

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

**TUESDAY, OCTOBER 1, 2019
8:30 A.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
8:30	1	CALL REGULAR MEETING TO ORDER		
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AGENDA ITEM 2:

APPROVAL OF MINUTES:

September 17, 2019, Regular Meeting
September 17, 2019, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, SEPTEMBER 17, 2019**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, September 17, 2019, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

Chairman Welch called the meeting to order at 5:30 P.M.

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

APPROVAL OF MINUTES

Chairman Welch called for additions and/or corrections to the September 3, 2019, regular meeting, closed session, and special meeting minutes.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the September 3, 2019, regular meeting minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the September 3, 2019, closed session minutes as presented.

VOTE: Aye-5
 Nay-0

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the September 3, 2019, special meeting minutes as presented.

VOTE: Aye-5
 Nay-0

APPROVAL OF AGENDA

Chairman Welch called for additions and/or corrections to the September 17, 2019, agenda.

Commissioner Wallin, seconded by Commissioner Turnbow, moved to approve the September 17, 2019, agenda as presented.

VOTE: Aye-5
Nay-0

UPDATE ON THE PRITZKER CHILDREN'S INITIATIVE (PCI)

Ms. Crystal Kelly gave a presentation on the Pritzker Children's Initiative and thanked the Board for the investments made in our children. Ms. Kelly shared that the County has 1,100 children under the age of three with 25% in childcare facilities. Ms. Kelly stated that the initiative strives to build stronger supports through Family Connects. Ms. Kelly reported that 75% of the teachers at childcare facilities in Watauga County stayed in the same center during the first year and 90% stayed in the same field.

Ms. Kelly shared a request that was made at the National Association of Counties (NACo) Conference in July for local Governments to ponder. The request was to set precedence by developing an early childhood education fund. The goal was to go beyond funding programs and to learn how to build out systems of support so our young children will not need services in the future such as foster care, for example. The initiative plans to address quality and access to support systems by working at a State level for subsidies for teacher education.

Chairman Welch shared appreciation for the work Ms. Kelly and the Children's Council are doing and stated that the Board would discuss the NACo request during the Fiscal Year 2021 Annual Pre-Budget Retreat. The presentation was given for information only and, therefore, no action was required.

PUBLIC HEARING REQUEST FOR CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE VALLE CRUCIS HISTORIC DISTRICT ORDINANCE

Mr. Joe Furman, Planning and Inspections Director, requested a public hearing be scheduled for October 15, 2019, to consider proposed text amendments to the Valle Crucis Historic District Ordinance as submitted by the Board of Commissioners. Mr. Furman stated that, per General Statute 153A-323, the public hearing is required to be held prior to amending the ordinance. The proposed amendments will be reviewed by the Planning Board and the Valle Crucis Historic District Commission prior to the public hearing.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to schedule the public hearing for Tuesday, October 15, 2019, at 5:30 P.M. to allow for public comment on proposed amendments to the Valle Crucis Historic District Ordinance.

Commissioner Welch stated that the Ordinance covers the entire Valle Crucis Historic District not just the proposed location of the new Valle Crucis School.

VOTE: Aye-5
Nay-0

PROPOSED RENEWALS OF EMERGENCY SERVICES MAINTENANCE AGREEMENTS

A. Hyper-Reach

B. Mobile Communications of America

County Manager Geouque, on behalf of Mr. Will Holt, Emergency Services Director, presented a proposed service contract with Hyper-Reach and three maintenance contracts with Mobile Communications of America for the County's E911 and Emergency Management Radio systems. The Hyper-Reach service agreement will replace the County's current contract with Code Red which will change our emergency notification system to a new vendor with matching services. The Hyper-Reach agreement is \$7,000 annually for a total of \$21,000 on a 3 year contract. The three maintenance contracts with Mobile Communications are for Console Infrastructure Maintenance, in the amount of \$12,900, the Fixed Equipment Maintenance, in the amount of \$11,664, and the Subscribers Maintenance, in the amount of \$6,336.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the Console Infrastructure Maintenance, the Fixed Equipment Maintenance, and the Subscribers Maintenance contracts with Mobile Communications of America in the amounts of \$12,900, \$11,664, and \$6,336, respectively and the Hyper-Reach services agreement contract. Adequate funds are available in the current year budget to cover the expense.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator, Mr. Larry Warren, presented the Tax Collections Report for the month of August 2019. The report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the Refunds and Releases Report for August 2019 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Turnbow, seconded by Commissioner Wallin, moved to approve the Refunds and Releases Report for August 2019 as presented.

VOTE: Aye-5
Nay-0

C. Property Tax Appeal

Mr. Warren presented a request from a citizen who applied for Senior Exemption status for property taxes. The application was required to be filed before June 1 of each year. Staff informed the citizen that both her and her husband's income would be considered because they were still married. The citizen then proceeded to obtain her divorce in June; after the deadline date. On August 26, 2019, the citizen came in with a copy of an application where she found at the bottom of the last page a paragraph regarding "Late Application" upon showing of good cause. She stated her application was untimely because was her divorce not finalized by the deadline date of June 1. Staff's recommendation was to deny the application for 2019 in order to not set a precedent for other late filings. The citizen could still apply for the Senior Exemption status for 2020. The appeal would have been filed with the Board of Equalization and Review but, since that Board adjourned, the appeal is required to be heard by the Board of Commissioners.

Commissioner Turnbow moved to consider the application due to the change in marital status. The motion died for lack of a second.

Discussion was held regarding the application and the concerns for setting precedence.

Chairman Welch tabled further discussion to allow for Mr. Warren to provide more detailed information to be presented at the next Board of Commissioners meeting, which is scheduled for October 1, 2019.

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. November Meeting Schedule

County Manager Geouque stated that the Election Day will be on Tuesday, November 5, this year which is the same day as a scheduled Board meeting. Board of Elections requires the use of the Commissioners' Board Room on Election Day as it serves as an official polling place. Due to the first meeting in November being necessary for items that will require Board action, Staff recommended the meeting be rescheduled to Wednesday, November 6, 2019, at 8:30 A.M.

Commissioner Turnbow, seconded by Vice-Chairman Kennedy, moved to reschedule the November 5, 2019, Board meeting to Wednesday, November 6, 2019, at 8:30 AM.

VOTE: Aye-5
Nay-0

B. Announcements

County Manager Geouque announced the following:

- The Trustees of Caldwell Community College & Technical Institute invites the Board of Commissioners to a meeting on Wednesday, September 18, 2018, at 6:00 P.M. at the Watauga Instructional Facility on Hwy 105 Bypass, Boone NC, in Room 112.

- The bonds for the refinancing of the Watauga High School loan were sold on Monday, September 16. The net savings was \$677,245, less than expected but still substantial savings, which translated to approximately \$75,000 annually for the next nine years. The interest rate dropped from 4.71% to 2.62%.

PUBLIC COMMENT

There was no public comment.

CLOSED SESSION

At 6:07 P.M., Commissioner Turnbow, seconded by Commissioner Wallin, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), Land Acquisition, per G. S. 143-318.11(a)(5)(i), and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Turnbow, moved to resume the open meeting at 7:29 P.M.

VOTE: Aye-5
Nay-0

Commissioner Wallin, seconded by Commissioner Yates, moved to amend the agenda to include a budget amendment for the payment of a water allocation fee for the new Community Recreation Center.

VOTE: Aye-5
Nay-0

POSSIBLE ACTION AFTER CLOSED SESSION

Commissioner Yates, seconded by Commissioner Wallin, moved to approve a budget amendment allocating \$500,000 from the fund balance to pay the Town of Boone, under extreme protest, water and sewer permit fees for the new Community Recreation Center.

VOTE: Aye-5
Nay-0

ADJOURN

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to adjourn the meeting at 7:31 P.M.

VOTE: Aye-5
Nay-0

John Welch, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE OCTOBER 1, 2019, AGENDA

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AGENDA ITEM 4:

COOPERATIVE EXTENSION LIVESTOCK PROGRAM UPDATE

MANAGER'S COMMENTS:

Mr. Eddy Labus, Cooperative Extension Agent, will update the Board on the livestock program. The report is for information only; therefore no action is required.

The Livestock Program Update for Watauga County.
Eddy Labus
Cooperative Extension Agent Livestock/field crops

Beef prices are extremely low

One major focus has been on forages- 3 demonstration plots on establishment of new varieties

Adding value to calves by preconditioning and weaning

Class for commercial poultry producers- on food safety and slaughter techniques.

Working with producers to add value through local meat sales

AGENDA ITEM 5:

EMERGENCY SERVICES MATTERS

C. Proposed Resolution Approving Stewart Simmons Volunteer Fire Department's Five and Six-Mile Insurance District Boundaries

MANAGER'S COMMENTS:

Stewart Simmons Fire Chief, Doug Berry, will present a proposed resolution and map which, if adopted, would approve the boundary lines of the Stewart Simmons Rural Fire Five and Six-Mile district coverage.

Board action is required to approve the five and six-mile district coverage map as presented by Chief Berry.



September 20, 2019

To: Board of Commissioners

CC: Deron Geouque, County Manager
Taylor Marsh, Fire Marshal
Anita Fogle, Clerk to the Board

Subject: Stewart-Simmons Fire District

Board of Commissioners,

Stewart-Simmons Fire Chief Doug Berry would like to present the new road maps for 5 and 6-mile district coverage with the opening of the second fire station. Please see the attached map which reflects the additional fire station along with new 5 and 6-mile road mile lines for each station. Chief Berry requests Board approval of the new 6-mile map and will be available to answer any questions.

Respectfully,

Will Holt
ES Director

STATE OF NORTH CAROLINA

DRAFT

COUNTY OF WATAUGA

**RESOLUTION APPROVING
STEWART-SIMMONS FIVE AND SIX-MILE INSURANCE DISTRICT BOUNDARIES**

WHEREAS, fire district boundaries for fire departments are established by Boards of County Commissioners pursuant to N.C.G.S. 153A-233; and

WHEREAS, fire districts are used for insurance grading purposes; and

WHEREAS, the fire district boundaries in the unincorporated portion of Watauga County need to be revised; and

WHEREAS, the Watauga County Fire Marshal, using the GIS system, has created a new five and six-mile fire insurance district map for the Steward-Simmons/Triplett Fire District.

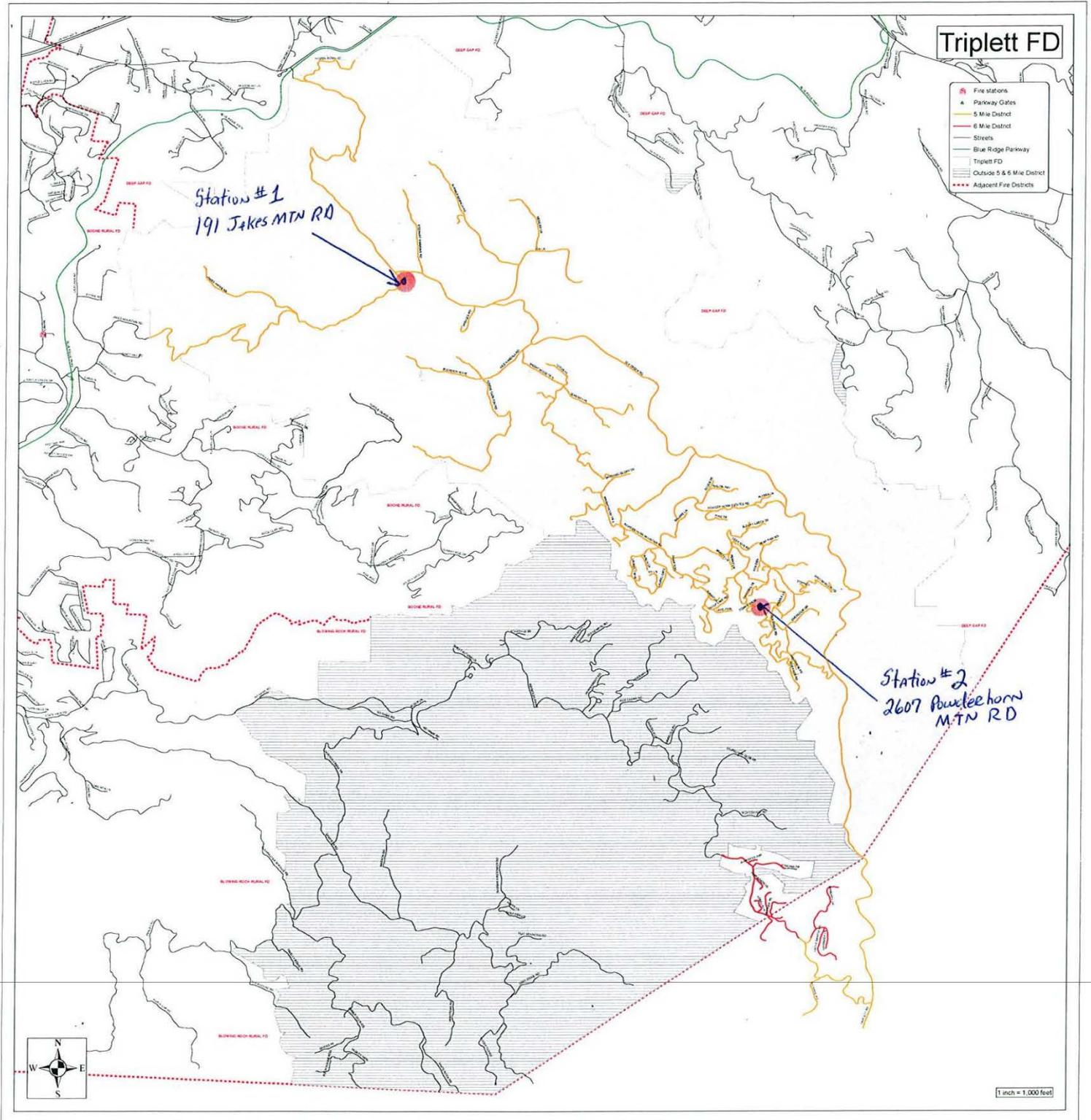
NOW, THEREFORE, BE IT RESOLVED, that Watauga County Board of Commissioners approves the boundary lines of Stewart-Simmons Fire District, as represented in the GIS-produced map certified by the County Fire Marshal as referenced in Exhibit A and made a part hereof.

ADOPTED this the 1st day of October, 2019.

John Welch, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board



AGENDA ITEM 5:

EMERGENCY SERVICES MATTERS

D. Priority Dispatch License Renewal Request

MANAGER'S COMMENTS:

Will Holt, ES Director, will request the Board approve the renewal of the Priority Dispatch software license in the amount of \$16,800. The software is used by Fire, EMS, and Law Enforcement for processing calls utilizing a list of standardized questions to prioritize these calls. 911 funds will cover the expense.

Board action is required to approve the renewal in the amount \$16,800 with Priority Dispatch for call processing software.



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

September 19, 2019

To: Board of Commissioners

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

Subject: Priority Dispatch License Renewal

Board of Commissioners,

Please consider my request for \$16,800 for the renewal of the Priority Dispatch software license. This suite of programs is used for call processing of Fire, EMS, and Law Enforcement calls with a nationally recognized list of questions that allow for standardization and prioritization of emergency calls. It is also important to note that this set of questions is required by the State for medical emergencies, although the State does not require this specific vendor. This is a renewal of the current license in place and covers all three disciplines in the suite. The cost of this software is 100% funded by 911 surcharge funds.

Respectfully,

A handwritten signature in black ink, appearing to read "Will Holt".

Will Holt
ES Director

Request for Purchase Order



P.O. Number:

P.O. Date: 9/6/2019

Prepared By: Amy W. Snider

Department Head:

Department: Communications

Bill / Ship to: 184 Hodges Gap Rd., Ste. D., Boone, NC 28607

* Purchase orders are due in to the Finance Office by 5:00 p.m. every Monday.

[Print Form](#)

Vendor Information:

Vendor #: 9172

Company: Priority Dispatch

Address: 110 Regent St., Ste 500, Salt Lake City,

State/Province: UT

Zip/Postal Code: 84111

* List all freight, handling or miscellaneous charges in description column.

Account Number	Description	Quantity	Unit Price	Amount
26-4330-422000	Annual Maintenance for EMD, EFD and EPD software	1	\$16,800.00	\$16,800.00
			Sub-total	\$16,800.00
			Grand Total	\$16,800.00

Comments:
Quote attached.

If over \$15,000.00, date approved by Board of County Commissioners: _____



QUOTE

110 Regent Street, Suite 500
 Salt Lake City, UT 84111
 USA
www.prioritydispatch.net
 Prepared By: Tim Martin
 Phone: (800) 363-9127
 Direct:
 Email: tim.martin@prioritydispatch.net

Agency: Watauga County Communications
 Agency ID#: 7953
 Quote #: Q-38921
 Date: 2/26/2019
 Offer Valid Through: 6/26/2019
 Payment Terms: Net 30
 Currency: USD

Bill To:
 Watauga County Communications
 184 HODGES GAP RD STE D
 BOONE, North Carolina 28607-8635
 United States

Ship To:
 Watauga County Communications
 184 HODGES GAP RD STE D
 BOONE, North Carolina 28607-8635
 United States

Product	Qty	Amount
Priority Dispatch System ESP EMD/efd/epd System License Renewal, Service & Support	5	USD 16,800.00
Shipping & Handling	1	USD 0.00

Subtotal	USD 16,800.00
Estimated Tax	
Total	USD 16,800.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Credit Card #:		Expiration Date:	

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. For further information see <https://prioritydispatch.net/license-agreement/>

"To lead the creation of meaningful change in public safety and health."

AGENDA ITEM 5:

EMERGENCY SERVICES MATTERS

E. Proposed MobileCAD Contract

MANAGER'S COMMENTS:

Mr. Holt will present a contract for \$25,505 for MobileCAD (MDIS) with Southern Software. 911 funds will pay \$16,438 with the remaining \$9,067 to come from county funds. Adequate funds are available to cover the expense.

Board action is required to approve the contract with Southern Software for MobileCAD in the amount of \$25,505 with \$16,438 to come from 911 funds and the remaining \$9,067 to come from county funds.



September 26, 2019

To: Board of Commissioners

CC: Deron Geouque, County Manager
Len Hagaman, Sheriff
Misty Watson, Finance Director
Drew Eggers, Information Technologies Director
Anita Fogle, Clerk to the Board

Subject: MobileCAD Contract

Board of Commissioners,

Please consider my request for \$25,505 for the MDIS (MobileCAD) contract with Southern Software. This software is an upgrade to our current Computer Aided Dispatch (CAD) system allows for the situational awareness and increased efficiency of operations with field units (primarily Watauga County Sheriff's Office with the current number of licenses requested) as they can view real-time information in CAD and also interact with CAD directly in a way not currently available. The requested dollar figure reflects the \$16,438 from the 911 Board-fundable portions of the attached contract and the additional funds of \$9,067 have been allotted for in the budget.

Respectfully,

Will Holt
ES Director



SOUTHERN SOFTWARE, INC.
an employee-owned company

Contract (Terms and Conditions)

This contract made and entered into this 22nd day of July 2019 by and between SOUTHERN SOFTWARE, a North Carolina Based Corporation with its principal place of business at 150 Perry Drive, Southern Pines, North Carolina 28387 and **Watauga County Communications and Emergency Services**, 184 Hodges Gap Rd, Boone, NC 28697.

Listed below are the terms and conditions between Southern Software, Inc. and Watauga County Communications and Emergency Services, NC. See Exhibit A attached hereto and herein incorporated by reference for details of the products and their price.

Software: Mobile Data Information System (MDIS)

Other: Project Management, Support

Description	Amount Due
Total Software	\$ 17,345.00
Total Project Management	\$ 5,070.00
Total Support	\$ 3,090.00
TOTAL	\$ 25,505.00

SALES TAX AND SHIPPING NOT INCLUDED

1. The payment agreement is as follows:

- 30% OF SOFTWARE PLUS 100% MANAGEMENT FEE DUE ON UPON SIGNING CONTRACT = \$ 10,273.50
- 60% OF SOFTWARE DUE UPON COMPLETION OF INSTALLATION AND TRAINING = \$ 10,407.00
- FINAL 10% OF SOFTWARE PLUS 100% SUPPORT DUE 30 DAYS AFTER COMPLETION OF INSTALLATION AND TRAINING = \$ 4,824.50

***Please make all checks payable to Southern Software, Inc. and mail to:
Southern Software, Inc., 150 Perry Dr., Southern Pines N.C. 28387.***

2. Southern Software warrants Mobile Data Information System (MDIS) free of defects in materials and workmanship for a period of one year commencing on the date of acceptance or the date the system is put into operation. Southern Software only warrants the products written by Southern Software.

3. The anniversary date for payment of the support fees will coincide with the date of completion of training. Support fees are billed and due at the beginning of the support period. Copies of Support Agreements are attached. Please review support agreements for information regarding support coverage.

**WATAUGA COUNTY COMMUNICATIONS AND
EMERGENCY SERVICES, NC**

Signature Title Date

(COMPANY SEAL)

SOUTHERN SOFTWARE, INC

By: *Jennifer Megg*
CEO

ATTEST:

John Rocco
President

CONTACT INFORMATION:

Watauga County Communications and Emergency Services

Attn: Will Holt
184 Hodges Gap Rd.
Boone, NC 28697

Phone: (828) 264-4235

E-Mail: Will.Holt@watgov.org

Project Management Contact: Greg McGrady

Phone: (828) 265-8015

E-Mail: Greg.Mcgrady@watgov.org

EXHIBIT A

MOBILE DATA INFORMATION SYSTEM (MDIS)		Qty	
MDIS Server Software (Note: Not Allowable Items are included in a separate Not Allowable Proposal)		1	\$7,995
Mobile Computer Aided Dispatch Server Software for voiceless dispatch. Note: Does not include NCIC/DCI/AVL Mapping features.			
MDIS License (without NCIC/State Database Query)		11	\$9,350
(Concurrent Licenses; Assumes 26 Installed) Client software for voiceless dispatch function. Note: Does not include NCIC/DCI/AVL Mapping features.			
Total Software:			\$17,345.00
PROJECT MANAGEMENT			
Project Management Fee - including Installation, Training and Project Management			
Total Project Management:			\$5,070.00
YEARLY SUPPORT			
MDIS Support	24/7 SUPPORT	1	
Total Support:			\$3,090.00
TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED)			\$25,505.00

SQL Server 2008 R2 and a backup system will be required.

Wireless modems ("Air Cards") are required for each mobile unit (providers include Southern Linc, Sprint, Nextel, Verizon, Alltel, US Cellular, etc.). Wireless service plans are required for each wireless modem and are provided by Agency. (\$35-75/month/user typical)

Cisco ASA 5505 Router may be required the State. (Approximate cost - \$ 500 - to be provided and configured by the Agency)

A VPN Router in addition to the Cisco ASA 5505 Router is required to secure access to the mobile units if RMS is being run in addition to MDIS (NetMotion preferred). (All connections and fees to Agency LAN including hardware provided by Agency. 100MB Ethernet LAN Required.)

Agency must configure all networking for mobile and CAD workstations to ping servers before installation begins. Use a static IP for private address.

Secure High Speed Internet Access (VPN, Remote Desktop, etc) to servers for support provided by Agency.

Software includes (30) days of free support, including all updates.

Management fees include training, installation, and project management.

Southern Software will install its software products only on computer configurations compatible with these products. Hardware specifications are available upon request.

SOUTHERN SOFTWARE'S ANNUAL SOFTWARE SUPPORT AGREEMENT MDIS 24/7

Southern Software's MDIS Mobile Data Information System. This Software Support Agreement covers 24 hours a day, seven days a week support.

Problem Resolution

Southern Software will provide customer software support for mission critical operation of **MDIS**, 24 hours a day, seven days a week. This period includes holidays and weekends. This Agreement does not constitute a warranty but provides for mission critical problem resolutions at any time and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. This Agreement is not intended to provide around-the-clock assistance for problems not deemed to be operation critical. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within three hours of notification of the problem from 8:30 a.m. to 5:00 p.m., EST, Monday thru Friday. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer. Any problem deemed mission critical will take top priority over all other calls.
- Telephone response within one hour of notification of the problem after 5:00 p.m., EST and during holidays that fall on a normal work day. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response then a technician will be scheduled for an on-site visit. There is no cost to the customer for the on-site visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

Program Updates

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

Third Party

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost

of such upgrade.

System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

Data Backup Statement

The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract does not cover assistance in the recovery of damage caused by viruses.

Southern Software will charge a fee for virus recovery assistance.

Items not covered under this annual support agreement -

- **Installation and setup of new equipment.**
- **Transferring of data.**
- **Moving equipment from one site to another.**
- **On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.**
- **Virus damage/recovery repair work.**
- **Recovery/repair work related to natural disasters such as lightning, floods, etc..**
- **Replacement of equipment that is out of warranty.**
- **Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, remote connectivity software, etc. or cost of updates to operating systems.**
- **Data Conversions.**
- **On-site Training.**
- **Interfaces with third party products.**
- **Data loss due to drive crashes, machine failures, etc.**
- **Installation, Training and Data Conversions due to Re-architecture of Software.**

Benefits

- **The Software Support Agreement only covers software developed by Southern Software.**
- **Toll-free telephone support, seven days a week, 24 hours a day including holidays.**

- **24-hour fax availability**
- **Software Updates**
- **Remote System Support**
- **Annual User's Conference**
- **Free hardware/network assessments for upgrades.**
- **Free follow-up/new employee training at Southern Software's office.**
- **Free web training.**

System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support.

This Annual Software Support Agreement provides coverage beginning thirty days after the "go live" date. Support coverage is free during the first thirty days beginning on the "go live" date.

MDIS Interface for NCIC Annual Support \$ 3,090.00 (INCLUDED IN THIS CONTRACT)

Important- Support Renewal Clause

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.

WATAUGA COUNTY COMMUNICATIONS AND EMERGENCY SERVICES, NC

Name of Department

AGENDA ITEM 6:

PROPOSED ADDITIONAL APPROPRIATION OF STATE FUNDS FOR SENIOR CENTERS

MANAGER'S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will discuss additional Senior Center General Purpose funding available to the County's two senior centers in the amount of \$14,098. A 25% local match is required in the amount of \$4,700 which is present in the current Project on Aging budget.

Board action is requested to approve the local match of \$4,700 and accept the additional funding in the amount of \$14,098.



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 *ABB*

DATE: September 20, 2019

SUBJ: Request for Board of Commissioners' Consideration: Additional Appropriation of State Funds for Senior Centers

The Project on Aging received notification that each of the County's two senior centers are eligible to receive Senior Center General Purpose funding in the amount of \$14,098 on a reimbursement basis through an appropriation from the NC General Assembly and the Division of Aging. The L. E. Harrill Senior Center, as a Center of Excellence, is eligible to receive \$10,574 which requires a 25% local match of \$3,525. The Western Watauga Community Center is eligible to receive \$3,524, which requires a 25% local match of \$1,175. The required match is present in the agency's FY20 budget.

These funds can be used to support and develop programming and general operations including salaries, supplies, equipment, capital outlay, and other operating costs. We plan to use the funds to continue or expand classes at both centers, purchase equipment and supplies, and to cover other various ongoing expenses.

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

Thank you for your consideration.

**CONTRACT Between
HIGH COUNTRY COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING
and**

Watauga County Project on Aging

Federal Tax ID# 56 6001816

LOIS E. Harrill Senior Center
Name of Senior Center Being Funded

I. Parties to the Contract:

This Contract, made and entered into this 17th day of September by and between Watauga County Project on Aging, hereinafter referred to as "Contractor" and the High Country Council of Governments, Area Agency on Aging hereinafter referred to as the "Agency". This Contract shall insure to the benefit of and be binding upon the parties hereto, their successors and legal representatives.

II. Effective Period:

This Contract period is effective July 1, 2019 and terminates on June 30, 2020, with the option to extend if mutually agreed, through a written amendment as provided for in Part XI.

III. Independent Status:

The parties hereto acknowledge that they are independent entities. Neither party shall represent itself as agent or employee of the other, nor shall either party bind or represent that it has the ability to bind the other to any monetary or legal obligation. The parties hereto acknowledge that neither this nor any provision hereof shall be deemed to create a partnership or joint venture between the parties.

IV. Liabilities and Legal Obligations:

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents, or representatives arising out of this Contract including fiscal responsibility for deviations from this Contract.

V. Administrators for the Contract:

The persons named below shall be administrators for the respective parties

and shall be the persons to whom notices provided for in this Contract shall be given and to whom matters relating to administration or interpretation of this Contract shall be addressed. Either party may change its administrator or his address or his telephone number by written notice to the other party.

For the Agency:

**Nicole Hiegl, Director
High Country Area Agency on Aging
468 New Market Boulevard
Boone, N.C. 28607
(828) 265-5434**

For the Contractor:

Watauga County Project on Aging (Name)

132 Poplar Grove Conn., Suite A (Address)

Boone, NC 28607

(828) 265--8090 (Phone Number)

VI. General Provisions:

- A. The place of this Contract, controlling its status and form, shall be Watauga County, North Carolina, and all matters relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined in the courts of Watauga County. Any Suit in federal district court relating to this Contract shall be brought in the United States District Court, Western District of North Carolina.
- B. This Contract supersedes all prior agreements between the parties and expresses their entire understanding with respect to the transactions contemplated herein. Any prior agreements, verbal understandings or otherwise, shall be deemed merged herein. In witness whereof, the Contractor and the Agency have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

VII. Responsibilities of the Agency:

Make payment to the Contractor as described in Section IX of this Contract.

VIII. Responsibilities of the Contractor:

- A. The Contractor shall expend the award in keeping with the attached description indicating how funding will be utilized. Funding will not be disbursed until this description is received by the Agency.
- B. The Contractor is to use or expend state funds only for the purposes for which they were appropriated by the General Assembly. If the Contractor is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-133 and the NC Single Audit Implementations Act of 1987. Furthermore, contractor will comply with reporting requirements as defined by the G.S. 146-6.2 (see Attachment A).
- C. Submitting any other plans, reports, documents or other products that the Agency may specify.
- D. Complying with Title VI and VIII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles for both personnel employed and clients served.
- E. None of the work to be performed under this contract which involves the specialized skill or expertise of the Contractor shall be subcontracted without prior approval of the Agency's contract administrator.
- F. The disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this contract is prohibited. The use of such information is restricted to the performance of the Contractor's responsibilities specified in this contract.
- G. The Contractor expressly states that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor shall not employ any person having such interest during the performance of this contract. The Contractor further agrees to notify the Agency in writing of any instance that might have the appearance of a conflict of interest. Upon execution of this contract and prior to disbursement of funds, the Contractor shall submit to the Agency a notarized copy of the Contractor's policy addressing conflict of

interest in accordance with G.S. 143-6.1 Section 13.

IX. Payment for Services:

Payment to the contractor will be conducted in the following manner:

- A. The High Country Council of Governments will pay the contractor \$10,574. State funds will not exceed 75% of total expenditures. The total match requirement is \$3,525. Total funding, including minimum local match is \$14,099.
- B. The High Country Council of Governments will reimburse the contractor for expenditures. Reimbursement will be made when the senior center expenditure information is entered into the ARMS. As with all other non-unit reimbursement funding, the contractor is to send invoices or other backup documentation to the AAA monthly or as expenditures are incurred and entered into ARMS. This funding is to be coded as Senior Center general purpose funds, service code 176, fund source code 7.
- C. Because funding is provided on a reimbursement basis, all requests for reimbursement must be submitted to the AAA by May 31, 2020.
- D. It is understood and agreed between the Contractor and the Agency that the payment of compensation specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation or appropriation of funds to the Agency for the purpose set forth in this agreement.

X. Copyrights and Distribution of Materials:

The Contractor may copyright materials originated in the performance of this contract. These copyrights notwithstanding, the Agency may use, disclose, duplicate and distribute all materials delivered under this Contract. The Contractor hereby grants to the Agency a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others so to do, all data, reports, publications, studies, curricula or other materials originated in the performance of this Contract. Such license shall be only to the extent that the Contractor has the right to grant such license. The Contractor may not market the products of this Contract for profit.

XI. Amendment:

This Contract may be modified by written amendment at any time. From time to time, changes in the scope of the services of the Contractor to be

performed under this agreement are required. Such changes, including but not limited to any renewal of extension, that increase or decrease the amount of the Contractor's compensation, which are mutually agreed upon by and between the Contractor and the Agency shall be incorporated in written amendments to this contract and signed by both parties.

XII. Termination:

This Contract may be canceled in whole or in part at any time:

- A. By either party, immediately for cause, upon written notice to the other party delivered by registered mail with return receipt requested, or in person;
- B. By either party, upon at least thirty days notice in writing to the other party delivered by registered mail with return receipt requested, or in person; or
- C. By mutual consent of both parties. After receipt of a notice of termination, and except as otherwise directed by the Agency, the Contractor shall cease work under the Contract on the date, and to the extent specified, in the notice of termination. In the event of termination in part, both parties shall continue the performance of this Contract to the extent not terminated. If the Contract is terminated as provided herein, the Contractor will be paid for services actually delivered through the termination date.

XIII. Default:

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and attached to this Contract.

In witness whereof, the Agency and the Contractor have executed this contract as of the day first written above.

Watauga County

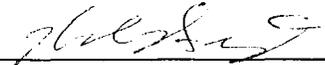
Attest:

By:

Contractor

High Country Area Agency on Aging

Attest:



Nicole Hiegl, Area Agency on Aging
High Country Council of Governments

By:



Julie Wiggins, Executive Director
High Country Council of Governments

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

By: 

FINANCE OFFICER, High Country Council of Governments

**CONTRACT Between
HIGH COUNTRY COUNCIL OF GOVERNMENTS
AREA AGENCY ON AGING
and**

Watauga County Project on Aging

Federal Tax ID# 56 6001816

Western Watauga Community Center
Name of Senior Center Being Funded

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Nicole Hiegl, Director
High Country Area Agency on Aging
468 New Market Boulevard
Boone, N.C. 28607
(828) 265-5434

For the Contractor:

Watauga County Project on Aging (Name)

132 Poplar Grove Conn., Suite A (Address)

Boone, NC 28607

(828) 265-8090 (Phone Number)

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The place of this Contract, controlling its status and form, shall be Watauga County, North Carolina, and all matters relating to the validity, construction, interpretation, and enforcement of this Contract shall be determined in the courts of Watauga County. Any Suit in federal district court relating to this Contract shall be brought in the United States District Court, Western District of North Carolina.

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- C. Because funding is provided on a reimbursement basis, all requests for reimbursement must be submitted to the AAA by May 31, 2020.
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In witness whereof, the Agency and the Contractor have executed this contract as of the day first written above.

Watauga County

Attest:

By:

Contractor

High Country Area Agency on Aging

Attest:



Nicole Hiegl, Area Agency on Aging
High Country Council of Governments

By:



Julie Wiggins, Executive Director
High Country Council of Governments

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

By: 

FINANCE OFFICER, High Country Council of Governments

AGENDA ITEM 7:**MAINTENANCE MATTERS*****A. Design-Build Contract Award Request for Re-roofing Projects at the Courthouse and Administration Building*****MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will request the Board award a design-build contract to Muter Construction for new roofs on the courthouse and administration building. The county received three responses and interviewed all three contractors. Each contractor was scored based on their qualifications and responses to the interview questions. After a thorough review of the contractors and their responses staff selected Muter Construction.

Upon approval of Muter Construction, staff will negotiate a fee for the design phase of the project. After which, Muter Construction will submit a guaranteed maximum price for the construction phase of the projects for Board approval.

Board approval is required to award the design-build contract to Muter Construction and authorize staff to negotiate a fee for design services. In the event staff is unable to negotiate a reasonable fee the next competitive contractor will be selected.



WATAUGA COUNTY MAINTENANCE DEPARTMENT

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

TO: Deron Geouque, County Manager

FROM: Robert Marsh, Maintenance Director 

DATE: September 24, 2019

RE: Design-Build Contract Award

Background

Watauga County published a Request for Qualifications (RFQ) for design and construction services for reroofing the Courthouse and Administration buildings. The advertisement was posted on the County website, and qualified regional metal roofing contractors were notified by email. The Design-Build process of project delivery was selected in order to lessen design fees, improve input from the County, and deliver the project in a more time-efficient manner. Three contractors submitted qualifications for consideration by a selection committee comprised of County staff. The committee reviewed the RFQ submittals and then interviewed all three interested firms.

Project Scope

Courthouse – retrofit 18,618 sq. ft. of existing EPDM ballasted roof with a metal truss and standing seam metal panel system; Administration Building – install 7,688 sq. ft. of standing seam panels, wrap soffit and fascia with metal and replace gutters and downspouts. Modify HVAC systems as needed to make them accessible and weather tight.

Recommendation

Staff recommends the Board award a Design-Build contract to Muter Construction Company of Zebulon, NC, for the design and construction of the aforementioned reroofing projects. Muter Construction has recently completed two metal retrofitted roofs for the Johnston County Board of Education and is currently working on a Design-Build construction project for North Carolina State University. If approved, staff will negotiate a fee for the design phase of the project which will include the development of working drawings and specifications designed to fit within the project budget of \$1,075,941. Muter Construction will enter into the construction phase of the project after submitting a guaranteed maximum price for consideration by the Board.

Fiscal Impact

These roofing projects have been identified in the Capital Improvement Plan, and \$1,075,941 has been approved in the FY19-20 budget.



WATAUGA COUNTY

MAINTENANCE DEPARTMENT

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

Fax (828) 264-1473

NOTICE

Watauga County Government
Boone, NC

Design-Build Request for Qualifications

Watauga County is requesting that interested Design-Build firms submit qualifications for a metal roof replacement project. This project is located in Boone, NC, and it includes fitting a new sloped-metal roof over an existing EPDM membrane roof, reroofing a metal standing seam roof with new metal panels and modifying existing HVAC equipment.

Project Site: Courthouse, 814 West King Street, and Administration Building, 842 West King Street

Project Objectives:

- General Note – The County has selected the Design-Build method of project procurement in order to lessen the time needed to accomplish the project objectives. In addition, the County desires to have one party, the Design-Build Firm, responsible for design and construction of the project and to serve as the one source responsible for all design, cost, construction and warranty issues. The County will require the product manufacturer to offer a 25-year paint and substrate warranty for all coated metals. The Contractor shall be aware the Courthouse is subject to high winds, and appropriate design and product choices should be made to guarantee wind and weather resistance.
- Phase One – Verify site conditions, wind and other loading conditions, and prepare working drawings for the roofing projects stated below in Phases Two & Three. Immediately notify Owner of any existing conditions that may negatively affect the project budget, discuss possible cost-saving measures that may be considered and submit a lump-sum guaranteed maximum price for each phase of construction. Submit working drawings and a Bird's Eye Perspective NTS to Owner and Town of Boone Planning and Inspections Department for approval and issuance of building permit.
- If the Design-Build Firm and County are unable to agree on a guaranteed lump-sum price, then the contract will be terminated, the Design-Build Firm will be

paid for Phase One Design and all design work will become unrestricted property of the Owner.

- Phase Two (Administration Building) – Re-clad existing standing-seam roof panels, gutters and downspouts. Clad fascia with metal and cover soffit with ventilated metal panels for a complete weather-tight, 25-year warranted system including paint and substrate. Install engineered snow guard system.
- Phase Three (Courthouse Option 1) -- Remove stone ballast and install low-pitch metal trusses over existing EPDM. Clad all perimeter with edge metal, and collect and discharge water into new metal gutters and downspouts. The Contractor shall connect to existing stormwater piping. Modify existing HVAC equipment as required to accommodate new elevation. Install engineered snow guard system.
- Phase Three (Courthouse Option 2) – Remove stone ballast and install a hybrid system of low and high-pitch trusses. Pitches on lower roof lines are to be higher to improve visual appeal. High-pitch trusses will terminate into upper (windowless) wall sections. Visible sections of the upper wall are to be clad in matching wall panels. Clad all perimeter with edge metal, and collect and discharge water into new metal gutters and downspouts. Install engineered snow guard system.

Project Scope:

- Courthouse -- retrofit 18,618 sq. ft. of existing ballasted EPDM roof with a metal truss and standing-seam panel system; Administration Building -- remove and replace 7,688 sq. ft. of existing standing seam panels, gutters, downspouts, clad soffit and fascia.
- Evaluate site conditions, owner requirements and building codes; design roof replacement project to not exceed the budget of \$1,075,941. It is understood collaboration between all parties of the agreement will be necessary to discuss value engineering and other cost-saving measures to stay within the project budget.
- Provide guaranteed maximum price of construction.
- Provide all labor and material to complete all work detailed in the construction drawings. Upon completion, submit an As-Built Record drawing certified by all design professionals. Submit a hard copy and in electronic format.
- Conduct monthly progress meetings, update project schedule and appear before the Watauga County Board of County Commissioners for a final report upon completion of the project and all deliverables including manufacturer's warranty for all materials.
- Submit budget for architectural and engineering services in sufficient detail to determine the fee for each design professional.
- Secure permit from Town of Boone. (County will pay cost of permit fee.)

- Provide construction administration services and submit pay application in a manner acceptable to the Watauga County Finance Office.

Anticipated Budget: \$1,075,941 (funded in FY 19-20)

Project Schedule:

- August 20, 2019 – Response to RFQ due
- August 21-28, 2019 -- QBS selection committee evaluation of responses
- August 30, 2019 – Award of DB contract
- September 9, 2019 – NTP
- Construction date to be determined and stated in the DB contract

HUB Participation: Successful DB firm shall strive to meet Watauga County's 3% participation goal

Minimum Qualifications:

- Design-Build Lead – Properly licensed in the State of North Carolina in the appropriate classification in which to perform this work. Provide other professional services by those appropriately licensed to perform work in the State of North Carolina.
- Possess the ability to secure a payment and performance bond in the full amount of the project value, and maintain sufficient insurance coverage throughout the duration of the project.
- Successfully completed two retrofitted metal roof projects of similar size and scope within the past five years.
- Design Professional – Appropriately licensed in the State of North Carolina, and provide professional liability coverage in the amount of \$1.0 million dollars.

Design-Build teams shall submit in their responses an explanation of their project team selection including either of the following:

- A list of licensed contractors, subcontractors and design professionals whom the DB team proposes to use for the project's design and construction
- An outline of the strategy the DB team plans to use for open contractor and contractor selection based upon the provisions of NCGS Article 8, Chapter 143

Evaluation Criteria:

- Design-Build Firm Experience (30 Points): Responders shall list all relevant experience with projects of similar size and complexity, history of meeting project budget and schedule and identify key personnel. Responders shall provide three professional references.
- Project Understanding and Approach (30 Points): Responses shall demonstrate an understanding of the project goals and objectives. Responses shall include a preliminary project schedule, staging of materials and clearly address key project milestones.

- Design Professionals' Experience and Qualifications (30 Points): Responders shall list all relevant project experience. Provide three professional references.
- Safety and Protection of Owner's Property (10 Points): Responders shall submit a plan addressing worker and public safety and also describe efforts to protect building interior from stormwater intrusion.

Design-Build Firm Selection:

The County's project evaluation committee will make a recommendation to the Watauga County Board of County Commissioners based upon the review of all RFQ submittals and points awarded after review of submittals and interviews with short-listed responders. The Board will take into consideration the committee's recommendation and award if deemed to be in the best interest of the County. The successful responder shall be prepared to submit a detailed written proposal including: scope of work, staffing plans, project schedule and a design fee proposal post award by the Board.

The County may withdraw this RFQ, reject qualifications or any portion thereof at any time prior to award.

Interested parties may send a request for information regarding this project by email to Robert.Marsh@watgov.org.

Responses to this RFQ are due by 2:00 p.m. on Tuesday, August 20, 2019, at the Watauga County Maintenance Department, 274 Winklers Creek Road, Boone, NC 28607.

**WATAUGA COUNTY ROOF RENOVATIONS 2019-20
DESIGN BUILD CONTRACTOR EVALUATION FORM**

Design Build Firm Name Muter Construction, LLC
 Contact Person John Muter
 Phone # 919-404-8330 E-mail jmuter@muterconstruction.com

MINIMUM QUALIFICATIONS

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. NCGC License # <u>73095</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Ability to secure bond <u>\$25 million</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Completed two jobs of similar scope since 2013
<u>Selma Middle \$3,940,000</u>
<u>Cleveland Elem. \$2,156,000</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Lead designer licensed in NC <u>P1817</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. Identify lead professionals for design and construction
<u>Muter Const: Admin, Pre-con, Const, Mgmt.</u>
<u>Wolf Trail Eng: Structural engineering, roof consulting</u>
<u>MRS: Materials, warranty</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

EVALUATION

Experience:

- | | |
|--|---------------------------|
| 1. List relevant projects (20 pts.)
<u>Selma Middle School, Johnston Co., NC \$3,940,000</u>
<u>Cleveland Elem. School, " " " \$2,156,000</u> | <u>Score</u>
<u>15</u> |
| 2. List Design Build contracts for state or local government (10 pts.)
<u>NCSU Creamery (new building) \$900,000</u> | <u>4</u> |
| 3. List Design Build contracts for private firms (5 pts.)
<u>Brunswick County Medical Offices</u>
<u>Country Club of Landfall</u> | <u>2.5</u> |
| 4. History of meeting project budgets (5 pts.)
<u>NCSU - project 75% an in budget</u>
<u>Selma + Cleveland - Within budget</u>
<u>Brunswick Co. Medical - under budget.</u> | <u>5</u> |

- 5. History of meeting project schedules (5 pts.) 5
Selma & Cleveland schools. Out preformed other contractors working on very similar project in Johnston County.
- 6. Key personnel (2.5 pts.) 2.5
Muter - John Muter, Jake Bowman
Wolf Trail Eng - Doug Buchanan, PE, Nelson Hall
MRS - Peter Ryan, Ryan Sigman
- 7. List three professional references (2.5 pts.) 2.5
Gary Cartwright NCSU 919-795-9110
Greg Driver, UNC-CH, Director Engineering 919-801-0366
Ross Renfrow, Superintendent, retired 804-747-0305

Project Understanding (20 pts.):

- 1. Staging of materials (10 pts.) visited site w/ team prior to mtg. 10
- 2. Project milestones (10 pts.) See handout 10

Design Professional Experience (20 pts.):

- 1. Design professional references (5 pts.) 5
Joe Walbert, PE Mecklenburg Co. 704-634-7427
Danay McManus, Union Co. Schools 980-521-0014
Allen Courtwright, JAARS 704-654-5461
- 2. Relevant project (15 pts.) 15
Unionville Elem, \$850,000 and Monroe High \$600,000

Safety (10 pts.):

- 1. Safety and protection of property plan (5 pts.) 5
 - 2. Safety record (5 pts.) 5
- (1) OSHA reporting violation. No fine or citation
 No onsite accidents or injuries
- TOTAL SCORE 86.5

I have reviewed the Design Build firm's RFQ and found it to meet (circle one) not meet (circle one) minimum qualifications. My rating for all evaluation criteria totals a score of: 86.5.

Evaluator Signature: 
Date: 9-13-19

* WBE HUB certified with the state.



Muter Construction | Wolf Trail Engineering | Metal Roofing Systems, Inc

Watauga County Courthouse Metal Roof Retrofit Design-Build

Qualification Response

Jake Bowman | Muter Construction | 919-404-8330
100 N. Arendell Ave, Zebulon, NC 27597
jbowman@muterconstruction.com
8-20-2019

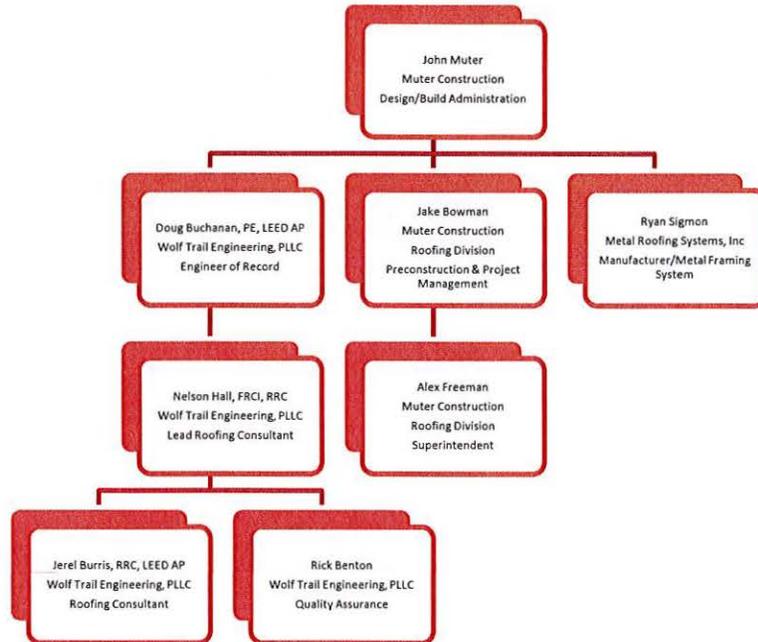
Design Build Team

Our design build team consist of:

Muter Construction- Unlimited Licensed General Contractor (#73095)

SBE Wolf Trail Engineering – Licensed Engineer (NC P1817 | SC 5872)

Metal Roofing Systems, Inc - Manufacturer



Key Personnel

The following key personnel will be assigned to the Watauga County Courthouse Metal Roof Retrofit project for its duration.

- **John Muter-** Project Executive (50% Preconstruction / 50% Construction)
- **Doug Buchanan, PE, LEED AP** – Project Engineer (90% Preconstruction / 10% Construction)
- **Nelson Hall, FRCI, RRC** – Lead Roofing Consultant (75% Preconstruction / 25% Construction)
- **Jerel Burris, RRC, LEED AP** – Roofing Consultant (50% Preconstruction / 50% Construction)
- **Rick Benton** – Quality Assurance (10% Preconstruction / 90% Construction)
- **Jake Bowman-** Project Manager (50% Preconstruction / 50% Construction)
- **Alex Freeman-** Superintendent (5% Preconstruction / 95% Construction)
- **Ryan Sigmon-** Manufacturer (50% Preconstruction / 50% Construction)



Design-Build Lead- Muter Construction’s History & Experience

LIMITED LIABILITY COMPANY ANNUAL REPORT
 NAME OF LIMITED LIABILITY COMPANY: Muter Construction, LLC
 SECRETARY OF STATE ID NUMBER: 1227837 STATE OF FORMATION: NC
 REPORT FOR THE CALENDAR YEAR: 2019
 SECTION A: REGISTERED AGENT'S INFORMATION
 1. NAME OF REGISTERED AGENT: Patty J. Anthony
 2. SIGNATURE OF THE NEW REGISTERED AGENT: _____
 3. REGISTERED OFFICE STREET ADDRESS & COUNTY: 1330 St. Mary Street, Suite 200 Raleigh, NC 27605-3334 Wake County
 4. REGISTERED OFFICE MAILING ADDRESS: 1330 St. Mary Street, Suite 200 Raleigh, NC 27605-3334
 SECTION B: PRINCIPAL OFFICE INFORMATION
 1. DESCRIPTION OF NATURE OF BUSINESS: General Contractor
 2. PRINCIPAL OFFICE PHONE NUMBER: 919-434-8318
 3. PRINCIPAL OFFICE EMAIL: Patty.Restacion
 4. PRINCIPAL OFFICE STREET ADDRESS & COUNTY: 100 N. Arendell Ave Zebulon, NC 27597-2602
 5. PRINCIPAL OFFICE MAILING ADDRESS: 100 N. Arendell Ave Zebulon, NC 27597-2602
 SECTION C: COMPANY OFFICERS (Enter additional company officers in Section E)
 NAME: Beth S Muter TITLE: Manager ADDRESS: 1816 NC Highway 97 East Zebulon, NC 27597
 NAME: John D Muter TITLE: Member ADDRESS: 1816 NC Highway 97 East Zebulon, NC 27597
 SECTION D: DESIGNATION OF ANNUAL REPORTS (Section D is not to be completed if the member is a corporate business entity)
 Beth S Muter 2/3/2019
 Beth S Muter Manager

John and Beth Muter started Muter Construction in November of 2012. John has more than 40 years of construction experience and Beth has over 25 years of experience as a chief financial officer in the construction industry. John and Beth are very active with State Construction and enjoy helping public owners with their construction needs. John has been a key player in helping the State to develop CMAR and Design Build delivery laws as well as the procedures. Today Muter Construction has three divisions: Building, Site Work/Utilities and Roofing/Pre-Engineered Metal Buildings with annual revenues of more than \$18 million and projected to be more than \$28 million in 2019. Muter Construction has more than 30 employees and self-performs site work, concrete, carpentry, metal building erection, roofing and utilities.

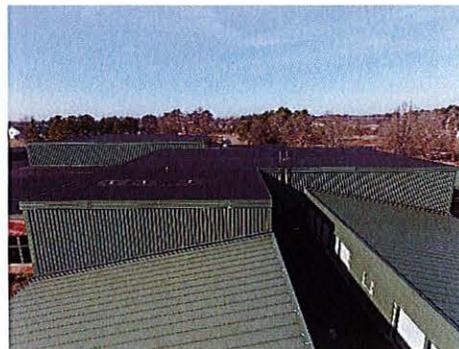
Muter Construction’s Metal Roof Retrofit Experience

In 2018 Muter Construction completed two metal roof retrofit projects with **Metal Roofing Systems, Inc.** for Johnston County Public Schools- **Selma Middle School** and **Cleveland Elementary School**.

Selma Middle School	\$3,940,000	Completed November 2018
Cleveland Elementary School	\$2,156,000	Completed October 2018



Both projects consisted of metal roof retrofits over existing membrane roofs. They required the demolition of skylights and related interior renovations to lighting and suspended ceilings, re-routing of mechanical elements, as well as some site utility work to accommodate the roof drains.



Because these were occupied schools, phasing and safety were paramount concerns. We worked diligently with administrators and staff to ensure the safety of staff & students and to ensure classes could continue with minimal disruption.

Wolf Trail Engineering History & Experience

Wolf Trail Engineering, PLLC was formed in February 2018 to combine the skills and expertise of our two legacy firms: Buchanan Engineering, PLLC and Nelson Hall & Associates, Inc. The relationship between Doug Buchanan, PE, LEED AP and Nelson Hall, FRCI, RRC began around 17 years earlier with a dramatic roof event on a facility owned by Mecklenburg County. Mr. Buchanan was a project manager for Mecklenburg County, and Mr. Hall provided roof consulting services to assist with resolving the issue (the roof had collapsed under the weight of rainwater!). The client-consultant partnership continued for many years and evolved over time to become the business partnership it is today. The other members of our team Jerel Burris and Rick Benton have been customers and or employees for over fifteen years. Jerel joined our team 16 years ago from the Field Crest Cannon Engineering Department and Rick Benton started with us this year after twenty plus years with Union County Public Schools Facilities Department. Together this team has worked on over one hundred million dollars, worth of roof installations and roof retrofits.

Wolf Trail Engineering Metal Retrofit Experience

Wolf Trail Engineering's history of metal roof upfits is extensive, and we draw from over 130 years of combined experience with the issues that will be encountered on the Watauga County Courthouse Project. We understand that every project and client will present new challenges, which our experienced staff can address. We have a long history of providing solutions that provide a service-life well in excess of the required warranty period, while also minimizing remedial/preventative maintenance. We rely on details and designs, much of which was developed in-house, on our metal roof projects. Our designs provide watertight systems with minimal reliance on sealants as a permanent waterproofing component.

Two recent metal roof retrofits we completed were for Union County Public Schools – **Unionville Elementary School** and **Monroe High School**.

Unionville Elementary School	\$850,000	Completed November 2016
Monroe High School	\$600,000	Completed October 2017

Both of these projects consisted of metal roof retrofits using **Metal Roofing Systems** products. Unionville Elementary was an installation of a metal roof over an existing metal roof, which involved the design and installation of a support system on top of the existing metal roof to correct deficiencies in the original design. Monroe High School involved the design and installation of a support system on part of the existing sloped metal roof and on portions of the adjoining walls in order for the new system to have proper slope and be able to





cover over the existing windows.

Like Muter's examples above, both schools were occupied during the project, and phasing and safety were paramount concerns.

Metal Roofing Systems Background & Experience

Metal Roofing Systems, Inc. (MRS) was founded in 2001 with a focus on supporting roofing contractors with quality metal roofing products at competitive pricing. Though MRS (and its sister companies) have 12 locations in four states, our original manufacturing plant is in Stanley NC, less than 80 miles from the Watauga Courthouse complex. Thus, we are ideally situated to support this project with "just-in-time" deliveries of material to the project site. This will make it easier for the normal courthouse activities to continue since less parting space will be required for stored materials on site.

We understand how critical the phasing of reroofing projects can be, since MRS has over 1,000,000 SF of projects completed that are similar to the requirements at Watauga Courthouse where you have both slope build-up framing needed in some areas along with new metal roofing over existing metal roofing. Below is a partial listing of some of these projects that MRS has successfully completed.

One of the reasons that MRS has successfully manufactured and completed so many retrofit projects is because of the over 100 years combined experience of our technical engineering, manufacturing and project management team. They work closely with the roofer in the design phase to consider framing approaches to keep the owner dry during the actual construction process along with offering 20-year watertight warranties upon completion of the project. This attention to detailing during design is supported later in the field where our field technicians actual work with the roofer on site to adjust for actual field dimensions which ensures the project schedule is maintained.

Since MRS has successfully done projects with both Wolf Trail Engineering and Muter Construction, we have a proven track record of working together as a team to meet an owner's requirements. MRS's unique contribution to this team is to both support the design of the framing members and to manufacture top quality products. We start by using metal roofing materials that have a proven service life of over 100 years, over which we provide a 3-year paint finish warranties that are the best in the industry.

The best products in the world still count on their successful installation to provide the long-term performance you are looking for. This is how MRS is unique among metal roofing manufactures. In order to assure an owner a successful project, we provide a project manager, whose role is to coordinate between the manufacturing plant and the contractor's field forces. Your project manager would be **Ryan Sigmon** who has over 15 years of successful projects with MRS. This is especially important to keep the phased flow of materials ongoing to this restricted site, such that the project schedule is maintained. His field engineering expertise will



help the design team quickly adjust to any as build conditions that develop during the retrofit process while working with and around the HVAC units.

This project management support is further augmented by our field installation technicians who inspect the work to help maintain quality construction and address the unusual conditions that are often a part of most reroofing projects. Again, with the MRS Headquarters and manufacturing being less than 80m miles away it makes us a very well positioned member of this design build team.

Our contribution to this team will be to live up to the MRS motto of “faster, better, smarter, period” by doing whatever it takes to provide products and support to ensure the success of this project.

Metal Roofing Systems, Inc. Slope Built-Up Projects

Job Name	Square Footage	Project Completed Dates
Sevierville Community Ctr. Roof Replacement	53,690	April-2019
Lenoir City Readiness Center	9,920	February-2019
Manns Harbor Shipyard Roof Replacement	31,010	February-2019
South Johnston High School Field House	4,710	December-2018
JBAB Building 121 Roof Replacement	9,730	December-2018
NCDOT Hertford Div. 1 Roof Replacement	14,110	December-2018
Fort Eustis Bldg. 2402	19,140	July-2018
Selma Elementary School	57,330	December-2017
Selma Middle School	119,660	December-2017
South Johnston High School	166,210	December-2017
Cleveland Elementary School	75,110	October-2017
Lanier Elementary School Roof Retrofit	60,250	September-2017
Unionville Elementary School	87,300	November-2016
Chester County Government Complex	34,500	March-2016
South Robeson High School	34,000	January-2014
Field Maintenance Shop & AMSA Reroofs	18,804	September-2013
Western Wake Phase 1 Disinfection Building	38,000	March-2013
Combat Pool Building 610	5,885	August-2012
North Mecklenburg Animal Hospital	9,875	July-2012

Safety and Protection of Owners Property

Safety and protection are at the top of the list for Muter Construction. Finding that balance between the security and safety of the building needs is an integral part of Muter Construction's brand. Our Statement is Customers For life. That not only means building owners but also everyone that works, plays, learns and uses that Building. A lot of people rely on your building, the contents, and the people that use this building daily.

One of the primary performance requirements of our team is to keep the interior space dry. All Roofs and walls must shed rainwater and resist water penetration. During the construction process we will ensure that our foreman check and double check all penetrations and night tie ins. This process is time consuming and is not always 100% failsafe. To ensure that we can limit the water intrusion to a minimum we require that we check the building with in 1 hr. of any substantial rain event and that any leaks are found, diagnosed, and resolved before any major damage occurs.

Protecting the facility and assets from unauthorized persons is an important part of our protection and safety plan. Depending on the building type, acceptable levels of risk, and decisions made by the owner should be implemented to protect people, assets, and structure. We always require some sort of identification. This could be personal ID cards or High visibility clothing that will be labeled with our company name. We strongly request that only the foreman or superintendent have access to the interior space and that all employees, and visitors sign into the jobsite trailer every day. We keep an extensive log and preform background check on all employees, subcontractors, and vendors.

Lastly, but most important, Construction site can be extremely dangerous. We have a safety plan that will be in place for not only the construction personal but all persons that enter the site. This is ALL persons. We take safety very seriously and we expect the owners and the team to all adhere to every rule. We also want to protect all individuals that are not part of the construction process. The public can be very curious and want to know what's going on. They may find themselves too close to the action. We want all people to go home safety every night to their families and protect the public from any harm in the process. We will take all steps to make sure that any falling objects, rigging, scaffolding, ladders and other items are handled in a safe manner that the public will not be affected or put into any dangerous situation. And always the foreman, superintendent, and project manager will always be on call for any issues that may arise.

Design-Build Experience

Below you will find projects which demonstrate Muter Construction’s ability to provide solutions which produce the quality our clients expect while staying within their budgetary goals and also our ability to work with our client to ensure the safe use of occupied facilities throughout the project duration.

Brunswick County Medical Office Building, Bolivia, NC

One of the best examples of great estimating is our Design Build Project in Brunswick County, NC for a medical office building developer. Based on the market rate for leases in the area the design the developer had from his architect would not allow the project to move forward. It was over budget and he couldn’t simply ask for more money from his client. Our job was to get the project in budget.

Muter Construction was hired as the Design Builder for the project. The first thing we did was convert the structure from a structural steel framed building to a pre-engineered building which saved about \$10/sf then we changed the roof from a TPO to a metal roof that was integral to the pre-engineered metal



building. This saved an additional \$7/sf. These two changes saved over \$175,000 and allowed the developer to stay on schedule and deliver the building to his client.

Total Project Cost: \$892,000
Scheduled Completion: 183 Days
Actual Completion: 182 Days
Reference:
 Austin Koon
 Davis Moore Capital
 2501 Blue Ridge Rd #330
 Raleigh NC 27607
 919-417-8800
 akoon@davismoorecapital.com



The Country Club of Landfall- Nicklaus Clubhouse Renovation, Wilmington, NC

Muter Construction worked with Marsh & Associates to renovate 35,776 SF of the Nicklaus Club House incorporating luxurious interior finishes as well as beautifully crafted exterior features.



We worked with our client and the architect to implement lavish interior and exterior renovations while providing our client and club members the

freedom to continue operations throughout the project in a safe environment.

The project consists of spacious covered porches, open terrace with bar, dining areas, bar & grill area, a tavern, member meeting spaces, card room, wine storage.

Total Project Cost: \$3,731,813
Scheduled Completion: April 2019
Actual Completion: April 2019
Reference:
 Jessi Reutter
 800 Sun Runner Pl
 Wilmington, NC 28405
 910-256-8411 (Phone)
 Jessi.reutter@countrycluboflandfall.com



Design Build Approach and Methodology

This is absolutely one of the differentiators that sets our Design Build Team apart from the competition. John Muter is an expert at NC Public Bid Law he has successfully bid more than \$1.0 billion worth of NC public construction projects without a single protest or any issue. We are excited about the opportunity to showcase our skills with implementing and integrating the requires of Article 8 of Chapter 143 of the General Statues and the design build statues. Additionally, the amount of work that we will have to bid will be very small since Muter Construction can utilize its own roofing division. This team will have more than 80% of all work under our control which will guarantee cost and schedule compliance.

We will have a single point of contact from the beginning to the end of the project, **Jake Bowman**. We believe that this project requires the best our team has to offer. We want this project to be an example for others to follow. John Muter and Jake Bowman will work closely with Wolf Trail Engineering during design and Jake Bowman during the construction phase to meet the requirements for the project.

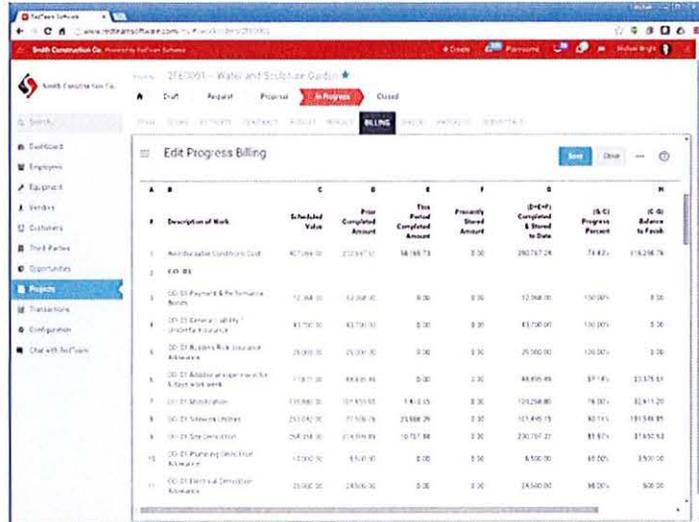
Value Engineering (VE): A key challenge in the design and project delivery will be to meet the project objectives within the project budget. As the name implies, value engineering is a process to prioritize elements in the design according to their cost and benefit. Through this process the owner should receive the highest benefit for the costs expended. Our process will work closely with the owner, contractor, and designer to understand the essential priorities for the project and how to allocate the budget accordingly.

At the end of design development our collaborative team will have a high level of confidence that the design and budget are aligned. Of course, material costs are always in flux and pricing subject to change, so a design contingency will be built into the budget to absorb any market driven changes prior to final bidding.

Constructability Issues: This continuation of estimating thru the design development stage is continuous. As we get updated design information from the engineer we will immediately send out updated budgets. This allows us to keep the preliminary construction cost current. This stage of estimating involves few key trades with input on constructability, review of project details w/recommendations and application of building materials and systems. We use ProEst Estimating software with an integrated onscreen takeoff tool. This software allows us to drill down on costs and make detail comparisons.

Cost Model/Estimates: Our team estimates more than \$20 million per month in this local market. We have a great handle on precise cost estimation. Accurate estimating combined with current local cost information are the main keys to project cost control. It starts with a commitment to quantify estimates and analyzing every detail available. This begins at the program and schematic design phase of the project. Then, at a preliminary stage, establishing outline specifications in order to provide a conceptual estimate based on the project components, anticipated systems, local cost history, and factors for regional market conditions. We will use these budgets and clarifications as the point of control from this point forward. **You as the Owner will be able to rely in the accuracy of this teams cost estimating.**

Project Cost Control/Tracking: The software used to track cost of our projects is RedTeam Project Management and Timberline/Sage Accounting. Through the use of this software, we track the buyout, commitments, job cost to date, and forecast at completion. The Project Manager accurately tracks job cost (subs, vendors, direct labor & material) by allocating cost codes to the different items that make-up each portion of the work. Subcontractor invoices are scrutinized for material delivered on site and percent complete. In turn, they are cross-referenced with our Pay Application to the Owner to ensure accuracy for percentage complete. Vendor invoices are matched against purchase orders prior to being processed. All of these processes are checked by a project accountant and signed off by the Project Manager.



#	Description of Work	Scheduled Value	Price Completed Amount	Final Completed Amount	Priority	Priority Start Amount	(% of) Completed & Started to Date	(% of) Progress Percent	(% of) Balance to Finish
1	Administrative Contractors Cost	407,000.00	222,547.00	184,165.75	0.00	280,737.24	75.4%	118,236.76	
2	400-00								
3	00-01 Payment & Pre-Terminal Bonds	12,300.00	12,300.00	0.00	0.00	12,300.00	100.0%	0.00	
4	00-01 General Liability / Property Insurance	83,700.00	83,700.00	0.00	0.00	83,700.00	100.0%	0.00	
5	00-01 Builders Risk Insurance Advance	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%	0.00	
6	00-01 Additional equipment for & cost work work	119,700.00	88,600.88	0.00	0.00	88,600.88	87.4%	31,099.12	
7	00-01 Mobilization	135,000.00	107,835.55	140,000.00	0.00	124,254.80	78.0%	60,745.20	
8	00-01 Subcontract (Other)	233,042.00	177,506.78	233,042.00	0.00	177,506.78	76.1%	155,535.22	
9	00-01 Site Construction	264,218.00	214,004.89	10,757.88	0.00	230,707.21	87.3%	133,460.79	
10	00-01 Paving/Drain/Flat Retention	12,000.00	8,500.00	0.00	0.00	8,500.00	70.8%	5,500.00	
11	00-01 Earth and Concrete Retention	25,000.00	24,000.00	0.00	0.00	24,000.00	96.0%	500.00	

Requests for Information (RFI's): Muter Construction utilizes a formalized RFI (Request for Information) process using Redteam Software to have official documentation of clarifications, detailing or scope. Our approach is to propose solutions to Watauga County rather than to merely raise issues. To minimize time and allow the project team to focus on solutions, our standard RFI form includes a section for Contractor / Subcontractor suggestions and we typically attach photos to aid in resolution. We will submit RFI's to confirm a proposed solution to a constructability issue or if needed to ask for clarification on an aspect of the design.

Quality Assurance/Control: We are committed to achieving the highest level of quality in our projects. This commitment is continuous throughout the project. We will not utilize substandard material in order to minimize cost. We will not compromise quality in order to salvage lost time or meet a project schedule. Specifically, the Superintendent is accountable for monitoring quality on a daily basis. The Project Manager and Principals of Muter Construction are actively involved to ensure that the Owner is receiving the maximum quality in return for their investment.

Schedule & Staffing Plan: Simply, time is money to everyone involved. Therefore, using our experience and scheduling software, we will determine the least amount of time that the project can be completed. Our proposal and GMP will reflect that analysis. This aggressive schedule will be a part of the bid packages and will ingrain the importance of schedule into the project team. Currently, we use Microsoft Project for our project schedules. It is simple to use and update. Subcontractors understand it and are not over-whelmed by a massive schedule. Upon subcontractor award, this schedule is reviewed during the scope review process and the importance reiterated. The schedule is monitored through weekly coordination meetings and updated monthly or more frequently as required. We have the expertise to properly evaluate



delays or a lost day so that, any lost production is recovered. At times, Owners have specific needs or portions of a project need to be expedited, we rise to these challenges whenever they occur. The project schedule is a non-negotiable commitment by everyone involved in the execution of the project. This commitment starts by assembling the right people, subs, and vendors.



Attachments:

Surety Letter

GC License

Muter Construction Resumes

John Muter

Jake Bowman



Marsh & McLennan Agency LLC
5605 Carnegie Boulevard, Suite 300
Charlotte, NC 28209
+1 704 365 6213
Fax - 1 704 365 6214
www.marshmma.com

June 20, 2019

Re: **Muter Construction LLC**

Dear Sir or Madam:

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to Muter Construction LLC for single projects of \$25,000,000 and an aggregate uncompleted backlog of \$45,000,000. This is not to be construed as a maximum allowance of surety credit on behalf of Muter Construction LLC. Zurich/F&D is rated "A+" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best, has a US Treasury Limit exceeding \$500 million and is licensed to do business in the state of North Carolina.

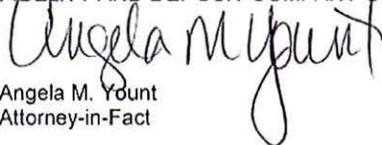
We will be pleased to issue 100% Performance and/or Payment Bonds on behalf of Muter Construction LLC in any instance they may require, provided they are awarded a contract which is satisfactory to all parties. Issuance of said bonds shall be subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Muter Construction LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to call.

Sincerely,

ZURICH AMERICAN INSURANCE COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Angela M. Yount
Attorney-in-Fact

License Year

2019

License No.

73095

North Carolina

Licensing Board for General Contractors

This is to Certify That:
Muter Construction, LLC
Zebulon, NC

is duly registered and entitled to practice
General Contracting
Limitation: Unlimited
Classification: Building

until

December 31, 2019

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2019

This certificate may not be altered.



J. T. [Signature]
Chairman

C. Frank Wiesner
Secretary-Treasurer



John D. Muter

President

Muter Construction

EDUCATION:

Bachelor of Science Degree in Construction Technology
Bowling Green State University 1984



John has over 34 years of experience in Construction and is a leader in North Carolina Construction Management at Risk and large complex projects. He is well-known and respected throughout the state for his advances in public construction. John is the Chairman of North Carolina's State Building Commission and is often asked to serve as a guest speaker regarding various construction topics and regularly participates as an industry expert on panel discussions regarding construction issues. John started Smoot's office in Indianapolis and grew it to \$35 million annually. In 1998 when he went to Barnhill Contracting they were doing approximately \$30 million per year and were not known as a vertical contractor. When John left in 2010 the building division was doing over \$225 million annually and was one of the most highly respected General Contractors in North Carolina.

SIGNIFICANT PROJECT EXPERIENCE:

Guilford County Schools – Over \$100 Million:

Eastern Guilford High School - CMAR

Reedy Fork Elementary - CMAR

Southeastern Middle and High Schools – CMAR (Preconstruction Only)

Harriston Middle School

Faulkner Elementary School

The New Raleigh Convention Center

\$225 Million New Construction 500,000 SF

LEED Silver - CMAR

New Residence Halls Phase I and II

University of North Carolina at Chapel Hill

\$100 Million, 725,200 SF - CMAR

Blue Cross Blue Shield of North Carolina Headquarters

LEED Gold

2009 Award of Excellence in Green Building

\$28 million, 5 Story Building, 6 Level Parking Deck, 100,000 SF - CMAR

Global Education Center

University of North Carolina at Chapel Hill

\$35 Million, 85,000 SF, 2-Story Underground Parking Deck - CMAR

North Carolina Museum of Art Expansion

\$86.1 Million, Addition 127,000 SF - CMAR

North Carolina K-12 Public School Construction

Over \$500 million, Various counties Throughout NC

Fed-Ex Distribution Center, Indianapolis, IN \$100 Million

City of Indianapolis Capital Improvement Program \$530 Million

Columbus Public Schools Capital Improvement Program \$107 Million

EXPERIENCE

MUTER CONSTRUCTION

ZEBULON, NC

PRESIDENT/PRESENT

NEW ATLANTIC CONTRACTING

WINSTON SALEM, NC

PRESIDENT/COO 2 YEARS

BARNHILL CONTRACTING

RALEIGH, NC

**VICE PRESIDENT OF THE BUILDING
DIVISION 12 YEARS**

SMOOT CONSTRUCTION

INDIANAPOLIS, IN

**VICE PRESIDENT INDIANAPOLIS
5 YEARS**

SMOOT CONSTRUCTION

COLUMBUS, OH

**PROJECT EXECUTIVE, PROJECT
MANAGER 5 YEARS**

HARRY PEPPER & ASSOCIATES

JACKSONVILLE, NC

**PROJECT MANAGER, PROJECT
ENGINEER 5 YEARS**

EXPERIENCE SUMMARY:

- LARGE COMPLEX PROJECTS
- CM @ Risk
- PUBLIC CONSTRUCTION
- JOINT VENTURES
- BUSINESS DEVELOPMENT
- POLITICAL & LEGAL ISSUES
- PROFIT DRIVEN
- CUSTOMER SERVICE FOCUS
- GREAT LEADER

LOCATION:

ZEBULON, NC

OUTSTANDING REFERENCES GIVEN
UPON REQUEST



Jake Bowman

*Project Manager
Muter Construction*



EDUCATION:

Jake works as a Project Manager and Superintendent on most of his projects at Muter Construction. Jake is a very hands-on builder. He has great customer service skills and works well with all subcontractors. Jake's skills as a carpenter, framer and roofer are true assets to all of the clients and projects he manages. Jake was an estimator/project manager for a local commercial roofing contractor prior to starting at Muter Construction. He managed and estimated large commercial projects. He also served as the companies' safety director. Jake was eventually promoted to Operations Manager and was responsible for scheduling and purchasing on all projects including labor management and material deliveries.

SIGNIFICANT PROJECT EXPERIENCE:

- *Ft. Fisher DFAC Building #142 Renovation - \$1,389,475*
- *Pullen Aquatic Center Improvements - \$1,360,695*
- *Selma Middle School Metal Roof Retrofit - \$3,940,000*
- *Chatham County Environmental Headquarters-\$1,100,000 New Construction*
- *NCSU Hazardous Storage Facility-\$425,000 New Construction*
- *Orange County Magistrates Office-Historic Renovation*
- *West Edgecombe-\$200,000 retro-roof and structural repairs*
- *Cedar Grove Community Center Roof Replacement-\$450,000 tear off and reroof with new TPO and tapered insulation*
- *City of Salisbury-Shingle Roof Replacement*
- *Sunset Ridge Building 1 & 2 lobby renovations*
- *Rex Wellness Center-Locker Room Renovation*
- *Hertford County-HVAC renovation project*
- *Century Link Rocky Mount-Server Room Renovation*
- *PWC – Fayetteville - \$280,000 Single Ply re-roofing, PVC roof systems*
- *Sinclair Building – Davidson Community College - \$460,000 Metal panel retro fit roof system*
- *Residence Inn Durham Historic district Durham, NC – PM \$800k site package*

EXPERIENCE

**MUTER CONSTRUCTION
ZEBULON, NC
PROJECT MANAGER**

**SUPERINTENDENT, CAROLINA
REMODELING CORPORATION**

**PROJECT MANAGER/ESTIMATOR,
TRIANGLE ROOFING SERVICES INC.**

EXPERIENCE SUMMARY:

- OSHA 30 HR
- MBCI CERTIFIED INSTALLER
- SAFETY DIRECTOR
- PROJECT ESTIMATING

**LOCATION:
ZEBULON, NC
REFERENCES GIVEN UPON
REQUEST**

AGENDA ITEM 7:**MAINTENANCE MATTERS*****B. West Annex Culvert Replacement Bid Award*****MANAGER'S COMMENTS:**

The Board waived the County's local policy requiring three (3) bids for informal projects as defined by the North Carolina General Statutes at the September 3, 2019 meeting. The County requested bids to be submitted and opened on September 10, 2019 for the West Annex (Cooperative Extension Building) culvert replacement. Approximately seven contractors were solicited and four contractors requested plans for review. Three (3) bids were not received and the project was re-advertised with a deadline of September 18, 2019 in an effort to obtain additional bids. Only one bid was received and opened on September 18, 2019. The bid was responsive and met all of the requirements per the bid specifications. J.W. Hampton submitted the bid in the amount of \$254,293.50 which is less than the project budget. Adequate funds are available in the current budget.

Due to the timing issue and per Board authorization, staff approved J.W. Hampton's bid in the amount of \$254,293.50. Staff would request that the Board formally award the bid to J.W. Hampton in the amount of \$254,293.50.

NOTICE OF AWARD

Date of Issuance:

Owner: Watauga County Owner's Contract No.:
Engineer: Alan J. Crees, Municipal Engineering Services Co., P.A. Engineer's Project No.: B19004
Project: Watauga County Cooperative Extension Storm Drainage Repairs Contract Name: Watauga County Cooperative Extension Storm Drainage Repairs
Bidder: The J.W. Hampton Company
Bidder's Address: 3632 Old 421 South Boone NC 28607

TO BIDDER:

You are notified that Owner has accepted your Bid dated **09.18.19** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Watauga County Cooperative Extension Storm Drainage Repairs

The Contract Price of the awarded Contract is: **\$254,293.50.**

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):_n/a

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: *Watauga County*
Deron T. Geougue
Authorized Signature

By: *Deron T. Geougue*
Title: *County Manager*

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

9-23-19
Date *[Signature]*
Finance Director

Copy: Engineer



NOTICE TO PROCEED

Owner:	Watauga County	Owner's Contract No.:	
Contractor:	The J.W. Hampton Company	Contractor's Project No.:	
Engineer:	Alan J. Crees, Municipal Engineering Services Co., P.A.	Engineer's Project No.:	B19004
Project:	Watauga County Cooperative Extension Storm Drainage Repairs	Contract Name:	Watauga County Cooperative Extension Storm Drainage Repairs
		Effective Date of Contract:	09.23.19

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **September 23, 2019**. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is **November 22, 2019**, and the date of readiness for final payment is **December 22, 2019**.

Before starting any Work at the Site, Contractor must comply with the following:

ALL INSTREAM WORK MUST BE COMPLETED BY OCTOBER 15, 2019.

THE PARKING LOT MUST BE ACCESSIBLE FOR PARKING ON NOVEMBER 4 & 5, 2019.

Owner:	Watauga County	This instrument has been preaudited in the manner required by the local government budget and fiscal Control Act.
	<i>Deon T. Gougeon</i> Authorized Signature	
By:	Deon T. Gougeon	 Date _____ Finance Director
Title:	County Manager	
Date Issued:	September 23, 2019	

Copy: Engineer

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AGENDA ITEM 8:**PROPERTY TAX APPEAL****MANAGER'S COMMENTS:**

Mr. Warren will present a request from a citizen to apply for Senior Exemption status. The application is required to be filed before June 1st of each year. Staff informed the citizen that both her and her husband's income would be considered because they were still married. The citizen then proceeded to obtain her divorce in June. On August 26, 2019 the citizen came in with a copy of an application where she found at the bottom of the last page a paragraph regarding Late Application upon showing of good cause. The reason for the untimely application was her divorce not being finalized. Staff's recommendation was to deny the application for 2019 in order to not set a precedent for other late filings.

The appeal would have been filed with the Board of Equalization and Review but since this Board has adjourned the appeal is required to be heard by the Board of Commissioners. At the last meeting, the Board tabled a decision until Mr. Warren could provide additional information. Mr. Warren will present additional information at the meeting.

Board action is required to accept or deny the application for Senior Exemption status on the requested property.

AV-9
Web
7-18

Application for Property Tax Relief
Elderly or Disabled Exclusion (G.S. 105-277.1),
Disabled Veteran Exclusion (G.S. 105-277.1C), or
Circuit Breaker Tax Deferment Program (G.S. 105-277.1B)

County of Watauga, NC

Year 2019

Instructions

Application Deadline: This application must be filed by June 1st to be timely filed. You may submit additional information separately if needed.
Where to Submit Application: Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: <https://www.ncdor.gov/documents/north-carolina-county-assessors-list>. DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

Property ID Number			
Last Name of Applicant	First Name	Middle Name	Date of Birth (MM-DD-YY)
<u>Julien</u>	<u>Barbara</u>	<u>Baron</u>	<u>8-5-34</u>
Last Name of Spouse	First Name	Middle Name	Date of Birth (MM-DD-YY)
Residence Address			
<u>315 The High Rd.</u>			
City	State	Zip Code	
<u>Boone</u>	<u>NC</u>	<u>28607</u>	
Mailing Address (if different from residence address)			
City	State	Zip Code	
E-mail Address			
<u>boonebarb215@gmail.com</u>			
Home Telephone Number	Work Telephone Number	Ext.	Cell Phone Number
<u>828 264 4690</u>			<u>828 773 0858</u>

Fill in applicable boxes:

Yes No ➤ Is this property your permanent legal residence?

Addresses of secondary residences (if any):

Yes No ➤ If married, does your spouse live with you in the residence? If you answer No, provide your spouse's address.

Addresses of spouse:

Yes No ➤ Are you or your spouse (if applicable) currently residing in a health care facility? If you answer Yes, fill in applicable circle

Applicant Spouse and indicate current length of stay:

Yes No ➤ As of January 1, 2019 do you and your spouse (if applicable) own 100% interest in the property? If you answer No, list all owners and their ownership percentage (round to the nearest 0.1%):

Owner	%	Owner	%
Owner	%	Owner	%
Owner	%	Owner	%

Note: Separate applications are required for each owner that is claiming property tax relief. If husband and wife own the property, only one application is required.

Part 1. Selecting the Program

Each owner may receive benefit from only one of the three property tax relief programs, even though you may meet the requirements for more than one program.

However, it is possible that the tax rates or tax values may not be established until some time after the filing of this application. This can make it difficult for you to determine which program you prefer. The following procedures will help to resolve this situation.

Applying for One Program

If you know that you only wish to apply for one program, indicate only that program at the bottom of this section. The assessor will review your application and send you a notice of decision. The notice of decision will also explain the procedures to appeal if you do not agree with the decision of the assessor.

Applying for More Than One Program

Each owner is eligible to receive benefit from only one program. However, if you think you meet the requirements for more than one program but, as a result of the uncertainty of tax rates or values at the time of application, you are unable to make a decision on which one program you wish to choose, indicate all of the programs at the bottom of this section for which you wish to receive consideration. When the tax rates and values are determined, the assessor will review your application and will send you a letter notifying you of your options. If the letter indicates that you do not qualify or if you disagree with any decision in the letter, you may appeal. **You must respond to the option letter within the specified time period or it will be assumed that you do not wish to participate in any of the property tax relief programs.** In that case, you will be so notified and you will have the chance to appeal.

Please read the descriptions and requirements of the three programs on the following pages and then select the program(s) for which you are applying:

Fill in applicable circles:

- Elderly or Disabled Exclusion**
- Disabled Veteran Exclusion**
- Circuit Breaker Tax Deferment Program**

You Must Complete:

- Parts 2, 5, 6**
- Parts 3, 6**
- Parts 4, 5, 6**

If you select more than one program, please read ALL of the information on this page!

Part 2. Elderly or Disabled Exclusion

Short Description: This program excludes the greater of the first \$25,000 or 50% of the appraised value of the permanent residence of a qualifying owner. A qualifying owner must either be at least 65 years of age or be totally and permanently disabled. The owner cannot have an income amount for the previous year that exceeds the income eligibility limit for the current year, which for the 2019 tax year is \$30,200. See G.S. 105-277.1 for the full text of the statute. *(10,375)*

Multiple Owners: Benefit limitations may apply when there are multiple owners. Each owner must file a separate application (other than husband and wife). Each eligible owner may receive benefits under either the Elderly or Disabled Exclusion or the Disabled Veteran Exclusion. The Circuit Breaker Property Tax Deferment cannot be combined with either of these two programs.

Fill in applicable boxes:

- Yes No As of January 1, were either you or your spouse (if applicable) at least 65 years of age? If you answer **Yes**, you do not have to file Form AV-9A Certification of Disability.
- Yes No As of January 1, were you and your spouse (if applicable) both less than 65 years of age and at least one of you was totally and permanently disabled? If you answer **Yes**, you must file Form AV-9A Certification of Disability.

- Requirements:**
1. File Form AV-9A Certification of Disability if required above.
 2. Complete Part 5, Income Information.
 3. Complete Part 6, Affirmation and Signature.

Part 3. Disabled Veteran Exclusion

Short Description: This program excludes up to the first \$45,000 of the appraised value of the permanent residence of a disabled veteran. A disabled veteran is defined as a veteran whose character of service at separation was honorable or under honorable conditions and who has a total and permanent service-connected disability or who received benefits for specially adapted housing under 38 U.S.C. 2101. There is no age or income limitation for this program. This benefit is also available to a surviving spouse (who has not remarried) of either (1) a disabled veteran as defined above, (2) a veteran who died as a result of a service-connected condition whose character of service at separation was honorable or under honorable conditions, or (3) a servicemember who died from a service-connected condition in the line of duty and not as a result of willful misconduct. See G.S. 105-277.1C for the full text of the statute.

Multiple Owners: Benefit limitations may apply when there are multiple owners. Each owner must file a separate application (other than husband and wife). Each eligible owner may receive benefits under either the Disabled Veteran Exclusion or the Elderly or Disabled Exclusion. The Circuit Breaker Property Tax Deferment cannot be combined with either of these two programs.

Fill in applicable boxes:

- Yes No I am a disabled veteran. (See definition of disabled veteran above.)
- Yes No I am the surviving spouse of either a disabled veteran or a servicemember who met the conditions in the description above. If you answer Yes, complete the next question.
- Yes No I am currently unmarried and I have never remarried since the death of the veteran.

Requirements: 1. File Form NCDVA-9 Certification for Disabled Veteran's Property Tax Exclusion. This form must first be certified by the United States Department of Veterans Affairs, and then filed with the county tax assessor.
2. Complete Part 6. Affirmation and Signature.

Part 4. Circuit Breaker Property Tax Deferment

Short Description: Under this program, taxes for each year are limited to a percentage of the qualifying owner's income. A qualifying owner must either be at least 65 years of age or be totally and permanently disabled. For an owner whose income amount for the previous year does not exceed the income eligibility limit for the current year, which for the 2019 tax year is \$30,200, the owner's taxes will be limited to four percent (4%) of the owner's income. For an owner whose income exceeds the income eligibility limit (\$30,200) but does not exceed 150% of the income eligibility limit, which for the 2019 tax year is \$45,300, the owner's taxes will be limited to five percent (5%) of the owner's income.

However, the taxes over the limitation amount are deferred and remain a lien on the property. The last three years of deferred taxes prior to a disqualifying event will become due and payable, with interest, on the date of the disqualifying event. Interest accrues on the deferred taxes as if they had been payable on the dates on which they would have originally become due. Disqualifying events are death of the owner, transfer of the property, and failure to use the property as the owner's permanent residence. Exceptions and special provisions apply. See G.S. 105-277.1B for the full text of the statute.

YOU MUST FILE A NEW APPLICATION FOR THIS PROGRAM EVERY YEAR!

Multiple Owners: Each owner (other than husband and wife) must file a separate application. All owners must qualify and elect to defer taxes under this program or no benefit is allowed under this program. The Circuit Breaker Property Tax Deferment cannot be combined with either the Elderly or Disabled Exclusion or the Disabled Veteran Exclusion.

Fill in applicable boxes:

- Yes No As of January 1, were either you or your spouse (if applicable) at least 65 years of age? If you answer Yes, you do not have to file Form AV-9A Certification of Disability.
- Yes No As of January 1, were you and your spouse (if applicable) both less than 65 years of age and at least one of you was totally and permanently disabled? If you answer Yes, you must file Form AV-9A Certification of Disability.
- Yes No Have you owned the property for the last five full years prior to January 1 of this year and occupied the property for a total of five years?
- Yes No Do all owners of this property qualify for this program and elect to defer taxes under this program? If you answer No, the property cannot receive benefit under this program.

Requirements: 1. File Form AV-9A Certification of Disability if required above.
2. Complete Part 5. Income Information.
3. Complete Part 6. Affirmation and Signature.

Part 5. Income Information (complete only if you also completed Part 2 or Part 4)

Social Security Number (SSN) disclosure is mandatory for approval of the Elderly or Disabled Exclusion and the Circuit Breaker Property Tax Deferral Program and will be used to establish the identification of the applicant. The SSN may be used for verification of information provided on this application. The authority to require this number is given by 42 U.S.C. Section 405(c)(2)(C)(i). The SSN and all income tax information will be kept confidential. The SSN may also be used to facilitate collection of property taxes if you do not timely and voluntarily pay the taxes. Using the SSN will allow the tax collector to claim payment of an unpaid property tax bill from any State income tax refund that might otherwise be owed to you. Your SSN may be shared with the State for this purpose. In addition, your SSN may be used to garnish wages or attach bank accounts for failure to timely pay taxes.

Applicant's Social Security Number

[Redacted]

Spouse's Social Security Number

[Redacted]

Requirements:

1. You must provide a copy of your individual Federal Income Tax Return for the previous calendar year, unless you are not required to file a Federal Income Tax Return. Married applicants filing separate returns must submit both returns. If you have not filed your Federal Income Tax Return at the time you submit this application, submit a copy when you file your return. Your income tax returns are confidential and will be treated as such. Your application will not be processed until the income tax information is received. Please check the appropriate box concerning the submission of your Federal Income Tax Return.

Fill in applicable box:

- Federal Income Tax Return submitted with this application.
- Federal Income Tax Return will be submitted when filed with the IRS.
- I will not file a Federal Income Tax Return with the IRS for the previous calendar year.

2. Provide the income information requested below for the previous calendar year. Provide the total amount for both spouses. If you do not file a Federal Income Tax Return, you must attach documentation of the income that you report below (W-2, SSA-1099, 1099-R, 1099-INT, 1099-DIV, financial institution statements, etc.).

a. Wages, Salaries, Tips, etc.....	\$	
b. Interest (Taxable and Tax Exempt).....	\$	
c. Dividends.....	\$	
d. Capital Gains.....	\$	
e. IRA Distributions.....	\$	
f. Pensions and Annuities.....	\$	
g. Disability Payments (not included in Pensions and Annuities).....	\$	
h. Social Security Benefits (Taxable and Tax Exempt).....	\$	
i. All other moneys received (Describe in Comments section.).....	\$	
Total.....	\$	

Comments:

[Redacted]

INFORMATION IS SUBJECT TO VERIFICATION WITH THE NORTH CAROLINA DEPARTMENT OF REVENUE.

Part 6. Affirmation and Signature

AFFIRMATION OF APPLICANT – Under penalties prescribed by law, I hereby affirm that, to the best of my knowledge and belief, all information furnished by me in connection with this application is true and complete. Furthermore, I understand that if I participate in the Circuit Breaker Property Tax Deferment Program, liens for the deferred taxes will exist on my property, and that when a disqualifying event occurs, the taxes for the year of the disqualifying event will be fully taxed and the last three years of deferred taxes prior to the disqualifying event will become due and payable, with all applicable interest.

BARBARA B. JULIEN Barbara B. Julien 8-26-19
 Applicant's Name (please print) Applicant's Signature Date

 Spouse's Name (please print) Spouse's Signature Date

Refer to the Instructions on Page 1 for filing information and filing location.*

Office Use Only

Approved: Y / N Elderly/Disabled Disabled Veteran Circuit Breaker: 4% 5%

Date: _____ / _____ / _____ By: _____ Comments: _____

AV-9A Received: _____ / _____ / _____ NCDVA-9 Received: _____ / _____ / _____

FITR Received: _____ / _____ / _____ Income: \$ _____

***All applications must be submitted by June 1 to be timely filed.**

Late Applications: Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the [due date] may be approved by the Department of Revenue, the board of equalization and review, the board of county commissioners, or the governing body of a municipality, as appropriate. An untimely application for exemption or exclusion approved under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. [N.C.G.S. 105-282.1(a1)]

STATE OF NORTH CAROLINA FILED IN THE GENERAL COURT OF JUSTICE
WATAUGA COUNTY DISTRICT COURT DIVISION
FILE NO. 19 CVD 236

2019 JUN 11 A 9:23

OLIVER M. JULIEN, WATAUGA CO. C.S.C.
Plaintiff,
BY *[Signature]*

v.

**ABSOLUTE DIVORCE
SUMMARY JUDGMENT**

BARBARA B. JULIEN,
Defendant.

THIS CAUSE coming on to be heard and being heard before the undersigned District Court Judge presiding over the 6 June 2019 Session of District Court for Watauga County, North Carolina on Plaintiff's motion for Absolute Divorce by summary judgment, and it appearing to the Court that this is an action for divorce on the grounds of separation of the parties for one year or more pursuant to North Carolina General Statutes §§ 50-6 and 50-10(d) and that this matter is properly before the Court. The Plaintiff was not present but was represented by Nancy M. Rivenbark, Esq. The Defendant was not present, was properly served and noticed of this action. The Court having reviewed the Court file and having heard the evidence offered makes the following:

FINDINGS OF FACT

1. The Plaintiff is citizen and resident of St. Johns County, Florida. However, he was previously a citizen and resident of Watauga County, North Carolina and had resided in North Carolina for more than six (6) months next preceding the institution of this action.
2. The Defendant is a resident of North Carolina.
3. The Plaintiff and Defendant were married each to the other on or about 20 December 2008 and thereafter lived together as Husband and Wife.
4. Plaintiff and Defendant separated on or about 10 April 2018 and have lived separate and apart since that time and have not resumed the marital relationship.
5. There were no children born to the marriage.
6. On 8 December 2008, the parties entered into a Pre-marital Agreement which renders the issue of Equitable Distribution moot.
7. The Defendant's Answer to the Complaint contains no denial of the material allegations of Plaintiff's Complaint; based thereon, there is no genuine issue as to any material fact.

copy as on record in the office of the Clerk of Superior Court Watauga County.

[Signature]
Deputy Assistant Clerk
Date 8-26-19

and Plaintiff is entitled to entry of a Judgment of Absolute Divorce as a matter of law.

- 8. Defendant's counterclaims, if any raised in her written response, are severed from this Order.
- 9. Neither party has filed a request for jury trial with the Clerk of Superior Court prior to the call of this action for trial and each has waived his or her respective rights to have the facts determined by a jury.
- 10. The Plaintiff is entitled to an Absolute Divorce based on the grounds of being separated for in excess of one (1) year.

Based on the foregoing Findings of Fact, the Court makes the following

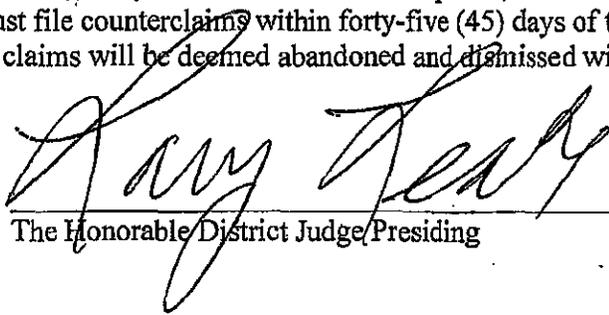
CONCLUSIONS OF LAW:

- 1. The Court has jurisdiction of the parties and the subject matter of this action.
- 2. The parties have waived their respective rights to have the facts determined by a jury.
- 3. There is no genuine issue of material fact and the Plaintiff is entitled to an absolute divorce by summary judgment.
- 4. The parties are able to comply with this Order.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

- 1. The bonds of matrimony heretofore existing between the Plaintiff and Defendant are hereby dissolved and the Plaintiff is granted an absolute divorce from the Defendant.
- 2. Defendant's counterclaims, if any raised in her written response, are severed from this Order. Defendant must file counterclaims within forty-five (45) days of the entry of Divorce Judgment or claims will be deemed abandoned and dismissed with prejudice.

This the 6 day of June, 2019.



 The Honorable District Judge Presiding

1040-U.S. Individual Income Tax Return 2018

OMB No. 1545-0047

IRS Use Only-Do not write on this space.

Filing status: Single Married filing jointly Married filing separately Head of household Qualifying widow(er) OLIVER M JULIEN
Your first name and initial: BARBARA B Last name: JULIEN Your social security number: [redacted]

Your standard deduction: Someone can claim you as a dependent You were born before January 2, 1954 You are blind
If joint return, spouse's first name and initial Last name Spouse's social security number

Spouse standard deduction: Someone can claim your spouse as a dependent Spouse was born before January 2, 1954
Spouse is blind Spouse itemizes on a separate return or you were dual-status alien Full-year health care coverage or exempt (see inst.)

Home address (number and street): 215 THE HIGH RD Apt. no. Presidential Election Campaign (see inst.) You Spouse
City, town or post office, state, and ZIP code, if you have a foreign address, attach Schedule B: BOONE, NC 28607
If more than four dependents, see inst. and check here

Table with 4 columns: (1) First name, Last name, (2) Social security number, (3) Relationship to you, (4) Check if qualifies for (see inst.): Child tax credit, Credit for other dependents

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? Your signature: [redacted] Date: 04-14-2019 Your occupation: MUSIC TEACHER/ORGANIST
Spouse's signature: [redacted] Date: Spouse's occupation: If the IRS sent you an Identity Protection PIN, enter it here (see inst.)

Paid Preparer Use Only

Preparer's signature: Bryce Holder PTIN: 800411911 Firm's EIN: 56-1433465 Check it: 3rd Party Designee Self-employed
Preparer's name: Bryce Holder Phone no.: 828-264-3595
Firm's name: Bryce Holder CPA PA
Firm's address: PO Box 1908, Boone, NC 28607

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form 1040 (2018)

Main tax table with 23 rows. Includes sections for Wages, Tax-exempt interest, Qualified dividends, IRAs, Social security benefits, Total income, Adjusted gross income, Standard deduction, Taxable income, Total tax, Refundable credits, and Amount you owe.

Standard Deduction for: Single or married filing separately, \$12,000; Married filing jointly or Qualifying widow(er), \$18,000; Head of household, \$18,000

Refund Direct deposit? See instructions. b Routing number c Type: Checking Savings d Account number

SCHEDULE 1

(Form 1040)

Department of the Treasury
Internal Revenue Service

Name(s) shown on Form 1040

Additional Income and Adjustments to Income

▶ Attach to Form 1040.

▶ Go to www.irs.gov/Form1040 for instructions and the latest information.

OMB No. 1545-0074

2018

Attachment
Sequence No. **01**

Your social security number

BARBARA B JULIEN

Additional Income	1-9b	Reserved		1-9b		
	10	Taxable refunds, credits, or offsets of state and local income taxes		10		
	11	Alimony received		11		
	12	Business income or (loss). Attach Schedule C or C-EZ		12	745	
	13	Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/>		13		
	14	Other gains or (losses). Attach Form 4797		14		
	15a	Reserved		15b		
	16a	Reserved		16b		
	17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	785	
	18	Farm income or (loss). Attach Schedule F		18		
	19	Unemployment compensation		19		
	20a	Reserved		20b		
	21	Other Income. List type and amount		21		
	22	Combine the amounts in the far right column. If you don't have any adjustments to income, enter here and include on Form 1040, line 6. Otherwise, go to line 23		22	1,530	
	Adjustments to Income	23	Educator expenses	23		
		24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106	24		
		25	Health savings account deduction. Attach Form 8869	25		
		26	Moving expenses for members of the Armed Forces. Attach Form 3903	26		
		27	Deductible part of self-employment tax. Attach Schedule SE	27	53	
		28	Self-employed SEP, SIMPLE, and qualified plans	28		
		29	Self-employed health insurance deduction	29		
		30	Penalty on early withdrawal of savings	30		
31a		Alimony paid b Recipient's SSN	31a			
32		IRA deduction	32			
33		Student loan interest deduction	33			
34		Reserved	34			
35		Reserved	35			
36		Add lines 23 through 35		36	53	

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule 1 (Form 1040) 2018

EEA

Client

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AGENDA ITEM 9:**COMMUNITY RECREATION CENTER (CRC) MATTERS**

- A. Community Recreation Center Update*
- B. Community Recreation Center Change Order #4*

MANAGER'S COMMENTS:

Mr. Chad Roberson, ClarkNexsen, will present Change Order #4 for the community recreation center. The change order reconciles modifications required due to unsuitable soils, modifications required by the regulatory review and project coordination. To date the budget summary indicates no increase in the total project cost and an owner contingency balance of \$299,157 with contractor contingency of \$611,000 and allowances of \$100,000. Attached for review is the budget summary.

Board action is requested to approve Change Order # 4 as presented.

Budget Summary - WCRC Updated 9-4-19

	Budgeted	Current Spent/allocated	Net	Comments
Bid Day Costs				
Grand Total Construction	\$32,937,626.00	\$18,782,842.59	\$14,154,783.41	
GMP reconciliation				
Soft Costs				
A/E Fees	\$2,436,925.00	\$2,436,925.00	\$0.00	
Testing	\$199,700.00	\$55,284.10	\$144,415.90	
Survey	\$20,000.00	\$20,000.00	\$0.00	
CM Precon Fee	\$97,500.00	\$97,500.00	\$0.00	
Permit Fee	\$210,216.00	\$0.00	\$210,216.00	
Technology				
Technology Bid Budget	\$107,000.00	\$0.00	\$107,000.00	
Data Cabling	\$0.00		\$0.00	
Building Security / Cameras	\$0.00		\$0.00	
Intercom System	\$0.00		\$0.00	
VOIP	\$0.00		\$0.00	
FF&E	\$800,000.00	\$0.00	\$800,000.00	
Roller Shades	\$0.00	\$0.00	\$0.00	
Kitchen Equipment	\$0.00	\$0.00	\$0.00	
Remainder of FF&E	\$0.00	\$0.00	\$0.00	
Owner Contingency				
Bid contingency	\$ 1,738,428.78	\$1,439,271.19	\$299,157.59	current contractor contingency is ~\$611,000 + \$100,000 in allowances
Remaining Balance	\$38,547,395.78	\$22,831,822.88	\$15,715,572.90	

Original approved budget \$ 38,547,395.78

Reconciled amount should equal zero \$0.00



AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Budget Amendments

MANAGER'S COMMENTS:

Budget amendments will be reviewed as included in your packet.

Board approval is requested.



WATAUGA COUNTY FINANCE OFFICE

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

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Misty Watson, Finance Director
SUBJECT: Budget Amendments
DATE: October 1, 2019

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

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103991 399100	Fund Balance Appropriated		500,000
109800 498099	Transfer to Rec Center Capital Project Fund	500,000	
493980 398000	Transfer from General Fund		500,000
496120 458000	Capital Outlay - Building	500,000	

Per Board action 9/17/19; to transfer \$500,000 to the Recreation and Community Center Capital Project Fund for water and sewer impact fees to the Town of Boone

103991 399100	Fund Balance		204,165
109800 498021	Transfer to Capital Projects Fund	204,165	
213980 398100	Transfer from General Fund		204,165
219930 459122	WCS CIP-Classroom presentation technology	53,368	
219930 459122	WCS CIP-Facilities - Furniture/Equipment	55,603	
219930 459122	WCS CIP-Roof maintenance	9,421	
219930 459122	WCS CIP-Security cameras	2,929	
219930 459122	WCS CIP-HVAC/Sewer pump replacements	170	
219930 459122	WCS CIP-Gym floor replacements	8,633	
219930 459122	WCS CIP-School kitchen/cafteria equipment	1,176	
219930 459122	WCS CIP-Pre-K start up Bethel	28,427	
219930 459122	WCS CIP-WHS sealant on track	2,216	
219930 459122	WCS CIP-Facilities Study Plan	42,222	

To return unused CIP funds from the completed projects listed above to set aside capital project funds for the schools.

103839 384000	Donation		331,000
104199 457001	Capital Outlay-Land	331,000	

Per Board action 12/3/18; to recognize the donation of 12 acres of land for Section 4 of the Middle Fork Greenway.

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Proposed Lease Extension for Turner Property

MANAGER'S COMMENTS:

Mr. John Turner is requesting the Board extend his firm's present lease with the County for the law office premises at 136 N. Water Street, Boone for a maximum of six months, or through May 30th, 2020. He is agreeable to the monthly increase in rent to \$1,500.00 as a condition for this extension, effective with the rent payable on November 30th, 2019, for the first month of the extended term. He would also continue to maintain the buildings and grounds through the extended term of the lease.

If the Board accepts the terms, that will suffice for amending the lease for the additional six months. The Board also has the option stipulate that it is month to month instead of a six month period.

Staff seeks direction from the Board.

**EXHIBIT "B" TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
BY AND BETWEEN WATAUGA COUNTY ("THE COUNTY"), AS BUYER; AND
PROFESSIONAL HOLDINGS, LLC, AS SELLER**

1. The existing month-to-month lease for the law office building on the subject property between Seller, as Landlord, and Turner Law Office, PA ("Tenant"), as Tenant, shall terminate on the date of closing and shall be replaced by the following agreement for post-closing occupancy between the County and Tenant:
 - A. Tenant shall have the option to continue in possession of the existing law office building for a maximum of twelve (12) months, or through November 2019, under the following terms:
 1. Tenant shall be solely responsible for insuring its business operations and business personal property and shall indemnify and hold harmless the County for any liabilities relating to Tenant's use of the law office building and parking lot.
 2. Tenant shall be responsible for maintaining in its name and paying all utilities serving the law office building throughout Tenant's occupancy.
 3. Tenant shall use the law office building only for lawful business operations and other lawful activities.
 4. Tenant shall be solely responsible throughout its period of continued occupancy for any costs required to operate, maintain, and repair the law office building as may be needed to accommodate Tenant's business operations.
 5. During its period of post-closing occupancy, Tenant shall accommodate inspections of the law office building by any identified agents, contractors, or inspectors for Buyer upon at least twenty-four (24) hours' prior notice, so long as such inspections would not unreasonably interfere with Tenant's ongoing law-office operations.
 6. Tenant shall have the option to terminate its period of post-closing occupancy at any time by giving the County at least one (1) month's prior written notice of Tenant's intent to vacate the law office building premises. Upon vacating, Tenant shall remove all of its files, furniture, furnishings, equipment and other business personal property, leave the law office premises in clean and undamaged condition, reasonable wear and tear excepted, and shall deliver all keys for the law office building to the County Manager's Office.
 - B. The period of Tenant's post-closing occupancy shall be rent-free for the initial three months of post-closing occupancy of the Property, but effective March 1, 2019, shall be One Thousand Dollars (\$1,000.00) per month for each month of continued

occupancy, payable without penalty by the fifth day of each month for which due and subject to a late fees of fifty dollars (\$50.00) for each month that the rent is not received by the County by the fifth day of the month for which due.

- C. As part of its tenancy, Tenant shall have the right to control the use of the cottage out-building on the Property during the period of Post-Closing Occupancy for such lawful purposes as Tenant shall deem appropriate and under the same terms outlined in subparagraph A, sub-sections (1) through (6) above.
 - D. Tenant shall be solely responsible for paying its business personal property taxes associated with its operations on the Property.
2. The terms of this Exhibit "B" are material to the Seller's acceptance of the foregoing Agreement under its stated terms.
 3. In the event of any conflict between the terms of the preceding Agreement for Purchase and Sale of Real Property and the terms of this Addendum, this Addendum shall control.

This the 18th day of ^{July}~~June~~, 2018.

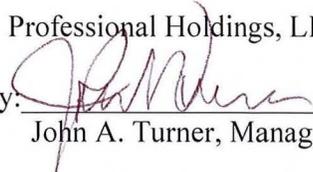
BUYER:

Watauga County, a North Carolina Body Politic

By:  (SEAL)
John Welch, Chairman, Board of Commissioners

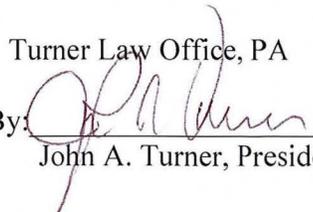
SELLER:

Professional Holdings, LLC

By: 
John A. Turner, Manager

TENANT:

Turner Law Office, PA

By: 
John A. Turner, President

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AGENDA ITEM 10:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Boards and Commissions*****MANAGER'S COMMENTS:****Nursing Home Community Advisory Committee**

Ms. Stevie John, High Country Council of Government's Regional Long-term Care Ombudsman, has submitted Ms. Pat Coley's name for appointment to the Watauga County Nursing Home Community Advisory Committee. Ms. Coley is willing to serve for one-year terms if so appointed. This is a first reading.

Board of Adjustment

The terms of David Hill, current Chairman, and Chuck Phillips, current Vice-Chairman, are set to expire in November. Both are willing to continue to serve for an additional three (3) year term. Both are at-large appointees. The Board is in the process of scheduling a meeting for the first or second week in December. In the event appointments have not been made by that time, Mr. Hill and Mr. Phillips would continue to serve until re-appointed or replaced. These are first readings.

Brenda Lyerly
Chair of the Board

Johnny Riddle
Vice-Chair



Chris Jones
Secretary

Valerie Jaynes
Treasurer

468 New Market Blvd.
Boone, NC 28607

www.regiond.org

Voice: 800-735-8262

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

September 18, 2019

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



Dear Ms. Fogle,

Ms. Pat Coley has indicated her willingness to be appointed for a one-year term to the Watauga County Nursing Home Community Advisory Committee for Long Term Care.

Please submit Ms. Coley's name to the Commissioners for their consideration and let me know their decision at your earliest convenience. Ms. Coley's application is enclosed. If you have any questions or concerns, please do not hesitate to contact me. Thank you for your attention to this matter.

Sincerely,

Stevie M. John
Regional Ombudsman

Community Advisory Committee VOLUNTEER APPLICATION

Thank you for your interest in the Community Advisory Committee. If you are a county resident, at least 18 years old, and willing to volunteer your time and expertise to your community, please complete and submit this application.

NAME: Patricia H. Coley		
ADDRESS: PO Box 307 (237 Green Hill Rd.)		
CITY: Blowing Rock	STATE: NC	ZIP: 28605
HOME PHONE: (828) 295-3556	WORK PHONE: ()	EMAIL:
PLACE OF EMPLOYMENT: Ret.		
COUNTY OF RESIDENCE: WATAUGA	Do you serve on any other Boards? Yes	
<p>Why are you interested in volunteering on the Community Advisory Committee?</p> <p>I was involved years ago in Caldwell County on the CAC and would like to be a member in Watauga County. At the time I was on the CAC, I was working in Caldwell but living in Watauga County.</p>		
<p>Please list any work, volunteer and/or educational experience that you would like us to consider in the review of your application. Feel free to attach a resume.</p> <p>See above - I am also the delegate for the STL for Watauga County and am on the Advisor Board for the Seniors Center.</p>		

North Carolina General Statutes direct the Long-Term Care Ombudsman to ensure that long term care residents have full opportunity to exercise their basic rights, which include-civil and religious liberties, the right to independent personal decisions and knowledge of available choices.

Ombudsmen do not have regulatory authority over long term care facilities, nor do they investigate allegations of abuse and neglect as defined in the North Carolina statutes.

The Regional Ombudsman is responsible for the training and support of the Community Advisory Committees, which includes:

- Orienting new members and providing ongoing training
- Assisting committees in developing effective strategies to address local long-term care issues
- Providing technical assistance and information to the general public and others
- Analyzing long term care issues specific to the locality
- Facilitating a positive relationship between the CAC, County Department of Social Services, Mental Health, Division of Health Service Regulation, County Health Department and County Government
- Referral of concerns, issues, complaints to the appropriate regulatory agency
- Maintaining a current directory of facilities and committee membership
- Reporting committee activities to the North Carolina Division of Aging and Adult Services

For further information about the serving as a volunteer:

High Country Area Agency on Aging

Stevie John, Regional Ombudsman

468 New Market Blvd Boone, NC 28607

Phone: 828-265-5434

Fax: 828-265-5439

Email: sjohn@regiond.org

Do you have a family member (spouse, son, daughter, mother, father, sister, brother, or in-laws of these) who resides in a facility that might be visited by the committee on which you are interested in serving?	YES	<input checked="" type="radio"/> NO
Do you have a financial interest in a facility that might be visited by the committee on which you are interested in serving?	YES	<input checked="" type="radio"/> NO
Are you an employee of or serving on a governing board of a facility that might be visited by the committee on which you are interested in serving?	YES	<input checked="" type="radio"/> NO
Do you provide paid services of any kind to a resident or staff person in a facility that might be visited by the committee on which you are interested in serving?	YES	<input checked="" type="radio"/> NO
Are you a public official?	YES	<input checked="" type="radio"/> NO
Are you available to complete 15 hours of initial orientation prior to assuming any official responsibilities on the committee? Initial training includes a full-day (8 hours) of classroom training; completion of a home- study assignment (average time-2 hours over 30 day period), and facility orientation(s) (average of 5 hours).	<input checked="" type="radio"/> YES	NO
Are you available for a minimum of 8 hours every quarter (i.e. every 3 months) to visit facilities in your county?	<input checked="" type="radio"/> YES	NO
Are you available to attend a one hour quarterly committee meeting in your county during business hours?	<input checked="" type="radio"/> YES	NO
Are you willing to complete 10 hours of continuing education per year (provided by the Ombudsman Program)?	<input checked="" type="radio"/> YES	NO
Do you understand that no monetary reimbursement will be provided for expenses incurred (i.e. mileage) by committee volunteers?	<input checked="" type="radio"/> YES	NO
Have you been convicted of any criminal or civil offenses that relate to the abuse, neglect or exploitation of children and/or adults; drug misuse; fire arm violations; physical or sexual assault; murder or other violent crime?	YES	<input checked="" type="radio"/> NO

With my signature, I affirm that I have thoroughly read and understand the information provided in this packet. I affirm that the information I have provided in this volunteer application is accurate to the best of my knowledge.

SIGNATURE: Patricia H. Coley DATE: 8/3/19

From: Joe Furman
Sent: Wednesday, September 25, 2019 7:36 AM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: Boards and Commissions

Deron,

The Board of Adjustment terms of David Hill and Chuck Phillips expire in November. Both are willing to be reappointed; terms are three (3) years. They currently serve as Chair and Vice-Chair, respectively. Both are at-large appointees.

The Board is now in the process of scheduling a meeting for the first or second week in December. In the event the Commissioners have not made a decision about the two expiring seats by then, Mr. Hill and Mr. Phillips would continue to serve until re-appointed or replaced.

Joe

Joseph A. Furman, AICP
Director, Watauga County Planning & Inspections and Economic Development
126 Poplar Grove Connector, Suite 201
Boone, NC 28607
(828) 265-8043
(828) 265-8080 (fax)
joe.furman@watgov.org

AGENDA ITEM 10:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

MANAGER'S COMMENTS:

A public hearing will be held at 5:30 P.M. on Tuesday, October 15, 2019, to allow citizen comment on proposed amendments to the Valle Crucis Historic District Ordinance.



WATAUGA COUNTY

*Department of
Planning & Inspections*

331 Queen Street Suite A • Boone, North Carolina 28607

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

Public Hearing Notice
Watauga County Board of Commissioners
Tuesday, October 15, 2019
5:30 PM

The Watauga County Board of Commissioners will hold a public hearing at 5:30 p.m. on Tuesday, October 15, 2019, in the Commissioners' Board Room at the Watauga County Administration Building located at 814 West King Street, Boone, North Carolina. The purpose of the hearing shall be to allow public comment on proposed amendments to the Valle Crucis Historic District Ordinance. Interested parties are encouraged to attend. For information or questions, please call (828) 265-8043.

AGENDA ITEM 11:

PUBLIC COMMENT

AGENDA ITEM 12:

BREAK

AGENDA ITEM 13:

CLOSED SESSION

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

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

Personnel Matters – G. S. 143-318.11(a)(6)

AGENDA ITEM 14:

POSSIBLE ACTION AFTER CLOSED SESSION