

## Public Service Announcement

In order to maintain the safety of County residents, the Watauga County Board of Commissioners Meeting scheduled for 8:30 A.M. on Tuesday, May 5, 2020, will be conducted electronically. The Board Packet, including the agenda, is available on the County's website at:

[http://www.wataugacounty.org/App\\_Pages/Dept/BOC/boardpacket.aspx](http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx)

**The public may access this meeting by calling: +1 929 205 6099**

**Once you call, you will be prompted to enter the following:**

**Meeting ID: 946 0126 1895**

**Password: 12345**

The County is making every effort to ensure that the public is able to, not only listen to the meeting, but also to participate in the public comments portion. You may submit public comment by email to: [public.comments@watgov.org](mailto:public.comments@watgov.org) or by mail to:

Clerk to the Board of Commissioners  
814 West King Street, Suite 205  
Boone, NC 28607

Public comments received by 5:00 P.M. on Monday, May 4, 2020, will be available to view by the time of the meeting (May 5, 2020, at 8:30 A.M.) on the County's website at: [http://www.wataugacounty.org/App\\_Pages/Dept/BOC/boardpacket.aspx](http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx)

**This meeting also includes a public hearing.** In order to participate in the public hearing, please call 828-265-8000 by 5:00 P.M. on Monday, May 4, 2020, and sign up to speak by giving your name and the phone number from which you will be calling in to participate. Once the public hearing is called to order, the Chairman will call the name of those signed up when it is their turn to speak.

A recording of this meeting will be available by 5:00 P.M. on Tuesday, May 5, 2020, on the County's website at:

[http://www.wataugacounty.org/App\\_Pages/Dept/BOC/boardpacket.aspx](http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx)

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

**TUESDAY, MAY 5, 2020  
8:30 A.M.**

**ELECTRONIC MEETING ORIGINATING FROM THE  
WATAUGA COUNTY ADMINISTRATION BUILDING  
MANAGER’S CONFERENCE ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: April 21, 2020, Regular Meeting April 21, 2020, Closed Session		1
	3	APPROVAL OF THE MAY 5, 2020, AGENDA		9
8:35	4	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON A PROPOSED APPROPRIATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO NC G. S. 158-7.1	MR. JOE FURMAN	11
8:40	5	CORONAVIRUS (COVID-19) COMMUNITY UPDATE	MS. JENNIFER GREENE	23
8:45	6	STAYING AHEAD OF THE CURVE IN WATAUGA COUNTY – A PHASED-IN PLAN FOR RELAXING RESTRICTIONS AND PROTECTING PUBLIC HEALTH	MR. DERON GEOUQUE	25
8:50	7	FY 2021 APPALCART CONTRACTS	MR. CRAIG HUGHES	33
8:55	8	REQUEST FOR ACCEPTANCE OF THE FY 2020 SHIIP/MIPPA GRANT/CONTRACT	MS. ANGIE BOITNOTTE	51
9:00	9	PROPOSED CONTRACT FOR CONSULTANT/COMMERCIAL APPRAISAL SERVICES FOR THE 2022 REVALUATION PROJECT	MR. LARRY WARREN	69
9:05	10	BUDGET AMENDMENTS	MS. MISTY WATSON	89
9:10	11	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Presentation of the FY 2021 Capital Improvement Plan (CIP)		93
		B. Presentation of the Manager’s FY 2021 Recommended Budget		95
		C. Proposed Property & Liability Insurance and Workers Compensation Renewals Request		97
		D. Proposed Nurses Week Proclamation		109
		E. Announcements		111
9:15	12	PUBLIC COMMENT		112
9:20	13	BREAK		112
9:25	14	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		112
9:30	15	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

April 21, 2020, Regular Meeting

April 21, 2020, Closed Session

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, APRIL 21, 2020**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, April 21, 2020, at 5:30 P.M. remotely with the meeting originating in the Manager's Conference Room located in the Watauga County Administration Building, Boone, North Carolina.

**PRESENT VIA ELECTRONIC MEANS:**

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

Chairman Welch called the remote meeting to order at 5:33 P.M.

Commissioner Yates opened with a prayer and Vice-Chairman Kennedy led the Pledge of Allegiance.

Chairman Welch asked Clerk to the Board Fogle to call roll with those listed above responding as present.

**APPROVAL OF MINUTES**

Chairman Welch called for additions and/or corrections to the April 7, 2020, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the April 7, 2020, regular meeting minutes as presented.

VOTE: Aye-5  
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the April 7, 2020, closed session minutes as presented.

VOTE: Aye-5  
 Nay-0

**APPROVAL OF AGENDA**

Chairman Welch called for additions and/or corrections to the April 21, 2020, agenda.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the April 21, 2020, agenda as presented.

VOTE: Aye-5  
Nay-0

**CORONAVIRUS (COVID-19) COMMUNITY UPDATE**

Ms. Jennifer Greene, AppHealthCare Director, provided an update on the Coronavirus (COVID-19). The report was for information only and, therefore, no action was required.

**ACCEPTANCE OF DONATION TO SHERIFF'S OFFICE AND PURCHASE OF EQUIPMENT**

Captain Justin Wood stated that the Sheriff's Office had recently received a one-time donation for the purchase of equipment to assist local law enforcement in their efforts. The donation is in the amount of \$23,424.58 and would be used to purchase donor approved equipment.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to accept the \$23,424.58 donation to be used to purchase equipment.

VOTE: Aye-5  
Nay-0

**ECONOMIC DEVELOPMENT COMMISSION'S REQUEST TO ESTABLISH A LOCAL EMERGENCY LOAN PROGRAM FOR SMALL BUSINESSES**

Mr. Joe Furman, Planning and Inspections/Economic Development Director, stated that the Economic Development Commission (EDC) proposed to designate \$100,000 from the Economic Development Reserve Account, which currently has a balance of \$221,505, for a local emergency loan program for small businesses. This is possible through General Statute 158-7.1.

The goal was to raise \$400,000 by acquiring additional funds from Blue Ridge Energy, Skyline/Skybest, and others. Mr. Furman stated that Mr. David Jackson, Director of Boone Area Chamber of Commerce, was helping to get others involved. Because public funds were involved, the program could not include grants or low interest loans. The benefit to the borrower would be that the transactions could be made quickly. All funds would funnel through Mountain Biz Works, who would make the loans and administer the repayments. The hope was for all of the money to ultimately be returned to the County.

The proposed name of the program was "Reenergize Watauga Fund" and it would be promoted as a recovery loan to help small businesses reopen when the time comes. It could also be used

by some to fill the void until Federal funding comes through. It would have to be first come-first served.

Mr. Furman stated that a public hearing was required pursuant to NC G. S. 158-7.1 and requested, with time of the essence, it be scheduled for the Tuesday, May 5, 2020, Board meeting at 8:30 A.M. Mr. Furman stated that the actual program documents, including a contract with Mountain Biz Works, would be available for the May 5 meeting.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to establish the “Reenergize Watauga Fund” in principal and authorize \$100,000 from the Economic Development Capital Reserve Fund with the program documents to be considered after the public hearing was held.

VOTE: Aye-5  
Nay-0

### **REQUEST FOR APPROVAL OF CIVIL PENALTY**

Mr. Joe Furman stated that Waterfront Group/Deep Creek Holdings was recently granted preliminary plat approval of a 99 lot development on Shawnee Road known as Monteagle. A recent site visit by Mr. Chris Grubb, who was responsible for enforcement of the Erosion Control Ordinance, revealed that grading had occurred, and had obviously begun days before. His site visit was prompted by the observation of a Building Inspector that grading was occurring. The developer was aware that an erosion control plan had not been approved because it had been submitted, reviewed, and denied with a request for revisions and additional information.

Mr. Furman stated that the County Erosion Control Ordinance included a provision, in Section 23(a), to assess a \$5,000 per day penalty for violations, up to \$25,000. Mr. Furman stated that, since the Stop Work Order and Notice of Violation were issued and, it wasn’t definitively known how many days the work had been going on, he requested the Board assess a penalty of \$5000.00 (one day).

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to assess Waterfront Group/Deep Creek Holdings with a \$5,000 (one day) penalty for violation of the County’s Erosion Control Ordinance at the 99 lot development on Shawnee Road known as Monteagle.

VOTE: Aye-5  
Nay-0

### **EMERGENCY MANAGEMENT REQUEST TO PURCHASE RADIOS AND ACCESSORIES**

Mr. Will Holt, Emergency Services Director, requested approval for the purchase of five (5) portable radios and accessories in the amount of \$44,558.50. The radios were to provide back-up capability for the 911 Center. Adequate funds were budgeted in the current 2020 Fiscal Year.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the purchase of the five (5) portable radios and accessories, in the amount of \$44,558.50, as requested by Mr. Holt.

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 March 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 March 2020 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the Refunds and Releases Report for March 2020 as presented.

VOTE: Aye-5  
Nay-0

## **ANNE-MARIE PARK PAVING BID AWARD REQUEST**

Mr. Robert Marsh, Maintenance Director, stated that the following bids were received for the paving of the Anne-Marie Park parking lot:

<b>Bidder</b>	<b>Location</b>	<b>Bid Amount</b>
Moretz Paving	Zionville, NC	\$127,344.50
Boone Paving	Boone, NC	\$162,500.00
Tri-County Paving	West Jefferson, NC	\$139,800.75
Shatley	West Jefferson, NC	\$138,559.00

Moretz Paving provided the lowest responsive bid in the amount of \$127,344.50. This lot was part of the overall plan to provide parking for the new Community Recreation Center (CRC), baseball and soccer fields, and Greenway usage. Per the long term lease with the Town of Boone, Town Council approval was required to pave the lots. The County Manager was on the Town Council's agenda to seek approval.

Commissioner Turnbow, seconded by Commissioner Yates, moved to accept the bid from Moretz Paving in the amount of \$127,344.50 to pave the Anne-Marie parking lot and to direct the County Manager to seek Town of Boone approval for the paving of the parking lot.

VOTE: Aye-5  
Nay-0

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Acceptance of Recreation Trails Grant for Rocky Knob Park***

County Manager Geouque stated that at the June 16, 2019, Board of Commissioners meeting, approval was given to Mr. Kristian Jackson, Rocky Knob Trail Boss, to submit an application to the North Carolina Recreational Trails Program Grant. At that time, the Tourism Development Authority (TDA) agreed to provide the required 25% match, if the grant was awarded, of the \$100,000 requested. Mr. Jackson recently received notification that the grant was awarded.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to accept the \$100,000 grant from the North Carolina Recreational Trails Program Grant and to accept the matching funds to be provided by the County Tourism Development Authority (TDA).

VOTE: Aye-5  
Nay-0

### ***B. Boards and Commissions***

County Manager Geouque stated that Mr. Keith Deveraux, Director of High Country Workforce Development, had recommended, on behalf of the High Country Workforce Development Board, for Mr. Hayden Gibson to be reappointed to the High Country Workforce Development Board for a term beginning July 1, 2020, and ending June 30, 2022.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to waive the second reading and reappoint Mr. Hayden Gibson to the High County Workforce Development Board for a term beginning July 1, 2020 and ending June 30, 2022.

VOTE: Aye-5  
Nay-0

### ***C. Announcements***

County Manager Geouque announced the following:

- Budget Work Sessions are scheduled for May 14 from 12:00 P.M. to 8:00 P.M. and May 15 from 9:00 A.M. to 1:00 P.M. At this time, these meetings will be Zoom conference calls and follow the Electronic Meeting Policy adopted by the Board.
- 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.

Commissioner Wallin stated that the Watauga Compassionate Community Initiative 2020 Conference has been cancelled.

**PUBLIC COMMENT**

There was no public comment.

**CLOSED SESSION**

At 6:19 P.M., Commissioner Wallin, seconded by Commissioner Yates, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5  
Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to resume the open meeting at 7:36 P.M.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to adjourn the meeting at 7:37 P.M.

VOTE: Aye-5  
Nay-0

John Welch, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

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**AGENDA ITEM 3:**

**APPROVAL OF THE MAY 5, 2020, AGENDA**

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**AGENDA ITEM 4:****PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON A PROPOSED APPROPRIATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO NC G. S. 158-7.1****MANAGER'S COMMENTS:**

A public hearing has been scheduled to seek public comment regarding the proposed economic development appropriation of \$100,000 to provide partial funding for an emergency small business loan program.

Joe Furman, Planning and Inspections/Economic Development Director, will request the Board authorize a local emergency loan program for small businesses that was recently approved by the Economic Development Commission. The EDC proposes to designate \$100,000 from the Economic Development Reserve Account (\$221,505) for the program.

The goal is to raise \$400,000 by acquiring additional funds from Blue Ridge Energy, Skyline/Skybest and others. Because public funds are involved, the program cannot include grants or low interest loans. The benefit to the borrower would be that the transactions could be made quickly. All funds would funnel through Mountain Biz Works, who would make the loans and administer the repayments. The hope is for all of the money to be returned to the County.

The proposed name of the program is Reenergize Watauga Fund, and to promote it as a recovery loan to help small businesses reopen when the time comes. It could also be used by some to fill the void until federal funding comes through. It would have to be first come-first served.

The agreement for the program is included in the packet and has been reviewed and approved by the County Attorney. Board approval is required to establish the "Reenergize Watauga Fund" and authorize \$100,000 from the Economic Development Capital Reserve Fund.

## Public Hearing Notice – Economic Development

The Watauga County Board of Commissioners will conduct a public hearing at 8:30 A.M. on Tuesday, May 5, 2020, to consider an appropriation for economic development purposes pursuant to NC General Statute 158-7.1. The hearing will be conducted electronically. The public may access the meeting by calling: +1 929 205 6099. Once you call, you will be prompted to enter the following: Meeting ID: 946 0126 1895 and Password: 12345. To participate in the public hearing portion of the meeting you must call 828-265-8000 by 5:00 P.M. on Monday, May 4, 2020, and sign up to speak by giving your name and the phone number from which you will be calling into the meeting (without the phone number you will not be identified as a speaker). Once the Public Hearing is called to order, you will be called upon by the Chairman when it is your turn to speak. Written comments may also be submitted (prior to 5:00 P.M. on Monday, May 4, 2020) by email to: [public.comments@watgov.org](mailto:public.comments@watgov.org) or by mail to: Watauga County Board of Commissioners, 814 West King Street, Suite 205, Boone, NC, 28607. The Board of Commissioners propose to appropriate \$100,000 from the Economic Development Capital Reserve Account to Mountain BizWorks, a CDFI lender headquartered in Asheville, NC, with a field office in Boone, for partial funding of an emergency small business loan program made necessary by COVID-19 pandemic-related closures and stay-at-home orders. Said loans to be made to Watauga County small businesses. For more details, contact Joe Furman at (828)264-3082 or [joe.furman@watgov.org](mailto:joe.furman@watgov.org).

John Welch, Chairman  
Watauga County Board of Commissioners

STATE OF NORTH CAROLINA  
COUNTY OF WATAUGA

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_ 2020, by and between Watauga County, a body politic and a subdivision of the State of North Carolina (“County”) and Mountain BizWorks, Inc., a non-profit corporation organized under the laws of the State of North Carolina (“BizWorks”). This agreement is being executed to assist in the generation of the Reenergize Watauga Fund (“RWF”), a designated fund within Mountain BizWorks, Inc.

### W I T N E S S E T H :

Upon the terms and conditions hereinafter set forth, the County and RWF have requested and BizWorks has agreed to furnish the County and RWF with grant management services as set forth in this contract. The parties agree as follows:

1. **Effective Period.** This Contract shall be effective on \_\_\_\_\_, 2020 and shall terminate on \_\_\_\_\_, 2021. Upon written agreement by both parties, this Agreement may be extended for another year.
2. **Independent BizWorks.** BizWorks is an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. BizWorks represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the County and RWF. Upon request, BizWorks will provide the names of all owners, managers, and management entities, including those of any subcontractor, used in the performance of this contract.
3. **Subcontracting.** BizWorks shall not subcontract any of the work contemplated under this Contract without prior written approval from the County. Only the subcontractor specified in the written approval document shall be permitted. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. Any approved subcontractor shall also be subject to all terms and conditions of this Contract. BizWorks is ultimately responsible for providing the services of this Contract and shall be responsible for the performance of all of its subcontractors, agents, and employees.
4. **Contract Administrators.** All notices permitted or required to be given by one party to the other and all questions about the Contract from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address,

street address, telephone number, and email address (if available) of the parties' respective initial Contract Administrators are set out below. Either party may change its Contract Administrator and contact details by giving timely written notice to the other party.

Contract Administrator for BizWorks:

Matt Raker  
153 S Lexington Ave  
Asheville, NC 28801  
828-253-2834 x 15

Contract Administrator for the County:

Joe Furman  
Director, Economic Development Commission  
126 Poplar Grove Connector, Suite 201  
Boone, NC 28607  
(828) 265-8043  
(828) 265-8080 (fax)  
joe.furman@watgov.org

5. **Amendment.** This Contract may not be amended orally or by performance. Any amendment or modification shall be made in written form and executed by duly authorized representatives of the County and BizWorks.
6. **Confidentiality.** BizWorks acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information, including but not limited to confidential personnel information, it will safeguard and not further disclose the information except as provided by law.
7. **Indemnification.** BizWorks agrees to indemnify, hold harmless, and defend the County, RWF and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of BizWorks in connection with the performance of this contract. BizWorks agrees to indemnify and hold harmless the County and RWF, its officers, agents, and employees from any and all claims, demands, costs and expenses, including reasonable attorney's fees, arising from this Contract or from any breach or default on the part of BizWorks in the performance of any part of this Contract, or from any act or negligence of BizWorks, its officers, agents, servants, employees, or subcontractors unless caused by the negligence of the County and RWF or its agents. In case of any action, suit, or proceeding brought against the County and RWF, its officers, agents, or employees by reason of any such claim, upon notice from the County and RWF, BizWorks agrees and covenants to defend such action, suit, or



proceeding by counsel reasonably satisfactorily to the County and RWF. BizWorks's obligation and responsibility under this section shall survive the termination of this Contract.

8. **Insurance.** BizWorks agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the County and RWF signing of this Agreement. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on BizWorks's duty to carry adequate insurance. All policies of insurance shall be primary insurance and non-contributory with respect to all other available sources. The minimum insurance coverage which BizWorks shall procure and maintain at its sole cost and expense during the term of the Agreement is as follows:

**Commercial General Liability.** Insurance covering all operations performed by BizWorks with a minimum limit of \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability. Watauga County and Reenergize Watauga Fund, Inc. shall be named as an additional insured's under the policy.

9. **Additional Insurance Provisions.** If BizWorks maintains higher limits than the minimums shown above, the County and RWF require and shall be entitled to coverage for the higher limits maintained by BizWorks. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County and RWF. BizWorks shall provide the County and RWF with certificates of insurance on an approved form, evidencing the above amounts. Watauga County and Reenergize Watauga Fund, Inc. shall be named as additional insured under the commercial general liability policy.

Each insurance policy required by this Contract must be in effect at or prior to commencement of work under the Contract and remain in effect for the duration of the Agreement. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and RWF, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina with a rating of A- VII or better as determined by A.M. Best Company and shall be in a form acceptable to the County and RWF.

BizWorks shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and BizWorks shall ensure that the County and RWF is additional insured on insurance required from subcontractors.

Waiver of Subrogation: BizWorks hereby grants to the County and RWF a waiver of any right to subrogation that any insurer of said BizWorks may acquire against the County and RWF by virtue of payment of any loss under such insurance. BizWorks agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The limits of coverage

under each insurance policy maintained by BizWorks shall not be interpreted as limiting BizWorks's liability and obligations under this Agreement.

10. **Termination.** Either party may terminate this Contract for any reason, or for no reason, by giving the other party thirty (30) days written notice.

11. **Scope of Work.**

**The County shall:** Make the initial deposit to BizWorks to fund the Reenergize Watauga Fund as described in this Contract.

**BizWorks shall:** Provide the following services as outlined in "Attachment A" to this Contract. If there are conflicting terms in the Attachment, this Contract shall control. BizWorks shall also report to the County and RWF for each loan: (1) the name of the business; (2) the amount loaned; (3) the number of jobs the business has; and (4) whether the business is a minority/women owned businesses.

12. **Reenergize Watauga Fund.** The initial deposit to the Contractor to fund the Reenergize Watauga Fund shall be \$100,000 under the terms of this Contract. Fiscal management of the direct provision of service will be the responsibility of the Contractor. . The Contractor will deposit all funds in a separate bank account to be used only for Reenergize Watauga Fund. As additional funds are available those funds will be made available to the Contractor to fund the Reenergize Watauga Fund. Contract will serve as invoice. Contractor shall be solely responsible for any travel or other costs or expenses incurred by Contractor in connection with the performance of this Agreement.

13. **Compliance with Laws.** BizWorks shall comply with all state, federal, and local laws, ordinances, codes, rules, and regulations governing performance of this Contract. No loan shall be made nor other benefit conferred upon any elected official of County, any officer or director of RWF, or any director or employee of BizWorks (beyond the compensation for BizWorks described in this agreement).

14. **Legal Proceedings.** This contract shall be governed by the laws of North Carolina. Any dispute arising from it which is not resolved by mediation shall be heard in the General Court of Justice in Watauga County.

15. **Non-Waiver.** The waiver by any party of a breach or violation of any provision or paragraph of this Contract shall not operate as, or be considered to be, a waiver of any subsequent breach of the same or other provision or paragraph herein.

NOW THEREFORE, the parties hereby make, agree, and execute this Contract by the below signatures by duly authorized agents.

**Watauga County**

\_\_\_\_\_  
Deron Geoque, County Manager

This agreement has been pre-audited as required by North Carolina law:

\_\_\_\_\_  
\_\_\_\_\_, Finance Director

**Mountain BizWorks, Inc.**

\_\_\_\_\_  
Executive  
Director

## Attachment A

**WATAUGA RECOVERY FUND  
COVID-19 SMALL BUSINESS LOANS PROGRAM  
SCOPE OF WORK**

**OVERVIEW**

In response to the unprecedented challenges being faced by local businesses throughout the County, Watauga County ("County") is partnering with our municipalities and community organizations to announce the Watauga Recovery Fund, a centralized COVID-19 donation center. The mission of the Watauga Recovery Fund ("Fund") is to support the basic needs of individuals and to provide emergency funding to our small businesses during the COVID-19 crisis.

To facilitate this aid, the County is soliciting the assistance of the Mountain BizWorks, Inc., a North Carolina nonprofit corporation ("BizWorks"). BizWorks is a qualified 501(c)(3) organization that receives donations and grants on behalf of services in alignment with County goals and priorities.

The County is engaging Mountain BizWorks, Inc. ("BizWorks") to administer loans to small businesses impacted by COVID-19. Mountain BizWorks is a non-profit, US Treasury-certified community development financial institution (CDFI) based in Asheville with 30 years of small business lending and training experience. Mountain BizWorks will leverage its current capacities to operate the fund, maximize impacts, and minimize operating expenses.

Loans will be designed to provide low-cost "recovery funding" to help businesses stay open or re-open and limit job losses until businesses can return to normal revenue and/or qualify for longer term funding. Loans will be provided on a first-come, first-served basis.

**FUND GOALS**

- Provide immediate relief to help business remain operational and provide necessary funds for reinvestment in inventory and staffing (be able to start making loans within 7 days of fund establishment);
- Be designed to provide low-cost working capital to affected businesses they can qualify for longer term disaster funding from SBA or others;
- Reach a diverse mix of area businesses in need.

**CORE ACTIVITIES & DELIVERABLES**

Mountain BizWorks will:

- Quickly establish the Fund operations within one week of contract approval;
- Created a dedicated Fund information and application page on the BizWorks website;
- Accept applications via the online application;

- Process applications, underwrite, and fund loans per the standardized guidelines herein in a consistent and expeditious fashion – towards a goal of deploying the Fund’s first capital round within no more than a few weeks of launch;
- In coordination with the County create necessary communications materials to share this resource within the local business community, and will proactively market the Fund via partners and through BizWorks’s direct communications channels;
- Report Fund progress (# loans made, total amount of loans made, loans per business size (1-5 employees, 6-10 employees, 11-20 employees, 21-25 employees) # of minority/women-owned businesses, # of jobs retained) on a weekly basis until the County and RWF determine that less frequent reports are needed. Impacts will be estimated at time of the loan and subsequently reassessed at loan close out;
- Will support Spanish-language requests where needed using bi-lingual staff as well as comply with Title VI and/or utilizing other language resources to provide equal opportunity in other languages.

### **TIMELINE / PERIOD OF PERFORMANCE**

It’s expected that most acute period of the COVID-19 crisis will be during the next 3 months. Given the loan terms, the total Fund life is expected to be between 3-5 years.

### **BUDGET / COMPENSATION**

To cover staffing, underwriting, documentation, and other fund administrative costs, Mountain BizWorks will assess a 2% fee (based on the loan amount) at time of loan origination and then another 1% fee when a loan is closed out. These will be paid by the Fund and no fees will be assessed to the borrowers under this program. Additionally BizWorks will charge a 1% annual servicing fee in arrears calculated on the previous twelve-month average daily outstanding loan balance of the fund.

### **THE LOANS**

#### **Terms:**

- Up to \$10,000 and a minimum loan size of \$2,500;
- Initial 6-month period of no payments of any kind. Interest accrues at 4.0% interest during the 6-month period but is not paid and rolls up into the loan at the end of the 6-month period;
- After 6 months, any principal that has not been refinanced by an SBA Disaster Loan or otherwise repaid, will convert to a second phase of 36 months (3 yrs.) principal and interest payments at 5.5% interest. There is no penalty for early prepayment;
- Eligible uses include payroll, accounts payable, fixed debts, or other bills the business is unable to pay due to COVID impact;
- Funds may not be used to refinance existing debt.

#### **Eligibility:**

- Less than 25 (full and part time) employees (excludes waitstaff, temporary and seasonal employees);

- Must have a physical location and be principally based within the County;
- For-profit as of December 31, 2019;
- Demonstrated loss of revenue of 25% or more due to COVID-19;

#### **Underwriting:**

- Is designed to be i) standardized and streamlined to be able to expedite the emergency funds, ii) responsible to ensure clear COVID-19 impacts and to prevent fraud, iii) ensure the borrower's ability to repay and likelihood of meeting the business and job retention goals of the Fund;
- Will require most recent tax return and recent financial statements to validate loss of revenue due to COVID-19 and calculate the eligible loan amount. Must be profitable as of December 31, 2019;
- Borrowers must not have a recent bankruptcy or substantial charge off per their credit report;
- For borrowers with credit scores 640 or higher, loans will be secured with a simple UCC filing; Borrowers with less than a 640 score will have a UCC filing plus an additional collateral lien where possible;
- All borrowers will be excluded from credit reporting for these loans.

#### **THE FUND**

##### **Financial Structure & Operations:**

- Bizworks will be the recipient of contributions to support the Watauga Recovery Fund including economic development appropriations of the County and its municipal partners, and community donations which will be deposited into the account created pursuant to Section 12 of this Agreement.
- The initial deposit to the account to fund the Renergize Watauga Fund shall be \$100,000 under the terms of this Contract.
- Bizworks shall provide to the County monthly accounting statements regarding the Renergize Watauga Fund
- Bizworks and the County will provide regular communication to BizWorks regarding any additional amount of funds available to be deployed;
- BizWorks will process applications, underwrite, and fund eligible loans per the Loan Guidelines outlined herein;
- BizWorks will package the loans and hold all loans. BizWorks will be the servicing agent for the life of the loans. BizWorks will charge a 1% annual servicing fee in arrears calculated on the previous twelve-month average daily outstanding loan balance of the fund;
- As loans mature, are paid off, or otherwise terminated, BizWorks will complete all necessary loan close-out procedures and submit a close out report to Bizworks;
- In situations where the borrower is unable to repay, BizWorks will be responsible for any collections processing or other actions;
- All principal and interest payments on the Fund's loans will be returned to the Fund. During the Fund's "active phase" (the COVID crisis and immediate recovery phase), BizWorks will aim to redeploy these funds to aid additional businesses in need;

- Once COVID impacts and demand for the emergency disaster loans have sufficiently waned, the County will instruct BizWorks to close the Fund to new loans, starting the “closed phase.” During this phase principal and interest payments will be returned to the Fund. On a monthly basis BizWorks will return such monies to the County and RWF based on their original and any future amounts contributed minus any administrative fees outlined herein. All interest payments will be paid solely to BizWorks.

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**AGENDA ITEM 5:**

**CORONAVIRUS (COVID-19) COMMUNITY UPDATE**

**MANAGER'S COMMENTS:**

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.

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## **AGENDA ITEM 6:**

### **STAYING AHEAD OF THE CURVE IN WATAUGA COUNTY - A PHASED-IN PLAN FOR RELAXING RESTRICTIONS AND PROTECTING PUBLIC HEALTH**

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

Staff has prepared a plan to allow for the lifting of County restrictions consistent with the Governor's 3 Phase Plan. The Board has three (3) options for consideration. Option 1 is included in your packets as it is the most detailed option for consideration. Option 1 would not lift any County restrictions until Phase II of the Governor's Plan.

Option 1 provides the following:

1. After two (2) weeks from the implementation of the Governor's Phase II and key metrics continuing to be met,
  - Partially lift County short-term rentals with a reduction in occupancy for lodging facilities having more than a six (6) person occupancy shall be limited to fifty percent (50%) of occupancy capacity or fifty percent (50%) of available rental units whichever is less.
  - Lift County 14 day self-quarantine in conjunction with the lifting of short-term rental restriction.
2. Upon implementation of the Governor's Phase III and key metrics continuing to be met,
  - Lift remaining County short term-rental restriction for lodging facilities having more than a six (6) person occupancy capacity from fifty percent (50%) to 100% occupancy.

Option 2 is to lift all County restrictions with the implementation of the Governor's Phase I. Option 3 is to lift all County restrictions with the implementation of the Governor's Phase II. Option 2 and Option 3 implementation would coincide with any delay in Phase I of the Governor's plan should that be necessary. Staff has attached a chart detailing the pros and cons of the options to be considered.

Staff seeks direction from the Board on which option you would like to pursue.



# County of Watauga

Administration Building, Suite 205 • 814 West King Street • Boone, North Carolina 28607

## BOARD OF COMMISSIONERS

John Welch, Chairman  
Billy Kennedy, Vice-Chairman  
Larry Turnbow  
Charlie Wallin  
Perry Yates

Telephone 828-265-8000  
TDD 1-800-735-2962  
Voice 1-800-735-8262

COUNTY MANAGER  
Deron T. Geouque

COUNTY ATTORNEY  
Anthony di Santi

**April 28, 2020**

## **Staying Ahead of the Curve in Watauga County A phased-in plan for relaxing restrictions and protecting public health**

Watauga County will utilize the guidance established by the Federal Government and the Governor's three (3) phase opening plan. The Governor's North Carolina Stay At Home order was extended through May 8, 2020. The orders extending closure of restaurants for dine-in service and bars and closure of other close-contact businesses were also extended following the Governor's phased plan timeline.

Currently, including the restrictions outlined in the existing Executive Orders issued by Governor Cooper, these Watauga County's restrictions remain in effect:

1. Prohibition on short-term rentals; and
2. All residents and non-residents of Watauga County arriving for overnight stays are ordered, while present in the County, to self-quarantine for a period of 14 days or until 7 days after symptoms have resolved, whichever is longer, if arrival was preceded by overnights outside the County.

The North Carolina Stay At Home and other orders were extended due to North Carolina not meeting the leveling or downward trajectory of the key metrics needed to begin the gradual lifting of restrictions.

The County will rely on the following guidelines to make decisions moving forward:

### **Initial Period**

Data must show that key metrics are being met for the restrictions to be lifted and the three-phase plan to start. Testing, tracing, and trends will measure the key metrics in lifting or implementing restrictions. The key metrics are:

- COVID-like syndromic cases over 14 days
- Lab-confirmed cases over 14 days
- Positive tests as a percentage of total tests over 14 days
- Hospitalizations over 14 days

The above listed metrics must show a leveling or downward trajectory to move to Phase I which is anticipated to be accomplished by May 8, 2020. In the event the Governor delays the May 8, 2020 date, the County will follow the Governor's recommendation and keep County restrictions in place.

### **Phase I**

Phase I will allow for an increase of services and infrastructure needed before relaxing restrictions for the sectors of our local economy.

The following measures will be taken during this period:

- Modify the Stay At Home order to allow travel not currently defined as essential by allowing people to leave home for commercial activity at any business that is allowed to be open, such as clothing stores, sporting goods stores, book shops, houseware stores and other retailers.
- Ensure that any open stores implement appropriate employee and consumer social distancing, enhanced hygiene and cleaning protocols, symptom screening of employees, accommodations for vulnerable workers, and provide education to employees and workers to combat misinformation.
- Promote telework for nonessential employees statewide.
- Continue to limit gatherings to no more than 10 people.
- Open parks that have been closed subject to the same gathering limitation. Outdoor exercise will continue to be encouraged.
- Continue to recommend face coverings in public spaces when 6 feet of distancing isn't possible.
- Encourage employers to continue teleworking policies.
- Continue rigorous restrictions on nursing homes and other congregant care settings.
- Keep Local emergency orders with more restrictive measures in place, if warranted.

### **Phase 2**

Phase II will commence at least 2-3 weeks after Phase I, with key metrics being met. The following measures will be taken during this time.

- Lift Stay At Home order with strong encouragement for vulnerable populations to continue staying at home to stay safe.
- After two (2) weeks from the implementation of Phase II and key metrics continuing to be met, partially lift County short-term rentals with a reduction in occupancy for lodging facilities having more than a six (6) person occupancy shall be limited to fifty percent (50%) of occupancy capacity or fifty percent (50%) of available rental units whichever is less.
- Lift County 14 day self-quarantine in conjunction with the lifting of short-term rental restriction.
- Allow limited opening of restaurants, bars, fitness centers, personal care services, and other businesses that can follow safety protocols including the potential need to reduce capacity.
- Open all County buildings June 1, 2020 with the exception of the Lois E. Harrill Senior Center and the Western Watauga Community Center.

- Allow gathering at places such as houses of worship and entertainment venues at reduced capacity.
- Increase in number of people allowed at gatherings.
- Resume all board and commission meetings with reduced capacity allowed for attendees.
- Open public playgrounds.
- Continue rigorous restrictions on nursing homes and other congregant care settings.

\* The purpose for postponing the lifting of short-term rentals in the initial period of Phase II is to ensure restaurants have adequate staffing levels and supplies for the increase in service. Further, delaying the lifting of short-term rentals allows AppHealthCare staff sufficient time between each phase and adjustment to carefully monitor for resurgence of transmission.

### **Phase 3**

Phase III will commence at least 4-6 weeks after Phase II with key metrics being met. The following measures will be taken during this period.

- Lessen restrictions for vulnerable populations with encouragement to continue practicing physical distancing and minimizing exposure to settings where distancing isn't possible.
- Allow increased capacity at restaurants, bars, other businesses, houses of worships, and entertainment venues.
- Lift remaining County short term-rental restriction for lodging facilities having more than a six (6) person occupancy capacity from fifty percent (50%) to 100% occupancy.
- Further increase the number of people allowed at gatherings.
- Resume all board and commission meetings as previous held.
- Continue rigorous restrictions on nursing homes and other congregant care settings.

The County recognizes the need for testing, tracing and trends to move in a leveling or downward trajectory for each of these phases to move forward. In the event there is a spike, the County will follow recommendations from the Governor's team, AppHealthCare and all of our partners to determine if additional temporary County restrictions are necessary.

**ADOPTED** this 5<sup>th</sup> day of May, 2020.

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John Welch, Chairman  
Watauga County Board of Commissioners

Attest:

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Anita J. Fogle, Clerk to the Board

## **Staying Ahead of the Curve in Watauga County**

### **A Phased-In Plan for Relaxing Restrictions and Protecting Public Health**

#### **WEIGHING OUR OPTIONS**

The options below outline the potential benefits and downsides of each approach. It's important to note these are presented with the intention of following the Governor's issued Executive Order and NC Plan that will relax restrictions incrementally. These do not replace, but are intended to demonstrate local actions aimed at public health protection.

#### **Phase 1 –Begins As Early As May 8, 2020**

The following County Restrictions Remain in Place:

- Prohibition on short-term rentals; and
- All residents and non-residents of Watauga County arriving for overnight stays are ordered, while present in the County, to self-quarantine for a period of 14 days or until 7 days after symptoms have resolved, whichever is longer, if arrival was preceded by overnights outside the County.

<b>Potential Benefits</b>	<b>Potential Downsides</b>	<b>Considerations</b>
<ul style="list-style-type: none"> <li>• Allow for additional time to determine local impact on expanded testing</li> <li>• Supports additional time for statewide contact tracing systems to be expanded to support local public health staff</li> <li>• Discourages travel in other areas where community spread may be occurring</li> <li>• Allows time for additional PPE procurement including gowns and N95 masks locally and at state levels</li> </ul>	<ul style="list-style-type: none"> <li>• Limits rental capacity for lodging establishments</li> <li>• Discourages travel in other areas by residents</li> <li>• May deter second home owners from returning to the area for longer period</li> </ul>	<ul style="list-style-type: none"> <li>• Shows action by local government to acknowledge the importance of protecting public health and work towards prevention of overwhelming the hospital system and public health system</li> <li>• Could be criticized for deterring tourism activities</li> <li>• Consider feedback collected by business community through Chambers of Commerce and Tourism Development Authorities</li> <li>• There is potential for additional cases that are a result of relaxing into Phase 1 and expanded testing occurring</li> </ul>

## Phase 2 –Begins As Early As May 22-29, 2020

- After two (2) weeks from the implementation of Phase II and key metrics continuing to be met, partially lift County short-term rentals with a reduction in occupancy for lodging facilities having more than a 6 (six) person occupancy shall be limited to fifty percent (50%) of occupancy capacity or fifty percent (50%) of available rental units whichever is less.
- Lift County 14 day self-quarantine in conjunction with the lifting of short-term rental restriction.

Potential Benefits	Potential Downsides	Considerations
<ul style="list-style-type: none"> <li>• Allow for additional time to determine local impact on expanded testing</li> <li>• Supports additional time for statewide contact tracing systems to be expanded to support local public health staff</li> <li>• Increases travel to the area</li> <li>• Allows time for additional PPE procurement including gowns and N95 masks locally and at state levels</li> <li>• Allows additional time for lodging facilities to phase-in their occupancy with staffing</li> <li>• Coordinates expansion of lodging in the area with reopening of other key tourism locations such as restaurants and bars with limitations as outlined by the Governor’s plan</li> </ul>	<ul style="list-style-type: none"> <li>• Limits rental capacity for lodging establishments</li> <li>• Increases travel to the area which could possibly increase viral transmission</li> </ul>	<ul style="list-style-type: none"> <li>• Shows action by local government to acknowledge the importance of protecting public health and work towards prevention of overwhelming the hospital system and public health system</li> <li>• Could be criticized for deterring tourism activities, though in a smaller way</li> <li>• Could be challenging for lodging facilities to implement a percentage increase</li> <li>• Consider feedback collected by business community through Chambers of Commerce and Tourism Development Authorities</li> <li>• There is potential for additional cases that are a result of relaxing into Phase 1 and expanded testing occurring</li> </ul>



### Phase 3 –Begins As Early As June 26-July 10

- Lift remaining County short term-rental restriction for lodging facilities having more than a 6 (six) person occupancy capacity from fifty percent (50%) to 100% occupancy.

Potential Benefits	Potential Downsides	Considerations
<ul style="list-style-type: none"> <li>• Allow for additional time to determine local impact on expanded testing</li> <li>• Supports additional time for statewide contact tracing systems to be expanded to support local public health staff</li> <li>• Increases travel to the area</li> <li>• Allows time for additional PPE procurement including gowns and N95 masks locally and at state levels</li> <li>• Allows additional time for lodging facilities to phase-in their occupancy with staffing</li> <li>• Coordinates expansion of lodging in the area with reopening of other key tourism locations such as restaurants and bars with limitations as outlined by the Governor’s plan</li> </ul>	<ul style="list-style-type: none"> <li>• Limits rental capacity for lodging establishments</li> <li>• Increases travel to the area which could possibly increase viral transmission</li> </ul>	<ul style="list-style-type: none"> <li>• Shows action by local government to acknowledge the importance of protecting public health and work towards prevention of overwhelming the hospital system and public health system</li> <li>• Could be criticized for deterring tourism activities for longer period of time</li> <li>• Consider feedback collected by business community through Chambers of Commerce and Tourism Development Authorities</li> <li>• There is potential for additional cases that are a result of relaxing into Phase I and expanded testing occurring</li> </ul>

\*Dates are subject to change based on goals outlined by the NC Staying Ahead of the Curve 3 Phase Plan

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**AGENDA ITEM 7:****FY 2021 APPALCART CONTRACTS****MANAGER'S COMMENTS:**

Mr. Craig Hughes, AppalCART Director, will present the contracts for transportation services for the Project on Aging and Social Services Departments for FY 2021. The proposed rates for the Project on Aging, Department of Social Services, and other county functions are is \$2.28 per direct mile. The \$1.45 rate had previously been the same for the last four (4) years.

Mr. Hughes will present a contract for the POA Meal delivery. The rate is \$1.45 per direct mile. This is one of the rare instances that direct miles and service miles are about the same. Thus, the rate of \$1.45 versus the \$2.28 rate proposed in the other contracts.

Board action is required to approve the contracts.

For FY20/21

Department of Social Services-Medicaid

This Agreement, effective this

1<sup>st</sup> day of July 2020, by and between

**AppalCART** and

**Agency Name:** Dept of Social Services – Watauga County

Contact person: Tom Hughes

Address: 132 Poplar Grove Connector, Suite C Boone, NC 28607

Phone: 264-8100 Fax: 265-7638 E-mail: tom.hughes@watgov.org

Rate ---- \$2.28 per direct passenger mile per passenger

\*\*\*\*\*

**NORTH CAROLINA**

**AGREEMENT**

**WATAUGA COUNTY**

THIS AGREEMENT, effective this 1<sup>st</sup> day of July, 2020, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **Department of Social Services**, hereinafter referred to as DSS;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the DSS do agree as follows:

**Section 1. Purpose of Agreement.** The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, pursuant to the Watauga County Community Transportation Service Plan December 2011, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the DSS.

**Section 2. Adoption of Required Provision.** This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 21-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority. The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**Section 3. Scope of Work.**

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation services for the DSS as may be mutually agreed upon. DSS shall notify the Authority at least one (1) business day in advance of any revisions in scheduling, or of any additions of passengers. Failure to provide adequate notification of cancellations may result in billing for services scheduled unless adverse weather was the cause (Adequate notice is defined as two hours before any revenue time spent attempting the trip. If a trip has not been canceled appropriately, the trip is marked as a "No Show". The County will be billed for the mileage to the pick-up point and back to AppalCART. A passenger with three (3) no shows in 30 days will be suspended for 30 days.). Flexible scheduling for **special activities** may be implemented as deemed appropriate as long as at least three (3) days notice is given. Ten (10) days notice is preferred for out of town trips. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.

2. The Authority will be responsible for maintaining insurance to meet the requirements of

the North Carolina Department of Transportation, FTA, and the DSS with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission. Insurance Company is:

NCACC RMP.L&P Policy # LP-AP-473-16.

3. First lien holder on all vehicles titled to the Authority shall be the Public Transportation Division of North Carolina Department of Transportation.
4. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with a land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2020, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 21-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$2.28 per direct vehicle mile. The Authority will submit itemized invoices to the DSS on a semi-monthly basis. DSS will have two weeks to submit the payment authorizations to NC Tracks and shall notify the Authority upon successful submission of the authorizations (If authorizations are not submitted within two weeks, then AppalCART may bill Watauga County for the services.). The Authority will then submit the requests for payment to NC Tracks. All costs charged to the DSS including any approved services performed by the Authority shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in

detail the nature and property of the charges. The Authority will use billing codes specified by DSS on invoices, and will report no-shows, daily, and cancellations on a monthly basis.

- All claims that DSS has authorized, but cannot be processed through NC Tracks will be billed to Watauga County.

9. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and DSS to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.

10. Passenger complaints should be reported to the Authority’s Director 828.297.1300 x 104 [director@appalcart.com](mailto:director@appalcart.com)

11. Names of Board Members and Managers are posted and updated at [www.appalcart.com](http://www.appalcart.com) , any changes will be reported to DSS.

12. If the Authority becomes excluded from participation in this agreement, the DSS will be promptly notified.

**Section 4. Rate Changes.** The Authority reserves the right to renegotiate this agreement when “Managed Care” is implemented in Watauga County.

**Section 5. Termination of Agreement.** In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: \_\_\_\_\_

John Welch  
Watauga County Commissioners Chair

ATTEST:

\_\_\_\_\_  
Anita Fogle  
Clerk to the County Commissioners

BY: \_\_\_\_\_

Quint David  
AppalCART Board Chair

ATTEST:

\_\_\_\_\_  
Emily Beach  
Clerk to the AppalCART Board



For FY20/21

Watauga County: Non-Medicaid Transportation

This Agreement, effective this  
1<sup>st</sup> day of July, 2020, by and between

**AppalCART** and

**Agency Name:** Watauga County

Contact person: Deron Geouque

Address: 814 West King St, Suite 205 Boone, NC 28607

Phone: 265-8000 E-mail: Deron.Geouque@watgov.org

Rate ---- \$2.28 per direct mile

\*\*\*\*\*

THIS AGREEMENT, effective this 1<sup>st</sup> day of July, 2020, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the County do agree as follows:

**Section 1. Purpose of Agreement.** The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, pursuant to the Watauga County Community Transportation Service Plan December 2011, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the County.

**Section 2. Adoption of Required Provision.** This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 21-CT-007, and

subsequent agreements between the North Carolina Department of Transportation and the Authority.

The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**Section 3. Scope of Work.**

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation services for the County as may be mutually agreed upon. Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three (3) days notice is given. Ten (10) days notice is preferred for out of town trips. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.

2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the County with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission. Insurance Company is:

NCACC RMP.L&P Policy # LP-AP-473-16.

3. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
4. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
5. The Authority shall commence performance of this contract on the 1<sup>st</sup> day of July, 2020, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 21-CT-007.

- 6. By mutual agreement, the unit rate of said service shall be \$2.28 per direct mile. The Authority will submit itemized invoices to the County on a monthly basis, payment of terms is thirty (30) days net.
- 7. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and County to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
- 8. Passenger complaints should be reported to the Authority’s Director 828.297.1300 x 104 [director@appalcart.com](mailto:director@appalcart.com)
- 9. If the Authority becomes excluded from participation in this agreement, the County will be promptly notified.

**Section 4. Termination of Agreement.** In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: \_\_\_\_\_

John Welch  
Watauga County Commissioners Chair

ATTEST:

\_\_\_\_\_  
Anita Fogle  
Clerk to the County Commissioners

BY: \_\_\_\_\_

Quint David  
AppalCART Board Chair

ATTEST:

\_\_\_\_\_  
Emily Beach  
Clerk to the AppalCART Board

For FY 20/21

Watauga County Project on Aging

This Agreement, effective this

1<sup>st</sup> day of July 2020, by and between

**AppalCART** and

**Agency Name:** Project on Aging – Watauga County

Contact Person: Angie Boitnotte

Address: 132 Poplar Grove Connector, Suite A Boone, NC 28607

Phone: 265.8092 Fax: 264-2060 E-mail: angie.boitnotte@watgov.org

Rate: \$2.28 per direct mile

\*\*\*\*\*

**NORTH CAROLINA**

**AGREEMENT**

**WATAUGA COUNTY**

THIS AGREEMENT, effective this 1<sup>st</sup> day of July, 2020, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **PROJECT ON AGING**, hereinafter referred to as Project on Aging;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the Project on Aging do agree as follows:

**Section 1. Purpose of Agreement.** The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, pursuant to the Watauga County Community Transportation Service Plan December 2011, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the Project on Aging.

**Section 2. Adoption of Required Provision.** This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 21-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority. The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**Section 3. Scope of Work.**

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation services for the Project on Aging as may be mutually agreed upon. The Project on Aging shall notify the Authority at least one (1) business day in advance of any revisions in scheduling, or of any additions of passengers. Failure to provide adequate notification of cancellations may result in billing for services scheduled unless adverse weather was the cause. Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three (3) days notice is given. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.

2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the Project on Aging with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission. The Authority's Insurance Company is NCACC RMP.L&P Policy # LP-AP-473-16.
3. First lien holder on all vehicles titled to the Authority shall be the Public Transportation Division of North Carolina Department of Transportation.
4. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with a land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2020, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 20-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$2.28 per direct vehicle mile. The Authority will submit itemized invoices to the Project on Aging on a monthly basis, payment of terms is thirty (30) days net. All costs charged to the Project on Aging, including any approved services performed by the Authority, shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in detail the nature and property of the charges. The Authority will use billing codes

specified by the Project on Aging on invoices, and will report no-shows daily, and cancellations on a monthly basis.

9. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and the Watauga County Project on Aging to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
10. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104  
[director@appalcart.com](mailto:director@appalcart.com)
11. Names of Board Members and Managers are posted and updated at [www.appalcart.com](http://www.appalcart.com) , any changes will be reported to the Project on Aging.
12. If the Authority becomes excluded from participation in this agreement, the Project on Aging will be promptly notified.
13. The Project on Aging Directors will complete the Client Registration Forms and determine eligibility for transportation services. The Authority will refer them to the appropriate Senior Center Director (LEH or WWCC).
14. At the initial registration/orientation, the Project on Aging will provide participants with a letter which states the following: cost of the service, funding source, purpose of consumer contributions, and procedures for making a donation. The Project on Aging is responsible for the collection and reporting of all donations. If a participant attempts to make a donation to the Authority's staff, they should be referred to a Project on Aging staff member. The Authority should refer participants to the Project on Aging if there are any questions regarding consumer contributions.

**Section 4. Termination of Agreement.** In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: \_\_\_\_\_

John Welch  
Watauga County Commissioners Chair

ATTEST:

\_\_\_\_\_  
Anita Fogle  
Clerk to the County Commissioners

BY: \_\_\_\_\_

Quint David  
AppalCART Board Chair

ATTEST:

\_\_\_\_\_  
Emily Beach  
Clerk to the AppalCART Board



For FY20/21

Watauga County Project on Aging-Meals

This Agreement, effective this

1<sup>st</sup> day of July 2020, by and between

**AppalCART** and

**Agency Name:** Project on Aging – Watauga County

Contact Person: Angie Boitnotte

Address: 132 Poplar Grove Connector, Suite A Boone, NC 28607

Phone: 265.8092 Fax: 264-2060 E-mail: angie.boitnotte@watgov.org

Rate: \$1.45 per direct vehicle mile

\*\*\*\*\*

**NORTH CAROLINA**

**AGREEMENT**

**WATAUGA COUNTY**

THIS AGREEMENT, effective this 1<sup>st</sup> day of July, 2020, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **PROJECT ON AGING**, hereinafter referred to as Project on Aging;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Authority and the Project on Aging do agree as follows:

**Section 1. Purpose of Agreement.** The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County, pursuant to the Watauga County Community Transportation Service Plan December 2011, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which the Authority will provide transportation services for the Project on Aging.

**Section 2. Adoption of Required Provision.** This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 21-CT-007, and subsequent agreements between the North Carolina Department of Transportation and the Authority. The Authority shall comply with audit requirements as described in N.C.G.S 146C-6-22 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**Section 3. Scope of Work.**

1. The normal hours of operation shall be between 6:00AM and 6:00PM Monday through Friday.

The Authority will provide regularly scheduled transportation of meals for the Project on Aging as may be mutually agreed upon. The routes and schedules may be modified from time to time by the Authority in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.

2. The Authority will be responsible for maintaining insurance to meet the requirements of the North Carolina Department of Transportation, FTA, and the Project on Aging with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks, and drug and alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier passenger vehicles by the North Carolina Utilities Commission. The Authority's Insurance Company is NCACC RMP.L&P Policy # LP-AP-473-16.
3. First lien holder on all vehicles titled to the Authority shall be the Public Transportation Division of North Carolina Department of Transportation.

4. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with a land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2020, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 21-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$1.45 per direct vehicle mile. The Authority will submit itemized invoices to the Project on Aging on a monthly basis, payment of terms is thirty (30) days net. All costs charged to the Project on Aging, including any approved services performed by the Authority, shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in detail the nature and property of the charges. The Authority will use billing codes specified by the Project on Aging on invoices, and will report no-shows daily, and cancellations on a monthly basis.
9. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation / Public Transportation Division and the Watauga County Project on Aging to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
10. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104

[director@appalcart.com](mailto:director@appalcart.com)

11. Names of Board Members and Managers are posted and updated at [www.appalcart.com](http://www.appalcart.com) , any changes will be reported to the Project on Aging.

12. If the Authority becomes excluded from participation in this agreement, the Project on Aging will be promptly notified.

**Section 4. Termination of Agreement.** In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: \_\_\_\_\_

John Welch  
Watauga County Commissioners Chair

ATTEST:

\_\_\_\_\_  
Anita Fogle  
Clerk to the County Commissioners

BY: \_\_\_\_\_

Quint David  
AppalCART Board Chair

ATTEST:

\_\_\_\_\_  
Emily Beach  
Clerk to the AppalCART Board

**AGENDA ITEM 8:**

**REQUEST FOR ACCEPTANCE OF THE FY 2020 SHIIP/MIPPA GRANT/CONTRACT**

**MANAGER’S COMMENTS:**

Ms. Angie Boitnotte, Project on Aging Director, will request the Board accept a Medicare Improvements for Patients and Providers Act (MIPPA) grant from the Seniors' Health Insurance Information Program (SHIIP). The grant is in the amount of \$1,849 with no local match required.

Action is requested to accept the MIPPA grant in the amount of \$1,849 to expand low income subsidy outreach and to upgrade technology used for SHIIP counseling and activities.



# Watauga County Project on Aging

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

Website: [www.wataugacounty.org/aging](http://www.wataugacounty.org/aging) [angie.boitnotte@watgov.org](mailto: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:** April 27, 2020

**SUBJ:** Request for Board of Commissioners' Consideration – Acceptance of the FY20 MIPPA Grant/Contract

The Project on Aging is eligible to receive a MIPPA (Medicare Improvements for Patients and Providers Act) grant from the Seniors' Health Insurance Information Program (SHIIP) which is a division of the North Carolina Department of Insurance. The grant amount is \$1,849 and does not require a local match.

The funds are to be used to expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics in non-traditional locations such as dialysis centers, libraries, churches, or senior housing complexes throughout the community. Remaining monies will be used for supplies for LIS outreach and education.

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

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Grant Name: Medicare Improvements for Patients and Providers Act  
Federal Awarding Agency: US Department of Health & Human Services,  
Administration for Community Living

CFDA # 93.071	Cost Center:	Fiscal Year:	2019-2020
Grant Award # 1801NCMISH-01	16001659g9	Award Amount \$	1,849.00
Performance Period: 10/1/2019 - 9/29/2020		Federal Award Date:	9/17/19
Account # 536405		Total Award Amount \$	1,849.00

Recipient:	Contract Between	Subrecipient:
State of North Carolina		Name: Watauga Co Project on Aging/LEH Sr Ctr
Department of Insurance		County: Watauga
SHIIP Division		Tax ID/FIN# 56-6001816
		DUNS # 89988216

This Contract and its attachments shall be completed and returned to the Recipient within 45 days of receiving the electronic document in order for the Recipient to process the award and provide funds to the Subrecipient. The Subrecipient shall provide the Recipient with progress reports and a final report detailing the Subrecipient's use of State funds.

- Contract Documents:** This Contract shall consist of the following documents, incorporated herein by reference:
  - (1) This Contract;
  - (2) General Terms and Conditions for Public Sector Contracts (Attachment A)
  - (3) Statement of Work (Attachment B)
  - (4) Line Item Budget and Budget Narrative (Attachment C)
  - (5) Certifications Regarding, Drug-Free Work-Place; Lobbying; and Debarment, Suspension and Other Responsibility Matters (Attachment D)

These documents constitute the entire agreement between the Parties and supersede all prior statements or agreements.

- Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.
- Subrecipient's Duties:** The Subrecipient shall provide the services as described in Attachment B with the terms of this Contract and in accordance with the approved budget in Attachment C. The Subrecipient shall maintain and make available all records, papers, vouchers, books, correspondence or other documentation or evidence at reasonable times for review, inspection or audit by duly authorized officials of the Recipient, the North Carolina State Auditor, or applicable federal agencies. Upon termination of contract as a SHIIP Coordinating Site, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIIP functions shall be returned to the Recipient in good working order. The





Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Subrecipient's total expenditure of other public funds for such services.

11. **Disbursements:** As a condition of this Contract, the Subrecipient acknowledges and agrees to make disbursements in accordance with the following requirements:
  - a. Implement adequate internal controls over disbursements;
  - b. Pre-audit all vouchers presented for payment to determine:
    - Validity and accuracy of payment;
    - Payment due date;
    - Adequacy of documentation supporting payment; and
    - Legality of disbursement;
  - c. Assure adequate control of signature stamps/plates;
  - d. Assure adequate control of negotiable instruments; and
  - e. Implement procedures to ensure that the account balance is solvent and reconcile the account monthly.
12. **Outsourcing:** The Subrecipient certifies that it has identified to the Recipient all jobs related to the Contract that have been outsourced to other countries, if any. Subrecipient further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Recipient.
13. **Executive Order # 24:** NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
14. **Audit:** The Recipient reserves the right to conduct an audit through the NCSMP Program Director. The Subrecipient must permit access to records and financial statements by the audit staff of Recipient as necessary.
15. **Federal Certifications:** The Subrecipient agrees to execute the following federal certifications that are attached to this agreement (applicable when receiving federal funds).
  - A. Certification Regarding Lobbying.
  - B. Certification Regarding Department.
  - C. Certification Regarding Drug-Free Workplace Requirements.

**16. Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

**Subrecipient:**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Division of **SHIP**,

BY: DocuSigned by:  
*Melinda Munden*  
1236276CC33D4E7 \_\_\_\_\_  
Melinda Munden

DATE: 04/24/2020

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**Contract is not executed until last signature is obtained.**

Reviewed by: DS  
*KR*

Controller's Office Review:

**Attachment A**  
**General Terms and Conditions**

**DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. Some definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Recipient" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Recipient" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Recipient to the Office of the State Auditor that states that the Subrecipient has met the reporting requirements established by this Subchapter and included a statement of certification by the Recipient and copies of the submitted Subrecipient reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the Recipient, Subrecipient, and subrecipient.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by a Recipient, Subrecipient, or subrecipient to carry out activities whereby the grantor anticipates no programmatic involvement with the Subrecipient or subrecipient during the performance of the grant.
- (10) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Subrecipient" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in NCGS 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal

- and State funds maintain their identity as they are subgranted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.
- (17) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives State funds as a grant from a grantee or from another subrecipient but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

**Independent Contractor:** The Subrecipient is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Subrecipient represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Recipient.

**Subcontracting:** The Subrecipient shall not subcontract any of the work contemplated under this Contract without prior written approval from the Recipient. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subrecipients specified in the contract documents are to be considered approved upon award of the contract. The Recipient shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Subrecipient shall be responsible for the performance of all of its subrecipients and shall not be relieved of any of the duties and responsibilities of this Contract.

**Subrecipients:** The Subrecipient has the responsibility to ensure that all subrecipients, if any, provide all information necessary to permit the Subrecipient to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Subrecipient's obligations or the Subrecipient's right to receive payment

hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Subrecipient's payment check(s) directly to any person or entity designated by the Subrecipient, or
- (b) Include any person or entity designated by Subrecipient as a joint payee on the Subrecipient's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Subrecipient and the Subrecipient shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Recipient and the named Subrecipient. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Recipient and Subrecipient that any such person or entity, other than the Recipient or the Subrecipient, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

**Ineligible Vendors:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

### Indemnity

**Indemnification:** The Subrecipient agrees to indemnify and hold harmless the Recipient, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subrecipient in connection with the performance of this Contract to the extent permitted by law.

## Default and Termination

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

**Termination Without Cause:** The Recipient may terminate this contract without cause by giving 60 days written notice to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Recipient, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

**Termination for Cause:** If, through any cause, the Subrecipient shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Recipient shall have the right to terminate this Contract by giving written notice to the Subrecipient and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Subrecipient under this Contract shall, at the option of the Recipient, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Subrecipient shall not be relieved of liability to the Recipient for damages sustained by the Recipient by virtue of the Subrecipient's breach of this agreement, and the Recipient may withhold any payment due the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Recipient from such breach can be determined.

**Waiver of Default:** Waiver by the Recipient of any default or breach in compliance with the terms of this Contract by the Subrecipient shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Recipient and the Subrecipient and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Recipient.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is

prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

**Health Insurance Portability and Accountability Act (HIPAA):** The Contractor agrees that, if the Recipient determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Recipient may require to ensure compliance.

**Executive Order # 24:** "By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who have a contract with a governmental agency; or have performed under such a contract within the past year; or anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

## Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Recipient. The Subrecipient shall not assert a claim of copyright or other property interest in such deliverables.

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Subrecipient shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Subrecipient shall comply with all federal and state laws relating to equal employment opportunity.

### **Confidentiality**

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Subrecipient under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Recipient. The Subrecipient acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

### **Oversight**

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7. Additionally, as the State funding authority, the Recipient and all applicable federal agencies or their agents shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Recipient. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years

following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

### **Miscellaneous**

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Subrecipient, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Recipient and the Subrecipient.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Key Personnel:** The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Recipient. The term "key personnel" includes any and all persons identified as such in the contract documents and

any other persons subsequently identified as key personnel by the written agreement of the parties.

**Care of Property:** The Subrecipient agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Recipient for loss of, or damage to, such property. At the termination of this Contract, the Subrecipient shall contact the Recipient for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Subrecipient for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation.

State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

**Sales/Use Tax Refunds:** If eligible, the Subrecipient and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Subrecipient shall not use the award of this Contract as a part of any news release or commercial advertising, except as allowed in Attachment B.

## Attachment B

For the period 10/1/2019 - 9/29/2020

### Statement of Work

**Subrecipient:** Watauga Co Project on Aging/LEH Sr Ctr

This statement should be a short summary describing what the Subrecipient does and how the Subrecipient will use these funds. The terms of the contract between the SHIP office and the agencies require local programs meet these goals for the contract period. The uses of these funds are not limited to but **MUST** include the following activities:

1. Expand Low Income Subsidy (LIS) outreach and enrollment in the county by conducting a minimum of four enrollment clinics during the period 10/1/2019 through 9/29/2020; clinics are to be held in non-traditional locations, i.e., library, church, senior housing complex, etc.;
2. Display Monthly Prevention and wellness Campaign Posters in your respective agency and at SHIP outreach events during the reporting period, i.e., health fairs, awareness events, etc.;
3. Submit Client Counseling Contact and Public & Media Outreach (NPR) forms in a timely manner through the STARS website;
4. Work with the Area Agency on Aging in your area to conduct outreach events in the county.



**Subrecipient Response to Scope of Work:**

For the grant period of 10/01/2019 to 09/29/2020:

Funds from the MIPPA grant will be used to accomplish the following tasks:

1. We will expand LIS outreach and enrollment throughout the county by holding enrollment clinics in various locations in the county (Pharmacies and community centers, and senior centers).
2. We will display monthly prevention and wellness campaign posters in the agency and at outreach events such as health fairs.
3. We will submit client counseling and public and media outreach and education forms in a timely manner into the STARS database.
4. We will work with the AAA to conduct outreach events in the county by sending them event information and inviting them to participate and to share the event flyers throughout the county.



## Attachment C

For the period 10/1/2019 - 9/29/2020

### Line Item Budget and Budget Narrative

Provide a budget and short narrative on the use of the funding amount reflected on the contract. Please provide details of all expenses including routine charges. These expenditures may include telephone, postage, salary, equipment purchases, internet services etc. Upon termination of contract as a SHIP Subrecipient, any equipment or property less than five (5) years old purchased by Subrecipient with grant funds to perform SHIP functions shall be returned to the Recipient in good working order.

All budgets must be approved by the Recipient.

**Subrecipient Name:** Watauga Co Project on Aging/LEH Sr Ctr **Award Amount:** \$ 1,849.00

All fields must be completed.

Zero is an acceptable answer.

Must agree to the award amount.  
Is this required by your local government?

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

Budget	Amount
Contractual	
Construction	
Supplies	1349.00
Equipment	
Other	
Travel	500.00
Personnel	
Fringe	
<b>Total</b>	<b>1,849.00</b>

Written description of planned expenditures:

We will use the MIPPA grant funds to send the SHIP county coordinator to the coordinator conference in July and will use the remaining funds to purchase supplies needed such as paper, ink.

**Attachment D**  
**Certifications Regarding, Drug-Free Work-Place; Lobbying; and**  
**Debarment, Suspension and Other Responsibility Matters**

**1. Drug-Free Work-Place**

The undersigned (authorized official) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Work-Place Act of 1988, 45 CFR Part 76, subpart F. The certification set out below is a material representation of fact upon which reliance will be placed when awarding the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspensions or termination of grants or government wide suspension or debarment.

The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about—
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Subrecipient's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a); above;
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the Recipient, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to Recipient on whose grant activity the convicted employee was working.
- Notices shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted—
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Subrecipient certifies that, as a condition of the grant, it will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

## 2. Lobbying

Title 31 of the United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who request or received a Federal grants or cooperative agreement must disclose lobbying undertaking with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part93).

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

## 3. Debarment, Suspension and Other Responsibility Matters

NOTE: In accordance with 45 CFR Part 76, amended June 26, 1995, any debarment, suspension, proposed debarment or other government wide exclusion initiated under the Federal Acquisition Regulation (FAR) on or after August 25, 1995, shall be recognized by and effective for Executive Branch agencies and participants as an exclusion under 45 CFR Part 76.

### (a) Primary Covered Transactions

The undersigned (authorized official) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed under the assurances page in the application package.

**(b) Lower Tier Covered Transactions**

The applicant agrees by submitting this proposal that it will include, without modification, **the following clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction"** (Appendix B to 45 CFR Part 76) in all lower tier covered transactions (i.e., transactions with subrecipients and/or contractors) and in all solicitations for lower tier covered transactions:

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<b>Signature of Authorized Certifying Official</b>	<b>Title</b>
Subrecipient Name Watauga Co Project on Aging/LEH Sr Ctr	<b>Date Submitted</b>



**AGENDA ITEM 9:****PROPOSED CONTRACT FOR CONSULTANT/COMMERCIAL APPRAISAL SERVICES FOR THE 2022 REVALUATION PROJECT**

Mr. Larry Warren, Tax Administrator, will present a proposed contract for consultant/commercial appraisal services for the 2022 Revaluation Project. Mr. Warren contacted four firms with two (2) firms responding and interviewed. Mr. Warren is recommending Vincent Valuations in the amount of \$178,000 for commercial properties, and \$162,080 for exempt properties and defense of values at the Board of Equalization and Review, and the North Carolina Property Tax at \$900.00 per day.

Board approval is required to accept Vincent Valuations in the amount of \$178,000 for commercial properties and staff to handle the evaluation of non-exempt properties.




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# WATAUGA COUNTY TAX ADMINISTRATION

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*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: Bid Award for Commercial Revaluation  
 DATE: 04/21/2020

I recently solicited bids for our upcoming 2022 revaluation related to Commercial Properties. I contacted four firms registered with the North Carolina Department. Complete County Assessments in New Bern, NC, Data Collection Resources, LLC in Burlington, NC, Assessment Solutions of NC, Inc. in Raleigh, NC and Vincent Valuations in Elizabeth City, NC.

Two of the four appraisal companies responded with bids which are attached, Assessment Solutions of NC, Inc. and Vincent Valuations.

Attached are proposals from Vincent Valuations and Assessment Solutions of NC, Inc. for Watauga County Commercial Appraisal Services. Contained in the proposal, the selected company will be performing commercial property data collection, preparing the Commercial Schedule of Values, reviewing properties and taking current photos for our revaluation which is scheduled effective January 1, 2022.

The bid submitted by Assessment Solutions of NC, Inc. comes in at \$193,655.00 for both commercial and exempt properties and defense of values at Board of E&R and PTC at no additional charge.

The bid submitted by Vincent Valuations comes in at \$178,000.00 for commercial properties and \$162,080.00 for exempt properties and defense of values at Board of E&R and PTC at \$900.00 per day.

I respectfully request to have the proposal added to the May 19, 2020 agenda for the County Commissioners' Board meeting for the purpose of recommending that we accept the attached proposal for Vincent Valuations.

Thank you.





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**PROPOSAL FOR WATAUGA**  
**COMMERCIAL APPRAISAL**  
**SERVICES**

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MARCH 20, 2020

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WATAUGA COUNTY

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INTRODUCTION  
**MARCH 20, 2020**

VINCENT VALUATIONS



VINCENT  
VALUATIONS

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**Vincent Valuations delivers accuracy in appraisal, ensuring fairness and equity.**

Watauga County Tax Administrator  
842 W King Street  
Boone, NC 28607

Dear Larry Warren,

Thank you for the opportunity to meet with you to discuss the Commercial Appraisal goals for Watauga County.

Vincent Valuations has a respectable understanding of the requirements and needs of the County. Our expertise, services and review processes align and match the goals and expectations discussed.

The sensitive nature of a reappraisal for the county and its citizens remains at the forefront of Vincent Valuations commitment to fair, equitable and accurate reappraisal practicum.

Vincent Valuations stands out as a firm in the industry that is well respect, educated, moral and of good standing and character as educators and implementers of accepted reappraisal applications.

We are hopeful to work with Watauga County, delivering on your expectations and forming a long standing relationship and partnership for success.

RYAN VINCENT

MANAGER

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## COMPANY PROFILE

# APPRAISAL EXPERTISE

### REAPPRAISAL DONE RIGHT

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Vincent Valuations is a North Carolina based firm that focuses specifically on North Carolina local property assessing and reappraisal. With 14+ years of experience in property valuation across the state, our staff is knowledgeable in the market conditions and variables for residential, commercial and industrial valuation.

Vincent Valuations and its experienced appraisers have worked on reappraisal projects in seven states and in over twenty counties. Vincent Valuations brings a unique approach to appraisal practices and standards, having served both the private and public sectors in support of government appraisal.

## OUR AREAS OF EXPERTISE

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### #1 — APPRAISAL EXPERTISE

Vincent Valuations staff offers a combined over 100 years of experience, reappraising hundreds of thousands of residential and commercial properties. Our certified staff are not only up to date with current market trends and conditions - they are educators and respected experts in the industry.

### #2 — NORTH CAROLINA EXPERTISE

Vincent Valuations has provided reappraisal focused on North Carolina Appraisal and Taxation practices for over 14 years. Although we have experience in states throughout the US - North Carolina is our focus.

### #3 — MARKET EXPERTISE

Vincent Valuations remains educated and in the know on current market conditions for each jurisdiction we work in. Our staff continue to participate in on-going education and seminars to remain affluent in all appraisal standards and principles.

### #4 — SOFTWARE SYSTEM EXPERTISE

Vincent Valuations staff have worked with a variety of software appraisal systems such as Cox & Company and Tyler Technologies.

### #5 — PROVEN APPEALS

Vincent Valuations offers proven appeals processes, bringing clarity, transparency and the data to back up the reappraisal practices implemented and in use in each county we work in.

### #6 — EDUCATORS

Vincent Valuations staff are known educators within the Appraisal industry. They participate in on-going education and continue to teach their skills and knowledge within IAAO and NC.

### #7 — EXCELLENT STANDARDS

Vincent Valuations is a ethical and moral company that adheres to the highest quality and standards. Our team follows USPAP principles, IAAO standards, NC Law and NC Reappraisal Standards.



## REAPPRAISAL SERVICES DONE RIGHT

### QUALITY

#### **MARKET APPRAISAL**

Vincent Valuations provides turnkey reappraisal that is fair, accurate and equitable. Our revaluation planning and management and commercial reappraisal services are meticulous and fact based.

### DETAILED

#### **DATA COLLECTION**

Quality data and control over the data is a must. Vincent Valuations provides complete measure and list field assistance, real property assistance, land pricing, neighborhood delineation, data cleansing and preparation.

### EXPERTISE

#### **DATA REVIEW**

Our experienced staff understands the data and the sensitivity of getting it right. We pay close attention to detail in the review and qualification of the data reading it for the schedule of values preparation and value review.

### EQUITY & FAIRNESS

#### **HEARING APPEALS**

Vincent Valuations provides thorough appeal assistance ensuring the data collection, reviewed and prepared is defensible and accurate so your jurisdiction provides equity and fairness based on the market.



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## OUR SERVICES QUALIFICATIONS

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Vincent Valuations is a respected and experienced firm that has the following qualifications:

- NC DOR Certified and Registered
- Experienced Field Appraisal Experts
- Member of the International Association of Assessing Officers
- Local North Carolina focused Appraisal Firm
- Extremely proficient in Tyler IAS World Software and various property appraisal and taxation solutions used in the industry.
- Staff assigned to Watauga County are certified in mass appraisal by the NC DOR.
- Fourteen plus years of property valuation management and appeals experience.

### OUR VISION

Vincent Valuations is becoming a widely respected and know appraisal firm throughout North Carolina and the United States. Our vision is on of longevity, partnering with counties and jurisdictions - providing respected and trusted appraisal and revaluation methods that are accurate, equitable and defensible.

### OUR MISSION

Our Mission is to continue to improve and that is why Vincent Valuations continues to pay for the education and on-going enhancement of their staff and subcontractors. We continue to grow and learn alongside of our counterparts and that has earned us the utmost respect in the mass appraisal realm.

### OUR VALUES

Vincent Valuations protects sensitive data and information, collects information and rechecks to ensure that human error is minimized. We understand the sensitivity of the review and determinations we find. It is our commitment to provide the highest quality value and output that is unmatched in the industry.

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## PROJECT TEAM

# VINCENT VALUATIONS

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Below we have provided an overview of the Vincent Valuations team of qualified residential, commercial, appraisal system and data collection experts. Their resumes follow providing experience, education and relevant certifications.

**RYAN VINCENT**

MANAGER/COMMERCIAL  
APPRAISER

**RONALD MCCARTHY**

COMMERCIAL APPRAISER/  
CONSULTANT

**SEAN WILKERSON**

PROJECT SUPERVISOR/  
COMMERCIAL APPRAISER

**BENJAMIN KEATON**

PROJECT SUPERVISOR/  
COMMERCIAL APPRAISER

**MICAH CRUMPLER**

RESIDENTIAL APPRAISER

**ATTILA GYORI**

COMMERCIAL APPRAISER

**CAMERON WHITE**

RESIDENTIAL/COMMERCIAL  
APPRAISER

**ASHLEY COWGELL**

CLERICAL SUPPORT



# RYAN VINCENT

OWNER

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PRESENTATIONS	EXPERIENCE
<p>North Carolina Department of Revenue 2016 Advanced Appraisal Seminar - Commercial Income and Expense Information NCAAO 2016 Fall Conference – Building Data Integrity</p>	<p>Project Manager – Vincent Valuations (2014 – Present)</p> <p>Contracted with multiple counties to assist in reappraisal activities.</p> <p>Revaluation Deputy Assessor – Durham County, NC (August 2014-May 2016)</p> <ul style="list-style-type: none"> <li>• Directed the Durham County 2016 General Reappraisal of 110,000 parcels resulting in 6% appeals - Converted residential and commercial data within the One Tax CAMA system to simplify the appraisal process</li> <li>• Supervised all residential and commercial valuation</li> <li>• Directed a team of 14 county appraisers, 8 contractors and multiple clerical staff in office and field efforts</li> <li>• Delineated neighborhoods within the county</li> <li>• Completed all residential land valuation</li> <li>• Assisted in commercial land and building valuation</li> <li>• Worked both residential and commercial value appeals.</li> <li>• Completed budget for the appraisal department</li> <li>• Participated in community relations meetings regarding the reappraisal both before and after the mailing of the change of value notice.</li> <li>• Built residential and commercial cost and income models</li> <li>• Developed multiple regression models using the Spatialest program to assist in comparable sales searches.</li> </ul>
<p><b>CERTIFICATIONS</b></p>	
<p>North Carolina Department of Revenue Certified Member Instructor, International Association of Assessing Officers (IAAO) Certified to teach IAAO 101, 102, 201, 300, 311, 331, 332</p>	



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**RYAN VINCENT**

CONTINUED

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**EDUCATION**

- 2001-2005 Waukesha West High School Waukesha, WI
- High School Diploma Earned
- 2004—2008 Waukesha County Technical College Pewaukee, WI
- Real Estate Education Classes including advanced Microsoft office classes while in pursuit of a real estate degree
- Currently working toward IAAO CAE and RES designations
- Completed IAAO instructor training workshop
- Completed 15hr 2016-2017 USPAP, 2016 7 hour update
- Completed IAAO courses 101,102, 201,171,300,311,331,332,801 and 805
- Successfully challenged IAAO courses 112 and 400
- Seminars attended: IAAO Elusive Overall Cap Rate Webinar, IAAO Mass Appraisal Valuation of Restaurants Webinar, Excel for assessors, URISA into to geographic information systems, Property Law and Surveying for Appraisers and Cadastral Mappers, IAAO standards of professional practice and ethics
- Marshall & Swift certified in commercial cost approach appraisal
- Property Tax Listing and Assessing in NC
- UNC School of Government Effective Supervisory Management
- Completed FEMA Independent study courses IS1, IS3, IS100, IS7, IS139, IS 22, IS200, IS 230, IS100HC and 700
- NC DOR state certified contract appraiser & county real property appraiser
- IAAO instate instructor
- Currently Serving on the IAAO Membership Services Committee



# R O N M C C A R T H Y

C O M M E R C I A L A P P R A I S E R



	E X P E R I E N C E
	<p>1989-Present - President of RS&amp;M Appraisal Services, Incorporated.</p> <p>1993-2000 - Chief of Appraisals for Lincoln County, NC</p> <p>1989-1993 - Vice President/Area Manager for Elliott-Ross &amp; Associates; a division of Cole-Layer-Trumble Company of Dayton, Ohio.</p> <p>1984-1989 - President of Elliott-Ross &amp; Associates, Inc. of Gastonia, North Carolina.</p> <p>1975-1984 - Project Supervisor for Cole-Layer-Trumble Company, Dayton, Ohio.</p> <p>1971-1975 - Staff Appraiser for Cole-Layer-Trumble Company, Dayton, Ohio.</p> <ul style="list-style-type: none"> <li>• Duties include; staff supervision, project management, and technical assistance in all aspects of real property appraisal for ad valorem valuation purposes.</li> <li>• Mr. McCarthy has supervised and assisted in over 100 countywide revaluation projects throughout North and South Carolina, Georgia, Connecticut, Texas, West Virginia and Massachusetts.</li> <li>• Assisted with research and development of cost schedules, appraisal manuals, procedural manuals and client manuals, assisted with software development and implementation of appraisal systems.</li> <li>• Responsible for hiring and training all personnel, explanation of revaluation programs, instructions in basic and advanced appraisal techniques and public relations.</li> <li>• Accredited Senior Member (ASA) – American Society of Appraisers, Real Property Ad Valorem Specialist, accredited since 1978.</li> <li>• Certified Real Property Appraiser – State of North Carolina Department of Revenue, Ad Valorem Division, certified since 1985.</li> </ul>
<p><b>C E R T I F I C A T I O N S</b></p>	
<p>NC DOR Certified, ASA Member</p>	



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**M****R O N M C C A R T H Y****C O N T I N U E D**

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**E D U C A T I O N**

- Harvard Business School - "Management 18, A Short Course for Managers".
- I.A.A.O. - Course I - "Introduction to the Fundamentals of Real Estate Appraising".
- I.A.A.O. - Course II - "Income Approach to Valuation".
- Trumble-McGuirk & Associates Technical Education Program - Course 1a "Site Analysis"; Course 1b "Market Approach to Value", Course 1c "Cost Approach to Value", and Course 1d "Income Approach to Value".
- North Carolina Department of Revenue "Appraisal of Farm Properties".
- Southwestern Technical Institute - "Fundamentals of Real Estate Appraisal".
- Sandhills Community College - "Real Estate Sales Fundamentals."
- Society of Real Estate Appraisers - "Appraisers Legal Liabilities."
- Institute of Government UNC Chapel Hill - "Market Calibration of the Cost Approach." "Fundamentals of Property Tax Listing and Assessing." "Preparation/ Presentation of Expert Appraisal Testimony."

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**Vincent Valuations was formed to assist local governing entities in mass appraisal, ensuring Fair, Accurate, Equitable Values - serving the public and its constituents. - Ryan Vincent, Founder**

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## OUR SERVICES

### SCOPE OF WORK

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#### **Commercial measure, list and valuation.**

##### **Process Defined**

Our experienced certified field appraisers will visit each commercial property - providing measure, list and site review services. In addition, we will complete a final value review of each commercial property as part of our verification process. At the onset of the project, Vincent Valuations will conduct a project-planning calendar with milestones agreed upon by both Vincent Valuations and Watauga County.

##### **Data Collection and Project Planning**

At the onset of the project, Vincent Valuations will meet with the county to establish the project plan and create the schedule and data collection process. Each element of the project will be defined further to ensure that the scope of work is transparent and in line with the county's goals.

##### **Physical Property Review**

The physical property review will include measuring each improvement verifying the data. Vincent Valuations staff will attempt to make contact onsite with an owner or occupant. If no one is available, Vincent Valuations will proceed to complete the exterior inspection of the property. The exterior inspection includes the measurements of at least 2 sides of each major improvement.

During the inspection, Vincent Valuations staff will verify critical valuation data such as - square footage, foundation, basement areas, construction, heating systems, fireplaces, plumbing fixtures, rooms, use types, year built, condition and quality.

If an owner is available Vincent Valuations staff will verify any recent sales transactions of the property. We will also attempt to obtain critical income data such as rents, expense and estimated capitalization rates which are crucial to the income approach to valuation.

Vincent Valuations staff will make notation of the date the property was visited along with the individual we have made contact with - if anyone was interviewed at the property.

Vincent Valuations staff will wear county issued identification badges at all times while conducting field visits and will represent the county in a professional manner.

##### **Photographs**

Vincent Valuations will take a digital photo of all major improvements on the property. These photos and all field cards will become the property of the county. Images will be transferred to the county in a format agreeable to both parties. It is preferred that the county setup a Survey 123 app in order to easily transfer pictures to the county.

##### **Valuation**

Vincent Valuations will be responsible for land valuation of commercial properties. We will use recent land sales to value land. Land will be valued based on best practice methodology for - acres, front foot, square foot and lot pricing.

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## SCOPE CONT'D & COUNTY EXPECTATIONS

### WATAUGA COUNTY

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Vincent Valuations will not be responsible for present use valuation but can assist the county with such.

Vincent Valuations will complete a value review of each commercial parcel in the county. Appraisers will complete this review as a joint field and office effort. The appraiser will review all data characters, valuation methods and any other factors that may influence value. This final value review is essential in making sure consistent application of quality grade, depreciation factors and values are achieved.

Vincent Valuations will use all approaches to value as necessary. For commercial properties, Vincent Valuations will also consider the income approach to value for properties that are typically traded on an income basis. Income data will be obtained from the market as necessary. The market will also be researched for vacancy, expense rates and capitalization rates. Vincent Valuations will critically analyze the rates. Vincent Valuations appraisers ensure fair and accurate values on all properties.

The above listed services will assist the county in complying with the NCDOR Reappraisal Standards

Vincent Valuations will provide appraisal consulting services to the county. This will include assisting the county with the residential portion of the schedule of values and any other appraisal consulting needs.

#### **Vincent Valuations has listed the following assumptions and county responsibilities/expectations:**

- The county will print all property record cards.
- The pictures will be transferred to the county via flash drive, but preferably via Survey 123.
- Vincent Valuations will uniquely identify each photo in a format agreed upon by the county.
- The county will provide a county issued ID badge to all appraisers assigned.
- The county will make available maps and print maps as needed for fieldwork.
- The county will be responsible for mailing any taxpayer notices including Income Questionnaires.
- The county will provide office space for the duration of the project along with a minimum of 2 computer workstations. The county will provide remote access to the county's CAMA software.
- The county will provide access to all aerial and ortho photography.
- Invoicing will be done on a monthly basis for the work completed that previous month.

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## CURRENT CLIENT LIST & COMPLETED PROJECTS

### VINCENT VALUATIONS CLIENTS

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**WAKE COUNTY, NC -****WORK PERFORMED**

New construction appraisal, reappraisal consulting.

**MARCUS KINRADE - 919-856-7107**

**TAX ADMINISTRATOR**

**CHOWAN COUNTY, NC -****WORK PERFORMED**

Residential and commercial new construction appraisal, complete measure and list reappraisal.

**MELISSA RADKE - 252-482-9837**

**TAX ADMINISTRATOR**

**HENDERSON COUNTY, NC****WORK PERFORMED**

Appraisal Consulting, Data Analysis

**DARLENE BURGESS - 828-697-4870**

**TAX ADMINISTRATOR**

**MECKLENBURG COUNTY, NC****WORK PERFORMED**

Appraisal Consulting, Data Analysis

**CHRISTY LANTIS - 704-336-7600**

**DIVISION DIRECTOR**

**ROBESON COUNTY, NC****WORK PERFORMED**

Appraisal Review and Consulting

**CINDY LOWERY - 910-671-3060**

**TAX ADMINISTRATOR**

**PAMLICO COUNTY, NC****WORK PERFORMED**

Complete Measure and List Reappraisal (in-process). Commercial and Residential New Construction Appraisal.

**LESLIE YOUNG - 252-745-3791**

**TAX ADMINISTRATOR**

**ALLEGHANY COUNTY, NC -****WORK PERFORMED**

Commercial property reappraisal.

**RITA MILLER - 336-372-8291**

**TAX ADMINISTRATOR**

**DARE COUNTY, NC -****WORK PERFORMED**

Appraisal consulting.

**GRETA SKEEN - 252-475-5940**

**TAX ADMINISTRATOR**

**FORSYTH COUNTY, NC -****WORK PERFORMED**

New construction appraisal.

**NOLAN LAWSON - 336-703-2311**

**TAX ADMINISTRATOR**

**CHATHAM COUNTY, NC -****WORK PERFORMED**

Complete measure and list reappraisal..

**JENNY WILLIAMS - 919-545-8404**

**TAX ADMINISTRATOR**

**HARNETT COUNTY, NC -****WORK PERFORMED**

Complete measure and list reappraisal.

**WILLIAM TYSON - 910-814-3065**

**TAX ADMINISTRATOR**

**CARTERET COUNTY, NC -****WORK PERFORMED**

Commerical property reappraisal, appraisal consulting.

**SARAH DAVIS - 252-728-8485**

**TAX ADMINISTRATOR**

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## CURRENT CLIENT LIST & COMPLETED PROJECTS

### VINCENT VALUATIONS CLIENTS

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#### **NEW HANOVER COUNTY, NC**

##### **WORK PERFORMED**

New construction appraisal, reappraisal consulting.

**ALLISON SNELL - 910-798-7455**

**TAX ADMINISTRATOR**

#### **DURHAM COUNTY, NC**

##### **WORK PERFORMED**

Commercial Training, commercial Appeals, residential data collection, neighborhood delineation, commercial data collection, commercial data conversion in One Tax, commercial valuation, schedule of value development assistance, statistical testing, commercial data entry into One Tax CAMA system. Commercial and Residential New Construction Appraisal.

**KIMBERLY SIMPSON - 919-560-0306**

**TAX ADMINISTRATOR**



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## PROJECT COST BREAKDOWN

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### Detailed Cost Quotation

Below is Vincent Valuations cost quote for Watauga County Commercial Appraisal. All daily per diem rates are guaranteed for a period of 90 days from the date of this proposal.

#### Proposal Submitted By:

**Company:** Vincent Valuations

**Address:** 226 Cowand Road

**Address:** Merry Hill, NC 27957

**Name:** Ryan Vincent, Manager

**Phone:** 414-531-3711

**Email:** vincentvaluations@gmail.com

Commercial Property Data Collection, Commercial Schedule of Values Preparation, Review Valuation and Photos - \$80.00 per parcel. This is based on a parcel count of 2,225.

Total Commercial Project Cost - \$178,000.00

Exempt Property Data Collection, Review Valuation and Photos - \$80.00 per parcel. This is based on a parcel count of 2,026.

Total Exempt Project Cost - \$162,080.00

Appraisal Consulting/Appeal Work - \$1,000.00 per person, per day.

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**AGENDA ITEM 10:**

**BUDGET AMENDMENTS**

**MANAGER'S COMMENTS:**

Ms. Misty Watson, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



WATAUGA COUNTY  
FINANCE OFFICE

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

**MEMORANDUM**

**TO:** Deron T. Geouque, County Manager  
**FROM:** Misty Watson, Finance Director  
**SUBJECT:** Budget Amendments  
**DATE:** May 5, 2020

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

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103980 398121	Transfer from Capital Projects Fund		60,000
104261 458000	Capital outlay - building	60,000	
213991 399101	Fund Balance Appropriation		60,000
219800 498010	Transfer to General Fund	60,000	

To allocate funds from CIP set aside funds for the completion of the Courtroom #2 renovations including the millwork approved per Board action 3/17/20.

105911 471000	NC Lottery Funds		297,900
105911 470051	Watauga High School - resurface tennis courts	60,000	
105911 470052	Green Valley School - VOIP system upgrade	65,000	
105911 470053	K-8 Schools - replace doors	12,900	
105911 470005	K-8 Schools - replace kitchen coolers and equipment	55,000	
105911 470001	K-8 Schools - replace carpet and tile flooring	30,000	
105911 470056	Blowing Rock and Mabel - replace gym floor	75,000	

Per Board action 1/21/20; to allocate funds for NC Lottery projects as requested by the Watauga County Schools and approved by NC DPI.

105911 470041	Pavement repairs	202,222	
105911 470058	Roof maintenance	45,000	
105911 470059	Security cameras	100,000	
105911 470060	HVAC and sewer pump replacements	10,000	
105911 470061	Repeater system	19,000	
105911 470062	Fuel island	30,000	
105911 470063	Classroom presentation technology	80,000	
105911 470064	Facilities - furniture and equipment	55,290	

105911	470065	Facilities - central office renovation	30,000	
213991	399101	Fund Balance Appropriation		571,512
219800	498010	Transfer to General Fund	571,512	
103980	398121	Transfer from Capital Projects Fund		571,512

Per Board action 4/7/20; to allocate funds from CIP set aside funds for projects as requested by the Watauga County School system.

104920	463000	Annual appropriation		33,463
109800	498021	Transfer to Capital Projects Fund	33,463	
213980	398100	Transfer from General Fund		33,463
213991	399101	Appropriated fund balance	33,463	

To return unused CIP funds from High Country Local First for projects that are no longer viable.

224310	454000	Capital outlay - vehicles	26,934	
223991	399101	Appropriated fund balance		26,934

Per Board action 3/17/20; to recognize the purchase of a narcotics vehicle.

104274	435101	Maintenance and repairs - grounds		123,817
109800	498021	Transfer to Capital Projects Fund	123,817	
213980	398100	Transfer from General Fund		123,817
213991	399101	Appropriated fund balance	123,817	

To return unused CIP funds from the West Annex Culvert project to CIP.

103980	398121	Transfer from Capital Projects Fund		9,842
104920	463000	General appropriation	9,842	
213991	399101	Fund Balance Appropriation		9,842
219800	498010	Transfer to General Fund	9,842	

Per Board action 4/7/20; to allocate funds from CIP set aside funds for projects as requested by the Economic Development Commission to be utilized by the Blue Ridge Women In Agriculture for a walk-in refrigerator.

103839	343100	Donations		23,500
104310	451000	Capital outlay - equipment	23,500	

Per Board action 4/21/20; to recognize the purchase of law enforcement equipment which was funded through a private donation.

104262	435100	Maintenance and repairs - grounds		200,000
109800	498021	Transfer to Capital Projects Fund	200,000	
213980	398100	Transfer from General Fund		200,000

213991	399101	Appropriated fund balance	200,000
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To return unused CIP funds from the East Annex Juvenile Court renovations to CIP.

103839	384000	Donations	154,752
104288	457001	Capital outlay - land improvements	154,752

Per Board action 4/21/20; to recognize the Rocky Knob 2020 Trails Renovation Project between North Carolina Department of Natural and Cultural Resources and Boone Area Cyclists.

		Soil and Water - N.C. Division of Water	
103300	349615	Resources - Ward's Mill Dam	200,000
104960	449917	DWR Grant	200,000

Per Board action 11/6/19; to recognize the agreement between Blue Ridge RC&D and Watauga County Soil and Water Conservation District for the removal of Ward's Mill Dam.

**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Presentation of the FY 2021 Capital Improvement Plan (CIP)***

**MANAGER’S COMMENTS:**

The County Manager will present the FY 2020-2021 Capital Improvement Plan (CIP) for your review prior to discussion during the upcoming budget work sessions. A link to the FY 2020-2021 CIP and Budget documents will be provided on the day of the meeting.

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**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***B. Presentation of the Manager's FY 2021 Recommended Budget***

**MANAGER'S COMMENTS:**

The Manager will present his Recommended FY 2021 Budget at the meeting and review highlights. If you have questions, please feel free to call or discuss at the budget work sessions scheduled on Thursday, May 14, 2020, beginning at 12:00 P.M. and Friday, May 15, 2020 at 9:00 A.M.

The Recommended Budget will be available for public inspection on the County's website and at the County Manager's Office.

A public hearing will be held on May 19, 2020, at 5:30 P.M. to allow citizen comment on the proposed budget.

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**AGENDA ITEM 11:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Proposed Property & Liability Insurance and Workers Compensation Renewals Request*****MANAGER'S COMMENTS:**

Renewal rates for property and liability insurance and workers compensation will be presented for the Board's consideration. The rate for property and liability is \$195,521 or a \$9,386 increase and the rate for workers compensation remains the same at \$237,279. Based on prior years' claims experience staff is recommending continuing the property deductible at \$5,000. The Manager's recommended budget includes adequate funds to cover the insurance premiums.

Board approval is requested to accept the renewals for property and liability insurance and workers compensation from the North Carolina Association of County Commissioners (NCACC), in the amount of \$195,521 and \$237,279 respectively.



## NCACC Risk Management Pools Liability and Property

County: <b>WATAUGA COUNTY</b>					
RENEWAL ESTIMATE		JULY 1, 2020 TO JULY 1, 2021		Date of Quote	4/17/2020
Coverage	Contract Limit	Deductible	Renewal Exposure		Contribution
Property	Insured Values	\$1,000	Total Property Values	\$110,106,300	65,073
Named Storm		\$1,000			
		\$1,000	Total Inland Marine Values	\$8,284,643	4,897
Flood, NFIP		\$500,000			
Flood/Earthquake		\$25,000		Total	<b>\$69,970</b>
General Liability	\$2,000,000	\$0	Population	57,348	13,666
			Number of EMTs	0	0
			Total		<b>\$13,666</b>
Automobile Liability	\$2,000,000	\$0	Total # of Vehicles (Liability)	130	30,481
Excess Auto Liability					0
Physical Damage	Actual Cash Value	\$1,000	Total # of Vehicles (PD)	130	15,241
Replacement Cost	\$0		Value of Selected Veh.	\$0	\$0
			Total		<b>\$45,722</b>
Crime	\$250,000	\$1,000	Money on Premises	1	\$968
			Great than \$250,000	0	\$0
			Total		<b>\$968</b>
Public Officials Liability	\$2,000,000	\$5,000	Population	57,348	16,891
			Total		<b>\$16,891</b>
Law Enforcement Liability	\$2,000,000	\$5,000	Class A Employees	48	25,212
			Class B Employees	29	8,484
			Class C Employees	18	1,796
			Total		<b>\$35,492</b>
Employment Practices Liability	\$2,000,000	\$5,000	Population	57,348	12,812
			Total		<b>\$12,812</b>
Employee Benefits Liability	\$2,000,000	\$5,000			Total
					<b>included</b>
Environmental Impairment Liability	\$250,000 aggregate	\$0			Total
					<b>included</b>
Cyber Liability	\$1,000,000	\$5,000	Population	Total	<b>included</b>
<b>Annual Estimated Contribution</b>					

Please return this document with your signed proposal.

## 2020 PROPERTY SUBLIMITS

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\$5,000,000	ACCOUNTS RECEIVABLE	
\$4,000,000	AUTOMATIC COVERAGE	
\$2,500,000	INCREASED COST OF CONSTRUCTION	
\$250,000	COST OF EXTINGUISHING LANDFILL FIRES	
\$100,000	CONTINGENT TAX REVENUE INTERRUPTION	
\$250,000	CONTINGENT BUSINESS INTERRUPTION/CONTINGENT EXTRA EXPENSE	
\$2,500,000	DEBRIS REMOVAL (LESSOR OF 25% OF PROPERTY DAMAGE LOSS OR THE LIMIT SHOWN)	
\$500,000	DECONTAMINATION COSTS	
\$100,000	DEFERRED PAYMENTS	
\$10,000,000	EARTHQUAKE – SUBJECT TO A \$10,000,000 ANNUAL AGGREGATE	
\$2,500,000	ELECTRONIC DATA AND MEDIA	
\$50,000,000	EQUIPMENT BREAKDOWN, INCLUDING:	
	SPOILAGE	\$500,000
	SERVICE INTERRUPTION	\$2,500,000
	BUSINESS INTERRUPTION	\$25,000,000
	GROSS EARNINGS AND EXTRA EXPENSE	\$1,000,000
	EXPEDITING EXPENSE	\$500,000
	HAZARDOUS SUBSTANCE	\$1,000,000
	AMMONIA CONTAMINATION	\$500,000
	ELECTRONIC DATA & MEDIA	\$1,000,000
	CFC REFRIGERANTS	\$100,000
	COMPUTER EQUIPMENT	\$25,000,000
\$2,500,000	ERRORS AND OMISSIONS	
\$250,000	EVACUATION EXPENSE	
\$1,000,000	EXPEDITING EXPENSE	
\$2,500,000	EXTRA EXPENSE	
\$1,000,000	EXTENDED PERIOD OF INDEMNITY (LESSOR OF ACTUAL LOSS SUSTAINED FOR 180 CONSECUTIVE DAYS OR LIMIT SHOWN)	
\$1,000,000	UNSCHEDULED FINE ARTS - SUBJECT TO A MAXIMUM OF \$250,000 PER ITEM	
\$10,000,000	FLOOD - SUBJECT TO A \$10,000,000 ANNUAL AGGREGATE	
\$1,000,000	FLOOD – SUBJECT TO A \$1,000,000 ANNUAL AGGREGATE AS RESPECTS LOCATIONS SITUATED WHOLLY OR PARTIALLY WITHIN SPECIAL HAZARD ZONES FOR FLOOD	

\$2,500,000	GROSS EARNINGS AND EXTRA EXPENSE COMBINED
\$2,500,000	INTERRUPTION BY CIVIL AUTHORITY
\$100,000	LAW ENFORCEMENT ANIMAL MORTALITY
\$2,500,000	LEASEHOLD INTEREST
\$2,500,000	MISCELLANEOUS UNNAMED PROPERTY
\$250,000	MOBILE MEDICAL EQUIPMENT
\$60,000,000	NAMED STORM – TIER 1 AND TIER 2 ONLY
\$250,000	FIBER OPTICS DISTRIBUTION LINES LOCATED MORE THAN 1,000 FEET FROM A COVERED LOCATION
\$10,000	PERSONAL PROPERTY OF OFFICERS AND EMPLOYEES OF THE PARTICIPANT
\$100,000	PROFESSIONAL FEES
\$2,500,000	PROPERTY IN COURSE OF CONSTRUCTION AND SOFT COSTS - ANY ONE COVERED PROPERTY
\$100,000	LAND AND WASTE CONTAMINANT OR POLLUTANT CLEANUP. REMOVAL AND DISPOSAL - SUBJECT TO A \$500,000 ANNUAL AGGREGATE
\$2,500,000	SERVICE INTERRUPTION - PROPERTY DAMAGE AND TIME ELEMENT COMBINED
\$2,500,000	TRANSIT PROPERTY DAMAGE AND TIME ELEMENT COMBINED - PER CONVEYANCE
\$2,500,000	VALUABLE PAPERS & RECORDS & EDP MEDIA
\$2,500,000	INGRESS/EGRESS
\$100,000	LANDSCAPING, SUBJECT TO \$15,000 ANY ONE SHRUB OR TREE, CAUSED BY OR RESULTING FROM A COVERED PERIL
\$150,000	ANY ONE WATERCRAFT, \$1,500,000 ANY ONE OCCURRENCE FOR WATERCRAFT 27 FEET OR LESS IN LENGTH;
\$15,000	PIERS, DOCKS, PILINGS, BULKHEADS, AND WHARVES: ANY UNSCHEDULED LOCATION;
	\$100,000 MAXIMUM ANY ONE SCHEDULED LOCATION; \$250,000 ANY ONE OCCURRENCE
\$250,000	UNSCHEDULED TUNNELS, BRIDGES, AND DAMS (EXCLUDING COVERAGE FOR THE PERILS OF EARTHQUAKE, FLOOD AND NAMED STORM)
\$10,000	UNSCHEDULED UNMANNED AIRCRAFT/UNMANNED AIRCRAFT SYSTEM - SUBJECT TO A \$50,000 ANNUAL AGGREGATE
\$100,000	UPGRADE TO GREEN



## NCACC Risk Management Pools Liability and Property

Payment Plan Available: Liability & Property Pool  
County or Entity: **WATAUGA COUNTY**

Quoted on: **4/17/2020**

<b>Annual Payment Plan:</b>	<b>\$195,521</b>
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**We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.**

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

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

Financial Officer:

Signature \_\_\_\_\_

Date \_\_\_\_\_

***Please sign and return the accepted proposal by June 15th, 2020.***



**NCACC Risk Management Pools  
Liability and Property**

JULY 1, 2020 TO JULY 1, 2021		Quoted on: 4/17/2020							
Renewal Estimate	County or Entity: WATAUGA COUNTY								
Deductible Adjustment Options	Per Occurrence Deductibles								
Liability & Property Line	\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$75,000	\$100,000
PROPERTY		\$0	\$3,709	\$7,418	\$11,713	\$17,895	\$22,645	\$25,378	\$27,461
INLAND MARINE		\$0	\$118	\$245	\$431	\$803	\$1,195	\$1,518	\$1,753
GENERAL LIABILITY	\$615	\$998	\$1,394	\$1,763	\$2,200	\$3,020	\$3,772	\$4,373	\$4,892
AUTO LIABILITY	\$823	\$1,433	\$2,591	\$3,688	\$5,090	\$7,163	\$8,687	\$9,723	\$10,425
AUTO PHYSICAL DAMAGE		\$0	\$2,210	\$4,100	\$5,822	\$7,102	\$7,621	\$7,880	\$7,986
CRIME	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PUBLIC OFFICIALS LIAB.		\$0	\$0	\$0	\$659	\$1,959	\$3,311	\$4,172	\$4,713
LAW ENFORCEMENT LIAB.		\$0	\$0	\$0	\$1,384	\$4,117	\$6,956	\$8,767	\$9,902
EMPLOYMENT PRACTICES LIAB.		\$0	\$0	\$0	\$359	\$1,140	\$1,973	\$2,486	\$2,908

*Please return this document with your signed proposal.*





## **NCACC Risk Management Pools Liability and Property**

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County or Entity: **WATAUGA COUNTY**

### **INCENTIVE ELIGIBILITY**

Multi-Pool Incentives can be earned by participating in both Pools. You are rewarded for your participation in our Workers Compensation and Liability & Property Pools with an incentive.

For questions regarding the Longevity Credit, please contact your underwriter.

#### Participation In Multiple Pools

**\$9,590**

#### Longevity Credit

*Percentage of Final Signed Contribution (WC & L&P)*

**3.0%**

**The contributions are established on the basis that the member remains in both pools. Should the member elect not to renew with both pools then the NCACC Risk Pools reserve the right to adjust the proposal pricing on the basis of single pool membership.**

***Please return this document with your signed proposal.***



## NCACC Risk Management Pools Liability and Property

JULY 1, 2020 TO JULY 1, 2021

Quoted on: 4/17/2020

Renewal Estimate

EXCESS LIABILITY

County or Entity: **WATAUGA COUNTY**

Excess Liability provides excess General Liability, Automobile Liability, Public Officials or Law Enforcement Liability limits. The Excess Liability comes into play when the primary limits have been exhausted. The Excess Liability allows the member to purchase a single increased limit, and use the limit where it is necessary. The Excess Liability does not increase each individual Liability limit, but is available in any covered Liability area should the need arise. The Pool's Excess Liability extends limits above the Pool's contract only.

Higher limits can be purchased in the form of the Excess Liability options as follows:

EXCESS LIABILITY	ANNUAL CONTRIBUTION	SELECT LIMIT
<b><u>DECLINE EXCESS COVERAGE</u></b>	[REDACTED]	<input checked="" type="checkbox"/>
\$1,000,000 excess of \$2,000,000 underlying	\$ 13,568	<input type="checkbox"/>
\$2,000,000 excess of \$2,000,000 underlying	\$ 19,632	<input type="checkbox"/>
\$3,000,000 excess of \$2,000,000 underlying	\$ 25,157	<input type="checkbox"/>
\$4,000,000 excess of \$2,000,000 underlying	\$ 30,560	<input type="checkbox"/>

To purchase or decline the Excess Liability Coverage, please indicate the limits desired by marking an X inside the box under the "SELECT LIMIT" column.

**Approved by:**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

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

Financial Officer:

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Please return this document with your signed proposal.**



## NCACC Risk Management Pools Liability and Property

Please return this form with your confirmation indicating your deductible choices. If we do not receive the completed form, we will process your renewal using the standard deductibles (shown in bold, italics type).

### WATAUGA COUNTY

#### LIABILITY AND PROPERTY DEDUCTIBLE OPTIONS

JULY 1, 2020 to JULY 1, 2021

COVERAGE	X	DEDUCTIBLE	COVERAGE	X	DEDUCTIBLE
Property		<b>\$1,000</b>	Inland Marine		<b>\$1,000</b>
		\$2,500			\$2,500
	<input checked="" type="checkbox"/>	\$5,000		<input checked="" type="checkbox"/>	\$5,000
		\$10,000			\$10,000
		\$25,000			\$25,000
		\$50,000			\$50,000
		\$75,000			\$75,000
		\$100,000			\$100,000
Coastal county members only -- You may select a 2% Wind Deduct.		Your proposal includes the standard deductible for wind coverage for all property exposures. To accept a 2% wind deductible for the savings shown in your proposal, check the block at the left.			
Crime		<b>\$1,000</b>	General Liability	<input checked="" type="checkbox"/>	<b>\$0</b>
					\$500
					\$1,000
					\$2,500
					\$5,000
					\$10,000
					\$25,000
					\$50,000
Automobile Liability	<input checked="" type="checkbox"/>	<b>\$0</b>	Auto Phy. Damage	<input checked="" type="checkbox"/>	<b>\$1,000</b>
		\$500			\$2,500
		\$1,000			\$5,000
		\$2,500			\$10,000
		\$5,000			\$25,000
		\$10,000			\$50,000
		\$25,000			\$75,000
		\$50,000			\$100,000
Law Enforcement	<input checked="" type="checkbox"/>	<b>\$5,000</b>	Public Officials	<input checked="" type="checkbox"/>	<b>\$5,000</b>
		\$10,000			\$10,000
		\$25,000			\$25,000
		\$50,000			\$50,000
		\$75,000			\$75,000
		\$100,000			\$100,000
Employment Practices	<input checked="" type="checkbox"/>	<b>\$5,000</b>	<b>Boiler and Machinery Coverage</b>		
		\$10,000	* The deductible for Boiler and Machinery is \$1,000 for Direct Damage and 24 hours for Indirect Damage at the request of the reinsurer. Other options are <b>not available</b> for Boiler & Machinery.		
		\$25,000			
		\$50,000			
		\$75,000			
		\$100,000			

**Please return this document with your signed proposal.**



## NCACC Risk Management Pools Workers Compensation

**RENEWAL ESTIMATE JULY 1, 2020 TO JULY 1, 2021**

**Quoted on: 4/17/2020**

Member: **WATAUGA COUNTY**

Limits Coverage A : Workers Compensation: Statutory  
Coverage B: Employer's Liability: \$2,000,000

Class Code	Description	Annual Remuneration	Modified Rate	Modified Contribution
7710	FIREFIGHTERS & DRIVERS PATROL OR PROTECTIVE CORPS	\$104,017	3.101	\$3,225
7720	SHERIFF'S DEPT. OFFICERS & DRIVERS	\$3,547,923	2.963	\$105,122
8810	CLERICAL	\$3,758,798	0.263	\$9,882
8810x	CLERICAL -DSS - N/A	\$1,342,044	0.263	\$3,528
8831	HOSPITAL VETERINARY & DRIVERS	\$89,977	1.153	\$1,037
8835	NURSING- HOME HEALTH , PUBLIC & TRAVELING ALL EMPLOY	\$265,406	2.619	\$6,950
9015	BUILDINGS - NOC	\$800,670	3.357	\$26,881
9061	CLUBS & SENIOR CENTERS: NOC & CLERICAL	\$157,538	1.146	\$1,805
9102	PARK NOC ALL EMPLOYEES/DRIVERS	\$510,241	2.054	\$10,483
9403	ASHES GARBAGE OR REFUSE COLLECTION & DRIVERS	\$372,639	6.909	\$25,745
9410	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	\$1,409,450	1.722	\$24,277
9410x	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	\$892,734	1.722	\$15,377
9999	VOLUNTEERS (NCACC designated class)	\$10,000	29.672	\$2,967

**Total Estimated Payroll**

*Subject to audit.*

**\$13,261,437**

**2019-2020 Contribution: \$237,279**

***Please return this document with your signed proposal.***



# NCACC Risk Management Pools Workers Compensation

Payment Plan Available: Workers' Compensation Pool  
County or Entity: **WATAUGA COUNTY**

Quoted on: **4/17/2020**

<b>Annual Payment Plan:</b>	<b>\$237,279</b>
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**We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.**

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

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

Financial Officer:

Signature \_\_\_\_\_

Date \_\_\_\_\_

***Please sign and return the accepted proposal by June 15th, 2020.***

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**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***D. Proposed Nurses Week Proclamation***

**MANAGER'S COMMENTS:**

Enclosed is a proclamation declaring May 6 through May 12, 2020 as Nurse Appreciation Week. The County would like to thank all of the nurses in the county for their dedication and devotion to those individuals falling ill and in need of medical assistance. The county has never needed nurses' services more than during this global pandemic. On behalf of Watauga County and its citizens, we would like to express our sincerest appreciation and gratitude for their services.

**DRAFT****WATAUGA COUNTY****NORTH CAROLINA****NATIONAL NURSES WEEK PROCLAMATION 2020**

**WHEREAS**, Florence Nightingale, born in 1820, is known as the founder of modern nursing and Clara Barton, a nurse who earned the nickname "Angel in the Battlefield" during the Civil War, went on to create the American Red Cross in 1881; and

**WHEREAS**, today, there are more than 3.9 million professionally active Registered Nurses (RNs) and Licensed Practical Nurses (LPNs) in the United States; and

**WHEREAS**, nursing is the nation's largest health care profession and one of the largest workforces in the United States; and

**WHEREAS**, nearly 20% of all Registered Nurses in the United States holds a master's degree; and

**WHEREAS**, there are over 160,000 Registered and Licensed Practical Nurses in North Carolina; and

**WHEREAS**, the first National Nurses Week in the United States was held October 11-16, 1954, in observance of the 100th Anniversary of Florence Nightingale's mission to Crimea; and

**WHEREAS**, National Nurses Week was designated by the White House and President Nixon in 1974, and has been recognized each year from May 6 to May 12; and

**WHEREAS**, Nurses are currently on the frontlines of a global pandemic; and

**WHEREAS**, Nurses are considered the most trustworthy of all professions in the United States.

**NOW THEREFORE**, the Watauga County Board of Commissioners does hereby proclaim May 6 to May 12, 2020 as **Nurses Appreciation Week** throughout Watauga County.

**BE IT FURTHERED RESOLVED**, the Board wishes to extend its sincerest appreciation to our nurses for their tireless effort serving and keeping our community safe during these uncertain times.

**ADOPTED** this 5<sup>th</sup> day of May, 2020.

Attest:

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 John Welch, Chairman  
 Watauga County Board of Commissioners

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 Anita J. Fogle, Clerk to the Board



**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*E. Announcements*

**MANAGER’S COMMENTS:**

Budget work sessions are scheduled for May 14<sup>th</sup> and 15<sup>th</sup> from 12:00 P.M. to 8:00 P.M. and 9:00 A.M. to 1:00 P.M., respectively. At this time, these meetings will be Zoom conference calls and follow the Electronic Meeting Policy adopted by the Board.

**AGENDA ITEM 12:**

**PUBLIC COMMENT**

**AGENDA ITEM 13:**

**BREAK**

**AGENDA ITEM 14:**

**CLOSED SESSION**

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