

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

**TUESDAY, APRIL 2, 2019  
8:30 A.M.**

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

<b>TIME</b>	<b>#</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>PAGE</b>
8:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: March 19, 2019, Regular Meeting March 19, 2019, Closed Session		1
	3	APPROVAL OF THE APRIL 2, 2019, AGENDA		8
8:35	4	PROPOSED PROCLAMATION ESTABLISHING "GREENING MY PLATE" MONTH	MR. BILL MORETZ MS. MARGIE MANSURE	10
8:40	5	FRONTIER NATURAL GAS PIPELINE SAFETY UPDATE	MR. TAYLOR YOUNGER	12
8:45	6	SANITATION MATTERS A. Proposed Amendment to the Solid Waste Ordinance B. Proposed Changes To The Solid Waste Fee Schedule C. Brush Grinding And Screening Contracts	MR. REX BUCK	20 24 28
8:50	7	CHANGE ORDER #1 FOR EAST ANNEX ROOFING PROJECT	MR. ROBERT MARSH	34
8:55	8	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Proposed Lease Renewal with Cove Creek Preservation and Development B. Boards and Commissions C. Announcements	MR. DERON GEOUQUE	54 56 58
9:00	9	PUBLIC COMMENT		60
10:00	10	BREAK		60
10:05	11	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		60
10:15	12	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

April 2, 2019, Regular Meeting

April 2, 2019, Closed Session

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, MARCH 19, 2019**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, March 19, 2019, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

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

Chairman Welch announced that Commissioner Turnbow was not able to be at the meeting.

**APPROVAL OF MINUTES**

Vice-Chairman Kennedy called for additions and/or corrections to the March 5, 2019, regular meeting and closed session minutes.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to approve the March 5, 2019, regular meeting minutes as presented.

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

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to approve the March 19, 2019, closed session minutes as presented.

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

**APPROVAL OF AGENDA**

Vice-Chairman Kennedy called for additions and/or corrections to the March 19, 2019, agenda.

County Manager Geouque requested to withdraw the Proposed Agreement with Advanced Disposal and Proposed Agreement with Custom Ecology, Inc. under Sanitation Matters from the agenda.

Vice-Chairman Kennedy requested to add the following announcement: Appalachian Regional Healthcare System will host a Town Hall meeting from 6:00 - 7:30 P.M. on Thursday, March 21, 2019, in the Auditorium at Watauga Medical Center to discuss Medicaid expansion. NC Senator Deanna Ballard and NC Representative Ray Russell will be in attendance.

Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to approve the March 19, 2019, agenda as amended.

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

## **WATAUGA COUNTY SCHOOLS MATTERS**

### ***A. Lottery Funds Request***

Dr. Scott Elliot, Watauga County Schools Superintendent, requested the release of \$144,200 in funds from the State Education Lottery Fund. \$95,000 was requested to expand access control systems in all schools, \$30,000 for the continuation of carpet and tile replacement throughout all schools, and \$19,200 for the addition of management systems in all schools for registering and monitoring all visitors to ensure safety for everyone in the building.

Commissioner Yates, seconded by Commissioner Wallin, moved to approve the release of \$144,200 in funds from the State Education Lottery Fund as requested by Dr. Elliot.

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

### ***B. Proposed Resolution Approving the Contract Price for the Purchase of Real Property for A Future Valle Crucis School***

Dr. Scott Elliott, Watauga County School Superintendent, stated that the School Board has long range plans to replace both Hardin Park Elementary School and Valle Crucis Elementary School. Hardin Park will be built on site and the Board has been looking for property for the construction of a new Valle Crucis School. With limited properties available, the School Board has made an offer on a 14.4 acre tract in the amount of \$1,105,000 near the location of the current school. Dr. Elliot presented a proposed resolution stating the Board of Commissioners approve the purchase price for the 14.4 acre tract. School Board members Ron Henries, Brenda Reece, and Gary Childers were also present for the request.

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to adopt the resolution approving the proposed purchase price of One Million One Hundred Five Thousand and No/100

Dollars (\$1,105,000.00) for an 14.4 acre tract of property for the construction of a new Valle Crucis Elementary School in accordance with G.S. §115C-426 and as requested by Dr. Elliot on behalf of the School Board.

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

### **PROPOSED RESOLUTION SUPPORTING JUVENILE CRIME PREVENTION COUNCIL (JCPC) ALLOCATION EXPANSION**

Dr. Paul Holden, Juvenile Crime Prevention Council (JCPC) Chairman, presented a proposed resolution stating that Watauga County fully supports an adequate and timely increase of local Juvenile Crime Prevention funding to ensure program expansion and successful implementation of the Juvenile Justice Reinvestment Act Raise the Age Legislation, set for December 1, 2019.

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to adopt the resolution as presented by Dr. Holden.

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

### **BID AWARD REQUEST FOR NEW FRONT-END LOAD TRASH TRUCK AND NEW ROLL-OFF TRASH TRUCK**

On behalf of Operation Services Director, Mr. Rex Buck, County Manager Geouque requested the authorization to purchase one (1) new Front-End Load Trash Truck in the amount of \$259,553 and one (1) new Roll-Off Trash Truck in the amount of \$166,297. Adequate funds are available in the current Sanitation budget to cover the expense.

Commissioner Yates, seconded by Commissioner Wallin, moved to authorize the purchase of one (1) new Front-End Load Trash Truck in the amount of \$259,553 and one (1) new Roll-Off Trash Truck in the amount of \$166,297 as presented by the County Manager.

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

### **TAX MATTERS**

#### ***A. Monthly Collections Report***

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

***B. Refunds and Releases***

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

TO BE TYPED IN MINUTE BOOK

Vice-Chairman Kennedy, seconded by Commissioner Yates, moved to approve the Refunds and Releases Report for February 2019 as presented.

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

Chairman Welch called for a recess at 5:54 P.M. as the County Manager had stepped out of the meeting to attend to County business. Chairman Welch called the meeting back to order at 5:55 P.M.

**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Watauga Solar Lease Amendment***

County Attorney Capua stated that extensions could not be included in the proposed lease past the twenty-five year lease in accordance with Statutes.

County Manager Geouque returned to the meeting and presented a copy of a proposed resolution authorizing the lease of a portion of the landfill property to Encore T\Renewable Energy. Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years or twenty-five (25) years for a renewable energy project. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at its next regular meeting.

Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to adopt the presented resolution and approve the lease at a future meeting after the ten day public notice time.

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

***B. NCDOT U-5603 (NC 105 Improvements)***

County Manager Geouque stated that on March 14, 2019, the North Carolina Department of Transportation (NCDOT) held a public officials meeting to unveil the conceptual revisions to the NC 105 project. The NCDOT is requesting the County and Town give an up or down vote on the proposed changes. If either the County or Town vote no, the project would be stopped and moved back on the funding priority list.

NCDOT stressed that time was of the essence and the project was already six (6) months behind schedule due to the revision process. The County Manager suggested two (2) options: Option one (1) is to approve the conceptual revisions as presented by the NCDOT so that further detailed plans may be created; and Option two (2) is to review the changes more thoroughly that were unveiled at the March 14 meeting and take a vote at the April 2, 2019, Board meeting.

After discussion, Commissioner Yates, seconded by Vice-Chairman Kennedy, moved to support the revised plans including the option for right-turns only in and out of Highland Avenue from and onto NC Hwy 105.

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

### ***C. Boards and Commissions***

County Manager presented the following for consideration:

#### ***Jury Commission***

Biannually, a Jury Commission is empanelled for a two-year term. Of the three member panel, one member is appointed by the Board of Commissioners. The term of Mr. Jerry Dotson expires June 30, 2019. The new term for the appointment will be July 1, 2019, through June 30, 2021. Assistant Clerk of Court Stephanie Dalton has stated that Mr. Dotson is willing to continue to serve if so appointed. This is a first reading and, therefore, no action is required at this time.

Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to waive the second reading and reappoint Mr. Jerry Dotson to serve on the Jury Commission from July 1, 2019, until June 30, 2021.

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

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

Each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board whose terms run concurrent with the term of the appointing Commissioner. Boone Rural Fire Service District Board members must own property and reside within that Fire Service District. Currently there is one vacancy on the Boone Rural Fire Protection Service District Board.

### ***D. Announcements***

County Manager Geouque announced the following:

- Appalachian Regional Healthcare System will host a Town Hall meeting from 6:00 - 7:30 P.M. on Thursday, March 21, 2019, in the Auditorium at Watauga Medical Center to

discuss Medicaid expansion NC Senator Deanna Ballard and NC Representative Ray Russell will be in attendance.

- The Watauga Compassionate Community Initiative Conference 2019 will be held from 8:00 A.M. – 4:00 P.M. on Saturday, May 4, 2019, at Watauga High School.

### **PUBLIC COMMENT**

Mr. Joe Salamone with Republic Services stated that his company had been providing services to the County for ten years. Mr. Salamone stated that seeing proposed bid awards for trash services to another company on the agenda was taken personally and was not handled professionally. Mr. Salamone stated that his company should not have contacted Board members over the weekend and thanked the Board for time to clear communications.

### **CLOSED SESSION**

At 6:09 P.M., Commissioner Wallin, seconded by Vice-Chairman Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

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

Commissioner Yates, seconded by Commissioner Wallin, moved to resume the open meeting at 7:12 P.M.

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

### **ADJOURN**

Vice-Chairman Kennedy, seconded by Commissioner Wallin, moved to adjourn the meeting at 7:13 P.M.

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

John Welch, Chairman

ATTEST:  
Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 3:**

**APPROVAL OF THE APRIL 2, 2019, AGENDA**

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**AGENDA ITEM 4:**

**PROPOSED PROCLAMATION ESTABLISHING “GREENING MY PLATE” MONTH**

**MANAGER’S COMMENTS:**

Mr. Bill Moretz will request the Board to proclaim the month of April 2019 as “Greening My Plate” Month. The purpose of the proclamation is to bring awareness to the benefits of locally grown fruits and vegetables and recognize and celebrate the farmers who provide this produce.

Board action is requested to adopt the proclamation as presented.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA



### Greening My Plate Month Proclamation

**WHEREAS**, purchasing local food supports local farm families and food producers who contribute to our community; and

**WHEREAS**, fresh, locally produced food is best for the health of our citizens; and

**WHEREAS**, building a local food system enhances the food security of our community; and

**WHEREAS**, supporting local family farms preserves genetic diversity, important for future generations.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Watauga County Board of Commissioners thereby proclaims the month of April, 2019, as Greening My Plate Month, throughout which spring and our growing season will be celebrated through a variety of community events.

**ADOPTED** this the 2<sup>nd</sup> day of April, 2019.



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John Welch, Chairman  
Watauga County Board of Commissioners

ATTEST:

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Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 5:**

**FRONTIER NATURAL GAS PIPELINE SAFETY UPDATE**

**MANAGER'S COMMENTS:**

Mr. Taylor Younger, Frontier Energy, will review the company's public awareness flyer and discuss training available for emergency personnel. In addition, the purpose of Mr. Younger's presentation is to share pipeline safety materials. All information has been forwarded to Emergency Management and communication with Frontier Energy has been established. Lastly, maps for upcoming projects are included in the agenda packet.

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



The United States relies on natural gas for over one-fourth of its energy needs. Natural gas is pure, convenient, and effective, which makes it a popular choice of fuel for home heating and industrial needs.

#### How To Identify A Natural Gas Leak

**Smell**– Natural Gas Has A Rotten Egg, Sulfur Smell

**See**– Natural Gas Leaks Could Cause Dead Vegetation, Could Blow Dirt Into The Air, Or Cause Bubbling In Pools Of Water

**Sound**– Natural Gas Leaks Cause A Hissing Or Roaring Sound

Safety incidents on natural gas pipelines are rare, but do occur. Excavation and other outside force damage, mostly by third parties, represent the majority cause of incidents. Call 811 before you dig!

For more information visit <http://www.nc811.org>

#### If You Suspect A Natural Gas Leak

Leave The Area Going Upwind

Do Not Use Anything That Could Cause A Spark

Once Away From The Area, Call Frontier Natural Gas Company

Do Not Attempt To Find Or Stop The Leak

#### Hazards Associated with Natural Gas Leaks

**Explosion or fire** is a result of uncontrolled burning of natural gas. Improper gas pressure, gas-air mixture, or ventilation can lead to uncontrolled burning.

**Carbon monoxide** is a dangerous byproduct of incomplete combustion of natural gas. It is colorless and odorless. Visual indicators include black soot, condensation on windows, and a yellow natural gas flame. If CO poisoning is suspected, emergency personnel should be contacted immediately.

Natural gas is non-toxic; however, it can cause **death by asphyxiation in confined spaces**. Natural gas can displace oxygen in the atmosphere, and cause asphyxiation without causing other symptoms.

## 24-Hour Emergency Number: 1-888-337-4774



Know what's below.  
Call before you dig.

To view locations of transmission pipelines near you, follow the directions at the following link:  
<https://pvnpm.s.phmsa.dot.gov/PublicViewer/>

**336-526-2690**  
Office Phone

**336-526-9940**  
Fax

**1-888-337-4774**  
Emergency

If you would like any additional information on natural gas or want to inquire about the location of our pipeline, please contact our office during normal business hours.

Federal rules mandate we perform integrity assessments and leak surveys, which are designed to enhance the monitoring and maintenance of our natural gas pipelines. Because safety is our number one priority, we are happy to comply with these federal rules.

A natural gas line marker indicates that a natural gas pipeline is nearby. (picture below)



Frontier Natural Gas Company, 110 PGW Drive, Elkin, NC





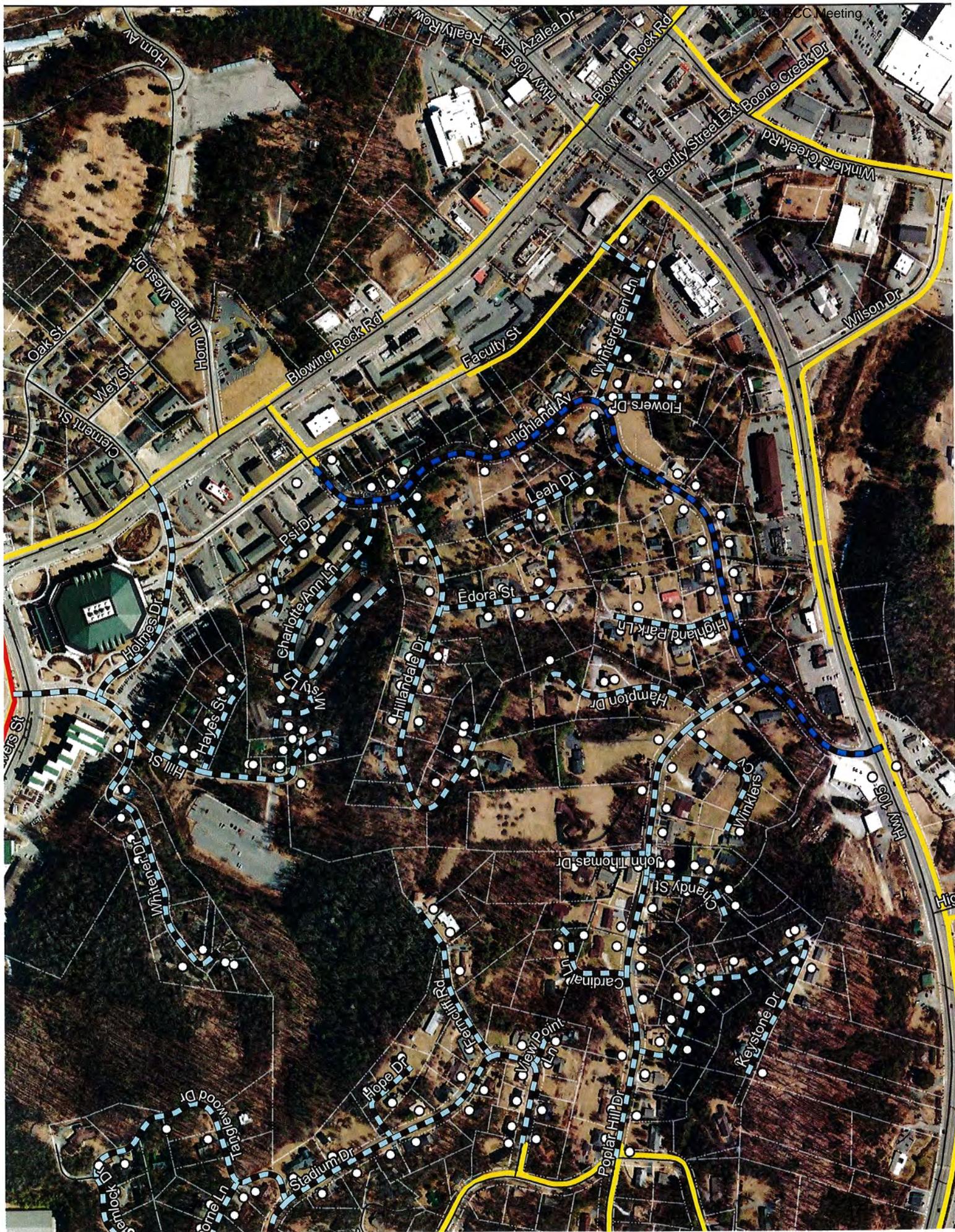


6\" Coated Steel

US Hwy 421 S

US Hwy 421 S

Crossover



2022 PCC Meeting

105 BYPASS, BOONE TO SERVE CALDWELL COMMUNITY COLLEGE



MAIN EXTENSION  
EASTBROOK DR, HUNTING RD, & EASTVIEW DR,  
BOONE, NC  
SERVICE INSTALLATION  
WO# P-175403-0132  
SO# 100000038009  
WATAUGA COUNTY  
NATURAL GAS DISTRIBUTION PIPELINE



SITE PLAN

**AGENDA ITEM 6:**

**SANITATION MATTERS**

***A. Proposed Amendment to the Solid Waste Ordinance***

**MANAGER’S COMMENTS:**

Mr. Rex Buck, Operations Service Director, will request the Board amend the Solid Waste Ordinance Article IV, Section (5) and (22) and incorporate a Municipal Solid Waste Collector definition. The changes are required to clarify the different types of waste generated in the county and how those wastes are collected.

The County’s policy is to hold a public hearing prior to any modifications or amendments to an ordinance. In keeping with that policy, staff recommends the Board schedule a public hearing for April 16, 2019 at 5:30 PM.

Board action is requested.

Watauga County  
Sanitation Department  
Recycling Office

# Memo

**To:** Deron Geouque  
**From:** Rex Buck  
**Date:** March 26, 2019  
**Re:** Solid Waste Ordinance

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Staff is recommending amending Article IV, Sections (5) and (22) of the Watauga County Solid Waste Ordinance, and inserting a classification of solid waste collector titled **Municipal Solid Waste Collector**, and incorporating the enclosed Municipal Solid Waste Collector definition into the ordinance.

The purpose of the recommended amendments is to better classify the types of waste generated within Watauga County, and to more accurately differentiate the means by which those waste streams are collected.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

SOLID WASTE ORDINANCE

(Proposed Amendment)

26 March, 2019

5. Commercial Solid Waste Collector: Any person, firm, corporation, or other entity, engaged in whole or part, in the collection, transportation, delivery, or disposal of solid waste generated within the service area, including any such entity engaged in such activities with respect to solid waste generated by others for profit ~~and/or hire~~.

22. Municipal Solid Waste: Any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed and disposed of through a public entity or ~~private-municipal~~ solid waste management service. Municipal solid waste does not include hazardous waste, sludge, or industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations.

(Insert)

28. Municipal Solid Waste Collector: Any public entity or municipal solid waste management service engaged in whole or part, in the collection, transportation, delivery, or disposal of solid waste generated within the service area, including any such entity engaged in such activities with respect to solid waste generated by others.

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**AGENDA ITEM 6:**

**SANITATION MATTERS**

***B. Proposed Changes to the Solid Waste Fee Schedule***

**MANAGER'S COMMENTS:**

Due to the expiration (March 31, 2019) of the current solid waste hauling and disposal contract; Mr. Rex Buck will present a fee schedule for the remainder of FY 2018-2019 and FY 2019-2020. By adopting the fees as presented the increase can be reduced or offset.

Board action is required to adopt the fees as presented.

Watauga County  
Sanitation Department  
Recycling Office

# Memo

**To:** Deron Geouque  
**From:** Rex Buck  
**Date:** March 26, 2019  
**Re:** Solid Waste Fee Schedule

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Please see FY2019 and FY2020 proposed Transfer Station, LCID, and Recycling Fee Schedule. Republic Services Group's new Transportation and Disposal rate hike will increase Watauga County solid waste programming expenses beginning April 1, 2019. As a consequence, staff is recommending adjusting the County's solid waste tipping fees, May 1, 2019, to help offset the Transportation and Disposal cost increase.

The proposed rate structure will apply to all Solid Waste and Solid Waste Collectors as defined in, Article III of the Watauga County Solid Waste Operations Ordinance, and all Commercial Solid Waste and Commercial Solid Waste Collectors as defined, in Article IV of the Watauga County Solid Waste Ordinance.

Residential Units, as defined in Article III of the Watauga County Solid Waste Operations Ordinance, will be permitted to deposit up to 2,000 pounds of Residential Waste, as defined in Article IV of the Watauga County Solid Waste Ordinance, free of charge, at the County's Transfer Station located at: 463 Landfill Road, Boone, NC 28607.

Residential Units will, also, receive free disposal of appliances, automobile tires, scrap metal, broken concrete, asphalt, brush, unpainted brick, unpainted block, building and construction debris, and materials exceeding three feet in length, at the County's Recycling, and Land Clearing and Inert Debris facilities during Community Pride events.

**Watauga County  
Solid Waste Fee Schedule**

(May 1, 2019 - June 30, 2020)

**Transfer, LCID, and Recycling**

336 Landfill Road, Boone, NC

Material Type	2020 Fees
Commercial Solid Waste Ton:	\$59.00
Construction & Demolition Waste Ton:	\$59.00
Municipal Solid Waste Ton:	\$26.00
Inert Debris Ton:	\$59.00
Land-clearing Debris Ton:	\$46.00
Yard Waste Ton:	\$46.00
Animal Carcasses Ton:	\$59.00
Electronic Waste Ton:	\$59.00
RO Cont. Disposal Fee / Ton:	\$59.00
Single Stream Recycling Ton:	\$18.00
Re-ground Mulch Ton:	\$9.00
Coarse Mulch Ton:	\$6.00
Passenger Vehicle Minimum:	\$9.00

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## **AGENDA ITEM 6:**

### **SANITATION MATTERS**

#### ***C. Brush Grinding and Screening Contracts***

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

Mr. Rex Buck will request the Board approve rentals with Vermeer for a TG 5000 tub grinder, and TR 5300 trommel screen. The cost of the tub grinder is \$41,593.25 for 2,500 tons of brush and \$17,040.75 to process 6,500 cubic yards of mulch. Utilizing these pieces of equipment has proven to be more economical and provides for a more desirable product. Adequate funds are available in the current budget to cover the expense.

Board action is requested to approve the rentals with Vermeer for a TG 5000 tub grinder and a TR 5300 trommel screen in the amount of \$41,593.25 and \$17,040.75, respectively.

# MEMO

# SANITATION

March 21, 2019

To: Deron Geouque, County Manager

From: Cole Kiziah, Recycling Coordinator

Subject: Brush Grinding and Screening

Staff is requesting Board approval to lease a Vermeer TG 5000 Tub Grinder, for one month at a cost of \$41,593.25, to grind approximately 2,500 tons of brush.

Staff is also recommending leasing a Vermeer TR 5300 Trommel Screen, for one month at a cost of \$17,040.75, to process approximately 6,500 cubic yards of mulch.

This approach has proven to be more efficient and economical for the County, and produces a higher quality end product.

Upon Board approval, staff would like authorization to sign the rental agreements, and issue Purchase Orders to Vermeer Mid Atlantic. There are sufficient funds available, in the Sanitation budget, to cover the costs associated with the project.

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

# VERMEER MID ATLANTIC, LLC RENTAL CONTRACT

049219 BCC Meeting

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8830 Corridor Rd Annapolis Jct., MD 20701 (800) 492-1274 Fax: (301) 498-8720	13005 Balls Ford Rd Manassas, VA 20109 (877) 661-6566 Fax: (703) 393-6626	10501 Vermeer Pl Ashland, VA 23005 (800) 552-2074 Fax: (804) 798-8720	10900 Carpet St Charlotte, NC 28273 (800) 768-3444 Fax: (704) 588-8847	8424 Norcross Rd Colfax, NC 27235 (888) 993-9344 Fax: (336) 996-6822	3501 Jones Sausage Rd Garner, NC 27529 (888) 883-7633 Fax: (919) 662-7332	2803 Grand View Dr. Simpsonville, SC 29681 (800) 850-4710 Fax: (864) 962-9230	1064 Drop Off Dr Summerville, SC 29483 (800) 246-4307 Fax: (843) 821-3095

Visit us online at [www.VermeerMidAtlantic.com](http://www.VermeerMidAtlantic.com)

**Vermeer Mid Atlantic, LLC** an authorized Vermeer Rental System Dealer (LESSOR) hereby rents to:

COMPANY (LESSEE) <b>WATAUGA COUNTY LANDFILL</b>		RENTAL CONTRACT REF #	
ADDRESS <b>336 LANDFILL ROAD</b>		CITY <b>BOONE</b>	STATE <b>NC</b> ZIP <b>28607</b>
PHONE <b>828 264 5305</b>	FAX	CONTACT NAME/ CELL PHONE # <b>COLE KAZIAH</b>	

And the LESSEE hereby hires from the LESSOR, the following Equipment (the Equipment), for the approximate rental period and at the rental rate shown below, subject to the other terms and conditions of this agreement:

MFG	MODEL #	SERIAL #	MACHINE VALUE	RATES			BILLING AMOUNT
				DAILY	WEEKLY	MONTHLY	
1. VERMEER	TG5000	1001009	\$456,961.00	\$	\$	\$38,900.00	\$38,900.00
HRS. 401	SPEC'S 2016 model, 515 Hp T4 final engine						
2.				\$	\$	\$	\$
HRS.	SPEC'S						
3.				\$	\$	\$	\$
HRS.	SPEC'S						
DELIVERY TO LESSEE AT: <b>336 LANDFILL ROAD BOONE NC</b>				DATE		\$500.00	
PICK UP FEE / FREIGHT				DATE		\$500.00	
ACCESSORIES / OTHER TAXABLE ITEMS						\$	
SECURITY DEPOSIT / OTHER NON-TAXABLE ITEMS						\$	
<b>MINIMUM RENTAL PERIOD</b>				<b>SALES TAX</b>		RATE 6.75%	\$2,693.25
<b>PAYMENT TERMS: ALL RENTALS DUE IN ADVANCE</b>						<b>TOTAL DUE</b>	\$41,593.25
<input type="checkbox"/> COLLECTED	CHECK#	AMOUNT \$	CC TYPE	CC#	Exp:		

The Equipment will be kept and used by LESSEE at:

JOBSITE ADDRESS	PH #	RENTAL START DATE	EST. RETURN DATE

**MAINTENANCE:** LESSEE AGREES TO SUPPLY ALL LABOR FOR REGULAR MAINTENANCE CONCERNING TEETH, POCKETS, SEGMENTS, CHAIN ADJUSTMENTS, DAILY LUBRICATION, UNLESS OTHERWISE NOTED UNDER "ADDITIONAL CHARGES".

SPECIAL CONDITIONS <b>Comes with 1 day of training and screen set up.</b>
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**LESSOR and LESSEE agree that the terms and conditions on the reverse side hereof are a part of this agreement and are thoroughly understood.** All equipment shall be considered "on rental" as long as it is out of Vermeer Mid Atlantic's possession. **Our rental department must be notified 24 hours in advance to arrange for the termination of the rental. PLEASE NOTE:** No rentals will be terminated from 4:00 PM Friday to 7:00 AM Monday. All of our equipment is chargeable on a time out basis. Our rates are structured to take into account those holidays, rain days, etc. which interrupt production. The machinery is charged to the customer (LESSEE) at the lowest rate schedule (daily, weekly, or monthly) applicable. Rental rates will not be prorated. All equipment is delivered clean. On return, Vermeer Mid Atlantic will charge the LESSEE for the applicable cleaning charges.

<b>LESSOR: Vermeer Mid Atlantic, LLC</b>	<b>LESSEE:</b>	
BY:	SIGN:	TITLE:
DATE:	PRINT:	DATE:

## SIGNING OF THIS FORM CONSTITUTES A LEGAL AND BINDING CONTRACT

### TERMS AND CONDITIONS

1. The rental period shall begin on and include the date of delivery to the LESSEE and shall end on and include the date of return to LESSOR'S business location designated herein. The rental period shall be the approximate rental period shown on the face hereof and if LESSEE retains the Equipment after the expiration of said period this agreement shall be deemed to be extended at the same rental rate and under the same terms until the Equipment is returned to LESSOR. At any time after expiration of the original period LESSEE agrees to return the Equipment to LESSOR within twenty-four hours after notice from LESSOR.
2. The LESSEE agrees that the rates provided for in this contract are considered straight time rates based on not more than eight (8) hours per day, forty (40) hours per week, or one hundred sixty (160) hours in any one twenty eight (28) consecutive day period. Should the machinery be used longer than the above specified hours in any specific period, the overtime rate shall be based on a minimum of the daily rate.  
  
The minimum rental period is one day. The weekly rate applies only if the Equipment is out at least one full week. The monthly rate applies only if the equipment is out at least twenty-eight days. No allowance will be made for Sunday, holidays, time in transit, or any period of time equipment may not be in actual use while in LESSEE'S possession, except as provided in paragraph 7.
3. LESSEE shall be liable for and shall reimburse LESSOR for amounts equal to any sales, use, license or registration fees levied or based upon the rentals, or the Equipment, or the use of the operation thereof.
4. It is understood between the parties that the LESSOR is not the manufacturer of the Equipment herein leased, nor its agent, and that no warranty against patent or latent defects in material, workmanship, or capacity is given, nor that said Equipment will meet the requirements of any law, rules, specifications or contracts which provide for specific machinery or apparatus or special methods.
5. LESSOR shall use reasonable care to see that the Equipment is in proper working condition before delivery to LESSEE. If LESSEE so requests, the Equipment will be operated in LESSEE'S presence at a time and place designated by LESSOR prior to delivery to LESSEE. If the Equipment is shipped to LESSEE and arrives in damaged condition LESSEE shall note such damage on the bill-of-lading or any other receipt requested by the transporter and shall immediately notify LESSOR. The acceptance by LESSEE of the Equipment shall constitute an acknowledgement that the Equipment has been received undamaged, in good repair and operating condition except to the extent noted by LESSEE on the bill-of-lading or other delivery receipt.
6. LESSEE agrees to care for the Equipment properly, to use it within its rated capacity, to restrict its use to LESSEE'S qualified personnel and to prohibit anyone other than LESSOR'S authorized personnel to repair, modify or adjust the Equipment and to notify LESSOR immediately of accidents, disabilities, failures or like information concerning the Equipment. LESSEE further agrees to pay for all damage to the Equipment resulting from causes from other than normal wear and tear upon receipt of invoice therefore from LESSOR for LESSOR'S costs and expense of repair. LESSEE shall take care of normal needs of the Equipment, including supplying fuel, oil, grease and water, daily checking of general condition, including tires, oil levels, cooling systems, water and batteries, recharging batteries, and will perform other routine preventive maintenance set forth in the Machine Operator's Manual for the Equipment. LESSOR will service and maintain the Equipment in proper working condition and LESSEE agrees to make it available for servicing by LESSOR at reasonable times during LESSOR'S business hours. If LESSEE requires service at times other than LESSOR'S business hours, LESSEE agrees to pay the difference between LESSOR'S straight time and overtime rates for mechanic's time.
7. In the event the Equipment becomes inoperable for reasons other than accident, improper use or failure of LESSEE to comply with its obligations hereunder, no rental shall be charged for the period of time between actual notice to LESSOR of the inoperable condition of the Equipment and the time when it is returned to service. LESSOR shall not be obligated to furnish substitute Equipment nor shall it be liable for down time or special or consequential damages of any nature whatsoever. However, if the Equipment should be rendered inoperable due to accident, neglect or abuse by the LESSEE the rental will continue until the Equipment is operable or the end of the rental period, whichever is longer.
8. LESSEE assumes all risk and liability for and agrees to indemnify, save and hold LESSOR harmless from all claims and liens, all loss of or damage to the Equipment and all loss, damage, claims, penalties, liability and expenses, including attorney's fees, howsoever arising or incurred because of the Equipment or the storage use of operation thereof. LESSEE, at its own expense, shall carry and provide proof to Vermeer Mid Atlantic, adequate public liability insurance against bodily injury, including death, and against property damage; shall insure both the Lessor and Lessee for liability and the Equipment in the combined amounts of not less than \$500,000 per occurrence; shall keep all Equipment insured at its full insurable value against all risk coverage and coverage should be primary over all others; shall keep all Equipment insured at its full insurable value against all risk coverage and coverage should be primary over all others. LESSEE must provide LESSOR with Certificate of Insurance naming LESSOR as Loss Payee.
9. LESSEE agrees, whenever requested by LESSOR, to give LESSOR the exact location of the equipment covered by this lease and LESSOR and the manufacturer of the Equipment shall have the privilege at all times of entering any shop, building or location where the Equipment is being used for the purpose of inspection. LESSOR shall have the right of removing the Equipment on 24 hours' notice, and terminating this lease if it is being overloaded or taxed beyond its capacity or in any manner abused or neglected. If LESSEE fails to pay any rental or other sum payable hereunder when due, or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of Equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due and unpaid, plus a reasonable amount for attorney's fees and such expenses as may be expended in the repossession of the Equipment. The remedies provided herein in favor of LESSOR shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in LESSOR'S favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing it is delivered to LESSEE, personally, or sent by mail addressed to LESSEE at the address set forth upon the reverse side hereof.
10. This is a Contract of rental only and nothing herein conveys to LESSEE any right, title or interest in or to any of the Equipment, except as a LESSEE.
11. LESSEE shall not assign this lease or sublet the Equipment. LESSOR shall have the right to assign this lease and/or the rentals due hereunder and LESSEE agrees to honor any such assignment in accordance with its terms upon receipt of written notice thereof.

I have read, understand and agree to the above terms and conditions.

X \_\_\_\_\_ Date \_\_\_\_\_

# VERMEER MID ATLANTIC, LLC RENTAL CONTRACT

049219 BCC Meeting

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8830 Corridor Rd Annapolis Jct., MD 20701 (800) 492-1274 Fax: (301) 498-8720	13005 Balls Ford Rd Manassas, VA 20109 (877) 661-6566 Fax: (703) 393-6625	10501 Vermeer Pl Ashland, VA 23005 (800) 552-2074 Fax: (804) 798-8720	10900 Carpet St Charlotte, NC 28273 (800) 768-3444 Fax: (704) 588-8847	8424 Norcross Rd Colfax, NC 27235 (888) 993-9344 Fax: (336) 996-6822	3501 Jones Sausage Rd Garner, NC 27529 (888) 883-7633 Fax: (919) 662-7332	2803 Grand View Dr. Simpsonville, SC 29681 (800) 850-4710 Fax: (864) 962-9230	1064 Drop Off Dr Summerville, SC 29483 (800) 246-4307 Fax: (843) 821-3095

Visit us online at [www.VermeerMidAtlantic.com](http://www.VermeerMidAtlantic.com)

**Vermeer Mid Atlantic, LLC** an authorized Vermeer Rental System Dealer (LESSOR) hereby rents to:

COMPANY (LESSEE) <b>WATAUGA COUNTY LANDFILL</b>		RENTAL CONTRACT REF #	
ADDRESS <b>336 LANDFILL ROAD</b>		CITY <b>BOONE</b>	STATE <b>NC</b> ZIP <b>28607</b>
PHONE <b>828 264 5305</b>	FAX	CONTACT NAME/ CELL PHONE # <b>COLE KAZIAH</b>	

And the LESSEE hereby hires from the LESSOR, the following Equipment (the Equipment), for the approximate rental period and at the rental rate shown below, subject to the other terms and conditions of this agreement:

MFG	MODEL #	SERIAL #	MACHINE VALUE	RATES			BILLING AMOUNT
				DAILY	WEEKLY	MONTHLY	
1. VERMEER	TR5300	JF000107	\$232,500.00	\$	\$	\$15,900.00	\$15,900.00
HRS. 196	SPEC'S 2018 model, 74Hp T4 final engine						
2.				\$	\$	\$	\$
HRS.	SPEC'S						
3.				\$	\$	\$	\$
HRS.	SPEC'S						
DELIVERY TO LESSEE AT: <b>336 LANDFILL ROAD BOONE NC</b>				DATE		\$500.00	
PICK UP FEE / FREIGHT				DATE		\$500.00	
ACCESSORIES / OTHER TAXABLE ITEMS						\$	
SECURITY DEPOSIT / OTHER NON-TAXABLE ITEMS						\$	
<b>MINIMUM RENTAL PERIOD</b>				<b>SALES TAX</b>		RATE 6.75%	\$1,140.75
<b>PAYMENT TERMS: ALL RENTALS DUE IN ADVANCE</b>						<b>TOTAL DUE</b>	\$17,040.75
<input type="checkbox"/> COLLECTED	CHECK#	AMOUNT \$	CC TYPE	CC#	Exp:		

The Equipment will be kept and used by LESSEE at:

JOBSITE ADDRESS	PH #	RENTAL START DATE	EST. RETURN DATE

**MAINTENANCE:** LESSEE AGREES TO SUPPLY ALL LABOR FOR REGULAR MAINTENANCE CONCERNING TEETH, POCKETS, SEGMENTS, CHAIN ADJUSTMENTS, DAILY LUBRICATION, UNLESS OTHERWISE NOTED UNDER "ADDITIONAL CHARGES".

SPECIAL CONDITIONS <b>Comes with 1 day of training and screen set up.</b>
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<b>LESSOR: Vermeer Mid Atlantic, LLC</b>	<b>LESSEE:</b>	
BY:	SIGN:	TITLE:
DATE:	PRINT:	DATE:

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I have read, understand and agree to the above terms and conditions.

X \_\_\_\_\_ Date \_\_\_\_\_

**AGENDA ITEM 7:**

**CHANGE ORDER #1 FOR EAST ANNEX ROOFING PROJECT**

**MANAGER'S COMMENTS:**

Mr. Robert Marsh, Maintenance Director, will present a change order for the East Annex Roofing Project. The change order in the amount of \$4,713.66 is for work outside the scope of the original contract. The current project has a \$5,500 contingency and accepting the change order would leave \$786.34 unspent in the contingency.

Board action is requested to approve change order number 1 for the East Annex Roof Project in the amount of \$4,713.66 with funds to come from the contract contingency.



# 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: March 27, 2019

RE: East Annex Reroof Project Change Order No. 1

The metal roof project is substantially complete as of January 28, 2019. There is a short list of minor touch-up items which the contractor is aware of and has agreed to correct before final payment is issued.

The contractor has requested a Change Order for work beyond the scope of the construction contract in the amount of \$4,713.66. If you are in agreement to approve this Change Order, then I will submit a payment request to the Finance Office to utilize the built-in contingency of \$5,500 to pay for the additional work. The remaining balance of the contingency will be \$786.34.

I have attached the architect's review of the contractor's change order request and documentation specifying the need for the additional work.

## David R. Jones Architecture

285 Deer Crest Lane  
P.O. Box 1282  
Boone, North Carolina 28607  
828-386-4088

March 22, 2019

Mr. Deron Geouque, County Manager  
Watauga County  
814 West King Street  
Boone, North Carolina 28607

PROJECT: Watauga County East Annex Reroof Project  
PROJECT #: 2018-5  
RE: Recommendation to Approve Change Order Number 1

Dear Mr. Geouque and Watauga County Commissioners:

The Watauga County East Annex Reroof Project is Complete and with that there are some proposed Change Order #1 items that require approval.

The following is a list of WaynCo Roofing Change Order Requests 1, 2 and 3:

WaynCo Request Number 1: Repair deteriorated roof sheathing using Bid Form predetermined unit price, \$15/SF. 224 SF @ \$15/SF = \$3,360.00

WaynCo Request Number 2: Repair Fascia using Bid Form predetermined unit price, \$12/LF. 10 LF @ \$12/LF = \$120.00

WaynCo Request Number 3: Existing EPDM membrane repairs. See attached C.O.Price Sheet = \$1,233.66

WaynCo Request Number 1	\$3,360.00
WaynCo Request Number 2	\$120.00
<u>WaynCo Request Number 3</u>	<u>\$1,233.66</u>
TOTAL CHANGE ORDER REQUESTS FOR C.O. NUMBER 1	\$4,713.66

Original Contingency Allowance in Contract Sum	\$5,500.00
Previously Approved Change Order	- 0.00
<u>Total This Change Order #1</u>	<u>- 4,713.66</u>
REMAINING CONTINGENCY ALLOWANCE BALANCE	\$786.34
Original Contract Sum	\$177,950.00
<u>Remove Remaining Contingency Allowance Balance (deduct) -</u>	<u>786.34</u>
New Final Contract Sum	\$177,163.66

## David R. Jones Architecture

285 Deer Crest Lane  
P.O. Box 1282  
Boone, North Carolina 28607  
828-386-4088

TO: Watauga County  
814 West King Street  
Boone, NC 28607

DATE: 3-21-2019    JOB NO.: 2018-5  
ATTENTION: Deron Geouque  
RE: Watauga Co. East Annex Reroof

WE ARE SENDING YOU  Under separate cover via                    the following items:

- Shop Drawings     Prints     Plans     Samples     Specifications  
 Copy of Letter     Change Order     Certificate of Substantial Completion

COPIES	DATE	NO.	DESCRIPTION
3	3-10-2019		Change Order Number: 001
3	3-10-2019		Certificate of Substantial Completion

THESE ARE TRANSMITTED as checked below:

- For approval             Approved as submitted     Resubmit    copies for approval  
 For your use             Approved as noted     Submit    copies for distribution  
 As requested             Revise and resubmit     Return    corrected prints  
 For review/comment     Not approved              
 FOR BIDS DUE                    20     PRINTS RETURNED AFTER LOAN TO US

REMARKS: Deron, Please sign ALL THREE (3) Change Order Number: 001 and Certificate of Substantial Completion documents, KEEP (1) set of originals for your files and RETURN the other two (2) document sets back to my office. I will then forward the Contractor's set back to them. Thanks, Randy Jones

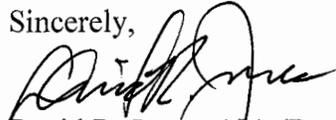
COPY TO:    office file

SIGNED: Randy Jones, AIA

*If enclosures are not as noted, kindly notify us at once.*

I hereby recommend approval of Change Order Number in the amount of \$4,713.66 and approval to remove/deduct the Remaining Unused Contingency Allowance Balance of \$786.34, creating the New Final Contract Sum of \$177,163.66. If anyone has any questions, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Jones", written over the printed name below.

David R. Jones, AIA (Randy)  
David R. Jones Architecture


**AIA® Document G701™ – 2017**
**Change Order**

<b>PROJECT:</b> <i>(name and address)</i> Watauga Co. East Annex Reroof 331 Queen Street	<b>CONTRACT INFORMATION:</b> Contract For: General Construction-Reroof Date: September 17, 2019	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001 Date: March 10, 2019
<b>OWNER:</b> <i>(name and address)</i> Watauga County 814 West King Street Boone, North Carolina 28607	<b>ARCHITECT:</b> <i>(name and address)</i> David R. Jones Architecture P.O. Box 1282 Boone, North Carolina 28607	<b>CONTRACTOR:</b> <i>(name and address)</i> WaynCo Roofing, LLC P.O. Box 3221 Matthews, North Carolina 28106

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Change Order Request for Extra Work:

1. Roof Sheathing Repair 224 SF @ \$15/SF =	\$3,360.00
2. Fascia Repair 10 LF @ \$12/LF =	120.00
3. EPDM Repair (see attached C.O. Price Sheet) =	\$1,233.66
<b>TOTAL CHANGE ORDER REQUEST</b>	<b>\$4,713.66</b>

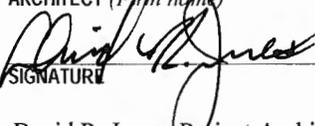
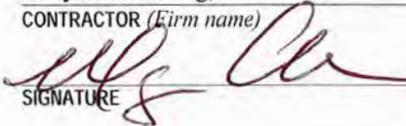
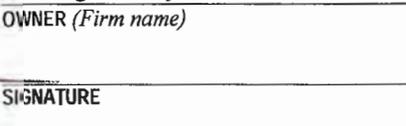
Contract Contingency Allowance:	\$5,500.00
Total Change Order Request	- 4,713.66
Contingency Allowance Balance	\$786.34

Remove the Remaining Contingency Allowance Balance from the original Contract Sum to create a New Contract Sum.

The original Contract Sum	was	\$	<u>177,950.00</u>
The net change by previously authorized Change Orders		\$	<u>0.00</u>
The Contract Sum	prior to this Change Order was	\$	<u>177,950.00</u>
The Contract Sum	will be decreased by this Change Order in the amount of	\$	<u>786.34</u>
The new Contract Sum	, including this Change Order, will be	\$	<u>177,163.66</u>
The Contract Time will be unchanged by zero ( 0 ) days.			
The new date of Substantial Completion will be January 28, 2019			

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

David R. Jones Architecture ARCHITECT <i>(Firm name)</i>	WaynCo Roofing, LLC CONTRACTOR <i>(Firm name)</i>	Watauga County OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
David R. Jones, Project Architect PRINTED NAME AND TITLE	Wayne Cooke, Owner PRINTED NAME AND TITLE	John Welch, Chairman Wat. Co. BOC PRINTED NAME AND TITLE
DATE <u>3-10-2019</u>	DATE <u>3-14-19</u>	DATE

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Change order price sheet

Project: Watauga County East Annex - Re-roof  
Boone, NC

Description:  
Repair EPDM seams that were coming loose.

Material Cost	<u>DRJ</u>	\$	372.75		
Labor Cost		\$	700.00		
Equipment Cost		\$	-		
Subtotal	<u>CONTRACT IS FOR A COMBINED O.P @ 15%</u>	\$	1,072.75	1,072.75	
Overhead	10%	\$	107.27		
Profit	10%	\$	118.00	+ 160.91	<u>DRJ</u>
TOTAL CHANGE ORDER		\$	1,298.02	<u>\$ 1,233.66</u>	
TOTAL CHANGE ORDER:	Add	\$	<del>1,298.00</del>	<u>\$ 1,233.66</u>	<u>DRJ</u>
<u>FOR EPDM REPAIR</u>					
<u>DRJ</u>					


**AIA® Document G701™ – 2017**

## Change Order

<b>PROJECT:</b> <i>(name and address)</i> Watauga Co. East Annex Reroof 331 Queen Street	<b>CONTRACT INFORMATION:</b> Contract For: General Construction-Reroof Date: September 17, 2019	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001 Date: March 10, 2019
<b>OWNER:</b> <i>(name and address)</i> Watauga County 814 West King Street Boone, North Carolina 28607	<b>ARCHITECT:</b> <i>(name and address)</i> David R. Jones Architecture P.O. Box 1282 Boone, North Carolina 28607	<b>CONTRACTOR:</b> <i>(name and address)</i> WaynCo Roofing, LLC P.O. Box 3221 Matthews, North Carolina 28106

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

**Change Order Request for Extra Work:**

1. Roof Sheathing Repair 224 SF @ \$15/SF =	\$3,360.00
2. Fascia Repair 10 LF @ \$12/LF =	120.00
3. EPDM Repair (see attached C.O. Price Sheet) =	\$1,233.66
<b>TOTAL CHANGE ORDER REQUEST</b>	<b>\$4,713.66</b>

Contract Contingency Allowance:	\$5,500.00
<b>Total Change Order Request</b>	<b>- 4,713.66</b>
Contingency Allowance Balance	\$786.34

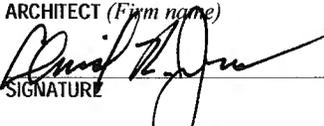
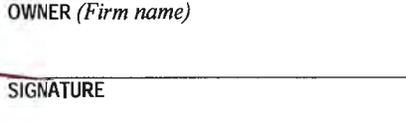
Remove the Remaining Contingency Allowance Balance from the original Contract Sum to create a New Contract Sum.

The original Contract Sum	was	\$	<u>177,950.00</u>
The net change by previously authorized Change Orders		\$	<u>0.00</u>
The Contract Sum	prior to this Change Order was	\$	<u>177,950.00</u>
The Contract Sum	will be decreased by this Change Order in the amount of	\$	<u>786.34</u>
The new Contract Sum	, including this Change Order, will be	\$	<u>177,163.66</u>

The Contract Time will be unchanged by zero ( 0 ) days.  
The new date of Substantial Completion will be January 28, 2019

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

David R. Jones Architecture ARCHITECT <i>(Firm name)</i>	WaynCo Roofing, LLC CONTRACTOR <i>(Firm name)</i>	Watauga County OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
David R. Jones, Project Architect PRINTED NAME AND TITLE	Wayne Cooke, Owner PRINTED NAME AND TITLE	John Welch, Chairman Wat. Co. BOC PRINTED NAME AND TITLE
DATE <u>3.10.2019</u>	DATE <u>3-14-19</u>	DATE

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Change order price sheet

Project: Watauga County East Annex - Re-roof  
Boone, NC

Description:  
Repair EPDM seams that were coming loose.

Material Cost	<i>DRJ</i>	\$	372.75		
Labor Cost		\$	700.00		
Equipment Cost		\$	-		
Subtotal		\$	1,072.75	<i>1,072.75</i>	
Overhead	<i>CONTRACT IS FOR A COMBINED O&amp;P @ 15%</i>	10%	\$ 107.27		
Profit		10%	\$ 118.00	<i>+ 160.91</i>	<i>DRJ</i>
TOTAL CHANGE ORDER		\$	<del>1,298.02</del>	<i>1,233.66</i>	
TOTAL CHANGE ORDER:	Add	\$	<del>1,298.00</del>	<i>1,233.66</i>	<i>DRJ</i>
<i>FOR EPDM REPAIR</i>					
<i>DRJ</i>					


**AIA® Document G701™ – 2017**

## Change Order

<b>PROJECT:</b> <i>(name and address)</i> Watauga Co. East Annex Reroof 331 Queen Street	<b>CONTRACT INFORMATION:</b> Contract For: General Construction-Reroof Date: September 17, 2019	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001 Date: March 10, 2019
<b>OWNER:</b> <i>(name and address)</i> Watauga County 814 West King Street Boone, North Carolina 28607	<b>ARCHITECT:</b> <i>(name and address)</i> David R. Jones Architecture P.O. Box 1282 Boone, North Carolina 28607	<b>CONTRACTOR:</b> <i>(name and address)</i> WaynCo Roofing, LLC P.O. Box 3221 Matthews, North Carolina 28106

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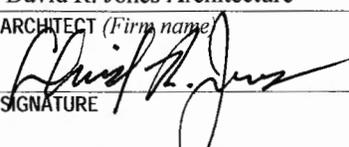
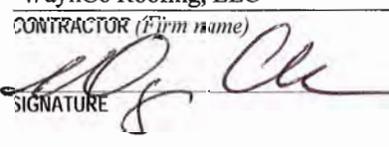
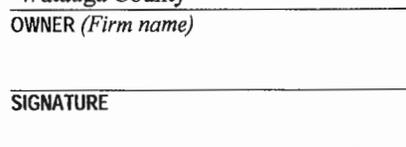
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The Contract Sum	will be decreased by this Change Order in the amount of	\$	<u>786.34</u>
The new Contract Sum	, including this Change Order, will be	\$	<u>177,163.66</u>
The Contract Time will be unchanged by	zero ( 0 ) days.		
The new date of Substantial Completion will be	January 28, 2019		

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

David R. Jones Architecture ARCHITECT <i>(Firm name)</i>	WaynCo Roofing, LLC CONTRACTOR <i>(Firm name)</i>	Watauga County OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
David R. Jones, Project Architect PRINTED NAME AND TITLE	Wayne Cooke, Owner PRINTED NAME AND TITLE	John Welch, Chairman Wat. Co. BOC PRINTED NAME AND TITLE
3.10.2019 DATE	3-14-19 DATE	 DATE

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Change order price sheet

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Boone, NC

Description:  
Repair EPDM seams that were coming loose.

Material Cost			\$	372.75		
Labor Cost			\$	700.00		
Equipment Cost			\$	-		
Subtotal			\$	1,072.75		1,072.75
Overhead		10%	\$	107.27		
Profit		10%	\$	118.00		+ 160.91
TOTAL CHANGE ORDER			\$	1,298.02		<u>1,233.66</u> <u>DRJ</u>
TOTAL CHANGE ORDER:	Add		\$	<del>1,298.00</del>		<u>1,233.66</u> <u>DRJ</u>

*Handwritten notes:*  
 - DRJ (above Material Cost)  
 - CONTRACT IS FOR A COMBINED O.C.P @ 15% (circled, next to Overhead and Profit)  
 - FOR EPDM REPAIR DRJ (below TOTAL CHANGE ORDER)

# CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

(Instructions on reverse side)

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

040219 BCC Meeting

PROJECT:

(Name and address)

WATAUGA COUNTY EAST ANNEX BLDG. - REEROOF - HDJ.  
 331 QUEEN ST.  
 BOONE, NC 28607

TO OWNER:

(Name and address)

WATAUGA COUNTY  
 814 WEST KING ST.  
 BOONE, NC 28607

PROJECT NO.: 2018-5

CONTRACT FOR: GENERAL CONSTRUCTION - REEROOF  
 CONTRACT DATE: SEPTEMBER 17, 2018

TO CONTRACTOR:

(Name and address)

WAYNCO ROOFING, LLC  
 P.O. BOX 3221  
 MATTHEWS, NC 28106 - 3221

DATE OF ISSUANCE: MARCH 1, 2019

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

ALL INSTALLED WORK, PREPINAL INSPECTION ITEMS, ANY WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS NOT COMPLETED BUT DISCOVERED DURING THE WARRANTY PERIODS.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

JANUARY 28, 2019 @ 12:30 PM

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

DAVID R. JONES ARCHITECTURE  
 ARCHITECT

BY *David R. Jones*

3-3-2019  
 DATE

The Contractor will complete or correct the Work on the list of items attached hereto within **FOURTEEN (14)** days from the above date of Substantial Completion.

WAYNCO ROOFING, LLC  
 CONTRACTOR

BY *Waynco Roofing*

3-14-19  
 DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at **12:30 PM** (time) on **JANUARY 28, 2019** (date).

WATAUGA COUNTY  
 OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



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## David R. Jones Architecture

285 Deer Crest Lane  
P.O. Box 1282  
Boone, North Carolina 28607  
828-386-4088  
jonesaia@bellsouth.net

February 3, 2019

Mr. Mike Fasching, Project Manager  
WaynCo Roofing  
P.O. Box 3221  
Matthews, NC 28106

**PROJECT:** Watauga County East Annex Reroof Project  
**PROJECT NO.:** 2018-5  
**RE:** PRE-FINAL INSPECTION

Please be advised that a Pre-final Inspection was scheduled and completed on Monday, January 28, 2019, at 12:30 pm. The following people attended the Pre-final Inspection:

Randy Jones  
Mike Fasching  
Robert Marsh

David R. Jones Architecture  
WaynCo Roofing  
Watauga County

### PRE-FINAL INSPECTION COMMENTS

#### GENERAL NOTES

1. Clean/remove any nails, trash or debris on and around the work site.
2. Clean/remove any nails, trash or debris in new gutters and downspouts.
3. Provide all Contract Close-out Documents. Follow the requirements as listed in the Specifications, Section 01700 – Execution, 3.04 Final Cleaning and 3.05 Closeout Procedures.
4. Robert Marsh Comments
  - Touch-up any scratches & provide County Maintenance with matching touch-up paint.
  - Check for loose screws, nails, etc. on the ground (landscaped areas, walkways, etc.).
5. Paint all vent through roof (VTR) pipes as per specs.

#### FLAT ROOF - EPDM

1. Valley – remove tape at north valley at old chimney location.

2. Touch-up metal roof, trim, gutters and downspouts scratches.
3. Elevator Roof – South side at snow guard, repair scratch.
4. Crimp closed end caps at metal roof panel standing seams.
5. Clean black residue from southwest metal panels.

GROUND LEVEL – SOUTHWEST

1. West Elevation, South Gable, rake trim – touch-up scratch with paint.

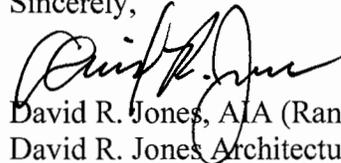
EAST ELEVATION

1. Lower entrance – extend wall flashing down over crack.
2. Short canopy – provide additional sealant at flashing to fill ¼” wide hole.
3. East side, south entrance – gutter is leaking, repair and remove white sealant.

Based upon my Pre-Final Inspection I have determined that the project is Substantially Complete on the date of this inspection, January 28, 2019. The Contract Substantial Completion date as of Change Order Number 1 is January 28, 2019. The Contractor shall proceed to complete all items on the Pre-final Inspections Comments (Punch List) as quickly as possible. Upon completion of the Punch List items, the Contractor shall then request a Final Inspection by the Architect.

If anyone has any questions regarding this inspection or comments, please feel free to call or email me.

Sincerely,



David R. Jones, AIA (Randy) Project Architect  
David R. Jones Architecture

Cc: Mr. Deron Geouque, County Manager, Robert Marsh, Maintenance Director

# CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

(Instructions on reverse side)

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

040219 BCC Meeting

PROJECT:

(Name and address)

WATAUGA COUNTY EAST ANNEX BLDG. - KESKOP HDJ.  
 331 QUEEN ST.  
 BOONE, NC 28607

PROJECT NO.: 2018-5

CONTRACT FOR: GENERAL CONSTRUCTION - KESKOP  
 CONTRACT DATE: SEPTEMBER 17, 2018

TO OWNER:

(Name and address)

WATAUGA COUNTY  
 814 WEST KING ST.  
 BOONE, NC 28607

TO CONTRACTOR:

(Name and address)

WAYNCO ROOFING, LLC  
 P.O. BOX 3221  
 MATTHEWS, NC 28106-3221

DATE OF ISSUANCE: MARCH 1, 2019

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

ALL INSTALLED WORK, PREPINAL INSPECTION ITEMS, ANY WORK SPECIFIED IN THE PLANS AND SPECIFICATIONS NOT COMPLETED BUT DISCOVERED DURING THE WARRANTY PERIODS.

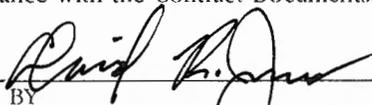
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DAVID R. JONES ARCHITECTURE  
 ARCHITECT

BY 

3-3-2019  
 DATE

The Contractor will complete or correct the Work on the list of items attached hereto within

FOURTEEN (14) days from the above date of Substantial Completion.

WAYNCO ROOFING, LLC  
 CONTRACTOR

BY 

3-14-19  
 DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:30 PM (time) on JANUARY 28, 2019 (date).

WATAUGA COUNTY  
 OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

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P.O. Box 1282  
Boone, North Carolina 28607  
828-386-4088  
jonesaia@bellsouth.net

February 3, 2019

Mr. Mike Fasching, Project Manager  
WaynCo Roofing  
P.O. Box 3221  
Matthews, NC 28106

**PROJECT:** Watauga County East Annex Reroof Project  
**PROJECT NO.:** 2018-5  
**RE:** PRE-FINAL INSPECTION

Please be advised that a Pre-final Inspection was scheduled and completed on Monday, January 28, 2019, at 12:30 pm. The following people attended the Pre-final Inspection:

Randy Jones  
Mike Fasching  
Robert Marsh

David R. Jones Architecture  
WaynCo Roofing  
Watauga County

### PRE-FINAL INSPECTION COMMENTS

#### GENERAL NOTES

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4. Robert Marsh Comments
  - Touch-up any scratches & provide County Maintenance with matching touch-up paint.
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#### FLAT ROOF - EPDM

1. Valley – remove tape at north valley at old chimney location.

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GROUND LEVEL – SOUTHWEST

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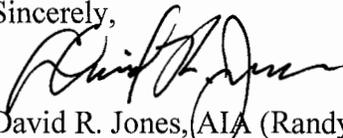
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If anyone has any questions regarding this inspection or comments, please feel free to call or email me.

Sincerely,



David R. Jones, AIA (Randy) Project Architect  
David R. Jones Architecture

Cc: Mr. Deron Geouque, County Manager, Robert Marsh, Maintenance Director

# CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

(Instructions on reverse side)

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

040219 BCC Meeting

PROJECT:

(Name and address)

WATAUGA COUNTY EAST ANNEX BLDG. - ROOF PROJ.  
 331 QUEEN ST.  
 BOONE, NC 28607

PROJECT NO.: 2018-5

CONTRACT FOR: GENERAL CONSTRUCTION - ROOF  
 CONTRACT DATE: SEPTEMBER 17, 2018

TO OWNER:

(Name and address)

WATAUGA COUNTY  
 814 WEST KING ST.  
 BOONE, NC 28607

TO CONTRACTOR:

(Name and address)

WAYNCO ROOFING, LLC  
 P.O. BOX 3221  
 MATTHEWS, NC 28106 - 3221

DATE OF ISSUANCE: MARCH 1, 2019

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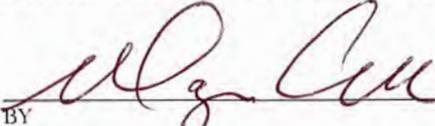
DAVID R. JONES ARCHITECTURE  
 ARCHITECT

BY 

3.3.2019  
 DATE

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WAYNCO ROOFING, LLC  
 CONTRACTOR

BY 

3-11-19  
 DATE

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WATAUGA COUNTY  
 OWNER

BY

DATE

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jonesaia@bellsouth.net

February 3, 2019

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WaynCo Roofing  
P.O. Box 3221  
Matthews, NC 28106

**PROJECT: Watauga County East Annex Reroof Project**  
**PROJECT NO.: 2018-5**  
**RE: PRE-FINAL INSPECTION**

Please be advised that a Pre-final Inspection was scheduled and completed on Monday, January 28, 2019, at 12:30 pm. The following people attended the Pre-final Inspection:

Randy Jones  
Mike Fasching  
Robert Marsh

David R. Jones Architecture  
WaynCo Roofing  
Watauga County

**PRE-FINAL INSPECTION COMMENTS**

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Sincerely,



David R. Jones, AIA (Randy) Project Architect  
David R. Jones Architecture

Cc: Mr. Deron Geouque, County Manager, Robert Marsh, Maintenance Director

## **AGENDA ITEM 8:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***A. Proposed Lease Renewal with Cove Creek Preservation and Development***

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

Mr. David Tyner, Cove Creek Preservation and Development Chairman, is requesting the Board extend the current lease. The current lease is scheduled to expire in 2022. However, due to the renovations and financial outlay of CCP&D; a request is being made to extend the lease to protect the investment being made.

Property owned by the County may be leased or rented for such terms and upon such conditions as the Board may determine, for up to ten (10) years. Property may be rented or leased only pursuant to a resolution of the Board authorizing the execution of the lease or rental agreement adopted at a regular Board meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the Board's intent to authorize the lease or rental at its next regular meeting.

#### **Resolution of Watauga County Board of County Commissioners**

Pursuant to NCGS 160A-272, notice is hereby given that at the regular Commissioner Meeting of the Watauga County Board of County Commissioners on April 2, 2019 the Watauga County Board of County Commissioners adopted a resolution which authorized Deron T. Geouque, County Manager, of Watauga County to lease to the Cove Creek Preservation and Development all of that properly known as the old Cove Creek School rock building, and Library, together with an area in front of said buildings to the paved street and together with an area in back of said buildings sufficient for maintenance purposes, and together with access to the use of the present sewer system with the understanding that Lessee shall maintain the sewer system. With the further understanding that this is a right to use said sewer system in common with both the grantor and grantee, herein, without any cost or charges to Lessor herein. Said property is further leased subject to any and all street, road right utility rights of way and easements of record. It further being understood and agreed, that if the cafeteria building should become available, the parties of the second part will give consideration to include the cafeteria building in the within lease (the "Leased Premises") located at 207 Dale Adams Rd, Sugar Grove, NC 28679 (the "Property") in Watauga County, North Carolina, and being for a term of ten (10) years. The rent to be paid by Cove Creek Preservation and Development to Watauga County during the term of the lease is One Dollar (\$1.00) per annum. The lease shall become effective ten (10) days after the publication of this notice and formal adoption of the lease by the Board of Commissioners.

CCP&D is requesting a new ten (10) year lease be authorized. Should the Board wish to grant CCP&D's request the above resolution would need to be approved and advertised for ten (10) days and then approve the lease as drafted.

Staff seeks direction from the Board.

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**AGENDA ITEM 8:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

**B. Boards and Commissions**

**MANAGER'S COMMENTS:**

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

Each Commissioner nominates a representative to the Boone Rural Fire Protection Service District Board whose terms run concurrent with the term of the appointing Commissioner. Boone Rural Fire Service District Board members must own property and reside within that Fire Service District.

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**AGENDA ITEM 8:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*C. Announcements*

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**AGENDA ITEM 9:**

**PUBLIC COMMENT**

**AGENDA ITEM 10:**

**BREAK**

**AGENDA ITEM 11:**

**CLOSED SESSION**

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