

Public Service Announcement

In order to maintain the safety of County residents, the Watauga County Board of Commissioners Meeting scheduled for 5:30 P.M. on Tuesday, May 4, 2021, will be conducted electronically. The Board Packet, including the agenda, is available on the County's website at:

http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx

The public may access this meeting by

Calling: +1 929 205 6099 and entering the following:

Meeting ID: 843 9594 8377

Password: 12345

OR

Clicking the following link:

<https://us02web.zoom.us/j/84395948377?pwd=cU0vd3JreVY3V3E2KzZZOUllcEE4QT09>

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

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

Public comments received by 5:00 P.M. on Monday, May 3, 2021, will be available to view by the time of the meeting (May 4, 2021, at 5:30 P.M.) on the County's website at: http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx

A recording of this meeting will be available by 5:00 P.M. on Wednesday, May 5, 2021, on the County's website at:

http://www.wataugacounty.org/App_Pages/Dept/BOC/boardpacket.aspx

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

**TUESDAY, MAY 4, 2021
5:30 P.M.**

**ELECTRONIC MEETING ORIGINATING FROM THE
WATAUGA COUNTY ADMINISTRATION BUILDING
COMMISSIONERS' BOARD ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: April 20, 2021, Regular Meeting April 20, 2021, Closed Session		1
	3	APPROVAL OF THE MAY 4, 2021, AGENDA		7
5:35	4	CONSIDERATION OF PROPOSED RESOLUTION	CHAIRMAN WELCH	9
5:40	5	CORONAVIRUS (COVID-19) COMMUNITY UPDATE	MS. JENNIFER GREENE	11
5:45	6	STATE OF EMERGENCY (SOE) DISCUSSION	MR. DERON GEOUQUE	13
5:50	7	FY 2022 APPALCART CONTRACTS	MR. CRAIG HUGHES	17
5:55	8	SHERIFF'S OFFICE REQUEST FOR AXON BODY CAMERA PROGRAM/CONTRACT YEAR 5 PAYMENT	CAPTAIN JUSTIN WOOD	37
6:00	9	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Presentation of the FY 2022 Capital Improvement Plan (CIP)		41
		B. Presentation of the Manager's FY 2022 Recommended Budget		43
		C. Proposed Property & Liability Insurance and Workers Compensation Renewals Request		45
		D. Announcements		57
6:05	10	PUBLIC COMMENT	WRITTEN SUBMISSION	58
6:10	11	BREAK		58
6:15	12	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		58
6:30	13	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

April 20, 2021, Regular Meeting

April 20, 2021, Closed Session

DRAFT

MINUTES

**WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, APRIL 20, 2021**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, April 20, 2021, at 5:30 P.M. remotely with the meeting originating in the Commissioners’ Board Room located in the Watauga County Administration Building, Boone, North Carolina.

Vice-Chairman Kennedy called the remote electronic meeting to order at 5:36 P.M. The following were present:

PRESENT: Billy Kennedy, Vice-Chairman
Carrington Pertalion, Commissioner
Charlie Wallin, Commissioner
Larry Turnbow, Commissioner
Andrea Capua, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

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

Chairman Welch was not in attendance due to a prior commitment.

APPROVAL OF MINUTES

Vice-Chairman Kennedy called for additions and/or corrections to the April 6, 2021, regular meeting and closed session minutes.

Vice-Chairman Kennedy did not request a change to the minutes but clarified that he was good with Commissioner Turnbow serving on a Minimum Housing Committee.

Commissioner Turnbow, seconded by Commissioner Pertalion, moved to approve the April 6, 2021, regular meeting minutes as presented.

VOTE: Aye-4(Kennedy, Pertalion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

Commissioner Turnbow, seconded by Commissioner Pertalion, moved to approve the April 6, 2021, closed session minutes as presented.

VOTE: Aye-4(Kennedy, Pertalion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

APPROVAL OF AGENDA

Vice-Chairman Kennedy called for additions and/or corrections to the April 20, 2021, agenda.

Commissioner Wallin, seconded by Commissioner Peralion, moved to approve the April 20, 2021, agenda as presented.

VOTE: Aye-4(Kennedy, Peralion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

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.

PROPOSED PLANNING AND DEVELOPMENT ORDINANCE

Mr. Joe Furman presented the proposed Planning and Development Ordinance. A public hearing was held at the April 6, 2021, regular meeting to allow for citizen comment on the Ordinance. No comments were received. No changes were proposed to any of the ordinances being combined into the Planning and Development Ordinance other than those prompted by NCGS 160D. However, there were some choices to be determined as dictated by 160D. Those choices were recommended by the Planning Board and included in the proposed Ordinance. Mr. Furman requested the Ordinance be made effective on April 21, 2021.

Commissioner Turnbow, seconded by Commissioner Peralion, moved to adopt the Planning and Development Ordinance, to be effective on April 21, 2021, as recommended by the Planning Board and presented by Mr. Furman.

VOTE: Aye-4(Kennedy, Peralion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

SHERIFF'S OFFICE PATROL VEHICLE EQUIPMENT PURCHASE REQUEST

County Manager Geouque stated that the Sheriff's Office had requested to utilize the North Carolina Sheriff's Association bid for new equipment and installation for six (6) new patrol vehicles. The North Carolina Sheriff's Association awarded Dana Safety Supply the bid for equipment and installation. The cost for accessory equipment and installation per vehicle was \$4,414.82. Adequate funds were included in the Fiscal Year 2020-2021 budget to cover the expenditure.

Commissioner Pertalion, seconded by Commissioner Wallin, moved to award the bid to Dana Safety Supply in the amount of \$26,488.92 for accessory equipment and installation for six (6) new vehicles.

VOTE: Aye-4(Kennedy, Pertalion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of March 2021. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the Refunds and Releases Report for March 2021 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Wallin, seconded by Commissioner Turnbow, moved to approve the Refunds and Releases Report for March 2021 as presented.

VOTE: Aye-4(Kennedy, Pertalion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

BID AWARD REQUEST FOR TRANSFER STATION IMPROVEMENTS

Mr. Rex Buck, Operations Services Director, presented the following bids for Transfer Station Improvements:

Bidder	Bid Amount – Including Bid Alternate
PADCO Excavating, Inc.	\$163,789.97
The JW Hampton Company	\$203,169.00
Simcon Company, LLC	\$273,700.00
Haren Construction Company, Inc.	\$302,000.00

Mr. Buck recommended awarding the bid to PADCO Excavating, Inc., in the amount of \$163,789.97, for Transfer Station Improvements. Adequate funds were budgeted to cover the expense.

Commissioner Pertalion, seconded by Commissioner Turnbow, moved to accept the bid from PADCO Excavating Inc. in the amount \$163,789.97 for Transfer Station Improvements.

VOTE: Aye-4(Kennedy, Pertalion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

COMMUNICATION TOWER REPAIR

Mr. Will Holt, Emergency Services Director, presented a proposed expenditure to Engineered Tower Solutions, PLLC, (ETS) in the amount of \$34,722 for needed repairs to the Rich Mountain Communication Tower. Adequate funds were available in the Fiscal Year 2020-2021 budget to cover the expense.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve the repair work with ETS in the amount of \$34,722.

VOTE: Aye-4(Kennedy, Peralion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Boards and Commissions

Workforce Development Board

County Manager Geouque stated that Mr. Keith Deveraux, Director of High Country Council of Governments Workforce Development Board, had requested the reappointment of Ms. Tara Brossa for a two-year term ending on June 30, 2023. This was a first reading.

Commissioner Turnbow, seconded by Commissioner Peralion, moved to waive the first reading and consider Ms. Brossa for reappointment.

VOTE: Aye-4(Kennedy, Peralion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

Commissioner Peralion, seconded by Commissioner Wallin, moved to reappoint Ms. Tara Brossa as a Watauga County representative on the Workforce Development Board with her term to expire on June 30, 2023.

VOTE: Aye-4(Kennedy, Peralion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

B. Announcements

County Manager Geouque announced the following:

- A Ribbon Cutting Ceremony was scheduled for the new Community Recreation Center on April 23, 2021, at 1:30 P.M. Due to COVID restrictions, the Ceremony was by invitation only.
- The Community Recreation Center was scheduled to open on Monday, April 26, 2021.

- The North Carolina Department of Transportation’s (NCDOT) Litter Sweep program was ongoing from April 10-24, 2021. For more information, please click the following link: <https://www.ncdot.gov/initiatives-policies/environmental/litter-management/Pages/litter-sweep.aspx>

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 6:02 P.M., Commissioner Turnbow, seconded by Commissioner Pertalion, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-4(Kennedy, Pertalion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

Commissioner Wallin, seconded by Commissioner Pertalion, moved to resume the open meeting at 6:45 P.M.

VOTE: Aye-4(Kennedy, Pertalion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

ADJOURN

Commissioner Turnbow, seconded by Commissioner Pertalion, moved to adjourn the meeting at 6:45 P.M.

VOTE: Aye-4(Kennedy, Pertalion, Turnbow, Wallin)
Nay-0
Absent-1(Welch)

Billy Kennedy, Vice-Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE MAY 4, 2021, AGENDA

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AGENDA ITEM 4:

**CONSIDERATION OF PROPOSED RESOLUTION EXPRESSING THE APPRECIATION OF
THE WATAUGA COUNTY BOARD OF COMMISSIONERS**

MANAGER'S COMMENTS:

The Chairman will present a resolution expressing appreciation for the assistance received throughout the April 28th tragedy.

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AGENDA ITEM 5:

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

MANAGER'S COMMENTS:

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

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

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AGENDA ITEM 6:

STATE OF EMERGENCY (SOE) DISCUSSION

MANAGER'S COMMENTS:

A modified State of Emergency for the County is attached. The section addressing electronic meetings has been removed. Future meetings of the Board of Commissioners and County affiliated Boards and Commissions shall adhere to the North Carolina Open Meetings Law as previously followed.

Staff recommends the change with an effective date of May 5, 2021 at 12:00 AM.



DECLARATION OF A STATE OF EMERGENCY

WHEREAS, the novel coronavirus (COVID-19) has been declared a pandemic by the World Health Organization, the Governor of North Carolina has declared a State of Emergency with imposed restrictions as delineated by Executive Order, and a case of COVID-19 has been presumptively confirmed positive within the borders of Watauga County; and

WHEREAS, as a result of the above-described emergency, I have determined that there is an imminent threat of, or existing conditions have caused or will cause, widespread or severe damage, injury, or loss of life or property, and public safety authorities will be unable to maintain public order or afford adequate protection for lives or property; and

WHEREAS, declaring a State of Emergency and imposing the restrictions and prohibitions ordered herein is necessary to maintain order and protect public health, safety, and welfare, and to secure property.

WHEREAS, to prepare for continuity of government during the COVID-19 incident, in the event the Chairman of the Board of Commissioners fails or ceases to act in his capacity due to illness, quarantine, or is otherwise unavailable for the conduct of necessary business, the Chairman hereby appoints the following, in the order named,

William Kennedy, Vice Chairman of the Board of Commissioners, then

Deron Geouque, the County Manager,

who shall have full authority to act in the Chairman's stead including, but not limited to, the authority to impose additional emergency restrictions as deemed to be critical for life safety or incident stabilization by the AppHealthCare Director, Emergency Services Director, and/or Sheriff.

NOW, THEREFORE, pursuant to the authority vested in me as the Chairman of the Board of Commissioners of Watauga County under Article 1A of Chapter 166A of the North Carolina General Statutes and the Watauga County Code of Ordinances:

Section 1. A State of Emergency is hereby declared within Watauga County as more particularly described in Section 2.

Section 2. The emergency area covered by this state of emergency shall be (*check box*):

- All areas within the jurisdiction of Watauga County
- The following specific areas within the jurisdiction of _____

Section 3. The following restrictions and prohibitions are imposed:

- Evacuation:** _____
- Curfew:** _____
- Restricted Access:** _____
- Business Operations:** _____
- Alcohol:** _____
- Dangerous Weapons & Gasoline (Except for lawfully possessed firearms and ammunition):** _____
- Other:** Restrictions as imposed by the Governor of North Carolina by Executive Order.
- No restrictions or prohibitions are imposed at this time.**

Section 4. I hereby order all Watauga County Sheriff’s Office law enforcement officers and employees and all other emergency management personnel subject to our control to cooperate in the enforcement and implementation of the provisions of this Declaration, all applicable local ordinances, state and federal laws, and the Watauga County Emergency Operations Plan.

Section 5. I hereby order this declaration: (a) to be distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; (b) to be filed with Clerk to the County Commissioners; and (c) to be distributed to others as necessary to ensure proper implementation of this declaration.

Section 6. This declaration shall supersede the current Declaration in effect dated September 4th, 2020 and take effect on May 5th, 2021 at 12:00 am. This Declaration shall remain in effect until modified or rescinded.

DECLARED this the April 26th, 2021 at 5:00pm.

John Welch
 Chairman, Watauga County Commissioners

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AGENDA ITEM 7:

FY 2022 APPALCART CONTRACTS

MANAGER'S COMMENTS:

Mr. Craig Hughes, AppalCART Director, will present the contracts for transportation services for the Project on Aging and Social Services Departments for FY 2022. The proposed rates for the Project on Aging, Department of Social Services, and other county functions are \$2.28 per direct mile. The \$1.45 rate had previously been the same for the last five (5) years.

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

Board action is required to approve the contracts.



April 27, 2021

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

Dear Deron:

The proposed transportation contracts with Watauga County for FY 22 have been attached for the County's consideration. The contracts include: Watauga County Project on Aging, Watauga County Project on Aging – Meals, Watauga County Department of Social Services, and Watauga County Non-Medicaid. Each contract has a rate based on "direct mileage" of \$2.28 per direct mile (Direct Mile = distance from origin to destination for each passenger.) except the Project on Aging - Meal Delivery. The direct mileage rate allows agencies to easily understand how much their bill will be impacted if they add or remove a trip and it is the rate type required by Medicaid. The rate is the same as the contract the county approved last year. The majority of the funding for this transportation is from the NCDOT Rural Operating Assistance Program grant funding and Medicaid. The Project on Aging - Meal Delivery rate is \$1.45 per direct mile due to the length of the trip and the origins and destinations.

Medicaid reimbursement and trip planning is anticipated to begin the transition to managed care July 1, 2021. It is anticipated that 15% of our Medicaid trips will be through managed care in the upcoming year and 100% in FY 2023.

Sincerely,

Craig Hughes,
Transportation Director

For FY21/22

Department of Social Services-Medicaid

This Agreement, effective this

1st day of July 2021, by and between

AppalCART and

Agency Name: Dept of Social Services – Watauga County

Contact person: Tom Hughes

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

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

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

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of July, 2021, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **Department of Social Services**, hereinafter referred to as DSS;

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

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

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

Section 3. Scope of Work.

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

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

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

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

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

3. First lien holder on all vehicles titled to the Authority shall be the North Carolina Department of Transportation - Integrated Mobility Division.
4. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with a land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2021, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 22-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$2.28 per direct vehicle mile. The Authority will submit itemized invoices to the DSS on a semi-monthly basis. DSS will have two weeks to submit the payment authorizations to NC Tracks and shall notify the Authority upon successful submission of the authorizations (If authorizations are not submitted within two weeks, then AppalCART may bill Watauga County for the services.). The Authority will then submit the requests for payment to NC Tracks. All costs charged to the DSS including any approved services performed by the Authority shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in

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

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

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

10. Passenger complaints should be reported to the Authority’s Director 828.297.1300 x 104 director@appalcart.com

11. Names of Board Members and Managers are posted and updated at www.appalcart.com , any changes will be reported to DSS.

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

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

Section 5. Termination of Agreement. Either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

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

BY: _____

John Welch
Watauga County Commissioners Chair

ATTEST:

Anita Fogle
Clerk to the County Commissioners

BY: _____

Quint David
AppalCART Board Chair

ATTEST:

Emily Beach
Clerk to the AppalCART Board

For FY 21/22

Watauga County Project on Aging

This Agreement, effective this

1st day of July 2021, by and between

AppalCART and

Agency Name: Project on Aging – Watauga County

Contact Person: Angie Boitnotte

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

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

Rate: \$2.28 per direct mile

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of July, 2021, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **PROJECT ON AGING**, hereinafter referred to as Project on Aging;

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

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

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

Section 3. Scope of Work.

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

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

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

vehicles by the North Carolina Utilities Commission. The Authority's Insurance Company is NCACC RMP.L&P

Policy # LP-AP-473-16.

3. First lien holder on all vehicles titled to the Authority shall be the North Carolina Department of Transportation - Integrated Mobility Division.
4. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with a land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2021, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 22-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$2.28 per direct vehicle mile. The Authority will submit itemized invoices to the Project on Aging on a monthly basis, payment of terms is thirty (30) days net. All costs charged to the Project on Aging, including any approved services performed by the Authority, shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in detail the nature and property of the charges. The Authority will use billing codes specified by the Project on Aging on invoices, and will report no-shows daily, and cancellations on a monthly basis.
9. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation – Integrated Mobility Division and the Watauga County Project on Aging to inspect all work, materials, payrolls, and other

data and records with regard to the Project and to audit the books, records and accounts of the Authority

pertaining to the Project.

10. Passenger complaints should be reported to the Authority’s Director 828.297.1300 x 104

director@appalcart.com

11. Names of Board Members and Managers are posted and updated at www.appalcart.com , any changes will be reported to the Project on Aging.

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

13. The Project on Aging Directors will complete the Client Registration Forms and determine eligibility for transportation services. The Authority will refer them to the appropriate Senior Center Director (LEH or WWCC).

14. At the initial registration/orientation, the Project on Aging will provide participants with a letter which states the following: cost of the service, funding source, purpose of consumer contributions, and procedures for making a donation. The Project on Aging is responsible for the collection and reporting of all donations. If a participant attempts to make a donation to the Authority’s staff, they should be referred to a Project on Aging staff member. The Authority should refer participants to the Project on Aging if there are any questions regarding consumer contributions.

Section 4. Termination of Agreement. Either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

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

BY: _____

John Welch
Watauga County Commissioners Chair

ATTEST:

Anita Fogle
Clerk to the County Commissioners

BY: _____
Quint David
AppalCART Board Chair

ATTEST:

Rachel Thomas
Clerk to the AppalCART Board

For FY21/22

Watauga County Project on Aging-Meals

This Agreement, effective this

1st day of July 2021, by and between

AppalCART and

Agency Name: Project on Aging – Watauga County

Contact Person: Angie Boitnotte

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

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

Rate: \$1.45 per direct vehicle mile

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of July, 2021, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County on behalf of the **PROJECT ON AGING**, hereinafter referred to as Project on Aging;

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

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

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

Section 3. Scope of Work.

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

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

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

The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.

5. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
6. Vehicles will be equipped with a land transportation communication radio system.
7. The Authority shall commence performance of this contract on the 1st day of July, 2021, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 22-CT-007.
8. By mutual agreement, the unit rate of said service shall be \$1.45 per direct vehicle mile. The Authority will submit itemized invoices to the Project on Aging on a monthly basis, payment of terms is thirty (30) days net. All costs charged to the Project on Aging, including any approved services performed by the Authority, shall be supported by properly executed payrolls, time records, invoices, canceled checks, deposit slips, or vouchers evidencing in detail the nature and property of the charges. The Authority will use billing codes specified by the Project on Aging on invoices, and will report no-shows daily, and cancellations on a monthly basis.
9. The Authority shall retain all records pertaining to this Project for a period of three (3) years from the date of this Agreement. The Authority shall permit North Carolina Department of Transportation – Integrated Mobility Division and the Watauga County Project on Aging to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records and accounts of the Authority pertaining to the Project.
10. Passenger complaints should be reported to the Authority's Director 828.297.1300 x 104
director@appalcart.com

11. Names of Board Members and Managers are posted and updated at www.appalcart.com , any changes will be reported to the Project on Aging.

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

Section 4. Termination of Agreement. Either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

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

BY: _____
John Welch
Watauga County Commissioners Chair

ATTEST:

Anita Fogle
Clerk to the County Commissioners

BY: _____
Quint David
AppalCART Board Chair

ATTEST:

Rachel Thomas
Clerk to the AppalCART Board

For FY 21/22

Watauga County: Non-Medicaid Transportation

This Agreement, effective this
1st day of July, 2021, by and between

AppalCART and

Agency Name: Watauga County

Contact person: Deron Geouque

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

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

Rate ---- \$2.28 per direct mile

THIS AGREEMENT, effective this 1st day of July, 2021, by and between AppalCART, hereinafter referred to as the Authority; and Watauga County;

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

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

Section 2. Adoption of Required Provision. This Agreement incorporates the required provisions of the North Carolina Department of Transportation/AppalCART Agreement under Project Number 22-CT-007, and

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

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

Section 3. Scope of Work.

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

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

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

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

3. The Authority will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of adverse weather.
4. The Authority will provide driver training for new drivers and refresher courses for long-term drivers, to ensure that all drivers have adequate knowledge of passenger safety, CPR, first aid, defensive driving and preventive vehicle maintenance.
5. The Authority shall commence performance of this contract on the 1st day of July, 2021, and shall complete, renew, or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation/AppalCART under Project Number 22-CT-007.

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

Section 4. Termination of Agreement. Either party may terminate the Agreement by giving the other party sixty (60) days advance written notice.

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

BY: _____

John Welch
Watauga County Commissioners Chair

ATTEST:

Anita Fogle
Clerk to the County Commissioners

BY: _____

Quint David
AppalCART Board Chair

ATTEST:

Rachel Thomas
Clerk to the AppalCART Board

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AGENDA ITEM 8:

**SHERIFF'S OFFICE REQUEST FOR AXON BODY CAMERA PROGRAM/CONTRACT
YEAR 5 PAYMENT**

MANAGER'S COMMENTS:

The Sheriff's Office will request the Board approve the final installment for the purchase and service contract for the Axon body cameras along with licensing fees and cloud-based storage. Adequate funds have been budgeted in the FY 2020-2021 budget.

Board approval is required to pay Axon for the final installment payment of the body cameras along with licensing fees and cloud-based storage in the amount of \$20,636.73.



WATAUGA COUNTY SHERIFF'S OFFICE

184 HODGES GAP ROAD
BOONE, NORTH CAROLINA 28607
(828) 264-3761 • FAX (828) 263-5345

LEN D. HAGAMAN, JR.
SHERIFF

To: Deron Geouque- Watauga County Manager

From: Captain Justin Wood

Ref: Payment of year 5 of the Axon body camera program/contract

The Watauga County Sheriff's Office is seeking Board approval for the payment to Axon Enterprise "Body Cameras", to make the final 5th year payment of the current contract with Axon Enterprises.

The cost of the equipment, storage of video evidence, and tech assurance will be \$ 20,636.73.



Axon Enterprise, Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
AR@axon.com
www.axon.com

Invoice

Invoice No SI-1697325
Invoice Date 16-Nov-20
Payment Term Net 30
Payment Due Date 16-Dec-20
Sales Order SO200634493
Customer account 198082
Purchase Order Year 5 Billing
Customer reference

BILL TO:

WATAUGA CO SHERIFF'S OFFICE
184 HODGES GAP RD
BOONE, NC 28607
USA

SHIP TO:

WATAUGA CO SHERIFF'S OFFICE
184 HODGES GAP RD
BOONE, NC 28607
USA

Item number	Description	Quantity	Unit price	(USD)Amount
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	11	180.00	1,980.00
85079	TECH ASSURANCE PLAN DOCK ANNUAL PAYMENT	12	36.00	432.00
85110	EVIDENCE.COM INCLUDED STORAGE	20	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	160	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	480	0.00	0.00
85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	4	948.00	3,792.00
85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	12	948.00	11,376.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	1	336.00	336.00
87065	TECH ASSURANCE PLAN BODY 2 CAMERA PAYMENT	5	252.00	1,260.00
88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	1	300.00	300.00

Please see <https://www.axon.com/legal/sales-terms-and-conditions> for all sales terms and conditions

Invoice Total	19,476.00
Shipping	0.00
Sales Tax	1,160.73
Total	20,636.73
Amount Received	0.00
BALANCE DUE	USD 20,636.73

Continued on next page



Axon Enterprise, Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: (480) 991-0797
 Fax: (480) 991-0791
 AR@axon.com
 www.axon.com

Invoice

Invoice No	SI-1697325
Invoice Date	16-Nov-20
Payment Term	Net 30
Payment Due Date	16-Dec-20
Sales Order	SO200634493
Customer account	198082
Purchase Order	Year 5 Billing
Customer reference	

RETURN THIS PORTION WITH YOUR PAYMENT

WATAUGA CO SHERIFF'S OFFICE
 184 HODGES GAP RD
 BOONE, NC 28607
 USA

BALANCE DUE	20,636.73
Currency	USD

For ACH Payments:(Preferred Method)

Account Name	Axon Enterprise, Inc.
Account Number	634912729
Bank Routing/Transit	122100024
Reference Number	SI-1697325

For Wire Transfers:

Beneficiary	Axon Enterprise, Inc.
Account Number	634912729
Bank Routing/Transit	021000021
SWIFT Code	CHASUS33
Reference Number	SI-1697325

For Lockbox Payments Mail To:

Axon Enterprise, Inc.	
PO BOX 29661	
DEPARTMENT 2018	
PHOENIX, AZ 85038-9661	
Reference Number	SI-1697325

Please reference the invoice number on your ACH, Wire or Check payment

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer

The rest of this page is intentionally left blank

End

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Presentation of the FY 2022 Capital Improvement Plan (CIP)

MANAGER’S COMMENTS:

The County Manager will present the FY 2021-2022 Capital Improvement Plan (CIP) for your review prior to discussion during the upcoming budget work sessions. A link to the FY 2021-2022 CIP and Budget documents will be provided on the day of the meeting.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Presentation of the Manager's FY 2022 Recommended Budget

MANAGER'S COMMENTS:

The Manager will present his Recommended FY 2022 Budget at the meeting and review highlights. If you have questions, please feel free to call or discuss at the budget work sessions scheduled on Thursday, May 13, 2021, beginning at 12:00 P.M. and Friday, May 14, 2021 at 9:00 A.M.

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

A public hearing will be held on May 18, 2021, at 5:30 P.M. to allow citizen comment on the proposed budget.

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AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Proposed Property & Liability Insurance and Workers Compensation Renewals Request*****MANAGER'S COMMENTS:**

Renewal rates for property and liability insurance and workers compensation will be presented for the Board's consideration. The rate for property and liability is \$205,592 or a \$10,071 increase and the rate for workers compensation remains the same at \$237,279. Based on prior years' claims experience, staff is recommending continuing the property deductible at \$5,000. The Manager's recommended budget includes adequate funds to cover the insurance premiums.

Board approval is requested to accept the renewals for property and liability insurance and workers compensation from the North Carolina Association of County Commissioners (NCACC), in the amount of \$205,592 and \$237,279 respectively.



NCACC Risk Management Pools Liability and Property

County: Watauga County							
RENEWAL ESTIMATE		JULY 1, 2021 TO JULY 1, 2022		Date of Quote 4/16/2021			
Coverage	Contract Limit	Deductible	Renewal Exposure		Contribution		
Property	Insured Values	\$1,000	Total Property Values	\$98,261,747	54,201		
Named Storm		\$1,000					
		\$1,000	Total Inland Marine Values	\$8,906,235	4,913		
Flood, NFIP		\$500,000					
Flood/Earthquake		\$25,000		Total		\$59,114	
General Liability	\$2,000,000	\$0	Population	56,463	15,377		
			Number of EMTs	0	0		
			Total		\$15,377		
Automobile Liability	\$2,000,000	\$0	Total # of Vehicles (Liability)	131	33,597		
Excess Auto Liability					0		
Physical Damage			Actual Cash Value	\$1,000	Total # of Vehicles (PD)	131	16,576
Replacement Cost			\$0		Value of Selected Veh.	\$0	\$0
			Total		\$50,173		
Crime	\$250,000	\$1,000	Money on Premises	1	\$968		
			Great than \$250,000	0	\$0		
			Total		\$968		
Public Officials Liability	\$2,000,000 <i>per occurrence</i> \$6,000,000 <i>aggregate</i>	\$5,000	Population	56,463	24,471		
	Total			\$24,471			
Law Enforcement Liability	\$2,000,000 <i>per occurrence</i> \$6,000,000 <i>aggregate</i>	\$5,000	Class A Employees	48	26,519		
	Class B Employees		29	8,987			
	Class C Employees		18	1,902			
	Total			\$37,408			
Employment Practices Liability	\$2,000,000 <i>per occurrence</i> \$6,000,000 <i>aggregate</i>	\$5,000	Population	56,463	13,081		
	Total			\$13,081			
Employee Benefits Liability	\$2,000,000	\$5,000			included		
	Total			included			
Environmental Impairment Liability	\$250,000 <i>aggregate</i>	\$0			included		
	Total			included			
Privacy or Security Event Liability	\$1,000,000	\$5,000	Population				
	Total			\$5,000			
Annual Estimated Contribution					\$205,592		

Please return this document with your signed proposal.

2021 PROPERTY SUBLIMITS

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

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



NCACC Risk Management Pools Liability and Property

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

Quoted on: **4/16/2021**

Annual Payment Plan:	\$205,592
-----------------------------	------------------

We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. A two percent late payment fee will be assessed on all amounts received after that date.

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

Accepted by:

Signature _____

Printed Name _____

Print Title _____

Date _____

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

Financial Officer:

Signature _____

Date _____

Please sign and return the accepted proposal by June 15th, 2021.



NCACC Risk Management Pools Liability and Property

JULY 1, 2021 TO JULY 1, 2022		Quoted on: 4/16/2021							
Renewal Estimate	County or Entity:		Watauga County						
Deductible Adjustment Options	Per Occurrence Deductibles								
Liability & Property Line	\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$75,000	\$100,000
PROPERTY		\$0	\$3,089	\$6,179	\$9,756	\$14,905	\$18,862	\$21,138	\$22,873
INLAND MARINE		\$0	\$118	\$246	\$432	\$806	\$1,199	\$1,523	\$1,759
GENERAL LIABILITY	\$692	\$1,123	\$1,568	\$1,984	\$2,476	\$3,398	\$4,244	\$4,921	\$5,505
AUTO LIABILITY	\$907	\$1,579	\$2,856	\$4,065	\$5,611	\$7,895	\$9,575	\$10,717	\$11,490
AUTO PHYSICAL DAMAGE		\$0	\$2,404	\$4,459	\$6,332	\$7,724	\$8,288	\$8,570	\$8,686
CRIME									
PUBLIC OFFICIALS LIAB.		\$0	\$0	\$0	\$954	\$2,839	\$4,796	\$6,044	\$6,827
LAW ENFORCEMENT LIAB.		\$0	\$0	\$0	\$1,459	\$4,339	\$7,332	\$9,240	\$10,437
EMPLOYMENT PRACTICES LIAB.		\$0	\$0	\$0	\$366	\$1,164	\$2,014	\$2,538	\$2,969

Please return this document with your signed proposal.



NCACC Risk Management Pools Liability and Property

County or Entity: **Watauga County**

INCENTIVE ELIGIBILITY

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

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

Participation In Multiple Pools

\$10,885

Longevity Credit

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

3.0%

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

Please return this document with your signed proposal.



NCACC Risk Management Pools Liability and Property

JULY 1, 2021 TO JULY 1, 2022

Quoted on: **4/16/2021**

Renewal Estimate

EXCESS LIABILITY

County or Entity: **Watauga County**

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

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

EXCESS LIABILITY	ANNUAL CONTRIBUTION	SELECT LIMIT
<u>DECLINE EXCESS COVERAGE</u>	[REDACTED]	<input type="checkbox"/>
\$1,000,000 excess of \$2,000,000 underlying	\$ 13,401	<input type="checkbox"/>
\$2,000,000 excess of \$2,000,000 underlying	\$ 19,387	<input type="checkbox"/>
\$3,000,000 excess of \$2,000,000 underlying	\$ 24,844	<input type="checkbox"/>
\$4,000,000 excess of \$2,000,000 underlying	\$ 30,182	<input type="checkbox"/>

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

Approved by:

Signature _____

Printed Name _____

Print Title _____

Date _____

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

Financial Officer:

Signature _____

Date _____

Please return this document with your signed proposal.



NCACC Risk Management Pools Liability and Property

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

Watauga County

LIABILITY AND PROPERTY DEDUCTIBLE OPTIONS

JULY 1, 2021 to JULY 1, 2022

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

Please return this document with your signed proposal.



NCACC Risk Management Pools Workers Compensation

RENEWAL ESTIMATE JULY 1, 2021 TO JULY 1, 2022

Quoted on: **4/16/2021**

Member: **WATAUGA COUNTY**

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

Class Code	Description	Annual Remuneration	Modified Rate	Modified Contribution
7710	FIREFIGHTERS & DRIVERS PATROL OR PROTECTIVE CORPS	\$109,115	3.097	\$3,379
7720	SHERIFF'S DEPT. OFFICERS & DRIVERS	\$3,721,244	2.959	\$110,127
8810	CLERICAL	\$4,062,306	0.263	\$10,667
8810x	CLERICAL -DSS - N/A	\$1,224,966	0.263	\$3,217
8831	HOSPITAL VETERINARY & DRIVERS	\$92,663	1.151	\$1,067
8835	NURSING- HOME HEALTH , PUBLIC & TRAVELING ALL EMPLOY	\$186,490	2.615	\$4,878
9015	BUILDINGS - NOC	\$820,774	3.353	\$27,523
9061	CLUBS & SENIOR CENTERS: NOC & CLERICAL	\$140,573	1.145	\$1,609
9102	PARK NOC ALL EMPLOYEES/DRIVERS	\$376,027	2.052	\$7,716
9403	ASHES GARBAGE OR REFUSE COLLECTION & DRIVERS	\$318,272	6.901	\$21,963
9410	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	\$2,451,065	1.720	\$42,168
9410x	MUNICIPAL TOWNSHIP COUNTY OR STATE EMPLOYEES NOC	\$0	1.720	\$0
9999	VOLUNTEERS (NCACC designated class)	\$10,000	29.637	\$2,964

Total Estimated Payroll
Subject to audit.

\$13,513,495

2021-2022 Contribution: \$237,279

Please return this document with your signed proposal.



NCACC Risk Management Pools Workers Compensation

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

Quoted on: **4/16/2021**

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

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

Accepted by:

Signature _____

Printed Name _____

Print Title _____

Date _____

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

Financial Officer:

Signature _____

Date _____

Please sign and return the accepted proposal by June 15th, 2021.

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AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

MANAGER'S COMMENTS:

Budget work sessions are scheduled for May 13th and 14th from 12:00 P.M. to 8:00 P.M. and 9:00 A.M. to 1:00 P.M., respectively.

A public hearing will be held on Tuesday, May 18, 2021, at 5:30 P.M. to allow for citizen comment on the Manager's FY 2022 Recommended Budget.

AGENDA ITEM 10:

PUBLIC COMMENT

AGENDA ITEM 11:

BREAK

AGENDA ITEM 12:

CLOSED SESSION

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