

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

**TUESDAY, MARCH 15, 2022
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: February 17 & 18, 2022 Special Meeting March 1, 2022, Regular Meeting March 1, 2022, Closed Session		1
	3	APPROVAL OF THE MARCH 15, 2022, AGENDA		11
5:35	4	NEW RIVER CONSERVANCY PROPOSED LETTER OF INTENT	MS. CHELSEA BLOUNT	13
5:40	5	REQUEST FOR FUNDING FROM ECONOMIC DEVELOPMENT CAPITAL RESERVE ACCOUNT	MR. JOE FURMAN	15
5:45	6	PROPOSED PARKS AND RECREATION TRUST FUND (PARTF) GRANT APPLICATION FOR MIDDLE FORK GREENWAY	MR. JOE FURMAN	19
5:50	7	MAINTENANCE MATTERS A. Proposed Generator Maintenance Service Agreement B. Proposed Agreement for Roofing Design Services C. Proposed Contract for Weekend Parks Facility Cleaning	MR. ROBERT MARSH	23 31 43
5:55	8	REQUESTED APPOINTMENT OF HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) ADVISORY AND LEAD AGENCY	MS. ANGIE BOITNOTTE	55
6:00	9	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. LARRY WARREN	59 61
6:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Town of Beech Mountain EMS Agreement B. Proposed Blue Ridge Energy Utility Easement for Scale House Project C. Announcements	MR. DERON GEOUQUE	71 77 81
6:10	11	PUBLIC COMMENT		82
7:10	12	BREAK		82
7:15	13	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		82
7:30	14	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

February 17 & 18, 2022, Special Meeting (Annual Pre-Budget Retreat)

March 1, 2022, Regular Meeting

March 1, 2022, Closed Session

MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS SPECIAL MEETING

THURSDAY, FEBRUARY 17, 2022, & FRIDAY, FEBRUARY 18, 2022

The Watauga County Board of Commissioners held a special meeting on Thursday, February 17, 2022, and Friday, February 18, 2022, in order to conduct a budget retreat to review goals and objectives for the County. The meetings originated in the Commissioners' Board Room at the Watauga County Administration Building, Boone, North Carolina.

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

Lunch was provided at 12:00 P.M. Chairman Welch called the meeting to order on Thursday, February 17, 2022, at 1:12 P.M., welcoming those in attendance. Charlie Wallin arrived at 2:20 P.M.

The following topics were discussed:

Opening Remarks

Mr. Deron Geouque

Housing Needs Assessment Presentation

Mr. Michael Cooper and Mr. Patrick Bowen

FY 2022 Review and Discussion of FY 2023 Budget

Mr. Misty Watson

- A. Revenues
- B. Expenditures
- C. Debt Service Report
- D. Budget Calendar
- E. Special Appropriations

Review of Current Capital Improvement Plan (CIP)

Mr. Deron Geouque and Mr. Robert Marsh

- A. Current CIP Status Report
- B. Valle Crucis Elementary School
- C. County Facilities Assessment Update
- D. Courthouse Parking Deck
- E. Courthouse Roof Repairs Update
- F. Human Services and Law Enforcement Roof Replacement
- G. ARPA Projects/Funding
 - 1. COVID-19 Expenses I.E. Inmate Testing \$270,000

2. Law Enforcement Safety Gear	\$30,000
3. Broadband	\$7,750,000
4. Kill/Chill Water/Sewer	\$500,000
5. Valle Crucis School Water/Sewer	\$2,145,000
6. Undesignated ARPA Funding	\$216,724
7. Outside Agency Requests	

H. Library

I. School Facilities

Break from 3:49 P.M. to 4:02 P.M.

Sanitation Facility Upgrades

Mr. Rex Buck & McGill Associates

Animal Care and Control Ordinance

Mr. Eric Presnell

Appalachian District Health

Ms. Jennifer Greene

Watauga Medics

Mr. Craig Sullivan

A. Annual Report

B. Future Needs

A recess was declared at 6:01 P.M. The meeting reconvened on Friday, February 18, 2022, at 9:00 A.M.

Middle Fork Greenway Update

Ms. Wendy Patoprsty

Watauga TDA

Mr. Wright Tilley

2022 Revaluation

Mr. Larry Warren

Caldwell Community College & Technical Institute

Mr. Donnie Bassinger and Mr. David Holman

Break from 10:25 A.M. to 10:38 P.M.

School Board Funding Issues

Superintendent Dr. Scott Elliott, School Board Members: Mr. Marshall Ashcroft, Dr. Gary Childers, and Dr. Jay Fenwick, as well as Staff members: Ms. Ly Marze, Mr. Jeff Trexler, and Dr. Stephen Martin

A. FY 2023 Funding Needs

B. Schools' Capital Improvement Plan

Break from 11:47 A.M. to 12:17 P.M.

Public Safety and Emergency Communications Matters

Mr. Will Holt

A. Centralized Dispatch

B. Systems Update

Miscellaneous & Commissioner Matters

Mr. Deron Geouque

A. State Issues

B. Commissioner Matters

Wrap up, Goals, Objectives, and Board Directives

Budget Work Session are set for May 12, 2022, from 12:00 – 8:00 P.M. and May 13, 2022, from 9:00 A.M. to 1:00 P.M.

The County Manager concluded the retreat by reviewing the issues discussed and seeking direction from the Board for Fiscal Year 2022-2023.

The meeting adjourned at 2:10 P.M.

John Welch
Chairman, Watauga County Board of Commissioners

ATTEST:
Deron Geouque
County Manager

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, MARCH 1, 2022**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, March 1, 2022, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Chairman Welch called the meeting to order at 5:31 P.M. The following were present:

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

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

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the February 15, 2022, regular meeting and closed session minutes.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve the February 15, 2022, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve the February 15, 2022, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the March 1, 2022, agenda.

County Manager Geouque requested to add "Possible Action After Closed Session."

Vice-Chairman Kennedy, seconded by Commissioner Peralion, moved to approve the March 1, 2022, agenda as amended.

VOTE: Aye-5
Nay-0

APPALACHIAN THEATRE UPDATE

Mr. Keith Martin, Appalachian Theatre of the High Country (ATHC) Chair, thanked the Board for being the first governmental entity to show support. Mr. Martin announced that the ATHC topped the \$10 million goal of their capital campaign which allowed them to pay off loans. Now the ATHC would focus funds on daily operations. Mr. Martin stated that the ATHC also planned to create a Performance Subsidy Fund; in part with the Town of Boone, County of Watauga, and private funders; however, this would be a future request.

Vice-Chairman Kennedy suggested the back wall of the Theatre building as a good place for a professional mural. Mr. Martin stated that he would propose the idea to the Downtown Boone Development Association and Watauga County Arts Council.

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

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

STATE OF EMERGENCY (SOE) UPDATE

County Manager Geouque reviewed the County's current State of Emergency (SOE) and stated that the Governor planned to remove mask mandates for State facilities on Monday, March 7, 2022. The Town of Boone, Board of Education, and Town of Blowing Rock either were or already had lifted their mask mandates as well.

Each Commissioner shared thoughts regarding mask mandates.

County Manager Geouque stated that, if the Board lifted the current mask mandate for County facilities, it would be best for masks to still be worn in certain situations including at the County Jail, the clinical areas of the Health Department, and for employees and volunteers with the Project on Aging who entered client homes.

After lengthy discussion, Vice-Chairman Kennedy, seconded by Commissioner Welch, moved to terminate the County's current State of Emergency (which included the mask mandate) effective at 12:01 A.M. on Monday, March 7, 2022, with the County Manager to provide policy regarding the wearing of masks at the County Jail, in the clinical areas of the Health Department, and for employees and volunteers with the Project on Aging who entered client homes.

VOTE: Aye-5
Nay-0

2022 REVALUATION UPDATE

Mr. Ryan Vincent with Vincent Valuations presented an update on the 2022 Revaluation process and stated that values would continue to be monitored up until notices were mailed to homeowners around the 17th of March, 2022. The results of the revaluation process were based on 2,165 sales from 2021 with a Median Sales Ratio of 99.35. The Mean (average) Sales Ratio was 98.32 with a Coefficient of Deviation at 11.13.

Mr. Vincent reviewed the following jurisdictional change estimates which were based on taxable value: County Wide (46-51%), Boone (52-57%), Blowing Rock (39-44%), Seven Devils (53-58%), and Beech Mountain (82-87%). Overall countywide change was estimated to be between 46-51% with 82% of properties having a value higher than in 2014 and 18% of properties having a value lower than in 2014. 19% of all properties changed by +/-15% or less.

Mr. Vincent reviewed the appeal process, encouraged those with questions to call the Tax Office, and shared the following key dates:

Effective Date of Reappraisal	January 1, 2022
Reappraisal Notices Mail Date	March 17, 2022
Board of Equalization and Review	Convenes on April 5, 2022 (hearings to follow)
Deadline to Submit Real Property Appeals	5:00 p.m. on April 26, 2022
First Tax Bills Impacted by Reappraisal	Summer 2022

Mr. Vincent reiterated that the amount of property taxes owed would not be determined until the Board of Commissioners set the tax rate which would occur by June 30, 2022. The first tax bills impacted by the reappraisal would be mailed to property owners in the Summer of 2022.

The report was given for information only and, therefore, no action was required.

REQUESTED ALLOCATION FROM THE ECONOMIC DEVELOPMENT CAPITAL RESERVE ACCOUNT

Mr. Joe Furman, Planning and Inspections/EDC Director, stated that the Economic Development Commission (EDC) approved a \$10,000 allocation for the inaugural "Boonerang Music and Arts Festival," planned for June 18, 2022. The funds required Board of Commissioner approval to be allocated from the Economic Development Capital Reserve Account.

Commissioner Pertalion, seconded by Commissioner Turnbow, moved to approve the release of \$10,000 from the Economic Development Capital Reserve for the "Boonerang Music and Arts Festival" as presented by Mr. Furman.

VOTE: Aye-5
Nay-0

ANCIENT OAKS PRESERVE SUBDIVISION PERFORMANCE GUARANTEE

Mr. Joe Furman stated that, pursuant to Chapter 18, Article VIII, Section 3 of the Planning & Development Ordinance, the developer of Ancient Oaks Preserve had requested approval of a cash deposit of \$5,040.00, which was the estimated cost of gravel needed to finish the road, plus 20% as specified in the ordinance.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to accept the cash deposit of \$5,040.00 from the developer of Ancient Oaks Preserve for road completion as presented by Mr. Furman.

VOTE: Aye-5
Nay-0

PROPOSED AGREEMENT ON POTENTIAL VALLE CRUCIS SCHOOL BORROWING

Ms. Misty Watson, Finance Director, presented a proposed engagement letter with Parker Poe for services, at a cost of \$60,000, to provide for the financing of the debt for the new Valle Crucis Elementary School. Ms. Watson stated that the County had utilized Parker Poe for previous financing projects and was satisfied with the services provided. The County Attorney had reviewed the engagement letter.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the engagement letter with Parker Poe for the financing of debt for the new Valle Crucis Elementary School as presented by Ms. Watson.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Habitat for Humanity Road Request

County Manager Geouque stated that discussions were previously held with Habitat for Humanity regarding assistance from the County with construction of a new road which would allow additional sites for construction of housing. The discussion focused around the use of County forces as was previously done in lieu of a monetary contribution. Due to staffing shortages the County was unable to provide an in-kind services match; therefore, Habitat for Humanity requested a \$20,000 match, allocated from the Administrative Contingency Fund, for assistance with the road construction.

Commissioner Turnbow, seconded by Commissioner Pertalion, moved to allocate \$20,000, from the County's Administrative Contingency Fund, to Habitat for Humanity as matching funds for the construction of a new road.

VOTE: Aye-5
Nay-0

B. Boards and Commissions

County Manager Geouque presented the following for consideration:

Tourism Development Authority (TDA)

The terms of Mr. Tony Gray and Ms. Kim Rogers were scheduled to expire February 28, 2022. One of the seats must be occupied by someone representing a business that collects occupancy tax in Watauga County. The other seat does not have a restriction. Both were willing to continue to serve an additional three-year term if reappointed.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to waive the second reading and reappoint Mr. Tony Gray and Ms. Kim Rogers to three-year terms on the Tourism Development Board as presented.

VOTE: Aye-5
Nay-0

C. Announcements

County Manager Geouque announced the following:

- A four-session series to discuss the safety, accessibility, and affordability of housing in Watauga County will be held in March and April 2022. Information on the series is included in the packet.
- Budget Work Sessions are scheduled for Thursday, May 12, 2022, beginning at 12:00 noon and Friday, May 13, 2022, beginning at 9:00 A.M.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 6:58 P.M., Commissioner Pertalion, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Commissioner Pertalion, moved to resume the open meeting at 7:43 P.M.

VOTE: Aye-5
Nay-0

POSSIBLE ACTION AFTER CLOSED SESSION

County Attorney di Santi gave a brief summary of the County’s lawsuit against the Town of Boone regarding water allocations.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to execute the “Memo of Settlement Agreement” which will settle the lawsuit by the County against the Town of Boone regarding water allocations.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Wallin, seconded by Commissioner Peralion, moved to adjourn the meeting at 7:50 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE MARCH 15, 2022, AGENDA

Blank Page

AGENDA ITEM 4:

NEW RIVER CONSERVANCY PROPOSED LETTER OF INTENT

MANAGER'S COMMENTS:

Chelsea Blount, New River Conservancy, will discuss potential restoration work to Hardin Creek on the Watauga High School property. She will request a 50-foot buffer along Hardin Creek to repair damage to the streambank, stream channel, and floodplain. Staff contacted the school superintendent and no issue was noted.

Board approval is required to grant the 50-foot buffer along Hardin Creek to repair the streambank, stream channel, and floodplain.

LETTER OF INTENT

This Letter of Intent is made between New River Conservancy and:

Property Owner: Watauga County
Street Address: 814 West King Street
City/State: Boone, NC 28607

New River Conservancy (NRC) is requesting the landowner's statement of intent to guarantee that at least a 50' buffer along **Hardin Creek** will not be disturbed and the landowner will allow efforts to repair damage to the streambank, stream channel, and floodplain of **Hardin Creek**. The repair efforts are proposed to be funded by the **NC Land and Water Fund (NCLWF)**. NCLWF funding is contingent upon landowner(s) agreement to guarantee that at least a 50' buffer along the proposed streambank stabilization reach throughout the project area. New River Conservancy and the Property Owner agree:

1. If awarded in the fall of 2022, project tasks, including the restriction of deed, will not occur until after the award is made and the contract between NRC and NCLWF is executed.
2. If awarded, property owner grants permission to NRC and its contractors and agents to conduct streambank stabilization measures, which may include debris removal, streambank stabilization using rock, wood, and/or mulching and seeding, and/or channel relocation as funded by the NCLWF.
3. In accordance with NCLWF policy and procedures, the property owner agrees to guarantee that at least a 50' buffer on the Hardin Creek reach will not be disturbed.
4. NRC agrees to comply with local, state, and federal laws applicable to the work, and further agrees to exercise due care and caution in the performance of all work on the property.
5. This agreement does not provide confirmation that the subject site is eligible for NCLWF funding, nor does it encumber funds for any repair work at this site. The application for this site has been submitted but awards will not be made until Fall 2022.
6. Property owner agrees not to remove or modify constructed repairs, including vegetation.
7. It is expressly understood that this document is not legally binding. That the landowner is interested and willing to participate in the project, but should extenuating circumstances arise, landowner can willingly decide not to participate in the restoration project and subsequent restrictive covenant.

New River Conservancy Representative

Property Owner

By: _____

By: _____

Print: Chelsea Blount

Print: Deron Geouque

Date: _____

Date: _____

AGENDA ITEM 5:

REQUEST FOR FUNDING FROM ECONOMIC DEVELOPMENT CAPITAL RESERVE ACCOUNT

MANAGER'S COMMENTS:

Joe Furman, Planning and Inspections/EDC Director, will present a request from WRAL Digital Solutions in the amount of \$22,000.00. The EDC approved the request and recommends the funding come from the Economic Development Capital Reserve account.

Board approval is required to authorize the \$22,000 expenditure from the Economic Development Capital Reserve account.



031522 BCC Meeting
PO Box 404
Boone, NC 28607
(828)264-3082 (p)
(828)265-8080 (f)
TTY – Use 711
www.WataugaEDC.org

Memorandum

Date: March 10, 2022

To: Board of Commissioners, County Manager

From: Joe Furman

RE: Request for funding from Economic Development Capital Reserve account

This morning the Economic Development Commission voted to approve the attached proposal from WRAL Digital Solutions in the amount of \$22,000.00. The EDC recommends that the source of the funds be the Economic Development Capital Reserve account; this requires approval of the Board of Commissioners. I would like to request that at their March 15th meeting. Thanks.

WRAL Digital Solutions – Watauga County - Proposal & Agreement

Partner Information	WRAL Digital Solutions Information
<p>Watauga County Contact Name: Joe Furman Telephone: (828) 265-8043 Email: joe.furman@watgov.org</p>	<p>WRAL DS Representative: Dwayne Maddox Title: Strategic Business Development Telephone: 984-259-6100 Email: dmaddox@wral.com</p>
<p>Customer address: 126 Poplar Grove Connector, Suite 201 Boone, NC 28607</p>	<p>WRAL DS Finance Address c/o Business Office 2619 Western Blvd. Raleigh, NC 27606 Email: cbailey@wral.com</p>

Solutions
<ul style="list-style-type: none"> ● WRAL Spotlight Gold Campaign – \$15,000 <ul style="list-style-type: none"> ○ Six articles over six months (one per month) with the option to renew in month 4 at the same pricing being offered herein. ○ Asset gallery on the Spotlight section, WRAL TechWire Partners Page ○ Delivery on WRAL.com, WRAL TechWire, and Hometown Carolina (Added Value of runs on WRAL TW is \$1,500 (per article). ○ Supporting media: <ul style="list-style-type: none"> ■ Includes 200,000 targeted co-branded banner impressions on WRAL.com per article ■ Homepage rotation on WRAL.com, home screen placement on WRAL News app and placement in WRAL Headline newsletters for each article ■ Boosted social post on WRAL’s Facebook handle ■ Targeted digital ads promoting the articles on CBCAN or Facebook ■ Embeddable video option ● Video Production - \$7,000 <ul style="list-style-type: none"> ○ Our expert team of videographers and creative staff will script, produce and edit a highly effective video helping you deepen your connection with your target audience. ○ Concept: “Hometown Carolina.” <ul style="list-style-type: none"> ■ Expected duration: To be Scoped ■ Includes two rounds of revision prior to handoff ■ Embeddable in article content ■ Full rights to video lie with Zift Solutions ■ Final handoff will be made electronically through Sharefile

Billing Schedule

Dwayne Maddox
 Strategic Business Development
 WRAL Digital Solutions
 984-259-6100



Total	\$22,000	<p>50% to be collected in advance for Spotlight Campaign (\$7,500). Monthly billing schedule of \$1,250 per month to commence when campaign goes live (expected July 2022). 50% to be collected in advance for video production (\$3,500). 50% to be collected at handoff of approved project (\$3,500)</p> <p>Billing Schedule</p> <ul style="list-style-type: none"> ▪ February 2022 - \$3,500 (Video production) ▪ March 2022 - \$3,500 (End of production/Approval) ▪ July 2022 - \$7500 (Spotlight Gold Start) ▪ August 2022- \$1,250 ▪ September 2022- \$1,250 ▪ October 2022- \$1,250 ▪ November 2022- \$1,250 ▪ December 2022- \$1,250 ▪ January 2022- \$1,250
--------------	-----------------	--

The price reflected above is subject to change if project specifications change. Additions to the project outlined above that are not considered normal maintenance will be quoted and communicated directly to client for approval in advance. This Sales Order Form incorporates the Customer Terms and Conditions at <https://www.wraldigitalsolutions.com/client-terms-conditions/> ("Agreement"). Each party has executed this Sales Order by its duly authorized representative.

Watauga County

WRAL Digital Solutions

Signature

Signature

Printed Name

Dwayne Maddox

Printed Name

Title

Strategy & Business Development

Title

02/17/2022

AGENDA ITEM 6:

PROPOSED PARKS AND RECREATION TRUST FUND (PARTF) GRANT APPLICATION FOR MIDDLE FORK GREENWAY

MANAGER'S COMMENTS:

Mr. Furman will request Board permission to apply for a \$500,000 Parks and Recreation Trust Fund (PARTF) grant for construction of a park on the Middle Fork Greenway corridor on Jordan V. Cook Road. The County will be the applicant and the Blue Ridge Conservancy (BRC), will donate the land for the park to the County which will cover the required match.

Board action is required to authorize Mr. Furman to submit a grant application to the Parks and Recreation Trust Fund in the amount of \$500,000.



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: **March 11, 2022**
To: Board of Commissioners, County Manager
From: **Joe Furman**
RE: Request to apply for Park and Recreation Trust Fund grant

I would like to request permission at their March 15th meeting from the Board of Commissioners to apply in May for a \$500,000 Parks and Recreation Trust Fund (PARTF) grant for construction of a park on the Middle Fork Greenway corridor on Jordan V. Cook Road. As in the past, this would be a partnership between the County (as applicant) and the Blue Ridge Conservancy (BRC), which will donate the land for the park to the County; the value of the land will account for more than the required local match for the grant. No funding from the County is requested. BRC will provide the funds needed for construction in addition to the PARTF grant from various sources including Watauga TDA, donations, other grants, etc. A very preliminary budget is included in the attached request from BRC. We will clarify this with NC Division of Parks and Recreation, but it is possible the County will need to schedule a public hearing for the PARTF application. As applicant, and hopefully recipient, the County will need to administer the grant funds. BRC may also ask the County to be the applicant for other grant programs under these same conditions in the near future. Thank you.

The Middle Fork Greenway (Blue Ridge Conservancy) requests Watauga County to apply for NC PARTF in May 2022 for the development of a 32-acre tract along the Middle Fork Greenway corridor. This will become the Boone Gorge Park and once developed will connect to the existing Payne Branch Park and become another connection on the Middle Fork Greenway. We are working with the Appalachian State University Board of Trustees to gain a trail easement between these parcels.

The Boone Gorge Park will include 50 parking spots, approximately 2 miles of trail (asphalt, crushed concrete, natural surface), 2 bridges, stream restoration and fishing access, wetlands, outdoor classroom, and picnic area. This 32-acre park will eventually connect to the Watauga Medical Center in the Town of Boone.

Blue Ridge Conservancy has \$1,000,000 in hand (purchase price) for 32 acres located in the Middle Fork Greenway corridor. We are under contract and will close on April 28, 2022. Fundraising has begun to secure the additional \$1.5 million for construction. We have been working closely with our NCPARTF representative to apply for \$500K in May. After BRC retains ownership of the property this spring, design, engineering, and permitting will begin. Once all of the funding is raised, construction will begin with the goal of a grand opening in 2024. Blue Ridge Conservancy will transfer the property to Watauga County when the time is right to utilize its value for matching funds on grants.

PROJECT BUDGET:

<u>Revenue Source</u>	<u>Amount</u>	<u>Status</u>
Watauga Tourism Development Authority	\$500,000	funded
State of NC SCIF	\$500,000	funded
MFG Capital Account	\$200,000	funded
Other (private donors, TDA)	\$350,000	In progress
NC PARTF	\$500,000	In progress
NC Division of Water Resources	\$200,000	applying
NC Rec Trails Program	\$100,000	applying
Cannon Foundation	\$100,000	In progress
Truist Foundation	\$100,000	applying
Round Up for the Greenway	\$150,000	summer 2022

Total Revenue	\$2,500,000
----------------------	--------------------

<u>Expense Description</u>	<u>Amount</u>
Land acquisition	\$1,000,000
bridges	\$600,000
Parking and asphalt trail	\$250,000
natural surface trails (~2 miles)	\$250,000
stream restoration access and wetlands	\$300,000
Signage, picnic area, outdoor classroom	\$100,000

Total Expenses	\$2,500,000
-----------------------	--------------------

Blank Page

AGENDA ITEM 7:

MAINTENANCE MATTERS

A. Proposed Generator Maintenance Service Agreement

MANAGER'S COMMENTS:

Mr. Robert Marsh, Maintenance Director, will request Board approval for a contract with Cummins Sales and Service for generator maintenance services at the Recreation Center. The proposal is in the amount of \$22,706.40. Adequate funds are available to cover the expense.


Staff recommends the Board accept the proposal from Cummins Sales and Service in the amount of \$22,706.40 for generator maintenance.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director 

DATE: March 8, 2022

RE: Generator Maintenance at Recreation Center

Maintenance has received a proposal from Cummins Sales and Service for generator maintenance services at the Recreation Center. Cummins Sales and Service was the original contractor that installed the generator and serviced it during the warranty period.

Staff recommends the County accept the Cummins proposal in the amount of \$22,706.40 for generator maintenance.



3/4/2022

Watauga County Maintenance
 Parks and Recreation Dept
 814 W. King Street
 BOONE, NC 28607
 RE: Planned Maintenance Proposal

Dear Robert Marsh,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Planned Maintenance Agreements are "auto-renewed" annually prior to the end of your agreement. Should you have any questions or require additional information on this or any other subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

Art King

Art King
 Territory Manager - Planned Equipment Maintenance
 Office: (931) 704-5858
 Cell: (931) 704-5858
 Email: art.king@cummins.com



Cummins Inc.
 1211 Ault Road
 Knoxville, TN 37914
 Phone: (865) 523-0446
 Fax:

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer/Address	Customer Contact	Quote Information
Watauga County Maintenance Parks and Recreation Dept 814 W. King Street BOONE, NC 28607 Customer #: 357642 Payment Type: Pay As You Go	Name: Robert Marsh Phone: 828-264-9511 Cell: 828-264-1430 Fax: (828) 266-9694 E-mail: robert.marsh@watgov.org	Quote Date: 3/4/2022 Quote Expires: 5/3/2022 Quote ID: QT-10837 Quoted By: Art King Quote Term: 5 Year

Site Name: Watauga County Recreation Center
 (231 Complex Dr BOONE NC 28607)

Unit Name: ATS#1 BTPCB
 Make: Cummins
 Model: BTPCB
 S/N: I19M640562
 Size: 0kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	October	Annual ATS Level 2 Service	1	\$411.52	\$411.52
				Year 1 Total:\$411.52	
2	October	Annual ATS Level 2 Service	1	\$422.52	\$422.52
				Year 2 Total:\$422.52	
3	October	Annual ATS Level 2 Service	1	\$433.84	\$433.84
				Year 3 Total:\$433.84	
4	October	Annual ATS Level 2 Service	1	\$445.51	\$445.51
				Year 4 Total:\$445.51	
5	October	Annual ATS Level 2 Service	1	\$457.52	\$457.52
				Year 5 Total:\$457.52	

Unit Name: ATS#2 BTPCB
 Make: Cummins
 Model: BTPCB
 S/N: I19M640561
 Size: 0kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	October	Annual ATS Level 2 Service	1	\$411.52	\$411.52
				Year 1 Total:\$411.52	
2	October	Annual ATS Level 2 Service	1	\$422.52	\$422.52
				Year 2 Total:\$422.52	
3	October	Annual ATS Level 2 Service	1	\$433.84	\$433.84
				Year 3 Total:\$433.84	
4	October	Annual ATS Level 2 Service	1	\$445.51	\$445.51
				Year 4 Total:\$445.51	
5	October	Annual ATS Level 2 Service	1	\$457.52	\$457.52
				Year 5 Total:\$457.52	

Unit Name: Cummins 150KW
 Make: Genset
 Model: Cummins C150D6D
 S/N: I190637017
 Size: 150kW
 ATS Qty: 2
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	October	Inspection	1	\$649.55	\$649.55
1	April	Full Service	1	\$1,196.44	\$1,196.44
1	October	Loadbank (4 Hrs)	1	\$1,264.55	\$1,264.55
1	April	Lab Fuel, Oil and Coolant Tests	1	\$277.00	\$277.00
				Year 1 Total:\$3,387.54	
2	October	Inspection	1	\$663.97	\$663.97
2	April	Full Service	1	\$1,227.27	\$1,227.27
2	October	Loadbank (4 Hrs)	1	\$1,294.96	\$1,294.96

2	October	Battery	1	\$268.33	\$268.33
2	April	Lab Fuel, Oil and Coolant Tests	1	\$285.31	\$285.31
					Year 2 Total:\$3,739.84
3	October	Inspection	1	\$678.83	\$678.83
3	April	Full Service	1	\$1,259.03	\$1,259.03
3	October	Loadbank (4 Hrs)	1	\$1,326.29	\$1,326.29
3	April	Lab Fuel, Oil and Coolant Tests	1	\$293.87	\$293.87
					Year 3 Total:\$3,558.02
4	October	Inspection	1	\$694.13	\$694.13
4	April	Full Service	1	\$1,291.74	\$1,291.74
4	October	Loadbank (4 Hrs)	1	\$1,358.56	\$1,358.56
4	April	Lab Fuel, Oil and Coolant Tests	1	\$302.69	\$302.69
					Year 4 Total:\$3,647.12
5	October	Inspection	1	\$709.89	\$709.89
5	April	Full Service	1	\$1,325.42	\$1,325.42
5	October	Loadbank (4 Hrs)	1	\$1,391.79	\$1,391.79
5	October	Battery	1	\$293.21	\$293.21
5	April	Lab Fuel, Oil and Coolant Tests	1	\$311.77	\$311.77
					Year 5 Total:\$4,032.08

Year 1 Total:*	\$4,210.58
Year 2 Total:*	\$4,584.87
Year 3 Total:*	\$4,425.70
Year 4 Total:*	\$4,538.13
Year 5 Total:*	\$4,947.12

Total Agreement Amount:* **\$22,706.40**
**Quote does not include applicable taxes*



Cummins Inc.
 1211 Ault Road
 Knoxville, TN 37914
 Phone: (865) 523-0446

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
Watauga County Maintenance Parks and Recreation Dept 814 W. King Street BOONE, NC 28607 Customer #: 357642 Payment Type: Pay As You Go	Name: Robert Marsh Phone: 828-264-9511 Cell: 828-264-1430 Fax: (828) 266-9694 E-mail: robert.marsh@watgov.org	Quote Date: 3/4/2022 Quote Expires: 5/3/2022 Quote ID: QT-10837 Quoted By: Art King Quote Term: 5 Year

Total Agreement Amount:* **\$22,706.40**
**Quote does not include applicable taxes*

Total Agreement Amount Does Not Include Applicable Taxes. Please Email cpspm@cummins.com for invoice total prior to sending payment.

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. Details of this provision are listed in the "Planned Equipment Maintenance Agreement Terms and Conditions". If you do not wish to participate in the auto renew option, please check the box below to opt out.

Opt out of Automatic Renewal.

Selection Required for Load Bank Test
 Readings will be taken every 15 minutes, unless otherwise specified.
 *If no selection is made, we will perform this option by default

*Combined Annual and 36 Month Load Bank Test, NFPA 110, 8.4.9 The generator set will be loaded to a load factor of not less than 50% of the EPS kW nameplate rating for 30 minutes, load will then be increased to a load factor not less than 75% of the EPS kW nameplate rating for 60 minutes. The remaining 2.5 hours the generator will be loaded to a load factor of not less than 30% of the EPS kW rating for a total run time of 4 continuous hours.

30% of the EPS nameplate kW rating for 30 minutes, followed by 50% of the EPS nameplate kW rating for 30 minutes, followed by 75% of the EPS nameplate kW rating for 180 minutes for a total of 4 continuous hours

80% of the EPS nameplate kW rating for 4 continuous hours

Other – Please Specify _____

Please return signed agreement to:
 Cummins Inc.
 Attn: Planned Maintenance Department
 155 Rittenhouse Circle
 Bristol, Pennsylvania 19007
 Email: cpspm@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

Customer Approval (Quote ID QT-10837) **Cummins Inc. Approval**

Signature: _____ Signature: _____

Date: _____ Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. *AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator Planned Equipment Maintenance INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

AGENDA ITEM 7:**MAINTENANCE MATTERS*****B. Proposed Agreement for Roofing Design Services*****MANAGER'S COMMENTS:**

The County recently received a SCIF grant in the amount of \$100,000 to reroof the Hunger and Health Coalition building. The County contacted SKA Architecture as they designed the roofing project for the structure in the late 1980's. SKA submitted a proposal in the amount of \$33,900 for design services.

Due to SKA's working knowledge of the project and previous work; staff would recommend the Board exempt this project from N.C. General Statute 143-64.31 and select SKA for the final design, bidding, and construction administration as they would be the most qualified for the project. Upon completion of the design, the County will proceed with the bid process providing the Hunger and Health Coalition and County have agreed upon funding the construction of the proposed project.

Board approval is required to exempt the project from N.C. General Statute 143-64.31 and select SKA for the final design, bidding, and construction administration for the Hunger and Health Coalition project in the amount of \$33,900.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director 

DATE: March 8, 2022

RE: Roofing Design Services

BACKGROUND

The Hunger and Health Coalition contacted the County for assistance in a proposed reroofing project after learning they had been awarded a \$100,000 grant for reroofing the building. The County contacted SKA Architecture to determine if they had interest in designing the reroofing project. SKA was the first choice because of their experience in designing a roofing project for the structure in the late 1980's.

The scope of the roofing project will be designed as a membrane-type of new roof with new downspouts and gutters. Upon completion of design, the Country will proceed with the bid process providing the Hunger and Health Coalition and County have agreed upon funding the construction of the proposed project. The County has made no estimates of the cost of the project to date. SKA will provide a good faith estimate as part of their scope of services.

FISCAL IMPACT

Watauga County will be reimbursed through grant funds for design fees paid to SKA.

RECOMMENDATION

Staff recommends the County accept the \$33,900 lump sum proposal from SKA Consulting Engineers for roofing design services and construction administration.

CHARLOTTE, NC – Office

4651 Charlotte Park Drive
Suite 150
Charlotte, NC 28217-1191



t: 704 424 9663
f: 704 242 9665
www.skaeng.com

February 28, 2022

Watauga County Maintenance
274 Winklers Creek Road, Suite B
Boone, North Carolina 28607

Attention: Mr. Robert Marsh | Facilities Project Manager
Via email: Robert.Marsh@watgov.org

Reference: Proposal for Engineering Services – Design, Bidding Assistance and Construction Contract Administration – Roof Replacement – Watauga County Hannah Building
141 Health Center Drive – Boone, North Carolina 28607
SKA Proposal 2022-012-050

Dear Mr. Marsh:

SKA Consulting Engineers, Inc. (herein 'SKA') appreciates the opportunity to provide this proposal to Watauga County Maintenance (herein 'Client') to perform design, bidding assistance and construction contract administration services associated with roof replacement at the referenced facility.

Background Information

The two-story building has a main upper roof area and four low-roof areas totaling approximately 13,300 square feet. Drawings indicate that a roof replacement was performed circa 1988 and indicate that most of the main roof area is structurally sloped with tapered insulation being utilized only at the west portion of the roof. Based on historic satellite imagery, it appears that a roof replacement may have occurred sometime between 2009 and 2013.

Proposed Scope of Services

SKA proposes to perform the following scope of services:

1. Onsite Assessment to Inform Design: For preparation of Design Documents, visit the building to conduct a limited visual review to confirm conditions and gather information relevant to the design. The review will consist of the following:
 - a. A general visual review from the roof level of the building with the primary focus on existing exposed conditions that would impact the roofing replacement.
 - b. With the assistance of a contractor (cost not included in this proposal), remove core samples at three to five locations to determine the existing roof assemblies.
 - c. Take measurements (as required), note, and confirm construction conditions for the purpose of assisting in the development of Design Documents.

QUALITY. INTEGRITY. INNOVATION.

Structural Mechanical–Electrical–Plumbing–Fire Protection Building Solutions–Roofing–Waterproofing



2. Design Documents

- a. Develop Construction Documents (technical specifications and detailed drawings) for use in obtaining bids and for use in subsequent construction.
- b. Submit 95% Construction Documents to the Client for review.
- c. Incorporate Client comments into Bidding Documents.

3. Bidding Assistance

- a. Attend a pre-bid meeting with the Client and potential bidders.
- b. Prepare addenda with clarifications during the bid period, if warranted.
- c. Issue a bid tabulation to the Client to assist in selection of a contractor.

4. Construction Contract Administration

- a. Provide final sealed Construction Documents and assist the Client in preparation of the Construction Contract.
- b. Conduct a pre-construction meeting with designated Client Representative(s) and the Contractor.
- c. Review Contractor submittals.
- d. Review and process Contractor Pay Applications, Change Orders, and other administrative documents during the construction process.
- e. Provide a representative to perform three site visits to review the Contractor's work for conformance to the Construction Documents. These site visits will be performed near the start, at mid-point, and near completion of construction. We will issue a written field observation report following each site visit. Work identified as non-compliant will be brought to the attention of the Contractor and the Client. Observations will be limited to visible portions of the work and will not include observation of all work.
- f. Design modifications and new details required to accomplish the intent of the design will be provided for locations where existing conditions are identified that require modification.
- g. Testing of the new construction materials, as well as special inspections, are excluded from this contract.
- h. Perform a final inspection of the work.

Proposed Compensation

SKA proposes to provide the scope of services outlined above a lump sum fee of \$33,900.

Please note that the cost for Contractor assistance during design is not included in SKA's fee.



Please note that SKA will be self-performing the engineering services and does not have M/WBE status.

Limitations, Exclusions and Clarifications

SKA hereby specifically stipulates the following limitations, exclusions and clarifications regarding our proposed scope of services:

1. All services provided by SKA are subject to SKA General Conditions of Service (attached). If there is a conflict between SKA General Conditions of Service and any other part of the Agreement, the provisions of SKA General Conditions of Service shall take precedence.
2. SKA services are limited to the building components listed herein. Review of primary structural, mechanical, electrical, plumbing, site/civil, architectural, ADA, etc. components is excluded. No review of adjacent or adjoining buildings, structures, etc. is included.
3. SKA will not be responsible for events or conditions beyond our control (such as unsuitable weather, directives from the Client, failure of access equipment, etc.) that alter, delay, or extend the schedule for the proposed services.
4. One or more qualified contractors are required to remove samples, to remove components, to repair sample removal locations, to replace components removed, and other services as required to facilitate SKA's performance of services described in the proposed scope of services. This proposal does not include the services of the qualified contractor(s). All qualified contractors are to be retained and compensated by the Client. All equipment provided by qualified contractors is to be provided and operated in a safe and OSHA compliant manner. All actions performed by the contractor must comply with all OSHA requirements for construction sites.
5. The qualified contractor(s) will be responsible for repairing and reinstalling all removed components in a manner that is agreeable to the Client.
6. It is important to note that deterioration of building components is an ongoing process. SKA specifically disclaims all responsibility for damage, injury or loss of life that occurs due to failure to implement the recommendations of SKA.
7. The number of site observation visits proposed for this project is to be considered as a minimum recommendation under favorable roofing construction circumstances. Additional site visits for meetings, review of unforeseen conditions, attending to Contractor defects and deficiencies, etc. are not included in the proposed fee. Should any of these circumstances or similar arise, SKA would expect additional compensation for services rendered of \$1,400 per additional visit above the three included.
8. SKA is not qualified to perform any services necessary to identify or evaluate the existence or presence of micro-organisms or myco-toxins including, but not limited to, mold, mold spores or substances commonly referred to as mildew (all referred to collectively hereafter as "mold"). SKA disclaims all liability related to or arising out of claims related to or arising out of mold or any action taken or not taken by any party with respect to mold. By executing this Agreement, the Client, for itself and all associated persons and entities, releases SKA and its agents, employees, officers, and insurers from any and all claims, or liability of any type in any way related to or associated with mold.



9. The project drawings will be developed in AutoCad format and may include .pdf and/or photo images to convey the work.
10. SKA is not qualified to identify, evaluate or abate any hazardous materials (lead, asbestos, PCB's, etc.) within scope areas or components that may be disturbed or contacted during additional testing, assessment and/or construction related activities. SKA requests confirmation that no hazardous materials are contained in any components that might be disturbed by this evaluation. Testing by a third-party industrial hygienist should be conducted to provide confirmation. SKA disclaims all liability related to or arising out of claims related to or arising out of mold or hazardous materials, or any action taken or not taken by any party with respect to hazardous materials. By executing this Agreement, the Client, for itself and all associated persons and entities, releases SKA and its agents, employees, officers, and insurers from any and all claims, or liability of any type in any way related to or associated with mold or hazardous materials. The Client shall engage and compensate a qualified third-party industrial hygienist to perform the testing and provide a summary report for informing the project.
11. SKA's services and fees include one bid period. Additional bidding services (such as re-bidding, etc.) will be billed by SKA on a lump sum basis at \$1,200 per re-bidding period.
12. SKA's services and fees include work within a single phase. The fees may increase if the scope of the construction is altered. Value engineering, inclusion of alternative scopes of work, phasing or redesign caused by additional or changing requirements, will be billed by SKA on an hourly basis consistent with SKA's standard billing rates.
13. Special inspections, if required by the specifications, are excluded from this contract.

SKA appreciates the opportunity to provide this proposal for engineering services. Please let us know if you have any questions regarding this proposal.

If this proposal is acceptable, please sign the attached Proposal Authorization and return a complete copy of this proposal to us.

Respectfully submitted,

SKA Consulting Engineers, Inc.

A handwritten signature in black ink, appearing to read 'Logan M. McCraw'.

Logan M. McCraw, EI
Engineering Intern 2
Charlotte Building Solutions Group

A handwritten signature in black ink, appearing to read 'Jeffrey S. Miller'.

Jeffrey S. Miller, PE
Principal Engineer 3 | Vice President
Building Solutions Director

Attachments: Proposal Authorization
SKA General Conditions of Service

cc: Scott Singleton, PE, RRC – Greensboro Building Solutions Group
LeAnn Rasmusson – Controller
Tracy Scott – Assistant Controller



Proposal Authorization

The Terms and Conditions of this Agreement (SKA Proposal 2022-012-050) and the attached General Conditions of Service are acceptable to Watauga County Maintenance:

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Please return one executed copy of this Agreement to our office. This proposal is valid for sixty (60) days from date of issue.



GENERAL CONDITIONS OF SERVICE

These General Conditions of Service are incorporated by reference into the foregoing Letter Proposal from SKA Consulting Engineers, Inc. ("SKA"), and shall be part of the Agreement under which services are to be performed by SKA for Client. The term "Agreement" shall mean the Letter Proposal from SKA, these General Conditions, any Fee Schedule and/or Schedule of Limitations/Exclusions that may be included in or attached to the Letter Proposal, and any other contract documents executed by SKA and Client.

Section 1: Scope of Services. The scope of services shall include all services provided by SKA, in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of SKA's obligations under the Agreement. It is understood that the scope of services and the schedule, if any, set forth in the Letter Proposal are based on information provided by or on behalf of Client. In performing its scope of services, SKA may rely upon information supplied by or on behalf of Client, the contractors or consultants involved in the project upon which SKA's services are being provided ("the Project"), and information available from generally accepted reputable sources, without independent verification of this information by SKA. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of services and the schedule and charges for performing the scope of services may change, even as the work progresses.

Section 2: Client's Duties / SKA's Right of Entry / Project Safety. To allow SKA to perform the scope of services, Client shall, at no expense to SKA: (a) provide all information regarding Client's requirements and operations necessary for the orderly progress of SKA's work; (b) designate a representative with authority to transmit and receive instructions and information, and to interpret and define Client's policies and requests for services; (c) provide a safe environment on and around the Project for SKA's work; and (d) provide access to publicly and privately owned property as required for SKA to perform the work, including the use of scaffolds or similar mechanical contrivances. Client grants to SKA, and its consultants and independent contractors, the right to enter the Project and property owned by Client and/or others in order for SKA to perform its work on the Project. Client agrees to obtain all legal rights-of-entry required for SKA to perform its work on the Project, and to hold harmless, indemnify and defend SKA from any alleged damages as a result of any unauthorized entry. SKA will perform work only under conditions deemed safe by SKA's personnel. Client will compensate SKA for any safety or security measures required by hazardous or unsafe job conditions. SKA is not responsible for the safety of other persons or property.

Section 3: Documents. All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SKA shall remain the property of SKA. SKA shall store documents relating to SKA's services under the Agreement for a reasonable time after the completion of SKA's services. SKA will exercise reasonable care in safeguarding these documents, but disclaims any liability for loss of or damage to the documents. Client agrees not to use SKA-generated documents for marketing purposes, nor to use such documents for projects other than "the Project", without SKA's express written authorization. Review and authorization are essential because of the different circumstances associated with such use, including the passage of time.

Client agrees to waive any claim against SKA and to defend, indemnify and hold harmless SKA from any claim or liability for injury or loss or otherwise arising from any party's unauthorized reuse of documents prepared by SKA.

Section 4: Samples. Soil, rock, water and/or other samples obtained from the Project are the property of Client. SKA will have no obligation to maintain or preserve such samples after the completion of SKA's services under the Agreement. SKA shall immediately dispose of all samples unless Client instructs SKA otherwise in writing. Client is responsible for charges for storage by SKA of samples requested by Client. If requested by Client to store samples, SKA will exercise reasonable care in such storage, but disclaims any liability for loss of or damage to samples. In any event, if any such samples are contaminated by hazardous substances or suspected hazardous substances, it shall be Client's sole responsibility to immediately arrange for the lawful disposal of such substances, including the removal of all contaminated samples from the custody of SKA and transporting them to a lawful disposal site. SKA is entitled to dispose of all samples if storage charges are not paid within 45 days of invoice date.

Section 5: Hazardous Materials. "Hazardous materials" includes, but is not limited to, any substance, waste, oil, asbestos, lead, pollutant (including mold and mildew) or contaminant, in whatever form, now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. The scope of services for this Agreement does not include, and expressly excludes, any responsibility for detection, remediation, accidental release, or any services relating to hazardous materials. If SKA encounters, or reasonably suspects that it has encountered, hazardous materials on the Project, SKA shall cease



activity on the Project and promptly notify Client. Client shall initiate action, where appropriate, to identify and investigate the nature and extent of hazardous materials on the Project, and to abate and/or remove the same as may be required by federal, state or local law now existing or hereinafter enacted or amended. Unless otherwise specifically provided in writing, the services to be provided by SKA do not include identification of hazardous materials, and SKA has no duty to identify or attempt to identify the same on the Project. It is further understood and agreed that the services of SKA may be uninsurable as a result of the presence or potential presence of hazardous materials on the Project. If such circumstances arise, Client agrees to hold harmless, indemnify and defend SKA, its employees, consultants, independent contractors and agents, from and against any and all claims, lawsuits, damages, liability and costs, including but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous materials.

Section 6: Construction Observation Services. When construction observation services are included in the Agreement, SKA will provide personnel to make periodic observations to determine if construction is in general compliance with the contract documents. Client understands that SKA is not a guarantor or insurer of the work of the contractor or any of its subcontractors. Client understands that the contractor is solely and exclusively responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor and its subcontractors and suppliers, including the methods and means of construction; supervision of personnel and construction; control and operation of machinery; falsework, scaffolding and other temporary construction aids; safety in, on and about the site; and compliance with all OSHA and other applicable state and local governmental agency regulations. SKA's monitoring of the contractor's performance expressly excludes and specifically disclaims any responsibility for review or observation of the adequacy and sufficiency of the contractor's safety measures or of safety conditions on the Project.

Section 7: Standard of Care. Services performed by SKA under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality and under similar circumstances. No other representation, warranty or guaranty, expressed or implied, is included or intended in this Agreement, or in any report, opinion, document, or otherwise provided by SKA to Client.

Section 8: Suspension or Termination of Work. Client may, at any time and for any reason, suspend further services by SKA immediately upon SKA's receipt of written notice from Client. However, Client shall nonetheless remain liable for and shall promptly pay SKA for all services rendered to the date upon which SKA receives the written notice of suspension, plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and fees or expenses charged as a result of commitments made to others by SKA on Client's behalf. If payment of SKA's invoices by Client is not made when due, SKA may, upon seven days' written notice to Client, suspend performance of services under this Agreement. If payment in full is not received by SKA within seven days of the date of the notice, the suspension shall take effect without further notice. SKA shall not resume services until payment of SKA's invoices are brought current. If SKA's invoices are not brought current within thirty days of the date of the notice, SKA may terminate this Agreement, under which circumstances Client will be liable to SKA for the amounts set forth above associated with Client's termination of the Agreement, plus the reasonable profit anticipated by SKA had SKA fully completed its work under the Agreement, and any other costs or expenses incurred as a result of SKA's cessation of work on the Project. SKA shall have no liability to Client or others for delay or damage caused because of such suspension of services. Client agrees to indemnify, hold harmless and defend SKA from and against any and all claims or liability arising or resulting from any suspension of services.

Section 9: Insurance / Liability. SKA carries workers compensation, general liability and professional liability insurance in amounts consistent with industry standards for firms our size with our average project sizes and annual billings. SKA will furnish appropriate insurance certificates to Client upon request. In the event Client requests that SKA acquire insurance coverage beyond SKA's normal levels of coverage, Client will pay SKA the costs associated with the acquisition of the additional coverage, plus a 10% administrative fee. If for whatever reason SKA cannot reasonably acquire the additional coverage requested by Client, Client agrees that SKA's normal coverage types and amounts are acceptable to Client. Client understands and agrees that SKA's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorneys' fees and legal expenses, arising out of or in any way related to the Project or this Agreement from any cause or causes, including, but not limited to, SKA's negligence, errors, omissions, breach of contract, or breach of warranty shall not exceed the total amount recoverable from SKA's insurance. Client also understands and agrees that SKA's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorneys' fees and expenses, as described above which is not covered by insurance coverage, shall not exceed the total of SKA's fees for the services rendered to Client on the Project. SKA shall not be liable for any reason for special, indirect or consequential damages, including loss of use



and lost profit. SKA shall take reasonable precautions to minimize damage to Client's property and/or to property owned by others during the conduct of any SKA field work and testing on the Project. Client understands that in the normal course of this type of work damage to Client's property and/or to property owned by others may occur, and that SKA shall not be liable for such damage.

Section 10: Conflicts of Interest: Client understands that SKA has a broad client base. This assignment may involve parties with adverse interests to clients with whom SKA has current or past relationships. It is SKA's policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but SKA cannot assure that conflicts or perceived conflicts will not arise, and SKA does not accept and expressly disclaims any costs, expenses or damages claimed by Client for such occurrences.

Section 11: Consultants / Independent Contractors. SKA occasionally retains consultants as independent contractors to assist in the performance of SKA's work. If independent contractors are utilized by SKA on the Project, the services of these independent contractors will be billed to Client at the cost charged by the independent contractor to SKA, plus 10% if the independent contractor has at least \$500,000 of Professional / General Liability insurance, or 20% if the independent contractor has a lesser level of Professional / General Liability insurance. Such consultants shall be afforded the same rights and protections as SKA hereunder.

Section 12: Reimbursable Expenses. SKA will bill direct non-payroll expenses at cost plus 10%. Direct expenses shall include, but shall not be limited to, the following:

- a) Out-of-pocket expenses, such as travel, lodging, and costs for consultants, independent contractors and any other outside services SKA deems reasonably necessary for purposes of performing SKA's work under this Agreement.
- b) Costs of providing copies of receipts or detailed back-up information concerning charges included in SKA's invoices.
- c) Other costs reasonably incurred in the performance of SKA's work on the Project.

In addition to the above, charges for the use of SKA field and laboratory equipment, reproduction facilities, etc., will generally be billed consistent with SKA's current reimbursable rate schedule. Such items not listed on SKA's current reimbursable rate schedule will be billed at approximately 1% of replacement cost per day, subject to adjustment for minimum or extended usage.

Section 13: SKA's Invoices / Payment Terms. SKA's invoices will be based primarily upon the time spent by SKA's personnel involved with SKA's work on the Project, with this time being billed at the rates set forth in SKA's current Fee Schedule. SKA's expenses, including costs associated with SKA's retention of consultants and SKA's reimbursable expenses, will be included in SKA's invoices. SKA's time charges are accrued on an hourly basis, unless other arrangements are established. Minimum time charges for personnel at a job site are 8 hours per day, unless the time of the SKA employee or consultant on the day at issue is also used on another job. Hourly rates are not increased for overtime. Billing rates may be increased annually. Client understands and agrees that time is of the essence with respect to payment of SKA's invoices, and that timely payment is a material part of the consideration for services rendered by SKA under this Agreement. Client is responsible for payment of SKA's invoices, unless arrangements for another party to pay SKA's invoices are made in advance of SKA's performance of work, with said arrangements being made part of this Agreement. In the event that an agent for Client engages SKA on behalf of Client and Client fails to pay SKA's invoices on a timely basis, then Client's agent is also responsible for payment of SKA's invoices. Client shall pay all SKA's invoices, which will be submitted periodically and on a monthly basis, unless otherwise provided in this Agreement. SKA's invoices are due upon receipt by Client and are payable no later than thirty (30) days after the date of the invoice. Interest and finance charges of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum will be assessed on all delinquent balances of principal past due, with interest and finance charges beginning to accrue on the thirty-first (31st) day after the date of the invoice. Any payments received by SKA thereafter shall be first applied to accrued interest and finance charges, and then to the principal balances of the oldest invoices first. If Client reasonably objects to all or any portion of any invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and notify SKA of such objection in writing within fourteen (14) days of the date of the invoice; otherwise, such objections are expressly waived. Client shall pay all expenses and costs, including reasonable



attorneys' fees, incurred by SKA in the enforcement of this Agreement, including expenses and costs incurred by SKA in the collection of amounts owing to SKA.

Section 14: Miscellaneous Provisions.

Precedence: These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other document included in the Agreement.

Entire Agreement: The Agreement constitutes the entire agreement between Client and SKA, supersedes all prior discussions or communications between Client and SKA, and cannot be changed, amended or altered unless in writing and acknowledged by SKA.

Governing Law: The laws of the State of North Carolina shall govern the validity and interpretation of this Agreement.

Mediation: All claims, disputes or controversies arising out of this Agreement shall be submitted to mediation prior to commencement of any legal action to enforce any of the terms of this Agreement, unless otherwise agreed in writing by the parties to this Agreement. This provision does not apply if a statute of limitations or a statute of repose may affect a claim of a party, in which event the party may commence legal action prior to submission of the dispute to mediation. If litigation is filed before mediation of the dispute, the mediation process shall begin within thirty (30) days after service of the summons and complaint, unless otherwise agreed upon by the parties to this Agreement.

No Third Party Liability: SKA's services are being performed solely for Client's benefit. No contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against SKA as a result of SKA's services. Client shall defend, indemnify and hold harmless SKA from any third party claims arising from SKA's services for Client.

Project-Specific Work: SKA's work product, including its conclusions, relates only to the Project. Any use of SKA's work product, including but not limited to its conclusions, on any other project is not authorized by SKA, and SKA accepts no responsibility for any attempt to apply SKA's work product from the Project to any other project.

Transmission of SKA's Work Product: In the event that SKA's work product is stored or transmitted by some form of electronic media, Client agrees that SKA shall not be held liable for the completeness, transmission, accuracy or longevity of these materials, nor for misuse thereof.

Letter Proposal Duration: SKA's Letter Proposal expires 120 days after transmission to Client, unless a different expiration date is included in the proposal. SKA may withdraw or modify its Letter Proposal at any time prior to acceptance by Client.

Legal Process: Client is responsible, after notification from SKA, for payment of SKA's time charges, attorneys' fees and other expenses resulting from a required response by SKA to subpoenas or court orders issued at the request of any person or entity concerning any part of SKA's work associated with the Project. SKA's charges in this regard will be based on SKA's billing rates in effect at the time of SKA's receipt of the subpoena or court order.

Blank Page

AGENDA ITEM 7:**MAINTENANCE MATTERS*****C. Proposed Contract for Weekend Parks Facility Cleaning*****MANAGER'S COMMENTS:**

Mr. Marsh will present a proposal for weekend cleaning/lock-up for County Parks. The proposal is a five (5) year contract in the amount of \$53,376 for 33 weekends for the first two years and the three remaining years will increase by a \$1,000 per year. Staff was unable to hire the two part-time Custodian I positions necessary to perform the scope of work as presented in the proposal.

The County solicited bids from IHG and International Support Group (ISG). IHG has contracts with Appalachian State and the hospital for facility maintenance. IHG reviewed the County's scope of work and declined to submit a proposal due to the small scope of work. ISG submitted a proposal of \$53,376 for the first two years for weekend cleaning services from April 1- November 15. ISG currently provides services to Scott Kerr Lake and other USDA locations.


Staff has a preliminary acceptance as negotiations were ongoing as the Board packet was being prepared. Board approval is requested to authorize staff to complete negotiations and execute the contract with IHG.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director 

DATE: March 10, 2022

RE: Weekend P&R (Parks) Facility Cleaning

BACKGROUND

Weekend cleaning/lock-up at the Watauga County Parks is currently projected to be performed by two part-time Custodian 1 positions. However, the County has received very few applicants since posting the job advertisement in 2019. The County has continuously used newspaper ads, NC Works and the County website in hope of attracting more applicants to no avail.

Due to the lack of applicants, Staff proceeded to solicit two commercial cleaning companies that operate within the region to determine if they had interest in submitting a proposal for the work. One of the companies, IHG, holds contracts at Appalachian State and the hospital for facility maintenance. IHG reviewed the County's scope of work and declined to submit a proposal due to the small scope of work. Another company, International Support Group, did respond with a proposal of \$53,376 for weekend cleaning services from April 1- November 15.

FISCAL IMPACT

County staff has identified money in the FY 21-22 budget to fund the contract beginning April 1, 2022. A request to fund the balance of the contract will be included in the Maintenance Department FY 22-23 budget request.

RECOMMENDATION

Staff recommends the County enter into a five-year contract to provide weekend cleaning services at a cost of \$53,376 for Years 1 & 2, \$54,376 for Year 3, \$55,376 for Year 4, and \$56,376 for Year 5.

International Support Group has worked successfully for government entities including the Army Corp of Engineers at Kerr Scott Lake and other locations and USDA. ISG will begin hiring staff and can begin service the first weekend in April if their proposal is accepted.



WATAUGA COUNTY

MAINTENANCE DEPARTMENT

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

WEEKEND PARKS FACILITY MAINTENANCE

Morning Duties

Recreation Fields, 231 Complex Drive. This work must be completed by 8:30 on Saturday and Sunday mornings. All properties are directly adjacent to the Recreation Center building, and trash can be emptied into their dumpster. Recycling containers are not included in this scope of work. Buildings will be locked prior to your arrival and should be left unlocked for the day after cleaning.

Complex 1 Field

- Clean restroom building (two 12' X 20' bathrooms with three fixtures in each restroom).
- Pick up trash from two 24x26 and one 30x50 pavilion.
- Empty trash barrels at softball field, picnic pavilions, tennis courts (approx. twelve 55-gal barrels).

Complex 2 & 3 Fields including parking lot

- Empty trash barrels (10).

Complex 4 & 5 Fields including parking lots

- Clean restroom building consisting of two bathrooms (10' x 16' with three fixtures in each restroom).
- Empty trash barrels (12).
- Pick up trash from one 24 x 24 pavilion.

Rocky Knob, Brookshire Park and Ted Mackorell Soccer Complex. This work must be completed by 8:30 a.m. All properties are within close proximity to one another. Trash may be disposed of at the Watauga County Landfill or the dumpster at the Recreation Center. Buildings are locked prior to your arrival and should be left unlocked after cleaning.

Rocky Knob Bike Park, 333 Mtn. Bike Way, Boone, NC

- Clean restroom building (two 12 x 20 restrooms containing four fixtures in each restroom).
- Pick up trash around playground and pavilion.
- Empty trash barrels (5).

Brookshire Park, 250 Brookshire Road, Boone, NC

- Clean restroom building (two 12 x 20 restrooms containing four fixtures in each restroom).
- Pick up trash around picnic pavilion.
- Empty trash barrels (4).

Ted Mackorell Soccer Complex, 660 Brookshire Rd., Boone, NC

- Clean public restrooms (two 20 x 36 restrooms with 18 fixtures per restroom).
- Empty trash barrels (9).

Howards Knob Park, 604 Howards Knob Rd., Boone, NC

- Unlock gate at entrance by 8:30.
- Pick up trash at pavilion.
- Empty trash containers (two 55-gal and six 35-gal.).

Evening Duties

Lock all bathrooms and gate at Howards Knob Park at 7:30 p.m. Plan on spending up to one hour at Howards Knob Park in order for park patrons to exit the park. Notify Watauga County Sheriff's office with the license plate number of any unattended vehicles that remain in the park after closing hours.

Notes:

- The County will provide paper products and trash bags.
- Our experience has shown that two employees must be utilized in order to accomplish all of the morning tasks. Each employee will have about five hours on task. The evening lock-up duties can be accomplished by one employee in about three hours.

COUNTY OF WATAUGA
2022 CUSTODIAL SERVICES

CONTRACT FOR CUSTODIAL SERVICE

SECTION E

This agreement is made between Watauga County (Owner) and International Support Group (Contractor). Both parties agree to the terms and conditions set forth below.

SCOPE OF CONTRACT

Morning Duties

Recreation Fields, 231 Complex Drive. This work must be completed by 8:30 on Saturday and Sunday mornings. All properties are directly adjacent to the Recreation Center building, and trash can be emptied into their dumpster. Recycling containers are not included in this scope of work. Buildings will be locked prior to your arrival and should be left unlocked for the day after cleaning.

Complex 1 Field

- Clean restroom building (two 12' X 20' bathrooms with three fixtures in each restroom).
- Pick up trash from two 24x26 and one 30x50 pavilion.
- Empty trash barrels at softball field, picnic pavilions, tennis courts (approx. twelve 55-gal barrels).

Complex 2 & 3 Fields including parking lot

- Empty trash barrels (10).

Complex 4 & 5 Fields including parking lots

- Clean restroom building consisting of two bathrooms (10' x 16' with three fixtures in each restroom).
- Empty trash barrels (12).
- Pick up trash from one 24 x 24 pavilion.

Rocky Knob, Brookshire Park and Ted Mackorell Soccer Complex. This work must be completed by 8:30 a.m. All properties are within close proximity to one another. Trash

may be disposed of at the Watauga County Landfill or the dumpster at the Recreation Center. Buildings are locked prior to your arrival and should be left unlocked after cleaning.

Rocky Knob Bike Park, 333 Mtn. Bike Way, Boone, NC

- Clean restroom building (two 12 x 20 restrooms containing four fixtures in each restroom).
- Pick up trash around playground and pavilion.
- Empty trash barrels (5).

Brookshire Park, 250 Brookshire Road, Boone, NC

- Clean restroom building (two 12 x 20 restrooms containing four fixtures in each restroom).
- Pick up trash around picnic pavilion.
- Empty trash barrels (4).

Ted Mackorell Soccer Complex, 660 Brookshire Rd., Boone, NC

- Clean public restrooms (two 20 x 36 restrooms with 18 fixtures per restroom).
- Empty trash barrels (9).

Howards Knob Park, 604 Howards Knob Rd., Boone, NC

- Unlock gate at entrance by 8:30.
- Pick up trash at pavilion.
- Empty trash containers (two 55-gal and six 35-gal.).

Evening Duties

Lock all bathrooms and gate at Howards Knob Park at 7:30 p.m. Plan on spending up to one hour at Howards Knob Park in order for park patrons to exit the park. Notify Watauga County Sheriff's office with the license plate number of any unattended vehicles that remain in the park after closing hours.

Notes:

- The County will provide paper products and trash bags.
- Our experience has shown that two employees must be utilized in order to accomplish all of the morning tasks. Each employee will have about five hours

on task. The evening lock-up duties can be accomplished by one employee in about three hours.

CONTRACT TERM

The contract shall begin April 1, 2022, and continue through March 31, 2027 with an option for two (2) additional years if mutually agreed upon by both parties.

CONTRACTOR’S REPRESENTATIONS

In order to induce the County to enter into this agreement, the Contractor makes the following representations:

- 1) The contractor has familiarized himself with the nature and extent of the work, the Contract Documents, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 2) The Contractor has given the Owner written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents, and the written resolution thereof by the Owner is acceptable by the Contractor.

CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the County and the Contractor concerning the Work, consist of the following:

- 1. International Support Group Proposal for Watauga County (Insert Rev Contract Date)
- 2. Watauga County Scope of Work

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided for through a fully executed change order as agreed to by both parties of this Contract.

CONTRACT SUM AND PAYMENTS TO CONTRACTOR

The total contract sum for annual service is not to exceed those provided per proposal.

Five Year Term	Unit (Weeks)	Monthly Rate	Yearly Total
Year 1 (04-02/22 – 11/13/22)	33	\$6,672	\$53,376
Year 2 (04/01/23 – 11/12/23)	33	\$6,672	\$53,376
Year 3 (04/06/24 - 11/10/24)	32	\$6797	\$54,376
Year 4 (04/05/25 - 11/09/25)	32	\$6922	\$55,376
Year 5 (04/01/26 - 09/30/26)	33	\$7,047	\$56,376

Change Orders for additional work must be requested by the Contractor and approved by the Owner in writing prior to the commencement of the additional work. 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 for work completed the previous month. Applications for payment shall be calculated by the rates listed in the proposal 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 per month 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, provided the Contractor

was given notice of the deficiencies and at least 30 days to correct such deficiencies. Contractor may terminate this contract at any time with 90 days notification.

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.

This the _____ day of _____, _____.

WATAUGA COUNTY

By: _____
Deron Geouque

By: _____
Robert Bennett

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

President/CEO
International Support Group
9050 Pines Blvd., Suite 150 _____
Pembroke Pines, FL 33024

Date

Date

Blank Page

AGENDA ITEM 8:

REQUESTED APPOINTMENT OF HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) ADVISORY AND LEAD AGENCY

MANAGER’S COMMENTS:

Each year the Board is required to appoint a lead agency and advisory committee to make recommendations on how to best expend the County’s allocation from the Home and Community Care Block Grant (H&CCBG) funds. These funds were previously established by the Older American’s Act and are administered by the North Carolina Division of Aging.

Board action is requested to approve the Watauga County Project on Aging as the Lead Agency. In that this is the first reading, you may delay action or waive your policy and appoint the members to the Advisory Board as presented.

Direction from the Board is requested.



Watauga County Project on Aging

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

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

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: March 4, 2022

SUBJ: Appointment of the Home and Community Care Block Grant (HCCBG) Advisory Committee and Lead Agency

Please accept the attached list as nominations for the Home and Community Care Block Grant Advisory Committee for FY 2023. I also recommend that the Watauga County Project on Aging be appointed as the Lead Agency.

**HOME AND COMMUNITY CARE BLOCK GRANT
ADVISORY COMMITTEE FY 2023**

LEAD AGENCY

Angie Boitnotte, Director
132 Poplar Grove Connector, Suite A
Boone, NC 28607

Watauga County Project on Aging
265-8090
angie.boitnotte@watgov.org

ADVISORY COMMITTEE

NAME

REPRESENTING

Carrington Pertalion
814 W. King St., Suite 205
Boone, NC 28607

Watauga County Board of Commissioners
265-8000
carrington.pertalion@watgov.org

Zack Greene
Area Agency on Aging
468 New Market Blvd.
Boone, NC 28607

High Country Council of Governments
265-5434 ext. 122
zgreene@hccog.org

Dustin Burleson, Community Relations Regional Director
200 Ridgefield Ct
Asheville, NC 28806

Vaya Health
(828)225-2785, ext. 3316; (828)467-1532
Dustin.burleson@vayahealth.com

Austin Combs, Watauga Center Director
132 Poplar Grove Connector, Suite B
Boone, NC 28607

Daymark Recovery Services
264-8759
acombs@daymarkrecovery.org

Jennifer Greene, Health Director
126 Poplar Grove Connector
Boone, NC 28607

Appalachian District Health Department
264-4995
jen.greene@apphealth.com

Betsy Richards, Adult Services Supervisor
132 Poplar Grove Connector, Suite C
Boone, NC 28607

Watauga County Department of Social Services
265-8100
betsy.richards@watgov.org

Skylar Taracido, Patient Resource Specialist
935 State Farm Rd
Boone, NC 28607

High Country Community Health
(828)262-3886, ext. 124
skylertaracido@hcchmail.org

Pat Coley
P. O. Box 307
Blowing Rock, NC 28605

Senior Citizen (STHL Delegate)
295-3556

Kat Danner
280 Foster Circle
Boone, NC 28607

Senior Citizen
264-7985 or 773-0682
dannerk@charter.net

Linda Marcoux
2326 Bairds Creek Rd
Vilas, NC 28692

Senior Citizen
964-5489

Mary Moretz
1419 Deerfield Rd.
Boone, NC 28607

Senior Citizen (STHL Alternate)
(828)264-2281

Carolyn Owens
433 NC Hwy 105 Bypass
Boone, NC 28607

Senior Citizen
(828)406-1245

Dr. Ed Rosenberg
278 Rushing Creek Dr., Unit D
Boone, NC 28607-5835

Senior Citizen
262-6146 (w)
RosenbergE@appstate.edu

Updated: 3/4/22

AGENDA ITEM 9:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

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

Monthly Collections Report**Watauga County**

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

Monthly Report February 2022

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<u>General County</u>					
Taxes 2021	908,153.11		35,546,146.90	96.07%	95.41%
Prior Year Taxes	31,975.13		277,503.98		
Solid Waste User Fees	59,799.77		2,520,480.42	94.76%	94.14%
Green Box Fees	45.75		279.25	NA	NA
Total County Funds	\$999,973.76		\$38,344,410.55		
<u>Fire Districts</u>					
Foscoe Fire	11,750.86		457,345.52	96.19%	95.38%
Boone Fire	17,939.83		875,226.91	96.39%	95.43%
Fall Creek Service Dist.	249.66		9,207.23	96.18%	94.58%
Beaver Dam Fire	4,224.13		96,246.75	92.33%	89.07%
Stewart Simmons Fire	5,948.64		249,071.96	94.39%	93.29%
Zionville Fire	4,027.13		109,291.85	93.78%	92.58%
Cove Creek Fire	6,641.86		233,095.98	94.54%	93.81%
Shawneehaw Fire	2,734.47		100,629.93	94.12%	93.18%
Meat Camp Fire	8,531.30		202,133.58	93.93%	93.91%
Deep Gap Fire	3,581.86		180,326.29	94.90%	94.96%
Todd Fire	3,197.85		61,045.30	96.74%	96.74%
Blowing Rock Fire	17,008.93		485,017.73	96.44%	96.12%
M.C. Creston Fire	120.22		5,216.33	85.75%	81.58%
Foscoe Service District	898.90		73,048.09	96.83%	95.24%
Beech Mtn. Service Dist.	54.64		1,645.33	99.11%	79.99%
Cove Creek Service Dist.	0.00		324.15	100.00%	100.00%
Shawneehaw Service Dist	635.56		6,232.50	95.63%	88.05%
	\$87,296.18		\$3,135,898.20		
<u>Towns</u>					
Boone	176,420.44		6,587,429.49	97.81%	97.72%
Municipal Services	1,866.46		202,565.97	96.89%	96.61%
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	\$178,286.90		\$6,789,995.46		
Total Amount Collected	\$1,265,556.84		\$48,270,304.21		

Tax Collections Director

Tax Administrator

AGENDA ITEM 9:

TAX MATTERS

B. Refunds and Releases

MANAGER'S COMMENTS:

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

02/28/2022 14:11
Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2022 TO 02/28/2022

P 1
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1764275 AUMILLER PROPERTIES, INC 8404 SEAGATE DR RALEIGH, NC 27615	RE 2021	36101	02/28/2022			0	F02	4.38
	2901-35-7361-000			F02			G01	29.42
	TAX RELEASES PARCEL DOES NOT EXIST				8009			33.80
1786507 BISHOP, BRAD PO BOX 83 WINGATE, NC 28174	RE 2021	1000174	02/28/2022			64,200	F07	32.10
	1983-72-3751-000			F07			G01	258.73
	TAX RELEASES ENTIRE PARCEL DOES NOT LOSE PRESENT USE				7989			290.83
1786507 BISHOP, BRAD PO BOX 83 WINGATE, NC 28174	RE 2021	1000175	02/28/2022			64,200	F07	32.10
	1983-72-3751-000			F07			G01	258.73
	TAX RELEASES ENTIRE PARCEL DOES NOT LOSE PRESENT USE				7990			290.83
1786507 BISHOP, BRAD PO BOX 83 WINGATE, NC 28174	RE 2021	1000175	02/28/2022			-64,200	F07	-32.10
	1983-72-3751-000			F07			G01	-258.73
	TAX RELEASES ENTIRE PARCEL DOES NOT LOSE PRESENT USE Reversal of release				7991 7990			-290.83
1786507 BISHOP, BRAD PO BOX 83 WINGATE, NC 28174	RE 2021	1000174	02/28/2022			-64,200	F07	-32.10
	1983-72-3751-000			F07			G01	-258.73
	TAX RELEASES ENTIRE PARCEL DOES NOT LOSE PRESENT USE Reversal of release				7992 7989			-290.83
1786507 BISHOP, BRAD PO BOX 83 WINGATE, NC 28174	RE 2021	1000174	02/28/2022			77,402	F07	38.70
	1983-72-3751-000			F07			G01	311.93
	TAX RELEASES ENTIRE PARCEL DOES NOT LOSE PRESENT USE				7993			350.63
1786507 BISHOP, BRAD PO BOX 83 WINGATE, NC 28174	RE 2021	1000175	02/28/2022			77,402	F07	38.70
	1983-72-3751-000			F07			G01	311.93
	TAX RELEASES ENTIRE PARCEL DOES NOT LOSE PRESENT USE				7994			350.63
1786507 BISHOP, BRAD PO BOX 83 WINGATE, NC 28174	RE 2021	1000176	02/28/2022			77,402	F07	38.70
	1983-72-3751-000			F07			G01	311.93
	TAX RELEASES ENTIRE PARCEL DOES NOT LOSE PRESENT USE				7996			350.63
1786507 BISHOP, BRAD PO BOX 83 WINGATE, NC 28174	RE 2021	1000177	02/28/2022			77,402	F07	38.70
	1983-72-3751-000			F07			G01	311.93
	TAX RELEASES ENTIRE PARCEL DOES NOT LOSE PRESENT USE				7997			350.63

02/28/2022 14:11
Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2022 TO 02/28/2022

P 2
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1754762 BOWERS, GARY 952 44TH AVENUE CT NE HICKORY, NC 28601	RE 2021 1897-13-4575-000 TAX RELEASES PROPERTY MERGED AND BILLED UNDER NEW PARCEL NUMBER	5403	02/28/2022	F12	8020	0 F12 G01	29.45 237.37 <hr/> 266.82
1586746 BRUCE, GLENN ARDEN PO BOX 713 BLOWING ROCK, NC 28605	RE 2021 1000134 1898-86-5714-000 TAX RELEASES NEW OWNER APPLIED AND ACCEPTED INTO PRESENT USE PROGRAM FOR FORESTRY	1000134	02/28/2022	F12	8001	0 F12 G01	207.00 1,668.42 <hr/> 1,875.42
1586746 BRUCE, GLENN ARDEN PO BOX 713 BLOWING ROCK, NC 28605	RE 2021 1000135 1898-86-5714-000 TAX RELEASES NEW OWNER APPLIED AND ACCEPTED INTO PRESENT USE PROGRAM FOR FORESTRY	1000135	02/28/2022	F12	8002	0 F12 G01	207.00 1,668.42 <hr/> 1,875.42
1586746 BRUCE, GLENN ARDEN PO BOX 713 BLOWING ROCK, NC 28605	RE 2021 1000136 1898-86-5714-000 TAX RELEASES NEW OWNER APPLIED AND ACCEPTED INTO PRESENT USE PROGRAM FOR FORESTRY	1000136	02/28/2022	F12	8003	0 F12 G01	207.00 1,668.42 <hr/> 1,875.42
1586746 BRUCE, GLENN ARDEN PO BOX 713 BLOWING ROCK, NC 28605	RE 2021 1000137 1898-86-5714-000 TAX RELEASES NEW OWNER APPLIED AND ACCEPTED INTO PRESENT USE PROGRAM FOR FORESTRY	1000137	02/28/2022	F12	8004	0 F12 G01	207.00 1,461.42 <hr/> 1,668.42
1796734 EADES, WILLIAM 147 HITCHING POST TRAIL DEEP GAP, NC 28618	PP 2021 1135 3082 TAX RELEASES REMOVED MH FROM CAMPGROUND END OF 2020	1135	02/28/2022	F10	7988	0 F10 G01 SWF F10L G01L	.94 7.58 80.00 .09 .76 <hr/> 89.37
1766585 EARP, WILLIAM CHAD EARP, DANA CARRIKER 9719 BARTLETT RD CHARLOTTE, NC 28227	RE 2017 27448 2819-20-9648-000 TAX RELEASES GENERATED IN ERROR	27448	02/28/2022	F12	8012	0 F12 G01	41.55 293.34 <hr/> 334.89
1514508 GALLOWAY, PETER S. 18806 HALYARD POINTE LN CORNELIUS, NC 28031	RE 2020 20301 2829-53-1818-000 TAX RELEASES PARCEL MERGED AND BILL UNDER NEW NUMBER	20301	02/28/2022	F02	8018	0 F02 G01	39.72 266.79 <hr/> 306.51

02/28/2022 14:11
Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2022 TO 02/28/2022

P 3
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1514508 GALLOWAY, PETER S. 18806 HALYARD POINTE LN CORNELIUS, NC 28031	RE 2020	20302	02/28/2022			0	F02	29.22
				F02			G01	196.26
	TAX RELEASES PARCEL MERGED BILLED UNDER NEW NUMBER				8019			225.48
1590502 HAIGLER, GERALD D 3667 HARTLAND RD MORGANTON, NC 28655	PP 2021	3040	02/28/2022			0	SWF	80.00
				F12			G01	12.13
	TAX RELEASES				8000		F12	1.51
	OWNER PASSED AWAY-MH WAS SOLD IN 2019						G01L	1.21
							F12L	.15
								95.00
1774946 HAMLETT, JUDY L 1615 LAKESIDE DR WEST JEFFERSON, NC 28694	RE 2021	46302	02/28/2022			25,000	F10	12.50
				F10			G01	100.75
	TAX RELEASES EXEMPTION DID NOT CALCULATE				8013			113.25
1070614 HARMON, JIMMY C AND ELIZABETH 429 ROBY EGGERS RD ZIONVILLE, NC 28698-9341	PP 2021	1682	02/28/2022			0	G01	13.42
				FS8			FS8	1.67
	TAX RELEASES				7986		SWF	80.00
	SOLD MH TO LOUISE HARMON						G01L	1.34
							FS8L	.17
								96.60
1617962 ISAACS, MARGIE P LIFE ESTATE ISAACS, WILLIAM CRAIG LIFE ESTATE 669 TATER HILL ROAD ZIONVILLE, NC 28698	PP 2021	1985	02/28/2022			0	F06	4.04
				F06			G01	32.56
	TAX RELEASES				7987		SWF	80.00
	MH LISTED UNDER EMMA THOMAS SINCE 2020						F06L	.40
							G01L	3.26
								120.26
1621639 KELLY, JOHN S KELLY, MARY K 5627 ATALA AVE THE VILLAGES, FL 32163-0176	PP 2021	185	02/28/2022			0	G01	20.39
				C04			G01L	2.04
	TAX RELEASES SOLD PROPERTY IN 2020				8010			22.43
1722717 KIMBALL MEMORIAL EVANGELICAL LUTHERAN CH 101 VANCE ST KANNAPOLIS, NC 28081	RE 2021	49229	02/28/2022			0	F10	8.45
				F10			G01	68.11
	TAX RELEASES				8008			
	BILLED AND PAID UNDER OTHER PARCEL NUM							76.56

02/28/2022 14:11
Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2022 TO 02/28/2022

P 4
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1609852 MARY K DANNER LIVING TRUST DANNER, MARY K 280 FOSTER CIRCLE BOONE, NC 28607	RE 2021	41001	02/28/2022			0 F02	28.32
				F02		G01	190.22
	TAX RELEASES				8011		
					PARCEL WAS DIVIDED IN 2020 AND BILLED UNDER 2 NEW PARCELS IN 2021		218.54
1512569 PERRY, SANDRA C/O PAT MCGUIRE 390 GEORGE WILSON RD BOONE, NC 28607	PP 2021	2354	02/28/2022			0 SWF	80.00
				F02		G01	6.00
	TAX RELEASES				7998	F02	.89
	MOBILE HOME TORN DOWN IN JULY 2020					G01L	.60
					F02L	.09	
							87.58
1810858 SATCHMO AND COMPANY LAND INC 2489 RUSS CORNETT RD BOONE, NC 28607	RE 2021	7440	02/28/2022			0 F12	188.55
				F12		G01	1,519.71
	TAX RELEASES				8014	SWF	80.00
					INVALID PARCEL NUMBER		
							1,788.26
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2018	48965	02/28/2022			0 F10	8.45
				F10		G01	59.66
	TAX RELEASES				8005		
					BILLED AND PAID UNDER OTHER PARCEL NUM		68.11
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2019	49523	02/28/2022			0 F10	8.45
				F10		G01	68.11
	TAX RELEASES				8006		
					BILLED AND PAID UNDER OTHER PARCEL NUM		76.56
9999999 UNKNOWN TAXPAYER WATAUGA COUNTY COURTHOUSE BOONE, NC 28607-	RE 2020	43086	02/28/2022			0 F10	8.45
				F10		G01	68.11
	TAX RELEASES				8007		
					BILLED AND PAID UNDER OTHER PARCEL NUM		76.56
1638889 WILDBLUE COMMUNICATIONS INC PO BOX 198109 NASHVILLE, TN 37219	PP 2019	3738	02/28/2022			0 F05	.86
				F12		G01	4.07
	TAX RELEASES				8015	F10	.51
	out of business					F05L	.09
						G01L	.41
						F10L	.05
							5.99

02/28/2022 14:11
Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2022 TO 02/28/2022

P 5
tncrpt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1638889 WILDBLUE COMMUNICATIONS INC PO BOX 198109 NASHVILLE, TN 37219	PP 2020	3642	02/28/2022			0	F05	.86
	638889999			F12			G01	4.07
	TAX RELEASES				8016		F10	.51
	out of business						F05L	.09
							G01L	.41
							F10L	.05
								5.99
1638889 WILDBLUE COMMUNICATIONS INC PO BOX 198109 NASHVILLE, TN 37219	PP 2021	3478	02/28/2022			0	F05	.86
	638889999			F12			G01	4.07
	TAX RELEASES				8017		F10	.51
	out of business						F05L	.09
							G01L	.41
							F10L	.05
								5.99
DETAIL SUMMARY	COUNT: 33	RELEASES - TOTAL				334,608		12,811.75

02/28/2022 14:11
Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2022 TO 02/28/2022

P 6
tncraprt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2017	RE	F12	BLOWING ROCK FIRE RE	41.55
2017	RE	G01	WATAUGA COUNTY RE	293.34
			2017 TOTAL	334.89
2018	RE	F10	DEEP GAP FIRE RE	8.45
2018	RE	G01	WATAUGA COUNTY RE	59.66
			2018 TOTAL	68.11
2019	RE	F10	DEEP GAP FIRE RE	8.45
2019	RE	G01	WATAUGA COUNTY RE	68.11
2019	PP	F05	STEWART SIMMONS FIRE PP	.86
2019	PP	F05L	STEWART SIMMONS FIRE LATE LIST	.09
2019	PP	F10	DEEP GAP FIRE PP	.51
2019	PP	F10L	DEEP GAP FIRE LATE LIST	.05
2019	PP	G01	WATAUGA COUNTY PP	4.07
2019	PP	G01L	WATAUGA COUNTY LATE LIST	.41
			2019 TOTAL	82.55
2020	RE	F02	BOONE FIRE RE	68.94
2020	RE	F10	DEEP GAP FIRE RE	8.45
2020	RE	G01	WATAUGA COUNTY RE	531.16
2020	PP	F05	STEWART SIMMONS FIRE PP	.86
2020	PP	F05L	STEWART SIMMONS FIRE LATE LIST	.09
2020	PP	F10	DEEP GAP FIRE PP	.51
2020	PP	F10L	DEEP GAP FIRE LATE LIST	.05
2020	PP	G01	WATAUGA COUNTY PP	4.07
2020	PP	G01L	WATAUGA COUNTY LATE LIST	.41
			2020 TOTAL	614.54
2021	RE	F02	BOONE FIRE RE	32.70
2021	RE	F07	COVE CREEK FIRE RE	154.80
2021	RE	F10	DEEP GAP FIRE RE	20.95
2021	RE	F12	BLOWING ROCK FIRE RE	1,046.00
2021	RE	G01	WATAUGA COUNTY RE	9,859.98
2021	RE	SWF	SANITATION USER FEE	80.00
2021	PP	F02	BOONE FIRE PP	.89
2021	PP	F02L	BOONE FIRE LATE LIST	.09
2021	PP	F05	STEWART SIMMONS FIRE PP	.86
2021	PP	F05L	STEWART SIMMONS FIRE LATE LIST	.09
2021	PP	F06	ZIONVILLE FIRE PP	4.04
2021	PP	F06L	ZIONVILLE FIRE LATE LIST	.40
2021	PP	F10	DEEP GAP FIRE PP	1.45
2021	PP	F10L	DEEP GAP FIRE LATE LIST	.14
2021	PP	F12	BLOWING ROCK FIRE PP	1.51
2021	PP	F12L	BLOWING ROCK FIRE LATE LIST	.15
2021	PP	FS8	SHAWNEEHAW SERV DIST PP	1.67
2021	PP	FS8L	SHAWNEEHAW SERV DIST LATE LIST	.17
2021	PP	G01	WATAUGA COUNTY PP	96.15
2021	PP	G01L	WATAUGA COUNTY LATE LIST	9.62
2021	PP	SWF	SANITATION USER FEE	400.00
			2021 TOTAL	11,711.66

02/28/2022 14:11
Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2022 TO 02/28/2022

P 7
tncrapt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR CAT CHARGE	AMOUNT
SUMMARY TOTAL	12,811.75

02/28/2022 14:11
Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2022 TO 02/28/2022

P 8
tncrapt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C04	2021	G01	WATAUGA COUNTY PP	20.39
C04	2021	G01L	WATAUGA COUNTY LATE LIST	2.04
C04 TOTAL			22.43	
F02	2020	F02	BOONE FIRE RE	68.94
F02	2020	G01	WATAUGA COUNTY RE	463.05
F02	2021	F02	BOONE FIRE PP	33.59
F02	2021	F02L	BOONE FIRE LATE LIST	.09
F02	2021	G01	WATAUGA COUNTY PP	225.64
F02	2021	G01L	WATAUGA COUNTY LATE LIST	.60
F02	2021	SWF	SANITATION USER FEE	80.00
F02 TOTAL			871.91	
F06	2021	F06	ZIONVILLE FIRE PP	4.04
F06	2021	F06L	ZIONVILLE FIRE LATE LIST	.40
F06	2021	G01	WATAUGA COUNTY PP	32.56
F06	2021	G01L	WATAUGA COUNTY LATE LIST	3.26
F06	2021	SWF	SANITATION USER FEE	80.00
F06 TOTAL			120.26	
F07	2021	F07	COVE CREEK FIRE RE	154.80
F07	2021	G01	WATAUGA COUNTY RE	1,247.72
F07 TOTAL			1,402.52	
F10	2018	F10	DEEP GAP FIRE RE	8.45
F10	2018	G01	WATAUGA COUNTY RE	59.66
F10	2019	F10	DEEP GAP FIRE RE	8.45
F10	2019	G01	WATAUGA COUNTY RE	68.11
F10	2020	F10	DEEP GAP FIRE RE	8.45
F10	2020	G01	WATAUGA COUNTY RE	68.11
F10	2021	F10	DEEP GAP FIRE PP	21.89
F10	2021	F10L	DEEP GAP FIRE LATE LIST	.09
F10	2021	G01	WATAUGA COUNTY PP	176.44
F10	2021	G01L	WATAUGA COUNTY LATE LIST	.76
F10	2021	SWF	SANITATION USER FEE	80.00
F10 TOTAL			500.41	
F12	2017	F12	BLOWING ROCK FIRE RE	41.55
F12	2017	G01	WATAUGA COUNTY RE	293.34
F12	2019	F05	STEWART SIMMONS FIRE PP	.86
F12	2019	F05L	STEWART SIMMONS FIRE LATE LIST	.09
F12	2019	F10	DEEP GAP FIRE PP	.51
F12	2019	F10L	DEEP GAP FIRE LATE LIST	.05
F12	2019	G01	WATAUGA COUNTY PP	4.07
F12	2019	G01L	WATAUGA COUNTY LATE LIST	.41
F12	2020	F05	STEWART SIMMONS FIRE PP	.86
F12	2020	F05L	STEWART SIMMONS FIRE LATE LIST	.09
F12	2020	F10	DEEP GAP FIRE PP	.51
F12	2020	F10L	DEEP GAP FIRE LATE LIST	.05
F12	2020	G01	WATAUGA COUNTY PP	4.07
F12	2020	G01L	WATAUGA COUNTY LATE LIST	.41

02/28/2022 14:11
Larry.Warren

WATAUGA COUNTY
RELEASES - 02/01/2022 TO 02/28/2022

P 9
tncrpt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT
F12	2021	F05 STEWART SIMMONS FIRE PP	.86
F12	2021	F05L STEWART SIMMONS FIRE LATE LIST	.09
F12	2021	F10 DEEP GAP FIRE PP	.51
F12	2021	F10L DEEP GAP FIRE LATE LIST	.05
F12	2021	F12 BLOWING ROCK FIRE PP	1,047.51
F12	2021	F12L BLOWING ROCK FIRE LATE LIST	.15
F12	2021	G01 WATAUGA COUNTY PP	8,239.96
F12	2021	G01L WATAUGA COUNTY LATE LIST	1.62
F12	2021	SWF SANITATION USER FEE	160.00
F12 TOTAL			9,797.62
FS8	2021	FS8 SHAWNEEHAW SERV DIST PP	1.67
FS8	2021	FS8L SHAWNEEHAW SERV DIST LATE LIST	.17
FS8	2021	G01 WATAUGA COUNTY PP	13.42
FS8	2021	G01L WATAUGA COUNTY LATE LIST	1.34
FS8	2021	SWF SANITATION USER FEE	80.00
FS8 TOTAL			96.60
SUMMARY TOTAL			12,811.75

AGENDA ITEM 10:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Proposed Town of Beech Mountain EMS Agreement*****MANAGER'S COMMENTS:**

The Town of Beech Mountain approved the agreement for a 24/7 ambulance on December 14, 2021. The unit is to be stationed in Beech Mountain but will provide coverage to all portions of Watauga County currently served by Avery County. The County was waiting for Avery County to approve the agreement so the unit could serve the Avery side of the Beech Mountain town limits. To date, Avery County has yet to approve the agreement with Watauga County.

The Town of Beech Mountain is requesting Watauga County to execute the agreement to allow for the placement of the ambulance in the town. Beech Mountain has agreed to pay the county \$428,825 which is \$69,175 less than the actual cost of \$498,000. The reduction is due to the cancellation of the contract with Avery County to cover areas in Watauga. The execution of the contract will provide ambulance service to the portion of the Town of Beech Mountain in Watauga County. The unit will not be able to serve the portion of the Town in Avery until Avery County approves the agreement with Watauga.

Board action is required to approve the agreement with the Town of Beech Mountain to pay all costs associated with providing a 24/7 ambulance to be stationed in the town.

THIS EMERGENCY MEDICAL SERVICES AGREEMENT (hereinafter "Agreement"), is made and entered into this the 14th of December, 2021, by and between **WATAUGA COUNTY**, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter "Watauga"), and the **TOWN OF BEECH MOUNTAIN**, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter "Beech Mountain") witnesseth as follows:

WITNESSETH:

WHEREAS, Avery County and Watauga entered into an EMS Agreement on July 1, 2013, for a period of five years; and

WHEREAS, Watauga and Avery are counties located in the mountains of North Carolina; and

WHEREAS, the terrain of these counties is not conducive to quick response by emergency vehicles; and

WHEREAS, Beech Mountain desires to decrease response time and better provide emergency medical service for the citizens with the Town; and

WHEREAS, Watauga County would provide Emergency Medical Services to the Town of Beech Mountain with the understanding that Watauga County will provide those same services as needed to the Flat Springs and Beech Creek section of Avery County.

NOW, THEREFORE, in consideration of the terms and conditions as set forth herein, Watauga and Beech Mountain hereby agree as follows:

1. Watauga County shall provide emergency medical response service within the municipal limits of the Town of Beech Mountain.
2. Watauga County shall operate this service on a twenty-four (24) hour basis, seven (7) days per week.
3. Watauga County shall ensure that the EMS station housing this unit is located in a geographically appropriate location to cover Beech Mountain, preferably within Town limits.
4. Watauga County shall not use the Beech Mountain EMS unit for non-emergency patient transfers unless the patient resides in Beech Mountain.
5. Watauga County shall maintain at least the current standard of care currently provided by the emergency medical response services to their respective areas provided.

6. Watauga County may, as call volume or severity necessitates, temporarily relocate the EMS unit assigned to Beech Mountain to a location that would allow it also to serve other portions of Watauga County when the EMS system is out of available units.
7. The term of this agreement shall be for a period of five (5) years from the date first written above, and shall automatically renew for successive five year periods unless either the County or Town provides notice to the other at least one (1) year prior to the expiration of the then existing term in order to provide ample opportunity for alternative emergency service arrangements to be made.
8. Beech Mountain shall pay to Watauga County the discounted rate of \$428,825 per year related to the provision of these services. The total amount of the unit is \$498,000 for a twenty-four (24) hour basis, seven (7) days per week ambulance unit minus the current payment to Avery County to provide ambulance service to the Town of Beech Mountain in the amount \$69,175 bringing the initial cost to \$428,825. The initial amount shall be modified by the formula set forth below, which shall be modified each year on the anniversary date of the signing of this agreement:
 - a. This adjustment shall reflect the annual increase or decrease of the Consumer Price Index (CPI), South Urban Size B/C, as published by the US Department of Labor, Bureau of Labor Statistics.
9. Beech Mountain shall calculate the adjustment based upon the most recent November annual report of Watauga County as compared to the report of the previous November. (For example, the November 1, 2022, adjustment will reflect the CPI changes between November 2021 and November 2022.)
10. Beech Mountain agrees to indemnify and hold harmless Watauga County for any and all liability arising out of the terms or performance of this contract for actions by Beech Mountain. Watauga County agrees to indemnify and hold harmless Beech Mountain for any and all liability arising out of the terms or performance of this contract for actions by Watauga County.
11. No terms of this contract shall be construed as to create a waiver of sovereign immunity as to any third party.
12. Watauga County and Avery County will continue to provide mutual aid to each other as necessary due to call volume or severity as each EMS system's status allows, including inside the Town of Beech Mountain.
13. Watauga County and Beech Mountain shall not be held responsible for incidental or

consequential damages to the substation, emergency responder, or third party as a result of any breach of this agreement, or for any Acts of God, riot, war, civil unrest, or impossibility beyond the control of the parties causing them to be unable to perform under this agreement.

14. The terms, covenants and conditions of this agreement herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Watauga County and Beech Mountain and by their respective successors and assigns. The duties and responsibilities as well as the rights of each party under this contract may not be assigned by either party without the written consent of the other party.
15. All notices and written consents required under this agreement shall be deemed properly served upon mailing by certified United States Mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing.
16. This agreement represents the entire and integrated agreement between Watauga County and Beech Mountain and supersedes all prior or contemporaneous negotiations, representations or agreements between the parties. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by both Watauga County and Beech Mountain.
17. This agreement is dependent on Avery County allowing Watauga County to provide emergency medical services within Avery County in accordance with applicable general statute and North Carolina Administrative Code.
18. Any and all notices to be sent to the parties shall be sent to the following addresses:

To Beech Mountain:

Robert Pudney, Town Manager
 Beech Mountain Town Council
 403 Beech Mountain Pkwy
 Beech Mountain, NC 28604

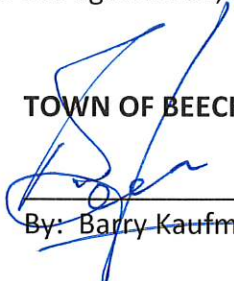
To Watauga County:

Deron T. Geouque, County Manager
 Watauga County Board of Commissioners
 814 W. King Street, Suite 205
 Boone, NC 28607

19. If any portion of this contract shall be deemed to be unenforceable by any court of competent jurisdiction all remaining provision of this contract shall remain in full force and effect. This contract shall not be deemed to have been drafted by either party but has been adopted by each party as a statement of their mutual agreement and understanding.

IN WITNESS WHEREOF, both Watauga County and Beech Mountain have signed and sealed this agreement, this day and year first above written.

TOWN OF BEECH MOUNTAIN



By: Barry Kaufman, Mayor

WATAUGA COUNTY

By: John Welch, Chairman

Attest:



Clerk, Town of Beech Mountain

Clerk, Watauga County Board of Commissioners

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



Beech Mountain Finance Officer

Watauga County Finance Officer



Blank Page

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Proposed Blue Ridge Energy Utility Easement for Scale House Project

MANAGER'S COMMENTS:

The new scale house project will require a utility easement. Board action is requested to approve the utility easement with BREMCO regarding the construction of the new scale house.

UTILITY EASEMENT

Return to: Blue Ridge Electric Membership Corporation

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Watauga County, a body politic**, on behalf of [*himself/herself/itself*], and [*his/her/its*] heirs, executors, administrators, successors and assigns (collectively, "Grantor"), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto BLUE RIDGE ELECTRIC MEMBERSHIP CORPORATION and its subsidiaries, and their successors, assigns, lessees and licensees (collectively, "Grantee"), a perpetual right-of-way and easement upon, over and across the lands of the Grantor situated in **Watauga** County, North Carolina, more particularly described as follows: A tract of land approximately **14.96** acres in size as described in that deed recorded at **Deed Book 58, Page 33, Watauga** County Registry, currently known as Tax Parcel #**2920-39-2009-000**, (the "Premises").

Underground Facilities _____ (*Initial to grant underground facilities easement*)

By initialing above, Grantor grants to Grantee an easement extending perpendicularly ten (10) feet to either side of the centerline of said lines or system as installed, measuring twenty (20) feet in width in its entirety. By initialing above, Grantor further grants to Grantee, its agents, employees and contractors, the following rights: to erect, construct (by digging, trenching or other means), reconstruct, relocate, repair, operate, upgrade, alter and maintain underground electric distribution facilities, lines and conduits, as well as transformers, service connections, communications lines, fiber optics cables, cabinets, and other apparatus and appliances, either above ground or below ground, for the purpose of transporting electricity and for communications purposes (including but not limited to the transmission of data, sound and images); to enter upon and travel across, at any time now or in the future, the Premises, and all abutting streets, roads or highways, in order to access the easement and any easements on adjacent properties and to exercise all other rights granted herein; to clear the land within the easement, and to keep it clear of shrubbery, trees and other growth located within the easement, regardless of how long said vegetation has been permitted to grow, and to keep the easement clear of any and all other obstructions; to clear and keep clear from the easement all structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable materials or other fire hazards, wrecked or disabled vehicles, and refuse of any type; and to clear land outside the easement within ten (10) feet of the service door of any transformer or cabinet, and to keep the area within ten (10) feet of said door clear of trees and shrubbery (regardless of how long said vegetation has been permitted to grow), structures and other obstructions.

Overhead Facilities _____ (*Initial to grant overhead facilities easement*)

By initialing above, Grantor grants to Grantee an easement extending perpendicularly fifteen (15) feet to either side of the centerline of said lines or system as installed, measuring thirty (30) feet in width in its entirety. By initialing above, Grantor further grants to Grantee, its agents, employees and contractors, the following rights: to erect, construct, reconstruct, relocate, repair, operate, upgrade, alter and maintain upon the easement, and upon all abutting streets, roads or highways, one or more lines or systems, including poles, cross-arms, wires, guys, anchors, cable, transformers, antennae, amplifiers, communications cabinets and other apparatus and appliances, for the purpose of transporting electricity and for communications purposes (including but not limited to the transmission of data, sound and images); to install, maintain and use anchors, stub poles and guy wires on land adjacent to the easement; to enter upon and travel across, at any time now or in the future, the Premises, and all abutting streets, roads or highways, in order to access the easement and any easements on adjacent properties and to exercise all other rights granted herein; to clear the

land within the easement, and to keep it clear of shrubbery, trees and other growth located within the easement, regardless of how long said vegetation has been permitted to grow, and to keep the easement clear of any and all other obstructions; to clear and keep clear from the easement all structures, buildings, wells, mobile homes, swimming pools, septic or storage tanks, flammable materials or other fire hazards, wrecked or disabled vehicles, and refuse of any type; to prohibit the construction of buildings or other facilities on the Premises within such proximity to any above-ground electric or communications facility that would endanger the operation or prevent the maintenance of the facility; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the easement which, in the opinion of Grantee, might interfere with or fall upon the electric or communication facilities within the easement, regardless of how long said vegetation has been permitted to grow.

Additional Terms of All Easements

Construction of new facilities on property outside the footprint of the easement and future extensions of facilities beyond the footprint of the easement are not permitted by this Agreement. In the event facilities outside the footprint of this easement are contemplated, additional easement rights may be acquired.

Once construction is complete, in the event Grantee exercises its rights of ingress and egress, Grantee shall repair any damage it shall do to Grantor’s private lanes, roads, and/or crops that result from Grantee’s ingress and egress.

Grantor further gives, grants and conveys to Grantee, its agents, employees and contractors, the right to relocate its facilities, and the corresponding easement, over the Premises to conform to any future highway or street relocation, widening or improvement.

Grantor shall retain all other rights to his lands not inconsistent with the rights and easements herein conveyed, but Grantor cannot interfere with or endanger the construction, operation, or maintenance of Grantee’s facilities.

The failure of Grantee to exercise any of the rights herein acquired shall not be construed as a waiver or abandonment of the right hereafter at any time, and from time to time, to exercise any or all of them.

Grantor agrees that all poles, wires, structures, antennae, accessories and other facilities installed on the Premises by Grantee shall remain the property of Grantee, removable at the option of the Grantee.

Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, or any interest therein, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, except as expressly hereinafter stated.

Exceptions: _____

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

TO HAVE AND TO HOLD, all and singular, the rights, privileges and easements aforesaid unto the said Grantee forever.

FOR OFFICE USE ONLY: _____.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer, this the _____ day of _____, 20____.

Watauga County, a body politic

By: _____

Name: John Welch

Title: Chair, Watauga County Board of Commissioners

CORPORATE SEAL

ATTEST: _____

Name: Anita J. Fogle

Title: Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, _____, a Notary Public in and for the above named State and County, do hereby certify that **Anita J. Fogle** personally appeared before me this day and acknowledged that she is **Clerk of The Board of County Commissioners of Watauga County, a body politic**, and that authority duly given and as the act of the corporate body, the foregoing instrument was signed in its name by its **Chair of the Board of Commissioners** and attested by her as its **clerk**.

This the _____ day of _____, 20____.

Notary Public

Printed Name of Notary Public

My commission expires:

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Announcements

MANAGER’S COMMENTS:

A four-session series to discuss the safety, accessibility, and affordability of housing in Watauga County will be held in March and April 2022. Information on the series is included in the packet.

Budget Work Sessions are scheduled for Thursday, May 12, 2022, beginning at 12:00 noon and Friday, May 13, 2022, beginning at 9:00 A.M.

AGENDA ITEM 11:

PUBLIC COMMENT

AGENDA ITEM 12:

BREAK

AGENDA ITEM 13:

CLOSED SESSION

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