

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

**TUESDAY, MAY 21, 2019  
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: May 7, 2019, Regular Meeting May 7, 2019, Closed Session May 8, 2019, Special Meeting May 9, 2019, Special Meeting		1
	3	APPROVAL OF THE MAY 21, 2019 AGENDA		13
5:35	4	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2020 PROPOSED BUDGET	MR. DERON GEOUQUE	15
5:40	5	REQUEST FOR LONG TERM CAPITAL IMPROVEMENT PLAN FUNDS	DR. SCOTT ELLIOTT	19
5:45	6	EMERGENCY SERVICES MATTERS A. Proposed Updates to the Watauga County Emergency Operations Plan B. Out-of-State Travel Request	MR. TAYLOR MARSH	21 27
5:50	7	PROPOSED AGREEMENT FOR SOLID WASTE DISPOSAL SERVICES	MR. REX BUCK	29
5:55	8	TAX MATTERS A. Monthly Collections Report B. Refunds & Releases	MR. LARRY WARREN	65 67
6:00	9	FINANCE MATTERS A. Budget Amendments B. Proposed Amendments to the Audit Contract	MS. MISTY WATSON	73 75
6:05	10	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Boards and Commissions B. Announcements	MR. DERON GEOUQUE	79 93
6:10	11	PUBLIC COMMENT		95
7:10	12	BREAK		95
7:15	13	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3) Land Acquisition – G. S. 143-318.11(a)(5)(i)		95
7:30	14	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

May 7, 2019, Regular Meeting

May 7, 2019, Closed Session

May 8, 2019, Special Meeting

May 9, 2019, Special Meeting

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, MAY 7, 2019**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, May 7, 2019, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

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

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

**APPROVAL OF MINUTES**

Chairman Welch called for additions and/or corrections to the April 16, 2019, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the April 16, 2019, regular meeting minutes as presented.

VOTE: Aye-5  
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the April 16, 2019, closed session minutes as presented.

VOTE: Aye-5  
 Nay-0

**APPROVAL OF AGENDA**

Chairman Welch called for additions and/or corrections to the May 7, 2019, agenda.

County Manager Geouque requested to add Land Acquisition, per G. S. 143-318.11(a)(5)(i) to the scheduled closed session.

Commissioner Yates requested to add discussion regarding a disposal issue at Sanitation due to recent citizen calls.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the May 7, 2019, agenda as amended.

VOTE: Aye-5  
Nay-0

### **PEG CHANNEL AGREEMENT WITH APPSTATE**

Mr. Robert Gelber, General Manager of AppTV, presented a proposed agreement certifying AppTV as Watauga County's education PEG channel. The agreement would enable AppTV to record and store county commissioner meetings, relay local emergency alerts and open up more opportunities in the future. Mr. Gelber stated that AppTV is run by students who are preparing for careers in TV. Mr. Gelber stated that the rights to the content of recordings belonged to the current students of the program.

County Manager Geouque stated that in a separate agreement the County would have a "kill" switch so all meetings in the room (including closed sessions) would not be recorded. The County Manager stated that the County did not have staff to video the meetings and the County would not keep the taped recordings. Concerns regarding copyrights and to whom the property would belong came up during discussion.

Commissioner Yates, seconded by Commissioner Turnbow, moved to table to allow the County Attorney and County Manager to work on concerns.

Mr. Gelber stated that approval was desired in time for AppTV's state certification in early July.

### **PURCHASE OF EQUIPMENT FOR BODY STORAGE AT THE WATAUGA MEDICAL CENTER**

Due to recent changes regarding the storage of dead bodies, the County has been working with the Health Department and Watauga Medical Center for a suitable location. The Medical Center graciously agreed to serve as the facility. The Board approved recently the agreement between the County and the Medical Center to serve as the facility for the storage of bodies. As stated previously, a future budget request was to be forthcoming to outfit the space with coolers to house the bodies and other potential ancillary equipment.

Ms. Jennifer Greene, AppHealth Director, presented a quote from Mopec in the amount of \$41,963.64 for a three person cooler which is the best option. The annual equipment monitoring service fee with Advanced Detection Solutions, LLC is in the amount of \$180. County Manager Geouque stated that this is a onetime cost (with the exception of the annual monitoring fee) and recommended funds for the coolers will be allocated from the professional services line item.

VOTE: Aye-5  
Nay-0

### **COMMUNITY RECREATION CENTER CHANGE ORDER #3**

Mr. Chad Roberson, ClarkNexsen, gave a brief progress update on the construction of the Community Recreation Center. Mr. Roberson stated that the steel erection continues, Phase II demolition is set to begin in the next thirty days, and the completion date is April 21, 2020.

Mr. Roberson also presented Change Order #3 for the Community Recreation Center. The change order reconciles the alternates that were delayed in their actual approval until the project progressed to a point where the foundation work was complete and steel was starting to be erected. To date the budget summary indicates no increase in the total project cost and an owner contingency balance of \$776,107.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve Change Order # 3 for the Community Recreation Center as presented.

VOTE: Aye-5  
Nay-0

### **SOIL AND WATER CONSERVATION OFFICE REQUEST TO EXTEND OFFICE HOURS**

Mr. Denny Norris, Watauga County Soil and Water Conservation District Chairman, requested approval to a change in their hours of operations. Several years ago the Department changed the hours of operation to 7:30 A.M. to 5:00 P.M. from 8:00 A.M. to 5:00 P.M. Mr. Norris requested the hours be changed to 7:30 A.M. to 5:30 P.M. Mr. Norris stated that the hours will be helpful to many farmers who also work at other jobs. Mr. Norris stated that the hour change would only be until daylight savings time ends.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the hours of operation for the Soil and Water Conservation Office be set at 7:30 A.M. to 5:30 P.M. until daylight savings time ends as presented by Mr. Norris.

VOTE: Aye-5  
Nay-0

### **UPDATED NC DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)/COUNTY MEMORANDUM OF UNDERSTANDING (MOU) PURSUANT TO G. S. 108A-74**

On behalf of Mr. Tom Hughes, DSS Director, County Manager Geouque presented an updated Memorandum of Understanding (MOU) with the Department of Health and Human Services for all social services programs. The County Manager stated that the current version is a little friendlier than the original version. The MOU does not allow for the County to affix any documentation not included as part of the original document. The County Manager stated that Mr. Hughes recommended approval of the MOU as presented.

County Manager Geouque stated that the Board could table consideration, not accept the MOU, or send a letter to the State with concerns regarding the MOU.

After discussion, Chairman Welch tabled consideration to allow time for review and consultation from the County Attorney.

### **PROPOSED UPGRADE TO RECREATION SOFTWARE**

Mr. Stephen Poulos, Parks and Recreation Director, presented a proposed software upgrade with Vermont Systems Recreation and Parks Software to the current system used by the Department in preparation for the new Community Recreation Center (CRC) opening. The upgrade will be required to enter and track memberships and schedule the facilities at the CRC. The upgrade and training will cost approximately \$35,816 and require an annual maintenance fee of \$3,366.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to approve the software upgrade, training, and annual maintenance fee as presented by Mr. Poulos.

VOTE: Aye-5  
Nay-0

### **MAINTENANCE MATTERS**

#### ***A. Request for Exemption from Quality Based Selection Process for the Procurement of Engineering Services***

Mr. Robert Marsh, Maintenance Director, requested the exemption of the Complex 1 field reorientation and new courts project from N.C. General Statute 143-64.31. Timmons Group designed the Anne Marie fields located adjacent to the complex field. Due to Timmons Group's working knowledge of the project and previous work for the county; staff would recommend the Board exempt this project from N.C. General Statute 143-64.31 and select Timmons Group for the final design, bidding, and construction administration as they would be the most qualified for the project.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to exempt Complex 1 field reorientation and new courts project from N.C. General Statute 143-64.31 and select Timmons Group for the final design, bidding, and construction administration for the project.

VOTE: Aye-5  
Nay-0

#### ***B. Request to Hire Timmons Group for Design of New Recreational Facilities (Tennis and Basketball Courts)***

Mr. Marsh presented a proposed contract in the amount of \$33,100 with Timmons Group for engineering and design of the outdoor facilities at the new Community Recreation Center. Mr. Marsh stated that the County was very satisfied with services provided by the Timmons Group for the baseball fields in earlier projects.

Commissioner Yates, seconded by Commissioner Wallin, moved to contract with the Timmons Group in the amount of \$33,100 for the recreational facilities at the new Community Recreation Center as presented by Mr. Marsh.

VOTE: Aye-5  
Nay-0

**REQUEST TO ACCEPT NC DEPARTMENT OF NATURAL AND CULTURAL RESOURCES GRANT FOR RENOVATIONS AND IMPROVEMENTS TO THE WESTERN WATAUGA COMMUNITY CENTER**

Ms. Misty Watson, Finance Director, requested acceptance of a grant awarded by the North Carolina Department of Natural and Cultural Resources in the amount of \$30,000 for the Western Watauga Community Center. Senator Ballard was instrumental in the grant award to the County. The funds will be utilized to upgrade lighting, HVAC replacement, and restroom renovations.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to approve the grant with the North Carolina Department of Natural and Cultural Resources in the amount of \$30,000 for renovations at the Western Watauga Community Center.

VOTE: Aye-5  
Nay-0

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***A. Presentation of the FY 2020 Capital Improvement Plan (CIP)***

The County Manager presented the FY 2019-2020 Capital Improvement Plan (CIP) for review prior to discussion during the upcoming budget work sessions.

***B. Presentation of the Manager's FY 2020 Recommended Budget***

The County Manager presented his Recommended FY 2020 Budget and reviewed highlights. He announced upcoming budget work sessions scheduled on Wednesday, May 8, 2019, beginning at 2:00 P.M. and Thursday, May 9, 2019 at 9:00 A.M. A public hearing will be held on May 21, 2019, at 5:30 P.M. to allow citizen comment on the proposed budget.

***C. Proposed Lease Renewal with Cove Creek Preservation and Development (CCP&D)***

County Manager Geouque presented a proposed lease extension for the Old Cove Creek School property, as requested by the Cove Creek Preservation and Development (CCP&D). Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon 10 days' public notice. The notice has been given.

Vice-Chairman Kennedy requested wording be added requiring CCP&D to get County approval prior to cutting trees on the property.

Commissioner Turnbow, seconded by Commissioner Yates, moved to approve the lease subject to the addition of the clause regarding CCP&D obtaining County permission to cut trees.

VOTE: Aye-5  
Nay-0

***D. Proposed Appalachian Enterprise Center Lease Renewal with NC Works***

County Manager Geouque presented a proposed lease with the High Country Workforce Development Board (HCWDB) for a portion of the Appalachian Enterprise Center (AEC). Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon 10 days' public notice. The notice has been given.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the lease as presented by the County Manager.

VOTE: Aye-5  
Nay-0

***E. Bid Award for Re-turfing of One of the Two Fields At Ted Mackorell Soccer Complex***

Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to recuse Chairman Welch from discussion of this topic as he is an employee of Appalachian State University.

VOTE: Aye-5  
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to recuse Commissioner Wallin from discussion of this topic as he is an employee of Appalachian State University.

VOTE: Aye-5  
Nay-0

County Manager Geouque stated that a committee consisting of County and ASU staff, along with High Country Soccer Association members has been meeting to select a vendor to replace the turf at one of the two soccer fields at the complex. The other field will be replaced in the next five (5) years. The current turf is approximately eleven (11) years old. The committee has met multiple times over the past several months reviewing and analyzing the different vendors with each given the opportunity to meet to discuss their product. High Country Soccer handled the bid process. Three bids were received from AstroTurf, FieldTurf, and Medallion.



AstroTurf's bid in the amount of \$411,000 was selected as the committee's recommendation based on the maintenance package and a sweeper/brush that was included. The County Manager stated that funds would be allocated from the administrative contingency. The "A" on the field for Appalachian State University will be paid for in full by Appalachian State University.

After discussion, Commissioner Turnbow, seconded by Commissioner Yates, moved to accept AstroTurf's bid in the amount of \$411,000 with the County to pay one-third (1/3), in the amount of \$137,000, and allocate the funds from the administrative contingency.

VOTE: Aye-3(Kennedy, Turnbow, Yates)  
Nay-0  
Recused-2(Welch, Wallin)

Commissioner Turnbow, seconded by Commissioner Yates, moved to reinstate Chairman Welch and Commissioner Wallin to the meeting.

VOTE: Aye-3(Kennedy, Turnbow, Yates)  
Nay-0  
Recused-2(Welch, Wallin)

#### ***F. Boards and Commissions***

County Manager Geouque share the following for consideration:

##### *Economic Development Commission*

Three (3) terms on the Economic Development Commission will expire in June. Mr. Tad Dolbier has served one (1) term, is eligible for another, and would like to be reappointed. The terms of Mr. Doug McGuire and Mr. Ray Cameron are also expiring. Mr. McGuire has not attended a meeting since January, 2017. Mr. Cameron has not attended since January, 2018, and had previously informed me of his intention to move towards retirement and to be in town less frequently. During the past several months, two (2) volunteer applications have been received and are attached. Also attached is a current roster. Terms are three (3) years with a limit of two (2) consecutive terms. This was a first reading and, therefore, no action was required nor taken.

##### *Boone Rural Fire Protection Service District Board*

Each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board whose terms run concurrent with the term of the appointing Commissioner. Boone Rural Fire Service District Board members must own property and reside within that Fire Service District. Commissioner Wallin nominated Ms. Mary Cavanaugh to serve as his representative.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to appoint Ms. Mary Cavanaugh as Commissioner Wallin's representative to the Boone Rural Fire Protection Service District Board.

VOTE: Aye-5  
Nay-0

### ***G. Announcements***

County Manager Geouque announced the following:

- Budget Work Sessions are scheduled for Wednesday, May 8, 2019, beginning at 2:00 P.M. and Thursday, May 9, 2019, beginning at 9:00 A.M. The Work Sessions will be held in the Commissioners' Board Room.
- The Trustees of Caldwell Community College & Technical Institute invites the Board of Commissioners to a meeting on Wednesday, May 15, 2019, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Boone NC, in Room 112.
- A public hearing will be held on Tuesday, May 21, 2019, beginning at 5:30 P.M. to allow citizen comment on the FY 2020 Proposed Budget.
- County Manager Geouque stated that May 17 and May 24 were potentially good dates for a special meeting with Senator Ballard and Representative Russell. By consensus the Board agreed the May 17 date would work best.
- The Military Officers Association of America's 12<sup>th</sup> Annual Memorial Day Program will be held at Boone Mall on Monday, May 27, 2019, with the ceremony commencing at 10:30 A.M.

### **PUBLIC COMMENT**

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

Mr. Eric Plagg, Chairperson for the Town of Boone Historic Preservation Board, requested the County and Town of Boone work together for solutions for the Turner house on County owned property located adjacent to the County Administration Building in Downtown Boone.

County Manager Geouque stated that the County has sent letters to the Town regarding the house and the Town of Boone plans to discuss the issue at their next meeting.

Mr. Wright Tilley, Executive Director of Watauga County Tourism Development Authority (TDA), stated that Destination By Design, who is designing the improvements at Howard's Knob Park, recently met with homeowners located near the project and is working on renovations to their design which will be reported to the TDA.

### **CLOSED SESSION**

At 10:37 A.M., Commissioner Wallin, seconded by Commissioner Turnbow, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Land Acquisition, per G. S. 143-318.11(a)(5)(i).

VOTE: Aye-5  
Nay-0

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to resume the open meeting at 11:57 A.M.

VOTE: Aye-5  
Nay-0

Commissioner Yates stated that Mr. Steve Loflin had sent a letter stating dissatisfaction with the Board of Equalization and Review's decision regarding property he owns. County Manager Geouque stated that he would pass the letter along to the Tax Administrator and let him know that the Board of Commissioners reinforce the Board of Equalization and Review's decision.

**ADJOURN**

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to adjourn the meeting at 12:01 P.M.

VOTE: Aye-5  
Nay-0

John Welch, Chairman

ATTEST:  
Anita J. Fogle, Clerk to the Board

**DRAFT**

MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING, WEDNESDAY, MAY 8, 2019

The Watauga County Board of Commissioners held a budget work session on Wednesday, May 8, 2019, in the Commissioners' Conference Room, Watauga County Administration Building. Those present were: Chairman Welch, Vice-Chairman Kennedy, Commissioner Turnbow, Commissioner Wallin, Commissioner Yates, County Manager Geouque, and Finance Director Watson.

Chairman Welch called the meeting to order at 2:18 P.M.

County Manager Geouque and Finance Director Watson reviewed the proposed Fiscal Year 2019-2020 budget for Board discussion.

Board of Education Chairman Ron Henries, Member Jay Fenwick, Member Brenda Reese and staff members Dr. Scott Elliott, Dr. Stephen Martin, Daniel Clark and Ly Marze came at 3:00 P.M. to review Watauga County School System budget needs.

The meeting was adjourned at 7:30 P.M.

John Welch, Chairman

ATTEST:  
Deron T. Geouque  
County Manager

**DRAFT**

MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING, THURSDAY, MAY 9, 2019

The Watauga County Board of Commissioners held a budget work session on Thursday, May 9, 2019, in the Commissioners' Conference Room, Watauga County Administration Building. Those present were: Chairman Welch, Vice-Chairman Kennedy, Commissioner Turnbow, Commissioner Wallin, Commissioner Yates, County Manager Geouque, and Finance Director Watson.

Chairman Welch called the meeting to order at 9:23 A.M.

County Manager Geouque and Finance Director Watson continued to review the proposed Fiscal Year 2019-2020 budget for Board discussion.

The meeting was adjourned at 10:24 A.M.

John Welch, Chairman

ATTEST:  
Deron T. Geouque  
County Manager

**AGENDA ITEM 3:**

**APPROVAL OF THE MAY 21, 2019, AGENDA**

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**AGENDA ITEM 4:**

**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2020 PROPOSED BUDGET**

**MANAGER’S COMMENTS:**

A public hearing has been scheduled to allow citizen comment on the Manager's Recommended Budget for Fiscal Year 2020. Included in your packet is the change made during your budget work sessions. At the conclusion of the public hearing, you may wish to schedule an additional work session to make any additional changes prior to staff preparing the budget ordinance for adoption at one of the Board’s June meetings.

Direction from the Board is requested.



**PUBLIC HEARING NOTICE**

THE WATAUGA COUNTY MANAGER'S RECOMMENDED BUDGET FOR FISCAL YEAR 2019/2020 HAS BEEN SUBMITTED TO THE WATAUGA COUNTY BOARD OF COMMISSIONERS AS OF TUESDAY, MAY 7, 2019. A COPY OF THE PROPOSED BUDGET IS AVAILABLE FOR PUBLIC INSPECTION ONLINE AT [WWW.WATAUGACOUNTY.ORG](http://WWW.WATAUGACOUNTY.ORG); IN THE COUNTY MANAGER'S OFFICE LOCATED IN THE WATAUGA COUNTY ADMINISTRATION BUILDING; AND AT THE PUBLIC LIBRARIES IN BOONE, BLOWING ROCK AND THE WESTERN WATAUGA COMMUNITY CENTER. A PUBLIC HEARING ON THE PROPOSED BUDGET SHALL BE HELD ON TUESDAY, MAY 21, 2019, AT 5:30 P.M. TO ALLOW PUBLIC COMMENT AT WHICH TIME ANY PERSONS WHO WISH TO BE HEARD ON THE BUDGET MAY APPEAR. THE BUDGET HEARING WILL BE HELD IN THE COMMISSIONERS' BOARD ROOM LOCATED IN THE WATAUGA COUNTY ADMINISTRATION BUILDING AT 814 WEST KING STREET, BOONE, NORTH CAROLINA. IF YOU HAVE QUESTIONS, PLEASE CALL 265-8000.

JOHN WELCH  
CHAIRMAN

## Budget Change Summary

### General Fund

	Revenues	Expenditures	
5/9/2019		(10,000)	Reduce Southern Appalachian Historical Association funding from \$22,000 to \$12,000
		10,000	Increase General Administration Contingency
<b>net change</b>	<b>\$ -</b>	<b>\$ -</b>	<b>Overall Budget Increase</b>

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**AGENDA ITEM 5:**

**REQUEST FOR LONG TERM CAPITAL IMPROVEMENT PLAN FUNDS**

**MANAGER'S COMMENTS:**

Dr. Scott Elliott, Watauga County School Superintendent, will request the Board release \$328,210 from the School CIP balance for Phase I design work. Phase I design consists of Blowing Rock, Hardin Park, and Parkway HVAC preliminary work.

Board action is required to release the \$328,210 from the School CIP balance to pay for Phase I design work.



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# Watauga County Board of Education

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OFFICE OF THE SUPERINTENDENT  
MARGARET E. GRAGG EDUCATION CENTER  
175 PIONEER TRAIL, BOONE, NC 28607

TEL: (828) 264-7190  
FAX: (828) 264-7196

TO: Deron Geouque, County Manager  
Misty Watson, Finance Director  
Watauga County

FROM: Dr. Scott Elliott, Superintendent  
Ly Marze, Finance Officer  
Watauga County Schools

DATE: May 14, 2019

RE: Long Term CIP Funds Request

Watauga County Schools respectfully requests the release of \$328,210 from the Long Term CIP funds for the Phase 1 Design contract with Clark Nexsen. The Watauga County Board of Education approved this contract with Clark Nexsen at its April 8, 2019 meeting after reviewing several Requests for Qualifications.

Thank you for your continued support of Watauga County Schools.

**AGENDA ITEM 6:**

**EMERGENCY SERVICES MATTERS**

***A. Proposed Updates to the Watauga County Emergency Operations Plan***

**MANAGER'S COMMENTS:**

Mr. Taylor Marsh, Fire Marshal, will present recent changes to the County's Emergency Operations Plan (EOP). The changes are minor and are mainly for correction of names in key positions.

Board action is required to adopt the changes to the Emergency Operations Plan as presented.

RECORD OF CHANGES

CHANGE NUMBER	DATE OF CHANGE	DATE ENTERED	CHANGE MADE BY (SIGNATURE)
1 Change of name to Watauga County Emergency Svcs Director on Organizational Chart	1/18/2019	1/18/2019	TM
2 County Profile Update Change of name Emergency Svcs Director	1/18/2019	1/18/2019	TM

**STATEMENT OF APPROVAL**

The undersigned agree to the responsibilities assigned to their organization in the Watauga County Emergency Operations Plan.

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Chair, Watauga County Board of Commissioners

Date



# Watauga County Emergency Operations Plan (continued)

**Command and Control** - The Watauga County Disaster Management function is set up based upon an **Incident Command System (ICS)** model.

**Damage Assessment** – The Watauga Emergency Management office is in charge, however the Watauga Tax Office and local fire departments do the actual preliminary damage assessment.

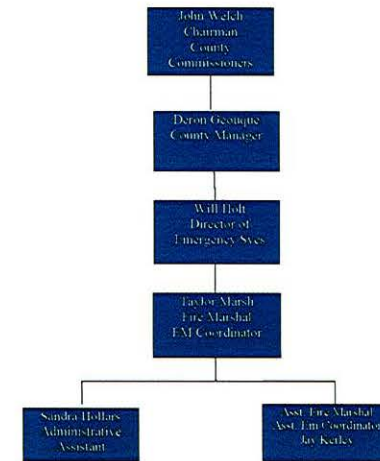
**Hazardous Materials** - The **Watauga County Local Emergency Planning Committee (LEPC)** has the responsibility for the development of the county response plan in addition to development of site specific plans for industries that pose a significant hazard to the community because of the hazardous materials on site.

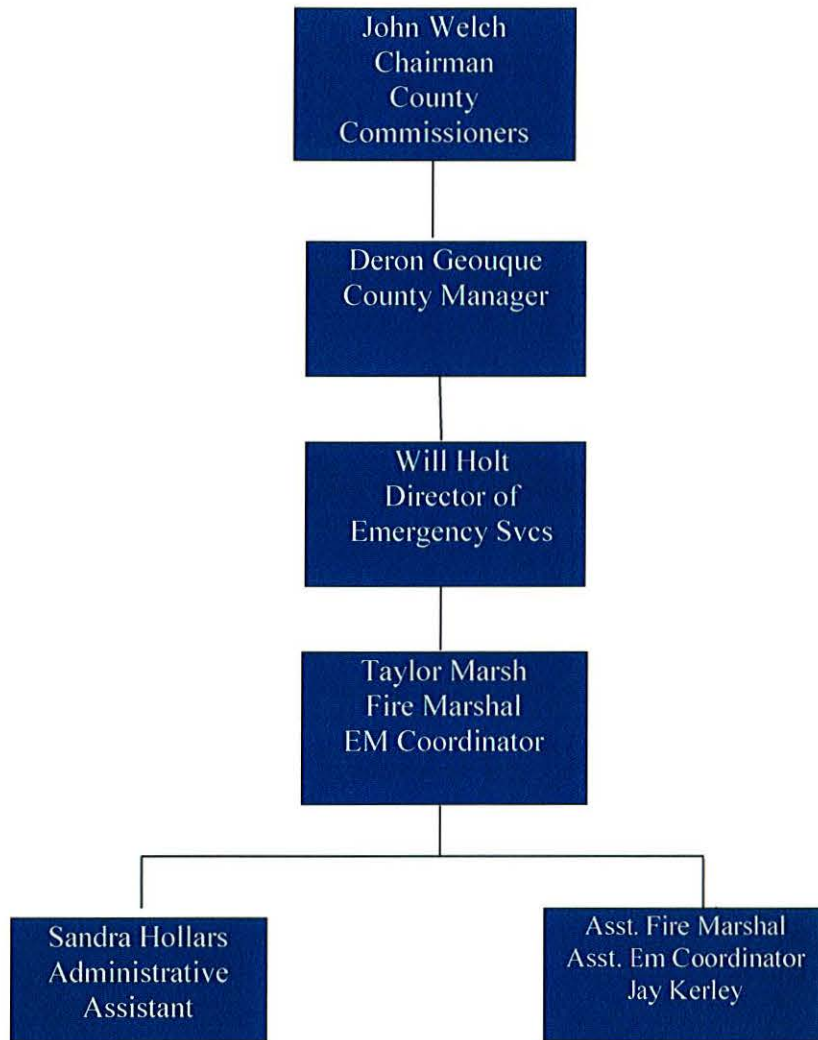
**Resource Management** – There is no on-going delegation of Authority. Visiting staff would have to get authority from the Watauga County Board of Commissioners. Watauga County tracks county resources using an Incident Management System, which is a locally developed computer system. A T-card system, which is paper based, is used as a back-up system.

## Expenses

The Watauga County Finance Director authorizes spending money for the county.

Emergency Management has the authority to spend \$1,000 without further approval.





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**AGENDA ITEM 6:**

**EMERGENCY SERVICES MATTERS**

***B. Out-of-State Travel Request***

**MANAGER’S COMMENTS:**

Mr. Taylor Marsh will request the Board approve out-of-state travel to Virginia for himself and Director Holt to visit the National Weather Service office in Blacksburg. This is a requirement of the StormReady certification that is being pursued by NCEM. The County’s NWS office is not located in North Carolina. The date of the meeting has not been set but will be “mid-June or early July.”

Board action is required to approve out-of-state travel to Virginia for Mr. Holt and Mr. Marsh to visit the National Weather Service office in Blacksburg.

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**AGENDA ITEM 7:****PROPOSED AGREEMENTS FOR SOLID WASTE DISPOSAL SERVICES****MANAGER'S COMMENTS:**

At the March 19, 2019 Board meeting, Mr. Rex Buck, Operations Service Director, presented a contract with Eco-Safe Systems, LLC for the disposal of the County's solid waste. The rate was \$20.65 per ton which includes a 2% discount for monthly prepayment. The renewal rate from GDS/Republic Services was \$50.00 per ton for hauling and disposal and \$35.75 per ton for direct haul. Direct haul is where county collection vehicles haul directly to Foothills Landfill. Eco-Safe Systems LLC provided a rate of \$20.65 per ton with Custom Ecology, Inc. (CEI) transporting the waste for \$23.33 per ton for a combine rate of \$45.98 per ton. The contract was for three (3) years with a CPI escalator for each year after the initial one.

However, during the presentation GDS/Republic Services offered a ninety (90) day extension and a rate of \$42.00 for transportation and disposal and requested additional negotiations. The extension and rate was accepted by the Board and direction given to staff to offer one more round of negotiations with each company.

Staff recently completed the round of negotiations with GDS/Republic Services and Eco-Safe Systems, LLC with each company requested to provide the best rate available. GDS/Republic Services was the last company staff met with on May 15<sup>th</sup>. GDS/Republic Services provided a transportation and disposal rate of \$44.51 and a direct haul rate of \$33.00. Eco-Safe Systems, LLC provided a disposal rate of \$18.69 plus the county's \$2.00 NC disposal fee. Custom Ecology, Inc. provided a transportation rate to the Blountville, TN facility of \$21.31 for a total transportation and disposal rate of \$42.00. The difference in the GDS/Republic Services transportation and disposal rate and Eco-Safe Systems, LLC and Custom Ecology, Inc. is \$2.51 per ton. The difference in the GDS/Republic Services disposal rate and Eco-Safe Systems is \$12.31 per ton. However, on May 16<sup>th</sup> and 17<sup>th</sup> GDS/Republic Services submitted additional proposals (included in the packet) for consideration.

Even with the additional proposals from GDS/Republic Services offering a one year extension of the transportation and disposal rate of \$42.00 and a direct haul rate of \$31.00; staff still recommends the Board contract with Eco-Safe Systems, LLC in the amount of \$18.69 per ton plus the county's \$2 NC disposal tax and Custom Ecology, Inc. in the amount of \$21.31 per ton (total transportation and disposal is \$42.00) for disposal of the County's solid waste at the Blountville, TN facility.

Board action is required.

# MEMO

# SANITATION

May 16, 2019

To: Deron Geouque, County Manager

From: Rex Buck, Operations Services Director

Subject: Waste Disposal Contract

Staff is recommending approval of enclosed disposal agreement with Eco-Safe Systems, LLC, 385 Harr Lane, Blountville, TN. Watauga County agrees to deliver 30,000 tons of waste annually to Eco-Safe's landfill, beginning at a rate of \$18.69 per ton. Term of disposal agreement is five (5) years.

Staff believes utilizing Eco-Safe's landfill provides Watauga County with the most economical and best long-term approach to managing the County's current and future solid waste programming needs.

Upon Board approval, staff requests authorization to execute the disposal agreement with Eco-Safe Systems, LLC. There are sufficient funds available, in the Sanitation budget, to cover the costs associated with this contract.

Please see enclosed quote and let me know if you have question. And, thank you in advance for your careful consideration.

## DISPOSAL AGREEMENT



This Disposal Agreement ("Agreement") is entered into this 21st day of May 2019 (the "Effective Date") by and between Watauga County, NC, located at 336 Landfill Rd. Boone, NC 28607 ("Customer") and Eco-Safe Systems, LLC, located at 385 Harr Lane, Blountville, TN 37617 ("Operator").

For valuable consideration the receipt and sufficiency of which is hereby acknowledged Operator and Customer agree as follows:

**TERM.** The Term of this Agreement commences on the Effective Date and shall continue  until final completion of the project described on Exhibit A; or  for a period of 5 years and except where prohibited by law, shall automatically renew for successive like terms unless either party gives written notice of termination at least 60 days prior to expiration of the current term. Operator may terminate this Agreement: (i) immediately upon Customer's breach; (ii) if Customer becomes insolvent, bankrupt, in receivership, reorganization, dissolution, or makes an assignment for the benefit of creditors; or (iii) upon 30 days notice.

**DISPOSAL.** Customer grants Operator the exclusive right to dispose of all Approved Waste (as defined below) generated, collected, or hauled by Customer. Customer shall deliver Approved Waste to the Disposal Site(s) identified on Exhibit A during Operator's hours and days of operation. Operator may suspend acceptance of Approved Waste or restrict access at Operator's sole discretion.

**APPROVED WASTE.** Customer represents and warrants that all materials tendered by or on behalf of Customer are nonhazardous solid waste or Special Waste (together "Approved Waste"). Special Waste is non-hazardous waste material consistent with an Operator approved Waste Profile (defined below), which may include treated or de-characterized wastes; petroleum or petroleum products; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical waste; off-spec chemicals; sludge; spill cleanup waste; or underground storage tank soil. Approved Waste does not include, and Customer shall not tender: (i) any hazardous, biohazardous, infectious, radioactive (including naturally occurring radioactive materials (NORM) or technologically enhanced naturally occurring radioactive material (TENORM) if not acceptable for disposal at the Disposal Site), flammable, explosive, biomedical, or toxic waste as defined by applicable laws or regulations, including, without limitation, any hazardous waste regulated under the Resource Conservation & Recovery Act, 42 U.S.C. §§6901 et seq, and associated regulations, 40 C.F.R. Part 261; and the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq, and associated regulations, 40 C.F.R. Part 761; (ii) other materials that are inappropriate for disposal at the Disposal Site; or (iii) material that requires special handling, storage, management, transfer or disposal or because of its size, durability or composition cannot be disposed of at the Disposal Site or may adversely affect the Disposal Site (collectively "Excluded Waste"). Customer is responsible for any labeling, placarding, marking, manifest or other documentation required by applicable laws. Customer shall provide a representative sample and detailed written physical and chemical description of any Special Waste, including unique characteristics and safety precautions associated therewith ("Waste Profile"). Customer shall update the Waste Profile to reflect any changes and warrants that all Special Waste shall conform to the Waste Profile and no Excluded Waste shall be delivered by or on behalf of Customer. Customer represents and warrants that it has inspected all waste to ensure it constitutes Approved Waste. Operator may, but is not required to, inspect any load, provided the failure of Operator to inspect shall in no way relieve Customer of its obligations to deliver only Approved Waste. Operator may refuse any load it suspects contains Excluded Waste and may at any time require Customer to remove Excluded Waste and any materials contaminated therewith at Customer's sole expense. If such materials are not removed immediately Operator may arrange for lawful disposal at Customer's sole expense. Customer shall be responsible for all costs of any type in connection with its (a) failure to properly characterize waste; (b) tender of Excluded Waste, including, but not limited to costs of loading, preparing, transporting, storing, caring for, removing, decontaminating, remediating, testing, disposing or returning Excluded Waste and other material contaminated therewith; or (c) breach of this Agreement.

**TITLE.** Title to Approved Waste, including any value received in connection therewith, shall transfer to Operator at the time it is fully unloaded at the Disposal Site and Customer or its agent's vehicle has departed. Until title has transferred to Operator all risks and responsibilities shall remain with Customer. **At all times, title to and liability for Excluded Waste shall remain with Customer, including occasions in which waste is tendered as Approved Waste but is later found to be Excluded Waste.**

**COMPLIANCE WITH LAW & OPERATING RULES.** In its performance of this Agreement, Customer shall comply with all applicable laws and Operator rules and procedures. Customer shall adhere to all safety precautions to prevent accident or injury. Operator may provide assistance with any immobile vehicle or unloading of waste, without liability to Customer for damage or injury, except to the extent caused by Operator's gross negligence. Operator may charge a fee for such service. Customer's drivers shall sign load tickets for all loads delivered. The volume or weight of Approved Waste as determined at the Disposal Site shall be conclusive.

**CHARGES & PAYMENT.** Initial rates charged to Customer are set forth on Exhibit A. Customer agrees to pay all invoice charges within 10 days of the invoice date. If payment is not made when due Operator may charge a late fee in any amount up to the maximum allowed by law. Operator may suspend service if payment is late or for any other breach by Customer without prejudice to Operator's other rights and such suspension shall not constitute termination of this Agreement unless Operator elects. Customer shall pay fees related to suspension, reinstatement, non-sufficient funds, environmental, fuel, energy, administrative and other fees included on Customer's invoice whether implemented on or after the Effective Date. Operator may, in its sole discretion, increase rates and fees for any: (i) change in law, regulation, permit or approval, including any fees, taxes, franchise fees, tolls, host charges or similar charges related to Operator's business or whether affecting the construction, operation or maintenance of the Disposal Site; (ii) increase in disposal or transportation costs; (iii) increase in Consumer Price Index or successor index; (iv) change in composition or handling of Approved Waste; or (v) change in Operator's fee or rate programs. Operator may increase or impose additional rates and fees for reasons other than those set forth above upon prior written notice (which may be given in an invoice) and consent by Customer which may be evidenced verbally, in writing, or by the actions and practices of the parties including payment. Customer shall have conclusively agreed to any Change in Terms or any invoiced amounts upon the earlier of: (i) payment of the invoice; or (ii) failure to deliver a written objection



within 30 days after the notice date. Customer acknowledges and agrees that any rate or fee assessed or increased is not represented to be an offset or pass through of Operator's costs and may actually reflect an amount for gross profit or margin. Operator may assess a surcharge for non-hazardous contaminated soil that cannot be used for alternative daily cover. Operator may require Customer to pay a deposit or post payment security in an amount and type satisfactory to Operator to guarantee Customer's performance.

**INSURANCE.** Customer and any agent delivering Acceptable Waste on behalf of Customer shall procure and maintain during the Term of this Agreement, the following minimum insurance coverage: (i) Comprehensive general liability, including broad form liability of \$1,000,000 per occurrence and \$2,000,000 general aggregate; (ii) Vehicle liability, including coverage for owned, now-owned and hired vehicles, with a combined single limit of no less than \$1,000,000 and containing broad form pollution endorsement; (iii) Workers Compensation in the amount of state and federal statutory requirements; (iv) Employers liability of \$1,000,000; and (v) Pollution liability of \$2,000,000 including non-owned disposal site (NODS) coverage. Operator shall be named as an additional insured for completed and ongoing operations on General Liability, Vehicle and Pollution Liability policies. All policies shall (a) be written with a carrier whose A.M. Best rating is not less than AX; (b) not be cancelled or materially altered without 30 days written notice to Operator; (c) be primary and non-contributory in favor of Operator; and (d) waive any and all rights of recovery or subrogation as to Operator and its affiliates. Prior to the Effective Date, Customer shall provide Operator with certificates of insurance evidencing the same. Nothing herein shall waive, restrict or limit the liability of Customer whether or not the same are covered by insurance.

**INDEMNITY.** Customer shall defend, hold harmless and indemnify Operator, its officers, directors, members, affiliates, employees, and representatives (the "Indemnified Parties") from and against any and all loss, damage, suit, liability, penalties, fines and other expenses (including, but not limited to, reasonable investigation, consulting, expert and legal expenses) related to (i) bodily injury, including death; (ii) property damage; (iii) environmental harm of any sort; (iv) violations or alleged violations of environmental, safety, or other applicable laws; (v) environmental remediation or clean-up of any kind; (vi) business loss; (vii) operational changes; or (viii) other similar events arising out of (a) Customer's violation or alleged violation of any law, rule, regulation or order; (b) Customer's breach of this Agreement or of any certification, warranty, representation, or statement contained in any documents associated with the delivery of Customer's waste to the Disposal Site, including those contained in Waste Profiles, manifests or other shipping documents; or (c) the negligent or willful acts or omissions of Customer, its employees or agents. Customer shall further defend, hold harmless and indemnify the Indemnified Parties, from and against any personal injury, death, or property damage suffered by an employee, agent, invitee or visitor of Customer while at the Disposal Site, except to the extent caused by Operator's negligence. The indemnification obligations under this Agreement shall apply whether such claim is made by a third party or Operator or both.

**DISPUTES, JURY TRIAL & CLASS ACTION WAIVER.** THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY SUCH PARTY AGAINST THE OTHER AND WAIVE THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION, ANY ACTION ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. Any action by Customer against Operator whether related to this Agreement or any prior Agreement, must be brought within one year of the date of any alleged wrongful act. Proceedings shall be conducted in and governed by the laws of the state in which the Disposal Site is located. Customer shall notify Operator in writing of any alleged breach by Operator and allow Operator at least ten days to cure the same. Operator shall be entitled to recover legal fees and costs leading up to and incurred in any proceeding brought by Operator in addition to any other relief which it may be entitled. Operator shall not be liable for any indirect, incidental or consequential damages and its aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate fees paid to Operator by Customer, regardless of the recovery sought. This paragraph and Customer's representations, warranties and indemnification shall survive termination.

**CHANGE OF TERMS.** Except as otherwise agreed herein or as may be prohibited by applicable law, Customer agrees that Operator may change the preprinted terms and conditions of this Agreement in the future.

**RIGHT TO COMPETE.** Customer grants Operator the right to compete with any offer Customer receives relating to waste disposal upon termination of this Agreement and shall give Operator written notice of the same and a reasonable opportunity to respond.

**MISCELLANEOUS.** Customer shall not disclose any information regarding this Agreement or Operator's business, including, but not limited to pricing or customers. Operator shall be entitled to injunctive relief and damages for any such breach. Failure of Operator to exercise its rights shall not be construed as a waiver nor shall any prior waiver be construed as a future waiver. Operator shall be excused from performing if precluded or adversely affected by conditions beyond its reasonable control and may increase rates to the extent necessary to offset any increased costs associated with any force majeure event. OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL ARE EXPRESSLY DISCLAIMED. If a conflict exists in this Agreement between terms which are preprinted and those which are handwritten, the handwritten language shall govern. As to conflicts between this Agreement and any other agreement between the parties, the terms of this Agreement shall control. This Agreement is binding on the parties and their successors and assigns provided that Customer may not assign or subcontract any rights or obligations without the prior written consent of Operator. An assignment by operation of law, merger or purchase of any portion of Customer's business shall be considered an assignment requiring consent of Operator. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior negotiations. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions. This Agreement may be executed in counterparts and by electronic transmission.

Eco-Safe Systems \_\_\_\_\_, LLC/INC. \_\_\_\_\_

Operator \_\_\_\_\_ Customer \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_ Title \_\_\_\_\_

Customer shall deliver to the Disposal Site, the following types and quantities of materials:

Municipal Solid Waste (MSW) and/or  Construction & Demolition Debris (C&D)

Waste Type	Disposal Site	Disposal Rate	Volume Price Reduction	Volume Price Increase	Volume	Put or Pay
MSW	Eco-Safe LF	18.69 \$ _____/ton			Currently Estimated: 30,000 Tons Annually	
		\$ _____/ton				

Additional Comments:

- \*\*\*Customer Prepays monthly\*\*\*
- \*Annual CPI based off of Water, Sewer, and Trash Index.\*
- \*NC State Fee not included in Rate\*
- \*Watauga County Responsible for NC Fees.\*

Project Waste and/or  Special Waste (as characterized by the Operator approved Waste Profile attached hereto)

Waste Type	Disposal Site	Generator	Generating Site	Volume	Disposal Rate
					\$ _____/ton
					\$ _____/ton
					\$ _____/haul

Project Description and anticipated duration of the Project:

Additional Comments:

- \*\*Normal Hours of Operation at the Landfill are Mon- Fri 630am – 4:30pm.\*\*
- \*\*\*Saturday Operation will be by appointment only\*\*\*

OTHER CHARGES: \$ 0 +Fuel and Environmental Fee as shown on invoice  
 Credit Limit: 0 Customer Deposit: 0

**Anita.Fogle**

**From:** Krasienko, Anthony <AKrasienko@republicservices.com>  
**Sent:** Friday, May 17, 2019 10:49 AM  
**To:** Deron.Geouque; Rex.Buck  
**Cc:** John Welch; billy.kennedy@watgov.org; Charlie Wallin; Perry Yates; larry.tunbow@watgov.org  
**Subject:** Solid Waste Proposal  
**Attachments:** Watauga Ext Offer.pdf

**Importance:** High

Deron and Rex.

After our meeting Wednesday, we heard some of the budget issues the County is struggling to accomplish and fund and we want to help. We want to be part of your solution. In our meeting, it was briefly mentioned about an extension of the temporary agreement. Given some of the challenges that exist in the transportation and tight labor market it may be in both our best interest to consider the following proposal. Republic Services would offer a 1 yr. extension of the current temporary agreement and \$42.00 per ton pricing and additional direct hauling option at \$31.00 per ton, which would allow both parties to continue to look for best long term solutions that will benefit Watauga County in the long term. We appreciate your consideration of this offer. Please feel free to contact us with any questions.

Regards,

*Tony Krasienko*

Municipal Sales Manager

2875 Lowery Street

Winston-Salem, NC 27101

e [akrasienko@republicservices.com](mailto:akrasienko@republicservices.com)

o 336-251-3569

f 336-724-7018 w [RepublicServices.com](http://RepublicServices.com)



We'll handle it from here.



May 17, 2019

Watauga County  
814 West King Street, Ste 205  
Boone, NC 28607

RE: Proposal for Solid Waste Hauling and Disposal – 1 year Extension

Republic Services has been a long time partner with Watauga County and though the RFP and Proposal process we realize this process has strained both sides. Republic Services strongly wants to continue to be the preferred provider of solid waste disposal services. Watauga County is looking for the best possible solution and is continuing to look for opportunities to supply services to Watauga residents at the best value. From our last conversation we understand a budget gap and capital needs are straining County resources. We support these efforts and recognize that as taxes and fees increase to support services for residents, Republic Services wants to be a true partner in the solutions. We have continued to work with staff to improve operations, solve issues and seek innovations. We recognize flaws in the last agreement and the struggle to be responsible to our business but also not have Watauga County bear the burden. After additional discussion with Area Staff we would like to submit an amended offer should the County choose to consider it.

This is offered without knowledge of the status of current negotiations with other vendors but feel it may be a significant advantage for Watauga County to consider given the challenges in the transportation market and operational alternatives the County is working on. We appreciate the opportunity to partner with Watauga County. This would be for a 1 year agreement under current temporary terms and pricing with the addition of the direct hauling option for the County:

**Direct Haul Disposal** – Republic Services submits this proposal based on operation discussions with Watauga County Solid Waste. Watauga County wishes to haul no more than 150 tons per week in County Owned collection vehicles direct to the landfill. The landfill operation hours are 7am to 5pm M-F and 7am to 2 pm on Sat.

**Pricing for Direct Haul Disposal is \$31.00 per ton.**

-Tonnage over the 150 ton per week threshold would bill at \$42.00 per ton. The County and Republic Services may negotiate any increase the tonnage threshold should an adjustment be requested.

**Disposal and Transportation** – This pricing is representative of the current mode of operation in use at Watauga Transfer Station including updated operational and logistic costs associated with the fulfillment of disposal and transportation of solid waste. The submittal includes supplying 7 new transfer trailers to address any issue with leachate dripping from trailers and troughs for loaded trailers stored on site. The following are considerations in the pricing:

**Pricing for Transportation and Disposal is \$42.00 per ton.**

Republic Services is pleased to continue to grow our partnership with Watauga County. We have assembled an exceptional group of professionals to assist as sub-contractors in successfully fulfilling the terms of a contract with Watauga County. Republic Services is uniquely qualified to provide superior, comprehensive waste management solutions to the County. We appreciate your consideration and look forward to finalizing an agreement.

Sincerely,

Shane Walker  
Vice President  
Republic Services of North Carolina, LLC





2440 Whitehall Park Drive, Suite 800, Charlotte, NC 28273  
o 336-251-3569 f 336-724-7018 republicservices.com

May 16, 2019

Watauga County  
814 West King Street, Ste 205  
Boone, NC 28607

RE: Proposal for Solid Waste Hauling and Disposal

Republic Services is honored to be the County's partner for solid waste disposal and transportation and strives to find the best financial and operational benefits for this critical service. We appreciate the opportunity to present and discuss in detail the options detailed below. Through this process we anticipate working in partnership with Watauga County to finalize an acceptable structure for operation and pricing to assist in meeting the County's goals.

**Disposal Only** – Republic Services submits this proposal based on operation capabilities. The landfill operation hours are 7am to 5pm M-F and 7am to 2 pm on Sat. Republic Services is not permitted to receive waste outside the hours of operation. Hauling operations need to leave the transfer station by 4pm M-F and 1 pm on Sat.

-Price adjustment annually on July 1 based on CPI – Water, Sewer and Trash Index  
**Pricing for Disposal Only is \$33.00 per ton**

**Direct Haul Disposal** – Republic Services submits this proposal based on operation discussions with Watauga County Solid Waste. Watauga County wishes to haul no more than 150 tons per week in County Owned collection vehicles direct to the landfill. The landfill operation hours are 7am to 5pm M-F and 7am to 2 pm on Sat.

**Pricing for Direct Haul Disposal is \$31.50 per ton.**

-Tonnage over the 150 ton per week threshold would bill at \$44.51 per ton. Annually, the County and Republic Services may negotiate any increase the tonnage threshold should an adjustment be requested.

**Disposal and Transportation** – This pricing is representative of the current mode of operation in use at Watauga Transfer Station including updated operational and logistic costs associated with the fulfillment of disposal and transportation of solid waste. The submittal includes supplying 7 new transfer trailers to address any issue with leachate dripping from trailers and troughs for loaded trailers stored on site. The following are considerations in the pricing:

- Trailers stored on site shall be minimized as practical.
  - Trailers will be stored in (1) one designated lot.
  - Trailers shall be maintained in acceptable condition to prevent leachate discharge. Troughs shall be used to capture noticeable leachate discharge.
  - Hauling Operation hours of 6am -4pm M-F and 6am-1 pm Sat
  - County to stage trailers from loading pit to parking lot when needed.
  - Fuel surcharge will not apply if Diesel Average is between \$2.50 and \$3.50 per gallon, based on Atlantic On Road DOE Pricing. If Diesel should adjust above or below the range for more than 90 days, the County and Republic will negotiate an adjustment to compensate for the price of diesel.
  - Price adjustment annually on July 1 based on CPI – Water, Sewer and Trash Index
- Pricing for Transportation and Disposal is \$44.51 per ton.**

**Disposal, Transportation and Operations (Turn-Key)** - This pricing is representative of the turnkey mode of operation at Watauga Transfer Station including updated operational and logistic costs associated with the fulfillment of loading, disposal and transportation of solid waste. The submittal includes supplying 7 new transfer trailers to address any issue with leachate dripping from trailers and troughs for loaded trailers stored on site. The following are considerations in the pricing:

- Personnel and new loading equipment to operate transfer station including traffic control, supervision, loading, transfer and disposal of MSW waste.
  - Trailers stored on site shall be minimized as practical.
  - Trailers will be stored in (1) one designated lot.
  - Trailers shall be maintained in acceptable condition to prevent leachate discharge. Troughs shall be used to capture noticeable leachate discharge.
  - Operational hours of 6:30am -6:00pm M-F and 7am-1 pm Sat
  - Contractor will perform outside litter control
  - Assumption of Utilities, pit scale responsibility and snow removal not included
- Pricing for Turn-Key Transfer Station Operation is \$58.46 per ton.**



Republic Services is honored to have this opportunity to present the enclosed proposal for Solid Waste Hauling and Disposal. Our proposal will provide sustainable solid waste disposal at our Foothills Regional Landfill in Caldwell County, North Carolina. Foothills is permitted by the North Carolina Department of Environmental Quality, Division of Waste Management, Permit #1403, and complies with all local, state and federal regulations. Republic Services will provide complete turnkey billing systems with full documentation of loads, weights and rates. All scheduling, services and billing concerns will be handled directly through Republic Services from our Foothills Regional MSW Landfill facility.

Republic Services is pleased to continue to grow our partnership with Watauga County. We have assembled an exceptional group of professionals to assist as sub-contractors in successfully fulfilling the terms of a contract with Watauga County. Republic Services is uniquely qualified to provide superior, comprehensive waste management solutions to the County. We appreciate your consideration and look forward to finalizing an agreement.

Sincerely,

Joe Salamone  
Area Director of Operations  
Republic Services of North Carolina, LLC



May 14, 2019

Watauga County  
814 West King Street, Ste 205  
Boone, NC 28607

RE: Proposal for Solid Waste Hauling and Disposal

Republic Services is honored to be the County's partner for solid waste disposal and transportation and strives to find the best financial and operational benefits for this critical service. We appreciate the opportunity to present and discuss in detail the options detailed below. Through this process we anticipate working in partnership with Watauga County to finalize an acceptable structure for operation and pricing to assist in meeting the County's goals.

**Disposal Only** – Republic Services submits this proposal based on operation capabilities. The landfill operation hours are 7am to 5pm M-F and 7am to 2 pm on Sat. Republic Services is not permitted to receive waste outside the hours of operation. Hauling operations need to leave the transfer station by 4pm M-F and 1 pm on Sat.

-Price adjustment annually on July 1 based on CPI – Water, Sewer and Trash Index  
**Pricing for Disposal Only is \$33.00 per ton**

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**Pricing for Direct Haul Disposal is \$33.00 per ton.**

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Republic Services is pleased to continue to grow our partnership with Watauga County. We have assembled an exceptional group of professionals to assist as sub-contractors in successfully fulfilling the terms of a contract with Watauga County. Republic Services is uniquely qualified to provide superior, comprehensive waste management solutions to the County. We appreciate your consideration and look forward to finalizing an agreement.

Sincerely,

A handwritten signature in purple ink, appearing to read "Joe Salamone", with a long horizontal flourish extending to the right.

Joe Salamone  
Area Director of Operations  
Republic Services of North Carolina, LLC

# MEMO

# SANITATION

May 16, 2019

To: Deron Geouque, County Manager

From: Rex Buck, Operations Services Director

Subject: Waste Transportation Contract

Staff recommends Board approve enclosed Master Transportation Services Agreement with Custom Ecology, Inc.; 6375 Discovery Blvd., Mableton, GA. Watauga County agrees to allow Custom Ecology, Inc. to deliver approximately 30,000 tons of waste materials to the Eco-Safe landfill in Blountville, TN, beginning July 1, 2019. Custom Ecology's transportation rate is \$21.31 per ton with a contract term of three (3) years.

Staff believes utilizing Custom Ecology provides Watauga County with the time necessary to more extensively evaluate the feasibility of self-performing the transportation component of the County's current solid waste program and transfer station operation.

Upon Board approval, staff requests authorization to execute the transportation agreement with Custom Ecology, Inc. There are sufficient funds available, in the Landfill Enterprise Fund, to cover the costs associated with this contract.

Please see enclosed agreement and let me know if you have question. And, thank you in advance for your careful consideration.



## **MASTER TRANSPORTATION SERVICES AGREEMENT**

This Master Transportation Services Agreement (the “Agreement”) effective this 3<sup>rd</sup> day of June, 2019 (the “Effective Date”), by and between Watauga County TS 336 Landfill Road, Boone N.C. 28607, (herein called “COMPANY”), and STAFFORD LOGISTICS, INC. d/b/a CUSTOM ECOLOGY, INC., a Delaware corporation with offices at 6375 Discovery Blvd., Mableton GA 30126, (hereinafter called “CARRIER”).

### **RECITALS**

WHEREAS, the CARRIER is an independent contractor in the business of providing solid waste and/or recycling transportation services; and

WHEREAS, the CARRIER is authorized by applicable state and local authorities as well as the U.S. Department of Transportation (“U.S. DOT”) and has all necessary and proper permits, registrations and licenses to operate as a contract carrier and is authorized to transport Materials (as hereinafter defined); and

WHEREAS, the COMPANY has distinct and special transportation and loading requirements and desires to enter into a contract with the CARRIER for the transportation and loading of its Materials in certain locations.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**1. DEFINITIONS.** As used herein, the following terms shall have the following meanings:

A. “Applicable Laws” shall mean all local, state and federal statutes, ordinances, laws, rules, regulations, licensing and permit requirements applicable to either of CARRIER’S or COMPANY’S operations, Equipment and the provision of Services hereunder, as the context in this Agreement provides.

B. “Destinations” or “Destination Locations” means the landfill, recyclables processing centers and other locations designated by COMPANY as the destinations for the Materials, as identified in ADDENDUM 1 as may be amended from time to time upon the mutual written consent of the parties.

C. “Equipment” shall mean the tractors, trailers, other vehicles and equipment used by CARRIER to perform Services under this Agreement. Unless specifically identified in ADDENDUM 1 to this Agreement, COMPANY is not providing any Equipment to CARRIER for the performance of the Services.

D. “Materials” shall mean all non-hazardous solid waste or recyclables that are transported for COMPANY under this Agreement.

E. “Origins” or “Origin Locations” means the solid waste transfer stations, material recovery facilities and other locations identified in ADDENDUM 1.

F. “Services” means Materials transportation and other services provided by CARRIER pursuant to this Agreement and ADDENDUM 1.

G. Words which have a well-known technical or trade meaning, unless otherwise specifically defined in this Agreement, shall be construed in accordance with such well-known meaning, recognized by the solid waste and recyclables transportation professions and trades.

## **2. ORIGIN AND DESTINATION LOCATIONS; DOCUMENTATION**

A. This Agreement sets forth the general business terms, conditions and provisions pursuant to which COMPANY may purchase Services from CARRIER as identified in ADDENDUM 1. Multiple ADDENDA may be executed and active under this Agreement from time to time. In the event of any conflict between this Agreement and any ADDENDUM, the provisions of the applicable ADDENDUM shall govern, control and prevail, unless otherwise expressly indicated in such ADDENDUM. All ADDENDA referenced in this Agreement, whether attached hereto or not, shall be deemed to be a part of this Agreement, and this Agreement shall be construed in accordance therewith.

B. CARRIER agrees to transport Materials, under the terms, conditions and rates set forth herein, from the Origin Locations to the Destination Locations set forth in ADDENDUM 1 attached hereto, and in accordance with its terms and conditions. The CARRIER shall have the right to refuse any Materials shipments tendered from COMPANY which CARRIER deems, in its sole discretion, is hazardous or is otherwise unsafe to transport. COMPANY acknowledges that Destination Locations will be designated by COMPANY and that CARRIER will not make any independent decisions where to transport the Materials.

C. COMPANY will provide to CARRIER shipping documents for each load of Materials to be transported from an Origin Location to a Destination. At the Destination, the CARRIER will obtain a receipt showing the load has been delivered and the weight of the delivered load. For each load delivered, the CARRIER shall reasonably promptly deliver to the COMPANY all shipping documents and the delivery receipt, including load weight, for such load in paper or electronic form, such form to be determined in CARRIER’S sole discretion.

D. At the request of COMPANY, CARRIER may be requested to transport Materials between Origin and Destination Locations not listed in ADDENDUM 1 hereto due to special need or exigent circumstances, or as a supplemental hauler. In such instances, the COMPANY and CARRIER shall reasonably cooperate with each other in an effort to reach a mutually acceptable agreement on the transportation rate(s) and charges for providing Services between such Origin and/or Destination Locations. Neither party hereto shall be, or deemed to be, in breach of this Agreement if the parties are unable to reach an agreement with respect to such other Origin and/or Destination Locations not listed on ADDENDUM 1.

### **3. TERM OF CONTRACT**

This Agreement shall begin on the Effective Date set forth above for all locations covered under this Agreement; provided, however, that the Services with respect to each Origin and Destination shall not commence until the applicable commencement date for such Origin or Destination set forth on ADDENDUM 1. The initial term of each ADDENDUM 1 shall expire at the end of a three (3) year term starting with the date noted on such ADDENDUM 1 (the “initial term”) and shall automatically and immediately renew for successive one-year terms, if not canceled by either party hereto in writing prior to sixty (60) days of the termination date of the applicable ADDENDUM 1 (the “renewal term” and, together with the initial term, the “Term”). This Agreement shall terminate upon the expiration of the final ADDENDUM 1 then in effect. Upon such expiration of this Agreement, neither party hereto shall have any further obligation or liability to the other party under this Agreement except with respect to those provisions which expressly survive the expiration or termination of this Agreement.

### **4. RATES AND CHARGES; INVOICING AND PAYMENTS**

COMPANY shall compensate CARRIER for the Services in accordance with the rates and charges and other terms and conditions set forth in ADDENDUM 1, which such terms and conditions shall include a minimum weight per load requirement, regardless of the actual weight of the Materials transported by CARRIER. CARRIER shall bear all costs incurred in performing the Services, including but not limited to: (i) all costs required to operate and maintain the CARRIER’S Equipment in a safe and roadworthy condition and manner consistent with good business practices and industry standards and as required by all Applicable Laws; (ii) all other operating costs for or relating to the CARRIER’S Equipment, personnel (including but not limited to any taxes, labor, employee benefits, union or collective bargaining costs), insurance, fuel, permits, and licenses; and (iii) all taxes, expenses, fines and fees incurred in connection with the CARRIER’S loading and transportation of Materials from the Origins to the Destination Locations.

Notwithstanding anything herein to the contrary:

(a) If the COMPANY loads Materials on to Equipment being used by the CARRIER, then the COMPANY (i) shall be solely responsible for all costs, fees, fines, penalties and expenses associated with an overweight load, and (ii) shall pay to CARRIER a fee (in addition to those on ADDENDUM 1) equal to \$100 per ton; and

(b) The COMPANY shall pay to CARRIER a fee (in addition to those on ADDENDUM 1) equal \$100 per hour (prorated for partial hours) for each hour that the CARRIER spends at an Origin and/or Destination Location loading or unloading Materials, commencing at the beginning of the second hour that the CARRIER is at such Origin and/or Destination Location.

### **5. VOLUME**

A. During the Term of this Agreement, COMPANY shall use CARRIER as its sole and exclusive transporter for the COMPANY’S Materials shipments from the Origin Locations to the Destinations covered by this Agreement, including all ADDENDA.



If (i) the CARRIER is unable or unwilling to transport Materials on more than two occasions in any calendar quarter (other than due to loads being rejected by CARRIER as permitted under Section 2B above for containing hazardous or dangerous Materials or being unsafe to transport or due to any breach by the COMPANY of any of its obligations herein), and (ii) the COMPANY has given the CARRIER thirty (30) days to obtain additional Equipment and/or personnel to transport the requested volume of Materials, then the COMPANY, as its sole and exclusive remedy, shall have the right to add additional carriers to transport the volume of Materials that CARRIER is unable to transport. For the avoidance of doubt, the parties hereto acknowledge and agree that the inability or unwillingness of the CARRIER to accept loads or meet the COMPANY'S volume requests shall not be a breach of this Agreement by the CARRIER. The COMPANY does guarantee a minimum volume of Materials noted in the ADDENDUM. This Agreement shall be considered an exclusive contract to transport all Materials from the Origin Locations to the Destination Locations.

B CARRIER shall be operational and capable in all material respects of providing the Services in accordance with the terms and conditions set forth in this Agreement for each Origin Location set forth in ADDENDUM 1 on the Effective Date.

C. CARRIER shall use commercially reasonable efforts to make available sufficient Equipment to transport all Materials shipments from the Origin Locations to the Destinations as set forth on ADDENDUM 1 on a timely basis, including any periodic or seasonal increases in the volumes of Materials required to be transported from an Origin Location to its given Destination.

If COMPANY anticipates that there will be a continuous and sustained increase in the volume of Materials to be transported from any Origin Location to a Destination covered by this Agreement, COMPANY shall provide written notice to CARRIER of such increase and CARRIER shall be provided a reasonable period of time, not less than 30 days after such notice, to supply additional Equipment to transport the increased volume of Materials. CARRIER shall use commercially reasonable efforts to provide sufficient personnel and Equipment to transport every day (excluding days in which the applicable transfer station is closed) from each Origin Location all Materials tipped at or necessary to be removed from such Origin Location on that day.<sup>1</sup>

## **6. EQUIPMENT AND PERSONNEL**

A. CARRIER shall provide personnel and Equipment sufficient to provide the Services in a legal and safe manner, and in accordance with the terms and conditions of this Agreement on each operating day at the Origin Locations during the Term of this Agreement. COMPANY shall provide personnel sufficient to permit CARRIER to provide the Services.

B. CARRIER represents and warrants that all Equipment used hereunder shall be in safe and roadworthy condition and shall materially comply with all Applicable Laws, particularly with regard to (i) the replacement of tires and brakes; (ii) legal weight limits for highway transportation if loaded by the CARRIER; (iii) properly tarping and securing all loads; and (iv) transportation of Materials, including those relating to the prevention of leaks and airborne

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<sup>1</sup> Note to Client: On the call, you requested that we highlight this section to ensure it aligns with the actual operations of the CARRIER.

materials. COMPANY represents, warrants and covenants with the CARRIER that (i) the COMPANY's facilities at which CARRIER will provide Services are, and will be during the Term, in compliance with all Applicable Laws, and that (ii) the COMPANY'S handling, storage and treatment of the Materials is, and will be during the Term, in compliance with all Applicable Laws.

C. If at any time CARRIER anticipates being unable to conform with any of the requirements herein, CARRIER shall, as soon as reasonably practicable, notify a COMPANY representative. Such notice shall not relieve CARRIER or the COMPANY of any of their respective obligations and liabilities described in this Agreement.

## **7. PERFORMANCE STANDARDS**

A. The Services shall be performed in a safe, professional and workmanlike manner and in material compliance with all Applicable Laws, including, but not limited to, federal Motor Carrier Safety Regulations (including without limitation 49 CFR Parts 381-399 and any amendments), federal and state vehicle codes, state commercial driver licensing laws, local, state and federal environmental requirements, and state and federal OSHA standards. CARRIER shall at all times have and maintain all permits, authorizations, registrations, franchises, certificates, licenses and all other required documents and approvals necessary to perform all Services. CARRIER acknowledges that it is required to comply with all COMPANY Minimum Standards Specifications and Drivers Instructions as set forth on Addendum 2, as well as with all site-specific operations and safety rules and procedures.

B. At COMPANY's reasonable request, CARRIER shall replace those employees, agents, subcontractors or other representatives who directly provide Services hereunder, if such individuals materially fail to comply with the terms and conditions contained herein; provided, however that, prior to replacing such individuals, COMPANY shall first be entitled to have thirty (30) days to cure such failure following written notice from COMPANY to CARRIER of such failure. In order for such notice from the COMPANY to be valid, the COMPANY shall describe in reasonable detail the specific failure of such individuals and the steps necessary for the CARRIER to take in order to cure such failure. If CARRIER fails to cure such failure, COMPANY shall have the right to deny CARRIER entry to any Origin or Destination at which Services are performed and/or to terminate this Agreement (in part or in whole) if CARRIER or its employees, agents, subcontractors or representatives fail to so comply.

## **8. CUSTODY AND HANDLING OF MATERIALS**

CARRIER shall have the sole and exclusive responsibility and liability for the care, custody and control of the Materials only from the time the Materials are actually loaded onto CARRIER's trailer at the Origin Location until the Materials are discharged from such trailer at the Destination. CARRIER agrees that it shall be responsible for the transport of the Materials to the Destination without contamination of the Materials resulting from the selection or condition of CARRIER's Equipment, CARRIER's methods of processing and transporting the Materials, or any other element of CARRIER's operations or activities. Except in the event and to the extent of COMPANY'S negligence and loads in excess of legal limits when loaded by the COMPANY or any breach of the COMPANY'S duties and obligations hereunder, CARRIER assumes responsibility for any and all damages and fines arising out of CARRIER's negligent actions that

occur only during the time that the Materials is in CARRIER'S actual control, custody and possession. CARRIER is expressly prohibited from adding any objects, waste or materials to the Materials, or removing any objects, waste or materials from the Materials, at any point between an Origin Location and a Destination Location without the express written consent of COMPANY.

## **9. DAMAGES; REPAIRS**

A. Each party hereto shall give reasonably prompt notice to the other party of any loss or damage to any of the other party's property or Equipment caused by such party. The party causing such loss or damage shall reasonably promptly repair all damages it caused to other party's property or Equipment, excluding normal wear and tear.

B. If the party causing such loss or damage does not adequately repair the other party's property or Equipment as provided in Section 9.A above, then the other party may submit a bill for the costs of repairs and labor expenses incurred in connection with such repair, and the party hereto causing such loss or damage shall promptly reimburse the other party.

C. Upon the expiration or early termination of this Agreement, CARRIER shall have twenty (20) business days to (i) remove all of its Equipment and personal property from any COMPANY facility which is the subject of this Agreement, and (ii) return any COMPANY Equipment in its possession. Any CARRIER Equipment and property not timely removed by CARRIER may be removed or stored by COMPANY. All reasonable out-of-pocket expenses costs incurred by COMPANY in removing and/or storing such Equipment and property shall be paid by CARRIER, as shall any and all costs incurred by COMPANY in recovering possession of any COMPANY-owned Equipment not timely returned by CARRIER as provided herein. The terms of this provision shall survive the termination of this Agreement.

## **10. GOVERNING LAW; JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to its conflict-of-law rules. Each of the Party hereto (a) consents to submit itself to the personal jurisdiction of any federal court located in the State of Georgia or any Georgia state court in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than a federal court sitting in the State of Georgia or a Georgia state court.

## **11. TERMINATION**

A. By the COMPANY. The COMPANY may terminate this Agreement (in whole or in part) if the CARRIER materially breaches any of its material obligations expressly set forth in this Agreement; provided, however, such termination shall not take effect until the COMPANY has provided the CARRIER with written notice setting forth in explicit detail the nature of the CARRIER'S breach and the action required by the CARRIER to cure such breach, and the CARRIER has failed to cure such breach within thirty (30) days after receiving such notice;

provided, further, if any such breach is of such a nature that it is not reasonably susceptible of being cured within such thirty (30) day period, the COMPANY shall not terminate this Agreement if the CARRIER in good faith commences its efforts to cure such breach within said thirty (30) day period and thereafter in good faith and with diligence and continuity prosecutes such cure until the completion thereof, up to a maximum of ninety (90) days after the initial breach notice. If the CARRIER timely cures such breach, then such breach will be deemed not to have occurred.

B. By the CARRIER. The CARRIER shall have the right to terminate this Agreement (in whole or in part) immediately as follows:

(i) The COMPANY fails to pay any amount due to the CARRIER under this Agreement (including ADDENDUM 1), and such failure to pay continues for more than three (3) calendar days after notice thereof from the CARRIER to the COMPANY, provided that the CARRIER shall not be required to give the COMPANY more than two (2) such notices in any consecutive twelve (12) month period; and/or

(ii) The volumes in the ADDENDUM are not obtained by the CARRIER for a period of thirty (30) days; and/or

(iii) The COMPANY materially breaches any of its material obligations expressly set forth in this Agreement; provided, however, such termination shall not take effect until the CARRIER has provided the COMPANY with written notice setting forth in explicit detail the nature of the COMPANY'S breach and the action required by the COMPANY to cure such breach, and the COMPANY has failed to cure such breach within thirty (30) days after receiving such notice; provided, further, if any such breach is of such a nature that it is not reasonably susceptible of being cured within such thirty (30) day period, the CARRIER shall not terminate this Agreement if the COMPANY in good faith commences its efforts to cure such breach within said thirty (30) day period and thereafter in good faith and with diligence and continuity prosecutes such cure until the completion thereof, up to a maximum of ninety (90) days after the initial breach notice. If the COMPANY timely cures such breach, then such breach will be deemed not to have occurred.

C. Notwithstanding the termination of this Agreement, the obligations of the parties set forth in the following Sections shall survive such termination until the parties have fulfilled their obligations under such sections in accordance with the terms of this Agreement: 1, 2A, 4, 9, 10, 12, 14, 15, 18, 19, and 21 through 30.

## **12. CONFIDENTIALITY**

During the Term of this Agreement and for two years after termination of this Agreement, neither party shall use, except in accordance with this Agreement, or disclose the rates payable to CARRIER by the COMPANY or the volumes of Materials hauled by the CARRIER except as required by law after providing disclosing party notice and, except with respect to outside consultants or professional advisors bound by confidentiality requirements as strict as those set forth herein.

CARRIER and COMPANY acknowledges that the foregoing covenants are reasonable in relation to the business of each. However, should any court of competent jurisdiction find that any provisions of such covenants are unreasonable, then such covenants shall be interpreted and

enforced to the maximum extent that the court deems reasonable. CARRIER and the COMPANY further acknowledges and agrees that, in the event of any breach of any provisions of this paragraph, the CARRIER or the COMPANY will suffer irreparable and ongoing harm that will not be fully compensable by damages. Therefore, in the event of any actual or threatened breach of this paragraph, the parties agree that, in addition to any and all other rights and remedies existing in law or in equity, seek immediate and ongoing injunctive relief.

### **13. SUBCONTRACTS / INDEPENDENT CONTRACTOR**

CARRIER acknowledges and agrees that its subcontractors shall be fully bound to CARRIER to perform the Services in compliance with all of the terms and conditions of this Agreement, and that CARRIER shall at all times remain liable and responsible for compliance with this Agreement, including for any portion of the Services performed by subcontractors. This provision shall create no third-party beneficiary rights under this Agreement in any subcontractor.

It is understood by the parties hereto that the CARRIER and its employees, agents and subcontractors are not the agents or employees of the COMPANY, but an independent contract carrier(s).

### **14. INSURANCE**

Each party hereto shall maintain, at such party's sole cost the insurance coverage set forth below. Should CARRIER retain any subcontractors or owner/operators (collectively "subcontractors") to perform any of the Services under this Agreement, CARRIER shall require that all subcontractors maintain the same insurance coverages with the same endorsements and limitations set forth below:

- (a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering such party's employees who are involved with providing or receiving the Services under this Agreement;
- (b) Employers' Liability Insurance protecting such party against common law liability in the absence of statutory liability, for employee bodily injury arising out of the master servant relationship with a limit of not less than \$1,000,000 per occurrence;
- (c) Commercial General Liability Insurance including products, completed operations, property damage and bodily injury coverage, with limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate;
- (d) Automobile Liability Insurance including all autos, non-owned and hired vehicle coverage with limits of liability of not less than \$2,000,000 per occurrence. Coverage may be composed entirely of primary insurance or at least \$1 million of primary insurance and the remainder in umbrella coverage; and

CARRIER'S Automobile Liability insurance coverage must be endorsed with Form MCS-90 and Broadened Pollution Endorsement CA-9948.

In addition to all the other risks for which coverage is provided in this Section 14, the Commercial General Liability Insurance shall cover the contractual liability assumed under Section 15 (Indemnification).

Each party must obtain the coverage listed above from an insurance carrier with no less than an A- and Financial Size Category of IX from the A.M. Best Company. Prior to commencement of the Services, each party hereto shall deliver to the other a certificate for itself, and for all subcontractors it intends to utilize, evidencing the required coverages including, but not limited to, coverage for such party's indemnity obligations. This certificate shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued, shall not be valid until the other party has received 30 days' written notice of such change or cancellation. A party's failure to request an insurance certificate shall not relieve the other party's obligation to supply a certificate(s) for itself and all subcontractors.

A form Certificate of Insurance demonstrating the required coverages and endorsements is attached to this Agreement or shall be provided by each party to the other.

Each party agrees to comply with all terms of the insurance contracts referenced in this Section. Failure of a party to keep the required insurance policies in full force and effect during the Term of this Agreement and during any extensions thereof, shall constitute a material breach of this Agreement. Nothing contained in these provisions relating to coverage and amounts set out herein shall operate as a limitation of a party's liability in tort or contract under the terms of this Agreement. CARRIER agrees to indemnify and hold COMPANY harmless from and against any damages, costs and losses, however they arise and however denominated, that result in any manner from CARRIER'S or its subcontractors' failure to acquire and/or maintain the insurance coverages as described in this Section, or if any of the insurance coverages are uncollectible.

## **15. INDEMNIFICATION**

A. Each party hereto (an "Indemnifying Party") covenants and agrees to defend (with counsel reasonably acceptable to the Indemnified Party), protect, indemnify, hold harmless and render whole the other party, its parents, subsidiaries and affiliates, and their respective officers, directors and employees ("Indemnified Parties") from and against all damages, claims, demands or causes of action and any liability, cost, fine, environmental remediation and response cost, penalty and/or expense, including but not limited to reasonable attorney's fees and expenses ("Damages"), incurred by each such Indemnified Party arising or resulting from, or caused by, violation of any laws or regulations by the Indemnifying Party, the breach of this Agreement by the Indemnifying Party, or the Indemnifying Party's, its subcontractors' or agents' (or their respective shareholders', partners', officers', directors' or employees') negligent acts or omissions under this Agreement or relating to the Services provided hereunder.

B. In no event whatsoever shall either party be liable to the other party for, nor shall an Indemnified Party seek, consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, or any other type of damages other than actual damages, arising out of or relating to any breach of this Agreement.

C In no event whatsoever shall CARRIER'S aggregate liability arising out of or related to this Agreement, whether arising out of or related to a breach of contract, tort (including negligence) or otherwise, exceed the total amount paid to CARRIER by COMPANY in the twelve months immediately prior to the date the Indemnified Party first alleges a claim against CARRIER or, if Services have not yet been provided for twelve months, the aggregate liability of CARRIER shall not exceed the estimated total amount to be paid during a twelve month period.

D. The indemnity obligations created by this section shall survive the expiration or termination of this Agreement for a period of one (1) year.

## **16. NOTIFICATION**

If in connection providing the Services, CARRIER or any of its employees, agents, or subcontractors (i) is involved in an accident or incident causing injury or damage to any person or property or a spill of Materials; or (ii) receives any notice of a material violation of any statute, ordinance or regulation, CARRIER shall reasonably promptly advise COMPANY and shall confirm the details of the incident in writing to COMPANY not later than thirty (30) days thereafter; provided, that (i) CARRIER'S insurer has first given CARRIER written consent to provide such confirmation, and (ii) CARRIER'S legal counsel has advised CARRIER that such confirmation will not result in any risk that CARRIER shall lose any legal rights, remedies, privileges or protections. Such confirmation shall not under any circumstances whatsoever be, or be deemed to be, an admission of liability or responsibility of CARRIER.

## **17. FORCE MAJEURE**

In the event performance of this Agreement, by either party, is affected by strike or other labor disturbances fire, acts of terrorism, riot, war, unusually severe weather conditions, act of God, governmental actions or regulations, governmental requests or requisitions for national defense, or unforeseen breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Materials, or any other cause beyond the reasonable control of either party (a "Force Majeure"), the running of all periods of time mentioned herein shall be suspended during such interruption. Such period of suspension shall not in any way invalidate this Agreement, but on resumption of operations, the deliveries shall be continued, and no liability shall be incurred by either party for damages resulting from such suspensions. Economic hardship shall not be considered an event of Force Majeure. In the event of Force Majeure affecting a party's obligations hereunder, such party shall reasonably promptly notify the other party in writing. If the service interruption caused by the Force Majeure continues beyond 90 days, either party shall have the right to terminate the Agreement with respect to the Services not performed and for which satisfactory alternative Service is not provided during the Force Majeure by giving the other party at least 7 days' prior written notice. To be effective, such notice must be delivered during the Force Majeure event.

## **18. NOTIFICATION**

All notices, requests, demands, claims or other communications hereunder must be in writing and shall be deemed duly given (i) if personally delivered, (ii) sent by facsimile, email, "pdf" (if sent by facsimile, email, or "pdf", such electronic copy to be promptly followed by

hardcopy), (iii) sent by a recognized overnight delivery service that guarantees next day delivery (“Overnight Delivery”) or (iv) mailed registered or certified mail, return receipt requested, postage prepaid, in each case transmitted or addressed to the intended recipient as set forth below or at such other address as any party hereto notifies the other parties hereof in writing:

If to COMPANY:

If to CARRIER:

CUSTOM ECOLOGY, INC.  
 Attention: Christopher Ciaccio,  
 6375 Discovery Blvd.,  
 Mableton, GA 30126

The parties hereto agree that notices or other communications that are sent in accordance herewith (i) by personal delivery, facsimile, email or “pdf”, will be deemed received on the day sent or on the first business day thereafter if not sent on a business day, (ii) by Overnight Delivery, will be deemed received on the first business day immediately following the date sent, and (iii) by U.S. mail, will be deemed received three (3) business days immediately following the date sent. For purposes of this Agreement, a “business day” is any day other than a Saturday or Sunday or a Federal legal holiday. Notwithstanding anything to the contrary in this Agreement, in the event an action required or permitted by this Agreement is to be taken by a certain date and such date is not a business day, such action may be performed on the next succeeding day that is a business day.

## 19. ASSIGNABILITY

Neither party shall assign its rights, responsibilities and obligations under this Agreement without the prior written consent of the other party, except that either party may assign its rights, responsibilities and obligations under this Agreement to any subsidiary, parent or affiliated company or any purchaser of such party’s assets or businesses relating to or covered by this Agreement without the other party’s consent, such consent not to be unreasonably withheld, delayed or conditioned. A transfer by CARRIER of substantially all of its assets to another entity (whether in one transaction or a series of transactions), or the merger or consolidation of CARRIER with another entity, or the transfer of a controlling ownership interest of such party, will not be deemed to constitute an assignment of this Agreement. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

## 20. ADMINISTRATIVE

CARRIER must provide to COMPANY copies of a current Insurance Certificate, including additional insured designations as required herein, for itself and any subcontractors that will perform Services for CARRIER, prior to the first Effective Date under this Agreement and,



thereafter, within three business days after written request by COMPANY. In addition, at COMPANY's request, CARRIER promptly shall provide the following documents:

- (a) Operating authority;
- (b) Executive, operations, emergency and customer service contacts, with telephone numbers;
- (c) Most recent Bureau of Motor Carrier Safety Survey or U.S. DOT Safety Rating for itself and if requested by COMPANY, for all subcontractors CARRIER intends to use; and
- (d) Any and all sales and/or use tax permits required for CARRIER to operate in those states or jurisdictions where the Origin or Destination Locations are located or to provide Services under this Agreement.

**21. COUNTERPARTS; FACSIMILE**

This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one and the same instrument. The parties agree that a facsimile signature may substitute for, and have the same legal effect as, an original signature.

**22. SEVERABILITY**

If any part of the Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.

**23. ENTIRETIES**

This Agreement, including its Addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, and understanding, oral or written, relative to said subject matter. All prior negotiations between the parties are merged into this Agreement, and there are no promises, Agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied between the parties other than as set forth herein and therein.

**24. AMENDMENT; WAIVER.**

Neither terms of this Agreement nor any Addendum may be altered by any oral agreement, nor by failure to insist upon performance, or failure to exercise any rights or privileges, but rather alterations, additions or changes to this Agreement will only be accomplished by written amendments or changed or additional Schedules or other attachments, in each case executed by both parties. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific instance described therein. No waiver by COMPANY or CARRIER of any default of the

other under this Agreement shall operate as a waiver of any future default whether of like or different character.

## **25. ATTORNEYS' FEES**

In the event of litigation with respect to matters arising under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs of such litigation.

## **26. PUBLICITY**

Except as may be required by law or governmental rules or the requirements of any exchange on which securities of each or an affiliate of each are traded, each shall not, without the prior written consent, which may be granted or withheld at the other party's sole discretion:

- (a) Use the name, brand, trademarks or any descriptions of each and/or its industry that would allow a third party to identify each, in advertising or promotional material, publicity releases or for any other commercial purpose; or
- (b) Disclose the subject matter or terms and conditions of this Agreement.

In no case shall each or an affiliate of each use the other party's Brand or information about, equipment or operations in a manner that disparages the other party.

## **27. BILLING**

The COMPANY acknowledges that the CARRIER can bill weekly and/or by the individual load and the COMPANY shall pay all undisputed bills within ten (10) days as of the date of the invoice. All bills not paid within the specified time are subject to late fees equal to the greater of \$50 per invoice or 1.5% of the outstanding balance per month.

## **28. HEADINGS; CAPTIONS.**

The headings or captions to paragraphs and sections in this Agreement are for the convenience of the parties only, are not part of this Agreement and shall have no effect upon the interpretation or construction of this Agreement.

## **29. MEDIATION.**

At the request of either party to this Agreement, any dispute arising hereunder shall be first submitted to mediation before a party initiates litigation. The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the mediation rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party hereto and Henning Mediation & Arbitration Services, Inc. 3350 Riverwood Pkwy, Lobby - Suite 75, Atlanta, GA 30339 ("Henning"). The parties agree to work together to schedule a mediation, not to exceed one day, to take place within

a period of thirty (30) days from the date upon which mediation pursuant to this section of this Agreement; provided, however, that the mediation shall proceed after such thirty (30) day period has elapsed if the good faith efforts of the parties to schedule the mediation within such period are not successful. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Atlanta, Georgia at the offices of Henning, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction there over.

**30. CONSTRUCTION.**

Within this Agreement and ADDENDUM 1, the singular shall include the plural and the plural shall include the singular and any gender shall include all other genders, all as the meaning and context shall require. In connection with any action or event which by the terms hereof requires consent of a party hereto, such consent shall not be unreasonably withheld or delayed, unless expressly provided otherwise. This Agreement was negotiated at arm's length and each party voluntarily agrees to each and every provision without reliance upon any representation, promise, inducement, statement or agreement that is not expressly set forth in this Agreement. In connection with its entry into this Agreement, each party had the opportunity to be represented by counsel of its choice, and no party shall be deemed the "author" of this Agreement for purposes of resolving any asserted ambiguity herein.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

COMPANY:

CARRIER:

CUSTOM ECOLOGY, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM 1 [NEEDS TO BE CHANGED FOR EACH DEAL]**

1. ORIGIN AND DESTINATION LOCATIONS

1.1 Origins Watauga County TS, 336 Landfill Road, Boone N.C. 28607  
June 3<sup>rd</sup>. 2019 Commencement Date

1.2 Destinations Eco Safe Landfill, 385 Harr Ln, Blountville, TN 37617 June 3<sup>rd</sup>. 2019  
Commencement Date

2. Minimum Volumes and Per Load Weights

3. RATES AND CHARGES

*See RATES AND CHARGES – (Table 1)*

4. RATES AND CHARGE ASSUMPTIONS

*See RATES AND CHARGES ASSUMPTIONS – (Table 2)*

**ADDENDUM 1**  
**RATES AND CHARGES – TABLE 1**

<i>ORIGIN LOCATION</i>	<i>DESTINATION LOCATION</i>	<i>TRANSPORTATION RATE (PER LOAD)</i>	<i>CARRIERS COST OF FUEL AT \$2.898/GALLON</i>	<i>LANE MILES</i>
Watauga County TS	ADS Eco Safe Landfill	\$21.31/per ton	\$88.45/ load	152.60

**RATE ADJUSTMENTS**

**CPI Change**

The rates quoted above net of fuel cost for all Origins shall be adjusted on the first anniversary date of the Agreement, and annually thereafter, by a percentage equal to 100% of the consumer price index as provided by the U.S. Department of Labor, Bureau of Labor Statistics for All Urban Consumers for the **South Urban Area** (All Items Less Energy), for latest available monthly index period to the same index twelve months prior, as published by the U.S. Department of Labor using the formula shown below

The following example illustrates the computation of percent change for an agreement with an anniversary date of March 31, 2005:

CPI for current period [February 2006]	221.6
Less CPI for previous period [February 2005]	215.7
Equals index point change	5.9
Divided by previous period CPI [February 2005]	215.7
Equals	.027
Result multiplied by 100	0.027 x 100
Equals percent change for next twelve-month Period	2.7%

The following example illustrates the calculation of the adjusted rate:

Transportation Rate	\$559.44
Less cost of fuel at \$2.898/gallon	<u>\$(88.45)</u>
Transportation Rate net of Fuel	\$ 470.99
Multiplied by the percent change above	<u>x 2.7%</u>
Equals dollar amount of increase	\$ 12.71
Plus, Transportation Rate	<u>\$470.99</u>
Equals adjusted Rate	<u><u>\$483.70</u></u>

### Fuel Surcharge

In the event that the price of fuel deviates from the threshold price per gallon a mileage-based fuel surcharge (or discount) shall be applied on a per haul basis. The surcharge will increase or decrease by one cent (\$.01) per mile for every 5-cent increase or decrease in the price of diesel fuel above or below the threshold price of \$2.898 per gallon. Calculations shall be made the first day of each month based upon the United States Department of Energy PADD 1C (Lower Atlantic) price for the previous Monday (or Tuesday if Monday is a Federal holiday).

- 1) A surcharge will be added to all rates and charges on a per haul basis provided in this schedule and subsequent amendments hereto, determined by the table and method below.

<b>Origin / Destination:</b>	<u>Watauga TS to Eco Safe LF</u>
Threshold price per gallon	<u>\$2.898</u>
PADD 1C Fuel price as of 3/26/18	<u>\$2.898</u>
Fuel Surcharge per mile per chart below	\$0.00
Origin / Destination Round trip Mileage	<u>152.6</u>
Fuel Surcharge per load	<u><u>\$0.00</u></u>

- 2) The weekly Department of Energy (DOE) Diesel Fuel Price Index as shown in the Transport Topics and reported by the DOE Index Service, phone no. (202) 586-6966, will be used as announced each Monday, or on Tuesday when Monday is a federal holiday\*.
- 3) The surcharge will be adjusted and effective on the 1<sup>st</sup> day of each month based on the DOE index amount for PADD 1C (Lower Atlantic) price for the previous Monday (or Tuesday if Monday is a Federal holiday) as determined by the corresponding per mile surcharge shown in the table below





**\*Based on PADD 1C (Lower Atlantic) pricing.**

**RATES AND CHARGE ASSUMPTIONS – TABLE 2**

Line-haul rates include tarping and all tolls.

Except as set forth in the Agreement or as otherwise agreed by the parties, COMPANY is responsible for loading services at all Origin Locations at no cost to CARRIER.

Volume and operational requirements may dictate the use of trailer pools and on-site pre-loaders and unloaders.

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**AGENDA ITEM 8:**

**TAX MATTERS**

***A. Monthly Collections Report***

**MANAGER'S COMMENTS:**

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

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

**Monthly Collections Report****Watauga County**

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

Monthly Report April 2019

	<u>Current Month</u> <u>Collections</u>	<u>Current Month</u> <u>Percentage</u>	<u>Current FY</u> <u>Collections</u>	<u>Current FY</u> <u>Percentage</u>	<u>Previous FY</u> <u>Percentage</u>
<b><u>General County</u></b>					
Taxes 2018	218,865.50	29.09%	30,450,621.83	98.34%	98.31%
Prior Year Taxes	41,625.40		362,743.64		
Solid Waste User Fees	31,750.27	24.89%	2,521,081.24	97.40%	97.24%
Green Box Fees	908.83	NA	4,872.59	NA	NA
Total County Funds	<b>\$293,150.00</b>		<b>\$33,339,319.30</b>		
<b><u>Fire Districts</u></b>					
Foscoe Fire	4,390.36	35.74%	458,923.66	98.79%	98.59%
Boone Fire	8,196.47	31.70%	881,589.36	98.44%	98.30%
Fall Creek Service Dist.	55.04	14.94%	9,180.31	97.05%	98.75%
Beaver Dam Fire	1,465.04	16.37%	98,136.97	94.89%	97.72%
Stewart Simmons Fire	1,793.13	21.68%	221,734.74	97.02%	98.80%
Zionville Fire	1,361.54	23.46%	110,725.75	96.81%	96.78%
Cove Creek Fire	3,909.06	39.52%	232,867.31	97.74%	97.57%
Shawneehaw Fire	704.24	40.07%	96,904.99	99.18%	98.01%
Meat Camp Fire	2,943.21	24.28%	200,329.43	96.59%	96.61%
Deep Gap Fire	1,973.98	28.26%	184,205.83	97.74%	96.98%
Todd Fire	350.88	30.11%	60,721.73	98.84%	98.05%
Blowing Rock Fire	2,565.92	21.02%	473,742.70	98.42%	98.43%
M.C. Creston Fire	15.05	1.94%	5,699.23	92.08%	95.99%
Foscoe Service District	917.15	48.66%	72,797.30	98.77%	98.55%
Beech Mtn. Service Dist.	1.80	18.33%	1,603.04	99.50%	99.45%
Cove Creek Service Dist.	0.00	0.00%	324.15	100.00%	100.00%
Shawneehaw Service Dist	87.80	18.64%	6,121.87	95.63%	95.48%
	<b>\$30,675.63</b>		<b>\$3,106,428.06</b>		
<b><u>Towns</u></b>					
Boone	19,185.58	26.90%	5,796,639.59	99.21%	98.90%
Municipal Services	474.86	20.21%	130,578.96	98.88%	93.46%
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	<b>\$19,660.44</b>		<b>\$5,927,218.55</b>		
Total Amount Collected	<b>\$343,486.07</b>		<b>\$42,372,965.91</b>		

\_\_\_\_\_  
Tax Collections Director

\_\_\_\_\_  
Tax Administrator

**AGENDA ITEM 8:**

**TAX MATTERS**

***B. Refunds and Releases***

**MANAGER'S COMMENTS:**

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

04/30/2019 16:09  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 04/01/2019 TO 04/30/2019

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OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1544491 ALLEN, DAVID H ALLEN, SUSAN W 5645 ELK CREEK RD DEEP GAP, NC 28618	RE 2017	33228	04/30/2019			0 F05	209.27
						G01	869.09
					6840	SWF	80.00
							1,158.36
1544491 ALLEN, DAVID H ALLEN, SUSAN W 5645 ELK CREEK RD DEEP GAP, NC 28618	RE 2018	33386	04/30/2019			0 F05	209.27
						G01	869.09
					6839	SWF	80.00
							1,158.36
1756235 CHURCH, WESLEY CHURCH, DANIELLE 2105 JUSTICE RD AFTON, TN 37616	RE 2017	33224	04/30/2019			0 F05	42.16
						G01	175.09
					6841		217.25
							217.25
1756235 CHURCH, WESLEY CHURCH, DANIELLE 2105 JUSTICE RD AFTON, TN 37616	RE 2018	33384	04/30/2019			0 F05	42.16
						G01	175.09
					6842		217.25
							217.25
1506860 GREENE, JOHN AND DOREATHA (LIFE ESTATE) C/O SYLVIA SUE GREENE PO BOX 1256 BOONE, NC 28607	RE 2019	1000034	04/30/2019			0 F09	43.85
						F09	43.85
						G01	274.50
					6843	G01	274.50
							636.70
1760584 ISAACS, DUSTIN K. 411 DAVE GREENE RD VILAS, NC 28692	PP 2018	766	04/30/2019			0 F04	.23
						G01	1.59
						F04L	.02
					6849	G01L	.16
							2.00
1774045 POWELL GROUP CONSULTING LLC 169 GROVERS KNOB BLOWING ROCK, NC 28605	PP 2018	1145	04/30/2019			0 F12	6.18
						G01	43.60
					6847		49.78
							49.78

04/30/2019 16:09  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 04/01/2019 TO 04/30/2019

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tncrpt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1570141 PRIEST, PAULINE S 1901 LAKESHORE DRIVE FAYETTEVILLE, NC 28305	PP 2018 586992999 TAX RELEASES OWNER GAVE BOAT TO HER SON WHO LIVES IN AR	2977	04/30/2019	F12	6848	0 G01 F12 G01L F12L	5.47 .78 .55 .08 <hr/> 6.88
1785362 ROYALL, HARDIN JOSEPH III 691 CASTLE FORD RD BOONE, NC 28607	RE 2019 2922-02-5598-000 TAX RELEASES GRANTOR RETAINED A LIFE ESTATE AND PROPERTY REMAINS IN PRESENT USE	1000035	04/30/2019	F09	6844	0 F09 G01	45.15 318.76 <hr/> 363.91
1785362 ROYALL, HARDIN JOSEPH III 691 CASTLE FORD RD BOONE, NC 28607	RE 2019 2922-02-5598-000 TAX RELEASES GRANTOR RETAINED A LIFE ESTATE AND PROPERTY REMAINS IN PRESENT USE	1000036	04/30/2019	F09	6845	0 F09 G01	45.15 318.76 <hr/> 363.91
DETAIL SUMMARY	COUNT: 10	RELEASES - TOTAL				0	4,174.40

04/30/2019 16:09  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 04/01/2019 TO 04/30/2019

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tncrapt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT
2017	RE	F05 STEWART SIMMONS FIRE RE	251.43
2017	RE	G01 WATAUGA COUNTY RE	1,044.18
2017	RE	SWF SANITATION USER FEE	80.00
2017 TOTAL			1,375.61
2018	RE	F05 STEWART SIMMONS FIRE RE	251.43
2018	RE	G01 WATAUGA COUNTY RE	1,044.18
2018	RE	SWF SANITATION USER FEE	80.00
2018	PP	F04 BEAVER DAM FIRE PP	.23
2018	PP	F04L BEAVER DAM FIRE LATE LIST	.02
2018	PP	F12 BLOWING ROCK FIRE PP	6.96
2018	PP	F12L BLOWING ROCK FIRE LATE LIST	.08
2018	PP	G01 WATAUGA COUNTY PP	50.66
2018	PP	G01L WATAUGA COUNTY LATE LIST	.71
2018 TOTAL			1,434.27
2019	RE	F09 MEAT CAMP FIRE RE	178.00
2019	RE	G01 WATAUGA COUNTY RE	1,186.52
2019 TOTAL			1,364.52
SUMMARY TOTAL			4,174.40

04/30/2019 16:09  
Larry.Warren

WATAUGA COUNTY  
RELEASES - 04/01/2019 TO 04/30/2019

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tncraprpt

RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
F04	2018	F04	BEAVER DAM FIRE PP	.23
F04	2018	F04L	BEAVER DAM FIRE LATE LIST	.02
F04	2018	G01	WATAUGA COUNTY PP	1.59
F04	2018	G01L	WATAUGA COUNTY LATE LIST	.16
F04 TOTAL			2.00	
F05	2017	F05	STEWART SIMMONS FIRE RE	251.43
F05	2017	G01	WATAUGA COUNTY RE	1,044.18
F05	2017	SWF	SANITATION USER FEE	80.00
F05	2018	F05	STEWART SIMMONS FIRE RE	251.43
F05	2018	G01	WATAUGA COUNTY RE	1,044.18
F05	2018	SWF	SANITATION USER FEE	80.00
F05 TOTAL			2,751.22	
F09	2019	F09	MEAT CAMP FIRE RE	178.00
F09	2019	G01	WATAUGA COUNTY RE	1,186.52
F09 TOTAL			1,364.52	
F12	2018	F12	BLOWING ROCK FIRE PP	6.96
F12	2018	F12L	BLOWING ROCK FIRE LATE LIST	.08
F12	2018	G01	WATAUGA COUNTY PP	49.07
F12	2018	G01L	WATAUGA COUNTY LATE LIST	.55
F12 TOTAL			56.66	
SUMMARY TOTAL			4,174.40	



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**AGENDA ITEM 9:**

**FINANCE MATTERS**

***A. Budget Amendments***

**MANAGER'S COMMENTS:**

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

Board approval is requested.



WATAUGA COUNTY  
FINANCE OFFICE

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

**MEMORANDUM**

**TO:** Deron T. Geouque, County Manager  
**FROM:** Misty Watson, Finance Director  
**SUBJECT:** Budget Amendments - FY 2018/19  
**DATE:** May 21, 2019

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

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300 343318	Grant - Western Watauga Community Center		30,000
104272 458000	Capital outlay - building and improvements	30,000	

To recognize the acceptance of the North Carolina Dept of Natural and Cultural Resources grant for renovations and improvements to the Western Watauga Community Center. No match is required.

**AGENDA ITEM 9:**

**FINANCE MATTERS**

***B. Proposed Amendments to the Audit Contract***

**MANAGER'S COMMENTS:**

Ms. Watson will present the fiscal year amended audit contract with Gould Killian, CPA Group, P.A., in the amount of \$58,100 which includes two (2) major programs. Additional program testing will be assessed at \$2,650 per each program. The amendment is required due to the State Auditor's change in Medicaid testing. This will be the second year the County will be utilizing Gould Killian. County staff was very satisfied with the work product and interaction with Gould Killian personnel. The audit was completed and submitted timely to the LGC.

Board action is required to approve the amended audit contract with Gould Killian, CPA Group, P.A. in the amount of \$58,100.



## WATAUGA COUNTY FINANCE OFFICE

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

### MEMORANDUM

**TO: Deron Geouque, County Manager**  
**FROM: Misty Watson, Finance Director**  
**SUBJECT: Gould Gillian CPA Group, PA Contract for FY 19-20**  
**DATE: May 21, 2019**

Attached is a copy of an amendment to the fiscal year 2019-20 audit with Gould Killian CPA Group, PA. The amendment is due to the State Auditor's change in the Medicaid testing being now included in the County's audit with no separate AUP engagement as required in the previous fiscal year. The amended contract amount of \$58,100 covers the annual audit, Medicaid testing and 2 major programs. If additional testing is required to meet the minimum threshold for testing major programs, an additional \$2,650 will be assessed for each additional program.

The funding for this contract is requested in the Finance Department and DSS budget for FY 19-20. Contracts are required to be approved annually by the Local Government Commission and Board of Commissioners.

Board approval is requested for an amended contract amount not to exceed \$58,100, with the variable rate of \$2,650 for each additional major program exceeding 2 major programs, with Gould Killian CPA Group, PA to complete the County's Fiscal Year 19-20 audit.

LGC-205 Amended **AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS**

Rev. 10/2018

Whereas	Primary Government Unit Watauga County
and	Discretely Presented Component Unit (DPCU) (if applicable)
and	Auditor Gould Killian CPA Group, P.A.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/19	and originally due on	Audit Report Due Date 10/31/19
-----	--------------------------------	-----------------------	-----------------------------------

hereby agree that it is now necessary that the contract be modified as follows.

<input type="checkbox"/> Modification to due date:	Original due date 10/31/19	Modified due date
<input checked="" type="checkbox"/> Modification to fee:	Original fee \$51,100	Modified fee \$58,100

**EXPLANATION OF MODIFIED CONTRACT TERMS**

*Please provide an explanation for the modification of terms. If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.*

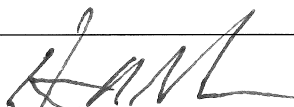
Due to the State Auditor's change in the medicaid testing being now included in the County's audit and no separate AUP engagement. The \$7,000 cost is added to the County's contract amount.

The variable fee related to major programs still remains. The audit contract includes up to two major programs. Each additional major program is \$2,650.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm Gould Killian CPA Group, P.A.	
Authorized Firm Representative (typed or printed) Daniel R. Mullinix	Signature 
Date 05/13/19	Email Address dmullinix@gk-cpa.com

**GOVERNMENTAL UNIT**

Governmental Unit Watauga County	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**  
**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***  
*(Pre-audit certificate not required for charter schools or hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer	Signature
Date of Pre-Audit Certificate	Email Address

## **AGENDA ITEM 10:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***A. Boards and Commissions***

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

#### ***Economic Development Commission***

Three (3) terms on the Economic Development Commission will expire in June. Mr. Tad Dolbier has served one (1) term, is eligible for another, and would like to be reappointed. The terms of Mr. Doug McGuire and Mr. Ray Cameron are also expiring. Mr. McGuire has not attended a meeting since January, 2017. Mr. Cameron has not attended since January, 2018, and had previously informed me of his intention to move towards retirement and to be in town less frequently. During the past several months, two (2) volunteer applications have been received and are attached. Also attached is a current roster. Terms are three (3) years with a limit of two (2) consecutive terms. This is a second reading.

#### ***Watauga County Adult Care Home Community Advisory Committee***

High Country Council of Governments' Ombudsman, Ms. Stevie John, has requested that Ms. Glenda Hodges be considered for reappointment to serve on the Watauga County Adult Care Home Community Advisory Committee. Ms. Hodges is willing to continue to serve if so appointed. This is a first reading.

#### ***Watauga County Nursing Home Community Advisory Committee***

Regional Ombudsman, Ms. Stevie John, has requested that Mr. Tim Racz be considered for reappointment to serve on the Watauga County Nursing Home Community Advisory Committee for a three-year term. Mr. Racz is willing to continue to serve if so appointed. This is a first reading.

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

Ms. Kelly Cox, the Watauga County Public Representative on the W.A.M.Y. Community Action Inc., Board of Directors, has recently moved and is no longer available to serve. Ms. Melissa Soto has spoken with Commissioner Wallin who indicated he might be willing to serve. This is a first reading.



## WATAUGA COUNTY ECONOMIC DEVELOPMENT COMMISSION

METHOD OF APPOINTMENT:	One member is a County Commissioner; thirteen members appointed by BCC. All vote.
COMPENSATION TO MEMBERS:	None
REGULAR MEETING TIME & PLACE:	2 <sup>nd</sup> Thursday July, September, November, January, March, May 3:00 pm Appalachian Enterprise Center conference room

<u>Present Members</u>	<u>Appointed</u>	<u>Term Expires</u>
Ray Cameron (Appointed by County)	6/16 3 year term 1 <sup>st</sup> term	June 2019
James Bance (Appointed by County)	6/17 - 3 year term 1st term	June 2020
Erik Lanier (Appointed by County)	12/17 - 3 year term 1 <sup>st</sup> term	June 2020
Angela Weaver (Appointed by County)	6/18 1st term	June 2021
Hodges, Tim (Appointed by County)	6/15 -3 year term 2 <sup>nd</sup> term	June 2021
Wallace Greer (Appointed by County)	2/18 completing term	June 2020
Kaudelka, Walter (Appointed by County)	6/11 – 3 year term 2nd term	June 2020
Tad Dolbier (Appointed by County)	6/16 -3 year term 1st term	June 2019
Doug McGuire (Appointed by County)	6/16 – 3 year term 1st term	June 2019

Larry Turnbow, Commissioner\*\*; a Boone Town Council representative, the Directors of Boone and Blowing Rock Chambers of Commerce and ASU Chancellor's designee serve as voting members.

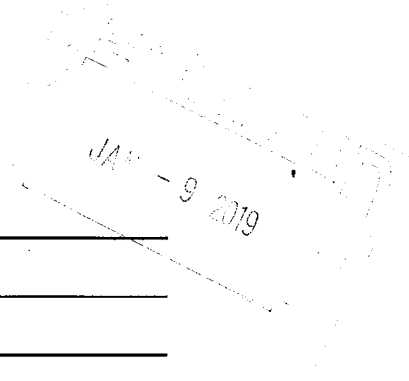
\* Beginning with those whose terms expire in 1992, the EDC By-laws were changed to limit terms of members serving to two consecutive three-year terms. (Approved by BCC July 23, 1991.)

\*\* A member of the Board of Commissioners is appointed each December to serve on this Board.

Volunteer Application  
Watauga County Boards And Commissions

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

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



Name: Savannah Garland  
Home Address: 142 South Slope Loop  
City: Foscoe Zip: 28604  
Telephone: (H) 423-737-0966 (W) \_\_\_\_\_ (Fax) \_\_\_\_\_  
Email: garlandsg100@gmail.com  
Place of Employment: Waterfront Group - Eagles Nest  
Job Title: Rental Coordinator

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

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

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

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

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

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

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

1. Economic Development Commission
2. Foscoe/Grandfather Community Council
3. Recreation Commission

Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work  
Experience:

- Researched and analyzed placemaking as an economic development strategy for my capstone
- Partnered with Appalachian State to bring awareness, resources, and opportunities to 50+ local nonprofits
- Promoted relationships with Appalachian State University students and the community
- Researched potential donors and small businesses for partnerships with local nonprofits
- Plan and coordinate 12 professional development workshops for 50 different nonprofits
- Organize and lead three volunteer events matching 200+ students with five locations

Volunteer  
Experience:

- Volunteered 500 hours at The River nonprofit as a Social Worker student
- Volunteered 60 hours at the Boys and Girls Club as the Health teacher
- Supervised volunteer committees: Leigh Lane Day of Service and Farm Day
- Lead Local Issue Coffee Hour dialogues
- Produced professional development workshops for local nonprofits to attend

Other  
Experience:

- Researched towns in five different states comparing economic development approaches
- Examined the role Town Managers have in economic development
- Analyzed fieldwork and wrote annotated bibliographies

Other  
Comments:

I have recently graduated from Appalachian State with my Masters in Public Administration. I would love to learn and gain more experience in economic development, planning, and parks and rec here in the community.

Signature:

*Savannah Furland*

Date:

*1/4/19*

Print Form

Reset Form

# Savannah Grace Garland

142 S. Slope Loop #3, Banner Elk, NC, 28604 | 423.737.0966 | [garlandsg100@gmail.com](mailto:garlandsg100@gmail.com)

## EDUCATION

### APPALACHIAN STATE UNIVERSITY, Boone, NC

*Master of Public Administration (MPA)*

Grad May 2018

Concentration in Public Management

### EAST TENNESSEE STATE UNIVERSITY, Johnson City, TN

*Bachelor of Science in Social Work (BSW)*

Grad May 2016

Minor in Women Studies

## EXPERIENCE

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### COMMUNITY DEVELOPMENT

- Researched and analyzed placemaking as an economic development strategy for my capstone
- Partnered with Appalachian State to bring awareness, resources, and opportunities to 50+ local nonprofits
- Promoted relationships with Appalachian State University students and the community
- Researched potential donors and small businesses for partnerships with local nonprofits
- Volunteered 500 hours at The River nonprofit as a Social Worker student
- Volunteered 60 hours at the Boys and Girls Club as the Health teacher

### LEADERSHIP

- Supervised volunteer committees: Leigh Lane Day of Service and Farm Day
- Lead Local Issue Coffee Hour dialogues
- Produced professional development workshops for local nonprofits to attend
- Oversaw the advertising for grants and narrowed down the qualifying recipients
- The BSW student representative on the inaugural Self-Care Initiative team at ETSU

### EAGLES NEST, Banner Elk, NC

*Rental Coordinator/Recreational assistant /Event Staff*

2015-Current

- Coordinate rental property bookings and maintenance for property owners
- Work independently planning activities and leading recreational games
- Coordinate and prepare events for over 100+ people
- Work on trail markings and trail maintenance

### APPALACHIAN STATE UNIVERSITY, Boone, NC

*Graduate Assistant, Community Engagement*

Aug 2016 – May 2018

- Plan and coordinate 12 professional development workshops for 50 different nonprofits
- Organize and lead three volunteer events matching 90+ students with five locations
- Develop an understanding of nonprofit by subcommittee management, event marketing, and overall communication.
- Manage three different web pages and oversee an email listserv of 110+ partners

*Independent Study Research*

Summer 2017

- Researched towns in five different states comparing economic development approaches
- Examined the role Town Managers have in economic development
- Analyzed fieldwork and wrote annotated bibliographies

**LEGACY ART FARM, Banner Elk, NC**

*Internship*

Summer 2017

- Demonstrated initiative by working independently
- Planned and coordinated kick-off fundraiser
- Researched potential donors and kept an organized list for the nonprofit
- Researched and created master plan for the nonprofit

**EAST TENNESSEE STATE UNIVERSITY, Johnson City, TN**

*Building Supervisor, fitness instructor*

Aug 2014 – July 2016

- Management of other areas and employees in facility
- Qualified as first person to respond to emergencies
- Member services, Equipment Services, Group Fitness Leader

**ADDITIONAL SKILLS**

- CPR certified, Suicide Prevention Training, Counseling, Social Perceptiveness, Human Resources course, Grant writing course, Strong work ethic, Judgment and Decision Making, Microsoft Word, PowerPoint, Outlook, and Excel

**Volunteer Application**  
**Watauga County Boards And Commissions**

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

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

Name: Daniel F. Meyer

Home Address: 124 Sorrento Forest Drive

City: Blowing Rock Zip: 28605

Telephone: (H) 828-265-0044 (W) cell 828-266-2029 (Fax) \_\_\_\_\_

Email: granddan4@gmail.com

Place of Employment: retired Boone Area Chamber of Commerce

Job Title: President/CEO Retired

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

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

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

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

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

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

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

1. Economic Development Commission
2. \_\_\_\_\_
3. \_\_\_\_\_

Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

Please list any work, volunteer, and/or other experience you would like to have considered in the review of your application.

Work  
Experience:

15 years as Executive Director of Appalachian Brian Estates  
12 years as President/CEO Boone Area Chamber of Commerce  
15 years as Adjunct faculty at Appalachian State University

EDC Board Member for 12 years - Ex-officio as Boone Area Chamber President/CEO  
Worked on many town and county task forces over the past 30 years.

Volunteer  
Experience:

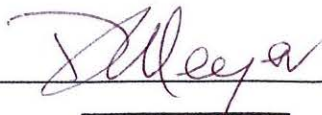
Heart Association  
Relay for Life  
United Way  
Watauga Opportunities

Other  
Experience:

Other  
Comments:

Always interested in the future of our community.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

1/31/19

Print Form

Reset Form

Brenda Lyerly  
Chair of the Board

Johnny Riddle  
Vice-Chair



Chris Jones  
Secretary

Valerie Jaynes  
Treasurer

468 New Market Blvd.  
Boone, NC 28607

[www.regiond.org](http://www.regiond.org)

Voice: 800-735-8262

Phone: 828-265-5434  
Fax: 828-265-5439

May 17, 2019

Clerk to the Board  
Ms. Anita J. Fogle  
814 West King Street, Suite 205  
Boone, North Carolina 28607

Dear Ms.Fogle:

The term of appointment of Ms. Glenda Hodges to the Watauga County Adult Care Home Community Advisory Committee has expired on January 19, 2019. She has indicated her desire to be reappointed for an additional three-year term.

Please submit Ms. Hodges name to the Commissioners for their consideration and let me know their decision at your earliest convenience. The request for renomination is attached.

Sincerely,

Stevie John, MSW  
Regional Long Term Care Ombudsman

Enclosure  
Renomination form



# RENOMINATION FORM

## LONG TERM CARE COMMUNITY ADVISORY COMMITTEE

### Nominee Background Information

Name Blenda J. Hodges

Home Address 810 Parkcrest Dr. Phone(H) 828-264-8529  
Boone, NC. Zip Code 28607

Business Address \_\_\_\_\_ Phone (W) \_\_\_\_\_  
\_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_

Occupation Homemaker

Number of hours available per month for this position \_\_\_\_\_

Education 12<sup>th</sup> grade

Business and civic experience and skills Relay for Life 12yrs. Chair.

Areas of expertise and interest/skills \_\_\_\_\_  
\_\_\_\_\_

THE FOLLOWING PERSONS ARE EXCLUDED BY LEGISLATION FROM SERVING ON THE COMMITTEE:

1. Persons or immediate family member of persons with a financial interest in a home served by a committee.
2. An employee or governing board member or immediate family member of an employee or governing board member of a home served by a committee. (A person paid by a home as a consultant is considered an employee).
3. The immediate family member of a patient in a home served by a committee. An "immediate family member" is defined as mother, father, sister, brother, spouse, child, grandmother, grandfather, and in-laws for the above.

I CERTIFY THAT NONE OF THE EXCLUSIONS LISTED ABOVE APPLY TO ME. I UNDERSTAND THAT I MUST NOTIFY THE OMBUDSMAN IMMEDIATELY IF MY SITUATION CHANGES WITH RESPECT TO THE ABOVE EXCLUSIONS.

Blenda J. Hodges Date 12-5-2018  
Signature of Applicant

Nomination form submitted by [Signature] Name \_\_\_\_\_

Brenda Lyerly  
Chair of the Board

Johnny Riddle  
Vice-Chair



Chris Jones  
Secretary

052119 BCC Meeting

Valerie Jaynes  
Treasurer

468 New Market Blvd.  
Boone, NC 28607

[www.regiond.org](http://www.regiond.org)

Voice: 800-735-8262

Phone: 828-265-5434  
Fax: 828-265-5439

May 8, 2019

Clerk to the Board  
Ms. Anita J. Fogle  
814 West King Street, Suite 205  
Boone, North Carolina 28607



Dear Ms. Fogle:

The term of appointment of Mr. Tim Racz to the Watauga County Nursing Home Community Advisory Committee has expired on April 19, 2019. He has indicated his desire to be reappointed for an additional three-year term.

Please submit Mr. Racz name to the Commissioners for their consideration and let me know their decision at your earliest convenience. The request for renomination is attached.

Sincerely,

Stevie John, MSW  
Regional Long Term Care Ombudsman

Enclosure  
Renomination form

RENOMINATION FORM

LONG TERM CARE  
COMMUNITY ADVISORY COMMITTEE

Nominee Background Information

Name TIM RACZ

Home Address 10675 NC Hwy 105 S. Box 407 Phone(H) 828-414-5266

BANNER ELK N.C. Zip Code 28604

Business Address \_\_\_\_\_ Phone (W) \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address FTRACZ1950@GMAIL.COM

Occupation RETIRED

Number of hours available per month for this position 10

Education BA, MDIV.

Business and civic experience and skills BUS. INS. SALES, FIRST BAPT. CH.

Areas of expertise and interest/skills RV'ING

THE FOLLOWING PERSONS ARE EXCLUDED BY LEGISLATION FROM SERVING ON THE COMMITTEE:

1. Persons or immediate family member of persons with a financial interest in a home served by a committee.
2. An employee or governing board member or immediate family member of an employee or governing board member of a home served by a committee. (A person paid by a home as a consultant is considered an employee).
3. The immediate family member of a patient in a home served by a committee. An "immediate family member" is defined as mother, father, sister, brother, spouse, child, grandmother, grandfather, and in-laws for the above.

I CERTIFY THAT NONE OF THE EXCLUSIONS LISTED ABOVE APPLY TO ME. I UNDERSTAND THAT I MUST NOTIFY THE OMBUDSMAN IMMEDIATELY IF MY SITUATION CHANGES WITH RESPECT TO THE ABOVE EXCLUSIONS.

Tim Racz Date 5-3-19

Signature of Applicant

Nomination form submitted by Stanger Name



**W.A.M.Y. COMMUNITY ACTION, INC.** 052119 BCC Meeting

225 Birch Street, Suite 2  
Boone, North Carolina 28607-2688  
Telephone: 828.264.2421 Fax: 828.264.0952  
1-800-571-9269  
Email: [info@wamycommunityaction.org](mailto:info@wamycommunityaction.org)

Bobbie Willard, Chairperson      Melissa Soto, Executive Director

April 30, 2019

Deron Geouque  
Watauga County Manager  
814 West King Street, Suite 205  
Boone, NC 28607

Dear Deron:

As you know, we are required to have a Public Representative on our Board of Directors. This Representative must be a County Commissioner or an appointee of the Commission. The current Board appointee, Kelly Cox, has recently moved from the area and is no longer able to serve on the Board.

We would like to request that the Board consider another Representative. We would love to have one of the Commissioners serve on our Board if at all possible. Our meetings are bi-monthly on the second Tuesday at 5:00 p.m. in the Avery County Commissioner's Board Room.

Thank you for your assistance in this matter. It is imperative that we keep our Board seats at full capacity in order to remain eligible for our federal funding. Please let me know if you need any additional information from me.

Sincerely,

Melissa Soto  
Executive Director

**AVERY COUNTY**  
723 Cranberry Street  
Newland, NC 28657

**MITCHELL/YANCEY COUNTY**  
496-A Balsam Avenue  
Spruce Pine, NC 28777

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**AGENDA ITEM 10:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***B. Announcements***

**MANAGER'S COMMENTS:**

The Military Officers Association of America's 12th Annual Memorial Day Program will be held at Boone Mall on Monday, May 27, 2019, with the ceremony commencing at 10:30 A.M.



High Country Chapter  
P.O. Box 3312  
Boone, NC 28607  
May 6, 2019



On behalf of the High Country Chapter of the Military Officers Association of America (MOAA), I am delighted to extend an invitation to you, or a representative of your organization, to attend the 12th annual Memorial Day Ceremony at the Boone Mall on Monday, May 27, 2019 as an honored guest. The Watauga Community Band will play a medley of patriotic music starting at 10:30 AM and the program will begin at 11:00 AM. We will seat our elected officials, dignitaries and representatives from local military organizations at 10:45 AM in a VIP section. The Colors will be posted by the Watauga High School Marine Corps JROTC followed by the Pledge of Allegiance, National Anthem and a special program honoring those who gave their lives in the defense of our Nation.

There will be tables for military veterans' organizations to display information and answer questions for the 350 plus people we expect to attend, many of whom have served our country in uniform dating back to WWII. This event is the opportunity to honor our servicemen and women for what they have done for this great nation in protecting our freedoms and to recognize the families of our military personnel who have also sacrificed over the years.

Please plan to attend and encourage your associates, friends and families to join us. Wearing of appropriate uniforms by veterans and military organizations is encouraged. We appreciate your support and look forward to your participation on May 27th.

Sincerely,

Doug May, CAPT, USMC (Ret)  
President, High Country Chapter MOAA  
[maydb@appstate.edu](mailto:maydb@appstate.edu)  
8282954406



**AGENDA ITEM 11:**

**PUBLIC COMMENT**

**AGENDA ITEM 12:**

**BREAK**

**AGENDA ITEM 13:**

**CLOSED SESSION**

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

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