

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

**TUESDAY, MAY 17, 2016
5:30 P.M.**

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

TIME	#	TOPIC	PRESENTER	PAGE
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: May 3, 2016, Regular Meeting May 3, 2016, Closed Session May 11, 2016, Special Meeting May 12, 2016, Special Meeting		1
	3	APPROVAL OF THE MAY 17, 2016 AGENDA		11
5:35	4	REQUEST TO SUBMIT FULL APPLICATION TO THE 2017 FEDERAL RECREATIONAL TRAILS PROGRAM	MS. ANNE BROWNING MS. WENDY PATOPRSTY MR. JOE FURMAN	13
5:40	5	BOONE RURAL FIRE SERVICE DISTRICT BUDGET MATTERS	MR. JIMMY ISAACS	15
5:45	6	HOSPITALITY HOUSE BUDGET MATTERS	MS. TINA KRAUSE	17
5:50	7	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2017 PROPOSED BUDGET FOR ECONOMIC DEVELOPMENT	MR. DERON GEOUQUE	19
5:55	8	PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2017 PROPOSED BUDGET	MR. DERON GEOUQUE	21
6:00	9	PROPOSED MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF BEECH MOUNTAIN	MR. JEFF VIRGINIA	25
6:05	10	PROJECT ON AGING PROPOSED ALLOCATION OF PROJECTED FY 2017 HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS	MS. ANGIE BOITNOTTE	29
6:10	11	VEHICLE BID AWARD REQUEST	MR. LARRY WARREN	33
6:15	12	FINANCE MATTERS A. Smoky Mountain Quarterly Report B. FY 2016 Juvenile Crime Prevention Council (JCPC) Budget Revised Funding Allocation	MS. MARGARET PIERCE	41 45
6:20	13	MISCELLANEOUS ADMINISTRATIVE MATTERS A. NCDOT Agreement for Paving at the New Ambulance Base B. Proposed Renewal of ASU Greenhouse Lease C. Boards and Commissions D. Announcements	MR. DERON GEOUQUE	49 61 71 73
6:25	14	PUBLIC COMMENT		76
7:25	15	BREAK		76
7:30	16	CLOSED SESSION Land Acquisition – G. S. 143-318.11(a)(5)(i)		76
7:45	17	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

May 3, 2016, Regular Meeting

May 3, 2016, Closed Session

May 11, 2016, Special Meeting

May 12, 2016, Special Meeting

DRAFT

MINUTES
WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, MAY 3, 2016

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, May 3, 2016, at 8:30 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Jimmy Hodges, Chairman
David Blust, Vice-Chairman
Billy Kennedy, Commissioner
John Welch, Commissioner
Perry Yates, Commissioner
Stacy C. Eggers, IV, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

Chairman Hodges called the meeting to order at 8:30 A.M.

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

APPROVAL OF MINUTES

Chairman Hodges called for additions and/or corrections to the April 5, 2016, closed session minutes and the April 19, 2016, regular meeting and closed session minutes.

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the April 5, 2016, closed session minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the April 19, 2016, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the April 19, 2016, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Hodges called for additions and/or corrections to the May 3, 2016, agenda.

County Manager Geouque requested to add the updated proposed Solicitation Ordinance for consideration after the public hearing for the Sign Ordinance.

Commissioner Kennedy requested to table the Solicitation discussion to allow for it to be printed on an agenda for public view prior to consideration.

After discussion, County Attorney Eggers stated that a vote was required to approve an agenda for the meeting.

Commissioner Yates, seconded by Vice-Chairman Blust, moved to approve the May 3, 2016, agenda as amended.

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

County Manager Geouque asked for clarification as to whether the vote needed to be unanimous to amend the agenda.

County Attorney Eggers stated that, statutorily, a simple majority was required.

SPECIAL RECOGNITION

Chairman Hodges presented a proclamation to Dr. Ken Boham, President of Caldwell Community College and Technical Institute, honoring his service to our community upon his retirement.

CONTINUATION OF THE PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE SIGN ORDINANCE

The public hearing held at the April 19, 2016, Board meeting to allow citizen comment on proposed amendments to the Sign Ordinance was continued as directed.

Chairman Hodges called the public hearing to order at 8:41 A.M.

Mr. Joe Furman reviewed the proposed amendments to the County's Sign Ordinance which were in response to the U.S. Supreme Court case Reed versus the Town of Gilbert, Arizona. Sign regulations must now be content-neutral. It is permissible to regulate size, number, location, and differentiate between temporary and permanent and commercial and residential.

There was no public comment.

Chairman Hodges closed the public hearing at 8:42 A.M.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to adopt the Sign Ordinance as presented.

VOTE: Aye-5
Nay-0

CONSIDERATION OF THE PROPOSED SOLICITATION ORDINANCE

Sheriff Hagaman presented changes to the proposed Solicitation Ordinance as directed at the last Board meeting.

After lengthy discussion, Vice-Chairman Blust, seconded by Chairman Hodges, moved to adopt the Solicitation Ordinance as presented.

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

PLANNING & INSPECTIONS MATTERS

A. Request to Submit Full Application to the 2017 Federal Recreational Trails Program

Mr. Joe Furman stated that the pre-application recently submitted for the Middle Fork Greenway was reviewed by the North Carolina Trails Committee on March 4, 2016, and the County has been invited to submit a full application. The deadline for submission is May 27, 2016. Mr. Furman stated that he may request to submit the full application at the May 17th meeting but was exploring whether waiting one year to apply for a PARTF grant would be more feasible for the project.

Chairman Hodges tabled the item until further notice.

B. Request to Set Transportation Priorities for the High Country RPO

Mr. Furman stated that the High Country RPO had requested the County's priority projects for the Transportation Improvement Program. Mr. Furman presented options for consideration. Mr. Furman stated that the Town of Boone had chosen the Deerfield Road Upgrade option.

After discussion, Commissioner Kennedy, seconded by Commissioner Yates, moved to rank the following projects for Watauga County's submission to the High Country RPO for the Transportation Improvement Program: 1) Hwy 321/421, Bypass to Vilas; 2) Hwy 105, Bypass to Clarks Creek Road; 3) New Bus for AppalCART; 4) Four-laning Hwy 105 Bypass.

VOTE: Aye-5
Nay-0

LANDFILL PAVING BID AWARD REQUEST

Mr. JV Potter, Operations Service Director, presented bids for paving at the landfill facility. Bids were received from the following four vendors: Boone Paving in the amount of \$65,120.00; Moretz Paving in the amount of \$71,460.00; Tri-County Paving in the amount of \$74,947.18; and Maymead in the amount of \$77,372.84. Boone Paving was the lowest responsive bidder in the amount of \$65,120. Mr. Potter stated that adequate funds were budgeted to cover the expenditure.

Commissioner Yates, seconded by Commissioner Welch, moved to award the bid to Boone Paving in the amount of \$65,120 for paving at the landfill facility.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator Larry Warren presented the Tax Collections Report for the month of April 2016. This report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Warren presented the Refunds and Releases Report for April 2016 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the Refunds and Releases Report for April 2016, as presented.

VOTE: Aye-5
Nay-0

C. Unpaid Real Estate Tax Bills

Mr. Warren presented the unpaid real estate tax bills for Board consideration and advertisement.

Commissioner Kennedy, seconded by Vice-Chairman Blust, charged Mr. Warren to advertise the unpaid real estate tax bills for 2015.

VOTE: Aye-5
Nay-0

FINANCE MATTERS

A. Budget Amendments

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

Account #	Description	Debit	Credit
103991-399100	Fund Balance Appropriation		\$411,000
104268-458000	Capital Outlay-Buildings	\$411,000	

The amendment recognized funds for the Anderson Building renovations.

104199-499100	Administrative Contingency		\$100,000
104150-469101	Professional Services-Legal	\$100,000	

The amendment transferred funds for additional expenses above original budget.

293270-312009	Occupancy Tax Revenues		\$355,000
294140-449900	Administrative Fee	\$3,550	
294140-469900	Pay to Watauga County District U TDA	\$351,450	

The amendment recognized additional estimated occupancy tax revenues and commensurate expenses.

103300-343308	NCDOT Enhancement Funds		\$ 30,000
104199-499100	Administrative Contingency		\$42,202
104285-457003	Capital Outlay-Underpass Trail	\$72,202	

The amendment recognized additional grant funds and Board approved changes to the project.

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

VOTE: Aye-5
Nay-0

B. Proposed Sale of Real Property

Ms. Margaret Pierce presented the winning bid for Lot 314 in the Twin Rivers Development. Mr. Francisco Gomes of West Lake Hills, Texas, submitted the high bid in the amount of \$31,100 for the property. The County foreclosed on the property at a cost of \$10,822.26. The Board may accept the bid or reject the bid and repost the property on GovDeals with a minimum bid of \$31,100.

Commissioner Yates, seconded by Commissioner Welch, moved to accept Mr. Francisco Gomes' bid in the amount of \$31,100.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Presentation of the FY 2017 Capital Improvement Plan (CIP)

The County Manager presented the FY 2016-2017 Capital Improvement Plan (CIP) for review prior to discussion during the upcoming budget work sessions.

B. Presentation of the Manager's FY 2017 Recommended Budget

The County Manager presented his Recommended FY 2017 Budget message and reviewed highlights. He announced upcoming budget work sessions scheduled for 12:00 P.M. on Wednesday, May 11, 2016, and 9:00 A.M. on Thursday, May 12, 2016. A public hearing will be held on May 17, 2016, at 5:30 P.M. to allow citizen comment on the proposed budget.

C. Proposed Property & Liability Insurance and Workers Compensation Renewals Request

County Manager Geouque stated that renewal rates for property and liability insurance and workers compensation were as follows: for property and liability the rate is \$178,026, which is a \$12,023 decrease. The rate for workers compensation is \$265,709, which is a 3.96% decrease. Based on prior years claims experience staff recommended continuing the property deductible at \$5,000.

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the renewals for property and liability insurance and workers compensation from the North Carolina Association of County Commissioners (NCACC), in the amount of \$178,026 and \$265,709 respectively.

VOTE: Aye-5
Nay-0

D. Boards and Commissions

County Manager Geouque presented the following considerations for Boards and Commissions:

Watauga County Board of Adjustment

Janet Beck has resigned from the Board of Adjustment. Her 3-year term was set to expire in November. She is an at-large appointee. The Commissioners have the option of appointing someone to finish the term or to make a new 3-year appointment that would expire in November, 2019.

AppalCART Board

Dr. Tim Burwell (Interim Vice Chancellor for Business Affairs) has indicated that Appalachian State University would like him to fill the seat vacated by Greg Lovins on the AppalCART Board. Mr. Craig Hughes, AppalCART Director, has requested Mr. Burwell be appointed.

Commissioner Yates, seconded by Vice-Chairman Blust, moved to waive the second reading and appoint Mr. Burwell to represent Appalachian State University on the AppalCART Board.

VOTE: Aye-5
Nay-0

E. Announcements

County Manager Geouque announced the following:

- Budget work sessions are scheduled for Wednesday, May 11, (12:00 – 6:00 P.M.) and Thursday, May 12, (9:00 A.M. – 12:00 P.M.). Both work sessions will be held in the Commissioners' Board Room.
- The Trustees of Caldwell Community College & Technical Institute invite the Board of Commissioners to a meeting on Wednesday, May 18, 2016, at 6:00 P.M. at the Occupational Training Facility on Hwy 105 Bypass, Boone NC, in Room 106.

PUBLIC COMMENT

Ms. Susan Adams signed to speak; however, she left the meeting prior to public comment.

CLOSED SESSION

At 9:57 A.M., Vice-Chairman Blust, seconded by Commissioner Welch, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6).

[Clerk's Note: An update was given by the County Attorney regarding the recent Board of Adjustment Appeals (Appalachian Materials and Maymead/Hampton) during closed session.]

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to resume the open meeting at 10:18 A.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to adjourn the meeting at 10:18 P.M.

VOTE: Aye-5
Nay-0

Jimmy Hodges, Chairman

ATTEST:
Anita J. Fogle, Clerk to the Board

DRAFT

MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING, WEDNESDAY, MAY 11, 2016

The Watauga County Board of Commissioners held a budget work session on Wednesday, May 11, 2016, in the Commissioners' Board Room, Watauga County Administration Building. Those present were: Chairman Hodges, Vice-Chairman Blust, Commissioner Kennedy, Commissioner Welch, Commissioner Yates, County Manager Geouque, and Finance Director Pierce.

Chairman Hodges called the meeting to order at 12:30 P.M.

County Manager Geouque and Finance Director Pierce reviewed the proposed Fiscal Year 2016-2017 budget for Board discussion.

Chairman Ron Henries, Vice-Chair Brenda Reese, and Member Jay Fenwick; Dr. Scott Elliott, Ly Marze, Dr. Stephen Martin, and Dennis Ray came at 2:30 P.M. to review Watauga County School System budget needs.

The meeting was recessed at 6:15 P.M. until Thursday, May 12, 2016 at 9:00 A.M.

Jimmy Hodges, Chairman

ATTEST:
Deron T. Geouque, County Manager

DRAFT

MINUTES

WATAUGA COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING, THURSDAY, MAY 12, 2016

The Watauga County Board of Commissioners held a budget work session on Thursday, May 12, 2016, in the Commissioners' Board Room, Watauga County Administration Building. Those present were: Chairman Hodges, Vice-Chairman Blust, Commissioner Kennedy, Commissioner Welch, Commissioner Yates, County Manager Geouque, and Finance Director Pierce.

Chairman Hodges called the meeting to order at 9:05 A.M and welcomed the Sheriff and staff: Captain Kelly Redmon and Captain DeeDee Rominger.

County Manager Geouque and Finance Director Pierce continued the review of the proposed Fiscal Year 2016-2017 budget for Board discussion.

The meeting was adjourned at 11:10 A.M.

Jimmy Hodges, Chairman

ATTEST:
Deron T. Geouque, County Manager

AGENDA ITEM 3:

APPROVAL OF THE MAY 17, 2016, AGENDA

Blank Page

AGENDA ITEM 4:
REQUEST TO SUBMIT FULL APPLICATION TO THE 2017 FEDERAL RECREATIONAL TRAILS PROGRAM

At the last Board meeting, staff updated the Board regarding the recently submitted pre-application for the Middle Fork Greenway that was reviewed by the North Carolina Trails Committee on March 4, 2016. The pre-application has been reviewed and the County had been invited to submit a full application. The full application is included in your packets and the deadline for submission is May 27, 2016.

Mr. Furman is still waiting on cost estimates for trail construction that are needed to make the decision of whether to proceed with the Recreation Trails Program grant application. However, the estimates will not be available until Monday, May 16. According to Mr. Furman, the cost estimates may indicate the need to hold off on applying for the grant at this time.

Staff will provide information regarding the next step in the process which may require Board action.

Blank Page

AGENDA ITEM 5:

BOONE RURAL FIRE SERVICE DISTRICT BUDGET MATTERS

MANAGER'S COMMENTS:

Mr. Jimmy Isaacs, Boone Fire Department Chief, will be present to discuss the proposed fire tax rate increase for the Boone Rural Fire Service District.

Blank Page

AGENDA ITEM 6:

HOSPITALITY HOUSE BUDGET MATTERS

MANAGER'S COMMENTS:

Ms. Tina Krause, Hospitality Director, will be present to discuss questions regarding Hospitality operations and services.

Blank Page

AGENDA ITEM 7:

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2017 PROPOSED BUDGET FOR ECONOMIC DEVELOPMENT

MANAGER’S COMMENTS:

A public hearing has been scheduled to allow citizen comment on the Manager's Recommended Economic Development Budget for Fiscal Year 2017. At the conclusion of the public hearing, you may wish to schedule an additional work session to make any changes that you wish prior to staff preparing the budget ordinance for adoption at one of the Board’s June meetings.

Direction from the Board is requested.

PUBLIC HEARING NOTICE

THE WATAUGA COUNTY MANAGER'S RECOMMENDED BUDGET FOR FISCAL YEAR 2016/2017 INCLUDING THE ECONOMIC DEVELOPMENT BUDGET HAS BEEN SUBMITTED TO THE WATAUGA COUNTY BOARD OF COMMISSIONERS AS OF TUESDAY, MAY 3, 2016. A COPY OF THE PROPOSED BUDGET IS AVAILABLE FOR PUBLIC INSPECTION ONLINE AT WWW.WATAUGACOUNTY.ORG; IN THE COUNTY MANAGER'S OFFICE LOCATED IN THE WATAUGA COUNTY ADMINISTRATION BUILDING; AND AT THE PUBLIC LIBRARIES IN BOONE, BLOWING ROCK AND THE WESTERN WATAUGA COMMUNITY CENTER. A PUBLIC HEARING ON THE ECONOMIC DEVELOPMENT PROPOSED BUDGET SHALL BE HELD ON TUESDAY, MAY 17, 2016, AT 5:30 P.M. TO ALLOW PUBLIC COMMENT AT WHICH TIME ANY PERSONS WHO WISH TO BE HEARD ON THIS BUDGET MAY APPEAR. THE BUDGET HEARING WILL BE HELD IN THE COMMISSIONERS' BOARD ROOM LOCATED IN THE WATAUGA COUNTY ADMINISTRATION BUILDING AT 814 WEST KING STREET, BOONE, NORTH CAROLINA. IF YOU HAVE QUESTIONS, PLEASE CALL 265-8000.

JIMMY HODGES
CHAIRMAN

AGENDA ITEM 8:

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE FY 2017 PROPOSED BUDGET

MANAGER’S COMMENTS:

A public hearing has been scheduled to allow citizen comment on the Manager's Recommended Budget for Fiscal Year 2017. Included in your packet are changes that were made during your budget work sessions. The changes include an increase in funding to the Children’s PlayHouse of \$1,233 and \$2,500 to WAMY. At the conclusion of the public hearing, you may wish to schedule an additional work session to make any changes that you wish prior to staff preparing the budget ordinance for adoption at one of the Board’s June meetings.

Direction from the Board is requested.

PUBLIC HEARING NOTICE

THE WATAUGA COUNTY MANAGER'S RECOMMENDED BUDGET FOR FISCAL YEAR 2016/2017 HAS BEEN SUBMITTED TO THE WATAUGA COUNTY BOARD OF COMMISSIONERS AS OF TUESDAY, MAY 3, 2016. A COPY OF THE PROPOSED BUDGET IS AVAILABLE FOR PUBLIC INSPECTION ONLINE AT WWW.WATAUGACOUNTY.ORG; IN THE COUNTY MANAGER'S OFFICE LOCATED IN THE WATAUGA COUNTY ADMINISTRATION BUILDING; AND AT THE PUBLIC LIBRARIES IN BOONE, BLOWING ROCK AND THE WESTERN WATAUGA COMMUNITY CENTER. A PUBLIC HEARING ON THE PROPOSED BUDGET SHALL BE HELD ON TUESDAY, MAY 17, 2016, AT 5:30 P.M. TO ALLOW PUBLIC COMMENT AT WHICH TIME ANY PERSONS WHO WISH TO BE HEARD ON THE BUDGET MAY APPEAR. THE BUDGET HEARING WILL BE HELD IN THE COMMISSIONERS' BOARD ROOM LOCATED IN THE WATAUGA COUNTY ADMINISTRATION BUILDING AT 814 WEST KING STREET, BOONE, NORTH CAROLINA. IF YOU HAVE QUESTIONS, PLEASE CALL 265-8000.

JIMMY HODGES
CHAIRMAN

Budget Change Summary

General Fund	
from 5-11-16	(1,223) remove 3% from BCC cola
from 5-12-16	1,223 Children's Playhouse increased from -0- to \$1,223
	2,500 WAMY increased from -0- to \$2,500
net change	<hr/> 2,500 reduced General Admin miscellaneous expenses

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AGENDA ITEM 9:

PROPOSED MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF BEECH MOUNTAIN

MANAGER'S COMMENTS:

Mr. Jeff Virginia, Emergency Services Director, will present an MOU from the Town of Beech Mountain to house their back-up 911 server in the event that their current location is rendered inoperable. This is a similar agreement the County and the Town have regarding the back-up of the County's 911 system.

Staff would recommend the approval of the MOU. Board action is required.



WATAUGA COUNTY

051716 BCC Meeting

Department of Communications & Emergency Services

184 Hodges Gap Road Suite D ♦ Boone, North Carolina 28607 Phone (828) 264-3761

FAX (828) 265-7617

Jeff Virginia-Director

Email: Jeff.Virginia@watgov.org

May 6, 2016

To: Watauga County Board of Commissioners
From: Jeff Virginia
Ref: MOU with the Town of Beech Mountain
Cc: Deron Geouque

In September 2010 Watauga County entered into a MOU with the Town of Beech Mountain to house our back-up 911 server in their server room as to provide redundancy for our 911 system. This was done mainly because their location uses a power company and a telephone company that were different than ours as required by the NC 911 Board and it was at a location away from Watauga County.

The Town of Beech Mountain is now in the process of completing a back-up plan for their 911 services and has asked Watauga County to provide them space to place their back-up 911 server in our server room. This request comes with no cost to Watauga County and as a part of the MOU for Watauga County.

I respectfully request that the Watauga County Board of Commissioners grant this request for the Town of Beech Mountain.

MEMORANDUM OF UNDERSTANDING
FOR
PLACEMENT OF 911 EQUIPMENT

THIS AGREEMENT, made and entered into this 29 day of April, 2016 by and between WATAUGA COUNTY, a political subdivision of the State of North Carolina (herein referred to as the "county"), and the Town of Beech Mountain, a North Carolina municipal cooperation (herein referred to as the "town");

WHEREAS, the Town operates a 911 Communications Center, and;

WHEREAS, the County operates a separate 911 Communications Center, and;

WHEREAS, the Town desires to secure a remote location to temporarily serve as the Town's 911 Communications Center in the event of a situation which renders the Town's Center inoperable, and;

WHEREAS, the County desires the Town to serve as a back-up 911 Communications Center to the County as needed.

NOW, THEREFORE, the Town and County agree to cooperate under the following terms:

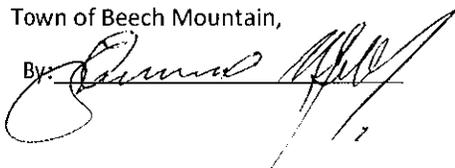
- 1) The County shall provide space in a secure location in the 911 Communications Center for the Town to place (1) 911 server rack.
- 2) The County shall allow 24/7 access to said server rack for servicing and maintenance by Wireless Communications personnel, Town IT personnel, and SkyLine technicians only.
- 3) The County shall allow installation of (4) 911 trunk lines and secure internet connection with the Town's server.
- 4) The Town shall pay all costs associated with installation and maintenance of said server and phone/data lines.
- 5) The County and the Town shall cooperatively pursue the capability for their respective 911 Communications Centers to serve as back-up for each other as feasible.
- 6) Insurance Hold Harmless: The Town shall obtain necessary insurance covering any Town property located in said premise and shall provide a certificate of insurance if requested listing Watauga County as additional insured. The County shall maintain the premise housing the electronic equipment in a condition suitable environmentally to protect the equipment and carry sufficient property insurance on the premise.
- 7) Waiver of Subrogation: insofar as the insurance policies concerned are not invalidated thereby, each party hereto waives any and all right of recovery against the other party or parties hereto for each and every insured loss under the terms of such policy of policies.

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument to be signed in their names by and duly authorized officers, the day and year first above written.

County of Watauga,

By: _____

Town of Beech Mountain,

By:  _____

WATAUGA COUNTY

STATE OF NORTH CAROLINA

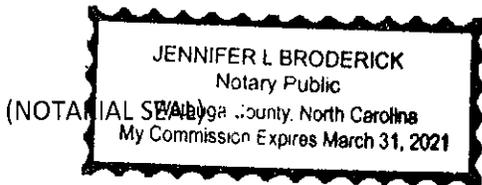
By: _____
COUNTY OF Watauga

I, a Notary Public of the County and State aforesaid, do hereby certify that Erico Miller personally appeared before me this day and acknowledged their position as, Mayor of the TOWN OF BEECH MOUNTAIN, North Carolina municipal corporation, and that, as Mayor, being authorized to do so, executed the foregoing on behalf of the municipal corporation.

WITNESS my hand and official stamp or seal, this 29 day of April, 2016.

My commission expires:
March 31, 2021

Jennifer L. Broderick
Notary Public



STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day and acknowledged that their position as, _____ of WATAUGA COUNTY, a political subdivision of the State of North Carolina, and that he, as _____, being authorized to do so, executed the foregoing on behalf of the County.

WITNESS my hand and official stamp or seal, this _____ day of _____, 20____.

My commission expires:

Notary Public

(NOTARIAL SEAL)

AGENDA ITEM 10:

PROJECT ON AGING PROPOSED ALLOCATION OF PROJECTED FY 2017 HOME & COMMUNITY CARE BLOCK GRANT (H&CCBG) FUNDS

MANAGER'S COMMENTS:

Ms. Angie Boitnotte will request Board action to accept the projected allocation of \$264,283 in Home and Community Care Block Grant (H&CCBG) funds for FY 2017. The required local match is \$29,365 and is present in the Project on Aging's FY 2017 requested budget. The allocation is as detailed in Ms. Boitnotte's memo.

Board approval is requested.



Watauga County Project on Aging

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

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

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: May 10, 2016

SUBJ: Request for Board of County Commissioners' Consideration: Allocation of Projected FY2017 Home and Community Care Block Grant Funds

The Home and Community Care Block Grant (HCCBG) allocation for FY2017 is projected to be \$264,283, which requires a local match of \$29,365. The match is present in our FY17 County budget request. The Advisory Committee made the following recommendations for the projected allocation:

HCCBG Service	HCCBG Allocation	Match
In-Home Aide	\$124,723	\$13,858
Congregate Meals	\$44,442	\$4,938
Home Delivered Meals	\$79,320	\$8,814
Transportation	\$15,798	\$1,755

Upon approval, these funds will become part of the Project on Aging FY 2017 budget.

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

NAME AND ADDRESS COMMUNITY SERVICE PROVIDER Watauga County Project on Aging 132 Poplar Grove Connector, Suite A Boone, NC 28607	Home and Community Care Block Grant for Older Adults County Funding Plan Provider Services Summary	DOA-732 (Rev. 2/15) County: Watauga July 1, 2016 through June 30, 2017 REVISION # , DATE:
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Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse. Rate	HCCBG Clients	Total Units
Transportation		X	15,798			//////////	1,755	17,553	0	17,553	2,297	7.6418	50	5,100
In-Home Aide I	X			93,463		//////////	10,385	103,848	0	103,848	4,805	21.6125	130	16,763
In-Home Aide II	X			31,260		//////////	3,473	34,733	0	34,733	1,607	21.6136	50	5,587
Congregate Meals	X				44,442	//////////	4,938	49,380	10,000	59,380	7,564	6.5283	400	18,500
Home Delivered Meals	X				79,320	//////////	8,814	88,134	14,000	102,134	10,635	8.2872	150	25,300
						//////////								
						//////////								
						//////////								
						//////////								
						//////////								
Total	//////////	//////////	15,798	124,723	123,762	264,283	29,365	293,648	24,000	317,648	26,908	//////////	780	71,250

*Adult Day Care & Adult Day Health Care Net Service Cost

	ADC	ADHC			
Daily Care	_____	_____	Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.	_____	
Transportation	_____	_____		Authorized Signature, Title	_____
Administrative	_____	_____		Community Service Provider	_____
Net Ser. Cost Total	_____	_____			_____
	_____	_____	Signature, County Finance Officer	_____	
	_____	_____	Date	_____	
	_____	_____	Signature, Chairman, Board of Commissioners	_____	
	_____	_____	Date	_____	

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AGENDA ITEM 11:

VEHICLE BID AWARD REQUEST

MANAGER'S COMMENTS:

The County recently solicited bids for a 2016 Subaru Forester. Three bids were received with Jim Armstrong Subaru submitting the lowest responsive bid in the amount of \$23,057.00. The vehicle is to replace the 2008 Ford Escape that experienced transmission issues. The vehicle purchase was discussed at the budget work session and is one of the two vehicles that were requested to be replaced in the Fiscal Year 2016-2017 budget. Once the budget is adopted an additional vehicle request will be forthcoming.

Board action is required to award the bid to Jim Armstrong Subaru in the amount of \$23,754.07, which includes taxes and tags.



WATAUGA COUNTY TAX ADMINISTRATION

*Courthouse, Suite 21 – 842 West King Street – Boone, NC 28607
(828) 265-8021 – FAX (828) 264-3230*

TO: Deron Geouque, County Manager
 FROM: Larry Warren, Tax Administrator
 SUBJECT: 2016 Subaru Forester
 DATE: May 5, 2016



In February of this year, the 2008 Ford Escape, driven primarily by Gary Rominger in our Appraisal Department, had the transmission go out. Prior to this, the 2006 Ford Escape, driven by Toby Storie, also had the transmission go out. We elected to repair the Escape driven by Toby at a cost of \$3,800.00. Rather than spending that amount or more to repair the 2008 Escape, we elected to surplus the vehicle.

I requested bids from area Subaru dealerships for a new Subaru Forester with all wheel drive, power windows and door locks, automatic transmission and air conditioning.

I'd like to request that this be added to the May 17th agenda for the Commissioners' Board Meeting for their consideration.

BID SUMMARY

Modern Subaru of Boone:	\$23,931.00
Jim Armstrong Subaru Hickory:	\$23,057.00
Prestige Subaru in Asheville:	\$26,583.00

RECOMMENDATION

Staff recommends that the County award the bid to the low bidder Jim Armstrong Subaru.

RETAIL PURCHASE AGREEMENT

JIM ARMSTRONG SUBARU, INC.
 2321 HWY. 70 S.W.
 HICKORY, NC 28602



04/28/2016

DATE: WATAUGA COUNTY PURCHASER(S) TELEPHONE:

FIRST NAMED PURCHASER SECOND NAMED PURCHASER

ADDRESS

CITY COUNTY STATE ZIP CODE

PURCHASE VEHICLE NOTE: ODOMETER READING FOR THE PURCHASE VEHICLE IS ACCURATE UNLESS INDICATED OTHERWISE

YEAR: 2016 MAKE: SUBARU MODEL: FORESTER COLOR: BURNISHED BRONZE STOCK # XXX

VEHICLE IDENTIFICATION NUMBER: JF2SJAAC96H543218 ODOMETER READING: NOT ACCURATE

THE VEHICLE BEING PURCHASED IS: NEW USED PRIOR USE DISCLOSURE: PREVIOUSLY TITLED TO INDIVIDUAL/ENTITY PRIOR LEASE OR RENTAL DEMONSTRATOR

WARRANTY STATEMENT

WE ARE SELLING THIS VEHICLE TO YOU AS-IS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS THE BOX BESIDE "USED VEHICLE LIMITED WARRANTY APPLIES" IS MARKED BELOW. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER ARE THEIRS, NOT OURS, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. WE NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND RELATED GOODS AND SERVICES. IF WE SELL A SERVICE CONTRACT ON OUR OWN BEHALF, ANY IMPLIED WARRANTIES SHALL APPLY ONLY TO THE ITEMS COVERED BY THE SERVICE CONTRACT. THE CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES) IS THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE AND IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

USED VEHICLE LIMITED WARRANTY APPLIES

*THIS DEALERSHIP IS PROVIDING A USED VEHICLE LIMITED WARRANTY IN CONNECTION WITH THIS TRANSACTION AS DISPLAYED ON THE BUYER'S GUIDE

OTHER MATERIAL UNDERSTANDINGS AND INCORPORATED DOCUMENTS

- I understand in accordance with North Carolina G. S. 20-101.1 and 20-101.0, retailing Dealership may charge an ADMINISTRATIVE SERVICES fee as displayed within this Agreement reflecting cosmetic detailing materials, administrative services, notary services, courier services, fuel, cost and/or profit to the retailing Dealership for items such as inspections, cleaning and adjusting vehicle and preparing all documents relating to this Purchase.
- I understand this Purchase may be dependent upon the BALANCE AMOUNT OF TRADE displayed within this document and further accept my responsibility to pay the difference immediately to the retailing Dealership if verified balance is higher than displayed, and said Dealership to make immediate adjustments to me if said balance is lower pursuant to the CONDITIONAL PAYOFF AGREEMENT signed by my hand and incorporated into this Agreement.
- In the event I elect Dealership assistance in financing this Purchase, I understand this Transaction is CONDITIONAL until a lender has purchased my CREDIT SALE INSTALLMENT CONTRACT and said lender has funded retailing Dealership for same pursuant to the CONDITIONAL DELIVERY AGREEMENT signed by my hand and incorporated into this Agreement. I further understand for assisting me to obtain financing for this transaction:
 - the Dealership may receive a fee, commission or may apply an additional retail interest rate percentage for administrative costs and services in arranging and assisting me in financing this purchase.
 - that dependent upon the final approval terms assigned to this Dealership by a contracted lender, the interest rate offered to me by said Dealership may be negotiable without discriminatory applications including, but not limited to, race, nationality, sex, age, religious beliefs, marital status, or receipt of public assistance.
 - I understand I am under no obligation to finance this purchase with any particular lender. Lien information:

Lienholder:	Lien Amount: \$	Date of Lien:
Address:	Total Interest: \$	Annual Percentage Rate: %
	Payments Of \$	1st Payment Due:

4. I understand that any dispute arising from, or relating to this transaction, shall be settled by neutral arbitration pursuant to the GOVERNING ARBITRATION AGREEMENT signed by my hand and incorporated into this Agreement.

(CONTINUED ON THE REVERSE SIDE OF THIS AGREEMENT)

I HAVE BEEN GIVEN AMPLE OPPORTUNITY TO EXAMINE THIS ENTIRE RETAIL PURCHASE AGREEMENT, FRONT AND BACK, AND I HEREBY ACCEPT THE TERMS AND CONDITIONS INCLUDING THOSE LISTED ON THE REVERSE SIDE OF THIS AGREEMENT

PURCHASER(S)

PURCHASER(S)

HEREBY ACKNOWLEDGE THIS AGREEMENT IS COMPLETE AND ACCURATELY REFLECTS ANY AND ALL RELATED DOCUMENTS SIGNED BY MY HAND AND REFERENCED AS INCORPORATED INTO THIS AGREEMENT BETWEEN THE DEALERSHIP AND MYSELF

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT WITH THE UNDERSTANDING THIS AGREEMENT IS NOT BINDING UPON THE DEALERSHIP OR PURCHASER(S) UNTIL SIGNED BY AN AUTHORIZED DEALERSHIP REPRESENTATIVE.

04/28/2016

PURCHASER(S)

DATE

PURCHASER(S)

DATE

INFORMATION REQUIRED TO VERIFY IDENTITY IN COMPLIANCE WITH THE UNITED STATES PATRIOT AND FACT ACTS:

1st PURCHASER SOCIAL SECURITY NUMBER

2nd PURCHASER SOCIAL SECURITY NUMBER

TRADE-IN VEHICLE #1 INFORMATION

YEAR MAKE MODEL

ODOMETER READING COLOR

VEHICLE IDENTIFICATION NUMBER

LIEN BALANCE OWED TO

TRADE-IN VEHICLE #2 INFORMATION

YEAR MAKE MODEL

ODOMETER READING COLOR

VEHICLE IDENTIFICATION NUMBER

LIEN BALANCE OWED TO

CASH PRICE OF VEHICLE	22,658.00
OTHER GOODS/SERVICES:	
	n. a.
NC HIGHWAY USE TAX 3%	n. a.
NC TITLE AND REGISTRATION FEES	n. a.
ADMINISTRATIVE SERVICES	\$399.00
TOTAL SELLING PRICE	23,057.00
LESS: TRADE-IN PRICE	(-) n. a.
SUBTOTAL	23,057.00
PLUS: BALANCE AMOUNT OF TRADE	(+) n. a.
TOTAL AMOUNT DUE	23,057.00
LESS: CASH ON DELIVERY	(-) n. a.
LESS: CASH (REBATE)	(-) n. a.
UNPAID BALANCE DUE	23,057.00

The sum of \$ n. a. was received from you as a Deposit/Partial Payment and is fully refundable except as set forth in this Agreement.

ACCEPTED BY AUTHORIZED DEALERSHIP REPRESENTATIVE

SUBARU OF AMERICA
Vehicle Invoice

SUBARU OF AMERICA/EAST REGION
3 EXECUTIVE CAMPUS, SUITE 170
CHERRY HILL, NJ 08002

VIN: JF2SJAAC9GH543218
Invoice Number: 113810166
Invoice Date: 04/19/16
P.O. Number: ||

Sold To: 401671
FLOW COMPANIES OF BURLINGTON, LLC
660 HUFFMAN MILL RD
BURLINGTON, NC 27215 US

Financing Organization:
BRANCH BANKING AND TRUST CO
POB 180 FLOORPLAN DEPT
GREENSBORO, NC 27402

Shipped To: 401671
FLOW COMPANIES OF BURLINGTON, LLC
660 HUFFMAN MILL RD
BURLINGTON, NC 27215 US

Order Type: Wholesale

Item	Item Description	Manufacturing Suggested Retail	Dealer Cost
GFB	2016 Forester 2.5i CVT	\$23,395.00	\$22,088.00
BBM	Burnished Bronze Metallic		
BLC	Black		
	Option Package 01		
	Standard Model		
04Q	Seat Back Protector	\$90.00	\$58.00
PGE	Rear Bumper Cover	\$96.00	\$62.00
STD	Standard Destination Charge	\$850.00	\$850.00
Total Vehicle Price Before Discount		\$24,431.00	\$23,058.00
Total Vehicle Price After Discount		\$24,431.00	\$23,058.00

HB 0468 FP 0220

Vehicle Identification	Engine Number	Key Code	Port	Curb Weight
JF2SJAAC9GH543218	257413	32969	Brunswick	3366.0

PZEV Cal Spec 50 State Certified

Page Here

FORESTER

VIN: JF2SJAAAC9GH543218
 Model/Code: 2016 Subaru Forester 2.5i / GFB
 Exterior Color: Burnished Bronze Metallic
 Pod / Assembly: Burntwick
 Deliver by / Carrier: Truck / 448



Confidence in Motion



STANDARD EQUIPMENT

SAFETY
 Symmetrical All-Wheel Drive (AWD)
 Vehicle Dynamics Control (VDC)
 4-Wheel Disc Brakes w/Brake Assist
 Anti-Lock Braking System (ABS)
 Electronic Brake-Force Distribution
 Brake Override System
 Driver's Side Knee Airbag
 Subaru Advanced Frontal Air Bag System
 Front Seat Side (Pelvis/Torso) Airbags
 Side Curtain Air Bags w/Rollover Sensor
 Anti-Theft Alarm & Immobilizer System
 Daytime Running Lights

Whiplash Protection Front Seats
 Safety Pedal System
PERFORMANCE AND EXTERIOR
 2.5L Horizontally-Opposed DOHC Engine
 17-Inch Steel Wheels w/ Center Caps
 Variable Intermittent Windshield Wipers
 Electric Power-Assisted Steering
COMFORT, CONVENIENCE AND INTERIOR
 Air Conditioning w/Air Filtration System
 8.2 Infotainment System w/ CD Player
 STARLINK Smartphone Connectivity

HD Radio & USB Port w/ iPod Connectivity
 Bluetooth Hands-Free Phone Connectivity
 Steering Wheel: Bluetooth & Audio Switches
 Cruise Control & Tilt/Telescopic Steering
 Power Door Locks & Dual Power Mirrors
 Remote Keyless Entry System
 Power Windows With Driver's Auto Down
 60/40 Split Fold-Down Rear Seatback
 Color Multi-Function Display
 Rear Vision Camera
 12V Outlet In Dash, Console & Cargo Area

LIMITED WARRANTY/ROADSIDE ASSISTANCE
 3 Years / 36,000 Miles Basic
 5 Years / 60,000 Miles Powertrain
 5 Yrs/Unlimited Mileage Rust Perforation
 3 Yrs / 36,000 Mile/7 Roadside Assistance
 See Owner Info Kit & Warranty For Details

OPTIONAL EQUIPMENT AND OTHER ITEMS

Manufacturer's Suggested Retail Price	\$22,395.00
Option Package: 01 - STANDARD PACKAGE	
Lineartronic Continuously Variable Transmission	\$1,000.00
Full Tank of Gas	INCLD
Rear Bumper Cover	\$98.00
Seat Back Protector	\$90.00

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
 Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★★
	Passenger	★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★
 Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
 Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

Scan this code to learn more about this model or visit subaru.com/learnmore

EPA DOT Fuel Economy and Environment Gasoline Vehicle

Fuel Economy **27** MPG
 combined city/hwy

Small SUV's cars range from 17 to 31 MPG. The best vehicle rates 119 MPGs.

You save \$ 750
 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$ 1,650

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)

1 6 10 1 6 10
 Best Best

This vehicle emits 323 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at efuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 25 MPG and costs \$9,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.00 per gallon. MPGe is miles per gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuel economy.gov
 Calculate personalized estimates and compare vehicles.

Smartphone QR Code

PARTS CONTENT INFORMATION
 FOR VEHICLES IN THIS COUNTRY:
 U.S./CANADIAN PARTS CONTENT: 0%
 MAJOR SOURCES OF FOREIGN PARTS
 CONTENT: JAPAN: 85%
 ENGINE: JAPAN
 TRANSMISSION: JAPAN

FOR THIS VEHICLE:
 FINAL ASSEMBLY POINT: OTA, GUNMA, JAPAN
 COUNTRY OF ORIGIN
 ENGINE: JAPAN
 TRANSMISSION: JAPAN

Destination and Delivery \$850.00
Total Suggested Retail Price \$24,431.00

Additional protection is available on this vehicle from Subaru

ADDED SECURITY

Always Insist on Genuine Subaru Products

- Added Security¹ protects our investment
- Mechanical and Maintenance plans available
- Coverage up to 100,000 miles
- Genuine Subaru replacement parts
- Leasing & Rental car benefits
- Trip Interruption and Fire Hazard benefits available
- Transferable

THE ONLY EXTENDED SERVICE PLAN BACKED AND ENDORSED BY SUBARU FOR OVER 30 YEARS!

*Fuel economy estimates are based on a combination of factors including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 25 MPG and costs \$9,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.00 per gallon. MPGe is miles per gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Vehicle Order Status/Pipeline

Bill To
400732

Ship To
400732

VIN JF2SJABC7GH555513

VON 113863765

Description 2016 Forester 2.5i

Option Alloy Wheel Package

Option Code 02

Invoice \$23,931

MSRP \$25,607

Model Code

Color

Spec

GFB

Crystal White Pearl (WHC)/
Gray (GRA)

California

Port-Installed

(FYM) (KGB| QGJ| PGE| MGA) POPULAR PACKAGE #2

(BGA) All - Weather Floor Mats

Allocation 201605

Sales Type Wholesale

Sold Order? No

Customer Name

Status Scheduled

Current 200008

Estimated 05/23/2016

Schedule Date 05/10/2016

Release Date

Rail Ship Date

Truck Ship Date

Draft Date

Delivery Date

Larry.Warren

From: David Macrae [dmacrae_Prestige_Subaru@webmail.cdkcrm.com]
Sent: Friday, April 29, 2016 9:54 AM
To: Larry.Warren
Subject: RE: RE: RE: Prestige Subaru 2016 Forester 2.5i Premium Cyber Quote

No problem at all! Let me know what I can do to assist you further if anything. I hope you have a great day!

Thank you David!

From: David Macrae [mailto:dmacrae_Prestige_Subaru@webmail.cdkcrm.com]
Sent: Thursday, April 28, 2016 1:23 PM
To: Larry.Warren
Subject: RE: RE: Prestige Subaru 2016 Forester 2.5i Premium Cyber Quote

Larry,
Yes, excluding the state and local taxes/fees we are only left with our documentation fee and the price of the vehicle to pay. I have broken that down below. Please let me know if you have any additional questions and feel free to call me if you do!

<u>MSRP.....</u>	<u>\$27,832.00</u>
<u>Dealer Adjusted Retail.....</u>	<u>\$26,394.00</u>
<u>Documentation Fee.....</u>	<u>\$189.00</u>
<u>Subtotal.....</u>	<u>\$26,583.00</u>

Sincerely,
David MacRae
Internet Sales Manager
Prestige Subaru
585 Tunnel Rd
Asheville, NC 28805
Cell: (828) 782-6866
Dealership: (828) 298-9600 ex.1500
Fax: (828) 298-2910
dmacrae@prestigesubaru.com
www.prestigesubaru.com

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AGENDA ITEM 12:

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: May 3, 2016

Attached is a copy of the quarterly fiscal monitoring report (FMR) from Smoky Mountain Center for the quarter ended March 31, 2016. 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.

LME / MCO NAME:

SMOKY MOUNTAIN LME/MCO

FOR THE PERIOD ENDING:

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

9

1. REPORT OF BUDGET VS. ACTUAL

ITEM	Basis of Accounting: (check one)	Modified Accrual Accrual	X	(1)	(2)	(3)	(4)	(5)	(6)
				PRIOR YEAR		CURRENT YEAR			
				BUDGET	ACTUAL	BUDGET	ACTUAL YR-TO-DATE	BALANCE (Col. 3-4)	ANNUALIZED PERCENTAGE **
REVENUE									
Service Fees from LME-Delivered Services				25,000	(515,606)	270,416	314,584	(44,168)	155.11%
Medicaid Pass Through Funds				215,000	174,535	185,388	40,968	144,420	29.46%
Interest Earned				145,000	154,678	141,000	159,537	(18,537)	150.86%
Rental Income				53,772	53,772	53,772	40,329	13,443	100.00%
Budgeted Fund Balance * (Detail in Item 4, below)				2,413,000	-	17,600,645	-	17,600,645	0.00%
Other Local				1,497,493	2,598,918	4,870,325	3,177,465	1,692,860	86.99%
Total Local Funds				4,349,265	2,466,297	23,121,546	3,732,883	19,388,663	21.53%
County Appropriations (by county, includes ABC Funds):									
Alexander County				37,825	37,825	37,825	28,369	9,456	100.00%
Allegheny County				115,483	115,483	115,483	86,612	28,871	100.00%
Ashe County				189,566	189,566	189,566	142,175	47,392	100.00%
Avery County				89,600	89,600	89,600	67,200	22,400	100.00%
Buncombe County				600,000	600,000	600,000	450,000	150,000	100.00%
Caldwell County				118,538	119,182	118,538	89,630	28,908	100.82%
Cherokee County				75,000	75,000	75,000	56,250	18,750	100.00%
Clay County				15,000	15,000	15,000	11,250	3,750	100.00%
Graham County				6,000	6,000	6,000	4,500	1,500	100.00%
Haywood County				101,900	96,905	101,900	78,773	23,127	103.07%
Henderson County				528,612	528,612	528,612	396,459	132,153	100.00%
Jackson County				123,081	123,081	123,081	92,311	30,770	100.00%
Macon County				106,623	106,623	106,623	79,967	26,656	100.00%
Madison County				30,000	30,000	30,000	22,500	7,500	100.00%
McDowell County				67,856	67,856	67,856	50,892	16,964	100.00%
Mitchell County				18,000	18,000	18,000	13,500	4,500	100.00%
Polk County				76,991	77,956	76,991	58,729	18,262	101.71%
Rutherford County				102,168	102,168	102,168	76,626	25,542	100.00%
Swain County				25,000	30,326	30,000	21,142	8,858	93.96%
Transylvania County				99,261	99,261	99,261	74,446	24,815	100.00%
Watauga County				171,195	171,195	171,195	128,396	42,799	100.00%
Wilkes County				264,200	266,408	264,200	200,019	64,181	100.94%
Yancey County				26,000	26,000	26,000	19,500	6,500	100.00%
Total County Funds				2,987,899	2,992,048	2,992,899	2,249,244	743,655	100.20%
LME Systems Admin. Funds (Cost Model)								-	
DMH/DD/SAS Administrative Funds (% basis)				5,523,712	5,523,712	2,441,587	1,811,582	630,005	98.93%
DMH/DD/SAS Services Funding				59,705,405	56,855,754	60,084,287	44,536,189	15,548,098	98.83%
DMA Capitation Funding				288,861,359	299,180,424	297,146,981	230,722,343	66,424,638	103.53%
DMA Risk Reserve Funding				5,895,129	6,151,032	6,064,225	4,637,923	1,426,302	101.97%
All Other State/Federal Funds				55,000	42,132	53,000	48,221	4,779	121.31%
Total State and Federal Funds				360,040,605	367,753,054	365,790,080	281,756,258	84,033,822	102.66%
TOTAL REVENUE				367,377,769	373,211,399	391,904,525	287,738,385	104,166,140	97.89%
EXPENDITURES:									
System Management/Administration/Care Coordination				46,270,388	38,435,663	47,374,728	30,620,590	16,754,138	86.18%
LME Provided Services				3,020,475	1,852,870	3,222,644	1,845,338	1,377,306	76.35%
Provider Payments (State Funds)				303,953,896	298,030,575	329,042,155	238,629,324	90,412,831	96.70%
Provider Payments (Federal Funds)				7,473,207	6,521,559	7,826,102	5,463,902	2,362,200	93.09%
Provider Payments (County/Local)				3,075,899	3,022,585	3,167,585	2,092,624	1,074,961	88.08%
All Other				3,583,904	2,917,193	1,271,311	814,234	457,077	85.40%
TOTAL EXPENDITURES				367,377,769	350,780,445	391,904,525	279,466,012	112,438,513	95.08%
Net Income (from Operations and Risk Reserve)					22,430,954		8,272,373		
Beginning Unrestricted/Unassigned Fund Balance					47,196,091		67,730,176		
Balance in Restricted DMA Risk Reserve					18,618,950		23,256,873		
Current Estimated Unrestricted/Unassigned Fund Balance and percent of budgeted expenditures				18.44%	67,730,176	1.32%	5,169,409	(See Note Below about FB)	
2. CURRENT CASH POSITION									
Current Cash in Bank (Including Risk Reserve)					122,197,240				
3. SERVICE EXCEPTIONS (Provided Based on System Capability)									
Services authorized but not billed (IBNR)					16,155,532				
4. DETAIL ON BUDGETED FUND BALANCE									
						Budgeted	Year-to-Date	Balance	%
Payments to Providers	Blue Ridge Comm Health					95,468	33,966	61,502	47.44%
Payments to Providers	Community ICF rate increase					664,236	548,534	115,702	110.11%
Payments to Providers	Single Stream Replacement Funding					14,950,588	11,212,941	3,737,647	100.00%
MCO Start-up Expense								-	
LME Merger Expense								-	
Other Initiatives	FBC in Caldwell Co					320,000	0	320,000	0.00%
Other Initiatives	Integrated Collab Care Svc Initiatives					885,017	199,595	685,422	30.07%
Other Initiatives	Admin Office - Relocation Fund					22,886	78,229	(55,343)	455.76%
Other Initiatives	Technology Enabled Care and Expo					273,975	86,346	187,629	42.02%
Other Initiatives	Replacement Bridge Funding					139,290	67,297	71,993	64.42%
Other Initiatives	Data Security Initiatives					249,185	76,018	173,168	40.68%

AGENDA ITEM 12:

FINANCE MATTERS

B. FY 2016 Juvenile Crime Prevention Council (JCPC) Revised Funding Allocation

MANAGER'S COMMENTS:

Ms. Margaret Pierce will present a Juvenile Crime Prevention Council (JCPC) revised funding allocation for Fiscal Year 2016.

Board approval is requested for the funding allocation revision.



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: JCPC Budget Change
DATE: May 12, 2016

Attached please find a revised Juvenile Crime Prevention Council 2015-16 Funding Allocation form. The Department of Public Safety has awarded discretionary funds in the amount of \$20,615 to the WYN Youth Resource Center for the purchase of a vehicle to assist in providing transportation. WYN will be providing the required cash match of \$6,185.

To be eligible for the award, programs must agree to provide the cash match and must complete the purchase by June 30, 2016.

I will be available for any questions and to present this request. Board approval of the revised Funding Allocation is requested.

Watauga County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 114,285 Local Match: \$ 40,371 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local Ir-Kind	State/Federal	Funds		
1	JCPC Administrative Funds	\$335						\$335	
2	Juvenile Mediation	\$11,400	\$3,420					\$14,820	23%
3	Project Challenge	\$49,105	\$13,797		\$935			\$63,837	23%
4	Crossnore School								
5	Youth Resource Center	\$74,060	\$16,034	\$6,185				\$96,279	23%
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$134,900	\$33,251	\$6,185	\$935			\$175,271	23%

The above plan was derived through a planning process by the Watauga County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2015-2016.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added \$20,615

check type initial h update final

-----DPS Use Only-----	
Reviewed by _____ Area Consultant	_____ Date
Reviewed by _____ Program Assistant	_____ Date
Verified by _____ Designated State Office Staff	_____ Date

Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)
or County Finance Officer

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AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. NCDOT Agreement for Paving at the New Ambulance Base

MANAGER'S COMMENTS:

The North Carolina Department of Transportation provides funding for the pavement of emergency services facilities. The Board may be familiar with this process as related to the new Meat Camp Fire Station. Staff requested the funding for paving at the new medic base station. The maximum allowed reimbursement is \$25,000. Initial pavement estimates came in at \$30,000.

Staff recommends the Board approve the agreement as presented.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT – STATE
PUBLIC ACCESS AGREEMENT**

WATAUGA COUNTY

DATE: 3/22/2016

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Element: 44737

WATAUGA COUNTY

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 Watauga County, hereinafter referred to as the “County”.

WITNESSETH:

WHEREAS, the parties have agreed to make certain improvements within the County under WBS Element 44737 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 and the County 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 Watauga County Emergency Response Base at the intersection of US 321 and Willowdale Church Road. (hereinafter the "Project").

PROCUREMENT OF SPECIALIZED SERVICES

2. If the County 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 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, 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 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. 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 requests 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. If the County elects to procure a private consulting firm to conduct Project administration, the County shall be responsible for submitting the consulting firm's proposal to the Division Engineer for review and approval. The County, 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

- The County 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 fails to comply with these requirements, the Department will withhold funding until these requirements are met.

PLANNING AND DESIGN

3. The County, 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 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, 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 beginning construction of the Project. The County 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, 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 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 shall remove from said right of way all obstructions and encroachments of any kind or character (including hazardous and contaminated materials). The County 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 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 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 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. Upon award of the Project, the County shall provide the Division Project Manager copies of the executed contract and sets of plans as requested.
 - B. The County shall follow Department regulations, and North Carolina General Statutes regulations pertaining to bid procedures in the award of the contract and purchases. The County 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. 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 or the County's contractor, to ensure compliance with the provisions of this Agreement. The Department will furnish the County 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 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 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 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 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 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 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 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 <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>
- 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 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 \$26,000). Costs which exceed this amount shall be borne by the County. Reimbursement to the County shall be made upon approval of the invoice by the Department's Division Engineer and the Department's Fiscal Section.
 - A. The County 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 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 1) there is a finding of cost effectiveness for the work to be performed by some method other than contract awarded by competitive bidding process, and 2) the force account work is in compliance with NC General Statute 143-135, found at www.ncleg.net/gascripts/Statutes/Statutes.asp. Written approval from the Division Engineer is required prior to the use of force account by the County. 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 (http://www.whitehouse.gov/omb/circulars_a087_2004/). Reimbursement shall be based on actual cost incurred with the exception of equipment owned by the County or its Project partners. Reimbursement rates for equipment owned by the County 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"

- (http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf), the County shall arrange for an annual independent financial and compliance audit of its fiscal operations. The County 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 fiscal year ends.
- D. The County 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 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 agrees that it shall bear all costs for which it is unable to substantiate actual costs.
 - F. Failure on the part of the County 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. The County 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 or any entity performing work under contract with the County.
16. The County is solely responsible for all agreements, contracts, and work orders entered into or issued by the County 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.
17. The County 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.
18. The Department must approve any assignment or transfer of the responsibilities of the County set forth in this Agreement to other parties or entities.
19. If the County decides 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.

20. In compliance with state policy, the County, 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.
21. 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.
22. "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)
23. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Divestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran/ and will be updated every 180 days.
- By execution of this AGREEMENT each Party certifies that neither it nor its Agents or Contractors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.
 - During the term of this AGREEMENT, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule or contract. Should this Act be voided by NC General Statute, this AGREEMENT will remain valid; however, this certification will no longer be required.

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.

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

L.S. ATTEST: WATAUGA COUNTY
BY: _____ BY: _____
TITLE: _____ TITLE: _____
DATE: _____

“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:

Watauga County

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO THE BOARD OF TRANSPORTATION ITEM O: _____

AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Proposed Renewal of ASU Greenhouse Lease

MANAGER'S COMMENTS:

At the a previous Board meeting, preliminary approval was given to extend the lease with the Appalachian State University Foundation for the greenhouse located at the Watauga County Landfill.

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

The Board will need to adopt the attached resolution and then approve the lease at the June 5th, 2016 Board meeting to fulfill the commitment made to the Appalachian State University Foundation.

Staff seeks direction from the Board.

Appalachian
STATE UNIVERSITY

Office of General Counsel
ASU Box 32126
Boone, NC 28608-2126
(828) 262-2751
Fax: (828) 262-8056

May 5, 2016

Deron Geouque
Watauga County Manager
814 West King Street
Boone, NC 28607

RE: Commercial Lease Agreement

Dear Mr. Geouque:

You will find enclosed two originals of the Commercial Lease Agreement between Watauga County and Appalachian State University. Please sign documents and return one original to the above address.

Sincerely,



Kathy C. Deas
Executive Assistant

/kcd

Enclosures

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made this 1st day of May 2016, by and between Watauga County, a body politic of the State of North Carolina (hereinafter referred to as "Landlord" and/or "County") whose address is 814 West King Street, Suite 205, Boone, North Carolina 28607, and Appalachian State University (hereinafter referred to as "Tenant" and/or "Appalachian"), a constituent institution of The University of North Carolina, whose address is 438 Academy Street, Boone, North Carolina 28608.

WHEREAS, Appalachian desires to lease space adjacent to the County's Methane Flare Stations to establish a greenhouse and research facility for use by its faculty members and students for training, workshops, public tours, research and other educational activities; and

WHEREAS, the County desires to lease property to Appalachian for the above stated purpose, subject to the following terms and conditions.

WITNESSETH:

1. LEASED PREMISES

The County, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Appalachian, leases and rents unto Appalachian, and Appalachian hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called the "Premises"), to wit:

Beginning at a point 2 feet from Landfill Rd. directly south of the power pole providing service to the Watauga County Animal Control Office, proceeding east along Landfill Rd. for a total of 360 feet and heading due south from those two points to the Watauga County property line.

2. TERM.

Appalachian shall have and hold the Premises for a term of three (3) years beginning on the 1st day of May 2016, and ending on the 30th day of April 2019, at midnight, unless sooner terminated as hereinafter provided.

3. RENTAL

Appalachian agrees to pay the County, without deduction or set off, an annual rental of One Dollar (\$1.00) per year, payable on the date of this Lease and each annual anniversary of that date during the term hereof. Upon execution of this Lease, Appalachian shall pay to the County the first year's rent due hereunder. Rental for any period during the term hereof which is less than one year shall be the pro-rated portion of the annual rental due.

4. UTILITIES

- (a) Appalachian shall pay the following utilities: Electric and any other utility associated with Appalachian's use of the property.
- i. There is an unused electrical meter box that previously provided service to the blower/flare station. Appalachian will be responsible for contacting the utility company serving the site to set up an account and shall be responsible for all utilities associated with its use of the property;
 - ii. Appalachian will be responsible for contacting the Town of Boone to tap into the sewer line.
- (b) The County shall pay the following utilities: None

Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

5. COMMON AREA RULES AND REGULATIONS

Appalachian shall be subject to Rules and Regulations for the common areas of the County property as may be made from time to time by the County.

6. USE OF PREMISES

The Premises shall be used to: operate a prototype greenhouse and to conduct research on biogas and biofuel production, solar electricity and solar hot water production, biochar production, greenhouse heating methods, aquaculture and associated technologies. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event Appalachian's use of the Premises results in an increase in the rate of insurance on the Premises, Appalachian shall pay to the County, upon demand and as additional rental, the amount of any such increase.

7. LIABILITY; INSURANCE

Appalachian will be responsible for the negligent conduct of its officers and employees arising out of the performance of this Agreement to the extent permitted by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the excess liability insurance policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of Appalachian or its employees. Appalachian shall, during the term of this Lease and any extension or renewal thereof, and at Appalachian's expense, maintain in

full force and effect self-insurance with limits of at least One Million Dollars (\$1,000,000.00) per person under the North Carolina Tort Claims Act (N.C.G.S. § 143-291 *et seq.*) and excess liability insurance for its employees with limits of at least Ten Million Dollars (\$10,000,000.00) per occurrence.

8. REPAIRS BY THE COUNTY

The premises are being rented "as is" and the County shall have no obligation to repair any improvements thereon during the term of this lease.

9. REPAIRS BY APPALACHIAN

Appalachian accepts the Premises in their present condition and as suited for the uses intended by Appalachian. Appalachian shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises.

Appalachian agrees to install, at its own cost, ADA complaint bathrooms at the facility within 150 days of the effective date of this Lease Agreement. The design of such facility must be acceptable to the County as set forth in Paragraph Ten, below, and shall be considered part of the real property upon completion.

10. ALTERATIONS

Appalachian shall not make any alterations, additions, or improvements to the Premises without the County's prior written consent. Appalachian shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon the County's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner; in conformity will all applicable laws and regulations, free of any liens or encumbrances. The County may require Appalachian to remove any alterations, additions or improvements (whether or not made with the County's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Appalachian's expense. All alterations, additions and improvements which the County has not required Appalachian to remove shall become the County's property and shall be surrendered to the County upon the termination of this Lease, except that Appalachian may remove any of Appalachian's machinery, trade fixtures or equipment which can be removed without material damage to the Premises. Appalachian shall repair, at Appalachian's expense, any damage to the Premises caused by the removal of any such machinery, trade fixtures or equipment.

11. REMOVAL OF FIXTURES

Appalachian may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Appalachian repairs all damage to the Premises caused by such removal.

12. GOVERNMENTAL ORDERS

Appalachian agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Appalachian's occupancy of the Premises. The County agrees to comply promptly with any such requirements if not made necessary by reason of Appalachian's occupancy. It is mutually agreed, however, between the County and Appalachian, that if in order to comply with such requirements, the cost to the County or Appalachian, as the case may be, shall exceed a sum which the respective party desires to pay, then the County or Appalachian, whichever is obligated to comply with such requirements, may terminate this Lease by giving written notice of termination to the other party by registered mail, which termination shall become effective ninety (90) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice.

13. ASSIGNMENT AND SUBLETTING

Appalachian shall not, without the prior written consent of the County, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Appalachian. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of the County. The Assignee of Appalachian, at option of the County, shall become directly liable to the County for all obligations of Appalachian hereunder, but no sublease or assignment by Appalachian shall relieve Appalachian of any liability hereunder.

14. EVENTS OF DEFAULT

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of Appalachian: (a) Appalachian fails to pay the rental as provided for herein; (b) Appalachian abandons or vacates the Premises; and/or (c) Appalachian fails to comply with or abide by and perform any other obligation imposed upon Appalachian under this Lease.

15. REMEDIES UPON DEFAULT

Upon the occurrence of an Event of Default, the County may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law; (a) if the Event of Default involves nonpayment of rental and Appalachian fails to cure such default with five (5) days after receipt of written notice thereof from the County, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental and Appalachian fails to cure such default within thirty (30) days after receipt of written notice of default from the County, the County may terminate this Lease by giving written notice to Appalachian and upon such termination shall be entitled to recover from Appalachian damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, the County may terminate

this Lease by giving written notice to Appalachian.

16. EXTERIOR SIGNS

Appalachian shall place no signs on the Premises, except with the express written consent of the County. Any and all signs placed on the Premises by Appalachian shall be maintained in compliance with governmental rules and regulations governing such signs and Appalachian shall be responsible to the County for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

17. THE COUNTY'S ENTRY OF PREMISES

The County may enter the Premises for any reasonable and necessary purpose, provided it is during reasonable hours.

18. WAIVER OF RIGHTS

No failure of the County to exercise any power given the County hereunder or to insist upon strict compliance by Appalachian of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the County's right to demand exact compliance with the terms hereof.

19. ENVIRONMENTAL LAWS

(a) Appalachian shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by the County. Any approval must be preceded by submission to the County of appropriate Material Safety Data Sheets (MSD Sheets). In the event of approval by the County, Appalachian covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes ordinances, rules and regulations, and laws, whether now in force or hereafter adopted, relating to Appalachian's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either the County or Appalachian relating to the use by Appalachian on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by Appalachian or upon the expiration or earlier termination of this lease, in compliance with all applicable laws.

(b) Appalachian shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Appalachian shall provide the County with copies

of all such items upon request. Appalachian shall provide, within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any environmental law or regulation by Appalachian, or related in any manner to Hazardous Materials. In addition, Appalachian shall provide the County with copies of all responses to such correspondence at the time of the response.

(c) If Appalachian fails to comply with the Covenants to be performed hereunder with respect to Hazardous materials, or if an environmental protection lien is filed against the premises as a result of the actions of Appalachian, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.

(d) Appalachian will give the County prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state or local authorities, of any fire, or any damage occurring on or to the Premises.

(e) Appalachian will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

(f) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

20. ABANDONMENT

Appalachian shall not abandon the Premises at any time during the Lease term. If Appalachian shall abandon the premises or be dispossessed by process of law, any Personal Property belonging to Appalachian and left on the Premises shall, at the option of the County, be deemed abandoned, and available to the County to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

21. DEFINITIONS

The "County" as used in this Lease shall include the undersigned, its representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 22, its representatives, assigns and successors. "Appalachian" shall include the undersigned and its representatives, assigns and successors, and if this lease shall be validly assigned or sublet, shall include also Appalachian's assignees or sublessees as to the Premises covered by such assignment or sublease. The "County", "Appalachian", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

22. NOTICES

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to

Appalachian shall be delivered or sent to the address shown at the beginning of this Lease, with a copy to Office of General Counsel, Appalachian State University, ASU Box 32126, Boone, NC 28608. Notices to the County shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof.

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

23. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto.

24. AUTHORIZED LEASE EXECUTION

Each individual executing this Lease as director, officer or agent of a party hereto represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of such party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date and year first above written.

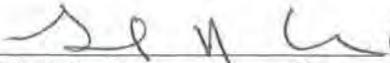
LANDLORD:

TENANT:

WATAUGA COUNTY:

APPALACHIAN STATE UNIVERSITY:

By: _____ (SEAL)
Title: Deron Geouque, County Manager

By:  (SEAL)
Title: Sheri N. Everts, Chancellor

Date: _____

Date: _____

Office of General Counsel
Reviewed/approved as to form.
Initials: 

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

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AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Boards and Commissions

MANAGER'S COMMENTS:

Watauga County Board of Adjustment

Janet Beck has resigned from the Board of Adjustment. Her 3-year term was set to expire in November. She is an at-large appointee. The Commissioners have the option of appointing someone to finish the term or to make a new 3-year appointment that would expire in November, 2019.

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AGENDA ITEM 13:

MISCELLANEOUS ADMINISTRATIVE MATTERS

D. Announcements

MANAGER'S COMMENTS:

The Trustees of Caldwell Community College & Technical Institute invite the Board of Commissioners to a meeting on Wednesday, May 18, 2016, at 6:00 P.M. at the Occupational Training Facility on Hwy 105 Bypass, Boone NC, in Room 106.

The Military Officers Association of America's 8th Annual Memorial Day Program will be held at Boone Mall on Monday, May 30, 2016, with the ceremony commencing at 10:30 A.M. Please see the invitation for more details.



Caldwell Community College and Technical Institute

Office of the President



April 25, 2016

Mr. Deron Geouque
Watauga County Manager
814 West King Street, Suite 205
Boone, NC 28607

Dear Mr. Geouque:

The Trustees of Caldwell Community College and Technical Institute would like to schedule a joint meeting of the College Board of Trustees, the Watauga County Commissioners and the Watauga Board of Education on Wednesday, May 18, 2016 at 6:00 p.m. at the Occupational Training Facility on Hwy 105 By-pass, (W141) Room 106.

Will you please check the date and time with the Commissioners and let my assistant, Donna Church know either by e-mail: dchurch@cccti.edu or phone: 828-726-2210, if May 18, 2016 at 6:00 p.m. will accommodate the Watauga County Commissioners schedule. Since a meal will be provided, we will need to know who will attend by Tuesday, May 10.

Sincerely,

Kenneth A. Boham, Ed.D.
President

dlc

2855 Hickory Blvd., Hudson, NC 28638 • 828.726.2210
Email: kboham@cccti.edu • Fax: 828.726.2300 • www.cccti.edu

An Equal Opportunity Educator & Employer



Military Officers Association of America

High Country Chapter
P. O. Box 3312
Boone, NC 28607



This letter is a personal invitation to join us in our 8th annual Memorial Day observance at the Boone Mall on Monday, May 30th, 2016. The ceremony commences at 10:30 with a medley of patriotic music by the Watauga County Community Band. At 11PM, we will open with the posting of the Military Colors Followed by the playing of our National Anthem by the band. Special introductions and a Guest Speaker will follow.

This year our guest speaker is U.S. Army Veteran Dale Beatty who is the current president of the High Country Chapter of Purple Heart Homes, serving veterans in our community.

In the past this event has drawn 400+ attendees from across the community and we expect that this year the ceremony will be as well received as it has been in the past.

This day represents a day when we should all take time to reflect on those who have made the ultimate sacrifice of giving their lives for the freedom of others. On this day we also support the families of our military personal who have lost loved ones and who have sacrificed silently over the years.

Let's Honor Them on this Day.

Please plan to attend and participate, and encourage all your members and staff to join us. Wearing of the service uniform or organizational uniform by our Veterans' organizations is encouraged. If you have any questions regarding this event, please contact me.

Sincerely,

Bob Gibbard, President
High Country Chapter, MOAA

gibbardro@appstate.edu
262-3039 (w) 434-5032 (c)



AGENDA ITEM 14:

PUBLIC COMMENT

AGENDA ITEM 15:

BREAK

AGENDA ITEM 16:

CLOSED SESSION

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