

Public Service Announcement

In order to maintain the safety of County residents, the Watauga County Board of Commissioners Meeting scheduled for 5:30 P.M. on Tuesday, December 15, 2020, will be conducted electronically. The Board Packet, including the agenda, is available on the County's website at:

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

The public may access this meeting by

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

Meeting ID: 820 9015 4936

Password: 12345

OR

Clicking the following link:

<https://us02web.zoom.us/j/82090154936?pwd=TzZleVM4VW8wcTEsNWg0MU1EVGxzZz09>

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

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

Public comments received by 5:00 P.M. on Monday, December 14, 2020, will be available to view by the time of the meeting (December 15, 2020, at 5:30 P.M.) on the County's website at:

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

A recording of this meeting will be available by 5:00 P.M. on Wednesday, December 16, 2020, on the County's website at:

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

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

**TUESDAY, DECEMBER 15, 2020
5:30 P.M.**

**ELECTRONIC MEETING ORIGINATING FROM THE
WATAUGA COUNTY COMMUNITY RECREATION CENTER
COMMUNITY ROOM**

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: December 7, 2020, Regular Meeting December 7, 2020, Closed Session		1
	3	APPROVAL OF THE DECEMBER 15, 2020, AGENDA		11
5:35	4	CORONAVIRUS (COVID-19) COMMUNITY UPDATE	MS. JENNIFER GREENE	13
5:40	5	UPDATE ON THE PRITZKER CHILDREN'S INITIATIVE (PCI)	MS. CRYSTAL KELLY	15
5:45	6	TAX MATTERS	MR. LARRY WARREN	
		A. Monthly Collections Report		17
		B. Refunds and Releases		19
5:50	7	REQUEST TO ACCEPT FY 2021 SENIOR'S HEALTH INSURANCE INFORMATION PROGRAM (SHIIP) GRANT/CONTRACT	MS. ANGIE BOITNOTTE	25
5:55	8	EMERGENCY SERVICES MATTERS	MR. WILL HOLT	
		A. Communications Tower Engineering Request		43
		B. Request to Extend Due Diligence Period		47
6:00	9	BID AWARDS FOR COMMUNITY RECREATION CENTER OUTDOOR FACILITIES	MR. ROBERT MARSH	55
6:05	10	PROPOSED OPENING PLAN FOR COMMUNITY RECREATION CENTER	MR. STEPHEN POULOS	58
6:10	11	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Proposed Demolition of Turner Property Structures		97
		B. Boards and Commissions		99
		C. Announcements		101
6:15	12	PUBLIC COMMENT	BY WRITTEN SUBMISSION	102
6:20	13	BREAK		102
6:25	14	CLOSED SESSION		102
		Attorney/Client Matters – G. S. 143-318.11(a)(3)		
		Land Acquisition – G. S. 143-318.11(a)(5)(i)		
6:45	15	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

December 7, 2020, Regular Meeting

December 7, 2020, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, DECEMBER 7, 2020**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, December 7, 2020, at 8:30 A.M. remotely with the meeting originating in the Community Room located in the Watauga County Community Recreation Center, Boone, North Carolina.

Chairman Welch called the remote electronic meeting to order at 8:35 A.M. The following were present:

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

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

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the November 17, 2020, regular meeting and closed session minutes.

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the November 17, 2020, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to approve the November 17, 2020, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

ADDITION TO THE AGENDA

Commissioner Turnbow, seconded by Commissioner Yates, moved to add a Presentation of a Proclamation to the agenda.

VOTE: Aye-5
 Nay-0

PRESENTATION OF PROCLAMATION TO COMMISSIONER PERRY YATES

Chairman Welch read a Proclamation presented to Commissioner Perry Yates by the Board of Commissioners honoring his service to the County.

WATAUGA RIVERKEEPER PRESENTATION

Mr. Andy Hill with Watauga Riverkeepers thanked Commissioner Yates for his service to the County and stated that he had a plaque to present him at a later date in person.

RECESS MEETING FOR SWEARING IN OF NEW COMMISSIONERS

At 8:43 A.M. Vice-Chairman Kennedy, seconded by Commissioner Turnbow, moved to recess the meeting to allow for Commissioners-Elect Carrington Peralion, Charlie Wallin, and John Welch to take their oath of office.

VOTE: Aye-5
Nay-0

RECONVENE

County Manager Geouque reconvened the meeting at 9:01 A.M. in the Commissioners' Board Room with Commissioners Kennedy, Peralion, Turnbow, Wallin, and Welch.

BOARD ORGANIZATIONAL MATTERS

A. Election of Officers

County Manager Geouque called for nominations for Chairman of the Watauga County Board of Commissioners.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to nominate Commissioner Welch for Chairman.

VOTE: Aye-5
Nay-0

The meeting was turned over to Chairman Welch.

Chairman Welch called for nominations for Vice-Chairman of the Watauga County Board of Commissioners.

Commissioner Turnbow, seconded by Commissioner Wallin, moved to nominate Commissioner Kennedy for Vice-Chairman.

VOTE: Aye-5
Nay-0

B. Staff Appointments

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to reappoint Deron Geouque as the County Manager.

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to reappoint Anita Fogle as Clerk to the Board.

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to reappoint both Monica Harrison and Macy Hafner as Substitute Clerks to the Board.

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to reappoint di Santi, Watson, Capua, Wilson, & Garrett as the Law Firm representing Watauga County as legal counsel for Watauga County.

VOTE: Aye-5
Nay-0

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to reappoint di Santi, Watson, Capua, Wilson, & Garrett as the Law Firm representing as legal counsel for Watauga County Department of Social Services and the Child Support Enforcement Offices and authorized di Santi, Watson, Capua, Wilson, & Garrett to appoint another attorney, at the current rate, in the event their firm had a conflict of interest.

VOTE: Aye-5
Nay-0

C. Fidelity Bonds

The following individual fidelity bonds were presented for approval:

<u>Position</u>	<u>Bond Amount</u>	<u>Statutory Requirement</u>
Finance Director	\$50,000	No less than \$50,000, per NCGS 159-29
Deputy Finance Director (County Manager)	\$50,000	

Tax Collector	\$50,000	Amount considered reasonable by BCC, per NCGS 105-349-c
Register of Deeds	\$50,000	At least \$10,000 but no more than \$50,000, per NCGS 161-4
Sheriff	\$25,000	Amount considered reasonable by BCC, but no more than \$25,000 max, per NCGS 162-8

Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to approve the individual fidelity bonds as presented.

VOTE: Aye-5
Nay-0

D. Commissioner Appointments to Boards & Commissions

Each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board and the Watauga County Planning 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 the Fire Service District. Planning Board members must live within the appointing Commissioner’s District and action must be taken by the entire Board of Commissioners to make these appointments.

The Boone Rural Fire Protection Service District Board of Directors is responsible for overseeing the tax and setting the tax rate on a yearly basis. Below are the current members:

Member	Appointment Date	Term Expiration Date	Commissioner
VACANT		12/2022	District 1 – Pertalion
Lee Stroup	12/2016	12/2024	District 2 – Welch
Jimmy Marsh	12/2018	12/2022	District 3 – Kennedy
Katy Abrams	12/2018	12/2022	District 4 – Turnbow
Mary Cavanaugh	05/2019	12/2024	District 5 - Wallin

Commissioner Pertalion tabled appointment of her district representative to the Boone Rural Fire Protection Service District Board to a future meeting.

Commissioner Turnbow stated that Ms. Abrams has moved and he tabled appointment of her replacement to a future meeting.

Chairman Welch reappointed Mr. Lee Stroup to serve as his district representative and Commissioner Wallin reappointed Ms. Mary Cavanaugh as his district representative to the Boone Rural Fire Protection Service District Board.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to accept all the above appointments as presented.

VOTE: Aye-5
Nay-0

The Watauga County Planning Board develops and recommends policies, ordinances, administrative procedures and other means for carrying out plans in a coordinated and efficient manner. Below are the current members:

Member	Appointment Date	Term Expiration Date	Commissioner
VACANT		12/2022	District 1 – Pertalion
Neil Hartley	12/2016	12/2024	District 2 – Welch
Dennis Scanlin	12/2018	12/2022	District 3 – Kennedy
Marsha Walpole	12/2018	12/2022	District 4 – Turnbow
Diane Tilson	05/2018	12/2024	District 5 - Wallin
Kimmy Tiedemann	12/2019	12/2023	At-Large
Richard Mattar	12/2017	12/2021	At-Large

Commissioner Pertalion tabled appointment of her district representative to the Planning Board to a future meeting.

Chairman Welch reappointed Mr. Neil Hartley to serve as his district representative and Commissioner Wallin reappointed Ms. Diane Tilson as his district representative to the Planning Board.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to accept all the above appointments as presented.

VOTE: Aye-5
Nay-0

Each year the Chairman appoints Commissioners to serve as representatives on several Boards and Commissions. Some of these are legal requirements and some are at the request of the agencies.

Chairman Welch presented the following Commissioner Board appointments for consideration:

Board/Commission	Member
Appalachian District Health Department	Pertalion
Appalachian Theatre Board of Trustees Ex-Officio Member	Wallin or Welch
AppalCART Authority	Wallin
Blue Ridge Resource Conservation & Development Area	Turnbow
Caldwell Community College & Technical Institute – Watauga Advisory Board	Welch
Children’s Council	Pertalion
Child Protection Team	Kennedy
Cooperative Extension Advisory Leadership Board	Pertalion
Economic Development Commission (EDC)	Turnbow
Educational Planning Committee (2 appointees)	Wallin & Welch
EMS Advisory Committee	Pertalion

High Country Council of Governments (including the Executive Board and the Rural Transportation Advisory Committee)	Turnbow
Juvenile Crime Prevention Council (JCPC)	Welch
Humane Society	Turnbow
Library Board	Kennedy
Motor Vehicle Valuation Review Committee	BCC
New River Service Authority Board	Wallin
Northwest Regional Housing Authority (5-year term expires Dec. 12, 2024)	Pat Vines
POA Advisory Committee (Home & Community Care Block Grant)	Pertalion
Sheriff's Office Liaison	Kennedy & Turnbow
Vaya County Commissioner Advisory Board	Wallin
Social Services Advisory Board	Wallin
Watauga County Arts Council (added February 2020)	Pertalion
Watauga County Fire Commission	Welch
Watauga County Personnel Advisory Committee	Chair/Vice-Chair
Watauga County Recreation Commission	Welch
Watauga Medical Center Board of Trustees	Kennedy
W.A.M.Y. Community Action	Wallin
Watauga Opportunities, Inc.	Turnbow
Workforce Development Board (WDB)	Chairman

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to accept the above appointments as presented.

VOTE: Aye-5
Nay-0

E. Regular Meeting Schedule

Chairman Welch stated that the Board of Commissioners' regular meetings were currently scheduled for the first Tuesday of each month at 8:30 A.M. and the third Tuesday of each month at 5:30 P.M.

After discussion, Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to change the regular meeting schedule for the Watauga County Board of Commissioners to the following: the first and third Tuesday of each month with both meetings beginning at 5:30 P.M.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the December 7, 2020, agenda.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to approve the December 7, 2020, agenda as presented and including the earlier addition.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Request for Direction on Reviewing RFQs for New Valle Crucis Elementary School Architect

County Manager Geouque stated that Request for Qualifications (RFQs) were recently solicited for architectural services for the proposed new Valle Crucis Elementary School. The deadline for proposals was November 13, 2020. The Board may wish to utilize the Educational Planning Committee, which included Chairman Welch and Commissioner Wallin, to meet with Dr. Scott Elliott, School Superintendent, and potentially one or two School Board Members to review the proposals and make a recommendation to the Commissioners for the selection of an architect for the proposed Valle Crucis Elementary School. County Manager Geouque stated that points would be built into the architectural services agreement which would allow the project to be stopped, if needed. The County Manager stated that the Board of Commissioners would be the entity hiring the architect as well as, in the future, the Construction Manager At Risk (CMAR) and/or design build organization for the project.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to empower the Education Planning Committee to review the RFQs received for architectural services for the new Valle Crucis Elementary School.

VOTE: Aye-5
Nay-0

B. January's Meeting Schedule

County Manager Geouque stated that the Board has traditionally cancelled one of the meetings in either December or January depending on how the holidays fell. Due to where Christmas and New Year fall during the week, staff would recommend the Board cancel the first meeting in January as there would be insufficient time to prepare the Board packets. Historically, December and the first weeks in January have few issues requiring Board action.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to cancel the first meeting in January as presented by the County Manager.

VOTE: Aye-5
Nay-0

C. Appointment of the North Carolina Association of County Commissioners' (NCACC) Legislative Goals Conference Voting Delegate

County Manager Geouque stated that the North Carolina Association of County Commissioners' (NCACC) Legislative Goals Conference was scheduled for January 14-15, 2021, via virtual format. Each county in attendance was required to select a voting member for the Conference. Submission of the voting delegate was due by January 11, 2021.

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to appoint Commissioner Wallin as the Watauga County voting delegate at the North Carolina Association of County Commissioners Legislative Goals Conference.

VOTE: Aye-5
Nay-0

Chairman Welch recognized Commissioner Wallin for being appointed to serve on the NCACC Presidential Task Force on Food System Resiliency.

D. Announcements

Chairman Welch recognized Watauga Democrat Reporter, Kayla Lasure, upon her recent promotion to Editor.

County Manager Geouque announced the following:

- Due to the ongoing COVID-19 pandemic the Annual County Christmas Luncheon has been cancelled for 2020.

Vice-Chairman Kennedy stated that he will miss the appreciation service. Commissioner Turnbow asked County Manager Geouque if there was a way to serve employees a boxed lunch. Mr. Geouque stated that an appreciation gift would still be given to each employee; however, with COVID restrictions, it would be best to postpone having the appreciation service and meal until next December. The Board agreed with the County Manager.

[Clerk's Note: At 9:25 A.M., IT Director, Mr. Drew Eggers, informed the Board that Zoom, the technology site used for the electronic meeting, had crashed. The Board paused discussions until Mr. Eggers corrected the issue. Once corrected, the County Manager continued with announcements at 9:30 A.M.]

- Vaya Health cordially invited the Board to the 2020 Virtual Legislative Reception on Friday, December 11, 2020, from 10:00 - 11:00 A.M. Mr. Brian Ingraham, President and CEO, will share about the public Managed Care Organization (MCO) that oversees Medicaid, Federal, State and local funding for services and provides support related to mental health, substance use disorder and intellectual/developmental disabilities for 22 counties in western North Carolina.

Vice-Chairman Kennedy encouraged attendance of the Virtual Legislative Reception as Vaya Health funds Daymark Recovery Services. Commissioner Wallin stated that the Legislative Reception was important this year with upcoming legislative sessions to possibly include funding cuts for mental health services.

- Ethics for Elected Officials Online Training - Incumbents only could receive the required ethics training, via Zoom, on February 26, 2021, or March 23, 2021. Newly elected County Commissioners would receive the training through the Essentials of County Government course.
- The Essentials of County Government course was scheduled to be held virtually on the following dates:
 - Tract 1: December 11, 2020; January 8, 2021; February 26, 2021
 - Tract 2: January 22, 2021; February 25, 2021, March 23, 2021

PUBLIC COMMENT

No public comments were received.

CLOSED SESSION

At 9:38 A.M., Vice-Chairman Kennedy, 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). The following lawsuits were included in discussion during closed session: The Town of Boone lawsuit regarding sales tax distribution, the lawsuit against the Town of Boone regarding the water allocation.

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Commissioner Turnbow, moved to resume the open meeting at 11:28 A.M.

VOTE: Aye-5
Nay-0

ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Pertalion, moved to adjourn the meeting at 11:28 A.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE DECEMBER 15, 2020, AGENDA

Blank Page

AGENDA ITEM 4:

CORONAVIRUS (COVID-19) COMMUNITY UPDATE

MANAGER'S COMMENTS:

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

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

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AGENDA ITEM 5:

UPDATE ON THE PRITZKER CHILDREN'S INITIATIVE (PCI)

MANAGER'S COMMENTS:

Ms. Crystal Kelly will update the Board on the Pritzker Children's Initiative. The presentation is for information only and, therefore, no action is required.

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AGENDA ITEM 6:

TAX MATTERS

A. Monthly Collections Report

MANAGER'S COMMENTS:

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

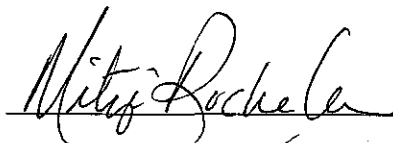
The report is for information only; therefore, no action is required.

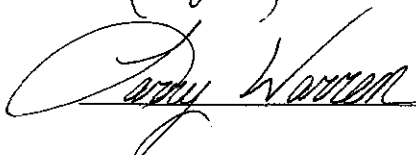
Monthly Collections Report**Watauga County**

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

Monthly Report November 2020

	<u>Current Month Collections</u>	<u>Current Month Percentage</u>	<u>Current FY Collections</u>	<u>Current FY Percentage</u>	<u>Previous FY Percentage</u>
<u>General County</u>					
Taxes 2020	8,320,350.18	33.75%	20,036,360.41	55.09%	50.62%
Prior Year Taxes	14,993.89		190,509.57		
Solid Waste User Fees	650,514.97	35.29%	1,434,640.66	54.29%	48.86%
Green Box Fees	0.00	NA	282.82	NA	NA
Total County Funds	\$8,985,859.04		\$21,661,793.46		
<u>Fire Districts</u>					
Foscoe Fire	112,980.01	38.01%	287,814.55	60.76%	56.01%
Boone Fire	246,180.88	38.88%	510,819.21	56.79%	52.15%
Fall Creek Service Dist.	2,139.36	33.21%	5,384.93	55.03%	48.88%
Beaver Dam Fire	22,953.53	32.35%	57,778.30	53.70%	48.45%
Stewart Simmons Fire	52,736.12	30.12%	127,533.14	50.91%	44.53%
Zionville Fire	29,749.54	37.83%	65,740.87	57.01%	52.78%
Cove Creek Fire	65,894.83	40.25%	143,924.46	59.10%	54.76%
Shawneehaw Fire	23,277.24	35.00%	57,787.10	57.31%	56.53%
Meat Camp Fire	58,621.09	39.85%	122,588.99	57.44%	51.51%
Deep Gap Fire	49,122.98	37.10%	103,416.23	55.14%	50.26%
Todd Fire	17,893.70	45.84%	40,639.99	65.70%	56.81%
Blowing Rock Fire	113,467.81	36.62%	299,085.89	60.31%	56.17%
M.C. Creston Fire	1,410.44	33.21%	3,329.69	53.45%	48.48%
Foscoe Service District	25,472.89	47.31%	47,038.15	62.37%	59.00%
Beech Mtn. Service Dist.	11.37	0.99%	530.19	31.81%	27.05%
Cove Creek Service Dist.	79.00	25.32%	91.20	28.14%	28.14%
Shawneehaw Service Dist	1,894.78	38.92%	3,682.47	54.97%	48.43%
	\$821,746.21		\$1,871,800.43		
<u>Towns</u>					
Boone	885,784.66	20.85%	2,648,148.61	43.94%	38.22%
Municipal Services	3,971.53	4.35%	48,399.57	35.52%	29.57%
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	\$889,756.19		\$2,696,548.18		
Total Amount Collected	\$10,697,361.44		\$26,230,142.07		

 Tax Collections Director

 Tax Administrator

AGENDA ITEM 6:

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.

11/30/2020 15:06
Larry.Warren

WATAUGA COUNTY
RELEASES - 11/01/2020 TO 11/30/2020

P 1
tncrapt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE CHARGE	AMOUNT
1638505 BR DEVELOPMENT GROUP LLC 3050 PEACHTREE RD NW STE 370 ATLANTA, GA 30305	RE 2020	28508	11/30/2020			0 F05	1,718.79
						G01	8,149.06
	TAX RELEASES				7578		
	PARCEL SHOULD HAVE BEEN DEACTIVATED						9,867.85
1768149 CHESTNUT INVESTMENT PARTNERS, LLC 800 GOLFVIEW PARK LENOIR, NC 28645	RE 2020	4855	11/24/2020			0 G01	20.15
	TAX RELEASES				7589		
	COMMON AREA; SHOULD NOT HAVE BILLED						
1348002 EARP, RALPH 1781 BAIRDS CREEK RD VILAS, NC 28692-9801	RE 2020	33098	11/24/2020			0 F07	80.65
						G01	650.04
	TAX RELEASES				7582	SWF	80.00
	PARCEL SHOULD HAVE BEEN DEACTIVATED						810.69
1625141 ECHOTA EAST RIDGE LLC 151 MR BISH BLVD BOONE, NC 28607-7842	RE 2020	14120	11/19/2020			0 F01	52.10
						G01	419.93
	TAX RELEASES				7581		
	MUNIS BILLED A DEACTIVATED PARCEL						472.03
1809879 EVERHART, AMY NEWTON, C/O PAT 212 WILD SPRING CT APEX, NC 27539	PP 2020	1566	11/30/2020			0 F02	1.37
						G01	9.23
	REFUND RELEASE				7590	SWF	80.00
	LISTED UNDER NEW OWNER 1812720						90.60
1619543 GREER, SHARON PARLIER 3549 OLD 421 S BOONE, NC 28607	RE 2020	41630	11/30/2020			0 F10	89.35
						G01	720.16
	TAX RELEASES				7579	SWF	160.00
	PARCEL SHOULD HAVE BEEN DEACTIVATED						969.51
1565343 HIGGINS, SANDRA J 498 ALPINE ACRES RD VILAS, NC 28692	RE 2020	14857	11/30/2020			0 F01	235.05
						G01	1,894.50
	TAX RELEASES				7577	SWF	160.00
	PARCEL SHOULD HAVE BEEN DEACTIVATED						2,289.55
1799435 KLUTTZ, LAVAUGH 50 WOODBRIAR RD WINSTON SALEM, NC 27106-3777	RE 2020	5778	11/30/2020			0 G01	733.86
						SWF	80.00
	TAX RELEASES				7588		
	PARCEL FAILED TO GET DEACTIVATED AFTER SALE AND DIVISION OF PROPERTY						813.86

11/30/2020 15:06
Larry.Warren

WATAUGA COUNTY
RELEASES - 11/01/2020 TO 11/30/2020

P 2
tncraprt

OWNER NAME AND ADDRESS	CAT YEAR PROPERTY REASON	BILL	EFF DATE	JUR	REF NO	VALUE	CHARGE	AMOUNT
1762660 PROG LEASING PO BOX 4900 DEPT 500 SCOTTSDALE, AZ 85261	PP 2020 1895 TAX RELEASES Business sold to	1354	11/30/2020	F01	7580	0	F01 G01 F01L G01L	5.48 44.85 .55 4.49 <hr/> 55.37
1791471 TESTER, CAROL TESTER, THOMAS GERALD 2384 PEORIA RD SUGAR GROVE, NC 28679	RE 2020 1951-85-6803-000 TAX RELEASES SHACK HOUSE REMOVED	49014	11/30/2020	FS8	7576	1,500	FS8 G01	.75 6.05 <hr/> 6.80
1752901 TESTER, JANICE G 1140 STONEY FORK RD DEEP GAP, NC 28618	RE 2016 2960-54-0744-000 REFUND RELEASE INCORRECTLY CHARGED FOR 2 DWELLINGS	47921	11/30/2020	F10	7587	69,397	G01 F10	217.21 34.70 <hr/> 251.91
1752901 TESTER, JANICE G 1140 STONEY FORK RD DEEP GAP, NC 28618	RE 2017 2960-54-0744-000 REFUND RELEASE INCORRECTLY CHARGED FOR 2 DWELLINGS	48481	11/30/2020	F10	7586	69,397	G01 F10	244.97 34.70 <hr/> 279.67
1752901 TESTER, JANICE G 1140 STONEY FORK RD DEEP GAP, NC 28618	RE 2018 2960-54-0744-000 REFUND RELEASE INCORRECTLY CHARGED FOR 2 DWELLINGS	48678	11/30/2020	F10	7585	69,397	G01 F10	244.97 34.70 <hr/> 279.67
1752901 TESTER, JANICE G 1140 STONEY FORK RD DEEP GAP, NC 28618	RE 2019 2960-54-0744-000 REFUND RELEASE INCORRECTLY CHARGED FOR 2 DWELLINGS	49232	11/30/2020	F10	7584	69,397	G01 F10	279.67 34.70 <hr/> 314.37
1752901 TESTER, JANICE G 1140 STONEY FORK RD DEEP GAP, NC 28618	RE 2020 2960-54-0744-000 TAX RELEASES INCORRECTLY CHARGED FOR 2 DWELLINGS	42986	11/30/2020	F10	7583	69,397	G01 F10	279.67 34.70 <hr/> 314.37
DETAIL SUMMARY	COUNT: 15	RELEASES - TOTAL				348,485		16,836.40

11/30/2020 15:06
Larry.Warren

WATAUGA COUNTY
RELEASES - 11/01/2020 TO 11/30/2020

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tncrapt

RELEASES - CHARGE SUMMARY FOR ALL CLERKS

YEAR	CAT	CHARGE	AMOUNT	
2016	RE	F10	DEEP GAP FIRE RE	34.70
2016	RE	G01	WATAUGA COUNTY RE	217.21
			2016 TOTAL	251.91
2017	RE	F10	DEEP GAP FIRE RE	34.70
2017	RE	G01	WATAUGA COUNTY RE	244.97
			2017 TOTAL	279.67
2018	RE	F10	DEEP GAP FIRE RE	34.70
2018	RE	G01	WATAUGA COUNTY RE	244.97
			2018 TOTAL	279.67
2019	RE	F10	DEEP GAP FIRE RE	34.70
2019	RE	G01	WATAUGA COUNTY RE	279.67
			2019 TOTAL	314.37
2020	RE	F01	FOSCOE FIRE RE	287.15
2020	RE	F05	STEWART SIMMONS FIRE RE	1,718.79
2020	RE	F07	COVE CREEK FIRE RE	80.65
2020	RE	F10	DEEP GAP FIRE RE	124.05
2020	RE	FS8	SHAWNEEHAW SERV DIST RE	.75
2020	RE	G01	WATAUGA COUNTY RE	12,873.42
2020	RE	SWF	SANITATION USER FEE	480.00
2020	PP	F01	FOSCOE FIRE PP	5.48
2020	PP	F01L	FOSCOE FIRE LATE LIST	.55
2020	PP	F02	BOONE FIRE PP	1.37
2020	PP	G01	WATAUGA COUNTY PP	54.08
2020	PP	G01L	WATAUGA COUNTY LATE LIST	4.49
2020	PP	SWF	SANITATION USER FEE	80.00
			2020 TOTAL	15,710.78
			SUMMARY TOTAL	16,836.40

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Larry.Warren

WATAUGA COUNTY
RELEASES - 11/01/2020 TO 11/30/2020

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RELEASES - JURISDICTION SUMMARY FOR ALL CLERKS

JUR	YEAR	CHARGE	AMOUNT	
C03	2020	G01	WATAUGA COUNTY RE	754.01
C03	2020	SWF	SANITATION USER FEE	80.00
			C03 TOTAL	834.01
F01	2020	F01	FOSCOE FIRE RE	292.63
F01	2020	F01L	FOSCOE FIRE LATE LIST	.55
F01	2020	G01	WATAUGA COUNTY RE	2,359.28
F01	2020	G01L	WATAUGA COUNTY LATE LIST	4.49
F01	2020	SWF	SANITATION USER FEE	160.00
			F01 TOTAL	2,816.95
F02	2020	F02	BOONE FIRE PP	1.37
F02	2020	G01	WATAUGA COUNTY PP	9.23
F02	2020	SWF	SANITATION USER FEE	80.00
			F02 TOTAL	90.60
F05	2020	F05	STEWART SIMMONS FIRE RE	1,718.79
F05	2020	G01	WATAUGA COUNTY RE	8,149.06
			F05 TOTAL	9,867.85
F07	2020	F07	COVE CREEK FIRE RE	80.65
F07	2020	G01	WATAUGA COUNTY RE	650.04
F07	2020	SWF	SANITATION USER FEE	80.00
			F07 TOTAL	810.69
F10	2016	F10	DEEP GAP FIRE RE	34.70
F10	2016	G01	WATAUGA COUNTY RE	217.21
F10	2017	F10	DEEP GAP FIRE RE	34.70
F10	2017	G01	WATAUGA COUNTY RE	244.97
F10	2018	F10	DEEP GAP FIRE RE	34.70
F10	2018	G01	WATAUGA COUNTY RE	244.97
F10	2019	F10	DEEP GAP FIRE RE	34.70
F10	2019	G01	WATAUGA COUNTY RE	279.67
F10	2020	F10	DEEP GAP FIRE RE	124.05
F10	2020	G01	WATAUGA COUNTY RE	999.83
F10	2020	SWF	SANITATION USER FEE	160.00
			F10 TOTAL	2,409.50
FS8	2020	FS8	SHAWNEEHAW SERV DIST RE	.75
FS8	2020	G01	WATAUGA COUNTY RE	6.05
			FS8 TOTAL	6.80
			SUMMARY TOTAL	16,836.40

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AGENDA ITEM 7:

REQUEST TO ACCEPT FY 2021 SENIOR'S HEALTH INSURANCE INFORMATION PROGRAM (SHIIP) GRANT/CONTRACT

MANAGER'S COMMENTS:

Ms. Angie Boitnotte, Director of Project on Aging (POA), will request the Board accept the FY 2021 grant/contract for the Senior's Health Insurance Information Program (SHIIP). The grant is for \$6,079 and requires no County funds. The funds are used to provide assistance and outreach to low-income citizens.

Board approval is required to accept the Senior's Health Insurance Information Program (SHIIP) grant in the amount of \$6,079.



Watauga County Project on Aging

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

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

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: December 7, 2020

SUBJ: Request for Board of Commissioners' Consideration – Acceptance of the FY 2021 SHIIP Grant/Contract

The Project on Aging is eligible to receive a grant from the Senior's Health Insurance Information Program (SHIIP) which is a division of the North Carolina Department of Insurance. The grant amount is \$6,079 and does not require a local match.

The funds are to be used to conduct outreach events, provide open enrollment for Medicare Part D, coordinate a volunteer recognition event, provide counseling clinics, expand Low Income Subsidy (LIS) outreach and enrollment, and to cover the cost of the SHIIP Coordinator's attendance at the SHIIP Coordinator's Training Conference.

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

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Grant Name: CDAP - State Health Insurance Assistance Program
Federal Awarding Agency: US Department of Health & Human Services,
Administration for

Community Living

CFDA #	93.324	Fiscal Year:	2020-2021
Grant Award #	90SAPG0099-01-03	Performance Period:	7/1/2020 - 6/30/2021
Cost Center:	16001636g10	Award Amount \$	6,079.00
Account #	536405	Federal Award Date:	8/14/20

Contract Between

Recipient:

State of North Carolina
Department of Insurance
SHIIP Division

Subrecipient:

Name: Watauga Co Proj on Aging/LEH Sr Ctr
County: Watauga
Tax ID/FIN# 56-6001816
DUNS # 89988216

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

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

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

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

Subrecipient shall submit to the Recipient all plans, reports, documents or other products that the Recipient may require, in the form specified by the Recipient, including at the least following:

- A) A final budget report of expenses incurred during the contract period date;
- B) A mid-year report of the contracted activities of the Subrecipient due by January 31;
- C) A final comprehensive report within sixty (60) days of the project end date; due on or before August 31.

4. **Recipient's Duties:** The Recipient shall reimburse the Subrecipient for the costs of services and activities described in Attachment B and in accordance with the approved budget in Attachment C. The Recipient shall monitor the Subrecipient for compliance with the terms of this Contract; and shall specify all reports and other deliverables required from the Subrecipient. The Recipient shall pay the Subrecipient in the manner and in the amounts specified in the Contract Documents.

a. There are no matching requirements from the Subrecipient.

b. The Subrecipient's matching requirement is \$n/a, which shall consist of:

- | | |
|---|--|
| <input type="checkbox"/> In-kind | <input type="checkbox"/> Cash |
| <input type="checkbox"/> Cash and In-kind | <input type="checkbox"/> Cash and/or In-kind |

The contributions from the Subrecipient shall be source from non-federal funds.

5. **Conflict of Interest Policy:** The Recipient has determined that this Contract is not subject to NCGS 143C-6-22 & 23.
6. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Recipient upon termination of this Contract.
7. **Grants:** The Subrecipient has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Subrecipient to comply with the terms and conditions set forth in this Contract. The grant award for the contract is not to be used for Research & Development (R&D).
8. **Payment Provisions:** As provided in NCGS 143C-6-21 this Contract is an annual appropriation of \$100,000 or less to or for the use of a non-profit corporation and payment shall be made in a single annual payment.
9. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, address, telephone number and fax number of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, address, telephone number and fax number of its Contract Administrator by giving timely written notice to the other Party.

For the Recipient:

Melinda Munden; Deputy Commissioner
SHIIP Division
1201 Mail Service Center
Raleigh, NC 27699-1201

Telephone: 919-807-6900

For the Subrecipient:

Billie Lister
Watauga Co Project on Aging/LEH Sr Ctr
814 W. King Street, Rm 216
Boone, NC 28607

Telephone: 828-265-8090

10. **Supplementation of Expenditures of Public Funds:** The Subrecipient assures that funds received under this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds the Subrecipient otherwise expends for SHIIP services and related programs. Funds received

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

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

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

Subrecipient:

BY: _____

DATE: _____

Division of SHIP,

BY: DocuSigned by:
Melinda Munden
073C676CC36D4F7
Melinda Munden _____

DATE: 12/04/2020

BY: _____

DATE: _____

BY: _____

DATE: _____

Contract is not executed until last signature is obtained.

Reviewed by:

DS
KR

Controller's Office Review:

Attachment A
General Terms and Conditions

DEFINITIONS

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

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

and State funds maintain their identity as they are subrecipient to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

- (17) "Subrecipient" has the meaning in NCGS 143C-6-23(a)(3): a non-State entity that receives State funds as a grant from a grantee or from another subrecipient but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- (18) "Unit of Local Government" has the meaning in NCGS 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

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

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

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

Assignment: No assignment of the Subrecipient's obligations or the Subrecipient's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

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

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

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

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

Indemnity

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

Default and Termination

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

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

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

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

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

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

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

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

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

Miscellaneous

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

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

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

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

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

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

persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

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

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

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

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

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

Attachment B

For the period 7/1/2020 - 6/30/2021

Statement of Work

Subrecipient: Watauga Co Proj on Aging/LEH Sr Ctr

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

1. Initiate and develop relationships with local community partners such as, Community Health Centers, Chambers of Commerce, Realtor Associations, Community Arts Programs, Parks & Recreation Departments, etc.... to promote SHIIP's toll-free number and services provided by SHIIP;
2. Provide ongoing Medicare counseling and enrollment assistance, including telephonic, virtual and/or in-person during the Medicare Open Enrollment Period of 10/15/20 through 12/07/20 and the Medicare Advantage Open Enrollment Period of 01/01/21 through 03/31/21;
3. Conduct a minimum of two (2) presentations in person or virtual - at least one (1) New to Medicare or Medicare 101 presentation to the general public and one (1) Medicare Education presentation to a disability group or potential Extra Help group in your county including information on the Senior Medicare Patrol Program, Medicare Fraud and new Medicare cards; and represent SHIIP at a minimum of two (2) health fairs/senior fairs/special events utilizing local certified SHIIP counselors;
4. Submit Beneficiary Contact and Group Outreach and Education and Media Outreach and Education forms by the 15th of the month following the counseling session or event through the Federal reporting system STARS website for the date range of 4/1/2020 through 3/31/2021;
5. Counsel at least three (3) percent of the county's Medicare population and report in the Federal reporting system STARS for the date range of 4/1/2020 through 3/31/2021;
6. Reach out to 50 percent of the county's total population for Group Outreach and Education events and Media Outreach and Education events along with reporting in the Federal reporting system STARS for the date range of 4/1/2020 through 3/31/2021 (Group Outreach and Education events include: health fairs, senior fairs, interactive presentation to the public and enrollment events. Media Outreach and Education events include: television, radio, local newspapers, health fairs, newsletters, magazines, emails, flyers, digital banners, etc.);
7. Coordinate a county volunteer recognition event during the grant period providing volunteers with appreciation items from the North Carolina SHIIP office;
8. Coordinators will provide program information to county volunteers, including emails, SHIIP News and other materials received from the North Carolina SHIIP office; and
9. Participate in monthly Coordinator webinars/conference calls and a statewide virtual conference (dates July 28 and July 29) from July 2020 through June 2021 and attend quarterly follow-up meetings (Funds should be allocated for possible phone costs incurred to attend the virtual conference and monthly webinars through WebEx).

Subrecipient Response to Scope of work:

1. Initiate and develop relationships with local community partners such as, Community Health Centers, Chambers of Commerce, Realtor Associations, Community Arts Programs, Parks & Recreation Departments, etc.... to promote SHIIP's toll-free number and services provided by SHIIP; We will continue to develop relationships with community partners such as the High Country Community Health, local hospital, Adult Service Coalition, and AAA to make sure the community is aware of the SHIIP hotline and the SHIIP counseling services.
2. Provide ongoing Medicare counseling and enrollment assistance, including telephonic, virtual and/or in-person during the Medicare Open Enrollment Period of 10/15/20 through 12/07/20 and the Medicare Advantage Open Enrollment Period of 01/01/21 through 03/31/21; We have and will continue to offer Medicare counseling in various forms including telephonic and virtual modes.
3. Conduct a minimum of two (2) presentations in person or virtual – at least one (1) New to Medicare or Medicare 101 presentation to the general public and one (1) Medicare Education presentation to a disability group or potential Extra Help group in your county including information on the Senior Medicare Patrol Program, Medicare Fraud and new Medicare cards; and represent SHIIP at a minimum of two (2) health fairs/senior fairs/special events utilizing local certified SHIIP counselors; We will offer at least 2 Medicare 101 as well as educational presentations, radio interviews, and will offer at least 2 presentations to targeted disability groups. We will also participate in at least 2 health fairs or special events.
4. Submit Beneficiary Contact and Group Outreach and Education and Media Outreach and Education forms by the 15th of the month following the counseling session or event through the Federal reporting system STARS website for the date range of 4/1/2020 through 3/31/2021; We will continue to submit all CC and PAM contacts data into the STARS reporting database as required.
5. Counsel at least three (3) percent of the county's Medicare population and report in the Federal reporting system STARS for the date range of 4/1/2020 through 3/31/2021; We will offer counseling to aim to serve a minimum of 3% of the county's Medicare Beneficiary population and will report them as required in STARS.
6. Reach out to 50 percent of the county's total population for Group Outreach and Education events and Media Outreach and Education events along with reporting in the Federal reporting system STARS for the date range of 4/1/2020 through 3/31/2021 (Group Outreach and Education events include: health fairs, senior fairs, interactive presentation to the public and enrollment events. Media Outreach and Education events include: television, radio, local newspapers, health fairs, newsletters, magazines, emails, flyers, digital banners, etc.); We will participate in educational and community outreach events aimed at educating 50% of the county's Medicare eligible population. We will do this through radio, newspaper, press releases, county wide agency collaborative events, and health fairs.
7. Coordinate a county volunteer recognition event during the grant period providing volunteers with appreciation items from the North Carolina SHIIP office; We will coordinate a volunteer appreciation event through some means-possibly virtual or mailed appreciation if in-person event is not permitted due to pandemic situations.
8. Coordinators will provide program information to county volunteers, including emails, SHIIP News and other materials received from the North Carolina SHIIP office; SHIIP County Coordinator will continue to keep all volunteers informed by forwarding all important/relevant emails, notices, and information as it is disseminated.
9. Participate in monthly Coordinator webinars/conference calls and a statewide virtual conference (dates July 28 and July 29) from July 2020 through June 2021 and attend quarterly follow-up meetings (Funds should be allocated for possible phone costs incurred to attend the virtual conference and monthly webinars through WebEx). Coordinator will continue to participate in virtual webinars and conference calls as well as the virtual conference.

Attachment C

For the period 7/1/2020 - 6/30/2021

Line Item Budget and Budget Narrative

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

All budgets must be approved by the Recipient.

Subrecipient Name: watauga Co Proj on Aging/LEH Sr Ctr **Award Amount:** \$ 6,079.00

All fields must be completed.

zero is an acceptable answer.

Must agree to the award amount.

Is this required by your local government?

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

Budget	Amount
Contractual	0
Construction	0
Supplies	3979
Equipment	100
Other	0
Travel	0
Personnel	2000
Fringe	0
Total	6,079.00

Written description of planned expenditures:

We will use the grant money to purchase webcams, paper, ink, stamps, envelopes, and other supplies needed to print and disseminate information to the public or to Medicare beneficiaries. We will also purchase items needed to organize the SHIP materials such as binders, folders, bins, and so forth. We will purchase items such as memo pads, sticky notes, and other office supplies needed to carry out counseling duties. We may also need to purchase items such as hand sanitizer, face masks, and sanitizer wipes or cleaner as needed to protect counselors or clients.

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

1. Drug-Free Work-Place

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

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

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

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

2. Lobbying

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

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

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

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

3. Debarment, Suspension and Other Responsibility Matters

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

(a) Primary Covered Transactions

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

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

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

(b) Lower Tier Covered Transactions

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

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

(1) The prospective lower tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Authorized Certifying Official	Title
Subrecipient Name	Date Submitted

All Participants: Enter any necessary notes throughout the process in the comments box below.
Comments are not part of the contract.
Please do not enter anything below as it will only restart the process. Thank you.

Please do not enter anything here as it will only restart the process. Thank you.

AGENDA ITEM 8:

EMERGENCY SERVICES MATTERS

A. Communications Tower Engineering Request

MANAGER'S COMMENTS:

Mr. Holt, Emergency Services Director, will request the Commissioners approve engineering services for \$30,000 which includes the Rich Mountain and the Communication Center towers. Adequate funds have been budgeted to cover the expense and is part of the emergency communications upgrade plan.

Board approval is requested.



Watauga County Emergency Services

184 Hodges Gap Rd, Suite D
Boone, NC 28607
Phone 828-264-4235
Fax 828-265-7617



Fire Marshal ♦ Emergency Management ♦ Communications

November 10, 2020

To: Board of Commissioners

CC: Deron Geouque, County Manager
Misty Watson, Finance Director
Anita Fogle, Clerk to the Board

Subject: Communications Tower Engineering

Board of Commissioners,

Please consider my request for \$30,000 for the mapping, inspection, and structural analysis of our radio towers at the communications center and on Rich Mountain. These services are necessary to fully understand the capacity and condition of the towers as we change the structural loading of the towers. Finally, and likely most importantly, we have no previous record of either tower ever being inspected which is needed for insurance purposes along with knowing if there are defects which need to be corrected before moving forward with any additional retrofits. The cost of these services has been budgeted in the overall radio infrastructure plan.

Respectfully,

Will Holt
ES Director



November 2, 2020

William Holt
Emergency Services Director
Watauga County
184 Hodges Gap Road
Boone, NC 28607

121520 BCC Meeting
Proposal
Watauga County
Communications Center Tower
ETS #: 20xxxx
November 2, 2020
Revision 0

Subject: **Watauga County
Communications Center Tower**

Mr. Holt:

ETS can perform the requested services for the following fee:

Item	Price	Scope
Tower Mapping	\$1,500.00	Complete tower mapping of all tower components and tower geometry.
Appurtenance Mapping	\$1,500.00	Complete mapping of all tower appurtenances.
TIA Inspection	\$1,750.00	Maintenance and Condition Assessment per TIA-222-H.
Mobilization - West Zone	\$750.00	Crew Mobilization
Structural Analysis	\$1,500.00	Structural Analysis per TIA-222-H.
Geotechnical Investigation	\$3,500.00	If original tower design geotechnical investigation is available, then this item will not be needed.
Geo: addition of rock coring or deep foundation	\$1,500.00	Required due to soils in the region.
Foundation mapping	\$3,000.00	If original tower design foundation drawings are available, then this item will not be needed.
Lump Sum	\$15,000	

Please feel free to call or email with any questions or concerns. Thank you for the opportunity.

Best Regards,

J. Eric Dickerson, E.I., CWI, GC
Vice President
Engineered Tower Solutions, PLLC
919.280.4191 - Mobile
eric.dickerson@ets-pll.com

Proposal Accepted by: _____ Date: _____



November 2, 2020

William Holt
Emergency Services Director
Watauga County
184 Hodges Gap Road
Boone, NC 28607

Subject: **Watuaga County
Rich Mountain Tower**

Mr. Holt:

ETS can perform the requested services for the following fee:

Item	Price	Scope
Tower Mapping	\$1,500.00	Complete tower mapping of all tower components and tower geometry.
Appurtenance Mapping	\$1,500.00	Complete mapping of all tower appurtenances.
TIA Inspection	\$1,750.00	Maintenance and Condition Assessment per TIA-222-H.
Mobilization - West Zone	\$750.00	Crew Mobilization
Structural Analysis	\$1,500.00	Structural Analysis per TIA-222-H.
Geotechnical Investigation	\$3,500.00	If original tower design geotechnical investigation is available, then this item will not be needed.
Geo: addition of rock coring or deep foundation	\$1,500.00	Required due to soils in the region.
Foundation mapping	\$3,000.00	If original tower design foundation drawings are available, then this item will not be needed.
Lump Sum	\$15,000	

Please feel free to call or email with any questions or concerns. Thank you for the opportunity.

Best Regards,

J. Eric Dickerson, E.I., CWI, GC
Vice President
Engineered Tower Solutions, PLLC
919.280.4191 - Mobile
eric.dickerson@ets-pllc.com

Proposal Accepted by: _____ Date: _____

AGENDA ITEM 8:

EMERGENCY SERVICES MATTERS

B. Request to Extend Due Diligence Period

MANAGER'S COMMENTS:

Mr. Holt will request the Commissioners extend the due diligence period for the Sampson Road property. The County is purchasing the property to construct an emergency communication tower. The reason for the extension is regulatory delays at the federal level. The property owner is amenable to the extension. The extension would add an additional six (6) months to the contract.

Board approval is required to authorize the extension of the due diligence period.



Watauga County Emergency Services

184 Hodges Gap Rd, Suite D
Boone, NC 28607
Phone 828-264-4235
Fax 828-265-7617



Fire Marshal ♦ Emergency Management ♦ Communications

December 9, 2020

To: Board of Commissioners

CC: Deron Geouque, County Manager
Misty Watson, Finance Director
Anita Fogle, Clerk to the Board

Subject: Extension of Due Diligence Period

Board of Commissioners,

Please consider my request to extend the due diligence period as provided for in the offer to purchase for six months for the property on Sampson Road for the communications tower. This is due to processing delays at the Federal level with obtaining an FCC site number.

Respectfully,

Will Holt
ES Director



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

Watauga County, a North Carolina Corporate Body Politic of 814 West King Street, Room 205, Boone, NC 28607 ("Buyer"), and Carroll NC Properties, LLC, a North Carolina Limited Liability Company of P.O. Box 1549, Boone, NC 28607 ("Seller")

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": a 1.047 +/- acre tract located at 1463 Sampson Road, Watauga County, North Carolina, being tax parcel 2838-14-6956-000 as described at Book of Records 1828 at Page 53 of the Watauga County Register of Deeds Office (WCRD) and a 0.320 acre tract, being tax parcel 2838-15-507900 as described at Book of Records 1893 at Page 706 of the Watauga County Register of Deeds Office.

\$100,000.00 (b) "Purchase Price" shall mean the sum of One Hundred Thousand Dollars, payable on the following terms:

\$ 10,000.00 (i) "Earnest Money" shall mean Ten Thousand Dollars

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with Finance Director of Watauga County ("Escrow Agent"), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

\$ 90,000.00 (v) "Cash, balance of Purchase Price", at Closing in the amount of Ninety Thousand Dollars.

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before one month after the completion of the Examination Period.

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on the date which is six (6) months after the Contract Date. The Buyer may extend the Examination Period for an additional six (6) months at the end of the initial six (6) month Examination Period at no additional charge

(f) "Broker(s)" shall mean: None

(g) "Seller's Notice Address" shall be as follows: 1640 Old 421 South, Boone, NC 28607 email address: _____ telephone: 264-2571 except as same may be changed pursuant to Section 12.

(h) "Buyer's Notice Address" shall be as follows:

Buyer Initials [Signature] Seller Initials S.C.

814 West King Street, Boone, NC email address: Deron.Geouque@watgov.org telephone: 828-265-8000

except as same may be changed pursuant to Section 12.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement.

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey marketable fee simple and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

Buyer Initials  _____ Seller Initials SGC _____

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property. This shall include on-site soil testing, surveying and any other tests to obtain approval for the construction and operation of a communications tower to be operated by the Buyer or its assigns, including, but not limited to the State of North Carolina. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases:

Seller affirmatively represents and warrants that there are no Leases affecting the Property.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach. Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save

Buyer Initials *JK* Seller Initials *JCF*

and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments.

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in

Buyer Initials Seller Initials

any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within twelve (12) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

BUYER:

SELLER:


Watauga County, a North Carolina Corporate Body Politic

Carroll NC Properties, LLC, a North Carolina Limited Liability Company

By: 
John Welch, Chair of the Watauga County Board of County Commissioners

By: 
Sterling C. Carroll, Manager

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Buyer Initials  Seller Initials SCC

Misty Watson

Misty Watson, Finance Director, Watauga County

Date: 5-28-20

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

5-28-20 *Misty Watson*
Date Finance Director

Buyer Initials *(initials)* Seller Initials *SCC*

AGENDA ITEM 9:**BID AWARDS FOR COMMUNITY RECREATION CENTER OUTDOOR FACILITIES****MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will present bids for fencing, paving, color coating, striping and equipment for the new basketball, pickleball, and tennis courts. Staff recommends the low bidders McCall Fencing for fencing, Tri County Paving for asphalt paving, and Triangle Fence for color coating, striping and equipment in the amounts of \$50,730, \$104,298.99, and \$58,250, respectively.

Board action is required to award the bids to McCall Fencing in the amount of \$50,730 for fencing, Tri County Paving in the amount of \$104,298.99 for asphalt paving, and Triangle Fence in the amount of \$58,250.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director *RM*

DATE: December 10, 2020

RE: Bid Award Requests for Watauga Tennis Complex

The Maintenance Department recently solicited bids for paving, fencing and color coating/stripping the new tennis, pickle ball and basketball courts.

FENCING BID SUMMARY		
<u>BIDDER</u>	<u>CONTACT</u>	<u>AMOUNT</u>
Allison Fence Co., Inc.	Wes Langston	\$97,345
Baseline Sports, Knoxville, TN	David Clapp	\$89,867
Triangle Fence, Rhonda, NC	Eric Redding	\$59,988
McCall Fencing, Gray, TN	Dennis Day	\$50,730
S&S Fence and Tennis Court Builders, Hendersonville, NC		*See note

Staff recommends the bid be awarded to the low bidder, McCall Fencing, Inc., in the amount of \$50,730

ASPHALT PAVING BID SUMMARY			
<u>BIDDER</u>	<u>CONTACT</u>	<u>UNIT PRICE FOR GRAVEL/TON</u>	<u>ASPHALT PAVEMENT</u>
Tri County West Jefferson, NC	Patricia Jordan	\$27	\$104,298.99
Shatley Investments West Jefferson, NC	Christopher Young	\$28.90	\$108,290
Baseline Sports Knoxville, TN	David Clapp	\$33.00	\$130,373

Staff recommends the low bidder, Tri County Paving, in the amount of \$104,298.99.

COLOR COATING, STRIPING AND EQUIPMENT BID SUMMARY		
<u>BIDDER</u>	<u>CONTACT</u>	<u>AMOUNT</u>
Triangle Fence, Rhonda, NC	Eric Redding	\$58,250
Baseline Sports, Knoxville, TN	David Clapp	\$66,000
S&S Fence and Tennis Court Builders, Hendersonville, NC		*See note

*S&S submitted one bid of \$117,174.00 for fencing, color coating, striping and equipment. Awarding the bid as recommended totals (fence) McCall \$50,730 + (color coating, etc.) Triangle \$58,250 = \$108,980.

Staff recommends the low bidder, Triangle Fence, in the amount of \$58,250.

AGENDA ITEM 10:

PROPOSED OPENING PLAN FOR COMMUNITY RECREATION CENTER

MANAGER'S COMMENTS:

Per Commissioner direction, staff has prepared an opening plan for the new Community Recreation Center. The plan provides three (3) options for the Board's consideration. Option 1 is to open the facility only for the Watauga High School Swim Team. Option 2 is opening the facility for the WHS Swim Team and the general public. Option 3 would keep the facility closed until COVID 19 restrictions are lifted to allow for 50% capacity or higher of the facility.

Staff seeks Board direction.



WATAUGA COUNTY

OFFICE OF THE
COUNTY MANAGER

Administration Building, Suite 205 – 814 West King Street – Boone, NC 28607 – (828) 265-8000
TDD 1-800-735-2962 – Voice 1-800-735-8262 – FAX (828) 264-3230

MEMORANDUM

TO: Board of Commissioners

FROM: Deron Geouque
County Manager

SUBJECT: Community Recreation Center Discussion

DATE: November 3, 2020

Per Commissioner request, staff has developed three (3) options for consideration regarding the opening of the community recreation center.

	Date of Opening	Restrictions	Staff	Hours of Operation	Expense	Revenue
Option 1 Watauga High School Swim Team Only	12/1/2020	Current COVID-19 Restrictions and NCHSAA Guidelines and Protocols	4 Guards Nov. 30 To Jan. 30, 2021	<u>M-F</u> 8:00 AM 5:00 PM	\$27,321	\$0
Option 2 Open at 30% Capacity	1/18/2021	Current COVID-19 Restrictions per the Governor's Executive Order and NCDHHS Guidance	January To June 2021 Staffing Costs	<u>M-W-F</u> 6:00 AM 8:00 PM <u>T-TH-Sat</u> 8:00 AM 8:00 PM <u>Sun</u> 12 noon 5:00 PM	\$187,000	30% of Budgeted Amount or \$63,000
Option 3 Open at 50% Capacity	TBD	COVID-19 Restrictions per the Governor's Executive Order and NCDHHS Guidance	April To June 2021 Staffing Costs	<u>M-W-F</u> 6:00 AM 8:00 PM <u>T-TH-Sat</u> 8:00 AM 8:00 PM <u>Sun</u> 12 noon 5:00 PM	\$102,000	50% of Budgeted Amount or \$52,500

Option 1

Facility opens to the Watauga High School Swim Team **only** on December 1, 2020 Monday, Tuesday, Thursday, Friday 3:30 PM to 5:00 PM and Wednesday from 3:00 PM to 5:00 PM. Two (2) lifeguards and one (1) custodial position would be necessary to cover the swim practice. No county testing/screening will be conducted. Coaches are required to follow NCHSAA guidelines and protocols to ensure athletes' safety. County would require athletes to sign COVID19 waiver. No other programs offered. Locker rooms closed and family changing rooms utilized. The facility would operate from 8:00 AM to 5:00 PM. Estimated cost is \$27,321. Zero revenues received.

Option 2

Facility opens to the Watauga High School Swim Team and public under the current COVID19 restrictions limiting capacity to thirty percent (30%). Facility would open to Swim Team on December 1, 2020 and the rest of the facility would open on January 18, 2021, approximately two (2) months from notice to open to hire & train facility staff. Occupancy based on percentages established through the Health Department and NCDHHS guidelines. Locker rooms closed. List of modified programs included in the opening plan. No childcare service provided. Limited access with the potential for patrons to be turned away due to capacity levels. Estimated cost is \$187,000 based on six (6) months of operations. \$63,000 in revenues based on thirty percent (30%) of budgeted revenues for a six-month period.

Option 3

Facility opens to the Watauga High School Swim Team on December 1, 2020 and remains closed to the public until COVID19 restrictions are lifted to allow for at least fifty percent (50%) or higher capacity. Require approximately two (2) months from notice to open at higher capacity to hire & train facility staff. Occupancy based on percentages established through the Health Department and NCDHHS guidelines. Locker rooms closed. List of modified programs included in the opening plan. No childcare service provided. Increased access for patrons reducing the potential to be turned away due to capacity. Estimated cost is \$102,000 based on three (3) months of operations. \$52,500 in revenues based on fifty percent (50%) of budgeted revenues for a three-month period.

Summary

Options 2 and 3 are subject to change based on more or less COVID19 restrictions being imposed or reduced. The initial plan for opening the facility would occur once COVID19 restrictions allowed for fifty percent (50%) occupancy. The reason for opening the facility at 50% capacity was threefold. First, the County wanted to review and monitor other facilities and the impact COVID19 restrictions were having on their operations since this is a new facility with no operational history to base projections. Second, patrons being turned away due to capacity levels. Third, the prospect to reach projected budgeted revenues was higher.

There are slight differences in the operational costs to open the facility at 30% and 50% capacity. One major factor is the amount of months the facility will be open at 30% or 50% capacity. Right now, we know the amount of months at 30% but 50% is unknown until restrictions are lifted to allow for the higher capacity. In addition, due to the delayed opening, the 30% and 50% capacities are more manageable from a budgetary perspective.

Staff has provided the best conservative estimates on revenues possible with no historical data. However, should revenues not be met, staff would reduce programming and utilize contingency funds to cover any shortfall. All options have been discussed and reviewed with the Health Department and adhere to NCDHHS guidelines. Staff recommends that if the facility is open to the High School Swim that the rest of the facility be open as well.

Staff seeks direction from the Board.

Watauga Community Recreation Center

121520 BCC Meeting



Opening Plan for 2020/21



WATAUGA COMMUNITY RECREATION CENTER OPENING

(Tentative) Monday, January 18th, 2021

What Will Open:

- ◆ Aquatic Center
- ◆ Weight Room
- ◆ Cardio Equipment
- ◆ Fitness Classes
- ◆ Open Gym Sports
- ◆ Youth Clinics
- ◆ Adult Indoor Sports
- ◆ Holiday Programs
- ◆ Senior Art Classes
- ◆ Home School Classes

Our COVID-19 Commitment

Watauga County is dedicated to providing a safe and socially aware environment for all members & visitors to the WCRC. Your patience & understanding as we have navigated through this process is appreciated. Our staff is committed to following & adhering to CDC, NC Department of Health & Human Services, the governor, and local governance guidance for your protection & comfort.

WCRC Hours

Monday, Wednesday, Friday	6 a.m.—8 p.m.
Tuesday, Thursday, Saturday	8 a.m.—8 p.m.
Sunday	12 noon—5 p.m.

Pre-Opening Tours

We will begin offering facility tours prior to our Grand Opening. Sign up [HERE](#) to reserve your space.

Membership & Daily Fee Schedule

Please click [here](#) to visit our website for membership fees, as well as program information. We are excited to welcome you to the Watauga Community Recreation Center.

Visitor's Guide

- ◆ Sign COVID-19 and facility liability waiver
- ◆ Maintain 6 feet distance between other members
- ◆ Respect capacity limitations
- ◆ Wipe down equipment before and after use
- ◆ Scan in & out of the facility during each visit
- ◆ Wear a mask when not engaged in physical activity
- ◆ Come "workout" ready

231 Complex Drive, Boone, NC

828.264.9511



WATAUGA COMMUNITY RECREATION CENTER OPENING

COVID-19 PROCEDURES & PROTOCOLS

Watauga County Parks & Recreation has developed these policies, procedures, and protocol based upon recommendations from the NCDHHS, the CDC, as well as state and local government.

General Program Information

Hours of Operation

Mon/Wed/Fri	6 am – 8 pm
Tue/Thur/Sat	8 am – 8 pm
Sunday	12 pm – 5 pm

General Facility Procedures & Protocol

- If you are running a fever at or above 100.4 and/or have any onset COVID-like or flu-like symptoms, please stay home.
- Dress appropriately before you arrive. We are promoting a "workout ready" environment.
- Please bring your personal items, towel, water bottle, membership ID card and your face covering. Cloth face coverings should be worn at gyms, exercises facilities and fitness facilities, at all times except when strenuously exercising.
- For the safety of members and staff some amenities will be limited or suspended.
- We are unable to offer childcare for members at this time.
- Expect reduced capacity. To ensure proper social distancing, all classes and areas will have a limited capacity.
- Because of reduced capacity, if you wish to participate in a fitness class, you must reserve a slot for the time and class. If you do not notify WCP&R within 24 hours and are a "no show," there will be a \$10 fee. Your membership will be suspended until the fee is paid.
- Use of the Fitness Area and Walking Track are on a first come first serve basis, dependent on the percentage allowed under the NCDHHS guidelines.
- Bring a filled water bottle. Water fountains will not be available for use.

When you arrive at the WCRC

- Use the main entrance to enter and exit. Use appropriately marked doors. Members are counted as they enter and leave the facility to ensure we do not exceed the Emergency Maximum Capacity number.
- Members and Daily Guests are to scan/sign in and out as they leave daily in order to effectively track and trace as needed.
- Please sanitize hands before entering the facility. Several hand sanitizing stations are available throughout the building. Please wash and sanitize hands frequently.
- All members and staff unwilling to comply to the COVID transmission prevention measures will be asked to leave.
- All areas adapted to provide appropriate social distancing.
- With the provided cleaning supplies, please wipe down all equipment, weights, mats, etc. before and after use.
- Follow the physical distancing requirements by keeping at least six feet away from others whenever possible.
- Abide by all additional signage.



WATAUGA COMMUNITY RECREATION CENTER OPENING

COVID-19 PROCEDURES & PROTOCOLS

Facility Set-Up

- Facility capacity is governed by 30% Emergency Maximum Occupancy using 30% of stated fire capacity in addition to limiting the number of people in any given room of the facility so that everyone can stay 6 feet apart.
- GROUP FITNESS CLASSES- are on a pre-registration basis. Visit our website to review the available class options and times at wataugacounty.org.
- OPEN GYM ATHLETICS— will open based on percentage and distancing requirements.
- BASKETBALL-- is not recommended at this time per the North Carolina Department of Health and Human Resources (NCDHHS).
- WALKING TRACK— is open with social distancing requirements.
- THE FITNESS ROOM— is open with social distancing requirements.
- AQUATIC FACILITY—is open with percentage and distancing requirements. Locker rooms and showers available to aquatic guests only at this time.
- No water fountains available throughout the facility.
- Lounge areas including chairs and tables will be removed.
- Any alterations to group sizes or quantities will be governed by NC Executive orders, the CDC and NCDHHS.

Sanitation Guidelines

- Sanitization is the first line of defense to avoid the spread of germs. A sanitizing solution as recommended by CDC will be mixed and provided for sanitation.
- Cloth face coverings should be worn by members and staff over both the nose and mouth except during strenuous exercise.
- Frequent use of hand washing and hand sanitizing is recommended.
- Provide alcohol-based hand sanitizer (with at least 60% alcohol) at the entrance, and any other high traffic areas throughout the fitness center or gym as needed.
- Perform ongoing and routine environmental cleaning and disinfection of high-touch areas handles, sink handles, railings, keyboards, light switches, tables, game controllers and other high touch areas will be sanitized with an approved sanitizing solution per CDC guidelines and recommendations.
- Members must disinfect all shared fitness equipment prior to and at the conclusion of its use.
- Sanitation and facility cleanings will follow guidelines and recommendations set by CDC and the NCDHHS. Any other items not listed should be sanitized appropriately based on need.

On Site Sickness Procedure

- Signage will be posted at the main entrance requesting that people Do Not Enter if they've been symptomatic with fever and/or cough.
- Members who show COVID-like or flu-like symptoms while at the WCRC, will be immediately separated and asked to leave.
- Any symptomatic employee or member should wear masks until leaving the facility. Cleaning and disinfecting procedures will be implemented hitting high-touch areas they may have come in contact with, e.g., doors, doorknobs, rails, lockers, dressing areas, front counter.



Aquatics Plan

Opening Recommendations for Aquatics

Programs and Spaces available to members that this time:

- Lap Swimming One person per lane (Lane Reservation Required)
- Lap Swimming (Watauga County Swim team, two swimmers per lane per state guidelines)
- Lap Swimming (Watauga County High School, two swimmers per lane per state guidelines)
- Water fitness classes (Class sizes will be limited to 25 people)
- Locker rooms will be open only to pool users alone.

Temporary unavailable aquatics programs:

- Swim birthday parties
- Group child swim lessons will be slatted for the beginning of 2021
- (Public Swim in Rec pool and Lap pool) Not be offered until we move to at least 50%.
 Currently at 30% (26 people) Not cost effect and negative customer experience.
 50% is approximately (44 people) for recreation pool.

Cleaning tasks:

During the day lifeguards will wipe down high touch points in aquatic spaces,

Clean office areas as they use for meals.

Good to know facts:

Check-in and Check out will be completed at the front desk.

Lap swimmer will only enter pool from shallow end useless coaching

Parents of swim team members will be required to wait outside unless they are walking in to drop off.

Equipment will be not available for lap swim or water fitness classes.

Staffing:

All aquatic staff will be wearing mask when working with the public.

Each lifeguard will be provided their own rescue mask.

Recue tubes will be cleaned after each use.

Subject to Change:

Center hours:

M/W/F 6-8

T/TH/SAT 8-8

SUN: 12-6

Lap Pool hours:

M/W/F: 6:30-7:30

T/TH/SAT: 11-7:30

SUN: 12-5:30

Recreation Pool hours

M-TH: 10-1 5-7

FRI: 10-1, 5-7

SAT: 10-11,

SUN: closed



Athletics Plan

ATHLETICS

Programs that will be provided upon opening at 30% occupancy

Open Gym Pickleball (Year round - currently operating at OCCG)

- Limit to 8 participants per gym, with a maximum of 4 people waiting
- No Spectators
- Ball provided and sanitized between matches
- Other than balls, no sharing of equipment
- Hand sanitizer and sanitizing wipes provided
- Pre-registration recommended
- Program covered in membership fee

Open Gym Volleyball (Year round - SUSPENDED)

- Limit to 8 participants per court, with a maximum of 4 people waiting
- No Spectators
- Ball provided and sanitized between matches
- Hand sanitizer and sanitizing wipes provided
- Pre-registration recommended
- Program covered in membership fee

Open Gym Basketball (Year round - SUSPENDED)

- Limit to 6 participants per gym, with a maximum of 4 people waiting
- No Spectators
- Shooting, "Horse type games" - no contact games
- No scrimmage games allowed
- Participants must provide their own ball and no sharing
- Hand sanitizer and sanitizing wipes provided
- Pre-registration recommended
- Program covered in membership fee

Pickleball League (Year round - SUSPENDED)

- No Spectators
- Ball provided and sanitized between matches
- Other than balls, no sharing of equipment
- Hand sanitizer and sanitizing wipes provided

Beginners Pickleball (Year round - SUSPENDED)

- No Spectators
- Ball provided and sanitized between matches
- Other than balls, no sharing of equipment
- Hand sanitizer and sanitizing wipes provided

Fall & Winter programs currently being offered

Youth Soccer (August - October)

- Shortened Season - 8 games
- Ball provided and sanitized between games
- Hand sanitizer and sanitizing wipes provided
- Limit spectators to immediate household for games
- 60 minutes games scheduled 90 minutes apart to social distance teams/spectators
- Sanitize players before the game, between quarters and upon substitution
- Sanitize the ball before the game, at quarters and halves, and at timeouts.
- No sharing fields for practices
- Small teams when able
- Teams formed by school attended
- Coaches and spectators encouraged to wear face covers in accordance with NC Governors Orders
- Limit one parent inside during practices. Siblings not allowed in practices
- Teams/spectators not allowed on the field until 15 min prior to game time
- Only rostered players and up to 3 adult coaches allowed on team bench
- Participants, coaches and spectators should self monitor prior to attending games.
- No team snacks
- No handshakes/high fives, team meetings or gatherings following the game.

Men's Softball (August - October)

- Shortened Season - 8 games
- Limit the number of teams per league
- Teams supply their own balls & WCPR supply wipes to sanitize between innings
- Hand sanitizer and sanitizing wipes provided in each dugout
- 60 minutes games scheduled 90 minutes apart to social distance teams/spectators
- Coaches and spectators encouraged to wear face covers in accordance with NC Governors Orders
- Teams/spectators not allowed to the field until 15 min prior to game time
- Participants, coaches and spectators should self monitor prior to attending games.
- No handshakes/high fives, team meetings or gatherings following the game.

Co-ed Softball (August - October)

- Shortened Season - 8 games
- Limit the number of teams per league
- Teams supply their own balls & WCPR supply wipes to sanitize between innings
- Hand sanitizer and sanitizing wipes provided in each dugout
- Coaches and spectators encouraged to wear face covers in accordance with NC Governors Orders

Teams/spectators not allowed to the field until 15 min prior to game time
 Participants, coaches and spectators should self monitor prior to attending games.
 No handshakes/high fives, team meetings or gatherings following the game.

Co-ed Volleyball (October - November)

Shortened Season - 8 games
 Limit the number of teams per league
 Ball provided and sanitized between games
 Hand sanitizer and sanitizing wipes provided
 Limit to the number of spectators per participant
 60 minutes games scheduled 90 minutes apart to social distance teams/spectators
 Coaches and spectators encouraged to wear face covers in accordance with NC Governors Orders
 Teams/spectators not allowed inside the gym until 15 min prior to game time
 Participants, coaches and spectators should self monitor prior to attending games.
 No handshakes/high fives, team meetings or gatherings following the game.
 Waiver and sign-in sheet for spectators
 Limit to 30% occupancy for spectators = 98 people (minimum)

Winter programs that may be offered, based on NFHS Guidelines and local and state government & health officials guidelines.

Junior Hornets Girls Basketball (October - mid December - POSTPONED)

Shortened Season - 8 games
 Must be able to use school gyms for practices
 Ball provided and sanitized between games
 Hand sanitizer and sanitizing wipes provided
 Limit spectators to immediate household for games
 60 minutes games scheduled 90 minutes apart to social distance teams/spectators
 Sanitize players before the game, between quarters and upon substitution
 Sanitize the ball before the game, at quarters and halves, and at timeouts.
 No sharing gyms for practices
 Small teams when able (limit to 8 per team)
 Teams formed by school attended
 Coaches and spectators encouraged to wear face covers in accordance with NC Governors Orders
 Limit one parent inside during practices. Siblings not allowed in practices
 Teams/spectators not allowed inside the gym until 15 min prior to game time
 Only rostered players and up to 3 adult coaches allowed on team bench
 Participants, coaches and spectators should self monitor prior to attending games.
 No team snacks

No handshakes/high fives, team meetings or gatherings following the game.

Waiver and sign-in sheet for spectators

Limit to 30% occupancy for spectators = 98 people (minimum)

Junior Hornets Boys Basketball (December - early March - POSTPONED)

Shortened Season - 8 games

Must be able to use school gyms for practices

Ball provided and sanitized between games

Hand sanitizer and sanitizing wipes provided

Limit spectators to immediate household for games

60 minutes games scheduled 90 minutes apart to social distance teams/spectators

Sanitize players before the game, between quarters and upon substitution

Sanitize the ball before the game, at quarters and halves, and at timeouts.

No sharing gyms for practices

Small teams when able (limit to 8 per team)

Teams formed by school attended

Coaches and spectators encouraged to wear face covers in accordance with NC Governors Orders

Limit one parent inside during practices. Siblings not allowed in practices

Teams/spectators not allowed inside the gym until 15 min prior to game time

Only rostered players and up to 3 adult coaches allowed on team bench

Participants, coaches and spectators should self monitor prior to attending games.

No team snacks

No handshakes/high fives, team meetings or gatherings following the game.

Waiver and sign-in sheet for spectators

Limit to 30% occupancy for spectators = 98 people (minimum)

7th/8th Grade Basketball (December - early March - POSTPONED)

Shortened Season - 8 games

Must be able to use school gyms for practices

Ball provided and sanitized between games

Hand sanitizer and sanitizing wipes provided

Limit spectators to immediate household for games

60 minutes games scheduled 90 minutes apart to social distance teams/spectators

Sanitize players before the game, between quarters and upon substitution

Sanitize the ball before the game, at quarters and halves, and at timeouts.

No sharing gyms for practices

Small teams when able (limit to 8 per team)

Teams formed by school attended

Coaches and spectators encouraged to wear face covers in accordance with NC Governors Orders

Limit one parent inside during practices. Siblings not allowed in practices

Teams/spectators not allowed inside the gym until 15 min prior to game time
 Only rostered players and up to 3 adult coaches allowed on team bench
 Participants, coaches and spectators should self monitor prior to attending games.
 No team snacks
 No handshakes/high fives, team meetings or gatherings following the game.
 Waiver and sign-in sheet for spectators
 Limit to 30% occupancy for spectators = 98 people (minimum)

9th-10th Grade Basketball (December - early March - POSTPONED)

Shortened Season - 8 games
 Must be able to use school gyms for practices
 Ball provided and sanitized between games
 Hand sanitizer and sanitizing wipes provided
 Limit spectators to immediate household for games
 60 minutes games scheduled 90 minutes apart to social distance teams/spectators
 Sanitize players before the game, between quarters and upon substitution
 Sanitize the ball before the game, at quarters and halves, and at timeouts.
 No sharing gyms for practices
 Small teams when able (limit to 8 per team)
 Teams formed by school attended
 Coaches and spectators encouraged to wear face covers in accordance with NC Governors Orders
 Limit one parent inside during practices. Siblings not allowed in practices
 Teams/spectators not allowed inside the gym until 15 min prior to game time
 Only rostered players and up to 3 adult coaches allowed on team bench
 Participants, coaches and spectators should self monitor prior to attending games.
 No team snacks
 No handshakes/high fives, team meetings or gatherings following the game.
 Waiver and sign-in sheet for spectators
 Limit to 30% occupancy for spectators = 98 people (minimum)

Men's Basketball (November - early February - POSTPONED)

Shortened Season - 8 games
 Limit the number of teams per league
 Ball provided and sanitized between games
 Hand sanitizer and sanitizing wipes provided
 Limit to the number of spectators per participant
 60 minutes games scheduled 90 minutes apart to social distance teams/spectators
 Coaches and spectators encouraged to wear face covers in accordance with NC Governors Orders
 Teams/spectators not allowed inside the gym until 15 min prior to game time
 Participants, coaches and spectators should self monitor prior to attending games.

No handshakes/high fives, team meetings or gatherings following the game.

Waiver and sign-in sheet for spectators

Limit to 30% occupancy for spectators = 98 people (minimum)

Women's Volleyball (January - mid-March)

Shortened Season - 8 games

Limit the number of teams per league

Ball provided and sanitized between games

Hand sanitizer and sanitizing wipes provided

Limit to the number of spectators per participant

60 minutes games scheduled 90 minutes apart to social distance teams/spectators

Coaches and spectators encouraged to wear face covers in accordance with NC Governors Orders

Teams/spectators not allowed inside the gym until 15 min prior to game time

Participants, coaches and spectators should self monitor prior to attending games.

No handshakes/high fives, team meetings or gatherings following the game.

Waiver and sign-in sheet for spectators

Limit to 30% occupancy for spectators = 98 people (minimum)

Men's Volleyball (January - mid-March)

Shortened Season - 8 games

Limit the number of teams per league

Ball provided and sanitized between games

Hand sanitizer and sanitizing wipes provided

Limit to the number of spectators per participant

60 minutes games scheduled 90 minutes apart to social distance teams/spectators

Coaches and spectators encouraged to wear face covers in accordance with NC Governors Orders

Teams/spectators not allowed inside the gym until 15 min prior to game time

Participants, coaches and spectators should self monitor prior to attending games.

No handshakes/high fives, team meetings or gatherings following the game.

Waiver and sign-in sheet for spectators

Limit to 30% occupancy for spectators = 98 people (minimum)

Youth Volleyball (February - considering a December program)

Short season with 6 games and 2 weeks of preseason practices

All practices and games at OCCG or WCRC

Ball provided and sanitized between games

Hand sanitizer and sanitizing wipes provided

Limit spectators to immediate household for games

45 minutes games scheduled 75 minutes apart to social distance teams/spectators

Sanitize players before the game and upon substitution

Sanitize the ball before the game and at timeouts.
 No sharing gyms for practices
 Small teams when able (limit to 8 per team)
 Teams formed by school attended
 Coaches and spectators encouraged to wear face covers in accordance with NC Governors Orders
 Limit one parent inside during practices. Siblings not allowed in practices
 Teams/spectators not allowed inside the gym until 15 min prior to game time
 Only rostered players and up to 3 adult coaches allowed on team bench
 Participants, coaches and spectators should self monitor prior to attending games.
 No team snacks
 No handshakes/high fives, team meetings or gatherings following the game.
 Waiver and sign-in sheet for spectators
 Limit to 30% occupancy for spectators = 98 people (minimum)

Youth Basketball Clinics (November - December)

Clinic based with scrimmage games
 Wash pennies between clinics and don't share during session
 One ball per person during drills
 Limit drills that require sharing a ball or close contact
 Limit 1 guardian inside during clinics; no siblings
 Sanitize balls regularly during the clinic
 Wet wipes and sanitizer available
 Waiver and sign-in sheet for spectators
 Limit to 30% occupancy for spectators = 98 people (minimum)

Youth Pickleball (Postponed)

Clinic based - 3/4 instruction, 1/4 matches
 4 to 6 week season, 2 times per week
 Limited number of participants
 Limit to 1 guardian for clinics
 Limit spectators to immediate household for matches
 Wet wipes and sanitizer available
 Sanitize paddles and balls regularly
 Waiver and sign-in sheet for spectators
 Limit to 30% occupancy for spectators = 98 people (minimum)

Afterschool Athletics (During school year - POSTPONED)

Clinic Based
 Limit the number of participants based on occupancy and indoor restrictions
 Wait until school is back in full session and center is open

Offer low contact athletic programs including pickleball, aerobics, running, volleyball
No spectators

Evening Program
Day and Evening
Daytime Program



Fitness Plan

Fitness Classes/Instructor	30%	50%	Items Needed
Patron Information	<p>Inform patrons of reservation protocol and that they are to come dressed to workout, bringing their own water bottle, mats, and anything else they require.</p> <p>Recommend Masks be worn unless they are doing strenuous exercise.</p>	<p>Inform patrons of reservation protocol and that they are to come dressed to workout, bringing their own water bottle, mats, and anything else they require.</p> <p>Recommend Masks be worn unless they are doing strenuous exercise.</p>	
Check In/Out	<p>Check to make sure class has enough to be offered per 30% guidelines.</p> <p>Patrons sign in daily for class, time in and time out.</p> <p>Arrive 30 minutes prior to class start time.</p>	<p>Check to make sure class has enough to be offered per 50% guidelines.</p> <p>Patrons sign in daily for class, time in and time out.</p> <p>Arrive 30 minutes prior to class start time.</p>	
Procedures	<p>All patrons to remain at least 6 feet apart during program, no exceptions.</p> <p>Communicate with WCRC staff should exercise space require special markings, spacing of equipment, etc.</p> <p>Instructor to also remain at least 6 feet apart from the patrons at all times.</p> <p>When class ends, patrons are to not loiter and leave promptly.</p> <p>Instructor to clean the space as needed.</p>	<p>All patrons to remain at least 6 feet apart during program, no exceptions.</p> <p>Communicate with WCRC staff should exercise space require special markings, spacing of equipment, etc.</p> <p>Instructor to also remain at least 6 feet apart from the patrons at all times.</p> <p>When class ends, patrons are to not loiter and leave promptly.</p> <p>Instructor to clean the space as needed.</p>	To be determined per class and dependent on where class is held, gym v. multipurpose room.
Employees	<p>Recommend masks while dealing with public before and after class.</p> <p>If directed to quarantine by the health department, advise supervisor and follow medical personnel directions.</p>	<p>Recommend masks while dealing with public before and after class.</p> <p>If directed to quarantine by the health department, advise supervisor and follow medical personnel directions.</p>	Gloves, masks, hand sanitizer, wipes.



Front Desk Plan

Front Desk Operation	30%	50%	Items Needed
Equipment/supplies	Floor markers – social distancing Cleaning - front desk and commonly used equipment ie: pens, etc between patrons. Plexiglass shields at workstations. Supply hand sanitizer.	Floor markers – social distancing Cleaning - front desk and commonly used equipment ie: pens, etc between patrons. Plexiglass shields at workstations. Supply hand sanitizer.	Disinfectant wipes Hand sanitizer Workstation shields (have)
Check In/Out	Reduce congestion at front (one way in/one way out) Add check out station at front door in order to effectively keep track of number of patrons inside building.	Reduce congestion at front (one way in/one way out) Add check out station at front door in order to effectively keep track of number of patrons inside building.	Scanner, computer & table or workstation
Procedures	COVID precautions signage posted. All patrons and staff unwilling to comply with the posted COVID transmission prevention measures will be asked to leave. No one in facility without a purpose. No loitering etc! Implement pool, fitness, gym procedures as set by programmers.	COVID precautions signage posted. All patrons and staff unwilling to comply with the posted COVID transmission prevention measures will be asked to leave. No one in facility without a purpose. No loitering etc! Implement pool, fitness, gym procedures as set by programmers.	COVID signage
Childcare	Closed	Closed	
Employees	Recommend masks while dealing with public at front. Wear gloves when dealing directly with patrons or their personal items. Pre-check before scheduled to work. Be conscious of symptoms. If directed to quarantine by the health department, advise supervisor and follow medical personnel directions.	Recommend masks while dealing with public at front. Wear gloves when dealing directly with patrons or their personal items. Pre-check before scheduled to work. Be conscious of symptoms. If directed to quarantine by the health department, advise supervisor and follow medical personnel directions.	Masks and gloves for employees



Special Pops Plan

SPECIAL POPULATIONS PROGRAMMING FOR REMAINDER OF 2020

121520 BCC Meeting

PROGRAM	DATES/TIME	CAPACITY	C-19 RESTRICTIONS/CONCERNS/NEEDS	SAFE TO HOST?
<u>Home School PE</u> <i>1-hr session of age appropriate PE. Curriculum based upon age.</i>	Beginning @ WCRC Opening M, W @ 10 am	25/class meeting	Frequent sanitizing. Poly spots for social distancing. Individual supplies as needed. Masks recommended. COVID Supplies: Sanitizer, disinfectant wipes, poly spots Staff: 1FT + 1PT or 2PT	YES NOT HELD DUE TO CENTER NOT BEING OPEN FOR PROGRAMMING
<u>Home School Art</u> <i>1-hr session of age appropriate art. Curriculum based upon age.</i>	Beginning @ WCRC Opening W @ 11:15 am	25/class meeting	Frequent sanitizing. Poly spots for social distancing. Individual supplies as needed. Masks recommended. COVID Supplies: Sanitizer, disinfectant wipes, poly spots Staff: 1FT + 1PT OR 2PT	YES NOT HELD DUE TO CENTER NOT BEING OPEN FOR PROGRAMMING
<u>Senior Art & Activity Classes</u> <i>1-hr session of art and/or activity.</i>	Beginning @ WCRC Opening M, W @ 2 pm	10/activity meeting	No field trips at this time. Social distance and space participants out at tables, chairs. High risk population. Individual art supplies; disinfecting all common areas after session. Masks highly recommended. COVID Supplies: Sanitizer, disinfectant wipes, poly spots Staff: 1FT + 1 PT	YES NOT HELD DUE TO CENTER NOT BEING OPEN FOR PROGRAMMING
<u>Senior Prom</u> <i>2-hr program featuring music, food, dancing for sr population.</i>	November 19 5-7 pm • Friendsgiving Theme • App Ski Mtn Food • Self DJ	25 total	Serving food, dancing. Will it be too difficult to distance and clean areas? High risk population. Center open? \$150 for food & decorations \$10/person x 25 ppl = \$250 revenue Multi-purpose room Staff: 1FT + volunteers	YES NOT HELD DUE TO CENTER NOT BEING OPEN FOR PROGRAMMING.
<u>Trunk-or-Treat in the Parking Lot</u> <i>2 hr. Trunk-or-Treat in the parking lot. Pumpkin carving contest (pre-done)</i>	October 29 5-7 pm • Trunk-or-treat in parking lot • Prize for best trunk	60 cars spaced out in front lot of WCRC. Limit trick-or-treaters entering the lot to maintain social distancing.	Cars will be set at every other spot. Masks recommended for "trunkers." Will be over 50 ppl for outdoor gathering. Recommended? COVID Supplies: Hand sanitizer Prize(s) for best trunk and best pumpkin Staff: 1FT + 1PT + volunteers	YES? OFFERED & HELD WITH GREAT SUCCESS!
<u>Breakfast with Santa</u> <i>1-hr program featuring breakfast with Santa. Pictures, prizes, food, and music.</i>	December 5 8-11 am • Breakfast by ASM • Toy donations for Santa • Pictures for sale • Quick craft	20/session	Serve individual meals. Will Santa have to wear a mask? Disinfect common areas between sessions. \$240 for PT salaries & supplies \$10 x 60 ppl = \$600 Multi-purpose room/Lobby/Child care room Staff: 2FT + Santa	YES

SPECIAL POPULATIONS PROGRAMMING FOR REMAINDER OF 2020

PROGRAM	DATES/TIME	CAPACITY	C-19 RESTRICTIONS/CONCERNS	SAFE TO HOST?
<u>Parking Lot Christmas Parade</u> <ul style="list-style-type: none"> • Drive-thru only event • Families remain in cars • Parade exhibits set for viewing 	December 6th 5-7 pm	30 campers/day	<p>Cars will be set at every other spot. Masks recommended for display vehicles/people.</p> <p>Prize(s) for best exhibit & display</p> <p>Staff: FT/PT + volunteers</p>	YES
<u>Holiday Camp</u>	December 21, 22, 23, 29, 30 M-F 730-330	30 campers/day	<p>Frequent sanitizing. Poly spots for social distancing. Individual supplies as needed. Masks recommended.</p> <p>\$150 for food & decorations</p> <p>\$50/day x 30 campers x 5 days = \$7,500 revenue</p> <p>Multi-purpose room, gym, pool as available</p> <p>Staff: 1FT + 3 PT = \$2,000</p>	YES
<u>Special Olympics</u> <i>1-1.5-hr practice, clinic, fitness time for SO athletes, coaches, and volunteers.</i>	September-December TH 9-10 am	10 total/activity	<p>Per SONC, can begin on 9/8/20. No competition. Practices, clinics, and fitness only. Virtual meetings & activities. High risk population. Disinfect equipment during practice as needed. Center open?</p> <p>Staff: 1FT + volunteers</p>	<p>YES</p> <p>CURRENTLY RUNNING WITH SUCCESS. OUTDOORS ONLY.</p>
<u>Specialized Recreation Art & Activity Sessions</u> <i>1-hr program featuring art and/or healthy activities for specialized recreation clients.</i>	Beginning @ WCRC Opening TH 2-3 pm	10/activity meeting	<p>No field trips. Art & health classes only. Social distance & clean areas. High risk population. Individual supplies. Disinfect common areas after session. Center open?</p> <p>Staff: 1FT + volunteers</p>	<p>YES</p> <p>NOT HELD DUE TO CENTER NOT BEING OPEN FOR PROGRAMMING</p>

SPECIAL POPULATIONS PROGRAMMING: SUPPLEMENTAL CHILD CARE

PROGRAM	DATES/TIME	CAPACITY	C-19 RESTRICTIONS/CONCERNS	SAFE TO HOST?
<p><u>Supplemental Child Care</u> <i>10-hr childcare session to provide assistance to working parents. Afternoon start to allow for remote learning at home.</i></p> <p><u>Program Fee</u> <i>\$50/day</i> <i>Sign up through RecTrac</i></p> <p><u>Potential Revenue</u> <i>\$50 x 30 children = \$1,500</i></p> <p>WEEKLY REVENUE: \$1,500</p>	<p>Beginning @ WCRC Opening W 730-530</p>	<p>30 participants/ day</p>	<p>Frequent sanitizing. Poly spots for social distancing. Individual supplies as needed. Masks recommended. Follow childcare protocol as set by CDC, NCDHHS, state and local governance. COVID Supplies: Sanitizer, disinfectant wipes, poly spots</p> <p><u>Program Expenses</u> <u>Supplies</u> Art & food supplies = \$50/week</p> <p><u>Staff: 1FT + 3PT</u> \$10 x 3 employees x 10 hrs = \$300</p> <p>WEEKLY EXPENSE: \$350 (+ FT staff time)</p>	<p>YES</p> <p>NOT HELD DUE TO CENTER NOT BEING OPEN FOR PROGRAMMING</p>



Capacity Restrictions Percentages

WCRC Capacity Restrictions per State & Health Department Governance (as of 11/2/20)

AREA	OCC	SF	30%	50%
Track & Cardio	202	10,076	60	101
Spin Room	17	851	5	8
Fitness Area	119	5,904	35	59
Pool Spectator Seating*	266	950	31* CLOSED	>31
Competition Pool**	1-p/lane 2-ppl/lane ST	3,592	6 12	6 12
Leisure Pool***	62	3,060	26	35
Women's Locker Room	16	789	4 CLOSED	8
Men's Locker Room	17	737	5 CLOSED	8
Blue/Saltwater Room(s)	25/27	364/397	7/8	12/13
Portable Bleachers	25/set	—	7	12
Lobby Lounge	34	509	10	17
Child Care	24	359	8 CLOSED	12 CLOSED
Multipurpose Room	93	1,385	27	46

OCC and SF based on Clarknussen architectural drawings

* Based on Health Dept. note of 3.3%/100SF

** Based on NC Governor Pool Guidance

*** Based on NC Health Dept. Guidance

PROGRAM	MAX CAPACITY	REC CAPACITY	NCDHHS GUIDELINES
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Open Gym Pickleball	12p/gym court 8p waiting	8p/court 4p waiting 2 Dbls cts	<ul style="list-style-type: none"> • Low Risk • Ltd w/social distance
Open Gym Volleyball	12/gym court 6v6 @ 100%	4v4 @ 30% 5v5 @ 50%	<ul style="list-style-type: none"> • Moderate Risk • Ltd w/restrictions
Open Gym Basketball	10/gym court 10p waiting	3v3 @ 30% 4v4 @ 50%	<ul style="list-style-type: none"> • High Risk • Not Recommended
Fitness Classes	50p/gym court	15p @ 30% 24p @ 50%	<ul style="list-style-type: none"> • Maintain at least 6ft between members

OPEN GYM & OPEN FITNESS PROGRAMS GUIDELINES

- ◆ Hand sanitizing stations will be available.
- ◆ Masks recommended unless engaged in strenuous activity.
- ◆ Guests waiting to enter games will be seated on bleachers in marked spaces.
- ◆ Sports equipment will be sanitized to minimize potential viral spread.
- ◆ For Open Gym Sports activities, at least 2 gym courts will be available to allow for maximum usage. For example, if the Open Gym Pickleball is slated for Tuesdays from 6-8 p.m., 2 gym courts would be used to allow for the set up of 4 pickleball courts (16 people).
- ◆ Yoga participants must bring their own equipment & mats.
- ◆ Group fitness participants will be spaced at a minimum of 7 ft.
- ◆ All guests will sign in and out, as well as sign the COVID-19 WAIVER.

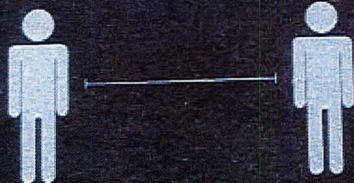
TAKE PRECAUTIONS



WASH YOUR HANDS



AVOID TOUCHING YOUR FACE



PRACTICE SOCIAL DISTANCING

THANK YOU!

PLAY IT SMART



KEEP 6' APART



COVID-19 Waiver

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

WAIVER OF LIABILITY: CORONAVIRUS/COVID-19

WARNING: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. While Watauga County has taken all reasonable precautions to provide a safe environment, Watauga County cannot prevent you (or your child(ren)) from becoming exposed to, contracting, or spreading COVID-19 while participating in activities sponsored by Watauga County. It is not possible to prevent against the presence of the disease. Therefore, if you choose to engage in the activities covered by this Waiver, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK & REPRESENTATION: I have read and understood the above warning concerning COVID- 19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to enter on, participate, spectate or, in any way, be part of any activity, program and/or business located on Watauga County property, and further agree to refrain from engaging in any such activity (or keep my child(ren) from doing so) if I (or my child(ren), as the case may be) are experiencing symptoms of COVID-19 including, but not limited to running a high temperature.

These activities are of such value to me (and/or to my children,) that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in person (if applicable: "rather than arranging for an alternative method of enjoying the same services virtually (e.g. videoconference)).

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Watauga County and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to my participation in the above identified activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. I understand and agree that the law of the State of North Carolina will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ Date: _____

Print Name: _____ Minor's Name: _____

[] check here if signing as parent or legal guardian



WCRC Fees & Scholarship Scale

MEMBERSHIPS & FEE STRUCTURE FOR THE WATAUGA COUNTY COMMUNITY RECREATION CENTER

Membership Category Descriptions

<u>Individual</u>	One adult person age 18 or better.	\$35/month
<u>*Household</u>	Up to two adults permanently residing at the same address with their children through the age of 18. (Children under the age of 2 are free.)	\$70/month
<u>Senior Adult</u>	One adult person age 62 or better.	\$20/month
<u>Youth</u>	Ages 2-17. For the young person that does not fall under a household membership.	\$20/month

**Proof of address is required. (Driver's license, bank statement, voided check, or utility bill.)*

All paid memberships include fitness classes, open gym activities, aquatics classes. Specialty programming may require additional costs.

Watauga County Resident Fee Structure

<u>Membership</u>	<u>Daily</u>	<u>Monthly</u>	<u>Annually</u>	<u>One-Time Initiation Fee</u>
Individual	\$10	\$35	\$350	\$20
Household	\$20	\$70	\$700	\$40
Senior (62+)	\$6	\$20	\$200	\$20
Youth	\$6	\$20	\$200	\$20
Dry Ticket	\$4	—	—	—
Card Replacement Fee	—	—	—	\$10

Non-Resident Fee Structure

<u>Membership</u>	<u>Daily</u>	<u>Monthly</u>	<u>Annually</u>	<u>Initiation/Renewal Fee</u>
Individual	\$15	\$53	\$530	\$30
Household	\$30	\$105	\$1,050	\$60
Senior (62+)	\$9	\$30	\$300	\$30
Youth	\$9	\$30	\$300	\$30
Dry Ticket	\$4	—	—	—
Card Replacement Fee	—	—	—	\$10

WATAUGA COUNTY PARKS AND RECREATION
 Scholarship Application
(To be completed by parent or guardian)



What is a scholarship?

A scholarship is a reduced scale for Watauga County Parks and Recreation programs and activities, based on a financial need. Scholarships apply to most programs or activities with the exception of:

- Facility Rental Fees
- Late Fees
- Adult Athletic Team or Player Fees
- Summer Day Camp or Dance Camp
- Programs of \$10 or Less

How to apply for a scholarship?

1. Simply complete the WCP&R Scholarship Application.
2. Attach current federal tax return materials to substantiate annual income. Approval will not be considered without proper documentation.
3. Applicants will be notified within three business days regarding their scholarship status. The applicant is responsible for registering for the desired program or activity. Scholarship application and/or approval is separate from registration. Once approval is granted, any remaining fee must be paid, and registration completed in order for participation in any class, clinic, program, or activity. Classes or programs that are full or cancelled may not be available regardless of the scholarship status. The scholarship application will not hold a reservation for any class, clinic, program or activity with limited registration spots. The registration is not considered complete until after the scholarship is approved, and any balance is paid in full. The scholarship application must be completed at least three business days before the deadline in order to insure that the applicant has a chance to pay the balance in full prior to the program start.
4. Must bring all information to:

Watauga County Parks & Recreation
 231 Complex Drive, Boone, NC 28607
 (P) 2828.254.9511 (F) 828.264.9523
 Email: watco.parks@watgov.org

Who is eligible to apply for a scholarship?

- Scholarships are available to Watauga County residents for recreation programs only. Scholarships are based on the number of immediate family members in the household and their combined income from all sources.
- Income is calculated on gross income (before deductions from taxes, insurance premiums, social security, and other employee deductions). Income should include net income from self-employment, social security, public assistance, alimony, child support payments, regular contributions from people not living in the same household, and monetary compensation for services such as wages, salary, commission and all other cash income.

All information contained on the application is strictly confidential. Class instructors, coaches, and

WATAUGA COUNTY PARKS AND RECREATION
 Scholarship Application
 (To be completed by parent or guardian)



Last Name _____ First _____
 Street Address _____
 City _____ State _____ Zip _____ Watauga Co Res? _____
 Home Phone _____ Cell _____ Email _____

List all immediate family members in your household. Immediate family members include only parents and children. This does NOT INCLUDE grandparents, grandchildren, cousins, aunts, uncles, etc.

Number in family residing at the above address: _____

Name	Birthdate (month/year)	Name	Birthdate (Month/year)

TO BE COMPLETED BY WCP&R STAFF

Household Member	Federal Income Tax	DSS Support	Cumulative Amount
Head of Household	\$ _____	\$ _____	\$ _____
Spouse	\$ _____	\$ _____	\$ _____
Other:	\$ _____	\$ _____	\$ _____
		TOTAL MONTHLY INCOME	\$ _____

INTERNAL USE ONLY:

Approved % of Scholarship Reduction _____ By _____ Date _____

I give permission to Watauga County Parks and Recreation Department to contact the necessary agents to verify information on this application. I also understand that deliberate misrepresentation of information negates the scholarship consideration. I hereby certify that all of the above information is true and correct to the best of my knowledge and belief:

Applicant Signature _____ **Date** _____

All information contained on the application is strictly confidential. Class instructors, coaches, and program leaders are not informed of participant's scholarship status.

Watauga County Recreation Center Fee Reduction Scale *

Household Size	10%	Reduced Fee	Pay 25%		Reduced Fee	Pay 50%		Reduced Fee	Pay 75%		Reduced Fee	Pay 100%
	Up To		From	To		From	To		From	To		
1	\$ 12,490	\$ 3.50	\$ 12,491	\$ 16,643	\$ 8.75	\$ 16,644	\$ 20,796	\$ 17.50	\$ 20,797	\$ 24,948	\$ 26.25	\$ 24,949
2	\$ 16,910	\$ 7.00	\$ 16,911	\$ 22,539	\$ 17.50	\$ 22,540	\$ 28,168	\$ 35.00	\$ 28,169	\$ 33,797	\$ 52.50	\$ 33,798
3	\$ 21,330	\$ 7.00	\$ 21,331	\$ 28,423	\$ 17.50	\$ 28,424	\$ 35,516	\$ 35.00	\$ 35,517	\$ 42,609	\$ 52.50	\$ 42,610
4	\$ 25,750	\$ 7.00	\$ 25,751	\$ 34,319	\$ 17.50	\$ 34,320	\$ 42,888	\$ 35.00	\$ 42,889	\$ 51,457	\$ 52.50	\$ 51,458
5	\$ 30,170	\$ 7.00	\$ 30,171	\$ 40,215	\$ 17.50	\$ 40,216	\$ 50,260	\$ 35.00	\$ 50,261	\$ 60,305	\$ 52.50	\$ 60,306
6	\$ 34,590	\$ 7.00	\$ 34,591	\$ 46,111	\$ 17.50	\$ 46,112	\$ 57,632	\$ 35.00	\$ 57,633	\$ 69,153	\$ 52.50	\$ 69,154
7	\$ 39,010	\$ 7.00	\$ 39,011	\$ 51,995	\$ 17.50	\$ 51,996	\$ 64,980	\$ 35.00	\$ 64,981	\$ 77,965	\$ 52.50	\$ 77,966
8	\$ 43,430	\$ 7.00	\$ 43,431	\$ 57,891	\$ 17.50	\$ 57,892	\$ 72,352	\$ 35.00	\$ 72,353	\$ 86,813	\$ 52.50	\$ 86,814

* Based on 100% Federal Poverty Guidelines 2020

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AGENDA ITEM 11:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Proposed Demolition of Turner Property Structures*****MANAGER'S COMMENTS:**

In February, the Commissioners held a special called meeting with the Town of Boone to discuss the Turner House Property. After the meeting, direction was given to have a firm provide a conceptual drawing(s) and soil borings to determine the viability of a parking deck at the Town owned Queen Street lot. The County and Town provided two proposals and the Town's proposal was selected due to the cost being less. In July, McGill Associates presented a rendering and cost estimate of the proposed deck at the Queen Street lot to the Board. The price tag was \$10 to \$15 million dollars but no soil borings were completed to determine the viability of the project. Continuing to delay construction of the parking lot/deck to meet the long-term parking needs of the courthouse facility only increases the escalation of the cost to the County. Bids were received for demolition of the Turner House and the lowest bidder is D.H. Griffin in the amount of \$21,300. Due to the price and the uncertainty of the viability of the project, staff seeks direction from the Board on how to proceed.

Adequate funds have been budgeted to cover the expense of the demolition. Should the Board wish to proceed forward; action is required to accept D.H. Griffin's bid in the amount of \$21,300 to demolish the Turner House.

Staff seeks direction from the Board.

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AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Boards and Commissions

MANAGER'S COMMENTS:

Boone Rural Fire Protection Service District Board

Watauga County Planning Board

Each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board and the Watauga County Planning Board whose terms run concurrent with the term of the appointing Commissioner. Planning Board members must live within the appointing Commissioner's District and action must be taken by the entire Board of Commissioners to make these appointments. Boone Rural Fire Service District Board members must own property and reside within the Fire Service District.

Each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board and the Watauga County Planning Board whose terms run concurrent with the term of the appointing Commissioner. Planning Board members must live within the appointing Commissioner's District and action must be taken by the entire Board of Commissioners to make these appointments. Boone Rural Fire Service District Board members must own property and reside within the Fire Service District.

Boone Rural Fire Protection Service District Board of Directors

This Board is responsible for overseeing the tax and setting the tax rate on a yearly basis.

(Must live in Fire District; Second Thursday of January, April, July, and October at 7:00 PM Boone Fire Station #2)

Member	Appointment Date	Term Expiration Date	Commissioner
VACANT		12/2022	District 1 – Peralion
Lee Stroup	12/2016	12/2024	District 2 – Welch
Jimmy Marsh	12/2018	12/2022	District 3 – Kennedy
Katy Abrams	12/2018	12/2022	District 4 – Turnbow
Mary Cavanaugh	05/2019	12/2024	District 5 - Wallin

Watauga County Planning Board

Develops and recommends policies, ordinances, administrative procedures and other means for carrying out plans in a coordinated and efficient manner.

(3rd Monday of each month at 5:30 PM in the Commissioners' Board Room at the County Administration Building)

Member	Appointment Date	Term Expiration Date	Commissioner
VACANT		12/2022	District 1 – Peralion
Neil Hartley	12/2016	12/2024	District 2 – Welch
Dennis Scanlin	12/2018	12/2022	District 3 – Kennedy
Marsha Walpole	12/2018	12/2022	District 4 – Turnbow
Diane Tilson	05/2018	12/2024	District 5 - Wallin
Kimmy Tiedemann	12/2019	12/2023	At-Large
Richard Mattar	12/2017	12/2021	At-Large

AGENDA ITEM 11:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Announcements

MANAGER'S COMMENTS:

Ethics for Elected Officials Online Training - Incumbents only can receive the required ethics training, via Zoom, on February 26, 2021, or March 23, 2021. Newly elected County Commissioners will receive the training through the Essentials of County Government course. Please see Anita to register.

AGENDA ITEM 12:

PUBLIC COMMENT

AGENDA ITEM 13:

BREAK

AGENDA ITEM 14:

CLOSED SESSION

Attorney/Client Matters – G. S. 143-318.11(a)(3)
Land Acquisition – G. S. 143-318.11(a)(5)(i)