW FIRE RE	16.00
2019	RE	G01	WATAUGA COUNTY RE	4,871.06
2019	RE	SWF	SANITATION USER FEE	80.00
2019	PP	C02	BOONE PP	940.34
2019	PP	F02	BOONE FIRE PP	105.43
2019	PP	F02L	BOONE FIRE LATE LIST	10.54
2019	PP	F06	ZIONVILLE FIRE PP	.25
2019	PP	F06L	ZIONVILLE FIRE LATE LIST	.03
2019	PP	F07	COVE CREEK FIRE PP	7.49
2019	PP	F07L	COVE CREEK FIRE LATE LIST	.75
2019	PP	F09	MEAT CAMP FIRE PP	.45
2019	PP	F12	BLOWING ROCK FIRE PP	5.30
2019	PP	F12L	BLOWING ROCK FIRE LATE LIST	.53
2019	PP	G01	WATAUGA COUNTY PP	1,814.03
2019	PP	G01L	WATAUGA COUNTY LATE LIST	88.61
2019	PP	SWF	SANITATION USER FEE	240.00

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Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2020 TO 02/28/2020

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tncrpt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR CAT CHARGE	AMOUNT
2019 TOTAL	11,789.63
SUMMARY TOTAL	12,427.82

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Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2020 TO 02/28/2020

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tncraprt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2019	C02	BOONE PP	940.34
C02	2019	G01	WATAUGA COUNTY PP	924.28
		C02 TOTAL		1,864.62
C03	2019	G01	WATAUGA COUNTY PP	72.94
C03	2019	G01L	WATAUGA COUNTY LATE LIST	7.29
		C03 TOTAL		80.23
C2F2	2019	C02	BOONE RE	2,902.80
		C2F2 TOTAL		2,902.80
F02	2019	F02	BOONE FIRE PP	811.45
F02	2019	F02L	BOONE FIRE LATE LIST	10.54
F02	2019	G01	WATAUGA COUNTY PP	5,450.25
F02	2019	G01L	WATAUGA COUNTY LATE LIST	70.81
F02	2019	SWF	SANITATION USER FEE	160.00
		F02 TOTAL		6,503.05
F06	2017	F06	ZIONVILLE FIRE PP	.25
F06	2017	G01	WATAUGA COUNTY PP	1.77
F06	2018	F06	ZIONVILLE FIRE PP	.25
F06	2018	F06L	ZIONVILLE FIRE LATE LIST	.03
F06	2018	G01	WATAUGA COUNTY PP	1.77
F06	2018	G01L	WATAUGA COUNTY LATE LIST	.18
F06	2019	F06	ZIONVILLE FIRE PP	.25
F06	2019	F06L	ZIONVILLE FIRE LATE LIST	.03
F06	2019	G01	WATAUGA COUNTY PP	2.02
F06	2019	G01L	WATAUGA COUNTY LATE LIST	.20
		F06 TOTAL		6.75
F07	2015	F07	COVE CREEK FIRE PP	7.17
F07	2015	F07L	COVE CREEK FIRE LATE LIST	.72
F07	2015	G01	WATAUGA COUNTY PP	44.85
F07	2015	G01L	WATAUGA COUNTY LATE LIST	4.49
F07	2016	F07	COVE CREEK FIRE PP	8.03
F07	2016	F07L	COVE CREEK FIRE LATE LIST	.81
F07	2016	G01	WATAUGA COUNTY PP	50.23
F07	2016	G01L	WATAUGA COUNTY LATE LIST	5.03
F07	2016	SWF	SANITATION USER FEE	80.00
F07	2017	F07	COVE CREEK FIRE PP	8.03
F07	2017	F07L	COVE CREEK FIRE LATE LIST	.81
F07	2017	G01	WATAUGA COUNTY PP	56.65
F07	2017	G01L	WATAUGA COUNTY LATE LIST	5.67
F07	2017	SWF	SANITATION USER FEE	80.00
F07	2018	F07	COVE CREEK FIRE PP	7.79
F07	2018	F07L	COVE CREEK FIRE LATE LIST	.78
F07	2018	G01	WATAUGA COUNTY PP	54.97
F07	2018	G01L	WATAUGA COUNTY LATE LIST	5.50
F07	2018	SWF	SANITATION USER FEE	80.00
F07	2019	F07	COVE CREEK FIRE PP	7.49
F07	2019	F07L	COVE CREEK FIRE LATE LIST	.75

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Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2020 TO 02/28/2020

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tncrpt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
F07	2019	G01	WATAUGA COUNTY PP	60.37
F07	2019	G01L	WATAUGA COUNTY LATE LIST	6.04
F07	2019	SWF	SANITATION USER FEE	80.00
			F07 TOTAL	656.18
F08	2019	F08	SHAWNEEHAW FIRE RE	16.00
F08	2019	G01	WATAUGA COUNTY RE	128.96
			F08 TOTAL	144.96
F09	2018	F09	MEAT CAMP FIRE PP	.50
F09	2018	G01	WATAUGA COUNTY PP	3.49
F09	2019	F09	MEAT CAMP FIRE PP	.45
F09	2019	G01	WATAUGA COUNTY PP	3.59
			F09 TOTAL	8.03
F12	2018	F12	BLOWING ROCK FIRE PP	5.46
F12	2018	F12L	BLOWING ROCK FIRE LATE LIST	.55
F12	2018	G01	WATAUGA COUNTY PP	38.55
F12	2018	G01L	WATAUGA COUNTY LATE LIST	3.86
F12	2018	SWF	SANITATION USER FEE	80.00
F12	2019	F12	BLOWING ROCK FIRE PP	5.30
F12	2019	F12L	BLOWING ROCK FIRE LATE LIST	.53
F12	2019	G01	WATAUGA COUNTY PP	42.68
F12	2019	G01L	WATAUGA COUNTY LATE LIST	4.27
F12	2019	SWF	SANITATION USER FEE	80.00
			F12 TOTAL	261.20
			SUMMARY TOTAL	12,427.82

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AGENDA ITEM 9:**TAX MATTERS*****C. Board of Equalization and Review Schedule*****MANAGER'S COMMENTS:**

Mr. Larry Warren, Tax Administrator, will discuss the scheduling of the FY 2020 Board of Equalization and Review (E&R). The Board may create a special Board of Equalization and Review that will serve this spring. In previous years, the Board was incorporated to include the Manager as an alternate member.

The convening date for the Board of Equalization and Review is scheduled for Thursday, April 16th from 4:00 PM to 7:00 PM in the County Commissioners Conference room. Adjournment of the Board is scheduled for Thursday, April 23, 2020 at 5:00 PM in the County Commissioners Conference Room.

Staff will request the Board approve the schedule for FY 2020 Board of Equalization and Review as presented. In addition, direction is requested as to whether the Board wishes to create a special board for E&R or if the Board of County Commissioners plans to serve in that capacity. Should the Board wish to have the County Manager serve as an alternate member the attached resolution would need to be adopted.

Board action is required.



WATAUGA COUNTY TAX ADMINISTRATION

*Courthouse, Suite 21 – 842 West King Street – Boone, NC 28607
(828) 265-8021 – FAX (828) 264-3230*

MEMORANDUM

TO: Deron T. Geouque
FROM: Larry D. Warren
SUBJECT: 2019 Board of Equalization and Review
DATE: March 6, 2020

I'd like to address the County Commissioners at the March 17th meeting to discuss dates and times for the 2020 Board of E&R. My recommendation is:

Convene on Thursday April 16, 2020 from 4:00 pm to 7:00 pm.
Adjourn for the taking of applications on Thursday April 23, 2020 at 5:00 pm.

The dates and times the Board approves will be advertised locally prior to the first meeting. The convening and adjourning dates for the 2020 Board of E&R is the official time for taking of applications for hearing of the property tax appeals. Compensation for the 2020 Board of E&R will also need to be approved. The member compensation for the past several years has been set at \$75.00 per session. Please let me know if you have questions. Also, I would like to present the attached Resolution for the Board's approval in establishing the Watauga County Board of Equalization and Review for 2020.

DRAFT

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

**RESOLUTION ESTABLISHING
WATAUGA COUNTY BOARD OF EQUALIZATION AND REVIEW**

WHEREAS, North Carolina General Statutes Section 105-322 authorizes the Board of County Commissioners by resolution to appoint a special Board of Equalization and Review to hear and review appeals of listings and valuations placed upon taxable property located within Watauga County; and

WHEREAS, this Board desires to establish a Board of Equalization and Review to perform those duties specified in G.S. 105-322.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE COUNTY OF WATAUGA AS FOLLOWS:

That this Board hereby establishes a Board of Equalization and Review as follows:

MEMBERSHIP:

1. Shall consist of the 5 member County Commissioners, each having one vote.
2. Three members shall constitute a quorum.
3. One alternate shall be appointed consisting of the County Manager.
4. The alternate shall only serve to meet a quorum of the Board for a scheduled Board of Equalization and Review meeting.

POWERS AND DUTIES:

The powers and duties of this Board shall be as specified in NCGS 105-328 and Article 21 of the Machinery Act.

ADOPTED by the Watauga County Board of Commissioners this the 17th day of March, 2020.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 9:

TAX MATTERS

D. Tax Lien Report

MANAGER'S COMMENTS:

Mr. Warren will review the Tax Lien Report. The Tax Lien Report is available through the same link as the information packet. Board action is requested to accept the report listing delinquent tax bills that are liens on real property and to authorize the advertisement of such liens.



WATAUGA COUNTY TAX ADMINISTRATION

*Courthouse, Suite 21 – 842 West King Street – Boone, NC 28607
(828) 265-8021 – FAX (828) 264-3230*

MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Larry Warren, Tax Administrator
SUBJECT: 2019 Unpaid Real Estate Tax-bills
DATE: 03/03/2020

The 2019 report of unpaid taxes, which represent liens on real property, needs to be presented to the Board of County Commissioners at the March 17th meeting. The current 2019 amount of outstanding taxes for Watauga County is \$3,017,755.73. Upon receipt, the Board needs to order the Tax Collector to advertise these tax liens. According to the North Carolina statutes, the advertisement has to be published between March 1st and June 30th. We plan to advertise during the month of May, one time in the local newspaper, Watauga Democrat. Please let me know if you have any questions.

AGENDA ITEM 10:

REQUEST TO SURPLUS PROPERTY – 2011 AUTOCAR FRONT LOADER TRASH TRUCK

The Board has previously granted the Manager authority to sell surplus property under the \$30,000 threshold. The County will surplus a 2011 Autocar Front Loader Trash Truck which may exceed the \$30,000 threshold.

Therefore, Board approval is required to surplus the vehicle and approve disposal via electronic sale on GovDeals.



WATAUGA COUNTY

FINANCE OFFICE

814 West King St., Room 216 - Boone, NC 28607 - Phone (828) 265-8007 Fax (828) 265-8006

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Misty Watson, Finance Director
SUBJECT: Surplus Property
DATE: March 17, 2020

This is a request to surplus County property – 2011 Autocar front loader trash truck. I request the Board of Commissioners declare the item surplus and approve disposal by electronic auction on GovDeals. This approval is necessary as we anticipate the sale price on the truck could exceed the County resolution allowing the County Manager to approve surplus under \$30,000.

Board action is requested.

AGENDA ITEM 11:**BID AWARD REQUEST FOR AUDIO AND VIDEO SYSTEM FOR COMMUNITY RECREATION CENTER MULTIPURPOSE ROOM**

Mr. Drew Eggers, IT Director, will request the Board accept-Freedom ElecTech's proposal in the amount of \$21,500 for an audio and video system in the multipurpose room at the new community recreation center. Freedom ElecTech is also installing the access control and security camera systems at the community recreation center. In an effort to provide continuity staff is recommending Freedom ElecTech to provide the audio and video system in the multipurpose room. Funds have been allocated in the current community recreation center budget to cover this expense.

Board action is required to accept Freedom ElecTech's proposal in the amount of \$21,500 for the audio and video system in the multipurpose room in the new community recreation center.



WATAUGA COUNTY Information Technologies

*Courthouse, Suite 4 • 842 West King Street • Boone, North Carolina 28607 • Phone (828) 265-8015
FAX (828) 265-8076
TDD 1-800-735-2962
Voice 1-800-735-8262*

MEMORANDUM

TO: Watauga County Board of Commissioners
Deron Geouque, County Manager

FROM: Drew Eggers, Information Technologies Director

SUBJECT: Audio and Video System for Multipurpose Room

DATE: February 27, 2020

The attached quote is for an audio, video, and public address (PA) system for the Multipurpose Room in the new Community Recreation Center. This quote is for a complete system to be installed by Freedom ElecTech. Freedom ElecTech is also installing the access control system and security camera system at the Recreation Center.

Total cost for the system as proposed is \$21,500.

Thank you for your consideration of this request.



TO: Drew Eggers
 Watauga County Information Technologies
 842 West King Street, Suite 4
 Boone, NC 28607

Subject: Watauga County Parks and Rec
 Date: February 10, 2020

Reference: Multipurpose Room Systems

Drew,

We are pleased to provide an estimate for the above project for the sum of \$21,500.00 (Twenty One Thousand, Five Hundred Dollars and No Cents).

NOTE: This price is based on the information given in email beginning on Nov 21st and the drawing that were sent at that time. This is not a contract price and is strictly an ESTIMATE based on this information. This price includes items listed below and estimated time to install and setup.

Our estimate includes the following:

1. Material and labor for complete project as specified in the drawing.
2. Itemized major equipment:
 - a. 8 In-Ceiling Speakers
 - b. Amplifier to drive the speakers
 - c. Input plate for computer/phone/Media Player to connect into system for audio
 - d. Input for computer/HDMI source to connect into system
 - e. HDMI Switcher to select sources and outputs
 - f. In-Wall touch screen control pad - custom programed to control systems in room
 - g. 6 Handheld wireless Microphones and 2 Lapel style wireless Microphones
 - h. Mixer for Microphone input into system
 - i. Wall Mount Locking rack to hold equipment located in closet
 - j. Power/Surge protection for rack equipment
 - k. Network Switch for distributing the network in room
 - l. Mounts for the three TVs (one wall mount and two ceiling mounts) These will need to be verified with the model of the TV being installed prior to ordering the mounts
3. Training time on the systems and discussion on the programming of the in-wall keypad

Our estimate excludes the following:

1. Overtime.
2. Painting and patching.
3. TVs (These items can be provided but are not included in the pricing)

Please contact us at the email or phone number below with any questions or if you would like things broken out more.

(828) 386-6555
 521 Hwy 105 Ext, Suite 3 | Boone, NC 28607
 freedomelectech.com | charles@freedomelectech.com

AGENDA ITEM 12:

BID AWARD REQUEST FOR COURTROOM # 2 RENOVATION

MANAGER'S COMMENTS:

Mr. Robert Marsh, Maintenance Director, will present a bid for millwork for the Courtroom 2 renovations. Multiple contractors were solicited but only 2 bids were submitted. The lack of contractors has delayed the project for several months. Based on the bids submitted and previous experience staff is recommending NC Correction Enterprise in the amount of \$39,160.

Board approval is required to award the bid to NC Correction Enterprise in the amount of \$39,160 for the millwork for renovation of Courtroom 2.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

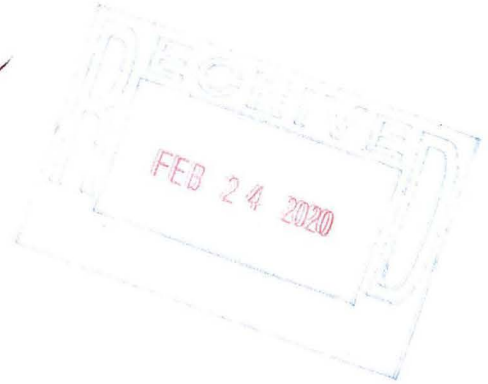
274 Winklers Creek Road, Suite B, Boone, NC 28607 - Phone (828) 264-1430
Fax (828) 264-1473

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *M*

DATE: February 24, 2020

RE: Bid Award



BACKGROUND

Hemphill Associates finished plans for renovating Courtroom #2 in October 2019. The plans were based on several options that were reviewed by Clerk of Court and County staff. The final plan was the result of concessions being made to recognize the limited amount of space available and the best use of County funds. The proposed project will include: juror's seating, judge's bench, audio/video system, increased working area for COC staff, refinished galley benches, carpet and painting.

Bids were solicited from many millwork companies, however, only two bids were received.

BID SUMMARY

NAME	MILLWORK	FURNITURE REFINISHING	REPLACE JUROR'S CHAIRS
Goodman Millwork, Inc. F. Goodman (704) 633-2421	\$124,817.79	Not Included	Not Included
NC Correction Enterprise Jerry Carlyle (919) 324-1313	\$39,160	Included	Included

RECOMMENDATION

Staff recommends the low bidder, NC Correction Enterprise. Correction Enterprise was established with the mission to "provide a meaningful work experience and rehabilitative opportunities for inmates and to provide quality goods and services to tax-supported entities at a savings to the taxpayer." If approved, NC Correction Enterprise will coordinate the work schedule to minimize the impact of the construction activity.



WOODWORKING PROJECT QUOTE

CUSTOMER: WATAUGA COURTHOUSE COURTROOM 2

SALES REP: JERRY CARLYLE

PROJECT # 1962

PROJECT START DATE: 10/21/2019

QUOTE SUBMITTAL DATE: 1/22/2020

ALL PRICES LISTED ARE SUBJECT TO CHANGE AND WILL BE HONORED FOR A PERIOD OF 30 DAYS.

AXCI WOODWORKING RETAINS PROJECT DRAWINGS AND RECORDS FOR A PERIOD OF 5 YEARS.

DRAWING #	DRAWING - ITEM DESCRIPTION	UNIT PRICE	QTY	SELL PRICE
IN-FEE	INSTALLATION FEE (PER DAY) - (WW-967)	\$550.00	4	\$2,200.00
WW-5401	CLERKS DESK 96W X 57D X 37H - 2PD - FOLD UP SHELF-WW-5401	\$4,375.00	1	\$4,375.00
WW-5402	JUDGES DESK 103W X 79D X 43H - 3PD - 2AS-WW-5402	\$6,685.00	1	\$6,685.00
WW-5403	JURY WALL 245W X 116D X 37H-WW-5403	\$4,295.00	1	\$4,295.00
WW-5404	CLERKS SHELVES 46W X 26D X 31H - AS-WW-5404	\$1,760.00	1	\$1,760.00
WW-5406	PUBLIC WALLS 268W X 9D X 37H-WW-5406	\$3,840.00	1	\$3,840.00
WW-5407	ATTORNEY TABLE TOP 60W X 24D X 4H-WW-5407	\$985.00	2	\$1,970.00
WW-5408	COURT REPORTER TABLE TOP 36W X 18D X 4H-WW-5408	\$770.00	1	\$770.00
WW-5412	STEEL RAILING 39W X 2D X 37H-WW-5412	\$315.00	1	\$315.00
WW-5436	SOLID SURFACE MATERIAL QUOTE-WW-5436	\$2,840.00	1	\$2,840.00
WW-5452	COURTHOUSE BENCH REFINISH-WW-5452	\$4,000.00	1	\$4,000.00
WW5453	65-DA2028JURY-Swivel Chair-WW-5453	\$470.00	13	\$6,110.00

GRAND TOTAL:

\$39,160.00

A \$100.00 FEE WILL BE CHARGED PER OFFICE TO MOVE OR RELOCATE EXISTING FURNITURE.

WE WILL NOT REMOVE EXISTING FURNITURE FROM YOUR LOCATION.

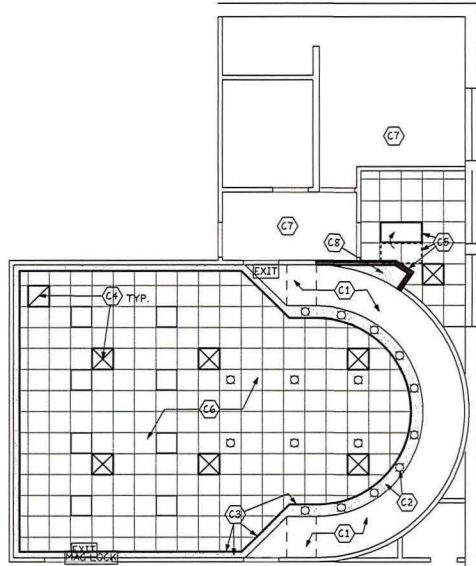
ARMORTEX BALISTIC RATED FIBERGLASS PANEL MATERIAL FOR THE JUDGE'S DESK AND CLERK'S DESK PROVIDED BY CUSTOMER. CUSTOMER IS RESPONSIBLE FOR INSPECTION OF AND LIABILITY FOR ARMORTEX BALISTIC RATED FIBERGLASS PANEL INSTALLATION. DRYWALL AND WALL PAINT WORK BY CUSTOMER. RUBBER BASE INSTALL BY CUSTOMER.

FLOOR PLAN NOTES:

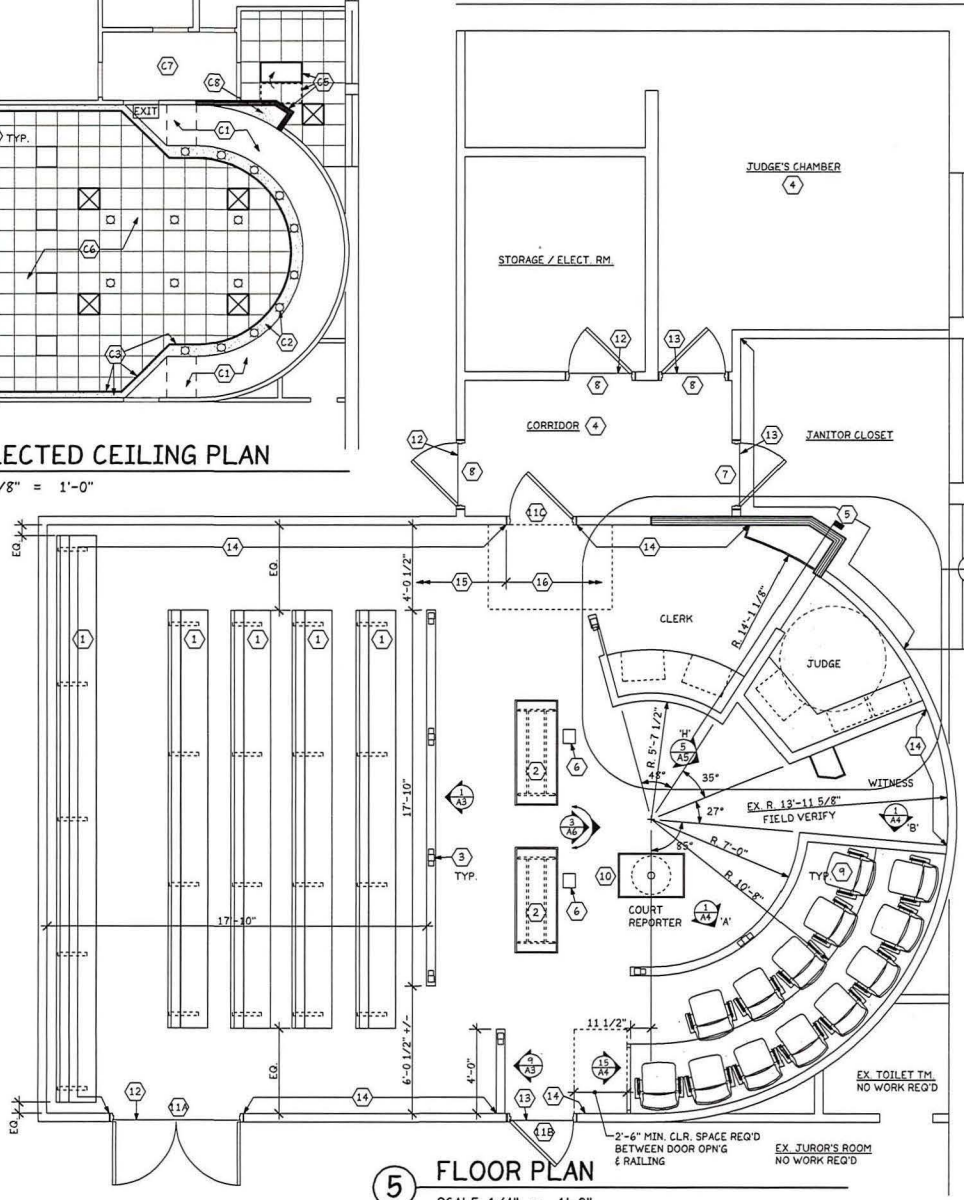
- 1 EXISTING WOOD BENCH, SPLITS IN TWO EQUAL HALVES. CAREFULLY REMOVE EXISTING BENCH TO OFF-SITE. LOCATION SAND AND REMOVE OLD FINISH FROM ALL SURFACES. RE-STAIN IN COLOR SELECTED BY ARCHITECT / OWNER. PROVIDE CLEAR SATIN POLYURETHANE TOP COAT. RE-INSTALL IN EXISTING LOCATION. SECURELY FASTEN TO CONCRETE FLOOR.
- 2 EXISTING ATTORNEY TABLES, 5'-0" x 2'-6". REMOVE EXISTING TOP AND PROVIDE NEW 5'-0" WIDE x 2'-0" DEEP TOP. SEE DETAIL 8 / A3. RE-USE EXISTING CHROME METAL FRAME. PREP FRAME AND PROVIDE POWDER COATED FINISH IN COLOR SELECTED BY ARCHITECT.
- 3 STEEL POST WALL BRACE. SEE WALL ELEVATIONS FOR LOCATIONS & DETAILS - TYP. SEE DETAIL 14 / A5.
- 4 NO WORK REQUIRED IN THESE ROOMS.
- 5 PAINT NEW & EXISTING WALLS FULL HT TO EXTENT SHOWN. PROVIDE 4" RUBBER BASE TO MATCH EXISTING ALONG NEW WALL & TIE-IN TO EXISTING.
- 6 EXISTING FLOOR POWER / DATA OUTLETS TO REMAIN. RE-ROUTING OF MICROPHONE CONDUITS REQUIRED IN CEILING SPACE OF FLOOR BELOW. SEE ELECTRICAL.
- 7 EXISTING DOORS, FRAMES, AND DOOR HARDWARE TO REMAIN. PAINT EXISTING DOOR FRAMES.
- 8 EXISTING DOORS, FRAMES, AND DOOR HARDWARE TO REMAIN. NO ADDITIONAL WORK REQUIRED.
- 9 PROVIDE 13 WITNESS CHAIRS, SEE SPECS. SECURELY FASTEN TO PLYWOOD FLOOR THROUGH CARPET PER MANUFACTURER INSTRUCTIONS.
- 10 EXISTING COURT REPORTER TABLE, 3'-0" SQ. REMOVE EXISTING TOP AND PROVIDE NEW 3'-0" WIDE x 2'-0" DEEP TOP ON EXISTING BASE. SEE DETAIL 8 ON SHEET A3. PREP AND PAINT BASE.
- 11 EXISTING WOOD DOOR TO BE REPLACED WITH NEW DOOR. EXISTING HOLLOW METAL FRAME TO REMAIN. SEE SHEET A8 FOR MORE INFORMATION.
- 12 PROVIDE JOHNSONITE CRS-XX-A RUBBER FLOOR REDUCER.
- 13 PROVIDE JOHNSONITE CD-XX 'T' MOULDING BETWEEN DIFFERENT CARPETS.
- 14 PROVIDE CARPET BASE TO EXTENT SHOWN.
- 15 PAINT WALLS FROM WALL REVEALS ABOVE DOORS AROUND BACK TO OPPOSITE SIDE REVEAL COLOR #P1.
- 16 PAINT WALLS FROM WALL REVEALS ABOVE DOORS AROUND FRONT TO OPPOSITE SIDE REVEAL COLOR #P2.

REFLECTED CEILING PLAN NOTES:

- C1 EXISTING SLOPED PLASTER CEILING TO REMAIN. PAINT CEILING FLAT WHITE.
- C2 EXISTING PLASTER CEILING & RECESSED LIGHTING FIXTURES TO REMAIN. PAINT CEILING FLAT WHITE.
- C3 EXISTING PLASTER SOFFIT AND OAK TRIM TO REMAIN. PAINT EXISTING PLASTER CEILING FLAT WHITE. PAINT OAK TRIM. SEE COLOR SCHEDULE.
- C4 EXISTING MECHANICAL DIFFUSERS TO REMAIN. PROVIDE TEMPORARY FILTERS ON ALL RETURNS PRIOR TO STARTING WORK. REMOVE FILTERS & CLEAN DIFFUSERS UPON COMPLETION.
ALTERNATE: TEMPORARILY SUPPORT DIFFUSERS TO ALLOW REMOVAL AND REPLACEMENT OF CEILING GRID. RE-INSTALL TO CEILING GRID AFTER CLG GRID INSTALLATION IS COMPLETE.
- C5 REMOVE CEILING TILES & REWORK CEILING GRID AS REQUIRED FOR NEW WALL CONFIGURATION IN JANITOR CLOSET. SHIFT LIGHT FIXTURE OVER 2". TRIM TO FIT AND REINSTALL EXISTING CEILING TILES.
- C6 PROVIDE NEW CEILING TILE THROUGHOUT COURTROOM IN THE EXISTING GRID.
ALTERNATE: PROVIDE NEW CEILING GRID TO REPLACE THE OLD. MAINTAIN THE SAME LAYOUT AND SPACING. PROVIDE TEMPORARY SUPPORT FOR EXISTING LIGHT FIXTURES AND MECHANICAL DIFFUSERS.
- C7 NO CEILING WORK REQUIRED IN THIS ROOM.
- C8 LIGHTGAGE FRAMED SOFFIT WITH 3/4" PLASTER & METAL LATH. SEE ELEVATION / SECTION 5H SHEET A5.



13 REFLECTED CEILING PLAN
 SCALE: 1/8" = 1'-0"



5 FLOOR PLAN
 SCALE: 1/4" = 1'-0"



Goodman Millwork Inc.
 P.O. Box 859
 Salisbury, N.C. 28144
 phone: 704-633-2421
 fax: 704-633-3413
 e mail: fegoodman@ goodmanmillwork.com
 Quality millwork since 1907

proposal

Customer: Watauga Courthouse # 2
 att: Robert Marsh
 Date: 2/5/2019
 Location: # 2 courthouse renovation

quantity	Item description	pr. Each	total
	per plans and specs Hemphill, Randle Associates dated 10/17/2019 scope of work all material for stain finish- sapele - samples to be provided for approval sheets A-2, A-3, A-4 , A-5, A-6, A-7,A-8 1/A-3 divider wall to remain, we will cover with panel work as shown sapele - stain finish public seating divider wall 9/A-3 item # 2 - attorney table - new tops 8/A-3 - listed below solid surface top -with solid surface drop edge - no wood edge existing bases to be finished by others - not included item # 10 court reporter table top - listed below solid surface top -with solid surface drop edge - no wood edge jury box 1/A-4 , 15/A-4 radius wall and straight wall with metal railing jury box platform - FRT framing material with plywood top carpet by others sheet A-5 judge - clerk witness area - 5/A-5 elevation D witness angle brackets raise platform 1/2 armor ballistic panel material supplied to goodman millwork by owner elevation C - straight section 4-0 elevation B - radius section - cap and base = sheetrock work by others elevation A - straight wall section 4'6 with bailiff folding shelf		\$ 86,432.00

elevation E -drawer unit with adjustable shelves 6/A-7 elevation F - drawers elevation G, H with pass thru 13/A-7 radius and angled adjustable shelf unit with clerk desk brackets elevation J - curved wall with drawer front elevation K - straight section 9/A-7 microphone counter			
installation - including - shop drawings, deliveries	not taxed	\$	34,260.00
solid surface work - material and installation wilson art Orion's belt clerk desk judges desk witness counter top behind clerk area attorney tables tops court reporters desk		\$	4,125.79
not included: demo work new doors as shown as item 11 - not included existing wood bench refinishing by others - not included sheetrock work by others - not included rubber base by others carpet by others electrical by others finishing for existing bases for attorney's tables			
	subtotal:	\$	124,817.79
	6.75% tax:	\$	6,112.65
	total:	\$	130,930.44
terms: 50% deposit - balance 10 days after installation delivery: job site			

signed by: _____

Franco Goodman
Goodman Millwork Inc.

Quality speaks for itself!

AGENDA ITEM 13:

PROPOSED FEE SCHEDULE FOR COMMUNITY RECREATION CENTER

Mr. Poulos, Parks and Recreation Director, will request the Board formally approve the rates for the new community recreation center. By consensus at the annual retreat, the Board approved the rates.

Staff is requesting the Board to formally adopt the rates as presented.



WATAUGA COUNTY PARKS & RECREATION


231 Complex Drive • Boone, NC 28607
Phone : (828) 264-9511
Fax : (828) 264-9523



www.wataugacounty.org

M E M O

To: Mr. Deron Geouque, *County Manager*
Watauga County Board of Commissioners

From: Stephen J. Poulos, *Director* 

Subject: WCRC Fees, Rental fees and Fee Reduction Scale

Date: Friday, January 28, 2020

Watauga County Parks and Recreation is seeking final approval of the following:

- Watauga Community Recreation Center (WCRC) Membership & Fee Structure
- WCRC Facility Rental Rates

The attached information has been researched extensively, discussed at several staff meetings, and received input from the Watauga County Parks & Recreation Commission. WCP&R has also shared this information on several of our social media sources as well as community events to gather additional feedback. This was unanimously approved via consensus at the Watauga County Board of Commissioners retreat. We sincerely appreciate all those how have been involved in this process.

Thanks for your continued support and consideration.

DRAFT

MEMBERSHIPS & FEE STRUCTURE FOR THE WATAUGA COUNTY COMMUNITY RECREATION CENTER

Membership Category Descriptions

<u>Individual</u>	One adult person age 18 or better.	\$35/month
<u>*Household</u>	Up to two adults permanently residing at the same address with their children under the age of 18. (Children under the age of 2 are free.)	\$70/month
<u>Senior Adult</u>	One adult person age 62 or better.	\$20/month
<u>Youth</u>	Ages 2-17. For the young person that does not fall under a household membership.	\$20/month

**Proof of address is required. (Driver's license, bank statement, voided check, or utility bill.)*

All paid memberships include fitness classes, open gym activities, aquatics classes. Specialty programming may require additional costs.

Watauga County Resident Fee Structure

<u>Membership</u>	<u>Daily</u>	<u>Monthly</u>	<u>Annually</u>	<u>One-Time Initiation Fee</u>
Individual	\$10	\$35	\$350	\$20
Household	\$20	\$70	\$700	\$40
Senior (62+)	\$6	\$20	\$200	\$20
Youth	\$6	\$20	\$200	\$20
Dry Ticket	\$4	—	—	—
Card Replacement Fee	—	—	—	\$10

Non-Resident Fee Structure

<u>Membership</u>	<u>Daily</u>	<u>Monthly</u>	<u>Annually</u>	<u>Initiation /Renewal Fee</u>
Individual	\$15	\$53	\$530	\$30
Household	\$30	\$105	\$1,050	\$60
Senior (62+)	\$9	\$30	\$300	\$30
Youth	\$9	\$30	\$300	\$30
Dry Ticket	\$4	—	—	—
Card Replacement Fee	—	—	—	\$10

Watauga County Recreation Center Fee Reduction Scale *

Household Size	10%	Reduced Fee	Pay 25%		Reduced Fee	Pay 50%		Reduced Fee	Pay 75%		Reduced Fee	Pay 100%
	Up To		From	To		From	To		From	To		
1	\$ 12,490	\$ 3.50	\$ 12,491	\$ 16,643	\$ 8.75	\$ 16,644	\$ 20,796	\$ 17.50	\$ 20,797	\$ 24,948	\$ 26.25	\$ 24,949
2	\$ 16,910	\$ 7.00	\$ 16,911	\$ 22,539	\$ 17.50	\$ 22,540	\$ 28,168	\$ 35.00	\$ 28,169	\$ 33,797	\$ 52.50	\$ 33,798
3	\$ 21,330	\$ 7.00	\$ 21,331	\$ 28,423	\$ 17.50	\$ 28,424	\$ 35,516	\$ 35.00	\$ 35,517	\$ 42,609	\$ 52.50	\$ 42,610
4	\$ 25,750	\$ 7.00	\$ 25,751	\$ 34,319	\$ 17.50	\$ 34,320	\$ 42,888	\$ 35.00	\$ 42,889	\$ 51,457	\$ 52.50	\$ 51,458
5	\$ 30,170	\$ 7.00	\$ 30,171	\$ 40,215	\$ 17.50	\$ 40,216	\$ 50,260	\$ 35.00	\$ 50,261	\$ 60,305	\$ 52.50	\$ 60,306
6	\$ 34,590	\$ 7.00	\$ 34,591	\$ 46,111	\$ 17.50	\$ 46,112	\$ 57,632	\$ 35.00	\$ 57,633	\$ 69,153	\$ 52.50	\$ 69,154
7	\$ 39,010	\$ 7.00	\$ 39,011	\$ 51,995	\$ 17.50	\$ 51,996	\$ 64,980	\$ 35.00	\$ 64,981	\$ 77,965	\$ 52.50	\$ 77,966
8	\$ 43,430	\$ 7.00	\$ 43,431	\$ 57,891	\$ 17.50	\$ 57,892	\$ 72,352	\$ 35.00	\$ 72,353	\$ 86,813	\$ 52.50	\$ 86,814

* Based on 100% Federal Poverty Guidelines 2020

DRAFT**WCRC FACILITY RENTAL RATES****Hourly Rates**

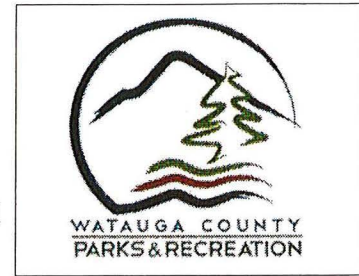
SPACE	MEMBER/RESIDENT	NON-MEMBER/NON-RESIDENT	OCCUPANCY
Multi-Purpose Room	\$100	\$150	93 Max
Gym Court	\$150	\$225	30 Max
Blue Water Room	\$100	\$150	25 Max
Salt Water Room	\$100	\$150	27 Max
Pool Party + Room Includes 1 hr. room rental, + 2 hr. pool party	\$150	\$225	Up to 12 Youth Ages 1-17
Pool Party + Party Room Includes 1 hr. room rental, + 2 hr. pool party	\$175	\$263	12-25 Youth Ages 1-17
Blue Water & Salt Water Room & Pool Party Includes 1 hr. room rental, + 2 hr. pool party	\$250	\$375	Up to 20 Youth Ages 1-17 Mon-Thurs Only

WCP&R FACILITY RENTAL RATES**Hourly Rates**

PACE	RESIDENT	NON-RESIDENT	AMENITIES
Optimist Clubhouse	\$35	\$70	88 Max
Old Cove Creek Gym	\$35	\$70	400 Max
Tot Lot Shelter	\$50	\$75	6 Picnic Tables/2 Grills
Industrial Park Shelter	\$25	\$38	4 Picnic Tables
Old Cove Creek Shelter	\$25	\$38	9 Picnic Tables
Howard's Knob Shelter	\$25	\$38	6 Picnic Tables/1 Grill
Brookshire Park Shelter	\$25	\$38	4 Picnic Tables/1 Grill
Rocky Knob Shelter	\$25	\$38	4 Picnic Tables/1 Long Tbl
Small Optimist Field	\$25 + \$25/hr for lights	\$38 + \$25/hr for lights	
Large Optimist Field	\$25 + \$25/hr for lights	\$38 + \$25/hr for lights	
Small Industrial Field	\$25 + \$25/hr for lights	\$38 + \$25/hr for lights	
Large Industrial Field	\$25 + \$25/hr for lights	\$38 + \$25/hr for lights	
Small Industrial Field	\$25 + \$25/hr for lights	\$38 + \$25/hr for lights	
Complex 1 Field	\$25 + \$25/hr for lights	\$38 + \$25/hr for lights	
Complex 2 Field	\$25 + \$25/hr for lights	\$38 + \$25/hr for lights	
Complex 3 Field	\$25 + \$25/hr for lights	\$38 + \$25/hr for lights	
Brookshire Field	\$25 + \$25/hr for lights	\$38 + \$25/hr for lights	
Old Cove Creek Field	\$25 + \$25/hr for lights	\$38 + \$25/hr for lights	



FACILITY RENTAL GUIDELINES



Facility Care Deposit

- \$50 clean up deposit required for the facility use. (Refundable if trash is picked up and areas are left as deemed due to normal wear and tear.)

Cancellation Policy

- We require a 48-hour notice of cancellation prior to the event. A special credit may be granted which can be applied to a future facility rental. Less than 48-hour notice will fall under our No Refund Policy, and full payment will be expected.

Outside Food Policy

- Absolutely no food will be allowed inside of the gymnasiums. For all other rental areas, prior approval must be granted to serve food during your rental time.
- Alcohol and tobacco (including vaping and e-cigs) is strictly prohibited in and on all county premises.

Set Up & Clean Up

- If an event requires early set up and clean up time (such as for large events or tournaments), a Rehearsal/ Early Set up fee will be charged. Otherwise, all time frames include the set up and clean up time, not just the time of the event.

Holiday Rentals

- Rentals will not be booked on holidays or days that Watauga County is closed, unless the event can be appropriately staffed and supported during that time. Extra fees will be charged.

Proof of Liability

- All events, other than county-related events, must provide proof of liability insurance as part of the application and contract process. Details regarding liability insurance are included on your Terms & Conditions form.

Policies Regarding Additional Needs

- Audio or visual equipment can be requested when completing the Rental Request Form. Requests for A/V must be received at least 10 days prior to the event. If an IT is either requested or required for the event, the staff fee for the tech will be billed to the user.
- The Facility Director shall be informed of any room set up requests at least 10 working days prior to the event. Room set ups will be charged to the user based on size of the room, complexity of the set up, and staff time required. If using the room "as is," there will be no set up charge assessed.
- If any additional last minute requests are made after the aforementioned deadlines, it may not be possible to meet those requests. If it is possible, the user will be responsible for any charges incurred in fulfilling the request.

Process for Facility Rentals

- Complete the Rental Request Form.
- The RRF will be reviewed to determine if the event can and should be held at the CRC.
- Once approved, the user will then be sent a Terms & Conditions form to review, sign/initial and submit to the CRC.
- All of the following documents & items must be received from the user:
 - Signed and initialed Terms and Conditions form
 - All payments received within the prescribed deadlines
 - Signed Rental Request Form
 - All advertising materials pertaining to the event.

AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Renewal of Red Cross Lease

MANAGER'S COMMENTS:

The American Red Cross is requesting renewal of the lease set to expire March 31, 2020. The new request is for an eight (8) year term. Rent is one dollar (\$1) per year. The lease has already been advertised and is now able for the Board to adopt should that be the pleasure of the Board.

Board direction is required.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

Resolution of Watauga County Board of County Commissioners

Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on February 4, 2020, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to the American National Red Cross that certain office space in the building known as the Health Department Building (the "Leased Premises") located at 126 Poplar Grove Ext., Suite 202, Boone, NC 28607 (the "Property") in Watauga County, North Carolina, and being approximately 90 square feet of office space, for a term of eight (8) years, unless either Watauga County or the American National Red Cross gives written notice no less than thirty (30) days that the other party intends to terminate the lease early. The rent to be paid by the American National Red Cross to Watauga County during the term of the lease is One Dollar (\$1.00) per annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

ADOPTED this the 4th day of February, 2020.



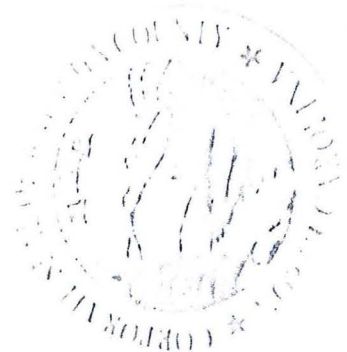
John Welch, Chairman

Watauga County Board of County Commissioners

ATTEST:



Anita Fogle, Clerk to the Board



STANDARD FORM OF SPACE LICENSE AGREEMENT
FOR THE TEMPORARY USE OF
FACILITIES

(CUBICLE OR ROOM)

TERMS AND CONDITIONS

Effective Date: The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Licensor and Licensee on this Form.

Owner of the Facility (the "Licensor"):

Watauga County

Legal Name of the User of the Room (the "Licensee"):

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (1998)).

Date Upon which the Licensee May Begin to Use the Room (the "Start Date"):

4/1/2020

Date Upon Which the Licensee Must Vacate the Room (the "Expiration Date"):

3/31/2028

Building Owner and Licensor's Business Address:

Watauga County, 814 West King St, Boone, NC 28607

Room User and Licensee's Business Address:

9450 SW Gemini Dr., #75048, Beaverton, OR 97008-7105

Street Address of the Building Where the Room is Located:

126 Poplar Grove Ext, Suite 202, Boone, NC 28607

Permitted Use(s) of Licensed Room (check those applicable):

- General Office
 Training and/or Testing
 Storage

Description of Licensed Room:

90 SF; office space, storage

This Temporary Space License Agreement (the "Agreement") is dated and intended to be effective as of the Effective Date set forth above, and made by and between the Licensor and the Licensee named above. Under the Agreement, the Licensee is permitted to use and occupy, on a temporary basis, the space described above (the "Room") in the Building at the Location set forth above (the "Building").

1. **Grant of License.** Licensor grants Licensee the right to use the Room for the Permitted Use(s) described above. This license includes reasonable ingress and egress to and from the Room through the Building's common areas. Licensee shall not have the right to use any other space in the Building (such as library, conference rooms, break room, coffee room) or any equipment belonging to Licensor unless the Licensor gives written permission to do so. This Agreement is not a lease and Licensee is granted no leasehold interest in the Room.
2. **Term.** Licensee's right to use the Premises shall begin on the Start Date and shall end on the Expiration Date. On or before the Expiration Date, Licensee shall vacate the Room. Licensee shall repair all damage caused by Licensee's occupancy, at Licensee's sole cost and expense.
3. **Early Termination.** Either party may terminate this agreement for any reason upon thirty (30) days prior notice to the other party.
4. **License Fee.** Licensee shall pay, as a license fee, the amount of \$ 1.00 per year.

5. Licensee's Conduct. Licensee agrees to keep the Room in good condition and promptly repair all damage to the Premises or the Building caused by Licensee's negligence, and not to disrupt, adversely affect or interfere with other occupants of the Building.
6. Condition of Premises and Building. Licensor makes no warranty or representation about the Room or the Building. Licensee accepts the same "AS IS." Licensor is under no obligation to prepare or repair the Room or the Building for Licensee.
7. Indemnification. Licensee shall defend, hold harmless, and indemnify Licensor against any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the said Licensee during its use of the Room.
8. Insurance. Licensee shall carry the following insurance coverage:
 - A. Commercial General Liability with an occurrence limit of at least one-million dollars (\$1,000,000) and an aggregate limit of at least two-million dollars (\$2,000,000);
 - B. Commercial Automobile Liability with a combined single limit of at least one-million dollars (\$1,000,000);
 - C. Workers Compensation coverage with statutory limits for the jurisdiction in which the premises are located and Employers' Liability with limits of at least one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) disease – each employee and one million dollars (\$1,000,000.00) disease – policy limit.
9. Licensor's Right to Revoke License. Upon reasonable prior written notice to Licensee, Licensor may revoke the license represented by this Agreement if Licensee (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Licensor describing same. If this license is so revoked, Licensee shall forthwith vacate the Room in a neat and orderly manner. Licensor shall have all rights and remedies available to it under applicable law.
10. No Assignment. Licensee shall not, and shall not have any right to, assign or transfer, or sublicense this Agreement. Licensor shall have no obligation to consider or approve any such transfer, regardless of the circumstances.

11. Casualty or Condemnation Affecting Premises. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Room, this License shall terminate and Licensee shall have no right to restoration of the Room or to receive any compensation whatsoever.
12. Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.
13. Governing Law and Binding Effect. This Agreement shall be governed by and construed under the laws of the state in which the Building is located. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.
14. Brokers/Consultants. Licensor and Licensee each represent to the other that there is no broker in this transaction. Each party shall indemnify the other against the claims of any broker.
15. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver and perform under this Agreement.

Signatures are on the next page.

AMERICAN NATIONAL RED CROSS
AND "LICENSEE:"

By: _____

(Signature)

Name: Phillip E. Olsberg

Title: Director, Real Estate Services

Date:

**BUILDING OWNER AND
"LICENSOR:"**

By: _____

(Signature)

Name:

Title:

Date:

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AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Rt qraqf 'Tgpgy cñqñ Watauga'Eqwv Arts Council Lease

MANAGER'S COMMENTS:

The Watauga County Arts Council is requesting renewal of the lease set to expire March 31, 2020. The new request is for a four (4) year term with automatic ninety (90) day renewals. Rent is one dollar (\$1) per year. The lease has already been advertised and is now able for the Board to adopt should that be the pleasure of the Board.

Board direction is required.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

Resolution of Watauga County Board of County Commissioners

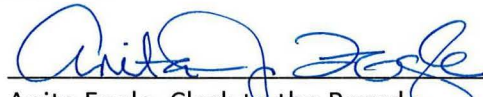
Pursuant to NCGS 160A-272, notice is hereby given that at the regular commissioner meeting of the Watauga County Board of County Commissioners on February 4, 2020, the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to the Watauga County Arts Council that certain building known as the Old New River Building (the "Leased Premises") located at 377 Shadowline Drive, Boone, NC 28607 (the "Property") in Watauga County, North Carolina, and being approximately 0.537 acres of property, for a term of five ^{four (4)} years, with automatic ninety (90) day renewals unless either Watauga County or the Watauga County Arts Council gives written notice no less than sixty (60) days that the other party intends not to renew the Lease Agreement. The rent to be paid by the Watauga County Arts Council to Watauga County during the term of the lease is One Dollar (\$1.00) per annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

2/4/20

ADOPTED this the 4th day of February, 2020.


John Welch, Chairman
Watauga County Board of County Commissioners

ATTEST:


Anita Fogle, Clerk to the Board





MEMORANDUM

To: Deron Geouque, Watauga County Manager

From: Watauga County Arts Council
 Cherry Johnson, Executive Director

Date: January 28, 2020

The Watauga County Arts Council would like to be included on the February 4, 2020 Meeting Agenda of the Watauga County Commissioners to make them aware that the lease between the Arts Council and the Watauga County Commissioners for the building located at 377 Shadowline Drive will be expiring effective April 15, 2020.

Our original lease took effect on April 16, 2013 and was set to expire on April 15, 2015. In late 2014 it was renewed for an additional five years. We will be asking that the Commissioners consider renewing our lease for another term of comparable length.

At the February meeting our newly elected President, Ginger Bryant, and I would like to very briefly share with them some of the many reasons why the Blue Ridge ArtSpace has become such a thriving Community Arts Center serving so many county residents and visitors.....and also some of our plans and visions for our next few years in this location.

We would also like to take advantage of this opportunity to publicly thank the Commissioners for their support of the Arts Council through the use of this building over the last few years and to personally invite you and them to attend a special upcoming event where you will be able to experience the Blue Ridge ArtSpace firsthand.

377 Shadowline Drive • Boone, NC 28607 • 828-264-1789 • www.watauga-arts.org

This instrument drawn by: Eggers, Eggers, Eggers and Eggers, Attorneys at Law, Boone, N. C. 28607

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT, made and entered into this 19th day of August, 2014, by and between Watauga County, a body politic of the State of North Carolina, hereinafter referred to as Lessor; and the Watauga County Arts Council, Inc., a non-profit corporation duly formed and existing pursuant to the laws of the State of North Carolina, hereinafter referred to as Lessee;

W I T N E S S E T H :

1. PREMISES: That for and in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set forth, the Lessor does hereby demise and lease unto the Lessee and the Lessee does hereby lease from the Lessor the entire property located at 377 Shadowline Drive; Boone, NC 28607 including rights to the use of the parking lot located on the premises as set forth in the deed.

2. ACCEPTANCE OF PROPERTY: Neither the Lessor nor its agents have made any representations with respect to the building, the land upon which it is erected, or the leased property except as expressly set forth therein and no rights, easements, or licenses are acquired by the Lessee by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the leased property by the Lessee shall be conclusive evidence that the Lessee accepts the same "as is" with the exception of the

provision for improvements as set forth herein.

3. TERM: This lease shall be for a term of five (5) years, commencing on April 16, 2015, and ending on April 15, 2020, and shall automatically renew for successive ninety (90) day periods upon the termination of this term upon the same terms and conditions contained herein unless either party provides to the other not less than sixty (60) days notice that said party intends not to renew the Lease Agreement for any successive terms. However, Lessee shall have the right to terminate the Lease at any time by providing sixty (60) days written notice to Lessor.

4. RENT: The Lessee shall pay to the Lessor, rent for the premises in the amount of one dollar (\$1.00) per year for each of the years under the term of this agreement. For each renewal period following the initial term of this Lease, Lessee shall pay to Lessor rent in the amount of one dollar (\$1.00).

All such payments required under this lease shall be made to Watauga County, c/o Margaret Pierce, Finance Director, 814 West King Street, Suite 216, Boone, North Carolina, 28607, or to such other person or at such other place as Lessor may designate in writing.

5. USE OF THE PREMISES: Lessee represents and warrants that it is a North Carolina not-for-profit corporation and that its primary purpose is the promotion of art, music, and related educational activities within Watauga County. The Lessor finds that the development and promotion of art, music, and related educational activities is an appropriate community activity which it is authorized to support in accordance with North Carolina law. As such the

premises subject to this agreement shall only be used for activities which are part of the business operation of Lessee including, but not limited to visual art galleries, art and music classes, educational programs, craft enrichment, cultural enrichment programs, meetings, events, and similar activities.

6. INSURANCE: The Lessee shall obtain a public liability insurance policy for the minimum coverage of \$500,000 bodily injury and property damage liability (combined single limit), \$500,000 each occurrence and \$500,000 aggregate. Lessor shall be named as an additional insured on said policy and shall be furnished with a copy of same. Upon the Lessee's failure to obtain said public liability insurance policy, Lessor, may at its option, but is not required to do so, obtain such insurance and the costs thereof shall be paid as additional rent due and payable from Lessee on the next ensuing day that rent is due. Lessor shall not be liable to Lessee for any business interruption or any loss or damage to property or injury or death of persons occurring in or on the demised premises, or in any manner growing out of or connected with the Lessees' use and occupancy of the demised premises, or the condition thereof. This release shall also apply to the extent that such business interruption, loss or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Lessor or Lessee, or both. Nothing herein shall be construed to impose any other or greater liability upon Lessor than what would have existed in the absence of this provision. Any insurance policies of the Lessee shall contain a clause to the effect that this release shall not affect the right of the

insured to recover under such policies. The release in favor of the Lessor contained herein is in addition to and not in substitution for or in diminution of, the hold harmless and indemnification provisions of this Lease Agreement.

7. REPAIRS: Except as otherwise provided herein, the Lessee shall, at the Lessee's own expense, make all necessary repairs and replacements to the interior and exterior of the demised premises. All repairs and replacements shall be in quality and class at least equal to the original work. Upon default of the Lessee in making such repairs or replacements, the Lessor, may, but shall not be required to, make such repairs or replacements for the Lessee's account and the expense thereof which shall constitute and be collectable as additional rent.

Lessee shall perform any and all necessary maintenance upon the property, including but not limited to maintaining the porch, walkways, parking lot, sideyards, and landscaping.

8. IMPROVEMENTS OF THE PROPERTY: Any alterations or improvements may only be made by the Lessee with the written consent of the Lessor, which shall not be unreasonably withheld. Any alteration, addition or improvement made by Lessee, shall at Lessor's option become the property of the Lessor, upon the expiration or other sooner termination of this lease; provided, however, that Lessor shall have the right to require the Lessee to remove any fixtures at the Lessee's cost upon such termination of this lease. Lessee may, prior to the expiration of the Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed on the premises, provided

Lessee repairs all damage to the Premises caused by such removal.

With the written consent of the Lessor which shall not be unreasonably withheld, the Lessee shall have the right to construct, erect, place, paint, maintain and control of the demised premises, any sign or signs which may be necessary in the conduct of its business within the requirements of the Town of Boone Unified Development Ordinance, and it shall have the right to remove the sign or signs at the expiration or earlier termination of this lease, provided, that upon the removal of said sign or signs, the said building shall be put in the same condition it was in at the time of the placing or painting of said signs, as far as is reasonably possible.

9. SECURITY DEPOSIT: The Lessor shall not require Lessee to post a security deposit with Lessor during the term of this Lease Agreement.

10. UTILITIES: The Lessee shall pay all charges for gas, electricity, lights, heat, power and telephone or other communication service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessor against any liability or damages on such account. Lessee shall pay all charges for water and sewer service used, rendered or supplied upon or in connection with the demised premises and shall indemnify Lessee against any liability or damage on such account. Utilities shall be transferred to the Lessee as soon as feasible upon the signing of this lease.

11. ASSIGNING AND SUBLETTING: The Lessee shall not assign this lease or sublet any part of the demised premises without the prior written consent of Lessor, which shall not be unreasonably withheld. Lessor

understands and agrees that Lessee will operate programs within the Leased Premises in conjunction with the Appalachian State University Hayes School of Music Community Music School and the Michael Patricelli Craft Enrichment Program, which are specifically approved by the Lessor to conduct programs and other functions as a licensee of the premises, so long as they comply with all terms and conditions of this Agreement.

12. SURRENDER OF THE DEMISED PREMISES: At the expiration of the initial lease term, the Lessee shall surrender the demised premises in as good a condition as they were in at the beginning of the term unless neither party has given notice of its intent not to renew the Lease pursuant to Paragraph (3) above. The parties agree and understand that the Lessor has currently determined that the Leased Premises are listed for sale by Lessor and Lessor enters into this Lease pursuant to a finding that it does not have a present need for this location pursuant to N.C. Gen. Stat. §160A-272.

13. DAMAGE OR DESTRUCTION BY FIRE: In the event that the demised premises shall be damaged or destroyed by fire, the elements or other casualty, during the continuance of this lease, to such extent that same cannot be restored to as good a condition as same were in prior to such damage within ninety (90) days thereafter, either the Lessor or Lessee shall have the right to cancel or terminate this lease with the rents to be adjusted as of the date of the damage or destruction. Lessee shall be responsible for all of its personal property on or about the demised premises and shall keep the same adequately insured against loss by fire or the elements.

14. CONDEMNATION: If the whole of the demised premises shall be condemned and taken by any governmental authority or other entity having a power of eminent domain, then this lease shall immediately terminate, and the Lessee shall have no interest in any damages and/or monies paid by virtue of such condemnation.

In the event of a partial appropriation or condemnation of the demised premises that does not materially affect the Lessee's use thereof, the Lessee shall continue in possession of the unappropriated part of the demised premises under the terms and conditions hereof, except that in such case if the Lessee actually loses the use of part of the demised premises, the Lessee shall be entitled to an equitable reduction in rent payable hereunder. In the event such partial appropriation or condemnation materially affects the Lessee's use of the demised premises, the Lessee may, at its option, terminate this lease and Lessor shall refund the Lessee any unearned rental existing at the time of said termination. However, the Lessee shall have no interest in any damages and/or monies paid by virtue of such condemnation.

Notwithstanding the foregoing, Lessee shall be entitled to a separate award made to Lessee for loss of business, moving expense or the taking of Lessee's fixtures or equipment, if a separate award for such items is made.

15. INDEMNITY: Except where caused by the intentional act of the Lessor, or its agents, employees, licensees or assigns, the Lessee shall indemnify and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal

injury and/or damage to property arising from or out of any occurrence in, upon or at the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, its agents, employees or invitees. In case the Lessor (the Indemnified party) shall, without fault on its part, be made a party to any litigation instituted against the Lessee (the indemnifying party), then the indemnifying party shall protect and hold the indemnified party harmless and shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the indemnified party in such litigation. In addition, Lessee shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Lessor in enforcing the covenants and agreements of the Lessee contained in this lease.

16. DAMAGES: If the demised premises shall be deserted or vacated, or if proceedings are commenced against the Lessee in any court under a bankruptcy act or for the appointment of a trustee or receiver of the Lessees' property either before or after the commencement of the lease term, or if there shall be a default in the payment or rent or any part thereof for more than ten (10) days after written notice that rent is past due by Lessor to Lessee, or if there shall be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained, or hereafter established on the part of the Lessee for more than twenty (20) days after written notice of such default by Lessor, this lease (if Lessor so elects) shall thereupon become null and void, and the Lessor shall have the right to re-enter or repossess the demised premises, either by force, summary proceedings, surrender or

otherwise and dispossess and remove therefrom the Lessee, or other occupants thereof, and their effects, without being liable to any prosecution thereof. In such case, Lessor may, at its option, relet the demised premises or any part thereof, as the agent of the Lessee, and the Lessee shall pay Lessor the difference between the rent hereby reserved and agreed to be paid by the Lessor for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term.

17. QUIET ENJOYMENT: Lessor covenants that if and so long as Lessee pays the rent and performs all of the terms, covenants and conditions of this lease on Lessee's part to be performed, Lessee shall peaceably and quietly have, hold and enjoy the demised premises for the term of this lease, but always subject to the provisions of the lease.

18. NOTICE: All notices, consents, requests, instructions or other communications provided for herein, shall be deemed validly given, made and served if in writing and either delivered personally or sent by certified or registered mail, postage prepaid and, pending the designation of another address, addressed as follows:

IF TO LESSEE: Watauga County Arts Council, Inc.
 Attn: Cherry Johnson
 377 Shadowline Drive
 Boone, NC 28607

IF TO LESSOR: Watauga County
 c/o Deron Geouque, Watauga County Manager
 814 West King Street, Suite 205
 Boone, NC 28607

Any such notices, consents, requests, instructions or other communications sent by certified or registered mail shall for the purposes of this lease be considered received three (3) business days after it is deposited in the United States Mail, postage prepaid.

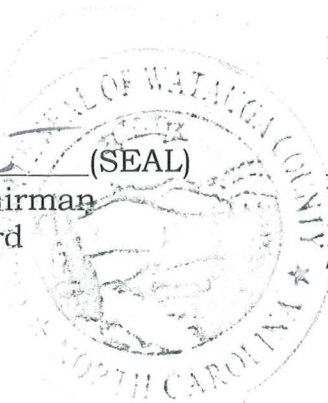
19. MISCELLANEOUS: All rights and liabilities herein given to or imposed upon either of the parties hereto, shall extend to the principals, assigns and, administrators of such parties. Unless the context expressly or impliedly requires or indicates a contrary meaning whenever used in this lease, a noun or pronoun in any gender shall include the remaining genders, the singular shall include the plural and the plural shall include the singular. The parties agree that each party has participated in the drafting and negotiation of this Lease Agreement and that the terms contained herein shall not be construed against either party. The laws of the State of North Carolina shall control this lease. This agreement comprises the entire understanding of the parties and may only be modified in writing, properly executed by the parties.

IN WITNESS WHEREOF, the said Lessor and Lessee have caused this instrument to be duly executed and sealed, the day and year first above written.

LESSOR:

LESSEE:

David R. Blust
David Blust, Vice-Chairman
Watauga County Board
of Commissioners

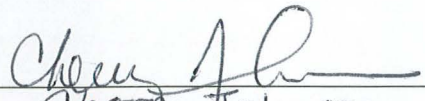


Patricia Lanno (SEAL)
Watauga County Arts, Council, Inc.
By: Patricia Lanno
Title: Board President


Attest:


Anita Fogle, Clerk to the Board

Attest:


By: Cherry Johnson
Title: Executive Director

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


Deron Geouque
Deputy Finance Director

§ 160A-272. Lease or rental of property.

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in subsection (b1) of this section) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice as required by subsection (a1) of this section need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less.

(b1) Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

- (1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.
- (2) For the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years.
- (3) For the operation and use of components of a wired or wireless network, for a term up to 25 years; provided, however, that the lease is entered into with a private broadband provider or a cooperative in connection with a grant agreement pursuant to G.S. 143B-1373 and is for a discrete and specific project located in an unserved area of an economically distressed county seeking to provide broadband service to homes, businesses, and community anchor points not currently served.

(d) Notwithstanding subsection (a) of this section, any lease by a city of any duration for components of a wired or wireless network shall be entered into on a competitively neutral and nondiscriminatory basis and made available to similarly situated providers on comparable terms and conditions and shall not be used to subsidize the provision of competitive service. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1; 2014-120, s. 34; 2015-246, s. 9; 2018-5, s. 37.1(c).)

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AGENDA ITEM 14:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Proposed Lease With NC Forest Service for Office Space At The Cooperative Extension Building*****MANAGER'S COMMENTS:**

The NC Forest Service is requesting to lease one of the vacant offices at the Cooperative Extension building. Jim Hamilton volunteered the space. The NC Forest Service is in need of the space due to poor conditions of their doublewide located at the landfill. The lease would be temporary until the Forest Service could find a new location. The County Manager has offered their current site allowing them to remove the doublewide and replace with another which is going to be the most cost effective option. However, Raleigh has given the direction to pursue the acquisition of land and the construction of a new facility. This option will likely not happen due to land prices in the county and the limited budget set for the project.

Staff seeks direction from the Board to lease office space to the NC Forest Service.

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AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Boards and Commissions

MANAGER'S COMMENTS:

Economic Development Commission (EDC)

EDC member Savannah Garland has had to resign due to accepting a new job in Kingsport, Tennessee. A Volunteer Application was received by Mr. Kelly Coffey for consideration to fill her unexpired term. This is a first reading.

Tourism Development Authority (TDA)

The following Watauga County TDA Board members terms expired at the end of February:

Tina Houston of Reid's Café & Catering and The Beacon Event facility

Matt Vincent of VPC Builders (Current TDA Board Chair)

Lisa Cooper of Mast General Store.

All three are willing and eligible to be re-appointed to 3-year terms and the TDA Board supports the re-nomination of each of them.

Appointment of TDA Chair

The TDA Board Chair is appointed by the Board of Commissioner. Mr. Matt Vincent is eligible to continue in that role or you may appoint a new chair. All Board Members are listed in your packet.

Volunteer Application
Watauga County Boards And Commissions

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

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

Name: Kelly Coffey
Home Address: 385 Hodges Miller Road
City: Blowing Rock Zip: 28605
Telephone: (H) 295-3771 (W) 265-5434 ext 114 (Fax) 265-5439
Email: kelly@theravenrocks.com
Place of Employment: High Country Council of Governments
Job Title: Senior Planner

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

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

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

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

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

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

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

1. Economic Development Commission
2. _____
3. _____

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.

Work Experience:

I have worked as a planner with High Country Council of Governments for 21 years. Much of this job is related to economic development, as we assist local governments with projects that create or retain jobs. I have been involved with a wide variety of economic development projects ranging from conventional manufacturing (e.g. GE Aviation, Altec, Tyson) to arts & crafts to agriculture. I've had much interaction with EDCs and know most of the directors in our region well. I communicate regularly with state & federal agencies that fund economic development projects (e.g. Appalachian Regional Commission, US Dept of Commerce Economic Development Administration, NC Dept of Commerce) & have long-established relationships with their representatives. Much of my day-to-day work involves grant writing or administration, but our agency has also compiled economic development plans for several counties. 📄

Volunteer Experience:

I was one of the founding board members of Blue Ridge Conservancy, serving on the board for 20 years, including several years as president & vice-president. I recently rotated off, but I'm still active on a committee, which I chaired for a number of years. Early on, our priorities included the preservation of "working" landscapes; i.e. not locking land up in a preserve, but protecting it while still allowing economic activity, such as farming or timbering. Such a philosophy is shared by the Blue Ridge Resource Conservation & Development Council, an entirely separate organization where I've served on the Council for 10+ years. As the name implies, the organization strives to implement conservation-based economic development. An example of an RC&D project is the use of landfill methane in Yancey/Mitchell Counties to power heaters for a commercial greenhouse. 📄

Other Experience:

I worked in retail businesses for 11 years while in school and a few years afterwards.

In addition, I think I could bring an agricultural perspective to the EDC that might not be presently represented (?) based on my experience as a farmer, as chair of the Farmland Preservation Advisory Board, and my work on agricultural economic development projects in other counties. I assisted Wilkes County with a cattle genetic improvement project and developed a farmland preservation plan for Ashe County. I'm currently helping Ashe County secure funding for a livestock sales facility. Other agricultural economic development projects where I've been involved include a farmers market and two food hubs.

Other Comments:

I think it's important for economic development to be sustainable; an overused word but one that is still descriptive of an economy that preserves the environment and enhances our quality of life. It's especially critical in Watauga County, where the environment and quality of life underlie much economic activity. Traditional economic development approaches still work to some degree, but I would be open to innovative projects and unconventional ideas.

Signature: _____

Date: _____

2-27-20

[Print Form](#)

[Reset Form](#)



TO: Watauga County Board of Commissioners

FROM: Wright Tilley; TDA Executive Director

RE: TDA Board Appointments

Dear Watauga County Commissioners,

The Watauga County TDA has three board seats that will expire at the end of February. These three seats are currently filled by Tina Houston of Reid's Café & Catering and The Beacon Event facility; Matt Vincent of VPC Builders and current TDA board chair; and Lisa Cooper of Mast General Store.

All three individuals are willing and eligible to be re-appointed to another 3-year term on the TDA board.

Each of these board members have been excellent board members and all have strong attendance records. The TDA board supports the re-nomination of all of these current members.

We would also need you all to appoint a TDA board chair. If you re-appoint Matt Vincent, he is eligible to continue in that role, or you may appoint a new chair. Attached is a current list of all seven TDA Board members.

Best Regards,

Wright Tilley



Watauga County Tourism Development Authority

331 Queen Street, Suite 104, Boone, NC 28607 828-266-1345 ExploreBoone.com



Current Watauga County TDA Board Members

Matt Vincent – Board Chair	VPC Builders - at large board seat
Tony Gray – Vice Chair	(Retired) – at large board seat
Kim Rogers	Jenkins Rentals – member who collects occupancy tax
Jim Neustadt	Valle Crucis Log Cabin Rentals – member who collects tax
Brad Moretz	App Ski Mountain – member who collects tax
Lisa Cooper	Mast General Store – business that supports tourism
Tina Houston	Reid’s Café & The Beacon – business that supports tourism



Watauga County Tourism Development Authority

331 Queen Street, Suite 104, Boone, NC 28607 828-266-1345 ExploreBoone.com

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AGENDA ITEM 14:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****E. Announcements*****MANAGER'S COMMENTS:**

Caldwell Community College and Technical Institute invite you to attend the Building Dedication and Open House on Tuesday, April 7, 2020, at 5:30 P.M.

The CCC&TI Board also invites you to join them for a combined Board meeting with the Board of Education at 4:00 P.M. prior to the building dedication/open house. This meeting is typically in May; however, it is being combined with the open house this year.

The Watauga Compassionate Community Initiative 2020 Conference will be held on Saturday, May 16, 2020, from 8:00 A.M. to 3:15 P.M. at Watauga High School. The Opening Keynote Speaker will be Brandon Wrencher and the Keynote Speaker will be Allison Sampson-Jackson. Please let Anita know if you wish to attend and she will be glad to RSVP on your behalf.

From: Watauga Compassionate Community Initiative <invite@eventbrite.com>
Sent: Tuesday, March 03, 2020 11:27 AM
To: Anita.Fogle
Subject: You're invited to WCCI 2020 Conference "Community is the Solution" (May 16, 2020)

You are invited to the following event:

WCCI 2020 CONFERENCE "COMMUNITY IS THE SOLUTION"



Event to be held at the following time, date, and location:

Saturday, May 16, 2020 from 8:00 AM to 3:15 PM (EDT)

Watauga High School
 300 Go Pioneers Drive
 Boone, NC 28607

[View Map](#)

[Attend Event](#)

Share this event:



Already registered? [Send this to a friend!](#)

Not yet signed up? [Registration closes April 1. Don't miss out!](#)

[Please click here to view the BREAKOUT SESSIONS AVAILABLE.](#)

The registration process is time limited; previewing the Breakout Sessions is advised prior to beginning registration.

Watauga Compassionate Community Initiative "Community is the

Solution" Conference includes an opening session, three workshop sessions, lunch, information fair, and a closing keynote address.

The opening address features Brandon Wrencher, community activist, pastor & blogger on relationships, race, & communities. The afternoon keynote speaker is Allison Sampson-Jackson, motivational speaker for trauma-informed care and treatment practices.

Lunch is provided. You may provide information about dietary needs in the registration process.

CHILDCARE We have made arrangements for affordable childcare options via Kid Cove and Watauga Parks and Recreation. Preregistration is required and must be completed by Thursday, May 7. If you would like more information, please contact Christelle Marsh at christelle.marsh@dhhs.nc.gov

Share this event on [Facebook](#) and [Twitter](#).

We hope you can make it!

Cheers,

Watauga Compassionate Community Initiative

This invitation was sent to anita.fogle@watgov.org by the organizer of this event, [Watauga Compassionate Community Initiative](#).

To stop receiving invitations from this organizer, you can [unsubscribe](#).

Eventbrite, Inc. | 155 5th St, 7th Floor | San Francisco, CA 94103

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AGENDA ITEM 15:

PUBLIC COMMENT

AGENDA ITEM 16:

BREAK

AGENDA ITEM 17:

CLOSED SESSION

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