

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

**TUESDAY, JUNE 16, 2015
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: June 2, 2015, Regular Meeting June 2, 2015, Closed Session		1
	3	APPROVAL OF THE JUNE 16, 2015, AGENDA		9
5:35	4	PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE FOLLOWING ORDINANCES: A. An Ordinance To Regulate Loud Disturbing Noise And Activities B. Ordinance To Regulate High Impact Land Uses (Which Will Include Regulations For Junkyards And, Therefore, Call For The Repeal Of The Ordinance To Regulate Junkyards And Automobile Graveyards)	MR. JOE FURMAN	11 19
5:35	5	ACCEPTANCE OF GRANT AWARD RELATED TO PERMANENT HOUSEHOLD HAZARDOUS WASTE SITE	MS. HEATHER BOWEN	41
5:40	6	REAPPOINTMENT OF TAX ASSESSOR	MR. DERON GEOUQUE	67
5:55	7	COMMUNICATIONS AND EMERGENCY SERVICES 911 ADDRESSING SOFTWARE REQUEST	MR. JEFF VIRGINIA	69
6:00	8	BUDGET AMENDMENTS	MS. MARGARET PIERCE	73
6:05	9	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Watauga Medics Proposed Contract Revision – Second Ratifying Vote of Additional Revision B. Request for Transition Period for New Elections Director C. Proposed Fiscal Year 2016 AppalCART Contracts D. Boards and Commissions E. Announcements	MR. DERON GEOUQUE	77 87 89 97 105
6:10	10	PUBLIC COMMENT		108
7:10	11	BREAK		108
7:15	12	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		108
7:30	13	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

June 2, 2015, Regular Meeting

June 2, 2015, Closed Session

DRAFT**MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, JUNE 2, 2015**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 2, 2015, 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. "Four" Eggers, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

Commissioner Yates opened the meeting with a prayer and Commissioner Welch led the Pledge of Allegiance.

Chairman Hodges called the meeting to order at 8:31 A.M.

APPROVAL OF MINUTES

Chairman Hodges called for additions and/or corrections to the May 19, 2015, regular meeting and closed session minutes.

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the May 19, 2015, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Kennedy, moved to approve the May 19, 2015, closed session minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Hodges called for additions and/or corrections to the June 2, 2015, agenda.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the June 2, 2015, agenda as presented.

VOTE: Aye-5
Nay-0

PROPOSED PROCLAMATION DECLARING JUNE 15, 2015 AS ELDER ABUSE AWARENESS DAY

Ms. Laura Jane Ward, High Country Area Agency on Aging-Ombudsman, presented a proposed proclamation declaring June 15, 2015, as Elder Abuse Awareness Day. Governor McCrory has proclaimed May 8th through June 22nd, 2015, as “Vulnerable and Elder Abuse Awareness Month” in North Carolina.

Commissioner Yates, seconded by Commissioner Welch, moved to adopt the proclamation as presented.

VOTE: Aye-5
Nay-0

GREEN VALLEY PARK ASSISTANCE REQUEST

Mr. Eric Woolridge, working on behalf of High Country Pathways, requested County assistance in helping to reduce the construction cost of the paved walking loop at the Green Valley Park river access which is being funded through a grant. High Country Pathways is requesting the use of County forces to haul the gravel to the Green Valley Park.

County Manager Geouque stated that should the Board wish to assist High Country Pathways, staff would work the project into the existing schedule with the new ambulance base remaining the priority for County forces at this time.

Commissioner Yates, seconded by Commissioner Kennedy, moved to authorize County staff to haul gravel to Green Valley Park for the construction of the paved walking loop contingent upon the County Manager’s approval,

VOTE: Aye-5
Nay-0

JUVENILE CRIME PREVENTION COUNCIL (JCPC) FY 2016 CERTIFICATION, MEMBERSHIP, AND COUNTY PLAN

Ms. Pan Adams-McCaslin presented the Juvenile Crime Prevention Council (JCPC) Certification and County Plan as well as the membership roster for FY 2016.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve certification, the County Plan and membership as presented by Ms. Adams-McCaslin.

VOTE: Aye-5
Nay-0

CONNECT NC BOND PROPOSAL INFORMATION

Ms. April Riddle, Western Regional Director for the Governor’s Office, presented a summary of the Connect NC Bond Proposal. The report was for information only and, therefore, no action was taken.

NEW RIVER ADVOCATES PRESENTATION

Ms. Deborah Greene, Board Member of New River Advocates, Inc., shared a presentation regarding the Advocates issues with the Town of Boone's proposed raw water intake project. The report was for information only and, therefore, no action was taken.

TAX MATTERS

A. Monthly Collections Report

Tax Administrator Larry Warren presented the Tax Collections Report for the month of May 2015. 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 May 2015 (which contained releases only for May, no refunds), as well as a report from the new motor vehicle billing system, North Carolina Vehicle Tax System (NCVTS), for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the Refunds and Releases Report and the North Carolina Vehicle Tax System Refunds and Releases Report for May 2015, as presented.

VOTE: Aye-5
Nay-0

ADOPTION OF THE FISCAL YEAR 2016 BUDGET ORDINANCE

County Manager Geouque presented the Fiscal Year 2016 Budget Ordinance for consideration. Below is a list of changes that were requested by the Board and which have been incorporated into the proposed budget:

General Fund

- | | | |
|--------------------------------------|------------|------------|
| • Remove 3% from BCC COLA | \$ (1,222) | |
| • Increase Children's Council | \$ 1,500 | |
| • Increase W.A.M.Y. Community Action | \$ 2,500 | |
| • Increase Miscellaneous Revenue | \$ 2,778 | Net Change |

Fire Districts

- | | | |
|---|--------------|------------|
| • Remove Boone Rural Fire District tax rate increase from five cents to six cents | \$ (146,402) | |
| • Decrease Boone Current Year tax revenues | \$ (146,402) | Net Change |

Commissioner Kennedy, seconded by Commissioner Welch, moved to adopt the Fiscal Year 2016 Budget as presented.

VOTE: Aye-5
Nay-0

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Watauga Medics Proposed Contract Revision – Second Ratifying Vote of Additional Revision

County Manager Geouque presented an additional correction to the amended Ambulance Franchise Agreement with Watauga Medics as follows:

31. For the period of this agreement, the County shall prepay to Franchisee an annual subsidy in monthly installments as follows:

~~Jan. 1, 2014 – Dec. 31, 2014: \$958,518.12 + CPI waived~~
~~Jan. 1, 2015 – Dec. 31, 2015: Previous Years amount + CPI adjustment~~
July 1, 2015 - Dec. 31, 2015: \$951,885.84
 Jan. 1, 2016 - Dec. 31, 2016: Previous Years amount+ CPI adjustment
 Jan. 1, 2017 - Dec. 31, 2017: Previous Years amount+ CPI adjustment
 Jan. 1, 2018 - Dec. 31, 2018: Previous Years amount+ CPI adjustment
 Jan. 1, 2019 - Dec. 31, 2019: Previous Years amount+ CPI adjustment
 Jan. 1, 2020 - Dec. 31, 2020: Previous Years amount + CPI adjustment

North Carolina General Statute 153A-46 requires grants, renewals, extensions, or amendments of any franchise to be passed at two regular meetings of the Board of Commissioners before it may be officially adopted. Due to the additional change this will be considered a first reading.

Commissioner Kennedy, seconded by Commissioner Yates, moved to approve the proposed Ambulance Franchise Agreement with Watauga Medics contingent upon a second ratifying vote at the June 16, 2015, Board meeting.

VOTE: Aye-5
 Nay-0

B. Proposed Revision to the NC State Highway Patrol Lease

County Manager Geouque stated that at the April 7, 2015, Board meeting, approval was given to the lease renewal for office space at the Law Enforcement Center for the North Carolina State Highway Patrol (NCSHP) which expired March 31, 2015. The requested renewal amount was \$4,560 annually for a term of one year with two one year extensions. However, due to the amount of time that it required for approval of the lease, the State is requesting the effective date be amended to July 1, 2015, to coincide with the fiscal year. The months of April, May, and June were considered as month-to-month extensions.

Commissioner Yates, seconded by Vice-Chairman Blust, approved the change of the effective date of the North Carolina State Highway Patrol (NCSHP) lease from April 1, 2015 to July 1, 2015.

VOTE: Aye-5
 Nay-0

C. Discussion of Ethics Training Opportunity

County Manager Geouque stated that each newly elected Commissioner is required to have a minimum of two clock hours of ethics education within twelve months after their initial election. Staff can arrange for a webinar to meet this requirement, if you so choose. In the past, the County has paid for the webinar and allowed the elected officials of the municipalities to participate at no charge.

By consensus, the Board directed the County Manager to purchase the webinar and bring dates back for consideration.

D. Boards and Commissions

County Manager Geouque stated that three vacancies will result as terms expire in June on the Economic Development Commission. Paul Combs has served two consecutive three-year terms and is, therefore, ineligible for reappointment at this time. Lauren Waterworth would have done the same, but resigned as a member prior to her term expiring; her seat is currently vacant. Appointments for these two seats will be regular three-year terms. Scott McKinney is relocating and has resigned as well. His term expires in June, 2016; therefore, an appointment to fill his unexpired term (which expires June 2016) will be needed.

A volunteer application was received from Mr. Tim Hodges who expressed interest in serving on the Economic Development Commission.

Commissioner Yates, seconded by Commissioner Welch, moved to recuse Chairman Hodges from the vote.

VOTE: Aye-5
Nay-0

Commissioner Yates, seconded by Commissioner Welch, moved to waive the second reading and appoint Mr. Tim Hodges to a regular three-year term which will expire in June 2018.

VOTE: Aye-4(Blust, Kennedy, Welch, Yates)
Nay-0
Recused-1(Hodges)

E. Announcements

County Manager Geouque announced the following:

- The Appalachian Theatre of the High Country invites you to attend their kickoff celebration for the campaign to renovate and restore the Appalachian Theatre. The celebration will be held on Thursday, June 4, 2015, from 5:00 -7:00 P.M. at the Appalachian Theatre on King Street.

- The North Carolina Department of Transportation invites you to attend a Local Official's Informational Meeting to be held for TIP Project: R-2566- Proposed Improvements to N.C. 105 from Shulls Mill Road to N.C. 105 Bypass. The meeting is scheduled for Tuesday, June 16, 2015 from 2:30 - 3:30 P.M. at the Watauga Campus of Caldwell Community College & Technical Institute (Building W372, Room 111) on Community College Drive in Boone. The purpose of the meeting is to provide a status update regarding the project and to gather your comments. An informal, drop-in style Public Informational Meeting will follow the Local Official's Informational Meeting from 4:00 – 7:00 P.M.
- Public hearings will be held on Tuesday, June 16, 2015, to allow for citizen comment on proposed amendments to the following: Ordinance to Regulate High Impact Land Uses and An Ordinance to Regulate Loud Disturbing Noise and Activities.
- You are invited to a Retirement Reception honoring Ms. Jane Ann Hodges, Board of Elections Director. The Reception will be held on Saturday, June 27, 2015, from 2:00 – 4:00 P.M. in the Boone United Methodist Church Fellowship Hall.

PUBLIC COMMENT

The following spoke during public comment:

Ms. Carolyn Pena, representing High Country Watch, shared concerns regarding a potential asphalt plant on Hwy 421 South and requested to be placed on the agenda for the June 16, 2015, meeting.

Ms. Ann Ward shared concerns regarding a potential asphalt plant on Hwy 421 South and requested the Board hold a public hearing.

Ms. Deborah Greene shared a handout regarding attorney/client privilege.

CLOSED SESSION

At 9:58 A.M., Commissioner Welch, seconded by Commissioner Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-5
Nay-0

Commissioner Kennedy, seconded by Commissioner Welch, moved to resume the open meeting at 10:21 A.M.

VOTE: Aye-5
Nay-0

ADJOURN

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to adjourn the meeting at 10:21 A.M.

VOTE: Aye-5
Nay-0

Jimmy Hodges, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

AGENDA ITEM 3:

APPROVAL OF THE JUNE 16, 2015, AGENDA

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AGENDA ITEM 4:

PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE FOLLOWING ORDINANCES:

A. An Ordinance To Regulate Loud and Disturbing Noise And Activities

MANAGER'S COMMENTS:

A public hearing has been scheduled to allow citizen comment on proposed amendments to the Watauga County Ordinance to Regulate Loud Disturbing Noise and Activities. The Noise Ordinance was a complete re-write as the last modification was 1986. The Planning Board approved sending the proposed changes to the Board of Commissioners for adoption. After the public hearing, the Board may wish to adopt the ordinance as presented, schedule a work session, or joint meeting with the Planning Board.

Staff seeks direction from the Board.

PUBLIC SERVICE ANNOUNCEMENT

THE WATAUGA COUNTY BOARD OF COMMISSIONERS WILL HOLD PUBLIC HEARINGS AT 5:30 P.M. ON TUESDAY, JUNE 16, 2015, IN THE COMMISSIONERS' BOARD ROOM IN THE WATAUGA COUNTY ADMINISTRATION BUILDING LOCATED AT 814 WEST KING STREET, BOONE, NORTH CAROLINA. THE PURPOSE OF THE HEARINGS SHALL BE TO ALLOW CITIZEN COMMENT REGARDING PROPOSED AMENDMENTS TO THE FOLLOWING ORDINANCES:

- AN ORDINANCE TO REGULATE LOUD DISTURBING NOISE AND ACTIVITIES
- ORDINANCE TO REGULATE HIGH IMPACT LAND USES (WHICH WILL INCLUDE REGULATIONS FOR JUNKYARDS AND, THEREFORE, CALL FOR THE REPEAL OF THE ORDINANCE TO REGULATE JUNKYARDS AND AUTOMOBILE GRAVEYARDS)

INTERESTED PARTIES ARE ENCOURAGED TO ATTEND. FOR INFORMATION OR QUESTIONS REGARDING THE PROPOSED AMENDMENTS, PLEASE CALL (828) 265-8043.

JIMMY HODGES, CHAIRMAN
WATAUGA COUNTY BOARD OF COMMISSIONERS

State of North Carolina

County of Watauga

AN ORDINANCE TO REGULATE LOUD DISTURBING NOISE AND ACTIVITIES

The Board of Commissioners for the county of Watauga, North Carolina, pursuant to G. S. 153A-133 hereby adopts this ordinance as follows:

1. Subject to the provisions of this section, it is prohibited to create, cause, or allow any unreasonably loud, disturbing noise that is plainly audible. To wit: any sound that is clearly and unambiguously communicated to a listener without the aid of any listening device, particularly, but not exclusively between the hours of 11 pm and 7 am. Noise of such character, intensity, and duration as to be detrimental to the health, safety, or welfare of any reasonable person in the vicinity is prohibited.
2. The following acts, among others, are declared to be loud disturbing noises in violation of this ordinance, but such enumeration shall not be deemed exclusive:
 - a. The use of any loud, boisterous or raucous language.
 - b. Noise emanating from a party or gathering in such volume and duration so as to disturb the quiet comfort or repose of any person in the vicinity.
 - c. The playing of any radio, television, audio device or amplification equipment at such a volume and duration so as to disturb the quiet comfort or repose of any person in the vicinity.
 - d. Intentional sounding of horns; the operation of any automobile, motorcycle, bus, or remote control device that creates loud or disturbing noise; or the operation of such vehicle or device without a muffler in good working order, so as to disturb the quiet comfort or repose of any person in the vicinity.
 - e. Operating or permitting the operation of any motor vehicle or motorcycle that engages in jackrabbit starts, spinning tires, racing engines, or other loud disturbing noises so as to disturb the quiet comfort or repose of any person in the vicinity.

- f. The repair, rebuilding or testing of any motor vehicle or motorcycle which creates loud disturbing noise so as to disturb the quiet comfort or repose of any person in the vicinity.
 - g. The creation of excessive noise on any street adjacent to any school, institution of learning, library or sanitarium or court, while same is in session, or adjacent to any hospital or church during services.
 - h. Owning, possessing, harboring, or allowing any dog, bird or other animal which by frequent or habitual howling, barking, yelping or creating other unreasonably loud disturbing noise continuously or incessantly so as to disturb the quiet comfort or repose of any person in the vicinity.
 - i. The operation of any airborne device, controlled remotely or otherwise, used in a manner and to such a degree as to disturb, annoy or harass any reasonable person, or to disturb the quiet comfort or repose of any person in the vicinity.
3. The Watauga County Sheriff's Office shall be responsible for the enforcement of this ordinance. Violations shall constitute a Class 3 misdemeanor and may be punishable in accordance with NCGS §14-4 including a fine of up to five hundred (\$500) dollars.
4. A civil action seeking penalties; along with orders of abatement and injunction may be directed toward persons found responsible for creating noise or disturbances as defined herein.
5. The following uses and activities, among others, shall be exempt from the provisions of this ordinance. However, such enumeration shall not be deemed exclusive:
 - a. Noise resulting from farming operations, including but not limited to, farm machinery, farm equipment, and livestock.
 - b. Noise associated with normal operations of any facility properly licensed by the North Carolina Department of Agriculture, Veterinary Division as a boarding kennel, pet shop, dealer, or from any officially established animal shelter.
 - c. Noise associated with any legal operations of any firearms club or association.
 - d. Noise caused by the discharge of firearms by law enforcement officers in the performance or their official duties or during official firearms training.

- e. Noise associated with any event held in recognition of a community celebration of national, state or county events or public festivals.
 - f. Non-amplified crowd noise.
 - g. Chimes or bells of businesses, schools, camps or religious institutions in the daylight hours that operate no longer than 10 minutes in any hour.
 - h. Emergency vehicles and signaling devices.
 - i. Noise associated with any fire alarm, security system, or any alarm designed to elicit a response from emergency services.
6. An Ordinance To Regulate Loud Disturbing Noise, As Amended, found in Watauga County Book of Ordinances #4, page 10, enacted July 22, 1986 is hereby repealed.
7. This ordinance shall be in effect on this the ___ day of _____ 2015.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA


AN ORDINANCE TO REGULATE LOUD DISTURBING NOISE, AS AMENDED

The Board of Commissioners of Watauga County, North Carolina, pursuant to G.S. 153A-133, do ordain as follows:

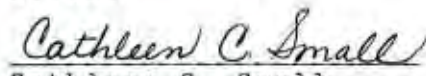
- Section 1. Subject to the provisions of this section, the creation of any unreasonably loud disturbing noise in the county is prohibited. Noise of such character, intensity and duration as to be detrimental to the health, safety or welfare of any individual is prohibited.
- Section 2. The following acts, among others, are declared to be loud, disturbing noises in violation of this section, but such enumeration shall not be deemed to be exclusive:
- (a) The use of any loud boisterous or raucous language or shouting so as to annoy or disturb the quiet, comfort or repose of any person in the vicinity.
 - (b) The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion only as a danger signal; the creation of means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such device for an unreasonable period of time.
 - (c) The playing of any radio, phonograph or any musical instrument in such manner or with such volume, particularly during hours between 11:00 P.M. and 7:00 A.M., as to annoy or disturb the quiet, comfort or repose of any person in any dwelling, hotel or other type of residence.
 - (d) The use of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud grating, grinding, rattling or other noise.

Section 3. The Watauga County Sheriff's Department shall be responsible for enforcement of this ordinance. Violations shall be a misdemeanor and punishable as specified in North Carolina General Statutes 14-4.

Section 4. This Ordinance will be in effect as of July 22, 1986.


Jay L. Teams, Chairman

ATTEST:


Cathleen C. Small
Clerk to the Board

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AGENDA ITEM 4:**PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT ON PROPOSED AMENDMENTS TO THE FOLLOWING ORDINANCES:**

B. Ordinance To Regulate High Impact Land Uses (Which Will Include Regulations For Junkyards And, Therefore, Call For The Repeal Of The Ordinance To Regulate Junkyards And Automobile Graveyards

MANAGER'S COMMENTS:

A public hearing has been scheduled to allow citizen comment on proposed amendments to the Watauga County Ordinance to Regulate High Impact Land Uses (HILU) and incorporates regulations for junkyards. The Planning Board approved sending the proposed changes to the Board of Commissioners for adoption. After the public hearing, the Board may wish to adopt the ordinance as presented, schedule a work session, or joint meeting with the Planning Board. In the event the Board adopts the proposed ordinance, the Ordinance to Regulate Junkyards and Automobile Graveyards would be repealed and included in the HILU Ordinance.

Staff seeks direction from the Board.

PUBLIC SERVICE ANNOUNCEMENT

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- AN ORDINANCE TO REGULATE LOUD DISTURBING NOISE AND ACTIVITIES
- ORDINANCE TO REGULATE HIGH IMPACT LAND USES (WHICH WILL INCLUDE REGULATIONS FOR JUNKYARDS AND, THEREFORE, CALL FOR THE REPEAL OF THE ORDINANCE TO REGULATE JUNKYARDS AND AUTOMOBILE GRAVEYARDS)

INTERESTED PARTIES ARE ENCOURAGED TO ATTEND. FOR INFORMATION OR QUESTIONS REGARDING THE PROPOSED AMENDMENTS, PLEASE CALL (828) 265-8043.

JIMMY HODGES, CHAIRMAN
WATAUGA COUNTY BOARD OF COMMISSIONERS



Ordinance to Regulate High Impact Land Uses

Watauga County, NC

Adopted March 18, 2003
Amended February 18, 2014
Amended , 2015

TABLE OF CONTENTS

ARTICLE I - INTRODUCTION

- Section 1. General Purpose
- Section 2. Legal Authority
- Section 3. Territorial Coverage

ARTICLE II - REGULATED LAND USES

- Section 1. Regulated Uses
 - A. Category 1**
 - B. Category 2**
 - C. Category 3**
- Section 2. Definitions
- Section 3. Regulations and Standards Imposed
 - A. Parking Space Requirements
 - B. Building Height Limits
 - C. Outdoor Lighting Standards
 - D. ~~Bufferyards and~~ Setbacks Required
 - E. **Landscaping Plans Buffers** Required
 - F. ~~Screening Effect Required~~
 - G. **F. Spacing Requirements**

ARTICLE III – PRE-EXISTING HIGH IMPACT LAND USES

- Section 1. Grandfathering of Pre-existing High Impact Land Uses
 - A. Expansion
 - B. Reconstruction
- Section 2. New High Impact Land Uses Regulated
- Section 3. Pre-existing Regulated Land Uses**

ARTICLE IV - PERMIT REQUIRED

- Section 1. Permitting Process.
 - A. Development Permits Required
 - B. Applications for Development Permits
- C. Administrator to Maintain Permit Records
- D. Remedies for Noncompliance
- Section 2. Posting Upon Permit Approval**
- Section 3. Appeal of Permit Denial**

ARTICLE V – APPEALS AND VARIANCES

- Section 1. ~~Establishment of Appellate Board~~ **Board of Adjustment**
- Section 2. ~~Powers of Appellate Board in hearing Appeals and Variances~~ **Board of Adjustment Powers**
- Section 3. Administration
- Section 4. Quorum and Vote Required
- Section 5. Application of the Variance Power
- Section 6. Application of Interpretation Power
- Section 7. Appeal Stays Further Proceedings
- Section 8. Exceptions to Stay of Action
- Section 9. Appeals of Board Actions

ARTICLE VI – ENFORCEMENT AND PENALTIES

- Section 1. Administration and Enforcement
- Section 2. Conflict with Other Laws
- Section 3. Penalties
- Section 4. Severability Clause
- Section 5. Ordinance Amendments

ARTICLE I

INTRODUCTION

Section 1 General Purpose. The following regulations of High Impact Land Uses are adopted for the purpose of promoting the health, safety and general welfare of the citizens of Watauga County, and to promote the peace and dignity of the county; the Watauga County Commissioners hereby establish certain criteria relating to high impact land uses. These uses by their very nature produce objectionable levels of noise, odors, vibrations, fumes, light, smoke, and other impacts upon the lands adjacent to them. These standards shall allow for the placement and growth of such uses, while maintaining the health, safety, and general welfare standards of established residential and commercial areas in Watauga County.

Section 2 Legal Authority. This ordinance is adopted under the general ordinance authority granted to counties by the General Assembly of North Carolina. (General Statutes 153A-121 *et seq.*, and other pertinent statutes and amendments thereto).

Section 3 Territorial Coverage. Pursuant to NCGS § 153A-122, this ordinance shall apply to all areas of unincorporated Watauga County which are not within the extraterritorial planning jurisdictions of any municipalities. All municipalities, their respective corporate limits, and extra-territorial jurisdiction shall be exempted from the ordinance, unless they choose to adopt this ordinance or some form thereof. **This ordinance does not apply to Watauga County owned and operated solid waste facilities or container sites.**

ARTICLE II

REGULATED LAND USES

Section 1 Regulated Uses. This ordinance applies ~~only~~ to the following ~~listed~~ High Impact Land Uses:

- A. Category 1. Asphalt Plants, Cement Mixing Facilities, and Quarries/Stone Crushers.**
- B. Category 2. ~~Asphalt Plants, Cement Mixing Facilities,~~ Propane or Gasoline Bulk Storage Facilities, ~~Cement Mixing Facilities,~~ Chemical Manufacturing, Chemical Storage Facilities, Chip Mills, Electricity Generating Facilities (**excluding Wind and Solar Power Farms**), Explosives Manufacturing, **Junk/Scrap Yards.****
- C. Category 3. Fuel Oil Bulk Storage Facilities, Electric Substations, Commercial/Industrial Development with aggregate building footprint 50,000 square feet or greater, **Recycling Facilities and Solar Power Farms. (NOTE: Wind Power Farms are regulated by separate Watauga County Ordinance.)****

Section 2 Definitions. The following definitions shall be used for the purposes of interpreting this ordinance. For terms not defined below, the common usage of the term shall prevail.

Agricultural Farm – A bona fide farm whose primary purpose is the production of agricultural products including but not limited to crops, fruits, Christmas trees, vegetables, ornamental or flowering plants, dairy, livestock, poultry, and all other forms of agricultural products having a domestic or foreign market.

Asphalt Plant – ~~The equipment necessary to produce petroleum bitumen, which when mixed with proper amounts of sand or gravel (or both) results in or may be used in producing material suitable for paving and/or roofing.~~ **A facility utilizing equipment that blends, dries, heats and mixes aggregates with asphalt cement to produce hot mix asphalt (HMA), including batch and drum plants.**

Assisted Living Facility – Any group housing and services program for two or more unrelated adults, however named, that makes available, at a minimum, one meal a day and housekeeping services and provides personal care services directly or through a formal written agreement with one or more NC licensed home care or hospice agencies.

Automobile Graveyard – **An establishment which is used for storing, keeping, processing, buying or selling more than five (5) wrecked, abandoned, scrapped, ruined or dismantled motor vehicles or motor vehicle parts.**

Cement Mixing Facility – **A facility utilizing equipment that combines materials including but not limited to sand, water, aggregate, ash, and cement to form concrete, including ready mix and central mix plants.**

Chemical – An element, chemical compound, a mixture of elements or compounds or both.

Chemical Manufacturing – A facility involved in the production, synthesis, formation, processing, refining, manufacturing, and/or distribution of chemical products in bulk.

Chemical Storage Facilities – A facility used for the storage of chemical compounds in bulk.

Child Care Facility – Includes child care centers, family child care homes, and any other child care arrangement not excluded by NCGS §110-86(2), that provides child care, regardless of the time of day, wherever operated, and whether or not operated for profit.

- a. A child care center is an arrangement where, at any one time, there are three or more preschool-age children or nine or more school-age children receiving child care.
- b. A family child care home is a child care arrangement located in a residence where, at any one time, more than two children, but less than nine children, receive child care.

Chip Mill – A mechanized facility that grinds whole logs into wood chips for paper, particle board and other products and is capable of producing at least 250,000 tons annually.

Commercial – Use for an occupation, employment, or enterprise that is carried on for profit by the owner, lessee, or licensee.

Dwelling– **Any building, structure, manufactured home or mobile home, or part thereof, used and occupied for human habitation.**

Educational Facility – Includes elementary schools, secondary schools, community colleges, colleges, and universities. Also includes any property owned by those facilities used for educational purposes.

Electricity Generating Facility - A stand-alone plant, not ancillary to another land use, which generates electricity to be distributed to consumers including but not limited to fossil fuel burning facilities, **wind power farms**, and solar power farms. This definition shall not include electricity produced on an agricultural farm or residence whose use is limited to on-site consumption which only sells electricity to a public utility incidental to the on-site use.

Explosives Manufacturing – Manufacturing of a chemical compound, mixture, or device, the primary or common purpose of which is to function by explosion. This term includes but

is not limited to dynamite, black powder, pellet powder, initiating explosives, detonators, safety fuses, squibs, detonating cord, igniting cord, igniters, and display fireworks, but does not include hand-loaded small arms ammunition.

High Impact Land Use – For the purposes of this ordinance, this term means any and all of the **Category 1, and Category 2, and Category 3** uses listed in Article II, Section 1.

Regulated Uses.

Industrial – Use engaged in the manufacturing, and basic processing of materials or products predominantly from extracted or raw materials, or previously prepared materials, including processing, fabrication, assembly, treatment, packaging, storage, sales, and distribution of such products.

Junk/Scrap Yards – **An outdoor establishment primarily engaged in the collection, sorting, outdoor storage and/or distribution of recyclable scrap and waste materials including automobiles, cans, steel containers, cast iron, appliances, construction materials, and other ferrous metals.**

Nursing Home – A facility, however named, which is advertised, announced, or maintained for the express or implied purpose of providing nursing or convalescent care for three or more persons unrelated to the operator.

Ordinance Administrator – The Watauga County Department of Planning and Inspections.

Propane – A heavy flammable gaseous alkane C₃H₈, found in crude petroleum and natural gas, also known as LP Gas.

Propane, Gasoline or Fuel Oil Bulk Storage Facilities – A facility whose primary purpose is the storage, distribution, mixing or transfer of flammable or combustible liquids or gases received by or transferred by tank vessel, pipelines, tank car, piping, or portable tank or container. This definition shall not include filling stations used solely for distribution to individual consumers.

Processing – **Any technique designed to change the physical, chemical, or biological character or composition of any material so as to render it safe for transport; amenable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.**

Public Outdoor Recreation Area – **A tract of land owned by a government agency or a non-profit community group intended for use for active or passive recreation. This does not include similarly owned land intended for conservation.**

Quarry/Stone Crusher – **A place from which dimension stone, rock, construction aggregate, riprap, sand, gravel, or slate is excavated from the ground and/or processed for use.**

Recovered Material – **A material that has known recycling potential, can be feasibly recycled, and has been diverted or removed from the solid waste stream for sale, use, or reuse.**

Recycling Facility – **A building or structure used for the indoor collection, separation, storage and/or processing of recovered materials including non-ferrous metals and may include a time-limited outdoor material collection and storage area. It does not include a thrift store, antique or secondhand store.**

Religious Facility – **A facility operated by religious organizations for worship, religious activity or instruction, and related accessory uses on the same site including living quarters and/or child care operations. Solo cemeteries are excluded.**

Replacement Value – The cost to restore a structure to its previously existing condition as computed by an appraisal which has been conducted by an appraiser holding a North

Carolina State Certified General Real Estate Appraisal License and conducted in compliance with generally accepted practices within the appraisal community.

Section 3. Regulations and Standards Imposed

A. Parking Space Requirements. Adequate parking facilities as set forth below **shall be provided to accommodate the type and intensity of vehicles likely to** handle automobiles for each site **frequent High Impact Land Uses**. When application of the following results in a fractional space requirement, the next larger number requirement shall prevail. **Standards for specific land uses are as follows:**

(1) ~~Regulated~~ Retail uses shall provide parking spaces as follows: **three (3) spaces per 1,000 square feet of gross floor area for buildings up to 10,000 square feet in size, and five (5) spaces per 1,000 square feet of gross floor area in excess of 10,000 square feet.**

(a) ~~33 spaces for the first 11,000 square feet of floor space; and~~

(b) ~~One space per each 200 square feet of additional floor space in excess of the first 11,000 square feet.~~

(2) ~~Regulated~~ hotel, motel, and housing structure uses of this nature **Overnight accommodations** shall provide **one and one-half (1.5)** spaces per bedroom.

(3) ~~Regulated~~ Factory, **Industrial** and Commercial (other than specified in (1) and (2) above), and ~~industrial buildings~~ **uses** shall provide **one and one-half (1.5)** spaces per three employees, computed on the total employment.

Parking spaces shall be at least nine (9) by eighteen (18) feet. ~~Minimum aisle widths and parking design shall be as depicted in Illustration II-1.~~ **Accessible spaces shall be provided in accordance with applicable NC Building Code requirements. The Ordinance Administrator may permit deviations from the preceding specified standards based upon the expected parking needs of the establishment while recognizing the desire to limit excess parking area.**

B. Building Height Limits. In order to allow for adequate fire protection, no building shall exceed a vertical height of forty (40) feet, measured ~~from the top of the foundation (entrance grade) to the highest point of the roof assembly; no more than one (1) occupancy story may be below this entrance grade.~~ **as defined by the Watauga County Height of Structures Ordinance.**

~~Excluded from this limitation are the following:~~

(1) ~~Water, radio, telephone or television towers or any equipment for the transmission of — electricity or communications, or both; and~~

(2) ~~Structures which are slender in nature and minor vertical projections of a parent building, including chimneys, flagpoles, flues, spires, steeples, belfries, cupolas,~~

~~antennas, poles, wires or windmills, provided no part of the structure which is higher than 40 feet is intended for human habitation.~~

- C. Outdoor Lighting Standards. ~~In order to ensure lighting that is safe, secure and not glaring to either the facility's employees or customers, or neighbors,~~ High Impact Land Uses shall use outdoor lighting that does not produce **create a nuisance** light that trespasses on adjacent property, roadways, or ~~pollutes~~ **pollute** the natural **night** sky. These objectives are easily accomplished by choosing good quality, shielded fixtures. Therefore:

- (1) All parking lot lighting shall use full cutoff lighting fixtures;
- (2) Wall-packs and floodlights shall be either full cutoff design or have shields such that they do not put any light above the horizon and will be mounted to not shine on roadways and neighboring properties. Use of floodlights is discouraged;
- (3) Typical pole-mounted "dusk-to-dawn" security lights shall use reflecting "sky caps" instead of clear plastic refractors;
- (4) Building façade lighting shall not shine above the facades; and
- (5) For buildings required by the NC Building Code to have plans prepared by a design professional, the lighting levels shall be determined as defined by the Recommended Practices of the Illuminating Engineering Society of North America, or other recognized lighting publication. All other buildings comply with the requirement by virtue of compliance with (1) through (4) of this section.

D. Bufferyards and Setbacks Required.

- (1) **Category 1 & 2 High Impact Land Uses shall be set back 100 feet from side and rear property lines.** ~~For asphalt plants, electricity generating facilities, bulk propane or gasoline storage facilities, chip mills, explosives manufacturing, chemical manufacturing, and chemical storage facilities(except as set forth in #3 below), there shall be a 100 foot screening bufferyard adjoining side and rear property lines not adjoining a road.~~
- (2) **Category 3 High Impact Land Uses shall be set back 75 feet from side and rear property lines.** ~~For bulk fuel oil storage, electric substations, cement mixing facilities, and commercial/industrial developments with aggregate building footprint 50,000 square feet or greater (except as set forth in #3 below), there shall be a 75 foot screening bufferyard adjoining side and rear property lines not adjoining a road.~~
- (3) Where High Impact Land Uses adjoin each other, ~~broken screen bufferyards on the adjoining side of the following widths are required.~~ **the required setbacks along common boundary lines for each High Impact Use may be reduced by 50% as follows:**
 - (a) ~~For asphalt plants, electricity generating facilities, bulk propane or gasoline storage facilities, chip mills, explosives manufacturing, chemical manufacturing~~

facilities and chemical storage facilities—45 feet; **For Category 1 & 2 High Impact Land Uses – 45 feet;**

- (b) For bulk fuel oil storage, electric substations and cement mixing facilities—25 feet; **For Category 3 High Impact Land Uses – 25 feet.**
 - (c) For commercial/industrial development with aggregate building footprint 50,000 square feet or more—20 feet; and
- (4) The following **Category 1 & 2** High Impact Land Uses shall be set back 185 feet from the edge of **travel area (stone or paved) pavement of all public roads.** ~~(or graveled surface, for unpaved roads)~~ of all roads: asphalt plants, electricity generating facilities, bulk propane or gasoline storage facilities, chip mills, explosives manufacturing, chemical manufacturing facilities, and chemical storage facilities. **In no instance shall such setbacks be less than 20 feet from any recorded right of way or NCDOT property boundary.**
- (5) High Impact Land Uses shall be set back from all perennial waters indicated by blue lines on the most recent versions of USGS 1:24,000 (7.5 minute) scale topographic maps as follows:
- (a) There shall be a 100 foot vegetative buffer from top of stream bank for all “blue line” streams with 30 feet being undisturbed and 70 feet managed vegetation for all High Impact Land Uses. **Publicly accessible walkways may be allowed within the managed vegetation area.**
 - (6) No part of a yard provided around any building or structure for the purpose of complying with the provisions of this ordinance shall be included as a part of a yard required under this ordinance for any other building or structure.

E. ~~Landscaping Plans Required.~~ **Landscape Buffers Required**

Each High Impact Land Use shall be constructed in compliance with a landscaping plan which has been approved by the Ordinance Administrator, or the Board of Commissioners if appealed pursuant to Article V of this ordinance, **shall be effectively buffered by landscaping** which ~~minimizes~~ **lessens** the visual impact of the development at road grade level and from all sides with non-High Impact Uses in place and ~~maximizes~~ **increases** the buffering of noise and particulate matter.

Each applicant shall submit a landscaping plan which describes in detail how the above objectives will be met. The Ordinance Administrator, or the Board of Commissioners if appealed pursuant to Article V of this ordinance, may reasonably require adjustments and/or alterations to any proposed landscape plan as is necessary to comply with the provisions of this ordinance.

(1) Category 1 & 2 Landscape Buffer

All Category 1 & 2 High Impact Land Uses shall be buffered utilizing the following combination of landscape material designed for screening effect:

F. Screening Effect Required:

The following provides detail on screening required for specified High Impact Land Uses. The screening may be located within any required bufferyard or setback. For those High Impact Land Uses for which no setback from edge of pavement (or graveled surface if applicable) is required, the screening shall be located between any road and any building or parking area.

(1) For asphalt plants, electricity generating facilities, bulk propane or gasoline storage, chip mills, explosives manufacturing, chemical manufacturing facilities, and chemical storage facilities, the landscape plan shall detail how the bufferyard creates an Opaque Screen consisting of the following:

- (a) Deciduous trees – **three (3) per 100 lineal feet of property boundary line;** placed a maximum of 20 feet apart and
- (b) Evergreen trees – **six (6) per 100 lineal feet of property boundary line;** placed 10 feet apart (2 staggered rows) or 5 feet apart (single row) and
- (c) Shrubs – **ten (10) per 100 lineal feet of property boundary line.** placed a maximum of 10 feet apart.
- (d) Opaque wooden fences, masonry walls or landscaped earth berms a minimum of 6 feet tall may be used in lieu of or in combination with evergreen trees.

(2) Category 3 Landscape Buffer

All Category 3 High Impact Land Uses shall be buffered utilizing the following combination of landscape material designed for aesthetic effect:

- (a) Deciduous/Evergreen trees – **four (4) per 100 lineal feet of property boundary line;** placed a maximum of 25 feet apart; and
- (b) Shrubs – **ten (10) per 100 lineal feet of property boundary line.** placed a maximum of 10 feet apart.

Opaque fencing made from conventional material or masonry walls and existing healthy trees and shrubs may be used in combination with a reduced number of required trees and shrubs when landscape buffer objectives are met and plans are approved by the Ordinance Administrator.

(2) For bulk fuel oil storage, electric substations, cement mixing facilities and commercial/industrial development with aggregate building footprint 50,000 square feet or greater, the landscaping plan shall detail how the bufferyard creates a Broken Screen consisting of the following:

(3) For both the Opaque Screen and the Broken Screen, the following shall apply. **Plant material shall be inspected and approved prior to planting and must meet the following minimum size requirements:**

- ~~(a) Trees shall be planted a distance equal to the width of the tree spread at maturity from the property line;~~
- (b) **(a)** Deciduous trees shall be a minimum of 6 feet tall with a 1 ½ -inch caliper measured six inches above grade, upon planting;
- (c) **(b)** Evergreen trees shall be a minimum of 6 feet tall, upon planting;
- (d) **(c)** Shrubs shall be a minimum of 1 foot tall, upon planting;
- ~~(e) Natural Features and existing vegetation may be used in lieu of the above required screening, provided that the minimum height and spacing requirements are met.~~
- ~~(f) Fences may be used to meet the standards, but are not required; and~~
- ~~(g) The bufferyard may be penetrated by entrance/exit driveway(s)~~

G. F. Spacing Requirements.

~~The location of asphalt plants, electricity generating facilities, chip mills, explosives manufacturing facilities, chemical manufacturing facilities, and chemical storage facilities shall not be within 1,500 feet of a public or private educational facility, a NC licensed child care facility, a NC licensed assisted living facility, NC licensed nursing home.~~

- (1) Category 1 & 2 High Impact Land Uses may not be established within 1,500 feet of a public or private Educational Facility, NC licensed Child Care Facility, NC licensed Assisted Living Facility, NC licensed Nursing Home, Public Outdoor Recreation Area, or Religious Facility.** In order to establish ~~permitted locations~~ **required spacing**, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building, structure, or outdoor storage area ~~used as part of the premises of the above-listed High Impact Land~~ **utilized by a Category 1 or 2 Land** Uses, to the nearest property line of the ~~premises of the above-listed protected facilities.~~
- (2) Category 1 High Impact Land Uses may not be established within 500 feet of a dwelling. In order to establish required spacing, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building, structure, or outdoor storage area utilized by a Category 1 Land Use, to the nearest portion of a dwelling.**

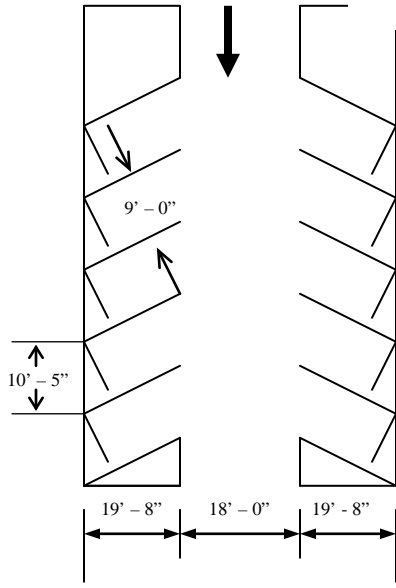
Presence of a city, county or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the spacing requirements of this Section.

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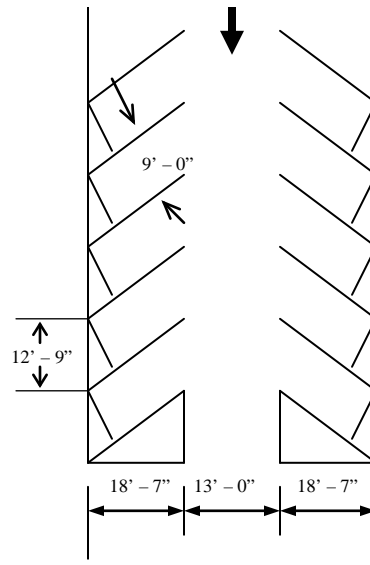
Table of Development Standards

<i>High Impact Land Uses (HILU)</i>	Parking Requirements	Building Height	Outdoor Lighting	Front Setback (from edge of pavement)	Side,Rear Buffers & Setbacks	Buffer, Adjacent HILU #	Stream Setback (from top of bank)	Screen Type
<i>Asphalt Plants</i>	Yes	Yes	Yes	Yes-185'*	Yes-100'	45'	Yes-100' 70-30 split	Opaque
<i>Electricity Generating Facilities</i>	Yes	Yes	Yes	Yes-185'*	Yes-100'	45'	Yes-100' 70-30 split	Opaque
<i>Propane/Gasoline Bulk Storage</i>	Yes	Yes	Yes	Yes-185'*	Yes-100'	45'	Yes-100' 70-30 split	Opaque
<i>Chip Mills</i>	Yes	Yes	Yes	Yes-185'*	Yes-100'	45'	Yes-100' 70-30 split	Opaque
<i>Explosives Manufacturing</i>	Yes	Yes	Yes	Yes-185'*	Yes-100'	45'	Yes-100' 70-30 split	Opaque
<i>Chemical Manufacturing and Storage</i>	Yes	Yes	Yes	Yes-185'*	Yes-100'	45'	Yes-100' 70-30 split	Opaque
<i>Fuel Oil Bulk Storage</i>	Yes	Yes	Yes	No	Yes-75'	25'	Yes-100' 70-30 split	Broken
<i>Electric Substations</i>	Yes	Yes	Yes	No	Yes-75'	25'	Yes-100' 70-30 split	Broken
<i>Cement Facilities</i>	Yes	Yes	Yes	No	Yes-75'	25'	Yes-100' 70-30 split	Broken
<i>Commercial/Industrial Buildings 50,000+ sq.ft.</i>	Yes	Yes	Yes	No	Yes-75'	20'	Yes-100' 70-30 split	Broken
				* Min. 20' from ROW		# Broken Screen for All		

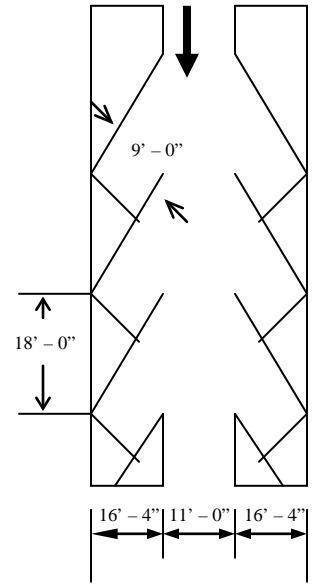
Parking Standards Illustration II-1



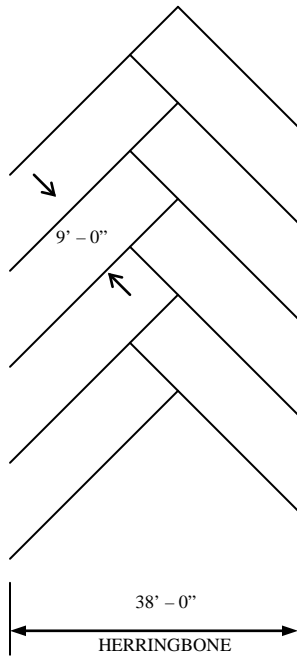
60°



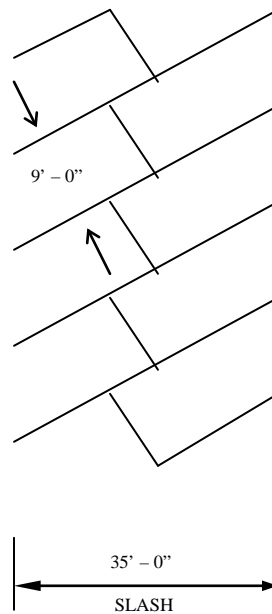
45°



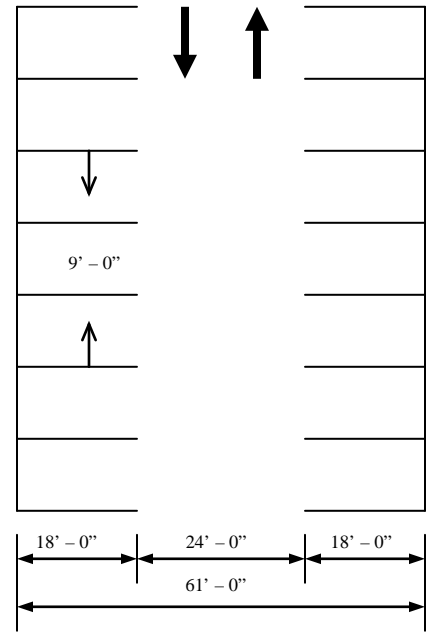
30°



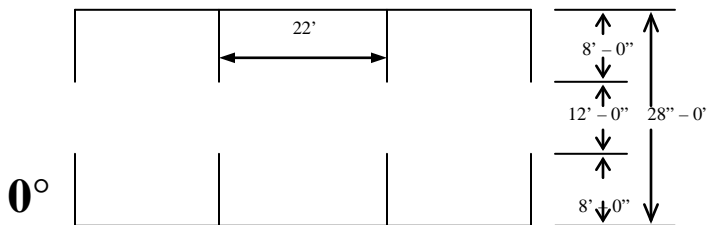
HERRINGBONE



SLASH



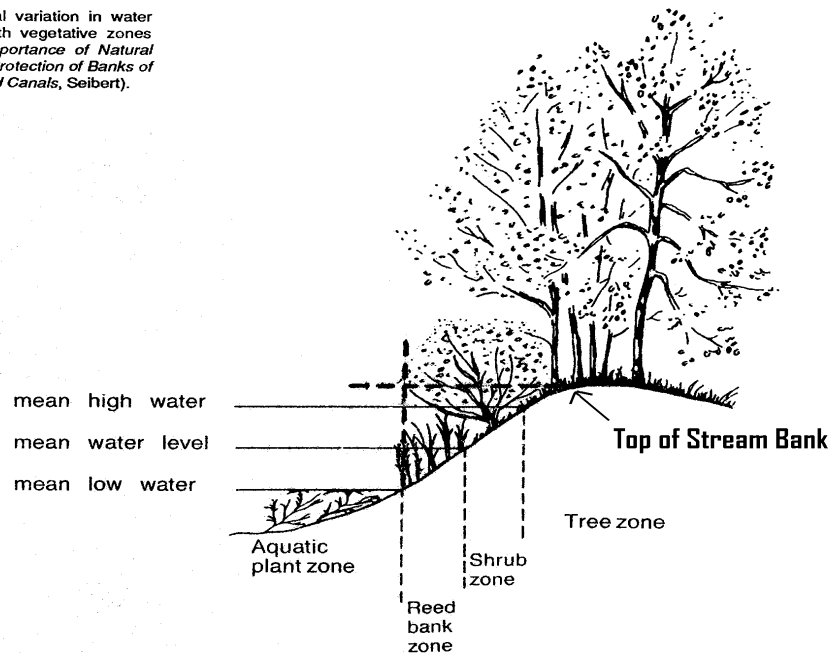
90°



0°

Illustration II-2

Typical variation in water level correlated with vegetative zones (modified from: *Importance of Natural Vegetation for the Protection of Banks of Streams, Rivers and Canals*, Seibert).



ARTICLE III

PRE-EXISTING HIGH IMPACT LAND USES

Section 1. Grandfathering of Pre-existing High Impact Land Uses. Any High Impact Land Use existing upon the date of adoption of this ordinance which does not conform to the requirements of this ordinance may continue so long as the use is not discontinued for more than two years. In cases where repair or renovation is necessary to re-occupy a vacant building, such construction must commence within two (2) years of last occupancy and proceed continuously to completion.

- A. Expansion. Grandfathered nonconforming buildings **High Impact Land Uses** may be expanded, provided the degree of nonconformity is not increased. In addition, the expansion shall comply with the standards of Article II, and the pre-existing development shall comply with the standards of Article II to the extent physically practicable as determined by the Ordinance Administrator. ~~or Board of Commissioners, as applicable.~~
- B. Reconstruction. In cases of damage to grandfathered nonconforming buildings to the extent of seventy-five percent (75%) or less of the replacement value, repairs may be made, provided the original building footprint is maintained. When such damage exceeds seventy-five percent (75%) of the replacement value, repairs may

be made only if the original building footprint is maintained and the standards of Article II are met to the extent physically practicable as determined by the Ordinance Administrator ~~or Board of Commissioners, as applicable.~~

Compliance with a requirement of this ordinance is not physically practicable if compliance cannot be achieved without adding ~~additional~~ land to the lot where the nonconforming situation is maintained or moving a substantial structure that is on a permanent foundation. Mere financial hardship caused by the cost of meeting requirements does not constitute grounds for finding that compliance is not physically practicable.

Section 2. New High Impact Land Uses Regulated. After the effective date of this ordinance all new High Impact Land Uses as well as any pre-existing High Impact Land Uses which are moved, altered or enlarged shall conform to the regulations contained in this ordinance except as set forth in Article III, Section 1.

Section 3. Pre-existing Regulated Land Uses. After the effective date of this ordinance, permits or approvals for any protected land uses listed in Article II, Section 3 (F) *Spacing Requirements* shall not have the effect of creating new non-conformities for any lawfully existing High Impact Land Use.

ARTICLE IV

PERMIT REQUIRED

Section 1. Permitting Process.

A. Development Permits Required

No building or other structure subject to this ordinance shall be erected, moved, added to, or structurally altered without a Development Permit having been issued by the Ordinance Administrator. No building permit shall be issued except in conformity with the provisions of this ordinance.

B. Applications for Development Permits

All applications for development permits shall be accompanied by plans in duplicate, drawn to scale, showing the actual dimensions and shape of the lot to be built upon; the exact sizes and locations on the lot of any buildings already existing; the location and dimensions of the proposed building or alteration; and compliance with the standards of Article II. The application shall include such other information as may reasonably be required by the Ordinance Administrator, including a description of all existing or proposed buildings or alterations; existing and proposed uses of the buildings and land; conditions existing on the land parcel; and such other matters as may be necessary to determine conformance with, and provide for the enforcement of, this ordinance. One copy of the plans shall be returned to the applicant by the Ordinance Administrator, marked either as approved or disapproved and attested to by his signature on such copy. The second copy of the plans, also so marked, shall be retained by the Ordinance Administrator.

- C. Administrator to Maintain Permit Records.** The Ordinance Administrator shall maintain a record of all Development Permits and copies shall be furnished upon request to any interested person.
- D. Remedies for Noncompliance.** The failure to obtain any required Development Permit shall be a violation of this ordinance, punishable under Article VI of this ordinance. Further, Development Permits shall issue on the basis of applications approved by the Ordinance Administrator and authorize only the use, arrangement, and construction applied for and approved. Any use, arrangement or construction not in compliance with that authorized shall be a violation of this ordinance, and shall be subject to penalties and remedies provided by Article VI hereof.

Section 2. Posting Upon Permit Approval. If a Development Permit is approved by the Ordinance Administrator, the permittee shall post a sign prominently upon the property that is the subject of the decision which contains the words “High Impact Land Use Decision” in letters at least six (6) inches high and identifying the means to contact an official for information about the decision. The sign shall remain on the property for at least ten (10) days. Verification of the posting shall be provided to the official who made the decision.

Section 3. Appeal of Permit Denial. If a Development Permit is finally denied, the applicant may appeal the action of the Ordinance Administrator to the Board of Adjustment, as specified in Article V. Notice of appeal must be received in writing by the Clerk for the Board of Commissioners within thirty (30) days of the final decision of the Ordinance Administrator or notice to the applicant of the decision, whichever is later. Appeals received after this thirty (30) day period are not timely and shall not be considered.

ARTICLE V

APPEALS AND VARIANCES

Section 1. Board of Adjustment. The Watauga County Board of Adjustment shall hear all appeals, requests for variances, and all challenges to the decision or interpretation of the Ordinance Administrator.

Section 2. Board of Adjustment Powers. The Board shall have the following powers:

- (a) To hear and decide appeals **from a person with legal standing pursuant to NC General Statute §160A-393(d)** of any final binding order, requirement, or determination made by the Ordinance Administrator charged with enforcement of the ordinance; and
- (b) To hear and decide applications for variances from the requirements of this Ordinance in accordance with Article V, Section 5. Nothing in this Section shall be construed to

broaden the power of the Board to permit a use by variance beyond that power given in Article V, Section 5 below.

Section 3. Administration. The Board shall adopt rules of procedures and regulations for the conduct of its affairs.

All meetings of the Board shall be open to the public.

The Board shall keep a record of its meetings, including of the vote of each member on every question, a fair and accurate summary of the evidence submitted to it, the documents (or accurate copies thereof) submitted to it and of all official actions. The Board shall give due notice of matters coming before it.

In presenting an appeal, the petitioner shall bear the burden of proof, which shall be by the greater weight of the evidence. **The Board shall rule if the petitioner has legal standing pursuant to NC General Statute §160A-393(d) in order to determine whether to hear the appeal.**

All evidence presented to the Board shall be sworn.

The person acting as Board Chair is authorized to administer oaths to any witnesses in any matter coming before the Board.

Application for variances and appeals for review of decisions of the Ordinance Administrator shall be filed with the County Clerk.

It shall be the responsibility of the Ordinance Administrator to notify the applicant or appellant of the disposition which the Board makes of any matter before it.

It shall be the responsibility of the Ordinance Administrator to issue **or revoke** a permit in accordance with the Board's action on an appeal or application, if a permit is authorized by the Board action.

Section 4. Quorum and Vote Required. A concurring vote of a simple majority of the members shall be required to decide upon all matters to come before the board. For the purpose of this subsection, vacant positions on the board and members who are disqualified from voting shall not be considered members of the board for calculation of the requisite majority.

Section 5. Application of the Variance Power. When unnecessary hardships would result from strict application of the ordinance, upon application by an aggrieved party with standing, the Board of Adjustment may hold a hearing pursuant to NCGS §160A-388 (a2) and may grant variances to the provisions of the ordinance in accordance with the standards and procedures established in NCGS §160A-388(d), and as established by County policy.

The Board may impose reasonable conditions upon the granting of any variance in order to protect the public interest or neighboring property owners. Violation of any such conditions

shall be a violation of this ordinance and subject to the penalties set forth in Article VI of this ordinance.

With regard to hardships involving the spacing requirements set forth in Article II, Section 3 (F), the Board may consider the character of the land separating the proposed regulated land use from the protected land uses. The Board may grant a variance from the spacing requirements if natural or man-made conditions including but not limited to a mountain ridge or highway, or mitigating actions proposed by the developer offer adequate protection for secondary impacts of the regulated use.

Section 6. Application of Interpretation Power. An appeal from an order, requirement, or decision of the Ordinance Administrator shall be decided by the Board duly supported by competent evidence. In exercising this power, the Board shall act in a prudent manner so that the purposes and intent of the Ordinance shall be served. No decision shall have the effect of varying the terms of the Ordinance or permitting as a matter of right any use otherwise limited or prohibited hereunder.

Section 7. Appeal Stays Further Proceedings. An appeal to the Board of Adjustment from a decision or determination of the Ordinance Administrator stays all proceedings in furtherance of the decision or determination appealed from, except as provided in Section 8, during the pendency of the appeal.

Section 8. Exceptions to Stay of Action. An appeal to the Board of Adjustment of a decision or determination of the Ordinance Administrator shall not stay proceedings in furtherance of the decision or determination appealed from, if the Ordinance Administrator certifies either:

- (a) That a stay would cause imminent peril to life or property; or
- (b) That the situation subject to the appeal is transitory in nature and therefore, an appeal would seriously interfere with enforcement of this Ordinance.

In each instance, the Ordinance Administrator shall set forth in the certificate facts to support its conclusion.

Section 9. Appeals of Board Actions. Every decision of the Board shall be subject to review at the instance of any aggrieved party in the Superior Court by proceedings in the nature of a petition for writ of certiorari. Such proceedings in the Superior Court shall be initiated within thirty (30) days of the filing of the decision in the office of the Ordinance Administrator or the delivery of the notice required in Article VI, Section 3, whichever is later. Appeals not received within this thirty (30) day period are not timely. The Superior Court is authorized to stay enforcement of this ordinance during the pendency of an appeal from the decision of the Board of Commissioners upon a hearing and the posting of a bond sufficient to the Court which will adequately protect the interests of the County.

ARTICLE VI

ENFORCEMENT AND PENALTIES

Section 1. Administration and Enforcement. The Ordinance Administrator shall be responsible for the administration and enforcement of this ordinance.

If the Ordinance Administrator shall determine that any of the provisions of this ordinance are being violated, he shall notify in writing the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to within ten (10) working days correct the violation. He may order the discontinuance of illegal use of land, buildings, or structures; the removal of illegal buildings or structures or of addition, alterations, or structural changes thereto; the discontinuance of any illegal work being done; and may take any other action authorized by this ordinance to insure compliance with, or to prevent violation of, its provisions.

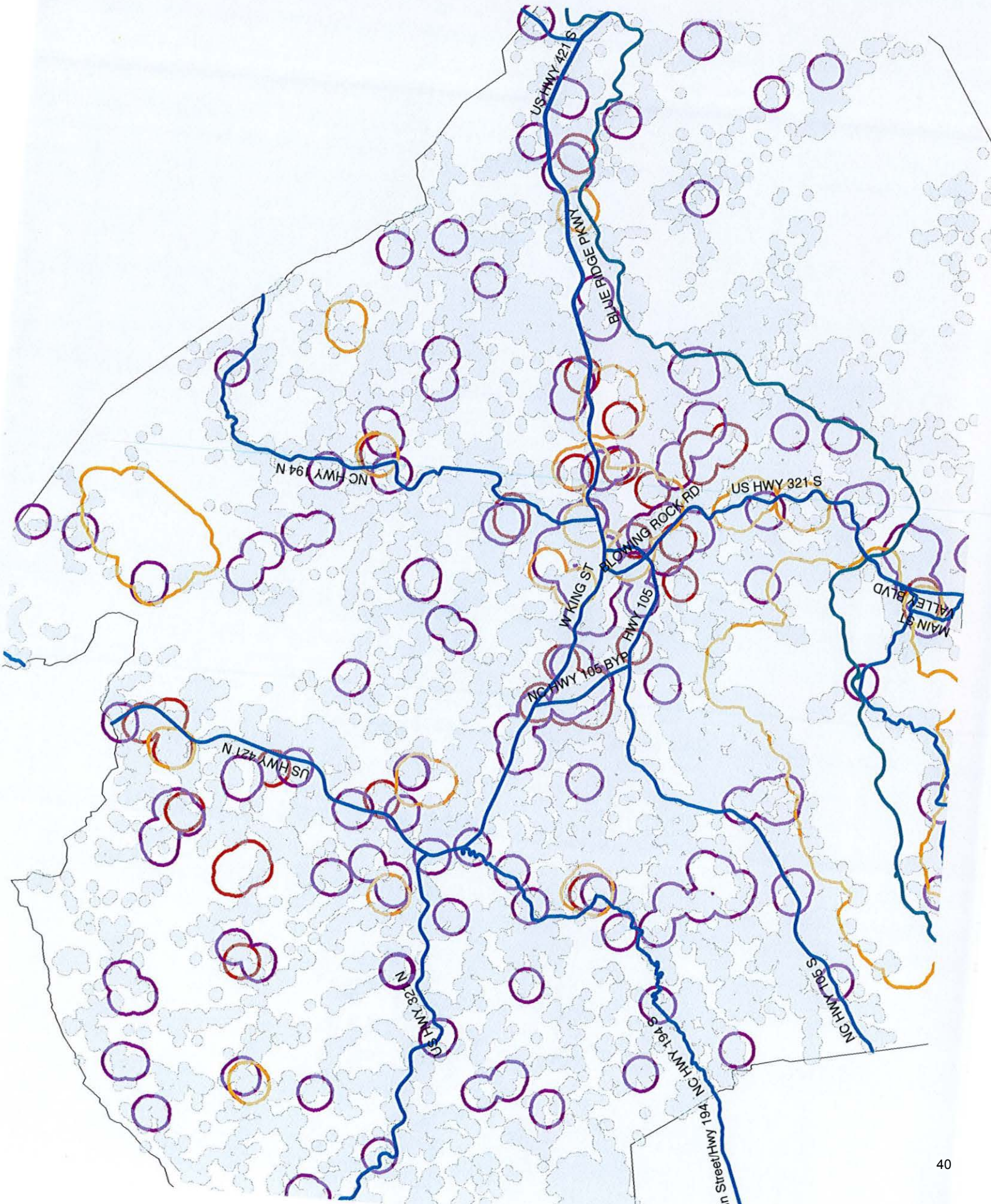
Section 2. Conflict with Other Laws. Wherever the provisions or application of this ordinance impose higher standards than are required in any other local ordinance or regulation, the provisions or application of this ordinance shall govern. Wherever the provisions of any other statute or local ordinance or regulation impose higher standards than are required by the provisions or application this ordinance, the provisions of such other statute or local ordinance or regulation shall govern.

Section 3. Penalties. Any person, firm or corporation who violates any provision of any article of this ordinance; or who shall violate or fail to comply with any order made hereunder; or who shall continue to work upon any structure after having received written notice from the Ordinance Administrator to cease work, shall, upon conviction, be guilty of a Class 3 misdemeanor as provided by NCGS § 14-4 and shall be punishable by a fine not to exceed fifty (\$50.00) dollars, or imprisonment not to exceed twenty days. Each day such violation shall be permitted to exist shall constitute a separate offense. Notice of violation shall be sufficient if directed to the owner, the agent of the owner, or the contractor and left at his known place of residence or place of business. In lieu of or in addition to the criminal penalties outlined above, each person violating this ordinance shall be subject to a civil penalty, under NCGS § 153A-123(c), in the amount of \$200.00 per day. No penalty shall be assessed prior to notice to the violator. For every day a violator is in violation of this ordinance, it shall be considered a separate offense. If the violator does not pay such penalty within 30 days of notification of its assessment by written citation it and any subsequently accruing penalty may be recovered by the County in a civil action in the nature of a debt. Any contest of said penalty shall be by appropriate action taken in the General Court of Justice for Watauga County.

Section 4. Severability Clause. Should any section or provisions of this ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part hereof other than the part so declared to be unconstitutional or invalid.

Section 5. Ordinance Amendments. This ordinance may be amended by the Board of Commissioners following a public hearing on the proposed changes. The Board shall cause notice of the hearing to be published once a week for two successive calendar weeks. The notice shall be published the first time not less than 10 days nor more than 25 days before the date fixed for the hearing. In computing such period, the day of publication is not to be included but the day of the hearing shall be included.

Should any Federal or State regulation or statute incorporated herein by reference or otherwise referred to herein, be changed or amended, or should either require or mandate a different procedure or change or impose new, different or additional requirements, then, in that event, this ordinance shall be deemed to have been amended without further action to have complied with such new, additional or amended requirements.



AGENDA ITEM 5:**ACCEPTANCE OF GRANT AWARD RELATED TO PERMANENT HOUSEHOLD HAZARDOUS WASTE SITE****MANAGER'S COMMENTS:**

Ms. Heather Bowen, Recycling Coordinator, will request the Board accept the grant from the North Carolina Department of Environment and Natural Resources. The purpose of the grant would provide funding for the County's proposed Household Hazardous Waste Facility. The maximum amount is \$30,000 with a cash match of \$6,637 with additional county funds to pay for the remaining cost of the project.

The Board did authorize the application to apply for the grant. The Board approved funds in the current fiscal year budget to construct and operate a household hazardous waste facility that would allow for enhanced service at the same or current cost being paid for contracted services.

Board action is required to accept the grant in the amount of \$30,000 from the North Carolina Department of Environment and Natural Resources for a Household Hazardous Waste Facility with a County match of \$6,637.

Watauga County Sanitation
Recycling Office

Memo

To: Deron Geouque
From: Heather Bowen, Recycling Coordinator
cc: JV Potter, Donna Watson
Date: June 9, 2015
Re: Request to Accept 2015 CWAR Grant (related to Perm. HHW Site)

This is a request to accept grant funds from the North Carolina Department of Environment and Natural Resources "2015 Community Waste Reduction and Recycling Grant" that will assist in constructing the permanent Household Hazardous Waste Facility on the premises of the Watauga County Sanitation Department. Beginning July 1st, 2015- the grant funds will be applied to site development costs, facility construction, equipment purchases and installation costs, etc. If accepted, this CWAR grant award (in combination with the previously accepted NCDENR Mercury Grant) will provide the county with \$54,055.00 in total funding through grant awards for this HHW building project.

Overall Project Cost: Estimated at \$60,692.00

Total CWAR Grant Awarded: \$30,000 (maximum grant award available)

County Match: \geq \$6,637.00 *Match must be at least this amount, but may be more if overages on estimates occur.

- Can use distributions from the \$2 per ton tip fee tax to cover cash match requirements.

GRANT CONTRACT NO. 6478

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **1816

This Contract is hereby made and entered into this **1st day of July, 2015**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, (the "Agency") and **WATAUGA COUNTY**, (the "Grantee") (referred to collectively as the "Parties").

1. Contract Documents: This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

- (1) Grant Contract No. 6478
- (2) General Terms and Conditions (Attachment A)
- (3) Agency's Request for Proposal (RFP) (Attachment B)
- (4) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

2. Precedence Among Contract Documents: In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

3. Contract Period: This Contract shall be effective on **July 1, 2015** and shall terminate on **June 30, 2016**.

4. Project Period: The Grantee begins the project on **July 1, 2015**. The Grantee undertakes and completes the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee completes the project on **June 30, 2016**.

5. Grantee's Duties: The Grantee provides the project as described in Attachment C, 2015 Community Waste Reduction and Recycling Grant –Proposal- Watauga County Household Hazardous Waste Permanent Facility, and in accordance with the approved budget in Attachment C, as well as meeting the Other General Terms and Conditions of the Agency's Division of Environmental Assistance and Customer Service's 2015 Community Waste Reduction and Recycling Grants Request for Proposal (RFP) (Attachment B).

6. Agency's Duties: The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **THIRTY THOUSAND DOLLARS (\$30,000.00)**.

GRANT CONTRACT NO. 6478

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Appropriations	North Carolina General Assembly	N/A

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$30,000.00	1602	536961	6760

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$6,637.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$6,637.00
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

- d. The Grantee has committed to an additional **\$0** to complete the project as described in Attachment C.

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$36,637.00**

7. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.
8. **Reporting Requirements:** Any Grantee receiving at least \$15,000 but less than \$500,000 in state funds from the Agency within any fiscal year is required to file with each funding state agency a sworn accounting of receipts and expenditures of state funds in the format approved by the State Auditor. This accounting must be attested to by the Grantee fiscal officer and one other authorizing officer of the Grantee. This accounting must be filed with each funding state agency within six months after the end of the Grantee's operating year. If the Grantee receives STATE funds of \$500,000 or more during its fiscal year, it must file with the State Auditor and each funding agency its audited financial statements in accordance with the standards and formats prescribed by the State Auditor in Memorandum NGO-2 "Grantee Audit Reports." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

GRANT CONTRACT NO. 6478

- 9. **Payment Provisions:** The Agency reimburses the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. An allowable expenditure is defined as one associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.
- 10. **Invoices:** The Grantee submits invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six months after the end of the contract period. The Agency will not pay any invoice received more than 6 months after the end of the effective period.

- 11. **Contract Administrators:** Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:
Joseph Fitzpatrick NC Department of Environment and Natural Resources, Division of Environmental Assistance and Customer Service 1639 Mail Service Center Raleigh NC 27699-1639 Telephone: (919) 707-8121 Email: ioseph.fitzpatrick@lncdenr.gov

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
Deron T. Geouque, County Manager Watauga County 814 West King Street Boone NC 28607 Telephone: (828) 265-8000 Fax: (828) 264-3230 Email: deron.geouque@watgov.org	Heather Bowen, Recycling Coordinator Watauga County Sanitation Department 336 Landfill Road Boone NC 28607 Telephone: (828) 264-5305 Fax: (828) 264-1702 Email: heather.bowen@watgov.org

- 12. **Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or key personnel assigned to the performance of this contract without prior approval by the Agency Contract Administrator.
- 13. **Supplantation of Expenditure of Public Funds:** The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Grantee otherwise expends for Community Waste Reduction and Recycling Grant services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

GRANT CONTRACT NO. 6478

- 14. Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
- a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to insure that account balance is solvent and reconcile the account monthly.
- 15. Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.
- 16. E-Verify:** As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.
- 17. Assurances For Non-Federally Funded Contracts:** The GRANTEE certifies that with regard to:
1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
 - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 2. **Lobbying** - To the best of his or her knowledge and belief, that:
 - (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.

GRANT CONTRACT NO. 6478

- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. **Drug-Free Work Place Requirements** - It will comply by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health

GRANT CONTRACT NO. 6478

Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.

- 6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

18. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

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 (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which are retained by the Agency, the day and year first above written.

WATAUGA COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Donald R. van der Vaart, Secretary

By _____
Grantee's Signature

By _____
Department Head's Signature or Authorized Agent

Typed / Printed Name

Michael G. Bryant, Chief of Purchasing
Type / Printed Name and Title

Title

Financial Services Division/Purchasing and Contracts Section
Division/Section

ORIGINAL

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties shall consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

2015 Community Waste Reduction and Recycling Grants

REQUEST FOR PROPOSALS

N.C. Department of Environment and Natural Resources
Division of Environmental Assistance and Customer Service

The purpose of this grant program is to assist local governments with the implementation, expansion, and improvement of waste reduction and recycling programs in North Carolina. The Division of Environmental Assistance and Customer Service (DEACS) administers the Community Waste Reduction and Recycling Grant program through the Solid Waste Management Outreach Program.

With the release of this Request for Proposals (RFP), DEACS is seeking proposals for the funding of equipment and key program components that help initiate or expand public waste reduction programs within the state. **Applicants should carefully read this entire RFP prior to submitting a proposal. Proposals must be received by DEACS by 5:00 p.m. on Friday, February 27, 2015.** Please address any questions about this grant program to Rob Taylor at (919) 707-8139, rob.taylor@ncdenr.gov.

Community Waste Reduction and Recycling Grant Program Parameters and Ideas:

The 2015 Community Waste Reduction and Recycling Grant Program seeks to fund projects that help communities build lasting capacity to divert materials from the waste stream and / or increase public awareness of waste reduction and recycling. There are two categories of Community Waste Reduction and Recycling Grants: Standard Project Grants and Special Large Project Grants. Different levels of grant funding are available for Standard Project Grants and Special Large Project Grants. See the section of this document on Available Funding for more information.

Standard Project Grants:

Standard Project Grants support a wide range of projects that increase and/or enhance public waste reduction and recycling. Any projects that address the following are strongly encouraged:

- Projects that demonstrate the potential to significantly increase a community's overall diversion of materials from the solid waste stream;
- Projects that improve recycling program efficiency and / or cost effectiveness while increasing waste reduction;
- Projects that increase the diversion of materials that are banned from disposal in North Carolina;
- Projects that increase the collection and diversion of special and / or hazardous wastes from disposal;
- ★ Projects that create or expand away-from-home recycling opportunities such as recycling infrastructure for parks, sports fields, streetscape / pedestrian recycling, and / or recycling at public facilities or public venues. If seeking funding for away-from-home recycling, please see additional provisions for away-from-home recycling projects in the Special Requirements section below;
- ★ Projects that implement or expand recycling service to underserved community sectors such as multifamily housing units or businesses; and / or
- ★ Projects that implement or expand Construction and Demolition recycling efforts such as asphalt shingle recycling or carpet recycling.

Projects in the above list that are indicated by this symbol (★) will be eligible for bonus points as outlined in the Award Criteria section found on page 7 and 8 of this document. Please contact Rob Taylor at (919) 707-8139 for more information or to discuss your project ideas.

Special Large Project Grants:

DEACS is offering a limited number of Special Large Project Grants with two specific focus areas: 1) projects that expand access to single stream processing capacity and 2) projects that develop public recycling programs to collect food waste. Special Large Project Grants are competitive. The number and types of grants funded will depend on the amount and kind of applications received.

Special Large Project Option 1: Hub and Spoke Recycling Systems: Special Large Project Grant funds are designed to help local governments implement Hub and Spoke Recycling Systems that consolidate commingled recyclable materials for bulk transfer to a Materials Recovery Facility (MRF).

Hub and Spoke Recycling Systems improve recycling program performance by creating more efficient access to processing services and by allowing public recycling programs that are not close to a MRF to exercise economies of scale for handling and transporting commingled (single-stream) recyclables. Consolidation of recyclables for shipment to a processing facility through a Hub and Spoke System that serves multiple public recycling programs should decrease collection and transportation costs and also enable regional consistency among recycling programs.

Hub and Spoke Recycling projects seeking Special Large Project grant funding must offer service to two or more local government recycling programs. Special Large Project Funds for Hub and Spoke Recycling Systems can only be used to invest in equipment and infrastructure associated with the creation of a regional Hub and Spoke consolidation point. Only projects that create infrastructure for consolidating commingled recyclables for shipment to a Materials Recovery Facility (MRF) for processing are eligible for Hub and Spoke Special Large Project Funding. The following stipulations apply to be eligible for this funding:

- The recycling system created must serve more than one local government recycling program; and
- The applicant(s) for Special Large Project funding must have communicated with a member of DEACS's Local Government Assistance Team to discuss project parameters **prior** to submitting a grant proposal.

Special Large Project Option 2: Food Waste Recycling Programs: Special Large Project Grants are designed to help local governments implement or expand recycling programs to collect and manage food waste.

Special Large Project Funds for Food Waste Recycling Programs can only be used for programs collecting or accepting residential and/or commercial food waste. Other materials may be co-collected with food waste (i.e. yard waste / vegetative debris), but the primary purpose of the program must be to collect food waste from residences or businesses for the purpose of diverting it from landfill disposal and delivering it to a system for composting or anaerobic digestion. Grant funds **may not** be used for contracted collection costs.

Available Funding and Cash Match Requirement:

Grant Award Amounts:

- **Standard Project:** Applicants are eligible for a Standard Project grant award of up to \$30,000.
- **Special Large Project:**
 - Applicants for **Hub and Spoke Special Large Project** grants are eligible for up to \$60,000 in state funding.
 - Applicants for **Food Waste Recycling Special Large Project** grants are eligible for up to \$45,000 in state funding.

Required Cash Match: Grant winners must provide a cash match equal to or exceeding 20 percent of the requested grant funding. For example, a grantee under this program requesting \$20,000 in grant funding from DEACS must show a minimum expenditure of \$4,000 of local funds on the project.

To meet the cash match requirement, a minimum of one (1) local dollar must be spent for every five (5) dollars of grant funding awarded.

Calculating Cash Match: To determine the necessary cash match for any grant project, first determine the total project budget then use the following equation: $\text{required cash match} = \text{total project budget} \div 6$. The difference between the total project budget and the required cash match equals the maximum possible grant award.

Distributions from the \$2 per ton Solid Waste Disposal Tax may be used to cover cash match requirements. In-kind contributions will not be accepted in lieu of cash match.

The annual Community Waste Reduction and Recycling Grant cycle typically receives funding requests that exceed available funds. However, it is a priority for DEACS to support as many projects as possible. After close examination of the requested funding and subject to agreement with the applicant, DEACS may award grant amounts lower than the original request. For any amount awarded, grantees must still provide the required cash match.

Grant Project Planning:

It is anticipated that the 2015 CWRAR Grant Round will be highly competitive. For this reason it is important that your project be well thought out and well planned, and that you follow the instructions in this RFP and provide all information as outlined in the section addressing Required Proposal Format. Proposals that seek grant funds for the replacement of existing equipment will be scored substantially lower than projects that implement new recycling services or projects that expand existing recycling services.

Examples of Approved Uses of Recycling Grant Funds include site development costs, construction of facilities to handle recyclable materials, equipment purchases, equipment installation costs, public awareness programs and materials that support public education such as signs or brochures.

Examples of Activities for which Recycling Grant Funds MAY NOT be used include employee salaries, land acquisition costs, administrative expenses such as overhead costs, studies or work performed by consultants, contracted collection costs or payment for recycling services such as household hazardous waste events.

Please consider contacting a DEACS Local Government Assistance Team staff member to discuss your grant project prior to submitting your proposal. Local Government Team members are available to provide technical assistance and advice on grant projects. A listing of team member contact information and areas of individual expertise is available on this web site: <http://portal.ncdenr.org/web/deao/recycling/localgov>.

Eligible Entities:

- Counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for funding from the Community Waste Reduction and Recycling Grant Program.
- Counties, municipalities, councils of governments and / or solid waste authorities with an **open 2014 CWRAR grant contract** must have invoiced for 90% of their grant funds by the proposal due-date to be eligible for grant funding during this grant cycle. Applicants that have completed and closed previous CWRAR grant projects may submit another proposal under this grant round. Proposals will not be accepted from applicants with an open CWRAR grant from cycles prior to 2014.
- Federal and state agencies are **not eligible** for funding through this grant program.
- Public universities, community colleges and private colleges and universities are **not eligible** for funding through this grant program.
- Not-for-profit entities are **not eligible** for funding through this grant program; however, these entities are eligible for funding through the Recycling Business Development Grant Round. For more

information about the Recycling Business Development Grant round, please contact Wendy Worley at (919) 707-8136 or wendy.worley@ncdenr.gov.

- Public school systems and individual public schools are **not eligible** to apply directly for funding through this grant program. However, local governments (counties or municipalities) may apply for funding to support public school recycling projects. Additional requirements apply for projects seeking grant support for public school recycling projects - see Special Requirements section below.

Conditions on Submittals:

- **ONLY ONE PROPOSAL PER ELIGIBLE ENTITY WILL BE ACCEPTED.**
- Multi-party initiatives (such as joint projects by two or more local governments where each local government contributes towards project funding) are strongly encouraged.
- Any group participating in a regional or multi-party project proposal may not submit additional proposals.
- All applicants selected for funding will undergo a compliance review to ensure that they do not have any outstanding notices of violation related to North Carolina solid waste statutes and rules. Outstanding Notice of Violations (NOVs) must be corrected to the satisfaction of the N.C. Division of Waste Management (DWM) prior to any grant being awarded. Applicants with outstanding NOVs are responsible for providing DEACS with information from DWM indicating that the community is in compliance and that the NOVs have been corrected before a grant contract can be initiated.
- Applications will not be accepted from local governments that have not submitted the required Solid Waste and Materials Management Annual Report for the most recent fiscal year.
- As a condition of grant award DEACS may work with applicants to revise initially submitted proposals before entering into a grant contract. Initial proposals must be received by the due date. Changes to proposals may include adjustments to project scope, project budget, project time line and/or other elements of the proposal. Any changes to initial proposals must be approved by DEACS and the applicant and the resultant Final CWRAR Proposal will become an attachment to the grant contract.

General Requirements:

General requirements for all applicants:

- Certification regarding usage of NC Solid Waste Disposal Tax proceeds: Solid Waste Disposal Tax proceeds are distributed to eligible local governments on a quarterly basis by the Department of Revenue. According to § 150-187.63, these funds must be used by a city or county solely for solid waste management programs and services. Community Waste Reduction and Recycling Grant applicants must certify in writing that all disposal tax proceeds are used only for the purpose of providing solid waste and recycling services. In addition to this written certification, applicants must describe how disposal tax funds are utilized.
- Public Building Recycling Services: Community Waste Reduction and Recycling Grants will not be awarded to applicants that do not have recycling services for cans, bottles and paper available at their government buildings. As part of the grant proposal, all applicants must indicate that employees in the key government buildings operated by the applicant have reasonable access to recycling services and are able and encouraged to recycle materials generated in the course of business. Please include a list of the materials collected for recycling at these facilities.
- Mercury Product Recycling: § 130A-310.60 requires that any public agency using state funds for the construction or operation of public buildings shall establish a program for the collection and recycling of all spent fluorescent lights and thermostats that contain mercury generated in public buildings. As part of the grant proposal, all applicants must indicate that they have a program in place for the collection of fluorescent lights and mercury thermostats from their public buildings. If the applicant does not have a program in place for the collection of these materials, then as a precondition of any grant award the applicant must initiate such services. For more information

about these requirements and / or for assistance implementing a mercury products recycling program please contact Joseph Fitzpatrick at 919-707-8121, joseph.fitzpatrick@ncdenr.gov.

Special Requirements:

Applicants seeking funding for public school recycling, away-from-home recycling or electronics recycling MUST address the indicated Special Requirement in their submitted proposal.

- **Special Requirements for applicants seeking funding for public school recycling projects:** As stated in the section addressing Eligible Entities, only counties, municipalities, councils of governments and solid waste authorities in North Carolina are eligible to apply for CWRAR Grant funding. Proposals seeking funding for public school recycling projects must come from one of these entities. Public school systems and or individual schools **may not** apply directly. Applicants seeking funding for public school recycling projects **must** answer the supplemental questions below to ensure that all necessary program elements are addressed, and to help demonstrate project planning. This is a competitive grant program and projects that institute or expand a school-system wide recycling program will compete better than projects that only serve individual schools. Eligible grant projects may seek funding for equipment (such as bins and roll carts) and / or education materials. As with other CWRAR projects, administrative expenses (staff salaries and contract collection costs) are not eligible for grant funding nor can they be used as matching funds. Please contact Heather Cashwell at 919-707-8127, heather.cashwell@ncdenr.gov for information or assistance with public school recycling projects.

School Recycling Supplemental Questions:

- Provide a description of any existing school recycling program(s).
 - Indicate whether collection of recyclables be provided by the local government or through a contracted collection service provider.
 - Provide a list of the recyclables accepted by the program, and indicate how the materials are collected (single stream, dual stream, source separated)?
 - Where are the recyclables going after collection (who is your market)?
 - Where will recycling containers be placed: in classrooms, in cafeterias, hallways, on athletic fields, offices, library, copy room?
 - Who will be responsible for emptying containers (cleaning staff, teachers, students, student groups, etc.)?
 - A recycling contact must be established at each school that is recycling as a result of this grant. Please provide a list of schools, contact person, and title. Designated contacts could be the facilities manager, head custodian, faculty coordinator of a leadership group, the principle, or an administrator.
 - Describe your plan for promoting recycling and educating staff and students about the program.
- **Special Requirements for applicants seeking funding for away-from-home recycling projects:** Grant funds can only be used for recycling related purchases and cannot be used to pay for the purchase of away-from-home receptacles for the collection of waste (garbage). If a proposal includes the purchase of away-from-home receptacles that collect BOTH waste and recyclables then the standard matching fund requirement will be adjusted so that the applicant (grantee) covers the full cost of the waste portion of the container with their matching funds. For example, if a community seeks to purchase a combo waste / recycling station that has one slot for garbage and one for recyclables and if the receptacle costs \$1,000 then the applicant will be expected to provide a match equal to one half of the purchase price or \$500. If you are seeking funding for an away-from-home recycling project please indicate in the Special Requirements section of your proposal whether any of the equipment to be purchased will be used to collect waste materials that are intended to be disposed of in a landfill.

- Special Requirements for applicants seeking funding for **electronics recycling projects**: Any government that has previously been eligible to receive funds distributed from the State's Electronics Management Program **WILL NOT** be eligible to receive a Community Waste Reduction and Recycling Grant for an electronics recycling related project. Any community seeking grant funds related to electronics recycling must include information in its proposal on whether the local government has ever received funds distributed from the State's Electronics Management Program. For more information on eligibility for Electronics Management Program Funds see this web site: <http://portal.ncdenr.org/web/wm/sw/electronics/localgov>.

Successful applicants seeking grant funds to support electronics recycling projects will be required to become eligible for Electronics Management Program funding on or before December 31, 2015 as a precondition of receipt of Community Waste Reduction and Recycling Grant funds.

Funding Period:

Grantees must expend funds within one year of contract execution unless the grant contract term is extended by written agreement between the applicant and the N.C. Department of Environment and Natural Resources. Extensions are possible but not guaranteed. It is anticipated that grant contracts resulting from this grant cycle will begin July 1, 2015 and end June 30, 2016. Any funds expended prior to the start of the contract will not be reimbursed.

Due Date:

Proposals **MUST** be received by DEACS by **5:00 p.m. on Friday, February 27, 2015**. Any proposals received after the deadline will not be considered.

Local governments requiring board approval to apply for grant funds should plan to procure that approval before the submittal deadline.

How to Submit Proposals:

One electronic copy of the proposal must be submitted. Receipt of all acceptable proposals will be acknowledged by e-mail. Submit electronic documents to rob.taylor@ncdenr.gov. Please submit electronic versions as **Microsoft Word** (preferred) or **Adobe** (PDF) attachments. If submittal of an electronic version of your proposal presents a hardship, please contact Rob Taylor to discuss submittal options.

Proposals must be received by 5:00 p.m. on Friday, February 27, 2015. Proposals not received by 5:00 p.m. on Friday, February 27, 2015 will not be accepted.

Required Proposal Format:

The following outline indicates what applicants must include in their proposal for their application to be considered complete. Proposals that fail to provide all of the required information or that fail to follow this format will be deemed inadequate and may not be considered for funding.

- **Project Title**
- **Applicant Contact Information:** to include the following:
 - ✓ Name and title of main contact
 - ✓ Organization
 - ✓ Address
 - ✓ Phone number
 - ✓ Fax number
 - ✓ E-mail address
- **Date of Proposal Submittal:** this must be the date of submission of proposal to DEACS

~ continued on next page ~

- **General Requirements:** (see section on General Requirements for more information)
 - ✓ Written statement certifying that Solid Waste Disposal Tax Proceeds are used only for solid waste management purposes and a description of how proceeds are used.
 - ✓ Written statement indicating that the applicant has recycling services collecting cans, bottles and paper available at the key government buildings and a list of materials collected.
 - ✓ Written statement indicating that the applicant has established a program for the collection and recycling of fluorescent lights and mercury containing thermostats from public buildings owned by the applicant.
- **Project Description:** Please include the following information in your project description:
 - ✓ Description and quantities of items to be purchased with grant funds;
 - ✓ Description of the anticipated life of service for the items or materials to be purchased with grant funds (estimate how long the project will continue to serve the community);
 - ✓ An estimate of the number of households or businesses that will be impacted by or have access to the recycling services associated with the proposed project;
 - ✓ An estimate of the waste reduction impact of the proposed project; and
 - ✓ A description of whether the grant project will create a new service, enhance or expand an existing service, or support an existing recycling service without expanding that service.
- **Special Requirements:** Proposals for school recycling, electronics recycling or away from home / pedestrian recycling must include additional information as stipulated in the Special Requirements section. See Special Requirements on pages 5 and 6 for more information.
- **Project Timeline:** Bulleted list showing project milestones and general implementation dates. Timeline must begin on or after July 1, 2015 and project must be complete by June 30, 2016.
- **Project Budget:** to include the following:
 - ✓ Itemized list of intended expenditures and estimated costs;
 - ✓ Amount of funds requested from the state and amount of matching funds to be provided by the applicant (see Cash Match Requirements);
 - ✓ Please submit your budget in a table following the example shown below:

Sample Project Budget	State Grant Award	Applicant Cash Match	Project Total
Recycling Carts for Commercial Recycling Program (100 carts @ \$55 each)	\$ 4,583	\$ 917	\$ 5,500
Labels for Carts and Signs for Recycling Sites	\$ 343	\$ 69	\$ 412
Program Brochures (Design and Printing)	\$ 209	\$ 41	\$ 250
Total	\$ 5,135	\$ 1,027	\$ 6,162

* Note about Project Budgets: state and local sales taxes **are not** reimbursable expenditures and should not be included as part of grant budgets.

Grant Selection Process:

Through a blind vote process, a selection committee will use the pre-established Award Criteria identified below to rank proposals and make award decisions. The review process is expected to be completed and preliminary award announcements made in April, 2015. Applicants are encouraged to consider the Award Criteria as they develop their grant proposals. A total of 100 points is available.

Award Criteria:

1. **Innovation / Creativity (0-5 points):** Is the project innovative? Does the project address a new waste stream or material, create a new recycling service, or take an approach not seen in North Carolina? Does the project set a strong example for other communities to replicate?
2. **Advancement of Public Recycling Service (0-10 points):** Does the project implement a new recycling service in the applicant community, or does the project increase the efficiency or

- effectiveness of an existing service? Does the project bring a new aspect of recycling to an area or region of the state? Does the project implement a new program or service that is proven to be effective in another community or region of the state?
3. **Planning (0-20 points):** Did the Project Description include all necessary elements? Is the proposal well thought-out, well-researched and backed by valid facts and assumptions?
 4. **Consistency with Best Management Practices (0-15 points):** Is the project consistent with recycling industry Best Management Practices (BMPs) and / or does the project involve the adoption or expansion of an industry BMP? Recognized BMPs may include the collection of commingled materials, collection using carts, the use of compacting equipment for collection vehicles, and / or the use of equipment and / or practices proven to reduce contamination and maximize diversion in other communities.
 5. **Impact on the Waste Stream (0-15 points):** Will the project contribute substantially toward reduction of the local waste stream or will it substantially increase tonnage recovered through recycling services?
 6. **Efficiency / Cost-effectiveness (0-10 points):** Will the project improve the efficiency or cost-effectiveness of the local waste reduction program? Does the project reduce the operating cost of a current recycling service or does it adopt practices proven to be cost effective in other communities?
 7. **Sustainability / Commitment (0-10 points):** Will the project be ongoing and sustained in subsequent annual budgets? Does the project have the support of the governing body? Does the project make investments that will continue to serve the community for years to come?
 8. **Joint Effort (0 or 5 points):** One party proposals will receive zero (0) points; multi-party proposals (involving cash match from all participants) will receive five (5) points.
 9. **Preferred Sector or Commodity★ (0-10 points):** To what extent does the project serve a one of the targeted sectors or materials that is eligible for bonus points as described in the Standard Projects Grants section on page 1? Is the project a Special Large Project?

If Your Proposal is Selected for Funding:

DEACS anticipates that applicants selected for funding will be notified by the end of April 2015. DEACS will notify the applicant with a formal offer by e-mail. The applicant must accept or decline the offer. The following will occur once the offer is accepted:

- DEACS will conduct a compliance review with the Division of Waste Management (this may occur before offer is accepted).
- When DEACS requires revisions to the initially submitted proposals as a condition of grant award, DEACS and the applicant must both agree on the revisions to the proposal and the applicant must approve any changes and accept the offered grant in writing. The Final Proposal will become an attachment to the grant contract. Applicants who fail meet this requirement will not be awarded funding.
- Successful applicants will be required to register with the state's e-procurement system using the same address provided in the applicant's proposal. To register in the state's e-procurement system please visit the following link: <http://eprocurement.nc.gov/>.
- DEACS will submit a request through the DENR contract processing system for a grant contract.

NOTE: Successful applicants that make purchases before a grant contract is signed by both DENR and the grant recipient will not be reimbursed.

Other General Terms and Conditions:

All grantees are subject to the following terms and conditions. Most of these terms and conditions will be outlined in the grant contract.

- **Publications** – all documents and publications associated with a grant contract should be printed on recycled paper containing at least 30 percent post-consumer content.

- **Cash match** – grantees are required to provide cash match of at least of 20 percent of the grant award.
- **Final reports** – a draft final report is required to be submitted to DEACS at least 30 days prior to the contract end date and a final report is required to be submitted by the contract end date. Final reports and drafts should be submitted electronically. All applicants are strongly encouraged to visit the following web site to review the final reporting format:
<http://portal.ncdenr.org/web/deao/recycling/lg/financial-assistance>.
A link to the final report format can be found on the above web page. If you do not have internet access, please contact Rob Taylor at (919) 707-8139 to receive a copy of the Final Report Guidelines.
- **Extensions** – no-cost time extensions are possible but not guaranteed for grant contracts. Grantees seeking no-cost time extensions should submit a request for a time extension at least sixty (60) days prior to the contract end date. The request for extension must indicate how long the grantee is seeking to extend the project and the reason that the extension is being requested (i.e., why the project cannot be completed on-time). Any request for an extension must include a new timeline with revised project milestones as well as a new budget (if budget changes are also being requested). DEACS reserves the right to decline any request for extension that is not initiated at least sixty (60) days prior to the contract end date.
- **Reimbursement** – distribution of DEACS grant funds is on a reimbursement basis. Requests for reimbursement can only be made after the grantee has spent funds on the grant project. Reimbursement requests must be submitted on letterhead, must include copies of invoices, and must include proof that the grantee has made payment. Proof of payment may include copies of canceled checks or other financial reports showing that funds were spent. **State and local sales-taxes are not reimbursable, may not be counted towards expenditure requirements, and should be excluded from reimbursement requests.**
- **Final 10 Percent of Funds** – DEACS will continue to reimburse grantees until 90 percent of the award amount has been expended. The final 10 percent of grant funds will be held until an acceptable final report has been received by DEACS. The final report must be received and approved prior to the end date of the contract. All final requests for reimbursement must be received within 45 days of the contract end-date or all remaining grant funds will be forfeit.

A Final Word on Grant Writing:

Proposals may receive low scores or even be rejected because applicants fail to follow the instructions outlined in this document. Applicants stand a better chance of success if they include all of the required components of a proposal and if they follow the Required Proposal Format. Project Descriptions should be clear, concise, and should demonstrate thoughtful planning. Poorly prepared proposals create uncertainty about the project goals and intended results. Clear details will provide grant proposal reviewers confidence about the validity and feasibility of a proposal. Applicants with questions are encouraged to contact DEACS for more information.

2015 Community Waste Reduction and Recycling Grant
-Proposal-
Watauga County Household Hazardous Waste Permanent Facility

Contact Information- Heather Bowen

Recycling Coordinator
Watauga County Sanitation Dept.
336 Landfill Rd.
Boone, NC 28607
828-264-5305
828-264-1702 (fax)
heather.bowen@watgov.org
Local Government Federal Tax ID: XXXXX1816

Date Proposal Submitted- February 10th, 2015

General Requirements:

- ***NC Solid Waste Disposal Tax Proceeds-*** Watauga County verifies that all tax disposal proceeds are used only for the purpose of providing solid waste and recycling services. The amount Watauga County receives from the disposal funds is approximately \$23,000 per year. The cost to operate our recycling center is \$100,000- \$125,000 per year and these funds are used to supplement the recycling center budget.
- ***Recycling at Government Offices-*** Watauga County provides recycling bins in all county offices for paper, plastic bottles, and aluminum cans. Recycling is collected weekly by Watauga County Maintenance Department. Cardboard pick up for county offices is provided as needed by the Watauga County Recycling Department.
- ***Collection of Mercury Products-*** Watauga County has been providing collection programs for mercury products for the past several years. Watauga County Maintenance Department replaces and collects used bulbs and thermostats from county buildings and brings them to the Watauga County Recycling Department. The Watauga County Recycling Department offers designated recycling containers at each of the 10 container sites for the collection of CFL's, and we also collect larger bulbs and thermostats at our Recycling building. The containers at each site are collected by our Recycling Department on a regular basis.

Project Description:

Watauga County Sanitation Department has been approved to construct a permanent Household Hazardous Waste Facility for the regularly scheduled collection of residential hazardous waste. Grant funding would assist our county in the expense generated during the construction of this HHW Facility. In previous years Watauga County Sanitation Department has conducted a collection day for household hazardous waste bi-annually; one held half the day on a Saturday in the springtime, and one held half the day on a Saturday in the fall. We have received numerous recommendations from Watauga county residents to hold these hazardous waste collections more frequently. We want to promote proper disposal, of hazardous items especially, and have planned to do so through the construction and perpetual collection at our

own HHW facility. By providing residents a permanent household hazardous waste facility that will be in operation one weekday each month from March- November we will be offering a great improvement of this HHW program to residents in our community. We anticipate full support from county residents as well as surrounding municipalities (please see attachments for municipality's approval and agreement). Through the provision of this hazardous waste collection program we will be able to positively affect over 17,000 residents, and decrease the illegal dumping of hazardous materials from residential households. We anticipate an increase in hazardous waste recovery of up to 60% by offering these additional 7 days per year (if not more in the future) for the collection of household hazardous wastes. In no way do we foresee this HHW Site ever becoming ineffective or unproductive.

Project Timeline:

Please see the detailed timeline below for a reference:

- *October 16th, 2015* -HHW Building installed and in service for our first HHW Collection day in the new facility. **Collection would then continue on a regular schedule monthly from March-November each year forward.*
- *June 30th, 2016*- Grant final report submitted to DEACS to close out grant process.

Project Budget:

Item	State Grant Award	Applicant Cash Match	Total
HHW Building + Delivery and Installation Costs	\$30,000.00	\$6,637.00	\$36,637.00
TOTALS	\$30,000.00	\$6,637.00	\$36,637.00

*Installation will require delivery 500, heavy equipment rental 1,000, power line installation 3,000 and electrical hook up 1,350



WATAUGA COUNTY DEPARTMENT OF SANITATION

336 Landfill Road
Boone, North Carolina 28607
(T) 828-264-5305
(F) 828-264-1702

Heather Bowen
Recycling Coordinator
Watauga County
January 26, 2015

Mr. Ed Evans
Town Manager
Town of Seven Devils

Dear Mr. Evans,

Watauga County has been approved to construct a permanent Household Hazardous Waste Facility for county residents. This facility will promote proper disposal of hazardous waste and also offer more convenient accessibility for the public. In opposition to our county's previous HHW yearly collection, which was held only twice a year (once in the spring and fall), this new facility will be open monthly or bimonthly from March through November. The location of the facility will be adjacent to the recycling building at 336 Landfill Rd. in Boone. Watauga County Sanitation and Recycling Department is currently in the process of applying for a grant through NCDENR that would assist with funding this permanent HHW facility. In order to increase our county's probability to be awarded this financial aid we would appreciate your support.

By signing your name below you give your municipality's approval of the Watauga County Household Hazardous Waste permanent facility. By supporting the facility your town will agree to help promote public knowledge of this HHW program and to encourage proper disposal techniques to residents.

X Ed Evans

Ed Evans
Town Manager

Sincerely,

Heather Bowen
Recycling Coordinator
Watauga County



WATAUGA COUNTY DEPARTMENT OF SANITATION

336 Landfill Road
Boone, North Carolina 28607
(T) 828-264-5305
(F) 828-264-1702

Heather Bowen
Recycling Coordinator
Watauga County
January 26, 2015

Mr. Randy Feierabend
Town Manager
Town of Beech Mountain

Dear Mr. Feierabend,

Watauga County has been approved to construct a permanent Household Hazardous Waste Facility for county residents. This facility will promote proper disposal of hazardous waste and also offer more convenient accessibility for the public. In opposition to our county's previous HHW yearly collection, which was held only twice a year (once in the spring and fall), this new facility will be open monthly or bimonthly from March through November. The location of the facility will be adjacent to the recycling building at 336 Landfill Rd. in Boone. Watauga County Sanitation and Recycling Department is currently in the process of applying for a grant through NCDENR that would assist with funding this permanent HHW facility. In order to increase our county's probability to be awarded this financial aid we would appreciate your support.

By signing your name below you give your municipality's approval of the Watauga County Household Hazardous Waste permanent facility. By supporting the facility your town will agree to help promote public knowledge of this HHW program and to encourage proper disposal techniques to residents.

A handwritten signature in black ink, appearing to read "Randy Feierabend", is written over a horizontal line.

Randy Feierabend
Town Manager

Sincerely,

Heather Bowen
Recycling Coordinator
Watauga County



WATAUGA COUNTY DEPARTMENT OF SANITATION

336 Landfill Road
Boone, North Carolina 28607
(T) 828-264-5305
(F) 828-264-1702

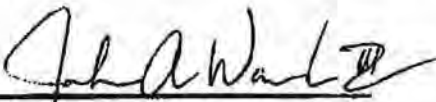
Heather Bowen
Recycling Coordinator
Watauga County
January 26, 2015

Mr. John Ward
Town Manager
Town of Boone

Dear Mr. Ward,

Watauga County has been approved to construct a permanent Household Hazardous Waste Facility for county residents. This facility will promote proper disposal of hazardous waste and also offer more convenient accessibility for the public. In opposition to our county's previous HHW yearly collection, which was held only twice a year (once in the spring and fall), this new facility will be open monthly or bimonthly from March through November. The location of the facility will be adjacent to the recycling building at 336 Landfill Rd. in Boone. Watauga County Sanitation and Recycling Department is currently in the process of applying for a grant through NCDENR that would assist with funding this permanent HHW facility. In order to increase our county's probability to be awarded this financial aid we would appreciate your support.

By signing your name below you give your municipality's approval of the Watauga County Household Hazardous Waste permanent facility. By supporting the facility your town will agree to help promote public knowledge of this HHW program and to encourage proper disposal techniques to residents.

X 

John Ward
Town Manager

Sincerely,

Heather Bowen
Recycling Coordinator
Watauga County



WATAUGA COUNTY DEPARTMENT OF SANITATION

336 Landfill Road
Boone, North Carolina 28607
(T) 828-264-5305
(F) 828-264-1702

Heather Bowen
Recycling Coordinator
Watauga County
January 26, 2015

Mr. Scott Fogleman
Town Manager
Town of Blowing Rock

Dear Mr. Fogleman,

Watauga County has been approved to construct a permanent Household Hazardous Waste Facility for county residents. This facility will promote proper disposal of hazardous waste and also offer more convenient accessibility for the public. In opposition to our county's previous HHW yearly collection, which was held only twice a year (once in the spring and fall), this new facility will be open monthly or bimonthly from March through November. The location of the facility will be adjacent to the recycling building at 336 Landfill Rd. in Boone. Watauga County Sanitation and Recycling Department is currently in the process of applying for a grant through NCDENR that would assist with funding this permanent HHW facility. In order to increase our county's probability to be awarded this financial aid we would appreciate your support.

By signing your name below you give your municipality's approval of the Watauga County Household Hazardous Waste permanent facility. By supporting the facility your town will agree to help promote public knowledge of this HHW program and to encourage proper disposal techniques to residents.

X 

Scott Fogleman
Town Manager

Sincerely,

Heather Bowen
Recycling Coordinator
Watauga County

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AGENDA ITEM 6:

REAPPOINTMENT OF TAX ASSESSOR

MANAGER'S COMMENTS:

Mr. Larry Warren, Acting Tax Administrator, was appointed for a two year term due to the fact that he did not have the necessary certifications to qualify for a four year term. Mr. Warren's initial appointment ended in December 2014 and he has been serving as the Acting Tax Administer from that point. Historically, the Tax Administrator's appointment has run concurrently with the Fiscal Year.

Mr. Warren is now eligible for a four year term as he has completed the necessary requirements. The Board has the option of appointing Mr. Warren to a two or four year term.

Board action is required to appointment Mr. Warren to a two or four year term to commence on July 1, 2015.

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AGENDA ITEM 7:

COMMUNICATIONS AND EMERGENCY SERVICES 911 ADDRESSING SOFTWARE REQUEST

MANAGER'S COMMENTS:

Mr. Jeff Virginia, Emergency Services Director, will request the Board approve a contract with Trimble GPS in the amount of \$17,170.54 for software and training regarding 911 address points, center line corrections, and mapping of roads in the County. The County currently has to contract out these services. Funds for the purchase of the equipment, software, and training are included in the current year's budget and are 100% 911 reimbursable.

The first year of maintenance is included in the purchase price. Board action is required to approve the contract with Trimble GPS in the amount of \$17,170.54 for GPS software, equipment, and training.



WATAUGA COUNTY

061615 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

June 3, 2015

To: Watauga County Board of Commissioners
From: Jeff Virginia
Ref: Trimble GPS and associated software
Cc: Deron Geouque

This GPS unit along with the software and training will be used by the GIS Technician in the Watauga County Tax Mapping Department for the purpose of 911 address points, center line corrections, updates and mapping new roads in Watauga County that will be integrated into our CAD mapping database in the 911 Communications Center.

This purchase enables us to utilize current Watauga County staff to complete these necessary data collections, this should occupy around 72 hours a year for centerline edits after our GIS Technician is trained based on Highland Mapping past figures.

The funds for the purchase of this equipment, software and training are currently in this year's budget and are 100% fundable with 911 surcharge funds.

I respectfully request the Watauga County Board of commissioners to approve the purchase this equipment, software and training.



1208 Copeland Oaks Dr
 Morrisville, NC 27560
 919-460-8886 Fax 919-460-8896

DATE	CUSTOMER ID
3/19/2015	145687

**PLEASE MAKE ALL CHECKS AND POS
 PAYABLE TO DUNCAN-PARNELL INC.**

Bill To

Watauga Co. Dept.of Communications
 184 Hodges Gap Road Suite D
 Boone, NC 28607

Ship To

Watauga Co. Dept.of Communications
 184 Hodges Gap Road Suite D
 Boone, NC 28607

Requested By: Jeff Virginia

828-265-6900

CUSTOMER ID	QUOTE #	QUOTE EXPIRATION DATE	PURCHASE ORDER #	BRANCH
145687	364993	Quote Expires On 4/18/2015		7700
REQUESTED DATE	SALES REP		SALES REP EMAIL	SALES REP PHONE
3/19/2015	Mike Withers		mike.withers@duncan-parnell.com	803-627-0156

Item Number	Item Description	Disp.	Quantity Quoted	UM	Quantity Allocated	Back Ordered	Unit Price	Quote Price
45955-VG	TerraSync Professional software		1	EA	0	1	1,295.000	1,295.00
57972-10	GIS Tornado Antenna		1	EA	0	1	1,625.000	1,625.00
70800-50	Tornado/Tempest Antenna Cable 5m		1	EA	0	1	70.000	70.00
5114-01	Seco Triple Mag Mount SS		1	EA	0	1	246.514	246.51
31000	TRAINING MAPPING CUSTOM ONSITE UP TO 6		2	EA	0	2	1,500.000	3,000.00
88181-02	Geo 7X with Rangefinder FL, NMEA		1	EA	0	1	7,995.000	7,995.00
UPSFEDUSPSFRT	UPS/FED-EX/POSTAGE/DHL/FREIGHT		1	EA	0	1	48.000	48.00
34191-VG	GPS Pathfinder Office Software		1	EA	0	1	1,995.000	1,995.00

Total Lines 6

**PLEASE MAKE ALL CHECKS AND POS
 PAYABLE TO DUNCAN-PARNELL INC.**

SUB-TOTAL	16,274.51
TAX	896.03
TOTAL	17,170.54

CHARLESTON (843) 722-2898	CHARLOTTE MAIN (704) 372-7766	CHARLOTTE ARROWOOD (704) 588-0047	CHARLOTTESVILLE (434) 817-5000	CONCORD (704) 782-2625	GREENSBORO (336) 855-1211	LAKE NORMAN (704) 658-9666	MORRISVILLE (919) 460-8886
	MYRTLE BEACH (843) 626-3641	N. CHARLESTON (843) 747-6033	NORCROSS (770) 931-0844	RALEIGH (919) 833-4677	ROCKY MOUNT (252) 977-7832	WILSON (252) 243-1632	71



March 19, 2015

To: North Carolina Customers

Duncan-Parnell, Inc. is the sole authorized dealer for Trimble Mapping and GIS solutions in the State of North Carolina. Duncan-Parnell, Inc. has multiple locations across North Carolina providing knowledgeable sales and support personnel.

Duncan-Parnell, Inc. is a Trimble certified service center for North Carolina and therefore performs all warranty repairs on Trimble's MGIS products. They also provide Trimble Certified Training with an authorized Trimble Certified Trimble Mapping & GIS Trainer on staff.

Our authorized Trimble dealers are strategically located throughout the United States to better serve local customers. They are responsible for the sale, service, support and training of our GPS products, including hardware and software.

I hope this information assists you. Please do not hesitate to contact me if you have any questions.

Regards,
John Tran

Regional Sales Manager
Mapping and GIS Products
Trimble Navigation Ltd.
561-6857994 (Office)
561-284-4976 (mobile)
Email: John_Tran@trimble.com

AGENDA ITEM 8:

BUDGET AMENDMENTS

MANAGER'S COMMENTS:

Ms. Margaret Pierce, Finance Director, will review budget amendments as included in your packet.

Board approval is requested.



WATAUGA COUNTY FINANCE OFFICE

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

MEMORANDUM

TO: Deron T. Geouque, County Manager
FROM: Margaret Pierce, Finance Director
SUBJECT: Budget Amendments - FY 2014/15
DATE: June 10, 2015

The following budget amendments require the approval of the Watauga County Board of Commissioners. Board approval is requested.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103839 384000	Recreation Donations		44,000
104287 457001	Capital Outlay-Land Improvements	44,000	

To allocate funds for the TDA donation to create additional parking and trails at Brookshire Park and the Soccer Complex.

103300 343101	Homeland Security Equipment Grant		1,770
104310 429000	Investigation Supplies	1,770	

To recognize funds received from Homeland Security to purchase cameras for use with investigations. No County dollars are required

143531 323000	Federal/State Reimbursements		2,423
145310 454000	Capital Outlay-Vehicles		808
145310 451000	Capital Outlay-Equipment	3,231	

To purchase IT equipment under a special 75/25 match program DHHS offered May 29, 2015. County match is available in the DSS budget.

143531 323000	Federal/State Reimbursements		16,000
145310 418300	DSS-Health Insurance		16,000
145310 469101	DSS-Legal	32,000	

To recognize additional revenues from DHHS for increased expenditures in legal service due to additional cases above estimated.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
143585 323000	Title XX Daycare Revenues		8,174
145850 440900	Title XX Daycare Expenditures	8,174	

To recognize additional allocation in daycare funds. No County funds are required.

103586 332006	SHIP Grant Funds		1,774
105550 449901	SHIP Grant	1,774	

To recognize award of MIPPA additional grant funds for the Senior's Health Insurance Information Program. Funds will be used under the Medicare Improvements for Patients and Providers Act requirements. No County dollars are required.

293270 312009	Occupancy Tax Revenues		125,000
294140 449900	Admin Fee on Tax Collections	1,250	
294140 469900	Watauga Co Dist U TDA	123,750	

To recognize additional projected occupancy tax revenues above original budget.

103612 361260	Special Program Revenues		4,200
106126 412600	Part-time Salaries	3,500	
106126 418100	FICA	280	
106126 418600	Worker's Comp	20	
106126 429000	Other Supplies	400	

Due to scheduling, Dance Camp will be held June 22-26. It was budgeted for July. To recognize revenue and expenditures associated with the camp in current fiscal year.

103200 323100	Sales Tax Revenue		92,040
104330 469901	Foscoe Fire	17,205	
104330 469904	Beaver Dam Fire	20,700	
104330 469905	Boone Fire	8,000	
104330 469906	Zionville Fire	4,275	
104330 469907	Cove Creek Fire	3,200	
104330 469908	Stewart Simmons Fire	6,500	
104330 469910	Meat Camp Fire	4,910	
104330 469911	Todd Fire	6,260	
104330 469912	Blowing Rock Fire	7,630	
104330 469913	Shawneehaw Fire	960	
104330 469924	Deep Gap Fire	12,400	

To allocate funds for sales tax payments to the fire departments above original projections.

<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
243102	312101		13,710
243102	312100		26,710
243102	312105		150
283102	312103		100
283102	312104		300
283102	312106		210
283102	312107		5,145
283102	312109		7,240
283102	312111		935
283102	312112		11,000
283102	312119		500
244340	469901	13,710	
244340	469905	26,710	
244340	469998	150	
284340	469903	100	
284340	469904	300	
284340	469906	210	
284340	469907	5,145	
284340	469909	7,240	
284340	469911	935	
284340	469912	11,000	
284340	469919	500	

To recognize additional projected property tax revenues above original budget.

103300	349910	NC ADM Capital Funds	140,000
103980	398121	Transfer from Capital Projects Fund	167,730
105911	470008	ADM-Hardin Park Grease Trap	307,730
213991	399101	Fund Balance Appropriation	167,730
219800	498010	Transfer to General Fund	167,730

To allocate funds for the grease trap replacement and kitchen renovations at Hardin Park School. County match to ADM funds provided by School Capital Project set aside funds.

AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Watauga Medics Proposed Contract Revision – Second Ratifying Vote of Additional Revision*****MANAGER’S COMMENTS:**

Per discussion at the County’s Annual Retreat, enclosed is a copy of the changes to the current Franchise Agreement with Watauga Medics. The major change is to allow Watauga Medics to increase their rates to maximize Medicaid dollars. This change would result in a reduction in the County’s annual supplement and allow the savings to fund an ambulance study and the additional utility costs associated with the new ambulance station.

North Carolina General Statute 153A-46 requires grants, renewals, extensions, or amendments of any franchise to be passed at two regular meetings of the Board of Commissioners before it may be officially adopted.

At the last Board meeting, an additional change was made thus requiring the reading of the contract at the June 2, 2015 meeting. The subsidy date did not reflect the change in the terms of the contract. Staff has incorporated all of the changes into the document enclosed.

This is the second reading and staff recommends approval of the contract for adoption.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

AMBULANCE FRANCHISE AGREEMENT

THIS AMBULANCE FRANCHISE AGREEMENT (hereinafter "Agreement") is made and entered onto this the 1st day of July 2015 by and between **WATAUGA COUNTY**, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter the "County"), and **WATAUGA MEDICS, INC.**, a North Carolina corporation, (hereinafter "Franchisee").

WHEREAS, effective October 4, 1999, the Watauga County Board of Commissioners, by authority contained in NC.G.S, 153A-250, adopted titled "Watauga County Ambulance Franchise Ordinance" (hereinafter the "Ordinance"); and

WHEREAS, County and Franchisee executed an Ambulance Franchise Agreement dated November 16, 2004, pursuant to the Watauga County Ambulance Franchise Ordinance, pursuant to the authority granted to the County by NCGS 153-250; and

WHEREAS, pursuant to said Ordinance, the County issued a Request For Proposal (hereinafter the "RFP") soliciting bids and specifying certain minimum conditions of any franchise to be issued pursuant thereto; and

WHEREAS, Craig J. Sullivan, on behalf of Watauga Medics, Inc., submitted a written bid entitled *Bid Proposal for Watauga County Ambulance Service* (hereinafter the "Bid") pursuant to said RFP; and

WHEREAS, the County, at its November 1, 2004, meeting resolved to accept the Bid Option 3-1 contained in said bid, to wit: that the bidder will provide service (as further specified below) with the County to provide an annual subsidy of as set forth below in monthly installment; and

WHEREAS, at the February 20, 2007, meeting of the Watauga County Board of County Commissioners, the County agreed to amend the agreement to clarify and restated the subsidy payment that were paid or are to be paid pursuant to the Agreement; and

WHEREAS, the parties have discussed an extension of the Agreement between the County and Franchisee in an effort to lock-in costs to the County and allow for the Franchisee to expand his operations to improve services in Watauga County.

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth below, the County and the Franchisee agree as follows:

1. The County does hereby grant unto Franchisee a non-exclusive franchise for the operation of an ambulance service for the provision of emergency and non-emergency medical transport services, in accordance with the Ordinance, the RFP, the bid and this Agreement for a period of seven years.
2. This franchise may not be sold, assigned or transferred nor may it in any way vest in any person, firm or corporation, other than the Franchisee and any such sale, transfer or assignment shall cause this franchise to terminate immediately, at the opinion of Watauga County.
3. Any change in legal or equitable ownership of Franchisee, its corporate shares, or any of its equipment shall immediately terminate the Franchise, at the option of Watauga County.
4. The initial term of the Franchise shall be from 12:00 A.M. on January 1, 2014, and through and including the 31st day of December, 2020. Either party, for any reason, may with or without cause terminate this agreement and the Franchise upon one hundred eighty (180) calendar days written notice to the other party, unless sooner terminated for reasons set forth in the Ordinance or by agreement of the parties hereto.
5. At the end of the aforesaid term, unless the parties agree otherwise in writing or either party has given notice of termination as aforesaid, the Franchise and all of the terms of this Agreement (subject to any amendments as may be entered into) shall be automatically renewed for continuing one-year terms.
6. The Franchise shall provide all personnel, vehicles, supplies and equipment to provide all emergency and non-emergency ambulance service necessary in all parts of Watauga County on a 24 hour per day, 7 day per week basis, at not less than an EMT-Paramedic level of service (except so long as an agreement for such acceptable to the County is in place, the Franchise may provide ambulance service to the Flat Springs area of Avery County in exchange for Avery County's providing pursuant to agreement with Franchise ambulance service to the Town of Beech Mountain in Watauga County. It is understood that each ambulance transport that occurs in Avery County as the result of the above agreement allows the franchisee to bill the patient and to bill the County an additional \$500.00) Each ambulance of the Franchisee shall be available to render assistance to all portions of Watauga County.
7. Franchisee shall keep two (2) two-wheel drive ambulances and two (2) four-wheel drive ambulances fully equipped, licensed and available for emergency and non-emergency service at all times, subject to routine maintenance down time. As of January 1, 2014, Franchisee shall keep three of the ambulances manned and

available on a 24 hour per day, 7 day per week basis and a third ambulance manned and available nine hours per day, Monday through Saturday, six (6) days per week. Not less than two (2) ambulances will be kept within the County at all times for services pursuant to this Agreement, one of which will be manned and the other of which will be manned or will have personnel on call for immediate service. Each ambulance necessary to meet the foregoing requirements shall have less than 50,000 miles on it at the time initially put in service by Franchisee. Franchisee will immediately notify the County in writing of any additions or the deletions to its inventory of operational ambulances.

8. The Franchisee shall maintain not less than two (2) bases, two of which will be provided by the County as set forth below. The Franchisee must bear all responsibility for finding other station(s) and the costs associated with acquiring, equipping, and maintaining such.
9. Franchisee's first base of operations will be located at the facilities owned by the County at 921 West King Street, Boone, North Carolina 28607, or such other location as may be provided by the County. The County will make available, at no charge to Franchisee, said the facilities currently located at 921 West King Street, Boone, North Carolina 28607, specifically consisting of 5,263 square feet, including a garage, offices, sleeping area and a training room. The County shall provide property and casualty hazard insurance for the structure at said location. The Franchisee must bear all utilities, maintenance, medical supplies, equipment and other necessary expenses associated with said facilities provided by the County. Franchisee's obligation to provide maintenance to the structure shall be limited to repairs of ordinary wear and tear to the reasonable satisfaction of the County. Franchisee's two propane heaters and the lift located in the bay area of the building shall remain the property of Franchisee, so long as Franchisee repairs any damage to the building caused by their removal.
10. The County will provide a second base of operations, upon completion, on the western end of the County to be located at 193 US Hwy 321 North, Vilas, North Carolina 28692 with similar arrangement as above.
11. The Franchisee shall maintain a second base to be located at 133 Longvue Dr., Boone, North Carolina and the Franchisee shall be solely responsible for providing all things necessary for operation of the service at the second base, including but not limited to the building, utilities, maintenance, medical supplies, equipment and necessary operational expenses associated with the facilities.
12. Each ambulance used by Franchisee must be in compliance with all applicable Federal, State, and local laws relating to personnel, health, safety, equipment, vehicle design, and sanitation. Franchisee shall keep the County provided with a copy of the current State certification for each ambulance owned or operated by Franchisee.

13. The Franchisee shall be responsible for all future capital purchase and all operational, including (but not limited to) salaries, employee benefits and expenses, insurance, mobile operational costs, and all other fees, expenses, and charges necessary to remain in compliance with the County's ordinance and the franchise granted to the Franchisee.
14. The Franchisee shall provide the County with a list of all of its equipment which is in service, on not less than an annual basis, and the Franchisee shall assure that all of its equipment in use will be removed from service once it becomes obsolete or needs to be replaced due to normal wear and tear.
15. Each ambulance of Franchisee shall be equipped with an eight (8) channel VHF radio. Frequencies shall be assigned by the Communications Center designated by the County. Franchisee shall relay all ambulance movements to the Communications Center designated by the County, via two-way radio.
16. The Franchisee shall assure that its EMS personnel have access to operational Franchisee issued pagers, or other communication devices along with accurate phone lists are on file to notify said personnel if the regular squads of the Franchisee are unable to handle the volume of calls that may come in from time to time.
17. The Franchisee shall at all times meet the following performance standards:
 - a. The average response time for an ambulance, calculated on a Monthly basis, shall not exceed ten minutes.
 - b. Franchisee shall place no required ambulance in service for initial operation that has more than 50,000 miles.
18. The Franchisee shall not allow any paramedic to practice in Watauga County until he or she has passed an oral examination given by a panel approved by ~~of~~ the Medical Director along with any other reasonable standards as set forth by the Medical Director. It will be the responsibility of the County to coordinate with the Franchisee to ensure a qualified Medical Director remains active in the system.
19. The Franchisee shall enter into and assure the existence of mutual aid agreements with ambulance services in counties adjoining Watauga County to provide assistance in the event of disaster or other special need, said agreements to be at the sole expense of the Franchisee. Additionally, the Franchisee shall implement and keep in place a Reserve Program, creating a County-wide manpower bank to be available in the event of a disaster or other special need. All training will be open to Reserves and any other individuals with NC Basic EMT Certification, or

higher, who also meet Franchisees other reasonably developed standards. The Franchisee shall make all reasonable efforts to provide "ride time" to said reserves, to keep their skills current.

- 20. Franchisee shall enter into mutual aid agreements to have and make available assistance of and to all volunteer rescue squads in the County when requested by the County, the Franchisee or the volunteer rescue squads.
- 21. The Franchisee shall make its resources available to Watauga County Emergency Management Office during its emergency activities, and during any declared State of Emergency shall work in conjunction with the Emergency Operations Center.
- 22. The Franchisee shall oversee a First Responder program, which the Franchisee will assist the local fire departments with the needs of the program. The Franchisee shall assist in the development and implementation of operating guidelines for the program, and shall restock the supplies (not to include capital equipment or any drugs such as epi pens) used in the services of the First Responder. Further, the Franchisee shall coordinate continuing education requests and other training for all First Responders, as appropriate. All of the foregoing shall be provided to the program and First Responders at no cost to the First Responders or their sponsoring agency or agencies, all with no additional cost to the County.
- 23. The Franchisee shall operate on a fee for services basis, and shall only issue the following charges (when incurred) at the following rates, which are hereby approved by the County:
 - a. Rates for BLS calls: \$300.00
 - b. Rates for ALS calls:

(non-emergency)	\$325.00
(Emergency)	\$415.00
ALS II:	\$550.00
 - c. Charge per mile: \$9.00
 - d. Waiting time per hour (after first hour) \$25.00
 - e. No transport calls:

A charge of \$50.00 is authorized for no transport calls when Franchisee responds to assist patients who just need assistance or patients who have initiated a 911 call and have changed their mind once Franchisee arrived. No charge under this subsection may be assessed when a 911 call is made by a bystander without the request of the injured party.

No other fees, expenses, or charges may be made without prior Resolution of the County's Board of Commissioners approving such.

24. The Franchisee shall be responsible for billing and collection of its fees, charges and expenses. The Franchisee must submit for payment from, third-party payers and accept assignment of Medicare and Medicaid Franchisee shall maintain accurate records of its charges and reimbursements from Medicare and other sources of all charges pursuant to the foregoing authorized increases, and shall compile and maintain such information in a form useful to the County, which information shall be shared from time to time with the County, as the County may desire.
25. Franchisee shall maintain all records required by Sect XII of the Ordinance and shall submit to the County by the 15th of the month following each quarter a data sheet containing all of the information specified in subsection f of said Section of the Ordinance. The Franchisee shall submit an annual report containing all of the information required by said Section and further specified by subsection g of said Section by the 15th day of the month following the last quarter of each year. The Franchisee shall maintain the aforesaid records in an organized fashion, and allow the County full access to said information as the County deems appropriate. By the 15th of May of each year, the Franchisee shall submit to the County manager a budget of how it intends to spend the County's funds in the upcoming fiscal year, and within ninety (90) days of the end of the Franchisee's fiscal year, the Franchisee shall furnish the County a full and complete certified audit of Franchisee's operations conducting by a CPA in accordance with generally accepted auditing standards of Franchises's operations, which shall include a fully-audited financial statement of the Franchisee. The Franchisee's fiscal year shall be from 1 January to 31 December of each year.
26. Each year, Franchisee shall provide the County a detailed explanation of its billing policies, sufficient to allow County to fully understand the billing methods and practices of the Franchisee.
27. Franchisee shall fully allow the County to inspect all records, premises and equipment of the Franchisee at any time in order to confirm and insure compliance with the ordinance and the franchise granted herein.
28. In providing ambulance service as described herein the Franchisee shall comply with all laws of the United States, the State of North Carolina and the County of Watauga, including rules and regulations promulgated by the Medical Care Commission and the NC Medical Board, and resolutions and ordinances of the Watauga County Board of Commissioners. Further, the Franchisee shall abide by all applicable US and North Carolina Labor laws, including, but not limited to, Occupational Safety and Health regulations, Fair Labor Standards Act and the Americans with Disabilities Act and regulations pursuant thereto. The County shall have the right to inspect all records pertaining to these labor laws and ensure

compliance by the Franchisee. The Franchisee shall maintain records on all employee training conducted pursuant to Occupational Safety and Health regulations and shall make these available to the County upon request

29. Franchisee shall maintain in place an escrow account, a surety bond, an irrevocable letter of credit, or other guarantee or undertaking satisfactory to the County attorney, in an amount equal to the amount of the contract subsidy applicable to any one hundred eighty (180) day period following the date such obligation may arise to assure payment to the County for any liability of the Franchisee to the County arising out of this Agreement, of the Ordinance, or of Franchisee's operation, and to pay for any substitute performance the County may cause to be provided upon Franchisees default in performance hereunder or under the Ordinance.
30. The Franchisee agrees and acknowledges that the above-referenced facilities of the County located at 921 West King Street, Boone, North Carolina are fully adequate facilities for the housing of their base operation at said location.
31. For the period of this agreement, the County shall prepay to Franchisee an annual subsidy in monthly installments as follows:

July 1, 2015 - Dec. 31, 2015: \$951,885.84 + CPI waived.
 Jan. 1, 2016 - Dec. 31, 2016: Previous Years amount+ CPI adjustment
 Jan. 1, 2017 - Dec. 31, 2017: Previous Years amount+ CPI adjustment
 Jan. 1, 2018 - Dec. 31, 2018: Previous Years amount+ CPI adjustment
 Jan. 1, 2019 - Dec. 31, 2019: Previous Years amount+ CPI adjustment
 Jan. 1, 2020 - Dec. 31, 2020: Previous Years amount + CPI adjustment

This amount to be adjusted by the CPI as explained below. Each year thereafter the previous year's amount will be adjusted as explained below:

On each January 1, commencing on January 1, 2015, the agreed-upon County subsidy shall be adjusted and revised as follows:

- a. 60 percent of the adjustment shall reflect the annual increase or decrease of the Consumer Price Index (CPI) South Urban Size C, as published by the US Department of Labor, Bureau of Labor Statistics.
- b. 20 percent of the adjustment shall reflect the annual increase or decrease of the CPI, Medical Care Services as published by the US Department of Labor, Bureau of Labor Statistics.
- c. 20 percent of the adjustment shall reflect the annual increase or decrease of the CPI, Transportation, as published by the US Department of Labor, Bureau of Labor Statistics.

In the event the CPI components produce a negative adjustment, once totaled, the Subsidy amount will not be adjusted. In the event the CPI components produce a percentage greater than 6% the annual increase will be 6% plus on-half (50%) of the amount over 6% up to 10% (For Example, if the CPI escalator is computed at 7.4% the annual increase would be 6.7% or $6\% + .50 \times 1.4 = 6.7$). Any amount over 10% will not be considered for adjustment ie the maximum adjustment will be 8%. Or $6\% + .50 \times 4\% = 8\%$).

32. The County will calculate the adjustment based upon the most recent November annual report of Franchisee as compared to the report of the previous November. (For example, the January 1, 2015, adjustment will reflect the CPI changes between November 2013 and November 2014.)
33. Franchisee shall at all times during the existence of the Franchise, keep in full force and effect the insurance coverage as required by Section X of the Ordinance entitled "Insurance" and all insurance required by law, including liability insurance on its vehicles and workers' compensation coverage for its personnel. Franchisee shall provide proof of coverage to the County and to assure that each insurance policy contains provisions that assure that the County receives at least 90 days prior notice from each carrier of any lapses, cancellations, denials, changes or limitations in coverage. The County shall be shown as an additional insured on all of Franchisee's liability insurance.
34. The Franchisee shall indemnify and hold harmless the County and its officers and employees from and against all suits, actions, liability, claims, demands, judgments, recoveries or expenses, including court costs and attorney's fees, against or incurred by the County on account of or in any way connected with or arising from any claim of injury, loss or damage which arises out of or is in any manner connected with Franchisee's operations; including, but not limited to any claim or injury, loss or damage, suit, action, liability, claim, demand, judgment, recovery, or expense caused or alleged to be caused in whole or in part by any negligent act, omission, error, professional error, mistake, accident or other fault of the Franchisee, any subcontractor of the Franchisee, or an officer, employee or agent of the Franchisee.
35. Franchisee is to provide ambulance service as an independent contractor and neither Franchisee nor any of its personnel shall be an employee, agent or representative of the County in any way.
36. The Franchisee and its agents, contractors and subcontractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, sex, religion or disability in any policy or practice and Franchisee shall assure that any agreements or practices it enters into or engages in expressly provide for such nondiscrimination.

- 37. This Agreement is entered into pursuant to the RFP which Franchisee acknowledges; to the Ordinance and all amendments as may be made thereto, which Franchisee is and will remain familiar with and agrees to fully abide by; to the bid by Watauga Medics, Inc., and to the County's resolutions of November 1, 2004, accepting said bid. Except to the extent this Agreement imposes standards above the minimum standards specified in the Ordinance, in the event of any inconsistency among or between the foregoing, the Ordinance shall control and as between this Agreement and the RFP, the Bid, and the Resolution, this Agreement shall control, but all of the terms of the aforesaid documents not inconsistent with the other documents shall remain in and have full force and effect.

- 38. Should any portion of this Agreement be ruled or determined invalid, such invalidity shall not effect the enforceability of the remaining portions hereof. This Agreement shall not be amended or modified except in writing, signed by all parties hereto, with the County's consent to such modification to be only by prior resolution of its Board of Commissioners.

IN TESTIMONY WHEREOF, the said parties hereto have hereunto caused this instrument to be signed in their names by their duly authorized officers.

WATAUGA COUNTY

WATAUGA MEDICS, INC.

By: _____
Jimmy Hodges, Chairman
Watauga County Board of Commissioners

By: _____
Craig Sullivan, President

ATTEST:

Anita J. Fogle
Clerk to the Board

Chasity Profitt
Corporate Secretary

(SEAL)

(SEAL)

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

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Request for Transition Period for New Elections Director

MANAGER'S COMMENTS:

Mr. Luke Eggers, Board of Elections Chairman, is requesting the Board approve Mr. Matt Snyder to assume the duties of Board of Elections Director prior to July 1, 2015. As you may recall, Mr. Snyder's appointment was affirmed by the State Board of Elections. Ms. Amy Shook, Register of Deeds, was provided the opportunity to start prior to Ms. Townsend's retirement which allowed for a smooth transition in operations.

Staff seeks direction from the Board.

175-A Kriskell Lane
Boone, NC 28607
June 10, 2015

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



Re: Request for Transition Period for new Elections Director

Dear Mr. Geouque,

As you are aware, Mr. Matthew Snyder is scheduled to begin work as the Elections Director for Watauga County beginning July 1, 2015. The purpose of my letter is to request the Watauga Board of Commissioners consider allowing Mr. Snyder to begin work in the office prior to this date to allow a smooth transition into his role of director. Due to the timing of Ms. Hodges retirement and the upcoming municipal elections, I would like to ensure a smooth transition in the workings of the Board of Election office. The filing period for the 2016 municipal elections begins July 6, and with the July 4th holiday, Mr. Snyder would be limited to two working days in the office prior to the start of the municipal filing period if he were to begin work on July 1.

Beginning work in the middle of June would allow Mr. Snyder an opportunity to review the preparation that has been done to prepare for the municipal elections and work with staff as they prepare for this filing period. Due to this being the last scheduled commissioners meeting prior to July, I would request this action be considered at your June 16 meeting. While there has not been an official action by the county board of elections regarding this request due to the recent confirmation of Mr. Snyder's availability to serve in this capacity, it seems to make logical sense to assist in this transition period. It is my understanding that the Board of Commissioners provided for a similar transition period recently upon the retirement of JoAnn Townsend as our Register of Deeds.

Thank you in advance for your consideration of this request and for your work on behalf of the citizens of Watauga County.

Sincerely,

Handwritten signature of Luke Eggers in blue ink.

Luke Eggers

AGENDA ITEM 9:

MISCELLANEOUS ADMINISTRATIVE MATTERS

C. Proposed Fiscal Year 2016 AppalCART Contracts

MANAGER'S COMMENTS:

AppalCART contracts for transportation services for the Project on Aging and Social Services Departments for FY 2016 are presented for the Board's consideration. The proposed rates are the same for both the Project on Aging and Department of Social Services at \$1.40 per vehicle mile.

Board action is required to approve the contracts.

AppalCART Providing Public Transportation Since 1981

P O Box 2357 ~ 305 NC Hwy 105 Bypass ~ Boone NC 28607 ~ Phone (828) 297-1300 ~ Fax (828) 297-4100
website: www.appalcart.com ~ email: info@appalcart.com

Transportation Agreement

This Agreement, effective this 1st day of July 2015, by and between AppalCART and

Agency Name: Project On Aging
Contact Person: Angie Boitnotte
Address: 132 Poplar Grove Connector, Suite A, Boone, NC 28607
Phone: 828-265-8092
Fax: 828-264-2060
Email: angie.boitnotte@watgov.org
Rate Per Mile: 1.45
Rate Per Hour: 0.00

NORTH CAROLINA
WATAUGA COUNTY

AGREEMENT

THIS AGREEMENT, effective this 1st day of July 2015 by and between AppalCART and

PROJECT ON AGING hereinafter referred to as Project On Aging NOW, THEREFORE,

in consideration of the mutual covenants set forth herein, the AppalCART and Project On Aging agree as follows:

Section 1 Purpose of Agreement

The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County pursuant to the Watauga County Community Transportation Service Plan of December 2001, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which AppalCART will provide transportation services for Project On Aging

Section 2 Adoption of Required Provisions

This Agreement incorporates the required provisions of the North Carolina Department of Transportation AppalCART Agreement under Project Number and subsequent agreements between the North Carolina Department of Transportation and AppalCART
Contractor shall comply with audit requirements as described in N.C.G.S. 146C-6-22 23 and OMB Corci;ar A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Section 3 Scope of Work

1. The normal hours of operation shall be between 6:00a.m. and 6:00p.m. Monday through Friday:
 - [a] AppalCART will provide regulary scheduled transportation services to Project On Aging as may be mutually agreed upon.
 - [b] Project On Aging shall notify AppalCART at least one [1] business day in advance of any revisions in scheduling, or of any additions or deletions of pasengers. Failure to provide this notification of changes or cancellations may result in being billed for the services scheduled, unless adverse weather is the cause
 - [c] Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three [3] days notice is given
 - [d] Scheduling and routing of the AppalCART vehicles will be coordinated with Appalachian State University and routing requirements of the general public
 - [e] The routes and schedules may be modified from time to time by AppalCART in order to provide for a more effective and efficient provision of service to the citizens of Watauga County
2. Insurance, Vehicles & Drivers:
 - [a] AppalCART will be responsible for meeting the requirements of the North Carolina Department of Transportation, FTA and the contracted agency with respect to liability insurance, vehicle inspections, and drivers including licencing, background checks & drug & alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier-passenger vehicles by the North Carolina Utilities Commission.
 - [b] Insurance Company: Ncacc L&P Rmp Insurance Policy Number: Lp-Ap-473-15 Changes will be reported to: Project On Aging
 - [c] AppalCART Will require a MVR for all new applicants to cover at least the last three years prior to the date of the application. Driving records will be checked at least yearly thereafter. Drivers must have no more than two chargable accidents or moving violations in the past three years and must not have a driver's license suspension or revocation within the past five years.

[d] AppalCART Contracts with Wolfe Data who will run a criminal background check through the North Carolina Law Enforcement 001015-BOC Meeting National Crime Information Center (NCIC) if not a resident of NC (for at least 5 consecutive years), prior to employment and quarterly thereafter.

3. Lien holder:

[a] First lien holder on all vehicles titled to AppalCART shall be the Public Transportation Division of North Carolina Department of Transportation

4. Vehicle Operation:

[a] AppalCART will ensure that the vehicles will be equipped, maintained, operated and managed in a safe, efficient and businesslike manner, and the parties do further agree that the driver shall have the final control regarding safety and whether or not the routes should be followed on days of bad weather.

5. Drivers' Training:

[a] AppalCART will provide drivers training to ensure that all drivers have adequate knowledge of passenger safety, CPR first aid, defensive driving, and preventive vehicle maintenance.

6. Service Standards Parameter:

[a] Vehicles will run the approved routes on established schedules within [+ or -] ten [10] minutes, and be equipped with land transportation communication radio systems

[b] AppalCART has an obligation that no more than one quarter of one percent of all trips be missed by AppalCART (no-show) during the course of the contract year. Also no more than 5% of trips should be late for arrival per month (past the scheduled trip arrival time).

7. Period of Performance:

[a] AppalCART shall commence performance of this contract on the 1st day of July 2015 and shall complete, renew or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation an AppalCART under Project Number

[b] Unit Rate. By mutual agreement, the unit rate of said service shall be 1.45 per vehicle mile and 0.00 per vehicle service hour. Mileage rates may change with major changes in price of fuel. All passenger routes will be billed at 100% of actual cost at the above unit rate.

[c] Method of Invoicing. AppalCART will submit an itemized invoice to Project On Aging on a monthly basis, payment terms are thirty [30]days net.

[d] Cost Documentation. All costs charged to Project On Aging including any approved services performed by AppalCART shall be supported by properly executed payrolls, time records, invoices, cancelled checks, deposit slips or vouchers evidencing in detail the nature and property of the charges.

8. Record Retention

[a] AppalCART shall retain all records pertaining to this contract for a period of three [3] years from the date of this agreement

[b] AppalCART shall permit North Carolina Department of Transportation/Public Transportation Division and: Project On Aging to inspect all work, materials, payrolls and other data and records with regard to the Project and to audit the books, records and accounts of the Authority that pertain to this contract.

9. Complaint Procedures:

[a] Passenger complaints should be reported to the AppalCART office where they will be documented and resolved.

10. Management Names:

[a] Names of Board Members & Managers are posted and updated on the AppalCART website, any changes will be reported to the: Project On Aging

11. Reporting, Invoicing, Etc.:

[a] AppalCART Will use the billing codes specified by Project On Aging on invoices, and will report no-shows daily and cancellations on a monthly basis. AppalCART agrees that all charges for Medicaid no-shows will be separately invoiced to the county.

12. Exclusions:

[a] If AppalCART becomes excluded from participation in this contract Project On Aging will be promptly notified.

13. Registration/Eligibility

[a] The Senior Center Directors will complete the Client Registration Forms and determine eligibility for Transportation services. If interested individuals call AppalCART regarding POA Transportation Services, AppalCART will refer them to the appropriate Senior Center Director (LEH or WWCC).

14. Consumer Contributions procedures

[a] At the initial registration/orientation, the Watauga County Project on Aging will provide participants with a letter which states the following: cost of the service, funding source, purpose of consumer contributions, and procedure for making a donation. The Project on Aging is responsible for the collection and reporting of all donations. If a participant attempts to make a donation to AppalCART staff, they should be referred to a Project on Aging staff member. AppalCART should refer participants to the Project on Aging if there are questions regarding consumer contributions.

Section 4 Termination of Agreement

In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice. IN WITNESS WHEREOF the parties here to have executed this Agreement the day and year first above written

By:

Jimmy Hodges
Watauga County Commissioners Chair

Attest:

CLERK To The County Commissioners

By:

Greg Lovins
AppalCART Board Chair

Attest:

Joanna Wilcox
Clerk to the AppalCART Board

AppalCART Providing Public Transportation Since 1981

P O Box 2357 ~ 305 NC Hwy 105 Bypass ~ Boone NC 28607 ~ Phone (828) 297-1300 ~ Fax (828) 297-4100
website: www.appalcart.com ~ email: info@appalcart.com

Transportation Agreement

This Agreement, effective this 1st day of July 2015, by and between AppalCART and

Agency Name: Dept. Of Social Services

Contact Person: Tom Hughes

Address: 132 Poplar Grove Connector, Suite C, Boone, NC 28607

Phone: 828-265-8100

Fax: 828-265-7638

Email: tom.hughes@watgov.org

Rate Per Mile: 1.45

Rate Per Hour: 0.00

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of July 2015 by and between AppalCART and

DEPT. OF SOCIAL SERVICES hereinafter referred to as Dept. Of Social Services NOW, THEREFORE,

in consideration of the mutual covenants set forth herein, the AppalCART and Dept. Of Social Services agree as follows:

Section 1 Purpose of Agreement

The purpose of this Agreement is to provide for the continued implementation of a consolidated, coordinated Public Transportation Project in Watauga County pursuant to the Watauga County Community Transportation Service Plan of December 2001, and to state the terms, conditions and mutual undertakings of the parties as to the manner in which AppalCART will provide transportation services for Dept. Of Social Services

Section 2 Adoption of Required Provisions

This Agreement incorporates the required provisions of the North Carolina Department of Transportation AppalCART Agreement under Project Number and subsequent agreements between the North Carolina Department of Transportation and AppalCART

Contractor shall comply with audit requirements as described in N.C.G.S. 146C-6-22 23 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

Section 3 Scope of Work

1. The normal hours of operation shall be between 6:00a.m. and 6:00p.m. Monday through Friday:

- [a] AppalCART will provide regular scheduled transportation services to Dept. Of Social Services as may be mutually agreed upon.
- [b] Dept. Of Social Services shall notify AppalCART at least one [1] business day in advance of any revisions in scheduling, or of any additions or deletions of passengers. Failure to provide this notification of changes or cancellations may result in being billed for the services scheduled, unless adverse weather is the cause
- [c] Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three [3] days notice is given
- [d] Scheduling and routing of the AppalCART vehicles will be coordinated with Appalachian State University and routing requirements of the general public
- [e] The routes and schedules may be modified from time to time by AppalCART in order to provide for a more effective and efficient provision of service to the citizens of Watauga County

2. Insurance, Vehicles & Drivers:

- [a] AppalCART will be responsible for meeting the requirements of the North Carolina Department of Transportation, FTA and the contracted agency with respect to liability insurance, vehicle inspections, and drivers including licensing, background checks & drug & alcohol testing. It is agreed that coverage limits will meet the amount required for common carrier-passenger vehicles by the North Carolina Utilities Commission.
- [b] Insurance Company: Ncacc L&P Rmp Insurance Policy Number: Lp-Ap-473-15 Changes will be reported to: Dept. Of Social Services
- [c] AppalCART Will require a MVR for all new applicants to cover at least the last three years prior to the date of the application. Driving records will be checked at least yearly thereafter. Drivers must have no more than two chargeable accidents or moving violations in the past three years and must not have a driver's license suspension or revocation within the past five years.

[d] AppalCART Contracts with Wolfe Data who will run a criminal background check through the North Carolina Law Enforcement ~~061015BOC Meeting~~ National Crime Information Center (NCIC) if not a resident of NC (for at least 5 consecutive years), prior to employment and quarterly thereafter.

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[c] Method of Invoicing. AppalCART will submit an itemized invoice to Dept. Of Social Services on a monthly basis, payment terms are thirty [30]days net.

[d] Cost Documentation. All costs charged to Dept. Of Social Services including any approved services performed by AppalCART shall be supported by properly executed payrolls, time records, invoices, cancelled checks, deposit slips or vouchers evidencing in detail the nature and property of the charges.

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[a] AppalCART shall retain all records pertaining to this contract for a period of three [3] years from the date of this agreement

[b] AppalCART shall permit North Carolina Department of Transportation/Public Transportation Division and: Dept. Of Social Services to inspect all work, materials, payrolls and other data and records with regard to the Project and to audit the books, records and accounts of the Authority that pertain to this contract.

9. Complaint Procedures:

[a] Passenger complaints should be reported to the AppalCART office where they will be documented and resolved.

10. Management Names:

[a] Names of Board Members & Managers are posted and updated on the AppalCART website, any changes will be reported to the: Dept. Of Social Services

11. Reporting, Invoicing, Etc.:

[a] AppalCART Will use the billing codes specified by Dept. Of Social Services on invoices, and will report no-shows daily and cancellations on a monthly basis. AppalCART agrees that all charges for Medicaid no-shows will be separately invoiced to the county.

12. Exclusions:

[a] If AppalCART becomes excluded from participation in this contract Dept. Of Social Services will be promptly notified.

Section 4 Termination of Agreement

In the event of noncompliance with any provision of the Agreement, either party may terminate the Agreement by giving the other party sixty (60) days advance written notice. IN WITNESS WHEREOF the parties here to have executed this Agreement the day and year first above written

By: _____

Jimmy Hodges
Watauga County Commissioners Chair

Attest: _____

Transportation Coordinator

By: _____

Greg Lovins
AppalCART Board Chair

Attest: _____

Joanna Wilcox
Clerk to the AppalCART Board

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AGENDA ITEM 9:**MISCELLANEOUS ADMINISTRATIVE MATTERS***D. Boards and Commissions***MANAGER'S COMMENTS:***Economic Development Commission*

Three vacancies will result as terms expire in June on the Economic Development Commission. Paul Combs has served 2 consecutive 3-year terms and is ineligible to be reappointed at this time. Lauren Waterworth would have done the same, but resigned as a member prior to her term expiring; her seat is currently vacant. Appointments for these two seats will be regular 3-year terms. Scott McKinney is relocating and has resigned as well. His term expires in June, 2016, therefore, an appointment to fill his unexpired term (which expires June 2016) will be needed.

The term for Paul Combs was filled at the June 2, 2015, Board meeting by Mr. Tim Hodges.

No other volunteers have been recommended at this time.

Town of Boone Planning Commission

The Boone Town Council has recommended Jon Tate for reappointment to the Town's Planning Commission as an ETJ representative. This is a first reading and, therefore, no action is required at this time.

Joint Community Advisory Committee

Ms. Laura Jane Ward, High Country Council of Government's Regional Long-term Care Ombudsman, has submitted Ms. Evelina Idol's name for reappointment to the Watauga County Joint Community Advisory Committee. Ms. Idol is willing to continue to serve if so appointed.

This is a first reading and, therefore, no action is required at this time.

May 26, 2015

Joe Miller, Chair
Watauga County Economic Development Commission
Boone, NC 28607

Via email

Dear Joe,

In order to secure meaningful employment, my family moved away from Watauga County in May 2015. Therefore, I must resign from the Commission. I enjoyed filling the unexpired term of a former member. My family had intended to stay in the area for decades. However, the job opportunity that brought us home to Boone was not long lasting. I encourage members of the Commission to continue pressing forward with economic development efforts. I will be cheering from afar.

Sincerely,

Scott N. McKinney, CPA, CGMA

Town of Boone



June 9, 2015

Watauga County Board of Commissioners
814 W. King Street
Boone, NC 28607

RE: ETJ Appointment to Town of Boone's Planning Commission

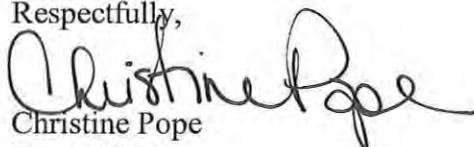
Dear Board of Commissioners:

At the May 21, 2015, regular meeting of the Boone Town Council, Jon Tate was selected for reappointment to the Town's Planning Commission for a four-year term as a representative of the ETJ. In accordance with the Town's Unified Development Ordinance, recommendations for ETJ representatives on the Town's Planning Commission must also be appointed by the Watauga County Board of Commissioners.

The Unified Development Ordinance directs the Town to submit two applications for the Commissioners' consideration, unless the Town has only received a single application or no applications after a period of time. Since we have not received any additional applications for consideration for ETJ positions on this board, we ask that you accept this letter as the Town's formal request that the County appoint Jon Tate to the Town's Planning Commission as an ETJ representative.

Should you have any questions, please feel free to contact me or Town Manager John Ward at 828-268-6200.

Respectfully,


Christine Pope
Town Clerk

APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION, TASK FORCE,
ADVISORY BODY OR COMMITTEE
TOWN OF BOONE

FULL NAME: Mr. Jon Tate

(Mr./Ms./Ms./Dr., etc.)

GENDER: Male

HOME ADDRESS: 408 Eagle Dr Boone, NC 28607

PREFERRED CONTACT ADDRESS (if different from home address):

EMAIL ADDRESS:

jon@lmsparking.com

TELEPHONE: day: 828-260-4760; evening Same

JURISDICTION OF RESIDENCE: _____ Town of Boone

Extra Territorial Jurisdiction (ETJ)

_____ Watauga County outside Town and ETJ

_____ Other (please identify):

HOW LONG HAVE YOU BEEN A RESIDENT OF THE ABOVE JURISDICTION: 2 yrs

DO YOU OWN REAL PROPERTY (land) IN THE TOWN OF BOONE: no

DO YOU OWN REAL PROPERTY IN THE ETJ: yes

NAME OF BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE

APPOINTMENT SOUGHT (list one only): Planning Commission

WHY DO YOU WISH TO OBTAIN THIS APPOINTMENT? I Would like to continue to serve

ARE YOU FAMILIAR WITH THE TOWN'S 2006 COMPREHENSIVE PLAN? (It can be accessed at <http://www.townofboone.net/departments/development/pdfs/Comp.pdf>): YES

RATE YOUR SUPPORT FOR THE 2006 COMPREHENSIVE PLAN (with "1" signifying no support and "10" signifying great support): 5

PLEASE EXPLAIN YOUR LEVEL OF SUPPORT FOR THE COMPREHENSIVE PLAN:

WHAT SKILLS, EDUCATION, TRAINING, EXPERIENCE OR AREA(S) OF EXPERTISE WOULD YOU BRING TO THIS APPOINTMENT? _____

HAVE YOU HAD ISSUES WITH THE TOWN OF BOONE WHICH RELATE TO THE WORK OF THE BODY TO WHICH YOU SEEK APPOINTMENT? IF YES, PLEASE EXPLAIN:

No

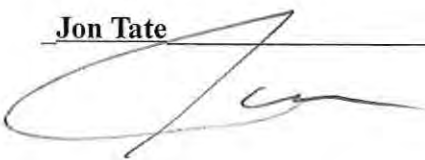
DO YOU HAVE ANY KNOWN OR POTENTIAL CONFLICTS OF INTEREST (INCLUDING MEMBERSHIP IN ANY ORGANIZATION, YOUR EMPLOYMENT, AND THE MEMBERSHIPS AND EMPLOYMENT OF ANY FAMILY MEMBER) THAT MIGHT ARISE IF YOU ARE APPOINTED? IF YES, PLEASE EXPLAIN: No

HAVE YOU EVER BEFORE SERVED ON ANY TOWN BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE. IF SO, PLEASE STATE THE NAME OF THE BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE, AND THE APPROXIMATE DATES OF SERVICE: Planning Commission 5/2013 -presant /Water use committee 6/2014-present

IF YOU HAVE PREVIOUSLY SERVED ON A TOWN BOARD, COMMISSION, TASK FORCE, ADVISORY BODY OR COMMITTEE, PLEASE EXPLAIN THE QUALITY OF YOUR EXPERIENCE: I enjoy getting involved with local issues. Enjoy looking for better ways for the local government to interact with the citizens.

I hereby certify that the foregoing answers are true, and that should I be appointed to the board, commission, task force, advisory body or committee, and should a conflict of interest exist or develop with regard to a specific matter, I will disclose the conflict of interest and recuse myself from the deliberations and action involved. Conflicts of interest include, but are not limited to: a direct or indirect financial interest by myself or a member of my family, and other interest which impairs my ability to participate fairly in the deliberations and actions in question.

Jon Tate



3/5/2015



AREA AGENCY
on AGING

May 26, 2015

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



Dear Ms. Fogle,

The term of appointment of Mrs. Evelina Idol to the Watauga County Joint Community Advisory Committee is due to expire on June 17, 2015. She has indicated her willingness to be re-appointed for an additional three year term. As a long standing member of the committee, she continues to provide exemplary leadership to the committee and compassionate advocacy and regard for the residents at Deerfield Ridge and Mountain Care.

Please submit Mrs. Idol's name to the Commissioners for their consideration and let me know their decision at your earliest convenience.

Kindly,

Laura Jane Ward
Regional Long-term Care Ombudsman

Enclosures

RENOMINATION FORM

LONG TERM CARE
COMMUNITY ADVISORY COMMITTEE

Nominee Background Information

Name Evelina Idol

Home Address 212 Whispering Pines Rd Phone(H) 828-264-2042
Boone, N.C. Zip Code 28607

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

Email Address N/A

Occupation Retired

Number of hours available per month for this position As many as needed

Education High School - many, many workshops and seminars and training sessions during my career

Business and civic experience and skills Retired as personnel officer in March, 1996, New River Behavioral Services - 29 years - SCP advisory council EK Community Heritage Organization, plus many other church functions

Areas of expertise and interest/skills Have served on this Committee, since it was formed some twenty years ago - Very interested and involved in serving the elderly - Chairperson for present Committee

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

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

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

Evelina Idol Date 5-20-15
Signature of Applicant

Nomination form submitted by [Signature] Name Regional Ombudsman

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AGENDA ITEM 9:

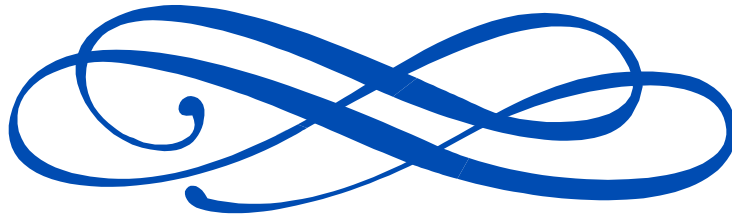
MISCELLANEOUS ADMINISTRATIVE MATTERS

E. Announcements

MANAGER'S COMMENTS:

You are invited to a Retirement Reception honoring Ms. Jane Ann Hodges, Board of Elections Director. The Reception will be held on Saturday, June 27, 2015, from 2:00 – 4:00 P.M. in the Boone United Methodist Church Fellowship Hall.

WATAUGA COUNTY BOARD OF
ELECTIONS AND
STAFF



INVITE YOU
TO
A
RETIREMENT
RECEPTION

JANE ANN HODGES

A CELEBRATION OF HER 30 PLUS YEARS
OF CONTRIBUTION TO
THE ELECTIONS PROCESS IN WATAUGA
COUNTY



Date: Saturday, June 27, 2015
Time: 2:00 p.m. Until 4:00 p.m.

Please RSVP to email:

donna.houck@watgov.org

larry.henson@watgov.org

LOCATION:

The Boone United Methodist Church
Fellow ship Hall
471 New Market Boulevard
Boone, North Carolina 28607

**** NO GIFTS PLEASE ****

JUST BRING MEMORIES OF JANE FOR HER BOOK

HOSTED BY:
LUKE EGGERS, BILL ACETO, KATHLEEN CAMPBELL
DONNA HOUCK, LARRY HENSON, SUE THOMAS, CAROLEEN WATSON
THE WATAUGA DEMOCRAT PARTY
THE WATAUGA REPUBLICAN PARTY
WATAUGA COUNTY

AGENDA ITEM 10:

PUBLIC COMMENT

AGENDA ITEM 11:

BREAK

AGENDA ITEM 12:

CLOSED SESSION

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