

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

**TUESDAY, JUNE 3, 2025
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: May 20, 2025, Regular Meeting May 20, 2025, Closed Session		1
	3	APPROVAL OF THE JUNE 3, 2025, AGENDA		11
5:35	4	PUBLIC COMMENT – Will last up to 1-hour dependent on number of speakers	CHAIRMAN EGGERS	13
5:40	5	SPECIAL PRESENTATION BY THE BOARD OF COMMISSIONERS	CHAIRMAN EGGERS	15
5:45	6	PROPOSED PROCLAMATION THANKING CCC&TI	CHAIRMAN EGGERS	17
5:50	7	REPORT ON WATAUGA COUNTY OPIOID SETTLEMENT PROJECTS	MS. LINDSEY SULLIVAN	19
5:55	8	PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY	MS. CHRISTIE MARKHAM MS. ANGIE BOITNOTTE MR. ZACK GREEN	33
6:00	9	REQUEST TO AMEND THE “NOT TO EXCEED” AMOUNT FOR DEBRIS REMOVAL AND MONITORING	MR. CHIP PATTERSON-SDR MR. DENNIS CRUTHIRD-DEBRIS TECH	37
6:05	10	PROJECT ON AGING MATTERS A. Proposed Revision to Home & Community Care Block Grant (H&CCBG) FY 25 Allocation B. Proposed Allocation of Projected FY 26 Home & Community Care Block Grant (H&CCBG) Funds	MS. ANGIE BOITNOTTE	39 43
6:10	11	MAINTENANCE MATTERS A. Old Cove Creek School Sports Facility Feasibility Study and Concept Plan B. Change Order to Chiller Replacement Bid Award	MR. ROBERT MARSH	47 55
6:15	12	BOARD OF ELECTIONS OUT-OF-STATE TRAVEL REQUEST	MR. MATT SNYDER	59
6:20	13	STREAMFLOW REHABILITATION ASSISTANCE PROGRAM (STRAP) UPDATE	MR. BRIAN BONVILLE	65

TIME	#	TOPIC	PRESENTER	PAGE
6:25	14	ADOPTION OF THE FISCAL YEAR 2026 BUDGET ORDINANCE	MR. DERON GEOUQUE	71
6:30	15	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Change Orders One (1) Through Six (6) For the New EMS Facility		81
		B. Regular Board Meeting Schedule		121
		C. Announcements		123
6:35	16	BREAK		124
6:40	17	CLOSED SESSION Attorney/Client Matters per, G. S. 143-318.11(a)(3)		124
6:45	18	POSSIBLE ACTION AFTER CLOSED SESSION		124
6:50	19	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

May 20, 2025, Regular Meeting

May 20, 2025, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, MAY 20, 2025**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, May 20, 2025, at 5:30 P.M. in the Commissioners' Board Room located in the Watauga County Administration Building, Boone, North Carolina.

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

PRESENT: Braxton Eggers, Chairman
 Todd Castle, Vice-Chairman
 Emily Greene, Commissioner (arrived at 6:21 P.M.)
 Tim Hodges, Commissioner
 Ronnie Marsh, Commissioner
 Nathan Miller, County Attorney
 Deron Geouque, County Manager
 Anita J. Fogle, Clerk to the Board

Chairman Eggers stated that Commissioner Greene was at a prior obligation and would join the meeting upon her arrival.

Vice-Chairman Castle opened with a prayer and Chairman Eggers led the Pledge of Allegiance.

APPROVAL OF MINUTES

Chairman Eggers presented the May 6, 2025, regular meeting and closed session minutes as well as the May 8 and May 9, 2025, special meeting minutes.

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the May 6, 2025, regular meeting minutes as presented.

VOTE: Aye-4(Eggers, Castle, Hodges, Marsh)
 Nay-0
 Absent-1(Greene)

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the May 6, 2025, closed session minutes as presented.

VOTE: Aye-4(Eggers, Castle, Hodges, Marsh)
 Nay-0
 Absent-1(Greene)

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the May 8, 2025, special meeting minutes as presented.

VOTE: Aye-4(Eggers, Castle, Hodges, Marsh)
Nay-0
Absent-1(Greene)

Commissioner Marsh, seconded by Commissioner Hodges, moved to approve the May 9, 2025, special meeting minutes as presented.

VOTE: Aye-4(Eggers, Castle, Hodges, Marsh)
Nay-0
Absent-1(Greene)

APPROVAL OF AGENDA

Chairman Eggers called for additions and/or corrections to the May 20, 2025, agenda.

County Attorney Miller requested to add that 25 CVS 117 (Lisa Miller vs. Ellis and Russell) would be discussed under Attorney/Client matters.

Vice-Chairman Castle, seconded by Commissioner Marsh, moved to approve the May 20, 2025, agenda as amended.

VOTE: Aye-4(Eggers, Castle, Hodges, Marsh)
Nay-0
Absent-1(Greene)

PUBLIC COMMENT

The following spoke during public comment:

- AnnMarie Connery/Kris Bromberger – concerning sanctuary counties
- Ben Henderson – concerning Hospitality House
- Donna Lisenby – concerning taxation without representation

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2026 PROPOSED BUDGET

Chairman Eggers stated that a public hearing was scheduled to allow citizen comment on the Manager's Recommended Budget for Fiscal Year 2026. County Manager Geouque presented changes to the proposed budget made by the Board and staff during recent budget work sessions.

Commissioner Marsh, seconded by Commissioner Hodges, moved to open the public hearing at 5:45 P.M.

VOTE: Aye-4(Eggers, Castle, Hodges, Marsh)
Nay-0
Absent-1(Greene)

The following spoke:

Tina Krause, advocating for Hospitality House
Matt Webb, advocating for Hospitality House
Diane Nilan, advocating for Hospitality House
Mary Stolberg, advocating for Library
Donna Breitenstein, advocating for Library
Donna Lisenby, advocating for Hospitality House, Library, Emergency Services
Marrena Greer, advocating for Southern Appalachian Historical Society
David Stapleton, sharing concern affecting neighborhood near Hospitality House

Commissioner Marsh, seconded by Chairman Eggers, moved to close the public hearing at 6:15 P.M.

VOTE: Aye-4(Eggers, Castle, Hodges, Marsh)
Nay-0
Absent-1(Greene)

Commissioner Marsh and Vice-Chairman Castle also shared concerns regarding Hospitality House and the areas nearby. Mr. Marsh shared the following calls were made to the area for police/fire/rescue combined: 144 calls were made to the Hannah Building, 103 to the Health and Hunger coalition, and 673 to the Hospitality House.

APPALCART CONTRACTS FOR FY 2026

Mr. Craig Hughes, AppalCART Director, presented contracts for transportation services for the Project on Aging and Social Services Departments for FY 2026. The proposed rate for the Project on Aging (POA), Department of Social Services, and other County functions remained the same at \$2.85 per direct mile. Mr. Hughes also presented a contract for POA meal delivery and that rate remained the same at \$2.00 per direct mile.

Commissioner Marsh, seconded by Vice-Chairman Castle, moved to approve the AppalCART contracts as presented by Mr. Hughes.

VOTE: Aye-4(Eggers, Castle, Hodges, Marsh)
Nay-0
Absent-1(Greene)

Commissioner Greene arrived at the meeting at 6:21 P.M.

VAYA UPDATE

Mr. Dustin Burleson with Vaya gave an update on the following: Vaya Total Care, Child and Family Specialty Plan, and Hurricane Helene Recovery including the Hope 4 NC Grant Program. Mr. Burleson stated that, in regards to kids who occasionally have to sleep on DSS couches, it is a struggle throughout the state and unfortunately the difficult kids don't always get beds. A fast track team was working on those issues in all counties. The report was for information only and, therefore, no action was required at this time.

BOARD OF ELECTIONS EQUIPMENT PURCHASE REQUEST

Mr. Matt Snyder, Board of Elections Director, requested approval of the purchase of 31 DS300 and 28 Express Votes from ES&S/Printelect for \$313,535.25; 19 VC EZ Carts from Printelect and 2 VC EZ Carts from Caldwell County Board of Elections for \$38,825; and 12 Balotars from ES&S/Printelect for \$71,570. Shipping was not included and Mr. Snyder would provide the total cost for shipping at a later date. If the amount for shipping exceeds \$15,000, Mr. Snyder will bring the amount back to the Board for approval unless authorization was given to the County Manager to pay shipping costs not to exceed \$50,000.

Vice-Chairman Castle, seconded by Commissioner Hodges, moved to approve the \$423,930.25 for the following:

1. 31 DS300 and 28 Express Votes from ES&S/Printelect for \$313,535.25
2. 19 VC EZ Carts from Printelect and 2 VC EZ Carts from Caldwell County Board of Elections for \$38,825
3. 12 Balotars from ES&S/Printelect for \$71,570
4. Authorize the County Manager to pay the shipping cost once determined not to exceed \$50,000

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Reports

County Manager Geouque, on behalf of Mr. Tyler Rash, Tax Administrator, presented the Tax Collections Reports for the months of March and April 2025. The reports were presented for information only and, therefore, no action was required.

B. Refunds and Releases

County Manager Geouque, on behalf of Mr. Tyler Rash, Tax Administrator, presented the Refunds and Releases Report for March 2025 for Board approval:

TO BE TYPED IN MINUTE BOOK

There were no refunds and releases in April 2025.

Commissioner Marsh, seconded by Commissioner Greene, moved to approve the Refunds and Releases Reports for March 2025.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Proposed Amendment to Loan Agreement with the North Carolina Department of State Treasurer

County Manager Geouque presented an amendment to the Cashflow Loan Agreement approved at a previous meeting which would permit the County to receive expedited public assistance from FEMA (the County received \$3.3 million in expedited funding for Right-of-Way debris removal) without triggering an obligation to repay the equivalent amount of loan proceeds immediately. The Cashflow Loan amount was \$895,477.60 and was interest free.

Commissioner Hodges, seconded by Vice-Chairman Castle, moved to adopt the amendment as presented.

VOTE: Aye-5
Nay-0

B. Valle Crucis Elementary School Change Order

County Manager Geouque requested approval of Change Order 6 for the Valle Crucis Elementary School in the amount of \$8,608.70 as detailed. The project still had a negative Change Order balance.

Commissioner Greene, seconded by Commissioner Hodges, moved to accept Change Order 6 in the amount of \$8,608.70

VOTE: Aye-5
Nay-0

C. Assignment of Agreements for Valle Crucis Elementary School and the Emergency Management Services Facility

County Manager Geouque stated that Clark Nexsen (Architects for the Valle Crucis Elementary School and EMS Facility) had been acquired by Johnson, Mirmiran & Thompson, Inc., (JMT). The acquisition required the contracts with Clark Nexsen to be assigned to JMT. The County should see no change in the service provided and should be seamless on our side. The County Manager stated that the Board would need to approve the assignment of the contracts from Clark Nexsen to JMT.

County Attorney Miller stated that the County would still be working with the same people and billed under the name of Clark Nexsen. JMT was a holding company and the change was brought about due to Clark Nexsen being employee owned but all employees were not architects; therefore, there was the need for the merger.

Vice-Chairman Castle, seconded by Commissioner Marsh, moved to assign the contract agreements with Clark Nexsen to JMT for the Valle Crucis Elementary School and the EMS facility.

VOTE: Aye-5
Nay-0

D. Boards and Commissions

County Manager Geouque presented the following:

Recreation Commission

Ms. Elin Reuben, has resigned as the Mabel School representative on the Watauga County Recreation Commission, effective immediately, due to her obligations and responsibilities at the school. As Principal, she recommended Abby Bumgarner to fill her unexpired term which would end in June 2027. This was a first reading; however, Parks and Recreation Director, Ms. Keron Poteat requested the second reading be waived and an appointment be made.

Commissioner Marsh, seconded by Commissioner Hodges, moved to waive the second reading and appoint Ms. Abby Bumgarner to fill the unexpired term of Ms. Elin Reuben which would expire June 2027.

VOTE: Aye-5
Nay-0

E. Announcements

County Manager Geouque announced the following:

- The Trustees of Caldwell Community College & Technical Institute have invited the Board of Commissioners to a meeting on Wednesday, May 21, 2025, at 6:00 P.M. in the Instructional Building on the Watauga Campus.
- An Ethics for Elected Officials training course will be held via Zoom on Thursday, May 22, 2025, from 10:00 A.M. to 12:00 P.M. in the Commissioners' Conference Room. The course is required to be taken by all Commissioners by December 2025. A quorum may be present for the training; however, no County business will be conducted.
- All county commissioners, managers, clerks, and county attorneys in Western North Carolina are invited to join colleagues for an evening of networking, sharing experiences, and building relationships with peers, NC Association of County Commissioners staff, and

School of Government faculty and staff. The event will be held in Asheville on Thursday, May 22, 2025, from 5:30 to 7:30 pm.

Chairman Eggers announced the following:

- The North Carolina Association of County Commissioners (NCACC) will host its annual County Advocacy Days in Raleigh on June 10-11, 2025. This two-day event focuses on connecting county officials with legislators, fostering collaboration, and working toward shared priorities.

Chairman Eggers stated that he visited the Blue Ridge Parkway earlier in the day where discussions were held regarding when the Parkway would be reopening. The event was also attended by US Senator Ted Budd and US Representative Virginia Foxx. Mr. Eggers stated that he hoped for positive news soon.

CLOSED SESSION

At 7:13 P.M., Commissioner Greene, seconded by Commissioner Marsh, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3), including discussions of 25 CVS 117 (Lisa Miller vs. Ellis and Russell).

VOTE: Aye-5
Nay-0

Commissioner Greene, seconded by Vice-Chairman Castle, moved to resume the open meeting at 7:50 P.M.

VOTE: Aye-5
Nay-0

At 7:51 P.M. Commissioner Marsh, seconded by Commissioner Greene, moved to declare a brief recess.

VOTE: Aye-5
Nay-0

At 8:20 P.M. Commissioner Marsh, seconded by Commissioner Hodges, moved to reconvene the meeting.

VOTE: Aye-5
Nay-0

At 8:20 P.M., Commissioner Greene, seconded by Vice-Chairman Castle, moved to re-enter Closed Session to continue to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Commissioner Greene, seconded by Vice-Chairman Castle, moved to resume the open meeting at 8:44 P.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Greene, seconded by Vice-Chairman Castle, moved to adjourn the meeting at 8:45 P.M.

VOTE: Aye-5
Nay-0

Braxton Eggers, Chairman

ATTEST: Anita J. Fogle, Clerk to the Board

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AGENDA ITEM 3:

APPROVAL OF THE JUNE 3, 2025, AGENDA

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AGENDA ITEM 4:

PUBLIC COMMENT

MANAGER'S COMMENTS:

Public Comment will last up to 1-hour dependent upon the number of speakers.

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AGENDA ITEM 5:

SPECIAL PRESENTATION BY THE BOARD OF COMMISSIONERS

MANAGER'S COMMENTS:

The Board will acknowledge the retirement of long-time Clerk to the Board Anita Fogle. Chairman Eggers will present Ms. Fogle with a Proclamation.

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AGENDA ITEM 6:

PROPOSED PROCLAMATION THANKING CCC&TI

MANAGER’S COMMENTS:

Per Commissioners request, proposed proclamation thanking Caldwell Community College & Technical Institute for the scholarships awarded to Valle Crucis middle school students.

Board action is required to adopt the proclamation as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

PROCLAMATION THANKING CALDWELL COMMUNITY COLLEGE AND
TECHNICAL INSTITUTE

WHEREAS, Caldwell Community College and Technical Institute (CCC&TI) was chartered on April 2, 1964; and

WHEREAS, the College has proudly provided fifty (50) years of dedicated service to the people of Watauga County; and

WHEREAS, Watauga County and CCC&TI share a partnership that has spanned more than fifty (50) years; and

WHEREAS, CCC&TI offers not only higher education opportunities but also training for new careers and enrichment through Adult, Corporate, and Continuing Education programs for Watauga County residents; and

WHEREAS, in Fall 2015, CCC&TI, in partnership with Watauga County Schools, launched the Watauga Innovation Academy—a cooperative innovative high school program located within Watauga High School, which allows students of all grade levels to earn both high school and college credit simultaneously; and

WHEREAS, CCC&TI has recently announced that it will provide scholarships for each of the Valle Crucis Elementary middle school students currently concluding their academic year on the college's Watauga Campus; and

WHEREAS, these scholarships will be transformative for many students and their families, offering access to secondary education that will lay the foundation for future careers; and

WHEREAS, Watauga County looks forward to the continued collaboration with CCC&TI as we adapt to an ever-evolving world.

NOW THEREFORE, BE IT PROCLAIMED that the Watauga County Board of Commissioners hereby expresses its deepest appreciation to Caldwell Community College and Technical Institute for its commitment to education, workforce development, and community partnership. We offer our sincerest gratitude for the middle school scholarships and for CCC&TI's continued investment in shaping the workers, leaders, and citizens of tomorrow.

ADOPTED this the 3rd day of June, 2025.



Braxton Eggers, Chairman
Watauga County Board of Commissioners

ATTEST:

Deron T. Geouque, County Manager

AGENDA ITEM 7:

REPORT ON WATAUGA COUNTY OPIOID SETTLEMENT PROJECTS

MANAGER'S COMMENTS:

Ms. Lindsey Sullivan, AppHealthCare, will present the Watauga County opioid settlement projects. The projects were reviewed by the opioid committee and their recommendations are as presented.

Board approval is required to:

1. Approve projects as recommended by the opioid committee.
2. Approve the agreement with Appalachian Health District.
3. Approve the resolution to direct the expenditure of opioid settlement funds.

Staff seeks Board direction.



AppHealthCare
Caring for our Community



060325 BCC Meeting

Watauga Opioid Settlement

FY 25-26 Funding Recommendation &
Next Steps
6/3/25

Activities to Date

March 7th AppHealthCare issued finalized project worksheet on behalf of the County

April 4th Project worksheets due to AppHealthCare by 5pm

May 20th AppHealthCare convened Review Committee to come up with a funding recommendation

- Review Committee: County Manager, Health Director, 2 Commissioners (Marsh, Eggers), Ashley Wurth (Overdose Prevention Lead, NC DHHS DPH Injury & Violence Prevention Branch), and Kelly Redmon (Sheriff's Office)

Proposals Received

- 7 proposals received totaling **\$1,036,369** (\$507,023.56 to award)

Projects Selected By Review Committee

060325 BCC Meeting

Applicant:	Project Summary:	Proposed Amount to Award:
High Country Caregivers	Contribute funding to LCSW, counseling services for folks in kinship care impacted but OUD.	\$45,000
High Country Community Health	Expand case mgmt and peer support services in MOUD program.	\$150,000
Mediation & Restorative Justice Center	Client services (entry and program fees, supplies, meals), staffing expenses, rent and operational expenses.	\$226,818.56
Western Youth Network	Mentoring program for youth impacted by substance use in the home, Youth Mental Health First Aid.	\$85,205
	TOTAL:	= \$507,023.56

What's Next?

June

- AppHealthCare follows up with awardees regarding any review committee/OSTAT feedback for projects as well as to review reporting and invoicing procedures
- AppHealthCare submits resolution authorizing expenditure to CORE NC

July

- Projects begin

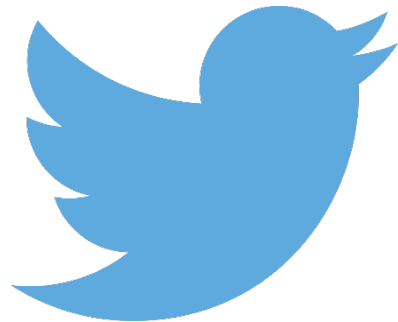
Spring 2026

- Tentative: next round of strategic planning



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Agreement
between
Watauga County
and
Appalachian District Health
Department
(AppHealthCare)



WHEREAS Watauga County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”);

WHEREAS Watauga County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.5 of the MOA states:

Use of settlement funds under Option A and Option B. Local Governments shall spend Opioid Settlement Funds from the Local Abatement Funds on opioid remediation activities using either or both of the processes described as Option A and Option B below, unless the relevant National Settlement Agreement or Bankruptcy Resolution further limit the spending.

Now, **THEREFORE**, in consideration of the following terms, the parties as follows:

A. Term. The term of this agreement is beginning July 1st, 2025, terminating June 30th, 2026.

B. Contractor responsibilities. Appalachian District Health Department (AppHealthCare) shall:

- (1) Provide oversight and administration of opioid settlement expenditures, complete required reporting, develop and improve opioid-related data, and coordinate and/or subcontract with a professional consultant to lead strategic planning efforts for future opioid settlement projects in collaboration with the County, partner agencies, and community stakeholders;
- (2) Subcontract with the following agencies to implement projects as approved by the Review Committee:

- High Country Caregivers
- High Country Community Health
- Mediation & Restorative Justice Center
- Western Youth Network

(3) Provide harm reduction services, training, and health education to prevent and/or reduce overdose deaths in alignment with the Vital Strategies matching funds grant.

C. Watauga County's Responsibilities. Watauga County shall:

(1) Provide funds to AppHealthCare not to exceed \$628,268.56 to be used as follows:

- \$121,245.00 for oversight and administration of expenditures, reporting, data development, and coordination of future opioid settlement projects
- Subcontracts for identified projects, including:
 - High Country Caregivers for \$45,000.00
 - High Country Community Health for \$150,000.00
 - Mediation and Restorative Justice Center for \$226,818.56
 - Western Youth Network for \$85,205.00

Funds not spent and not sub-awarded will be tracked and carried over for the following year.

D. Amendments. This Agreement may be amended by written consent of both parties, all amendments shall be attached to this agreement.

E. Civil Rights: All activities under this contract will be conducted in accordance with Title VI, Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and Age Discrimination Act of 1975 and the Watauga County rules, regulations and policies. No person, shall, on the grounds of age, race, color, creed, marital status, national origin, political beliefs, sex, handicap or financial status be submitted to discrimination under this contract.

F. In the event Contractor should die, become permanently disabled, or lose licensure required to perform the services set forth herein, this agreement shall be deemed to immediately terminate. If this agreement terminates before the end of the term, Contractor is subject to repayment of the funds received to Watauga County, for which they have not expended under Option A at the termination date, have failed to use appropriately and/or, misappropriated.

G. Contractor shall have no rights to transfer, or pledge any rights or benefits accruing to Contractor hereunder.

H. Watauga County's rights and obligations under this agreement shall inure to the benefit and shall be binding upon Watauga County's successors and assigns.

I. All rights and liabilities of the parties of this agreement shall be determined in accordance with North Carolina law.

J. In the event any of the terms of this agreement are held to be partially or wholly invalid or unenforceable, such holdings affect, alter, modify or impair any of the other terms of this agreement which are otherwise to be held to be valid to be enforceable.

K. This agreement constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof.

Watauga County
(AppHealthCare)

Appalachian District Health Department

Braxton Eggers, Chair
Watauga County Board of Commissioners

Jennifer Greene
Health Director/CEO

Date: _____

Date: _____

ATTEST:

Deron Geouque, County Manager

Angela R. Poole, Business Officer/CFO
Appalachian District Health Department
AppHealthCare

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

A RESOLUTION BY THE COUNTY OF WATAUGA TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS Watauga County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen, and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and certain bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”);

WHEREAS Watauga County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states:

E.6. Process for drawing from special revenue funds.

- a. Budget item or resolution required. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
- b. Budget item or resolution details. The budget or resolution should (i) indicate that it is an authorization for expenditure of opioid settlement funds; (ii) state the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy, and (iii) state the amount dedicated to each strategy for a stated period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, Watauga County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
 - a. Name of strategy: Collaborative strategic planning
 - b. Strategy is included in [Exhibit A](#)
 - c. Item letter and/or number in Exhibit A,
 - i. Strategy 1: Collaborative strategic planning
 - d. Amount authorized for this strategy: \$121,245.00
 - e. Period of time during which expenditure may take place:
Start date July 1, 2025 through End date June 30, 2026
 - f. Description of the program, project, or activity: AppHealthcare to coordinate and/or contract with a professional consultant to lead strategic planning efforts for future opioid settlement projects in collaboration with the County, partner agencies, and community stakeholders, oversee and administer opioid settlement funds approved by the County, complete reports in compliance with the NC

- MOA, develop data and map systems to contribute to future collaborative strategic planning efforts.
- g. Provider: AppHealthCare
2. Second strategy authorized
- a. Name of strategy: Recovery support services
 - b. Strategy is included in [Exhibit A](#)
 - c. Item letter and/or number in Exhibit A,
 - i. Strategy 3: Recovery support services
 - d. Amount authorized for this strategy: \$322,344.76
 - e. Period of time during which expenditure may take place:
Start date July 1, 2025 through End date June 30, 2026
 - f. Description of the program, project, or activity: AppHealthCare to provide linkages to care for medication-assisted treatment, opioid use treatment services, peer support, and harm reduction services for clients impacted by opioid use disorder to prevent and/or reduce overdose deaths in alignment with the Vital Strategies matching funds grant; High Country Community Health to expand case management and peer support services for their MOUD program; Mediation & Restorative Justice Center/Homestead Recovery Center to provide recovery support services through its Peer Service program including basic supplies, nutritional assistance, overdose prevention strategies, shower and laundry services, mobile outreach to high-need areas, weekly recovery support groups and meetings, recovery events throughout the year, as well as support and access to supplies and Peer Service resources embedded throughout all of HRC's programming.
 - g. Provider: AppHealthCare, High Country Community Health, Mediation and Restorative Justice Center/Homestead Recovery Center
3. Third strategy authorized
- a. Name of strategy: Recovery housing support
 - b. Strategy is included in [Exhibit A](#)
 - c. Item letter and/or number in Exhibit A,
 - i. Strategy 4: Recovery housing support
 - d. Amount authorized for this strategy: \$71,307.80
 - e. Period of time during which expenditure may take place:
Start date July 1, 2025 through End date June 30, 2026
 - f. Description of the program, project, or activity: Mediation & Restorative Justice Center/Homestead Recovery Center to operate the only recovery housing program in Watauga County, The Homeplace, as well as provide linkage and financial sponsorship for participants to enter and maintain recovery housing in other areas of the state when The Homeplace beds are full or not a good fit.
 - g. Provider: Mediation and Restorative Justice Center/Homestead Recovery Center
4. Fourth strategy authorized
- a. Name of strategy: Early intervention
 - b. Strategy is included in [Exhibit A](#)
 - c. Item letter and/or number in Exhibit A,
 - i. Strategy 6: Early intervention
 - d. Amount authorized for this strategy: \$130,205.00
 - e. Period of time during which expenditure may take place:
Start date July 1, 2025 through End date June 30, 2026

- f. Description of the program, project, or activity: High Country Caregivers to fund a Licensed Clinical Social Worker to support individuals through their kinship care program that have been impacted by substance use in the home; Western Youth Network's Mentoring Program to serve students in the mentoring program, all of whom will be referred by school mental health professionals, juvenile court case workers, or Department of Social Services due to substance misuse in the household, as well as to provide Youth Mental Health training sessions for volunteers.
- g. Provider: High Country Caregivers, Western Youth Network (WYN)
- 5. Fifth strategy authorized
 - a. Name of strategy: Naloxone distribution
 - b. Strategy is included in [Exhibit A](#)
 - c. Item letter and/or number in Exhibit A,
 - i. Strategy 7: Naloxone distribution
 - d. Amount authorized for this strategy: \$23,166.00
 - e. Period of time during which expenditure may take place:
Start date July 1, 2025 through End date June 30, 2026
 - f. Description of the program, project, or activity: High Country Community Health to provide Naloxone to individuals in the community and those they serve as well as provide training and education on how to use Naloxone.
 - g. Provider: High Country Community Health

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategy is \$668,268.56

Adopted this the _____ day of _____, 2025.

Braxton Eggers, Chair
Watauga County Board of Commissioners

ATTEST:

Deron Geouque, County Manager

COUNTY SEAL

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AGENDA ITEM 8:

PROPOSED PROCLAMATION FOR ELDER ABUSE AWARENESS DAY

MANAGER’S COMMENTS:

Ms. Christie Markham, Ms. Angie Boitnotte, and Mr. Zack Green will present a proclamation declaring June 15, 2025, as “World Elder Abuse Awareness Day” in North Carolina.

Board action is requested to adopt the proclamation as presented.



MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Christie Markham, Adult Services Supervisor, Watauga DSS

Angie Boitnotte, Director, Watauga County Project on Aging

Zack Green, Director, High Country Area Agency on Aging

DATE: May 21, 2025

SUBJECT: Request for Board of Commissioners' Recognition of World Elder Abuse Awareness Day

Please see the attached proposed Watauga County proclamation for World Elder Abuse Awareness Day on June 15, 2025.

In state fiscal year 2024, there were 38,490 reports of abuse, neglect or exploitation of vulnerable and older adults made to North Carolina's 100 County Departments of Social Services. More than half of these reports were evaluated by a social worker to see if conditions in the report merited further action.

Unfortunately, national and international research shows that abuse, neglect and exploitation of vulnerable and older adults are grossly under reported. Reports are made not only by doctors and other professionals, but by family members and concerned citizens in our communities. North Carolina's vulnerable and older adults of all social, economic, racial and ethnic backgrounds may be targets of abuse, neglect or exploitation which can occur in families, long-term care facilities

and communities. Protecting North Carolina's vulnerable and older adults is a community responsibility and all citizens are charged under state law to report suspected abuse, neglect or exploitation to their local County Department of Social Services.

The Division of Social Services partners with County Departments of Social Services, and other agencies at the county and state level, to offer statewide programs for adult protective services and to increase awareness about elder abuse and consumer fraud. Locally, Watauga County has an Elderly and Disabled Adult Abuse Prevention Team that meets monthly and is a voluntary collaboration of several community-based agencies and organizations whose primary goal is to protect and promote the health and welfare of elderly and disabled adults within Watauga County.

We all have the responsibility to support the safety, welfare, and dignity of North Carolina's vulnerable and older adults. We urge all citizens to work together to help protect adults from abuse, neglect, and exploitation. It is imperative that North Carolinians refuse to tolerate the indignity of Elder Abuse.

Thank you for your consideration.

Enclosures

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

WORLD ELDER ABUSE AWARENESS DAY

JUNE 15, 2025

A PROCLAMATION

WHEREAS, Watauga County's seniors deserve to live safely with dignity, and as independently as possible, with the supports they need; and

WHEREAS, Elder abuse is most often defined as any act that harms a senior or jeopardizes his or her health or welfare. Victims of this crime come from all walks of life and does not discriminate among social, racial, ethnic, or religious backgrounds; and

WHEREAS, Eliminating abuse to older persons is each community's responsibility; the County of Watauga is concerned about the risk to our older residents who suffer from neglect or are victims of financial, emotional or physical abuse; and

WHEREAS, All of our residents should watch for signs of abuse such as physical trauma, withdrawal, depression, anxiety, fear of family members, friends or caregivers; and

WHEREAS, all citizens are required under state law to report suspected abuse, neglect or exploitation to their local County Department of Social Services; and

WHEREAS, Watauga County joins North Carolina, this nation, and the world in recognizing World Elder Abuse Awareness Day.

NOW, THEREFORE, BE IT PROCLAIMED that the Watauga Board of Commissioners and the people of our great county, do hereby proclaim June 15, 2025 as Elder Abuse Awareness Day and encourage everyone to commit to build safer communities for our vulnerable adult and elderly residents.

ADOPTED this the 3rd day of June, 2025.



Braxton Eggers, Chairman
Watauga County Board of Commissioners

ATTEST:

Monica Harrison, Deputy Clerk to the Board

AGENDA ITEM 9:**REQUEST TO AMEND THE “NOT TO EXCEED” AMOUNT IN SDR AND DEBRISTECH’S NOTICE TO PROCEED****MANAGER’S COMMENTS:**

Mr. Chip Patterson, SDR, will request the Board approve an additional increase to the “Not to Exceed” (NTE) amount from \$3.8 million to \$5,950,000, an additional increase of \$2,150,000. Mr. Patterson will be on hand to present the request and answer any questions the Board may have. The amount is fully reimbursable by FEMA and or the State. The increase would allow SDR to continue right-of-way debris removal and complete the project. In conjunction with that amendment, Mr. Dennis Cruthird with Debris Tech (monitoring company as required by FEMA for reimbursement) will request an additional increase in the “Not to Exceed” amount of their contract from \$1.5 million to \$2 million. The \$2 million plus the \$5,950,000 brings the total amount to \$7,950,000 which is approximately \$1,559,219 more than the initial estimate. The Board could elect to not approve the requests which would cease the remainder of all right-of-way debris removal and require the County to bid out the service and ensure FEMA/State reimbursement. Staff would recommend the Board approve the increases to the NTE’s for both companies to eliminate any delay in right-of-way debris removal.

Board approval is required to grant the increase from \$3,800,000 to \$5,950,000 in SDR’s “Not to Exceed” amount and Debris Tech’s increase from \$1,500,000 to \$2 million in the “Not to Exceed” amount.



County of Watauga

Administration Building, Suite 205 • 814 West King Street • Boone, North Carolina 28607

BOARD OF COMMISSIONERS

Braxton Eggers, Chairman
Todd Castle, Vice-Chairman
Emily Greene
Tim Hodges
Ronnie Marsh

Telephone 828-265-8000

TDD 1-800-735-2962

Voice 1-800-735-8262

COUNTY MANAGER

Deron T. Geouque

COUNTY ATTORNEY

Nathan Miller

June 3, 2025

Via email: brooks@debristech.com
DebrisTech, LLC
Attn: Brooks Wallace, President

Re: Letter dated September 28, 2024 from Watauga County, North Carolina to
DebrisTech, LLC (the "NTP Letter")

Dear Brooks,

In the NTP Letter, the estimated cost of debris removal monitoring is \$1,000,000 (the "Not to Exceed Amount"). Watauga County agreed to a first amendment of the NTP Email to increase the Not to Exceed (NTE) amount to \$1,500,000. The County agrees to a second amendment to increase the NTE amount of \$2,000,000. If you are in agreement, please countersign and return a copy to me.

Sincerely,

Watauga County, NC

By: _____
Name: Braxton Eggers
Title: Chairman, Board of Commissioners

Acknowledged and Agreed:

DebrisTech, LLC

Brooks Wallace, President

AGENDA ITEM 10:

PROJECT ON AGING MATTERS

A. Proposed Revision to Home & Community Care Block Grant (H&CCBG) FY 25 Allocation

MANAGER'S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will request the Board revise the original allocation of the Home and Community Care Block Grant (H&CCBG). The request is to move \$2,000 from IHA I to Congregate Nutrition and \$10,000 from IHA II to Home Delivered Meals.

Board action is required to approve the revised Home and Community Care Block Grant (H&CCBG) allocation as presented in the packet.



Watauga County Project on Aging

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

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

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: May 21, 2025

SUBJ: Revised Allocation of FY2025 Home and Community Care Block Grant Funds

Due to current levels of spending, the initial allocation of funds to IHA Levels I and II needs to be reduced. A revision was completed to move \$2,000 from IHA I to Congregate Nutrition and \$10,000 from IHA II to Home Delivered Meals. The overall allocation and match remain the same.

The revised allocation to services is as follows:

HCCBG Service	HCCBG Allocation	Match
In-Home Aide Level I	\$83,089 (-\$2,000)	\$9,232
In-Home Aide Level II	\$60,670 (-\$10,000)	\$6,741
Congregate Meals	\$49,830 (+2,000)	\$5,537
Home Delivered Meals	\$121,199 (+\$10,000)	\$13,467
Transportation	\$6,000	\$667

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

Watauga County Project on Aging			Home and Community Care Block Grant for Older Adults										DAAS-732	
132 Poplar Grove Conn, Suite A			County Funding Plan										County: WATAUGA	
Boone, NC 28607			Provider Services Summary										Budget Period: July 2024 through June 2025	
													Revision #: 2 Date: 4/30/2025	
Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
	Direct	Purchase	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
Transportation (General)		X	\$ 6,000	\$ -	\$ -	\$ 6,000	\$ 667	\$ 6,667	\$ -	\$ 6,667	518	\$ 12.8747	13	2,275
In-Home Aide-Level I - Home Management	X		\$ -	\$ 83,089	\$ -	\$ 83,089	\$ 9,232	\$ 92,321	\$ -	\$ 92,321	3,221	\$ 28.6599	90	13,221
In-Home Aide-Level II - Personal Care	X		\$ -	\$ 60,670	\$ -	\$ 60,670	\$ 6,741	\$ 67,411	\$ -	\$ 67,411	2,229	\$ 30.2439	35	8,890
Congregate Nutrition	X		\$ -	\$ -	\$ 49,830	\$ 49,830	\$ 5,537	\$ 55,367	\$ 12,380	\$ 67,747	6,489	\$ 8.5330	150	15,475
Home Delivered Meals	X		\$ -	\$ 121,199	\$ -	\$ 121,199	\$ 13,467	\$ 134,666	\$ 18,556	\$ 153,222	13,010	\$ 10.3509	100	23,195
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Total			\$ 6,000	\$ 264,958	\$ 49,830	\$ 320,788	\$ 35,644	\$ 356,432	\$ 30,936	\$ 387,368	25,467		388	63,056
*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate														
ADC			ADHC											
Daily Care	\$33.07	\$ 40.00	Certification of required minimum local match availability.											
Administrative			Required local match will be expended simultaneously with Block Grant Funding.											
Proj. Reimbursement Rate	\$33.07	\$ 40.00	Authorized Signature, Title											
Administrative %	0.00%	0.00%	Community Service Provider											
			Date											
			Signature, Chairman, Board of Commissioners											
			Date											

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AGENDA ITEM 10:

PROJECT ON AGING MATTERS

B. Proposed Allocation of Projected FY 26 Home & Community Care Block Grant (H&CCBG) Funds

MANAGER'S COMMENTS:

Ms. Angie Boitnotte, Project on Aging Director, will request Board action to accept the projected allocation of \$320,788 in Home and Community Care Block Grant (H&CCBG) funds for FY 2026. The required local match is \$35,644 and is present in the Project on Aging's FY 2026 requested budget. The allocation is as detailed in Ms. Boitnotte's memo.

Board approval is requested to accept the projected allocations for FY 2026 Home & Community Care Block Grant (H&CCBG) Funds.



Watauga County Project on Aging

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

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

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: May 21, 2025

SUBJ: Allocation of Projected FY26 Home and Community Care Block Grant Funds

The Home and Community Care Block Grant (HCCBG) allocation for FY2026 is projected to be \$320,788, which requires a local match of \$35,644. The match is present in our FY26 County budget request. The HCCBG Advisory Committee met and made the following recommendations for the projected allocation:

HCCBG Service	HCCBG Allocation	Match
In-Home Aide Level I	\$83,089	\$9,232
In-Home Aide Level II	\$60,670	\$6,741
Congregate Meals	\$49,830	\$5,537
Home Delivered Meals	\$121,199	\$13,467
Transportation	\$6,000	\$667

Upon approval, these funds will become part of the Project on Aging FY2026 budget.

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

Watauga County Project on Aging		Home and Community Care Block Grant for Older Adults										DAAS-732		
132 Poplar Grove Conn, Suite A		County Funding Plan										County: WATAUGA		
Boone, NC 28607		Provider Services Summary										Budget Period: July 2025 through June 2026		
												Revision #: Date:		
Services	Serv. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
Transportation (General)		X	\$ 6,000	\$ -	\$ -	\$ 6,000	\$ 667	\$ 6,667	\$ -	\$ 6,667	479	\$ 13.9094	25	2,383
In-Home Aide-Level I - Home Management	X		\$ -	\$ 83,089	\$ -	\$ 83,089	\$ 9,232	\$ 92,321	\$ -	\$ 92,321	2,983	\$ 30.9532	100	13,687
In-Home Aide-Level II - Personal Care	X		\$ -	\$ 60,670	\$ -	\$ 60,670	\$ 6,741	\$ 67,411	\$ -	\$ 67,411	2,064	\$ 32.6650	40	9,161
Congregate Nutrition	X		\$ -	\$ -	\$ 49,830	\$ 49,830	\$ 5,537	\$ 55,367	\$ 12,380	\$ 67,747	5,904	\$ 9.3782	200	15,475
Home Delivered Meals	X		\$ -	\$ 121,199	\$ -	\$ 121,199	\$ 13,467	\$ 134,666	\$ 18,556	\$ 153,222	11,879	\$ 11.3368	120	23,195
Senior Center Operation			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
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	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		-
Total			\$ 6,000	\$ 264,958	\$ 49,830	\$ 320,788	\$ 35,644	\$ 356,432	\$ 30,936	\$ 387,368	23,308		485	63,901
*Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate														
	ADC		ADHC											
Daily Care	\$33.07	\$ 40.00	Certification of required minimum local match availability.											
Administrative			Required local match will be expended simultaneously with Block Grant Funding.											
Proj. Reimbursement Rate	\$33.07	\$ 40.00	Authorized Signature, Title Date											
Administrative %	0.00%	0.00%	Community Service Provider											
			Signature, County Finance Officer Date						Signature, Chairman, Board of Commissioners Date					

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AGENDA ITEM 11:**MAINTENANCE MATTERS*****A. Old Cove Creek School Sports Facility Feasibility Study and Concept Plan*****MANAGER'S COMMENTS:**

The County recently solicited Requests for Qualifications regarding the Old Cove Creek Sports Facility. The County received three submittals. After thorough review and consideration, staff is recommending BREC for the project. The feasibility study and concept plan for the Old Cove Creek School facility is attached. Estimated cost for the project including architecture and engineering services is \$1,508,000. Funds would come from insurance, FEMA reimbursements, grants, Watauga County TDA, and administrative contingency.

Board action is required to award the contract to BREC and approve the \$185,000 for architecture, engineering, bid documents and bidding, construction documents and administration, and permitting.

Board action is required.

May 28, 2025

Watauga County Maintenance
Attn: Robert Marsh
274 Winklers Creek Rd. Suite B
Boone, NC 28607

RE: Old Cove Creek School Sports Facility Design, Permitting, and Construction Administration – Watauga County, NC

To Whom it May Concern,

It is our pleasure to make this proposal for the Old Cove Creek School Sports Facility Design, Permitting, and Construction Administration in Sugar Grove, NC. Blue Ridge Environmental Consultants, PA, a licensed NC Professional Engineering Firm are pleased to provide a proposal to perform feasibility level civil engineering site design for your project. The final design will be based on the concept plan approved by the Board of Commissioners. The following proposal outlines our firm's understanding of the project, the scope of services, excluded services, the cost of our services, and our authorization requirements.

SCOPE OF WORK

1. Technical Review of Compliance Requirements

- Review local, state, and federal regulatory requirements related to site restoration and floodplain restrictions.
- Identify key compliance issues and constraints affecting the project.

2. Final Design Services

- Complete construction documents suitable for competitive bidding.
- Design plans will address layout, grading, utilities, stormwater management, lighting, foundations, electrical and plumbing fixtures, and architectural features.

3. Well Design and Permitting

4. Permitting Coordination

- Coordinate with applicable agencies to obtain required permits, including:
 - Floodplain Development Permit
 - Section 401 and 404 Permits (NCDEQ and USACE)
 - Erosion and Sediment Control Plan approval
 - Building, electrical, and plumbing permits

5. Construction Administration

- Provide project oversight during construction, including:
 - Bid assistance
 - Contractor coordination and clarification of design intent
 - Limited site visits
 - Review of contractor pay applications
 - Final inspection and project close-out support

EXCLUSIONS AND ADDITIONAL TERMS

1. Retaining wall design is excluded. Design of any required retaining walls will be the responsibility of the owner or the owner's contractor.
2. Irrigation system design is excluded.
3. Traffic impact studies or analysis are excluded.

4. Design of non-conventional septic systems or analysis by soil scientists is excluded.
5. Clearing for geotechnical work is excluded.
6. Flood studies are excluded.
7. Plan rendering and elevations are excluded.
8. Construction oversight and testing are excluded.
9. Fire protection sprinkler system design is excluded.
10. Wetland and stream delineations and jurisdictional determinations or permitting are excluded.
11. Design of off-site utility extensions is excluded.
12. Photometric Plan is excluded.
13. Any fees encumbered in the acquisition of digital data required by the governing jurisdiction are the responsibility of the owner.
14. All permit fees are the responsibility of the owner.
15. Water availability, stormwater utility, and mitigation fees of any type are excluded.
16. Printing beyond those required to obtain all required permits is excluded.
17. Any additional services will be billed at unit rates based on the unit rate sheet.
18. If at any time it is determined that the project is not feasible or that the owner does not wish to pursue the project, the owner will be responsible for the pro-rated portion of BREC's services through the time of discontinuation.

AUTHORIZATION REQUIREMENT

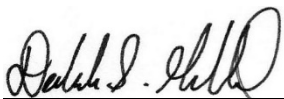
This letter serves as the agreement for our services. You may indicate your acceptance of the agreement, our authorization to proceed, as well as our Terms of Service by signing below.

PROFESSIONAL FEE SCHEDULE

LUMP SUM - \$185,000

SCHEDULE

- Begin work June 1, 2025
- Submit for Permit Document in August 2025
- Release Bid Documents in September 2025



DEREK GODDARD, BREC PA

5/28/2025

DATE

AUTHORIZED AGENT- PRINT AND SIGN

DATE

Blue Ridge Environmental Consultants, PA**PROPOSAL ACCEPTANCE**

Client Signature: _____

Date: _____

Please complete and return this page to **Blue Ridge Environmental Consultants, PA** to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms, Project Agreement/Authorization to Proceed, and Conditions of Service and agrees to be bound by such Terms and Condition of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client: _____

Name of Contact Person: _____

Telephone No. of Contact Person: _____

Party Responsible for Payment: _____

Company Name: _____

Person/Title: _____

Department: _____

Billing Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

Blue Ridge Environmental Consultants, PA

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, including any supplements that may be agreed to in writing signed by the parties in advance of the work provided, along with the accompanying Project Agreement and Authorization to Proceed constitute the entire Agreement ["AGREEMENT"] under which Services are to be provided by Blue Ridge Environmental Consultants, PA ["BREC"] (including its employees, officers, successors and assigns) for Client ["CLIENT"] (including its employees, officers, successors and assigns).

INDEPENDENT CONSULTANT STATUS

Except as may be otherwise noted herein, BREC shall serve as an independent professional consultant to CLIENT and shall have control over, and responsibility for, the means and methods for providing the Services under this AGREEMENT, including the retention of Subcontractors and Sub consultants. Unless expressly stated in BREC's, Project Agreement and Authorization to Proceed BREC shall not serve as CLIENT'S agent or representative.

SCOPE OF SERVICES

It is understood that the Scope of Services, Professional Fees, exclusions, additional terms and time schedule defined in the Project Agreement and Authorization to Proceed are based on information provided by CLIENT and/or CLIENT'S contractor and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, or if conditions are discovered that could not be foreseen by a reasonable person, the Scope of Services may change, even while the Services are in progress.

STANDARD OF CARE

BREC shall strive to perform its professional Services in a manner consistent with that level of skill and care ordinarily exercised by competent members of the same profession providing similar Services in the same region, under similar conditions during the same time period. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any BREC report, opinion, plan or other Document of Service, in connection with BREC'S Services.

CLIENT understands and agrees that BREC'S professional judgment must rely on the facts learned during performance of the Scope of Services. Consequently, CLIENT agrees that it shall not bring a claim, based upon facts subsequently learned, regarding conditions in areas not evaluated by BREC, or which were not part of the immediate area(s) explicitly evaluated by BREC.

BREC'S professional Services shall be provided in a manner consistent with sound engineering and professional practices. If a situation arises that causes BREC to believe compliance with CLIENT'S wishes could result in BREC violating applicable Laws or Regulations, or will expose BREC to claims or other charges, BREC shall so advise CLIENT. If CLIENT'S actions or inaction result in a violation of applicable Laws or Regulations, BREC shall have the right to terminate its Services in accordance with the TERMINATION of provisions of this AGREEMENT.

If CLIENT decides to disregard BREC'S recommendations with respect to complying with applicable Laws or Regulations, BREC shall determine if BREC is required to notify the appropriate public officials. CLIENT agrees that such determinations are BREC'S sole right to make. CLIENT also agrees that BREC shall not bear liability for failing to report conditions that are CLIENT'S responsibility to report.

CLIENT DISCLOSURES

CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish BREC with all known and unknown information as it becomes available regarding site conditions

CLIENT shall notify BREC of any known, assumed, or suspected regulated, contaminated, or Hazardous Materials that may exist at the Site. Such Hazardous Materials shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form ["Hazardous Materials"].

If any Hazardous Materials are discovered, or are reasonably suspected by BREC after its Services are initiated, a Changed Condition shall exist.

INFORMATION PROVIDED BY OTHERS

CLIENT waives any claim of liability against BREC regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other

information in any form provided to BREC, including such information that becomes incorporated into BREC'S design documents

RISKS

CLIENT acknowledges that special risks are associated with projects of this scope and complexity. Including but not limited to project feasibility, costs, and profitability. At no time does BREC guarantee any of the above conditions.

The CLIENT understands that such risks cannot be eliminated and agrees that the Project Agreement and Authorization to Proceed is that which CLIENT agrees suits CLIENT'S own risk tolerances. CLIENT may request BREC to evaluate the risks and provide a higher level of feasibility to reduce such risks, if desired or appropriate.

RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

CLIENT warrants that it possesses the authority to provide right of entry permission for the performance of BREC'S Services. CLIENT hereby grants BREC and its subcontractors and/or agents, the right to enter from time to time onto the property owned by CLIENT and/or other(s) in order for BREC to perform the Scope of Services.

Except where BREC'S Scope of Services explicitly includes obtaining permits, licenses, and/or utility clearances for the performance of BREC'S Services, CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by BREC.

BREC will take reasonable precautions to limit damage to the Site and Improvements during the performance of BREC'S Services, but makes no guarantees that said precautions will prevent any damage.

CLIENT agrees that it will not bring any claims for liability or for injury or loss allegedly arising from the fulfillment of the Project Agreement and Authorization to Proceed.

UNDERGROUND UTILITIES

In addition to CLIENT-furnished information regarding underground utilities, BREC shall take reasonable and locally customary precautions, possibly including contacting local public and/or private utility locating services, and/or conducting research of publicly available information, to identify underground utilities, as deemed appropriate in BREC'S professional opinion. The extent of such precautions shall be at BREC'S sole discretion.

CLIENT recognizes that despite due care, BREC may be unable to identify the locations of all subsurface utility lines and man-made features, and that information obtained by BREC and/or BREC'S subcontractor(s) or provided to BREC from any entity may contain errors or be incomplete.

CLIENT agrees that BREC shall not be liable for damage or injury, consequential economic damages, and/or penalties resulting from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to BREC'S attention in writing and correctly shown on the diagram(s) furnished by CLIENT or CLIENT'S consultants, or for underground features not marked, or improperly located by governmental or quasi-governmental locators, utility owners, or private locating services.

OWNERSHIP OF DOCUMENTS

With the exception of the copies of the BREC Documents of Service provided to the CLIENT, all documents, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by BREC ["Documents of Service"] maintained in any form deemed appropriate by BREC, are and remain, the property of BREC.

Any Services provided by BREC shall be (including subcontracted Services) for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT is not permitted.

CLIENT agrees to not use BREC'S Documents of Service for any other projects or for the Project which has changed in scope, or extensions of the Project, from the details contemplated in BREC'S Documents of Service. Any reuse without BREC'S written consent shall be at CLIENT'S sole risk and without liability to BREC or to BREC'S subcontractor(s).

CLIENT agrees that BREC'S Documents of Service may not under any circumstances be altered by any party except BREC. CLIENT warrants that BREC'S Documents of Service shall be used only and exactly as submitted by BREC.

Files in electronic media format of text, data, graphics, or other types that are furnished by BREC are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the

user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

SAFETY

CLIENT agrees that BREC is responsible solely for the basic safety of BREC's employees on the Project Site. These responsibilities shall not be inferred by any party to mean that BREC has responsibility for any portion of site safety for any reason. Unless otherwise expressly agreed to in writing, BREC's Scope of Services excludes responsibility for any aspect of site safety other than for BREC's own employees, and nothing herein shall be construed to relieve CLIENT and/or its other contractors, consultants, or other parties from their responsibility for the safety of their own employees. For active construction sites, CLIENT also agrees that the General Contractor is solely responsible for Project Site safety, and that BREC personnel rely on the safety measures provided by the General Contractor.

In the event BREC expressly assumes health and safety responsibilities for toxic or other concerns specified, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements.

CONSTRUCTION TESTING AND REMEDIATION SERVICES

CLIENT understands that construction testing and observation Services are conducted to reduce, not eliminate, the risk of problems arising during or after construction or remediation, and that provision of such Services does not create a warranty or guarantee of any type. Monitoring and/or testing Services provided by BREC shall not in any way relieve the CLIENT's contractor(s) from their responsibilities and obligations for the quality or completeness of construction, nor for complying with applicable Laws and codes.

The professional activities of BREC, or the presence of BREC employees and subcontractors, shall not be construed to imply BREC has any responsibility for the means, methods, techniques, sequencing of construction, or procedures of construction selected, for safety precautions and programs incidental to the Contractor's Work. Furthermore, BREC does not and shall not have or accept authority to supervise, direct, control, or stop Contractor's Work.

BREC strongly recommends that CLIENT retain BREC to provide its Services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT's contractor(s). If CLIENT elects to retain BREC on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the increased risks that a significantly lower level of construction quality may occur and that such defects may not be undetected by BREC's part time observations. Therefore CLIENT waives any and all claims against BREC related to unsatisfactory quality or performance of elements observed or tested by BREC on a part time basis.

CERTIFICATIONS

CLIENT may request, or governing jurisdictions may require, BREC to provide a "certification" regarding Services provided by BREC. Any "certification required by BREC by the CLIENT, or jurisdiction(s) having authority over some or all aspects of the Project, shall consist of BREC's inferences and professional opinions based on limited sampling, observations, tests, and/or analyses performed by BREC at discrete locations and times. BREC's "certification" shall consist of BREC's professional opinion of a condition's existence, but BREC does not guarantee that such condition exist, nor does it relieve other parties of responsibilities or obligations such parties have. CLIENT agrees not to make resolution of any dispute with BREC or payment of any amount due to BREC in any way contingent upon BREC signing any such "certification" documents.

BILLINGS AND PAYMENTS

Billings will be based on the unit rates, travel costs, and other reimbursable expenses stated in the Professional Fees. Any Estimate of Professional Fees stated in this AGREEMENT shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated in this AGREEMENT.

Should BREC identify a Changed Condition, BREC shall notify the CLIENT of the Changed Condition(s) that BREC's professional judgment requires an amendment of the Professional Fees, time schedule, and/or Scope of Services. BREC and CLIENT shall promptly and in good faith negotiate a written amendment to this AGREEMENT. CLIENT recognizes that time is of the essence with respect of payment of BREC's invoices, and that timely payment is a material part of the consideration of this AGREEMENT. Payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices shall be due and payable upon receipt.

If CLIENT disputes all or part of an invoice, CLIENT shall provide BREC with written notice stating in detail the facts of the dispute within twenty-one (21) calendar days of the invoice date and agrees to pay the undisputed amount of such invoice promptly.

BREC reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is greater) of the invoiced amount per month for any payment received by BREC more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment will first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit in which BREC is not involved, upon CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by BREC in enforcing any provision of the AGREEMENT, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT within 30 days of receipt of same from BREC.

Payment of any Invoice by the CLIENT shall be taken to mean that the CLIENT agrees to the provisions of the AGREEMENT and is satisfied with BREC's Services and is not aware of any defects in those Services, unless CLIENT has provided notice to BREC in accordance with the Defects in Service provisions of this AGREEMENT.

DEFECTS IN SERVICE

CLIENT and CLIENT'S personnel and contractors shall promptly inform BREC of any actual or suspected defects in BREC's Services, to help BREC take those prompt, effective measures that in BREC's opinion will help reduce or eliminate the consequences of any such defect. Corrections of defects attributable to BREC's Services shall be provided at no cost to CLIENT, except in the case that the deficiency is directly attributable to CLIENT furnished information; CLIENT shall compensate BREC for the costs for correcting such defects, within 30 days.

Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects in Services. CLIENT shall compensate BREC for Additional Services required as a result of jurisdictional review requirements, within 30 days.

INSURANCE

BREC represents that it and its subcontractors and sub consultants are protected by Workers Compensation insurance, and that BREC is covered by general liability, automobile and professional liability insurance policies which it deems reasonable and adequate.

BREC shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in BREC insurance, the cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

INDEMNIFICATION

BREC agrees to hold harmless and indemnify CLIENT from and against damages arising from BREC's negligent performance of its Services to the extent that such injury is found to be caused by BREC's negligent acts, errors or omissions, specifically excluding any damages caused by any third party or by the CLIENT.

To the fullest extent permitted by applicable Law, CLIENT agrees to indemnify, defend, and hold BREC harmless from and against any and all liability, claims, suits, damages, demands, fines, penalties, costs, and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT and CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) injury to or loss of value to tangible personal property; or (c) a breach of this AGREEMENT, except to the extent such Damage is caused by the sole negligence or willful misconduct of BREC.

It is specifically understood and agreed that in no case shall BREC be required to pay an amount of Damages disproportional to BREC's culpability, or any share of any amount levied to recognize more than actual economic damages.

CONSEQUENTIAL DAMAGES

CLIENT shall not be liable to BREC and BREC shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of

the nature of the fault, or wherever committed by the CLIENT or BREC, their employees, consultants, agents, contractors, or subcontractors, or whether such liability arises in breach of contract or warranty, tort (including negligence), Statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

BREC shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by BREC, its employees, agents, or subcontractors.

SOURCES OF RECOVERY

All claims for damages related to the Services provided under this AGREEMENT shall be made against the BREC entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of BREC, unless such claims are based on acts unrelated to the provision of Services under this AGREEMENT.

CLIENT agrees that it will not seek Damages from any individual associated with BREC as an officer, principal, partner, employees, or owner, from any and all claims or liability for injury or loss including but not limited to that would require such individual to relinquish personal assets to satisfy such claim.

THIRD PARTY CLAIMS EXCLUSION

This AGREEMENT shall not create any rights or benefits to parties other than CLIENT and BREC. No third-party shall have the right to rely on BREC's opinions rendering connection with BREC's Services without both CLIENT'S and BREC's written consent and the third-party's agreement to be bound to the same terms and conditions contained in this AGREEMENT as CLIENT, and third-party's agreement that BREC's Scope of Services performed is adequate.

DISPUTE RESOLUTION

All claims, disputes or controversies ["Disputes"] arising out of, or in relation to the interpretation, application or enforcement of this AGREEMENT shall be decided as follows:

CLIENT and BREC agree to attend a dispute resolution meeting within fourteen (14) days of identification of a Dispute by either party. CLIENT and BREC agree to negotiate in good faith to resolve the Dispute.

Should negotiation fail to resolve the dispute, CLIENT and BREC agree to mediate their dispute via a mediator selected by either party, and acceptable to both parties.

Should mediation fail to result in resolution of the Dispute, CLIENT and BREC agree that litigation may be brought by either party.

Should third-party dispute resolution be required, through mediation or litigation, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs, in addition to whatever other judgments or settlement sums may be due. Such legal costs include, but are not limited to, reasonable attorney's fees, court costs, forensic consultants and expert witness fees, and other documented expenses.

Where legal action is brought by either party to resolve a dispute, the claim shall be brought and tried in the judicial jurisdiction of the county in which BREC's office contracting with the CLIENT is located, venue is Watauga County. CLIENT waives the right to remove any litigation action to any other jurisdiction, unless mutually agreed to by both parties.

This AGREEMENT including all matters related to performance and remediation shall be interpreted according to the substantive Laws of the state of North Carolina (but not including its choice of law rules).

CURING A BREACH

A party that believes the other has materially breached this AGREEMENT shall issue a written termination notice to the other, identifying the cause for termination within five (5) business days of identifying such cause. Both parties shall then bargain promptly and in good faith to cure such cause. If an acceptable cure can be achieved within fourteen (14) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

Either party may waive any right provided by this AGREEMENT in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

TERMINATION

CLIENT or BREC may terminate this AGREEMENT for breach of this AGREEMENT, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party in writing, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

Irrespective of which party shall effect termination, or the cause therefore, BREC shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate BREC for Services rendered and costs incurred, in accordance with BREC's prevailing Fee Schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, including without limitation demobilizing, modifying schedules, and reassigning personnel.

TIME TO BAR TO LEGAL ACTION

Unless prohibited by Law, and notwithstanding any Statute that may provide additional protection, CLIENT and BREC agree that claims by either party arising out of this AGREEMENT or the Services provided hereunder shall not be initiated more than two (2) years from the time the party knew, or should have known, of the condition giving rise to its claim, and shall under no circumstances be initiated more than three (2) years from the date of substantial completion of BREC's Services. Any legal action brought under this Agreement shall be brought and tried in the judicial jurisdiction of Watauga County.

ASSIGNMENT

Except for Services normally or customarily subcontracted by BREC in the performance of its Services including, but not limited to surveyors, specialized consultants, drilling and excavating subcontractors, and testing laboratories, neither the CLIENT nor BREC may delegate, assign, sublet or transfer its duties, responsibilities or interests in this AGREEMENT without the written consent of the other party.

SEVERABILITY

Any provision of this AGREEMENT later held to violate a Law, Statute, or Regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and BREC shall endeavor to quickly replace a void provision with a valid substitute that expresses the intent of, or at least addresses, the issues covered by the original provision.

TITLES

The titles used in this AGREEMENT are for general reference only and are not part of the AGREEMENT.

SURVIVAL

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the CLIENT and BREC shall survive the substantial completion of Services and the termination of this AGREEMENT.

MISCELLANEOUS PROVISION

BREC shall have the right to include photographic or artistic representations of its services provided and work product created pursuant to the Proposal and this Agreement among BREC's promotional and professional materials. However, any material shall not include the CLIENT's confidential or proprietary information. CLIENT shall provide professional credit for BREC in CLIENT's promotional materials for the Project.

ENTIRE AGREEMENT

This AGREEMENT including the Scope of Services and Professional Fees and all exhibits, appendixes and other documents appended to it, constitute the entire AGREEMENT between CLIENT and BREC. CLIENT acknowledges that all prior understandings and negotiations are superseded by this AGREEMENT. CLIENT acknowledges acceptance of these terms by submitting a CLIENT Work Authorization to BREC.

CLIENT and BREC agree that subsequent modifications to this AGREEMENT shall not be binding unless made in writing and signed by authorized representatives of both parties.

All preprinted Terms and Conditions on CLIENT'S purchase order of Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by this AGREEMENT.

If CLIENT fails to provide BREC with a signed copy of this AGREEMENT or a Work Authorization, by the act of authorizing and accepting the services of BREC, CLIENT agrees to be fully bound by terms of this AGREEMENT as if signed by CLIENT.

END OF TERMS AND CONDITIONS OF SERVICE

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AGENDA ITEM 11:

MAINTENANCE MATTERS

B. Change Order to Chiller Replacement Bid Award

MANAGER'S COMMENTS:

Mr. Robert Marsh, Maintenance Director, will request the Board approve a change order in the amount of \$46,750 to Hickory Sheet Metal Co. Inc.'s contract to replace the courthouse chiller, controls system and other mechanical work. Work has been completed on all of the Base Bid work, however last month the ground floor air handler started leaking at the coil. Due to the age of the coil, staff recommends approval of the change order to replace the unit.

Board action is required to approve the change order in the amount of \$46,750 to Hickory Sheet Metal Co., Inc.'s contract to replace the obsolete unit.



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: May 29, 2025

RE: Change Order Request

BACKGROUND

Hickory Sheet Metal Co., Inc. was awarded a contract for replacing the courthouse chiller, controls system and other mechanical work. They submitted the low bid which included a base bid of \$175,200 along with four other Add Alternatives. Staff recommended the base bid without any of the Add Alternatives. Work has been completed on all of the Base Bid work, however last month the ground floor air handler stated leaking at the coil. Due to the age of the coil, staff recommends replacement of the unit for a price \$46,750.

FISCAL IMPACT

The FY 24-25 budget contains money for this project.

Proposal

060325 BCC Meeting

Hickory Sheet Metal Co., Inc.

P.O. Box 2049

Hickory, North Carolina 28603

Phone: 828-322-3720

North Carolina License #2878 PH Class 1,2,3

Fax: 828-324-0455

Proposal Submitted To:	Date: May 28, 2025
Name Watauga County Boone, NC	Job Name: Watauga County Courthouse Air Handler replacement

We hereby submit specifications and estimates for the replacement of an existing Trane CCOB03 Climate Changer air handler with a Trane UCCA Climate Changer.

This proposal includes the new equipment, removal of the existing air handler, duct adaption, piping adaption, duct/piping insulation, power wiring, reconnecting of existing controls, and equipment start up. This proposal does not include new circulation pumps, gauges, or controls upgrading.

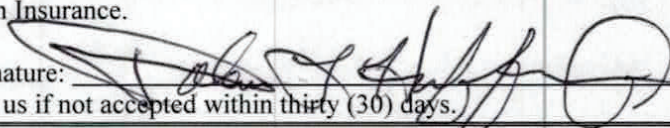
The new equipment includes a one year factory parts and labor warranty.

We hereby propose to furnish labor and materials— complete in accordance with the above specifications for the sum of: **\$46,750.00** (Forty six thousand seven hundred fifty dollars)

With payment to be made as follows:

Monthly payments to be made by the 10th of each month for work completed and/or materials stored at job site.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: 

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Accepted:

Date: _____

Signature: _____

Signature: _____

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AGENDA ITEM 12:

BOARD OF ELECTIONS OUT-OF-STATE TRAVEL REQUEST

MANAGER'S COMMENTS:

Mr. Matt Snyder, Board of Elections Director, will request the Board to approve out-of-state travel for himself to attend a workshop on elections and emergency management in Kanas City, Missouri on June 20, 2025 held by The Center for Tech and Civic Life. All expenses will be paid by The Center for Tech and Civic Life.

Board action is required to approve the out-of-state travel.

Elections - Out of State Travel Request

Matthew.Snyder

Thu 5/22/2025 9:11 AM

To: Board Packet <boardpacket@watgov.org>;

Cc: Anita.Fogle <Anita.Fogle@watgov.org>;

📎 2 attachments (524 KB)

Snyder Travel Request - Out of state.pdf; NCSBE Numbered Memo 2024-01.pdf;

Attached is an out of state travel request for Matt Snyder, Board of Elections. The Center for Tech and Civic Life is holding a workshop on elections and emergency management in Kansas City, Missouri on June 20, 2025. Elections and Emergency Management professionals from across the country will discuss past experiences and best practices in hopes of improving preparedness for future elections impacted by some type of emergency.

All expenses will be paid by The Center for Tech and Civic Life. North Carolina State Board of Elections (NCSBE) General Counsel does not believe the covering of expenses would violate Session Law 2023-140. Attached is email correspondence with NCSBE General Counsel and NCSBE Numbered Memo 2024-01 regarding use of private funds in Elections.

Thank you for your consideration,

Matt Snyder

Director

Watauga County Board of Elections

842 West King Street, Suite 6 - PO Box 528 - Boone NC 28607

Phone: 828-265-8061 Fax: 828-265-8068

Email: matthew.snyder@watgov.org



This email and any files transmitted with it could contain confidential information and are intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

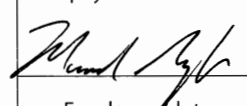
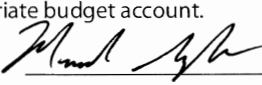
This email message, and any attachment(s) hereto, as well as any email message(s) that may be sent in response to it, may be considered Public Record subject to the North Carolina Public Records Law "NCGS.Ch.132" and may be disclosed to third parties and as such are subject to requests for review without the consent of the sender and/or receiver.

WATAUGA COUNTY
TRAVEL AUTHORIZATION AND TRAVEL ADVANCE REQUEST

Print Form

DATE <u>May 20, 2025</u>		BUDGET ACCOUNT NUMBER <u>10-4170-431200</u>	
NAME: <u>Matthew Snyder</u>	TITLE <u>Director</u>	DEPARTMENT <u>Board of Elections</u>	
DESTINATION <u>Kansas City, Missouri</u>	MEETING DATES FROM: <u>Jun 20, 2025</u>	TO: <u>Jun 20, 2025</u>	
Out of State travel? <input checked="" type="radio"/> YES If yes, BCC approval is required and must be signed by County Manager.	DEPARTURE <u>0600</u>	RETURN <u>2200</u>	
	Purpose <u>Asked to be one of the speakers for the half-day conference by the Center for Tech and Civic Life on managing during a natural disaster.</u>		
Overnight Accommodations Required? <input type="radio"/> YES <input checked="" type="radio"/> NO	Name of Hotel/Motel <u>None</u>		
	Rate per night/person _____	Government Discount? <input checked="" type="radio"/> YES <input type="radio"/> NO	
Method of Transportation: <input type="radio"/> County Vehicle <input type="radio"/> Personal Vehicle <input checked="" type="radio"/> Air <input type="radio"/> Other			
Cost <u>.00</u>	Explanation: <u>Paid by the event (Center for Tech and Civic Life)</u>		

Estimated Expenses			TOTALS	
REGISTRATION FEES: Please indicate meals and/or banquets included in registration fee.			0	.00
MEALS	Breakfast:	X	8.00	.00
	Lunch:	X	10.00	.00
	Dinner:	X	16.00	.00
LODGING	Single Rate:	X	.00	.00
*OTHER			.00	.00
TOTAL				.00

Remarks: _____		
Are funds requested in advance? <input type="radio"/> Yes <input checked="" type="radio"/> No Form is Mathematically Correct: <input type="radio"/> Yes <input type="radio"/> Approved as corrected	If settlement has not been made on this advance within 20 working days after completion of travel, I authorize this amount to be deducted from my next paycheck. <div style="text-align: center;">  5/22/25 </div>	I believe this trip to be necessary and beneficial to Watauga County and funds were provided for this purpose in this departments appropriate budget account. Department Head  County Manager (Out of State) _____
Finance Staff/Date	Employee/Date	

Elections and Emergency Management Workshop
Kansas City, Missouri

Event Venue: To be provided upon RSVP

Date & Time: Friday, June 20, 2025
12:00 - 4:30 p.m.

The Center for Tech and Civic Life (CTCL) is organizing a half-day nonpartisan workshop on elections and emergency management on Friday, June 20 in Kansas City, MO. The event will bring together state and local election administrators and emergency managers from across the country, including those who have recently responded to natural disasters and other emergencies during election periods (e.g., Hurricane Helene in 2024). Attendees will share experiences, best practices, and ideas to help identify areas where election administrators and emergency managers can deepen engagement and strengthen preparedness and resilience ahead of future emergencies. The workshop aims to advance research and learning that can strengthen mutual understanding among election administrators and emergency managers and support both communities' efforts to prepare for and respond to emergencies that occur during election periods.

The afternoon workshop will include presentations from election official and emergency manager attendees, facilitated brainstorming sessions, a working lunch (optional), and a post-event reception (optional). The workshop will take place one day prior to the International Association of Government Officials' annual conference, which is a separate event.

Matthew.Snyder

From: Cox, Paul <paul.cox@ncsbe.gov>
Sent: Tuesday, May 20, 2025 3:25 PM
To: Matthew.Snyder; SBOE_Grp - Legal
Subject: RE: [External] Center for Tech and Civic Life workshop

We do not believe it would, Matt. As we explain in NM 2024-01, the law prohibits private donations or contributions if those are for employing temporary workers or “for conducting elections,” which we take to mean that the donation or contribution “directly facilitates a process integral to carrying out an election, such as candidate filing, the conduct of voting, the determination of election results, or providing official notification to voters of the details of an upcoming or ongoing election.” As we note on page 2, one of the examples of something that is not “for conducting elections” is “Costs for attending professional development conferences that may include events discussing topics pertaining to elections.” A CTCL workshop on these topics would fall under the category of such professional development activities.

Paul Cox

General Counsel
 NORTH CAROLINA STATE BOARD OF ELECTIONS
 RALEIGH, NC 27611
 919.814.0700
www.ncsbe.gov

From: Matthew.Snyder <Matthew.Snyder@watgov.org>
Sent: Tuesday, May 20, 2025 12:21 PM
To: SBOE_Grp - Legal <Legal@ncsbe.gov>
Subject: [External] Center for Tech and Civic Life workshop

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Good afternoon,

The Center for Tech and Civic Life have asked if I could attend a non-partisan workshop on elections & emergency management in Kansas City. They are willing to pay for expenses, but would that violate statutes?

Thank you,
 Matt

Matt Snyder
 Director
 Watauga County Board of Elections
 842 West King Street, Suite 6 - PO Box 528 - Boone NC 28607
 Phone: 828-265-8061 Fax: 828-265-8068

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AGENDA ITEM 13:

STREAMFLOW REHABILITATION ASSISTANCE PROGRAM (STRAP) UPDATE

MANAGER'S COMMENTS:

Mr. Bonville, Soil & Water Technician, will update the board on a STRAP project located between the Watauga County Agricultural Extension Center and the Temple of the High Country. At this time, it is staff's understanding that this report is for information only; therefore, no action is required at this time.



Watauga County Soil & Water Conservation District

971 West King Street
Boone, NC 28607
(828) 719 - 3409

5/21/25

Memo to the Watauga County Board of Commissioners

Soil and Water STRAP (Streamflow Rehabilitation Assistance Program) update

The 2024 Boone creek project located uphill from the Watauga Agricultural Extension Center and along the Temple of the High Country has had its contract reviewed and the cooperator (New River Conservancy) is cleared to sign the contract to commence the daylighting, relocation and impediment removal of the creek. This will reduce flooding risk and improve water health. Those inquiring to see specifications of the project can email brian.bonville@watgov.org.

Board of Supervisors

Bill Moretz
Chris Hughes

Denny Norris, Chair

Todd Combs
Jennie Hanifan

N.C. STREAMFLOW REHABILITATION ASSISTANCE PROGRAM (StRAP) CONTRACT SUMMARY 95-2025-901

1/3/25
95-2025-901
Page 1/1

Cooperator Name: New River Conservancy

Contract Number: 95-2025-901

Address: 8c S Jefferson Ave, West Jefferson, NC , 28694

Phone: 336-977-3944

County: WATAUGA

Approved Contract Amount: \$190,000

Project Completion Date: 12/01/2026

Program	Project Name	Contract Value	Maintenance Period
StRAP	Stream Restoration - Boone Creek	\$190,000	10 years

Construction Work to be Completed: Stream Restoration according to attached concept design, including but not limited to:

- 1) Re-sloping stream banks to reconnect the floodplain and maintain a stable slope.
- 2) Riparian buffer planting of native vegetation.
- 3) Relocation of the stream channel into its historic channel where necessary for improving streamflow.
- 4) Repair of a stream crossing currently containing a damaged culvert.
- 5) Installation of in-stream structures to redirect water flow.
- 6) Removal of a concrete wall which blocks normal streamflow.

The Cooperator has reviewed the Contract and agrees to apply the planned treatment according to the standards and specifications as approved by the Division of Soil and Water Conservation for the Streamflow Rehabilitation Assistance Program (StRAP). The Cooperator agrees to maintain the installed practices according to the practice specific maintenance period(s) shown above. The Cooperator also agrees to fully implement and comply with all practice specific requirements including, but not limited to, certifications related to StRAP inspection requirements, an Operation and Maintenance Plan, etc.

Contract and payment are contingent on approval by the District, a StRAP inspector, N.C. Division of Soil and Water Conservation, and NCDA&CS. The parties to this contract agree and understand that the payment of the sum specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the NC Department of Agriculture and Consumer Services and upon final allocation of State funds to the District. Installation may not begin prior to receiving approval from the Division.

Cooperator (Signature)



(Print Name)

ARONWEN A. DOWNS

Technical Representative (Signature)

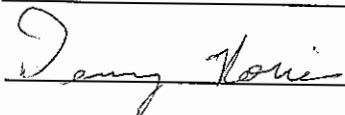


(Print Name)

Brian Bonville

5/27/2025

District Chair (Signature)



(Print Name)

DARRYL NORRIS

Date: 5-28-25

**N.C. STREAMFLOW REHABILITATION ASSISTANCE PROGRAM (StRAP)
CONTRACT 95-2025-901**

1/3/25
95-2025-901
Page 1/2

This contract is entered into on this **3** day of **January 2025**, by and between the **WATAUGA** Soil and Water Conservation District, "the District" and **New River Conservancy**, "the Cooperator" of **8c S Jefferson Ave, West Jefferson, NC , 28694-1111**

working on the behalf of landowners at

971 W King St, Boone, NC 28607

1043 W King St, Boone, NC 28607

1087/1089 W King St, Boone, NC 28607

for the restoration of 672 linear feet of Boone Creek in Boone, NC.

This contract for reimbursement of **\$190,000** for contract **95-2025-901** covers the period of practice installation up to, but not beyond, **December 1, 2026**, and includes all items contained in the Contract Summary attached.

THE COOPERATOR AGREES TO:

- (1) Secure access to the property from the landowners listed above for all planning, construction, inspection, and maintenance related to the above-named project.
- (2) Implement the best management practice(s) in compliance with the rules, policies, and standards governing the StRAP and according to the attached contract summary, which is incorporated herein by reference.
- (3) Coordinate with engineers, contractors, and Watauga County for adherence to all applicable laws and regulations.
- (4) Obtain all permits required to conduct work under local, state, and federal laws.
- (5) Coordinate with the District to provide regular updates regarding the above-named project and to allow access for construction oversight and inspections.
- (6) Maintain the best management practice(s) for a period of 10 years from the date of the final request for payment.

THE DISTRICT AGREES TO:

- (1) Provide assistance in navigating the StRAP to retain the funding award indicated on the Contract Summary attached, including the submission of all reports and requests for payment required by the N.C. Division of Soil & Water Conservation.
- (2) Following StRAP inspector certification that best management practices were installed and implemented according to the policies and standards of the StRAP, provide to the designated Cooperator through Watauga County the award indicated on the Contract Summary attached as part of this contract and incorporated herein by reference.

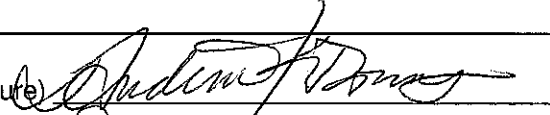
N.C. STREAMFLOW REHABILITATION ASSISTANCE PROGRAM (StRAP)
CONTRACT 95-2025-901

1/3/25

95-2025-901

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Cooperator (Signature)



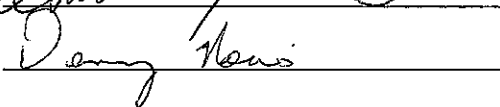
(Print Name)

Andrew R Drums

Date:

5/27/25

District Chair (Signature)



(Print Name)

Denny Norris

Date:

5-28-25

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AGENDA ITEM 14:

ADOPTION OF THE FISCAL YEAR 2026 BUDGET ORDINANCE

MANAGER'S COMMENTS:

The Fiscal Year 2026 Budget Ordinance is presented for adoption. Included in the packet are changes recommended by the Board and County Manager.

The Board may approve the proposed Budget Ordinance as presented, request changes, or schedule an additional work session. North Carolina General Statutes requires the budget be adopted by June 30th.

Board action is required.

Budget Change Summary				
General Fund				
		Revenues	Expenditures	
Initial budget changes discussed in the May 8-9, 2025 budget work sessions				
105890-463135	HOSPITALITY HOUSE		(10,000)	Reduce funding for the Hospitality House
104330-412100	SALARIES-REGULAR		(56,736)	Remove assistant fire marshal position
104330-412600	SALARIES-FIRE INSPECTOR		8,345	Restore funding for part-time fire inspector
104330-418100	SOCIAL SECURITY EXPENSE		(3,871)	Remove assistant fire marshal position
104330-418200	LOCAL GOV'T RETIREMENT EXPENSE		(8,187)	Remove assistant fire marshal position
104330-418300	HEALTH INSURANCE EXPENSE		(14,000)	Remove assistant fire marshal position
104330-418900	OTHER FRINGE-401K		(2,837)	Remove assistant fire marshal position
104330-418901	OTHER FRINGE-457		(360)	Remove assistant fire marshal position
104199-418300	RETIREEE HEALTH INSURANCE		82,246	Reduce OPEB liability
104311-412101	SALARIES-NONREGULAR		5,000	Restore funding for non-regular salaries for telecommunications
104311-418100	SOCIAL SECURITY EXPENSE		400	Restore funding for non-regular salaries for telecommunications
net change		\$ -	\$ -	Overall Budget Increase
Public Assistance Fund				
		Revenues	Expenditures	
Budget changes for the June 3, 2025 meeting				
143991-399100	FUND BALANCE APPROPRIATED	8,905		Reclass DSS employee from a Grade 3 to a 6
145310-412100	SALARIES-REGULAR		7,008	Reclass DSS employee from a Grade 3 to a 6
145310-418100	SOCIAL SECURITY EXPENSE		536	Reclass DSS employee from a Grade 3 to a 6
145310-418200	LOCAL GOV'T RETIREMENT EXPENSE		1,011	Reclass DSS employee from a Grade 3 to a 6
145310-418900	OTHER FRINGE-401K		350	Reclass DSS employee from a Grade 3 to a 6
net change		\$ 8,905	\$ 8,905	Overall Budget Increase

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2025/26**

BE IT ORDAINED by the Board of Commissioners of Watauga County, North Carolina, meeting in regular session this 3rd day of June, 2025, that the following fund revenues and departmental expenditures, together with certain restrictions and authorizations, are adopted:

SECTION I**GENERAL FUND***A. Revenues Anticipated:*

<u>SOURCE</u>	<u>AMOUNT</u>
Ad Valorem Taxes	\$ 46,016,817
Local Option Sales Taxes	\$ 21,190,300
Other Taxes	\$ 1,135,000
Intergovernmental Revenues	\$ 7,499,016
Permits and Fees	\$ 758,400
Recreation Programs	\$ 1,710,906
Sales and Services	\$ 618,300
Miscellaneous Revenues	\$ 1,270,408
Transfer From Capital Reserve Fund	\$ 7,627,311
Total Revenues - General Fund	<u>\$ 87,826,458</u>

B. Expenditures Authorized:

General Government	Governing Body	\$ 84,328
	Administration	\$ 718,425
	Finance	\$ 662,208
	Tax Administration	\$ 1,432,532
	Tax Revaluation	\$ 382,150
	License Plate Agency	\$ 334,392
	Legal Services	\$ 176,000
	Court Facilities	\$ 2,000
	Elections	\$ 626,895
	Register of Deeds	\$ 751,307
	General Administration	\$ 1,496,072
	Information Technology	\$ 1,502,832
	Maintenance	\$ 2,288,259
	Public Buildings	\$ 2,051,018
	Total	<u>\$ 12,508,418</u>
Public Safety	Sheriff	\$ 7,546,154
	Detention Center	\$ 3,374,620
	Emergency Services	\$ 9,346,951
	Emergency Management	\$ 2,508,569
	Planning and Inspections	\$ 892,525
	Emergency Medical Services	\$ 3,610,772
	Animal Care and Control	\$ 250,909
	Total	<u>\$ 27,530,500</u>
Environmental Protection	Cooperative Extension Service	\$ 380,412
	Soil and Water Conservation	\$ 186,639
	Total	<u>\$ 567,051</u>
Transportation	Transportation	\$ 82,215
	Total	<u>\$ 82,215</u>
Economic/Physical Development	Economic Development Commission	\$ 124,240
	Special Appropriations	\$ 658,533
	Total	<u>\$ 782,773</u>
Human Services	Public Health	\$ 1,080,000
	Mental Health	\$ 171,794
	Project on Aging	\$ 1,943,970
	Veteran's Service	\$ 178,243
	Total	<u>\$ 3,374,007</u>

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2025/26**

Education	Watauga County Board of Education	\$ 17,937,158	
	Caldwell Community College & Technical Institute	\$ 1,239,350	
	Total	\$ 19,176,508	
Cultural and Recreational	Library	\$ 846,475	
	Recreation	\$ 2,398,311	
	Total	\$ 3,244,786	
Transfers to Other Funds	Transfer to Public Assistance Fund	\$ 2,825,133	
	Transfer to Capital Projects Fund	\$ 9,052,050	
	Transfer to Debt Service Fund	\$ 8,683,016	
	Total	\$ 20,560,199	
Total Expenditures - General Fund		\$ 87,826,458	
<u>SECTION II</u>			
<u>PUBLIC ASSISTANCE FUND</u>			
<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>	
	Federal and State Allocations	\$ 3,975,119	
	Miscellaneous Revenue	\$ 11,500	
	Transfer from General Fund	\$ 2,825,133	
	Fund Balance Appropriation	\$ 297,501	
	Total Revenues - Public Assistance Fund	\$ 7,109,253	
<i>B. Expenditures Authorized:</i>	Administration	\$ 5,084,492	
	Child Support Enforcement	\$ 224,323	
	Programs	\$ 1,800,438	
	Total Expenditures - Public Assistance Fund	\$ 7,109,253	
<u>SECTION III</u>			
<u>CAPITAL PROJECTS FUND</u>			
<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>	
	Transfer from General Fund	\$ 9,052,050	
	Fund Balance Appropriation	\$ 7,627,311	
	Total Revenues - Capital Projects Fund	\$ 16,679,361	
<i>B. Expenditures Authorized:</i>	Watauga County Schools CIPs	\$ 5,179,550	
	County CIP	\$ 3,872,500	
	Transfer to General Fund	\$ 7,627,311	
	Total Expenditures - Capital Projects Fund	\$ 16,679,361	
<u>SECTION IV</u>			
<u>FEDERAL EQUITABLE SHARING FUND (SHERIFF'S OFFICE)</u>			
<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>	
	Federal Equitable Sharing Funds	\$ 23,000	
	Total Revenues - Federal Equitable Sharing Fund	\$ 23,000	
<i>B. Expenditures Authorized:</i>	Operations	\$ 23,000	
	Total Expenditures - Federal Equitable Sharing Fund	\$ 23,000	

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2025/26**

SECTION V**STATE SUBSTANCE ABUSE TAX FUND (SHERIFF'S OFFICE)***A. Revenues Anticipated:*SOURCEAMOUNT

Controlled Substance Tax

\$ 24,000

Total Revenues - State Substance Abuse Tax Fund**\$ 24,000***B. Expenditures Authorized:*

Operations

\$ 22,000

Capital Outlay

\$ 2,000

Total Expenditures - State Substance Abuse Tax Fund**\$ 24,000****SECTION VI****EMERGENCY TELEPHONE SURCHARGE FUND***A. Revenues Anticipated:*SOURCEAMOUNT

Emergency Telephone Surcharge

\$ 255,880

Appropriated Fund Balance

\$ -

Total Revenues - Emergency Telephone Surcharge Fund**\$ 255,880***B. Expenditures Authorized:*

Implemental Functions

\$ 500

Software

\$ 45,515

Employee Training

\$ 16,660

Telephone

\$ 46,584

Hardware

\$ 70,545

Furniture

\$ 76,076

Total Expenditures - Emergency Telephone Surcharge Fund**\$ 255,880****SECTION VII****RURAL FIRE SERVICE DISTRICT FUND***A. Revenues Anticipated:*SOURCEAMOUNT

Beech Mtn. Rural Fire Service District

\$ 2,914

Boone Rural Fire Service District

\$ 1,401,085

Cove Creek Rural Fire Service District

\$ 331

Foscoe Rural Fire Service District

\$ 111,711

Shawneehaw Rural Fire Service District

\$ 8,919

Total Revenues - Rural Fire Service Districts Fund**\$ 1,524,960***B. Expenditures Authorized:*

Beech Mtn. Rural Fire Service District

\$ 2,914

Boone Rural Fire Service District

\$ 1,401,085

Cove Creek Rural Fire Service District

\$ 331

Foscoe Rural Fire Service District

\$ 111,711

Shawneehaw Rural Fire Service District

\$ 8,919

Total Expenditures - Rural Fire Service Districts Fund**\$ 1,524,960**

NOTE: In the event the actual proceeds from the fire tax exceed or fall short of the appropriated amounts, the actual proceeds from the tax shall constitute the appropriations from the tax levy and the Budget Officer is authorized to amend the budget upward to cover the actual revenues collected.

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2025/26**

SECTION VIII**FIRE TAX DISTRICTS FUND***A. Revenues Anticipated:*

<u>SOURCE</u>	<u>AMOUNT</u>
Beaver Dam Fire Department	\$ 149,126
Blowing Rock Fire District	\$ 764,689
Cove Creek Fire District	\$ 356,478
Creston Fire Department	\$ 7,240
Deep Gap Fire District	\$ 295,500
Fall Creek Fire Department	\$ 13,854
Foscoe Fire District	\$ 721,512
Meat Camp Fire Department	\$ 341,478
Shawneehaw Fire District	\$ 170,531
Stewart Simmons Fire District	\$ 471,711
Todd Fire District	\$ 84,166
Zionville Fire District	\$ 171,979
Total Revenues - Fire Districts Fund	<u>\$ 3,548,264</u>

B. Expenditures Authorized:

Beaver Dam Fire Department	\$ 149,126
Blowing Rock Fire District	\$ 764,689
Cove Creek Fire District	\$ 356,478
Creston Fire Department	\$ 7,240
Deep Gap Fire District	\$ 295,500
Fall Creek Fire Department	\$ 13,854
Foscoe Fire District	\$ 721,512
Meat Camp Fire Department	\$ 341,478
Shawneehaw Fire District	\$ 170,531
Stewart Simmons Fire District	\$ 471,711
Todd Fire District	\$ 84,166
Zionville Fire District	\$ 171,979
Total Expenditures - Fire Districts Fund	<u>\$ 3,548,264</u>

NOTE: In the event the actual proceeds from the fire tax exceed or fall short of the appropriated amounts, the actual proceeds from the tax shall constitute the appropriations from the tax levy and the Budget Officer is authorized to amend the budget upward to cover the actual revenues collected.

SECTION IX**OCCUPANCY TAX FUND***A. Revenues Anticipated:*

<u>SOURCE</u>	<u>AMOUNT</u>
Occupancy Tax	\$ 3,200,000
Total Revenues - Occupancy Tax Fund	<u>\$ 3,200,000</u>

B. Expenditures Authorized:

Tax Collection Fees	\$ 42,000
Watauga District U TDA	\$ 3,158,000
Total Expenditures - Occupancy Tax Fund	<u>\$ 3,200,000</u>

NOTE: In the event the actual proceeds from the occupancy tax exceed or fall short of the appropriated amounts, the actual proceeds from the tax shall constitute the appropriations from the tax levy and the Budget Officer is authorized to amend the budget upward to cover the actual revenues collected.

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2025/26

SECTION X**DEBT SERVICE***A. Revenues Anticipated:*SOURCEAMOUNT

Transfer from General Fund

\$ 8,683,016

Total Revenues - Debt Service Fund**\$ 8,683,016***B. Expenditures Authorized:*

Debt Service-Education

\$ 6,898,865

Debt Service-Other

\$ 1,784,151

Total Expenditures - Debt Service Fund**\$ 8,683,016****SECTION XI****SOLID WASTE ENTERPRISE FUND***A. Revenues Anticipated:*SOURCEAMOUNT

Intergovernmental Revenues

\$ 156,500

Charges for Services

\$ 7,410,816

Miscellaneous Revenues

\$ 82,400

Total Revenues - Solid Waste Enterprise Fund**\$ 7,649,716***B. Expenditures Authorized:*

Sanitation Department

\$ 7,505,438

Recycling

\$ 144,278

Total Expenditures - Solid Waste Enterprise Fund**\$ 7,649,716****SECTION XII****REPRESENTATIVE PAYEE FUND***A. Revenues Anticipated:*SOURCEAMOUNT

Trust

\$ 188,532

Total Revenues - Representative Fund**\$ 188,532***B. Expenditures Authorized:*

Payee

\$ 188,532

Total Expenditures - Representative Fund**\$ 188,532****SECTION XIII****FINES AND FORFEITURES FUND***A. Revenues Anticipated:*SOURCEAMOUNT

Penalties, fines and forfeitures

\$ 240,000

Total Revenues - Fines and Forfeitures**\$ 240,000***B. Expenditures Authorized:*

Board of Education Fines and Forfeitures

\$ 240,000

Total Expenditures - Fines and Forfeitures**\$ 240,000****SECTION XIV****DEED OF TRUST FUND***A. Revenues Anticipated:*SOURCEAMOUNT

Register of Deeds Permits and Fees

\$ 75,000

Total Revenues - Deed of Trust Fund**\$ 75,000***B. Expenditures Authorized:*

Payment of fees to the State of N.C.

\$ 75,000

Total Expenditures - Deed of Trust Fund**\$ 75,000**

NOTE: In the event the actual proceeds from the occupancy tax exceed or fall short of the appropriated amounts, the actual proceeds from the tax shall constitute the appropriations from the tax levy and the Budget Officer is authorized to amend the budget upward to cover the actual revenues collected.

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2025/26**

SECTION XV**COUNTY TAX RATE ESTABLISHED**

An ad valorem tax rate of \$0.318 per \$100 at full valuation is hereby established as the official tax rate for Watauga County for the fiscal year 2025/26. The rate is based on a total base valuation of \$14,653,708,382.

SECTION XVI**COUNTY FIRE DISTRICT TAX RATES ESTABLISHED**

Ad valorem tax rates as listed below per \$100 at full valuation is hereby established as the official tax rates for Watauga County Fire Protection Districts for the fiscal year 2025/26. This rate is based on the estimated taxable property situated in each district.

<u>Fire District</u>	<u>Property Values</u>	<u>Tax Rate Per \$100 of Value</u>
Beech Mountain Rural	\$5,854,759	\$ 0.05
Blowing Rock Rural	\$1,530,739,639	\$ 0.05
Boone Rural	\$2,347,110,350	\$ 0.06
Cove Creek	\$714,895,131	\$ 0.05
Cove Creek Special	\$673,300	\$ 0.05
Deep Gap	\$595,178,270	\$ 0.05
Foscoe	\$1,446,812,210	\$ 0.05
Foscoe Special	\$222,961,490	\$ 0.05
Meat Camp	\$713,760,950	\$ 0.05
Northwest Watauga	\$332,843,384	\$ 0.05
Shawneehaw	\$344,211,202	\$ 0.05
Shawneehaw Special	\$17,834,969	\$ 0.05
Stewart Simmons	\$555,509,806	\$ 0.085
Todd	\$121,454,097	\$ 0.07
Zionville	\$346,321,974	\$ 0.05

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2025/26**

SECTION XVII**SOLID WASTE FEES ESTABLISHED**

Commercial Solid Waste	\$62.00 per ton
Construction and Demolition Waste	\$62.00 per ton
Land-Clearing Inert Debris	\$62.00 per ton
RO Cont. Disposal Fee	\$62.00 per ton
Mixed Recycling	\$62.00 per ton
Coarse-Ground Mulch	\$0 per ton
Passenger Vehicle Minimum	\$10
Solid Waste Fee (per residence County-wide)	\$115.00 per year

SECTION XVIII**SOLID WASTE COLLECTION AND DELIVERY FEES ESTABLISHED**

Boone - Per Lift (Zone - 607)	Industrial	\$ 196.88
	Commercial	\$ 36.38
	Recycling	\$ 36.38
Container rent - per month	Industrial	\$ 101.15
	Commercial	\$ 18.98
	Recycling	\$ 18.98
Extended 607 - Per Lift (Zone - Linear Mile)	Industrial	\$ 187.50
	Commercial	\$ 43.95
	Recycling	\$ 43.95

SECTION XIX**PLANNING, INSPECTIONS FEES ESTABLISHED**

Building Permit	\$.30 per square foot heated space \$.15 per square foot unheated space
Modular Home	\$300.00 plus \$.15 per square foot for basement
Mobile Home	\$75.00 single wide / \$100 double wide
Penalty for building without permit	Double building permit fees. May be subject to additional trip fees as necessary
Alteration Permit	\$75.00
Sign Permit	\$50.00 on premise / \$100.00 for billboard
Trip Fee	\$75.00
Remodel Permit	\$75 per trade
Grading Permit	\$150.00 per acre or part thereof; Individual home site less than 1 acre exempt
Floodplain Development Permit	\$150.00
Compliance and Review (For all ordinances not specifically named in fee schedule)	\$40.00 per permit / \$100.00 per site plan \$300.00 appeals, conditional use permits, variances \$400.00 amendments
Subdivision Plat/Manufactured Home Park Fees	\$30.00 per lot or building as applicable
Wireless Communication Tower Site	\$750.00
Wireless Co-location Permit	\$150.00
Wind Energy Systems	\$150 small / \$750 large
Sexually Oriented Business Permit	\$1,000.00
Administrative Fees for Refunds	\$30.00 plus \$75.00 per inspection done

SECTION XX**FIRE CODE FEES AND PENALTIES ESTABLISHED****Special User Permits for Specific Times:**

Fireworks - Public Display	\$25.00
Tents and Air Structures (30 day maximum)	\$25.00
Temporary Kiosks or Merchandising Displays	\$25.00
Insecticide fogging or fumigation	\$25.00

Explosive Materials/Blasting Permits:

Annually (1 Year)	\$400.00
48 Hours	\$40.00

Special Assembly:

Gun show, craft show, etc	\$25.00
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Bowling Pin and Alley:

Resurfacing and Refinishing	\$25.00
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Any other Special Function Requiring Fire Prevention:

Bureau Inspection and Approval	\$25.00
Fire Report Copies	\$2.00
Annual Inspection Report	\$50.00
Inspection Report (non-annual)	\$50.00
Inspection Report (multi-tenant up to two buildings)	\$60.00
Inspection Report (multi-tenant up to three buildings)	\$70.00
Inspection Report (multi-tenant up to ten buildings)	\$100.00
Inspection Report (multi-tenant up to twenty buildings)	\$200.00
Inspection Report (multi-tenant over twenty buildings)	\$300.00
Carbon Monoxide Inspections	\$50.00

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FISCAL YEAR 2025/26**

Existing Systems Tests:

Sprinkler Certification Test	\$25.00
Fire Alarm Testing	\$25.00
Standpipe Certification Test	\$25.00
Grease Removal Test	\$25.00
Fixed Fire Suppression Test	\$25.00
Day Care Inspection	\$25.00
Residential Custodial Care and Nursing Homes	\$25.00
Certification of Occupancy	\$25.00
Occupancy Permit Inspection (ABC)	\$30.00
Reinspection (per visit)	\$30.00

Underground Storage Tanks:

Removal (per tank)	\$30.00
New Installations (per tank)	\$50.00
Hydrant Installations - private contractors only	\$30.00
New Sprinkler Systems	\$0.05 per square foot
Sprinkler Renovations	\$50.00
Standpipes	\$30.00
New Alarm Systems	\$35.00
Alarm System Renovations	\$50.00
Fixed Fire Suppression Systems	\$35.00
Renovations to the Systems	\$25.00
Fire Marshall Fire Reports	\$5.00
Afterhours Inspections	\$50.00
Life Safety Violations (one warning)	\$200.00
Road Name Change	\$500.00
Illegal Burning (one warning)	\$100.00

SECTION XXI**BUDGET OFFICER**

The County Manager shall serve as Budget Officer and shall be authorized to reallocate departmental appropriations among the various objects of expenditure as necessary.

The County Manager shall be authorized to effect transfers between departments in the same fund, not to exceed 10% of the appropriated monies for the department whose allocation is reduced. Notation of all such transfers shall be made to the Board at the next regularly scheduled Board meeting.

Interfund transfers established in the budget, may be accomplished without recourse to the Board. All other interfund transfers require approval of the Board of Commissioners.

Salary increases shall be granted in accordance with the official pay plan of Watauga County, duly adopted by the Board of Commissioners.

The County Manager shall be authorized to reallocate contingency funds. Such transfers shall be reported to the Board at its next regular meeting, and recorded in the minutes per NC General Statute 159-13(b)(3).

SECTION XXII**UTILIZATION OF BUDGET AND BUDGET ORDINANCE**

This Ordinance shall be the basis of the financial plan for the Watauga County Government during the 2025/26 fiscal year. The Budget Officer shall administer the budget and he shall insure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The Finance Director shall establish and maintain records consistent with this ordinance and the appropriate statutes of the State of North Carolina.

A copy of this ordinance shall be furnished to the Clerk to the Board of Commissioners, the County Manager, and the Finance Director to be kept on file by them for direction in the disbursement of funds.

ATTEST:

Braxton Eggers, Chairman

Monica Harrison, Deputy Clerk to the Board

AGENDA ITEM 15:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Change Orders One (1) Through six (6) for the New EMS Facility

MANAGER'S COMMENTS:

Change Orders one (1) through six (6) are presented for Board approval for the new EMS facility. They are detailed in the attached information. The initial change order amount was over \$70,000 but the project architect was able to reduce the amount to \$56,503.08. The change orders will be covered by the project contingency.

Board approval is required to approve Change Orders 1-6 in the amount of \$56,503.08.

Open / Pending Change Order Log
Watauga EMS Facility

5/30/2025

CO#	Title	Status	BIC	Amount
CO-1	Well Removal	Approved	Owner	\$5,762.64
CO-2	Smoke Damper Addition	Approved	Owner	\$2,662.40
CO-3	Allowance #3 Overage (4.18.25)	Approved	Owner	\$6,081.20
CO-4	Allowance #5 Overage (4.18.25)	Approved	Owner	\$11,398.80
CO-5	ASI002 / RFI 2	Approved	Owner	\$18,106.83
CO-6	ASI004	Approved	Owner	\$12,491.21
			Subtotal	\$56,503.08



Change Order Request

Greene Construction Inc.
525 George Wilson Rd
Boone, NC, 28607
License #: 1610

Attention: David GoldSmith
Company: CLARKNEXSEN
Address: 301 College Street Suite 300
Asheville, NC, 28801
Email: DGoldsmith@clarknexsen.com
Phone: (828) 232-0608

Project: Watauga County EMS Facility
Estimator: Isaac Webb
Phone: (828) 264-2611
Date: 03/27/2025

Change Order Request Summary

Description	Total Estimate
Change Order Request 1	5,762.64
Total Estimate	\$5,762.64

Change Order Request Breakdown

Description	Quantity	Unit	Unit Cost	Total
0100 General Requirements				
Project Manager	4.00	HR	67.31	269.24
3101 Grading				
Grading Subcontractor	1.00	LS	4,675.00	4,675.00

Sales Tax

Description	Percentage	Totals
Sub-Total (After Sales Tax)		
Material	6.75%	\$0.00
Labor	0.00%	\$269.24
SubContractor	0.00%	\$4,675.00
Equipment	6.75%	\$0.00
Other	0.00%	\$0.00
Sub-Total (After Sales Tax) Total		\$4,944.24

Overhead - Profit

Description	Percentage	Totals
Sub-Total (After Overhead & Profit)		
Overhead & Profit	15.00%	\$741.64
Sub-Total (After Overhead & Profit) Total		\$5,685.88

Performance & Payment Bonds - Builders Risk

Description	Percentage	Totals
Total Estimate		
P&P Bonds	1.00%	\$56.86
Builders Risk Insurance	0.35%	\$19.90
Total Estimate Total		\$5,762.64

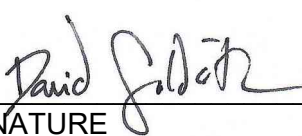
This Change Order Request Includes The Following Items

Change Order #1 - Well Abandonment

- Well abandonment permitting.
- Well abandonment performed by a licensed well abandonment contractor.

This Change Order Request Does Not Include The Following

- Any work not included in the inclusions of this change order.
- Protection of our work from damage by others.
- Damage by others.
- Hazardous materials.
- Unforeseen conditions.
- Warranties for work other than our own.
- Winter weather provisions.

Deron Geouque	/	/	(Owner)
NAME	SIGNATURE	DATE	
David Goldsmith	/ 	/ 5.14.25	(GC)
NAME	SIGNATURE	DATE	
Isaac Webb	/	/	(GC)
NAME	SIGNATURE	DATE	



3632 Old 421 South
Boone, NC 28607
Phone: (828) 264-7103
Fax: (828) 264-7107

Change Order Watauga EMS 002

TO: Isaac Webb, GCI
FROM: Kevin Harward, JW Hampton Company
SUBJECT: Watauga EMS 002
DATE: 3/13/2025
NOTE: Well Abandonment

Project: Watauga EMS

This change order is for the abandonment of the well on the Watauga EMS site. This change order includes the price of the well abandonment permit and the work to be conducted by a licensed well abandonment contractor.

	<u>Equipment and Labor</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>30% Burden</u>	<u>Amount</u>
1	Well Abandonment					
	a. Permit	1.00	EA	\$400.00	\$0.00	\$400.00
	b. Well Abandonment	1.00	LS	\$4,275.00	\$0.00	\$4,275.00

TOTAL: \$4,675.00

ACCEPTANCE OF PROPOSAL

Client Signature

J.W. Hampton Company Signature

[Signature] 3/13/25

Owner / Representative

Date

Kevin Harward

Date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.



D & Y Well Drilling Inc.
 1426 Country Lake Dr. • Greensboro, NC 27406 • 336-674-9198

Quotation

DATE March 13, 2025

Kevin Harward
JW Hampton Company
 3632 Old 421 S
 Boone, NC 28607

Comments or special instructions: Abandon existing well
 Watauga EMS - Innovation Dr., Boone

Description	AMOUNT
Scope: Abandon existing well per county rules and regulations	
TOTAL	\$3,875.00

If you have any questions concerning this quotation, contact our office @ (336)674-9198

THANK YOU FOR YOUR BUSINESS!



Change Order Request

Greene Construction Inc.
525 George Wilson Rd
Boone, NC, 28607
License #: 1610

Attention: David GoldSmith
Company: CLARKNEXSEN
Address: 301 College Street Suite 300
Asheville, NC, 28801
Email: DGoldsmith@clarknexsen.com
Phone: (828) 232-0608

Project: Watauga County EMS Facility
Estimator: Isaac Webb
Phone: (828) 264-2611
Date: 05/22/2025

This Change Order Request Includes The Following Items

Change Order #2 - ASI003 - (Scope Pertaining to 233000 - Air Duct Accessories)

- To provide and install one (1) 16" round smoke damper into duct for IT ROOM/RADIO 121 as specified and shown on MH101.
- To provide one (1) interlock relay at FCC-03 to allow shutdown when the clean agent fire suppression system is activated. Control wiring to clean agent panel by others.
- To provide and install two (2) 12" x 12" fire dampers into duct from MAU-2 to COMM CENTER 120 as shown on MH101.

This Change Order Request Does Not Include The Following

- Any work not included in the inclusions of this change order.
- Protection of our work from damage by others.
- Damage by others.
- Hazardous materials.
- Unforeseen conditions.
- Warranties for work other than our own.
- Winter weather provisions.

Change Order Request Summary

Description	Total Estimate
Change Order Request 2	2,662.40
Total Estimate	\$2,662.40

Change Order Request Breakdown

Description	Quantity	Unit	Unit Cost	Total
0100 General Requirements				
Project Manager	4.00	HR	67.31	269.24
2300 Mechanical				
Mechanical Subcontractor	1.00	LS	2,015.05	2,015.05

Sales Tax

Description	Percentage	Totals
Sub-Total (After Sales Tax)		
Material	6.75%	\$0.00
Labor	0.00%	\$269.24
SubContractor	0.00%	\$2,015.05
Equipment	6.75%	\$0.00
Other	0.00%	\$0.00
Sub-Total (After Sales Tax) Total		\$2,284.29

Overhead - Profit

Description	Percentage	Totals
Sub-Total (After Overhead & Profit)		
Overhead & Profit	15.00%	\$342.64
Sub-Total (After Overhead & Profit) Total		\$2,626.93

Performance & Payment Bonds - Builders Risk

Description	Percentage	Totals
Total Estimate		
P&P Bonds	1.00%	\$26.27
Builders Risk Insurance	0.35%	\$9.19
Unite Price #3	10.17%	\$0.00
Unit Price #5	10.13%	\$0.00
Total Estimate Total		\$2,662.40



Change Order: 2045 - 2 / Date: 5/22/2025
Project Number: 12302

Customer

McMillon Electric Company Inc
1576 Fairbanks Dr
Lenoir, NC
28645, US
8287589438

Electric Lic#4339 HVAC Lic#6844

Prepared By:
Philip Price
(828) 758-9438
philip@mcmilloninc.com

Greene Construction, Inc.
525 George Wilson Rd.
Boone, NC
28607, United States

Isaac Webb

issac@gci.build

Project: **Mechanical - Watauga County EMS**

Scope of Work

Per ASI#: 003 Dated: 03/26/2025

Drawing Revisions Dated: 03/24/2025 Drawing Pages: MH101, M-502, F-001, EP401

Revised Specifications: 233000 - Air Duct Accessories

- To provide and install one (1) 16" round smoke damper into duct for IT ROOM/RADIO 121 as specified and shown on MH101.
- To provide one (1) interlock relay at FCC-03 to allow shutdown when the clean agent fire suppression system is activated. Control wiring to clean agent panel by others.
- To provide and install two (2) 12" x 12" fire dampers into duct from MAU-2 to COMM CENTER 120 as shown on MH101.

Labor

	Quantity	Unit Cost	Total Cost
Fire & Smoke Dampers Installation Labor	6 hrs	\$42.00	\$252.00
Labor Burden	6 hrs	\$8.00	\$48.00
	--	\$300.00	\$300.00

Fire & Smoke Dampers

	Quantity	Unit Cost	Total Cost
Smoke Damper 16"	1 ea	--	--
Fire Damper 12"x12"	2 ea	--	--



Change Order: 2045 - 2 / Date: 5/22/2025
Project Number: 12302

	Quantity	Unit Cost	Total Cost
	--	\$792.00	\$792.00

FCC-03 Shutdown Relay

	Quantity	Unit Cost	Total Cost
Estimated T&M total from HBT (3rd Tier Subcontractor - HVAC Controls) - Material & Labor	1 ea	--	--
	--	\$500.00	\$500.00

Excluded (-)

1. Excludes any items or services not listed above.
2. Excludes control wiring to clean agent panel from FCC-03 for shutdown.

Notes

Summary

Cost Type		Taxes	
Labor and Adjustments	\$300.00	Labor and Adjustments Tax	\$0.00
Materials	\$1,292.00	Material Tax	\$104.65
Profit	\$318.40	Subtotal	\$104.65
Subtotal	\$1,910.40		
Subtotal			\$2,015.05



HOFFMAN & HOFFMAN, INC.

PROPOSAL

BRANCH OFFICE LOCATION

3816 Patterson St
Greensboro, NC 27407
PO Box 77258
Greensboro, NC 27417-7258

CONTACT INFORMATION

Nate Helms
(336) 209-6492
nate.helms@hoffman-hoffman.com

March 31, 2025

TO: All-Bidding Contractors

RE: Watauga County EMS ASI 3

Clark Nexsen Engineering

For your consideration, we are pleased to make the following quote to provide equipment for the above project. Although we have exercised due care in estimating the materials, our count is not guaranteed and should be verified by you. Prices can be adjusted accordingly. Hoffman & Hoffman, Inc. extends to Buyer the warranties of the respective manufacturers of the products sold. HOFFMAN & HOFFMAN, INC. ITSELF MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF ANY GOODS SOLD, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All purchase orders are subject to acceptance by Hoffman & Hoffman at its home office, and your acceptance of this quote shall also be deemed as approval by the applicable engineer, architect, and/or owner.

Please refer to the following pages for quantities, prices, manufacturer and product description.

Prices quoted below are FOB factory with freight prepaid and allowed, except as noted, and do not include sales tax. Terms are net 30 days from invoice date.

Prices and lead times, while effective today, are hereafter at all times subject to escalation.

When Hoffman & Hoffman is the seller, all sales are subject to Hoffman & Hoffman's standard Terms and Conditions. These Terms and Conditions may be found on the last page of our Proposal or are available upon request. If you do not have a copy of our Terms and Conditions, please request one. Direct sales from the manufacturer are subject to the manufacturer's terms and conditions.

Thank you for your consideration of our equipment for this project.

Yours sincerely,

HOFFMAN & HOFFMAN, INC.

Nate Helms

Greensboro, NC

BRANCH OFFICES Asheville, NC • Charleston, SC • Charlotte, NC • Chattanooga, TN • Chesapeake, VA • Columbia, SC • Greensboro, NC • Greenville, SC • Knoxville, TN • Raleigh, NC • Richmond, VA • Roanoke, VA • Wilmington, NC

ITEM B: Dampers by Pottorff/Ruskin

- (1) SD-141 class 1 smoke damper with factory sleeve, round transition, and mounting angles on both sides.
- (2) Galvanized Curtain Style Fire Dampers, Style B, 1.5 Hour

Total Net Cost, Full Freight Allowed for ITEM B \$ 792.00

"H&H" shall mean Hoffman & Hoffman, Inc., and its officers, employees, and agents. **"Buyer"** shall mean the person or entity entering into this Agreement to purchase goods and/or services.

1. Controlling Terms & Conditions: This Agreement, upon Buyer's acceptance, is limited to the terms and conditions stated herein, despite any additional or conflicting terms and conditions contained in any purchase order, any other document presented by Buyer, or any contract document between Buyer and any third-party (i.e., owner, other contractor, etc.), all of which additional or conflicting terms are hereby rejected by H&H. No waiver of, or modification to, these Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of H&H. H&H salespeople are not authorized to waive or modify any Terms and Conditions. The terms of any written proposal / quote made by H&H ("proposal") and these Terms and Conditions shall constitute the entire agreement of the parties.

2. Acceptance: Any H&H proposal expires if not accepted by Buyer within thirty (30) days from the date of the proposal. Prices are at all times subject to escalation. Typographical and clerical errors in quotations, orders and acknowledgments are subject to correction. Buyer is deemed to have accepted any H&H proposal, including these Terms and Conditions, when Buyer either (a) receives and retains an acknowledgement from H&H without written objection within ten (10) days, (b) accepts delivery of all or any part of the goods ordered, (c) provides to H&H delivery dates, shipping instructions, or other instructions evidencing acceptance, or (d) otherwise executes or assents to any proposal or these Terms and Conditions. If Buyer accepts any proposal, Buyer's order shall be deemed acceptance of the proposal subject solely to H&H's terms and conditions. If Buyer's order is expressly conditioned upon H&H's acceptance or assent to terms and/or conditions other than those stated herein, return or acknowledgment of such order by H&H with H&H's Terms and Conditions attached or referenced serves as H&H's notice of objection to, and rejection of, Buyer's terms and as H&H's counter-offer to provide goods or services in accordance with the H&H proposal and H&H's Terms and Conditions. If thereafter Buyer does not object to H&H within ten (10) days by written notice to Legal@hoffman-hoffman.com, H&H's counteroffer will be deemed accepted by Buyer. Buyer's acceptance of all or any part of any goods ordered will constitute Buyer's acceptance of H&H's proposal subject to H&H's Terms and Conditions.

3. Terms of Payment / Taxes: Payment is due net thirty (30) days from the date of each H&H invoice to Buyer. Interest at the rate of 1 1/2% per month (or the highest interest rate allowed by applicable law, if lower) may be charged after the 30-day period until payment is received. H&H accepts credit card payments. If Buyer chooses to pay by credit card, Buyer is subject to an additional convenience fee of 3.0% of the total amount paid by credit card. Buyer shall pay all costs of collection incurred by H&H including, but not limited to, reasonable attorneys' fees, collection fees, and court costs. H&H may suspend all further services and transactions (regardless of their status) without liability if Buyer's account is more than thirty (30) days past due or if Buyer's credit, in the sole judgment of H&H, is impaired at any time. Partial invoices may be submitted for any portion of completed work and/or delivered materials. While risk of loss passes to Buyer, Seller will have a purchase-money security interest in all goods (including any accessories and substitutions) purchased under this Agreement to secure payment in full of all amounts due H&H, and the underlying proposal, together with these Terms and Conditions, form a security agreement (as defined by the UCC.) Buyer shall keep all goods purchased under this Agreement free of all taxes and encumbrances, shall not remove said goods from their original installation point and shall not assign or transfer any interest in said goods until all payments due H&H have been made. The purchase-money security interest granted herein attaches upon H&H's acceptance or acknowledgment of this Agreement and Buyer's receipt of said goods, but prior to installation. Buyer will have no rights to set off against any amounts which become payable to H&H under this Agreement or otherwise. Notwithstanding any Buyer form or document to the contrary, H&H shall not release any rights to make a lien and/or bond claim, or other claim for damages, in connection with goods purchased or services provided until H&H has obtained payment in full for such goods or services and any damages. Furthermore, Buyer is responsible to pay in full for the goods or services provided by H&H regardless of whether such goods or services are funded for Buyer pursuant to any extraneous contract and/or by an applicable project owner or contractor. Unless otherwise agreed by H&H in writing, Buyer shall pay to H&H, in addition to the contract price, all sales, use, excise, privilege or other taxes imposed by any local, state or federal taxing authority payable in connection with the goods or services furnished.

4. Shipments / Claims: All shipments of goods are at Buyer's risk, f.o.b. factory, or if shipped from another location, f.o.b. point of shipment, with charges either allowed, added to invoice, or collected as noted. Any claims for damage or shortage or loss in transit must be filed by Buyer against the applicable carrier. If requested, H&H will reasonably assist the Buyer when making its claim for damages and/or losses while in transit. Claims against factory shortages will not be considered unless made within sixty (60) days after Buyer's receipt of the goods.

5. Approval: H&H shall not be liable in any way should any third party (such as a project architect, engineer, owner, etc.) fail to accept or approve equipment ordered by Buyer. H&H cannot guarantee to meet or equal specifications written around another make of equipment different than that purchased by Buyer.

6. Warranties and Liability: Upon H&H's receipt of payment in full for all amounts owed, H&H extends to Buyer the manufacturer's warranty (a copy of which is available upon request), and manufacturer's warranty is in lieu of any warranties contained in any applicable project contract, conditions, plans, or specifications. H&H ITSELF MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, IMPLIED WARRANTIES OF DESIGN OR FITNESS FOR A PARTICULAR PURPOSE. H&H SHALL HAVE NO LIABILITY FOR ANY DIRECT DAMAGES BY REASON OF FAILURE OF THE EQUIPMENT TO OPERATE OR FAULTY OPERATION OR MISUSE OF THE EQUIPMENT, AND UNDER NO CIRCUMSTANCES SHALL H&H BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR LIQUIDATED DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFIT OR PRODUCTION, LOST DATA, SPOILAGE, DELAY, OR INCREASED COST OF OPERATION. SAID EXCLUSIONS APPLY EVEN IF H&H HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SUCH POSSIBLE DAMAGES WERE REASONABLY FORESEEABLE. H&H does not commit that the equipment sold will effectively control, eliminate, kill or prevent the spread of COVID-19 or other mold, bacteria, virus, or pathogen, and H&H expressly disclaims that the product is fit for this purpose. H&H shall have no liability or duty to defend or hold harmless Buyer or any other third-party with respect to any claim, injury, loss or damage arising from or in connection with COVID-19.

7. Design and Workmanship: Buyer acknowledges that H&H is not responsible for the design of goods or services purchased and did not participate in any project design in connection with such goods or services. (a) Goods shall be fabricated in accordance with the contract drawings and specifications furnished by the Buyer and shop drawings approved by Buyer or its representative. (b) H&H shall not be responsible for the suitability, adequacy or legality of use of any designs, plans and specifications, and the Buyer shall indemnify H&H for any loss, damages and expenses incurred by or charged against H&H by reason of any alleged patent or copyright infringement, personal injury or property damage allegedly arising out of the use of designs, plans, and specifications furnished by Buyer for the goods. (c) Once shop drawings are approved by Buyer, Buyer shall reimburse H&H for all expenses resulting from changes thereto. Buyer shall compensate H&H for any and all extra work requested by Buyer and performed by H&H outside the limits of H&H's proposal. If H&H and Buyer do not reach agreement as to compensation and any change to the project schedule resulting from such extra work, H&H shall not be responsible for the extra work.

8. Limitation of Remedy: H&H shall have no liability for any damage caused by negligence, accident, misuse, improper storage, improper installation, improper service, maintenance or operation of equipment by Buyer or any third party. To the extent H&H is liable to Buyer under any legal theory (whether under warranty, negligence, strict liability or contract), Buyer's sole and exclusive remedy is limited to one of the following, which H&H shall elect in its sole and absolute discretion: (a) repair or replacement of purchased equipment or its parts by H&H or its duly authorized representative or (b) refund of the purchase price. In no event shall H&H's liability exceed the purchase price paid by Buyer under this Agreement, and Buyer waives all other remedies at law or in equity. Furthermore, Buyer waives any claim with respect to quantity or quality of goods or services purchased, unless Buyer notifies H&H in writing within ten (10) days of the date Buyer discovered, or by reasonable inspection should have discovered, the basis for such claim. Under no event shall H&H owe any duty or have any obligation whatsoever to any customer or client of Buyer or to any other third party.

9. Hazards: H&H is not responsible for the identification, detection, abatement, encapsulation or removal of hazardous substances, such as (without limitation) asbestos, products or materials containing asbestos, mold, fungi, mildew, or bacteria. At all times now and in the future, H&H takes no responsibility for and makes no representations or warranties concerning any existing or future hazardous substance or condition (i.e., mold) or the remedy or prevention thereof. Furthermore, Buyer has a duty to alert H&H of any known or likely potential hazards at any project site where H&H's representatives and affiliates may be present in connection with this Agreement.

10. Indemnification / Insurance: To the fullest extent permitted by law, Buyer shall indemnify, hold harmless and defend H&H and its officers, employees and agents from and against all claims, demands, liabilities, suits, judgments, awards, or expenses of any kind (including reasonable attorneys' fees and costs incurred defending such claims or demands, regardless of whether they result in legal action or are prosecuted to final judgment or award), which result or arise from Buyer's purchase, installation, or use of goods or services provided by H&H, including all claims that goods sold or guidance provided by H&H or its employees contributed to or failed to prevent or control the spread of COVID-19 or other mold, bacteria, virus, or pathogen. To the fullest extent permitted by law, the obligations of defense and indemnification set forth herein shall be binding upon Buyer no matter what the nature of the claim asserted may be (whether it be for negligence, warranty, strict liability, or otherwise) and shall be binding even if H&H is alleged or proven to have acted negligently; provided, however, that Buyer shall have no obligation to provide indemnification to H&H if the claim asserted arises in negligence and is finally adjudicated to have arisen solely from the negligence of H&H. Buyer shall also indemnify and hold harmless H&H from all liability for taxes owing in connection with Buyer's purchase of goods or services. The obligations and rights to indemnify herein shall not negate, abridge or reduce other such rights or obligations under law. This Agreement does not require Buyer to indemnify H&H for H&H's own negligent or intentional acts or omissions to the extent that doing so would violate applicable law. Buyer and H&H jointly authorize and request any court or arbitrator considering the enforceability of this paragraph to re-write this paragraph so that it requires Buyer to defend, indemnify, and hold H&H harmless to the fullest extent permitted by applicable law. Upon written request of Buyer, H&H shall only be required to name Buyer as an additional insured to the coverage types listed on H&H's standard Certificate of Insurance (available upon request). In no event does H&H waive any rights of subrogation.

11. Claims Resolution / Governing Law: Unless H&H elects otherwise, all claims and disputes between Buyer and H&H arising out of or relating to performance of any agreement or breach thereof must be decided by binding arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association (AAA). Demand for Arbitration must be filed in the regional office of the AAA closest to Greensboro, North Carolina, and the filing party must serve such Notice upon the other party in accordance with AAA rules. The procedural and substantive law of the State of North Carolina must apply in and to all arbitration proceedings, and Greensboro, North Carolina, is designated as the sole and exclusive venue for such proceedings. Any award arising from such proceedings shall be final and binding upon the parties and enforceable in accordance with the Federal Arbitration Act. H&H and Buyer agree that their transactions involve interstate commerce. This Agreement shall be governed by and construed solely in accordance with the laws of the State of North Carolina, without regard to principles of conflicts of laws. H&H shall have the sole and exclusive right, at H&H's sole and absolute discretion, to waive the arbitration provision and to elect to litigate any claim or dispute in a court of appropriate jurisdiction. Unless H&H elects another court of appropriate jurisdiction in H&H's sole and absolute discretion, the state courts located in Greensboro, Guilford County, North Carolina, shall be the sole and exclusive forum for any litigation between H&H and Buyer. Buyer consents to the jurisdiction of the state and federal courts located in Greensboro, Guilford County, North Carolina.

12. Delays / Penalties / Force Majeure: Delivery dates are approximate and not guaranteed. In no event and under no circumstances whatsoever will H&H be liable for any damages or expenses caused by any failure or delay in making delivery of goods or in performing services hereunder. No penalty clause or liquidated damages of any kind (for delays or otherwise) apply to H&H unless pre-approved in writing by an H&H officer. Furthermore, in no event and under no circumstances whatsoever will H&H be liable under this Agreement for any event of force majeure, including but not limited to, acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages, pandemic, and other causes beyond H&H's reasonable control.

13. Cancellations / Returns: If an order is canceled through no fault of H&H, the Buyer shall reimburse H&H for all expenses, costs, damages and losses (including lost profits) incurred by H&H in connection with the order and its cancellation. Goods may not be returned except by written permission of a representative of H&H, and when so returned, shall be subject to handling and transportation charges.

14. Equal Employment Opportunity / Affirmative Action Clause: H&H and Buyer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

15. Government Contracts: If Buyer's purchase of goods or services is in any way connected to any federal, state, or local government project, which implicates or utilizes any Small, Minority or Disadvantaged Business incentives or qualifications (or other similar laws or regulations), Buyer represents and certifies to H&H that Buyer is performing a commercially useful function on such project. Currently, H&H does not comply with Executive Order 14042 Task Force Guidance as issued September 24, 2021 ("Guidance"). Any H&H bid/proposal is contingent upon Buyer's waiver of the requirements contained in the Guidance when applicable.

16. Trust Funds: Buyer agrees that all funds Buyer receives that result from the labor, materials, and/or equipment furnished by H&H will be considered "Trust Funds." Buyer will hold all Trust Funds in trust for the sole and exclusive benefit of H&H. Buyer will segregate Trust Funds from other funds. Buyer will account for all Trust Funds and deliver all Trust Funds to H&H. Buyer will not use Trust Funds for any purpose other than paying H&H.



Change Order Request

Greene Construction Inc.
525 George Wilson Rd
Boone, NC, 28607
License #: 1610

Attention: David GoldSmith
Company: CLARKNEXSEN
Address: 301 College Street Suite 300
Asheville, NC, 28801
Email: DGoldsmith@clarknexsen.com
Phone: (828) 232-0608

Project: Watauga County EMS Facility
Estimator: Isaac Webb
Phone: (828) 264-2611
Date: 04/18/2025

Change Order Request Summary

Description	Total Estimate
Change Order Request 3	6,081.20
Total Estimate	\$6,081.20

Change Order Request Breakdown

Description	Quantity	Unit	Unit Cost	Total
3101 Grading				
Grading Subcontractor	460.00	CY	12.00	5,520.00

Sales Tax

Description	Percentage	Totals
Sub-Total (After Sales Tax)		
Material	6.75%	\$0.00
Labor	0.00%	\$0.00
SubContractor	0.00%	\$5,520.00
Equipment	6.75%	\$0.00
Other	0.00%	\$0.00
Sub-Total (After Sales Tax) Total		\$5,520.00

Overhead - Profit

Description	Percentage	Totals
Sub-Total (After Overhead & Profit)		
Overhead & Profit	15.00%	\$0.00
Sub-Total (After Overhead & Profit) Total		\$5,520.00

Performance & Payment Bonds - Builders Risk

Description	Percentage	Totals
Total Estimate		
P&P Bonds	1.00%	\$0.00
Builders Risk Insurance	0.35%	\$0.00
Unit Price #3	10.17%	\$561.20
Unit Price #5	10.13%	\$0.00
Total Estimate Total		\$6,081.20

This Change Order Request Includes The Following Items**Change Order #3 Allowance #3 Overage (Unsuitable Soils Excavation)**

- Excavation and haul off of 460cy of unsuitable soils through April 17th, 2025.
- NOTE: Rates are set at agreed upon unit price of \$13.22 per cubic yard. $460 \times \$13.22 = \$6,081.20$

This Change Order Request Does Not Include The Following

- Any work not included in the inclusions of this change order.
- Protection of our work from damage by others.
- Damage by others.
- Hazardous materials.
- Unforeseen conditions.
- Warranties for work other than our own.
- Winter weather provisions.



3632 Old 421 South
Boone, NC 28607
Phone: (828) 264-7103
Fax: (828) 264-7107

Change Order Watauga EMS 005

TO: Isaac Webb, GCI
FROM: Kevin Harward, JW Hampton Company
SUBJECT: Watauga EMS 005
DATE: 4/17/2025
NOTE: Unsuitable Soil Haul Off

Project: Watauga EMS

This change order is for the excavation and haul off of unsuitable soils on the Watauga EMS project site. This amount takes us through April 17. Please let me know if you have any questions.

<u>Equipment and Labor</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>30% Burden</u>	<u>Amount</u>
1 Unsuitable Soil Haul Off					
a. Unsuitable Soil	460.00	CY	\$12.00	\$0.00	\$5,520.00

TOTAL: \$5,520.00

ACCEPTANCE OF PROPOSAL

Client Signature

J.W. Hampton Company Signature

[Signature] 4/17/25

Owner / Representative

Date

Kevin Harward

Date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Watauga EMS Soil Haul In Report #1 Building Pad Fill

Greene Construction, Inc.

April 10th, 2025

March 25th, 2025: JW Hampton Company hauled 52 loads of fill material on site for building pad fill.

March 26th, 2025: JW Hampton Company hauled 53 loads of fill material on site for building pad fill.

March 27th, 2025: JW Hampton Company hauled 57 loads of fill material on site for building pad fill.

March 28th, 2025: JW Hampton Company hauled 29 loads of fill material on site for building pad fill.

Each truck has a hauling capacity of 10 cubic yards.

Total number of loads: **191**

Total amount of soil hauled March 25 thru March 28: **1,910 cubic yards**

Total number of 12" lifts accomplished: **2 ¼**

Watauga EMS Soil Haul In Report #2

(Building Pad & Road Fill)

Greene Construction, Inc.

April 14th, 2025 thru April 23rd, 2025

April 14th, 2025: JW Hampton Company hauled 29 loads of fill material on site for entrance road.

April 15th, 2025: JW Hampton Company hauled 0 loads of fill material due to wet site conditions.

April 16th, 2025: JW Hampton Company hauled 49 loads of fill material for building pad.

April 17th, 2025: JW Hampton Company hauled 44 loads of fill material for building pad.

April 18th, 2025: JW Hampton Company hauled 14 loads of fill material for building pad.

April 21st, 2025: JW Hampton Company hauled 45 loads of fill material for building pad.

April 22nd, 2025: JW Hampton Company hauled 2 loads of fill material for building pad.

A total of **183** truck loads of fill were hauled on site for the duration of this report.

Previous report: **191** truck loads

Combined total: **374** loads of fill material f

Total cubic yardage as of April 23rd, 2025: 3,740 cubic yards

Watauga EMS Soil Haul In Report #3

Greene Construction, Inc.

April 23rd, 2025 – May 7th, 2025

April 24th, 2025: JW Hampton hauled 3 loads of fill material on site for building pad fill.

April 28th, 2025: JW Hampton hauled 52 loads of fill material on site for building pad fill.

April 29th, 2025: JW Hampton hauled 47 loads of fill material on site for building pad fill.

April 30th, 2025: JW Hampton hauled 75 loads of fill material on site for building pad fill.

May 1st, 2025: JW Hampton hauled 31 loads of fill material on site for building pad fill.

Total Loads: **208** loads

Total Volume: 2,080 cubic yards

Previous Combined Total: 374 loads

Current Combined Total: 582 loads

Combined Volume Grand total: **5,820** cubic yards

Greene Construction, Inc. Watauga

EMS Unsuitable Soil Report#1

March 12, 2025

March 11, 2025, JW Hampton began hauling away unsuitable soil that WSP tested and deemed not acceptable for fill material. A total of (27) tandem dump truck loads were hauled off.

March 12, 2025, JW Hampton hauled away (40) truckloads of unsuitable material off site.

Each truck holds 10 cubic yards of material.

Total amount of soil hauled off site by the end of March 12 was **(670)** cubic yards.

Greene Construction, Inc.
Watauga EMS Unsuitable Soil Report #2
March 13, 2025 thru March 21, 2025

Thursday, March 13th, 2025: JW Hampton Company hauled (55) truck loads of unsuitable fill material off site.

Friday, March 14th, 2025: JW Hampton Company hauled (21) truck loads of unsuitable fill material off site.

Monday, March 17th, 2025: No work performed due to rain and muddy conditions.

Tuesday, March 18th, 2025: JW Hampton Company hauled (45) truck loads of unsuitable fill material off site.

Wednesday, March 19th, 2025: JW Hampton Company hauled (18) loads of unsuitable fill material off site.

Thursday, March 20th, 2025: No hauling performed.

Friday, March 21st, 2025: JW Hampton company hauled (40) loads of unsuitable soil off site.

Each truck holds 10 cubic yards of material.

Total amount of soil hauled off site by the end of March 21st was **(1,790)** cubic yards.

Combined with the previous soil hauling, JW Hampton Company hauled a grand total of **(2,460)** cubic yards of unsuitable soil off site.



Change Order Request

Greene Construction Inc.
525 George Wilson Rd
Boone, NC, 28607
License #: 1610

Attention: David GoldSmith
Company: CLARKNEXSEN
Address: 301 College Street Suite 300
Asheville, NC, 28801
Email: DGoldsmith@clarknexsen.com
Phone: (828) 232-0608

Project: Watauga County EMS Facility
Estimator: Isaac Webb
Phone: (828) 264-2611
Date: 04/18/2025

Change Order Request Summary

Description	Total Estimate
Change Order Request 4	11,398.80
Total Estimate	\$11,398.80

Change Order Request Breakdown

Description	Quantity	Unit	Unit Cost	Total
3101 Grading				
Grading Subcontractor	690.00	CY	15.00	10,350.00

Sales Tax

Description	Percentage	Totals
Sub-Total (After Sales Tax)		
Material	6.75%	\$0.00
Labor	0.00%	\$0.00
SubContractor	0.00%	\$10,350.00
Equipment	6.75%	\$0.00
Other	0.00%	\$0.00
Sub-Total (After Sales Tax) Total		\$10,350.00

Overhead - Profit

Description	Percentage	Totals
Sub-Total (After Overhead & Profit)		
Overhead & Profit	15.00%	\$0.00
Sub-Total (After Overhead & Profit) Total		\$10,350.00

Performance & Payment Bonds - Builders Risk

Description	Percentage	Totals
Total Estimate		
P&P Bonds	1.00%	\$0.00
Builders Risk Insurance	0.35%	\$0.00
Unit Price #3	10.17%	\$0.00
Unit Price #5	10.13%	\$1,048.80
Total Estimate Total		\$11,398.80

This Change Order Request Includes The Following Items**Change Order #4 Allowance #5 Overage (Unsuitable Soils Excavation)**

- This change order is for suitable fill totaling 690 CY that exceeded the allowance amount of 2000 CY through April 16th, 2025.
- NOTE: Rates are set at agreed upon unit price of \$16.52 per cubic yard. $690 \times \$16.52 = \$11,398.80$

This Change Order Request Does Not Include The Following

- Any work not included in the inclusions of this change order.
- Protection of our work from damage by others.
- Damage by others.
- Hazardous materials.
- Unforeseen conditions.
- Warranties for work other than our own.
- Winter weather provisions.



3632 Old 421 South
Boone, NC 28607
Phone: (828) 264-7103
Fax: (828) 264-7107

Change Order Watauga EMS 007

TO: Isaac Webb, GCI
FROM: Kevin Harward, JW Hampton Company
SUBJECT: Watauga EMS 007
DATE: 4/17/2025
NOTE: Suitable Fill

Project: Watauga EMS

This change order is for the suitable fill that was purchased, hauled, placed and filled on the Watauga EMS project site. This amount represents the yardage between the original 2000 CY allowance through April 16th. This does not include any fill placed after April 16th. The rest will be in another change order. Please let me know if you have any questions.

<u>Equipment and Labor</u>		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>30% Burden</u>	<u>Amount</u>
1	Suitable Fill					
	a. Suitable Fill	690.00	CY	\$15.00	\$0.00	\$10,350.00

TOTAL: \$10,350.00

ACCEPTANCE OF PROPOSAL

Client Signature

J.W. Hampton Company Signature

Kevin Harward 4/17/25

Owner / Representative

Date

Kevin Harward

Date

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Watauga EMS Soil Haul In Report #1 Building Pad Fill

Greene Construction, Inc.

April 10th, 2025

March 25th, 2025: JW Hampton Company hauled 52 loads of fill material on site for building pad fill.

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Each truck has a hauling capacity of 10 cubic yards.

Total number of loads: **191**

Total amount of soil hauled March 25 thru March 28: **1,910 cubic yards**

Total number of 12" lifts accomplished: **2 ¼**

Watauga EMS Soil Haul In Report #2

(Building Pad & Road Fill)

Greene Construction, Inc.

April 14th, 2025 thru April 23rd, 2025

April 14th, 2025: JW Hampton Company hauled 29 loads of fill material on site for entrance road.

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Previous report: **191** truck loads

Combined total: **374** loads of fill material f

Total cubic yardage as of April 23rd, 2025: 3,740 cubic yards

Watauga EMS Soil Haul In Report #3

Greene Construction, Inc.

April 23rd, 2025 – May 7th, 2025

April 24th, 2025: JW Hampton hauled 3 loads of fill material on site for building pad fill.

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Total Loads: **208** loads

Total Volume: 2,080 cubic yards

Previous Combined Total: 374 loads

Current Combined Total: 582 loads

Combined Volume Grand total: **5,820** cubic yards

Greene Construction, Inc. Watauga

EMS Unsuitable Soil Report#1

March 12, 2025

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March 12, 2025, JW Hampton hauled away (40) truckloads of unsuitable material off site.

Each truck holds 10 cubic yards of material.

Total amount of soil hauled off site by the end of March 12 was **(670)** cubic yards.

Greene Construction, Inc.
Watauga EMS Unsuitable Soil Report #2
March 13, 2025 thru March 21, 2025

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Total amount of soil hauled off site by the end of March 21st was **(1,790)** cubic yards.

Combined with the previous soil hauling, JW Hampton Company hauled a grand total of **(2,460)** cubic yards of unsuitable soil off site.



Change Order Request

Greene Construction Inc.
525 George Wilson Rd
Boone, NC, 28607
License #: 1610

Attention: David GoldSmith
Company: CLARKNEXSEN
Address: 301 College Street Suite 300
Asheville, NC, 28801
Email: DGoldsmith@clarknexsen.com
Phone: (828) 232-0608

Project: Watauga County EMS Facility
Estimator: Isaac Webb
Phone: (828) 264-2611
Date: 05/27/2025

This Change Order Request Includes The Following Items

Change Order #5 (ASI_002 & RFI#2)

- Electrical Scope
 - To provide and install 60a 3P NEMA 3R panelboard, to be rack mounted at grinder pump.
 - To provide and install feeder and conduit to grinder pump panel.
 - To provide and install changes represented on ASI_002 drawings.
 - To provide a generator set for a 72 HR runtime.
 - To provide Fuel for a 72 HR runtime.
 - To change panel locations and breakers for reallocated loads.

This Change Order Request Does Not Include The Following

- Any work not included in the inclusions of this change order.
- Protection of our work from damage by others.
- Damage by others.
- Hazardous materials.
- Unforeseen conditions.
- Warranties for work other than our own.
- Winter weather provisions.

Change Order Request Summary

Description	Total Estimate
Change Order Request 5	18,106.83
Total Estimate	\$18,106.83

Change Order Request Breakdown

Description	Quantity	Unit	Unit Cost	Total
0100 General Requirements				
Project Manager	4.00	HR	67.31	269.24
2600 Electrical				
Electrical Subcontractor	1.00	LS	19,756.00	19,756.00
Electrical Subcontractor	1.00	LS	-3,025.90	-3,025.90
Electrical Subcontractor (Labor Credit)	1.00	LS	-1,464.00	-1,464.00

Sales Tax

Description	Percentage	Totals
Sub-Total (After Sales Tax)		
Material	6.75%	\$0.00
Labor	0.00%	\$269.24
SubContractor	0.00%	\$15,266.10
Equipment	6.75%	\$0.00
Other	0.00%	\$0.00
Sub-Total (After Sales Tax) Total		\$15,535.34

Overhead - Profit

Description	Percentage	Totals
Sub-Total (After Overhead & Profit)		
Overhead & Profit	15.00%	\$2,330.30
Sub-Total (After Overhead & Profit) Total		\$17,865.64

Performance & Payment Bonds - Builders Risk

Description	Percentage	Totals
Total Estimate		
P&P Bonds	1.00%	\$178.66
Builders Risk Insurance	0.35%	\$62.53
Unite Price #3	10.17%	\$0.00
Unit Price #5	10.13%	\$0.00
Total Estimate Total		\$18,106.83



Change Order: 2043 - 1 / Date: 5/22/2025
Project Number: 12301

Customer

McMillon Electric Company Inc
1576 Fairbanks Dr
Lenoir, NC
28645, US
8287589438

Prepared By:
Jacob Wilkie
8286124739
jacob@mcmilloninc.com

Greene Construction, Inc.
525 George Wilson Rd.
Boone, NC
28607, United States

Isaac Webb
issac@gci.build

Project: **Elec. Watauga County EMS**

Scope of Work

Electrical Change Order

Grinder Pump & 708 Changes

REF: RFI # 17 & ASI#: 2

- To provide and install 60a 3P NEMA 3R panelboard, to be rack mounted at grinder pump
- To provide and install feeder and conduit to grinder pump panel
- ~~To provide and install conductors from Sewer contractor supplied control panel to pumps~~
- ~~To provide and install a 30a breaker from the panel to feed control panel~~
- To provide and install changes represented on ASI #2 Drawings
- To provide change for generator to have a 72 hour runtime
- To provide additional fuel for a 72Hr runtime
- To provide change in panel terminations of loads

Materials

	Quantity	Unit Cost	Total Cost
Rack for Disconnect & Control Panel & Concrete	1 ea	\$1,700.00	\$1,700.00
60a 3R Panelboard	1 ea	\$950.00	\$950.00
60a Circuitry-Feeder & Conduit	1 ea	\$2,075.90	\$2,075.90
30a Circuitry & Conduit	1 ea	\$525.00	\$525.00
Low Voltage Cabling/Connections For Grinder Pump	1 ea	\$425.00	\$425.00
	--	\$5,675.90	\$5,675.90

Labor



Change Order: 2043 - 1 / Date: 5/22/2025
Project Number: 12301

	Quantity	Unit Cost	Total Cost
Labor	68 ea	\$49.00	\$3,332.00
	--	\$3,332.00	\$3,332.00
	44 ea	\$49	\$2,156

Labor Burden

	Quantity	Unit Cost	Total Cost
Labor Burden *	68 ea	\$12.00	\$816.00
	--	\$816.00	\$816.00
	44 ea	\$12	\$528

Generator Changes

	Quantity	Unit Cost	Total Cost
72HR tank Changes	1 ea	\$6,044.00	\$6,044.00
Diesel Fuel Extra (Gallons Diesel) Delivered	222 ea	\$3.90	\$865.80
	--	\$6,909.80	\$6,909.80

* Tax not applied to part or subcomponent

Excluded (-)

1. Not responsible for testing or function of grinder pump, By others
2. Excludes providing grinder pump control panel

Notes

Summary

Cost Type	
Labor and Adjustments	\$3,332.00
Materials	\$13,401.70
Profit	\$2,088.17
Subtotal	\$18,821.87

Taxes	
Labor and Adjustments Tax	\$0.00
Material Tax	\$934.49
Subtotal	\$934.49

\$19,756

Accepted By

Date



060325 BCC Meeting
1576 Fairbanks Drive – P.O. Box 2095 Lenoir, NC 28645
Telephone (828) 758-9438 Fax (828) 758-4930
Electrical Contracting / Heating & Air Conditioning
Residential, Commercial, and Industrial
Electric Lic#4339 HVAC Lic#6844

Disclaimers:

- Not responsible for lead times, the ability to acquire materials, or penalties for delay of schedule that are from extended lead times of materials on any timeline. Most suppliers will not provide us with any definite lead times therefore we cannot.
- Delays, Costs and Extensions of Time. McMillon's time for performance of the Work shall be extended for such reasonable time as MECO is delayed due to causes reasonably beyond MECO's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent MECO or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing.
- Occasionally the situation arises that the material that has been ordered for the project will not arrive on-time because of supply chain issues, sometimes alternate ways can be used to acquire materials such as from individual sellers like Ebay at a higher cost, this additional cost the customer will be responsible for.
- Pricing is based on the fact that the engineer has determined the correct needed power for the project. Pricing is based on electrical system voltage and phase per the blueprints. If the specified electrical system voltage or phase is not available in the area and anyone elects to change said voltages or phasing, all associated costs are responsibility of owner and General contractor.
- Not responsible for any needed egress lighting that is not shown on the drawings represented by a fixture designation from the lighting schedule, if lighting does not meet code or AHJ preferences, owner or general contractor is responsible for the associated costs.
- Not responsible for the added labor and materials needed if the project does not pass a BDA systems test.

Prices remain good for up to 30 days after the date presented on this document.



Change Order Request

Greene Construction Inc.
525 George Wilson Rd
Boone, NC, 28607
License #: 1610

Attention: David GoldSmith
Company: CLARKNEXSEN
Address: 301 College Street Suite 300
Asheville, NC, 28801
Email: DGoldsmit@clarknexsen.com
Phone: (828) 232-0608

Project: Watauga County EMS Facility
Estimator: Isaac Webb
Phone: (828) 264-2611
Date: 05/21/2025

This Change Order Request Includes The Following Items

Change Order #6 (ASI_004) (Generator Enclosure Modifications)

- **Masonry Scope for ASI004 Plan Revision**
 - Includes additional labor and materials as required per ASI004.
 - Includes revised field shop drawings.
- **Concrete/Structural Scope for ASI004 Plan Revision**
 - Includes additional labor and materials as required per ASI004.
 - Includes revised field shop drawings.

This Change Order Request Does Not Include The Following

- Any work not included in the inclusions of this change order.
- Protection of our work from damage by others.
- Damage by others.
- Hazardous materials.
- Unforeseen conditions.
- Warranties for work other than our own.
- Winter weather provisions.

Change Order Request Summary

Description	Total Estimate
Change Order Request 6	12,491.21
Total Estimate	\$12,491.21

Change Order Request Breakdown

Description	Quantity	Unit	Unit Cost	Total
0100 General Requirements				
Project Manager	4.00	HR	67.31	269.24
0300 Concrete Footings				
Concrete Footing Subcontractor	1.00	SF	1,275.00	1,275.00
0400 CMU Masonry				
CMU Masonry Subcontractor	1.00	LS	9,173.00	9,173.00

Sales Tax

Description	Percentage	Totals
Sub-Total (After Sales Tax)		
Material	6.75%	\$0.00
Labor	0.00%	\$269.24
SubContractor	0.00%	\$10,448.00
Equipment	6.75%	\$0.00
Other	0.00%	\$0.00
Sub-Total (After Sales Tax) Total		\$10,717.24

Overhead - Profit

Description	Percentage	Totals
Sub-Total (After Overhead & Profit)		
Overhead & Profit	15.00%	\$1,607.59
Sub-Total (After Overhead & Profit) Total		\$12,324.83

Performance & Payment Bonds - Builders Risk

Description	Percentage	Totals
Total Estimate		
P&P Bonds	1.00%	\$123.25
Builders Risk Insurance	0.35%	\$43.14
Unite Price #3	10.17%	\$0.00
Unit Price #5	10.13%	\$0.00
Total Estimate Total		\$12,491.21



GATES CONSTRUCTION COMPANY, INC.

Post Office Box 150 • Mooresville, NC 28115
 Telephone: 704-664-2121 • Fax: 704-664-2952

5/9/2025

Proposal # 1655-25-01 ASI 04 Changes

Material				
Quantity	Item	Unit	Price	TOTAL
19	4" Concrete Masonry Units	EA	\$2.00	\$38.00
189	8" Concrete Masonry Units	EA	\$3.00	\$567.00
9	8" Concrete Masonry Units (Bond Beam)	EA	\$3.50	\$31.50
0	8" Concrete Masonry Units (Solid Bond Beam)	EA	\$3.50	\$0.00
1077	Brick; TBD	EA	\$0.75	\$807.75
6	CMU Mortar; Roanoke Standard Gray	EA	\$11.00	\$66.00
8	Brick Mortar; Holcim Charcoal Gray	EA	\$24.00	\$192.00
2	Masonry Sand	TON	\$80.00	\$160.00
1	Grout; 3000 PSI; 2" LINE MIX BLOCKFILL	CYDS	\$220.00	\$220.00
1	Rebar Material	LS	\$750.00	\$750.00
120	Wire: 8; (S) Standard Weight: LADDER 9 Gauge Side Rods x 9 Gauge Cross Rods	LF	\$1.00	\$120.00
20	Rebar Positioners; 8" Rebar Positioners HDG	EA	\$0.50	\$10.00
38	Flashing; TextroFlash 40-mil Self Adhering Thru-Wall Flexible Flashing	SF	\$0.85	\$32.30
25	Drip Edge; Stainless Steel Drip Edge Standard 3" x 26ga	LF	\$1.50	\$37.50
25	Termination Bar; T-1 Aluminum Termination Bar	LF	\$2.00	\$50.00
25	Cavity Drainage Material; 2" Mortar Trap	LF	\$1.50	\$37.50
13	Weeps; QV Quadro-Vent Standard; Standard size: 3/8" x 2-1/2" x 3-3/8"	EA	\$0.55	\$7.15
2	Mastic; H&B Sealant	EA	\$20.00	\$40.00
			Sub-Total:	\$3,166.70
			Sales Tax:	\$221.67
			TOTAL:	\$3,388.37

Labor				
Quantity	Item	Unit	Rate	TOTAL
217	CMU Labor	EA	\$6.00	\$1,302.00
1077	Brick Labor	EA	\$1.75	\$1,884.75
1	Grout Labor	CYDS	\$125.00	\$125.00
0	Door Labor; Setting	EA	\$150.00	\$0.00
152	Brick Cleaning	SF	\$0.90	\$136.80
			Sub-Total:	\$3,448.55
			Burden: 40%	\$1,379.42
			TOTAL:	\$4,827.97

Material:	3,388.37	
Gates Labor:	4,827.97	
Equipment:	0.00	
Overhead (10%)	821.63	
Profit (5%)	135.02	
Bond (1%)		
TOTAL:	9,173	(rounded to nearest dollar)



Cardinal Concrete Corporation

060325 BCC Meeting

3820 Garmon Mill Road
Midland, N.C. 28107

www.cardinalconcretecorp.com

Office (704)888-3910

Fax (704)888-5691

Request for Change Order

Drawing Change – ASI #4 (Outbuilding Size)

Due to drawing changes during ASI #4, Cardinal Concrete Corporation requests a change order to the contract increasing the contract amount by \$1,275.00. See the attached pricing breakdown.

Change Order Amount Requested: \$1,275.00

Watuaga EMS

Outbuilding

Material

Concrete	1	\$	191.00	\$	191.00
Stone	1	\$	36.25	\$	36.25
Rebar #5	6	\$	16.22	\$	97.32
Rebar #4	8	\$	12.90	\$	103.20
		\$	-		
Subtotal				\$	427.77

Labor

Crew Day	0.25	\$	1,800.00	\$	450.00
CAD Tech	1	\$	125.00	\$	125.00
	0	\$	-	\$	-
Subtotal				\$	575.00

Equipment

	0	\$	-	\$	-
	0	\$	-	\$	-
	0	\$	-	\$	-
Subtotal				\$	-

Misc

Revised Field Shops	1	\$	75.00	\$	75.00
Delivery	1	\$	-	\$	-
	0	\$	-	\$	-
Subtotal				\$	75.00

Subtotal	\$	1,077.77
Tax	\$	31.01
Subtotal	\$	1,108.78
OH&P	\$	166.32
Total	\$	1,275.10
Quoted Total	\$	1,275.00

*Rebar already fabricated, additional rebar needed to extend slab and footing

* Additional rebar via crew truck, no delivery

AGENDA ITEM 15:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****B. Regular Board Meeting Schedule*****MANAGER'S COMMENTS:**

Due to the Board's multiple meetings in May, the adoption of the County budget in June, and the 4th of July holiday, the 1st Board meeting in July has been historically cancelled. Typically, there is very limited business due to the new fiscal year. Additionally, in the event a meeting is required, the Board may call a special called meeting.

Board action is required to cancel the July 1, 2025 regular scheduled meeting.

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AGENDA ITEM 15:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Announcement

On June 9th, 2025 at 10 a.m., the County will celebrate completion of the new improvements to the Sanitation Scalehouse facility.

AGENDA ITEM 16:

BREAK

AGENDA ITEM 17:

CLOSED SESSION

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

AGENDA ITEM 18:

POSSIBLE ACTION AFTER CLOSED SESSION