

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

**TUESDAY, MARCH 4, 2014  
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		
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	3	APPROVAL OF THE MARCH 4, 2014 AGENDA		11
8:35	4	PROPOSALS FROM DESTINATION BY DESIGN		
		A. Our Mother's Garden	MS. TERESA BUCKWALTER	13
		B. West Downtown Alive!	MR. ALEX GOTHERMAN	23
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8:45	6	INTERGOVERNMENTAL RETREAT REQUEST	MR. PHIL TREW	57
8:50	7	COOPERATIVE EXTENSION STAFFING REQUEST	MR. JIM HAMILTON	59
8:55	8	ECONOMIC DEVELOPMENT MATTERS		
		A. Proposed Appalachian Enterprise Center Lease	MR. JOE FURMAN	73
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9:00	9	TAX MATTERS	MR. LARRY WARREN	
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9:05	10	FINANCE MATTERS	MS. MARGARET PIERCE	
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9:10	11	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
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		Personnel Matters – G. S. 143-318.11(a)(6)		
10:30	15	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

February 18, 2014, Regular Meeting

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, FEBRUARY 18, 2014**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, February 18, 2014, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

**PRESENT:** Nathan Miller, Chairman  
David Blust, Vice-Chairman  
Billy Kennedy, Commissioner  
John Welch, Commissioner  
Stacey "Four" Eggers, IV, County Attorney  
Deron Geouque, County Manager  
Anita J. Fogle, Clerk to the Board

Chairman Miller called the meeting to order at 5:31 P.M.

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

**APPROVAL OF MINUTES**

Chairman Miller called for additions and/or corrections to the February 4, 2014, regular meeting minutes.

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the February 4, 2014, regular meeting minutes as presented.

VOTE: Aye-5  
Nay-0

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the February 4, 2014, closed session minutes as presented.

VOTE: Aye-5  
Nay-0

**APPROVAL OF AGENDA**

Chairman Miller called for additions and/or corrections to the February 18, 2014, agenda.

County Manager Geouque requested consideration of a subordination agreement with the Watauga County Humane Society be added to the agenda.

Commissioner Kennedy requested to give an update on Federal Poverty Levels.

County Attorney Eggers stated that he did not have Attorney/Client information to review and requested Closed Session be removed from the agenda.

Vice-Chairman Blust, seconded by Commissioner Welch, moved to approve the February 18, 2014, agenda as amended.

VOTE: Aye-5  
Nay-0

### **SOUTHERN APPALACHIAN HISTORICAL ASSOCIATION (SAHA) FUNDING REQUEST**

Mr. Clyde Burleson, Board member of the Southern Appalachian Historical Association (SAHA), introduced Mr. Greg Williams, SAHA Vice-Chairman, along with Board members Michelle Ligon and Katie Cook.

Mr. Williams stated that the SAHA Board Chairman was in China and unable to attend. Mr. Williams gave a report on SAHA and the tourism revenue generated within the County. Mr. Burleson requested continued financial support through the budget process and stated that the SAHA Board requested \$25,500 in financial support for FY 2015.

In addition to the monetary request, SAHA also requested assistance in the demolition of a building on their site and the waiving of landfill tipping fees.

The County Manager shared that the Board provided \$8,400 in emergency funding to SAHA in May of 2013 and \$12,000 was budgeted for the current Fiscal Year.

Consideration of the funding was tabled and instruction was given to present that request through the customary budget process.

Commissioner Yates, seconded by Vice-Chairman Blust, moved to authorize the Maintenance Director to review the building to be demolished for asbestos and, contingent upon no asbestos being present, authorized the use of County staff and equipment to demo the building and authorized the waiving of landfill fees for demolition debris.

VOTE: Aye-5  
Nay-0

### **WATAUGA LIBRARY ANNUAL REPORT**

Ms. Monica Caruso, County Librarian, presented the Watauga County Public Library Annual Report.

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

### **SUBORDINATION AGREEMENT REQUEST FROM WATAUGA HUMANE SOCIETY**

Ms. Laurie Vierheller, Watauga Humane Society Executive Director, stated that the Watauga Humane Society was in the process of refinancing the existing debt on the shelter. Since Watauga County presently holds a second mortgage on the shelter and property securing the original principal amount of Four Hundred Thousand Dollars (\$400,000.00). Ms. Vierheller stated that the Humane Society has paid debt down and now wanted to refinance the remaining balance to obtain more favorable terms and cost savings. Ms. Vierheller stated that this was a refinance only and no extension was requested.

County Attorney Eggers stated that he had reviewed the subordination agreement and it was legally appropriate to accomplish the goal.

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the subordination agreement as presented.

VOTE: Aye-5  
Nay-0

### **RECYCLING GRANT APPLICATION REQUEST**

Ms. Lisa Doty, Recycling Coordinator, requested authorization to apply for a 2014 Community Waste Reduction and Recycling Grant from the North Carolina Department of Environment and Natural Resources. The grant would provide recycling containers for County offices and schools. The new containers would help increase the opportunity to recycle and potentially reduce waste sent to the transfer station. The grant would be in the amount of \$15,110 with a twenty-percent local match which would be budgeted for Fiscal Year 2015.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to authorize the submission of the grant application in the amount of \$15,110 and to approve the twenty-percent (20%) County match, in the amount of \$3,022, to be included in the Fiscal Year 2015 budget.

VOTE: Aye-5  
Nay-0

### **PROPOSED ALLOCATION OF HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS FOR FY 2014**

Ms. Angie Boitnotte presented the final Home and Community Care Block Grant (H&CCBG) funds allocation for Fiscal Year 2014 in the amount of \$248,852 and reviewed the distribution of the funds. A required local match of \$27,650 was present in the Project on Aging's current budget.

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the Home & Community Care Block Grant allocation to the Project on Aging for Fiscal Year 2014 in the amount of \$248,852.

VOTE: Aye-5  
Nay-0

## **MAINTENANCE MATTERS**

### ***A. Request to Renew Mowing Contract***

Mr. Robert Marsh, Maintenance Director, presented a proposal to renew the contract with Estate Maintenance for the County's mowing service which would expire soon. The original contract was for three (3) years with a two (2) year extension which was exercised (due to the excellent service rendered and no increase in the base rate). In the proposed contract, Estate Maintenance has requested a five percent (5%) increase in the base rate which would be locked in for a five (5) year period. Therefore, the base rate would increase from \$77,000 to \$80,850 for that five (5) year period. As a point of reference, the new base rate of \$80,850 was less than the next lowest bidder from the initial 2009 bid.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to approve the contract renewal with Estate Maintenance in the amount of \$80,850 effective July 1, 2014, through June 30, 2019.

VOTE: Aye-5  
Nay-0

### ***B. Hwy 321 Site Evaluation***

Mr. Marsh requested to hire Valor Engineering to provide services to the County during the due diligence period of the potential property acquisition for the new ambulance station. The staff recommendation was based on the firm's understanding of the project scope, concept, and the time constraints as imposed by the due diligence period. In order to expedite the process, a negotiated contract was also presented.

County Attorney Eggers stated that he had reviewed the negotiated contract and had changes to recommend. The County Attorney also stated that to hire Valor Engineering, the Board would be required to exempt the project from the Qualifications-Based Selection (QBS) process.

Chairman Miller presented a proposal that had also been received from Blue Ridge Environmental Consultants, PA., which included a fee schedule.

County Manager Geouque, along with County Attorney Eggers, both stated that the selection had to be solely based on the qualifications of the firms not the costs of the services.

Vice-Chairman Blust, seconded by Commissioner Welch, moved to exempt the project from the Qualifications-Based Selection (QBS) process and to approve the contract with Valor Engineering, contingent upon County Attorney review, for included services to determine the suitability of the proposed property for the new ambulance station not to exceed \$20,510.

VOTE: Aye-4(Blust, Kennedy, Welch, Yates)  
Nay-1(Miller)

***C. Bid Award Request for Construction of Restrooms at Rocky Knob Park***

Mr. Marsh stated that the following bids were received for the construction of restrooms at Rocky Knob Park:

<b>Bidder</b>	<b>Certified Check or Bid Bond</b>	<b>Base Bid</b>	<b>Alternate 1 Deduct</b>
Houck Contracting Hickory, NC	Bid Bond	\$136,275	\$3,200
MBI Builders North Wilkesboro, NC	Bid Bond	\$155,000	\$5,000
Wishon & Carter Builders Yadkinville, NC	Bid Bond	\$159,057	\$8,459
Greene Construction, Inc. Boone, NC	No Bid Bond No Check		
Brushy Mountain Builders, Inc. Lenoir, NC	Bid Bond	\$126,806	\$5,000
Douglas L. McGuire Construction Co., Inc. Boone, NC	Bid Bond	\$163,476	\$3,400
Kanipe Construction Vilas, NC	Bid Bond	\$107,173	\$7,576.80

Kanipe Construction of Vilas was the lowest responsive bidder in the amount of \$107,173. Mr. Marsh recommended the Kanipe Construction bid including the Alternate 1 Deduct. The Alternate 1 Deduct utilized concrete in place of flagstone for the walkway. The total bid exercising the alternate deduct was \$99,596.20.

Vice-Chairman Blust, seconded by Commissioner Welch, moved to approve the lowest responsive bid as received by Kanipe Construction in the amount \$99,596.20 which included the Alternate 1 Deduct in the amount of \$7,576.80 contingent upon County Attorney review and contingent upon the Tourism Development Authority's (TDA) approval including that the TDA fully-fund the project.

VOTE: Aye-5  
Nay-0

**PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE FOLLOWING ORDINANCES AS RECOMMENDED BY THE WATAUGA COUNTY PLANNING BOARD:**

- A. Ordinance to Regulate High Impact Land Uses***
- B. Flood Damage Prevention Ordinance***
- C. Ordinance to Regulate Junkyards and Automotive Graveyards***
- D. Ordinance to Regulate Wind Energy Systems***
- E. Ordinance to Govern Structures on Land Adjacent to National Park Service Land***
- F. Ordinance to Govern Subdivisions & Multi-Unit Structures***
- G. Ordinance to Regulate Signs***
- H. Height of Structures Ordinance***
- I. Manufactured Home Parks Ordinance***

Mr. Joe Furman, Planning and Inspections Director, stated that the amendments to the various ordinances were mandated due to the changes in the North Carolina General Statutes and also included grammatical corrections.

Based on the recommendation of staff and the County Attorney the proposed amendments also designate the Board of Adjustments to act as the variance granting Board. Lengthy discussion was held.

Commissioner Kennedy, seconded by Commissioner Welch, moved to declare the public hearing open at 6:46 P.M. to allow citizen comment on proposed amendments to the following: Ordinance to Regulate High Impact Land Uses; Flood Damage Prevention Ordinance; Ordinance to Regulate Junkyards and Automotive Graveyards; Ordinance to Regulate Wind Energy Systems; Ordinance to Govern Structures on Land Adjacent to National Park Service Land; Ordinance to Govern Subdivisions & Multi-Unit Structures; Ordinance to Regulate Signs; Height of Structures Ordinance; and Manufactured Home Parks Ordinance.

VOTE: Aye-5  
Nay-0

There being no public comment, Chairman Miller declared the public hearing closed at 6:46 P.M.

Commissioner Yates, seconded by Commissioner Welch, moved to adopt the proposed amendments to the following as presented: Ordinance to Regulate High Impact Land Uses; Flood Damage Prevention Ordinance; Ordinance to Regulate Junkyards and Automotive Graveyards; Ordinance to Regulate Wind Energy Systems; Ordinance to Govern Structures on Land Adjacent to National Park Service Land; Ordinance to Govern Subdivisions & Multi-Unit Structures; Ordinance to Regulate Signs; Height of Structures Ordinance; and Manufactured Home Parks Ordinance.

VOTE: Aye-3(Miller, Kennedy, Welch)  
Nay-2(Blust, Yates)

**BUDGET AMENDMENTS**

Ms. Margaret Pierce, Finance Director, reviewed the following budget amendments:

Account #	Description	Debit	Credit
103991-399100	Fund Balance Appropriation		\$150,000
104199-457000	Capital Outlay-Land Purchase	\$150,000	

The amendment allocated funds for the potential property purchase and due diligence services for the new ambulance site in the western part of the County.

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the budget amendments as presented by Ms. Pierce.

VOTE: Aye-5  
Nay-0

## **UPDATE ON FEDERAL POVERTY LEVELS**

Commissioner Kennedy shared the following Federal Poverty Levels and stated that support should be given to programs working to alleviate poverty:

<b>Persons in Family/Household</b>	<b>Poverty Guideline</b>
1	\$11,670
2	\$15,730
3	\$19,790
4	\$23,850

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Boards & Commissions***

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

County Manager Geouque presented a second reading on a request from Ms. Julie Wiggins, Regional Ombudsman with High Country Council of Governments' Area Agency on Aging, to reappoint both Ms. Karen Robertson and Dr. Larry Keeter to the Watauga County Nursing Home Community Advisory Committee to fill vacancies that will exist as of March 1.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to reappoint Ms. Karen Robertson and Dr. Larry Keeter to the Watauga County Nursing Home Community Advisory Committee.

VOTE: Aye-5  
Nay-0

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

County Manager Geouque presented a second reading on a recommendation from Ms. Wiggins that Mr. Harold Eller be reappointed to the Watauga County Adult Care Home Community Advisory Committee for a one-year term and a first reading for Ms. Pat Taylor and Ms. Angelina Greene to both be reappointed, each for three-year terms.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to reappoint Mr. Harold Eller to the Watauga County Adult Care Home Community Advisory Committee for a one-year term.

VOTE: Aye-5  
Nay-0

Consideration of Ms. Taylor and Ms. Greene's appointments were tabled to allow for second readings.

**AppalCART**

County Manager Geouque presented a second reading of AppalCART's recommendation for the appointment of Mr. Quint David as the Boone Town Council representative to the AppalCART Board. Mr. David's appointment would coincide with his term as a Boone Council Member.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to appoint Mr. Quint David as the Boone Town Council representative to the AppalCART Board with his term to coincide with his term as a Boone Council Member.

VOTE: Aye-5  
Nay-0

**Watauga County Planning Board**

County Manager Geouque presented a second reading of a request by Mr. Joe Furman, Planning and Inspections Director, to reappoint Mr. Ric Mattar to the Watauga County Planning Board.

Commissioner Yates, seconded by Commissioner Welch, moved to reappoint Mr. Ric Mattar to the Watauga County Planning Board.

VOTE: Aye-5  
Nay-0

**Watauga County Tourism Development Authority**

County Manager Geouque presented a first reading of the terms of Mr. Matthew Vincent and Ms. Connie Baird which were to expire in February 2014 on the Watauga County Tourism Development Authority. Both have submitted volunteer applications and are willing to continue to serve if so appointed. Volunteer applications were also received from Mr. Greg Tarbutton and Mr. William Leonard each of whom also expressed interest in serving. The County Manager stated that Ms. Sonya Garland had resigned and therefore, there was a vacancy for an unexpired term as well.

Consideration of these appointments was tabled to allow for second readings.

***B. Announcements***

County Manager Geouque announced that:

- The Annual Pre-Budget Retreat will be held on Friday, February 21 (12:00 – 6:00 P.M.), and Saturday, February 22 (9:00 A.M. – 12:00 P.M.), 2014, in the Commissioners' Board Room.
- The North Carolina Association of County Commissioners will be holding district meetings across the State in March and April with the meeting for our district being on April 3, 2014 in Catawba County. If you wish to attend, please see Anita who will be happy to RSVP for you.

**PUBLIC COMMENT**

There was no public comment; however, the following Commissioner comments were made:

Commissioner Kennedy asked the County Attorney if anything was going on at the State level to override the County's vote against the Beech Mountain water intake request.

County Attorney Eggers stated that he had not been involved in any such procedures and advised him to contact the Beech Mountain Town Manager for more information.

Vice-Chairman Blust shared concerns about pedestrian traffic on Bamboo Road from the Bradford Park area to the convenience store at the corner of Bamboo Road and Hwy 421.

**ADJOURN**

Commissioner Yates, seconded by Commissioner Welch, moved to adjourn the meeting at 7:12 P.M.

VOTE: Aye-5  
Nay-0

\_\_\_\_\_  
Nathan A. Miller, Chairman

ATTEST:

\_\_\_\_\_  
Anita J. Fogle, Clerk to the Board

**AGENDA ITEM 3:**

**APPROVAL OF THE MARCH 4, 2014, AGENDA**

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**AGENDA ITEM 4:****PROPOSALS FROM DESTINATION BY DESIGN*****A. Our Mother's Garden*****MANAGER'S COMMENTS:**

Ms. Buckwalter, representing Our Mother's Garden, will present a plan to construct a garden/park to be located between the Health Department and Human Services building. The plan is very ambitious and provides many amenities for the public. However, staff has concerns regarding the removal of such a nice facility to make way for the construction of a new building when the time comes.

Staff would recommended the park be relocated to the front of the property (a map has been included marking the location with red x's). Staff believes this location has the best opportunity for the sustainability of the park. The proposed location is not able to be built on and would potentially serve as parking once a new building is constructed at the site. The Town may not require the additional parking to be built which in turn would allow the park to remain. The only option for the park is relocation if the site between the Health Department and Human Services building is selected.

The relocation of the park to the front of the property would also coincide with Agenda Item 4. B. presentation of potential improvements to the western downtown area and enhance the current structures already there.

Staff seeks direction from the Board.

**02.25.2014****Memo**

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**To**  
Anita Fogle**From**  
Teresa Buckwalter**CC**  
Deron Geouque**Re**  
March 5<sup>th</sup> Commission  
Meeting

At the request of Mr. Geouque, Destination by Design has submitted two projects for review by the Commissioners at their next meeting. Our local planning and design firm has been hired to prepare the conceptual plans for both projects.

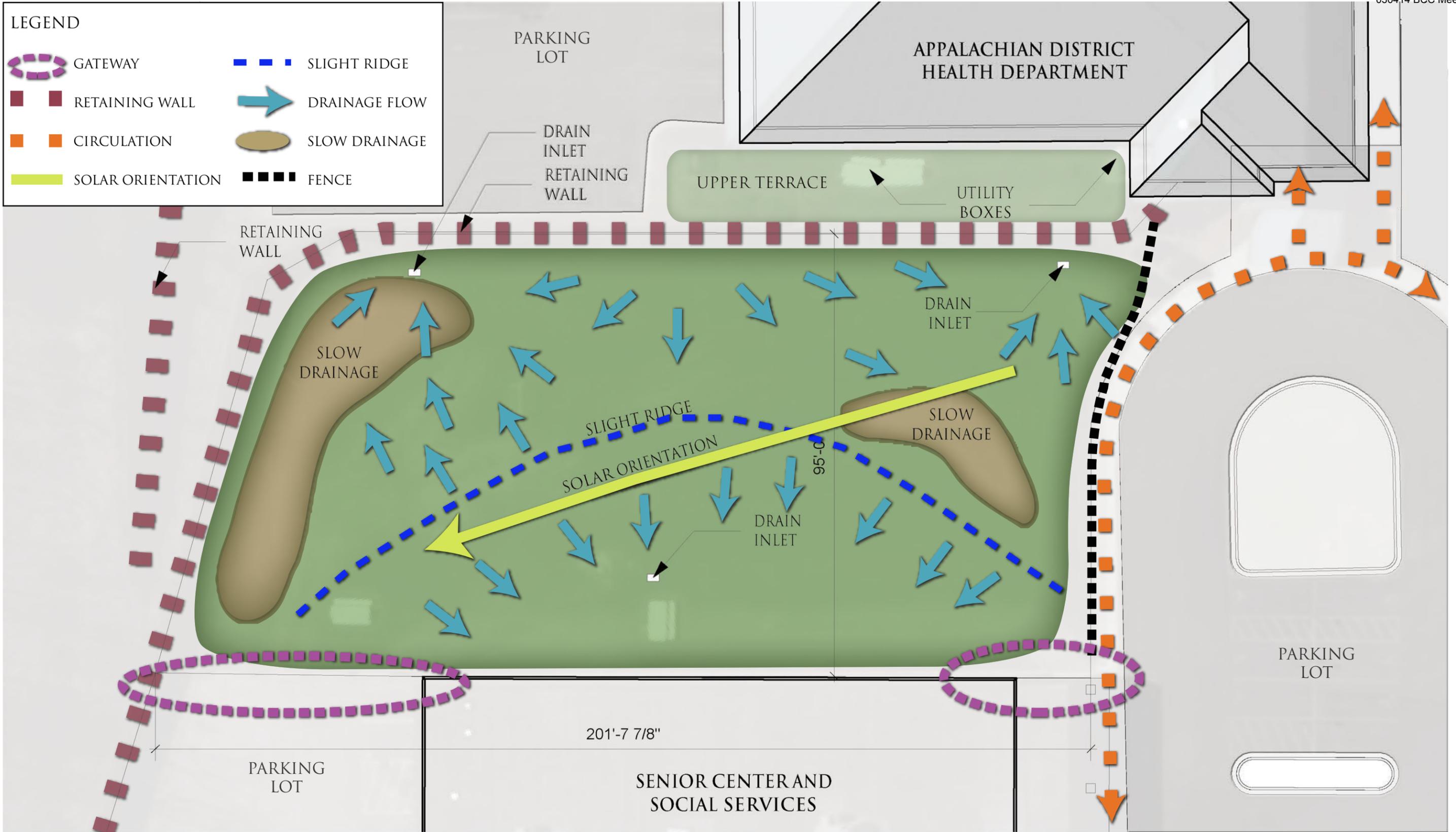
1. **West Downtown Alive!** This conceptual plan presents a vision for improvements to the western section of Downtown Boone from Water Street to the County Health Complex. The project is a collaboration between Appalachian District Health Department, High Country Pathways and Watauga County.
2. **Our Mother's Garden.** Proposed by a group of Appalachian State University faculty and students and led by Carol Cook, the "Mother's Garden" plan proposes improvements for green space at the County Health Complex which would provide seniors a walking trail and raised gardens as well as improved picnic space.

---

**Destination by Design**

828.386.1866

815 West King Street  
Boone, NC 28607[www.dbdplanning.com](http://www.dbdplanning.com)  
[Teresa@dbdplanning.com](mailto:Teresa@dbdplanning.com)



# SITE ANALYSIS

MOTHER'S GARDEN



SCALE: 0 10 20 30 FT

ISSUED: 01.15.14

## MOTHER'S GARDEN

	STANDARD DIMENSIONS	WHIMSICAL CONCEPT	ACTIVE CONCEPT
<b>OUTDOOR PROGRAM ELEMENTS:</b>			
Walking Perimeter Trail	1/10 mile (533 Ft.)	411 LF	458 LF
Total Pathways		1064 LF	829 LF
Storage Shed	~ 100 SF	225 SF	160 SF
Additional Covered Use Space		794 SF	574 SF
Playground	~ 1200 SF	2600 SF	912 SF
Bocce Ball Court	(8x62) Ft.		x
Bag Toss	33Ft. Apart (2 2x4Ft. Boxes)	x	x
Horse Shoe Pit	(12x52) Ft.		x
Outdoor Classroom / Workshop Area	~ 1200 SF	x	x
Open Turf	_____ SF	2303 SF	2228 SF
Raised Beds	_____ SF		

## OTHER OUTDOOR PROGRAM ELEMENTS:

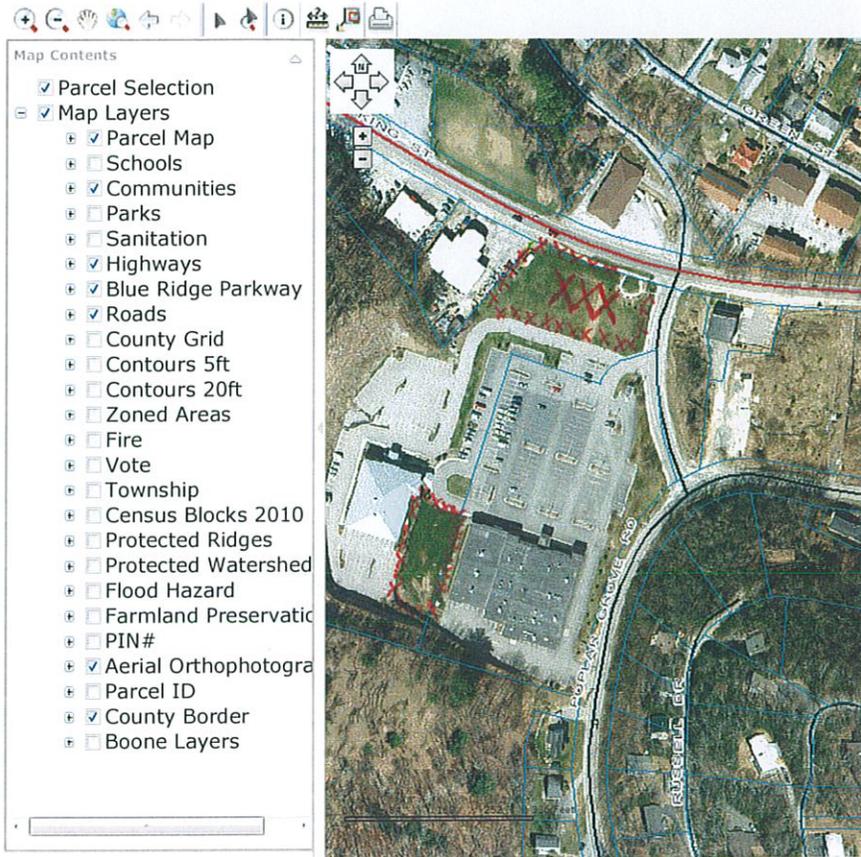
Lunch Area  
 Covered Smoking Area  
 Fencing  
 Lighting  
 Fundraising Plaque/ Opportunities  
 Seating  
 Composting Area

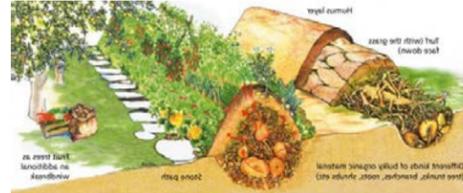


## PROGRAM ELEMENTS

MOTHER'S GARDEN

ISSUED: 01.15.14





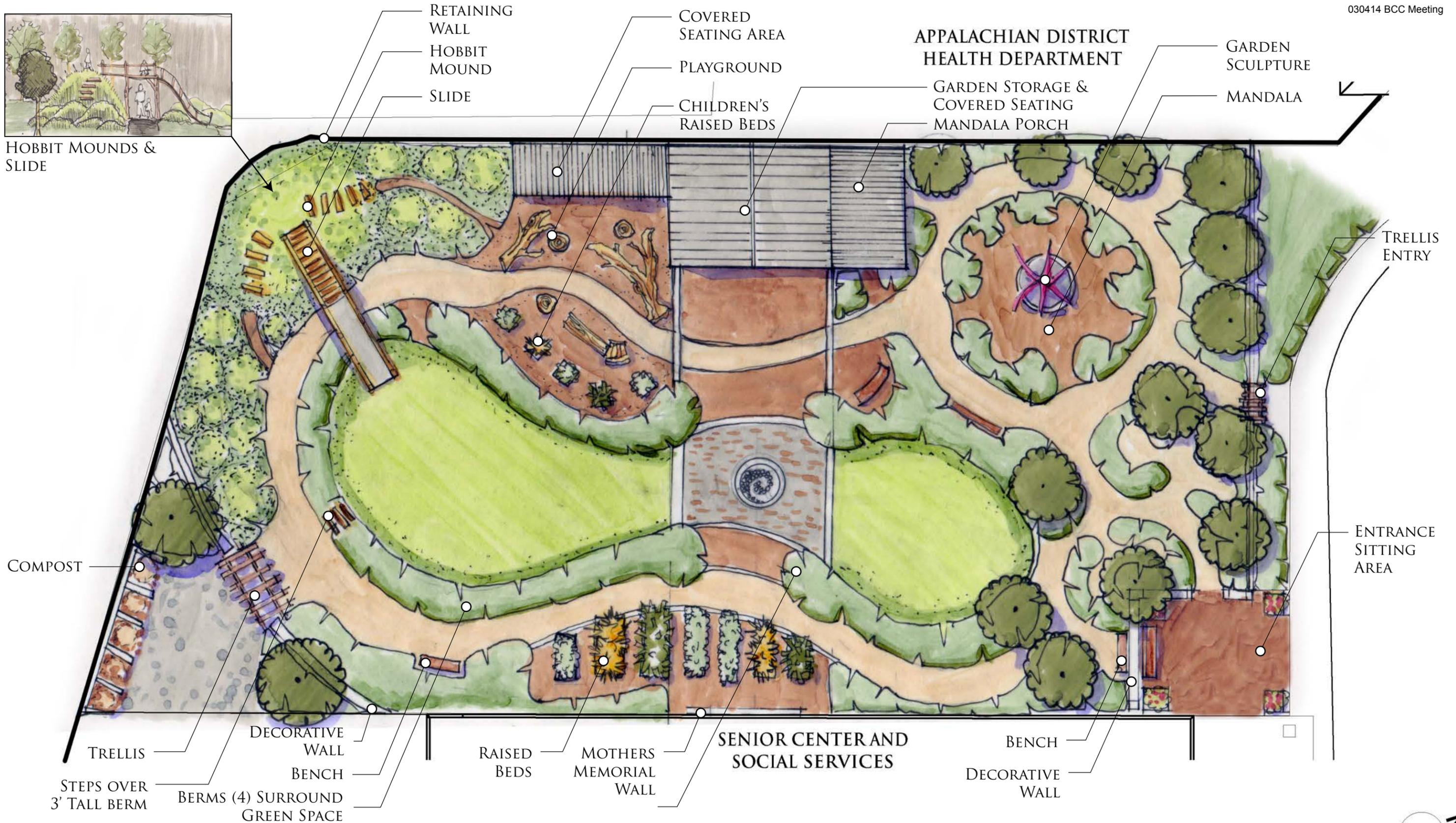
# IMAGE FAVORABILITY STUDY

MOTHER'S GARDEN

ISSUED: 01.15.14



HOBBIT MOUNDS & SLIDE



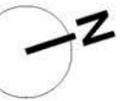
# WHIMSICAL SCHEME CONCEPT PLAN

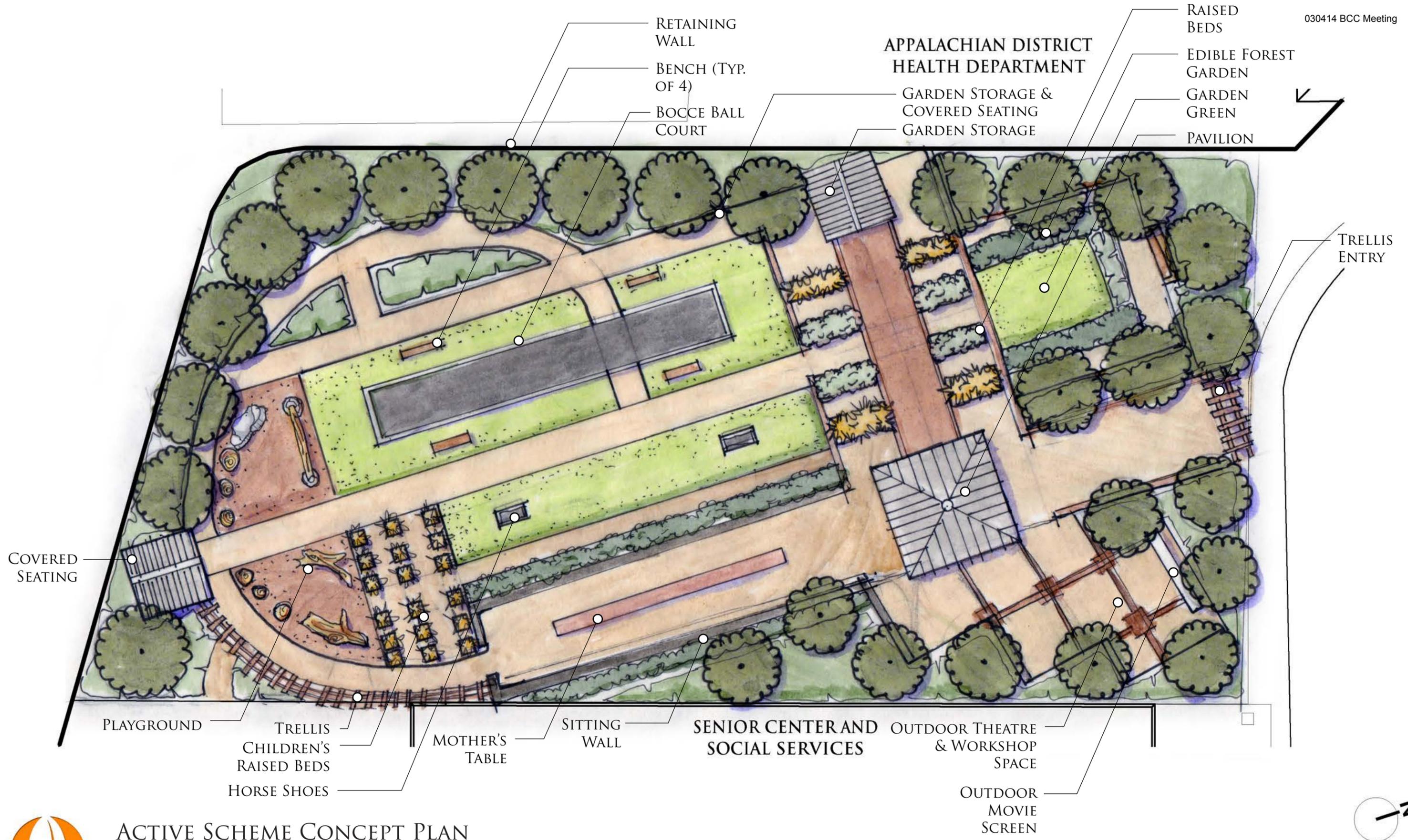
MOTHER'S GARDEN



SCALE: 0 10 20 30 FT

ISSUED: 01.15.14



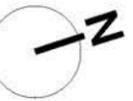


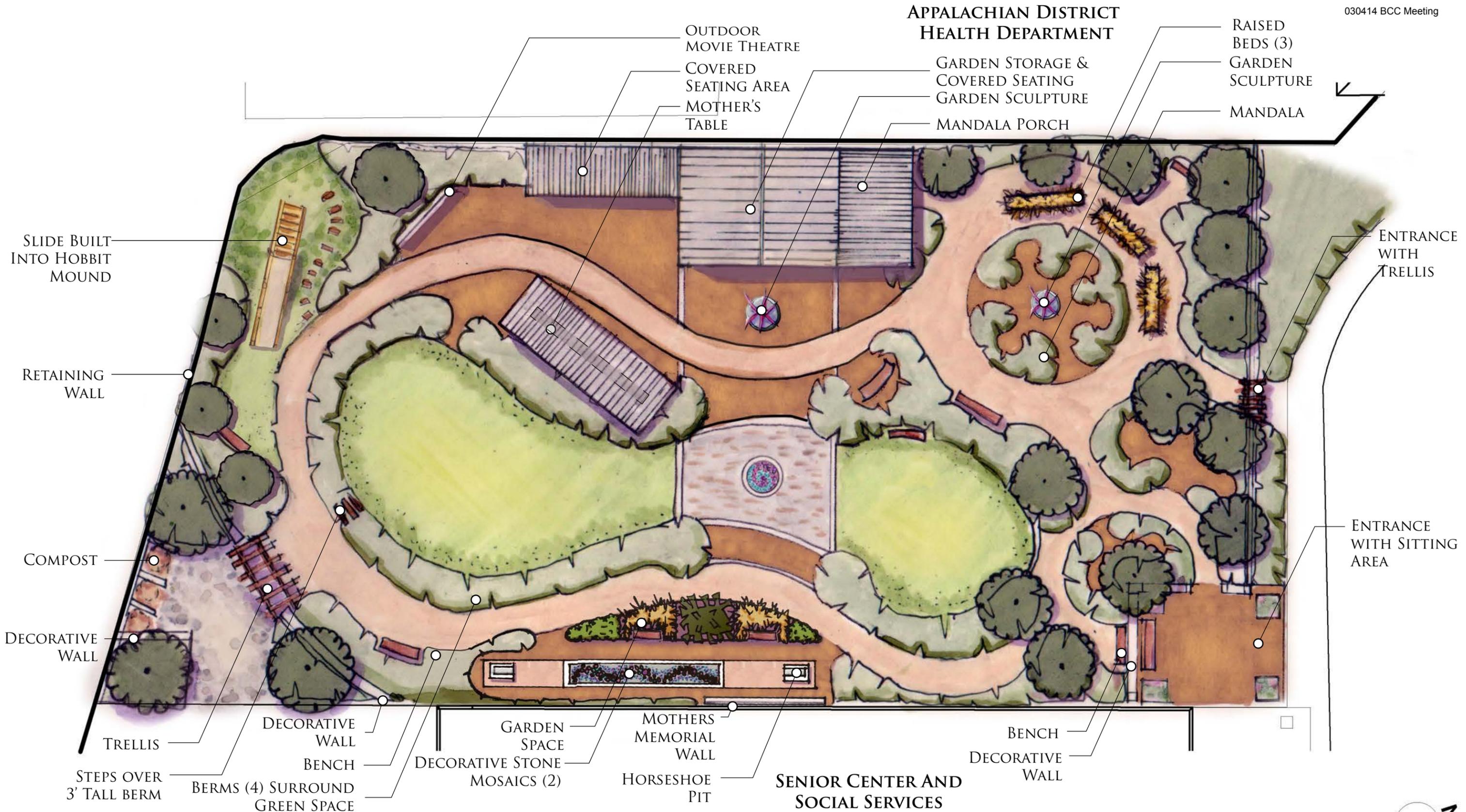
ACTIVE SCHEME CONCEPT PLAN

MOTHER'S GARDEN

SCALE: 0 10 20 30 FT

ISSUED: 01.15.14





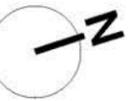
# FINAL CONCEPT PLAN

## MOTHER'S GARDEN



SCALE: 0 10 20 30 FT

ISSUED: 01.21.14



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**AGENDA ITEM 4:**

**PROPOSALS FROM DESTINATION BY DESIGN**

*B. West Downtown Alive!*

**MANAGER'S COMMENTS:**

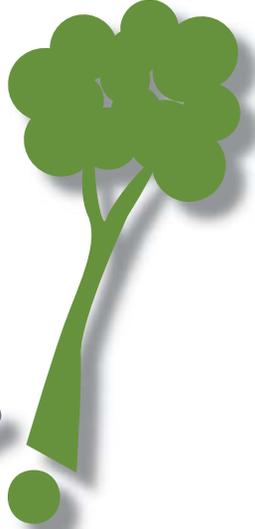
Mr. Alex Gotherman will present a conceptual plan for the improvements to the western area of Downtown Boone from the Human Services Complex to Water Street. Please note that a future request for assistance regarding enhancements on County property may be forthcoming based on the current plan. The purpose of the presentation is to provide information to the Board on the potential enhancements.

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

# West Downtown

# *Alive!*

Boone, NC



Presentation of Draft Plan: 2.28.14



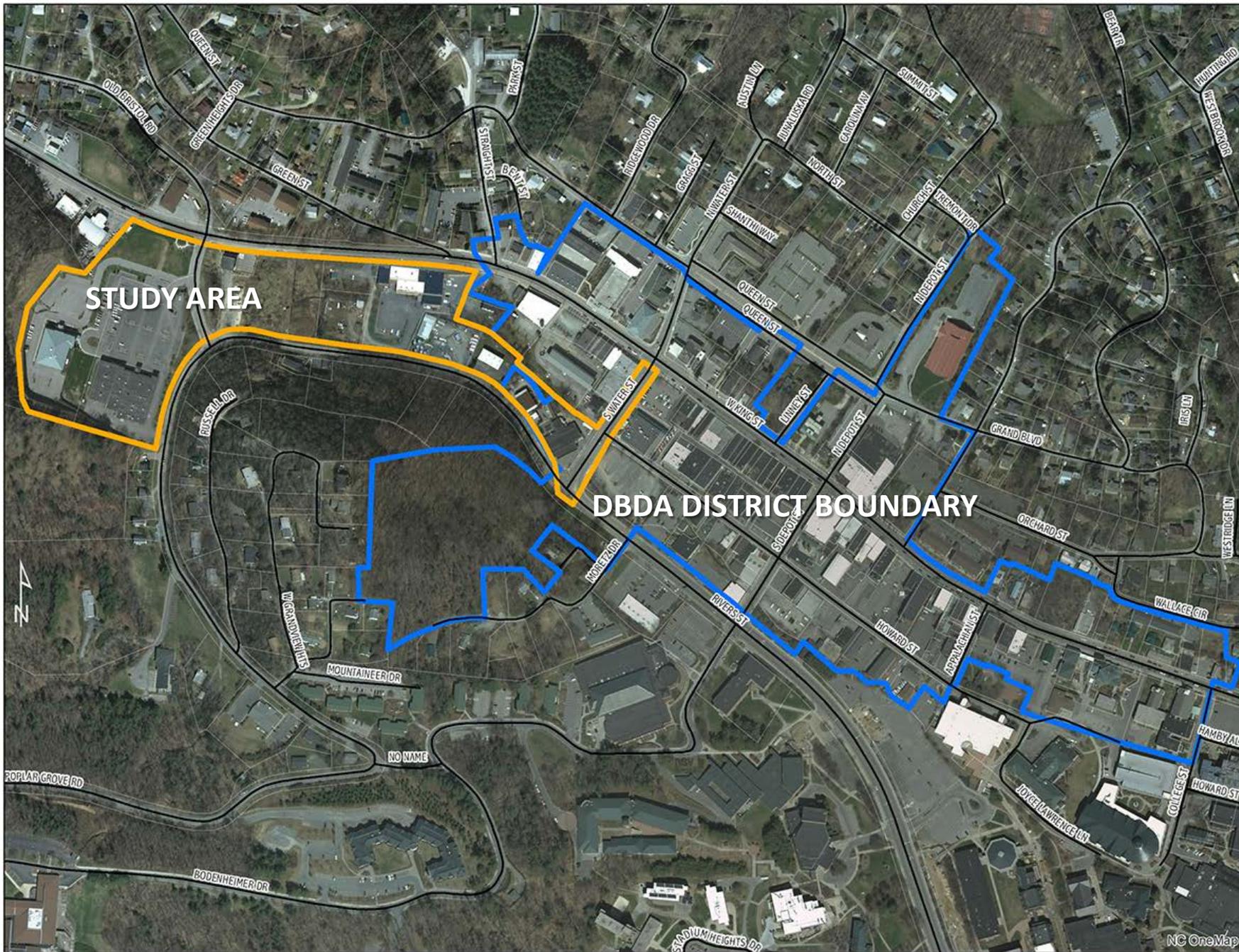
**DESTINATION** by **DESIGN**  
planning + promoting quality of life

# Background

- Health Grant
- Potential for Additional Grant Funding
- County Interest

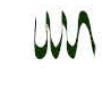
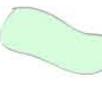


# Planning Study Area



# Framework Plan



-  Redevelopment Opportunity
-  Study Area Active Land Use
-  Destination
-  Steep Slopes
-  Community Parking
-  Bus Stop
-  Pedestrian/Vehicle Conflict Area
-  Visual Buffer Needed
-  Public space opportunity
-  Existing Sidewalks
-  Boone "Kraut" Creek

# Framework Plan

# Planning Themes

- Public Understanding
- Grant Positioning



**Environment.**



**Health.**



**Economy.**



**History.**





# Environment.

- **Stream Enhancement**
- **Stormwater**
- **Education**
- **Daylighting ~160 LF**



0414 BCC Meeting





030414 BCC Meeting





**History.**





# Economy.

- King Street Gateway
- Water Street
- Attracting Pedestrians and Patrons
- Public Sector Investment?



**Temple of  
The High Country**



**Galileos**



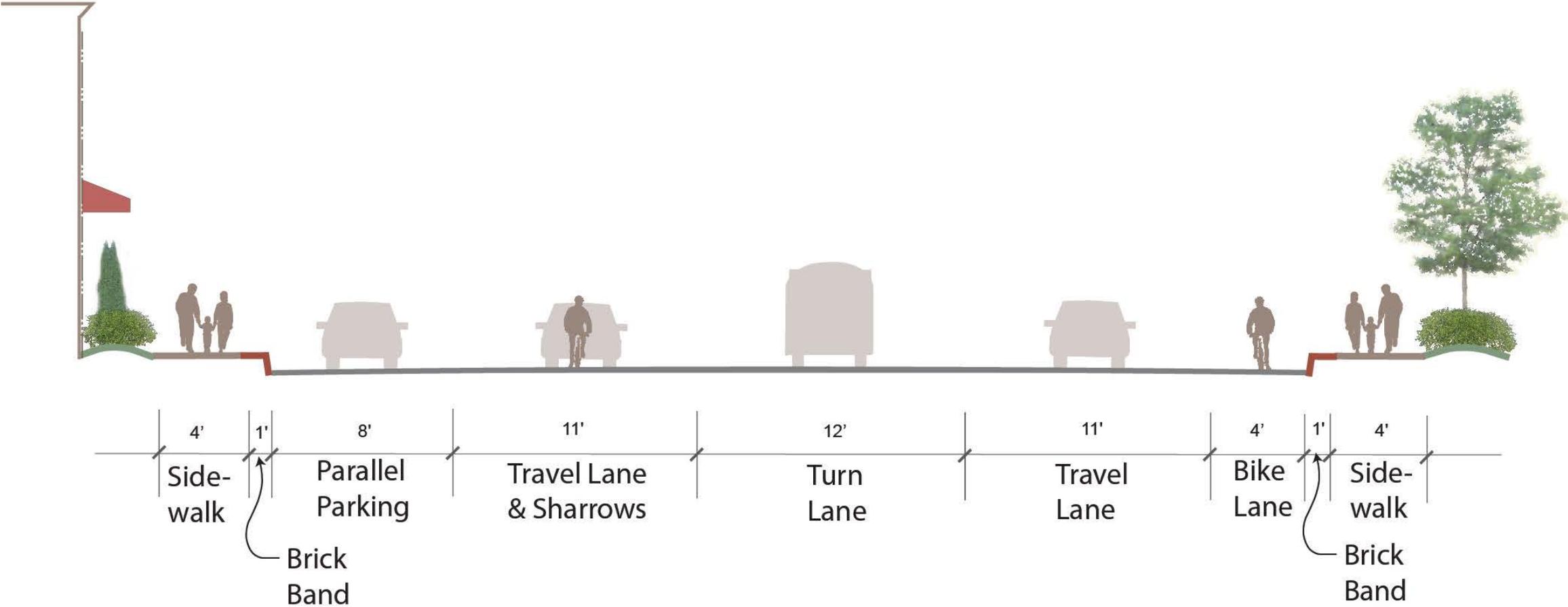
**Mellow Mushroom**



**Casey and Casey**



# Water Street Section











Proposed New Mixed-Use

Greenway along Boone Creek

Daylighted Stream

Parallel Parking

Veteran's Memorial Plaza & Walk

Mid-block Crossing with Refuge Island



Proposed New Mixed-Use

Greenway along Boone Creek

Round-a-bout at Water & River Street

Daylighted Stream

Parallel Parking

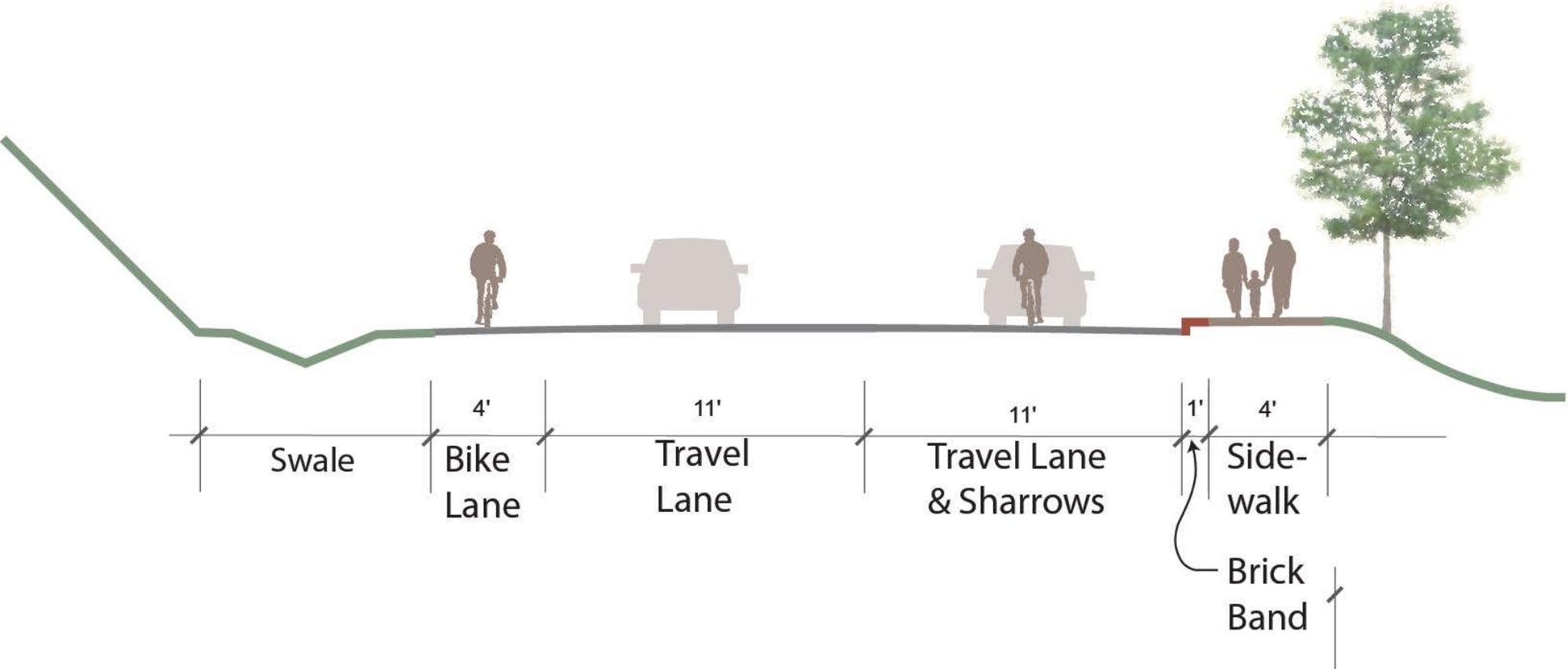
Veteran's Memorial Plaza & Walk

Mid-block Crossing with Refuge Island





# West King Street

























APPALACHIAN DISTRICT  
HEALTH DEPARTMENT

- RAISED BEDS (3) 030414 BCC Meeting
- GARDEN SCULPTURE
- MANDALA

- OUTDOOR MOVIE THEATRE
- COVERED SEATING AREA
- MOTHER'S TABLE

- GARDEN STORAGE & COVERED SEATING
- GARDEN SCULPTURE
- MANDALA PORCH

SLIDE BUILT INTO HOBBIT MOUND

RETAINING WALL

COMPOST

DECORATIVE WALL

TRELLIS

STEPS OVER 3' TALL BERM

BERMS (4) SURROUND GREEN SPACE

DECORATIVE WALL

BENCH

DECORATIVE STONE MOSAICS (2)

GARDEN SPACE

MOTHERS MEMORIAL WALL

HORSESHOE PIT

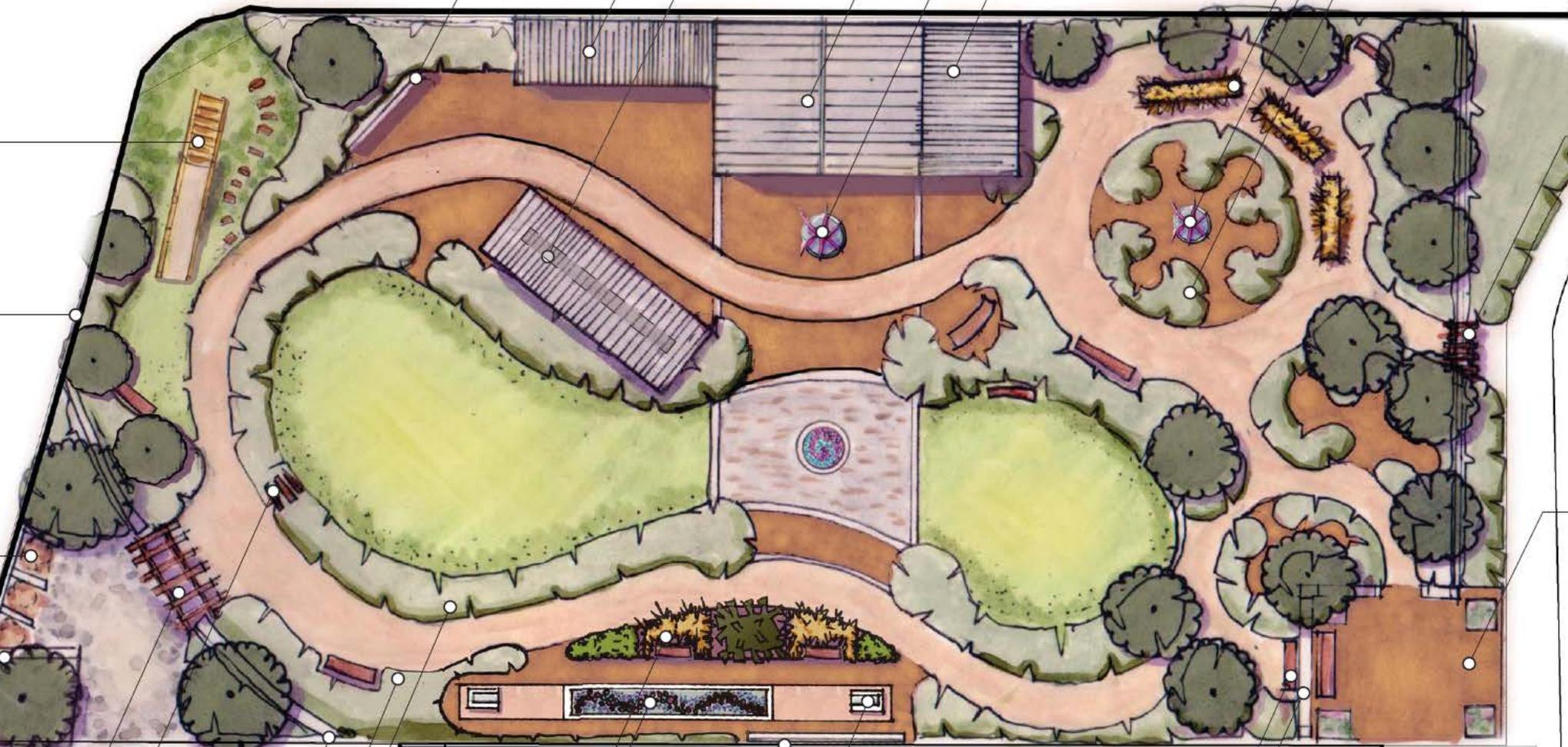
SENIOR CENTER AND SOCIAL SERVICES

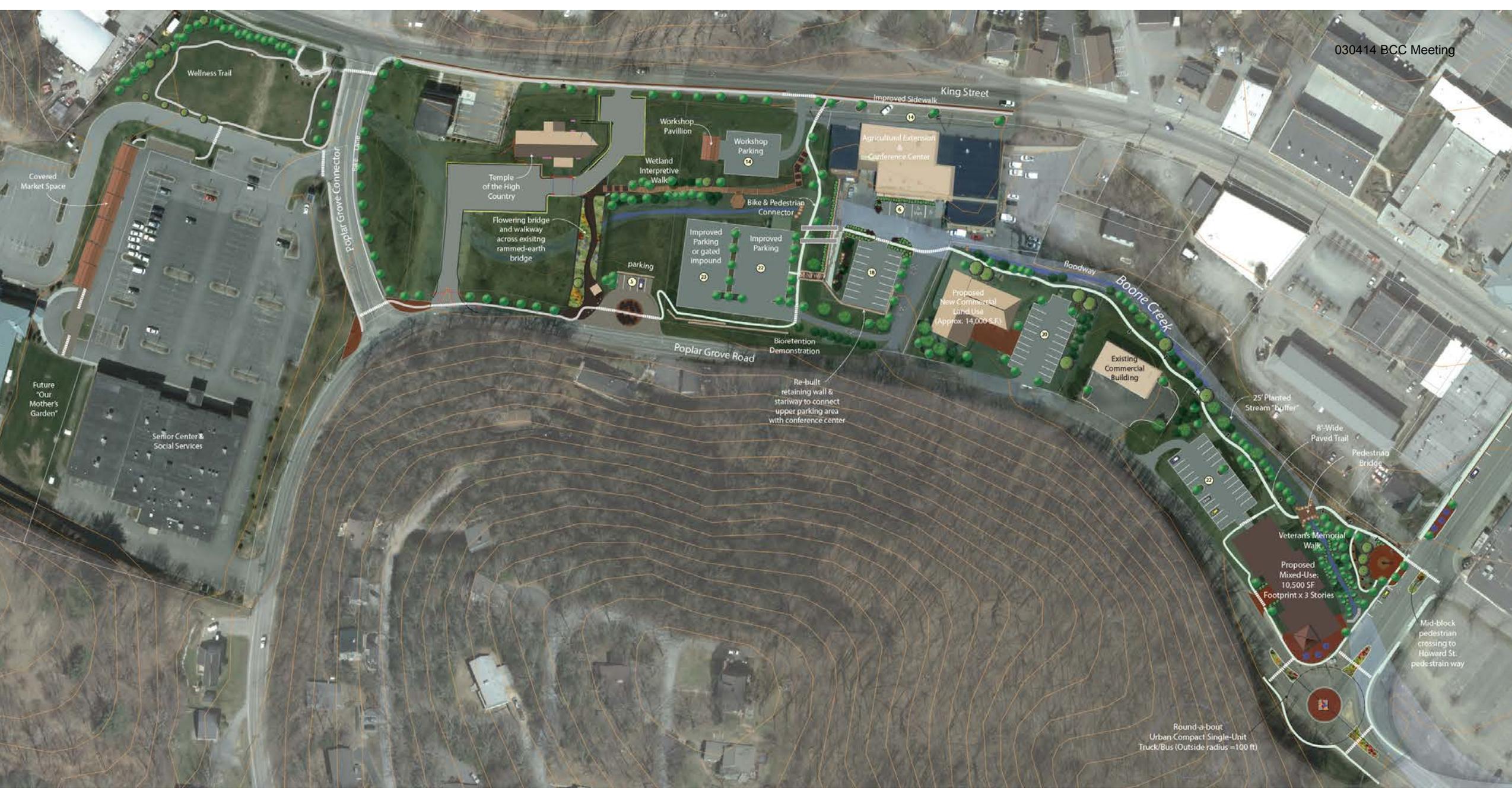
BENCH

DECORATIVE WALL

ENTRANCE WITH TRELLIS

ENTRANCE WITH SITTING AREA





1. Plan Adoption?
2. Project Development and Grant Writing
3. Easement Procurement
  - Boone Creek Trail
  - Veterans Memorial
  - Rivers Park
  - Howard Street
4. Engineering, Design, Permitting, Etc
5. Phase Development
  - Greenway Development
  - Watauga County Site Improvement
  - Leveraging Funds
6. NCDOT Approval

## Next Steps



**AGENDA ITEM 5:**

**COMMUNITY CARE CLINIC, INC., ANNUAL REPORT**

**MANAGER'S COMMENTS:**

Ms. Melissa Selby, Community Care Clinic Director, will update the Board on the financial condition of the clinic.

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



## COMMUNITY CARE CLINIC – Key Points

Community Care Clinic is the only clinic in Watauga County that provides free primary care and specialty care for low-income uninsured persons. We also offer integrated primary and behavioral health care and have been operating since 2006.

Over 30 medical providers volunteer their time at the clinic, including primary and specialty care.

Community Care Clinic pays a monthly fee of \$1,037 to Hunger and Health Coalition to cover costs for our portion of electricity, water, insurance, waste removal, grounds maintenance, and building repairs and maintenance. This averages \$5.00 per square foot for 2,489 square feet.

Economic Impact – Community Care Clinic brought \$300,000 in grant funding to Watauga County last year from sources outside of the county. Funds were used primarily for salary costs, which are then spent by employees at many local businesses in Watauga County.

Watauga County has a poverty rate of 28.8% in 2013 according to [quickfacts.census.gov](http://quickfacts.census.gov). The majority of our patients have household incomes that are below poverty level. For a family of four this is \$1,963 gross income per month.

Donations are requested after the patient visit, but not required for care.

90% + of our patients live in Watauga County

Community Care Clinic increased the individual number of patients served by 25% in 2013.

980 individual patients received 5,313 patient visits during 2013. Most patients have chronic illnesses that require multiple visits to monitor.

Community Care Clinic's health care for the uninsured helps to lower the number of non-emergent visits to the emergency room, keeping health care costs lower for everyone. It is a much more cost-efficient way to provide care to those with chronic illnesses.

Watauga Medical Center provided \$163,817 of in-kind care for our patients during 2013, including radiology, pathology and other necessary tests.

### COMMUNITY CARE CLINIC VALUE OF SERVICE:

**Calendar year 2013 cash expenses = \$433,340**

**Actual cost per patient = expenses/unduplicated patients**

**\$433,340/980 = \$442 per patient**

**Actual cost per visit = expenses/patient visits**

**\$433,340/5,313 = \$81.56**

**AGENDA ITEM 6:****INTERGOVERNMENTAL RETREAT REQUEST****MANAGER'S COMMENTS:**

Mr. Phil Trew, High Country Council Director of Planning, is preparing for the next Watauga Intergovernmental Retreat. The retreat will have a different format. Two delegates from each local government will work with a facilitator to explore future retreat topics, including sales tax distribution. The Board appointed Chairman Miller and Commissioner Kennedy as delegates. The Board also expressed support for using School of Government staff as a facilitator.

Mr. Trew has confirmed with Lydian Altman with School of Government a cost of \$2,000 for the facilitation. Mr. Trew is requesting the Board approve \$400 for the facilitator with the Towns paying a share of the remaining amount. ASU was not included in the billing as they will not have delegates and are providing the venue for free.

Board action is requested to approve \$400 for the facilitator for the next Intergovernmental Retreat.

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**AGENDA ITEM 7:****COOPERATIVE EXTENSION STAFFING REQUEST****MANAGER'S COMMENTS:**

Mr. Jim Hamilton, Cooperative Extension Director, will request authorization from the Board to use the funds budgeted for the frozen horticulture agent to increase the temporary horticulture agent from twenty (20) to forty (40) hours. Currently, the County is paying nine (9) of the twenty (20) hours with the State paying the remaining eleven (11) hours. The percentage is forty-five percent (45%) County funding and fifty-five percent (55%) State funding as per the Memorandum of Understanding (MOU).

Mr. Hamilton is proposing to increase the temporary employee's hours from twenty (20) to forty (40) hours. The County would pay twenty-nine (29) of the hours with the State continuing to pay eleven (11) hours. The request is to have the County pay seventy-two and half percent (72%) and the State twenty-seven and a half percent (27.5%) which is not in accordance with the MOU.

Funding is available in the Cooperative Extension budget to cover Mr. Hamilton's request. However, the potential exists for this arrangement to set a precedent in reduced funding from the State as the County is willing to fund more than the forty-five percent (45%) as stated in the MOU. Additionally, staff has concerns related to benefits. Mr. Hamilton has included a memo from the Extension's Human Resource personnel detailing that benefits would not be required to be provided. In the past, staff has received a contrary opinion with regards to retirement benefits. The directive received from the retirement system is that any employee scheduled more than 1,000 hours is required to be placed on the retirement system regardless of the classification of the employee.

Direction from the Board is requested.

**To:** Deron.Geouque  
**Subject:** RE: Extension on March 4 commissioner meeting agenda

-----Original Message-----

From: Jim Hamilton [[mailto:jim\\_hamilton@ncsu.edu](mailto:jim_hamilton@ncsu.edu)]  
Sent: Monday, February 17, 2014 5:16 PM  
To: Deron.Geouque  
Cc: Anita.Fogle  
Subject: Extension on March 4 commissioner meeting agenda

Hey Deron,

Could you please put me on the agenda to discuss our temp Horticulture Agent who we were able to hire in late December through some non-recurring federal funds that Cooperative Extension had access to. As I've mentioned, I would like to bring her hours per week up to 40 from 20. This is a requested exception to the MOU between the county and Cooperative Extension (the county is currently covering 9 hours/week and the state is covering 11 hours/week--through November). I would request that the county cover an additional 20 hours/week of her salary through her temporary contract period which will end in November. As you know, currently the state does not have the funding for a full-time horticultural agent position. The additional requested hours will not exceed the budget we allocated for this position last year. We are hopeful that Extension's funding issues will improve over the next year and will be able to match the county's support for this position. At the moment, at 20 hours per week, this Agent is developing and will offer the Master Gardener program in the spring. With additional hours, the Agent will be able to offer more programs to other clientele such as the Christmas tree growers, nurserymen, and the many homeowners who we provide services to during our busy summer. I have attached the memo from Extension's Human Resources coordinator in reference to your concern over retirement benefits for temporary employees.

In addition, I'd like to provide a brief report of Extension's impacts in 2013 and thank them for the resolution they passed in support of Extension in December.

Thanks,  
Jim

--

Jim Hamilton, PhD  
County Extension Director  
Watauga County  
NC Cooperative Extension  
NC State University  
<http://watauga.ces.ncsu.edu>  
(828) 264-3061  
Check out our blog at <http://wataugaces.blogspot.com>

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College of Agriculture and Life Science  
Personnel Office  
Box 7917  
Raleigh NC 27695-7917  
919.515.2708 (phone)  
919.513.2617 (fax)

**MEMORANDUM**

**TO:** Jim Hamilton,  
Watagua County Extension Director

**FROM:** Nikki Kurdys   
Extension Personnel Coordinator

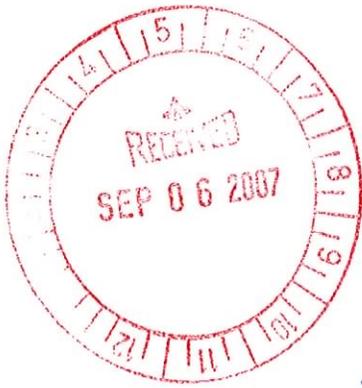
**DATE:** February 3, 2014

**RE:** **Benefits for Temporary Employees**

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According to the policies of the State of North Carolina, employees with a temporary appointment do not receive leave, total state service credit, health benefits, retirement credit, severance pay, or priority reemployment consideration. This is true regardless of the number of hours that a temporary employee works.

As you know, there are some changes on the horizon with Federal Healthcare requirements. Beginning in January 2015 employers will be required to offer health insurance to employees who work over 30 hours per week. Due to a class action law suit several years ago, temporary employees with the State of North Carolina may not work over 11 months. As such, Ms. Patterson will not be able to work until January 2015 since she was hired December 16, 2013 and will reach her 11 month date in November.



# MEMORANDUM OF UNDERSTANDING

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Between  
The Board of County Commissioners  
and  
The North Carolina Cooperative Extension Service  
North Carolina State University  
and  
The North Carolina Cooperative Extension Program  
North Carolina A&T State University



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TREAT AS ORIGINAL

## PREAMBLE

The North Carolina Cooperative Extension Service (NCCES) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of "extending" the educational services of the University to the people of the state on subjects related to agriculture and natural resources, family and consumer sciences, 4-H and youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the state.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A&T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program (NCCEP) as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

While representing two separate Universities, the North Carolina Cooperative Extension Service (NCSU) and the North Carolina Cooperative Extension Program (NCA&T) work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

Legislation further provided for a cooperative relationship among three levels of government—federal, state, and county—to ensure that the needs of all three levels are addressed.

The primary purpose of North Carolina Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information—particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; to protecting the environment and natural resources; and to empowering youth and families to lead healthier lives and become community leaders. This is accomplished by Cooperative Extension employees who are charged with carrying out the extension education programs of the university and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. This includes work with adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in the conduct and funding of this work. To this end, the following portions of this Memorandum of Understanding will detail the individual relationships and mutually agreed upon responsibilities of NCSU, NCA&T and each county that signs this agreement.

**TREAT AS ORIGINAL**

**Part I.**  
**The North Carolina Cooperative Extension Service and  
the North Carolina Cooperative Extension Program will:**

1. Establish minimum requirements and qualifications for employment in Extension work.
2. Receive and examine applications for employment.
3. Interview and screen applicants to determine their qualifications and availability.
4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Extension positions.
5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries of all Extension employees, including County Extension Directors, Extension Agents, Extension Paraprofessionals, Extension Secretaries, and any other Cooperative Extension-based positions.
6. Determine jointly with the County Board of Commissioners, or the County Manager as designee, the share of salaries to be paid by each and provide the University share of these salaries.
7. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each fiscal year.
8. Provide funds for official travel necessary to conduct Extension work to the extent that funds are available and for purposes authorized by state and federal policies.
9. Provide Extension employees with funds for postage, bulletins, leaflets and other publications for delivering Extension programming and conducting regular business.
10. Accept responsibility and provide the leadership for administration and supervision for Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements.
11. Develop and administer a personnel management plan that will provide the annual review of each worker's performance, counseling for job improvement where needed, and periodic county program reviews.
12. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development and to assist them in conducting work in these areas.
13. Provide Extension workers with training programs as needed to maintain effective program delivery.
14. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Extension programs are based on the particular needs of people in their respective county.

**TREAT AS ORIGINAL**

15. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Extension programs and work accomplished.

## **Part II.**

### **The Board of County Commissioners will:**

1. Provide the County's share of salaries and benefits for Extension personnel.
2. Comply with the State of North Carolina's Worker's Compensation Act, N.C. General Statute § 97-2(2).
3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and program; and comply with the accessibility provisions of the Americans with Disabilities Act.
4. Review and consider the annual budget request from NCCES/NCCEP, and take appropriate action by July 1 of each fiscal year.
5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Extension programs are based on specific needs and meet county programming plans.

## **Part III.**

### **The North Carolina Cooperative Extension Service, the North Carolina Cooperative Extension Program, and the Board of County Commissioners mutually agree:**

1. That all county Extension employment appointments and separations will be made in consultation between NCCES, NCCEP, or both (based on funding of the position), and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.
2. That the Board of County Commissioners and NCCES/NCCEP shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.
3. To cooperate in applying affirmative action and equal employment opportunity plans of NCCES/NCCEP.
4. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System be used in granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel. Educational leaves of absence for EPA employees provided under University policy will be reviewed in consultation with the County.

**TREAT AS ORIGINAL**

5. That Extension employees will follow county policies relative to office hours, office closings for inclement weather and holidays, and for the management and use of county property.
6. That Extension employees will not be classified under a county classification system.
7. Send-in Provisions of the Cooperative Arrangement
  - 7.1. Transitioning to Send-In
    - 7.1.1. All new hires to Cooperative Extension beginning January 1, 2007, and thereafter, will be covered under the "send-in" payroll arrangement provisions as outlined below.
    - 7.1.2. All current Extension employees in non-send-in payroll arrangements as of October 1, 2006, will have two open-window options in which to convert from "non-send-in" (also known as "regular") to "send-in" per their respective individual choices. There will be two annual conversion windows in which the employees will make their choice. These two annual windows will coincide with the annual NC Flex open-enrollment dates for 2006 and 2007 as published by NC Flex. Employees must communicate their desire to change to "send-in" by submitting an official request form available from the College of Life Sciences Personnel Office at NCSU or NCCEP Administrative office. The change will be effective January 1 of the year following the communication of their choice, either 2007 or 2008. The employee must utilize the NC Flex open-enrollment period to change any applicable benefits except for retirement contributions and health insurance. Outside of these two specific open-enrollment periods, current employees will (1) remain in their respective county's payroll arrangement for the remainder of their employment in their respective county, or (2) change to "send-in" under the provisions outlined in 7.1.3. or 7.1.4. below.
    - 7.1.3. Effective January 1, 2007, and thereafter, all current Extension employees transferring between counties into other Extension positions will be converted to "send-in" upon transfer to the new County.
    - 7.1.4. NCCES/NCCEP will review the total population of non-send-in employees across the state annually each March 1. At such time that the total number of Extension employees across the State falls to or below 50, irrespective of the individual count in any one county, all remaining non-send-in employees will be converted to "send-in" effective January 1 of the next year. NCCES/NCCEP will notify in writing the respective Boards and County Managers by May 1, so that arrangements can be considered in time for the changing fiscal years beginning July 1.
  - 7.2. Establishing Accounts to Operationalize the Send-In Process
 

To operationalize the "send-in" payroll arrangement, NCCES/NCCEP will establish a Trust Fund Account for the County at NCSU/NCA&T that will serve as the vehicle for the transfer of funds from the County to NCSU/NCA&T for use in paying the county's agreed-upon share of salary and benefits for Extension personnel.

    - 7.2.1. Procedure for Providing Funds to the Account
 

A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Associate Director of Cooperative Extension via the appropriate District Extension Director. The County Finance Officer,

**TREAT AS ORIGINAL**

4

or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences Personnel Office or the NCA&T Personnel Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.

#### 7.2.2. Administration of the Account

The trust account will be maintained in accordance with the respective NCSU or NCA&T accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office or the NCA&T College of Agriculture and Environmental Sciences Business Office, respectively, to ensure the month-end account balance remains zero.

### 7.3. Employee Benefits

#### 7.3.1. Retirement Benefits

All "send-in" Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU or NCA&T employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU or NCA&T.

#### 7.3.2. Taxes and Fringe Benefits

The County will be responsible for providing their proportional share of fringe benefits for all send-in Extension personnel, including but not limited to the following:

7.3.2(a) Employer contributions to all applicable Federal and State taxes.

7.3.2(b) Employer contribution to the State Retirement System per N.C. General Statute §135, or to the Optional Retirement Plan per N.C. General Statute §135-5.1.

7.3.2(c) Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

#### 7.3.3. Workers' Compensation will be administered pursuant to N.C. General Statute §97-2(2).

7.3.3(a) The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

7.3.3(a)(1) All secretarial and any other positions designated as SPA (subject to the State Personnel Act); and

7.3.3(a)(2) All Program Assistants/Associates who are not funded

**TREAT AS ORIGINAL**

by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.

7.3.3(b) NCSU/NCA&T will provide full and direct coverage for their respective Extension employees subject to the respective University's workers' compensation insurance within the respective University's insurance program. Extension employees for whom the respective University will maintain workers' compensation coverage are the following:

7.3.3(b)(1) All County Extension Directors and Extension Agents.

7.3.3(b)(2) All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

7.3.4. NCSU/NCA&T will process severance pay under reductions-in-force (RIFs) as approved under Office of State Personnel guidelines for County-based employees subject to the State Personnel Act (SPA) and unemployment compensation as mandated by the State.

7.3.5. The County will pay its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSP and/or UNC System guidelines, and any bonus leave balance as explicitly approved per each county per year granted, upon an employee's separation.

7.3.6. The County will pay its proportional share of state longevity for SPA employees upon an employee's service anniversary date.

7.3.7. The County will pay its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Extension employees that are subject to Fair Labor Standards Act or North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

#### 7.4 Optional County-paid Salary Increases or Bonuses to Extension Personnel

At their discretion, Counties may award additional permanent salary increases or one-time pay awards to Extension Personnel. If this is so desired by the County under the "send-in" payroll arrangement, this action must be communicated to the appropriate District Extension Director's office no later than the first of any month in which the desired increase or bonus is to be applied.

**TREAT AS ORIGINAL**

## 8. Optional Lock-in Provision

This section, if enacted by separate signature of the County, effects an optional "lock-in" agreement between the County and NCSU/NCA&T for Extension personnel. The "lock-in" provision establishes constants to be maintained over the course of the agreement for cost-share percentages.

### 8.1 Salary Adjustments for SPA Employees under the Lock-in Provision

County and NCSU/NCA&T will fund salary adjustments and increases so that the funding percentages agreed upon in the lock-in section below are maintained. The full compensation plan for state employees as approved by the General Assembly will serve as the basis for compensation adjustments and both the County and NCSU/NCA&T will adhere to the lock-in plan's effective dates and implementation instructions. Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU/NCA&T personnel policies governing grants. These compensation components include, but are not limited to:

- 8.1.1. Across-the-board adjustments,
- 8.1.2. Cost-of-living adjustments (COLA),
- 8.1.3. Merit adjustments,
- 8.1.4. Bonuses (in any form conveyed), and
- 8.1.5. Promotion, classification, market, or equity adjustments.

### 8.2. Salary Adjustments for EPA Employees under the Lock-In Provision

County and NCSU/NCA&T will fund salary adjustments and increases so that the funding percentages agreed upon in the lock-in section below are maintained. The full compensation plan for University employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU/NCA&T will adhere to the plan's effective dates and implementation instructions. Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU/NCA&T personnel policies governing grants. These compensation components include, but are not limited to:

- 8.2.1. Across-the-board adjustments,
- 8.2.2. Cost-of-living adjustments (COLA),
- 8.2.3. Merit adjustments,
- 8.2.4. Bonuses (in any form conveyed), and
- 8.2.5. Promotion, classification, market, or equity adjustments.

### 8.3. Enacting the Lock-in Provision

By signing at this section separately, the County and NCSU/NCA&T shall adhere to the following provisions, guidelines, and procedures.

#### Salary and Benefits

Salaries and benefits, as delineated above in 7.3, may be split on the basis of either (Option A) type of employee (EPA and/or SPA), or (Option B) individual position.

The County and NCSU/NCA&T agree on the following proportional salary and benefits funding percentages, applicable throughout the duration of this Memorandum of Understanding:

**TREAT AS ORIGINAL**

8.3. Option A.

All EPA employees 45 % County 55 % NCSU/NCA&T

All SPA employees 45 % County 55 % NCSU/NCA&T

\* any position added to this county's staff of Extension Personnel subsequent to the effective date of this Agreement will adhere to the above percentages.

Jim Deal Chairman 7/30/07

Board Chair or County Manager Signature

Printed Name

Title

Date

*Signature for Option A Lock-in Provision ONLY*

OR

8.3. Option B. Each position shared per the list of detailed percentages below:

_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
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_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T
_____	_____ % County	_____ % NCSU/NCA&T

\* any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU/NCA&T subsequent to the effective date of this Agreement will document the funding splits in correspondence between this County and NCSU/NCA&T, and will become a part of this Agreement.

Board Chair or County Manager Signature

Printed Name

Title

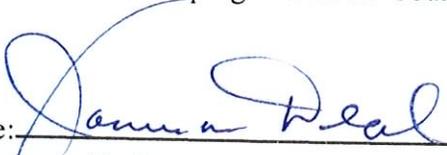
Date

*Signature for Option B Lock-in Provision ONLY*

- 9. A semi-annual meeting will be convened to maintain communication of ideas, developments, concerns and changes within the scope of the Counties and Cooperative Extension relationship. Members of the committee will include representatives of the North Carolina Association of County Commissioners (NCAAC), representatives from County Governments as recommended by the NCAAC, and administrators and designees of Cooperative Extension.

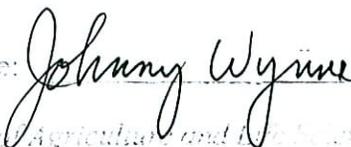
*We are in agreement with the above description of the responsibilities and relationships, and that this Memorandum of Understanding may be reviewed at any time. Each party is responsible for all actions for which they have sole responsibility or for which they take unilateral action.*

Signatures of the persons below authorize execution of this document, commencing on 7-1-07 (date), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date. Termination of this agreement shall have the effect of withdrawal of Cooperative Extension activities and programs in the County.

Signature:  Date: 3/20/07  
 Chairperson or Designee  
 Board of County Commissioners  
Watauga County

Signature:  Date: 8-13-07  
 Director  
 North Carolina Cooperative Extension Service  
 North Carolina State University

Signature:  Date: 5/25/07  
 Administrator  
 North Carolina Cooperative Extension Program  
 North Carolina A&T State University

Signature:  Date: 8/14/07  
 Dean  
 College of Agriculture and Life Sciences  
 North Carolina State University

This instrument has been  
 preaudited in the manner  
 required by the Internal  
 Government Budget and Fiscal  
 Control Act.  
4/3/07   
 Date Finance Director

Distributed in furtherance of the Acts of Congress of May 8 and June 30, 1914. North Carolina State University and North Carolina A&T State University commit themselves to positive action to secure equal opportunity regardless of race, color, creed, national origin, religion, sex, age, or disability. In addition, the two Universities welcome all persons without regard to sexual orientation. North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

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## **AGENDA ITEM 8:**

### **ECONOMIC DEVELOPMENT MATTERS**

#### ***A. Proposed Appalachian Enterprise Center Lease***

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

Per direction from the annual budget retreat, Mr. Joe Furman, Planning and Inspections Director, will present a lease with High Country Workforce Development Board (HCWDB) for a portion of the Appalachian Enterprise Center (AEC).

In order to accommodate the occupying agencies, the County would need to remove two walls in the lobby area to create one larger space (for a computer resource area for clients) and install glass walls/door in that area. The replacement of office doors with glass or converting the existing ones to include windows would be required as well as painting the space to be leased. The reason to replace or convert the doors is to enhance security for times when clients and employees need to close the doors for privacy, and is consistent with the way other such spaces are set up in the region. Due to the workload of our Maintenance Department, the work will need to be bid out.

Mr. Furman anticipates the cost of the work will be recovered from proceeds of the first year of the lease. The lease amount is proposed at \$45,000 which would include utilities and maintenance and is consistent with the lease amount for incubator tenants. The County Attorney has prepared a draft lease, which is attached. Also attached is a drawing of the proposal. The Small Business & Technology Development Center (SBTDC) would remain in the building and would be relocated to a single office.

Mr. Furman has spoken with the regional SBTDC representative who is amenable to this relocation. In addition, the office currently shared by the AEC manager and SCORE ("Counselors to America's Small Business") would also be relocated. Fifteen (15) business incubator spaces would remain. At present, five (5) of those spaces are temporarily occupied by County Tax Appraisal Department personnel.

Board action is requested to approve the lease with High Country Workforce Development Board for \$45,000 per year to include utilities and maintenance for space at the Appalachian Enterprise Center. The Board would need to further authorize Mr. Furman to bid out the renovations and approve a contractor for the renovations at a future meeting.

Board action is requested.

**APPALACHIAN ENTERPRISE CENTER  
LEASE AGREEMENT**

This lease agreement ("Lease") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Watauga County ("Landlord") and \_\_\_\_\_ herein referred to as "Tenant."

**Introduction**

Occupant is (choose one):

XX Resident Tenant client paying subsidized rents and services and agreeing to certain requirements regarding business operations.

\_\_\_\_ Virtual Tenant client paying subsidized rents and services and agreeing to certain requirements regarding business operations.

**Section 1. Lease**

1.1 The AEC in consideration of the rent and covenants to be kept and performed by both parties, hereby leases to Tenant the space identified as office #\_\_\_\_\_ consisting of approximately \_\_\_\_\_ square feet ("Premises"), situated in the Town of Boone and the County of Watauga, North Carolina in the building known as the Appalachian Enterprise Center ("the Property"). The Tenant has inspected the Premises and has agreed to accept them in "as is" condition. The Premises are more particularly described in Exhibit "A" attached hereto.

1.2 The Premises shall be used for and confined to the following operations and purposes:

---

The Tenant must obtain prior written approval of the Landlord for any alternate use. The Premises shall not be used, occupied or kept in violation of any law, municipal ordinance or regulation or in any manner which could create a hazard affecting the Landlord's insurance of the Property and/or the Premises.

1.3 The term of this Lease shall be for a period of thirty (30) months commencing on \_\_\_\_\_ ("Original Term"). Subject to the terms and conditions set forth herein, this Lease shall automatically renew for additional one year periods unless terminated herein. Should this Lease be renewed for a period extending over the Original Term, or any renewal term, the Landlord reserves the right to relocate Tenant to a comparable office if needed at the Landlord's expense. Notwithstanding the foregoing, the Landlord or Tenant may terminate this Lease upon the expiration of the Original Term, any renewal term, or upon the lack of availability of State and federal funds being provided to Tenant for the purpose set forth above, by providing the other party with written notice of termination not less than thirty (30) days prior to expiration of the current term.

## **Section 2. Rent and Security Deposit**

2.1 For the premises and the Original Term set forth above, the Tenant agrees to pay the Landlord the annual amount of \$\_\_\_\_\_ at the rate of \$\_\_\_\_\_ per month, payable in advance on the first day of each calendar month. In the event that possession is taken on a date other than the first day of the month, the rent shall be prorated for the period between the date of possession and the first day of the next calendar month. The rent for any renewal term shall be adjusted as follows:

2.1(a) Rent may be increased 10% or less per month for each renewal term after the 2<sup>nd</sup> renewal for the same amount of space and type of Tenant, in the sole discretion of the Landlord. If rent is to be increased for any renewal term, the Landlord shall provide notice of such increase to the Tenant at least thirty (30) days prior to the commencement of the renewal term. Should the Tenant require additional space in a subsequent Lease the appropriate discounts will be provided and the increase shall be applied accordingly.

2.2 Fees for any services provided by the Landlord to the Tenant and any other monies due to the Landlord under this Lease, shall be invoiced to the Tenant on the first business day of each month and shall be payable within five (5) days thereafter.

2.3 Any rental payment or fees for services or other monies not paid by the due date, including any grace period hereunder, shall be considered late. If any payment is not made on the due date, a five percent (5%) late charge will immediately be assessed upon the amount of the delinquent rent, fees or monies and the failure of the Tenant to promptly pay the same will constitute an event of default and shall entitle the Landlord to terminate this Lease as provided herein. In the event that it becomes necessary for the Landlord to initiate legal proceedings to collect any of the rents or fees payable under this Lease, the Tenant will pay all reasonable and necessary expenses incurred by the Landlord in such legal proceedings, including reasonable attorney's fees.

2.4 A security deposit in the amount of one month's rent shall be provided by Tenant to the Landlord for the faithful performance by the Tenant of its obligations under this Lease. No interest shall be paid on the Security Deposit. The Security Deposit shall be used for payment of past due rent or damages to the Premises, exclusive of normal wear and tear, which occur during the term of this Lease. The balance of the Security Deposit, if any, will be returned to the Tenant at the mailing address provided by the Tenant within thirty (30) days of the termination of this Lease.

2.5 Any payment due from the Tenant to the Landlord shall be made to:  
 Watauga County (Check payable to Watauga County)  
 c/o Watauga County Finance Department  
 814 West King Street, Suite 216  
 Boone, NC 28607

### **Section 3. Common Areas**

3.1 The Tenant shall have access to the restrooms, kitchen, hallways, conference rooms and such other areas as may be designated common areas on the Premises on a shared basis under the rules and regulations of the Landlord. These rules and regulations may be amended by Landlord from time to time. A copy of said rules and regulations, as amended, shall be provided to the Tenant. Tenant shall comply with all such rules and regulations as promulgated.

### **Section 4. Alterations and Additions**

4.1 The Tenant shall make no alterations or improvements to the Premises, including but not limited to, the construction of additional walls or the moving of walls, during the term of this Lease without first obtaining the written consent of the Landlord. Unless the Landlord shall otherwise agree, Tenant shall be solely responsible for all costs and expenses for all such alterations and improvements. In addition, Landlord shall have the right, in its sole discretion, to require the Tenant to fund an interest bearing escrow account to be used to reinstate and/or restore the Premises upon termination of this Lease. Any funds not used for such purpose shall be refunded to Tenant within a reasonable time after termination of the Lease; subject, however, to any other rights of Landlord in or to such funds provided by law. Tenant may use Landlord's or its own contractors and subcontractors to perform the work requested provided all such workers have been approved in writing by the Landlord and provide a Certificate of Insurance. The parties hereto agree that Landlord shall have complete control over all aspects of such alterations and improvements. Tenant shall indemnify and hold Landlord harmless for any claims or damages arising in connection with or related to such alterations and improvements as provided herein. Any alterations or improvements made by the Tenant, or on behalf of Tenant, shall become the property of the Landlord at the termination of the Lease without cost to the Landlord, unless the Landlord, in its sole discretion, directs the Tenant to remove such alterations and improvements from the Premises in which event, the Tenant shall remove alterations, improvements and additions and restore the Premises to the same order and condition in which it was at the commencement of this Lease at the Tenant's sole cost and expense. Should the Tenant fail to do so, the Landlord may do so and collect at its option, all costs and expenses thereof, in excess of any escrow funds set aside for such purpose, from the Tenant as additional rent. The Tenant shall pay all sums due and payable as a result of all alterations made to the Premises within ten (10) days from the date of a notice of bill for the same from the Landlord.

### **Section 5. Utilities**

5.1 The Landlord will pay for all charges assessed against the Premises during the term of this Lease for water, heat and electricity. In the event that the Tenant installs any equipment resulting in a significant increase in the demand for power or cooling, the Tenant shall pay the additional cost of such power and cooling as an additional monthly rental payment to be determined by the Landlord. The Tenant shall

be responsible for paying current phone line installation charges and monthly service charges as well as the actual costs of all calls. In the event that the Tenant elects to move from the Premises to other premises within the Property, the Tenant acknowledges that it will be liable for the foregoing installation charge for each and every such move.

### **Section 6. Moveable Furniture and Equipment**

6.1 All moveable furniture and equipment installed by the Tenant shall be removed at the expiration or earlier termination of this Lease provided the Tenant shall not at such time be in default under any covenant or agreement contained in this Lease; and provided that in the event of such removal, the Tenant shall repair any and all damages incurred to the Premises and/or Property caused by removal and promptly restore the Premises and/or Property to its original order and condition.

6.2 Any such furniture or equipment not removed at or prior to termination shall be and become the property of the Landlord.

6.3 The Tenant shall not install any furniture or equipment on the Premises or make any alterations to the Premises which may require any change in heating, air conditioning, electrical, water or sewer systems without the prior written approval of the Landlord.

### **Section 7. Maintenance and Repairs**

7.1 The Landlord shall keep in good repair the common areas, roof, walls, all electrical, heating, cooling and plumbing systems, gutters, downspouts and exterior painting. In addition, the Landlord will maintain the grounds of the Property, including snow removal and grass cutting. The Landlord shall not be liable (and shall assess the costs thereof to the Tenant) when any repair is made necessary by the negligent or willful acts or omission of the Tenant, its agents, invitees or employees, reasonable wear and tear excepted. The Tenant will, at its own expense, keep the Premises in good repair for the term of this Lease and at the expiration of the Lease, deliver to the Premises to the Landlord in like condition as when taken, reasonable wear and tear excepted. Each day that the Tenant occupies the Premises it shall maintain the Premises in a clean, sanitary, neat and attractive condition. The Premises may contain a thermostat that regulates the heating and cooling systems in the Property. The Landlord shall determine the proper settings for the thermostats and the Tenant shall not change the settings without prior approval of the Landlord. The Landlord shall have access to the thermostat on a regular basis, daily if necessary, to ensure that the thermostat is being maintained at the designated settings.

7.2 The Tenant shall obtain the written approval of the Landlord prior to displaying any sign on the exterior or interior of the Premises. Any such sign must be of the size, color and style as the Landlord shall approve.

## **Section 8. Indemnification and Insurance**

8.1 The Tenant shall indemnify and hold harmless and assume the defense of the Landlord, its agents, employees and officials, including the Manager of the Property from any and all claims, liabilities, judgments, costs, damages and expenses of any nature whatsoever, including the cost of defending such claims, which may accrue against, be charged to, recovered from or sought to be recovered from the Landlord, its agents, employees and officials, including the Manager of the Property by reason of or on account of any personal injury, sickness, or death of any person or damage to property arising from the Tenant's use and occupancy of the Premises and the operation of its business on the Property.

In order to affect the same, the Tenant agrees to purchase and keep in full force and effect at all times during the term of this Lease, commercial general liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence for injuries to or death of persons, and at least one hundred thousand (\$100,000.00) per occurrence for damage to property. Such insurance shall name the Landlord, its agents, employees and officials and the Manager of the Property as additional insureds under the policy.

The Tenant shall be responsible for any damages it, its employees, agents, representatives or invitees may cause to the Premises or to any personal or other property belonging to the Landlord that may be on such Premises. Any insurance purchased by the Landlord covering the Premises or its contents will not provide any coverage for any property belonging to the Tenant. If the Tenant wishes such coverage for its property, it will be solely responsible for purchasing the same. Tenant hereby acknowledges that the Property is located in the 100 year flood plain. Tenant is solely responsible for obtaining any flood insurance for its property.

All insurance policies required under this Lease shall provide that the Landlord shall be given thirty (30) days advance notice prior to the reduction of, or cancellation of, such insurance policies. A copy of the insurance policies or certificates showing the same to be in full force and effect shall be delivered to the Landlord before the Tenant's occupancy of the Premises.

Any deductibles or self-insured retentions applicable to required coverage shall be paid by the Tenant, and the Landlord shall not be required to participate therewith. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the Landlord shall be excess of the Tenant's insurance and shall not contribute therewith. Failure of the Tenant to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the Landlord. All rights and subrogation against the Landlord shall be waived. All coverages for subcontractors of the Tenant, if any, shall be subject to all of the requirements stated herein.

The failure of the Tenant to maintain and pay all insurance premiums when due and payable shall be grounds for the immediate termination of this Lease by the Landlord, any contrary provisions contained herein notwithstanding.

8.2 The Tenant hereby releases the Landlord, its agents, employees and officials, and the Manager of the Property from any liability or responsibility to the tenant or any other person, claiming through it by way of subrogation or otherwise, for any loss or damage to the Tenant's property or the property of any of its agents, employees, representatives or invitees which is brought onto the Premises, regardless of how such loss or damage may occur, even if such damage or loss may have been caused by flood or other casualty or by the negligence of the Landlord, its agents, employees or officials, or the Manager of the Property. It is expressly agreed and understood that the Tenant, its agents, employees, representatives or invitees, in bringing property in and onto the Premises do so at their own risk. It is further agreed and understood that the Landlord, its agents, employees and officials, and the Manager of the Property will not be liable to the Tenant for any business losses or damages to the property of the Tenant, its employees, representatives, agents or invitees, occasioned by the acts or omissions of other businesses or person which may occupy the Property.

8.3 At any reasonable time the Landlord may enter the Premises to inspect and or make repairs necessary under the terms of this Lease. At any time within forty-five (45) days before the termination of this Lease, the Landlord may enter the Premises at reasonable hours to exhibit same to prospective Tenants. The Landlord reserves the right to inspect the Premises at all reasonable times in order to ensure that the Tenant is complying with the provisions of this Lease. The Landlord will provide the Tenant with keys giving access to the Premises in accordance with the attached "Key Agreement," a copy of which is attached hereto as Exhibit "C".

### **Section 9. Subletting, Transferring, Assigning/Cancellation or Modification**

9.1 The Tenant agrees not to sublet, assign, transfer, or mortgage this Lease or sublet the Premises in whole or in part without the prior written consent of the Landlord.

9.2 In the event that the Tenant desires to change the size or location of the Premises leased under this Lease through either expansion of the existing Premises (where feasible) or relocation to another section of the Property, this Lease may be modified by the Tenant providing notice to the Landlord at least forty-five (45) days prior to the date of modification, provided that a modified lease is successfully negotiated between the Landlord and the Tenant for the new premises.

9.3 Reserved.

9.4 The occurrence of any of the following conditions shall constitute an "Event of Default" under this Lease and shall entitle the Landlord at its option to

terminate the Lease in which event the Tenant shall vacate the Premises within ten (10) days of the date of notice to vacate:

9.4(a) The Tenant fails to pay within ten (10) days of the date due, any rent, service fees, or other monies provided for in this Lease;

9.4(b) The Premises are vacated even though the Tenant continues to pay stipulated monthly rent;

9.4(c) Any petition or other action is filed by or against the Tenant under any section or chapter of the Federal Bankruptcy Act;

9.4(d) The Tenant becomes insolvent or transfers property in fraud of creditors;

9.4(e) The Tenant fails to comply with any provision or covenant of this Lease, any agreement attached hereto and/or any of the rules and regulations which may be established by the Landlord from time to time;

9.4(f) The tenant is responsible for and fails to remove or satisfy any mechanic's lien or other claim or lien assessed or charged against or otherwise encumbering the Premises or Property within thirty (30) days after such lien or claim arises, or

9.4(g) To the extent applicable, the failure by the Tenant to abide by the terms of that certain Letter of Commitment between the Tenant and the Landlord attached hereto as Exhibit "B".

Should the Tenant fail to vacate the Premises upon notice of termination, the Landlord shall have the right to reenter the Premises and remove the Tenant and its effects without being liable for any damaged thereto. The failure by the Landlord to call for a termination of the Lease at any time shall not constitute a waiver of the Landlord's right to do so at a subsequent time. Upon the occurrence of an Event of Default, in addition to termination, the Landlord shall also be entitled to recover from the Tenant all unpaid rent through the end of the term without exercising any attempt to mitigate such lost unpaid rent as well as any other sums for which the Tenant is liable under the terms of this Lease, including attorney's fees. The foregoing rights shall be in addition to, and not in lieu of, any other rights and remedies which the Landlord may be entitled to by law.

9.5 This Lease is binding on the respective heirs, successors, representatives and assigns of the parties hereto.

## **10. Damage or Destruction of Premises**

10.1 If the Premises shall be damaged or destroyed in whole or in part, by fire, Acts of God, war or casualty or any other means so as to make the same unusable, the Landlord shall have the option of repairing the Premises or of canceling this Lease in its entirety as of the date of the damage or destruction of the Premises. There shall be no obligation whatsoever on the Landlord to repair or rebuild the Premises in case of damage or destruction.

If the Landlord elects to repair or rebuild the damaged Premises, during the period that the Premises are untenable to the Tenant, the rent shall be abated until the Premises are restored to a good tenantable condition. If the Premises are unusable in part, the rent shall be prorated until the Premises can be restored to a good and tenantable condition provided that:

10.1(a) If any delay in repair or restoration is caused by the Tenant failing to adjust its own insurance or remove its damaged goods, equipment or other property within a reasonable time, the rent shall not abate during the period of such delay, or

10.1(b) If any damage to the Premises is caused by the negligent or willful acts or omissions of the Tenant, its agents or employees, there shall be no rent abatement.

## **11. Subordination**

11.1 The Tenant agrees that this Lease and its interest therein shall be secondary to any mortgage, deed of trust, or any other instrument of financing or refinancing now or hereafter placed on the Premises or on the land underlying the Premises and/or the Property. The Tenant agrees to execute and deliver to the Landlord any and all documents that may be required to show that the Tenant's rights hereunder are secondary.

## **12. Rules and Regulations**

12.1 The Landlord shall have the right from time to time to promulgate and enforce rules and regulations with respect to the use and operation of the Premises, Property and common areas and to amend such rules and regulations from time to time. The Tenant shall faithfully observe and comply with these rules and regulations.

12.2 The Tenant recognizes the rights of the other tenants in the facility and will not disrupt, impede or otherwise interfere with the rights of other tenants in and to the facility by noise, objectionable use, disregard for safety and cleanliness or any other action or behavior which might be objectionable, in Landlord's sole discretion, to other Tenants.

12.3 The Tenant shall not use any trademark, service mark, logo or trade name of the Landlord, nor shall the Tenant represent itself as having any business affiliation with the Landlord.

**13. Construction of Lease**

13.1 The laws of the State of North Carolina shall govern the validity, interpretation, performance and enforcement of this Lease.

13.2 The titles and headings of this Lease are used only for convenience and are not to be construed as part of this Lease.

13.3 This Lease and its attachments, including the Key Agreement, shall be considered to contain the entire agreement between the parties hereto pertaining to the Premises and all negotiations and all agreements acceptable to both parties are included herein.

13.4 Wherever this Lease requires notice to be served on the Tenant or the Landlord, notice shall be sufficient if by actual delivery or if mailed by first class mail with postage fully prepaid to the following addresses and persons:

To Landlord:  
Watauga County  
c/o Joseph Furman  
331 Queen Street, Suite A  
Boone, NC 28607

To Tenant:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Non-discrimination**

14.1 The Tenant covenants and agrees that in its use, operation and occupancy of the Premises no person on the grounds of race, sex, color or national origin, shall be excluded from participating in, denied the benefits of, or otherwise be subjected to discrimination in the operation of the Tenant’s business and use of the Premises.

14.2 The Tenant shall comply with all requirements, as may be applicable, of the E-verify program for all its employees, contractors, and subcontractors. Tenant shall provide verification of compliance to Landlord as may be requested or required by Landlord from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

Landlord      WATAUGA COUNTY

By: \_\_\_\_\_  
Nathan A. Miller, Chairman  
Watauga County Board of Commissioners

Attest:

\_\_\_\_\_(SEAL)  
Anita Fogle, Clerk to the Board

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

\_\_\_\_\_  
Margaret Pierce  
Watauga County Finance Officer

Tenant \_\_\_\_\_  
(Individual)

\_\_\_\_\_  
(Individual)

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

Its:\_\_\_\_\_

(Corporation, Partnership, LLC, LLP, Other)

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

Its:\_\_\_\_\_

The undersigned hereby guarantees to pay all indebtedness or liability incurred in the name of the Tenant without qualification or limitation. This guarantee shall inure to the benefit of and bind the heirs, administrators, executors, successors and assigns of the parties hereto.

\_\_\_\_\_  
Company Principal

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

The undersigned hereby jointly and severally guarantee all of the obligations of the Tenant under the above Lease. This guarantee shall inure to the benefit of and bind the heirs, administrators, executors, successors and assigns of the parties hereto.

\_\_\_\_\_(SEAL)

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

\_\_\_\_\_ (SEAL)

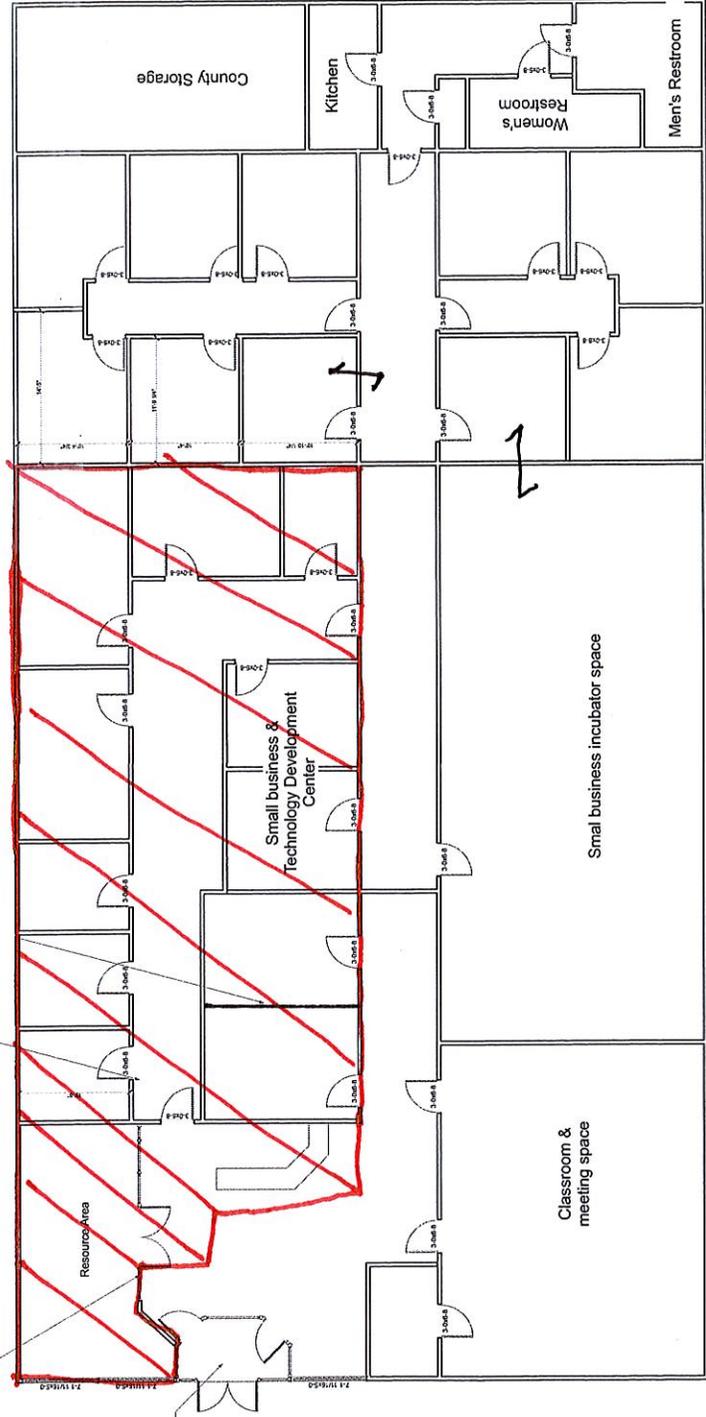
Date: \_\_\_\_\_

APPALACHIAN ENTERPRISE CENTER

New glass partition wall to divide Resource Area from main lobby. See the following website for examples: [http://www.dirtu.net/public/products\\_coos/Center\\_Mounted\\_Tiles\\_brochure\\_lo.pdf](http://www.dirtu.net/public/products_coos/Center_Mounted_Tiles_brochure_lo.pdf)

Interior office doors to be replaced with glass panel doors.

Existing front entry to remain



1 FIRST FLOOR PLAN  
SCALE: 3/8" = 1'-0"

*SBDTC to move to one of incubator offices*

AEC Career Center Proposal		Watauga County, NC		FLOOR PLANS	
<b>A.04</b>		BY REVISIONS DATE		Date: 10/29/12 Scale: AS NOTED Drawn: App: Check: Revised On: 10/29/12	

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**AGENDA ITEM 8:**

**ECONOMIC DEVELOPMENT MATTERS**

*B. Update on Workforce Development Matters*

**MANAGER'S COMMENTS:**

Mr. Adrian Tait, High Country Workforce Development, will update the Board on Workforce Development matters.

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



The mission of the High Country Workforce Development Board (WDB) is to help employers meet their workforce needs, help individuals build careers, strengthen the local economy, and meet the challenges of global competition.

Our work reaches people who include adults seeking more meaningful careers, dislocated workers aiming to regain employment, and youth focused on getting the right start in life. We also represent employers from a broad range of leading industries that need workers with the training, skills and dedication to produce important products and services for a global marketplace. For both, we help guide the efforts of public and community resources to enhance North Carolina's workforce capabilities.

There are five key areas of strategic focus

1. Improve the regional system of Workforce Centers
2. Improve our outreach and service to employers
3. Engage the region's Youth
4. Provide Workforce Intelligence
5. Market, communicate and advocate for workforce issues

#### Youth Council

The mission of the High Country WDB Youth Council is to empower youth to maximize their potential to succeed as students, employees, and citizens by establishing connections as we build a comprehensive service delivery system.

The High Country Workforce Development Board has created a Youth Council as an arm of the WDB. The Youth Council is composed of a cross-section of representatives who have knowledge, experience, and expertise with the youth population and youth services in the region from both the public and private sector. Through the Youth Council, the High Country WDB serves as the vehicle to develop comprehensive and integrated strategies to help in-school and out-of-school youth prepare for successful entry into the workforce.

Youth Council members represent a cross-section of our communities from both the public and private sectors including: education, community based organizations, the NC Department Of Labor Apprenticeship Program, social services, industry, Vocational Rehabilitation, law enforcement, juvenile justice, the business community, and youth services.



Services for Jobseekers - provided by professional career counselors through the Division of Workforce Solutions and the High Country WDB Workforce Investment Act staff.

- NC Works online job matching system
- Skills and work readiness assessments
- Resume and interview preparation
- Skills upgrading through short term trainings
- Scholarships for degrees and certificates
- Labor market information
- Entrepreneurship support
- And many others...

Services to employers - Provided by professional employer services staff

- Job listing services
- Candidate referrals
- Candidate screening
- Customized hiring events
- Training for new and existing employees
- Labor market information
- And many more...

Partnerships and synergies

The new Watauga Workforce Center will benefit from a number of partnerships that will allow greater alignment of important services to Watauga County's citizens and businesses.

Caldwell Community College and Technical Institute Small Business Program and Human Resource Development Dept

Vocational Rehabilitation

Small Business and Technology Development Center

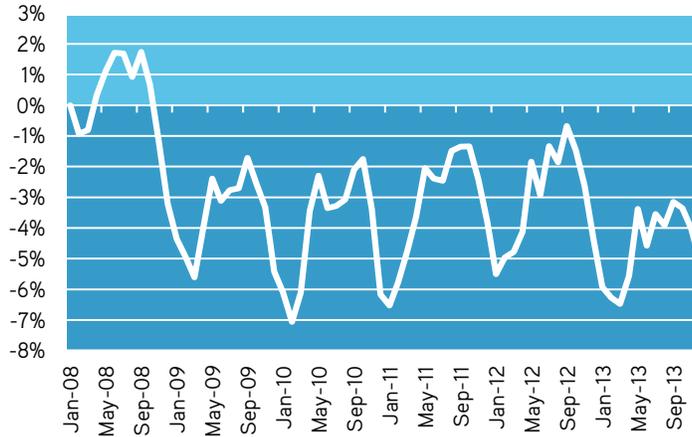
Closer relationship with the Watauga Co Economic Development Corp and the Boone Area Chamber of Commerce

# LABOR MARKET OVERVIEW

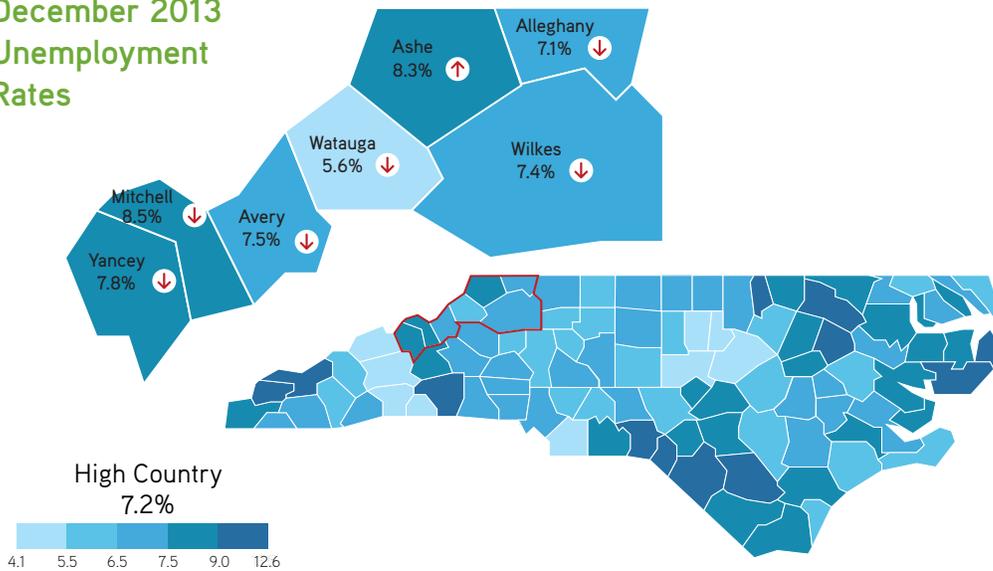
## Regional Labor Market Snapshot

### 5-Year Percent Change in Employment

High Country Region



### December 2013 Unemployment Rates



## Trending

### UNEMPLOYMENT

December 2013

High Country Total = 6,425



High Country 7.2%



North Carolina 6.6%



United States 6.5%

### REGIONAL EMPLOYMENT

High Country Total = 83,128

**932 Less People Working**  
in December than previous month

**1,158 Less People Working**  
than December 2011

### CLAIMS TAKING ACTIVITY

Initial Claims Total = 771

**27% Increase in Claims**  
in December than previous month

Benefits Paid Total = \$889,610

**26% Increase in Payments**  
in December than previous month

**Duration of Claims Grew 6% to 17.4**  
in December vs. the previous month

### Who's Hiring

past 90 days from Feb. 4, 2014

• Lowe's	111
• Bayada	95
• Appalachian Healthcare System	71
• Mission Hospital	26
• Appalachian State University	24
• Pizza Hut	22
• Mission Health	21

Source: The Conference Board Help Wanted Online

Note: All data produced in this publication are generated by LEAD unless otherwise stated.

### What Jobs

past 90 days from Feb. 4, 2014

• Heavy & Tractor-Trailer Truck Drivers	188
• First-Line Supervisors, Food Prep.	105
• Registered Nurses	82
• Customer Service Representatives	82
• First-Line Supervisors, Retail Sales	79
• Retail Salespersons	70
• Lic. Practical and Lic. Vocational Nurses	62

Source: The Conference Board Help Wanted Online

### INDIVIDUALS RECEIVING BENEFITS

High Country Total = 1,032

**13% Increase in Claimants**  
in December than previous month

### AVAILABLE JOBS

**2,484 Jobs Posted Online**  
over the past 90 days

**123 More Job Openings**  
than same period 1 year ago

Source: The Conference Board Help Wanted Online

# LABOR MARKET OVERVIEW

030414 BCC Meeting

High Country Workforce Development Board

## Civilian Labor Force Estimates\*

		December 2013	November 2013	October 2013	December 2012
<b>Alleghany</b>	Labor Force	4,209	4,313	4,439	4,473
	Employment	3,909	3,996	4,113	3,996
	Unemployment	300	317	326	477
	Rate	7.1	7.3	7.3	10.7
<b>Ashe</b>	Labor Force	11,334	11,839	11,725	11,964
	Employment	10,398	10,875	10,702	10,566
	Unemployment	936	964	1,023	1,398
	Rate	8.3	8.1	8.7	11.7
<b>Avery</b>	Labor Force	7,630	7,360	7,644	7,816
	Employment	7,055	6,764	7,045	6,866
	Unemployment	575	596	599	950
	Rate	7.5	8.1	7.8	12.2
<b>Mitchell</b>	Labor Force	6,769	6,661	6,723	6,942
	Employment	6,191	6,069	6,120	6,011
	Unemployment	578	592	603	931
	Rate	8.5	8.9	9.0	13.4
<b>Watauga</b>	Labor Force	23,478	24,119	24,538	24,529
	Employment	22,156	22,749	22,990	22,460
	Unemployment	1,322	1,370	1,548	2,069
	Rate	5.6	5.7	6.3	8.4
<b>Wilkes</b>	Labor Force	28,686	28,865	28,965	30,258
	Employment	26,550	26,608	26,491	26,974
	Unemployment	2,136	2,257	2,474	3,284
	Rate	7.4	7.8	8.5	10.9
<b>Yancey</b>	Labor Force	7,447	7,599	7,811	7,814
	Employment	6,869	6,999	7,178	6,864
	Unemployment	578	600	633	950
	Rate	7.8	7.9	8.1	12.2

\*December 2013 data are preliminary, other 2013 data are revised and December 2012 data have undergone annual processing.

## Initial Claims

	December 2013	December 2012
Alleghany	38	112
Ashe	148	329
Avery	61	178
Mitchell	86	280
Watauga	102	296
Wilkes	263	694
Yancey	73	273

## Duration of Benefits

	December 2013	December 2012
Alleghany	15.5	11.8
Ashe	18.2	13.4
Avery	17.0	16.4
Mitchell	16.9	13.2
Watauga	18.3	17.5
Wilkes	17.4	13.5
Yancey	16.5	13.2

## Individuals Receiving Benefits

	December 2013	December 2012
Alleghany	56	169
Ashe	180	504
Avery	116	334
Mitchell	104	438
Watauga	146	452
Wilkes	345	920
Yancey	85	366

Note: All data produced in this publication are generated by LEAD unless otherwise stated.

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**AGENDA ITEM 9:**

**TAX MATTERS**

*A. Monthly Collections Report*

**MANAGER'S COMMENTS:**

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

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

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**AGENDA ITEM 9:**

**TAX MATTERS**

*B. Refunds and Releases*

**MANAGER'S COMMENTS:**

Mr. Warren will present the Refunds and Releases Report.

Board action is required to accept the Refunds and Releases Report.

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**AGENDA ITEM 10:**

**FINANCE MATTERS**

*A. Smoky Mountain Quarterly Report*

**MANAGER'S COMMENTS:**

Ms. Margaret Pierce, Finance Director, will present the Smoky Mountain Center Quarterly Financial Report as required by Statute.

No action is required.



## WATAUGA COUNTY FINANCE OFFICE

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

### MEMORANDUM

**TO: Deron Geouque, County Manager**  
**FROM: Margaret Pierce, Finance Director**  
**SUBJECT: Smoky Mountain Center Quarterly Reports**  
**DATE: February 28, 2014**

Attached is a copy of the quarterly fiscal monitoring report (FMR) from Smoky Mountain Center for the quarter ended December 31, 2013. This fiscal monitoring report was provided by Smoky Mountain Center to comply with the G.S. 122C-117(c).

excerpt from G.S. 122C-117(c)

(c) Within 30 days of the end of each quarter of the fiscal year, the area director and finance officer of the area authority shall provide the quarterly report of the area authority to the county finance officer. The county finance officer shall provide the quarterly report to the board of county commissioners at the next regularly scheduled meeting of the board. The clerk of the board of commissioners shall notify the area director and the county finance officer if the quarterly report required by this subsection has not been submitted within the required period of time. This information shall be presented in a format prescribed by the county. At least twice a year, this information shall be presented in person and shall be read into the minutes of the meeting at which it is presented. In addition, the area director or finance officer of the area authority shall provide to the board of county commissioners ad hoc reports as requested by the board of county commissioners.

Fiscal Monitoring Report - DMHDDSAS

LME / MCO NAME: SMOKY MOUNTAIN CENTER FOR THE PERIOD ENDING: December 31, 2013 030414 BCC Meeting

# of month in the fiscal year (July = 1, August = 2, . . . , June = 12) =====> 8

1. REPORT OF BUDGET VS. ACTUAL

ITEM	Cash Accrual	(1)		(2)	(3)	(4)		(5)	(6)
		PRIOR YEAR		ACTUAL	BUDGET	CURRENT YEAR		BALANCE (Col. 3-4)	ANNUALIZED PERCENTAGE **
		BUDGET	2012-2013			ACTUAL	YR-TO-DATE		
<b>REVENUE</b>									
Service Fees from LME-Delivered Services		-	8,601	-	-	647	(647)		#DIV/0!
Medicaid Pass Thru		1,575,000	996,859	125,000	-	79,464	45,536		127.14%
Interest Earned		33,000	50,684	60,000	-	43,938	16,062		146.46%
Rental Income		-	-	-	-	-	-		#DIV/0!
Budgeted Fund Balance * (Detail in Item 4, below)		546,917	-	270,005	-	-	270,005		0.00%
Other Local		950,920	916,364	4,569,965	-	924,579	3,645,386		40.46%
<b>Total Local Funds</b>		<b>3,105,837</b>	<b>1,972,508</b>	<b>5,024,970</b>	<b>-</b>	<b>1,048,628</b>	<b>3,976,342</b>		<b>41.74%</b>
<b>County Appropriations (by county, includes ABC Funds):</b>									
Alexander County		43,225	37,825	43,225	-	9,456	33,769		43.75%
Caldwell County		113,538	118,747	113,538	-	50,416	63,122		88.81%
McDowell County		67,856	67,856	67,856	-	33,928	33,928		100.00%
Cherokee County		75,000	75,000	75,000	-	37,500	37,500		100.00%
Clay County		10,000	10,000	15,000	-	3,750	11,250		50.00%
Graham County		6,000	6,177	6,000	-	-	6,000		0.00%
Haywood County		96,775	98,100	116,775	-	29,503	87,272		50.53%
Jackson County		123,081	123,081	123,081	-	30,770	92,311		50.00%
Macon County		106,623	106,623	106,623	-	53,312	53,311		100.00%
Swain County		30,125	30,324	30,125	-	15,340	14,785		101.84%
Ashe County		189,566	189,566	189,566	-	47,392	142,174		50.00%
Avery County		89,600	89,600	89,600	-	44,800	44,800		100.00%
Alleghany County		109,709	109,709	112,596	-	28,149	84,447		50.00%
Watauga County		221,194	221,194	171,194	-	85,597	85,597		100.00%
Wilkes County		254,200	265,009	254,200	-	68,968	185,232		54.26%
Buncombe County		-	-	-	-	-	-		#DIV/0!
Henderson County		-	-	264,306	-	-	264,306		0.00%
Madison County		-	-	30,000	-	-	30,000		0.00%
Mitchell County		-	-	18,000	-	-	18,000		0.00%
Polk County		-	-	1,500	-	499	1,001		66.53%
Rutherford County		-	-	-	-	-	-		#DIV/0!
Transylvania County		-	-	-	-	-	-		#DIV/0!
Yancey County		-	-	19,500	-	-	19,500		0.00%
<b>Total County Funds</b>		<b>1,536,492</b>	<b>1,548,811</b>	<b>1,847,685</b>	<b>-</b>	<b>539,380</b>	<b>1,308,305</b>		<b>58.38%</b>
LME Systems Admin. Funds (Cost Model)		-	-	-	-	-	-		#DIV/0!
DMH/DD/SAS Administrative Funds (% basis)		3,367,560	3,367,560	5,037,902	-	2,130,902	2,907,000		84.59%
DMH/DD/SAS Risk Reserve Funds (% basis)		485,215	-	-	-	-	-		#DIV/0!
DMH/DD/SAS Services Funding		26,325,086	26,173,768	49,864,805	-	20,162,864	29,701,941		80.87%
DMA Capitation Funding		119,902,334	121,308,430	238,687,887	-	100,937,828	137,750,059		84.58%
DMA Risk Reserve Funding		2,452,478	2,478,759	4,871,181	-	2,060,044	2,811,137		84.58%
All Other State/Federal Funds		-	-	-	-	10,018	(10,018)		#DIV/0!
<b>Total State and Federal Funds</b>		<b>152,532,673</b>	<b>153,328,517</b>	<b>298,461,775</b>	<b>-</b>	<b>125,301,656</b>	<b>173,160,119</b>		<b>83.96%</b>
<b>TOTAL REVENUE</b>		<b>157,175,002</b>	<b>156,849,836</b>	<b>305,334,430</b>	<b>-</b>	<b>126,889,664</b>	<b>178,444,766</b>		<b>83.12%</b>
<b>EXPENDITURES:</b>									
System Management/Administration/Care Coordination		22,625,370	15,103,019	39,156,524	-	11,681,993	27,474,531		59.67%
LME Provided Services		1,314,564	1,235,536	1,814,292	-	706,715	1,107,577		77.91%
Provider Payments (State Funds)		129,119,242	129,631,148	251,812,311	-	96,793,641	155,018,670		76.88%
Provider Payments (Federal Funds)		1,325,405	1,198,829	5,948,959	-	1,891,197	4,257,762		56.86%
Provider Payments (County/Local)		1,536,492	1,521,692	2,379,170	-	732,316	1,646,854		61.56%
Merger Expenses		-	-	-	-	-	-		#DIV/0!
MCO Start-Up Expenses		-	-	-	-	-	-		#DIV/0!
All Other		1,253,927	800,746	4,223,174	-	1,008,239	3,214,935		47.75%
<b>TOTAL EXPENDITURES</b>		<b>157,175,000</b>	<b>149,490,970</b>	<b>305,334,430</b>	<b>-</b>	<b>112,614,101</b>	<b>192,720,329</b>		<b>73.76%</b>
<b>CHANGE IN CASH BALANCE</b>			<b>7,358,866</b>			<b>14,275,563</b>			
Beginning Unrestricted Fund Balance			5,017,643			11,972,820			
Balance in DMH/DD/SAS Risk Reserve			-			4,538,803			
Balance in DMA Risk Reserve			-			-			
Current Estimated Unrestricted Fund Balance and percent of budgeted expenditures		7.62%	11,972,820	7.98%		24,362,036			

2. CURRENT CASH POSITION	(1)	(2)	(3)	(4)	(5)	Allowance for Uncollectible Receivables
	30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS	TOTAL	
Accounts Payable (Accrual Method)	5,421,079	600,586	11,949	806,979	6,840,593	
Account Receivable (Accrual Method)	418,247	5,397,784	2,253,243	976,125	8,609,585	8,609,585
<b>Current Cash in Bank</b>		<b>50,930,504</b>				

3. SERVICE EXCEPTIONS ( Provided Based on System Capability)	(1)	(2)	(3)	(4)	(5)
Services authorized but not billed	17,012,254				

4. DETAIL ON BUDGETED FUND BALANCE	Budgeted	Year-to-Date	Balance	%
Payments to Providers				#DIV/0!
MCO Start-up Expense				#DIV/0!
LME Merger Expense				#DIV/0!
Other (List): Legal Fees	270,005	232,337	37,668	172.10%

\* We certify (a) this report to contain accurate and complete information, (b) explanations are provided for any expenditure item with an annualized expenditure rate greater than 110% and for any revenue item with an annualized receipt rate of less than 90%, and (c) a copy of this report has been provided to each county manager in the catchment area.

LME / MCO Director \_\_\_\_\_ Date \_\_\_\_\_ LME/MCO Finance Officer \_\_\_\_\_ Date \_\_\_\_\_ Area Board Chair \_\_\_\_\_ Date \_\_\_\_\_

cc: County Manager for each county within the catchment area.

for the period ending: December 31, 2013

ITEM	Explanation
<b>Revenues</b>	
Other Local - 40.46%	Revenues are related to WHN Transition final expenses. The expense has not been incurred to generate accrual of revenue. Transition started 10/1/2013, and is not scheduled to be complete until later in fiscal year.
Alexander County-43.75%	No payment rec'd for 2nd Qtr
Clay County - 50%	No payment rec'd for 2nd Qtr
Graham County - 0%	This County's habit is to pay entire amount in last quarter of fiscal year
Haywood County-50.53%	No payment rec'd for 2nd Qtr
Jackson County - 50.00%	No payment rec'd for 2nd Qtr
Ashe County-50.00%	No payment rec'd for 2nd Qtr
Wilkes-54.56%	No payment rec'd for 2nd Qtr
Henderson - 0%	Transition County from WHN Merge
Madison - 0%	Transition County from WHN Merge
Mitchell - 0%	Transition County from WHN Merge
Polk - 66.53%	Transition County from WHN Merge
<b>Expenditures</b>	
Fund Balance Appropriation for Legal fees - 172.10%	Appropriation amount incurred in 1st quarter, further appropriations under review

**AGENDA ITEM 10:**

**FINANCE MATTERS**

***B. Real Property Sale Request***

**MANAGER'S COMMENTS:**

Per Board direction from the annual budget retreat, Ms. Pierce will present a resolution authorizing the sale of real property located at 347 Oak Street, Boone NC 28607. The County has already adopted a resolution establishing the electronic auction method. The current resolution is required to be adopted each and every time real property is sold by the electronic process.

Staff requests the Board adopt the resolution authorizing the sale of real property located at 347 Oak Street, Boone NC 28607.

Board action is required.

STATE OF NORTH CAROLINA

**DRAFT**

COUNTY OF WATAUGA

**RESOLUTION OF THE  
WATAUGA COUNTY BOARD OF COMMISSIONERS  
AUTHORIZING THE SALE OF 347 OAK STREET, BOONE, NC**

**WHEREAS**, the County of Watauga owns a 0.324 acre tract located at 347 Oak Street, Boone, NC, Parcel ID 2910161829000 in the Watauga County tax maps; and

**WHEREAS**, North Carolina General Statute § 153A-176 permits a County to dispose of any real or personal property belonging to it according to the procedures prescribed in Chapter 160A, Article 12; and

**WHEREAS**, North Carolina General Statute § 153A-176 permits the County to sell real property by electronic advertisement and public auction; and

**WHEREAS**, North Carolina General Statute § 160A-270(c) provides that auctions of real property may be conducted electronically if the County authorizes the establishment of an electronic auction procedure or authorizes the use of existing private or public electronic auction services; and

**WHEREAS**, the County has passed a Resolution authorizing the establishment of an electronic auction procedure and the use of existing public and private electronic auction services; and

**WHEREAS**, North Carolina General Statute § 160A-270(c) provides that notice of all electronic sales may be published solely by electronic means if that exclusive method of publication is approved by the governing board of the political subdivision; and

**WHEREAS**, The Board of Commissioners has adopted a Resolution for the exclusive method of publication being by electronic means.

**NOW THEREFORE BE IT RESOLVED** by the Watauga County Board of Commissioners as follows:

1. The Watauga County Board of Commissioners hereby authorizes the sale of the following described tract of land by existing private electronic auction services at [www.govdeals.com](http://www.govdeals.com):

Being all of Lot 16 of the Hardin Addition to the Town of Boone also known as 347 Oak Street, Boone, NC, as described in the Deed recorded in Book 1244 at Page 799 of the Watauga County Registry.

2. The County will accept bids for the property until 12:00 p.m. Tuesday, March 25, 2014.
3. 12:00 P.M. on Tuesday, March 25, 2014 is the deadline for bidding. The record of bids shall be reported to the Board of Commissioners at their regular meeting on Tuesday, April 1, 2014.
4. The minimum opening bid for this property shall be \$100,000.00.
5. The Board of Commissioners will determine the highest responsible bidder for the property and has discretion to award the bid.
6. To be responsible, a bid deposit of five percent (5%) of the amount of the bid must be paid within five business days after close of auction. The deposit of the bidder to whom the award is made will be held until the sale of the property is closed; if that bidder refuses at any time to close the sale, the deposit will be forfeited to the County. Final payment and close of sale must be accomplished within 60 days after close of auction. Bidder is responsible for all property survey, deed preparation, attorney and recording costs associated with the deed transfer.
7. In addition, to be responsible, a bidder must be current on payment of all property taxes owed to the county.
8. The County reserves the right to withdraw the property from sale at any time and the right to reject all bids.
9. This Resolution is adopted pursuant to the provisions of North Carolina General Statutes § 153A-176, 160A-266, and 160A-270.

**ADOPTED** this the 4<sup>th</sup> day of March, 2014.

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Nathan A. Miller, Chairman  
Watauga County Board of Commissioners

ATTEST:

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Anita J. Fogle, Clerk to the Board

(SEAL)

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**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*A. Proposed Lease for Probation and Parole*

**MANAGER'S COMMENTS:**

Please find attached a revised lease agreement from the North Carolina Department of Public Safety regarding the Probation and Parole space. They have proposed some minor changes to the language that was approved by the Board.

Board action is requested to approve the lease as presented and reviewed by the County Attorney.

Staff seeks direction from the Board.

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **COUNTY of WATAUGA**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**WITNESSETH:**

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1<sup>st</sup> day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 17<sup>th</sup> day of April, 1985; and

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in **(See Below) County of Watauga**, North Carolina, more particularly described as follows:

**Being +/- 1,808 net square feet of office space located at 133 N. Water Street, Boone, Watauga County, North Carolina.**

**(DEPARTMENT OF PUBLIC SAFETY – PROBATION & PAROLE)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) Years** commencing on the **1<sup>st</sup>. day of April, 2014** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31<sup>st</sup>. day of March 2017**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within fifteen (15) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. Parking as available.
- D. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, ***with the Lessor's prior consent***, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair, the County shall provide such temporary space as to comply with the requirements of N.C.G.S.15-209.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **814 W. King Street, Suite 205, Boone, North Carolina 28607** and the Lessee at **4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: \_\_\_\_\_ (SEAL)  
Drew Harbinson,  
Director of Purchasing & Logistics

LESSOR:

\_\_\_\_\_ (SEAL)  
The County of Watauga  
Deron Geouque, County Manager

ATTEST:

\_\_\_\_\_  
Secretary  
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **Deron Geouque**, personally came before me this day and acknowledged that he is the **County Manager**, and that by authority and given as an act of **Watauga County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*B. Re-Appointment of the Board Members for the Watauga Community Housing Trust*

**MANAGER'S COMMENTS:**

Per direction from the annual budget retreat, the members of the Watauga Community Housing Trust are presented for consideration and re-appointment. In addition, a request was made to move the Habitat for Humanity organization from elected to appointed.

Board action is requested to re-appoint the Watauga Community Housing Trust organizations as presented and transfer the Habitat for Humanity organization from elected to appointed.

WATAUGA COMMUNITY HOUSING TRUST

OF

WATAUGA COMMUNITY HOUSING TRUST

AND PURPOSES

**BYLAWS**

**OF**

**WATAUGA COMMUNITY HOUSING TRUST**

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## ARTICLE I -- NAME, OFFICES AND PURPOSES

Section 1. Name. The name of the corporation shall be Watauga Community Housing Trust, hereinafter referred to as the "corporation."

Section 2. Principal Office. The principal office of the corporation shall be located at 642 W. King St., Boone, NC, 28607, which shall also be the registered office of the corporation.

Section 3. Other Offices. The corporation may have offices at such other places, either within or without the State of North Carolina, as the Board of Directors may from time to time determine.

Section 4. Purposes. The purposes of the corporation are as stated in the Articles of Incorporation:

- (A) To operate exclusively for charitable, educational, religious and scientific purposes within the meaning of Sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue laws (the "Code"); and
- (B) To engage in any lawful activity for which corporations may be organized under Chapter 55A of the General Statutes of North Carolina so long as the corporation does not engage in any activity or activities not in furtherance of one or more tax exempt purposes as contemplated in section 501(c)(3) of the Code.
- (C) To engage in the development of affordable/ workforce housing in Watauga County.

## ARTICLE II -- BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the corporation shall be managed by the Board of Directors in accordance with the provisions of applicable law, the Articles of Incorporation and these bylaws.

Section 2. Classes, Number, Term and Qualification. The number of Directors of the corporation shall not be less than three (3) nor more than fifteen (15). There shall be two classes of Directors, Appointed Directors and Elected Directors. Appointed Directors shall be appointed by the governing body of the supported organization, being the Watauga Board of County Commissioners, or by the County Administrator at the direction of the Watauga Board of County Commissioners from time to time and shall comprise the majority of the Board of Directors at all times. Elected Directors shall serve in the remaining directorships.

In the absence of a resolution fixing the total number of Directors of the corporation, the number of Directors elected at the meeting or appointed by the Watauga Board of County Commissioners or County Administrator, as designated herein, plus the number of Directors continuing in office shall constitute the number of Directors of the corporation until the next annual meeting unless the number is changed by action of a majority of the Directors.

The Directors shall be broken into term groups, as nearly equal in number as possible, to serve in the first instance for staggered terms of one, two and three years, respectively, and until their successors shall be appointed or elected and shall qualify. Thereafter, the successors in each term group of Directors shall be appointed or elected, as designated herein, to serve for terms of three years and until their successors shall be appointed or elected, as designated herein, and shall qualify. In the event of any increase or decrease in the number of Directors, the additional or eliminated directorships shall be so classified as Appointed or Elected in order to maintain a majority of Appointed Directors on the Board and the remaining or continuing Directors' terms shall be considered so to maintain equal numbers in each term group. In the event of the death, resignation, retirement, removal or disqualification of a Director during the appointed or elected term of office, the Director's successor shall be appointed or elected, as designated herein, to serve only until the expiration of the term of the predecessor. Directors need not be residents of the State of North Carolina. A majority of the Directors shall each be a person who is not a "disqualified person" as that term is defined in Section 4946 of the Code because the corporation is being organized as a supporting organization under section 509(a)(3) of the Code.

Section 3. Appointment and Election of Directors. Appointed Director seats shall be filled by the Board of County Commissioners from time to time as vacancies occur or Appointed Directorships are added. Elected Directors shall be elected at any annual or special meeting of the entire Board of Directors by a vote of a majority of all of the Directors at the time in office. The election of Directors shall be a part of the order of business of each annual meeting of the Board of Directors.

Section 4. Removal. Directors may be removed from office at any time with or without cause by the Directors by the vote that would be required to elect the Director to the Board of Directors. If a Director is removed, a new Director may be elected or appointed, as designated herein, to fill the vacancy at the same meeting.

Section 5. Resignation. A Director may resign at any time by communicating such resignation to the Board of Directors, its presiding officer or to the corporation. The resignation is effective when communicated unless the notice specifies a later effective date or subsequent event upon which it will become effective.

Section 6. Vacancies. A vacancy occurring in an Elected Directorship in the Board of Directors may be filled by a majority of the remaining Directors (but not less than two) at any regular meeting or special meeting of the Board. A vacancy occurring in an Appointed Directorship in the Board of Directors shall be filled by the Watauga Board of County Commissioners at their regular scheduled meeting occurring after the vacancy or by the County Administrator from time to time as directed by the Watauga Board of County Commissioners.

### ARTICLE III -- MEETINGS OF DIRECTORS

Section 1. Annual Meeting. The annual meeting of the Board of Directors shall be held in the month of March of each year, for the purpose of electing Directors and officers of the corporation and the transaction of such other business as may be properly brought before the meeting. If the annual meeting is not held as designated by these bylaws, a substitute annual

## WCHT Membership and Terms

### Appointed:

1. High Country Association of Realtors (Sam Taylor) 2013
2. ASU (Tim Burwell) 2013
3. Town of Boone (Lynne Mason) 2014
4. NWRHA (Sharalea Sutton) 2013
5. APRHS (Amy Crabbe) 2014
6. Board of Education (Delora Hodges) 2013
7. High Country Home Builders Association (Buck Wellborn) 2014
8. WAMY (Melissa Soto) 2013

### Elected:

1. Scott Eggers 2015 (2)
2. Chelsea Garrett 2015 (2)
3. Joe Furman 2015 (2)
4. Alex Hooker (Habitat for Humanity) 2016 (2)

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**AGENDA ITEM 11:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****C. Budget Amendment*****MANAGER'S COMMENTS:**

Per discussion from the annual budget retreat, staff is recommending the Board approve the budget amendment included in your packets appropriating approximately \$1,170,236 from the unassigned fund balance that was accrued at the end of Fiscal Year 2012-2013 to fund future County and School capital needs.

Board action is requested to authorize the one-time appropriation in the amount of \$1,170,236 from the unassigned fund balance and for \$870,236 to be allocated to the Recreation/Pool Renovations Capital Project Fund and the remaining \$300,000 to be allocated to the Watauga County School Capital Project Fund.

Board direction is requested.



# WATAUGA COUNTY

## FINANCE OFFICE

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

### MEMORANDUM

TO: Deron T. Geouque, County Manager

FROM: Margaret Pierce, Finance Director

SUBJECT: Budget Amendments-FY 2013/14

DATE: February 26, 2014

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

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103991-399100	Fund Balance Appropriation		\$1,170,236
109800-498021	Transfer to Capital Project Fund	\$1,170,236	
213980-398100	Transfer from General Fund		\$1,170,236
219930-459122	WCS CIP	\$300,000	
219930-461202	Recreation/Pool renovations	\$870,236	

To allocate funds for future capital needs for the County and the Watauga County Schools.

## Proposed Capital Funding Plan

### School System

	Current Capital		Capital Project Reserves	
	From County	Lottery	From County	Balance
2013-14	-	\$300,000	\$340,400	\$340,400
			<i>300,000</i> *	640,400
2014-15	125,000	300,000	350,000	990,400
2015-16	200,000	300,000	450,000	1,440,400
2016-17	200,000	300,000	500,000	1,940,400
2017-18	200,000	300,000	550,000	2,490,400
2018-19	200,000	300,000	600,000	3,090,400
2019-20	200,000	300,000	750,000	3,840,400
2020-21	200,000	300,000	750,000	4,590,400

Current Lottery Funds Balance is \$129,000

ADM Funds Balance is \$469,000

### County CIP

#### Annual Budgeted Amount

2013-14	-
	<i>\$870,236</i> *
2014-15	-
2015-16	450,000
2016-17	500,000
2017-18	550,000
2018-19	600,000
2019-20	650,000
2020-21	700,000

*\*Proposed one time allocation from unassigned fund balance increase from Fiscal Year 2012-13 audited financial statements*

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**AGENDA ITEM 11:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****D. Approval of Inmate Medical Service Agreement with JLW Enterprises, Inc.*****MANAGER'S COMMENTS:**

The contract with JLW Enterprises, Inc. for inmate care expired November 30, 2013. The contract was previously with Competent Correctional Care, Inc., however the Board agreed to the assignment of the contract to JLW Enterprises, Inc. as recommended by the Sheriff. The Sheriff's Office has been working on the renewal which includes a four percent (4%) CPI increase. The current monthly contract price is \$7,578 and would increase to \$7,881.12, or \$303.12 more a month. The contract requires written notification from both parties to renew the contract for an additional year.

At the Board's December 17, 2013 meeting Chairman Miller, seconded by Commissioner Yates, moved to enter into an extension of the agreement including a four percent (4%) Consumer Price Index (CPI) increase with the same contract extension to Competent Correctional Care, Inc., substituted to JLW Enterprises, Inc., in a contract drafted by the County Attorney with the exact changes as specified in the motion.

Staff has been working with JLW Enterprises to revise the contract and reflect the changes requested by the Board. The Sheriff's Office recommends the renewal of the contract. Adequate funds are in the jail budget to cover the increase.

Board action is requested to renew the contract with JLW Enterprises, Inc. for inmate care for one (1) additional year in the amount of \$7,881.12 per month.

## HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (the "Agreement"), is entered into with an Effective Date of December 1, 2013 and is made by and between Watauga County, North Carolina (hereinafter referred to as the "County"), acting through the office of the Sheriff of the County (the "Sheriff") and JLW Enterprises, Inc., a North Carolina corporation (hereinafter referred to as "JLW").

### WITNESSETH:

WHEREAS, the County is charged by law with the responsibility for obtaining and providing reasonable necessary health care for inmates of the Watauga County Jail (hereinafter called "facility"); and

WHEREAS, the County desires to arrange for health care to such inmates in accordance with applicable law; and

WHEREAS, the County, which receives funding as approved by County Commissioners for the facility, desires to enter into this Agreement with JLW to promote this objective; and

WHEREAS, JLW is in the business of; (i) directly providing primary correctional health care; and (ii) arranging for the provision of and providing claims payment services for referral correctional healthcare and desires to provide such services for the County under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

### ARTICLE I: HEALTHCARE SERVICES

- 1.1 **General Engagement.** The County hereby contracts with JLW to provide for the delivery of medical care to inmates under the terms and conditions hereof:
- 1.2 **Scope of Health Care Services.** The responsibilities of JLW for medical care of an inmate commences with the booking and physical placement of said inmate into the facility. JLW regularly shall provide primary correctional healthcare and shall arrange referral correctional healthcare (excluding in-patient psychiatric hospitalization) for the inmate. The services generally include the following: a comprehensive health evaluation of each inmate following booking into the facility in accordance with NCCHC standards, regularly scheduled sick call, nursing care, regular physician visits to the facility, hospitalization, medical specialty services, emergency medical care, emergency

ambulance services when medically necessary, medical records management, pharmacy services, administrative support services, and other services as more specifically described herein. Additionally, staff employed by the Sheriff shall be provided first aid within the facility for emergency injuries and/or illnesses upon request of the County. JLW shall follow the staffing described in Article II, Personnel for the provision of correctional healthcare.

- 1.3 **Ancillary Medical Services.** JLW shall arrange including, but not limited to: the provision of correctional healthcare from ancillary medical providers to inmates such as radiology and laboratory services to the extent such services are determined to be medically necessary by JLW's professional medical staff where non-emergency referral correctional healthcare is required, JLW shall make arrangements with the County Sheriff for transportation of the inmate in accordance with Services 1.10 of this Agreement. These ancillary services will be included in the Off-Site Services Limit.
- 1.4 **Emergency Services.** JLW shall provide emergency services to inmates through arrangements to be determined by JLW with local hospitals. JLW shall arrange for the provision of emergency ambulance transportation services in connection with off-site emergency services. These services will be included in the Off-Site Services Limit.
- 1.5 **No Responsibility for Referral Correctional Healthcare.** Providers of referral correctional healthcare are not the employees of, agents of, or joint ventures with JLW and JLW is not responsible for their actions or omissions. JLW is not responsible for any costs of referral correctional healthcare. JLW's sole obligation is to use commercially reasonable efforts to arrange for the provision of referral correctional healthcare when medically necessary as determined by JLW's medical director or his designee. Anyone JLW refers to or contracts with shall provide insurance equal to or greater than the limits and terms as set forth in 8.1 of this agreement.
- 1.6 **Exclusions.** This Agreement does not apply to the following services, and JLW has no obligation to provide or arrange for such services, regardless of whether or not such services are or become medically necessary:
- a. Blood clotting factor products;
  - b. Experimental or investigational procedures, as determined by the County;

- c. Any services or supplies received by any individual during any period of time that such individual is not an Inmate in the County's physical custody and control;
- d. Any services or supplies received by any fetus or infant;
- e. Elective medical care including, but not limited to, elective abortions. This Agreement applies, however, to abortions determined by JLW to be medically necessary by JLW as applicable.

- 1.7 **Inmates Outside the Facilities.** This Agreement applies to medical care for those inmates in the actual physical custody of the facility. This includes inmates under guard arranged by County in outside hospitals and whose care is being managed by JLW. Such inmates will be included in the resident daily population count. No other individuals, including, but not limited to, individuals in outside hospitals who are not under guard arranged by the County, are included in this Agreement, nor shall such individuals be included in the resident daily population count. Individuals who are otherwise inmates but who are on any sort of temporary release, including, but not limited to: temporarily being released for the purpose of attending funerals or any other family emergencies, being on escape status, being on pass, parole, or supervised custody who do not sleep in the facility at night, will not be included in the daily population count, and will not be included in this Agreement with respect to the processing of payment for or furnishing of health care services. JLW shall be responsible for primary correctional healthcare required by inmates only when physically returned to the custody of the facility after becoming ill, delivering an infant, or being injured while on temporary release. JLW shall arrange for the provision of additional medical care for complications resulting from medical events occurring while not in the physical custody of the facility, but JLW may, in consultation with the Sheriff inform the provider of such services that the County may not be financially responsible for payment for such services and the parties agree to cooperate to determine the financially responsible party for such services.
- 1.8 **Work Release.** This Agreement does not apply to healthcare services and supplies required by individuals assigned to work release.
- 1.9 **Elective Medical Care.** JLW will not be responsible for the cost of providing elective medical care to inmates. Any referral of inmates for elective medical care must be reviewed and approved by the Sheriff prior to provision of such services. JLW may assist in arranging Sheriff approved elective care, but JLW shall have no financial responsibility for

such care. JLW shall indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits damages, judgments or liabilities of any land whatsoever arising out of a decision made by JLW's Medical Director not to provide medical care on the basis that it is elective medical care.

- 1.10 **Transportation Services.** To the extent any inmate requires off-site referral correctional healthcare, including, but not limited to, hospitalization care and specialty services, the County will, at County's cost, upon request by JLW, its agents, employees or contractors, provide transportation as reasonably available, provided that, when reasonably possible, such transportation is scheduled in advance. When medically necessary, JLW shall arrange all emergency ambulance transportation of inmates.
- 1.11 **Inmates from Other Jurisdictions.** JLW agrees to provide primary correctional healthcare and arrange for the provision of referral correctional healthcare to individuals incarcerated at the facility but from other jurisdictions pursuant to contract between the County and such other jurisdictions.
- 1.12 **Standard of Care; Discretionary Decisions.** JLW shall render primary correctional healthcare in accordance with the standards promulgated by the National Commission on Correctional Health Care (NCCHC) for health services in correctional facilities. Whenever an opinion, decision or determination under this Agreement is determined in accordance with the opinion or discretion of a particular person under this Agreement, such opinion, decision or determination shall be at the absolute discretion of the applicable decision maker, unless otherwise expressly required by applicable law.
- 1.13 **County's Responsibilities.** JLW has no responsibility for determining whether an individual meets the definition of an inmate. JLW shall not be responsible in any manner or any delay or error caused by the County's failure to furnish accurate information about an individual's status as an Inmate in a timely fashion.
- 1.14 **Medical Emergencies outside of this Agreement.** The parties understand that medical emergencies may arise outside the scope of this Agreement and for which JLW is not compensated under this Agreement, including, but not limited to medical emergencies involving visitors, employees of the County, and individuals at the County's work release facility; if JLW or its medical personnel are available and respond to provide such emergency services (i.e. other than for inmates for which JLW is compensated under this Agreement), either upon request by the Sheriff's staff or otherwise, such services will be on

uncompensated, volunteer basis pursuant to North Carolina General Statute § 90-21.14.

## ARTICLE II: PERSONNEL

2.1 **Staffing.** JLW shall provide medical, technical and support personnel as necessary for the rendering of primary correctional healthcare as described in and required by this Agreement. The cost of services is broken into three tiers.

1. The first tier is to operate the facility with Registered Nurse(s) on site three days a week for a minimum of 24 hours. Additionally, a Nurse Practitioner or M.D. will be on site weekly to manage care of inmates. N.P. or M.D. will be available for call at all times. This tier shall apply to a point of up to 90 inmates. JLW will process all invoices and forms and facilitate the staff and administration under this agreement. The fee for this service will be \$7,881.12 per month.
2. The second tier is to operate sick call five days a week. The nurse will be on premises 40 hours a week. The N.P. and M. D. will continue as before, in addition to handling the additional call volume. JLW will process all paperwork, payroll, invoicing, and services for detention and handle all administrative matters. This tier shall apply in the event the average daily jail capacity is between 90-135 inmates. The fee for this service will be \$13,147.68 per month.
3. The third tier requires the nurse to work full time and JLW, Inc. will hire a med-tech to assist with paperwork and medication setup and distribution. All other processes continue with a larger volume and more infrastructures for calls and administration. This tier shall apply in the event the average daily jail capacity is between 135-180 inmates and is max capacity for JLW. The fee for this level of services will be \$18,176.08 per month.

The population level of inmates will be reviewed monthly to assess the inmate population and need to increase services. When JLW and detention administration agree that services need to be increased and/or that the inmate population has increased so as to take the level of services to the next level as described above, then, the level will be raised and times and employees will be added by JLW. If at any time before the end of a month the administration and JLW agree that the change is needed, the times and services will be added immediately, and the billing will be changed and prorated for that partial month. Fees are

due by the 10th of the month. They will be billed on the last day of the previous month.

Should a sustained population increase over 180 inmates occur, JLW may recommend additional staffing and request a change in compensation levels. Similarly, should there be a sustained population drop to such a degree that changes to the staffing plan are requested by County, then the parties shall enter negotiations to determine a mutually agreeable change to staffing and compensation levels.

Both parties understand that this Agreement is premised upon the assumption that the Watauga County jail typically houses up to an average of 90 inmates at any given time. Due to circumstances outside the control of either party, the average daily inmate population in the Watauga County jail could be significantly higher or lower than the assumption both parties agreed to when this contract was executed. Therefore, both parties agree to commence negotiations concerning the assumption of average number of inmates in the Watauga County jail by May of each year. Both parties agree that if this assumption deviates from the current assumption of an average of 90 inmates, the compensation given to JLW may have to be adjusted. Unless otherwise agreed to, any amendment concerning the assumption of the average number of inmates at the Watauga County jail shall be incorporated into the contract on December 1st of each year.

- 2.2 **Licensure Certification and Registration of Personnel.** All professional personnel provided or made available by JLW to render primary correctional healthcare hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
- 2.3 **Sheriff's Satisfaction with Health Care Personnel.** To ensure the Sheriff is able to meet his obligation to operate a secure facility, the Sheriff has the right to exclude any JLW health care personnel provided by JLW hereunder, or by any independent contractor, subcontractors or assignee under the direction of JLW ("employee"). Prior to exclusion, the Sheriff shall notify JLW in writing of his intent to exclude an individual. JLW shall exercise its best efforts to resolve the problem. If the problem is not resolved to the satisfaction of the Sheriff, JLW shall exclude or shall cause any independent contractor, subcontractor, or assignee to exclude the individual about whom the County has expressed dissatisfaction. JLW will be allowed reasonable time to find an acceptable replacement, without penalty or any prejudice to the interest of JLW.

- 2.4 **Performance Standards.** In performing services under this Agreement, JLW agrees that their staff at all times will: (a) use diligent efforts and their best professional skills and judgment; (b) perform professional and supervisory services in accordance with the recognized standards of the medical profession; (c) at all times act in accordance with the Code of Medical Ethics of the American Medical Association; (d) comply with all policies, procedures, bylaws, rules and regulations of the County; (e) comply with all applicable federal, state and local laws and regulations; and (f) comply with applicable accreditation standards.
- 2.5 **Use of inmates in the Provision of Health Care Services.** Inmates shall not be employed or otherwise engaged by either JLW or the County in the direct rendering of any health care service. Upon prior written approval of the Sheriff, inmates may be used in positions that do not involve the rendering of health care services directly to inmates.
- 2.6 **Discrimination.** During the performance of this Agreement, JLW and the County each agree:
- a. Not to discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin except where religion sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor;
  - b. To post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause; and
  - c. To state, in all solicitations or advertisements for employees, that it is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2.7 **E-Verify Compliance.** The Contractor shall ensure its compliance with Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. 104-208, 110 Stat. 3009 and Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall provide all documentation which may be requested by the County, including but not limited to completion of Form I-9 for Employment Eligibility Verification, affidavits of compliance with this act, and such other documentation as the County may request from time to time. The Contractor shall not

knowingly hire for employment, employ, or continue to employ an unauthorized alien.

### ARTICLE III: REPORTS AND RECORDS

- 3.1 **Medical Records.** JLW shall maintain complete and accurate medical records for each inmate who has received health care services arranged or provided by JLW during the term of this Agreement. Each medical record will be maintained in accordance with applicable laws, NCCHC standards, and the County's policies and procedures. The medical records shall be kept separate from the inmates' confinement record. A complete legible copy of the applicable medical record shall be available at all times. A medical transfer sheet shall accompany each inmate who is transferred from the facility to another location for off-site services or transferred to another institution. Medical records shall be kept confidential in accordance with the County's policy with regard to access by inmates and facility staff, which policy is that no information is disclosed except by a Court order, or as otherwise required or allowed in accordance with the applicable law. JLW shall comply with all applicable state and federal laws regarding maintaining the confidentiality of medical and personal information (including, but not limited to, the Health Insurance Portability and Accountability Act if applicable to JLW's obligations under this Agreement) and shall provide adequate training to its staff with respect to such confidentiality obligations; County shall also comply with all applicable state and federal laws regarding maintaining the confidentiality of medical and personal information and shall provide adequate training to its staff with respect to such confidentiality obligations.

JLW shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the County. However, the County shall provide JLW with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

- 3.2 **Regular Reports by JLW to the County.** JLW shall provide to the Sheriff, on a date, in a form and to the County's personnel mutually acceptable to JLW and the County monthly and annual reports relating to health care services arranged or rendered under this Agreement.
- 3.3 **Inmate Information.** Subject to applicable law, in order to assist JLW to effectively arrange, or provide health care services to inmates, the County will provide JLW with information pertaining to inmates that

JLW and the County mutually identify as reasonable and necessary for JLW to adequately perform its obligations hereunder.

- 3.4 **JLW Records Available to the County with Limitations on Disclosure.** JLW shall make available to the County, at the County's request, all records, documents and other papers directly relating to the delivery of health care services to inmates hereunder. The County understands that many of the systems, methods, procedures, written materials and other controls employed by JLW in the performance of its obligations hereunder are proprietary in nature and will remain the property of JLW. Information concerning such may not, at anytime, be used, distributed, copied or otherwise utilized by the County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by JLW. Upon JLW's request, the County shall return to JLW all such information in the County's possession and identified, by JLW, as proprietary.
- 3.5 **County's Records Available to JLW with Limitations on Disclosure.** During the term of this Agreement and for a reasonable time thereafter, the County will provide JLW, at JLW's request, the County's records relating to the provision of health care services to inmates as may be reasonably requested by JLW or as are pertinent to the investigation or defense of any claim related to JLW's conduct. Consistent with applicable law, the County will make available to JLW such records as are maintained by the County, hospitals, and other outside health care providers involved in the care or treatment of inmates (to the extent the County has any control over those records) as JLW may reasonably request; the County agrees to execute reasonable additional documents required to comply with this section. Any such information provided by the County to JLW that the County considers confidential shall be kept confidential by JLW and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

#### ARTICLE IV: SECURITY

- 4.1 **General.** JLW and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of JLW as well as for the security of inmates and County's staff consistent with the correctional setting. The County will provide sufficient security to enable JLW to safely and adequately provide the sendees described in this Agreement and JLW shall let the County know what those needs are. Nothing herein shall be construed to make the County, the Sheriff, his deputies or employees a guarantor of the safety of JLW employees, agents or subcontractors, including

their employees. Should a JLW employee need correctional staffing to assist with 14 day physicals, chronic care visits and other needs of the JLW medical staff, such additional staffing will be coordinated and scheduled by the jail administrator and the JLW Medical Director.

- 4.2 **Loss of Equipment and Supplies.** The County shall not be liable for losses of or damage to equipment and supplies of JLW, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of the County or its employees. JLW shall not be liable for loss of or damage to equipment and supplies of the County or its employees unless such loss or damage was caused by the negligence of JLW or its agents, employees or subcontractors.
- 4.3 **Security During Transportation Off-Site.** The County will provide security as necessary and appropriate in connection with the transportation of any inmate between the facility in any other location for off-site services as contemplated herein.

#### ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY, AND SUPPLIES

- 5.1 **General.** The County agrees to provide JLW with office space, facilities, equipment, utilities (including all local telephone calls, but excluding long distance telephone calls, which JLW shall reimburse monthly to the County). The County will provide necessary maintenance and housekeeping of the office space and facilities. JLW agrees it has inspected the facility and medical office space and facilities and that such space and facilities are sufficient for its agents, employees, and subcontractors to perform all of the obligations required under this Agreement. The County shall be responsible for providing substitute space, if in the opinion of the Sheriff such designated facilities become unsafe for any reason.
- 5.2 **Delivery of Possession.** The County will provide JLW, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the facility's health care unit. At the termination of this or any subsequent Agreement JLW will return to the County possession and control of all supplies, medical and office equipment, in working order, reasonable wear and tear expected, which were purchased by the County.
- 5.3 **Maintenance and Replenishment of Equipment.** The County will continue to maintain in good working order, and replace, as necessary, all medical equipment necessary for the performance of this contract.

## ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

- 6.1 **Term.** This Agreement shall commence at 12:01 a.m. on December 1, 2013. The initial term for this agreement shall be through 11:59 p.m. on November 30, 2014 and may be extended for additional terms of one (1) year each, unless terminated in writing by either party per section 6.2. Notwithstanding the foregoing, however, either party may renegotiate the terms of this Agreement if the population consistently exceeds 180 inmates for two consecutive months during the term of this agreement as per section 2.1.
- 6.2 **Termination.** This Agreement may be terminated as otherwise provided in the Agreement or as follows:
- a. **Termination by Agreement.** In the event that each of the parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.
  - b. **Termination by Cancellation.** Either party may terminate this agreement without cause upon at least sixty (60) days prior written notice to the other party.
  - c. **Annual Appropriations and Funding.** This Agreement may be subject to the annual appropriation of funds by a funding authority other than the County. Notwithstanding any provision herein to the contrary, if funds are not appropriated for this Agreement, then JLW or the County shall be entitled to immediately terminate this Agreement, without penalty or liability.
  - d. **Material Change.** JLW may, at its sole discretion, terminate this Agreement effective as of the effective date of a material change initiated by the County or by legislative or regulatory action in the funding for, delivery of health care or claims processing requirements or procedures, or any change materially affecting the manner or cost of delivering or arranging healthcare services for inmates.
- 6.3 **Responsibility for Inmate Health Care.** As of the effective date of termination of this Agreement, all responsibility for providing healthcare services to all inmates, including inmates receiving health care services at sites outside the facility, will be transferred from JLW to the County.

## ARTICLE VII: EXPECTED TOTAL COSTS AND JLW COMPENSATION

- 7.1 **Expected Total Costs.** The parties estimate that the total annual cost to the County for medical care will be as set forth above in this contract

for all services provided hereunder, and shall include cost of personnel, equipment supplies, and other treatment items used by JLW. It shall not include the costs of hospitalization or other medical care not provided by JLW.

- 7.2 **Invoicing and Payment.** JLW will invoice the County thirty (30) days before the first day of the month for which services will be rendered. The County agrees to pay JLW on or before the first (1st) day of the month for which services will be rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to JLW will be prorated accordingly for the shortened month.
- 7.3 **CPI Increase.** In the event a CPI increase is warranted, such increase shall not exceed 5.5% annually. The relevant reported CPI percent change, rounded to the nearest tenth of a percent based on the CPI, All Urban Consumers, Not Seasonally Adjusted, US City Average, Hospital and Related Services applicable to the (12) twelve months ended on April of the applicable fiscal year and shall be applied on the following month of December (see Attachment A). Example: CPI change for FY 2015 would be measured by comparing April 2013 to April 2014. In the event the CPI components produce a negative adjustment, the contract price will remain at the current levels in section 2.1.
- 7.4 **Increases in Inmate Population.** The parties agree that the basic price is calculated based upon an average daily inmate population of up to 180. If the daily inmate population exceeds 180 inmates, then the compensation payable to JLW by the County shall be increased by a per diem rate of \$1.45 for each Inmate over 180, per day. The average daily inmate resident population shall be determined and recorded by the County. The County shall regularly provide this information to JLW. The calculation in this section 7.4 shall include the individuals from other jurisdictions described in section 1.11.
- 7.5 **Compensation Escalator.** The compensation (i.e., the base price and per diem rate as defined in Sections 7.1, 7.2, and 7.3, respectively) for each successive renewal term that is agreed to by the parties shall include a reasonable increase.
- 7.6 **Changes in the Law, Standard of Care, or Scope of Services.** The prices in Sections 7.1, 7.2 and 7.3 reflect the scope of services as outlined herein and the current community standard of care with regard to healthcare services. Should there be any change in or modification of inmate distribution standards of care, scope of services, cost of goods or services, available workforce pool that results in material increase in costs, or if any statute, rule or regulation is passed or any order issued

or any statute or guideline adopted materially increasing the cost to JLW of providing or arranging healthcare services hereunder, the increased costs related to such change or modification are not covered in this Agreement and will be negotiated with the County. This section is in addition to, and not in lieu of, JLW termination option under Section 6.2.

- 7.7 **Payment.** If the County fails to make any payment to JLW hereunder within thirty (30) days following JLW's written notice to the County of non-payment, JLW, among any other rights and remedies pursuant to this Agreement or otherwise available at law or inequity, shall have the right to terminate this Agreement immediately. Failure to terminate this Agreement shall not waive any breach of this Agreement. A waiver of any breach of this Agreement shall not constitute a waiver of any future breaches of this Agreement whether of a similar or dissimilar nature.
- 7.8 **Late Payments.** The County shall pay JLW interest on all undisputed payments hereunder that are not paid when due. Interest shall begin to accrue thirty (30) days after the County's receipt of written notice of nonpayment at the then-current prime rate of interest reported (as of the applicable month for which payment is due) by the Wall Street Journal at <http://www.wsjprimerate.us/> per month until the payment is made, in full. JLW shall provide the County with notice of the date on which the interest shall begin to accrue.
- 7.9 **Funds Appropriation** If funds are not appropriated or otherwise made available to support continuation of performance by Watauga County in the initial or any subsequent fiscal year, Watauga County shall not be subject to cancellation fees, damages or further obligations.

For the subsequent fiscal years this Agreement is in effect, the County has the same option as set forth in the previous paragraph, except it agrees to retain JLW's services pursuant to the terms established in this adopted Agreement on a month to month basis until a final budget is adopted.

#### ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

- 8.1 **Insurance.** During the term of this Agreement, JLW agrees to procure and maintain such policies of general and professional liability and other insurance at minimum levels of no less than: (a) professional liability insurance at a minimum level of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate; (b) comprehensive general liability insurance at a minimum level of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate; and (c) director and officer liability coverage for JLW's directors, officers, trustees and managers in

the minimum amount of \$5,000,000. Such insurance coverage shall cover the acts and omissions of JLW as well as those legally authorized to act on behalf of JLW. JLW agrees to deliver memorandum copies of such policies and provide certificate(s) of additional insured to the County. JLW agrees to give the Sheriff at least thirty (30) days advance notice of any cancellation or material adverse modification of said policies.

8.2 **Lawsuits against the County.** In the event that any lawsuit (whether frivolous or otherwise) is filed against either the County, its employees, its elected officials employees and agents based on or containing allegations concerning the actions or omissions of JLW, each of JLW or its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit; each shall be responsible for their own defense and any judgments rendered against them. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 **Responsibility for Actions and Omissions.** Each of JLW and the County is responsible for its own actions or omissions. Nothing in this Agreement shall be construed as prohibiting any party from seeking indemnity or contribution as appropriate.

The County shall immediately notify JLW of any incident, claim, or lawsuit of which the County becomes aware regarding JLW's obligations under this Agreement, and shall fully cooperate in the defense of such claim, but JLW shall retain sole control of the defense while the action is pending.

#### ARTICLE IX: MISCELLANEOUS

9.1 **Independent Contractor Status.** The parties acknowledge that JLW is an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

9.2 **Assignment and Subcontracting.** JLW shall not assign this Agreement to any other corporation without the express written consent of the County which consent shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve JLW of its independent obligation to provide the services and be bound by the requirements of this Agreement.

- 9.3 **Notice.** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties.

If to the County:

Watauga County Sheriff's Office  
184 Hodges Gap Road  
Boone, NC 28607  
(828) 264-3761

And

Deron Geouque, County Manager  
814 West King Street, Ste. 205  
Boone, NC 28607  
(828) 265-8000

If to JLW:

JLW Enterprises, Inc.  
P. O. Box 1763  
Conover, NC 28613  
(828) 855-6758

- 9.4 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of North Carolina, except specifically otherwise stated.
- 9.5 **Entire Agreement.** This Agreement constitutes the complete understanding and entire agreement between the parties with respect to the terms and conditions set forth herein and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter hereof and supersede all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment, or other written form. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

- 9.6 **Amendment.** This Agreement may be amended or revised only in writing and signed by all parties.
- 9.7 **Waiver of Breach.** The waiver by either party of breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 9.8 **Severability.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- 9.9 **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, hurricane, explosion, war, strike, labor action, terrorism, embargo, government regulation riot, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.
- 9.10 **Liaison.** The County or its designee (so designated in writing by the County) shall be the liaison with JLW.
- 9.11 **JLW Medical Practice Board.** If the Medical Director becomes unable to perform his duties, the JLW Medical Practice board will appoint an interim Medical Director to perform said duties within thirty (30) days, the JLW Medical Practice Board will elect a new medical director (with approval of the Sheriff).

#### ARTICLE X: DEFINITIONS

- 10.1 Elective Medical Care means services and supplies which, if not provided, would not, as determined by JLW's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being.
- 10.2 Emergency Services means medically necessary healthcare services needed to treat or screen for a medical condition manifesting itself by acute symptoms of sufficient severity such that, in the absence of immediate medical attention will result in any of the following:
- a. Placing the health of an individual or with respect to a pregnant woman, the health of the woman and her unborn child, in serious jeopardy;
  - b. Serious impairments to bodily functions; or

- c. Serious dysfunction of any bodily organ or part
- 10.3 Fiscal Year means the twelve months beginning July 1st and ending June 30th.
- 10.4 Medical Care means reasonable and medically necessary medical care, (including services, supplies and screening such as laboratory and radiology), required to be provided or arranged for inmates by JLW under this Agreement and not excluded under applicable law, regulation or ruling. Some medically necessary services are expressly not required to be provided or arranged.
- 10.5 Inmate means an individual under the physical custody and control of the facility. The following individuals are not inmates for purposes of this Agreement: individuals who are for any reason not in the physical custody and control of the facility including, but not limited to, any individuals who do not sleep at the facility at night, individuals assigned to work release, individuals who are temporarily released such as for funerals, escapees, individuals in the custody of any police or penal jurisdictions other than the facility. All determinations about an individual's status as an inmate shall be based on the actual clock time of release or custody, not the calendar day of release or custody.
- 10.6 Primary Correctional Healthcare means medical care, professional medical care, and certain supplies directly provided by JLW. Primary correctional healthcare includes only those certain prescription and non-prescription drugs listed on the Medication Formulary attached hereto as Attachment B. JLW may amend Attachment B upon written notice to County.
- 10.7 Referral Correctional Healthcare means medical care provided by vendors, specialists or facilities, as independent contractors, under arrangement with JLW. Referral Correctional Healthcare includes, but is not limited to, any medical devices, prosthesis, durable medical on the Medication Formulary attached hereto as Attachment B. JLW is not responsible for the actions or omissions of providers of Referral Correctional Healthcare.

*The remainder of this page left intentionally blank.*

IN WITNESS WHEREOF the parties have executed this Agreement in their official capacities with legal authority to do so.

WATAUGA COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
Nathan Miller, Chairman  
Watauga County Board of Commissioners

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

Attest:

\_\_\_\_\_  
Anita Fogle, Clerk to the Board (SEAL)

JLW Enterprises, Inc.

By: \_\_\_\_\_  
Jeffery L. Walker  
President

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

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

\_\_\_\_\_  
Margaret Pierce  
Watauga County Finance Director

## Attachment A:

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group -Continued**

(1982-84=100, unless otherwise noted)

Item and group	Relative importance, December 2012	Unadjusted indexes		Unadjusted percent change to Apr. 2013 from—		Seasonally adjusted percent change from—		
		Mar. 2013	Apr. 2013	Apr. 2012	Mar. 2013	Jan. to Feb.	Feb. to Mar.	Mar. to Apr.
<b>Expenditure category</b>								
Hospital and related services .....	1.781	699.196	694.601	4.0	-0.7	0.7	0.4	-0.6
Recreation <sup>2</sup> .....	5.990	115.386	115.359	.6	.0	.3	-.1	-.1
Video and audio <sup>2</sup> .....	1.897	100.251	100.054	.2	-.2	.2	.1	-.3
Education and communication <sup>2</sup> .....	6.779	135.625	135.230	1.5	-.3	.3	.2	-.2
Education <sup>2</sup> .....	3.281	221.861	221.882	4.1	.0	.3	.3	.3
Educational books and supplies .....	.211	588.670	588.734	6.9	.0	.0	.7	.5
Tuition, other school fees, and childcare .....	3.069	635.979	636.037	3.9	.0	.3	.3	.3
Communication <sup>2</sup> .....	3.499	83.235	82.759	-.9	-.6	.4	.1	-.6
Information and information processing <sup>2</sup> .....	3.350	79.498	79.019	-1.2	-.6	.2	.1	-.6
Telephone services <sup>1,2</sup> .....	2.394	101.878	101.244	-.6	-.6	.0	-.1	-.6
Information technology, hardware and services <sup>5</sup> .....	.957	8.679	8.630	-2.7	-.6	.8	.5	-.7
Personal computers and peripheral equipment <sup>6</sup> .....	.242	58.626	58.133	-8.3	-.8	-.5	-.7	-1.3
Other goods and services .....	3.376	399.265	400.239	1.8	.2	.1	.1	.2
Tobacco and smoking products <sup>1</sup> .....	.805	863.888	869.057	2.6	.6	-.2	-.2	.6
Personal care .....	2.571	214.754	215.041	1.5	.1	.3	.2	.0
Personal care products <sup>1</sup> .....	.646	162.720	162.017	-.7	-.4	.1	1.2	-.4
Personal care services <sup>1</sup> .....	.633	237.730	238.253	1.9	.2	.1	.2	.2
Miscellaneous personal services .....	1.086	379.881	381.239	2.9	.4	.6	.1	.1
<b>Commodity and service group</b>								
Commodities .....	39.680	189.286	188.513	-.8	-.4	1.3	-.7	-1.2
Food and beverages .....	15.261	236.267	236.761	1.6	.2	.1	.1	.2
Commodities less food and beverages .....	24.419	164.031	162.746	-2.2	-.8	2.1	-1.1	-2.0
Nondurables less food and beverages .....	15.661	216.959	214.148	-3.0	-1.3	3.1	-1.8	-3.1
Apparel .....	3.564	128.279	128.861	.3	.5	-.1	-1.0	-.3
Nondurables less food, beverages, and apparel .....	12.097	277.105	272.136	-4.0	-1.8	4.0	-1.9	-4.0
Durables .....	8.759	112.269	112.460	-.7	.2	.0	.0	.0
Services .....	60.320	275.994	276.268	2.4	.1	.3	.2	.1
Rent of shelter <sup>4</sup> .....	31.327	272.227	272.601	2.2	.1	.2	.2	.2
Tenants' and household insurance <sup>1,2</sup> .....	.354	135.436	134.017	2.4	-1.0	1.1	.0	-1.0
Energy services <sup>3</sup> .....	3.767	188.856	190.669	2.6	1.0	.5	-.2	1.4
Water and sewer and trash collection services <sup>2</sup> .....	1.201	195.981	196.319	4.7	.2	.3	.4	.2
Household operations <sup>1,2</sup> .....	.730	156.992	156.421	.9	-.4	.2	.2	-.4
Transportation services .....	5.848	278.874	279.065	2.5	.1	.1	.2	-.2
Medical care services .....	5.448	452.596	452.083	3.4	-.1	.3	.3	-.1
Other services .....	11.644	327.576	327.216	2.0	-.1	.4	.1	-.1
<b>Special indexes</b>								
All items less food .....	85.688	232.243	231.880	1.0	-.2	.8	-.2	-.5
All items less shelter .....	68.319	224.241	223.774	.5	-.2	.9	-.3	-.6
All items less medical care .....	92.837	223.465	223.229	.9	-.1	.7	-.2	-.4
Commodities less food .....	25.368	166.605	165.355	-2.1	-.8	2.0	-1.1	-1.9
Nondurables less food .....	16.610	218.116	215.460	-2.8	-1.2	2.9	-1.6	-2.9
Nondurables less food and apparel .....	13.046	272.032	267.516	-3.6	-1.7	3.7	-1.7	-3.7
Nondurables .....	30.921	227.540	226.246	-.9	-.6	1.6	-1.0	-1.4
Services less rent of shelter <sup>4</sup> .....	28.993	301.825	301.999	2.5	.1	.4	.1	.1
Services less medical care services .....	54.872	262.602	262.919	2.3	.1	.2	.1	.1
Energy .....	9.561	249.565	244.757	-4.3	-1.9	5.4	-2.6	-4.3
All items less energy .....	90.439	232.889	233.123	1.7	.1	.2	.1	.1
All items less food and energy .....	76.127	233.052	233.236	1.7	.1	.2	.1	.1
Commodities less food and energy commodities .....	19.574	147.717	147.992	-.1	.2	.0	-.1	.0
Energy commodities .....	5.795	324.016	312.270	-8.1	-3.6	8.6	-4.1	-7.9
Services less energy services .....	56.553	284.834	284.954	2.3	.0	.2	.2	.1
Purchasing power of the consumer dollar (1982-84=\$1.00) .....	-	\$ .430	\$ .430	-	-	-	-	-
Purchasing power of the consumer dollar (1967=\$1.00) .....	-	\$ .143	\$ .144	-	-	-	-	-

<sup>1</sup> Not seasonally adjusted.<sup>2</sup> Indexes on a December 1997=100 base.<sup>3</sup> This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.<sup>4</sup> Indexes on a December 1982=100 base.<sup>5</sup> Indexes on a December 1988=100 base.<sup>6</sup> Indexes on a December 2007=100 base.

- Data not available.

NOTE: Index applies to a month as a whole, not to any specific date.

## Attachment B:

4X4 GAUZE SPONGES 200  
 ACETAMINOPHEN  
 ACYCLOVIR  
 ALCOHOL PREP PADS DUKAL  
 ALLOPURINOL  
 AMITRIPTYLIN  
 AMLODIPINE BESYLATE  
 AMOXICILLIN  
 AMOXICILLIN/CLAV  
 ARTHR PAIN REL  
 ASPIRIN  
 ATENOLOL  
 AZITHROMYCIN  
 AZO-CRANBERRY  
 BENZTROPINE  
 BUPROPION HCL  
 CARBAMAZEPIN  
 CARBAMAZEPINE ER  
 CEPHALEXIN  
 CHLORPHENIRAMINE  
 CHLORPROMAZ  
 CIPROFLOXACIN HCL  
 CITALOPRAM  
 CLINDAMYCIN HCL  
 CLONIDINE  


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 CLOPIDOGREL BIS  
 CONFORMING GAUZE 3 IN N/S  
 CYCLOBENZAPR  
 DEPO-MEDROL  
 DICYCLOMINE  
 DIPHENHYDRAM  
 DIVALPROEX  
 DOCUSATE SODIUM  
 DOXAZOSIN  
 DOXYCYCLINE MONOHD  
 EAR DROPS EARWAX AID  
 FLUCONAZOLE  
 FLUOXETINE HCL  
 GABAPENTIN  
 GLIPIZIDE  
 GNP ENEMA  
 HALOPERIDOL

HERNIA BELT-LARGE  
 HUMULIN 70/30 INS  
 HUMULIN R  
 HYDROCHLOROTHIAZIDE  
 HYDROXYZINE PAM  
 IBUPROFEN  
 INDOMETHACIN  
 IODOFORM PACKING STRIP  
 ISONIAZID  
 ISOSORBIDE MONO ER 60MG  
 KETOCONAZOLE  
 KLOR-CON 16  
 LAMOTRIGINE  
 LANTUS  
 LEVAQUIN  
 LEVETIRACETA  
 LEVOFLOXACIN  
 LEVOTHYROXIN  
 LIDOCAINE  
 LISINAPRIL  
 LISINAPRIL-HYDROCHLOROTHIAZIDE  
 LITHIUM CARB  
 LORATADINE  
 LORAZEPAM  
 LUBRIFRESH P.M. OPTH OINT  


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 MAPAP  
 MELOXICAM  
 METFORMIN HCL  
 METOPROL TAR  
 METOPROLOL SUCC  
 METOPROLOL TARTRATE  
 METRONIDAZOLE  
 MIRTAZAPINE  
 MUCINEX  
 NAPROXEN  
 NAPROXEN SOD  
 NEOMYCIN  
 NITROFUR (MACRODANTIN  
 OLANZAPINE  
 OMEPRAZOLE  
 ORASOL GEL 20%  
 PANTOPRAZOLE SODIUM

PAROXETINE  
 PAROXETINE HCL  
 PENICILLIN V POTASSIUM  
 PENICILLIN VK  
 PHENYTOIN SOD EXT  
 PRAVASTATIN SODIUM  
 PREDNISONE  
 PRENATAL  
 PROMETHAZINE  
 PROPRANOLOL  
 RANITIDINE  
 RISPERIDONE  
 SELENIUM SUL  
 SELSUN BLUE MEDICATED  
 SENNA S  
 SERTRALINE HCL  
 SHARPS CONTAINER MED CART  
 SMZ-TMP DS  
 STOMACHESIVE  
 STRATTERA  
 SUCRALFATE  
 TAPE PAPER 1 X10YDDUKAL  
 TEGADERM FILM 2-3/8"X2-3/4"  
 THEREMS M  
 THIAMINE HCL  


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 TRAMADOL HCL  
 TRAZODONE  
 TRIAMCINOLONE ACET  
 TRUETRACK STRIPS  
 VENLAFAXINE XR  
 VITAMIN B-6

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**AGENDA ITEM 11:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***E. Proposed Paving Agreement with the NC Department of Transportation for the Boone Rural Fire Department***

**MANAGER'S COMMENTS:**

The Boone Rural Fire Department has completed a new fire station. NCDOT has discretionary funds to assist Fire Departments in providing driveway connections. In order to be eligible the County and the Boone Rural Fire Department must approve the Reimbursable Agreement. The maximum amount eligible for reimbursement is \$25,000 with any additional amount over that to be covered by the Boone Rural Fire Department.

Board action is requested to approve the agreement as presented.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE  
SECONDARY ROADS AGREEMENT**

WATAUGA COUNTY

DATE: 12/19/2013

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

WBS Element: 11C.095095

COUNTY OF WATAUGA

AND

BOONE RURAL FIRE DISTRICT

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the County of Watauga, hereinafter referred to as the "County" and Boone Rural Fire District, hereinafter referred to as the "Fire District".

**WITNESSETH:**

WHEREAS, the parties have agreed to make certain improvements within the County under WBS Element 11C.095095 in Watauga County in accordance with the plans and specifications approved by the Department; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-66.3, Section 136-18 (24) and (27), Section 20-169, Section 160A-296 and Section 297, to participate in the planning and construction of the Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

WHEREAS, the Department, County and the Fire District have agreed that the jurisdictional limits of the Parties, as of the date of the awarding of the contract for the construction of the above-mentioned Project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and,

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

### **SCOPE OF PROJECT**

1. The Project consists of paving the entrance to the bay doors for the new Boone Rural Fire District Station located on SR 1514 (Bamboo Road) in Watauga County, (hereinafter the "Project").

### **PROCUREMENT OF SPECIALIZED SERVICES**

2. If the County and/or the Fire District causes the professional engineering services required by this Agreement to be performed by contracting with a private engineering firm and seeks reimbursement for said services under this agreement, it is agreed as follows:
  - A. The County and/or the Fire District shall ensure that an engineering firm is obtained through an equitable selection process and that prescribed work is properly accomplished in a timely manner, at a just and reasonable cost.
  - B. The County and/or the Fire District, when procuring architectural, professional and engineering services, must adhere to North Carolina Department of Transportation Policies and Procedures for Major Professional or Specialized Services Contracts. This policy conforms to N.C.G.S. 143-64, Parts 31 and 32.
  - C. The County and/or the Fire District shall submit all professional services contract proposals to the Department for review and approval prior to execution of the professional services contract by the County and/or the Fire District. In the event that the professional services contract proposal (engineering) exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch. A pre-negotiation audit of a contract under \$30,000 will be performed by the Department's External Audit Branch if the County and/or the Fire District request it.
  - D. Reimbursement for construction administration costs cannot exceed fifteen percent (15%) of the actual construction contract cost. This applies to private engineering firms and/or work

performed by the County and/or the Fire District. If the County and/or the Fire District elect to procure a private consulting firm to conduct Project administration, the County and/or the Fire District shall be responsible for submitting the consulting firm's proposal to the Division Engineer for review and approval. The County, and/or the Fire District and/or its agent, shall perform Project administration in accordance with all Departmental policies and procedures.

- E. All work shall be prepared and submitted using computer software and applications approved by the Department and compatible with departmental equipment and programs.
- F. Small Professional and Engineering Services Requirements: Any contract entered into with another party to perform work associated with the requirements of this agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the NC Board of Transportation. These provisions are incorporated into this Agreement by reference [www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html](http://www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html)
  - The County and/or the Fire District shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
  - If the County and/or the Fire District fail to comply with these requirements, the Department will withhold funding until these requirements are met.

## PLANNING AND DESIGN

- 3. The County, and/or the Fire District and/or its consultant, shall prepare the environmental and/or planning document and obtain any environmental permits needed for the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.
- 4. The County and/or the Fire District shall design and prepare the plans and specifications for the Project, in accordance with the Department's standard practices, regulations and guidelines for transportation improvements. The Department shall review and approve Project plans and specifications.

## UTILITIES

5. The County and/or the Fire District, without any cost or liability whatsoever to the Department, shall relocate and adjust all utilities in conflict with the Project. All utility work shall be performed in a manner satisfactory to and in conformance with rules and regulations of the Department prior to the County and/or the Fire District beginning construction of the Project. The County and/or the Fire District shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits of the Project, whichever is greater, regardless of ownership of the connections or services. Any encroachment agreement and/or permits required for the Project must be obtained from the Division Office. All work shall be performed in accordance with the Department's approved Utility Relocation Policy and standard procedures for utility improvements.

## RIGHT OF WAY

6. The County and/or the Fire District, at no expense or liability whatsoever to the Department, shall be responsible for acquiring any needed right of way and/or permanent easements required for said Project. If the Project is not to be constructed within the existing right of way, the County and/or the Fire District will be responsible for any additional right of way or easements. Acquisition of right of way shall be accomplished in accordance with applicable policies, guidelines, statutes and the North Carolina Department of Transportation Right of Way Manual.

The County and/or the Fire District shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The County and/or the Fire District shall indemnify and save harmless the Department from any and all claims for damages that might arise on account of said right of way acquisition, and construction easements for the construction of said Project.

## CONSTRUCTION

7. The County and/or the Fire District shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The County and/or the Fire District shall enter into and shall administer the construction contract for said Project and the procedures set out herein below shall be followed:

- A. Prior to advertising the Project for construction bids, the County and/or the Fire District or its agents, shall submit for approval by the Department, the final construction plans, the total contract proposal, and an estimate of the Project costs to the Division Engineer. Bids received along with proper documentation of Municipal approval shall be submitted to the Division Engineer for review and approval by the Department prior to the contract being awarded by the County and/or the Fire District. Upon award of the Project, the County and/or the Fire District shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.
- B. The County and/or the Fire District shall follow Department regulations, and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. The County and/or the Fire District shall not enter into any contractual agreement for any phase of the Project without prior written approval from the Department.
- C. The construction engineering and supervision will be furnished by the County and/or the Fire District. Said work shall be accomplished in accordance with terms set out in Provision #2 of this Agreement.
- D. The Department's Division Engineer shall have the right to inspect, sample, test, and approve or reject any portion of the Project being performed by the County and/or the Fire District or the County's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the County and/or the Fire District with any forms that may be needed in order to follow standard Departmental practices and procedures in the administration and performance of the contract.
- E. The County and/or the Fire District shall sample and test all materials in reasonable close conformity with the Department's Guide for Process Control and Acceptance Sampling and Testing. The Division Engineer shall be provided a copy of the testing results.
- F. During construction of the Project, if any changes in the plans are necessary, such changes must be approved by the Division Engineer prior to the work being performed.
- G. All materials incorporated in the Project and workmanship performed by the contractor shall be in reasonable close conformity with the Standards and Specifications of the Department.
- H. Upon completion of the Project, the County and/or the Fire District shall furnish the Division Engineer with complete sets of "Plan of Record" and/or "As Built" plans as requested.

- I. Prior to the final acceptance and payment by the Department, the Division Engineer shall make a final inspection of the completed work. The Division Engineer will be responsible for final acceptance of the completed work on behalf of the Department.
- J. During construction of the Project, the County and/or the Fire District shall provide and maintain adequate barricades, signs, signal lights, flagmen, and other warning devices for the protection of traffic in conformation with standards and specifications of the Department and the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Federal Highway Administration.
- K. In the event the Project is not let to contract within six (6) months after receiving final approval of construction plans and proposals from the Department, the County and/or the Fire District shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.
- L. The County and/or the Fire District shall complete construction of the Project, in accordance with the terms of this Agreement within one year(s) of execution of this Agreement. If the County and/or the Fire District has not completed its responsibilities to the satisfaction of the Department, including satisfactory progress of the various phases of the Project, the unexpended balance of funds may be recalled by the Department and assigned to other Projects by the Board of Transportation and the County and/or the Fire District shall reimburse costs incurred by the Department associated with the Project.

## CONSTRUCTION SUBCONTRACTOR GUIDELINES

- 8. Any construction contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Minority Businesses and Women Businesses as required by GS 136-28.4 and the North Carolina Administrative Code.
  - A. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at [www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html](http://www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html)

- B. No advertisement shall be made nor any contract be entered into for services to be performed as part of this Agreement without prior written approval of the advertisement or contents of the contract by the Department.
- C. Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.

## FUNDING

- 9. Subject to compliance by the County and/or the Fire District with the provisions set forth in this Agreement, and the availability of funds, the Department shall participate in the actual Construction costs up to a maximum amount of \$25,000 (estimated costs are \$25,000). Costs which exceed this amount shall be borne by the County and/or the Fire District. Reimbursement to the County and/or the Fire District shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.
  - A. The County and/or the Fire District may bill the Department for actual costs by submitting an itemized invoice and requested documentation to the Department. Reimbursement shall be made upon completion. By submittal of said invoice, the County and/or the Fire District certifies that it has adhered to all applicable state laws and regulations as set forth in this Agreement.
  - B. Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process. Written approval from the Division Engineer is required prior to the use of force account by the County and/or the Fire District. Said invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in Office of Management and Budget (OMB) Circular A-87 ([www.whitehouse.gov/omb/circulars/a087/a087.html](http://www.whitehouse.gov/omb/circulars/a087/a087.html)). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the County and/or the Fire District or its Project partners. Reimbursement rates for equipment owned by the County and/or the Fire District or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.
  - C. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" ([www.whitehouse.gov/omb/circulars/a133/a133.html](http://www.whitehouse.gov/omb/circulars/a133/a133.html)) dated June 27, 2003, the County and/or the Fire District shall arrange for an annual independent financial

and compliance audit of its fiscal operations. The County and/or the Fire District shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the County's and/or the Fire District's fiscal year ends.

- D. The County and/or the Fire District shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the County and/or the Fire District shall make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of final payment under this Agreement, for inspection and audit by the Department's Fiscal Section.
- E. The County and/or the Fire District agree that it shall bear all costs for which it is unable to substantiate actual costs.
- F. Failure on the part of the County and/or the Fire District to comply with any of these provisions will be grounds for the Department to terminate participation in the costs of the Project.
- G. All invoices associated with the Project must be submitted within six months of the completion of the Project to be eligible for reimbursement by the Department.
- H. The Project must progress in a satisfactory manner as determined by the Department. If the Project does not remain active, the Department reserves the right to de-obligate said funding.
- I. The expenses incurred by the Department for reviews, approvals, inspections and other tasks set forth in this Agreement are an eligible Project cost and charged to allocated Project funding.

## TRAFFIC

- 10. All traffic operating controls and devices shall be established, enforced, and installed in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and maintained and controlled by the Department upon completion of the Project.

## MAINTENANCE

11. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

## ADDITIONAL PROVISIONS

12. The County shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
13. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
14. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this Agreement, the County certifies, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
15. Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.
16. The County and/or the Fire District shall certify to the Department compliance with all applicable State laws and regulations and ordinances and shall indemnify the Department against any fines, assessments or other penalties resulting from noncompliance by the County and/or the Fire District or any entity performing work under contract with the County and/or the Fire District.
17. The County and/or the Fire District are solely responsible for all agreements, contracts, and work orders entered into or issued by the County and/or the Fire District for this Project. The Department is not responsible, for any expenses or obligations incurred for the Project except

those specifically eligible in the terms of this Agreement. However, at no time shall the Department reimburse the County costs which exceed the total funding for this Project.

18. The County and/or the Fire District will indemnify and hold harmless the Department and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability in connection with the Project activities performed pursuant to this Agreement including construction of the Project. The Department shall not be responsible for any damages claims, which may be initiated by third parties.
19. The Department must approve any assignment or transfer of the responsibilities of the County and/or the Fire District set forth in this Agreement to other parties or entities.
20. If the County and/or the Fire District decide to terminate the Project without the concurrence of the Department, the County shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project. Any notification of termination of this Project shall be in writing to the other party. Reimbursement to the Department shall be made in one lump sum payment within sixty (60) days of billing. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with G.S. 147-86.23 and G.S. 105-241.21.
21. In compliance with state policy, the County and/or the Fire District, and/or its agent, including all contractors, subcontractors, or sub-recipients shall have a Conflict of Interest Policy and adhere to the Department's Women Business Enterprise (WBE) and Minority Business Enterprise (MBE) policy which requires goals to be set and participation to be reported, as more fully described in the Subcontractor Guidelines section of this Agreement.
22. All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.
23. "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and

Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor.)

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the County and/or the Fire District.

IN WITNESS WHEREOF, this Agreement has been executed, in triplicate, the day and year heretofore set out, on the part of the Department, County and the Fire District by authority duly given.

L.S. ATTEST:

COUNTY OF WATAUGA

BY: \_\_\_\_\_

BY: Dem George

TITLE: \_\_\_\_\_

TITLE: County Manager

DATE: \_\_\_\_\_

DATE: 2/27/2014

"N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_  
Remittance Address:

County of Watauga

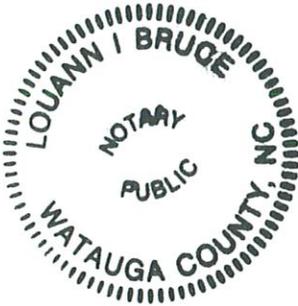
\_\_\_\_\_  
\_\_\_\_\_

L.S. ATTEST:

LOUANN I. BRUCE  
BY: Louann I. Bruce  
TITLE: NC Notary Public  
DATE: 2/26/2014

*My Commission expires:  
Aug. 10, 2018*

(SEAL)



BOONE RURAL FIRE DISTRICT

BY: [Signature]  
TITLE: Chairman  
DATE: 2/26/14

Federal Tax Id. Number: 56-6001185  
Boone Rural Fire District

Remittance Address:  
Boone Rural Fire District  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_

**AGENDA ITEM 11:****MISCELLANEOUS ADMINISTRATIVE MATTERS*****F. Boards & Commissions*****MANAGER'S COMMENTS:****Watauga County Tourism Development Authority**

The terms of Matthew Vincent and Connie Baird expire February 2014 on the Watauga County Tourism Development Authority. Also, Sonya Garland has resigned from her seat due to time constraints. Therefore, there are three seats available; one to fill an unexpired term for a two year term and two for three year terms.

Both, Mr. Vincent and Ms. Baird have submitted volunteer applications and are willing to continue to serve if so reappointed. Volunteer applications were also received by Greg Tarbutton, William Leonard, and Steve Tatum; each of whom has expressed interest in serving.

The above are second readings with the exception of Mr. Tatum, which is a first reading. The Board of Commissioners will also need to appoint the Chairman of the TDA Board.

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

Ms. Julie Wiggins, Regional Ombudsman with High Country Council of Governments' Area Agency on Aging, requests that Ms. Pat Taylor and Ms. Angelina Greene each be reappointed to the Watauga County Adult Care Home Community Advisory Committee for three-year terms.

This is a second reading and, therefore, action may be taken if so desired.

## Volunteer Application Watauga County Boards And Commissions

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

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

Name: Matt Vincent

Home Address: 143 Stanley Drive

City: Blowing Rock Zip: 28605

Telephone: (H) \_\_\_\_\_ (W) 8282950707 (Fax) \_\_\_\_\_

Email: mvincent.vpc@gmail.com

Place of Employment: VPC Builders, LLC.

Job Title: Owner

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

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

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

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

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

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

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

1.
2.
3.

Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

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

Work  
Experience:

Realtor since 2004  
Owns VPC Builders

Volunteer  
Experience:

Watauga County TDA Chair  
2013 High Country Home Builders President  
Currently on High Country Home Builders board

Other  
Experience:

Other  
Comments:

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



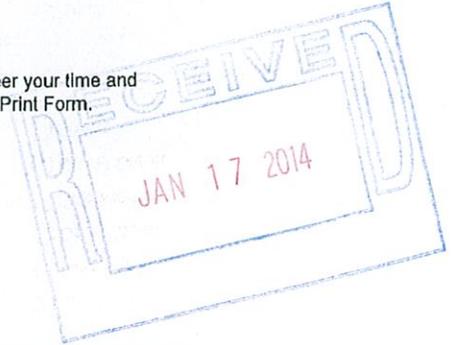
Date: \_\_\_\_\_

2/4/14

### Volunteer Application Watauga County Boards And Commissions

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



Name: CONNIE BAIRD  
Home Address: 175 BAIRDS DR BOONE NC 28607 (Physical Address)  
City: P.O. BOX 610 BLOWING ROCK Zip: 28605 (mailing address)  
Telephone: (H) 828 265 2632 (W) SAME (Fax) 828 265 1552  
Email: conniebaird@gmail.com  
Place of Employment: SELF EMPLOYED REALTOR PROPERTY MANAGER OF VACATION RENTAL  
Job Title: OWNER BAIRD INVESTMENTS INC

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

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

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

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

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

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

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

1. Watauga County Tourism Development Authority
2.
3.

Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

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

Work  
Experience:

REALTOR IN THE HIGH COUNTRY 27 YEARS THIS JULY. VACATION RENTALS SINCE 2006

my husband AND I developed pieces of LAND to promote VACATION RENTALS THAT we built AS WELL AS OTHERS IN CREEK CROSSING. I HAVE ALSO WORKED WITH COMMERCIAL REAL ESTATE AS WELL.

1974 FIRST SALES EXPERIENCE WITH HOLIDAY INN TRAVEL IN WINSTON SALEM. WORKED WITH BUSINESSES & GROUP SALES AT HOLIDAY INN AIRPORT

Volunteer  
Experience:

ClimateStoppers - Boone 1991

Blowing Rock Stage Company 1992 or 93 FOR ALMOST 10 YEARS  
Served as President of this ORGANIZATION

PRESIDENT OF OUR LOCAL ASSOCIATION OF REALTORS 1993

STATE LOCAL DIRECTOR WITH NCAR IN THE 80'S

SERVED AS PRIMARY FUNDRAISER FOR GREEN VALLEY SCHOOL for 4 yrs. while daughter was in school. Food, silent Auction, & FUNDS TO PAY FOR EVENT

ON BOARD OF DIRECTORS AS PRESIDENT FOR THE HAYES CENTER IN BLOWING ROCK

Other  
Experience:

BECAUSE I HAVE BEEN INVOLVED WITH TOURIST DRIVEN NON PROFITS, I FEEL I BRING A LOT TO THE TABLE TO HELP OUR AREA. WE ARE STAGNANT RIGHT NOW & WE ARE AGGRESSIVELY TRYING TO MARKET OUR AREA. WE ARE LISTENING TO THE EXPERTS AND THE BOARD IS MOVING IN A GREAT DIRECTION TO ATTRACT PEOPLE TO THE HIGH COUNTRY.

Other  
Comments:

I HAVE SERVED ON THE TDA FOR THE PAST 3 YRS. I HAVE TRIED TO WORK FOR THE PEOPLE THAT PAY THIS TAX & TRY TO PROMOTE TOURISM & BUSINESS TRAVEL TO OUR AREA AS THE STATUTE STIPULATES. WE ARE FINALLY GETTING OUR MARKETING PLANS IMPLEMENTED, ROCKY KNOB FINISHED, & WEB SITE OVERTHAULED. WE

ARE ALL EXCITED TO SEE HOW THIS POSITIVE WORK IS GOING TO WORK OUT FOR BOONE & THE HIGH COUNTRY. I WOULD LOVE TO BE CONSIDERED FOR ANOTHER TERM.

Signature: Cynthia R. Law

Date: 1/15/14



500 Main Street  
Blowing Rock , N.C.  
28605

To Whom it may concern:

Please find my enclosed application for the Tourism Development Authority.  
I appreciate your consideration.

A handwritten signature in black ink, appearing to read 'Greg Tarbutton'.

Sincerely  
Greg Tarbutton  
Partner/ Field and Stream Director  
Chetola Resort

### Volunteer Application Watauga County Boards And Commissions

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

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

Name: Greg Tarbutton

Home Address: 168 Little Harbor Court

City: Vilas Zip: 28692

Telephone: (H) 828-297-1514 (W) 828-295-5500 (Fax) \_\_\_\_\_

Email: gtarbutton@chetola.com

Place of Employment: Chetola Resort

Job Title: Partner

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

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

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

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

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

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

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

1. Watauga County Tourism Development Authority
2. Watauga County Tourism Development Authority
3. Watauga County Tourism Development Authority

Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

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

Work  
Experience:

Owner operator Keystone apartments a 184 unit section 8 apartment complex in Jonesboro Georgia . Joined Chetola resort as a partner in 2009 .

Volunteer  
Experience:

5 years legislative affairs director Southeastern Affordable Housing Management Association . Founder Jonesboro Lighthouse a community center serving the section 8 community with learn to earn programs for children , job interviewing and dressing for success programs for adults . 9 years junior high school teacher Newnan Presbyterian Church

Other  
Experience:

2003/2006 Coweta County Commissioner 2006 County Commission Chairman  
2004 Graduate University of Georgia Carl Vinson Institute of Economic Development  
2007 Graduate C.S. Lewis Institute

Other  
Comments:

I ran for the Commission because the towns of Moreland , Sharpsburg , Grantville and Newnan were all working in different directions and the county was working in another . This was a major problem as the city of Atlanta and DeKalb was pulling all the economic life out of the counties south of Atlanta . I sponsored the legislation which consolidated all the competing economic development authorities and secured the votes for it's passage . Currently it appears that Watauga County is in a similar situation , by that I mean we are currently competing with Gallinburg , Asheville for tourist dollars . They like the city of Atlanta have more resources which makes it critical that all the various entities in Watauga work together for the tourist dollars . I would like the opportunity to serve on the Tourism Development Authority to help Watauga acquire a larger share of the tourism dollars that come to North Carolina .

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



Date: 1/27/14

### Volunteer Application Watauga County Boards And Commissions

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

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



Name: William Leonard  
Home Address: 600 Near Sawyer  
City: Doone Zip: 28604  
Telephone: (H) 828 963 4663 (W) 828 898 9786 (Fax) 828 898 6343  
Email: bill@skicountrysports.com  
Place of Employment: Banner Elk Sports Inc  
Job Title: President

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

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

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

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

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

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

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

1. Watauga County Tourism Development Authority
2.
3.

Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

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

Work  
Experience:

Owner of:  
Ski Country Sports  
1st Tracks Ski and Snowboard  
High Mountain Expeditions  
Extreme Ski and Snowboard  
Sugar Mountain Resort Accommodations, (sold)

Volunteer  
Experience:

Banner Elk Chamber of Commerce, Board, President  
High Country Host, Board, President  
Watauga County EDC

Other  
Experience:

Other  
Comments:

I have been involved in the travel business in the high country since 1978. I do believe that I have the experience to make a contribution to the Watauga County TDA.

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



Date: 2/17/14



Volunteer Application  
Watauga County Boards And Commissions  
(Continued)

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

Work  
Experience:

Member Foscoe Community Council

Volunteer  
Experience:

Board of Directors Sleepy Hollow POA / Past President Sleepy Hollow POA / Member of National Ski Patrol 27 years

Other  
Experience:

Owner of Tatum Galleries Inc. 30 years / Owner Grandfather Vineyard & Winery opened 2011

Other  
Comments:

I feel that I could contribute in a positive way to the Watauga County Tourism Development Authority as both of my businesses are very tourist oriented.

Signature: Stephe D. Tate

Date: 2/25/14



January 27, 2014

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

**Robert L. Johnson**  
*Chairman of the Board*

**Gary D. Blevins**  
*Vice Chairman*

**Brenda Lyerly**  
*Secretary*

**Danny McIntosh**  
*Treasurer*

**Rick Herndon**  
*Executive Director*

Dear Ms. Fogle,

The term of appointment of Ms. Patricia Taylor to the Watauga County Adult Care Home Community Advisory Committee will expire March 1, 2014. She has indicated her desire to be reappointed for an additional three-year term.

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

Sincerely,

Julie Wiggins  
Regional Ombudsman

Enclosure

468 New Market Blvd.  
Boone, NC 28607

Phone: 828-265-5434  
Fax: 828-265-5439  
TTY: 1-800-735-2962  
Voice: 1-800-735-8262

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

RENOMINATION FORM

LONG TERM CARE  
COMMUNITY ADVISORY COMMITTEE

Nominee Background Information

Name Patricia "Pat" Taylor

Home Address 1190 Fairway Drive Phone (828) 264-4193

Boone, NC Zip Code 28607

Business Address 163 Shadowline Drive Phone (W)(828) 264-1006

Boone, NC Zip Code 28607

Email Address tay928@bellsouth.net

Occupation Marketing and Resident Services Director

Number of hours available per month for this position 2-4 hours

Education: Associates Degrees in Arts

Business and civic experience and skills Member of Sunrise Rotary Have had my position for 26+ years Member of Mt Vernon Church

Areas of expertise and interest/skills I enjoy working with seniors/people in general. Always available to any one on my personal cell phone

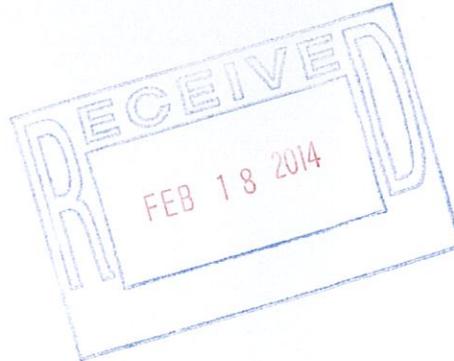
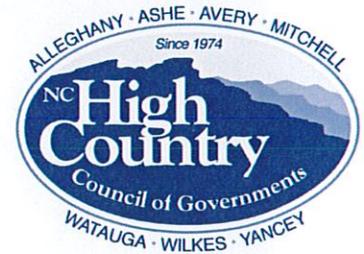
THE FOLLOWING PERSONS ARE EXCLUDED BY LEGISLATION FROM SERVING ON THE COMMITTEE:

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

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

Patricia Taylor Pat Taylor Date 1-20-14  
Signature of Applicant

Nomination form submitted by Julio Wiggins, Ombudsman  
Name



February 14, 2014

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

**Robert L. Johnson**  
*Chairman of the Board*

**Gary D. Blevins**  
*Vice-Chairman*

**Brenda Lyerly**  
*Secretary*

**Danny McIntosh**  
*Treasurer*

**Rick Herndon**  
*Executive Director*

Dear Ms. Fogle,

The term of appointment of Ms. Angelina Greene to the Watauga County Adult Care Home Community Advisory Committee will expire March 1, 2014. She has indicated her desire to be reappointed for an additional three-year term.

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

Sincerely,

Julie Wiggins  
Regional Ombudsman

Enclosure

468 New Market Blvd.  
Boone, NC 28607

Phone: 828-265-5434  
Fax: 828-265-5439  
TTY: 1-800-735-2962  
Voice: 1-800-735-8262

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

RENOMINATION FORM

LONG TERM CARE  
COMMUNITY ADVISORY COMMITTEE

Nominee Background Information

Name Angelina Greene

Home Address 1795 Greenway Road Phone(H) 878-264-8021  
Boone, NC Zip Code 28607

Business Address N/A Phone (W) N/A  
Zip Code N/A

Email Address N/A

Occupation Housewife

Number of hours available per month for this position Whatever would be needed

Education 8th Grade

Business and civic experience and skills Served on this committee over 20 years - Does visitation and food drives for community groups - Outreach community worker for church groups -

Areas of expertise and interest/skills Weekly visits to Deerfield Ridge to interact with residents. Each year - does Christmas shopping for all residents at Mountain Care Rest home and selected ones at Deerfield Ridge. Gives of her personal time freely for residents at both localities.

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

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

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

Angelina Greene Date 1-27-14  
Signature of Applicant

Nomination form submitted by Julie Wiggins, Area Agency on Aging  
Name

## **AGENDA ITEM 11:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

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

Save the date: Cooperative Extension invites you to attend the Small Farms Week kickoff event on Monday, March 24, 2014, at the Boone United Methodist Church. Watauga County is hosting the event as Bill Moretz, local apple grower and former Farmer's Market president, was the recipient of this prestigious award in 2013. The event, which will welcome more than 200 small farmers and Extension agents from across the state, begins at 9:30 A.M. NC A&T State University faculty member, Dr. Manny Reyes, will be the keynote speaker. Breakout sessions on technical topics will follow and lunch will be served around noon.

The dedication of the Highway 421 Bridge in honor of fallen Deputy William R. Mast, Jr. will be March 25, 2014 at 10:00 AM. Per the family's request, there will be a small ceremony with opening remarks, invocation, presentation of colors, bridge dedication, unveiling of the sign, and closing remarks.

The Board will need to schedule two budget work sessions for the County's annual budget process. Current dates for Board consideration are May 8<sup>th</sup>, 3:00 PM to 7:00 PM, May 13<sup>th</sup>, 4:00 PM to 7:00 PM, May 15<sup>th</sup>, 3:00 PM to 7:00 PM, and May 16<sup>th</sup> 4:00 PM to 7:00 PM.

The North Carolina Association of County Commissioners will be holding district meetings across the State in March and April with the meeting for our district being on April 3, 2014 in Catawba County. If you wish to attend, please see Anita who will be happy to RSVP for you. Please click on the following link to view a short introduction to the District Meetings: <http://www.youtube.com/watch?v=eDbhnmXySA&feature=youtu.be>

Save the date: The Watauga County Economic Development Commission and Appalachian State University will hold an Economic Summit on Tuesday, April 8, 2014, at the Holmes Convocation Center from 8:00 A.M. to 1:30 P.M.

**AGENDA ITEM 12:**

**PUBLIC COMMENT**

**AGENDA ITEM 13:**

**BREAK**

**AGENDA ITEM 14:**

**CLOSED SESSION**

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