

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

**TUESDAY, JUNE 18, 2019
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 4, 2019, Regular Meeting June 4, 2019, Closed Session		1
	3	APPROVAL OF THE JUNE 18, 2019 AGENDA		13
5:35	4	W.A.M.Y. COMMUNITY ACTION, INC., MATTERS A. Update Report B. Letter of Support Request for A Housing Preservation Grant Application	MS. MELISSA SOTO	15 19
5:40	5	COOPERATIVE EXTENSION UPDATE	MR. RICHARD BOYLAN	21
5:45	6	ROCKY KNOB PARK'S RECREATION TRAILS PROGRAM GRANT APPLICATION REQUEST	MR. KRISTIAN JACKSON	25
5:50	7	APPALCART MATTERS A. Proposed Transportation Contracts B. Proposed Project on Aging Meal Delivery Contracts	MR. CRAIG HUGHES	57 73
5:55	8	REQUEST TO ADD A STORAGE SHED AT THE MAIN LIBRARY FACILITY	MS. MONICA CARUSO	83
6:00	9	REQUEST FOR EXTENSION OF MOWING AND WEEKEND CUSTODIAL CONTRACTS	MR. ROBERT MARSH	87
6:05	10	DISCUSSION OF STATE TRANSPORTATION IMPROVEMENT PLAN (STIP)	MR. JOE FURMAN	105
6:10	11	TAX MATTERS A. Monthly Collections Report B. Refunds & Releases	MR. LARRY WARREN	109 111
6:15	12	BUDGET AMENDMENTS	MS. MISTY WATSON	119
6:20	13	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Frontier Natural Gas Agreement B. North Carolina Music Hall of Fame & Museum (NCMHOF) Request C. Boards and Commissions D. Announcements	MR. DERON GEOUQUE	121 131 141 143

TIME	#	TOPIC	PRESENTER	PAGE
6:25	14	PUBLIC COMMENT		147
7:25	15	BREAK		147
7:30	16	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Land Acquisition – G. S. 143-318.11(a)(5)(i)		147
7:45	17	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

June 4, 2019, Regular Meeting

June 4, 2019, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, JUNE 4, 2019**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 4, 2019, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

Chairman Welch called the meeting to order at 8:35 A.M.

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

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the May 21, 2019, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the May 21, 2019, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

After further review of the minutes, Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved that the following motion under Boards and Commissions from the May 21, 2019, regular meeting minutes be amended as follows (with deletions in strikethrough print and additions in italic bold print):

Commissioner Yates, seconded by Commissioner Turnbow, moved to waive the second reading and appoint Commissioner Charlie Wallin as a public representative to the ~~Economic Development Commission~~ ***W.A.M.Y. Community Action, Inc., Board of Directors.***

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the May 21, 2019, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the June 4, 2019, agenda.

County Manager Geouque requested an out-of-state travel request for Planning and Inspections, an Economic Development funding request, and Possible Action After Closed Session. Commissioner Yates requested to add Personnel Matters, per G. S. 143-318.11(a)(6) to the scheduled closed session.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the June 4, 2019, agenda as amended.

VOTE: Aye-5
Nay-0

JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2020 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN

Dr. Paul Holden, Chairman of Juvenile Crime Prevention Council (JCPC), presented the JCPC's FY 2020 Certification, County Plan, and membership roster for consideration of approval.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the Juvenile Crime Prevention Council FY 2020 Certification, County Plan, and Membership as presented.

VOTE: Aye-5
Nay-0

PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY

Ms. Stevie John, High Country Council of Governments Ombudsman, Ms. Angie Boitnotte, Project on Aging Director, and Ms. Betsy Richards, Social Worker Supervisor III, presented a proposed proclamation declaring June 15, 2019, as "World Elder Abuse Awareness Day" in Watauga County. Ms. Richards shared information on the elder abuse issue and Ms. Boitnotte read the proclamation.

Commissioner Yates, seconded by Commissioner Wallin, moved to adopt the proclamation as presented.

VOTE: Aye-5
Nay-0

PROPOSED ALLOCATION OF PROJECTED FY 2020 HOME AND COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS

Ms. Angie Boitnotte, Project on Aging Director, requested the acceptance of the projected allocation of \$300,702 in Home and Community Care Block Grant (H&CCBG) funds for FY 2020. The required local match is \$33,411 and is present in the Project on Aging's FY 2020 requested budget. Ms. Boitnotte stated that the H&CCBG Committee recommended the funds be allocated as follows:

H&CCBG Service	H&CCBG Allocation	Local Match
In-Home Aide Level I	\$102,213	\$11,357
In-Home Aide Level II	\$40,316	\$4,480
Congregate Meals	\$53,194	\$5,910
Home Delivered Meals	\$89,181	\$9,909
Transportation	\$15,798	\$1,755
Totals	\$300,702	\$33,411

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to accept the projected allocation in the amount of \$300,702 in Home and Community Care Block Grant funds for FY 2020 and to approve the local match in the amount of \$33,411.

VOTE: Aye-5
Nay-0

FINANCE MATTERS

A. Juvenile Crime Prevention Council (JCPC) Budget Amendment

Ms. Misty Watson, Finance Director, presented a revised Juvenile Crime Prevention Council (JCPC) FY 2018-19 Funding Allocation form. Crossnore was unable to fully expend funds so the Council requested to transfer \$15,300 to the other programs as detailed below:

WYN Youth Resource Center	\$14,000
Mountain Alliance	\$1,300

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the revised funding allocation for the Juvenile Crime Prevention Council as requested.

VOTE: Aye-5
Nay-0

FINANCE MATTERS

B. Budget Amendments

Ms. Misty Watson, Finance Director, reviewed the following budget amendments:

Account #	Description	Debit	Credit
293270-312009	Occupancy Tax Revenues		\$390,000
294140-469900	Watauga County District U TDA	\$386,100	
294140-449900	Administrative Collection Fee	\$3,900	

The amendment recognized additional projected occupancy tax revenues above the original budgeted amount.

103980-398121	Transfer from Capital Projects Fund		\$328,210
105911-470047	Phase I Design	\$328,210	
213991-399101	Fund Balance Appropriation		\$328,210
219800-498010	Transfer to General Fund	\$328,210	

The amendment allocated funds from Capital Improvement Plan (CIP) set aside funds for projects as requested by the Watauga County School System and approved by the Board of Commissioners on May 21, 2019.

103200-326600	ABC Bottle Tax		\$500
105890-469848	Mediation and Restorative Justice	\$500	

The amendment recognized additional projected ABC bottle tax revenues above the original budgeted amount.

104330-469905	Boone Fire District Sales Tax Distribution	\$55,000	
103200-323300	Sales Tax Revenues		\$86,400
104330-469908	Stewart Simmons Sales Tax Distribution	\$30,000	
104330-469919	Creston Sales Tax Distribution	\$400	
104330-469998	Beech Mountain Sales Tax Distribution	\$1,000	

The amendment recognized additional projected sales tax distribution above the original budgeted amount.

243102-312100	Boone Rural Current Year Tax Revenue		\$20,000
243102-312101	Foscoe Current Year Tax Revenue		\$1,400
283102-312105	Stewart Simmons Current Year Tax Revenue		\$12,000
283102-312108	Shawneehaw Current Year Tax Revenue		\$500
283102-312109	Meat Camp Current Year Tax Revenue		\$6,000
283102-312110	Deep Gap Current Year Tax Revenue		\$500
283102-312112	Blowing Rock Current Year Tax Revenue		\$6,000
244340-469905	Boone Rural	\$20,000	
244340-469901	Foscoe	\$1,400	
284340-469905	Stewart Simmons	\$12,000	
284340-469908	Shawneehaw	\$500	
284340-469909	Meat Camp	\$6,000	
284340-469910	Deep Gap	\$500	
284340-469912	Blowing Rock	\$6,000	

The amendment recognized additional projected property tax revenues above the original budgeted amount.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the budget amendments as presented by Ms. Watson.

VOTE: Aye-5
Nay-0

ADOPTION OF THE FISCAL YEAR 2020 BUDGET ORDINANCE

County Manager Geouque presented the Fiscal Year 2020 Budget Ordinance for consideration of adoption. Below is a list of changes that were requested by the Board and which have been incorporated into the proposed budget:

Budget Change Summary		
General Fund		
	Revenues	Expenditures
05/09/2019		(\$10,000) Reduce Southern Appalachian Historical Association funding from \$22,000 to \$12,000
		\$10,000 Increase General Administration Contingency
05/09/2019		
net change		0 Overall Budget Change (\$0)

The Board may approve the proposed budget ordinance as presented, request changes, or schedule an additional work session. North Carolina General Statutes requires the budget be adopted by June 30.

Each Commissioner shared their thoughts on the proposed budget.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to reverse the previous change and increase the Southern Appalachian Historical Association by \$10,000, from \$12,000 to \$22,000, and decrease the General Administration Contingency fund by \$10,000.

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to adopt the FY 2020 Budget Ordinance as amended with Southern Appalachian Historical Association to receive \$22,000, and the General Administration Contingency fund to be decreased by \$10,000 (as approved in the motion above).

Chairman Welch reviewed highlights of the budget prior to the vote being taken.

VOTE: Aye-5
Nay-0

PLANNING AND INSPECTIONS OUT-OF-STATE TRAVEL REQUEST

Mr. Joe Furman, Planning and Inspections Director, requested out-of-State travel to attend the Workforce Opportunity for Rural Communities (WORC) grant workshop in Johnson City, TN, on Thursday, June 6, 2019.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the out-of-State travel request as presented.

VOTE: Aye-5
Nay-0

ECONOMIC DEVELOPMENT COMMISSION FUNDING REQUEST

Mr. Joe Furman, Economic Development Director, stated that the Economic Development Commission had voted several months ago to fund \$50,000 to the Middle Fork Greenway project and, since County money was to be expended, he requested formal approval by the Board of Commissioners.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve allocating \$50,000 of Economic Development funds to the Middle Fork Greenway project as requested by Mr. Furman.

VOTE: Aye-5
Nay-0

SHERIFF'S OFFICE LETTER OF SUPPORT REQUEST

County Manager Geouque shared a letter written by the Sheriff which stated the following:

“ Department of Justice Opioid Site-Based Grant
Watauga County Sheriff's Office- Letter of Support

Dear Department of Justice Opioid Site-Based Grant Administrators,

The Mediation and Restorative Justice Center, with the support of the Watauga County Sheriff's Office, is developing a proposal to be submitted to the U.S. Department of Justice Bureau of Justice Assistance under the Comprehensive Opioid Abuse Site-based Program. The purpose of applying for this funding source is to enhance and continue the critically needed and successful continuation of our social work position in the Watauga County Detention Center and, in addition, establish our long-anticipated Watauga County LEAD program.

Through the funding obtained by this grant, the Mediation and Restorative Justice Center; with logistical in-kind support from the Sheriff's Office, will allow the employment of two (2) full-time professionals- one (1) full time social-worker to

split their time 50/50 between the Watauga County Sheriff's Office Detention Center and LEAD case manager, and a second (2nd) full-time peer support specialist to support our inmate and/or identified participants of the two initiatives.

These two (2) positions will work directly with those affected by opiate and substance use disorder to connect them with appropriate and successful treatment and services; provide rehabilitative services to the Detention (jail) population, and facilitate community collaboration with justice – involved persons. The detention center position will serve pre-trial individuals, and the LEAD program will support eligible would-be offenders through diversion and/or social referrals before they enter the criminal justice system.

I am writing personally and professionally to request that you please support our innovative submission with an DOJ/BOJ application for full funding.

Establishing these positions will build upon our current, and future, community's capacity and momentum to serve vulnerable populations and bridge the gap between the Watauga County Sheriff's Office and treatment for our justice involved population in serious need.

This grant would greatly enhance and provide these critically needed positions for at least 36 months, and has the potential to provide long-term stability to these important programs and delivering genuine and serious hope to our citizens who have found themselves in unfortunate and desperate situation(s).

We are incredibly proud of the restorative justice work that has been accomplished so far in our community over the last year.

Please, if you have any questions, or need further information feel free to contact me. ”

County Manager Geouque stated that Ms. Marisa Cornell with the Blue Ridge Mediation and Restorative Justice has requested a letter of support from the County for the above funding. The County Manager stated that if the funding was received the County could decide if or how much County funding was available and also ask Ms. Cornell to find additional funds for the project. The County Manager stated that there was \$10,000 set aside for the LEAD Program; however, he would let her know that the County could not support fifty percent on both positions.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to direct Chairman Welch and County Manager Geouque to sign a letter of support and evaluate the funding request if the funds were received.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Correction to Solar Lease

County Manager Geouque stated that the Board approved a lease at the May 7, 2019, meeting with Encore Renewable Energy. Encore Renewable Energy has since requested the signatory be updated as their project company, ER Watauga Landfill Solar, LLC. Encore Renewable Energy stated this is typical of these transactions as all project contracts and permits are held in this entity for purposes of development, financing and operations. The County Attorney has reviewed the name change request and stated that it is a common request with such projects.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to change the lease signatory from Encore Renewable Energy to ER Watauga Landfill Solar, LLC.

VOTE: Aye-5
Nay-0

B. Proposed Property & Liability Insurance and Workers Compensation Renewals Request

County Manager Geouque stated that renewal rates for property and liability insurance and workers compensation were as follows: property and liability at a rate of \$186,135, which is a \$468 increase, and workers compensation at a rate of \$237,278, which remained the same. Based on prior years' claims experience staff recommended continuing the property deductible at \$5,000. Adequate funds are in the Manager's recommended budget to cover the insurance premiums.

Commissioner Yates, seconded by Commissioner Turnbow, moved to approve the renewals for property and liability insurance, in the amount of \$186,135, and workers compensation in the amount of \$237,278, from the North Carolina Association of County Commissioners (NCACC).

VOTE: Aye-5
Nay-0

C. July Meeting Schedule

County Manager Geouque stated that historically, only one Board meeting has been held in July due to all the work which has been done on the budget as well as the July 4th holiday. Also, historically, at the beginning of a new fiscal year there is not much business which needs to be conducted. The Manager recommends cancelling the first meeting in July and holding the second meeting as currently scheduled for the third Tuesday which is July 16.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to cancel the July 2, 2019, regular Board meeting.

VOTE: Aye-5
Nay-0

D. Boards and Commissions

County Manager Geouque presented the following for consideration:

W.A.M.Y. Community Action, Inc. Board

Ms. Melissa Soto, Executive Director of W.A.M.Y. Community Action Inc., has recommended Mr. Tom Hughes, Social Services Director, be appointed to fill a vacant Watauga County Public Representative seat available on the W.A.M.Y. Board of Directors.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to waive the second reading and appoint Mr. Tom Hughes as a public representative to the W.A.M.Y. Community Action, Inc., Board of Directors.

VOTE: Aye-5
Nay-0

E. Announcements

County Manager Geouque announced that the 112th North Carolina Association of County Commissioners (NCACC) Annual Conference will be held August 22-24, 2019, in Guilford County.

PUBLIC COMMENT

Mr. George Bartholomew shared concerns regarding the Tourism Development Authority's plans for improvements to Howard's Knob Park.

CLOSED SESSION

At 9:27 A.M., Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Land Acquisition, per G. S. 143-318.11(a)(5)(i), and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Wallin, moved to resume the open meeting at 10:50 A.M.

VOTE: Aye-5
Nay-0

ACTION AFTER CLOSED SESSION

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve an Offer to Purchase on property adjacent to the current Valle Crucis School, informally known as the Valle Landing property, in the amount of \$375,000 with the funds to be allocated from the County's fund balance.

VOTE: Aye-5
Nay-0

ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to adjourn the meeting at 10:53 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 JUNE 18, 2019, AGENDA

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AGENDA ITEM 4:

W.A.M.Y. COMMUNITY ACTION, INC., MATTERS

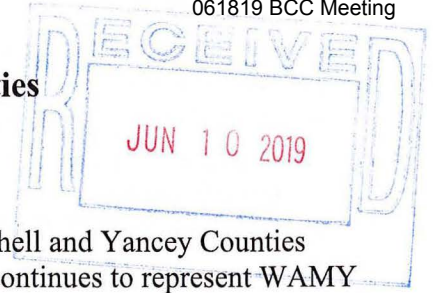
A. Update Report

MANAGER'S COMMENTS:

Ms. Melissa Soto, W.A.M.Y Community Action, Inc. Director, will update the Board on recent activities of their organization. The report is for information only; therefore no action is required.



WAMY COMMUNITY ACTION, INC.
Watauga, Avery, Mitchell and Yancey Counties
REPORTS TO THE COUNTY
March-May 2019



Strategic Plan Goals:

- 1) Build awareness about WAMY programs and services – especially in Mitchell and Yancey Counties
 - a. Starli McDowell, our Development Director for Mitchell/Yancey, continues to represent WAMY at local civic groups and events.
 - b. The agency continues to work on branding and education.

- 2) Continue to grow child care resources in all counties - The most recent Community Needs Assessment indicated that the availability and affordability of child care was the number one need in our four-county region.
 - a. Mountain Adventure Days summer is geared up for Watauga County. WAMY is not able to use grant funding for scholarships so the agency has been working hard to raise funds to allow low-income families to send their children to camp. This is the lowest cost camp in the county and scholarships allow families who cannot afford to pay, the ability to continue working without putting their children at risk.
 - b. WAMY is also working in Avery, Mitchell and Yancey Counties to offer scholarships to low-income families for summer camps.

- 3) Build an endowment and raise funds for emergency expenses for clients.
 - a. This goal is still on hold while we work on raising funds for housing and child care needs in our communities. We did not receive the funding we applied for through Mountain Air or Women's Fund of the Blue Ridge for housing. Our federal housing grants will not allow us to work on homes that have significant repair needs; therefore, we have to walk away from those that are most in need of our services. We have some private donors that are helping with this need, but much more is needed.
 - b. Starli McDowell is working with MY Habitat to create a partnership called MY Home. It is the vision that this coalition will grow to include other agencies, churches and organizations that work with low-income families to provide repairs and other housing needs. Currently, with the help of local organizations and donations, WAMY is providing funding for materials, while Habitat and others are providing volunteer labor.
 - c. The agency is also applying for a Housing Preservation Grant that will enable us to provide some of the needed repairs prior to weatherization.

Public Relations – The addition of a Development Director in Mitchell and Yancey has increased our visibility greatly in Mitchell and Yancey County. Presentations have been made to area Rotary clubs, Kiwanis, churches, etc.

WAMY has completed the Community Needs Assessment and the report summary has been published and released to each county. The top five needs in all four counties were: Childcare, Employment/Education, Housing, Transportation, and Senior Services.

Presentations of the Needs Assessment and the 2017-2018 Annual Report were made to the Avery County and the Yancey County Board of Commissioners. WAMY staff are happy to present these reports to any group upon request.

Fund Development – Goal of increasing unrestricted funding and raising funds to meet client needs beyond federal grant dollars.

- Brunch and Bubbly fundraiser raised over \$8500.
- Grants received from Fund for Mitchell County and Fund for Yancey County – both for gardening in those counties.
- Campaign to raise funds for van for youth programs. Outreach to donors, local funding sources, etc.

Planning & Evaluation – Goal of operating exceptional programs and providing excellent customer service.

- For the upcoming fiscal year, our Board has voted to discontinue Gardening as a stand-alone program, but to include it as a service within some of our other programs.
- Based on our Community Needs Assessment, WAMY will begin to explore Senior Services and what that need really involves. Additional research and exploration will be necessary in this area.

Total Family Development – goal of bringing families above poverty level and getting them self-sufficient. Most of those served are working on continuing their education to increase their employment opportunities. WAMY can provide scholarships and financial assistance for unexpected expenses while enrolled.

- Currently serving 49 families with educational and employment support services.
- 17 families have obtained employment, risen above poverty and maintained that income for more than 90 days.
- Families that left the program were earning \$19,694 more per year than when they began the program. Successful graduates are getting positions as nurses, teachers, social workers, etc.
- Every year that a family stays off of public assistance, they save the state and county over \$19,000.

Housing – goal of making low-income family homes safer, more energy efficient and saving the family money on their heating/cooling costs. Also repairs or replaces heating systems when necessary.

- Since July, we have weatherized 23 homes.
- WAMY repaired or replaced 12 heating systems.
- Repairs were made on 13 homes.
- WAMY is looking for contractors interested in working with the program. Needs include plumbers, electricians, roofers, and general contractors in all four counties.

Youth Development – Community Kids after school program and Mountain Adventure Days summer camp in Watauga County.

- Community Kids After School program just completed. More than 260 kids were served in after school, including 25-30 in the Mountain Alliance program at Avery High School.
- Mountain Adventure Days camp is starting mid-June and has served over 110 kids enrolled. Over 60% are receiving or seeking some form of scholarship.
- Currently urgently seeking funds for transportation for both summer camp and after school. Currently we have 15 students at Avery Middle School that cannot attend after school due to a lack of transportation home. We have two vans that provide transportation, but those are being used at other locations.

Nutrition – provides low-income families with garden vouchers that they can use to buy seeds, plants, fertilizer, etc. to have a home garden.

- 102 families received garden vouchers this year.
- Partnered with DigIn! In Yancey to provide funding for their garden to support fresh food for low-income families.

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AGENDA ITEM 4:

W.A.M.Y. COMMUNITY ACTION, INC., MATTERS

B. Letter of Support Request for A Housing Preservation Grant Application

MANAGER'S COMMENTS:

W.A.M.Y Community Action, Inc. is applying for a Housing Preservation grant to allow for repairs and rehabilitation on very low-income family homes. They have successfully utilized this grant for the last two years and would like to continue to provide this service to low income Watauga County citizens. Currently, they use the Housing Preservation grant to do repair work on homes, such as roofs, plumbing and electrical repairs, or mold removal.

As part of the grant application, W.A.M.Y must demonstrate the support of county officials for this type of work and that this is not a duplication of another program operated by the county. A letter is attached that requires the County Commission Chair signature. The application is due July 8.

Board action is required to support W.A.M.Y's grant application and approved the attached letter.



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

June 18, 2019

DRAFT

To Whom It May Concern:

The Commissioners of Watauga County are very interested in addressing the housing issues faced by our low and very-low income citizens. We realize that there are many households living in substandard housing and unsafe conditions throughout our county. While the need is great; unfortunately, resources are limited.

WAMY Community Action, Inc. has been providing housing and housing-related programs in our county for 55 years. In fact, over the years, their various housing programs have assisted hundreds of Watauga County residents by making their homes more safer and more energy efficient.

To that end, the Commissioners of Watauga County fully support WAMY Community Action, Inc. in their application for Housing Preservation Grant funds from the U.S. Department of Agriculture, Rural Development Division.

Sincerely,

John Welch, Chairman
Watauga County Board of Commissioners

AGENDA ITEM 5:

COOPERATIVE EXTENSION UPDATE

MANAGER'S COMMENTS:

Mr. Richard Boylan, Cooperative Extension, will update the Board on:

- Recent developments in local hemp production and regulations
- Recent educational outreach to farmers via the NCA&T AgriShop, the Big Dreams, Small Farms Workshop, and similar Extension classes
- Progress by Watauga growers on their AgOptions grant projects
- An Innovative IPM Grant proposal secured by Extension for growers in Watauga, Ashe, and Avery Counties

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



Cooperative Extension Update
 Small Farms Outreach
 Prepared for the Watauga County Commissioners
 6/18/19

- **Recent developments in local hemp production and regulations:**
 - The NC Legislature recently reviewed its state Hemp Program, with changes possible for the 2020 season. For the 2019 season, licensed growers will be able to produce, transport, and sell their harvests without further restrictions. Cooperative Extension continues to support growers with production and marketing information

- **Recent educational outreach to farmers via the NCA&T AgriShop / Academy (2/27-2/28 2019), the Big Dreams, Small Farms Workshop (5/28/19), and similar Extension classes.**
 - Well over one hundred individuals have participated in recent field days and workshop classes.

- **Progress by Watauga growers on their AgOptions grant projects**
 - Watauga County received a total of five AgOptions grants in 2019, bringing a total of \$24,000 to farms in the County. Grant projects this year include:
 - Full Moon Farm, for a Paperpot Transplanter for Increased Production, Mountainwise Farm LLC to help construct a Wash, Pack and Storage Facility, Heartwood Farms Ltd for a commercial Rabbitry and composting system, Trebuchet Hill Farm for Cucumber Beetle Suppression via Row Covers and Introduced Pollinators, and 3M Livestock for assistance in Diversifying Farm Operations



- **An Innovative IPM Grant proposal secured by Extension for growers in Watauga, Ashe, and Avery Counties**
 - Cooperative Extension secured a \$15,000 Innovative Programs grant from NCA&T State University to support on-farm demonstrations and trials of organic insecticides, disease-controls, and beneficial insects for small farms in Avery, Ashe, and Watauga Counties. Fourteen Watauga County farms are among twenty-seven participating operations.

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AGENDA ITEM 6:

ROCKY KNOB PARK'S RECREATION TRAILS PROGRAM GRANT APPLICATION REQUEST

MANAGER'S COMMENTS:

Mr. Kristian Jackson, Rocky Knob Trail Boss, will request permission from the Board to proceed with an application for the Recreational Trails Program Grant. The TDA has agreed to provide the 25% match of the \$100,000 request, if funded. The RTP grant will require an opportunity for public comment. Included in the packet are the basic project descriptions.

It is unclear if Mr. Jackson will be requesting a public hearing or if this appearance will satisfy the requirement of the grant. Board approval is required to authorize submittal of the grant with the matching funds to be provided by the TDA.

Recreational Trail Program Grant Application Narrative for Rocky Knob 2020 Renovation Project

Rocky Knob Park is a multi-use trail system located 3 miles from downtown Boone in Watauga County. The Park is a National Recreational Trail System with a primary user group of mountain bikers. Prior to the Park's creation in 2010, no legal mountain bike trails existed in the county. The Park's 10 miles of trail and skills areas were part of a comprehensive Outdoor Recreation Master Plan for Watauga County and were designed and built through a partnership between Watauga County, Watauga County Tourism Development Authority, and the Boone Area Cyclists (BAC). This partnership continues to grow as the BAC has led over 7000 hours of volunteer work including trail construction and maintenance as well as fundraising and promotion. The Park has become a known destination for traveling as well as local mountain bikers and has earned national media recognition. Usage at the park has increased at a rate of about 10% annually since the completion of the initial planned trails. According to an Appalachian State University economic impact study (2013) the park contributes about \$2.6 million to the Boone area annually.

Rocky Knob Park is a unique park in North Carolina in that it is the first facility to bring authentic bike-park experiences to a public setting. Bike park experiences are important because they provide a variety of outcomes such as playfulness, exhilaration, creativity, challenge, and progression that modern riders are seeking. These experiences are typically reserved for private, for-profit trail systems and are not currently available on public lands in North Carolina. Rocky Knob Park has excelled in bringing bike-park experiences to advanced level riders. But because of the demands of the terrain and the progression of trail development, a critical gap exists for beginner mountain bikes in that most trails are overly challenging. This project seeks to make the park more inclusive by creating more beginner rate trails to serve as gateways for progression and as a result, creating North Carolina's premier public mountain bike park.

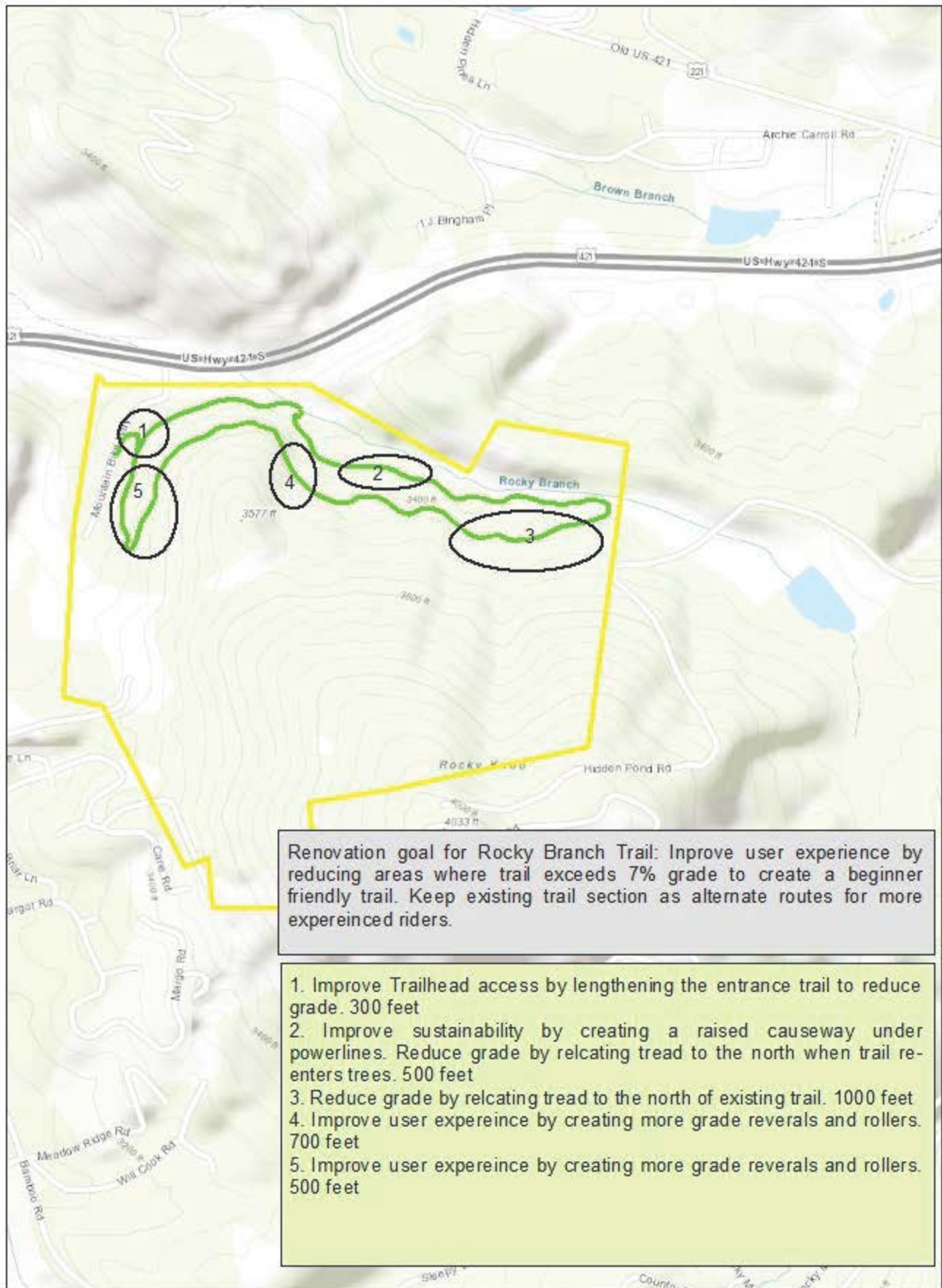
We have assembled a team of professional trail designers and builders and expert volunteer leaders who have thoroughly assessed the trail system to determine how to make the park more inclusive. As a result, we have identified key needs in the existing trails and initiated planning and design work, and trained crew leaders to complete this project.

Our request to the Recreational Trails Program is to: 1) add two new trails totaling about 2 miles of easier-rated trail; 2) renovate Rocky Branch trail to become an easier-rated gateway trail, 3) renovate the most popular trail at the park to increase its sustainability and user experience, and; 4) rebuild and pave the existing pump track to create a maintenance free, multi user friendly facility.

Rocky Knob Park 2020 Renovation Project Overview

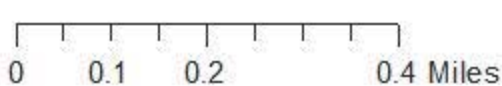
Project	Description	Quote
Rocky Branch Renovation	Rework key sections of trail that are above 5% grade and/or contain technical challenges to bring trail into an “easier” difficulty rating. (approximately 3000 linear feet).	\$18000
PBJ Rebuild	Rebuild the PBJ jump trail to create larger, more predictable features. (*Add small shelter for tool storage and rain water collection system to improve maintenance on the trail)	\$26,000*
New Trail 1 – “Pumps, Berms, and Rollers Trail” Build	Build a 1.2 mile beginner/intermediate flow trail that will serve as an introduction to the PBJ trail (* professional design work donated in-kind)	\$35000*
New Trail 2 – “Flow Theory Trail” Build	Build a 1.2 mile intermediate flow trail from the summit of the park that will provide an easier top-to-bottom downhill experience that will appeal to more riders. (* professional design work donated in-kind)	\$35000
Contingency		\$11000
Total Expenditures		\$125000
Matching and other	<p>RTP Funding: \$100,000</p> <p>Match request to TDA: \$25,000</p> <p>Sign match \$????</p> <p>Design In-Kind donation ???</p> <p>Anticipated Project Volunteer work (17+) -- 750 hours @ \$24.69/hr --- \$18,517.5</p> <p>Anticipate Project Volunteer work (under 16) – 250 hours @ \$7.25/hr -- \$1812.5</p> <p>Skilled labor donation – Cole’s Lawn Care</p> <p>Fundraising goal: \$25,000 (for machine for continued maintenance)</p> <p><i>Additional Grant Applications</i></p> <p>Clif Bar -- \$5000 (for general RKP funds)</p> <p>ECRS -- \$10000 (for pump track)</p> <p>BREMCO -- \$5000 (for small tracked wheelbarrow)</p>	



Rocky Branch Trail Renovation



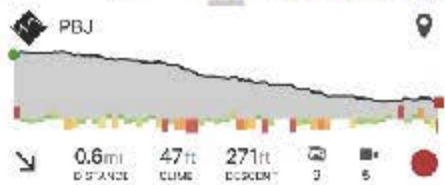
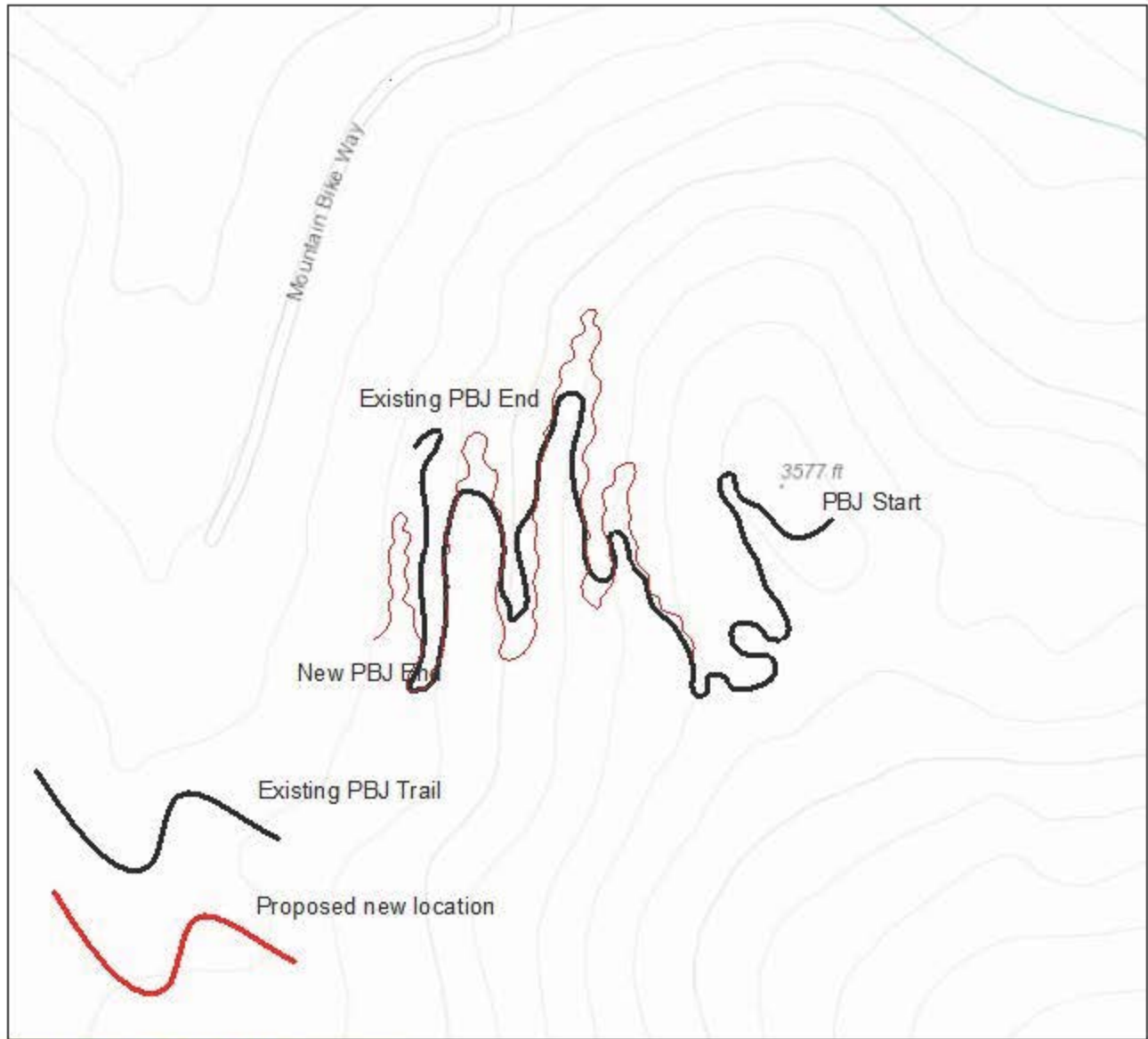
Renovation goal for Rocky Branch Trail: Improve user experience by reducing areas where trail exceeds 7% grade to create a beginner friendly trail. Keep existing trail section as alternate routes for more experienced riders.

- 1. Improve Trailhead access by lengthening the entrance trail to reduce grade. 300 feet
- 2. Improve sustainability by creating a raised causeway under powerlines. Reduce grade by relocating tread to the north when trail re-enters trees. 500 feet
- 3. Reduce grade by relocating tread to the north of existing trail. 1000 feet
- 4. Improve user experience by creating more grade reversals and rollers. 700 feet
- 5. Improve user experience by creating more grade reversals and rollers. 500 feet



 Rocky Branch Trail
 Rocky Knob Park Boundary

PBJ Trail Renovation



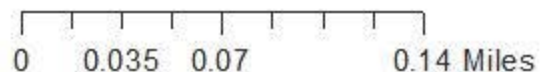
PBJ Elevation Profile and Location

PBJ Trail

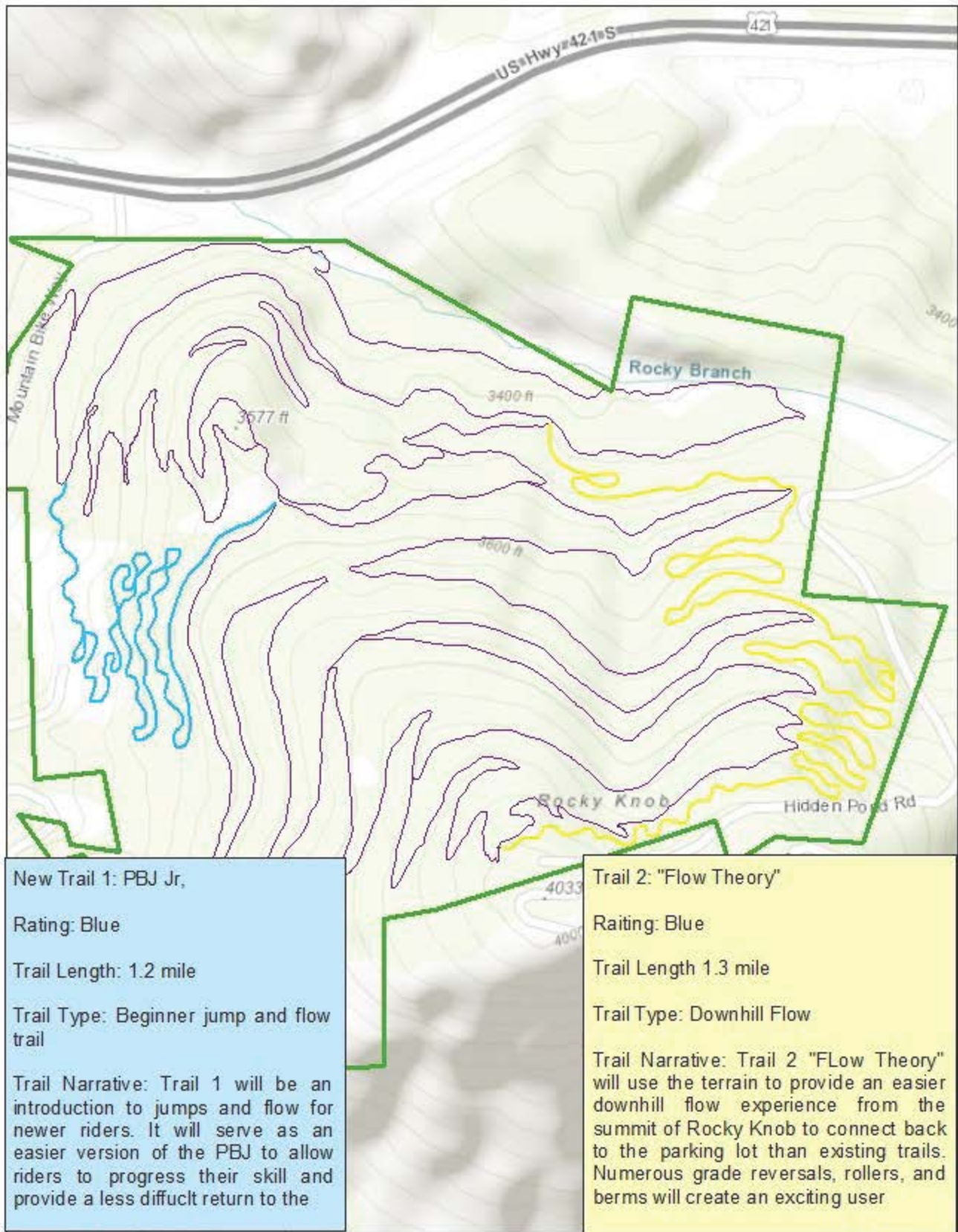
Trail Rating: Black Jump Line

Description: PBJ is an advanced jump trail built to be rideable by most mountain bikers. All jumps and features are rollable (no gaps or mandatory drops).

The PBJ trail was built in 2013. It contains many sections that exceed 10% grade (see elevation profile lower left (yellow and red markers below profile indicate steep sections). As a result, the trail is aggressively steep with jumps that are disproportionately small to the grade. The proposed renovation (noted in red on map above) will correct this issue and improve safety and the overall user experience by adding length and creating larger jumps and features with more variety.



Rocky Knob Park -- Proposed Trail Additions



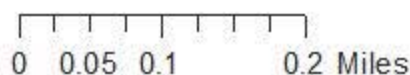
New Trail 1




Existing Trails



New Trail 2



 Rocky Knob Park Boundary

NORTH CAROLINA'S RECREATIONAL TRAILS PROGRAM GRANT APPLICATION:

GENERAL INFORMATION & GUIDELINES



Division of Parks and Recreation
North Carolina Trails Program

**Disclaimer: RTP Grant Information produced by the NC Trails Program is guidance. This document can be updated/changed at any time pending review/ comment from the Federal Highway Administration.*

QUICK FACTS ABOUT NORTH CAROLINA’S RECREATIONAL TRAILS PROGRAM

Pre-App -- APPLICATION DEADLINE: March 15, 2019

Final App -- APPLICATION DEADLINE: August 2, 2019

Source of Funds: 'Moving Ahead for Progress in the 21st Century Act' (MAP-21)
'Fixing America’s Surface Transportation Act' (FAST)

Acronym: RTP - Recreational Trail Program

RTP Funding Allocation for North Carolina: 2019-2020 – Approximately \$1.49 Million

Permissible Uses:

- New Trail/Greenway Construction
- Trail/Greenway Renovation
- Approved Trail/Greenway Facilities & Trail Head/Trail Markers
- Purchase of Tools to Construct &/or Renovate Trail/ Greenway
- Land Acquisition for Trail Purposes
- Planning, Legal, Environmental, and Permitting Costs - up to 10% of grant amount
- Combination of the Above

Grants Available to: Governmental Agencies & Non-profit Organizations

Minimum Grant Amount: \$10,000

Maximum Grant Amount: \$100,000

Match Requirement: 25% Match of RTP Funds Received

CONSULTATION AND TECHNICAL ASSISTANCE

Your NC Trails Program staff is ready to assist you in the development and/or review of your RTP Application. Please contact our [Trails Program Staff](#) for assistance.

GENERAL GUIDELINES

The Division of Parks & Recreation ([DPR](#)), the [North Carolina Trails Program](#), and the North Carolina Trails Committee ([NCTC](#)) value trail projects that are legal, safe, managed and provide connectivity, reasonable public access and parking. The North Carolina Trails Program Staff are ready, willing, and available to assist in all phases of the application process of projects that are *construction ready* for grant funding. These sustainable, "shovel-ready" projects leverage local funds to meet recreational trail and trail-needs, in an effort to provide low infrastructure economic development opportunities through natural resource tourism. The NC Trails Program Staff are also available to assist applicants with conceptual projects, in order to meet the technical requirements of an RTP Grant before applying.

The application, a 2-stage process: Form A & Form B, evaluates projects for RTP Grant funding. Any qualifying agency may submit one application per project, prior to the application deadline. The first stage - Form A, is made available to applicants for submission and review by the NC Trails Program Staff and the NCTC before the second stage - Form B, is made available. Form A requests general information and scope of the project. Form B is later made available by invitation to selected applicants for submission and review by the NC Trails Program Staff and the NCTC, in conjunction with Form A. Form B requires more technical and in depth verification of the projects status. Before a project is considered for an RTP Grant, both Forms A and B must be submitted for review. This document is designed to assist applicants through the Federal and State RTP Grant requirements.

It is strongly recommended that applicants carefully review the information provided in this Guide Booklet before and during completion of the application form and gathering of supplemental materials. The specific information provided on the application will be used to generate a State Grant Contract, if the project is awarded – to which the applicant is contractually bound. If there are specific questions regarding RTP legislation that are not answered in this packet; please reference [Federal Highway Administration – Recreational Trails Program](#).

Completed Applications are due no later than **11:59 pm on the Application Deadline date as stated on page 2**. Applications received after the due date will not be considered for funding. Applications missing **ANY** required documents, documents in a non-working state, or incomplete documents will not be considered during NCTC review.

We look forward to working with you on your project! - [North Carolina Trails Program Staff](#)

FEDERAL ENABLING LEGISLATION - RECREATIONAL TRAILS PROGRAM

The RTP is a federal grant program authorized by Congress in 2010 as the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Fixing America's Surface Transportation Act (FAST). This authorization provided funding for the RTP through the 2020 fiscal year.

The intent of the RTP is to help fund trails and trail-related recreational needs at the State level. Funding for the RTP comes from federal gas taxes paid on non-highway fuel used in off-highway vehicles. The program is administered at the Federal level by the Federal Highway Administration (FHWA). At the State level, the Secretary of Department of Natural & Cultural Resources (DNCR) has assigned that responsibility to the NC Trails Program. The NCTC is a seven-member advisory committee who reviews all applications and makes recommendations for funding to the Secretary of DNCR. The Secretary of DNCR has the final approval authority for North Carolina.

FEDERAL HIGHWAY ADMINISTRATION/RECREATIONAL TRAILS PROGRAM WEBSITE AND PROGRAM INFORMATION

For more information about RTP, please visit [FHWA](#). This site includes information about enabling legislation, program guidelines, and funding authorization.

FEDERAL DEFINITION OF A TRAIL

Section 206 of the RTP Legislation provides the following definitions for Motorized Recreation and Recreational Trail:

MOTORIZED RECREATION -- The term "motorized recreation" means off-road recreation using any motor-powered vehicle, except for a motorized wheelchair.

RECREATIONAL TRAIL -- The term "recreational trail" means a thoroughfare or track across land, water, or snow, used for recreational purposes such as:

- Pedestrian activities, including wheelchair use
- Skating or skateboarding
- Equestrian activities, including carriage driving
- Non-motorized snow trail activities, including skiing
- Bicycling or use of other human powered vehicles
- Aquatic or water activities
- Motorized vehicular activities, including all-terrain vehicle riding, motorcycling, snowmobiling, use of off-road light trucks, or use of other off-road motorized vehicles

FUNDING & BUDGETING GUIDELINES

The RTP Grant Program is a reimbursement and matching grant program. A grantee must first pay for approved deliverables and then will be reimbursed by the State for approved costs. The RTP's matching requirement is a 25% minimum for every RTP dollar received by a grantee. The match may be made in cash, in-kind contributions, or force labor, as explained further in this Guideline Booklet. All listed matches, in the application, will be noted in the State Grant Contract and a grantee will be expected to account for all listed matches in the application. All match funding must be expended during the contract period of an awarded RTP grant. **Grant recipients must be able to initially finance the project while periodically requesting reimbursement.**

PROJECT DESCRIPTION REQUIREMENTS

The project description section requires a project description that will determine the overall sustainability of the trail project as compared to peer applications. The NC Trails Program, DPR, & the NCTC feel that the definitions listed below best define each level of sustainability required for a quality trail project.

Sustainability is defined as: a project that is economically feasible, environmentally appropriate, structurally sound, with demonstrated, quantifiable social and fiscal support from the sponsoring community, which ultimately provides the greatest return on the investment of public funds.

It is highly recommended that you read these definitions carefully to ensure you are covering each level in your project description.

Note: Include applicable documents with application submission.

Definitions for Components of Sustainability:

- Physically Possible: Any potential use must be physically possible given the size, shape, topography, and other characteristics of the site.
 - Is the project just in a concept phase? Are the plans developed and approved?
 - Is the project ready to build? If the project is funded; how soon will the project be completed or can construction start? (*Note: Projects must be completed within 3 years of receiving a contract.*)
 - Are all the necessary permits obtained?
- Legally Permissible: Only those uses that are, or may be legally allowed and fall within environmental regulation will be considered for trail projects.
 - What is the public usage and rights of the land status?
 - Is the project ADA compliant, where required?

- *Economically Feasible:* The trail project must have adequate funding sources to justify the costs of construction and long-term maintenance.
 - What kinds of commitment: financial, letters of support, or other types?
 - What sources of additional funding, other than the Grant and Match?
 - Can the initial costs of construction be funded in order to be reimbursed?

- *Maximally Productive:* The trail project must indicate all potential opportunities have been leveraged, not a duplicate of other efforts of the same scale and location, and shows a defined public need for the use of public funds.
 - What is the public need for the project?
 - Does the project complete a critical gap in an existing trail system?
 - Does the project provide a linkage to a larger existing trail system?
 - Does the project connect neighborhoods to schools, parks, or business districts?
 - How has the public been informed about the trail project?

PERMITTED USES OF RTP GRANT FUNDS

- Construction of new trails on state, county, municipal, or conveyed easements across private lands, where a recreational need for such construction is shown
- Construction of new trails crossing federal lands, where such construction is approved by the administering agency charged with management of all impacted lands
- Development of urban trail linkages
- Maintenance of existing recreational trails
- Restoration of areas damaged by usage of recreational trails and back country terrain.
- Development of trail-side and trail-head facilities with preference for trail-head and trail information signs and parking areas; and consideration given to restrooms, drinking fountains, and other trail side facilities
- Development of a canoe/kayak access facilities and camping platforms
- Provision of features which facilitate the access and use of trails by persons with disabilities
- Acquisition of easements for trails
- Acquisition of fee-simple title to property from a willing seller for trail use, when the objective of the acquisition cannot be accomplished by acquisition of an easement or by other means

Note: *RTP guidance prohibits condemnation of any kind of interest in property and you must follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 49 CFR Part 24*

- Planning, design, engineering, permitting, and environmental compliance study costs of not to exceed 10% of any RTP grant award
- Acquisition of trail construction and maintenance tools and/or equipment
- Rental of trail construction and maintenance tools and equipment

NON-PERMITTED USES OF RTP GRANT FUNDS

- Trail brochures and maps
- Condemnation of any kind of interest in property
- Construction of any recreational trail on National Forest System lands for motorized uses, unless such lands (other than wilderness areas) are otherwise consistent with the management direction in such approved land and resource management plan and are permitted
- Upgrading, expanding or otherwise facilitating motorized use or access to trails predominantly used by non-motorized trail users, and on which, as of May 1, 1991, motorized use is either prohibited or has not occurred
- Feasibility Studies
- Law Enforcement
- Railroads
- Roads
- Sidewalks
- Wilderness areas
- Construction of any recreational trail on Bureau of Land Management land for any motorized use unless the land has been designated for uses other than wilderness by an approved BLM resource management plan or has been released to uses other than wilderness by an Act of Congress; and the construction is otherwise consistent with the management direction in the approved management plan.

FEDERAL RTP ALLOCATION REQUIREMENTS

- 30% Reserved for Motorized Trails -
Not less than 30% of the State's allocation must be reserved for uses relating to motorized recreation. This includes motorized single use projects and motorized diverse use projects.
- 30% Reserved for Non-Motorized Trails -
Not less than 30% of the State's allocation will be reserved for uses relating to non-motorized recreation. This includes non-motorized projects for a single use and non-motorized diverse use projects.
- 40% Diverse Use Projects -
40% of the State's allocation is discretionary funding, but preference will be given to projects with the greatest number of compatible recreational purposes or that provide for innovative recreational trail corridor sharing to accommodate motorized and non-motorized recreational trail use.

FEDERAL MATCH REQUIREMENTS

The Federal RTP is a reimbursement grant program requiring match. For every RTP dollar received, the grantee must provide the required 25% match. This 25% match must come from a non-FHWA source in the form of cash, force labor services, in-kind services, donated materials, or the value of acquired or donated land for this specific trail project.

APPROVED IN-KIND ACCOUNT LABOR MATCH ALLOWANCES

RTP applicants are allowed to use *In-Kind* and *Force Account Labor* services as all or some portion of their required 25% match. The services provided must be performed to assist with or support the project that will be accomplished with approved RTP grant funds. Each listed *In-Kind* and/or *Force Labor* match must reference a specific deliverable. Proof of donation/gift must be provided and value of the donation documented on official letterhead with the date of donation.

Allowable services are:

General Volunteer Labor:

- 17 years and up – labor valued at \$24.69 per hour as noted by the Independentsector.org in North Carolina. (as of Feb 2019)
- 16 years and under – labor valued at \$7.25 per hour, North Carolina's Minimum Wage

Skilled Volunteer Labor and/or Services:

- Valued at the fair market rate, equal to what the individual is normally paid for such service; documentation of labor and value of labor is required.

Donated Equipment and Operator:

- Equipment and labor valued at the fair market rate, equal to what the individual is normally paid for such service, documentation of gift and value required.

Donated Materials:

- Valued at the fair market value of any materials from the person or persons donating the materials, documentation of gift and value required.

Project Planning and Environmental Compliance Costs:

- The donation of professional or accredited planning and environmental compliance services will be valued at the fair market value, documentation of gift and value required. These services are limited to costs incurred less than 18 months prior to or after the RTP grant contract document is fully executed. This service must apply specifically to guidance or support of the project that will be accomplished with approved RTP funds.

Land Donated for this Trail Project:

- Land donated to a governmental agency or a non-profit organization for public trail – valued at the appraised value of the donation. The donation of land must have taken place less than 18 months prior to or after the RTP grant contract document is fully executed.

Note: *The donation of land or interest in land must be for a minimum of 10 years with no cancelation clauses.*

APPROVED FORCE ACCOUNT LABOR MATCH ALLOWANCES

Allowable services are:

Agency or Organization's Paid Labor:

- Valued at the current hourly rate of pay for employee labor per hours worked for the associated deliverable.

Agency or Organization Owned or Leased Equipment:

- Valued according to the federally approved Federal Emergency Management Agencies (FEMA) equipment rates
– Information provided on the following [website](#).

Value of Land Acquired by an Agency or Organization:

- Valued at the price paid by the agency or organization for the land. This acquisition of land must have taken place less than 18 months prior to or after the RTP grant contract document is fully executed.

Note: *The acquisition of land or interest in land must be for a minimum of 10 years with no cancellation clauses.*

GUIDANCE FOR DELIVERABLES (Final Application/Form B Only)

Applicants will be required to submit a Deliverable Form to describe the budget for the project listed in *the Final Application*. The deliverables will define what is to be accomplished. Care must be taken in defining deliverables as they will be included in the contract and serve as the basis for reimbursement.

NOTE: Deliverables should be phased or scaled so that some deliverables are completed and submitted for reimbursement **within 6 months** of the contract start date. This timeline is why it is paramount that the project is planned and budgeted properly.

Please refer to the sample Deliverable Form (Figure 1 and Figure 2) on the following pages for examples of how to create your deliverables.

Each deliverable should list one of the following Item Types:

Item Type:

New Trail – Unpaved (boardwalk, natural surface trail, gravel, compacted screenings)

New Trail – Paved (greenway, multi-use paths)

New Trail – Paddle Trail (blueways)

Materials (ex. Lumber, decking, hardware, stone, etc.)

Equipment (ex. Chainsaw, bush hog, motorized trail equipment)

Tools (ex. Pulaski, pry bars, hand tools, hammer drill, etc.)

Design/Planning*

Engineering*

Permitting*

*Total reimbursable amounts cannot exceed 10% of requested RTP funds. Any amount over 10% can be used for match.

Trail Renovation

Existing Trail Routine Maintenance

New Trail Facility

Trail Facility Renovation

New Trail Parking Lot

Trail Parking Lot Renovation

Trail Information – Website

Trail Information – Signs/Markers (Small informational kiosks, signage, blazes)

Fees for Land Acquisition for Trail Purposes (appraisals, closing costs, etc.)

Land Acquisition for Trail Purposes (actual value of land, donated or purchased)

Description: Applicant describes details relating to the Item Type.

Accomplished by: select how the deliverable will be completed

Unit(s): select appropriate unit quantity for item type

Of Measure: select appropriate measurement for your item type

Rate: enter appropriate dollar amount per unit

Total is calculated automatically and put into the Match Column.

Applicant then selects the amount of funds they are requesting be paid with RTP Funds.

Match value will change accordingly.

Match:

- ALL Match items (*In-Kind & Force Account*) must reference a specific *Deliverable #*.
- It is recommended to only list match contributions totaling 25% of the requested grant amount in the Deliverables – Match section.
- Match in excess of the 25% required contribution can also be listed in the Match section, however, documentation of proof of all match must be provided at the time of request for reimbursement. **Excess match, if listed, will be required to fulfill the terms of the grant contract.** Contact your Regional Trails Specialist if you have questions about how to structure your deliverables & match.

ENVIRONMENTAL REVIEW

A requirement of MAP-21 and FHWA is compliance with the National Environmental Policy Act, the Historic Preservation Act (Section 106), the Endangered Species Act, and other Federal, State, and Local Environmental Laws, regulations, and Executive Orders. Projects awarded funding are required to comply with applicable Local, State, and Federal regulations. **Completion of the Environmental Review section is required for the final application. For a final application to be reviewed by the NC Trails Program Staff and the NCTC, comments must be received from all applicable agencies.** This section enables applicants to coordinate with agencies regarding the applicable permits for the project.

Any project found not in compliance with environmental regulations will be disqualified from the grant cycle.

All applicants are asked to provide documentation from the corresponding regulatory agency for the project's impact on the environment with the final application of the grant application process. All documentation must be submitted on official letterhead or email correspondence from the agency. Please follow the instructions as detailed below in submitting your correspondence.

“Yes” responses to questions on the Pre-application (Form A): Environmental Review section will require documentation from the corresponding regulatory agency with the Final Application.

“No” responses to questions in the Pre-application (Form A): Environmental Review section of the application will require documentation stating: the regulatory agency and the point of contact at the regulatory agency has determined there will be “No” environmental impact from the project, with submission of Final Application

If your agency is invited to submit a final application (Form B), do not procrastinate in submitting your project information to regulatory agencies. Some have a 4-6 week turn around and may not be able to review your project if you do not submit it in a timely manner.

Environmental Review Guide

Every applicant recommended for RTP funding must fill out an Environmental Review Checklist (ERC). The checklist is part of the National Environmental Policy Act (NEPA) process and is required by federal law for projects utilizing federal funds. This requires the applicant to contact all the agencies listed below to obtain the necessary permits or authorizations. Applicants must have obtained any required permits, determinations, and authorizations from all the agencies identified within the ERC prior to any construction activities taking place. The checklist will also need to be completed before the North Carolina Trails Program can generate a contract for the applicants grant award.

Projects occurring on federally administered lands or with federal funds must comply with the NEPA requirements imposed by that federal agency.

What to include in your submissions to environmental regulatory agencies:
Additional or alternate information may be required by an agency depending on the impacts they are evaluating. Please consider any potential environmental impacts and contact the relevant agency prior to submission.

- **Cover letter:** includes a brief description of the project, contact information and request to provide comments.
- **A complete project description:** You can submit a printed copy of your application that should contain all the project details required. This will serve as the main source of information to the regulatory agencies in their review. Please be as detailed as possible in the description of your project including the length and width of the proposed trail footprint. This should contain purpose of the project, construction methods, all permanent and/or temporary impacts and their locations. Specifically note impacts to natural resources such as water resources or vegetation.
- **Clear and concise maps.** Please include the following from your application:
 - Overview map.** This is a general location reference map. Please include applicable cities and towns surrounding the project area, NCDOT roads, rivers and streams.
 - Project specific AND topographic map.** These are more detailed maps of your project area. Please note all project disturbances on this map.
 - Floodplain map.** If your project is located in or near a floodplain please make sure to note it using the mapping service below. You can also include floodplain layers on your project specific map. Floodplain Mapping Services are offered here: <http://www.ncfloodmaps.com/>

- **Construction Drawings:** drawings of structures pertaining to impacts to natural resources such as bridges or boardwalks.

Agency Contacts

- Due to frequent employee turnover, we ask that you contact the agency directly with the numbers/links listed below to determine the optimal person for project submission and review.

Cultural Resources:

- All projects should consider potential impacts to cultural resources including historical and archaeological. Please visit the [State Historic Preservation Office](#) webpage for a GIS mapping service that provides locations of potential impacts.
- If impacts are listed, please consider alternative or avoidance plans to comply with the listed structures or sites.
- All project must be submitted to the State Historic Preservation Office for review even if the GIS mapper doesn't present listed impacts.
- Applicants must allow 30 days for review once project is submitted.

Projects can be submitted to the State Historic Preservation Office for review here:
http://www.hpo.ncdcr.gov/er/er_email_submittal.html

Threatened and Endangered Species:

- Determine if projects will impact federally threatened and endangered species by contacting your regional U.S. Fish and Wildlife Service Office. There are two regional offices serving North Carolina, please visit their [website](#) to determine which office serves your county. ***Please allow at least 30 days for review.***

U.S. Fish and Wildlife Asheville Regional Office:

**160 Zillicoa St.
 Asheville, NC 28801
 (828) 258-3939**

U.S. Fish and Wildlife Raleigh Regional Office:

**P.O. Box 33726
 Raleigh, NC 27636-3726
 (919) 856-4520**

Wetland and Jurisdictional Waters of the United States:

- The United States Army Corps of Engineers (USACE) determines the permitting requirements for impacts to wetlands and jurisdictional waters of the United States.
- Please contact your county USACE permitting specialist. County contacts can be found here:
<http://www.saw.usace.army.mil/Missions/RegulatoryPermitProgram/Contact/CountyLocator.aspx>
- All projects must be submitted to the appropriate USACE representative for review. **USACE review times can extend upwards of 45 days.**

Department of Environmental Quality Review:

- The North Carolina Department of Environmental Quality (DEQ) provides a clearinghouse review for several divisions including:
 - Division of Air Quality
 - Division of Coastal Management
 - Division of Waste Management
 - Underground Storage Tanks Section
 - Solid Waste Section
 - Superfund Section
 - Division of Energy, Mineral and Land Resources
 - Erosion and Sediment Control Section
 - Stormwater Section
 - Dam Safety Section
 - Division of Water Resources
 - Water Quality Permitting Section
 - Public Water Supply Section
 - Wildlife Resources Commission
 - Division of Marine Fisheries

*Please Note: There may be additional sections that will provide comments not listed above.

You do not need to contact the DEQ offices individually for the requirements of this environmental review - one project review may be submitted to Lyn Hardison in the Washington Regional Office to be distributed to all DEQ Divisions. Please allow at least 60 days for review.

**Lyn Hardison
 DEQ Environmental Assistance and Customer Service
 Washington Regional Office
 943 Washington Square Mall
 Washington, NC 27889
Lyn.Hardison@ncdenr.gov (252) 948-3842**

When all necessary permits, authorizations, and/or additional environmental review documentation are obtained, please make copies and submit all documents electronically to the Grant Management System. Refer to the [GMS Quick Start Guide](#) for further guidance on proper bundling and uploading of attachments.

If your grant is awarded, you will be required to submit documentation of all environmental permits prior to construction activities. Please contact your regional trail specialist for details and guidance.

Environmental Review Checklist

Please attach this page to your final application along with agency comments, even if comments state that no permit is required.

Name of Project: _____

The following programs have reviewed the proposed RTP Project:

_____ North Carolina State Historic Preservation Office

_____ U.S. Fish and Wildlife Service

_____ U.S. Army Corps of Engineers

_____ North Carolina Department of Environmental Quality (Clearinghouse)

GUIDANCE FOR REQUIRED DOCUMENTS & MAPS

Maps and documents are a vital part of the application process. These are used to evaluate the project and are utilized during the environmental review process. All documents & maps should be sized to an 8½" × 11" page, in .pdf format. Checked boxes indicate an understanding of what attachments are required for the application and inclusion with the application submission.

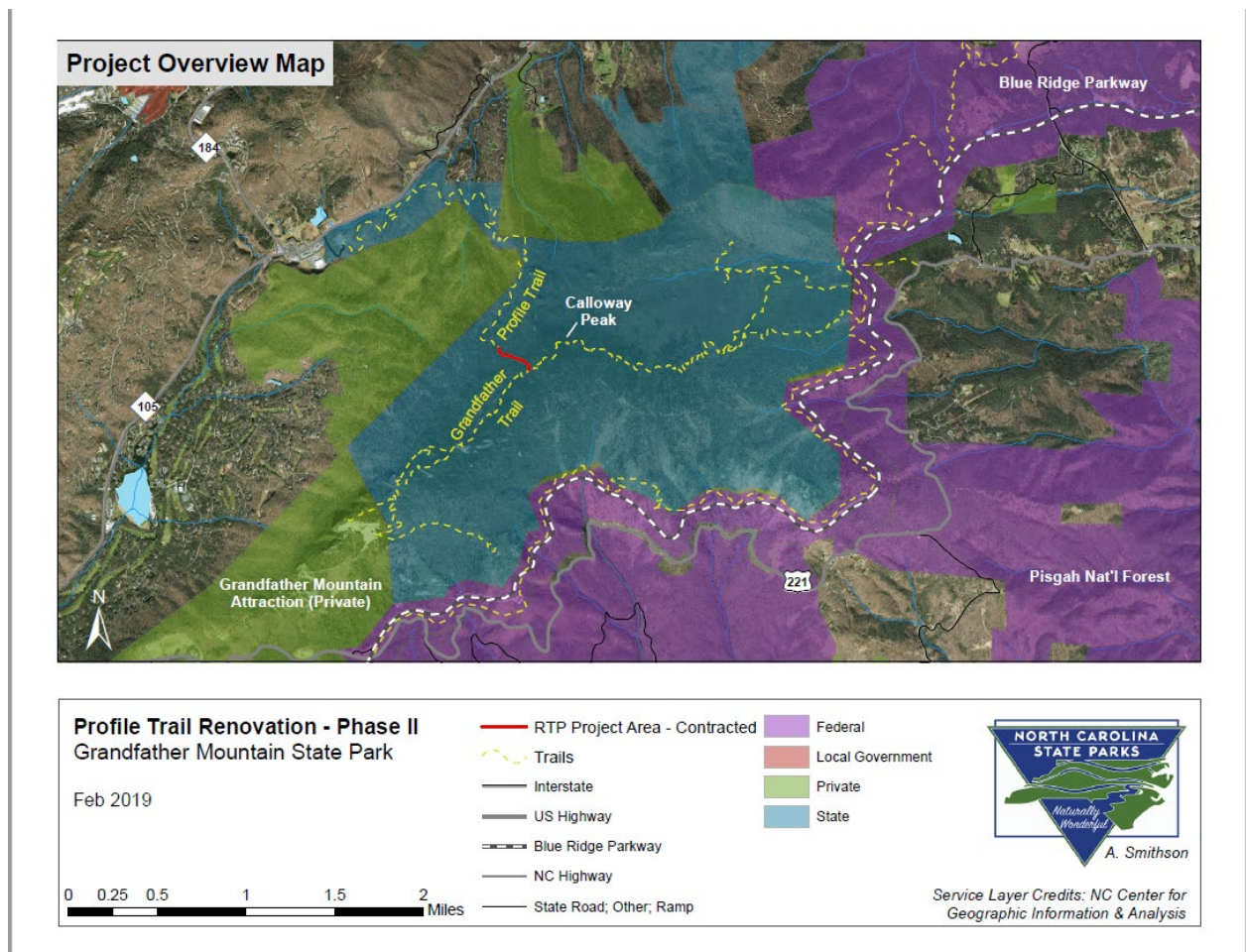
All projects are required to have corresponding maps and documents that reflect the scope of the trail project. For large plans, include counties adjacent to the project area with existing and planned segments clearly identified on the map. All documents should be on official letterhead. We want to understand how the project fits into the greater trail or greenway plan.

Maps Packet

(all maps should be scanned and uploaded as one packet)

Overview Maps:

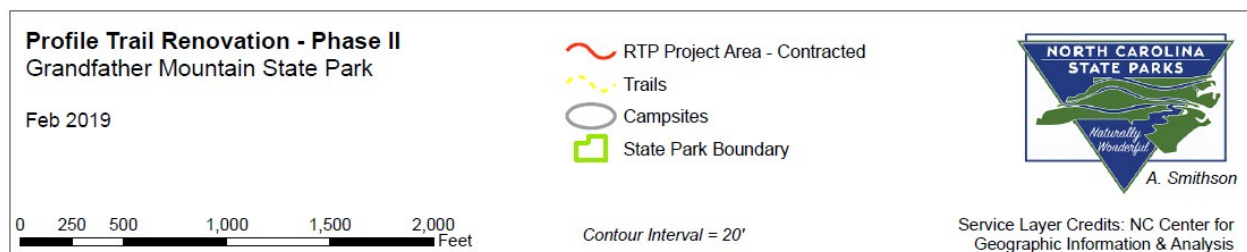
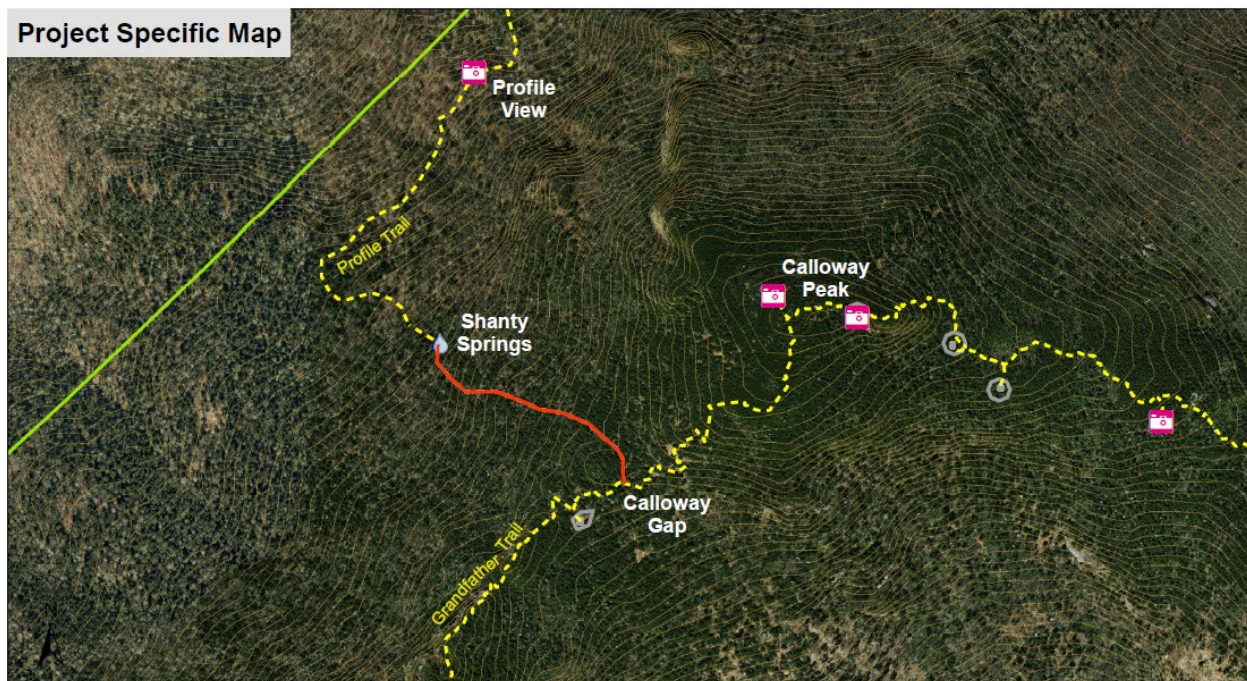
All projects must include an overview map that clearly shows how the project fits into any larger trail/greenway system of planned and/or existing trails and facilities. If the project is a segment or phase of a larger trail/greenway project or plan, include an additional map showing the entire planned trail project. A project that is submitted for consideration should be clearly delineated and defined.



Project Specific Maps:

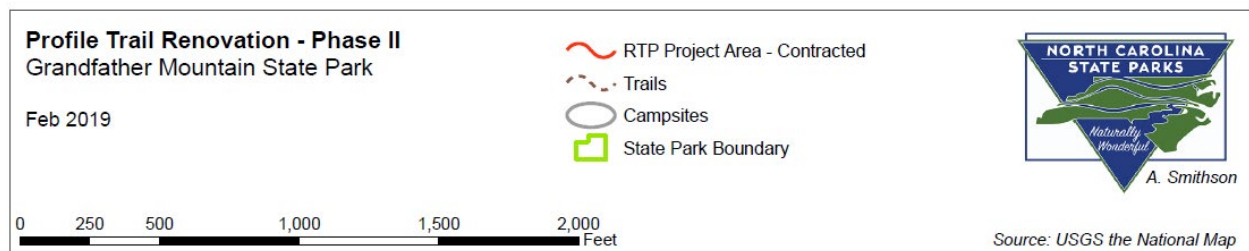
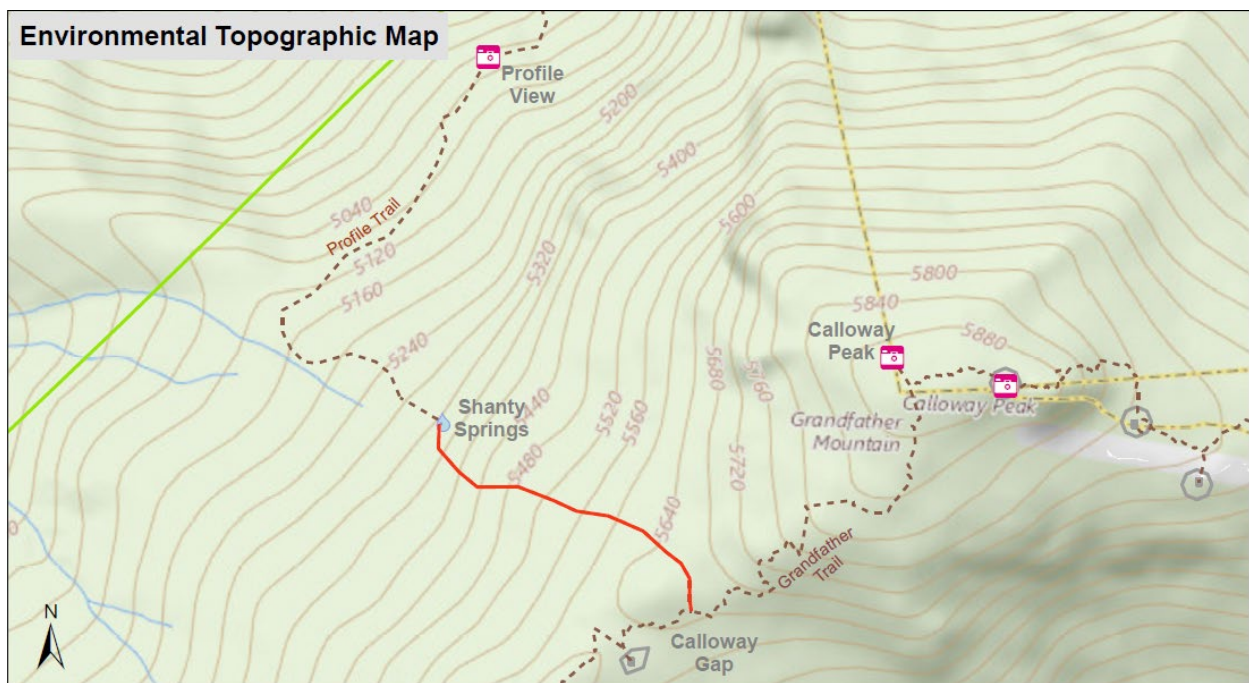
All projects must include a project specific map that clearly shows the location of the trail project. This map focuses on the location of the project to be accomplished and any connections to existing and planned trail systems. It should include both existing and planned trails/greenways/sidewalks, parking areas, roads, accesses, facilities, and points of interest. All map components - aforementioned items and property lines - should also be clearly indicated.

Project Specific Map(s) shall also show the deliverables to be completed during the project. Maps should include locations for bridges, trail, facilities, trailheads, parking lots, and any other deliverables or features referenced in the project description. Map shall note which deliverables will be contracted out. Map shall note which deliverables will be completed in-house. Map shall note which deliverables will be accomplished with requested tools, materials, and/or equipment rental.



Environmental Topographic Map:

All projects must also include a topographic map showing the project area. The map excerpt must delineate how the project site falls on the land. This includes indication of all bridges or water crossings, known locations of waterbodies (streams, ponds, lakes, etc.) and wetlands in relation to all project development. Documents and Maps must be submitted as a PDF packet to minimize difficulty in located documents and maps on the Grant Management System. Please only upload attachments using the instructions provided here and in the GMS Quick Start Guide.



Support Documents Packet

(Scan all documents in order and submit as one packet)

Project Timeline:

Includes project start date, major milestones, and completion date. Use deliverable budget as guidance regarding milestones.

Private Land Stipulation Documents:

Official documents with property owner's stipulations granting easements, leases (*minimum of 10 years of public use*), licenses, MOA, MOU, or other permissions. (* Required if "Yes", to question referencing "current status of land.")

Letters of Commitment:

Official letters of commitment or intent for donations listed in *Project Deliverables, Budget, and/or Non-Contract Contributions*.

Governing Body Commitment:

Official letters of commitment or resolution supporting at least 25% match and completion of the project within a 3-year time frame.

Public Comment Documents:

Official documentation of event(s): list of date(s), location(s), and type of public meeting(s) where the project was presented to the public (*electronically or physically*) and given the opportunity to comment regarding the project. Also, include a copy of official documents of summary/overview of any public comment(s) received.

(* Required if "Yes", to question referencing "public comment".)

Acquired Land Documents:

Official documentation of land acquired or donated and its appraised value, as noted in the *Project Deliverables and Budgeting* sections. (* Required if noted in the project Deliverables and Budgeting sections.)

Be sure that all documents are in working order and included with your application submission. **Applications missing any required documents will not be reviewed for funding.** Checking a box indicates an understanding of required application attachments and the documents inclusion with the application submission. All attachments should be sized to an 8.5" x 11" and in a *.pdf* format. **All documents should be on official letterhead.**

NORTH CAROLINA - STATE RTP REQUIREMENTS

RTP Project Lands:

North Carolina Trails Program will award RTP grants to projects that are:

- On lands owned in fee simple or easements that are held in perpetuity by a governmental agency, provided that the public is allowed use of the trail or facilities.
- On lands owned in fee simple or easements that are held in perpetuity by a non-profit organization, provided that the public is allowed use of the trail or facilities.
- On lands that are leased by a governmental agency or non-profit organization for a minimum of 10 years, provided that the public is allowed use of the trail or facilities.

Note: *These are listed in priority order for evaluation and funding recommendations.*

Minimum Timeframe for Public Use:

[FHWA](#) states, “The RTP legislation does not require a minimum timeframe for a trail project to remain open to the public. Each State should establish a minimum timeframe appropriate for the type of trail use.”

DPR, after consulting with the NCTC, has established the following minimum timeframe for public use:

Any trail project funded in part with RTP grant funds shall remain open to the public for a minimum period of 10 years. Should a RTP trail project be closed prior to 10 years of public use, without sufficient reason, the State reserves the right to seek repayment of RTP funds based on a 10% per year depreciation schedule; and, the grantee’s grant performance will be used when evaluating future grant applications submitted.

REIMBURSEMENT GRANT PROGRAM

The GRANTEE must finance 100% of the project costs. All eligible, incurred and documented expenditures will be refunded to the grantee, up to 90% of the total RTP award amount. The last 10% will be withheld until the project is complete, all records submitted, and a final site inspection has been completed. When all requirements have been met, the final 10% will be reimbursed.

Note: *You must complete at least one of your defined project deliverables in order to request any reimbursement.*

RTP GRANTS MANAGEMENT GUIDANCE

Guidance is provided in the following categories, *Recommendations* and *Requirements*.

Recommendations are processes tested by time that help to alleviate clerical errors and facilitate the processing of grant contracts. Recommendations are strong suggestions, but are not requirements.

Requirements are mandates from internal and external divisions that describe the process for contract execution, funding reimbursements, timelines and other grant contract terms and activities. Requirements are non-negotiable and must be followed. Please do not hesitate to contact your Trails Specialists with any questions or concerns.

RECOMMENDATIONS

Managing Funds:

RTP grants are structured on a reimbursement basis. Through the years we have found that the applicant's attention to the funding streams (cash outlay and reimbursement) prior to contract, results in a more organized project. Plotting out timelines, ensuring cash is available when needed and that reimbursements are available within expected parameters is the responsibility of the applicant.

Staff is available to offer suggestions prior to contract. Ultimately though, the applicant will need to structure the contract deliverables and reimbursement requests to run in concert with applicant's financial needs. Generally, applicants fare better to structure their deliverables and the corresponding reimbursements in blocks. Ten (10) percent of all contracts must be reserved until the completion of the project. Therefore, a 30% - 30% -30% -10% draw structure, or something similar is recommended. This keeps cash flowing in blocks and facilitates processing. Note, this is a recommendation. Other formats can be constructed due to the applicant's needs

REQUIREMENTS

Legally Binding Contract:

Your application becomes part of your contract, and all Grant Contracts issued by DNCR are legally binding. Failure to meet terms results in breach of contract.

Revisions to Application/Budget Amendments; Pre-Contract:

In the guidance section *Managing Funds*, it was recommended that the applicant structure their deliverables to coincide with the needs for reimbursements. Special attention should be given to the structure of deliverables in the application before a contract is issued. The contract is a legally binding document. Therefore, once the terms are contracted, it is the applicant's responsibility to perform the terms as they are stipulated in the contract. The following information regarding requirements should be considered prior to contract.

Pre-contract Requirements:

1. Any application requiring changes prior to contract will have to be revised and resubmitted. This is a requirement of DNCR to ensure uniformity of contract deliverables and terms.
2. Contracts will not be issued until a final approved grant application package has been received by the NC Trails Program.

Reimbursements:

1. Deliverables must be structured in the application so that reimbursement requests relate to a completed deliverable and requisite (25%) match.
2. The entire deliverable must be completed prior to request for the deliverable reimbursement.
3. The match for the deliverable request for reimbursement must be documented.
4. Reimbursements for partially completed deliverables will not be processed.
5. Reimbursements for actions before contract execution and after the contract expiration date will not be processed.
6. Any deviation to the above Reimbursement Requirements *must* be submitted in writing to, and be approved by, the NC Trails Program Head prior to the completion of the deliverable.

Contract Amendments:

Contract amendments and/or contract extensions may be requested no less than 30 days prior to expiration of the contract. Note that all amendments or requests for extensions must be fully executed prior to the expiration of the grant contract.

We look forward to working with you on your project! Please contact the [NC Trails program](#) with any questions.

AGENDA ITEM 7:

APPALCART MATTERS

A. Proposed Transportation 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 2020. The proposed rates for the Project on Aging, Department of Social Services, and other county functions are \$2.28 per direct mile. The \$1.45 rate had previously been the same for the last four (4) years.

Board action is required to approve the contracts.



director@appalcart.com
(828) 297-1300 Ext. 104

May 21, 2019

Mr. Deron T. Geouque
County Manager
Watauga County Administration Building
814 W. King Street, Suite 205
Boone, NC 28607

Dear Deron:

As of April 15, 2019, AppalCART has driven an estimated 213,464 service miles and totaled 135,802 direct miles (miles we bill). In 2018, AppalCART billed using service miles. For 2019, the County, the Human Service Agencies, and AppalCART agreed to change to direct miles and try the rate of \$1.45 per direct mile. As FY 2019 progressed, staff realized that we were not billing for as many miles as previous years due to the change in mileage calculation causing our billing to be substantially below budgeted amounts and previous years' totals.

As of April 19, 2019, staff calculated the following:

Service Miles = 213,464

Direct Miles = 135,802

If AppalCART was still billing by direct miles, the following amount would have been billed to the County and Human Service Agencies.

213,464 service miles x \$1.45/service miles = \$309,522 (estimated cost of service miles)

AppalCART has only been able to bill for \$198,215 through April 30, 2019.

To allow AppalCART to return Demand Response billing to a rate consistent with 2018, the estimated cost of the service miles was divided by the number of direct miles accumulated up to April 19, 2019.

$\$309,522 / 135,802 \text{ direct miles} = \underline{\$2.28 / \text{direct mile}}$

Based on the calculation, AppalCART would like to request \$2.28 per direct mile for the new rate. The transit system is already looking at using a substantial amount of fund balance to cover next year's budget and cannot afford additional losses. **AppalCART is using a rate that covers the cost of providing the service and has calculated the \$2.28 per direct mile rate to be comparable to the \$1.45 per service mile rate from FY 2018.**

Sincerely,

Craig Hughes
Transportation Director

For FY19/20

Department of Social Services-Medicaid

This Agreement, effective this

1st day of July 2019, 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 1st day of July, 2019, 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 20-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, 2019, 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 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
11. Names of Board Members and Managers are posted and updated at 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:

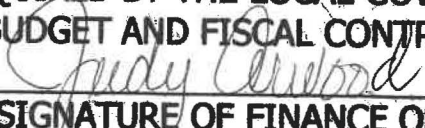
Anita Fogle
Clerk to the County Commissioners

BY: _____

Quint David
AppalCART Board Chair

ATTEST:

Emily Beach
Clerk to the AppalCART Board

**THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT**


SIGNATURE OF FINANCE OFFICER

For FY19/20

Watauga County: Non-Medicaid Transportation

This Agreement, effective this

1st day of July, 2019, 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 1st day of July, 2019, 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 20-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 1st day of July, 2019, 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.

- 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
- 9. If the Authority becomes excluded from participation in this agreement, the County will be promptly notified.

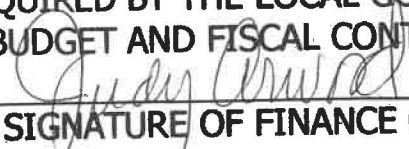
Section 4. Termination of Agreement. In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

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
**THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT**


SIGNATURE OF FINANCE OFFICER

ATTEST:

Emily Beach
Clerk to the AppalCART Board

For FY19/20

Watauga County Project on Aging

This Agreement, effective this

1st day of July 2019, 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 1st day of July, 2019, 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 20-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, 2019, 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
11. Names of Board Members and Managers are posted and updated at 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

**THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT**



SIGNATURE OF FINANCE OFFICER

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AGENDA ITEM 7:

APPALCART MATTERS

B. Proposed Project on Aging Meal Delivery Contracts

MANAGER'S COMMENTS:

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 contract.

For FY19/20

Watauga County Project on Aging

This Agreement, effective this
1st day of July 2019, 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 1st day of July, 2019, 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 20-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, 2019, 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 \$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
11. Names of Board Members and Managers are posted and updated at 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:

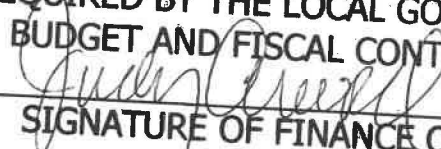
Anita Fogle
Clerk to the County Commissioners

BY: _____

Quint David
AppalCART Board Chair

ATTEST:

Emily Beach
Clerk to the AppalCART Board

**THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT**


SIGNATURE OF FINANCE OFFICER

For FY19/20

Watauga County Project on Aging

This Agreement, effective this
1st day of July 2019, 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 service mile

NORTH CAROLINA

AGREEMENT

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BY: _____

John Welch
Watauga County Commissioners Chair

ATTEST:

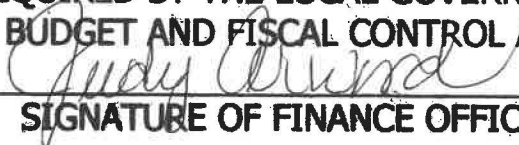
Anita Fogle
Clerk to the County Commissioners

BY: _____

Quint David
AppalCART Board Chair

ATTEST:

Emily Beach
Clerk to the AppalCART Board

**THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT**


SIGNATURE OF FINANCE OFFICER

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AGENDA ITEM 8:

REQUEST TO ADD A STORAGE SHED AT THE MAIN LIBRARY FACILITY

MANAGER’S COMMENTS:

Ms. Monica Caruso, Head Librarian, will request Board approval to locate a shed in the rear area of the current library facility. Staff understands that the library will pay all costs and obtain all necessary permits associated with the project.

As the County is the landowner, Board approval is required to grant the request to locate a storage shed at the current facility in Boone.

WATAUGA COUNTY LIBRARY STORAGE SHED

140 QUEEN ST
BOONE, NC, 28607



01

VICINITY MAP

NOT TO SCALE

SHEET INDEX

SMALL PROJECT SHEET INDEX

G.01	GENERAL INFO
G.02	PLANS / ELEVATIONS

PROJECT TEAM

DESIGN & STRUCTURAL ENGINEERING

IONCON PLLC
726 STATE FARM RD
BOONE, NC 28607
OFFICE PHONE: 828-264-5800
CONTACT: MEB

SCHEDULE OF VALUES

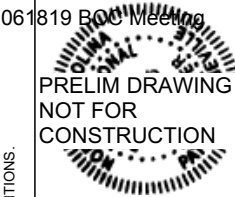
A.P.N.: 2900896655000
ZONING: B1
BLDG USE: E01
CLIMATE ZONE: ZONE 5
BLDG. CODE: 2018 NORTH CAROLINA STATE BUILDING CODE: BUILDING CODE
ELEVATION AMSL: 3285
WIND ZONE: 130 MPH
SNOW LOAD: 30
LIVE LOAD: 35
DEAD LOAD: 15
DESIGN FROST DEPTH: 2FT
LEGAL DESC'N: E01 - GOVERNMENT (278.1)

MATERIALS

CONVENTIONAL LUMBER: SPF OR SYP, #2 OR BETTER
ENGINEERED LUMBER: LVL: Fb=3100PSI, E=2000KSI, OR BETTER
BOLTS: ASTM A307 OR BETTER
CONCRETE: 3000 PSI AT 28 DAYS
REINFORCEMENT REBAR: 60KSI
EPOXY: SIMPSON SET EPOXY OR EQUAL
WELD ROD: E70XX
PLATE STEEL: ASTM A36
HARDWARE: SIMPSON STRONG-TIE OR EQUAL
DRAINAGE PIPE: MEET ASTM F405
DRAINAGE STONE: #57 TYPICAL
MASONRY: 12x8x16 CMU BLOCK.

NOTES

1. ALL CONSTRUCTION TO MEET 2018 NORTH CAROLINA STATE BUILDING CODE: BUILDING CODE
2. ALL HARDWARE AND FASTENERS CONTACTING PRESSURE TREATED MATERIAL SHOULD BE APPROVED FOR USE WITH CORRESPONDING WOOD TREATMENT.
3. ALL LUMBER CONTACTING CONCRETE TO BE PT.
4. ALL WOOD CONNECTORS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS UNLESS OTHERWISE NOTED.
5. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS, DRAWINGS REPRESENT TYPICAL CONDITIONS. AS-BUILT CONDITIONS MAY EXIST.
6. ENGINEER NOT RESPONSIBLE FOR UN-COMPACTED FILL.
7. FLASHING, COUNTER-FLASHING AND WATERPROOFING BY OTHERS.
8. IONCON ENGINEERING IS ONLY RESPONSIBLE FOR THE STRUCTURAL ASPECTS AS REFERENCED HEREIN.



PATRICK A. BEVILLE, PE
LEED AP
IONCON, PLLC P-0820
726 STATE FARM RD, UNIT B
BOONE, NORTH CAROLINA
28607
PHONE: 828-264-8500



WATAUGA COUNTY LIBRARY STORAGE SHED
MONICA CARUSO
140 QUEEN ST
BOONE, NC 28607
(828) 264-8784

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE HALF INCH (1/2") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

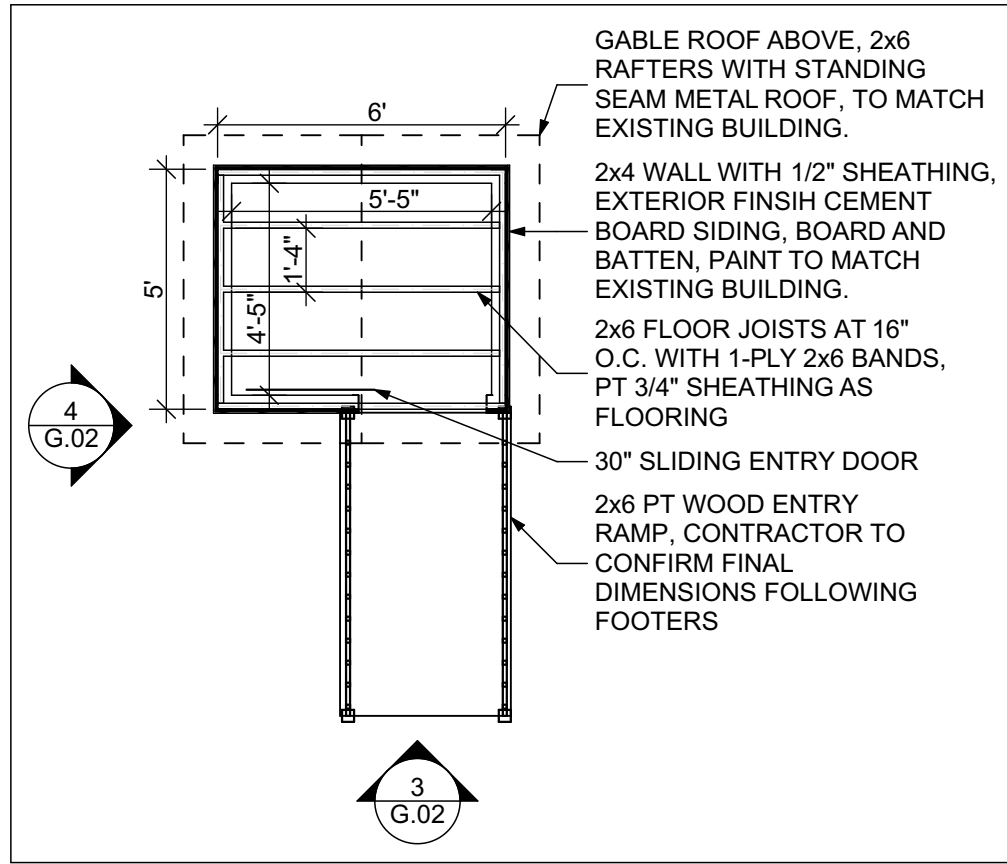
Date: 2/26/2019
Scale: AS NOTED
Drawn: MEB
Job: 185035

G.01

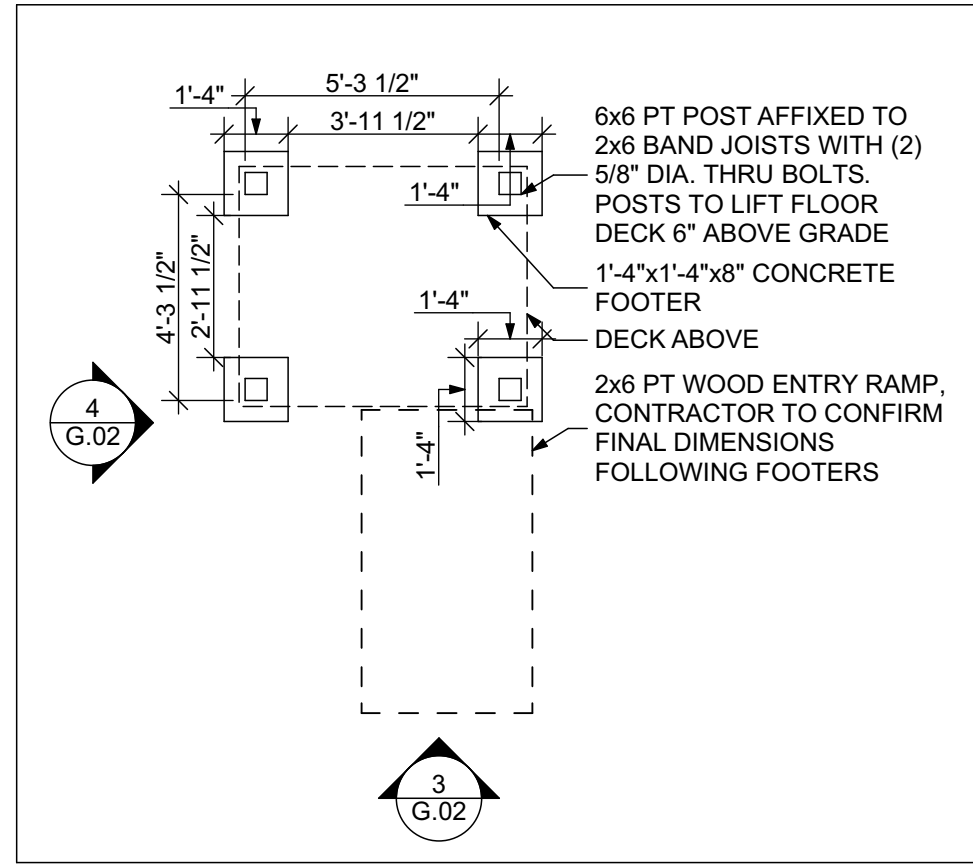
Plotted On: 2/26/2019

GENERAL INFO

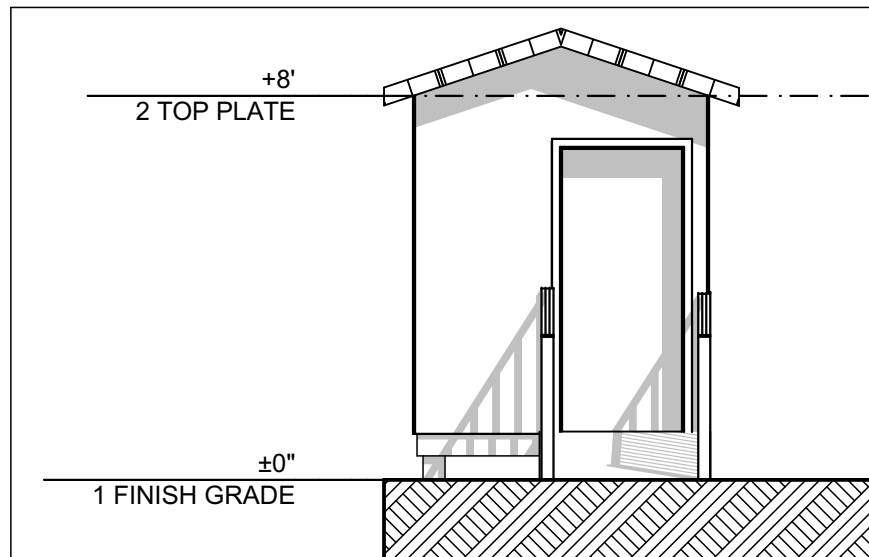
COPYRIGHT IONCON, PLLC, THESE DRAWINGS ARE INTENDED FOR A SINGLE USE ONLY AT THE ADDRESS SPECIFIED HEREIN. DISCLAIMER: THESE DRAWINGS ARE MADE ON A BEST EFFORTS BASIS AND INTEND TO REPRESENT ACCURATE FIELD CONDITIONS. CONTRACTOR/INSTALLER IS RESPONSIBLE TO VERIFY ACCURACY AND FOR FINAL ASSEMBLY FIT AND FINISH. THESE DRAWINGS RELATE ONLY TO THE STRUCTURAL ELEMENTS OF THE GIVEN JOB.



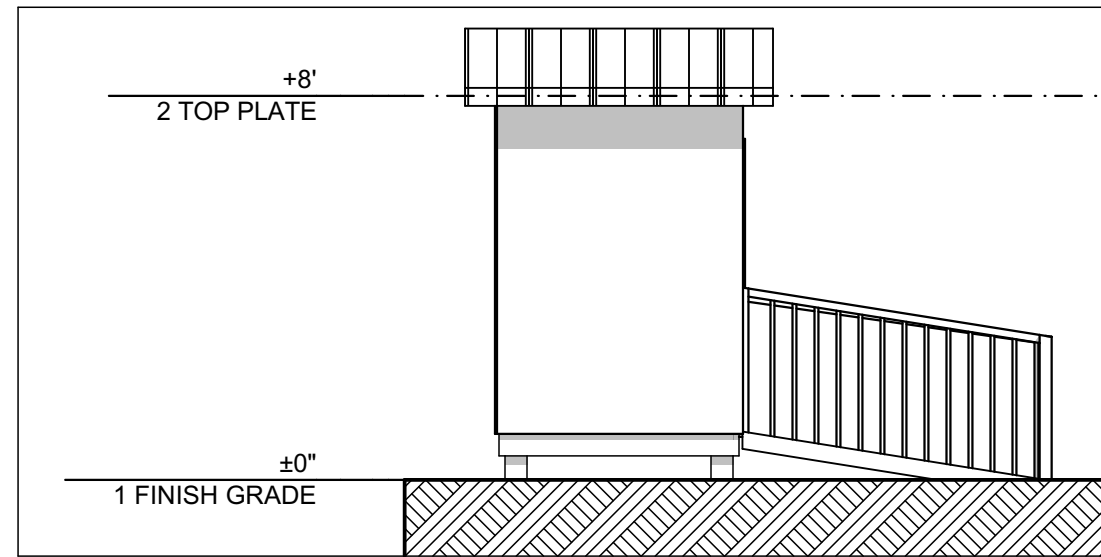
1 FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



4 WEST ELEVATION
SCALE: 1/4" = 1'-0"

061819 BOO Meeting
 PRELIM DRAWING
 NOT FOR
 CONSTRUCTION

PATRICK A. BEVILLE, PE
 LEED AP
 IONCON, PLLC P-0820
 726 STATE FARM RD. UNIT B
 BOONE, NORTH CAROLINA
 28607
 PHONE: 828-264-8500

IONCON
 SUSTAINABILITY IN ENGINEERING
 WWW.GOIONCON.COM (828) 264-8500

WATAUGA COUNTY LIBRARY STORAGE SHED
 MONICA CARUSO
 140 QUEEN ST
 BOONE, NC 28607
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Date: 2/26/2019
 Scale: AS NOTED
 Drawn: MEB
 Job: 185035

G.02

Plotted On:
 2/26/2019 85

PLANS / ELEVATIONS

Library Shed Estimate	count	apx total cost
Sub Floor 2 sheets 3/4 "T&G OSB	2	\$ 40.00
2x4 Studs	25	\$ 75.00
2x6x8 Rafters and Floor Joists	15	\$ 100.00
Roof Deck 7/16" OSB	3	\$ 40.00
panel siding t-1 11	8	\$ 210.00
Ramp material apx		\$ 200.00
6x6x8 PT posts	2	\$ 50.00
Fasteners		\$ 25.00
Random Facia and ext trim		\$ 50.00
roofing felt		\$ 25.00
5 V metal roofing		\$ 150.00
misc		\$ 235.00
Does not include:	Apx Sub total	\$ 1,200.00
Ext Door (restore?)		
concrete for footers		

AGENDA ITEM 9:**REQUEST FOR EXTENSION OF MOWING AND WEEKEND CUSTODIAL CONTRACTS****MANAGER'S COMMENTS:**

Mr. Marsh, Maintenance Director, will request the Board approve a contract increase of 3% for Estate Maintenance mowing and weekend janitorial services. The current rate for mowing is \$80,850 and \$27,455 for weekend janitorial services. The overall increase will be reduced due to the deletion of several properties. The new rate for mowing is \$80,708.74 and \$28,278.65 for weekend janitorial services. Adequate funds are available in the Fiscal Year 2019-2020 budget.

Board action is requested to approve the 3% increase for Estate Maintenance mowing and weekend janitorial services contracts in the amount of \$80,708.74 and \$28,278.65, respectively.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager
FROM: Robert Marsh, Maintenance Director *[Signature]*
DATE: June 11, 2019
RE: Mowing and Weekend Custodial Contracts

BACKGROUND

Estate Maintenance has been providing mowing service and weekend custodial service to the County since 2009. Both contracts are set to expire in June, and the owner, Darren Wallace, has asked for an additional extension of the contracts for another two years along with a 3% increase in price. The current price for mowing is \$80,850 and \$27,455 for weekend cleaning/security. These services are provided by the contractor in lieu of County Maintenance staff in order to save payroll and equipment cost.

RECOMMENDATION

Staff has reviewed this request for an extension with a 3% increase in price. Staff recommends the County extend the contract times and agree to the modest increase in price. Estate Maintenance will continue to be reimbursed per mowing per property as in the past. However, the annual contract has been reduced as a result of dropping several properties out of the contract that the County no longer maintains. Estate Maintenance will be paid 3% more per property but will be mowing fewer properties. The new totals for the contracts will be mowing \$80,708.74 and cleaning/security \$28,278.65 if approved by the Board.

REQUEST FOR CONTRACT EXTENSION

Estate Maintenance Company proposes to continue mowing services for Watauga County as agreed upon in the 2014 mowing contract for an additional two years provided the County is in agreement to increase the contract sum by 3%. If accepted, the new contract sum for mowing will be \$80,708.74.

ESTATE MAINTENANCE CO., INC.

WATAUGA COUNTY

By: *Dawn McFallay*

By: _____

Date: *5-30-19*

Date: _____

	FREQUENCY	Old Rate	Old Total	x 103%	103% Total	Rounded up		Total	
Davant 1	58	\$ 53.00	\$ 3,074.00	\$ 54.59	\$ 3,166.22	\$ 55.00	\$ 3,190.00		
Davant 2	33	\$ 27.00	\$ 891.00	\$ 27.81	\$ 917.73	\$ 28.00	\$ 924.00		
Optimist 1	58	\$ 48.00	\$ 2,784.00	\$ 49.44	\$ 2,867.52	\$ 50.00	\$ 2,900.00		
Optimist 2	33	\$ 32.00	\$ 1,056.00	\$ 32.96	\$ 1,087.68	\$ 33.00	\$ 1,089.00		
Optimist 3	23	\$ 32.00	\$ 736.00	\$ 32.96	\$ 758.08	\$ 33.00	\$ 759.00		
Industrial 1	58	\$ 79.00	\$ 4,582.00	\$ 81.37	\$ 4,719.46	\$ 82.00	\$ 4,756.00		
Industrial 1	33	\$ 48.00	\$ 1,584.00	\$ 49.44	\$ 1,631.52	\$ 50.00	\$ 1,650.00		
AM 1	58	\$ 63.00	\$ 3,654.00	\$ 64.89	\$ 3,763.62	\$ 65.00	\$ 3,770.00		
AM 2	33	\$ 84.00	\$ 2,772.00	\$ 86.52	\$ 2,855.16	\$ 87.00	\$ 2,871.00		
AM 3	23	\$ 37.00	\$ 851.00	\$ 38.11	\$ 876.53	\$ 39.00	\$ 897.00		
Complex 1	58	\$ 37.00	\$ 2,146.00	\$ 38.11	\$ 2,210.38	\$ 39.00	\$ 2,262.00		
Complex 2	33	\$ 48.00	\$ 1,584.00	\$ 49.44	\$ 1,631.52	\$ 50.00	\$ 1,650.00		
Pool	33	\$ 90.00	\$ 2,970.00	\$ 92.70	\$ 3,059.10	\$ 93.00	\$ 3,069.00		
Courthouse	33	\$ 32.00	\$ 1,056.00	\$ 32.96	\$ 1,087.68	\$ 33.00	\$ 1,089.00		
West Annex 1	33	\$ 32.00	\$ 1,056.00	\$ 32.96	\$ 1,087.68	\$ 33.00	\$ 1,089.00		
West Annex 2	5	\$ 21.00	\$ 105.00	\$ 21.63	\$ 108.15	\$ 22.00	\$ 110.00		
Human Svc 1	33	\$ 53.00	\$ 1,749.00	\$ 54.59	\$ 1,801.47	\$ 55.00	\$ 1,815.00		
Human Svc 2	5	\$ 100.00	\$ 500.00	\$ 103.00	\$ 515.00	\$ 103.00	\$ 515.00		
Health Dept 1	33	\$ 32.00	\$ 1,056.00	\$ 32.96	\$ 1,087.68	\$ 33.00	\$ 1,089.00		
Health Dept 2	23	\$ 32.00	\$ 736.00	\$ 32.96	\$ 758.08	\$ 33.00	\$ 759.00		
LEC	33	\$ 499.00	\$ 16,467.00	\$ 513.97	\$ 16,961.01	\$ 514.00	\$ 16,962.00		
Library 1	33	\$ 42.00	\$ 1,386.00	\$ 43.26	\$ 1,427.58	\$ 44.00	\$ 1,452.00		
Library 2	5	\$ 32.00	\$ 160.00	\$ 32.96	\$ 164.80	\$ 33.00	\$ 165.00		
HK Park	23	\$ 48.00	\$ 1,104.00	\$ 49.44	\$ 1,137.12	\$ 50.00	\$ 1,150.00		
Brookshire 1	58	\$ 79.00	\$ 4,582.00	\$ 81.37	\$ 4,719.46	\$ 82.00	\$ 4,756.00		
Brookshire 2	23	\$ 105.00	\$ 2,415.00	\$ 108.15	\$ 2,487.45	\$ 109.00	\$ 2,507.00		
TMSC 1	33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TMSC 2	23	\$ 132.00	\$ 3,036.00	\$ 135.96	\$ 3,127.08	\$ 136.00	\$ 3,128.00		
TMSC 3	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Ruritan 1	58	\$ 42.00	\$ 2,436.00	\$ 43.26	\$ 2,509.08	\$ 44.00	\$ 2,552.00		
Ruritan 2	33	\$ 37.00	\$ 1,221.00	\$ 38.11	\$ 1,257.63	\$ 39.00	\$ 1,287.00		
CC School 1	58	\$ 79.00	\$ 4,582.00	\$ 81.37	\$ 4,719.46	\$ 82.00	\$ 4,756.00		
CC School 2	33	\$ 48.00	\$ 1,584.00	\$ 49.44	\$ 1,631.52	\$ 50.00	\$ 1,650.00		
WWCC	33	\$ 111.00	\$ 3,663.00	\$ 114.33	\$ 3,772.89	\$ 115.00	\$ 3,795.00		
			\$ -	\$ -	\$ -	\$ -	\$ -		
DISCONTINUED			\$ -	\$ -	\$ -	\$ -	\$ -		
Smitherman	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Animal Control	33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Edmisten	33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Green Valley	23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CCC&TI 1	23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CCC&TI 2	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
NRSA House	33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL			\$ 77,578.00	\$ -	\$ 79,905.34		\$ 80,413.00		
			\$ -	\$ -	\$ -		\$ -		
ADD			\$ -	\$ -	\$ -		\$ -		
Records Storage	26	\$ 30.00	\$ 780.00	\$ 30.90	\$ 803.40	\$ 31.00	\$ 806.00		
			\$ -	\$ -	\$ -		\$ -		
TOTAL					\$ 80,708.74				

CONTRACT FOR MOWING SERVICE

This agreement is made between Watauga County (Owner) and Estate Maintenance Company (Contractor). Both parties agree to the terms and conditions set forth below.

SCOPE OF CONTRACT

Contractor shall furnish all licensing, equipment, materials, labor and supervision as may be necessary to provide mowing services for Watauga County including mowing, trimming and litter removal at County facilities. The contractor shall provide these services at regular frequencies and service levels as follows:

LOCATION	AREA	MOWING FREQUENCY	HEIGHT	TRIMMING FREQUENCY	LEAF REMOVAL
Blowing Rock Davant Field 245 Clark St.	1	A	2"	A	NO
	2	B	2 ½"	B	NO
Optimist Field 1012 State Farm Rd.	1	A	2"	A	NO
	2	B	2 ½"	B	NO
	3	C	N/A	C	NO
Industrial Field Hunting Hills Ln.	1	A	2"	A	NO
	2	B	2 ½"	B	NO
Anne Marie Field 283 Hunting Hills Ln	1	A	2"	A	NO
	2	B	2 ½"	B	NO
	3	C	3 ½"	C	YES
Complex Field 231 Complex Dr.	1	A	2"	A	NO
	2	B	2 ½"	B	NO
Complex Swimming Pool 141 Complex Dr.	1	B	2 ½"	B	YES
NRSA House Oak Street	1	B	2 ½"	B	YES
Courthouse Complex 842 W. King St.	1	B	2 ½"	B	NO
West Annex 971 W. King St.	1	B	2 ½"	B	NO
	2	D	N/A	D	NO
Human Services Ctr. 132 Poplar Grove Rd. Connector	1	B	2 ½"	B	YES
	2	D	N/A	D	YES

Health Dept. 126 Poplar Grove Rd. Connector	1	B	2 ½"	B	YES
	2	C	N/A	C	YES
Law Enf. Ctr. 184 Hodges Gap Rd.	1	B	3 ½"	B	YES
Library 140 Queen St.	1	B	2 ½"	B	YES
	2	D	N/A	D	YES
Howard's Knob 604 Howard's Knob Rd.	1	C	3 ½"	C	NO
Brookshire Park 250 Brookshire Rd.	1	A	2"	A	NO
	2	C	N/A	C	NO
Ted Mackorell Soccer Complex 574 Brookshire Rd.	1	B	2 ½"	B	YES
	2	C	2 ½"	C	NO
	3	E	3 ½"	N/A	NO
Mtn. Ruritan Ballfield 1161 Hwy. 321 N, Vilas	1	A	2"	B	NO
	2	B	2 ½"	B	NO
Old Cove Creek School 207 Dale Adams Rd., Sugar Grove	1	A	2 ½"	B	NO
	2	B	2 ½"	B	NO
Western Watauga Comm. Center 1081 Old Hwy. 421 Sugar Grove	1	B	2 ½"	B	NO
Old CCC&TI 2887 Hwy. 421 N	1	C	2 ½"	C	YES
	2	E	3 ½"	E	NO
LEGEND	A	2 MOWINGS/WEEK			
	B	1 MOWING/WEEK			
	C	2 MOWING EVERY 10 DAYS			
	D	1 MOWING/MONTH			
	E	MOWING FOR HAY HARVESTING			

All clippings shall be removed from sidewalks, roads and mulch beds. Trimming shall be by mechanical or EPA approved herbicide methods.

CONTRACT TERM

The contract shall begin July 1, 2014 and continue for a period of sixty months. This contract may be renewed for an additional twenty-four months if mutually agreed upon by both parties.

CONTRACT SUM AND PAYMENTS TO CONTRACTOR

The total contract sum for annual service is not to exceed \$ 80,850 for services provided per "Bid Form A." Change Orders for additional work must be requested by the Contractor and approved by the County Manager in writing prior to the commencement of the additional work. A "Weekly Mowing Log" shall be submitted weekly to the County Maintenance Director for the purpose of documenting the Contractor's progress. The Contractor's work may be inspected by the owner and if deemed satisfactory, the Contractor may submit for progress payment. The Contractor shall apply for payment prior to the tenth of each month. Applications for payment shall be calculated by the rates listed in "Bid Form A" adjusted appropriately to reflect the Contractor's progress. Payments by the County to the Contractor shall be disbursed following the twenty-fifth of the month in which application for payment was made.

LIABILITY AND INSURANCE

The contractor shall bear all risks and liabilities for any damage to property that may be caused during the performance of this contract. Contractor shall indemnify and hold harmless the County from any claims, suits, damages, court costs and attorney fees incurred or resulting from any action or assertion against the County as may result from any allegation of negligence or liability arising from acts or omissions of Contractor or Contractor's agents or employees. Contractor shall maintain a policy of general liability insurance with coverages and limits acceptable to the County. All equipment and personnel to be used by Contractor shall be the responsibility of the Contractor and such personnel shall not be deemed to be employees of the County. Contractor shall maintain any and all workers' compensation coverage for Contractor's employees that the law requires.

Minimum limits of insurance shall be:

- General Liability – No less than \$1,000,000, with \$2,000,000 being the preferred limit per occurrence for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit.
- Auto Liability – No less than \$1,000,000 with \$2,000,000 being the preferred limit per occurrence combined single limit per accident per for bodily injury and property damage.
- Workers Compensation and Employers Liability – Workers Compensation as required by the State of North Carolina and Employers Liability limits of no less than \$1,000,000 for bodily injury per accident.
- Watauga County shall be listed as “Additional Insured” on each policy.

VERIFICATION OF COVERAGE

The Contractor shall furnish the County with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to the County on standard form.

NON-PERFORMANCE

The County, at its sole discretion, may assess the contractor a 10% penalty for non-performance of contractual obligations. This penalty shall not limit the County from recovering damages caused by the Contractor’s errors, omissions or negligence. Additionally, if the contractor fails to perform the work in accordance with the specifications contained within this agreement, then the County may perform work to maintain the County facilities in the schedule and standards contained within this Contract. The Contractor shall reimburse the County for costs incurred by the County in exercising its right to perform the work pursuant to this contract.

TERMINATION

The Owner may terminate this contract at any time if the County, in its sole discretion, deems the Contractor's performance unsatisfactory. Additionally, the contract may be terminated if funding becomes unavailable.

MISCELLANEOUS

(a) Choice of Law and Forum. This contract shall be deemed made in Watauga County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Watauga County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in the contract shall be deemed or construed so as to in any way estop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the County's written consent, the Contractor shall not assign (which includes delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The County Manager may consent to an assignment without action of the Board of Commissioners. Unless the County otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the County's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the County's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor

that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance With Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) E-verify. The Contractor shall ensure its compliance with Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. 104-208, 110 Stat. 3009 and Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall provide all documentation which may be requested by the County, including but not limited to completion of Form I-9 for Employment Eligibility Verification, affidavits of compliance with this act, and such other documentation as the County may request from time to time. The Contractor shall not knowingly hire for employment, employ, or continue to employ an unauthorized alien.

This the 10th day of April, 2014.

WATAUGA COUNTY

Estate Maintenance Co. Inc.

By: Deron Geouque
Deron Geouque

By: Dan Walker

County Manager
Watauga County Admin. Bldg.
814 West King Street
Boone, NC 28607

2260 AHO Road
Boone NC 28607

4/10/14
Date

4-8-14
Date

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

4/10/14 Margaret Hill
Date Finance Director

	FREQUENCY	Old Rate	Old Total	x 105%	105% Total	Rounded up		Total
Davant 1	58	\$ 50.00	\$ 2,900.00	\$ 52.50	\$ 3,045.00	\$ 53.00	\$ 3,074.00	
Davant 2	33	\$ 25.00	\$ 825.00	\$ 26.25	\$ 866.25	\$ 27.00	\$ 891.00	
Optimist 1	58	\$ 45.00	\$ 2,610.00	\$ 47.25	\$ 2,740.50	\$ 48.00	\$ 2,784.00	
Optimist 2	33	\$ 30.00	\$ 990.00	\$ 31.50	\$ 1,039.50	\$ 32.00	\$ 1,056.00	
Optimist 3	23	\$ 30.00	\$ 690.00	\$ 31.50	\$ 724.50	\$ 32.00	\$ 736.00	
Industrial 1	58	\$ 75.00	\$ 4,350.00	\$ 78.75	\$ 4,567.50	\$ 79.00	\$ 4,582.00	
Industrial 1	33	\$ 45.00	\$ 1,485.00	\$ 47.25	\$ 1,559.25	\$ 48.00	\$ 1,584.00	
AM 1	58	\$ 60.00	\$ 3,480.00	\$ 63.00	\$ 3,654.00	\$ 63.00	\$ 3,654.00	
AM 2	33	\$ 80.00	\$ 2,640.00	\$ 84.00	\$ 2,772.00	\$ 84.00	\$ 2,772.00	
AM 3	23	\$ 35.00	\$ 805.00	\$ 36.75	\$ 845.25	\$ 37.00	\$ 851.00	
Complex 1	58	\$ 35.00	\$ 2,030.00	\$ 36.75	\$ 2,131.50	\$ 37.00	\$ 2,146.00	
Complex 2	33	\$ 45.00	\$ 1,485.00	\$ 47.25	\$ 1,559.25	\$ 48.00	\$ 1,584.00	
Pool	33	\$ 85.00	\$ 2,805.00	\$ 89.25	\$ 2,945.25	\$ 90.00	\$ 2,970.00	
Courthouse	33	\$ 30.00	\$ 990.00	\$ 31.50	\$ 1,039.50	\$ 32.00	\$ 1,056.00	
West Annex 1	33	\$ 30.00	\$ 990.00	\$ 31.50	\$ 1,039.50	\$ 32.00	\$ 1,056.00	
West Annex 2	5	\$ 20.00	\$ 100.00	\$ 21.00	\$ 105.00	\$ 21.00	\$ 105.00	
Human Svc 1	33	\$ 50.00	\$ 1,650.00	\$ 52.50	\$ 1,732.50	\$ 53.00	\$ 1,749.00	
Human Svc 2	5	\$ 95.00	\$ 475.00	\$ 99.75	\$ 498.75	\$ 100.00	\$ 500.00	
Health Dept 1	33	\$ 30.00	\$ 990.00	\$ 31.50	\$ 1,039.50	\$ 32.00	\$ 1,056.00	
Health Dept 2	23	\$ 30.00	\$ 690.00	\$ 31.50	\$ 724.50	\$ 32.00	\$ 736.00	
LEC	33	\$ 475.00	\$ 15,675.00	\$ 498.75	\$ 16,458.75	\$ 499.00	\$ 16,467.00	
Library 1	33	\$ 40.00	\$ 1,320.00	\$ 42.00	\$ 1,386.00	\$ 42.00	\$ 1,386.00	
Library 2	5	\$ 30.00	\$ 150.00	\$ 31.50	\$ 157.50	\$ 32.00	\$ 160.00	
HK Park	23	\$ 45.00	\$ 1,035.00	\$ 47.25	\$ 1,086.75	\$ 48.00	\$ 1,104.00	
Brookshire 1	58	\$ 75.00	\$ 4,350.00	\$ 78.75	\$ 4,567.50	\$ 79.00	\$ 4,582.00	
Brookshire 2	23	\$ 100.00	\$ 2,300.00	\$ 105.00	\$ 2,415.00	\$ 105.00	\$ 2,415.00	
TMSC 1	33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TMSC 2	23	\$ 125.00	\$ 2,875.00	\$ 131.25	\$ 3,018.75	\$ 132.00	\$ 3,036.00	
TMSC 3	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Ruritan 1	58	\$ 40.00	\$ 2,320.00	\$ 42.00	\$ 2,436.00	\$ 42.00	\$ 2,436.00	
Ruritan 2	33	\$ 35.00	\$ 1,155.00	\$ 36.75	\$ 1,212.75	\$ 37.00	\$ 1,221.00	
CC School 1	58	\$ 75.00	\$ 4,350.00	\$ 78.75	\$ 4,567.50	\$ 79.00	\$ 4,582.00	
CC School 2	33	\$ 45.00	\$ 1,485.00	\$ 47.25	\$ 1,559.25	\$ 48.00	\$ 1,584.00	
WWCC	33	\$ 105.00	\$ 3,465.00	\$ 110.25	\$ 3,638.25	\$ 111.00	\$ 3,663.00	
CCC&TI 1	23	\$ 45.00	\$ 1,035.00	\$ 47.25	\$ 1,086.75	\$ 48.00	\$ 1,104.00	
CCC&TI 2	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	\$ -	
DISCONTINUED			\$ -	\$ -	\$ -	\$ -	\$ -	
Smitherman	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Animal Control	33	\$ 25.00	\$ 825.00	\$ 26.25	\$ 866.25	\$ -	\$ -	
Edmisten	33	\$ 30.00	\$ 990.00	\$ 31.50	\$ 1,039.50	\$ -	\$ -	
Green Valley	23	\$ 30.00	\$ 690.00	\$ 31.50	\$ 724.50	\$ -	\$ -	
TOTAL			\$ 77,000.00		\$ 80,850.00		\$ 78,682.00	
ADD								
NRSA House	33	\$ 50.00	\$ 1,650.00	\$ 52.50	\$ 1,732.50	\$ 53.00	\$ 1,749.00	
TOTAL							\$ 80,431.00	

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF WATAUGA

I, Darren Wallace (the individual attesting below), being duly authorized by and on behalf of Estate Maintenance Co Inc (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 8 day of April, 2014.

Darren Wallace
Signature of Affiant
Print or Type Name: Darren Wallace

State of North Carolina County of Watauga

Signed and sworn to (or affirmed) before me, this the _____ day of _____, 2014.

My Commission Expires: _____

Signature of Notary

Printed Name of Notary

(Affix Official/Notarial Seal)

REQUEST FOR CONTRACT EXTENSION

Estate Maintenance Company proposes to continue custodial services for Watauga County as agreed upon in the 2014 custodial contract for an additional two years provided the County is in agreement to increase the contract sum by 3%. If accepted, the new contract sum for custodial services will be \$28,278.65.

ESTATE MAINTENANCE CO., INC.

WATAUGA COUNTY

By: *Dave Waller*

By: _____

Date: *5-30-19*

Date: _____

This agreement is made and entered into by and between Watauga County, a North Carolina body politic, (hereinafter "the County"), and Estate Maintenance Company, Inc. (hereinafter "Contractor");

In consideration of the following mutual benefits to the parties, it is agreed:

SCOPE OF CONTRACT

Properties to be serviced each Saturday and Sunday from April 1st until October 31st. Properties will also be serviced on holidays observed by the County including Memorial Day, Independence Day and Labor Day.

- Howard's Knob Park (Open at 8:30 a.m. and close at 7:30 p.m. May 1 through October 20)
- Ted Mackorell Soccer Complex
- Brookshire Park
- Rocky Knob Park
- Optimist Park
- Industrial Fields
- Complex (includes tennis courts)
- Tot Lot Playground
- Old Cove Creek Gym
- Mountaineer Ruritan
- 321 Canoe Access

Clean restrooms – Sanitize fixtures, spot clean mirrors, restock paper supplies, sweep floors, empty trash receptacles and reline containers.

Grounds – Pick up trash on grounds and empty trash barrels, reline containers. Spot clean table tops and sweep pavilions if needed.

Contractor shall provide all cleaning supplies, equipment and vehicles. The County shall provide all paper products, can liners and hand soap. The County will also provide use of dumpsters for trash disposal.

CONTRACT TERMS AND PAYMENTS

This agreement shall begin July 1, 2014 and continue until June 30, 2019. Work will be performed for the sum of \$355.00 per day for 63 days (\$22,365.00 per year). Work will be completed to the reasonable satisfaction of the County's Maintenance Director. Contractor shall perform all services with his own labor force. No portion of the work shall be subcontracted. The Contractor shall submit for payment by the tenth of the month for services provided during the prior month. Payment by the County shall be disbursed within 14 business days of receipt of undisputed invoice.

LIABILITY AND INSURANCE

The contractor shall bear all risks and liabilities for any damage to property that may be caused during the performance of this contract. Contractor shall indemnify and hold harmless the County from any claims, suits, damages, court costs and attorney fees incurred or resulting from any action or assertion against the County as may result from any allegation of negligence or liability arising from acts or omissions of Contractor or Contractor's agents or employees. Contractor shall maintain a policy of general liability insurance with coverages and limits acceptable to the County. All equipment and personnel to be used by Contractor shall be the responsibility of the Contractor and such personnel shall not be deemed to be employees of the County. Contractor shall maintain any and all workers' compensation coverage for Contractor's employees that the law requires.

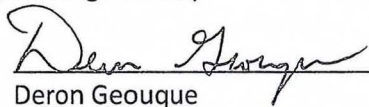
VERIFICATION OF COVERAGE

The Contractor shall furnish the County with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to the County on standard form.

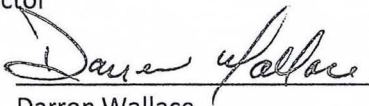
TERMINATION

The Owner may terminate this contract at any time if the County, in its sole discretion, deems the Contractor's performance unsatisfactory. Additionally, the contract may be terminated if funding becomes unavailable.

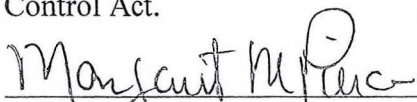
Owner/Watauga County

By:  6-2-2014
 Deron Geouque Date
 County Manager
 Watauga County Courthouse
 842 West King Street, Suite 1
 Boone, NC 28607

Contractor

 7-7-14
 Darren Wallace Date
 Estate Maintenance Company, Inc.
 PO Box 1418
 Blowing Rock, NC 28605

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

 6-3-14
 Margaret Pierce
 Watauga County Finance Director

ADDENDUM ONE
CONTRACT FOR CUSTODIAL SERVICE

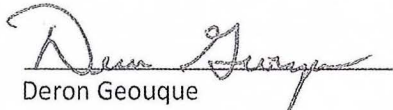
This is an Addendum to the Contract for Custodial Service between Watauga County and Estate Maintenance Company which began July 1, 2014 and continues until June 30, 2019.

The parties hereby agree to the following:

- 1) ADD - Clean the bathroom building at the Rocky Knob Park in Boone for the sum of \$2,205 per year.
- 2) DEDUCT - Remove servicing the restrooms at the Mountaineer Ruritan Park in Sugar Grove from the scope of the contract and reduce the contract by \$315 per year. Other services provided at the Mountaineer Ruritan Park will continue.
- 3) SCHEDULE A - To clarify service rendered at each property.

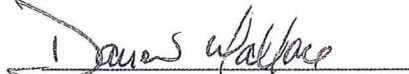
This addendum is effective September 1, 2014 and is subject to all the terms of the Contract for Custodial Service.

Owner/Watauga County

By: 
 Deron Geouque
 County Manager
 Watauga County Administration
 814 West King Street
 Boone, NC 28607

7-24-2015
 Date

Contractor:


 Darren Wallace
 Estate Maintenance Company, Inc.
 PO Box 1418
 Blowing Rock, NC 28605

7-16-15
 Date

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

 7/23/15
 Margaret Pierce
 Watauga County Finance Director

SCHEDULE A – Contract for Custodial Service – Addendum One

PROPERTY	LOCK/UNLOCK GATE	SPORTS FIELDS	BLEACHERS	PLAYGROUND	GENERAL GROUNDS	PARKING LOTS	BASKETBALL/TENNIS COURTS	PAVILIONS	PORTAJONS	RESTROOMS
Howard's Knob Park	X				X	X		X	X	
Ted Mackorell Soccer Complex					X	X				X
Brookshire Park		X			X	X		X		X
Rocky Knob Park				X	X	X		X		X
Optimist Park (Excludes Optimist Clubhouse interior)		X	X		X	X				X
Industrial Fields Complex		X	X		X	X	X	X		X
Tot Lot Playground				X	X	X		X		
Old Cove Creek School (Excludes gymnasium)		X	X	X	X	X	X	X		X
Mountaineer Ruritan		X	X		X			X	X	
321 Canoe Access					X	X		X		

ADDENDUM TWO
CONTRACT FOR CUSTODIAL SERVICE

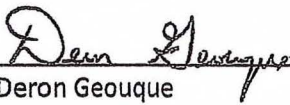
This is an Addendum to the Contract for Custodial Services which began July 1, 2014, and continues until June 30, 2019.

All parties agree to the following:

- 1) Lock entrance doors to the restrooms Saturday and Sunday nights at Rocky Knob Park, Industrial Fields, Optimist Club, Ted Mackorell Soccer Complex and Complex Fields on an as-needed basis. Cost to provide this service is \$50.00 per day, not to exceed \$3,200 per year.

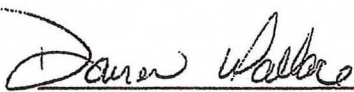
This addendum is effective September 10, 2016, and is subject to all terms of the Contract for Custodial Service.

Owner/Watauga County

By: 
 Deron Geouque
 County Manager
 Watauga County Administration
 814 West King Street
 Boone, NC 28607

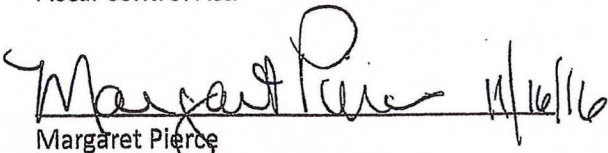
11-18-2018
 Date

Contractor:


 Darren Wallace
 Estate Maintenance Company, Inc.
 P.O. Box 1418
 Blowing Rock, NC 28605

10-28-16
 Date

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


 Margaret Pierce
 Watauga County Finance Director

AGENDA ITEM 10:

DISCUSSION OF STATE TRANSPORTATION IMPROVEMENT PLAN (STIP)

MANAGER'S COMMENTS:

Mr. Joe Furman, Planning and Inspections Director, will discuss with the Board the 2022-2031 State Transportation Improvement Program (STIP) projects. Mr. Furman is providing the information early so that the Board will have time to consider options. The County will be asked to submit four (4) new road and/or public transportation projects, plus greenway projects if the Board is so inclined.

The presentation is for information only at this time; therefore no action is required.



WATAUGA COUNTY

126 Poplar Grove Connector, Suite 201 Boone, NC 28607

Department of
Planning & Inspections

Phone (828) 265-8043
TTY 1-800-735-2962
Voice 1-800-735-8262
or 711
FAX (828) 265-8080

Memorandum

Date: June 12, 2019

To: County Manager, Board of Commissioners

From: Joe Furman

RE: State Transportation Improvement Program

The draft 2020-2029 State Transportation Improvement Program (STIP) is not yet adopted (will be this summer), but it is already time to begin thinking about the 2022-2031 STIP; the County will be asked to submit new projects in June. For purposes of the upcoming submittal, “new” means projects that have been previously submitted but were not included in the STIP, projects that are included in the STIP but are scheduled for the last 4 years of the STIP duration, as well as actual new projects. I am writing this memo now to give you the information early enough for you to have time to be thinking about projects before the County is officially asked to submit. The County will be asked to submit 4 new road and/or public transportation projects, plus greenway projects if desired. The Town of Boone will be able to submit 1 new project; previously the Town submitted the Daniel Boone Parkway, which made it into the STIP, but is included in the last 4 years. Therefore, it would need to be re-submitted by the Town or County; if not, it could be dropped from the next STIP. I am not certain the Town will re-submit it as it seems the Council may want to consider submitting improvements, including sidewalks, to Hwy 194 beginning in Perkinsville. We will need to know what project the Town intends to submit prior to making our choices, one reason for the extra lead-time of this memo.

I recently met with Boone Planning Director Jane Shook, David Graham of the High Country RPO, and Rob Weisz, who is the NCDOT Division 11 Corridor Development Engineer to review projects. Mr. Weisz provided insight on how to improve our submittals, primarily by reducing some of the requested road cross sections. Following is a review of the projects discussed, as well as a listing of projects included in the Comprehensive Transportation Plan not yet submitted. The projects are in no particular order.

- US Hwy 421, Vilas to Tennessee: Included in STIP, but not funded. Perhaps reduce cross section
- Middle Fork Greenway, Section 5: submitted, but not included in STIP

- NC Hwy 194, King Street to Howard's Creek Road: submitted, but not included in STIP. Perhaps reduce cross section from 4 lanes to 3 lanes plus sidewalks in at least a segment of the project
- 105 Bypass (NCSR 1107): submitted, but not included in STIP. Perhaps reduce cross section from 4 lanes to 3 lanes with 2 left turn lanes at north end; include as eventual part of Daniel Boone Parkway, or stand-alone if Parkway not submitted and/or funded.
- Daniel Boone Parkway: included in STIP, but not funded
- NC Hwy 105, end of funded section near Clark's Creek Road to US Hwy 221 in Linville: included in STIP, but not funded, submitted by Division 11. Perhaps reduce cross section from 4 lanes to 3 lanes. Will Avery County support/submit?
- US Hwy 321, Fairway Drive to Payne Branch Road – safety improvements: not included in STIP, submitted by Division 11. Perhaps reduce project limits
- Bamboo/Deerfield Rd intersection (3-way stop sign): submitted, but not included in STIP due to low crash rate. Perhaps expand project limits (e.g. Wilson Ridge Road to Camp Rock Road) as “modernization” project
- US Hwy 421 South/Old 421 South intersection (light at Food Lion): submitted, but not included in STIP. Fog is the major safety issue; some safety improvements have been made. Only sure solution is grade-separated intersection.
- Appalcart has substantial capital needs. These can be submitted as a package as 1 of the 4 projects allotted to Watauga County.

The following projects are included in the Watauga County Comprehensive Transportation Plan, but are not included as yet on any ranking lists or submittals.

- Hardin Street & Blowing Rock Road: upgrade.
- US Hwy 321, Vilas to Avery County: upgrade to expressway with bike lanes
- US Hwy 321, Boone to Blowing Rock: upgrade to expressway with limited access
- East King Street, Hardin Street to NC Hwy 194: upgrade to 6 lanes
- Bodenheimer Drive/Poplar Grove Road improvements: outlet for Bodenheimer Drive/ bypass curves on Poplar Grove Road
- Presnell School Road (NCSR 1125): second paved access to Beech Mountain
- Seven Devils Road (NCSR 1151): second paved access to Seven Devils

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AGENDA ITEM 11:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

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

Monthly Collections Report**Watauga County**

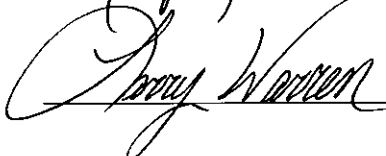
Bank deposits of the following amounts have been made and credited to the account of Watauga County. The reported

totals do not include small shortages and overages reported to the Watauga County Finance Officer

Monthly Report May 2019

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
General County					
Taxes 2018	140,440.95	26.18%	30,591,062.78	98.78%	98.67%
Prior Year Taxes	47,620.31		410,363.95		
Solid Waste User Fees	18,778.38	17.07%	2,539,859.62	97.85%	97.73%
Green Box Fees	NA	NA	NA	NA	NA
Total County Funds	\$206,839.64		\$33,541,286.35		
Fire Districts					
Foscoe Fire	2,586.95	21.31%	461,510.61	99.05%	98.91%
Boone Fire	3,460.72	16.86%	885,050.08	98.71%	98.67%
Fall Creek Service Dist.	39.39	6.79%	9,219.70	97.25%	98.75%
Beaver Dam Fire	3,506.73	56.37%	101,643.70	97.77%	97.94%
Stewart Simmons Fire	5,948.02	74.87%	227,682.76	99.25%	98.93%
Zionville Fire	635.34	15.12%	111,361.09	97.30%	97.22%
Cove Creek Fire	2,031.93	22.54%	234,899.24	98.25%	97.85%
Shawneehaw Fire	406.96	23.37%	97,311.95	99.37%	98.63%
Meat Camp Fire	1,930.77	20.78%	202,260.20	97.30%	97.47%
Deep Gap Fire	2,095.29	22.01%	186,301.12	98.26%	97.44%
Todd Fire	137.61	16.06%	60,859.34	99.03%	98.44%
Blowing Rock Fire	1,388.61	12.33%	475,131.31	98.61%	98.94%
M.C. Creston Fire	132.69	23.41%	5,831.92	93.93%	99.22%
Foscoe Service District	319.57	32.95%	73,116.87	99.17%	98.75%
Beech Mtn. Service Dist.	0.00	0.00%	1,603.04	99.50%	99.45%
Cove Creek Service Dist.	0.00	0.00%	324.15	100.00%	100.00%
Shawneehaw Service Dist	13.31	4.76%	6,135.18	95.84%	97.31%
	\$24,594.50		\$3,131,022.56		
Towns					
Boone	13,300.67	24.83%	5,809,940.26	99.40%	99.19%
Municipal Services	12.71	0.83%	130,591.67	98.89%	94.27%
Boone MV Fee	NA	NA	NA	NA	NA
Blowing Rock	NA	NA	NA	NA	NA
Seven Devils	NA	NA	NA	NA	NA
Beech Mountain	NA	NA	NA	NA	NA
Total Town Taxes	\$13,313.38		\$5,940,531.93		
Total Amount Collected	\$244,747.52		\$42,612,840.84		


Tax Collections Director


Tax Administrator

AGENDA ITEM 11:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

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

05/31/2019 15:39
Larry.Warren

WATAUGA COUNTY
RELEASES - 05/01/2019 TO 05/31/2019

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1722553 ABILITY ORTHOPAEDICS 1636 TATE BLVD HICKORY, NC 28602	PP 2016	62	05/31/2019			0	C02	.66
	119			C02			G01	.50
	TAX RELEASES no longer in watauga				6863			1.16
1722553 ABILITY ORTHOPAEDICS 1636 TATE BLVD HICKORY, NC 28602	PP 2017	59	05/31/2019			0	C02	.66
	119			C02			G01	.56
	TAX RELEASES no longer in watauga county				6864		C02L G01L	.07 .06
								1.35
1722553 ABILITY ORTHOPAEDICS 1636 TATE BLVD HICKORY, NC 28602	PP 2018	57	05/31/2019			0	C02	4.14
	119			C02			G01	3.57
	TAX RELEASES no longer in watauga county				6866		C02L G01L	.41 .36
								8.48
1767572 FOGGY GAP EXPRESS LLC 268 US HIGHWAY 221 DEEP GAP, NC 28618	PP 2018	1062	05/31/2019			0	F10	49.50
	2147			F10			G01	349.47
	TAX RELEASES TRUCK RETURNED TO FINANCE COMPANY				6858			398.97
1428200 HAMBY, DWAYNE RUSSELL 334 SMITH RD DEEP GAP, NC 28618	PP 2017	1401	05/31/2019			2,220	F10	1.11
	42604100			F10			G01	7.84
	TAX RELEASES SOLD MH IN 2015				6860			8.95
1428200 HAMBY, DWAYNE RUSSELL 334 SMITH RD DEEP GAP, NC 28618	PP 2018	1340	05/31/2019			2,220	F10	1.11
	42604100			F10			G01	7.84
	TAX RELEASES SOLD MH				6861			8.95
1590567 HODGES, JOEL BLAINE 451 PLEASANT VALLEY RD BANNER ELK, NC 28604	PP 2013	1902	05/31/2019			0	F01	1.42
	965421900			F01			G01	8.89
	TAX RELEASES Bank took MH 2012				6850		GB SWF	25.00 62.00
								97.31
1590567 HODGES, JOEL BLAINE 451 PLEASANT VALLEY RD BANNER ELK, NC 28604	PP 2014	3975	05/31/2019			0	F01	1.42
	965421900			F01			G01	8.89
	TAX RELEASES MH WAS TAKEN BACK BY BANK IN 2012				6851		SWF F01L G01L	80.00 .14 .89
								91.34

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WATAUGA COUNTY
RELEASES - 05/01/2019 TO 05/31/2019

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1590567 HODGES, JOEL BLAINE 451 PLEASANT VALLEY RD BANNER ELK, NC 28604	PP 2015 965421900 TAX RELEASES BANK TOOK MH IN 2012	3861	05/31/2019	F01	6853	0	F01 G01 SWF F01L G01L	1.42 8.89 80.00 .14 .89
								91.34
1590567 HODGES, JOEL BLAINE 451 PLEASANT VALLEY RD BANNER ELK, NC 28604	PP 2016 965421900 TAX RELEASES BANK TOOK MH 2012	3940	05/31/2019	F01	6854	0	F01 G01 SWF F01L G01L	1.42 8.89 80.00 .14 .89
								91.34
1590567 HODGES, JOEL BLAINE 451 PLEASANT VALLEY RD BANNER ELK, NC 28604	PP 2017 965421900 TAX RELEASES BANK TOOK MH 2012	3944	05/31/2019	F01	6857	0	F01 G01 SWF F01L G01L	1.42 10.03 80.00 .14 1.00
								92.59
1590567 HODGES, JOEL BLAINE 451 PLEASANT VALLEY RD BANNER ELK, NC 28604	PP 2018 965421900 TAX RELEASES BANK TOOK MH 2012	3787	05/31/2019	F01	6856	0	F01 G01 SWF F01L G01L	1.38 9.74 80.00 .14 .97
								92.23
1110642 MILLER, JACOB L AND DORIS 599 JAKES MTN RD DEEP GAP, NC 28618-9655	RE 2017 2940-21-8168-000 TAX RELEASES RECEIVES SENIOR EXEMPTION WHICH DID NOT SHOW UP ON THE 2017 TAX YEAR	46752	05/31/2019	F05	6862	47,201	F05 G01	40.12 166.62
								206.74
1768679 SAMMY J TRANSPORT 268 US HWY 221 N DEEP GAP, NC 28618	PP 2017 2473 TAX RELEASES NO LONGER OWNS	1000283	05/31/2019	F10	6859	0	F10 G01	.18 1.24
								1.42
DETAIL SUMMARY	COUNT: 14	RELEASES - TOTAL					51,641	1,192.17

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WATAUGA COUNTY
RELEASES - 05/01/2019 TO 05/31/2019

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2013	PP	F01	FOSCOE FIRE PP	1.42
2013	PP	G01	WATAUGA COUNTY PP	8.89
2013	PP	GB	GREEN BOX PP	25.00
2013	PP	SWF	SOLID WASTE PP	62.00
2013 TOTAL			97.31	
2014	PP	F01	FOSCOE FIRE PP	1.42
2014	PP	F01L	FOSCOE FIRE LATE LIST	.14
2014	PP	G01	WATAUGA COUNTY PP	8.89
2014	PP	G01L	WATAUGA COUNTY LATE LIST	.89
2014	PP	SWF	SOLID WASTE USER FEE	80.00
2014 TOTAL			91.34	
2015	PP	F01	FOSCOE FIRE PP	1.42
2015	PP	F01L	FOSCOE FIRE LATE LIST	.14
2015	PP	G01	WATAUGA COUNTY PP	8.89
2015	PP	G01L	WATAUGA COUNTY LATE LIST	.89
2015	PP	SWF	SANITATION USER FEE	80.00
2015 TOTAL			91.34	
2016	PP	C02	BOONE PP	.66
2016	PP	F01	FOSCOE FIRE PP	1.42
2016	PP	F01L	FOSCOE FIRE LATE LIST	.14
2016	PP	G01	WATAUGA COUNTY PP	9.39
2016	PP	G01L	WATAUGA COUNTY LATE LIST	.89
2016	PP	SWF	SANITATION USER FEE	80.00
2016 TOTAL			92.50	
2017	RE	F05	STEWART SIMMONS FIRE RE	40.12
2017	RE	G01	WATAUGA COUNTY RE	166.62
2017	PP	C02	BOONE PP	.66
2017	PP	C02L	BOONE LATE LIST	.07
2017	PP	F01	FOSCOE FIRE PP	1.42
2017	PP	F01L	FOSCOE FIRE LATE LIST	.14
2017	PP	F10	DEEP GAP FIRE PP	1.29
2017	PP	G01	WATAUGA COUNTY PP	19.67
2017	PP	G01L	WATAUGA COUNTY LATE LIST	1.06
2017	PP	SWF	SANITATION USER FEE	80.00
2017 TOTAL			311.05	
2018	PP	C02	BOONE PP	4.14
2018	PP	C02L	BOONE LATE LIST	.41
2018	PP	F01	FOSCOE FIRE PP	1.38
2018	PP	F01L	FOSCOE FIRE LATE LIST	.14
2018	PP	F10	DEEP GAP FIRE PP	50.61
2018	PP	G01	WATAUGA COUNTY PP	370.62
2018	PP	G01L	WATAUGA COUNTY LATE LIST	1.33
2018	PP	SWF	SANITATION USER FEE	80.00
2018 TOTAL			508.63	

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WATAUGA COUNTY
RELEASES - 05/01/2019 TO 05/31/2019

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RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR CAT CHARGE	AMOUNT
SUMMARY TOTAL	1,192.17

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WATAUGA COUNTY
RELEASES - 05/01/2019 TO 05/31/2019

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C02	2016	C02	BOONE PP	.66
C02	2016	G01	WATAUGA COUNTY PP	.50
C02	2017	C02	BOONE PP	.66
C02	2017	C02L	BOONE LATE LIST	.07
C02	2017	G01	WATAUGA COUNTY PP	.56
C02	2017	G01L	WATAUGA COUNTY LATE LIST	.06
C02	2018	C02	BOONE PP	4.14
C02	2018	C02L	BOONE LATE LIST	.41
C02	2018	G01	WATAUGA COUNTY PP	3.57
C02	2018	G01L	WATAUGA COUNTY LATE LIST	.36
			C02 TOTAL	10.99
F01	2013	F01	FOSCOE FIRE PP	1.42
F01	2013	G01	WATAUGA COUNTY PP	8.89
F01	2013	GB	GREEN BOX PP	25.00
F01	2013	SWF	SOLID WASTE PP	62.00
F01	2014	F01	FOSCOE FIRE PP	1.42
F01	2014	F01L	FOSCOE FIRE LATE LIST	.14
F01	2014	G01	WATAUGA COUNTY PP	8.89
F01	2014	G01L	WATAUGA COUNTY LATE LIST	.89
F01	2014	SWF	SOLID WASTE USER FEE	80.00
F01	2015	F01	FOSCOE FIRE PP	1.42
F01	2015	F01L	FOSCOE FIRE LATE LIST	.14
F01	2015	G01	WATAUGA COUNTY PP	8.89
F01	2015	G01L	WATAUGA COUNTY LATE LIST	.89
F01	2015	SWF	SANITATION USER FEE	80.00
F01	2016	F01	FOSCOE FIRE PP	1.42
F01	2016	F01L	FOSCOE FIRE LATE LIST	.14
F01	2016	G01	WATAUGA COUNTY PP	8.89
F01	2016	G01L	WATAUGA COUNTY LATE LIST	.89
F01	2016	SWF	SANITATION USER FEE	80.00
F01	2017	F01	FOSCOE FIRE PP	1.42
F01	2017	F01L	FOSCOE FIRE LATE LIST	.14
F01	2017	G01	WATAUGA COUNTY PP	10.03
F01	2017	G01L	WATAUGA COUNTY LATE LIST	1.00
F01	2017	SWF	SANITATION USER FEE	80.00
F01	2018	F01	FOSCOE FIRE PP	1.38
F01	2018	F01L	FOSCOE FIRE LATE LIST	.14
F01	2018	G01	WATAUGA COUNTY PP	9.74
F01	2018	G01L	WATAUGA COUNTY LATE LIST	.97
F01	2018	SWF	SANITATION USER FEE	80.00
			F01 TOTAL	556.15
F05	2017	F05	STEWART SIMMONS FIRE RE	40.12
F05	2017	G01	WATAUGA COUNTY RE	166.62
			F05 TOTAL	206.74
F10	2017	F10	DEEP GAP FIRE PP	1.29
F10	2017	G01	WATAUGA COUNTY PP	9.08
F10	2018	F10	DEEP GAP FIRE PP	50.61
F10	2018	G01	WATAUGA COUNTY PP	357.31
			F10 TOTAL	418.29

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WATAUGA COUNTY
RELEASES - 05/01/2019 TO 05/31/2019

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR YEAR CHARGE AMOUNT

SUMMARY TOTAL 1,192.17

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AGENDA ITEM 12:

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 - FY 2018/19
DATE: June 18, 2019

The following budget amendments require the approval of the Watauga County Board of Commissioners. Board approval is requested.

663740	350000	Solid Waste Tipping Fees		300,000
663991	399100	Fund Balance Appropriated		100,000
667420	469568	Contracted Services - Waste Hauling	380,000	
667420	469569	NC Solid Waste Surcharge	20,000	

To recognize additional projected solid waster tipping fees and contracted services-waste hauling above original budget.

104283	457006	Middlefork Greenway	50,000	
103980	398121	Transfer from Capital Projects Fund		50,000
219800	498010	Transfer to General Fund	50,000	
213991	399101	Appropriated fund balance		50,000

Per Board action 6/4/19; to allocate funds from CIP set aside funds for projects as requested by Economic Development Commission for the Middlefork Greenway.

103980	398121	Transfer from Capital Projects Fund		100,000
104920	463000	General Appropriation	100,000	
213991	399101	Appropriated Fund Balance		100,000
219800	498010	Transfer to General Fund	100,000	

Per Board action 2/5/19; to allocate funds from CIP set aside funds for projects as requested by the Economic Development Commission to be utilized by the Appalachian Theatre for furniture, fixtures and equipment.

104199	499100	Administrative Contingency		137,000
104283	457001	Capital Outlay - Land Improvements	137,000	

Per Board action 5/7/19; to replace the turf at one soccer field at the Ted Mackorell Soccer Complex.

AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Frontier Natural Gas Agreement

MANAGER'S COMMENTS:

At a previous Board meeting, staff discussed the option to run natural gas to the county detention center. The annual cost savings is \$4,660.88 and the total cost to run the line is approximately \$19,000. Frontier will provide a zero interest loan for thirty-six (36) months. Adequate funds are current in the FY 2019-2020 budget.

Staff requests the Board authorize the commercial agreement with Frontier Natural gas and begin the process of running the new line to the detention center.



COMMERCIAL AGREEMENT FOR NATURAL GAS SERVICE

Date: _____ Business/ Entity Name: _____

This acknowledges my request for Natural Gas Service for _____,
Street Address

_____, _____, _____, _____
Town / City County State Zip

I understand that I will be allowed up to 100 feet of service line at no charge **IF**

1. The estimated gas load is at least equivalent to central gas heating. If it does not I will be pre-informed of the cost and can revoke the agreement at that time.
2. I begin taking gas within (90) ninety days of the date Frontier Natural Gas Company installs the service line **and**
3. Natural gas is made available to the above noted address.

Additional Requirements:

If it becomes necessary for Frontier to bill me for the service line because I failed to start using gas within 90 days, the charges will include all cost incurred for installation. The billable footage will include all the service line installed beginning at the main distribution pipeline and continuing up to the riser / meter. I further understand that any payment made as a result of not using gas within 90 days of availability will remain the property of Frontier Natural Gas Company until I begin using gas. Funds collected will not accrue interest. If I do not begin gas service within 36 months of availability, I understand that I will not recover any payments that I have made.

Be advised that piping downstream of the meter is owned, operated and maintained by the customer. Please read and sign the attached "Non Maintenance of Customers' Piping" Notice.

Authorized By:(Print) _____ Authorized Signature: _____

Address: _____ City: _____ County: _____

State: _____ Zip: _____ Phone: () _____ - _____ SSN or FED ID: _____

Owner Manager Contractor Renter Other _____

(if the applicant is NOT the land owner, the land owner must agree and sign below)

I hereby authorize and grant Frontier Natural Gas Company right of way to serve natural gas to my property at the address below.

Owner: (Print) _____ Owner Signature: _____

_____, _____, _____, _____
Street Town / City State Zip

Owner's Address: _____

Contact Phone Number: () _____ - _____

The foregoing terms accepted by Frontier Natural Gas Company

Sales Representative: Kim Foley



APPLICATION FOR COMMERCIAL GAS SERVICE

Premise Information

Customer update only

Location/Address				<input type="checkbox"/> Prem already served	Prem I.D. _____
				SIC: _____	Acct No. _____
City	County	State	Zip	<input type="checkbox"/> Existing <input type="checkbox"/> New Const.	Tariff Rate: _____
				Tract/Parcel _____ Lot(s) _____	
Cross Street			Project No.	<input type="checkbox"/> Commercial	<input type="checkbox"/> Food Service <input type="checkbox"/> Industrial
				No. Buildings: _____ Stories: _____ Sq. Ft. _____	

CUSTOMER INFORMATION

Customer Name		Phone (w/area code)	Billing Name (if different)	Phone (w/area code)
Tax I.D.		Parent Company (if applicable):		
Mailing Address (Include apt or unit no. Not P.O. box)			City:	State
			Zip Code	
Person to be Contacted & Title:		Phone (w/area code)	Fax (w/area code)	Deposit Collected
Pager No. (with area code)	Cellular No. (with area code)	Email Address	Remarks	

CONTACT FOR PREMISE (If New Construction)

Name		Title	Relationship to Cust.		
Address		City	State	Zip	Phone (w/area code)

DATE FOR GAS FACILITY INSTALLATION

Premise/Site is ready now Est. Gas Construction start Date: ____/____/____ Est. final build-out Date: ____/____/____

GAS LOAD INFORMATION (Gas appliances & equipment being installed and associated load)

The following is REQUIRED to process your application

Please list all equipment (New & Existing)	NEW	EXISTING	Equipment Type	QUANTITY	Equipment Input per Unit (MBTU/hr.)	Operating Schedule			Type of Alternate Fuel (If applicable)	Equipment Function
						(Hrs/day)	(Days/wk)	(Mos./yr)		
Example:	X		Boiler	1	2,500	18	7	12	Propane	Space Heating
Item 1										
Item 2										
Item 3										
Item 4										
Item 5										
Item 6										
Item 7										

CUST SER MGR REVIEW: _____ **CREDIT SUPPORT REQ'D:** YES NO **AMOUNT:** \$ _____

MARKETING CONTACT NEEDED YES NO **TO BE COMPLETED BY OPERATIONS ONLY:**

Type of Installation to serve this request: <input type="checkbox"/> Exist OK <input type="checkbox"/> Main <input type="checkbox"/> Service <input type="checkbox"/> MSA <input type="checkbox"/> Stub(s) <small>(Check all that apply)</small>
Method of Installation: <input type="checkbox"/> Joint Trench <input type="checkbox"/> Gas-Only Trench Req Del Press: <input type="checkbox"/> 8" W.C. <input type="checkbox"/> 5 Pounds <input type="checkbox"/> Other: _____
Gas Installation Start Date: ____/____/____ Ready-to-serve date: ____/____/____ Contract mailed date: ____/____/____



AUTHORIZATION TO RELEASE CREDIT INFORMATION

Residential:

Name: _____ Date: _____

_____ , _____ , _____ , _____
Street Address City/ Town State Zip

Social Security Number: _____

Commercial:

Business Name: _____ Date: _____

_____ , _____ , _____ , _____
Street Address City/ Town State Zip

Type of Business

- Sole Proprietorship
- Partnership
- LLC
- Corporation

Social Security Number _____

Federal ID Number _____

DUNS Number _____

Please be advised that I wish to open a credit account with Frontier Natural Gas Company. I hereby authorize that a credit history report be released to Frontier Natural Gas Company by any applicable credit agency that Frontier may choose.

Signature

Date



NON-MAINTENANCE OF CUSTOMERS' PIPING NOTICE

Per 49 CFR, 192.16 Frontier Natural Gas Company is required to notify you that Frontier Natural Gas Company owns and maintains only the gas piping that delivers gas to the gas meter. Piping downstream of our meter, including buried yard line and the piping in the walls of buildings, is owned, operated and maintained by the customer, not Frontier Natural Gas Company.

Customers' piping that is not installed, operated and maintained properly can be a source of hazard due to corrosion and leakage. Customers should retain the services of a licensed plumber or heating contractor to periodically check their piping system to be sure it is gas-tight and free of corrosion. This is especially true for buried metallic piping, which can corrode quickly if exposed to the soil.

Corrosion, leakage or other unsafe conditions should be repaired promptly by a qualified professional.

If you are unsure of the safety of your gas piping, contact a licensed plumber or heating contractor, or call Frontier Natural Gas Company at 336-526-2690 for assistance. For your convenience, you may also call Frontier Natural Gas Company's toll free number: 800-537-2545.

Buried gas lines can also be damaged by excavating, including shallow excavating done by hand. Persons planning to excavate should contact North Carolina One-Call at 1-800-632-4949 a minimum of 48 hours prior to beginning the excavation(s). One-Call notifies companies having buried lines in the vicinity to locate their lines for you at no charge. It is your responsibility to carefully expose and protect buried lines in the area of your excavation.

SIGNATURE: _____ DATE: _____



**RATE SCHEDULE 111
SMALL GENERAL FIRM SERVICE**

APPLICABILITY

This rate schedule is available to commercial and small industrial customers who are primarily engaged in the sale of goods or services, manufacturing, schools, institutions, and governmental agencies, whose normal daily average natural gas use will not exceed 500 therms per day. Separate meters, separate accounts, and separate locations may not be combined for billing under this Schedule.

RATE

The applicable monthly facilities charge and the energy charge for this Schedule are set forth in the currently effective Rate Schedule 100 of this tariff, which is incorporated by reference.

The minimum monthly bill is the amount of the facilities charge. The facilities charge shall not be prorated for changes of service during a billing cycle.

PAYMENT OF BILLS

Bills are due and payable upon receipt and become past due 25 days after the billing date. A late payment charge of 1% per month will be added to all customers' balances of \$10 or more not paid within 25 days after the billing date.

A charge will be made for checks returned by the Customer's bank for insufficient funds. Reconnection charges will be made to restore service: (a) which was discontinued and reconnected at the request of the Customer at the same premises within the past year; or (b) which was discontinued for nonpayment of bills. These charges are set forth in the Company's approved Rules & Regulations.

RIGHT OF WAY

The customer shall at all times furnish Frontier a satisfactory and lawful right-of-way, at no cost to Frontier, through the customer's premises for Frontier equipment necessary or incidental to the furnishing of service. The customer shall also furnish satisfactory protection for Frontier equipment installed on the premises.

Frontier's obligation to supply service is dependent upon its' securing and retaining all necessary rights-of-way for delivery of such service. Frontier shall not be liable to the Customer for any failure to deliver service because of Frontier's inability to secure or retain such right-of-way.

A request for service and the customer's acceptance of such service from Frontier Natural Gas shall be deemed to be a granting to Frontier of an implied right-of-way over the premises.



Frontier Natural Gas Company's marketing representative, Kim Foley, has explained the process by which I may become a natural gas customer. I have signed all of the following documents:

- Service Agreement
- Authorization to Release Credit Information
- Non-Maintenance of Customer Piping

I have been given a copy of the following documents for my records.

- 111 Rate Schedule
- Current Rate & Charges Schedule
- Steps Required Prior to Meter Set and Turn On

I further understand that my rate classification, 111, is based on the information I submitted.

I have been informed that the current rate is subject to change.

I have been provided with copies of all signed documents.

I authorize to give my mailing address, phone number, email address information to the list of our preferred contractors for the sole purpose of contacting customer to give a cost of conversion / installations. Customer can use anyone that is licensed and certified that is not on the list if they choose.

I authorize Frontier Natural Gas Company to send my information to Contractors.

I wish to contact my own contractor (Don't release my information)

To: Frontier Natural Gas Company
 110 PGW Drive
 Elkin, NC 28621

Signature _____, _____ **Date**

Commercial Agreement For Contribution In Aid of Construction

Payment of CIAC Amount

Watauga Co Detention Ctr shall pay the CIAC Amount of \$19,000 over a 36 month period to Frontier Natural Gas Company, LLC pursuant to the Commercial Agreement For Natural Gas Service in that the proposed natural gas service at 184 Hodges Gap Rd, Boone, NC 28607 The project does not meet the gas load requirement nor the length of service requirement Failure to pay the CIAC Amount when due shall relieve Company of its obligations

Signature Required: _____

Frontier Natural Gas Company
NCUC Tariff

**Rates & Charges for Natural Gas Service
Applicable to Sales Rate Schedules in NCUC Tariff
(Referred to hereinafter as "Rate Schedule 100")**

<u>RATE SCHEDULE & DESCRIPTION</u>	<u>CHARGES*</u>
101 Residential Firm Service	
Facilities Charge	\$7.7400 per month
Energy Charge	\$0.8026 per therm
111 Small General Firm Service	
Facilities Charge	\$11.6100 per month
Energy Charge	\$0.7852 per therm
121 Poultry Growout Firm Service	
Facilities Charge	\$14.5200 per month
Energy Charge	\$0.7802 per therm
131 Intermediate General Service	
Facilities Charge	\$23.2200 per month
Energy Charge	\$0.7100 per therm
151 Large General Service	
Facilities Charge	\$193.5600 per month
Telemetry Charge**	\$72.5900 per month
Energy Charge	\$0.5915 per therm
152 Large General Transportation Service	
Facilities Charge	\$193.5600 per month
Telemetry Charge**	\$72.5900 per month
Energy Charge	\$0.1965 per therm
161 Large General Interruptible Service	
Facilities Charge	\$193.5600 per month
Telemetry Charge**	\$72.5900 per month
Energy Charge	\$0.5721 per therm
171 Interruptible Transportation Service	
Facilities Charge	\$193.5600 per month
Telemetry Charge**	\$72.5900 per month
Energy Charge	\$0.1771 per therm

* Subject to applicable Sales Tax

** Telemetry charge applicable to customers transporting within last 12 months

Issued By: Fred A. Steele - Presidnet and General Manager Frontier Natural Gas Company
Issued On: February 27, 2019; Docket No. G-40, Sub 151
Effective: March 1, 2019

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AGENDA ITEM 13:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. North Carolina Music Hall of Fame & Museum (NCMHOF) Request*****MANAGER'S COMMENTS:**

The North Carolina Music Hall of Fame & Museum (NCMHOF) is a 501(c)3 non-profit organization and museum based in Kannapolis, NC. They are hosting the 11th annual red carpet Induction Ceremony on October 17, 2019 from the Gem Theatre in Kannapolis, NC. Each year in October they celebrate bringing a brand new class of inductees. This year they are inducting Elizabeth Cotten, Merle Watson, Mitch Easter, Big Daddy Kane, and 9th Wonder into the NCMHOF.

The NCMHOF are reaching out to each city or in this case the county that these inductees are from to request their participation and representation for this statewide honor. Induction into the State's Hall of Fame is a major milestone in the career of a music industry professional. Since Deep Gap is considered an unincorporated community they are requesting the County to participate with the NCMHOF and its inductee.

NCMHOF is requesting the County participate in the following:

- Provide a proclamation in honor of Merle's induction to be presented at the Induction Ceremony
- Become a sponsor of our Induction Ceremony event at the \$1,000 or \$5,000 level
- Help us promote the Induction of Merle who is a native of your county (via website/social media)
- Provide an official statement to be used in our promotions

The NCMHOF has partnered with "Come Hear North Carolina" and the NC Dept. of Natural and Cultural Resources this year due to Gov. Roy Cooper's declaration of 2019 becoming the "Year of Music". The ceremony will be filmed by the NC Dept. of Natural and Cultural Resources for livestream and promotions will coincide with the campaign Come Hear North Carolina.

The Board may wish to request the TDA pay for the monetary contribution and the County completes the remaining requests. Staff seeks direction from the Board.

NC MUSIC
HALL OF FAME

*Induction
Ceremony*

OCTOBER 17, 2019

PRESENTED BY:



Bank OZK

ABOUT THE NCMHOF & INDUCTIONS

ABOUT THE NC MUSIC HALL OF FAME & MUSEUM:

The North Carolina Music Hall of Fame (NCMHOF), which is a 501(c)3 nonprofit organization, works to recognize, promote, and commemorate musicians, singers, songwriters, and producers from the state of North Carolina.

The NCMHOF has a beautiful museum located at 600 Dale Earnhardt Blvd. Kannapolis, NC 28081. The NCMHOF Museum exhibits memorabilia from those who have been inducted.

NCMHOF inductees are from all genres and all areas of the professional music industry and they have made an impact on American Music. Those inducted include: singers, songwriters, music producers, musicians, DJ's and music industry executives who have roots in North Carolina.

Exhibits showcase the musical career of each inductee by displaying their wardrobe pieces, signed albums, award albums, accessories, and much more



Eric Church performs at the 2015 Inductions.

ABOUT THE INDUCTION CEREMONY EVENT:

Inductions at the NC Music Hall of Fame are held annually with a celebration event to recognize and honor these legends who have helped to create N.C.'s rich musical heritage. The Induction Ceremony is a historical, entertaining, and educational evening honoring some of NC's most outstanding music makers with entertainment provided by NCMHOF inductees. The Induction Ceremony event is open to the public and all ages will enjoy being a part of this memorable night of music history!

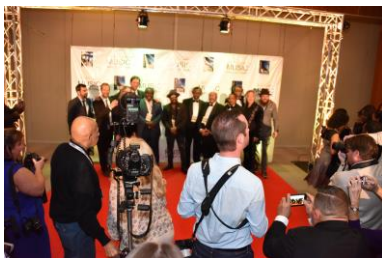
On Thursday, October 17, 2019 the NCMHOF will hold its 11th Annual Induction Ceremony in Kannapolis, NC:

For VIP's there will be a VIP Cocktail Reception at Kannapolis City Hall from 5:00pm-6:30pm. Hor d'Oeuvres will be served. Inductees will attend the reception as their schedules allow. Media will be in attendance as well. Following the VIP Reception, VIP guests will move to the Gem Theatre where the actual Induction Ceremony program will begin at 7:15pm. Trolleys will be available for VIP guests before and after the ceremony.

GA attendees will enjoy the Induction Ceremony only which begins at 7:15pm. Doors open at 6:30pm. Concessions are available. General reserved seats are in the balcony

An after party will be held at the NCMHOF Museum once the ceremony concludes. This is where attendees will get the first look at the new inductee exhibits and enjoy the museum. Inductees are invited and attend as their schedules allow.

Visit our website for more information: NorthCarolinaMusicHallofFame.org



2017 Inductees group photo at VIP Reception.



Gem Theatre in downtown Kannapolis.

ABOUT THE NORTH CAROLINA MUSIC HALL OF FAME 2019 INDUCTEES

With inductees and Hall of Fame board members in attendance, the 2019 inductee class was announced by NC Department of Natural and Cultural Resources Secretary Suzi Hamilton in a Press Conference May 2, 2019 at NC Music Hall of Fame Museum.

Press Release: NorthCarolinaMusicHallofFame.org & NCDCCR.gov

Press Conference Photos: [Facebook.com/NorthCarolinaMusicHallofFame](https://www.facebook.com/NorthCarolinaMusicHallofFame)



Elizabeth Cotton

Grammy Award winning blues and folk musician.
Born in Carrboro, North Carolina.

Merle Watson

Two time Grammy Award winning folk/bluegrass guitarist.
Born in Deep Gap, North Carolina.

Mitch Easter

Producer, musician, and songwriter.
Born in Winston-Salem, North Carolina.

9th Wonder

Hip-Hop producer, record executive, rapper, and lecturer.
Born in Winston-Salem, North Carolina.

Big Daddy Kane

Grammy Award winning hip-hop recording artist and actor.
From Raleigh, North Carolina.

NEW FOR Induction Ceremony 2019!

- Governor Roy Cooper has declared 2019 as the “Year of Music” and the 2019 inductees class were announced on May 2, 2019 Secretary Suzi Hamilton at the NC Music Hall of Fame Museum in a press conference.
- Past NC Music Hall of Fame inductees are scheduled to return to the 2019 ceremony as highlight guests! Those will be: Shirley Caesar & Kellie Pickler.
- For to year 2019, NC Music Hall of Fame has partnered with:



- From this partnership with the NC Arts Council, Come Hear NC, and the NC Department of Natural and Cultural Resources:
 - The 2019 ceremony will be filmed for live stream by the NCDNCR and added to the NCDNCR, Hall of Fame, and NC Arts Council websites.
 - The NC Arts Council will heavily promote the 2019 ceremony through their new music campaign called Come Hear NC which puts a spotlight on NC music.

SPONSORSHIP LEVELS

FOR THE

NORTH CAROLINA MUSIC HALL OF FAME

2019 INDUCTION CEREMONY

We hope you will consider becoming a part of music history by joining us to honor these incredible music makers on October 17, 2019. The following levels are available for you to choose from:

————— **\$500** —————

Complimentary Tickets - Your Company will receive:

- 2 free VIP tickets OR 4 free General Reserved tickets.

Advertisements - Your Company will:

- Receive a free half page ad in the Program Souvenir Book which will be given to all VIP attendees and inductees.

————— **\$1,000** —————

Complimentary Tickets - Your Company will receive:

- 4 free VIP tickets OR 8 free General Reserved tickets.

VIP Reception - Your Company logo will:

- Be displayed on the event's interactive social media wall at the VIP Reception where all VIP guests and many of the inductees will be attending.

On Stage Screen -Your Company logo will:

- Appear on the induction stage screen prior to the ceremony start at the Gem Theatre with an over 900 seat capacity.

Advertisement – Your company name or logo will:

- Be listed on the commemorative event poster.
- Be listed on the Hall of Fame social media pages with a minimum of 2 mentions.
- Receive a free full page ad in the Program Souvenir Book which will be given to all VIP attendees and inductees.

SPONSORSHIP LEVELS

FOR THE

NORTH CAROLINA MUSIC HALL OF FAME

2019 INDUCTION CEREMONY

\$5,000

Complimentary Tickets – Your Company will receive:

- 20 free VIP tickets OR 40 free General Reserved tickets.
- Additional tickets are available for you to purchase at a discount of \$10 off each ticket type.

VIP Reception – Your Company:

- Logo will be tagged and prominently featured on the event's interactive social media wall for the duration of the VIP Reception where all VIP guests and many of the inductees will be attending. The social wall can merge all your social handles, inductee handles, and attendee tagged photos using #2019induction.
- Logo will rotate on City Hall entry video screens.
- May have a presence at entrance with promos.

Ceremony & On Stage – Your Company logo will:

- Rotate on the induction stage screen prior to the ceremony start at the Gem Theatre which has an over 900 seat capacity.

Other Advertisements – Your Company name or logo will:

- Be placed prominently on the commemorative event poster and all other printed advertisements.
- Be listed and tagged on the Hall of Fame social media pages with a minimum of 6 mentions.
- Be recognized on the Hall of Fame website ticket page.
- Receive a free full-page ad in the Program Souvenir Book which will be given to all VIP attendees and inductees.

TITLIST SPONSOR \$8,000

Prominent placement of all items in the \$5,000 level PLUS:

- Your company name represented as title sponsor.
- Your company name/logo appearing at beginning and end of ceremony livestream that will be filmed by the NC Department of Natural & Cultural Resources.
- A large Step & Repeat with your company & HOF logos will be placed on the red carpeted sidewalk in front of the GEM Theatre. This will be used as a photo backdrop for inductees and attendees.
- Your company commercial to run on screen at the GEM Theatre prior to the ceremony start (60 second max. & provided by sponsor). Commercial may run during intermission (providing the program permits an intermission).
- Your company representative may welcome ceremony attendees on stage at the Gem Theatre.
- Event Trolleys will showcase your company name/logo banner as the official transportation of the 2019 Inductions.
- Your company name/logo prominently placed on NCMHOF homepage slider until December 31, 2019.
- Your company name/logo on promotions will be sent to Come Hear NC campaign website.

I WANT TO BE A PART OF MUSIC HISTORY!

If you would like to join us by supporting this memorable evening, please fill out this page and return to the North Carolina Music Hall of Fame Museum.

I would like to become a sponsor of the 2019 Induction Ceremony Amount: \$ _____

Company: _____

Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Name as you would like to appear on event promotions (add your social handles/social media presence):

_____ (please email your logo to adrian@northcarolinamusichalloffame.org)

Signature: _____

Date: _____



Email to: Veronica Cordle, veronica@northcarolinamusichalloffame.org

Mail to: 600 Dale Earnhardt Blvd. | Kannapolis, NC 28081

Have a Question? Call us at: (704) 934-2320

Make Checks Payable to: N.C. Music Hall of Fame

Thank you for supporting the NCMHOF Inductions

The North Carolina Music Hall of Fame Museum, which is a 501(c)3 nonprofit organization, works to promote, honor, and commemorate musicians, singers, songwriters, and producers from the state of North Carolina. The N. C. Music Hall of Fame is a 501(c)3 non-profit organization. Your contribution to the NC Music Hall of Fame may be tax deductible in part or full. NCMHOF EIN: 56-1898466

North Carolina MUSIC HALL OF FAME

2019 INDUCTIONS ARE PRESENTED BY:



Bank OZK

AND, ALSO MADE POSSIBLE BY THESE SPONSORS:



North
Carolina
Arts
Council
*Fifty years
of leadership*



**COME
HEAR**
NORTH
CAROLINA



HILBISH

SHOE SHOW
INCORPORATED

SHOE SHOW SHOE SHOW SHOE DEPT. SHOE DEPT. ENCORE

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AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Boards and Commissions

MANAGER'S COMMENTS:

Social Services Board

Ms. Dawn Ward's term on the Social Services Advisory Board is set to expire in August. Ms. Ward is willing to continue to serve an additional four-year term if so reappointed.

Anita.Fogle

From: Heather.Porch
Sent: Wednesday, June 12, 2019 8:47 AM
To: Anita.Fogle
Cc: Tom.Hughes
Subject: Dawn Ward

Hi Anita,

Tom has asked that we please add to the next Board of County Commissioners meeting:

- Dawn Ward will accept another 4 year term on the Department of Social Services Board, if approved by the commissioners.

Thank you,

Heather Porch

Watauga County DSS
132 Poplar Grove Connector, Ste. C
Boone, NC 28607
828-265-8100
heather.porch@watgov.org



AGENDA ITEM 13:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****D. Announcements*****MANAGER'S COMMENTS:**

The Boone Area Sports Commission will be hosting a Professional USL 2 Soccer Match at the Ted Mackorell Soccer Complex on Tuesday, July 9, 2019, 5:30 pm.

The 112th NCACC Annual Conference will be held August 22-24, 2019, in Guilford County. Visit <http://www.ncacc.org/775/2019-Annual-Conference> for full information. Please let Anita know if you plan attend.

Dr. Michelle Osborne, NC Department of Insurance Chief Deputy, will hold a Town Hall Meeting as a part of the Department's disaster response and recovery initiative on July 10, 2019, at 7:00 P.M. in the Watauga High School Auditorium.

The meeting will hold discussion on the following:

- What to do before, during and after a disaster so that residents' properties are protected and/or covered in the event of storm damage.
- The importance of flood insurance so that residents can alleviate the suffering from extreme property loss due to flooding like that which was experienced last year. Standard homeowners' insurance policies do not cover flood damage. It is important that everyone carries adequate insurance in order to recover after a disaster, and it is important for citizens to know that they have options regarding coverage.
- The NCDOI's vast functions and provide contact information in the event of any claim question.
- The Town Hall Meeting will also address concerns about denied health insurance claims and give information about the Department's SHIP program that assists people with Medicare questions.



061819 BCC Meeting
BOONE AREA SPORTS COMMISSION
870 W. King St Suite A
Boone, NC 28607
828-264-2225
Fax 828-264-6644
www.boonechamber.com
E-mail: roachel@boonechamber.com

FOR IMMEDIATE RELEASE

Contact: Roachel Laney (828)-264-2225

BOONE AREA SPORTS COMMISSION TO HOST PROFESSIONAL SOCCER MATCH

Ted Mackorell Soccer Classic to pit Tri-Cities FC vs. Tobacco Road FC July 9th

BOONE, NC – Professional soccer is coming to the High Country. The inaugural Ted Mackorell Soccer Classic takes place Tuesday, July 9th, at 5:30pm, pitting the **Tri-Cities Otters** (Johnson City, TN) against **Tobacco Road FC** (Durham, NC). The match will take place at the Ted Mackorell Soccer Complex in Boone and is organized through the Boone Area Sports Commission.

The Tri-Cities Otters and Tobacco Road FC each compete in the **USL League Two South Atlantic Division**. USL League Two is the leader in pre-professional soccer in the U.S. and Canada. The League holds a vital role as it continues to provide the elite platform for those pursuing professional careers domestically and internationally.

“We are excited to bring this type of showcase for the sport of soccer to the High Country,” said **Roachel Laney, Executive Director of the Boone Area Sports Commission**. “We’ve been working with the High Country Soccer Council, which includes representatives from **High Country Soccer Association, Watauga County Parks & Recreation, Watauga High School, and Appalachian State**, to enhance the visibility of soccer in our area. In one of our first meetings, the idea of hosting a professional game was discussed. We soon entered talks with Tri-Cities FC, and their President, David Strickland, agreed to bring the Otters to Boone to host a USL League Two match. We feel this event will show the type of soccer facilities we have at the Ted Mackorell Complex and will serve as an example to show other organizations what types of soccer events can be successful here.”

Tickets to the Ted Mackorell Soccer Classic are \$5 dollars per person and all gate proceeds will go to fund further turf and facility upgrades at the facility. Sponsorships for the event are still available by contacting the Boone Area Sports Commission at 828-264-2225.

Ted Mackorell is synonymous with soccer in the High Country. A 1982 graduate of Appalachian State, Mackorell was a standout goalkeeper for the Mountaineers, helping the team win four Southern Conference Championships while achieving a Top 10 national ranking. Mackorell would later serve as an assistant coach on the Men’s Soccer staff at Appalachian State. He was a long-time owner of Makoto’s Seafood & Steakhouse in Boone before he passed away after a courageous battle with cancer in November of 2005. The complex bearing his name serves as a hub of local soccer, hosting the High Country Soccer Association, Watauga County Parks & Recreation, and Appalachian State programs.

The Boone Area Sports Commission was established in early 2019 as a sports tourism arm of the Boone Area Chamber of Commerce. The mission of the organization is to foster, organize, promote, and conduct local, regional, national, and international sports competition and athletics in Watauga County. Among its early projects, the BASC assisted in the hosting of the Southern Conference Wrestling Championships at the Holmes Convocation Center at Appalachian State University in March of 2019.

For more information on the Boone Area Sports Commission, please contact Roachel Laney at (828) 264-2225 or by email at roachel@boonechamber.com

TED MACKORELL SOCCER CLASSIC

BOONE AREA SPORTS
COMMISSION

061819-BCC Meeting

PRESENTS



PROFESSIONAL USL 2 SOCCER
COMES TO THE HIGH COUNTRY

TRI-CITIES FC VS
TOBACCO ROAD FC

JULY 9 • 5:30 PM
TED MACKORELL SOCCER COMPLEX
BOONE, NC
ADMISSION - \$5

FOR TICKETS VISIT WWW.BOONECHAMBER.COM/SOCCER

AGENDA ITEM 14:

PUBLIC COMMENT

AGENDA ITEM 15:

BREAK

AGENDA ITEM 16:

CLOSED SESSION

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

Land Acquisition – G. S. 143-318.11(a)(5)(i)