

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

**TUESDAY, JUNE 19, 2012
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 5, 2012, Regular Meeting June 5, 2012, Closed Session		1
	3	APPROVAL OF THE JUNE 19, 2012 AGENDA		15
5:35	4	ADOPTION OF THE FISCAL YEAR 2013 BUDGET ORDINANCE	MR. DERON GEOUQUE	17
5:40	5	SHERIFF'S OFFICE LIVE SCAN CONTRACT RENEWAL REQUESTS	CAPTAIN JEFF VIRGINIA	33
5:45	6	TOURISM DEVELOPMENT AUTHORITY'S (TDA) PROPOSED MEMORANDUM OF UNDERSTANDING REGARDING ENCROACHMENT ON PINE RUN ROAD	MR. ERIC WOOLRIDGE	47
5:50	7	APPALACHIAN REGIONAL LIBRARY (ARL) INTERLOCAL AGREEMENT REVISIONS	MS. MOLLY WESTMORELAND	63
5:55	8	PLANNING AND INSPECTION MATTERS	MR. JOE FURMAN	
		A. REQUEST FOR ACCEPTANCE OF CIVIL PENALTY SETTLEMENT		75
		B. PROPOSED AMENDMENT TO HIGH COUNTRY COUNCIL OF GOVERNMENT AGREEMENT FOR THE PROVISION OF GRANT MANAGEMENT ASSISTANCE FOR THE 2009 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SCATTERED SITE HOUSING REHABILITATION PROGRAM		77
		C. PROPOSED CONTRACT FOR BROOKSHIRE WETLANDS PROJECT		81
6:00	9	PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT		
		A. PROPOSED CHANGES TO FIRE DISTRICT BOUNDARIES	MR. JOE FURMAN	91
		B. PROPOSED RURAL OPERATING ASSISTANCE PROGRAM (ROAP) GRANT APPLICATION FOR TRANSPORTATION SERVICES	MR. MIKE NORWOOD	97
7:00	10	PARKS AND RECREATION PROPOSED APPALCART CONTRACT RENEWAL	MR. STEPHEN POULOS	113
7:05	11	PROJECT ON AGING MATTERS	MS. ANGIE BOITNOTTE	
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		B. FY 2013 Home and Community Care Block Grant (H&CCBG) Allocation Request		121

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7:10	12	SANITATION MATTERS	MR. J. V. POTTER	
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		B. Public Hearing Request to Allow Citizen Comment on Proposed Updates to the Solid Waste Management Plan		127
7:15	13	BUDGET AMENDMENTS	MS. MARGARET PIERCE	179
7:20	14	MISCELLANEOUS ADMINISTRATIVE MATTERS	MR. DERON GEOUQUE	
		A. Communications and Emergency Services Matters		
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		2. Proposed Management Control Agreement Regarding the Sheriff's Office and 911 Dispatch Center		185
		3. Proposed Interlocal Governmental Agreement Regarding Consolidation of 911 Dispatch Services for Watauga County and the Town of Blowing Rock		193
		4. Establishment of the Watauga County Communications and Emergency Services Advisory Committee		197
		B. Announcements		199
7:25	15	PUBLIC COMMENT		200
8:25	16	BREAK		200
8:30	17	CLOSED SESSION Attorney/Client Matters – G. S. 143-318.11(a)(3)		200
8:45	18	ADJOURN		

AGENDA ITEM 2:

APPROVAL OF MINUTES:

June 5, 2012, Regular Meeting

June 5, 2012, Closed Session

MINUTES

**WATAUGA COUNTY BOARD OF COMMISSIONERS
TUESDAY, JUNE 5, 2012**

The Watauga County Board of Commissioners held a regular meeting on Tuesday, June 5, 2012, at 8:00 A.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

PRESENT: Nathan A. Miller, Chairman
Vince Gable, Vice-Chairman
David Blust, Commissioner
Jim Deal, Commissioner
Tim Futrelle, Commissioner
Stacy C. Eggers, IV, County Attorney
Deron Geouque, County Manager
Anita J. Fogle, Clerk to the Board

Chairman Miller called the meeting to order at 8:04 A.M.

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

APPROVAL OF MINUTES

Chairman Miller called for additions and/or corrections to the May 1, 2012, closed session minutes and the May 15, 2012, regular meeting minutes.

Commissioner Futrelle, seconded by Vice-Chairman Gable, moved to approve the May 1, 2012, closed session minutes as presented.

VOTE: Aye-5
Nay-0

Commissioner Deal, seconded by Commissioner Futrelle, moved to approve the May 15, 2012, regular meeting minutes as presented.

VOTE: Aye-5
Nay-0

APPROVAL OF AGENDA

Chairman Miller called for additions and/or corrections to the June 5, 2012, agenda.

County Manager Geouque requested to add the following items for consideration:

11.A. Incident Management

11.A.1 Public Hearing Request

Commissioner Deal, seconded by Vice-Chairman Gable, moved to approve the June 5, 2012, agenda as amended.

VOTE: Aye-5
Nay-0

PUBLIC HEARING TO ALLOW CITIZEN COMMENT ON THE PROPOSED DEMOLITION OF THE OLD HIGH SCHOOL

A public hearing was scheduled to allow citizen comment on the proposed demolition of the old high school.

Vice-Chairman Gable, seconded by Commissioner Blust, moved to open the public hearing at 8:07 A.M. to allow citizen comment on the proposed demolition of the old high school.

VOTE: Aye-5
Nay-0

The following citizens shared their concerns regarding the proposed demolition of the old high school:

Edwin Gayle Henson – shared a presentation encouraging keeping the building.

Jess McNeil – recommended saving the outdoor facilities and requested allowing the Habitat for Humanity’s Restore to salvage usable items from the building prior to demolition.

Wayne B. Cato – stated that he had no comments.

Glen Henson – requested the building be kept.

Mark Heisy – stated that he agreed with the comments made by others.

Edward Wilkie – suggested income generating uses for the property.

Deborah Greene – shared concerns regarding the sale of the property.

Max Gregory – stated that he was not in favor of tearing the building down.

The following Commissioners shared their concerns regarding the proposed demolition as well:

Jim Deal – stated that the Board was dealing with the best use of the entire property and shared that the Economic Development Commission was developing a plan to submit to the Board for potential economic development-based uses of the property.

David Blust – stated that the citizens should not have to pay for the demolition of the old high school and the probability of using the building would be gone if it were torn down.

Vince Gable – stated that he agreed with the citizen’s concerns; however, without raising taxes there were not funds to renovate the building which is currently a liability as the property would sell better without the building and the County would be responsible if someone were hurt in or around the building.

Tim Futrelle – stated that the demolition project should move forward as the bid package included consideration for hazardous materials and the low bidder’s references had been contacted.

Nathan Miller – stated that he had toured the property the day before and although the building appeared structurally sound it would take extensive repairs to correct the damage done to the building by vandals and since there had not been any interest by those who had made offers on the property in keeping the building it should be removed as money should not be spent to repair a vacant building.

There being no further public comment Chairman Miller declared the public hearing closed at 9:08 A.M.

Mr. Robert Marsh, Maintenance Director, presented the following bids received for the demolition of the old Watauga High School:

Vendor	5% Bid Bond or Cashiers' Check	Contractor's License #	Calendar Days to Complete	Primary Bid Price	Alternate I Bid Price
NCM Charlotte, NC	Bid Bond	65179	180	\$829,800	\$115,000
D.H. Griffin Wrecking Co., Inc. Hickory, NC	Bid Bond	35452	120	\$379,990	\$54,000
NEO Corp. Canton, NC	Bid Bond	17865	180	\$328,000	\$33,750
MBH Enterprises, Inc., Rural Hall, NC	Bid Bond	71456	180	\$475,567	\$7,227
Taylor and Murphy Asheville, NC	Bid Bond	5174	180	\$460,475	\$42,000
E. Luke Greene Co. Strawberry Plains, TN	Bid Bond	21121	Asbestos 45 Demo 150	\$485,000	\$50,000
EHG, LLC Morrisville, NC	Bid Bond	55919	120	\$960,000	\$90,000
Tristar of America, Inc. Norcross, GA	Bid Bond	69663	150	\$619,000	\$48,000
Empire Dismantlement Corp. Grand Island, NY	Bid Bond	51779	180	\$843,000	\$30,000
Dore and Associates Contracting Bay City, MI	Bid Bond	17486	300	\$927,600	\$19,300
Clear Site Industrial, LLC Charlotte, NC	Bid Bond	68679	150	\$634,720	\$32,500
Belfor Charlotte, NC	None	63672	Not Listed	\$1,156,986	\$0

A total of 12 bids were received with NEO Corporation from Canton, NC, providing the lowest responsive and responsible bid in the total amount of \$361,750 for the demolition of the primary building area and acceptance of Alternate I which included the demolition of the ancillary buildings.

Mr. Marsh also recommended a \$100,000 contingency for unforeseen issues should the Board accept the bid. The issues could range from underground oil tanks and oil spills to lead and asbestos beyond the scope identified, etc.

County Attorney Eggers stated that the County was legally protected by the proposed contract which included the requirement to reduce to a level grade. Mr. Eggers also stated that NEO Corporation had submitted a responsible and responsive bid.

Vice-Chairman Gable, seconded by Commissioner Deal, moved to award the bid to NEO Corporation in the total amount of \$361,750 which included the base bid in the amount of \$328,000 and Alternate 1 in the amount of \$33,750 and to add an additional \$100,000 contingency to the project to cover unforeseen issues.

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-1(Blust)

APPALACHIAN DISTRICT HEALTH DEPARTMENT UPDATE

Ms. Beth Lovette, Director of Appalachian District Health Department, presented an update on health department matters which included information regarding the Department's budget request.

The report was for information only and, therefore, no action was required nor taken.

JUVENILE CRIME PREVENTION PROGRAM (JCPC) CERTIFICATION AND MEMBERSHIP FOR FY 2013

Ms. Margaret Pierce, the County Manager's designee member of the Juvenile Crime Prevention Council (JCPC), presented the JCPC recommended FY 2013 funding allocation, certification, and membership roster. The membership roster included the following appointees:

Specified Members (G.S. 147-33.61)	Name
1) School Superintendent or designee	Clarissa Schmal
2) Chief of Police	Kat Brackenridge
3) Local Sheriff or designee	Dee Dee Rominger
4) District Attorney or designee	John Middlebrook
5) Chief Court Counselor or designee	Lisa Garland
6) Director, AMH/DD/SA, or designee	Maggie Farrington
7) Director DSS or designee	Mandy Garland
8) County Manager or designee	Margaret Pierce
9) Substance Abuse Professional	Murray Hawkinson
10) Member of Faith Community	Pan McCaslin
11) County Commissioner	Tim Futrelle
12) Two Persons under age 18 (State Youth Council Representative, if available)	vacant
	Brian Greer

Specified Members (G.S. 147-33.61)	Name
13) Juvenile Defense Attorney	Eric Eller
14) Chief District Judge or designee	Vacant
15) Member of Business Community	Evelyn Asher
16) Local Health Director or designee	Trish Lanier
17) Rep. United Way/other non-profit	Karee Mackey
18) Representative/Parks and Rec.	Stephen Poulos
19) County Commissioner appointee	Melissa Johnson
20) County Commissioner appointee	Jennifer Grubb
21) County Commissioner appointee	Dennis Aldridge
22) County Commissioner appointee	Mechelle Miller
23) County Commissioner appointee	Hillary Biggerstaff
24) County Commissioner appointee	Michael Potter
25) County Commissioner appointee	Amber Matthews

Commissioner Futrelle, seconded by Commissioner Blust, moved to approve the Juvenile Crime Prevention Council Fiscal Year 2013 County funding allocation, certification, and membership roster as presented by Ms. Pierce.

VOTE: Aye-5
Nay-0

TOURISM DEVELOPMENT AUTHORITY'S (TDA) PROPOSED MEMORANDUM OF UNDERSTANDING REGARDING ENCROACHMENT ON PINE RUN ROAD

Mr. Eric Woolridge, Director of Tourism Planning with the Watauga County Tourism Development Authority (TDA), gave an update on the proposed Memorandum of Understanding with the Department of Transportation regarding the encroachment on Pine Run Road where a paddle access area is being constructed with grant funds received by the TDA. Mr. Woolridge stated that the TDA Board would review the request at their June 12, 2012, meeting and, if adopted by the TDA Board, a formal request would be presented at the June 19, 2012, Board of Commissioners meeting.

The report was given for information only; therefore, action was not required nor taken.

RURAL OPERATING ASSISTANCE PROGRAM (ROAP) HEARING REQUEST - APPALCART

Mr. Chris Turner requested a public hearing be scheduled on June 19, 2012, to allow citizen comment on the Rural Operating Assistance Program (ROAP) grant application for FY 2013. Mr. Turner also introduced Mr. Mike Norwood, AppalCART's Finance Officer, who will present the application at the public hearing.

Commissioner Deal, seconded by Commissioner Futrelle, moved to schedule a public hearing on June 19, 2012, at 6:00 P.M. to allow citizen comment on the Rural Operating Assistance Program Application for FY 2013.

VOTE: Aye-5
Nay-0

GRANT ACCEPTANCE FOR FORKLIFT PURCHASE

At the February 21, 2012, Board meeting, Ms. Lisa Doty, Recycling Manager, was authorized to submit a grant to the North Carolina Department of Environment and Natural Resources for the purchase of a new forklift for the Sanitation Department's recycling efforts. Ms. Doty requested the Board accept the grant award in the amount of \$14,200. The new forklift was to replace the 20-year-old forklift currently in use. The grant was to be effective with the proposed Fiscal Year 2013 budget, in which adequate funds have been appropriated for the purchase of the forklift. Bids for the purchase of the forklift were to be solicited and presented at a future meeting for Board approval. Ms. Doty stated that additional funds could be allocated from the solid waste enterprise fund to supplement the purchase along with additional revenue expected from electronic recycling efforts and funds received through the surplus and auction of the current forklift through GovDeals.com.

Vice-Chairman Gable, seconded by Commissioner Blust, moved to accept the grant, in the amount of \$14,200, from the North Carolina Department of Environment and Natural Resources for the purchase of a new forklift to be used for the Sanitation Department's recycling efforts.

VOTE: Aye-5
Nay-0

TAX MATTERS

A. Monthly Collections Report

Tax Administrator Kelvin Byrd presented the Tax Collections Report for the month of May 2012. This report was presented for information only and, therefore, no action was required.

B. Refunds and Releases

Mr. Byrd presented the following Refunds and Releases for May 2012 for Board approval:

TO BE TYPED IN MINUTE BOOK

Commissioner Deal, seconded by Commissioner Futrelle, moved to approve the Refunds and Releases Report for May 2012, as presented.

VOTE: Aye-5
Nay-0

FINANCE MATTERS

A. Budget Amendments

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

Account #	Description	Debit	Credit
283102-312111	Tax Revenue Todd Fire District		\$3,500
284340-469911	Payment to Todd Fire District	\$3,500	
283102-312106	Tax Revenue Zionville Fire District		\$4,500
284340-469906	Payment to Zionville Fire District	\$4,500	
283102-312105	Tax Revenue Stewart Simmons Fire District		\$2,500
284340-469905	Payment to Stewart Simmons Fire District	\$2,500	
283102-312104	Tax Revenue Beaver Dam Fire District		\$3,000
284340-469904	Payment to Beaver Dam Fire District	\$3,000	
283102-312101	Tax Revenue Foscoe Fire District		\$3,000
284340-469901	Payment to Foscoe Fire District	\$3,000	
243102-312101	Tax Revenue Foscoe Service District		\$1,400
244340-469901	Payment to Foscoe Service District	\$1,400	
243102-312108	Tax Revenue Shawneehaw Service District		\$200
244340-469908	Payment to Shawneehaw Service District	\$200	

The amendment recognized additional estimated fire tax district revenues and payments above budgeted amounts due to fire departments.

Account #	Description	Debit	Credit
293270-312009	Occupancy Tax Revenue		\$92,500
294140-449900	Administrative Fee	\$1,100	
294140-469900	Payment to Watauga County TDA	\$91,400	

The amendment recognized additional occupancy tax revenues estimates above budgeted amounts and payment due to Watauga County District U Tourism Development Authority (TDA) for net occupancy tax and to Watauga County for statutory administrative collection fees.

Account #	Description	Debit	Credit
103200-326600	ABC/5 cents a Bottle		\$800
105210-469852	ABC/5 cents a Bottle	\$800	

The amendment recognized additional estimated revenues and expenditures for Alcoholic Beverage Control funds.

Account #	Description	Debit	Credit
143585-323000	State and Federal Daycare Subsidies		\$6,157
145850-440900	Daycare Subsidies	\$6,157	
143585-323002	Smart Start Daycare Subsidies		\$55,426
145850-440901	Smart Start Daycare Subsidies	\$55,426	

The amendment recognized increases in DSS funding for daycare subsidies from state and federal sources. These allocations are for direct services provided for clients.

Account #	Description	Debit	Credit
103300-349910	NC ADM Capital Funds		\$102,750
105911-470007	Parkway School Roof	\$39,000	
105911-470008	Hardin Park School Roof	\$63,750	

The amendment recognized the award of NC ADM Capital funds applied for by the Watauga County Board of Education and approved by the Board of Commissioners on March 17, 2012. Local match was to be provided by the Watauga County Board of Education.

Vice-Chairman Gable, seconded by Commissioner Blust, moved to approve the budget amendments as presented.

VOTE: Aye-5
Nay-0

Commissioner Deal, seconded by Commissioner Futrelle, moved to excuse Commissioner Blust, who needed to leave the meeting for a prior commitment, at 9:55 A.M.

VOTE: Aye-5
Nay-0

B. Proposed Lease Amendment on High School Property

Ms. Pierce stated that, as a part of the refinancing of the new high school debt, an amendment was required to the current lease signed on April 1, 2008, between the County and Board of Education. The change was procedural in which the Watauga County Board of Education lien position was to be shifted to follow the financing documents. No other changes in terms or conditions were required to be made. Ms. Pierce stated that the Board of Education had approved the lease amendment.

Commissioner Deal, seconded by Commissioner Futrelle, moved to approve the lease modification as presented.

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-0
Absent-1(Blust as excused)

INCIDENT MANAGEMENT TEAM POSITION SPECIFIC TRAINING

Mr. Steve Sudderth, requested approval of “position specific training” for incident management. The request was made after the completion of the overall incident management training. Wiland Associates was the firm that conducted the training and was recommended to provide the “position specific training.”

If approved, funding for the training would be provided by Homeland Security Incident Management funds. The funding was available through two grants, in the amounts of \$8,490.20 and \$7,594.05, which were originally approved by the Board to be utilized by Caldwell Community College and Technical Institute for training. These funds were not utilized and

returned to the North Carolina Emergency Management Office. Mr. Sudderth requested and was approved to re-appropriate the funds for the incident management team position specific training. The grants were to expire at the end of June with the requirement that unspent funds be returned to FEMA.

Vice-Chairman Gable, seconded by Commissioner Deal, moved to waive the County policy requiring three (3) bids for purchases over \$15,000 and approve the use of the FEMA grant funds totaling \$16,084.25 for incident management team position specific training to be provided by Wiland Associates as presented by Mr. Sudderth.

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-0
Absent-1(Blust as excused)

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Meat Camp VFD Request for Support of Lease Purchase Agreement

County Manager Geouque stated that the Meat Camp Volunteer Fire Department had requested a letter of support from the County to assist in obtaining financing to purchase equipment for operations. The letter confirmed that Meat Camp Volunteer Fire Department received both County and fire tax funding. The letter of support, however, does not obligate the County.

Vice-Chairman Gable, seconded by Commissioner Futrelle, moved to approve the Chairman's signature on the letter as requested.

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-0
Absent-1(Blust as excused)

A1. Meat Camp and Deep Gap Fire Departments Request to Adjust Their Mutual Boundary

County Manager Geouque stated that Planning and Inspections Director, Mr. Joe Furman, was contacted recently by the Meat Camp and Deep Gap Volunteer Fire Departments with a request to adjust their mutual boundary. In order to make this change, the Board of Commissioners must hold a public hearing pursuant to NC General Statute 69-25.11. Since a public hearing on other fire district changes was scheduled for June 19, the County Manager recommended that the scope of the hearing be expanded to include the above requested changes as well.

Vice-Chairman Gable, seconded by Commissioner Deal, moved to expand the public hearing to allow citizen comment on proposed fire district boundary changes scheduled for June 19, 2012, at 6:00 P.M. to include proposed changes to the Meat Camp and Deep Gap Volunteer Fire Departments.

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-0
Absent-1(Blust as excused)

B. Fiscal Year 2013 Budget Discussion

County Manager Geouque stated that, at the Board's last budget work session, direction was given to staff to request additional information from the Health Department and Humane Society to assist the Board in the decision making process regarding funding for Fiscal Year 2013. The County Manager presented the below list of changes as requested by the Board and now included in the proposed budget:

Revenues		
Cable TV Franchise Fees	increase	\$10,000
Expenditures		
Board of Elections	increase travel and part time salaries	\$8,790
Board of Education	increase current capital outlay	\$18,826
Recreation, Special Populations	increase supplies and travel	\$850
Special Allocations	decrease Children's Playhouse	\$2,500
	decrease WeCAN	\$1,000
Emergency Services	decrease cell allowance	\$576
Tax Administration	decrease salaries	\$6,000
General Administration	decrease Professional Services-Architects	\$7,540
	decrease miscellaneous expenses	\$850

Chairman Deal stated that representatives from the Watauga Humane Society were available to present the information requested.

Chairman Miller stated that Watauga County Board of Education Chair, Deborah Miller, was also present to make a request. Ms. Miller stated that the Board of Education would like to schedule a meeting to discuss possible funding for raises for school personnel.

County Manager Geouque stated that the Board was making contingency plans for the Board of Education budget dependent upon what the State did with their budget.

Dr. Jan Watson, Chair, and Dr. Dru Henson, Treasurer, of the Watauga Humane Society, presented the Board with additional information regarding their budget and requested the Board increase the funding for FY 2013 from the proposed \$78,000 to \$125,000.

The County Manager presented an email request from the Watauga County Library as well.

As the proposed budget was scheduled for consideration of adoption at the June 19, 2012, Board meeting, the County Manager stated that the Board could accept the proposed budget without recommending additional changes; request changes to be presented for adoption at the June 19 meeting; or schedule an additional work session prior to the June 19th meeting. In the event that changes were made by the Board at the June 19 meeting, a recess could be called to allow for the preparation of a revised Budget Ordinance or a special meeting could be called for the adoption of the budget.

No action was taken.

C. July Meeting Schedule Discussion

County Manager Geouque stated that, historically, the Board cancelled the first regular meeting in July due to the recent adoption of the annual budget and the beginning of a new fiscal year. In addition, this year, the second primary was scheduled for July 17, 2012, the date of the second regular meeting in July. The Commissioners' Board Room was used as an official polling place on election days.

Vice-Chairman Gable, seconded by Commissioner Deal, moved to cancel the July 3, 2012, regular meeting and reschedule the July 17, 2012, regular meeting to July 24, 2012, at 5:30 PM.

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-0
Absent-1(Blust as excused)

D. Boards and Commissions

County Manager Geouque stated that the Region D Development Corporation was a Certified Development Company that assisted the US Small Business Administration in delivering small business loans to the region. They also assisted in marketing and packaging loans for small businesses throughout the region. Per their bylaws, each county was required to appoint four persons each year to serve as members of the Development Corporation. Representative categories were local government (1), private lending institution (1), and community organization or a business organization (2). Watauga County's current appointees are Mr. Fowler Cooper (Local Government); Mr. Brian Crutchfield (Community Organization); Mr. Jim Furman (Business Organization); and Mr. Brian Riggins (Private Lending Institution).

The above nominations were tabled to ensure appropriate representation of the categories.

County Manager Geouque stated Chairman Miller's term on the Social Services Board was set to expire on June 30, 2012. The County Manager mentioned that a request had been made for appointment of the Social Services Board seat held by Ms. Mary Moretz as well; however, it was the responsibility of the Social Services Board rather than the Board of Commissioners to make that appointment.

Chairman Miller reappointed himself to continue to serve as a member of Social Services Board.

E. Announcements

A public hearing will be held Tuesday, June 19, 2012, at 6:00 P.M. to allow citizen comment on proposed fire district boundary changes involving Stewart Simmons, Deep Gap, and Boone districts.

PUBLIC COMMENT

Chairman Miller reviewed the following policy for public comment speakers:

- The Board does hereby establish a time period of sixty (60) minutes, for an open forum, at the end of its second regular meeting in each month to hear citizen comments.

- Length of comment for each speaker may be limited to 2-5 minutes as decided per meeting.
- Comments are to be directed to the Board as a whole. The forum is intended to provide the Board of Commissioners an opportunity to hear citizens. It is not intended to subject the Board to answering impromptu questions. Citizens will be expected to be civil in their language and presentation and not to engage in slander or name-calling.
- During the 60 minute open forum, speakers should not discuss any of the following:
 - a. Matters which concern the candidacy of any person seeking public office, including of the person addressing the Board;
 - b. Matters in current or anticipated litigation.

The following citizens shared their comments:

Mr. Edwin Gayle Henson continued comments from the earlier public hearing regarding the old high school demolition

Mr. Max Gregory commented that he disagreed with procedures concerning the old high school property.

Ms. Deborah Greene continued comments from the earlier public hearing regarding the old high school demolition.

CLOSED SESSION

At 9:29 A.M., Vice-Chairman Gable, seconded by Commissioner Futrelle, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3).

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-0
Absent-1(Blust as excused)

Commissioner Futrelle, seconded by Chairman Miller, moved to resume the open meeting at 10:15 A.M.

VOTE: Aye-4(Miller, Gable, Deal, Futrelle)
Nay-0
Absent-1(Blust as excused)

ADJOURN

Commissioner Deal, seconded by Chairman Miller, moved to adjourn the meeting at 10:17 A.M.

Nathan A. Miller, Chairman

ATTEST:

Anita J. Fogle, Clerk to the Board

Blank Page

AGENDA ITEM 3:

APPROVAL OF THE JUNE 19, 2012 AGENDA

Blank Page

AGENDA ITEM 4:**ADOPTION OF THE FISCAL YEAR 2013 BUDGET ORDINANCE****MANAGER'S COMMENTS:**

The Fiscal Year 2013 Budget Ordinance is presented for adoption. Below is a list of changes that were requested by the Board and which have been incorporated into the proposed budget:

Revenues		
Cable TV Franchise Fees	increase	\$10,000
Expenditures		
Board of Elections	increase travel and part time salaries	\$8,790
Board of Education	increase current capital outlay	\$18,826
Recreation, Special Populations	increase supplies and travel	\$850
Special Allocations	decrease Children's Playhouse	\$2,500
	decrease WeCAN	\$1,000
Emergency Services	decrease cell allowance	\$576
Tax Administration	decrease salaries	\$6,000
General Administration	decrease Professional Services-Architects	\$7,540
	decrease miscellaneous expenses	\$850

Also, included is an email from the Watauga County Library updating the status of their budget request. The Board may approve the proposed budget as presented, request changes, or schedule an additional work session. In the event that major changes are made or the Board wishes to schedule an additional work session, staff would recommend the Board recess the current meeting and provide a date to resume the meeting to adopt the budget prior to the end of June as required by North Carolina General Statutes.

Board action is required.

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FY 2012/13**

BE IT ORDAINED by the Board of Commissioners of Watauga County, North Carolina, meeting in regular session this 19th day of June, 2012, that the following fund revenues and departmental expenditures, together with certain restrictions and authorizations, are adopted:

<u>SEC. I</u>	<u>GENERAL FUND</u>	<u>AMOUNT</u>
<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	
<u>Taxes, Ad Valorem</u>	Taxes, FY 2012/13	\$26,703,076
	Taxes, Prior Years	\$500,000
	Tax Advertising & Interest	\$130,000
 <u>Taxes, Other</u>	1% Local Option Sales	\$4,959,375
	1983-1/2% Local Option Sales	\$2,095,500
	1986-1/2% Local Option Sales	\$2,511,215
	Real Prop. Transfer Tax (Excise Stamps)	\$300,000
	ABC 5 cents per Bottle	\$18,500
	Privilege License Tax-Cable TV	\$335,000
	Gross Receipts Tax-Vehicles	\$30,000
	Gross Receipts-Heavy Equip.	\$6,500
 <u>Intergovernmental Revenues</u>	Payments in Lieu of Taxes	\$20,000
	Court Facilities Fees	\$135,000
 <u>Permits and Fees</u>	Gun Permits	\$5,000
	Serving Civil Summons	\$50,000
	Jail & Officer's Fees	\$20,000
	Drug Fees Awarded By Court	\$2,000
	Gun Storage Fee-Domestic Violence	\$2,500
	Inspection Fees	\$180,000
	Register of Deeds Fees	\$280,000
	Register of Deeds Fees-Supplemental 10% Fee	\$34,000
	Fire Inspection Fees	\$3,000
	Occupany Tax Collections Fee	\$18,000
	Concealed Weapons permits	\$20,000
	Concealed Weapons-Fingerprints	\$5,000
 <u>Investment Earnings</u>	Interest Earned on Investments	\$75,000
 <u>Restricted Intergovernmental</u>	Emergency Management Grant	\$30,000
	Veterans Service Grant	\$1,400
	Soil & Water Conservation Grant	\$3,600
	Soil Technician Cost Share Program	\$24,000
	Juvenile Crime Prevention Council Grant	\$111,170
	Project on Aging	
	-In Home Services (Social Services)	\$15,340
	-HCCBG	\$261,640
	-Medicaid Reimbursement & Fees	\$100,000
	-Donations	\$18,000
	-USDA	\$25,000
	National Forest Service-Schools	\$575

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FY 2012/13**

Functional Revenues

Recreation Program Revenues	
Facility Rentals	\$7,200
Aquatics	\$71,000
Athletics	\$130,000
Special Populations	\$40,000
Special Programs	\$28,000
Senior Games	\$6,000
Donations	\$1,000
Sales & Services	
TDA Financial Services	\$12,000
Blowing Rock Communications Fee	\$165,015
Sales of Tax Maps	\$750
Town Tax Accounts	\$101,700
NC DMV Fees	\$75,000
Passport Fees/Photos	\$13,000
Reimbursement for Prisoners	\$6,000
Tag Office Notary Fees	\$28,000
Data Processing	\$200
Sale of Fixed Assets	\$35,000
Election Revenues	\$500
Medical Fees-Inmates	\$4,000
Miscellaneous Revenues	
Other Miscellaneous Revenues	\$54,883
Rents	\$150,000
Inmate Phone Rev.	\$19,000
Sales Tax Hold Harmless -Medicaid Relief	\$675,000
911 Implementation/Addressing Fee	\$57,770
Medical Director	\$12,000
Transfer from Other Funds	
Transfer From Capital Reserve Fund	\$0
Appropriations of Fund Balance	
New Appropriations	\$650,000
Register of Deeds Enhancement Fund	\$28,463
TOTAL REVENUES-	
GENERAL FUND	<u>\$41,400,872</u>

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FY 2012/13**

B. Expenditures Authorized

<u>General Government</u>	Governing Body	\$62,897
	Administration	\$320,276
	Finance	\$356,487
	Tax Administration	\$1,154,249
	Tax Revaluation	\$226,817
	License Plate Agency	\$157,307
	Legal Services	\$65,500
	Court Facilities	\$1,500
	Elections	\$321,692
	Register of Deeds	\$473,060
	General Administration	\$1,026,906
	Information Technology	\$762,858
	Total	\$4,929,549

<u>General Services</u>	Maintenance	\$994,513
	Public Buildings	
	-Courthouse	\$122,225
	-East Annex - Rock Building	\$30,671
	-Administration	\$25,225
	-EMS	\$1,000
	-Hannah	\$6,745
	-NRSA Houses	\$2,500
	- Health Department	\$54,156
	-Appalcart	\$2,100
	-Library	\$52,460
	-Old CCC&TI	\$1,735
	-Western Watauga Community Center	\$61,119
	-Parking Lots	\$1,700
	-West Annex	\$69,410
	-Human Services Center	\$86,251
	-Appalachian Enterprise Center	\$14,325
	-Law Enforcement Center	\$206,730
	-Old High School	\$650,000
	-Recreation Administration Offices	\$2,000
	-Aquatics Center	\$144,305
	-Optimist/Maintenance Facility	\$35,576
	-Fields/Parks	\$58,090
	-Old Cove Creek School/Gym	\$16,635
	-Brookshire Road Park	\$18,850
	-Anne Marie Drive Fields	\$23,925
	-Brookshire Soccer Complex	\$14,225
	Total	\$2,696,471

<u>Public Safety</u>	Sheriff	\$3,231,768
	Jail	\$1,973,736
	Emergency Services	\$728,528
	Emergency Management/Fire Protection	\$662,024
	Planning & Inspections	\$571,528
	Medical Examiner	\$25,000
	Ambulance	\$985,520
	Animal Care & Control	\$123,826
	Forestry	\$53,635
	Total	\$8,355,565

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FY 2012/13**

<u>Economic & Physical Development</u>	Appalcart	\$67,495
	Economic Development Commission	\$48,500
	Cooperative Extension Service	\$246,191
	Soil Conservation	\$123,655
	Special Appropriations	\$405,131
	Total	\$890,972
<u>Human Services</u>	Public Health	\$541,127
	Mental Health	\$221,194
	Project on Aging	\$1,210,060
	Veteran's Service	\$109,032
	Total	\$2,081,413
<u>Education</u>	Watauga County Board of Education - Current Expense	\$12,180,620
	Caldwell Community College & Technical Institute - Watauga Division - Current Expense	\$810,980
	Total	\$12,991,600
<u>Cultural and Recreational</u>	Library	\$495,000
	Recreation	\$885,532
	Total	\$1,380,532
<u>Transfers to Other Funds</u>	Transfer to Public Assistance Fund	\$1,484,731
	Transfer to Capital Projects Fund	\$0
	Transfer to Debt Service Fund	\$6,590,039
	Total	\$8,074,770
	Total Expenditures- General Fund	<u>\$41,400,872</u>

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FY 2012/13**

SEC. II**PUBLIC ASSISTANCE FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Federal & State Grants	\$3,458,855
	Misc. Revenue	\$24,680
	Transfers from General Fund	\$1,484,731
	Interest Earned on Investments	\$63,485
	Total Revenues- Public Assistance Fund	<u>\$5,031,751</u>
<i>B. Expenditures Authorized:</i>	Administration	\$2,854,553
	Child Support Enforcement Programs	\$188,004 \$1,989,194
	Total Expenditures- Public Assistance Fund	<u>\$5,031,751</u>

SEC. III**CAPITAL RESERVE FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Appropriation of Fund Bal-School Debt Service	\$1,500,000
	Total Revenues- Capital Reserve Fund	<u>\$1,500,000</u>
<i>B. Expenditures Authorized:</i>	Transfer to Debt Service Fund	\$1,500,000
	Total Expenditures- Capital Reserve Fund	<u>\$1,500,000</u>

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FY 2012/13**

SEC. IV**FEDERAL SUBSTANCE ABUSE TAX FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Equitable Sharing Funds	\$14,000
	Total Revenues- Federal Substance Abuse Tax Fund	<u>\$14,000</u>
<i>B. Expenditures Authorized:</i>	Capital Outlay	\$14,000
	Total Expenditures- Federal Substance Abuse Tax Fund	<u>\$14,000</u>

SEC. V**STATE SUBSTANCE ABUSE TAX FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Interest Earned on Investments	\$200
	Controlled Substance Tax	\$20,000
	Total Revenues- State Substance Abuse Tax Fund	<u>\$20,200</u>
<i>B. Expenditures Authorized:</i>	Operations	\$20,200
	Total Expenditures- State Substance Abuse Tax Fund	<u>\$20,200</u>

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FY 2012/13**

SEC. VI**EMERGENCY TELEPHONE SURCHARGE FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Emergency Telephone Surcharge	\$251,533
	Fund Balance Appropriated	\$51,152
	Total Revenues- Emergency Telephone Surcharge Fund	<u>\$302,685</u>
<i>B. Expenditures Authorized:</i>		
	Implemental Functions	\$142,585
	Software	\$23,000
	Employee Training	\$5,100
	Furniture & Phone	\$113,000
	Hardware	\$19,000
	Total Expenditures- Emergency Telephone Surcharge Fund	<u>\$302,685</u>

SEC. VII**RURAL FIRE SERVICE DISTRICT FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Interest on Delinquent Taxes	\$3,785
	Prior Years-Boone Rural	\$25,000
	Prior Years-Foscoe Rural	\$1,250
	Prior Years-Shawneehaw Rural	\$90
	Prior Years-Beech Mtn Rural	\$30
	Taxes-Ad Valorem - 2012/13 Boone Rural	\$717,338
	Taxes-Ad Valorem - 2012/13 Foscoe Rural	\$66,422
	Taxes-Ad Valorem - 2012/13 Shawneehaw Rural	\$49,679
	Taxes-Ad Valorem - 2012/13 Cove Creek Rural	\$302
	Taxes-Ad Valorem - 2012/13 Beech Mtn. Rural	\$1,718
	Total Revenues- Rural Fire Serv. Dist. Fund	<u>\$865,614</u>
<i>B. Expenditures Authorized:</i>		
	Payable to Boone Rural Fire Service District	\$745,838
	Payable to Foscoe Rural Fire Service District	\$67,922
	Payable to Shawneehaw Rural Fire Service District	\$49,799
	Payable to Cove Creek Rural Fire Service District	\$302
	Payable to Beech Mtn. Rural Fire Service District	\$1,753
	Total Expenditures- Rural Fire Serv. Dist. Fund	<u>\$865,614</u>

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FY 2012/13**

SEC. VIII

FIRE TAX DISTRICTS FUND

A. Revenues Anticipated:

<u>SOURCE</u>	<u>AMOUNT</u>
Interest on Delinquent Taxes	\$9,860
Prior Year Taxes - Foscoe	\$7,500
Ad Valorem Taxes 2012/13 Foscoe	\$444,235
Prior Year Taxes - Beaver Dam	\$2,000
Ad Valorem Taxes - 2012/13 Beaver Dam	\$104,258
Prior Year Taxes-Stewart Simmons	\$7,000
Ad Valorem Taxes-F/Y 2012/13 Stewart Simmons	\$141,187
Prior Year Taxes - Zionville	\$2,200
Ad Valorem Taxes - 2012/13 Zionville	\$102,071
Prior Year Taxex-Cove Creek	\$7,200
Ad Valorem Taxes - 2012/13 Cove Creek	\$212,871
Prior Year Taxes - Shawneehaw	\$3,000
Ad Valorem Taxes - 2012/13 Shawneehaw	\$88,287
Prior Year Taxes-Meat Camp	\$3,200
Ad Valorem Taxes-F/Y 2012/13 Meat Camp	\$196,452
Prior Year Taxes - Deep Gap	\$4,800
Ad Valorem Taxes - 2012/13 Deep Gap	\$168,453
Prior Year Taxes - Todd	\$800
Ad Valorem Taxes - 2012/13 Todd	\$61,017
Prior Year Taxes - Blowing Rock	\$7,500
Ad Valorem Taxes - 2012/13 Blowing Rock	\$454,021
Prior Year Taxes-Meat Camp/Creston	\$250
Ad Valorem Taxes-F/Y 2012/13 Meat Camp/Creston	\$2,498

**Total Revenues-
Fire Districts Fund \$2,030,661**

B. Expenditures Authorized:

Payable to Foscoe Fire District	\$453,435
Payable to Beaver Dam Fire District	\$106,988
Payable to Stewart Simmons Fire District	\$149,287
Payable to Zionville Fire District	\$105,121
Payable to Cove Creek	\$221,371
Payable to Shawneehaw Fire District	\$91,797
Payable to Meat Camp Fire District	\$200,452
Payable to Deep Gap Fire District	\$174,253
Payable to Todd Fire District	\$62,072
Payable to Blowing Rock Fire District	\$463,061
Payable to Creston Fire District	\$2,823

**Total Expenditures-
Fire Districts Fund \$2,030,661**

SEC. IX

Watauga District U TDA

A. Revenues Anticipated:

<u>SOURCE</u>	<u>AMOUNT</u>
Occupancy Tax	\$800,000

**Total Revenues-
Watauga District U TDA \$800,000**

B. Expenditures Authorized:

Admn. Exp.-Occ. Tax Collections	\$18,000
Pay to Watauga Dist. U TDA	\$782,000

**Total Expenditures-
Watauga District U TDA \$800,000**

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FY 2012/13**

SEC. X**DEBT SERVICE**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Transfer from General Fund	\$5,289,992
	Transfer from General Fund - Sales Tax -Schools	\$1,300,047
	Transfer from Cap. Reserve Fund	\$1,500,000
	Transfer from Solidwaste Fund	\$57,653
	Total Revenues- Debt Service Fund	<u>\$8,147,692</u>
<i>B. Expenditures Authorized:</i>	Debt Service-Education	\$7,392,045
	Debt Service-Other	\$755,647
	Total Expenditures- Debt Service Fund	<u>\$8,147,692</u>

SEC. XI**SOLID WASTE ENTERPRISE FUND**

<i>A. Revenues Anticipated:</i>	<u>SOURCE</u>	<u>AMOUNT</u>
	Landfill/Greenbox User Fee Interest & Advertising	\$16,000
	Landfill Tipping Fees	\$1,300,000
	Landfill User Fees	\$1,783,000
	Green Box User Fees	\$492,000
	Tire Disposal Tax	\$45,000
	Solid Waste Disposal Tax	\$20,000
	Residential Tire Disposal	\$3,500
	White Goods	\$14,000
	Solid Waste Reduction Grant	\$14,200
	Dumpster Pickup	\$16,843
	Interest Earnings	\$5,000
	Rents	\$1,200
	Sale of Recycled Scrap	\$350,000
	Sale of Fixed Assets	\$30,000
	Total Revenues- Solid Waste Enterprise Fund	<u>\$4,090,743</u>
<i>B. Expenditures Authorized:</i>	Sanitation Department	\$3,812,794
	Recycling	\$150,687
	Debt Service	\$69,609
	Transfer to Debt Service Fund	\$57,653
	Total Expenditures- Solid Waste Enterprise Fund	<u>\$4,090,743</u>

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FY 2012/13**

SEC. XXVIII**SOLID WASTE FEES ESTABLISHED**

Commercial & Other Non-Residential Tipping Fees - \$49 per ton (includes scrap metal & demolitions)
Waste amounts less than one ton will be charged a prorated fee of \$49 per ton
Residential Landfill Fee (per residence County-wide) - \$62 per year
Green Box Fee (per residence, non-municipal only) - \$25 per year
Brush/Stump tipping fee - \$42.00 ton
Small animal carcass disposal fee - \$5.00
Large animal carcass disposal fee - \$25.00
Tire trailer rental - \$75.00 per trailer drop

SEC. XXIX**PLANNING, INSPECTIONS FEES ESTABLISHED**

Building Permit	\$.30/ square foot heated space
	\$.15/ square foot unheated space
Mobile Home	\$75.00 single wide/\$100 double wide
Modular Home	\$300.00 + \$.15/square foot for basement
Sign Permit	\$50/on premise/\$100.00 for billboard
Electrical/Alteration	\$75.00
Trip Fee	\$75.00
Misc. Inspection	\$50.00
Penalty for building without a permit	Double building permit fees. May be subject to additional trip fees if necessary
Grading permit	\$150.00 per acre or part thereof
Floodplain Devel.	\$150.00
Zoning/Watershed/HILUO	\$40.00/permit/\$100.00 site plan
	\$300.00 appeals, conditional use permits, variances \$400.00 amendments
Subdivision Plat Fees/ Manf. Home Park Fees	\$30.00 per lot or bldg. for all subdivision plats of two lots or more
Road Name Change	\$500.00
Wireless Comm. Tower Site	\$750.00
Sexually Oriented Business	\$1,000.00
Admn. Fees for Refunds	\$30.00+ \$75.00 per inspection done

SEC. XXX**FIRE CODE FEES AND PENALTIES ESTABLISHED**

Special User Permits for Specific Times:	
Fireworks-Public Display	\$25
Tents & Air Structures (30 day maximum)	\$25
Temporary kiosks or Merchandising Displays	\$25
Insecticide fogging or fumigation	\$25
Explosive Materials:	
Blasting Permits:	
Annually (1 Year)	\$100
48 Hours	\$40
Special Assembly:	
Gun show, craft show, etc	\$25
Bowling Pin & Alley:	
Resurfacing & Refinishing	\$25
Any other Special Function: Requiring Fire Prevention	
Bureau inspection & Approval	\$25
Special Test, Inspections and Services:	
Fire Report Copies	\$2
Existing Systems Tests:	
Sprinkler Certification Test	\$25
Fire Alarm Testing	\$25
Standpipe Cert. Test	\$25
Grease Removal Test	\$25
Fixed Fire Suppression Test	\$25
Day Care Inspection	\$25
Residential Custodial Care & Nursing Homes	\$25

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FY 2012/13**

FIRE CODE FEES & PENALTIES ESTABLISHED - Continued

Certification of Occupancy Inspections	\$25
Underground Storage Tanks:	
Removal (per tank)	\$30
New Installations (per tank)	\$50
Hydrant Installations:	
private contractors only	\$30
New Sprinkler Systems:	
Per square foot	\$0.05
Sprinkler Renovations	\$50
Standpipes	\$30
New Alarm Systems	\$35
Alarm System Renovations	\$50
Fixed Fire Suppression Systems	\$35
Renovations to the systems	\$25
Fire Marshall Fire Reports	\$5

SEC. XXXI

**SPECIAL AUTHORIZATION - COUNTY MANAGER AS
BUDGET OFFICER**

- A. The County Manager shall serve as Budget Officer and shall be authorized to reallocate departmental appropriations among the various objects of expenditure as he believes necessary.
- B. The County Manager shall be authorized to effect interdepartmental transfers, in the same fund, not to exceed 10% of the appropriated monies for the department whose allocation is reduced. Notation of all such transfers shall be made to the Board at the next regularly scheduled Board meeting.
- C. He may make interfund loans for a period of not more than 60 days.
- D. Interfund transfers established in the budget document, may be accomplished without recourse to the Board.
- E. The County Manager (Budget Officer) shall be compensated \$4,038.46 salary on a bi-weekly basis for FY 2012/13.

SEC. XXXII

RESTRICTIONS - COUNTY MANAGER (BUDGET OFFICER)

- A. The interfund transfers of monies, except as noted in XXXII (paragraphs C and D), shall be accomplished by Board authorization only.
- B. Salary increases shall be granted in accordance with the official pay plan of Watauga County, duly adopted by the Board of Commissioners.
- C. Utilization of appropriations established in the following funds may be accomplished only with the express approval of the Board.
 - 1. Debt Service Fund
- D. The County Manager shall be authorized to reallocate contingency funds from the General Administration budget. Such transfers or expenditures shall be reported to the Board at its next regular meeting, and recorded in the minutes per NC General Statute 150-13(b)(3).

**STATE OF NORTH CAROLINA
COUNTY OF WATAUGA
BUDGET ORDINANCE
FY 2012/13**

SEC. XXXIII

UTILIZATION OF BUDGET AND BUDGET ORDINANCE

This Ordinance and the Budget Document shall be the basis of the financial plan for the Watauga County Government during the 2012/13 fiscal year. The Budget Officer shall administer the budget, and he shall insure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The accounting section shall establish records which are in consonance with the budget and this ordinance and the appropriate statutes of the State of North Carolina.

State derived reimbursement revenues are budgeted based on current State of North Carolina law. If these reimbursements are eliminated or further reduced, these alterations will be reflected by budget amendments at a later date.

Nathan A. Miller, Chairman

ATTEST:

Anita Fogle, Clerk to the Board

(SEAL)

Anita.Fogle

From: Deron.Geouque
Sent: Tuesday, June 05, 2012 3:28 PM
To: Anita.Fogle
Subject: FW: Library's Medical Insurance

6-19-2012 Budget section.

Deron Geouque
Watauga County Manager
814 West King Street
Boone, NC 28607
(P) 828-265-8000
(F) 828-264-3230
Email Deron.Geouque@watgov.org

From: Molly Westmoreland [<mailto:MWestmoreland@arlibrary.org>]
Sent: Tuesday, June 05, 2012 2:45 PM
To: Deron.Geouque
Cc: Monica Caruso
Subject: Library's Medical Insurance

Hi, Deron.

Recent changes in staffing have apparently lowered our risk and we are now looking at a better medical insurance plan at a lower cost. The Regional Board has approved the plan which will only increase our premiums by 1.6%, though of course some of the expense has been passed along to the staff in the form of deductibles. Still, we are able to pay their full premium. What a relief!

Any increase in the Watauga County Library's budget, should that become possible, would now go toward providing a small increase in staff salaries, without having to use any of it for insurance costs.

Thanks so much for your help and support during this difficult process!

Molly Westmoreland

Director of Libraries
Appalachian Regional Library
148 Library Drive
West Jefferson, NC 28694
336-846-2041 ext. 228
mwestmoreland@arlibrary.org

AGENDA ITEM 5:**SHERIFF'S OFFICE LIVESCAN CONTRACT RENEWAL REQUESTS****MANAGER'S COMMENTS:**

Captain Virginia will request the Board approve maintenance agreements for two (2) livescan machines for the Sheriff's Office. The units are used for processing criminal requirements and non-criminal fingerprints. The total amount of the contracts is \$9,405 and will be effective July 1, 2012 through June 30, 2013. Funds have been budgeted in the proposed FY 2013 Budget and the agreements are required to be returned by June 30, 2012 to avoid a 10% recertification and reimplementation fee.

Board action is requested to approve the agreements as present in the amount of \$9,405.

From: Jeff Virginia
Sent: Tuesday, June 12, 2012 3:17 PM
To: Anita.Fogle
Subject: FW: Upcoming Service contracts
Attachments: Livescan 0.pdf; Livescan 1.pdf

Anita,

These maintenance agreements are for the 2 livescan machines that we have at the Law Enforcement Center. One is located in the Detention Center that is used to process criminal requirements and the other is located in the administrative offices and is used for processing non criminal fingerprints (CCW and other civil requests required by law).

Thanks,
Jeff

PLEASE NOTE EMAIL ADDRESS CHANGE

Captain Jeff Virginia
Watauga County Sheriff's Office
184 Hodges Gap Road
Boone, North Carolina 28607
Communications (828)264-3761
Office (828)265-7612
Cell (828)265-6900
Fax (828)265-7617
Email Jeff.Virginia@watgov.org

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1250 N. Tustin Ave.
Anaheim, CA 92807
Tel: (714) 238-2000
Fax:(714) 237-0050

March 13, 2012

Captain Jeff Virginia
Watauga County Sheriff's Office
184 Hodges Gap Road
Boone, NC 28607

**RE: Extension to Maintenance and Support Agreement # 003570-000
LiveScan Station**

Dear Captain Virginia:

By means of this letter, MorphoTrak, Inc. ("MorphoTrak" or "Seller") hereby extends Watauga County Sheriff's Office maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period 7/1/12 through 6/30/13. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **return one copy to my attention at MorphoTrak, Inc. at 1250 North Tustin Avenue, Anaheim, California 92807 or fax it to my attention at 714-237-0050 on or before 6/30/12.** Failure to return this fully executed letter on or before 6/30/12 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at 714-238-2071 or e-mail rosario.hernandez@morpho.com.

Sincerely,

Rosario Hernandez
Contracts Administration Specialist
MorphoTrak, Inc.

Accepted by:

MORPHOTRAK, INC.

WATAUGA COUNTY SHERIFF'S OFFICE

Signed by: _____

Signed by: _____

Printed Name: Walt Scott

Printed Name: _____

Title: Senior Director

Title: _____

Date: _____

Date: _____

Exhibit A

DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. 003570-000CUSTOMER: Watauga County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node Name	Qty
LSS-R	LiveScan Ruggedized Station	NCNL30	1
Printer	Lexmark Printer	NCNX30	1

MAINTENANCE AND SUPPORT AGREEMENT NO. 003570-000

Exhibit B SUPPORT PLAN

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone response within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems.	Telephone response within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone response within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone response within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the

Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases.

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. (*Applies to Software and interfaces to those Products*) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

**Exhibit C
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

061912 BCC Meeting

Maintenance and Support Agreement # 003570-000

Date March 13, 2012

New Term Effective Start 7/1/12

End 6/30/13

CUSTOMER:	Watauga County Sheriff's Office	BILLING AGENCY:	SAME
Address (1):	184 Hodges Gap Road	Address (1):	
Address (2):		Address (2):	
CITY, STATE, ZIP CODE:	Boone, NC 28607	CITY, STATE, ZIP CODE:	
CONTACT NAME:	Captain Jeff Virginia	CONTACT NAME:	
CONTACT TITLE		CONTACT TITLE	
TELEPHONE:	828-565-7612	TELEPHONE:	
FAX:		FAX:	
Email:	Jeff.virginia@watgov.org	Email:	

For support on products below, please contact Customer Support at (800) 734-6241 or email at cscenter@morphotrak.com.

AFIS System LiveScan™ Station Printrak™ BIS System

STANDARD SUPPORT	ANNUAL FEE
<input checked="" type="checkbox"/> Advantage – Software Support	
<ul style="list-style-type: none"> ◆ 8 a.m. – 5 p.m. Monday to Friday PPM ◆ Unlimited Telephone Support ◆ Remote Dial-In Analysis ◆ Supplemental Releases & Updates ◆ Standard Releases & Updates ◆ Automatic Call Escalation ◆ Software Customer Alert Bulletins ◆ Telephone Response: 2 Hour 	\$ <u>4,896.00</u>
STANDARD SUPPORT TOTAL	\$ <u>4,896.00</u>

SUPPORT OPTIONS	ANNUAL FEE
<input checked="" type="checkbox"/> On-Site Hardware Support	\$ <u>Included</u>
<ul style="list-style-type: none"> ◆ 8 a.m. – 5 p.m. Monday-Friday PPM ◆ Next day PPM On-site Response ◆ Hardware Vendor Liaison ◆ Defective Parts Replacement ◆ Escalation Support ◆ Hardware Customer Alert Bulletins ◆ Hardware Service Reporting ◆ Product Repair ◆ Equipment Inventory Detail Management 	
<input checked="" type="checkbox"/> Parts Support	\$ <u>Included</u>
<ul style="list-style-type: none"> ◆ Parts Ordered & Shipped Next Business Day ◆ Parts Customer Alert Bulletins ◆ <i>If customer is providing their own on-site hardware support, the following applies:</i> <ul style="list-style-type: none"> * Customer Orders & Replaces Parts * Telephone Technical Support for Parts Replacement Available 	
<input type="checkbox"/> UPLIFTS	
<ul style="list-style-type: none"> ◆ Increase PPM to _____ ◆ Increase Response Time to _____ 	\$ <u>N/A</u>
SUPPORT OPTIONS TOTAL	\$ <u>Included as Checked</u>

THIRD PARTY SUPPORT	ANNUAL FEE
<input type="checkbox"/> THIRD PARTY VENDOR NAME:	\$ <u>N/A</u>
◆ TERM DATE:	
◆ COVERAGE:	
THIRD PARTY SUPPORT TOTAL	\$ <u>N/A</u>

USERS CONFERENCE – NORTH AMERICA	ANNUAL FEE
<input type="checkbox"/> Users Conference Attendance (\$2,950 per Attendee) Year _____ Number Attendees Requested _____	\$ <u>N/A</u>
<ul style="list-style-type: none"> • Registration fee • Roundtrip travel for event • Hotel accommodations • Daily meal allowance 	
USERS CONFERENCE TOTAL	\$ <u>N/A</u>

OTHER AVAILABLE OPTIONS	ANNUAL FEE
<input type="checkbox"/> LiveScan 3000 Prism Protection \$1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year	\$ <u>N/A</u>
<input type="checkbox"/> Other: _____	\$ <u>N/A</u>
OTHER AVAILABLE OPTIONS TOTAL	\$ <u>N/A</u>

Prepared by: Rosario Hernandez, 714-238-2071, rosario.hernandez@morpho.com

SUPPORT TOTAL* \$ 4,896.00
USERS CONFERENCE TOTAL \$ N/A
FULL TERM FEE GRAND TOTAL* \$ 4,896.00
*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

Exhibit D
CURRENT BILLABLE RATES

MAINTENANCE AND SUPPORT AGREEMENT NO. 003570-000

CUSTOMER: Watagua County Sheriff's Office

The following are Seller's current billable rates, subject to an annual change.

COVERAGE HOURS (PPM)	BILLABLE RATES (OUTSIDE THE SCOPE OF A CURRENT EXECUTED AGREEMENT)
8am-5pm, M-F (local time)	\$160 per hour, 2 hours minimum
After 5p, Saturday, Sunday, Seller Holidays	\$240 per hour, 2 hours minimum

COVERAGE HOURS (PPM)	BILLABLE RATES (WITHOUT AN AGREEMENT)
8am-5pm, M-F (local time)	\$320 per hour, 2 hours minimum
After 5p, Saturday, Sunday, Seller Holidays	\$480 per hour, 2 hours minimum



1250 N. Tustin Ave.
Anaheim, CA 92807
Tel: (714) 238-2000
Fax:(714) 237-0050

March 13, 2012

Captain Jeff Virginia
Watauga County Sheriff's Office
184 Hodges Gap Road
Boone, NC 28607

**RE: Extension to Maintenance and Support Agreement # 003570-001
LiveScan Station**

Dear Captain Virginia:

By means of this letter, MorphoTrak, Inc. ("MorphoTrak" or "Seller") hereby extends Watauga County Sheriff's Office maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period 7/1/12 through 6/30/13. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **return one copy to my attention at MorphoTrak, Inc. at 1250 North Tustin Avenue, Anaheim, California 92807 or fax it to my attention at 714-237-0050 on or before 6/30/12.** Failure to return this fully executed letter on or before 6/30/12 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at 714-238-2071 or e-mail rosario.hernandez@morpho.com.

Sincerely,

Rosario Hernandez
Contracts Administration Specialist
MorphoTrak, Inc.

Accepted by:

MORPHOTRAK, INC.

WATAUGA COUNTY SHERIFF'S OFFICE

Signed by: _____

Signed by: _____

Printed Name: Walt Scott

Printed Name: _____

Title: Senior Director

Title: _____

Date: _____

Date: _____

Exhibit A

DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. 003570-001CUSTOMER: Watauga County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node Name	Qty
LSS-R	LiveScan Station Ruggedized	NCNL46	1

MAINTENANCE AND SUPPORT AGREEMENT NO. 003570-001

Exhibit B SUPPORT PLAN

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

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3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone response within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone response within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

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**Exhibit C
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

061912 BCC Meeting

Maintenance and Support Agreement # 003570-001
 New Term Effective Start 7/1/12

Date March 13, 2012
 End 6/30/13

CUSTOMER: Address (1): Address (2): CITY, STATE, ZIP CODE: CONTACT NAME: CONTACT TITLE TELEPHONE: FAX: Email:	Watauga County Sheriff's Office 184 Hodges Gap Road Boone, NC 28607 Captain Jeff Virginia 828-565-7612 Jeff.virginia@watgov.org	BILLING AGENCY: Address (1): Address (2): CITY, STATE, ZIP CODE: CONTACT NAME: CONTACT TITLE TELEPHONE: FAX: Email:	SAME
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For support on products below, please contact Customer Support at (800) 734-6241 or email at cscenter@morphotrak.com.
 AFIS System LiveScan™ Station Printrak™ BIS System

STANDARD SUPPORT	ANNUAL FEE
<input checked="" type="checkbox"/> Advantage – Software Support ♦ 8 a.m. – 5 p.m. Monday to Friday PPM ♦ Supplemental Releases & Updates ♦ Software Customer Alert Bulletins ♦ Unlimited Telephone Support ♦ Standard Releases & Updates ♦ Telephone Response: 2 Hour ♦ Remote Dial-In Analysis ♦ Automatic Call Escalation	\$ 4,509.00
STANDARD SUPPORT TOTAL	\$ 4,509.00

SUPPORT OPTIONS	ANNUAL FEE
<input checked="" type="checkbox"/> On-Site Hardware Support ♦ 8 a.m. – 5 p.m. Monday-Friday PPM ♦ Defective Parts Replacement ♦ Hardware Service Reporting ♦ Next day PPM On-site Response ♦ Escalation Support ♦ Product Repair ♦ Hardware Vendor Liaison ♦ Hardware Customer Alert Bulletins ♦ Equipment Inventory Detail Management	\$ Included
<input checked="" type="checkbox"/> Parts Support ♦ Parts Ordered & Shipped Next Business Day ♦ Parts Customer Alert Bulletins ♦ <i>If customer is providing their own on-site hardware support, the following applies:</i> * Customer Orders & Replaces Parts * Telephone Technical Support for Parts Replacement Available	\$ Included
<input type="checkbox"/> UPLIFTS ♦ Increase PPM to _____ ♦ Increase Response Time to _____	\$ N/A \$ N/A
SUPPORT OPTIONS TOTAL	\$ Included as Checked

THIRD PARTY SUPPORT	ANNUAL FEE
<input type="checkbox"/> THIRD PARTY VENDOR NAME: ♦ TERM DATE: ♦ COVERAGE:	\$ N/A
THIRD PARTY SUPPORT TOTAL	\$ N/A

USERS CONFERENCE – NORTH AMERICA	ANNUAL FEE
<input type="checkbox"/> Users Conference Attendance (\$2,950 per Attendee) Year _____ Number Attendees Requested _____ • Registration fee • Hotel accommodations • Roundtrip travel for event • Daily meal allowance	\$ N/A
USERS CONFERENCE TOTAL	\$ N/A

OTHER AVAILABLE OPTIONS	ANNUAL FEE
<input type="checkbox"/> LiveScan 3000 Prism Protection \$1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year <input type="checkbox"/> Other:	\$ N/A \$ N/A
OTHER AVAILABLE OPTIONS TOTAL	\$ N/A

Prepared by: *Rosario Hernandez, 714-238-2071, rosario.hernandez@morpho.com*

SUPPORT TOTAL* \$ 4,509.00
USERS CONFERENCE TOTAL \$ N/A
FULL TERM FEE GRAND TOTAL* \$ 4,509.00
**Exclusive of taxes if applicable*

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

Exhibit D
CURRENT BILLABLE RATES

MAINTENANCE AND SUPPORT AGREEMENT NO. 003570-001

CUSTOMER: Watauga County Sheriff's Office

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COVERAGE HOURS (PPM)	BILLABLE RATES (OUTSIDE THE SCOPE OF A CURRENT EXECUTED AGREEMENT)
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After 5p, Saturday, Sunday, Seller Holidays	\$240 per hour, 2 hours minimum

COVERAGE HOURS (PPM)	BILLABLE RATES (WITHOUT AN AGREEMENT)
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After 5p, Saturday, Sunday, Seller Holidays	\$480 per hour, 2 hours minimum

AGENDA ITEM 6:

TOURISM DEVELOPMENT AUTHORITY'S (TDA) PROPOSED MEMORANDUM OF UNDERSTANDING REGARDING ENCROACHMENT ON PINE RUN ROAD

MANAGER'S COMMENTS:

Mr. Eric Woolridge, Watauga TDA, will present a Memorandum of Understanding regarding the encroachment on Pine Run Road for a paddle access. The TDA Board approved the project at their June 12, 2012, meeting.

Board action is requested to approve the Memorandum of Understanding with the North Carolina Department of Transportation to construct a public river access on Pine Run Road with the Watauga County TDA to be responsible for all costs associated with the construction and future maintenance of the facility.

MEMO

To: Watauga County Board of Commissioners
Deron Geouque, County Manager

From: Eric Woolridge, WCTDA Tourism Planner

Date: June 12, 2012

Re: Pine Run Paddle Access/ NCDOT Encroachment Agreement

In January 2012 the Watauga County Board of Commissioners and the Watauga County Tourism Development Authority Board of Directors authorized TDA staff to apply for a NC Recreation Trails Program grant to improve river access along the South Fork New River at Pine Run Road and Green Valley Park.

The WCTDA has received notification that we have been recommended for funding in the amount of \$75,000, provided we have secured an encroachment agreement from NCDOT for the Pine Run Access by August 1st.

NCDOT has provided the encroachment agreement documents, which have been reviewed and approved by the county attorney. All environmental permits for Pine Run construction have been secured and are also pending the encroachment agreement.

The WCTDA Board of Directors voted in favor of this project at their June 12th meeting, approved the \$18,750 required as matching funds for this grant, and authorize staff to move forward with this project.

Recommended Action

Authorize Watauga County to enter into an encroachment agreement with NCDOT for the purpose of constructing a public river access at Pine Run Road bridget, provided the WCTDA commits to all costs associated with the construction and future maintenance of the facility.

Attachments

1. Encroachment Documents
2. Engineered Plan
3. Grant Award Letter

VERIFICATION OF COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

(Check Appropriate Box)

Permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers are not required for this project. However, all applicable federal and state regulations have been followed.

The required permits from the N.C. Department of Environment and Natural Resources and the U.S. Army Corp of Engineers have been obtained for this project. Copies of permits and Completion Certificates are attached.

All applicable NPDES Stormwater Permit requirements have been met for this project. (The applicant should contact the N.C. Division of Water Quality in Raleigh to determine if a stormwater permit is required.)

The project is in compliance with all applicable sedimentation and erosion control laws and regulations.

Project Name: _____

Township: _____ County: _____

Project Engineer: _____ Phone No.: _____

Project Contact: _____

Applicant's Name: _____

P.E. SEAL

Date Submitted: _____



North Carolina Department of Environment and Natural Resources

Beverly Eaves Perdue
Governor

Dee Freeman
Secretary

May 8, 2012

Eric Woolridge
Watauga County Tourism Development Authority
815 West King Street
Boone, North Carolina 28607

Dear Eric:

Congratulations! Your 2012 Federal Recreational Trails Program (RTP) grant application has been recommended for funding at \$75,000 to develop two paddle access areas (constructing parking areas, canoe launch areas, and kiosks) at Green Valley and Pine Run Parks. In order to remain eligible for this funding, you must submit the following documents on or before August 1, 2012.

All Governmental Agencies must provide the following:

1. Signed Application Signature Page – Electronic signatures are now acceptable
2. Federal Assurances – Compliance Form
3. Federal Certification Regarding Debarment
4. Federal Certification Regarding Lobbying
5. Federal Certification Regarding Drug-Free Workplace
6. Organization's North Carolina E-Procurement Vendor Number – if not registered, you can do so at no charge at <https://vendor.ncgov.com/login.jhtml>

Note: We will send you copies of all forms via email and all forms will be available online at http://www.ncparks.gov/About/trails_RTP.php by May 7, 2011.

After your application was reviewed by the North Carolina Trails Committee, they have also required the following documentation by August 1, 2012:

Legal land agreements with willing landowner(s)

Within the next two weeks, we will submit your application package to the Federal Highway Administration, State Historic Preservation Office and to the Division of Parks and Recreation's Natural Resource Compliance Officer and your application will be reviewed for compliance with federal and state environmental and archeological rules and regulations. If you receive questions

2012 RTP Recommendation Letter
Page 2
May 8, 2012

or requests for additional information during this review process, please respond promptly. Applications that do not comply with these rules and regulations will not be funded.

When we have received all the listed required documents and have received notification from the three agencies that your application is in compliance with federal and state environmental and archeological rules and regulations, we will forward your application to the Secretary of the Department of Environment and Natural Resources who has final grant award authority. A grant award notification letter will be sent to you from the Department.

All applications awarded a grant by the department will be submitted to the Division of Purchase and Services (DPS) who will issue you a state grant contract. Please know that you do not have a grant with the State of North Carolina until you have received a fully executed copy of this state grant contract. Any funds you spend or work you complete prior to having this fully executed state grant contract are not reimbursable or eligible to count as part of the grant match by the state or federal government. It can take up to two months for DPS to execute state grant contracts after receipt of all required documents.

Thank you for your application and we look forward to working with you to make your trail project a success. Please contact me if you have any questions regarding this process.

Sincerely,



Vincent T. Newman-Brooks
State Trails Grants Manager

Submission of Application

061912 BCC Meeting

The application deadline is **January 31st, 2012 @ 11:59pm**
Electronic submission is required by this date and time.

Also, please mail a postmarked package of your electronic application and all listed attachments on one CD, DVD or flash drive containing labeled digital versions of your application complete with all mapping and supporting documentation by deadline to :

State Trails Program Grants Manager

Vincent T. Newman-Brooks

Mail Service Center 1615
Raleigh, NC 27699-1615
Phone: (919) 715-1846
Fax: (919) 715-3085

Authorization

"I am authorized by the Project Sponsor to submit this application and understand that this application will be evaluated on the basis of the information submitted, and the submission of incorrect information can result in this application being withdrawn from consideration.

Typed Name (required):

Title:

Date:

**2012-2013 ADOPT-A-TRAIL
INSURANCE REQUIREMENT NOTIFICATION FORM**

A grantee must provide **INSURANCE** during the term of a State Grant Contract. As a minimum, the grantee shall provide and maintain the following coverage and limits:

- a. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is subcontracted, the Grantee shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.
- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

As the approved contact for the below listed organization, I sign that I have read and am now aware of the Insurance Requirement that will be noted in the General Terms and Conditions of our pending State Grant Contract.

Signature Title

Agency/Organization Date

2012 FEDERAL RECREATIONAL TRAILS PROGRAM APPLICATION AUTHORIZATION

"I am authorized by the Project Sponsor to submit this application and understand that this application will be evaluated on the basis of the information submitted, and the submission of incorrect information can result in this application being withdrawn from consideration.

Typed Name: _____

Signature: _____

Title: _____

Date: _____

ROUTE _____ PROJECT _____ COUNTY OF _____

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT
FOR NON-UTILITY ENCROACHMENTS ON
PRIMARY AND SECONDARY HIGHWAYS

-AND-

THIS AGREEMENT, made and entered into this the _____ day of _____, 20____, by and between the Department of Transportation, party of the first part; and _____ party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) _____, located _____

with the construction and/or erection of: _____

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction and maintenance operations.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161A) : Party of the Second Part certifies that this agreement is true and accurate copy of the form
R/W (161A) incorporating all revisions to date. 6/19/12 BCC Meeting

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
District Engineer

ATTEST OR WITNESS:

_____ Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the proposed encroachment.
4. Length and type of encroachment.
5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.

ROUTE _____ PROJECT _____ COUNTY OF _____

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT FOR CURB AND GUTTER, PAVEMENT WIDENING AND STORM DRAINAGE

-AND-

THIS AGREEMENT, made and entered into this the _____ day of _____, 20_____, by and between the Department of Transportation, party of the first part; and _____

party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) _____, located _____

with the construction and/or erection of: _____

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway.

That the party of the second part agrees to provide during construction proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

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It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction.

That the party of the second part agrees to restore all areas disturbed during construction to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any construction operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

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That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161B) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161B) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
District Engineer

ATTEST OR WITNESS:

Second Party

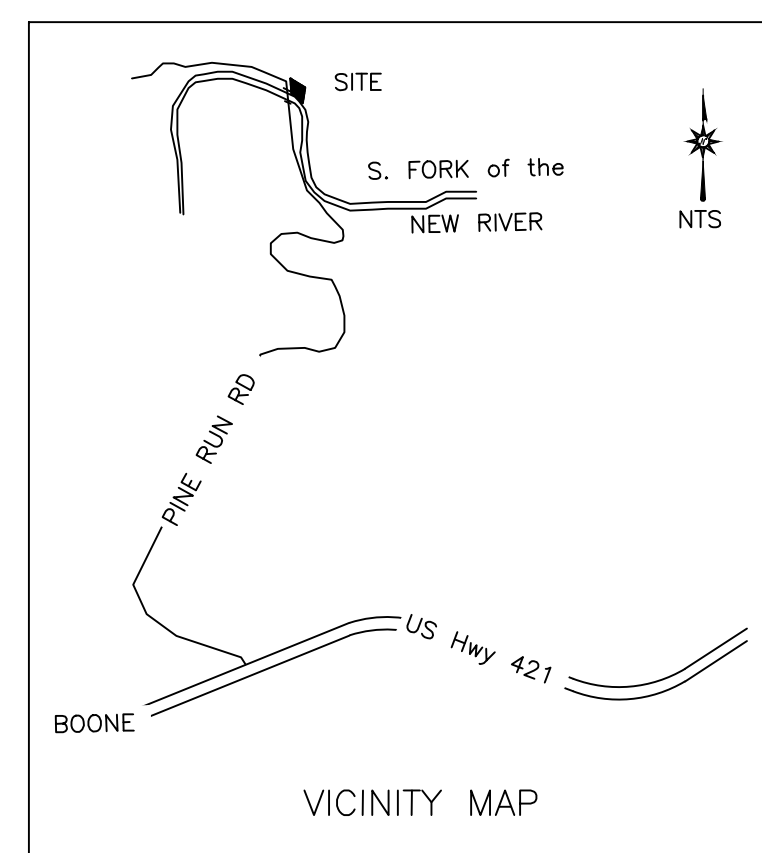
INSTRUCTIONS

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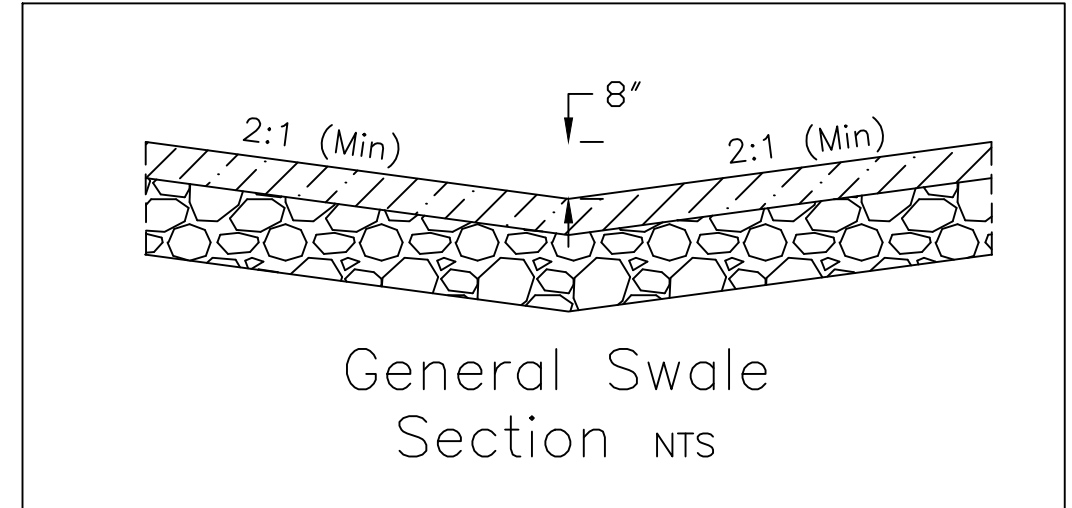
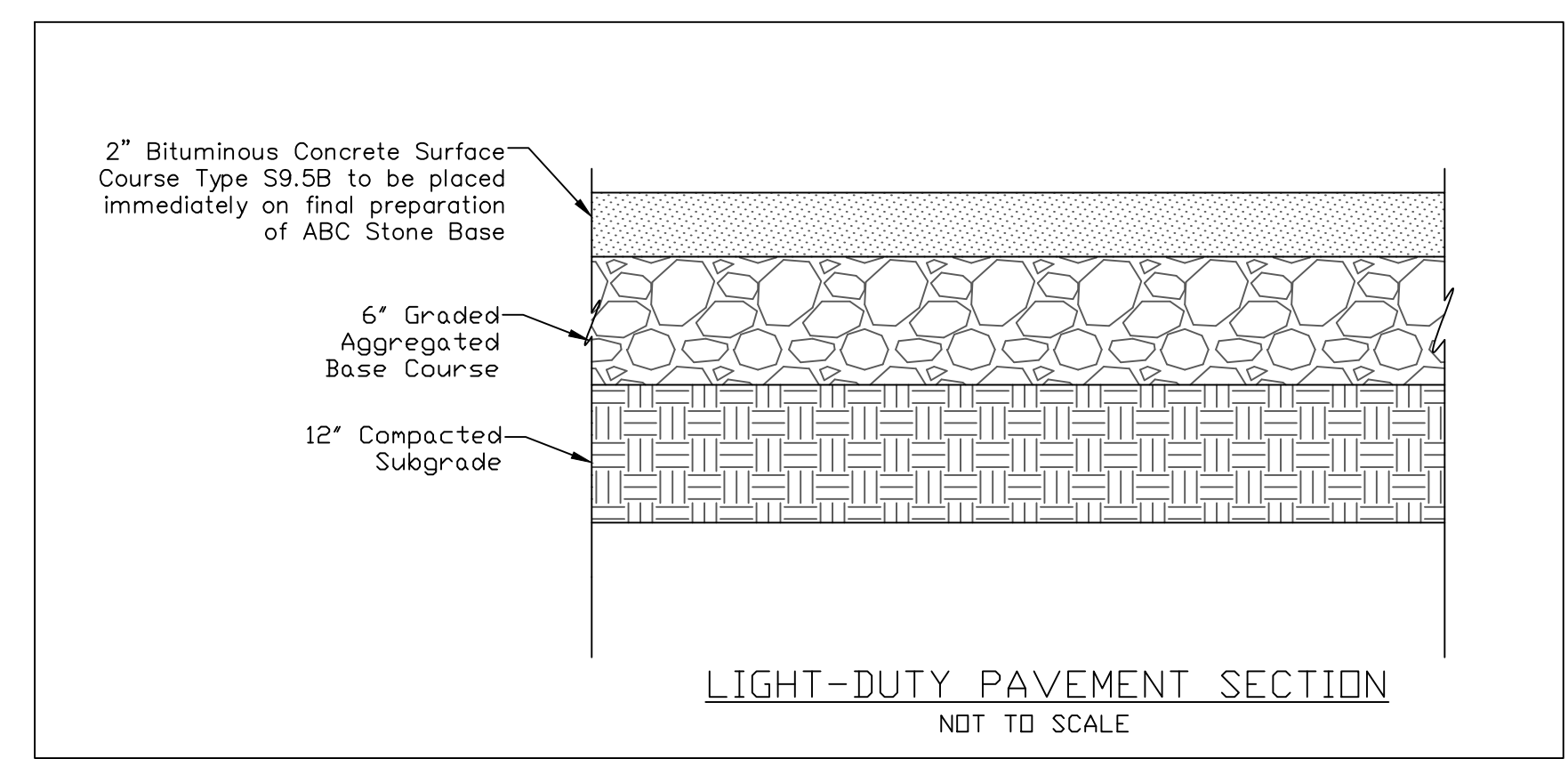
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7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.



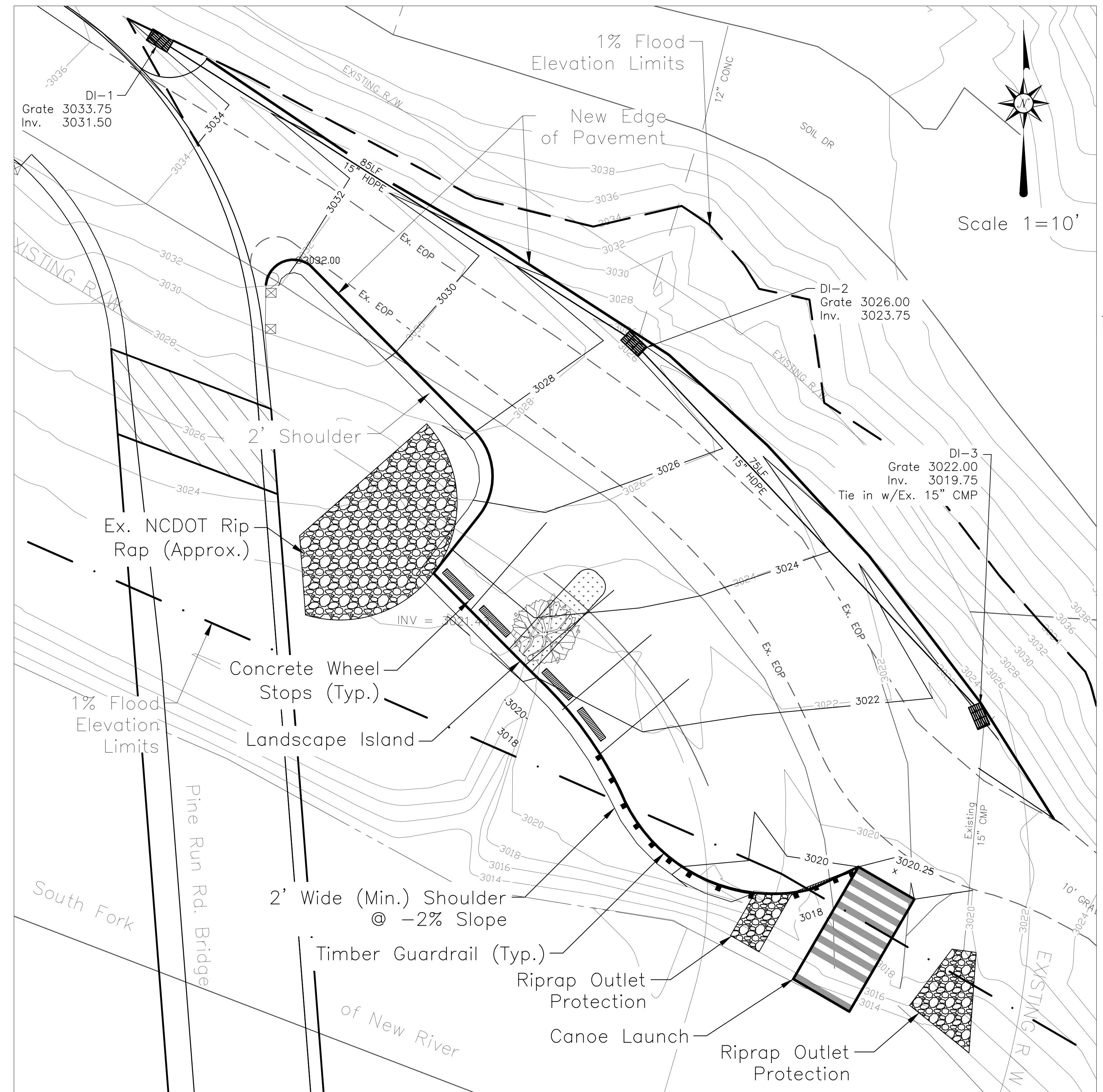
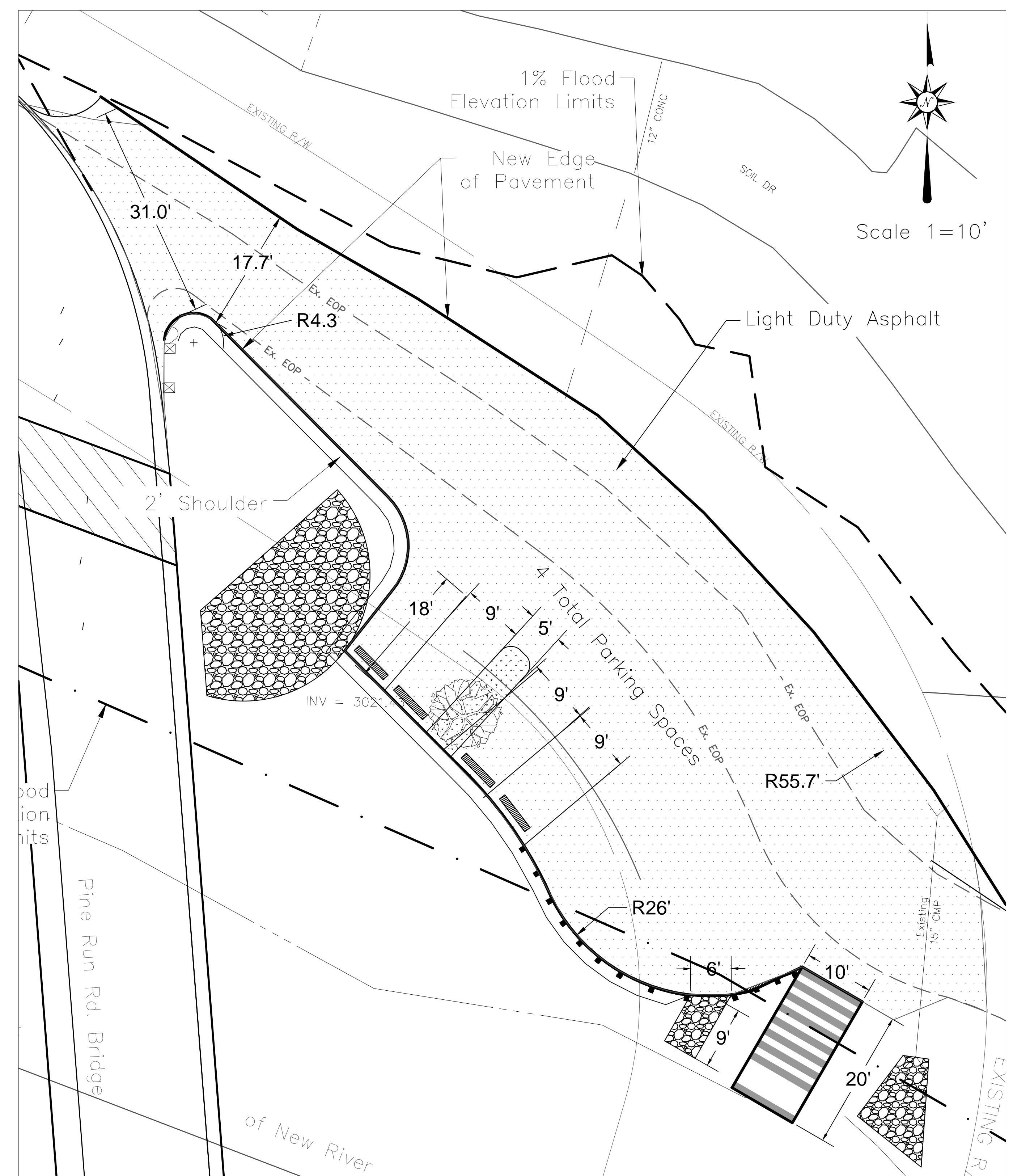
- Notes:**
1. Drainage structures shall be traffic rated pre-cast concrete drop inlets (NCDOT Std. 840.14) with 840.16 std. frame and grates.
 2. The disturbed area is less than 1.0ac. Contractor shall employ erosion control measures as necessary including inlet protection and silt fencing.
 3. Strip existing pavement, replace/repair base as necessary, install new 2" bituminous concrete surface as shown in Light-duty Pavement Detail.



BEFORE YOU DIG
 Contact N.C. One-Call Center
 (800) 632-4949 or 811

THESE DRAWINGS ARE THE PROPERTY OF SHABELDEN ENGINEERING, P.A. AND MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION IN WRITING FROM SHABELDEN ENGINEERING, P.A. A VIOLATION OF THE NORTH CAROLINA GENERAL STATUTES.

TERESA
 BUCKWALTER, P.E.



SHABELDEN ENGINEERING
 P.A.
 2006 9th St. P.I. NE
 Hickory, NC 28603
 F: (828) 324-4128

SIGNATURE
 DANIEL SHABELDEN
 SEAL 029232
 3/22/12

PROJECT
 SITE PLAN FOR
PINE RUN PADDLE ACCESS
 WATAUGA COUNTY, NC

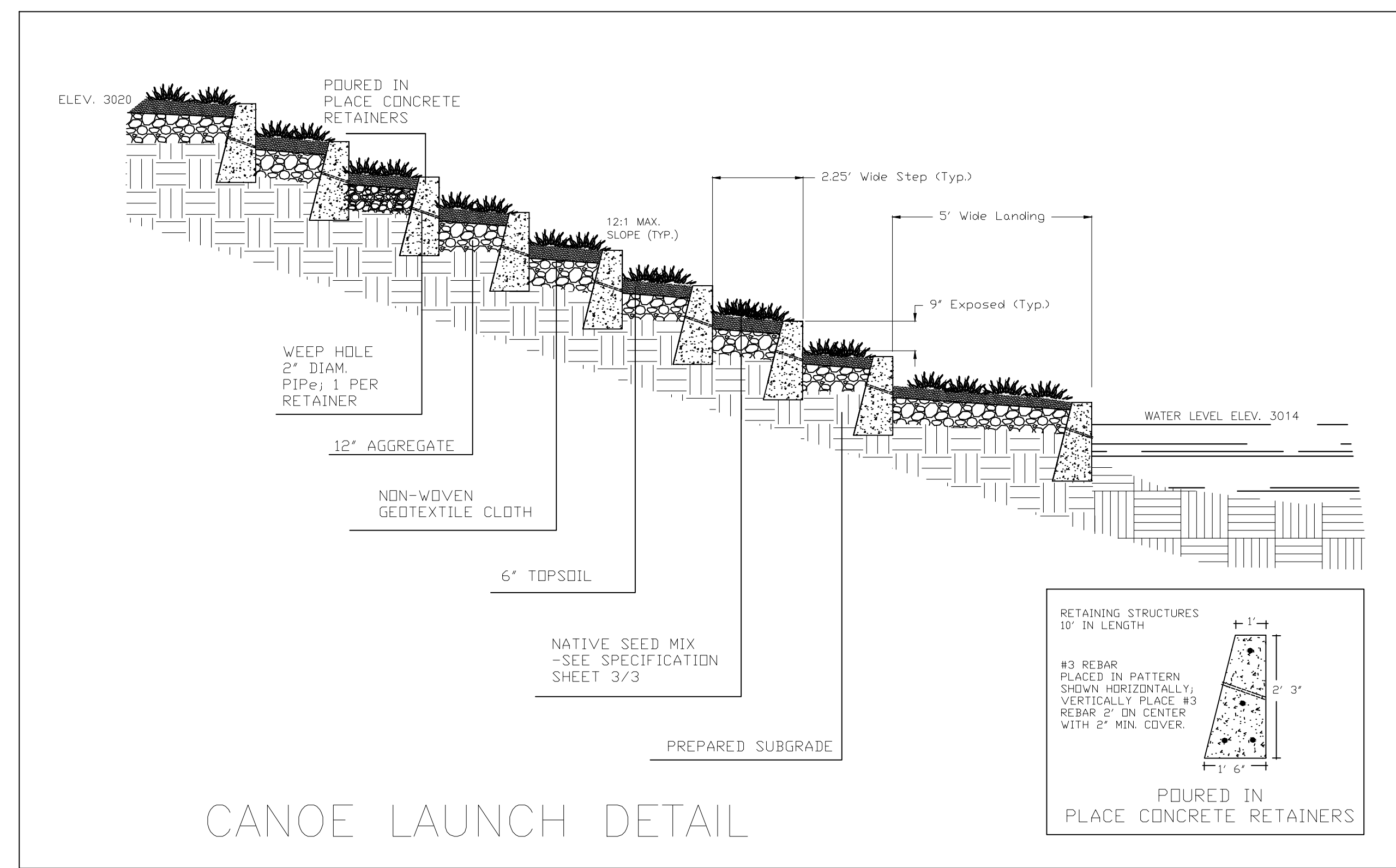
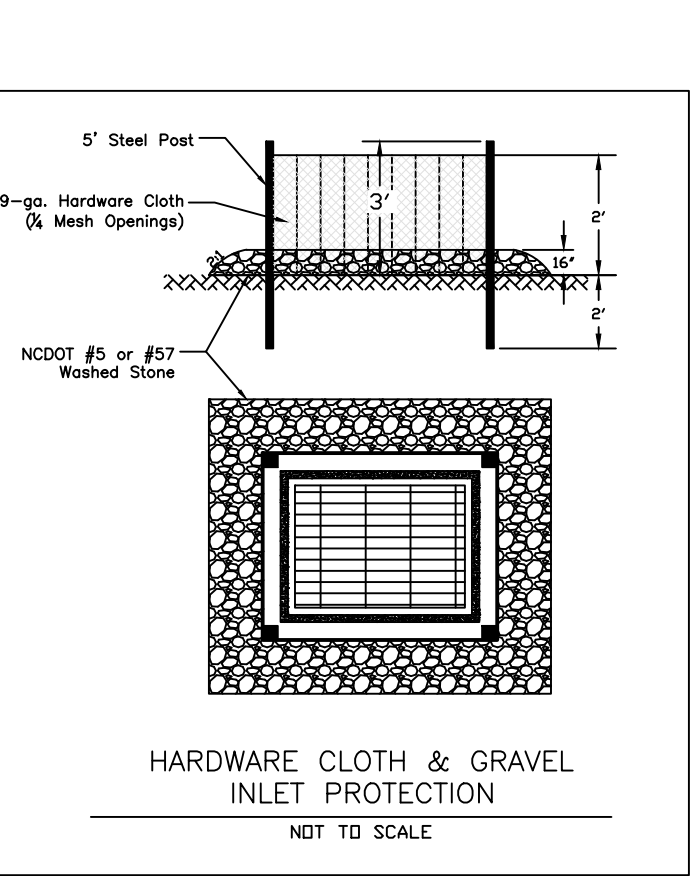
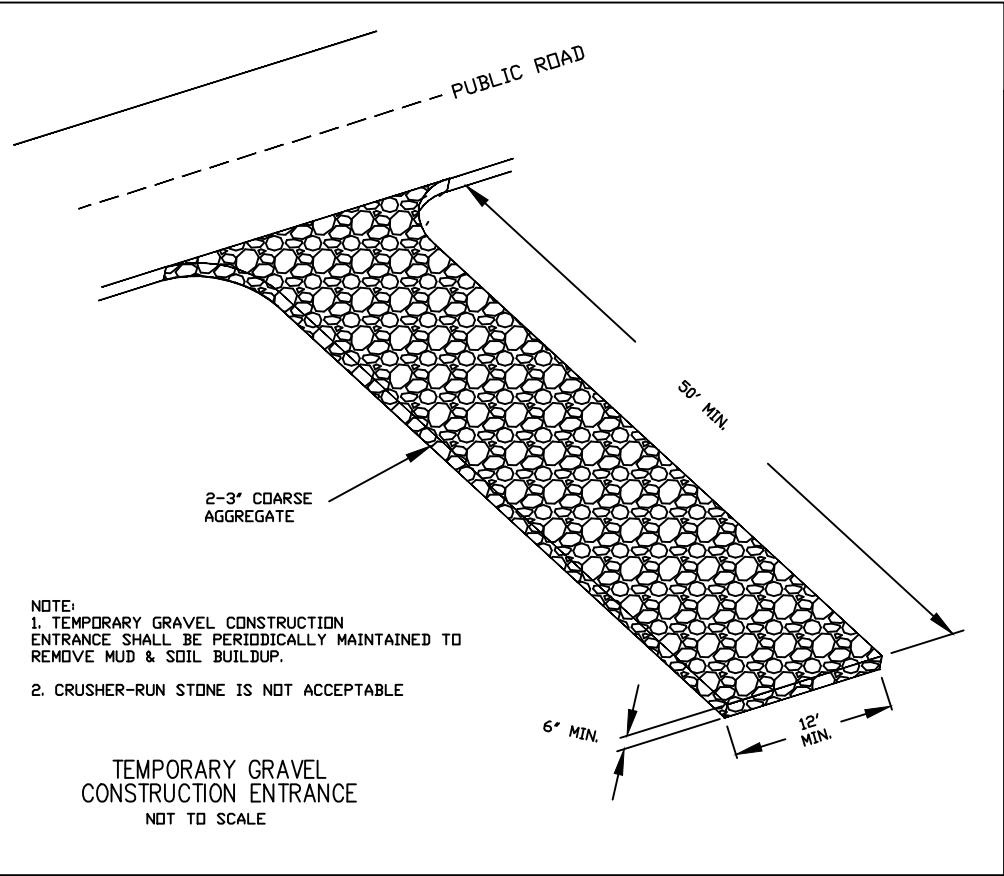
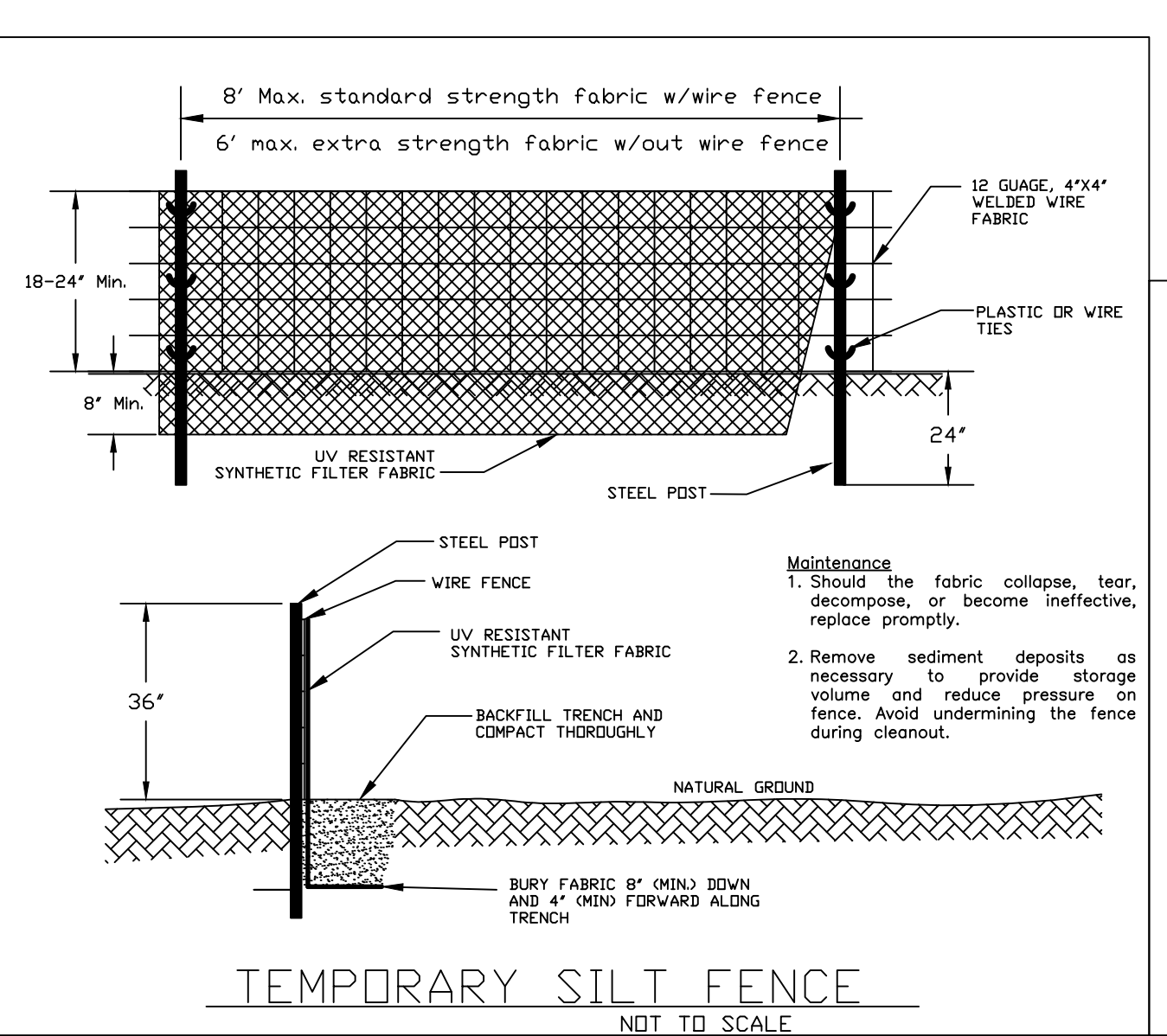
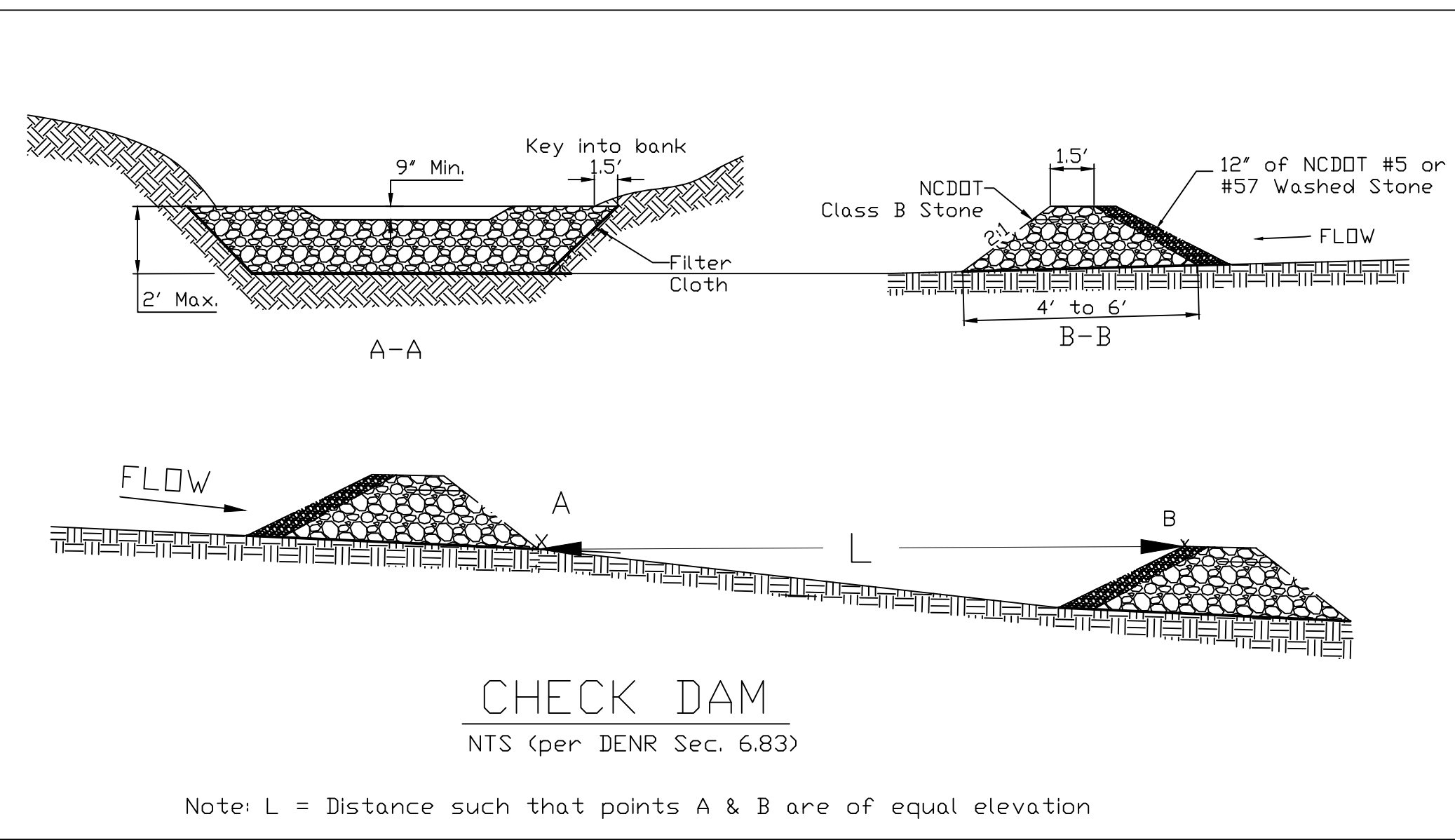
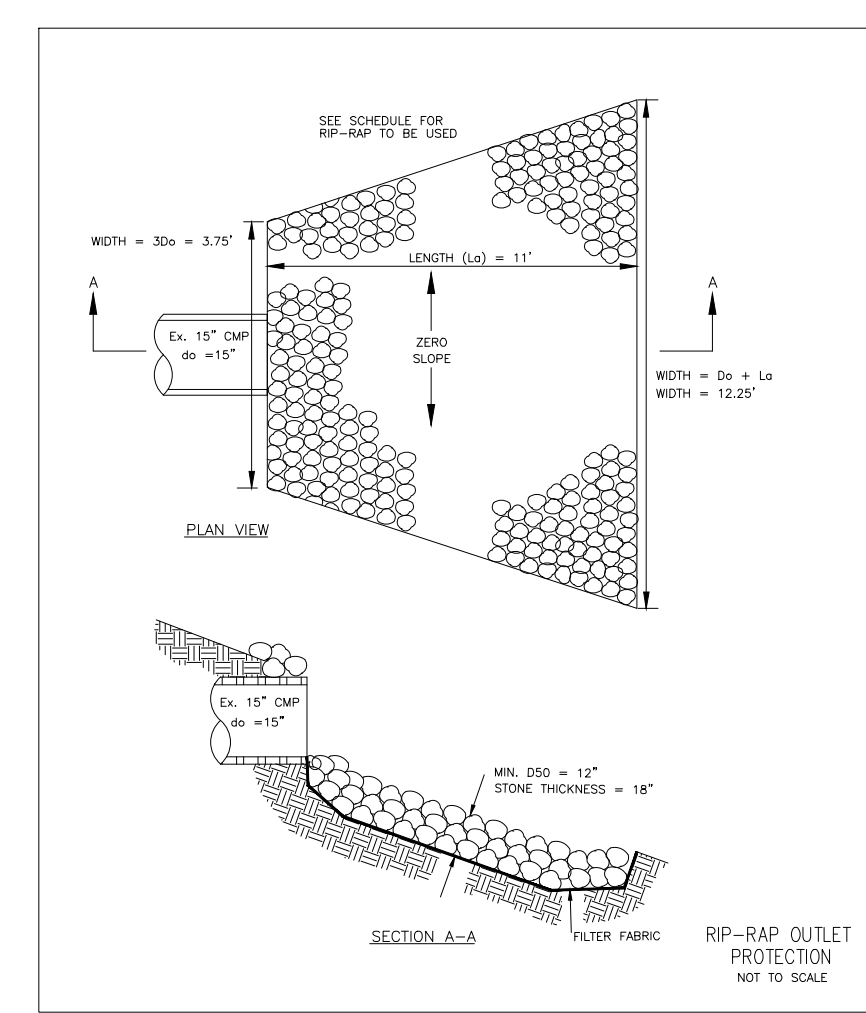
SHEET:
SITE PLAN

PROJECT NO:
 12-01

DATE:
 MAR 13, 2012

REVISIONS:
 MAY 16, 2012
 MAY 22, 2012

SHEET NUMBER
 C-1
 OF: 3



TEMPORARY SEEDING RECOMMENDATIONS FOR LATE WINTER AND EARLY SPRING

Species	Rate (lb/acre)
Rye (grain)	120
Kobe lespedeza	50

SEEDING NOTES:
1. Omit annual lespedeza when duration of temporary cover is not to extend beyond June.

SEEDING DATES:
Mountains
(Above 2500ft): Feb. 15 – May 15
(Below 2500 ft): Feb. 1 – May 1
Piedmont: Jan. 1 – May 1

SOIL AMENDMENTS
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

MULCH
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

MAINTENANCE
Refertilize if growth is not fully adequate. Reseed, fertilize, and mulch immediately following erosion or other damage.

Source: Erosion and Sediment Control Planning and Design Manual; Table 6.10a

TEMPORARY SEEDING RECOMMENDATIONS FOR SUMMER

Species	Rate (lb/acre)
German Millet	40

SEEDING NOTES:
1. In the Piedmont and Mountains, a small-stemmed Sudangrass may be substituted at a rate of 50 lb/acre.

SEEDING DATES:
Mountains: May 15 – Aug. 15
Piedmont: May 15 – Aug. 15

SOIL AMENDMENTS
Follow recommendations of soil tests or apply 2,000 lb/acre ground agricultural limestone and 750 lb/acre 10-10-10 fertilizer.

MULCH
Apply 4,000 lb/acre straw. Anchor straw by tacking with asphalt, netting, or a mulch anchoring tool. A disk with blades set nearly straight can be used as a mulch anchoring tool.

MAINTENANCE
Refertilize if growth is not fully adequate. Reseed, fertilize, and mulch immediately following erosion or other damage.

Source: Erosion and Sediment Control Planning and Design Manual; Table 6.10b

MAINTENANCE NOTES

- INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL. MAKE ANY REQUIRED REPAIRS IMMEDIATELY.
- FOR SEDIMENT FENCES:
 - REPLACE ANY TORN, COLLAPSED, DECOMPOSED, OR INEFFECTIVE SEDIMENT FENCE PROMPTLY
 - REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE. TAKE CARE TO AVOID UNDERMINING THE FENCE DURING CLEANOUT.
 - REMOVE ALL TRASH AND OTHER DEBRIS FROM BASINS.
- FOR CHECK DAMS:
 - CLEAN OUT SEDIMENT AND DEBRIS THAT COULD CLOG THE CHANNEL.
 - ANTICIPATE SUBMERGENCE AND DEPOSITION ABOVE THE CHECK DAM AND EROSION FROM HIGH FLOWS AROUND THE EDGES OF THE DAM.
 - CORRECT ALL DAMAGE IMMEDIATELY. IF SIGNIFICANT EROSION OCCURS BETWEEN DAMS, ADDITIONAL MEASURES SHOULD BE TAKEN SUCH AS INSTALLING PROTECTIVE RIPRAP LINER IN ERODED AREA.
 - REMOVE ACCUMULATED SEDIMENT AS NEEDED TO ALLOW RUNOFF TO DRAIN THROUGH THE STONE CHECK DAM.
 - ADD STONE TO DAMS AS NEEDED TO MAINTAIN DESIGN HEIGHT AND CROSS-SECTION.
- FOR INLET PROTECTION:
 - CLEAR THE MESH WIRE OF ANY DEBRIS.
 - TAKE CARE NOT TO DAMAGE OR UNDERCUT THE WIRE MESH DURING SEDIMENT REMOVAL.
 - REPLACE STONE AS NEEDED.

SEEDING MIXTURE

Species	Rate (lb/acre)
Tall fescue	100
Sericea lespedeza	30
Kobe lespedeza	10

SEEDING NOTES:
1. After Aug. 15, use unscarified seed.
2. Where neat appearance is desired, omit sericea and substitute 40 lb/acre Bahiagrass or 15 lb/acre Bermudagrass.
3. To extend spring seeding dates into June, add 15 lb/acre hulled Bermudagrass. However, it is preferable to seed temporary cover and seed fescue in Sept.

NURSE PLANTS
Between May 1 and Aug. 15, add 10 lb/acre German millet or 15 lb/acre Sudangrass. Prior to May 1 or Aug. 15, add 40 lb/acre rye (grain).

SEEDING DATES

	Best	Possible
Fall:	Aug. 25 – Sept. 15	Aug. 20 – Oct. 25
Late Winter:	Feb. 15 – Mar. 21	Feb. 1 – Apr. 15

Fall is best for tall fescue, and lespedeza in late winter. Overseeding of Kobe lespedeza over fall-seeded tall fescue is very effective. Use unhulled Bermudagrass seed in fall.

SOIL AMENDMENTS
Apply lime and fertilizer according to soil tests or apply 4,000 lb/acre ground agricultural limestone and 1,000 lb/acre 10-10-10.

MULCH
Apply 4,000-5,000 lb/acre grain straw or equivalent cover of another suitable mulching material. Anchor mulch by tacking with asphalt, roving, or netting. Netting is the preferred anchoring method on steep slopes.

MAINTENANCE
Refertilize in the second year unless growth is fully adequate. May be mowed once or twice a year, but mowing is not necessary. Reseed, fertilize, and mulch areas immediately.

Source: Erosion and Sediment Control Planning and Design Manual; Table 6.11k Seeding No. 1P for Steep Slopes or Poor Soils; Low Maintenance

GRADING AND DRAINAGE NOTES

- REFER TO THE GRADING AND DRAINAGE AND DETAILS FOR RELATED NOTES.
- APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED OWNERS.
- ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES.
- ALL ELEVATIONS ARE BASED ON NCDOT ROADWAY PLAN. CONTRACTOR SHALL VERIFY THE BENCHMARK PRIOR TO GROUND BREAKING.
- THE CONTRACTOR SHALL IMMEDIATELY REPORT TO OWNER ANY DISCREPANCIES FOUND BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION DOCUMENTS AND SHALL WAIT FOR INSTRUCTION PRIOR TO PROCEEDING.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES IN THE FIELD PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL BLEND NEW EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
- ALL FILL SHALL BE PLACED IN MAXIMUM 8-INCH LIFTS AND COMPACTED. ALL FILL WITHIN LIMITS OF PAVEMENT AREAS SHALL BE COMPACTED TO 100% STD. PROCTOR DENSITY WITHIN THE TOP 24 INCHES AND A MINIMUM 98% STD. PROCTOR DENSITY BELOW 24-INCH DEPTH. FILL WITHIN LANDSCAPED AREAS SHALL BE COMPACTED TO MINIMUM 90% STD. PROCTOR DENSITY.
- THE PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN WITHIN ROADWAYS, PARKING LOTS AND SIDEWALK AREAS REFLECT FINISHED ELEVATIONS INCLUDING PAVEMENT. REFER TO PAVEMENT CROSS SECTION DATA TO ESTABLISH CORRECT SUBBASE OR AGGREGATE BASE COURSE ELEVATIONS TO BE COMPLETED UNDER THIS CONTRACT.
- CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE SUCH THAT RUNOFF WILL DRAIN BY GRAVITY FLOW ACROSS NEW PAVEMENT AREAS TO NEW OR EXISTING DRAINAGE INLETS, OR SHEET OVERLAND.
- ALL GRADED OR DISTURBED AREAS BEYOND THE LIMITS OF PAVING, SIDEWALKS, BUILDINGS, ETC. THAT ARE NOT OTHERWISE LANDSCAPED PER THE LANDSCAPING PLAN, SHALL BE STABILIZED WITH A NEW LAWN SEEDING IN ACCORDANCE WITH THE SEEDING SPECIFICATION ON THE EROSION CONTROL SHEET. CONTRACTOR SHALL MAINTAIN SEEDED AREAS UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
- SHABELDEEN ENGINEERING, PA HAS NOT PERFORMED ANY GEOTECHNICAL EVALUATIONS OF THE SUBJECT PROPERTY AND HAS NOT MADE ANY DETERMINATIONS AS TO THE SUITABILITY OF SITE SOILS FOR USE AS FILL BENEATH PROPOSED BUILDINGS, DRIVEWAYS, PARKING AREAS, OR FOR OTHER USES; NOR SLOPE STABILITY. ALL EARTHWORK SHALL BE COMPLETED IN ACCORDANCE WITH THE RECOMMENDATIONS OF A QUALIFIED GEOTECHNICAL ENGINEER WHO SHALL BE RETAINED BY THE OWNER.

THESE DRAWINGS ARE THE PROPERTY OF SHABELDEEN ENGINEERING, PA AND MAY NOT BE REPRODUCED WITHOUT PERMISSION FROM SHABELDEEN ENGINEERING, PA. VIOLATION OF THESE DRAWINGS IS A VIOLATION OF THE NORTH CAROLINA GENERAL STATUTES.

SHABELDEEN ENGINEERING
Professional Engineer
2006 9th St. S. P. NE
History, NC 28607
F: (828) 354-4128

SIGNATURE
DANIEL SHABELDEEN
Professional Engineer
SEAL 029232
MAR 13 2012

PROJECT
SITE PLAN FOR
PINE RUN PADDLE ACCESS
WATAUGA COUNTY, NC

SHEET:
DETAILS

PROJECT NO:
12-01

DATE:
MAR 13, 2012
REVISIONS:
MAY 16, 2012
MAY 22, 2012

SHEET NUMBER
C-2
OF: 3

SECTION 02200 – EARTHWORK

PART I—GENERAL

1.01 SECTION INCLUDES

- A. Installation, protection and/or modification of utilities during site work construction, including any necessary staging of work.
 B. Scarifying, compaction and testing of previously graded sites to ensure proper preparation and acceptability.
 C. Excavation and embankment placement to required lines, dimensions, and subgrade elevations.
 D. Preparation of existing low areas for placing of fill, including disposal of muck, topsoil, silt and wet or unsuitable materials.
 E. SUB—SURFACE DATA:
 1. Investigation: No sub—surface investigations readily available.
 2. Site Visit: Data shown is for general information for bidders. Contractors are expected to examine the site, make investigations and decide for themselves the character of the materials to be encountered.
 3. Responsibility: The owner will not assume responsibility for variations of sub—soil quality or condition.

1.02 REFERENCE STANDARDS

The following most current publications form part of this specification to the extent indicated by references thereto and shall be followed for all construction testing.

American Society for Testing and Materials (ASTM):

- D422 Method for Partial Size Analysis of Soils
 D698 Test for Moisture—Density Relations of Soils using 5.5 lb. (2.5 kg) Rammer and 12—inch (304.8mm) Drop (Standard Proctor)
 D1556 Test for Density of Soil in Place by Sand Cone Method
 D1557 Test for Moisture—Density Relations Using 10—lb (4.5 kg) Rammer and 18—inch (457mm) Drop (Modified Proctor)
 D1449 Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus
 D2167 Test for Density of Soil in Place by the Rubber Balloon Method
 D2216 Laboratory Determination of Moisture Content of Soil
 D2487 Classification of Soils for Engineering Purposes
 D2922 Tests for Density of Soil and Soil—Aggregate in Place by Nuclear Methods (Shallow Depth)
 D3017 Test for Moisture Content of Soil and Soil—Aggregates by Nuclear Methods (Shallow Depth)
 D4318 Test for Plastic Limit, Liquid Limit & Plasticity Index of Soils
 C25 Chemical Analysis of Limestone, Quicklime and Hydrated Lime
 C110 Physical Testing of Quicklime and Hydrated Lime, Wet Sieve Method
 C618 Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland cement Concrete
 C977 Quicklime and Hydrated Lime for Soil Stabilization

American Association of State Highway and Transportation Officials (AASHTO)

- T 88 Mechanical Analysis of Soils

PART 2 PRODUCTS

2.01 MATERIALS

A. Acceptable Stabilization Fabrics and Geogrids:

- Mirafi 500X or 600X
- Phillips 66 Supac 6WS
- Dupont Typar 3401 and 3601
- Trevira S1114 and S1120
- Tensar SS—1 and SS—2
- Exxon GTF—200 or 350

B. Filter/Drainage Fabrics:

- Mirafi 140NS
- Phillips 66 Supac 4NP
- Dupont Typar 3341

C. Silt Fencing Fabrics:

- Phillips 66 Supac 5 NP (UV)
- Mirafi IOOX

D. Material for filling and backfilling shall be clean subsoil free from debris, roots, topsoil, frozen material and rock larger than 1/2 cu. ft. Fill materials shall be tested and approved by the laboratory for the degree of compaction required by its intended use.

E. Unsuitable fill material shall be defined as that which fails to conform to requirements of paragraph 2.01 above.

PART 3 EXECUTION

3.01 PREPARATION

A. Remove excess or unsuitable materials from the site at no additional cost to Owner. All excess and/or unsuitable material shall be wasted off site at allocation approved by the North Carolina Department of Natural Resources and Community Development (Erosion Control). Backfill areas with layers of material and compact as specified.

B. Prior to placing fill in low areas, such as previously existing creeks, ponds or lakes perform following procedures:

- Drain water out by gravity with ditch having flow line lower than lowest elevation in low area. If drainage cannot be performed by gravity ditch, use adequate pump to obtain same results.
- After drainage of low area is complete, remove muck, mud, debris, and other unsuitable material by using acceptable equipment and methods that will keep natural underlying low areas dry and undisturbed.
- If proposed for fill, all muck, mud and other materials removed from above in low areas shall be dried on—site by spreading in thin layers for observation by Owner's representative. Material shall be inspected and, if found to be suitable for use as fill material shall be incorporated into lowest elevation of site filling operation, but not under or within 10'—0" of perimeter of building pad or paving subgrade. If, after observation by Owner's representative, material is found to be unsuitable material shall be removed from site at no additional cost to Owner.
- Provide additional materials at no additional cost to Owner where existing materials are insufficient or unsuitable for their intended use. Borrow pits shall be approved by Owner's representative and the North Carolina Department of Natural Resources and Community Development (Erosion Control).

3.02 EXCAVATION FOR FILLING AND GRADING

- A. Classification of Excavation: Contractor by submitting bid acknowledges that he has investigated site to determine type, quality, quantity and character of excavation work to be performed. All excavation shall be considered unclassified excavation.
 B. Perform excavation using capable, well—maintained equipment and methods acceptable to Owner and governing agencies.
 C. When performing grading operations during periods of wet weather, provide adequate drainage and ground water management to control moisture of soils. Site dewatering is Earthwork Contractors responsibility at no additional cost to Owner.
 D. Shore, base and drain excavations as necessary to maintain safe, secure and free of water at all times.
 E. Perform rock excavation in a manner that will produce material of such size as to permit it being placed in embankments. Remove loose or shattered rock, overhanging ledges and boulders, which might dislodge.
 F. Use suitable material to replace rock overblast in building area and in expansion area to facilitate placement of utilities and future footings.
 G. Break or crush rock obtained from blasting to allow use for fill in parking area as follows:
 1. Rock 6" or greater in largest dimension is unacceptable as fill within proposed building and paving area.
 2. Rock less than 6" in largest dimension is acceptable as fill to within 24" of surface of proposed subgrade when mixed with suitable material.
 3. Rock fragments less than 2" in largest dimension and mixed with suitable material is acceptable as fill within the upper two feet (2') of proposed subgrade.

Section 02200—4

3.03 USE OF EXPLOSIVES

- A. Comply with all laws, rules and regulations of federal, state and local authorities and insure which govern storage, use, manufacture, sale, handling, transportation, licensing, or other disposition of explosives. Take special precautions for proper use of explosives to prevent harm to human life and damage to surface structures, all utility lines or other subsurface structures. Do not conduct blasting operations until persons in vicinity have had ample notice and have reached positions of safety.
 B. Contractor shall save harmless Owner, Architect and Owner's representative from any claim growing out of use of such explosives. Removal of materials of any nature by blasting shall be done in such manner and such time as to avoid damage affecting integrity of design and to avoid damage to any new or existing structure included in or adjacent to work. It shall be Contractors' responsibility to determine method of operation to ensure desired results and integrity of completed work.

3.04 FILLING AND SUBGRADE PREPARATION

A. BUILDING SUBGRADE AREAS:

- Building subgrade pad shall be that portion of site directly beneath and ten feet (10') beyond the building and appurtenance limits.

- The building subgrade pad shall be prepared in strict accordance with the "foundation subsurface preparation", to be provided by Owner.
- Unless specifically indicated otherwise on the drawings, areas exposed by excavation or stripping and on which building subgrade preparations are to be performed shall be scarified to a minimum depth of 12" and compacted to a minimum of 98% of the optimum density, in accordance with ASTM D 698, at a moisture content of not less than 1% below and not more than 3% above the optimum moisture content. These areas shall then be proof rolled to detect any areas of insufficient compaction. Proof rolling shall be accomplished by making a minimum of two (2) complete passes with a fully—loaded tandem—axle dump truck or approved equivalent, in each of the two perpendicular directions under the supervision and direction of a field geotechnical engineer. Areas of failure shall be excavated and replaced with suitable fill material per these specifications.

- Unless specifically indicated otherwise on the drawing, fill materials used in preparation of building subgrade shall be placed in lifts or layers not to exceed 8" loose measure and compacted to a minimum density of 98% of optimum density, in accordance with ASTM D 698, at a moisture content of not less than 1% below and not more than 3% above the optimum moisture content. Unless specifically stated otherwise in the "foundation subsurface preparation" on the drawing.
- The top 18" of building and parking subgrade shall be compacted to 100% Standard Proctor. The following table stipulated maximum allowable values for Plasticity Index (PI) and Liquid Limit (LL) of suitable materials to be used as fill in the specified areas.

Location:	PI	LL
Building area, below upper four feet	20	50
Building area, upper four feet	12	40

B. SETTLEMENT MONITORING OF BUILDING SUBGRADE AREAS:

- Settlement hubs are to be installed in the building areas in locations shown on the plans by the site grading contractor.
- Settlement hubs shall be 8" in diameter and embedded a minimum of 30" into the subgrade at the building pad "blue top" elevation as detailed on the plans.
- Settlement hub monitoring shall begin as soon as the building subgrade is reached. Monitoring shall be performed daily the first week of installation and weekly thereafter. Accuracy of monitoring is to be to 1/100 of a foot.
- The on—site soils engineer shall monitor the settlement hubs. The site contractor shall insure that a stable bench mark is maintained at all times during monitoring and sitework.
- Reports of settlement monitoring and progress shall be submitted to the architect, and the general contractor.
- Refer to soils report for further information.
- After on—site soils engineer has determined when settlement has reached the acceptance limit, the site grading contractor is responsible for providing building pad elevations as shown on the grading plans.

C. AREAS OF CONSTRUCTION EXCLUSIVE OF THE BUILDING

SUBGRADE:

- Unless specifically stated otherwise on the drawing, areas exposed by excavation or stripping and on which subgrade preparations are to be performed shall be scarified to minimum depth of 8" and compacted to minimum of 98% of optimum density, in accordance with ASTM D 698, at a moisture content of not less than 1% below and not more than 3% above the optimum moisture content. These areas shall then be proof rolled to detect any areas of insufficient compaction. Proof rolling shall be accomplished by making a minimum of two (2) complete passes with a fully—loaded tandem axle dump truck or approved equivalent, in each of the two perpendicular directions under the supervision and direction of a field geotechnical engineer. Areas of failure shall be excavated and replaced with suitable material per these specifications.
 - Unless specifically stated otherwise on the drawings, fill materials used in preparation of subgrade shall be placed in lifts or layers not to exceed 8" loose measure and compacted to a minimum density of 98% of optimum density, in accordance with ASTM D 698, at a moisture content of not less than 1% below and not more than 3% above the optimum moisture content.
 - The following table stipulates maximum allowable values for Plasticity Index (PI) and Liquid Limit (LL) of suitable fill materials to be used in the specified areas, unless specifically stated otherwise on the drawings.
- | Location* | PI | LL |
|---|----|----|
| Area below upper two feet, exclusive of building area | 20 | 50 |
| Upper two feet, exclusive of building area | 15 | 40 |
- *References to depth are to proposed subgrade elevations.
- Material imported from off—site shall be CBR (California Bearing Ratio) value equal to or above the pavement design subgrade CBR value indicated on the drawings.
 Section 02200—7
 - The site grading contractor shall provide and install all topsoil as indicated on the drawings and in conformance with landscaping plans and specifications.

3.05 MAINTENANCE OF SUBGRADE

- Finish subgrades shall be verified to ensure proper elevation and conditions for construction above subgrade.
- Protect subgrade from excessive wheel loading during construction, including concrete trucks and dump trucks.
- Remove areas of finished subgrade found to be insufficient for any reason to depth necessary and replace in a manner that will comply with compaction requirements per these specifications. Surface of subgrade after compaction shall be hard, uniform, smooth, stable and true to grade and cross—section.
- Grading of paving areas shall be within a tolerance of up to 0.10 feet as so long as it does not adversely affect drainage and other conditions. Contractor to provide engineering and field staking necessary for verification of lines, grades and elevations.
- Maintain subgrade for area to be paved. Make adjustments that may be required in accordance with specifications at no additional expense to Owner.

3.06 RIP—RAP

- Rip—rap shall be constructed as shown on the drawings.

3.07 FINISH GRADING

- Grade all areas where finish grade elevations or contours are indicated on drawings, other than paved areas, including excavated areas, filling transition areas and landscaped areas. Grading areas shall be uniform and smooth, free from rock, debris or irregular surface changes. Finished subgrade surface shall not be more than 0.10 feet above or below established finished subgrade elevation and all ground surfaces shall vary uniformly below indicated elevations. Finish ditches shall be graded to allow for proper drainage without ponding and in a manner that will minimize erosion potential. For topsoil application, refer to Section 02900 (LANDSCAPING, SEEDING AND SODDING).
 Section 02200—8
 - Correct all settlement and eroded areas within one year after date of substantial completion of all work at no additional expense to Owner. Bring grades to proper elevation.
- 3.08 FIELD QUALITY CONTROL
- Independent Testing Laboratory selected and paid by Owner, shall be retained to perform construction testing and act as the Owner's representative on site based on the following:
 1. Building Subgrade Areas, including 10'—0" Outside Exterior Building Lines: In cut areas, not less than one compaction test for every 2,500 square feet. In fill areas, same rate of testing for each lift (measured loose).
 2. Areas of construction exclusive of Building Subgrade: In cut areas, not less than one compaction test for every 10,000 square feet. In fill areas, same rate of testing for each lift (measured loose).
 B. In compaction requirements are not complied with at any time during construction process, remove and recompact deficient areas until proper compaction is obtained at no additional expense to Owner.
 C. In all areas to receive pavement, a CBR (or LBR) test shall be performed for each type of material imported from off—site.
 D. The following test shall be performed on each type of on—site or imported soil materials used as compacted fill as part of construction testing requirements.
 1. Moisture and Density Relationship: ASTM D 698 or ASTM D1557.
 2. Mechanical Analysis: AASHTO T—88
 3. Plasticity Index: ASTM D 4318
 - Field density tests for in—place materials shall be performed according to one of the following standards as part of construction testing requirements:
 1. Sand—Cone Method: ASTM D 1556
 2. Balloon Method: ASTM D 2167
 3. Nuclear Method: ASTM D 2922 (Method B—Direct Transmission)
- Section 02200—9
- Independent Testing Laboratory shall prepare test reports that indicate test location, elevation data and test results. The architect and Contractor shall be provided with copies of reports within 96 hours of time test was performed. In event that any test performed fails to meet these specifications, Independent Testing Laboratory shall notify the General Contractor immediately.

The Contractor at no additional expense shall pay for all costs related to retesting due to failures to Owner. We reserve the right to employ an Independent Testing Laboratory and to direct any testing that is deemed necessary. Contractor shall provide free access to site for testing activities.

END OF SECTION

Section 02200—10

THESE DRAWINGS ARE THE PROPERTY OF SHABELDEN ENGINEERING, EA AND MAY NOT BE REPRODUCED, COPIED, OR USED WITHOUT PERMISSION OF THE NORTH CAROLINA GENERAL STATUTES.

TERESA BUCKWALTER, P.E.

SHABELDEN ENGINEERING
 Rates • Integrity • Engineering
 2906 9th St., P. NE
 Hickory, NC 28601
 F: (828) 324-4124

SIGNATURE

SEAL
 029232
 ENGINEER
 DWYEL SHABELDEN

PROJECT

SITE PLAN FOR
 PINE RUN PADDLE ACCESS
 WATAUGA COUNTY, NC

SHEET:

Earthwork
 Specification

PROJECT NO:

12—01

DATE:

MAR 13, 2012

REVISIONS:

MAY 16, 2012

MAY 22, 2012

SHEET NUMBER

C—3

OF: 3

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AGENDA ITEM 7:

APPALACHIAN REGIONAL LIBRARY (ARL) INTERLOCAL AGREEMENT REVISIONS

MANAGER’S COMMENTS:

On February 7, 2012, the Board adopted a revised interlocal agreement with the Appalachian Regional Library. Wilkes and Ashe Counties requested further changes after Watauga County had adopted the agreement. The County Manager and County Attorney believe these are minor changes; however, in the spirit of cooperation and consistency for all agreements to be the same, staff would recommend approval.

Both Wilkes and Ashe County have adopted the newer version and Board action is requested to adopt the new agreement.

COUNTIES OF ASHE, WATAUGA, AND WILKES, NORTH CAROLINA
INTERLOCAL AGREEMENT
FOR THE APPALACHIAN REGIONAL LIBRARY SYSTEM

THIS INTERLOCAL AGREEMENT FOR THE APPALACHIAN REGIONAL LIBRARY SYSTEM (hereinafter "Agreement") is made and entered into effective as of that date set forth hereinbelow, by and between the **COUNTY OF ASHE**, a body politic, party of the first part; the **COUNTY OF WATAUGA**, a body politic, party of the second part; and the **COUNTY OF WILKES**, a body politic, party of the third part;

WITNESSETH:

WHEREAS, the mission of the Appalachian Regional Library (ARL) is to be an integral part of the lives of the people in the three counties by promoting the power of knowledge, the joy of reading, and the spirit of imagination; supporting and encouraging life-long learning; and contributing significantly to the sense of community and the economic well-being of Ashe, Wilkes, and Watauga Counties;

WHEREAS, recognizing the diverse communities served and the specific individual needs of their residents, three governments and their three libraries collaboratively are committed to the education, economic development, and quality-of-life contributions that libraries uniquely are able to provide and;

WHEREAS, this collaboration provides for the most effective and efficient use of local resources for the benefit of their residents and;

WHEREAS, this collaboration provides opportunities for service and resource allocations otherwise beyond the financial and service capacities of the individual governments and libraries;

NOW, THEREFORE, the parties hereto, having previously entered into an agreement in 1979 for the purposes set forth herein, and desiring to renew their commitment for the organization of the Appalachian Regional Library upon the terms set forth below, do hereby agree as follows:

SECTION I. Governments Involved

The local governments constituting the parties to this Agreement, which are hereinafter referred to as the member counties, are:

- A. Ashe County
- B. Watauga County
- C. Wilkes County

SECTION II. Purpose Statement

The purpose of this Agreement is to perpetuate excellent library and information services to the residents of the areas included within the jurisdiction of the member counties in compliance with NCGS §153A-270 and Chapter 160A, Article 20, Part 1.

SECTION III. Board of Trustees

- A. The Appalachian Regional Library Board (ARLB) shall be the governing body of the ARL.
- B. Membership
 1. The membership of the ARLB shall consist of twelve (12) members, four (4) each to be appointed by the Boards of County Commissioners of Ashe County, Watauga County, and Wilkes County upon the approval of this Agreement.
 2. Following initial appointments by the Boards of County Commissioners under paragraph 1 above, appointments thereafter shall be in August of each year with an effective date to be the annual meeting of the ARLB in September.
 3. In the initial appointments under paragraph 1 above, terms of one (1) to four (4) years will be used to achieve a staggering of terms. Terms will be considered staggered when each year the terms of only three (3) members of the twelve (12) member board expire, one member from each of the member counties.
 4. Once staggering of terms has been achieved, each member county will appoint members for four (4) year terms. Subject to paragraph 5 below, no individual will be appointed to more than two (2) consecutive terms.
 5. In case of a vacancy on the ARLB, the Board of County Commissioners of the member county for which the vacancy occurs shall appoint a new member to serve the remainder of the unexpired term. ARLB members who are appointed to fill unexpired terms are eligible to be appointed for one (1)

additional full term; provided, that if the new member is fulfilling an unexpired term for less than 24 months, that member is eligible to serve two (2) consecutive full terms. All ARLB members shall serve until their successors have been appointed.

C. Powers and Duties delegated to the ARLB by the Counties of Ashe, Watauga, and Wilkes

1. The ARLB shall be delegated the power to adopt such bylaws, rules, and regulations for its own guidance and for the government of the library as may be necessary and in conformity with law.
2. The ARLB shall be delegated the power to adopt policies for the regional library system's administration and operation.
3. The ARLB shall be delegated the power to select, appoint, remove, determine salary and other terms of employment of a regional library director (the ARL Director), and delegate to that person executive powers. The ARL Director shall:
 - a. Have a valid North Carolina Public Librarian Certificate; and
 - b. Be the chief executive and administrative officer of the ARL System and function in accordance with the approved policies and by-laws of the ARLB.
4. The ARLB shall develop and approve an annual budget which shall:
 - a. Be administered under the provisions of NCGS Chapter 159 and be subject to an independent audit in that ARL is a local governmental agency pursuant to NCGS§159-7(10) with all state funds administered by the regional library and expended throughout the region as described in 07 NCAC 02I.0202.
 - b. Include the separate budgets of each member county library, with the understanding that funds appropriated by each separate member county will be spent for that county; it will include an agreed upon amount paid by each member county for the materials, salaries, and operating expenses which shall be sent to the ARL Finance Officer in

monthly or quarterly payments as negotiated by the ARL Finance Officer and the member county; and

- c. Include a specified amount of funding for each library's operating costs with gifts, special memorials, endowment and trust income, and appropriations for capital outlay earmarked for the designated purpose.
5. The ARLB shall be delegated the power to appoint a regional library finance officer (the ARL Finance Officer) who shall:
 - a. Ensure expenditure of funds consistent with the budget adopted by the ARLB;
 - b. Report directly to the ARL Director and the ARLB; and
 - c. Attend and report at all meetings of the ARLB.
6. The ARLB shall be delegated the power to assure compliance with all applicable State and Federal laws and eligibility for the receipt of State and Federal funds.
7. The ARLB shall be delegated the power to make recommendations to the member counties concerning the construction and improvement of the physical facilities of the libraries within the region; however, construction and maintenance of the physical facilities within each member county shall be the responsibility of that county unless the ARLB negotiates and the member counties approve a collaborative effort.
8. The ARLB shall make regular reports related to services and operations to the governing body of each member county as conveyed by approved reports of the ARL Director.
9. The ARLB shall obtain an annual independent audit of ARL accounts consistent with generally accepted accounting principles, and submit a copy of the audit to the State Library of North Carolina and to the finance officer of each member county.
10. The ARLB, staff, employees, or other agents shall not have the authority to incur any debt, obligation, liability, or other expense, not otherwise provided for in its existing appropriations, which would purport to place any liability

for such debt upon the member counties without an express vote of approval from each member county's Boards of Commissioners approving such indebtedness.

SECTION IV. Terms of Property Ownership

A major benefit of regional cooperation is that scarce resources may be shared among the various county residents without wasteful duplication; however, certain ownership restrictions shall apply:

- A. All buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, or other library assets owned or purchased by or for each member county or member county library shall be and remain the property of that county.
- B. All buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, or other library assets owned or purchased jointly by two or more member counties or member county libraries and not otherwise provided for under subsection A above shall be and remain the joint property of said counties, or, in the case of real property, shall be owned by said counties as tenants in common. The percentage ownership or interest of each county under this subsection B shall be as they may agree upon at the time of purchase or assumption of ownership.
- C. All furniture, equipment, books, materials, technology, resources or other library assets directly paid for or purchased with Regional or State funds and not owned or purchased by one or more of the member counties under subsection A or subsection B above shall be and remain the property of ARL. No real property shall be owned by or titled in the name of ARL, but shall instead be governed by the provisions of either subsection A or subsection B above.

SECTION V. Insurance Coverage and Indemnification

A. Insurance Coverage

- 1. Each member county shall maintain insurance coverage for the building(s) and grounds and other library facilities located within that county.
- 2. ARL shall maintain insurance coverage for the contents of the buildings, the ARL Regional Office, and vehicles used to provide service.

B. Indemnification

1. ARL shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith or in the reasonable belief that such action was in the best interests of the Appalachian Regional Library System; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

SECTION VI. Provisions for Amendment and Dispute Resolution

- A. This Agreement may be amended by instrument duly approved and executed by all of the member counties, subject to the requirements of this Section VI.
- B. Recommendations for amendments to this Agreement may be made by the ARLB or by any member county. Such recommendations shall be forwarded to the governing body of each member county in writing with a minimum thirty (30) day period for consideration provided. At any regular meeting of the governing body of each member county after expiration of said thirty(30) day period, the proposed amendments may be voted on by the governing body.
- C. Disagreements related to this Agreement shall be resolved first by a committee of representatives appointed by the governing body of each member county, with the assistance of their respective legal counsel if necessary. Should resolution by this method be unsuccessful, the governing bodies of the member counties may authorize resolution by such means as they may deem appropriate.

SECTION VII. Provisions for Withdrawal and Dissolution

- A. A member county proposing to withdraw from the ARL System shall give written notice on or before July 1 to the ARLB, the other member counties, and the State Library of North Carolina. The withdrawal shall be effective June 30 of the following calendar year.

- B. The withdrawing member county shall establish eligibility for grants to public libraries according to 07 NCAC 02I.0201 on or before the effective date of withdrawal.
- C. Should the withdrawing member county, following its written notice of withdrawal under subsection A above and prior to the effective date thereof, decide to rescind said notice, it shall do so by written notice to the other member counties and the State Library of North Carolina, whereupon it shall remain a part of the ARL System under all of the terms and conditions of this Agreement.
- D. Should that member fully withdraw, the Terms of Property Ownership as stated in Section IV shall apply.
- E. Unless the remaining member counties shall agree otherwise as set forth below, upon the withdrawal of only one member county this Agreement shall continue in full force and effect as between the remaining two member counties and said remaining counties shall remain a part of the ARL System.
- F. The ARL System shall be dissolved if at least two of the member counties withdraw in accordance with the procedures stated above, or if all of the member counties then comprising the ARL System should so agree by instrument duly approved and executed by their respective governing boards, or in any event upon expiration of the term of this Agreement as set forth in Section IX below. Any written instrument of dissolution entered into by the member counties may, but shall not be required to, include provisions for the resolution of outstanding debts and distribution of properties and resources, including appointment of a committee to accomplish the same as provided for in subsection H below.
- G. Upon dissolution, the disposition of all buildings, grounds, facilities, furniture, equipment, books, materials, technology, resources, and other library assets (collectively referred to for purposes of this subsection G as “property”) shall be governed by the following provisions:
 - 1. Property owned or purchased by or for a member county or member county library pursuant to Section IV. A. above shall remain the property of that county.
 - 2. Property owned or purchased jointly by two or more member counties or member county libraries pursuant to Section IV. B. above shall be divided among the member counties according to the percentage ownership or interest of each, or, should said member counties so agree, shall remain jointly owned.

3. Property directly paid for or purchased with Regional or State funds pursuant to Section IV. C. above and falling under the provisions thereof shall be divided equally between the member counties or, if required by law, shall revert to the State or such other entity as said law may require.
- H. The resolution of outstanding debts and the distribution of properties and resources jointly owned may be accomplished by a committee composed of representatives from each governmental unit, the current ARL Director, and a representative from the State Library of North Carolina.
 - I. After all outstanding debts are resolved, any remaining funds from the member counties shall be returned to them and the distribution of any remaining State or Federal funds shall be determined by the State Library.

SECTION VIII. Effective Date

This Agreement, in order to become effective, shall require the approval of the governing bodies of the member counties and shall become effective as of the date on which all said approvals are complete.

SECTION IX. Term and Termination: Review

- A. This Agreement shall, following the effective date hereof, continue to be in effect for a period of ten (10) years unless sooner terminated as set forth in Section VII above. The member counties may, either by amendment to this Agreement pursuant to Section VI above or by approval of a new interlocal agreement, extend the term hereof for such period as they may mutually agree upon.
- B. Upon the expiration of the term of this Agreement under subsection A above, the member counties shall immediately proceed with dissolution under Section VII and, upon completion of the same, this Agreement shall be considered terminated.
- C. This Agreement may be reviewed at any time by any of the member counties or the ARLB and, if modifications are deemed reasonable and necessary, amendments may be made according to the procedures stated above.

IN WITNESS WHEREOF, this Agreement has been executed by the principal official of the governing body of each party hereto, pursuant to authority of each respective governing body.

ASHE COUNTY:

Attest:

Ann Clark, Clerk to the Board

By:_____
Judy Porter Poe, Chair
Ashe County Board of Commissioners

Date:_____

PRE-AUDIT CERTIFICATE
Ashe County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Ashe County for ARL.

By:_____
Sandra Long, Finance Director, Ashe County

WATAUGA COUNTY:

Attest:

Anita Fogle, Clerk to the Board

By:_____
Nathan A. Miller, Chair
Watauga County Board of Commissioners

Date:_____

PRE-AUDIT CERTIFICATE
Watauga County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Watauga County for ARL.

By:_____
Margaret Pierce, Finance Director, Watauga County

WILKES COUNTY:

Attest:

Judy Snyder, Clerk to the Board

By: _____
Gary D. Blevins, Chair
Wilkes County Board of Commissioners

Date: _____

PRE-AUDIT CERTIFICATE
Wilkes County

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act, up to the annual amount of the appropriation by Wilkes County for ARL.

By: _____
Jerry Shepherd, Finance Director, Wilkes County

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AGENDA ITEM 8:

PLANNING AND INSPECTION MATTERS

A. Request for Acceptance of Civil Penalty Settlement

MANAGER'S COMMENTS:

Mr. Furman will request the Board approve the civil settlement of \$2,100 from the owner of Mountain Ridge apartments. The civil penalties were issued for six violations associated with the property.

Board action is required to accept the \$2,100 as settlement for the civil penalties associated with the Mountain Ridge apartments.

Anita.Fogle

From: Joe Furman
Sent: Monday, June 11, 2012 3:46 PM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: settlement of civil penalty

Deron,

I am in receipt of a check for \$2100.00 from the owner of Mountain Ridge apartments in settlement of civil penalties as discussed by the Commissioners in closed session of the June 5, 2012 meeting. I request the Commissioners to officially approve at the June 19, 2012 meeting the settlement as discussed. Thank you.

Joe

Joseph A. Furman, AICP
Director, Watauga County Planning & Inspections and Economic Development
331 Queen Street, Suite A
Boone, NC 28607
(828) 265-8043
(828) 265-8080 (fax)
joe.furman@watgov.org

AGENDA ITEM 8:**PLANNING AND INSPECTION MATTERS*****B. Proposed Amendment to High Country Council of Governments Agreement for the Provision of Grant Management Assistance for the 2009 Community Development Block Grant (CDBG) Scattered Site Housing Rehabilitation Program*****MANAGER'S COMMENTS:**

Mr. Furman will request the Board adopt an amendment to the County's existing administrative contract for Community Development Block Grant (CDBG) funds. The County received "program income" in the amount of \$19,335.36 due to the sale of a house which had been previously rehabilitated by the County using CDBG funds. The repayment was a condition of the deed of trust placed upon the house as required by the CDBG regulations.

The funds will be spent on the County's only open CDBG project which is a Scattered Site Housing project for "emergency repairs" to houses that were on a waiting list. The High Country Council of Governments administered the program and will expend the additional program income.

All administrative funds budgeted for the Scattered Site Housing project have been disbursed; therefore Mr. Furman is recommending setting aside up to 10% of the program income (not to exceed \$1,933.00) for administration of those funds by the High Country Council of Governments. The remaining provisions of the agreement shall remain in effect.

Board action is required to approve the amendment authorizing High Country Council of Governments to administer the additional program income for an amount not to exceed \$1,933.

Anita.Fogle

From: Joe Furman
Sent: Monday, June 11, 2012 4:23 PM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: CDBG Scattered Site Housing project
Attachments: Contract amendment - Watauga 2009 SSH.doc

Deron,

Watauga County received Community Development Block Grant (CDBG)“program income” in the amount of \$19,335.36 due to the sale of a house which had been previously rehabilitated by the County using CDBG funds. This repayment was a condition of the deed of trust placed upon the house as required by the CDBG regulations. CDBG regulations also require that program income be spent on CDBG eligible activities undertaken as part of *an open CDBG grant*. The County’s only open grant is the current Scattered Site Housing project, which is complete, but is not yet closed-out. In anticipation of expending the program income, we received bids to make “emergency repairs” to houses which were on our waiting list, and are ready to make those repairs. The High Country Council of Governments has administered the program for us, and will continue to do so to expend the program income. All of the administrative funds budgeted in the SSH program have been disbursed, so I propose to set aside up to 10% of the program income (not to exceed \$1933.00) for administration of those funds by the COG. Accordingly a proposed amendment to the existing administrative contract is attached. Commissioners approval is requested.

Joe

Joseph A. Furman, AICP
Director, Watauga County Planning & Inspections and Economic Development
331 Queen Street, Suite A
Boone, NC 28607
(828) 265-8043
(828) 265-8080 (fax)
joe.furman@watgov.org

**AMENDMENT TO AGREEMENT
BETWEEN THE HIGH COUNTRY COUNCIL OF GOVERNMENTS
AND WATAUGA COUNTY
FOR THE PROVISION OF GRANT MANAGEMENT ASSISTANCE
2009 SCATTERED SITE HOUSING REHABILITATION PROJECT**

WHEREAS, Watauga County (hereinafter the "Local Government") and the High Country Council of Governments (hereinafter called the "Planning Agency") entered into a contract (the "Agreement") on December 7, 2009 for grant management services pertaining to the Community Development Block Grant ("CDBG") 2009 Scattered Site Housing Rehabilitation Project; and

WHEREAS, the Local Government has received program income in the amount of \$19,335.36 from the sale of a home assisted in a prior Scattered Site project;

WHEREAS, the Local Government must expend this program income on CDBG approved activities during an open CDBG project;

WHEREAS, the Local Government has requested the Planning Agency to provide grant management assistance for the continuation of the project; and

WHEREAS, the parties desire to amend the Agreement to include compensation for the grant management assistance.

NOW, THEREFORE, the parties do mutually agree as follows:

- 1) The Local Government will pay the Planning Agency an amount for total grant administration not to exceed \$1,933.00 (one thousand nine hundred thirty-three dollars) for the satisfactory performance of all services related to the administration of the project. It is expressly understood that the total compensation shall not exceed the maximum sum specified without prior approval of both agencies.
- 2) The remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Amendment the _____ day of _____, 20_____.

For the Local Government
Watauga County

For the Planning Agency
High Country Council of Governments

By: _____
Chairman

By: _____
Executive Director

Attest

Attest

[Seal]

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AGENDA ITEM 8:**PLANNING AND INSPECTION MATTERS*****C. Proposed Contract for Brookshire Wetlands Project*****MANAGER'S COMMENTS:**

Attached is a proposed contract with Blue Ridge Development Group, LLC (BRDG) for development of a wetlands mitigation bank on the County's Brookshire property. The proposed contract would replace a similar one approved in February. The primary reason for a new contract is that the County was awarded a \$65,000 grant from NC Division of Water Resources to construct an unpaved greenway on the property. The grant requires a \$65,000 match, which the County planned to provide in-kind by utilizing Sanitation Department personnel and equipment to construct the greenway. Both the prior and proposed contracts with BRDG provide that BRDG will build the greenway in conjunction with the grading needed to construct the wetlands.

The new contract would provide for a paved greenway, constructed by BRDG. The County would use the grant funds for materials and/or paving, and BRDG's work would be the required grant match. In order for this to work, two (2) things must occur: 1) the Army Corps of Engineers must approve the wetlands plan, and 2) existing permits from the Town of Boone must be revised/reissued to reflect changes in the greenway location needed to accommodate the wetlands construction. There could be a cost to the County for this if the changed location will not yield a "no rise" (floodway) certification. In this case, the County would have to seek a flood map revision from FEMA, which could cost up to \$10,000. The expense would provide the County with a paved greenway and a wetlands area for \$10,000. Should the Corps of Engineers not approve option 1, BRDG will exercise its right to cancel the contract, and the County will then need to build the unpaved greenway using the grant funds and County in-kind match as originally planned.

The County Attorney has reviewed the contract and Board action is requested to approve the new contract as presented.

From: Joe Furman
Sent: Tuesday, June 12, 2012 4:41 PM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: wetland mitigation bank at Brookshire property
Attachments: Watauga County - Contract with Blue Ridge Development Group 6-9-12.docx

Deron,

Attached is a proposed contract with Blue Ridge Development Group, LLC (BRDG) for development of a wetlands mitigation bank on the County's Brookshire property. This proposed contract would replace a similar one approved in February. The primary reason for a new contract is that the County was awarded a \$65,000 grant from NC Division of Water Resources to construct an unpaved greenway on the property. The grant requires a \$65,000 match, which we planned to provide in-kind by utilizing Sanitation Department personnel and equipment to construct the greenway. Both the prior and proposed contracts with BRDG provide that BRDG will build the greenway in conjunction with the grading needed to construct the wetlands. The new contract would provide for a paved greenway, constructed by BRDG. The County would use the grant funds for materials and/or paving, and BRDG's work would be the required grant match. In order for this to work, two (2) things must occur: 1) the Army Corps of Engineers must approve the wetlands plan, and 2) existing permits from the Town of Boone must be revised/reissued to reflect changes in the greenway location needed to accommodate the wetlands construction. There could be a cost to the County for this if the changed location will not yield a "no rise" (floodway) certification. If that is the case, we will have to seek a flood map revision from FEMA, which could cost up to \$10,000. My view is that such an expense is well worth it, as we will end up with a paved greenway and a wetlands area for \$10,000. If #1, Corps of Engineers approval does not occur, BRDG will exercise its right to cancel the contract, and the County will then need to build the unpaved greenway using the grant funds and County in-kind match as originally planned. I request time for this on the June 19, 2012 Commissioners meeting agenda. Thanks.

Joe

Joseph A. Furman, AICP
Director, Watauga County Planning & Inspections and Economic Development
331 Queen Street, Suite A
Boone, NC 28607
(828) 265-8043
(828) 265-8080 (fax)
joe.furman@watgov.org

This instrument drawn by: Eggers, Eggers, Eggers and Eggers, PLLC,
Attorneys at Law, Boone, North Carolina 28607

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF WATAUGA

THIS AGREEMENT, made and entered into this the ____ day of _____, 2012, by and between Blue Ridge Development Group, LLC, (hereinafter referred to as “BRDG”), and Watauga County (hereinafter “the County”) is for the purpose of allowing BRDG to investigate and perform the establishment of a stream and wetland mitigation bank on property owned by Watauga County as more specifically set forth herein;

WHEREAS, Watauga County is a body politic and corporate of the State of North Carolina duly authorized to enter into contracts related to lands owned by Watauga County for the benefit of its citizens, protection of the natural environment, economic development, and for promoting the quality of life of the citizens of Watauga County; and

WHEREAS, BRDG is a land development firm with offices in Wilkesboro and West Jefferson, North Carolina; and

WHEREAS, Watauga County is the owner of certain tracts described below located on Brookshire Road in Watauga County, North Carolina; and

WHEREAS, BRDG is desirous of investigating whether certain areas of those tracts would be conducive to providing mitigation banks upon the property for the purpose of addressing the impact requirements of Section 10 of the Clear Water Act which may result from development of a tract of commercial property located on Old US 421 as identified in Book of Records 1577 at Page 113, Watauga County Registry; and

WHEREAS, in the event the results of this due diligence period are successful, the parties anticipate that they will review the requirements of a final contract and negotiate a future contract wherein BRDG would be responsible for design, permitting, and construction of an approximately eight foot wide and 3000 linear foot greenway trail upon the site of the County;

NOW THEREFORE, based upon the mutual covenants contained herein, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. BRDG shall be granted a due diligence period of up to and including November 1, 2012 to enter the property of Watauga County located on Brookshire Road as identified in Book of Records 729 at Page 445; Book of Records 1134 at Page 15; and Book of Records 1134 at Page 4, Watauga County Registry, and having respective tax identification numbers of 2921-00-6676-000, 2911-92-5136-000, and 2921-02-9838-000 for the purpose of investigating whether it is feasible to construct and establish compensatory stream and wetlands mitigation upon portions of the above described property.

2. During the term of this due diligence period, BRDG may conduct a bank prospectus, financial proforma, surveys, engineering, mitigation bank instruments, permitting, and public hearings associated with the regulatory, physical, and cultural/historic aspects of the property. All work product created shall be the property of BRDG. However, BRDG acknowledges that any information provided to Watauga County may be subject to disclosure pursuant the North Carolina public records laws.

3. BRDG shall use the due diligence period to obtain an opinion from the United States Army Corps of Engineers to determine whether the proposed project may be completed. In the event the United States Army Corps of Engineers states to BRDG, in writing by November 1, 2012, that the project is not approved, BRDG shall notify the County by this date of that decision and this contract shall become void. If such writing is not delivered, or BRDG intends to proceed with the project, it shall do so in accordance with the terms of this contract and the grant requirements related to the greenway expansion upon the property.

4. BRDG shall file the necessary paperwork with the Town of Boone to revise the permit application in this matter, and shall take all necessary steps to complete the permitting process. For purposes of this permit, BRDG shall act as the County's representative in all matters related to the permit application and approval.

5. In the event BRDG does not exercise its right to cancel this contract as set forth herein, it shall start construction on the project by April 16, 2013 and shall complete construction of the greeway no later than June 30, 2013.

6. It is understood and agreed by the parties that Watauga County is the recipient of a grant for \$65,000 for the construction of a greenway on this property. For this grant amount, BRDG shall construct this greenway in accordance with the grant requirements and shall ensure paving of the greenway to the satisfaction of the County, as well as ensuring an adequate foundation for the greenway to reasonably weather the climate and conditions of Watauga County.

7. BRDG shall act as the County's agent and representative in regards to the grant administration and compliance required by the State of North Carolina. In addition to acting as the County's agent, BRDG shall provide all funds and actions necessary to comply with the matching funds required in the award of the grant without any further financial consideration from the County except as expressly set forth herein.

8. BRDG shall use its best efforts to complete the project in such a manner that will result in a 'no-rise' certification from the State and Federal government so as to avoid the need for a flood map revision to this project. As part of this agreement, BRDG shall pay for and complete all engineering related to these requirements.

9. Nothing in this agreement shall be construed as an agreement to encumber the real property with any restrictions or to allow the actual construction of a stream and wetland mitigation project upon the property described above. In the event BRDG determines that it wishes to pursue the establishment of a stream and wetland mitigation bank upon this property, the County agrees to allow BRDG to present its proposal for action to the Watauga County Board of Commissioners for review and consideration as to full extent of this wetland area and whether the County wishes to engage in a contractual arrangement for compliance with a governmental stream and wetland mitigation project.

10. BRDG shall bear all costs and expenses associated with this agreement, except for fees assessed by the State of North Carolina resulting from any change in the flood map elevations. BRDG does not rely upon any

representations made by the County or any of its agents or officials as to the condition or status of the project. BRDG shall use its own best judgment in determining whether this site is suitable for their proposed project.

11. It is the responsibility of BRDG to complete this project as scheduled and time is of the essence in the performance of this agreement.

12. This Contract is entered into in Watauga County, North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. The parties hereby agree that Watauga County, North Carolina is an appropriate venue for the resolution of any disputes arising as a result of this contract. If a dispute arises out of or relates to the Contract which cannot be resolved informally between the parties, the parties agree to conduct pre-litigation mediation, consistent with the rules of Mediated Settlement Conferences for the Superior Court of North Carolina, prior to the filing of any suit arising out of this Contract.

13. BRDG will provide and maintain, at BRDG=s expense, such insurance as will protect BRDG and Watauga County from claims under the Workman=s Compensation Act and such comprehensive general liability insurance as will protect Watauga County and BRDG from all claims for bodily injury, death, or property damage which may arise from the performance of BRDG or by BRDG's employees during the course of BRDG's work upon the project in amounts of at least one million dollars (\$1,000,000.00) for general liability insurance per occurrence and workers compensation coverage of at least one hundred thousand dollars (\$100,000.00) per occurrence. BRDG shall

list Watauga County as an additional insured for the duration of this work.

Copies of these policies shall be provided the County Manager of Watauga County.

14. At all times relevant to this contract, BRDG shall maintain all necessary and relevant licensing it possesses at the time of execution of this contract.

15. BRDG agrees to indemnify and hold harmless Watauga County of any and all liability arising from any breach of contract or any other action related to, or incidental to, the performance of this contract.

16. Watauga County shall not be responsible for incidental or consequential damages as a result of any breach of this contract, or for any Acts of God, fire, riot, war, civil unrest, or impossibility beyond the control of the County.

17. In the event notices are to be sent to either party under this agreement, such notices will be sent to the following addresses by regular mail, with adequate postage attached thereto:

Watauga County
Attn: Deron Geouque
814 West King Street
Boone, NC 28604

Blue Ridge Development Group, LLC
Attn: Derek Goddard
1305 South Collegiate Avenue
Wilkesboro, NC 28697

18. Watauga County and BRDG each bind themselves, their successors, legal representatives and assigns to the other party to this agreement and to the successors, legal representatives and assigns of such other party in respect to all covenants of this agreement. Neither Watauga County nor BRDG shall assign, sublet or transfer its interest in this agreement without the written consent of the other.

19. This agreement represents the entire and integrated agreement, between Watauga County and BRDG and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written contract. To the extent anything contained in any other discussions or specifications conflicts with any provision of this contract, the terms of this contract shall control.

20. If any provision of this contract is unenforceable, invalid, or illegal, the remaining provisions will continue in full force and effect.

21. In the event that any incorporated documents conflict with the terms and conditions of this contract, the terms and conditions set forth in this document shall control.

IN WITNESS WHEREOF the Watauga County and Blue Ridge Development Group, LLC have executed this Agreement, the day and year first above written.

Watauga County

Blue Ridge Development Group, LLC

By: _____
Nathan A. Miller, Chairman

By: _____
Derek Goddard
Member/Manager

ATTEST:

By: _____
Anita Fogle, Clerk to the Board

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AGENDA ITEM 9:

PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT

A. Proposed Changes to Fire District Boundaries

MANAGER'S COMMENTS:

A public hearing has been scheduled to allow citizen comments on consideration of extending the Boone Fire Protection Service District and transfers of property from the Stewart Simmons Fire District to the Deep Gap Fire District, property from Meat Camp Fire District to Deep Gap Fire District, and property from Deep Gap Fire District to Meat Camp Fire District. Maps have been included detailing the changes.

The changes to Meat Camp and Deep Gap Fire Districts assume the Board will approve Meat Camp's request to increase their tax rate to \$0.05.

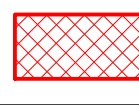
Board action is requested to approve the enclosed resolution authorizing the extension of the Boone Fire Protection Service District and the transfers of property within the referenced Fire Districts.

Anita.Fogle

From: Joe Furman
Sent: Monday, June 11, 2012 3:41 PM
To: Deron.Geouque
Cc: Anita.Fogle
Subject: Information for Fire District boundary changes 6-19-12 hearing
Attachments: Stewart_Simmons_to_Boone_Fire.pdf; Stewart_Simmons_to_Deep_Gap.pdf; Meat Camp to Deep Gap.bmp; Deep Gap to Meat Camp.bmp; Report on Extension of Boundaries of Service District for Fire Protection 2012.docx; Mailing certification.pdf

Deron,
Attached are maps and other relevant information for the four (4) proposed fire district boundary changes. I also have in my possession the requests for these changes as required by NCGS 153A-303 and NCGS 69-25.11. The Commissioners are requested to make the changes effective for fiscal year 2012-13. Meat Camp/Deep Gap changes assume that the requested \$.05 tax rate requested for Meat Camp will be approved. Thank you.
Joe

Joseph A. Furman, AICP
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(828) 265-8043
(828) 265-8080 (fax)
joe.furman@watgov.org

 Stewart Simmons to Deep Gap

PIN: 2951-20-5173-000
Name: MILLER, NATHAN ARTHUR
Tax District: F05

PIN: 2950-29-4714-000
Name: HAINES, DONALD D,HAINES, RUTH
Tax District: F05

PIN: 2950-29-2999-000
Name: CARROLL, STERLING CLAYTON
Tax District: F05

PIN: 2950-29-2433-000
Name: HAINES, DONALD D,HAINES, RUTH
Tax District: F05

PIN: 2950-29-0436-000
Name: CARROLL, STERLING AND LOIS
Tax District: F05

PIN: 2950-28-6998-000
Name: CARROLL, STERLING
Tax District: F05

PIN: 2950-29-0053-000
Name: CARROLL, STERLING CLAYTON
Tax District: F05

PIN: 2950-28-7565-000
Name: MILLER, CURTIS
Tax District: F05

PIN: 2950-28-0129-000
Name: CARROLL, STERLING
Tax District: F05

PIN: 2950-37-0598-000
Name: BAKER, DAVID G,BAKER, CAROL W
Tax District: F05

PIN: 2950-37-2167-000
Name: MIKE AUSTIN ENTERPRISES INC
Tax District: F05

PIN: 2950-37-1394-000
Name: BAKER, DAVID G,BAKER, CAROL W
Tax District: F05

PIN: 2950-37-3090-000
Name: AUSTIN, MICHAEL KEVIN,AUSTIN, ANGELA JUNE
Tax District: F05

PIN: 2950-36-5865-000
Name: AUSTIN, MICHAEL KEVIN,AUSTIN, ANGELA JUNE
Tax District: F05

PIN: 2950-54-7438-000
Name: POTTER, WAYNE D AND RETA
Tax District: F05

PIN: 2950-54-6327-000
Name: POTTER, WAYNE D AND RETA
Tax District: F05

PIN: 2930-76-6074-000
Name: BROWN, ALVIN BLAKE,BROWN, ANN FULP
Tax District: F05

PIN: 2869-19-5411-000
Name: SCHLIEDER, RODRIC A,SCHLIEDER, DEBORAH S
Tax District: F05

PIN: 2869-19-8297-000
Name: SHEAFF, SHANE HAMPTON, SHEAFF, TIFFANY S
Tax District: F05

PIN: 2869-28-2791-000
Name: RIEGER, MICHAEL F,STULL, GARY AND PATRICIA
Tax District: F05

PIN: 2869-18-3884-000
Name: JOHNSTON, MITCHELL,JOHNSTON, LAURA B
Tax District: F05

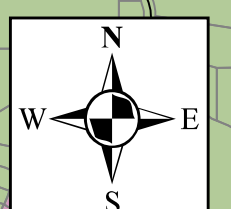
PIN: 2869-18-7276-000
Name: SHELLEY, LINDA R.
Tax District: F05

PIN: 2869-17-7819-000
Name: MORETZ, EDDIE T,MORETZ, JUDY P
Tax District: F05

PIN: 2869-26-8603-000
Name: TAYLOR, JAMES ROY,TAYLOR, SUSAN
Tax District: F05

PIN: 2869-26-1198-000
Name: MORETZ, EDDIE T
Tax District: F05

PIN: 2869-35-5563-000
Name: ROSS, GARY
Tax District: F05



Not To Scale

PIN: 2839-77-5756-000
Address: 427 WHIPPOORWILL LN
Name: DERRICK, DREW
Tax District: F05

PIN: 2839-95-0791-000
Name: DOUGLAS M RUDERSDORF REVOCABLE LIVING T
Tax District: F05

PIN: 2839-85-9851-000
Name: DOUGLAS M RUDERSDORF REVOCABLE LIVING T
Tax District: F05

PIN: 2839-85-7940-000
Address: 2077 LITTLE LAUREL RD
Name: GRIFFITH, MARK A, GRIFFITH, PATRICIAA
Tax District: F05

PIN: 2839-95-2654-000
Name: DOUGLAS M RUDERSDORF REVOCABLE LIVING T
Tax District: F05

PIN: 2839-95-4502-000
Name: DOUGLAS M RUDERSDORF REVOCABLE LIVING T
Tax District: F05

PIN: 2839-95-5414-000
Name: BARR, ROBERT R
Tax District: F05

PIN: 2839-95-6324-000
Name: DOUGLAS M RUDERSDORF REVOCABLE LIVING T
Tax District: F05

PIN: 2839-95-8242-000
Name: DOUGLAS M RUDERSDORF REVOCABLE LIVING T
Tax District: F05

PIN: 2849-05-0064-000
Name: DOUGLAS M RUDERSDORF REVOCABLE LIVING T
Tax District: F05

PIN: 2849-04-2962-000
Name: DOUGLAS M RUDERSDORF REVOCABLE LIVING T
Tax District: F05

PIN: 2849-04-3737-000
Name: DOUGLAS M RUDERSDORF REVOCABLE LIVING T
Tax District: F05

PIN: 2849-04-7464-000
Address: 2500 LAUREL RD
Name: BARRETT, PATRICK J, PALMS, MARGARET A
Tax District: F05

PIN: 2849-06-2043-000
Name: LITTLE LAUREL DEVELOPERS INC
Tax District: F05

PIN: 2849-04-5944-000
Name: EQUITY TRUST CO., DOUGLAS M RUDERSDORF IRA
Tax District: F05

FAWN DR

AURORA

LITTLE LAUREL RD

SUNRISE VALLEY DR



Not To Scale



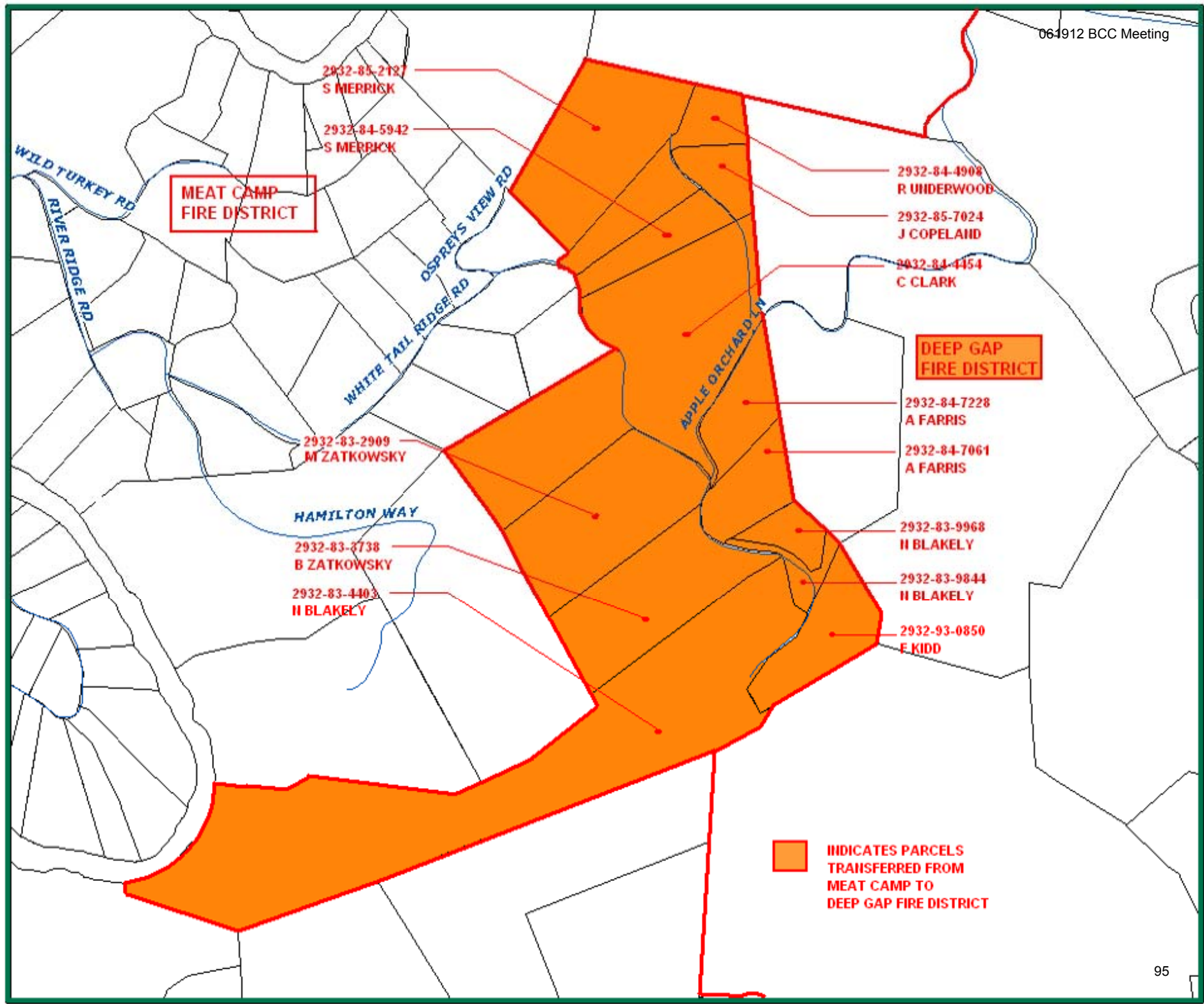
- Legend**
- Parcel
 - Water
 - Wetland
 - Forested Private LSP
 - Non-Forested Private LSP
 - Forested Public LSP
 - Non-Forested Public LSP
 - Wetland
 - Water
 - Wetland
 - Water
 - Wetland



Watauga County
342 West Eddy Street
Boone, NC 28607
www.wataugacounty.org

Disclaimer:
This map is prepared for the inventory of real property based on the best prediction, and is compiled from recorded deeds, plats, and other public records and data. Users of this map are hereby notified that the information and public primary information sources should be consulted for verification of the information contained on this map. The County assumes no legal responsibility for the information contained on this map.

1 inch = 400 feet



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AGENDA ITEM 9:

PUBLIC HEARINGS TO ALLOW CITIZEN COMMENT

B. Proposed Rural Operating Assistance Program (ROAP) Grant Application for Transportation Services

MANAGER’S COMMENTS:

A public hearing has been scheduled to allow citizen comment on Watauga County's Rural Operating Assistance Program (ROAP) application. County governments are the only eligible applicants for ROAP funds. All counties must submit an annual application to receive these funds. Mr. Mike Norwood, AppalCART Finance Officer, will be present to answer questions.

Board action is requested to authorize the submission of the Rural Operating Assistance Program Grant Application.

Application for Transportation Operating Assistance

FY2013 Rural Operating Assistance Program Funds

Name of Applicant (County)	Watauga
County Manager	Deron Geouque
County Manager's Email Address	Deron.Geouque@watgov.org
County Finance Officer	Margaret Pierce
CFO's Email Address	Margaret.Pierce@watgov.org
CFO's Phone Number	828-265-8007
Person Completing this Application	Chris Turner
Person's Job Title	Transportation Director
Person's Email Address	Director@appalcart.com
Person's Phone Number	828-264-2280
Community Transportation System	AppalCART
Name of Transit Contact Person	Chris Turner
Transit Contact Person's Email Address	Director@appalcart.com

Application Completed by:  Date: 5/24/12
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines.

County Manager: _____ Date: _____
Signature

County Finance Officer: _____ Date: _____
Signature

Application Instructions

County officials should read the ROAP Program State Management Plan which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If needed, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-PTD Mobility Development Specialist assigned to the area served by the transit system.

CERTIFIED STATEMENT
FY 2013
RURAL OPERATING ASSISTANCE PROGRAM
 County of Watauga

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips and for other transportation services for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CTSP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipient of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP application. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips and transportation services provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2012 to June 30, 2013 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Watauga North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips and services for five years that prove that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips and transportation services provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2013 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips, services and expenditures in semi-annual reports to NCDOT – Public Transportation Division or its designee.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY 2013 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly & Disabled Transportation Assistance Program (EDTAP)		
Employment Transportation Assistance Program (EMPL)		
Rural General Public Program (RGP)		
TOTAL		

WITNESS my hand and county seal, this ____ day of _____, 20____.

Signature of Board of County Manager/Administrator

Signature of Board of County Commissioners Chairperson

Printed Name of County Manager/Administrator

Printed Name of Chairperson

State of North Carolina County of

County Seal Here

Signature of County Finance Officer

Printed Name of County Finance Officer

Important – A public hearing MUST be conducted whether or not requested by the Public.

ROAP PUBLIC HEARING RECORD

Date Public Notice was published: June 6, 2012

APPLICANT: Watauga County

DATE: June 19, 2012

PLACE: Commissioners Meeting Room

TIME: 6:00 PM

How many COMMISSIONERS attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

I, the undersigned, representing (Legal Name of Applicant) Watauga County do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

(NO public comments)

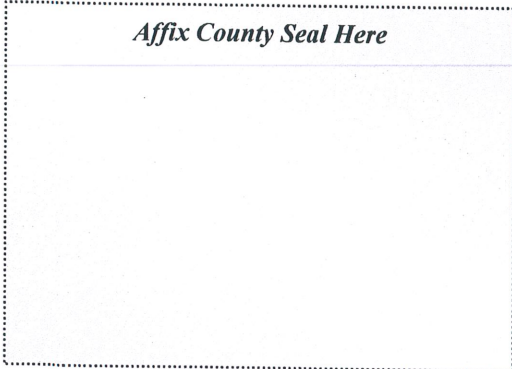
(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is: _____

Signature of Clerk to the Board

Printed Name and Title

Date



COUNTIES	Formula Funds	Add'l Funds	EDTAP Program	Formula Funds	Add'l Funds	EMPL Program	Formula Funds	Add'l Funds	RGP Program	2013 TOTAL	Compare to 2012
Warren	\$38,668	\$13,572	\$52,240	\$11,784	\$0	\$11,784	\$34,699	\$20,614	\$55,313	\$119,337	\$114,014
Washington	\$35,978	\$12,628	\$48,606	\$13,253	\$0	\$13,253	\$31,638	\$18,795	\$50,433	\$112,292	\$108,825
Watauga	\$43,011	\$15,096	\$58,107	\$11,384	\$0	\$11,384	\$40,056	\$23,797	\$63,853	\$133,344	\$131,048
Wayne	\$66,338	\$23,284	\$89,622	\$33,827	\$0	\$33,827	\$61,739	\$36,677	\$98,416	\$221,865	\$206,220
Wilkes	\$54,050	\$18,971	\$73,021	\$41,976	\$0	\$41,976	\$54,851	\$32,566	\$87,437	\$202,434	\$198,836
Wilson	\$58,389	\$20,494	\$78,883	\$19,799	\$0	\$19,799	\$39,291	\$23,342	\$62,633	\$161,315	\$184,417
Yadkin	\$43,019	\$15,099	\$58,118	\$11,517	\$0	\$11,517	\$42,097	\$25,009	\$67,106	\$136,741	\$130,545
Yancey	\$37,769	\$13,257	\$51,026	\$6,708	\$0	\$6,708	\$33,424	\$19,856	\$53,280	\$111,014	\$107,025
TOTALS	\$5,698,259	\$2,000,000	\$7,698,259	\$2,968,542	\$0	\$2,968,542	\$5,101,451	\$3,030,656	\$8,132,107	\$18,798,908	\$18,421,393

12-13 Allocations

FY2013 ROAP Program Schedule

Application Deadline	June 20, 2012
Proposed First Disbursement (25%)	August 15, 2012
Proposed Second Disbursement (75%)	September 28, 2012

County’s Management of ROAP Funds

All counties are eligible to receive Rural Operating Assistance Program (ROAP) funding from the State of North Carolina. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process.
- ROAP funds are expended on eligible activities only.
- Supporting documentation of expenditures is maintained.
- Service recipients meet eligibility requirements and their eligibility is documented.
- Trips and services funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips, services and expenditures is provided in a semi-annual report to NCDOT.
- ROAP funds received and expended are included in the local annual audit.

Transportation Needs and Public Involvement in Funding Decisions	Yes or No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the community transit system, to recommend how the ROAP funds should be sub-allocated?	yes
B. In addition to the public hearing notice and the public hearing, were other outreach efforts conducted to inform the public about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided to sub-allocate the ROAP funds?	yes
C. Does the federally funded Community Transportation System operating in the county have a Community Transportation Service Plan (CTSP) or Community Transportation Improvement Plan (CTIP) that was developed in the last five years or being completed at this time? <i>Date of the plan: March 2011</i>	yes
D. Does your county have a Coordinated Public Transit-Human Services Transportation Plan (LCP) that provides a list of unmet transportation needs and/or gaps in transportation services? <i>Date of the plan: March 2010</i>	yes
E. Does the county have other transportation plans that address public transportation needs?	yes
If yes, list and describe these plans. Watauga County Master Plan	
F. How did the county decide who would receive the ROAP funds? List the names of anyone who participated in the decision to suballocate the ROAP funds and their role in the community. The County has an advisory committee consisting of Margaret Pierce, County Finance Officer; Chris Turner, Transportation Director AppalCART; Angie Boitnotte, Director, Project on Aging; Jim Atkinson and Kedith England DSS; Michael Maybee, Executive Director Watauga Opportunities	
G. How did the county decide on the amount of ROAP funds to sub-allocate to a subrecipient? Relied on the ROAP advisory committee	

Financial Management of ROAP Funds	Yes or No
H. Does the county disburse/allocate ROAP funds to any county governmental departments?	yes
Financial Management of ROAP Funds (con't)	Yes or No
I. If yes, how does the county account for these funds within the county's accounting system? Special account numbers are assigned by the Finance Officer	
J. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	no
K. If yes, does the county have a written agreement with these agencies that addresses the proper use and accountability of these funds? <i>(Include a sample agreement with application)</i>	
L. ROAP funds cannot be used instead of using the existing transportation funding an agency or organization receives from any other funding source. If any of the departments, agencies or organizations receiving ROAP funding from the county get transportation funding from other Federal, State or Local funding sources, list those funding programs: medicaid, title III nutrition	
M. Do any subrecipients receive ROAP funds before any transportation services or trips are provided, and refund the unused portion at the end of the period of performance?	no
N. Are ROAP funds being deposited in an interest bearing account?	no
If no, then why aren't ROAP funds deposited in an interest bearing account? The funds are usually spent prior to receipt so they just go into the checking account.	
O. What does the county do with the interest from the ROAP funds? n/a	
P. Does the county provide any local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?	yes
Q. Is supporting documentation maintained for all ROAP grant financial transactions for five years? IMPORTANT: Yes is the only correct answer.	yes
Monitoring and Oversight Responsibilities	Yes or No
R. The Finance Officer OR the Executive Director of an eligible transportation authority will be responsible for the oversight and evaluation of the transportation services provided with the ROAP funding? IMPORTANT: Yes is the only correct answer.	yes
S. Does the county require the subrecipients of ROAP funds to provide progress reports and statistical data about the services and trips provided with ROAP funds?	yes
T. If progress reports and/or operating statistical reports are required by the county, how frequently are these provided to the county for evaluation? monthly	
U. Does the county require the subrecipients of ROAP funds to use the transportation services of the federally funded Community Transit System operating in the county?	yes
V. Are subrecipients of ROAP funds coordinating transportation services with other subrecipients in the county therefore reducing any duplication of effort?	yes

Accountability to North Carolina Taxpayers	Yes or No
W. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	yes
Accountability to North Carolina Taxpayers (con't)	Yes or No
X. Is the county prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at the specified cost?	yes
Y. A semi-annual ROAP Report must be completed and sent to NCDOT. Who will be designated to complete these reports in FY2013? (<i>name, title, employer</i>) Margaret Pierce, County Finance Officer, Watauga County	

Elderly and Disabled Transportation Assistance Program

The Elderly and Disabled Transportation Assistance Program (EDTAP), originally enacted by legislation in the 1989 Session of the North Carolina General Assembly (Article 2B, 136-44.27), provides operating assistance funds for the transportation of the state’s elderly and disabled citizens. This transportation assistance allows the elderly and disabled to reside for a longer period in their homes, thereby enhancing their quality of life.

Elderly and Disabled Transportation Assistance Program Questions	Yes or No
A. What will be the purposes of the transportation services provided with EDTAP funds? (<i>Check all that apply</i>) <input checked="" type="checkbox"/> Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking <input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input checked="" type="checkbox"/> Transportation to workplace <input type="checkbox"/> Group field trips/tours to community special events (Federal charter regulations apply to transit.) <input type="checkbox"/> Overnight trips to out-of-county destinations (Federal charter regulations apply to transit) <input checked="" type="checkbox"/> Human service agency appointments	
B. How will the transportation service be provided? (<i>Check all that apply</i>) <input checked="" type="checkbox"/> Public Transportation System <input checked="" type="checkbox"/> Private Provider <input type="checkbox"/> Taxi Service <input checked="" type="checkbox"/> Agency Staff Driver <input type="checkbox"/> Volunteer Driver	
C. Are any of the EDTAP services you are funding, listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? <i>See these page numbers in the plan:</i> Plan Title:	no ^c
D. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EDTAP funds?	no
If yes, does the county dictate which agencies and organizations will receive transportation services with any of the EDTAP funds the transit system receives?	
Can the Community Transit System use any of the EDTAP funds it receives to provide transportation for elderly and disabled citizens of the county who do not have a human service agency or organization to pay for the service?	

If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the services the transit system is providing for the elderly and disabled? <i>See these page numbers in the plan: 2-23</i> Plan Title: AppalCART CTSP	yes
Elderly and Disabled Transportation Assistance Program Questions (con't)	Yes or No
Does the CTSP recommend any new EDTAP funded services for FY2013? <i>See these page numbers in the plan: ES-9</i> Plan Title: AppalCART CTSP	yes
E. Will any of the subrecipients use their EDTAP sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance only.</i>) 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	no
F. Will any of the subrecipients of EDTAP funds charge a fare for an EDTAP funded trip?	no
If yes, how much will the fare be?	
If yes, how will the fare revenue be used?	
G. Do any of the subrecipients of EDTAP funds restrict EDTAP funded services based on the origin, timing or destination of the trip?	yes
H. Is there a process or policy for determining when it is appropriate to transfer EDTAP funds from one sub-recipient to another to prevent there being unspent funds at the end of the period of performance?	yes
I. EDTAP funded services are expected to be provided throughout the entire year. If the EDTAP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	no

Employment Transportation Assistance Program

The Employment Transportation Assistance Program (EMPL) is intended to help DSS clients that transitioned off Work First or TANF in the last 12 months, Workforce Development Program participants and/or the general public to travel to work, employment training and/or other employment related destinations.

Employment Transportation Program Questions	Yes or No
A. What will be the purposes of the transportation services provided with EMPL funds? (<i>Check all that apply</i>) <input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input checked="" type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.) <input checked="" type="checkbox"/> Child(ren) of working parent transported to Child Care	
B. How will the transportation service be provided? (<i>Check all that apply</i>) <input checked="" type="checkbox"/> Public Transportation System <input type="checkbox"/> Private Provider <input type="checkbox"/> Taxi Service <input type="checkbox"/> Agency Staff Driver <input type="checkbox"/> Volunteer Driver	

C. Describe the eligibility criteria to be used in this county to determine who will be provided EMPL funded trips. The employment funds are used to fund a bus route which has many job sites, training sites, and the DSS Office.	
Employment Transportation Program Questions (con't)	Yes or No
D. Are any of the EMPL services you are funding, listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? <i>See these page numbers in the plan:</i> <i>Plan title:</i>	no
E. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EMPL funds?	yes
If yes, does the county dictate which agencies and organizations will receive transportation services with any of the EMPL funds the transit system receives?	no
Can the Community Transit System use any of the EMPL funds it receives to provide transportation for citizens in the county who need transportation to a job or employment related destination and who do not have a human service agency or organization to pay for the service?	yes
If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the services the transit system is providing for the employed or unemployed? <i>See these page numbers in the plan:</i> <i>Plan title:</i>	yes
Does the CTSP recommend any new EMPL funded services for FY2013? <i>See these page numbers in the plan:</i> <i>Plan title:</i>	no
F. Will any of the subrecipients of EMPL funds charge a fare for an EMPL funded trip?	no
If yes, how much will the fare be?	
If yes, how will the fare revenue be used?	
G. Do any of the subrecipients of EMPL funds restrict EMPL funded services based on the origin, timing or destination of the trip?	no
H. Is there a process or policy for determining when it is appropriate to transfer funds from one sub-recipient to another to prevent there being unspent funds at the end of the period of performance?	yes
I. Has the county transferred any EMPL funds to EDTAP or RGP in the last two years?	no
J. Will any of the subrecipients use their EMPL sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance only.</i>) 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	no
K. EMPL funded services are expected to be provided throughout the entire year. If the EMPL funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	no

Rural General Public Program

The Rural General Public Program assistance funds are intended to provide transportation services for individuals from the county who are not receiving transportation benefits from human service agencies or organizations. The county, in consultation with the Community Transportation System, must determine the RGP services to be provided with the formula RGP funds.

Rural General Public Transportation Program Questions	Yes or No
<p>A. What will be the trip purposes of the transportation services provided with RGP funds? <i>(Check all that apply)</i></p> <p><input checked="" type="checkbox"/> Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking</p> <p><input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes</p> <p><input checked="" type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.)</p> <p><input checked="" type="checkbox"/> Child(ren) of working parent transported to child care</p> <p><input type="checkbox"/> Group field trips/tours to community special events (Federal charter regulations apply to transit.)</p> <p><input type="checkbox"/> Overnight trips to out-of-county destinations (Federal charter regulations apply to transit.)</p> <p><input checked="" type="checkbox"/> Human service agency appointments</p>	
<p>B. How will the transportation service be provided? <i>(Check all that apply)</i></p> <p><input checked="" type="checkbox"/> Public Transportation System</p> <p><input type="checkbox"/> Private Provider</p> <p><input type="checkbox"/> Taxi Service</p> <p><input type="checkbox"/> Volunteer Driver</p>	
<p>C. Are any of the RGP funded services the transit system will provide listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? <i>See these page numbers in the plan:</i> <i>Plan title:</i></p>	no
<p>D. If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the general public services the transit system does in the county for citizens who need transportation but don't have a human service agency or organization to pay for the service? <i>See these page numbers in the plan: 2-26</i> <i>Plan title:</i></p>	yes
<p>E. Does the CTSP recommend any new RGP funded services for FY2013? <i>See these page numbers in the plan: ES-6</i> <i>Plan title: AppalCART CTSP</i></p>	yes
<p>F. Will RGP services be provided to citizens who need transportation but don't have a human service agency or organization to pay for the service?</p>	yes
<p>G. Will any of the RGP funded services be restricted based on origin, timing or destination of the trip to control the expenditure of funds overtime?</p>	yes
<p>H. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transit System use fare revenue to generate the local 10% match requirement for RGP funds?</p>	yes
<p>If yes, how much will the fare be? \$.50 to \$2.00</p>	
<p>If yes, how will the fare revenue be used? To provide the local share</p>	

If no, describe the source of the required matching funds?	
Rural General Public Transportation Program Questions (con't)	Yes or No
I. Will RGP funded trips be coordinated with human service agency trips?	yes
J. How will the Community Transit System market the proposed RGP funded services? AppalCART publishes the rural route schedule in its sytem brochure and pays to have the brochures distributed to over 75 locations. It also mentions rural routes in radio and tv spots.	
K. Will the Community Transit System use any of their RGP sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance only</i>) 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	no
L. Is any part of the county in an urbanized area according to the 2000 census?	no
M. RGP funded services are expected to be provided throughout the entire year. If the RGP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	no

FY2013 ROAP Sub-Allocation Worksheet

Agencies Receiving Sub-Allocations	Elderly and Disabled Transportation Assistance Program		Employment Transportation Assistance Program		Rural General Public Transportation	
	Proposed		Proposed		Proposed	
	Amount of request to be suballocated	Number of One Way Passenger Trips	Amount of request to be suballocated	Number of One Way Passenger Trips	Amount of request to be suballocated	Number of One Way Passenger Trips
Project on Aging	\$23,000	2,300	\$0		\$0	
Watauga Opportunities	\$12,000	1,200	\$0		\$0	
Social Services	\$23,107	2,310	\$0		\$0	
AppalCART	\$0		\$11,384	1,138	\$63,853	6,385
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
	\$0		\$0		\$0	
TOTAL AMOUNT	\$58,107	5,810	\$11,384	1,138	\$63,853	6,385

Agencies Receiving Sub-Allocations	EDTAP	EMPL	RGF
	Avg Cost of Trip	Avg Cost of Trip	Avg Cost of Serv
Project on Aging	\$10.00	\$10.00	\$10.00
Watauga Opportunities	\$10.00	\$10.00	\$10.00
Social Services	\$10.00	\$10.00	\$10.00
AppalCART	\$10.00	\$10.00	\$10.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00
0	\$0.00	\$0.00	\$0.00

Watauga

Name of Applicant (County)

Signature - MDS Reviewer

Public Hearing Notice

This is to inform the public of the opportunity to attend a public hearing on the proposed Rural Operating Assistance Program (ROAP) application to be submitted to the North Carolina Department of Transportation no later than **(June 20, 2012)** by the county of Watauga. The public hearing will be held on **June 19, 2012** at **6:00 PM** at the Watauga County Administration building at 814 West King Street, Boone, NC. Watauga County will provide auxiliary aids and services under the ADA for disabled persons who wish to participate in the hearing. Anyone requiring special services should contact Chris Turner (**Transportation Director**) as soon as possible so that arrangements can be made.

The programs included in the Rural Operating Assistance Program application are:

1. Elderly & Disabled Transportation Assistance (EDTAP) Program provides operating assistance for the public transportation of elderly and disabled citizens.
2. Employment Transportation Assistance Program provides operating assistance for the public transportation of persons with employment related transportation needs.
3. Rural General Public (RGP) Program provides operating assistance for the public transportation of persons living in non-urban areas of the county.

The period of performance for Rural Operating Assistance Program funds is July 1, 2012 through June 30, 2013. The FY2013 individual program totals are:

PROGRAM	TOTAL
EDTAP	\$58,107
EMPL	\$11,384
RGP	\$63,853
TOTAL	\$133,334

This application may be inspected at the **Watauga County Administrative Building as listed above, during the hours of 9:00 AM to 5:00 PM.** Written comments should be directed to Chris Turner (**Transportation Director, AppalCART, PO Box 2357, Boone, NC 28607, before June 15, 2012.**

Note: The public hearing notices must be published at least once, not less than seven (7) days and not more than fourteen (14) days before the scheduled public hearing. This notice must be published in Spanish if the county has 1000 or more persons that speak Spanish at home, and have limited English proficiency. A list is provided in Appendix B of the ROAP State Management Plan. An original copy of the published Public Hearing Notice must be attached to a signed Affidavit of Publication. Both the Public Hearing Notice and the Affidavit of Publication must be submitted with the Rural Operating Assistance Program application.

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AGENDA ITEM 10:

PARKS AND RECREATION PROPOSED APPALCART CONTRACT RENEWAL

MANAGER'S COMMENTS:

Mr. Poulos will present the proposed AppalCART contract for transportation services for FY 2013. The rates charged are \$1.25 per vehicle mile, an increase of \$0.15, and \$14.68 per vehicle service hour, an increase of \$0.20.

Board action is requested for approval.

Transportation Agreement

This Agreement, effective this 1st day of July 2012, by and between AppalCART and

Agency Name: Parks And Recreation

Contact Person: Sharon Greer

Address: 231 Complex Drive, Boone, NC 28607

Phone: 828-264-9512

Fax: 828-264-9523

Email: sharon.greer@ncmail.net

Rate Per Mile: 1.25

Rate Per Hour: 14.68

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of July 2012 by and between AppalCART and

PARKS AND RECREATION

hereinafter referred to as Parks And Recreation

NOW, THEREFORE,

in consideration of the mutual covenants set forth herein, the AppalCART and Parks And Recreation 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 Parks And Recreation

Section 2 Adoption of Required Provisions

This Agreement incorporates the required provisions of the North Carolina Department of Transportation AppalCART Agreement under Project Number 13-CT-007 and subsequent agreements between the North Carolina Department of Transportation and AppalCART

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 Parks And Recreation as may be mutually agreed upon.
- [b] Parks And Recreation 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-473-12 Changes will be reported to: Parks And Recreation
- [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 Division or the 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 2012 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 13-CT-007
- [b] Unit Rate. By mutual agreement, the unit rate of said service shall be 1.25 per vehicle mile and 14.68 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 Parks And Recreation on a monthly basis, payment terms are thirty [30]days net.
- [d] Cost Documentation. All costs charged to Parks And Recreation 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: Parks And Recreation 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: Parks And Recreation

11. Reporting, Invoicing, Etc.:

[a] AppalCART Will use the billing codes specified by Parks And Recreation 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 Parks And Recreation 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 wirtten

By:

Nathan A Miller
Watauga County Commissioners Chair

Attest:

To The County Commissioners
Clerk

By:

Jerry C Moretz
AppalCART Board Chair

Attest:

Joanna Wilcox
Clerk to the AppalCART Board

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AGENDA ITEM 11:

PROJECT ON AGING MATTERS

A. Proposed AppalCART Contract Renewal

MANAGER'S COMMENTS:

Ms. Boitnotte, Director of the Project on Aging, will present the proposed AppalCART contract for transportation services for FY 2013. The rates charged are \$0.75 per vehicle mile, an increase of \$0.06 per mile, and \$13.29 per vehicle service hour, an increase of \$0.20 per hour.



Watauga County Project on Aging

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

Telephone 828-265-8090 Fax 828-264-2060 TDD 1-800-735-2962 Voice 1-800-735-8262

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: June 8, 2012

SUBJ: Request for Board of Commissioners' Consideration – FY 2013 AppalCART Contract Renewal

Each year, the Project on Aging renews the contract with AppalCART to provide transportation services to adults 60 and older in the County. The contract amounts for FY13 are \$13.29 per hour, an increase of \$.20 per hour, and \$.75 per mile, an increase of \$.06 per mile.

Funds to cover the contracted amounts are included in the agency's requested FY 2013 budget.

Thank you for your consideration.

Enclosures

Transportation Agreement

This Agreement, effective this 1st day of July 2012, 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: 0.75

Rate Per Hour: 13.29

NORTH CAROLINA

AGREEMENT

WATAUGA COUNTY

THIS AGREEMENT, effective this 1st day of July 2012 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 13-CT-007 and subsequent agreements between the North Carolina Department of Transportation and AppalCART

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 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 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-473-12 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 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 Division or the 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 2012 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 13-CT-007

[b] Unit Rate. By mutual agreement, the unit rate of said service shall be 0.75 per vehicle mile and 13.29 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.

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 wirtten

By:

Nathan A Miller
Watauga County Commissioners Chair

Attest:

To The County Commissioners
Clerk

By:

Jerry C Moretz
AppalCART Board Chair

Attest:

Joanna Wilcox
Clerk to the AppalCART Board

AGENDA ITEM 11:

PROJECT ON AGING MATTERS

B. FY 2013 Home and Community Care Block Grant (H&CCBG) Allocation Request

MANAGER'S COMMENTS:

Ms. Angie Boitnotte will recommend accepting \$261,640 in Home and Community Care Block Grant (H&CCBG) funds for FY 2013. The required local match is \$28,671 and will be present with the adoption of the Project on Aging's FY 2013 budget. The allocation is as detailed in Ms. Boitnotte's memo.

Board approval is requested.



Watauga County Project on Aging

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

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

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

MEMORANDUM

TO: Deron Geouque, County Manager

FROM: Angie Boitnotte, Director

DATE: June 8, 2012

SUBJ: Request for Board of County Commissioners' Consideration: Allocation of FY2013 Home and Community Care Block Grant funds

The Home and Community Care Block Grant (HCCBG) allocation for FY2013 has not yet been received from the Division of Aging and Adult Services. Counties were advised to use the current FY 2012 allocation in preparing our HCCBG budgets for FY2013. Based on FY2012 figures, Watauga County is projected to receive \$261,640, which requires \$28,671 in local match. The Advisory Committee made the following recommendations for the projected allocation:

HCCBG Service	HCCBG	Match
In-Home Aide	\$120,679	\$13,409
Congregate Meals	\$43,795	\$4,866
Home Delivered Meals	\$80,767	\$8,974
Transportation	\$12,798	\$1,422

The Title III-D funds, which include Health Screening and Medication Management funds, must be used for Evidence Based Health Promotion classes for FY 2013. These funds will remain at the Area Agency on Aging to support EBHP programs across the region. The Family Caregiver Support Program funds (Respite II) have been reduced by 10%.

Non-HCCBG Service	Non-HCCBG	Match
Family Caregiver Respite II	\$3,601	\$0

Upon approval, these funds will become part of the Project on Aging FY 2013 budget.

I plan to be present for discussion or questions.

cc: Karin Bare, Administrative Assistant II

NAME AND ADDRESS COMMUNITY SERVICE PROVIDER Watauga County Project on Aging 132 Poplar Grove Connector, Suite A Boone, NC 28607	Home and Community Care Block Grant for Older Adults County Funding Plan Provider Services Summary	DOA-732 (Rev. 2/12) County: Watauga July 1, 2012 through June 30, 2013 REVISION # , DATE:
--	---	--

Services	Ser. Delivery		A				B	C	D	E	F	G	H	I
	(Check One)		Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	HCCBG Units	Reimburse. Rate	HCCBG Clients	Total Units
In-Home Aide I	X			96,543		//////////	10,727	107,270	0	107,270	5,932	18.0833	170	20,520
In-Home Aide II	X			24,136		//////////	2,682	26,818	0	26,818	1,483	18.0836	25	5,130
Congregate Meals	X				43,795	//////////	4,866	48,661	10,000	58,661	8,085	6.0187	475	19,500
Home Delivered Meals	X				80,767	//////////	8,974	89,741	15,000	104,741	14,701	6.1044	200	32,000
Transportation		X	12,798			//////////	1,422	14,220	0	14,220	3,125	4.5504	30	8,090
						//////////								
						//////////								
						//////////								
						//////////								
Total	//////////	//////////	12798	120,679	124,562	258,039	28,671	286,710	25,000	311,710	33,326	//////////	900	85,240

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

	ADC	ADHC	
Daily Care	_____	_____	Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.
Transportation	_____	_____	
Administrative	_____	_____	
Net Ser. Cost Total	_____	_____	

_____ Signature, County Finance Officer Date	_____ Authorized Signature, Title Community Service Provider Date
_____ Signature, County Finance Officer Date	_____ Signature, Chairman, Board of Commissioners Date

NAME AND ADDRESS COMMUNITY SERVICE PROVIDER Watauga County Project on Aging 132 Poplar Grove Connector, Suite A Boone, NC 28607	Non - Home and Community Care Block Grant for Older Adults County Funding Plan Provider Services Summary	DOA-732 (Rev. 2/12) County: <u>Watauga</u> July 1, 2012 through June 30, 2013 REVISION # , DATE:
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Services	Ser. Del.		A				B	C	D	E	F	G	H	I
	(Check One)		Non-Block Grant Funding				Required	Net*	NSIP	Total	Projected	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	NonHCCBG Units	Reimburse. Rate	NonHCCBG Clients	Total Units
						//////////								
Family Caregiver						//////////								
Respite II	X			3,601		//////////	0	3,601	0	3,601	200	18.0050	6	258
						//////////								
						//////////								
						//////////								
						//////////								
						//////////								
						//////////								
Total	//////////	//////////	0	3,601	0	3,601	0	3,601	0	3,601	200	//////////	6	258

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

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

AGENDA ITEM 12:

SANITATION MATTERS

A. Bid Award Request to Pave Three Container Sites

MANAGER'S COMMENTS:

Bids were solicited from four (4) companies for paving three container sites; Deep Gap, Landfill, and Valle Crucis. The County received two quotes for two of the sites and three quotes for one of the sites.

Mr. J.V. Potter, Operations Service Director, will recommend the Board approve the bid submitted by Moretz Paving in the amount of \$94,491 for paving all three sites as they were the lowest responsible and responsive bidder. A budget amendment recognizing an additional \$94,491 from the sale of recycled materials will be forthcoming.

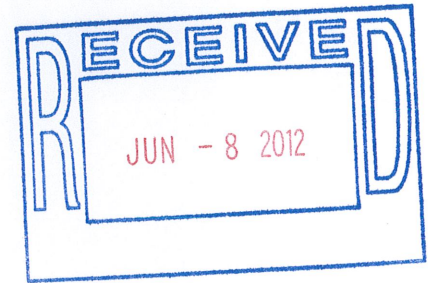
SANITATION OFFICE

June 8, 2012

To: Deron Geouque, County Manager

From: JV Potter, OSD

Re: Bids for Paving Sites



After requesting bids on paving three container sites, we have received the following:

Deep Gap site:	Moretz Paving-	\$41,491.00
	Carl Rose & Sons Inc.-	\$42,516.00
Landfill site:	Moretz Paving-	\$25,700.00
	Carl Rose & Sons Inc.-	\$28,000.00
Valle Crucis site:	Moretz Paving-	\$27,300.00
	Carl Rose & Sons	\$29,950.00
	Boone Paving	\$29,307.00

We would like to recommend Moretz Paving to be awarded the bid as they are the low bidder for all three sites. Also, we would like to request funding in the amount of \$94,491.00 to be recognized from excess revenue generated from recycling to cover the cost of the paving.

Please advise.

AGENDA ITEM 12:

SANITATION MATTERS

B. Public Hearing Request to Allow Citizen Comment on Proposed Updates to the Solid Waste Management Plan

MANAGER'S COMMENTS:

Mr. Potter will request the Board schedule a public hearing for the July 24, 2012, meeting to allow citizen comment on the proposed updates to the solid waste management plan.

Board action is requested to schedule the public hearing

WATAUGA COUNTY TO HOLD PUBLIC HEARING

Watauga County will hold a public hearing on _____, _____, 2012 at _____ PM in the Commissioners' Board Room. The purpose of the public hearing will be to gather citizen input on the county's Solid Waste Management Plan Update. The update is required by state law every three years as a means for counties and municipalities to make changes to their ten-year solid waste management plans. Watauga County's Solid Waste Management Plan was adopted in 1997, updated in three-year intervals, and outlines all aspects of solid waste collection and disposal in the county. Copies of the Update are available for public examination at _____.

**PLANNING ELEMENTS
NC LOCAL GOVERNMENT 10 YEAR SOLID WASTE MANAGEMENT PLAN
PLANNING YEARS 2009-2019**

Circle appropriate element:

- Reduction** Collection Recycling/Reuse Composting and Mulching Incineration (with/without energy recovery)
 Disposal Special Waste Illegal Disposal/Litter Education with Community and Through Schools
 Transfer outside geographical area Purchasing Recycled Products Disaster Response

COMPLETED ACTIONS	INCOMPLETE ACTIONS		NEW/REVISED ACTIONS		
KEY ACTIONS	KEY ACTIONS	WHY INCOMPLETE	KEY ACTIONS	DATE DUE	EST. TONS DIVERTED IN 10TH YEAR
Built Swap Shop at the transfer station	Develop community composting program at old landfill site	Infrastructure for collection, lack of funding, interest from private company to do this			
Ongoing junk mail reduction program					
Restore located before scale house (2008)					
Recycling bins provided to public (2007)					

**PLANNING ELEMENTS
NC LOCAL GOVERNMENT 10 YEAR SOLID WASTE MANAGEMENT PLAN
PLANNING YEARS 2009-2019**

Circle appropriate element:

- Reduction Collection Recycling/Reuse Composting and Mulching Incineration (with/without energy recovery)
 Disposal Special Waste Illegal Disposal/Litter Education with Community and Through Schools
 Transfer outside geographical area Purchasing Recycled Products Disaster Response

COMPLETED ACTIONS	INCOMPLETE ACTIONS		NEW/REVISED ACTIONS		
KEY ACTIONS	KEY ACTIONS	WHY INCOMPLETE	KEY ACTIONS	DATE DUE	EST. TONS DIVERTED IN 10TH YEAR
Continue collection of solid waste and recycling at ten staffed convenience centers					
Conversion of old transfer station to new recycling center (2006)					
New transfer station completed (2005)					

PLANNING ELEMENTS
NC LOCAL GOVERNMENT 10 YEAR SOLID WASTE MANAGEMENT PLAN
PLANNING YEARS 2009-2019

Circle appropriate element:

Reduction Collection Recycling/Reuse Composting and Mulching Incineration (with/without energy recovery)

Disposal Special Waste Illegal Disposal/Litter Education with Community and Through Schools

Transfer outside geographical area Purchasing Recycled Products Disaster Response

COMPLETED ACTIONS	INCOMPLETE ACTIONS		NEW/REVISED ACTIONS		
	KEY ACTIONS	WHY INCOMPLETE	KEY ACTIONS	DATE DUE	EST. TONS DIVERTED IN 10 TH YEAR
Household batteries added to recycling program (2007)			Develop asphalt shingle recycling program	July 2014	Unsure at present because shingles mixed with other commercial waste. We will begin using separate weigh code for shingle loads.
Restore located before scale house (2008)					
Electronics added to recycling program (2008)					
Pasteboard added to recycling program (2008)					
Compact fluorescent lights added to recycling program (2008)					

**PLANNING ELEMENTS
NC LOCAL GOVERNMENT 10 YEAR SOLID WASTE MANAGEMENT PLAN
PLANNING YEARS 2009-2019**

Circle appropriate element:

Reduction Collection Recycling/Reuse Composting and Mulching Incineration (with/without energy recovery)
 Disposal Special Waste Illegal Disposal/Litter Education with Community and Through Schools
 Transfer outside geographical area Purchasing Recycled Products Disaster Response

COMPLETED ACTIONS	INCOMPLETE ACTIONS		NEW/REVISED ACTIONS		
KEY ACTIONS	KEY ACTIONS	WHY INCOMPLETE	KEY ACTIONS	DATE DUE	EST. TONS DIVERTED IN 10TH YEAR
Mulch yard waste twice/year	Develop residential backyard composting program	Lack of funding			
Rent trammel screen for mulch	Develop community composting program at old landfill site	Infrastructure for collection, lack of funding, interest from private company to do this			

**PLANNING ELEMENTS
NC LOCAL GOVERNMENT 10 YEAR SOLID WASTE MANAGEMENT PLAN
PLANNING YEARS 2009-2019**

Circle appropriate element:

Reduction Collection Recycling/Reuse Composting and Mulching Incineration (with/without energy recovery)

Disposal Special Waste Illegal Disposal/Litter Education with Community and Through Schools

Transfer outside geographical area Purchasing Recycled Products Disaster Response

COMPLETED ACTIONS	INCOMPLETE ACTIONS		NEW/REVISED ACTIONS		
KEY ACTIONS	KEY ACTIONS	WHY INCOMPLETE	KEY ACTIONS	DATE DUE	EST. TONS DIVERTED IN 10TH YEAR
Contract with GDS for disposal at (expires in April 2014)	None		None		

**PLANNING ELEMENTS
NC LOCAL GOVERNMENT 10 YEAR SOLID WASTE MANAGEMENT PLAN
PLANNING YEARS 2009-2019**

Circle appropriate element:

Reduction Collection Recycling/Reuse Composting and Mulching Incineration (with/without energy recovery)
 Disposal **Special Waste** Illegal Disposal/Litter Education with Community and Through Schools
 Transfer outside geographical area Purchasing Recycled Products Disaster Response

COMPLETED ACTIONS	INCOMPLETE ACTIONS		NEW/REVISED ACTIONS		
	KEY ACTIONS	WHY INCOMPLETE	KEY ACTIONS	DATE DUE	EST. TONS DIVERTED IN 10 TH YEAR
Household hazardous waste collection held twice annually			Medication Take Back Program began in conjunction with bi-annual HHWD	October 2009	Approximately 300,000 pills per year
Used motor and cooking oil collected at transfer station			Begin looking at a permanent collection site for household hazardous waste	2013	30 tons/year x 10 = 300 tons
Lead-acid batteries collected at transfer station					
Compact fluorescent lights are collected at all convenience centers for recycling (2008)					
Household batteries are collected at all convenience centers for recycling (2008)					
Oil filter collection are collected at transfer station (2009)					

**PLANNING ELEMENTS
NC LOCAL GOVERNMENT 10 YEAR SOLID WASTE MANAGEMENT PLAN
PLANNING YEARS 2009-2019**

Circle appropriate element:

- Reduction Collection Recycling/Reuse Composting and Mulching Incineration (with/without energy recovery)
 Disposal Special Waste **Illegal Disposal/Litter** Education with Community and Through Schools
 Transfer outside geographical area Purchasing Recycled Products Disaster Response

COMPLETED ACTIONS	INCOMPLETE ACTIONS		NEW/REVISED ACTIONS		
	Key Actions	Why Incomplete	Key Actions	Date Due	Est. Tons Diverted In 10 th Year
Adoption of a revised solid waste ordinance (January 2004)			Solid Waste Officer/Deputy	2010	

PLANNING ELEMENTS
NC LOCAL GOVERNMENT 10 YEAR SOLID WASTE MANAGEMENT PLAN
PLANNING YEARS 2009-2019

Circle appropriate element:

Reduction Collection Recycling/Reuse Composting and Mulching Incineration (with/without energy recovery)

Disposal Special Waste Illegal Disposal/Litter Education with Community and Through Schools

Transfer outside geographical area Purchasing Recycled Products Disaster Response

COMPLETED ACTIONS	INCOMPLETE ACTIONS		NEW/REVISED ACTIONS		
	KEY ACTIONS	WHY INCOMPLETE	KEY ACTIONS	DATE DUE	EST. TONS DIVERTED IN 10 TH YEAR
Information about waste reduction, reuse and recycling provided on county website			Provide all county schools with recycling bins for plastic bottles and aluminum cans to add to paper collection	September 2010	20 tons/year x 10 = 200 tons
Puppet show on recycling and reuse provided to schools and at festivals					
Waste reduction and recycling information regularly given to residents at all convenience centers					
Regular press releases sent to local media about recycling and special events					
Displays on recycling reduction set up at festivals and special events					

Tours of recycling center given for public school and university students					
---	--	--	--	--	--

**PLANNING ELEMENTS
NC LOCAL GOVERNMENT 10 YEAR SOLID WASTE MANAGEMENT PLAN
PLANNING YEARS 2009-2019**

Circle appropriate element:

Reduction Collection Recycling/Reuse Composting and Mulching Incineration (with/without energy recovery)

Disposal Special Waste Illegal Disposal/Litter Education with Community and Through Schools

Transfer outside geographical area Purchasing Recycled Products Disaster Response

COMPLETED ACTIONS	INCOMPLETE ACTIONS		NEW/REVISED ACTIONS		
KEY ACTIONS	KEY ACTIONS	WHY INCOMPLETE	KEY ACTIONS	DATE DUE	EST. TONS DIVERTED IN 10TH YEAR
New contract with Garbage Disposal Services in April 2009	None		None		

**PLANNING ELEMENTS
NC LOCAL GOVERNMENT 10 YEAR SOLID WASTE MANAGEMENT PLAN
PLANNING YEARS 2009-2019**

Circle appropriate element:

- Reduction Collection Recycling/Reuse Composting and Mulching Incineration (with/without energy recovery)
 Disposal Special Waste Illegal Disposal/Litter Education with Community and Through Schools
 Transfer outside geographical area Purchasing Recycled Products Disaster Response

COMPLETED ACTIONS	INCOMPLETE ACTIONS		NEW/REVISED ACTIONS		
KEY ACTIONS	KEY ACTIONS	WHY INCOMPLETE	KEY ACTIONS	DATE DUE	EST. TONS DIVERTED IN 10TH YEAR

**PLANNING ELEMENTS
NC LOCAL GOVERNMENT 10 YEAR SOLID WASTE MANAGEMENT PLAN
PLANNING YEARS 2009-2019**

Circle appropriate element:

Reduction Collection Recycling/Reuse Composting and Mulching Incineration (with/without energy recovery)
 Disposal Special Waste Illegal Disposal/Litter Education with Community and Through Schools
 Transfer outside geographical area Purchasing Recycled Products **Disaster Response**

COMPLETED ACTIONS	INCOMPLETE ACTIONS		NEW/REVISED ACTIONS		
KEY ACTIONS	KEY ACTIONS	WHY INCOMPLETE	KEY ACTIONS	DATE DUE	EST. TONS DIVERTED IN 10TH YEAR
The county has 5 acres for an influx of C&D and LCID at the transfer station in times of disaster	County looking for disaster sites To be approved	No response from Land owner	Disaster response Training 2012		

WATAUGA COUNTY

RESOLUTION

**RESOLUTION ACCEPTING AND ENDORSING THE SOLID WASTE MANAGEMENT PLAN
UPDATE OF 2009 FOR WATAUGA COUNTY**

WHEREAS, it is a priority of this community to protect human health and the environment through safe and effective management of municipal solid waste;

WHEREAS, the reduction of the amount and toxicity of the local waste stream is a goal of this community;

WHEREAS, equitable and efficient delivery of solid waste management services is an essential characteristic of the local solid waste management system;

WHEREAS, it is a goal of the community to maintain and improve its physical appearance and to reduce the adverse effects of illegal disposal and littering;

WHEREAS, Watauga County recognizes its role in the encouragement of recycling markets by purchasing recycled products;

WHEREAS, involvement and education of the citizenry is critical to the establishment of an effective local solid waste program;

WHEREAS, the State of North Carolina has placed planning responsibility on local government for the management of solid waste;

WHEREAS, NC General Statute 130A-309.09A(b) requires each unit of local government, either individually or in cooperation with other units of local government, to update the Ten Year Comprehensive Solid Waste Management Plan at least every three years;

WHEREAS, the Watauga County Solid Waste and Recycling Department has undertaken and completed a long-range planning effort to evaluate the appropriate technologies and strategies available to manage solid waste effectively;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF WATAUGA COUNTY:

That Watauga County's 2009 Ten Year Comprehensive Solid Waste Management Plan Update is accepted and endorsed and placed on file with Clerk to the Board on this day, _____ 2009.

ATTEST:

Watauga County Government Solid Waste Management Plan Update



June 2012

JV Potter, Operation Services Director
Watauga County Sanitation Department
336 Landfill Rd.
Boone, NC 28607

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Appendix

- Resolutions from all participating entities
 - Copy of notice for public hearing
- Map of facilities and disposal sites
 - Planning element sheets
- Waste characterization summary
 - Waste reduction goal sheet
- Watauga County Solid Waste Ordinance

INTRODUCTION

In June 1997, the Watauga County Board of Commissioners adopted a Solid Waste Management Plan in accordance with NC General Statute 130-A-309.09A. The plan covered all aspects of solid waste Management in Watauga County, including the towns of Blowing Rock, Boone, Beech Mountain and Seven Devils for the ten year planning period (FY 1996/97 through FY 2005/06). Updates were adopted in 2000, 2003, and 2006. This update covers the same geographic area for the period FY 2010/11 through FY 2021/22. The update outlines Watauga County's intended solid waste management and reduction programs, and addresses waste reduction goals. All data included in this report is from FY 2010/11.

Watauga County closed its Solid Waste Landfill in 1994, and completed construction of its ten staffed convenience centers in 1998. Watauga County completed the construction of a new transfer station in September 2005 and the old transfer station was converted into a state-of-the-art recycling center the same year. The county has no current plans for construction of a new landfill or more convenience centers, and will focus its waste reduction efforts on reduction, reuse and recycling.

UPDATE DEVELOPMENT & PUBLIC PARTICIPATION

The update was developed by members of the Watauga County Sanitation Department and Watauga County Administration, with assistance from the High Country Council of Governments. A draft of the update was presented to the Towns of Boone, Blowing Rock, Beech Mountain, and Seven Devils. Copies of the draft were made available to the public for review, and a public meeting was held to gather citizen input on the draft update.

GENERAL GOALS & OBJECTIVES

1. To meet the County's waste reduction goals.
2. To provide everyone in the community with efficient and cost-effective waste collection services and waste reduction opportunities.
3. To increase the efficiency and cost effectiveness of the solid waste program.
4. To provide educational materials to businesses and communities wishing to increase the effectiveness of their solid waste reduction programs.
5. To protect public health and the environment.

GEOGRAPHIC AREA & ECONOMIC CHARACTERISTICS

The Solid Waste Management Plan Update covers Watauga County and its four incorporated municipalities: Boone, Beech Mountain, Blowing Rock, and Seven Devils. Watauga County is located in the northeast corner of North Carolina in the Blue Ridge Mountains. The majority of Watauga County's residents live in the rural unincorporated areas. The county's 2010 population was 51,079. With a land area of 313 square miles, the population density is approximately 163 persons per square mile. The majority of the

county is experiencing moderate, steady growth with an emphasis on second-home construction. The Town of Boone is Watauga County's largest town, and is also the county seat. The average elevation of Watauga County is 3,266 feet above sea level.

Tourism creates many jobs in the county with 2,390 jobs being directly attributable to travel and tourism (2010). Appalachian State University, one of the largest employers in the county is vital to the economic pulse of the area. It has an enrollment of approximately 17,344 students (fall enrollment, 2011). Watauga Medical Center is also a major employer in the county. It offers advanced healthcare not only to the residents of Watauga County, but to the surrounding counties as well. Manufacturing makes up a small sector of the county's workforce with 4%. The two largest manufacturers in the county are IRC and Hospitality Mints. While Christmas tree harvesting constitutes the bulk of the county's agricultural industry, a very small percentage of the work force is employed in this sector. According to the U.S. Census, the county's median household income was \$31,967 (2006-2010).

Seasonal residents increase the amount of solid waste generated during the summer months of May through September. In addition to seasonal residents, a significant number of tourists visit the county each year and, in a similar manner, generate a significant amount of solid waste but are not counted in the county's official population figures. The county has experienced steady increases in tourism. Tourism revenues rose from \$130.23 million in 1998 to \$189.77 million in 2010.

WASTE REDUCTION GOALS

The Watauga County Solid Waste Management Plan Update 1997-2007 set the following waste reduction goals:

- 30% waste stream reduction by June 30, 2001.
- 40% waste stream reduction by June 30, 2006.

These reduction figures were based on a 1991 baseline per capita disposal rate of 0.99 tons/year (provided by NCDENR, Division of Waste Management Solid Waste Section). With a per capita disposal rate of 1.048 (6% increase) in FY 1998/99, the County established a goal of reducing the waste reduction goals to 6% by 2006 and 12% by 2010 in the Solid Waste Management Plan Update for 2000. In FY 2001/02, the per capita rate exhibited an even greater increase from the baseline year: 1.15 or a 16% by 2006 and 12% by 2013. FY 2004/05 saw another increase in the per capita rate, to 1.32%. In FY 2007/08, the county's per capita rate declined to 1.20, a decrease of 9% from FY 2004/05 – but still higher than the baseline rate. In FY 2010/11, Watauga County's per capita rate declined to 0.78, below the 1991 baseline rate of 0.99.

While the County has achieved significant reductions in the per capita rate, Watauga County must continue this effort. Waste reduction goals may be difficult to achieve consistently over the long term due to many factors, including:

- Steady increases in tourism which generate large amounts of solid waste, and adds to the per capita rate because it does not reflect a population increase.
- Steady increases in second-home construction which generates substantial C&D waste, and adds to the per capita rate because it does not reflect a population increase.

The new goal for FY 2021/22 will be 2%.

WASTE STREAM ANALYSIS

Please refer to the Appendix for the County's Waste Stream Summary.

PLANNING ELEMENTS

The following solid waste management planning elements were analyzed during development of this update. Analysis of the elements included examination of current programs and feasibility of additional programs/efforts.

1. Reduction

Individual counties, especially rural counties, are somewhat limited in the amount of solid waste reduction that can be realized, regardless of programs that could be implemented. Packaging by manufacturers and national consumer preferences for convenience determine a great deal of waste stream in any county. Even the most conscientious efforts to reduce waste are limited by the fact that many goods can be obtained only in wasteful packaging. Rural counties (such as Watauga) do not have a sufficient number of businesses and industries to effectively promote waste exchanges, financial incentives, or other programs that would result in a significant source reduction.

The county currently is addressing waste reduction by providing community and school education programs, press releases and information on the county web site. Waste reduction information also is sent to e-mail lists, included with county tax bills and is given to residents at the convenience centers.

2. Collection

Since development of the Watauga County Solid Waste Management Plan Update 1997-2007, the county has constructed two additional convenience centers. There are now ten convenience centers, all of which are secured and staffed. The convenience centers accept residential waste and recyclables. Residential waste and recyclables are also accepted at the transfer station. The convenience centers are located throughout the county at the following locations: Green Valley, 421 West, 321/AHO, Foscoe, Deep Gap, Valle Crucis, 221 South, Triplett, Bethel, and Transfer Station/Old Landfill. The table below lists monthly solid waste tonnages collected at the Watauga County transfer station for FY 2010/11.

<u>FY 2010/2011</u>	<u>Tons of Solid Waste</u>
July	4028
August	3962
September	3420
October	3180
November	2959
December	2412
January	2634
February	2887
March	3798
April	3184
May	3353
June	3921
Total Tonnage:	39,738

The impacts of tourism can be felt in Watauga County throughout the entire year. Although it seems that the summer months show the greatest fluctuation of solid waste collected. Solid waste collection was also up in October because the beautiful fall foliage attracts many visitors to the area. Seasonal variations in solid waste collections create an obstacle for reducing the amount of waste disposed.

Solid waste collection is also handled by the Town of Beech Mountain, the Town of Blowing Rock, Appalachian State University, and private collection companies. The towns of Beech Mountain and Blowing Rock operate curbside collection programs, and the Town of Boone contracts directly with Garbage Disposal Services, inc. for curbside collection. The Town of Seven Devils does not provide for solid waste disposal collection for its citizens.

The county will continue to collect solid waste and recyclables at its ten convenience centers and transfer station.

The total cost of solid waste collection for Watauga County during FY 2010/11 was \$551,000. This cost figure includes operation of the convenience centers and transport of solid waste to the transfer station.

3. Recycling & Reuse

Watauga County hired a full-time Recycling Coordinator in September 2007 to develop and implement waste reduction and recycling programs in the county, provide educational programs and materials, monitor markets for recyclables and facilitate improvements to convenience centers.

Watauga County collects recyclables at its transfer station and ten convenience centers. Materials accepted at all convenience centers include brown, green and clear glass, aluminum and tin cans, plastics, corrugated cardboard, paper (*includes newspaper and inserts, office paper, junk mail, magazines, books and pasteboard*), household batteries (*added 2008*), compact fluorescent lights (*added 2008*), and rigid plastics (*added 2010*).

Materials accepted for recycling at the transfer station location include brush, and “special waste” (tires, used oil, white goods, lead-acid batteries, electronics (*added 2008*) and used oil filters (*added 2009*). *See section on “special waste” collection.* The county bales and directly markets its recyclables. Brush also is collected at the transfer station, is chipped into mulch and offered back to the public at no charge.

In May of 2002, Watauga County opened a solid waste Swap Shop. The project was funded through a grant from the North Carolina Division of Pollution Prevention and Environmental Assistance. The Swap Shop consists of a 14’x 24’ prefabricated building and is located at the transfer station. The Swap Shop is a centralized location where county residents can drop off unwanted items that someone else may find use for. The following items are accepted at the Swap Shop: appliances, hand tools, toys, small power tools, lawn mowers, small furniture, household accessories, computers, books, wheels, and bikes. The Swap Shop helps raise the awareness of the need for waste reduction and demonstrates how many items can be reused.

In December 2007, Watauga County partnered with Habitat for Humanity’s ReStore to provide an outlet for recycling and reusing construction and building materials that previously were headed to the landfill. More than 58 tons of materials have been diverted from the landfill since the program began operation. The ReStore’s collection site is located right before the scale house when entering the Watauga County Transfer Station and a ReStore employee assists customers with identification of materials in their load that can be donated to the Restore. It is open Mon. – Fri. from 9:00 a.m. – 4:00 p.m.

The construction of the new transfer station was completed in September of 2005. The new facility has allowed for a larger storage area for recyclables and has improved the overall efficiency of the recycling process for the county.

The Town of Boone contracts with Garbage Disposal Services, Inc. (GDS) to operate a curbside recycling program inside the corporate town limits. Recyclables collected include all colored and clear glass, #1 and #2 plastics, steel and aluminum cans, newspapers with inserts, catalogs, magazines, telephone books, office/school paper, junk mail and pasteboard(ex: Cereal boxes, etc.). There is an apartment/condo complex route with the collection of all colors of glass, steel and aluminum cans, #1 and #2 plastics, newspapers with inserts, catalogs, magazines, telephone books, office/school paper, junk mail and pasteboard (ex. Cereal boxes, etc.). Recyclables collected on the business route are virtually all colors of office paper, sticky notes, message pads, mail, newspapers, magazines, catalogs, phone books, adding machine tape, pasteboard (ex: time cards, file folders, etc.), #1 and #2 plastics and aluminum cans. Businesses can participate in a

weekly corrugated cardboard pick-up by contacting GDS, Inc. Blue 18-gallon containers are provided for residential and business curbside recycling participation.

Available to all citizens is the Town of Boone Recycling Center located on Horn in the West Drive near the Daniel Boone Native Gardens. The center includes containers for the collection of all the above mentioned items and is unmanned and open 24/7. The Town of Boone Public Works Center at 321 East King Street (Hours: 7:30-5:00) is a drop-site for the following recyclable items: household batteries, compact fluorescent lights (CFL's), corrugated cardboard, paper (newsprint with inserts, magazines, catalogs, phone books and paperback books. The Boone Public Works Center also accepts used oil filters and motor oil which is used for heating purposes in the town garage. The Town of Boone provides curbside pickups for special collections such as miscellaneous junk, yard waste, rigid plastics, electronics, appliances, tires, etc. to be hauled to the Watauga County Transfer Station/Recycling Center.

The Town of Blowing Rock operates an unstaffed recycling collection center. Materials collected include glass (three colors), aluminum, ferrous metal, plastics, cardboard, and newsprint. The town also operates a recycling operation that collects cardboard, glass, and aluminum for businesses within the town limits. The Town of Blowing Rock collected a total of 191 tons of recyclables for FY 2010/11.

The Town of Beech Mountain operates a staffed recycling collection center. Materials collected include glass (three colors), aluminum, ferrous metal, plastics, cardboard, and mixed paper. There are also five mini-recycling centers at various multi-family complexes. The town also accepts used motor oil and antifreeze. The Town of Beech Mountain collected a total of 42 tons of recyclables for FY 2010/11

The Town of Seven Devils contracted with GDS for operation of an unstaffed recycling center until 1998. Due to the high incidence of solid waste being left at the recycling center, and the new county convenience center being opened in the nearby Foscoe Community, the town closed its recycling center.

Private haulers offer recycling services to Watauga County residents and businesses under individual contracts. The market for recyclables varies significantly over short periods of time. Watauga County may add/expand recycling program as the market dictates.

In FY 2010/11, Watauga County collected a total tonnage of 4,038 and generated \$492,564 from the sale of recyclables.

Recycled Material	Tons Collected FY10/11
Clear Glass	226
Brown Glass	412
Green Glass	174

Mixed Plastic	234
Steel Cans	54
Aluminum Cans	28
White Goods	111
Other Metal	315
Mixed Paper	664
Cardboard	1759
Rigid Plastic	17
Electronics	44
TOTAL	4038

4. Composting & Mulching

Watauga County does not currently operate any composting programs. Stumps, limbs, and untreated wood is stockpiled and ground with a rental tub grinder two times per year. Mulch is offered to county residents free of charge. In FY 2010/11, 10,283 tons of materials were ground, and the total program cost was \$124,248.

The Town of Boone provides brush, debris, leaf and junk pickup to all residents on a call-in basis. White goods are taken to the Watauga County Landfill as well as brush and leaves are taken to the landfill for mulching. The town provides compost bins for town residents who may pick up one at the Public Works Department.

The Town of Beech Mountain operates a composting facility at its wastewater treatment plant (WWTP) site. The site processes solids from its WWTP, chipped limbs, and collected leaves. The mulch is used by the town for landscaping projects, and given to town residents free of charge.

The Town of Blowing Rock operates a yard waste program. Grinding occurs in the spring and in the fall. Grinding takes place on the residence property and mulch is offered to town residents free of charge.

5. Incineration with Energy Recovery

Due to the volume of solid waste produced in Watauga County, the air quality issues associated with incineration facilities and the high capital costs of implementing a solid waste incineration facility, incineration is not a viable option for the county.

6. Incineration without Energy Recovery

Due to the volume of solid waste produced in Watauga County, the air quality issues associated with incineration facilities and the high capital costs of implementing a solid waste incineration facility, incineration is not a viable option for the county.

7. Transfer Outside Geographic Area

Watauga County currently contracts with Foothills Environmental for transfer and disposal of solid waste. Waste Management collects solid waste at the Watauga County transfer station, and transports it to Lenoir, NC. The Foothills Landfill has a projected lifespan of over 22 years. The distance from the Watauga County transfer station to the landfill is approximately 33 miles. The county has a five-year contract with Foothills Environmental for this transfer/disposal service, at a rate of \$38.00 per ton. The average load weighs 19 tons. The contract expires 2014.

In FY 2010/11, 39,738 tons of solid waste was transferred out of Watauga County for disposal outside the county. Based upon population projections, Watauga County's population will grow 18.2% from 51,079 in 2010 to 60,395 in 2022. An 18.2% increase in solid waste will result in 46,970 tons of solid waste to be transferred in 2022.

8. Disposal

There was a total of 39,748 tons of solid waste managed at the transfer station. Solid waste generated in Watauga County is disposed of under contract by Foothills Environmental at its Landfill facility in Lenoir, NC. The contract with Foothills Environmental includes transfer and disposal for a fee of \$38.00 per ton. The contract expires in 2014.

Watauga County operates a permitted LCID landfill located adjacent to the county's closed MSWLF site and transfer station. The LCID landfill was opened in June 1999, and had a construction cost of \$53,680. County residents are charged a fee of \$49 per ton for disposal of LCID waste. In FY 2010/11, the cost of operation of the LCID was \$28,200.

9. Education with the Community & Through the Schools

The Watauga County Board of Education currently incorporates waste reduction education in its curriculum for grades K-8. The curriculum was developed in conjunction with the NC State Office of Waste Reduction. The county recycling coordinator regularly conducts student tours for groups from Appalachian State University and schools throughout Watauga County.

The recycling office has developed a puppet show, "Jason's Dream", about recycling and waste reduction in conjunction with the Elkland Arts Center that is presented to third grade classes, at the public library and at festivals throughout the county. A power point presentation about the county recycling program also was developed and is presented to civic, church and other groups.

The recycling office produced "Guidelines for Recycling" - easy-to-read instructions for the county recycling program that is given to residents at convenience centers, with recycling bins and during education programs. It is available on the Watauga County web site and is inserted in the County tax bills every other year.

The recycling office works with local newspaper, radio and television to provide ongoing information and education about additions to the recycling program, waste reduction tips and special waste collection and displays are set up during local events and festivals.

The County received a grant from the North Carolina Department of Environment and Natural Resources in 2008 to purchase 18-gallon recycling bins to give to residents and to purchase recycling containers that were placed at county recreational facilities in the spring of 2009. The Recycling Office is working with the county maintenance and recreation departments for the collection of these recycled materials and to educate participants about the program.

The County also received 40 event-type beverage recycling bins through a grant from Coca-Cola that can be “checked out” and used at local events and festivals. They have been used for all of Blowing Rock’s “Art in the Park” events, at the Cove Creek Children’s Festival and at numerous music events throughout the year.

The recycling office purchased reusable shopping bags to promote using fewer plastic bags that are given out during presentations and when residents pick up recycling bins.

The County received a grant from the North Carolina Department of Environment and Natural Resources in 2010 purchase recycling bins, perform Jason’s Dream educational puppet show and provide education materials for all of Watauga County Schools.

10. Special Wastes

Tires are collected free of charge at the Watauga County Transfer Station. They are currently being transferred by the county to U.S. Tire Recycling Facility in Concord, NC for disposal. The cost of tire disposal for FY 2010/11 was \$39,613. Watauga County received \$53,692 as reimbursement from the State Tire Tax in FY 2010/11.

White goods are collected free of charge at the Watauga County Transfer Station. Freon is removed from refrigerators, freezers, and air conditioners and the materials are transferred to Atlantic Scrap and sold as scrap metal. The cost of white goods disposal for FY 2010/11 was \$44,637.00. Watauga County received \$13,480 as reimbursement from the State White Goods Tax in FY 2010/11, and generated \$119,075 from the sale of scrap metal.

Watauga County collects **lead acid batteries** at the transfer station. In FY 2010/11, 122 lead-acid batteries were collected. Batteries collected are transferred are sold to a broker. The county received \$778 from the sale of lead-acid batteries.

The county also accepts **used motor and cooking oils** and **used oil filters**.

Watauga County has designated two days during the year for the collection of **household hazardous waste** at no charge. The estimated cost of this program for FY 2010/11 was \$56,143.

Beverage containers

Beverage containers have been banned from the county transfer station.

Recyclable rigid plastic containers

Receptacles for recycling plastic containers #1-7 are available at all of the county convenience centers. Our facility developed a public awareness program addressing the landfill bans on plastic containers.

Wooden pallets

Wood pallets are ground into mulch, placed in the brush pile as clean wood, and/or given away to county residents. Pallets are also used to ship used electronics to recycling providers.

Computer equipment and televisions

The county currently provides recycling service for these items. Some of the wood pallets received by the county as waste are used to ship computer equipment and televisions to contractors for recycling.

Abandoned manufactured homes

- The County plans to identify abandoned manufactured homes upon request of the homeowner only. A list of abandoned manufactured homes will be available at the Department of Planning & Inspections. The number of homes to be deconstructed will be determined by the amount of funding that is available from the Abandoned Manufactured Homes Grant Program.
- The County will hire a licensed and insured contractor to deconstruct the manufactured homes on-site. Roll-off containers will be delivered to the home site by the County where the Contractor will separate the materials into the containers. The County will pick up the containers and properly dispose of the materials at the Landfill.
- All recyclables will be removed by the contractor and placed in separate roll-off containers for reuse and recycling, including mercury switches from thermostats, in which County employees will dispose of properly at the Landfill.
- If perhaps we receive a mobile home at the landfill that has not been deconstructed, we have adequate space to receive one at a time and plan to deconstruct, properly separate, and dispose of material. We plan to revise our Ops plan to include deconstruction of abandoned manufactured homes.

ELECTRONICS RECYCLING PLAN (ADDENDUM 10/12/2010)

Collection

As defined in Session Law 2010-67, computer equipment and televisions banned from landfills, as well as other electronics such as fax machines, stereo equipment, DVD/VCR players, phones, etc., will be collected at the Watauga County Recycling Center located at the Sanitation Department on Landfill Road, Monday – Friday from 8:00 a.m. to 4:00 p.m. and on Saturday from 8:00 a.m. to 12:00 p.m.

Collection of electronic waste began in May 2008. Residents and businesses bring electronic waste across the scales and either the weight goes against the annual 2000 pound allotment for homeowners or, non-homeowners and businesses are charged \$49/ton for electronic waste. Electronics are dropped off at the Recycling Center where staff separate, stack and wrap electronic equipment on pallets and load the pallets with a fork lift onto a staged trailer. Watauga County contracts with an electronics recycling vendor to switch out the loaded trailer and haul the electronic waste to their recycling facility.

Education

Information regarding recycling of computer equipment and televisions will be publicized (options)

- via signage at convenience centers and the transfer station
- with press releases
- in recycling information handouts
- in county tax bills
- on the County website
- with posted notices at prominent locations such as public buildings
- others

Tonnage Reporting

The County's contract with the electronics recycler will include a requirement for the vendor to track the tonnage collected, and report these figures to the County.

Other Local Governments

At this time no other local governments (towns, other counties) will be involved in the County's electronic waste management program. The Towns of Blowing Rock, Boone, Seven Devils, and Beech Mountain may, at their discretion, direct their citizens to the County program.

Accounting

A separate account will be established for state electronics funds received by the County. These funds will be used to establish and operate the electronics recycling program. The receipt and expenditure of these funds will be tracked separately from other County budget items.

11. Illegal Disposal/Litter

All local governments in Watauga County have anti-litter ordinances in effect. Lack of enforcement personnel and the rural nature of the county make enforcement of the ordinances difficult. Enforcement in the county is handled by county Solid Waste Enforcement Officer. When a private landowner cleans up an illegal dump site, the county waives its tipping fee. A copy of the Solid Waste ordinance is included in this update.

12. Purchasing Recycled Products

Watauga County purchases recycled products whenever practical.

13. Disaster Response

The Watauga County Emergency Management Office coordinates resources for emergency services in Watauga County. This office also conducts searches for missing persons, handles hazardous materials incidents, conducts emergency preparedness programs/training, and acts as liaison for Watauga County to the State Division of Emergency Management during times of disaster. In addition to the response phase the Emergency Management Office is responsible for plans pertaining to disasters and emergency response. The Office of Emergency Management is responsible for all phases of an emergency: preparedness, mitigation response, and recovery.

In coming months, the county will contact the Division of Waste Management in order to have a potential disaster debris site approved. Upon approval of the disaster debris site, the county will rent a tub grinder to process the trees and clean wood, and will transfer the remainder of the material for proper disposal. In the event of a natural disaster, Watauga County anticipates excess volumes of LCID and C&D materials (trees, metal, building materials, etc.). The county has adequate space at its transfer station site (22 acres) to temporarily store materials.

Given the rural nature of the county, the majority of the storm debris will have a few adverse affects on the residents. The majority of the fallen trees will be cut up and used for firewood. Therefore, the county feels the area at the transfer station provides a more than adequate site for any storm debris that may be collected.

The county's farms are overwhelmingly used for food/crop (Christmas trees) production and are not engaged in large animal farming/breeding activities. In the unlikely event of a mass animal mortality incident, the county will respond by following the procedures outlined in the Watauga County Emergency Management Plan.

14. Landfill Gas Project

Watauga County owns a 22-acre landfill containing approximately 500,000 tons of municipal solid waste, yard waste, and construction and demolition waste. The landfill operated between the early 1970's and 1994. The landfill was capped with an artificial membrane covered by a clay cap in 1994.

The cap design includes a series of 22 vent structures which were topped by individual solar flares. In 2005 an active landfill gas collection system was installed which included 22 adjustable well heads and underground hdpe collection and header pipes leading to a blower/flare and a flow meter. A gravity leachate interception system has also been constructed, leading to two underground leachate collection tanks. This collection system has been operating since December of 2005 and has been producing landfill gas of about 50% methane at a flow averaging about 100 standard cubic feet per minute (scfm).

Beginning in January 2012, the methane gas produced from Watauga County's closed landfill is being used to generate renewable energy, saving the County money on its electricity bills and providing a source of income to the County. The County worked with partners from the Blue Ridge Electric Membership Corporation and the Appalachian Energy Center at Appalachian State University on a pilot landfill gas project to make use of the energy collected by the existing methane gas collection system. Today, there are two modified automotive engine generators, with a combined nameplate generation capacity of 190 kW, installed at the landfill facility that use methane gas from the landfill to produce electricity.

The engines generate an estimated 900,000 kWh of electricity per year, which is enough electricity to power about 60 average North Carolina households. Nearly all the power needs of the landfill facility will be met using green power from the project, and surplus electricity will be sold to Duke Energy Carolinas. The County also will earn an additional income by selling renewable energy certificates to N.C. Green Power.

The projected annual gain to the County is \$72,220 per year, including savings of about \$30,000 on electrical bills and sales of about \$42,220 per year. The rate of return considering the County's \$245,000 investment in the project is approximately four years. The project also received nearly \$41,000 in grant funds from the N.C. Department of Commerce's State Energy Office.

Cost Analysis

Watauga County finances its solid waste management program through a combination of household fees, tipping fees, and state tax reimbursements. Every household is charged a user fee of \$60. Residents residing outside of the towns, except for Seven Devils residents, must pay a \$25 green box user fee. These fees allow households unlimited disposal at the convenience centers, and 2,000 pounds of disposal per year at the transfer station. Customers are charged a tipping fee of \$49 per ton for all waste brought to the transfer station exceeding the initial 2,000 pounds. LCID waste is accepted at the transfer station site at a rate of \$49 per ton and land clearing (brush and yard waste) is \$42 per ton. Other revenues include sale of recyclables, sale of scrap metal, and reimbursements from the State Tire Tax and State White Goods Tax funds.

Costs associated with the county's solid waste management programs include contracted expenses for transfer and disposal, operation of the LCID landfill, operation of the transfer station, and operation of the ten convenience centers.

In FY 2010/2011, Watauga County's total cost of solid waste management was \$3,893,074.00. During the same period, the county collected fees and other revenues for solid waste management in the amount of \$4,703,231.00. Below is a breakout of costs and revenues for Watauga County's solid waste management program for FY 2010/2011.

Revenues FY 2010/11

Household and Green Box Fees	\$	2,354,699.00
Tipping Fees	\$	1,463,209.00
Sale of Recyclables	\$	503,680.00
State Tire Tax Reimbursement	\$	48,772.00
White Goods Tax Reimbursement	\$	16,726.00
Interest Earned on Solid Waste Fund	\$	96,492.00
Tire grants	\$	0
Loan proceeds	\$	135,290.00
Dumpsters	\$	6,353.00
Schools	\$	16,842.00
Residential Tire Disposal	\$	4370.00
Sale of Fixed Assets	\$	31,605.00
Sold Waste Disposal Tax	\$	25,193.00

TOTAL

Total Revenues: \$4,703,231

Transfer from General Fund: \$0.00

Expenditures FY 2010/11

Transfer/Disposal Fees to Waste Management	\$1,330,991
Salaries and Administrative Cost	\$1,205,887
Maintenance, Equipment, Depreciation Cost	\$234,755
Capital Outlay	\$566,040
Professional Services	\$65,556
Debt Service	\$113,536

Other Expense: \$376,309

Total Expenditures: \$ 3,893,074

Watauga County

	Solid Waste Collection	Solid Waste Disposal	Reduction, Reuse, & Recycling	Mulching, Composting & Other Programs	Total Cost
Program Cost	\$2,324,417	\$1,330,991	\$113,418	\$124,248	\$3,893,074
Cost per Household					
Cost per Ton	\$42.96	\$47.22	\$103.02	\$25.73	\$97.95

Source: Watauga County Solid Waste Management Annual Report FY '10-11.

Town of Boone

	Solid Waste Collection	Solid Waste Disposal	Reduction, Reuse, & Recycling	Mulching, Composting & Other Programs	Total Cost
Program Cost	\$71,133	\$71,133	\$166,843	\$28,283	\$337,392
Cost per Household	\$28.46	\$28.46	\$66.74	\$11.32	\$134.90
Cost per Ton					

Source: Town of Boone Solid Waste Management Annual Report FY '10/11.

Town of Blowing Rock

	Solid Waste Collection	Solid Waste Disposal	Reduction, Reuse, & Recycling	Mulching, Composting & Other Programs	Total Cost
Program Cost		\$187,539			\$269,667
Cost per Household					\$132.84
Cost per Ton					\$129.90

Source: Town of Blowing Rock Solid Waste Management Annual Report FY '10/11.

Town of Beech Mountain

	Solid Waste Collection	Solid Waste Disposal	Reduction, Reuse, & Recycling	Mulching, Composting & Other Programs	Total Cost
Program Cost	\$253,270	\$12,499			\$265,769
Cost per Household					
Cost per Ton					261.59

Town of Beech Mountain Solid Waste Management Annual Report FY '10/11.

Executive Summary

Watauga County has adjusted the waste reduction goal through the next ten-year planning period. The County has set a waste reduction goal of 2% by FY 2021/22. Efforts will be focused mostly on residential and construction/demolition. A 2% reduction goal requires the county to divert 14,495 tons from the waste stream by the year 2022. The current per capita disposal rate is 0.77 tons per person annually which must be decreased to a 0.75 disposal rate in order to achieve the 2% waste reduction goal. Tourism will make this goal harder to achieve because it generates large amounts of solid waste, and adds to the per capita rate, but does not reflect a population increase.

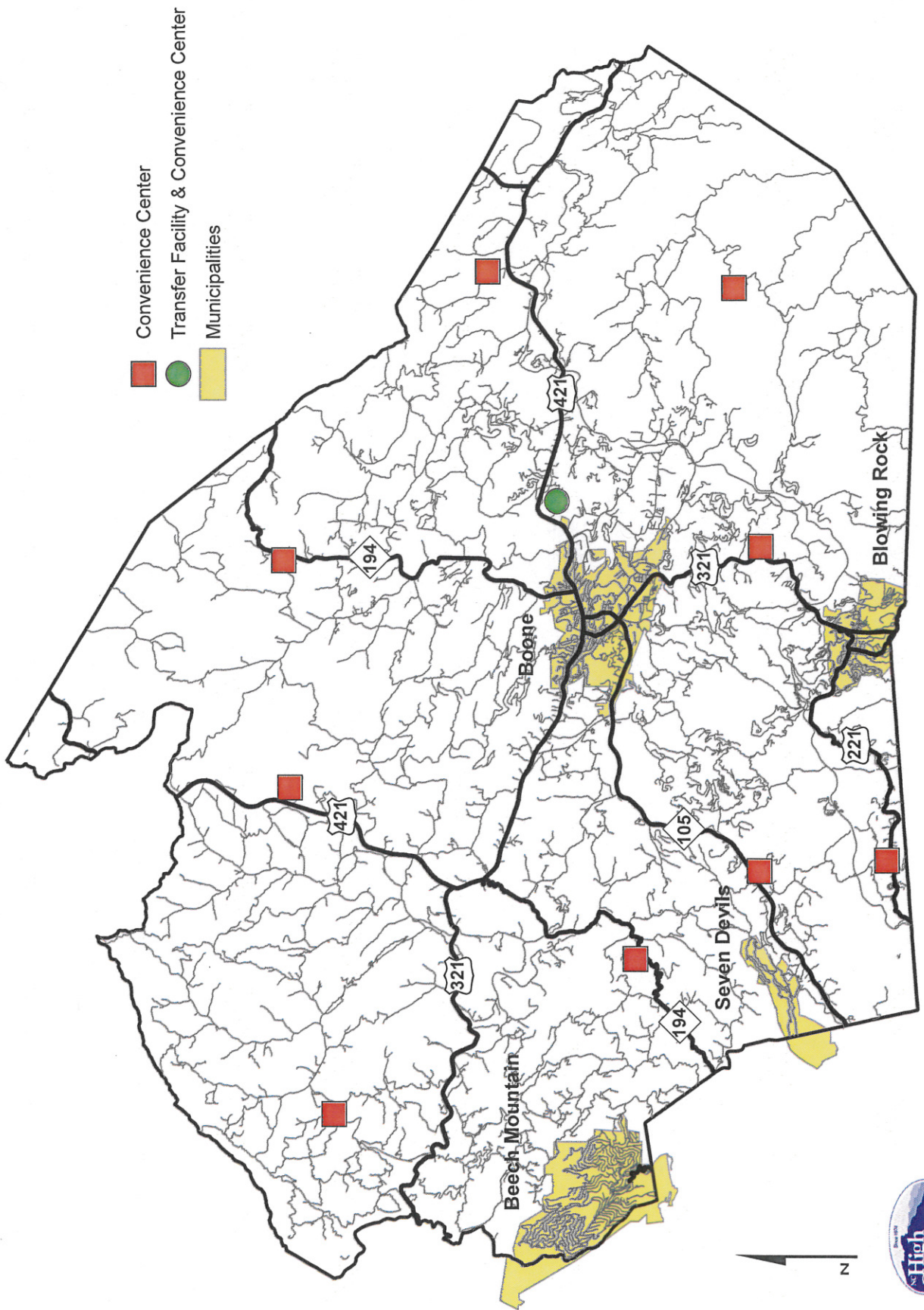
The staff at the landfill site will continue to encourage building contractors to dispose of untreated wood at the mulching staging area. Stumps, brush, and untreated wood will be ground up into mulch and made available to the public.

Collection at the County's ten staffed convenient centers will largely remain the same. The construction of the new transfer station was completed in September of 2005. The former transfer site will be converted into the main recycling center and will allow for a larger storage and processing area. This renovation project will begin in the near future.

Special wastes will continue to be collected on a regular or scheduled basis. Tires, white goods, lead acid batteries, oil and oil filters will be collected at the transfer station. Household hazardous waste will continue to be collected twice a year.

APPENDIX

Watauga County Solid Waste Facilities



Waste Stream Summary

<u>Element</u>	<u>Tonnage</u>	<u>Percent of Total</u>
Clear Glass	226	0.57
Brown Glass	412	1.04
Green Glass	174	0.44
Mixed Plastic	234	0.59
Steel Cans	54	0.14
Aluminum Cans	28	0.07
White Goods	111	0.28
Other Metal	315	0.79
Mixed Paper	664	1.67
Cardboard	1,759	4.43
Rigid Plastic	17	0.04
Electronics	44	0.11
Subtotal	4,038	
Grand Total	<u>39,738</u>	

WASTE REDUCTION GOAL SHEET NC LOCAL GOVERNMENT TEN YEAR SOLID WASTE MANAGEMENT PLAN

Local Government Name: Watauga County

Previously established waste reduction goal: 4 %

After considering your government's current and projected solid waste activities, resources, population, and economic growth have you reached your previously established goal?

Yes No

Establish a new waste reduction goal: 2 %

WASTE REDUCTION CALCULATION

To provide 10 years of solid waste management planning, as per G.S. 130A-309.09A(b), waste reduction goals need to be updated. Use the following chart to determine the tonnage needed to be diverted from landfills in order to reach the new waste reduction goal.

CALCULATION

FY 2021-22

1. Baseline year per capita disposal rate (FY 1991-1992 unless alternate approved by Section)	0.99
2. Percent waste reduction goal	2 %
3. Targeted per capita disposal rate (Subtract line 2 from 1.0 and multiply result by line 1)	0.75
4. Estimated population in the new waste reduction goal year (Available at Office of State Budget and Management website: Projected Annual County Population Totals 2010-2019)	60,395
5. Projected tonnage for disposal at baseline disposal rate (Multiply line 1 by line 4)	59,791
6. Targeted annual tonnage for disposal (Multiply line 3 by line 4)	45,296
7. Targeted annual tonnage to reduce (Subtract line 6 from line 5)	14,495

Population Link: http://www.osbm.state.nc.us/ncosbm/facts_and_figures/socioeconomic_data/population_estimates/demog/cpa2010p.html

WASTE REDUCTION PLAN

Given the targeted annual tonnage amount to be reduced, explain how you plan to reach the goal:

While the County has made significant progress in reaching the baseline year, Watauga County must continue this effort. Waste reduction goals will be difficult to consistently achieve over the long term due to many factors, including steady increases in tourism. Tourists generate large amounts of solid waste, and add to the per capita rate (because tourists do not represent an actual increase in the County's population); and steady increases in second-home construction--which generates substantial C&D waste, and adds to the per capita rate yet does not reflect a population increase either.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

SOLID WASTE ORDINANCE

ARTICLE I. AUTHORITY AND PURPOSE

Be it ordered by the Watauga County Board of Commissioners that the following Ordinance and Regulations for the protection of the public health and safety are hereby adopted pursuant to authority granted by Chapter 153A, Sections 121, 122, 123, 132.1, 136 and 292 of the North Carolina General Statutes, and shall, among other things:

Provide for regulation in the most economically feasible, cost-effective and environmentally-safe manner, the storage, collection, transportation, separation, processing, recycling, and disposal of solid waste, to include hazardous waste (to the extent permitted by law) and medical waste, in order to protect the public health, safety and welfare;

Enhance the environment for the citizens and the residents of Watauga County and recover resources which have the potential for further usefulness, all in accordance with the authority, purposes, policies and goals enunciated in the laws and regulations of the State of North Carolina pertaining to solid waste management;

Deter unlawful disposal of solid waste;

Abate illegal dump sites; and

Encourage reporting of littering and illegal dumping.

ARTICLE II. JURISDICTION AND APPLICABILITY OF FEDERAL AND STATE LAWS

Pursuant to NCGS 153A-122, this ordinance shall apply to all areas of unincorporated Watauga County which are not within the corporate limits of any municipalities. All municipalities and their respective corporate limits shall be exempted from the ordinance, unless they choose to adopt this ordinance or some form thereof.

The intent of this ordinance is to promote and encourage proper and lawful solid waste management including but not limited to waste reduction, reuse, recycling, and disposal.

The provisions of this Ordinance are intended, and shall be interpreted, to be consistent with and supplementary to the North Carolina General Statutes, State rules, and any county ordinance, regarding solid waste. To insure such intent and interpretation,

and in the event of ambiguity between the provisions of this Ordinance and other laws, rules, or ordinances, the stricter of the provisions shall apply. Any violation of such provisions shall also be a violation of this Ordinance.

ARTICLE III. ADMINISTRATION AND ENFORCEMENT

The Watauga County Board of Commissioners authorizes the administration and enforcement of this Ordinance. The administration and enforcement of this ordinance shall be vested with the Sheriff's Department.

ARTICLE IV. DEFINITIONS

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this Article, except where the context clearly indicates a different meaning:

1. Board: Board of Commissioners of Watauga County.
2. Bulky waste: Large man-made items of solid waste such as furniture, large auto parts, and other oversized wastes whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.
3. Collection: The act of removing solid waste (or materials that have been separated for the purpose of recycling) to a transfer station, processing facility, or disposal facility.
4. Commercial solid waste: All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial waste; provided, that the definition of commercial solid waste is also applicable to places of residence having three or more dwelling units such as apartment buildings and mobile home courts.
5. Commercial Solid Waste Collector: Any person, firm, corporation, or other entity, engaged in whole or part, in the collection, transportation, delivery, or disposal of solid waste generated within the service area, including any such entity engaged in such activities with respect to solid waste generated by others for profit and/or hire.
6. Construction and Demolition Waste: Solid waste resulting solely from construction, remodeling, repair, or demolition operations on buildings, or other structures, but does not include inert debris, land-clearing debris, yard debris, brick, uncontaminated soil, sand, gravel, rock, concrete, or concrete block.
7. Department: The Department of Environment and Natural Resources.

8. Disposal: The discharge, deposit, injection, dumping, spilling, leaking or placing of any solid waste into or on any land or water so that the solid waste or any constituent part of the solid waste may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

9. Division: The Director of the Division of Solid Waste Management of the North Carolina Department of Environment and Natural Resources, or the Director's authorized representative.

10. Enforcement Officer: A deputy employed by the Watauga County Sheriff's Department as appointed by the Watauga County Sheriff whose duties primarily are the enforcement of this ordinance.

11. Farming: Activities related or incidental to production of crops, fruits, vegetables, ornamental and flowering plants, dairy, livestock, poultry, and all other forms of agricultural products having a domestic or foreign market.

12. Garbage: All putrescible waste, including animal offal and carcasses, and recognizable industrial by-products, but excluding sewage and human waste.

13. Hazardous waste: A solid waste, or combination of solid wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics may:

a. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or

b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

Provided, however, that nothing herein shall be construed to authorize the County to regulate hazardous waste in any manner prohibited by or pre-empted by the applicable North Carolina General Statutes and State rules and regulations.

14. Industrial process waste: Solid waste resulting from an industrial or manufacturing process which may be disposed of at the county landfill after demonstrating its non-hazardous status through analysis, or by other means. Includes, but is not limited to sandblasting grit, contaminated food products, ash and dust.

15. Industrial solid waste: Solid waste generated by manufacturing or industrial processes that is not hazardous waste.
16. Inert debris: Solid waste, which consists solely of material that, is virtually inert and that is likely to retain its physical and chemical structure under expected conditions of disposal.
17. Infectious waste: Solid waste capable of producing an infectious disease. The types of waste designated as infectious are: microbiological waste, pathological waste, blood products and sharps.
18. Institutional Solid Waste: Solid waste generated by educational, correctional, and other institutional facilities.
19. Land-clearing debris: Solid waste which is generated solely from land-clearing activities.
20. Landfill: A disposal facility or part of a disposal facility where waste is placed in or on land and which is not a land treatment facility, a surface impoundment, an injection well, a hazardous waste long-term storage facility or a surface storage facility.
21. Medical waste: Any solid waste which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include any hazardous waste identified or listed pursuant to this Ordinance, radioactive waste, or household waste as defined in 40 CFR §261.4(b)(1) in effect on 1 July 1989, or those substances excluded from the definition of "solid waste" in this Ordinance.
22. Municipal solid waste: Any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, or industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations.
23. Open dump: Any facility or site where solid waste is disposed of that is not a sanitary landfill and that is not a facility for the disposal of hazardous waste, specifically including a solid waste disposal site that does not have a permit, and/or does not comply with the rules set forth in the North Carolina Solid Waste

Management Rules, 15A N.C.A.C. 13b.

24. Pathological waste: Human tissues, organs, and body parts, and the carcasses and body parts of any animals that were known to have been exposed to pathogens that are potentially dangerous to humans during research, were used in the production of biologicals or in vivo testing of pharmaceuticals, or that died with a known or suspected disease transmissible to humans.

25. Person: Any individual, firm, corporation, company, association, partnership, unit of local government, State agency, federal agency or other legal entity.

26. Premises: A definite portion of real estate including its appurtenance, a building, or part of a building.

27. Processing: Any technique designed to change the physical, chemical, or biological character or composition of any solid waste so as to render it safe for transport; amendable to recovery, storage or recycling; safe for disposal; or reduced in volume or concentration.

28. Putrescible: Solid waste capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors and gases, such as kitchen wastes, offal, and animal carcasses.

29. Radioactive waste: Waste containing any material, whether solid, liquid, or gas that emits ionizing radiation spontaneously.

30. Recyclable material: Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

31. Recycling: Any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed, and reused or returned to the use in the form of raw materials or products.

32. Refuse: All nonputrescible wastes. Solid waste, other than garbage and ashes, from residences, commercial establishments, and institutions.

33. Regulated medical waste: Blood and body fluids in individual containers in volumes greater than 20ml, microbiological waste, and pathological waste that has not been treated pursuant to state rules.

34. Residential waste: Solid waste originating from private households (private single-family homes and apartments, condominiums, etc., not institutional residential facilities). Solid waste from a place of residences having three or more dwelling units is defined as commercial solid waste.

35. Sanitary Landfill: A facility for disposal of solid waste on land in sanitary manner in accordance with rules concerning sanitary landfill adopted under Article 9 Chapter 130A as defined in NCGS §130A-290.

36. Scrap tire: (Whole scrap tires are banned from disposal at the landfill) A tire that is no longer suitable for its original, intended purpose because of wear, damage, or defect.

37. Sharps: Needles, syringes, and scalpel blades.

38. Sludge: Any solid, semisolid, or liquid waste generated from a municipal, commercial, institutional, or industrial wastewater treatment plant, or air pollution control facility, or any other waste having similar characteristics and effects.

39. Solid Waste: Any hazardous or non-hazardous garbage, refuse or sludge from a waste treatment plant, water supply treatment plant or air pollution control facility, domestic sewage and sludges generated by the treatment thereof in sanitary sewage collection, treatment and disposal systems, and other material that is either discarded or is being accumulated, stored or treated prior to being discarded, or has served its original intended use and is generally discarded, including solid, liquid, semisolid or contained gaseous material resulting from industrial, institutional, commercial and agricultural operations, and from community activities. Solid waste does not include:

a. Fecal waste from fowls and animals other than humans.

b. Solid or dissolved material in:

1. Domestic sewage and sludge generated by treatment thereof in sanitary sewage collection, treatment and disposal systems which are designed to discharge effluents to the surface waters.

2. Irrigation return flows.

3. Wastewater discharges and the sludges incidental to and generated by treatment which are point sources subject to permits granted under Section

402 of the Water Pollution Control Act, as amended (P.L. 92-500), and permits granted under G.S. 143-215.1 by the Environmental Management Commission. However, any sludge that meet the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.

c. Oils and other liquid hydrocarbons controlled under Article 21A of Chapter 143 of the General Statutes. However, any oils or other liquid hydrocarbons that meet the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.

d. Any source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended (42 U.S.C. §2011).

e. Mining refuse covered by the North Carolina Mining Act, G.S. 74-46 through 74-68 and regulated by the North Carolina Mining Commission (as defined under G.S. 143B-290). However, any specific mining waste that meets the criteria for hazardous waste under RCRA shall also be a solid waste for the purposes of this Article.

f. Recyclable material.

g. Hazardous waste excluded pursuant to G.S. 153A-136 and G.S. 153A-294.

40. Solid Waste Rules: The regulations governing solid waste management adopted by the Solid Waste Section of the Department of Environment and Natural Resources in accordance with EPA guidelines and other Federal Regulations.

41. Used oil: any oil which has been refined from crude oil or synthetic oil and, as a result of use, storage, or handling, has become unsuitable for its original purpose.

42. White goods: Includes refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar domestic and commercial large appliances.

43. The definitions set forth in NCGS §130A-290 which are not expressly set forth in this ordinance shall apply to and are hereby incorporated herein by reference to this ordinance.

ARTICLE V. STORAGE AND DISPOSAL

1. No person, owner, occupant, tenant, or lessee of any property may deposit, store or permit to accumulate any solid waste on property owned or occupied by the person, owner, occupant, tenant, or lessee that is not stored or disposed of as required by this Ordinance.
2. The owner, occupant, tenant, or lessee of any property shall remove or cause to be removed all solid waste from his property at such reasonable intervals as will prevent a nuisance from arising which causes or creates the likelihood of injury to the health, safety, or welfare of another person or the likelihood of injury to adjoining property.
3. Garbage and refuse shall be stored and/or sorted in a manner that will resist harborage to rodents and vermin and will not create a fire hazard.
4. No owner, occupant, tenant, or lessee of any building or dwelling may place or leave, or cause to be placed or left, outside the building or dwelling any bulky waste for longer than ninety (90) days. Provided that the storage of junk vehicles in compliance with other Watauga County Ordinances shall not constitute a violation of this Solid Waste Management Ordinance.
5. No owner, occupant, tenant, or lessee of any building or dwelling may leave outside the building or dwelling, in a place accessible to children, any abandoned or unattended icebox, refrigerator, freezer, or other item or piece of equipment that has a door or cover that cannot be opened from the inside, without first removing the door.
6. Solid waste may be disposed of only in one of the following ways:
 - (a) In a landfill, transfer facility, or other disposal facility duly authorized and permitted by the Division;
 - (b) In an incinerator that has obtained and possesses all required local, state and federal control permits;
 - (c) By any other method, including recycling and resource recovery, that has been approved by the Division;
 - (d) At a container-site or convenience center operated by Watauga County, and transported to a landfill or other disposal facility duly authorized and permitted by the Division; or

(e) As otherwise authorized by the Watauga County Solid Waste Operations Ordinance.

7. No person may discard, dispose of, leave, or dump any solid waste on or along any street or Highway or on public or private property unless such solid waste is placed in a receptacle or at locations properly permitted for the deposit of solid waste.

8. No person shall throw, scatter, spill, place, cause, or allow to be blown, scattered, spilled, thrown or placed, or otherwise dispose of any litter upon any public property or private property not owned by said violator within Watauga County or into the waters of Watauga County including, but not limited to, upon any public highway, public park, lake, river, stream, campground, forest land, recreational area, mobile home park, highway, road, street or alley; the occurrence of any of the foregoing acts resulting from transporting solid waste in a vehicle shall constitute a violation.

9. No person shall intentionally and willfully dump or deposit any solid waste material on the property owned by the violator or the property of another with or without the *written* consent of the property owner which is inconsistent with proper and lawful solid waste management and disposal practices.

10. No person shall burn solid waste except as permitted by existing fire codes and state laws.

11. Nothing in this Ordinance is intended to authorize the disposal of solid waste in any manner prohibited by federal or state laws or regulations.

12. Construction and Demolition waste as defined herein must only be disposed of at disposal sites approved and permitted by the Division.

13. Regulated medical, hazardous, and radioactive waste must be disposed of according to written procedures approved by the Division.

14. All sharps shall be placed in a sealed, puncture-proof container prior to disposal.

15. A person operating or having operated an open dump for disposal of solid waste or a person who owns land on which such an open dump is or has been operating shall immediately close the site in accordance with 15A NCAC 13B §.0502.

16. No person shall bury solid waste in earth or submerge solid

waste in water unless expressly permitted by this Ordinance or applicable federal and state law and regulations.

17. Pursuant to G.S. 153A-136 and G.S. 153A-294, no person shall dispose of hazardous waste within any Watauga County solid waste disposal facility.

ARTICLE VI. DEFINITION AND ABATEMENT OF SOLID WASTE NUISANCES

1. By the authority of the provisions of N.C. Gen. Stat. §153A-140 of the North Carolina General Statutes, the storage, accumulation or presence of solid waste on public or private property in the area of jurisdiction of this Ordinance which is:

- (a) A breeding ground or harbor for mosquitoes or other insects, snakes, rats, or other pests;
or
- (b) A point of collection for pools or ponds of water; or
- (c) A point of concentration of gasoline, oil, or other flammable, toxic or explosive materials;
or
- (d) So located that there is a danger of falling, sliding or turning over; or
- (e) A source of danger for children through entrapment in areas of confinement that cannot be opened from the inside or from exposed surfaces or metal, glass, or other rigid materials

is hereby proclaimed and declared to be unlawful and a public nuisance. Such public nuisance shall be subject to abatement as provided in this Ordinance.

2. Upon reasonable cause to believe that a public nuisance as defined above exists, the Enforcement Officer or his designee, and upon not less than ten (10) days' notice to the occupant and owner of the property on which the alleged nuisance is located, shall make a determination of whether or not such nuisance does, in fact, exist. If the Enforcement Officer makes a determination that a public nuisance exists, he shall enter and serve upon the owner and occupant an order to remove, abate or remedy the nuisance within a reasonable period of time, but not more than ninety (90) days. Such

order may be appealed by the owner or occupant to the Board of County Commissioners as provided in ARTICLE VII of this ordinance.

3. Upon failure of the owner or occupant of the property, or of the person responsible for placing such solid waste on the property to remove, abate or remedy the nuisance within the period the officer has allowed, pursuant to N.C. General Statute 153A-140 an Enforcement Officer shall remove, abate or remedy the nuisance as provided in the order and charge the cost thereof to the owner and occupant. If such expense is not paid by the owner or occupant within ten (10) business days, it shall be a lien upon the land or on premises where the nuisance arose and shall be collected as unpaid taxes.

ARTICLE VII. ENFORCEMENT MEASURES AND REMEDIES

The Watauga County Sheriff shall designate the Enforcement Officer(s) from the Sheriff's Department sworn staff, who shall have the authority and duty to perform inspections, issue citations, assess penalties and take enforcement actions. Also, the other departments of the County may accompany the Enforcement Officer to assist in administration and enforcement.

Watauga County may exercise remedies for violation of any provision of this ordinance as allowed and authorized by the North Carolina General Statutes, including but not limited to civil penalties, equitable remedies, and criminal prosecution.

In addition, whenever the Enforcement Officer receives a proper, non-anonymous, written complaint alleging a violation of this ordinance, he shall investigate the complaint, take whatever action is warranted (including, in his or her discretion, any appropriate informal measures deemed helpful toward procuring compliance with this Ordinance). The Enforcement Officer shall inform the complainant in writing what actions have been or will be taken.

A warning may be issued by the Enforcement Officer without fine when the officer is of the opinion that a violation of this ordinance may be remedied without the necessity of prosecution; however, a warning citation may not be issued in the case where public health and/ or safety are endangered.

Waiver of enforcement by the county of any provision of this Ordinance shall not prejudice the enforcement of remaining portions of this Ordinance.

1. Civil Enforcement and Penalties:

(A.) Notice of violation. The Enforcement Officer may issue a notice of violation to any person who fails to comply with any provision of this Ordinance. The notice of violation shall contain a description of the violation, the date of inspection, a description of the action necessary for correction of the violation and the date (no more than ten (10) business days from the date of the notice) that compliance is required. The notice shall also specify the amount of civil penalty that may be imposed should the violator fail to take corrective action within the time frame set forth for compliance with the ordinance. The notice shall be hand delivered or mailed by certified or registered mail, return receipt requested, to the person or persons alleged to be in non-compliance. The Enforcement Officer shall sign a statement for his file of the date, time and manner of delivery. The failure to comply with the notice of violation by taking corrective action may result in any of the civil or criminal remedies set forth in this section.

(B.) Civil penalties and remedies. Civil remedies and penalties are as follows:

(1.) Pursuant to the provisions of G.S. 153A-123(a), any person violating any provision of this Ordinance is subject to a civil penalty in the amount of \$100.00. Each day said condition continues to exist shall constitute a separate and distinct violation.

(2.) Pursuant to G.S. 153A-123(c), the county may file a civil action to recover the civil penalty provided for in Section F subsection (b)(1) of this section, if the offender does not pay the penalty within the prescribed period as set forth in the notice of violation.

(3.) Pursuant to G.S. 153A-123(d), the county may seek any appropriate equitable relief that it deems necessary to ensure the health, safety and welfare of the citizens or the natural resources of the county.

(4.) Pursuant to G.S. 153A-123(a), the county may seek an injunction when the non-compliance or violation is creating an imminent hazard to the health, safety and welfare of the public.

(C.) Appeal. Any person who receives a notice of violation, or order to remove, abate, or remedy a nuisance may, within ten business days of the day the notice was received, submit a written appeal to the Board of County Commissioners. The appeal notice shall specifically state the reasons for the appeal with a copy of the notice of violation attached thereto. The County Manager shall schedule a hearing for the next regular Board of County Commissioner's meeting, and notify the appellant, and the Board of County Commissioners upon the hearing shall render a decision upholding, denying or modifying the notice of violation. Accrual and imposition of the civil penalties shall be stayed pending the appeal. However, there will be no stay for equitable remedies available to the County. If the decision of the Solid Waste Enforcement Officer is affirmed, accrual and imposition shall resume. Any appeal not filed within ten (10) business days of the day notice was received shall be considered not timely.

The Board of Commissioners may consider hardship as basis for extending the period for compliance up to six (6) months. In no case shall the Board indefinitely excuse compliance. An extension may be granted upon the appellant meeting two (2) of the four (4) following criteria:

1. appellant is at least sixty-five (65) years of age;
2. health problems documented by appellant's medical record which substantially affect the appellant's ability to comply with the ordinance;
3. severe weather that prevents appellant from complying within the original time frame;
4. taxable income below fifty percent (50%) of the County's current median income, as determined by the US Department of Housing and Urban Development, documented by appellant's latest tax return.

(D.) 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 date the decision is approved in the Board's minutes. Appeals not filed 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.

2. Criminal Penalty: Any violation of any provision of this

ordinance shall be a Class 3 misdemeanor, subject to a five hundred dollar (500.00) fine, and punishable pursuant to NCGS §153A-123 and N.C.G.S. 14-4. Each day's continuing violation shall be a separate and distinct offense.

3. This ordinance may also be enforced by equitable remedies, and any unlawful condition which may be in violation of this ordinance may be abated by mandatory or prohibitory injunction in accordance with N.C.G.S. §153A-123.

ARTICLE VIII. EXEMPTION FOR FARMING

This ordinance shall not regulate or be applied to regulate products or by-products of farming, or materials, supplies or equipment used in farming, so long as the generation, handling or disposal of such is not made illegal by other law, ordinance or regulation.

ARTICLE IX. CHANGES IN STATE LAW

Should N.C.G.S. §153A-132.1, N.C.G.S. §153A-136, and N.C.G.S. §153A-292 or any section of the General Statutes of North Carolina incorporated herein by reference or otherwise referred to herein be change or amended, or should such statutes require or mandate a difference 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.

ARTICLE X. SEVERABILITY

If any Section, subsection, sentence, phrase or portion of this ordinance is for any reason invalid or unconstitutional as determined by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

ARTICLE XI. CONFLICT WITH OTHER ORDINANCES

Whenever the provisions of this ordinance and any other ordinance impose overlapping or contradictory regulations, the ordinance which is more restrictive or imposes higher standards or requirements shall be controlling.

ARTICLE XII. EFFECTIVE DATE

This ordinance as amended shall become effective on the 1st day of July, 2006.

ADOPTED this the 27th day of June, 2006.

Watauga County's Ordinance Prohibiting Throwing or Depositing Trash on Public or Private Property, adopted 3 May 1971 and Article VI of the Watauga County Solid Waste Ordinance made effective 21 December 1993 are hereby abolished and superceded.

BOARD OF COMMISSIONERS FOR THE
COUNTY OF WATAUGA

ATTEST:

by: _____
James Deal, Jr., Chairman

Anita J. Fogle, Clerk to the Board

APPROVED AS TO FORM:

Anthony di Santi, County Attorney

AGENDA ITEM 13:

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

MEMORANDUM

TO: Deron Geouque, County Manager
FROM: Margaret Pierce, Finance Director
SUBJECT: Budget Amendments-FY 2011/12
DATE: June 19, 2012

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

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
283102-312111	Tax Revenue Todd Fire Dist		\$2,500
284340-469911	Payment to Todd Fire Dist	\$2,500	
283102-312107	Tax Revenue Cove Creek Fire Dist		\$9,500
284340-469907	Payment to Cove Creek Fire Dist	\$9,500	

To recognize additional estimated fire tax district revenues and payments above budgeted amounts due to fire departments.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
103300-343315	Homeland Sec Grant IM Classes		\$16,084
104330-449912	Homeland Sec Grant IM Classes	\$16,084	

Per Board action June 5, 2012; to recognize grant revenue and expense for incident management training classes.

<u>Account#</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
663740-381000	Sale of Recycling Scrap		\$94,491
667420-457001	Capital Outlay-Land Improvements	\$94,491	

To recognize additional revenue to fund paving contract.

AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Communications and Emergency Services Matters

- 1. Proposed Resolution Authorizing the Establishment of the Department of Communications and Emergency Services Supervised by the County Manager**

MANAGER’S COMMENTS:

As part of the consolidation of the emergency communications, the Board is required to adopt a resolution transferring the operations and management of the 911 emergency communications center from the Watauga County Sheriff to the Watauga County Manager. The County Attorney has reviewed the resolution as presented.

Board action is requested to adopt the resolution transferring the operations and management of the 911 emergency communications center from the Sheriff to the County Manager. The effective date of the resolution will be the date the County is issued an ORI (originating routing identifier) from the North Carolina SBI.

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

RESOLUTION OF THE
WATAUGA COUNTY BOARD OF COMMISSIONERS
AUTHORIZING THE ESTABLISHMENT OF THE DEPARTMENT OF
COMMUNICATIONS AND EMERGENCY SERVICES SUPERVISED BY COUNTY
MANAGER

WHEREAS, the Watauga County Board of Commissioners and the Town Council of the Town of Blowing Rock support the consolidation of the existing Communications Centers into an integrated PSAP management structure and by this Resolution intend to authorize and to support an application for grant funding under the E-911 Consolidation Program adopted by the North Carolina 911 Board; and

WHEREAS, the Watauga County Sheriff has faithfully served the County of Watauga and already is responsible for the administration of the Watauga County Sheriff's Office, Watauga County Jail, and all duties and obligations arising by virtue of the Office of Sheriff; and

WHEREAS, 14A N.C.A.C. 04.0301 provides that the governing body of each county is responsible for emergency management within the geographical limits of such county and all emergency management efforts within the county will be coordinated by the county, including activities of municipalities within the county; and

WHEREAS, N.C. Gen. Stat. 166A-7(a)(2) provides that the governing body of each county which establishes an emergency management agency pursuant to this authorization will appoint a coordinator who will have a direct responsibility for the organization, administration, and operation of the county program and will be subject to the direction and guidance of such governing body; and

WHEREAS, N.C. Gen. Stat. 166A-7(b)(1) provides that counties and municipalities are authorized to form joint emergency management agency's composed of a county and one or more municipalities within the county's borders, between two or more counties, or between two or more counties and one or more municipalities within the borders of those counties; and

WHEREAS, The Watauga County Board of Commissioners desire to transfer 911 emergency communications center management from the Watauga County Sheriff to the Watauga County Manager.

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

1. Watauga County has established an emergency management agency pursuant to statutory authorization and hereby appoints as coordinator the Watauga County Manager, who will have a direct responsibility for the organization, administration, and operation of the county program and will be subject to the direction and guidance of the Watauga County Commissioners.
2. All supervision responsibilities for Public Safety Answering Points shall be the responsibility of the Watauga County Manager.
3. This Resolution shall become effective on the date the County receives an ORI (Original Routing Identifier) from the North Carolina State Bureau of Investigation (SBI).

ADOPTED this the ____ day of _____, 2012.

Nathan A. Miller, Chairman
Watauga County Board of Commissioners

ATTEST:

Anita J. Fogle, Clerk to the Board

(SEAL)

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AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Communications and Emergency Services Matters

2. Proposed Management Control Agreement Regarding the Sheriff's Office and 911 Dispatch Center

MANAGER'S COMMENTS:

The enclosed agreement is required between the Sheriff's Office and the new communication center to allow access to criminal records, driver's license information and other National Crime Information Center and Division of Criminal Investigation information that is required by law enforcement agencies in their daily activities. The agreement is included with the originating routing identifier (ORI) request that is to be sent to the North Carolina SBI for the issuance of a new ORI for the new communications center. The new communications center cannot operate without this agreement.

Staff requests the Board approve the agreement as presented and reviewed by the County Attorney.

MANAGEMENT CONTROL AGREEMENT

**BETWEEN WATAUGA COUNTY SHERIFF'S OFFICE AND
COMMUNICATIONS AND EMERGENCY SERVICES DEPARTMENT
REGARDING NCIC PROCEDURES AND ACCESS**

This document is an agreement between the Watauga County Sheriff's Office NC0950000, a criminal justice agency, and the Watauga County Communications and Emergency Services Department (hereinafter referred to as the 911 Dispatch Center), a non-criminal justice agency; and

WHEREAS, it is not the purpose of this agreement to infringe upon or impair the normal right of the Director of the 911 Dispatch Center to make and place in effect his/her decisions concerning the operation of the 911 Dispatch Center; any of the rights, powers or authority the 911 Dispatch Center Director had prior to the signing of this agreement is retained, except that specifically abridged, delegated, granted, or modified by this agreement; and

WHEREAS, various statutes, regulations and rules require that certain conditions be met to ensure the privacy and security of NCIC; and

WHEREAS, the Director of the 911 Dispatch Center supervises the dispatch center and the associated computer equipment that provides the criminal justice agencies with access to NCIC; and

WHEREAS, the 911 Dispatch Center performs all functions of NCIC for the criminal justice agencies served by the 911 Dispatch Center; and

WHEREAS, the criminal justice agencies served by the 911 Dispatch Center have signed interagency service agreements with the 911 Dispatch Center; and

WHEREAS, the Watauga County Sheriff's Office participates in the National Crime Information Center which requires that all computers, electronic switches, and manual terminals interfaced directly with the NCIC computer for the interstate exchange of criminal history information must be under the management control of criminal justice agencies; and

WHEREAS, management control, includes but is not limited to, the supervision of equipment, systems design, programming, and operating procedures necessary for the development and implementation of the computerized criminal history program and such management control guarantees the priority service needed by the criminal justice community.

THEREFORE, both parties agree to the following:

The Sheriff of the Watauga County Sheriff's Office is hereby designated to have management control of the 911 Dispatch Center operations insofar as they are utilized in the storage, processing, handling, and dissemination of criminal justice information, and the Sheriff, or his

representative, is authorized to take all action necessary to put and keep the 911 Dispatch Center in compliance with all statutes, regulations, and other laws relating to the privacy and security of NCIC computerized criminal justice information. Management control shall include, but not be limited to, the right to do the following things:

- Set and enforce priorities governing the operation of computers, circuits, and telecommunications terminals to process criminal justice information, insofar as that equipment is used to process, store, or transmit criminal justice information.
- Set and enforce standards for the processing, storing, or transmitting of criminal justice information in accordance with NCIC guidelines.

SECURITY

The 911 Dispatch Center agrees to abide by all current and hereafter approved rules of the National Crime Information Centers (NCIC), including but not limited to, all requirements of the NCIC Security Policy. The compliance with those requirements shall be determined by the Watauga County Sheriff's Office.

Computers having access to NCIC must have the proper software and hardware controls, implemented under the supervision of the Watauga County Sheriff's Office, to prevent criminal history data from being accessible to any terminals other than authorized terminals.

The 911 Dispatch Center must have adequate physical security, as determined by the Watauga County Sheriff's Office, to protect against any unauthorized personnel gaining access to the terminals, computer equipment or any of the stored data.

Employees of the 911 Dispatch Center must be screened thoroughly under the authority and supervision of the Watauga County Sheriff's Office, in accordance with NCIC policy. This screening applies to criminal justice and non-criminal justice personnel, including non-criminal justice maintenance and technical personnel. This screening will be done under the guidelines established in the NCIC Security policy.

All visitors to the 911 Dispatch Center must be accompanied by staff personnel at all times.

All terminals having access to the NCIC must be physically placed in secure locations, as determined by the Watauga County Sheriff's Office.

Access to all terminals must be restricted to the minimum number of authorized employees needed to complete the work.

Printed copies of criminal history data obtained from NCIC must be afforded security to prevent any unauthorized access to or use of the data. When the printout is no longer needed, it must be filed in a secure file or destroyed.

No dial-up access will be permitted to a computer or a terminal with access to NCIC unless that dial-up access has been approved by the Watauga County Sheriff's Office.

No terminal will access NCIC, and no data will be requested or obtained through these networks without the approval of the Watauga County Sheriff's Office.

TRAINING

All terminal operators must be trained according to NCIC standards.

RECORD KEEPING

The non-criminal justice agency agrees to allow the implementation of all NCIC records keeping rules, including but not limited to:

- Timeliness of entry/cancellation/void
- Quality assurance of entries
- Validation of entries
- Ten-minute hit confirmation
- Dissemination of NCIC information
- Logging of criminal history inquiries
- Use of the system for authorized purposes only

The 911 Dispatch Center has in its control the recording device that records all incoming 911 calls, administrative telephone lines within the 911 Dispatch center and all radio transmissions. The Director of the 911 Dispatch Center shall maintain all recordings for the time specified by statute, currently thirty (30) days. When recordings from this device are requested, the 911 communications center will release these recordings only to the head of a serviced agency or his designee. No recordings shall be released to the media without first being given to the agency head.

The 911 Dispatch Center, through its supervisor, will prepare and follow written procedures concerning these and all NCIC record keeping requirements. Those procedures will be established, maintained, and followed as determined by the Watauga County Sheriff's Office in accordance with NCIC policies.

MONITORING AND AUDITING

The 911 Dispatch Center agrees to allow the Watauga County Sheriff's Office necessary access, as determined by Watauga County Sheriff's Office, to the physical locations, any computer programs, any computer files, and/or computer activities necessary to implement and enforce this agreement. The Watauga County Sheriff's Office shall have the authority to monitor, inspect

and audit all procedures and systems pursuant to this agreement and any other matters concerned with the security of criminal justice information systems.

The 911 Dispatch Center agrees to cooperate with the Watauga County Sheriff's Office in the implementation of this agreement, and to accomplish the directives of the Watauga County Sheriff's Office under the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

WATAUGA COUNTY SHERIFF'S OFFICE

911 DISPATCH CENTER

Sheriff

Director

Date

Date

GENERAL

The criminal justice agency will not manage the day to day operations of the dispatch center, but may establish and enforce the priorities necessary to meet DPS and FBI policies regarding NCIC system use.

The non-criminal justice agency agrees to cooperate with the criminal justice agency in the implementation of this agreement, and to accomplish the directives of the criminal justice agency under the provisions of this agreement.

Non-Criminal Justice Agency

Criminal Justice Agency

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Signature

Signature

Printed Name

Title

Title

Date

Date

APPENDIX A

Appropriate environmental security measures would include:

- A back-up power supply or uninterruptible power source.
- Environment monitors and controls for temperature, air conditioning, humidity, etc.
- Emergency lighting.
- Adequate fire detection/suppression devices.
- Emergency shutdown of system and/or power devices.
- Duplicate computer files, if applicable, (as a countermeasure for unauthorized destruction of original files) which are to be maintained off premise. Computer tapes or discs should be locked in a safe (fireproof) storage area under the control of senior agency personnel. Secondary storage (off-site location) will be used to back-up files.

APPENDIX B

The standards apply to all Center personnel with access to network systems as defined in Title 28 CFR, Part 20 to CHRI data, including, but not limited to:

- Management personnel who direct criminal justice related software, hardware, or dispatch functions.
- Supervisory personnel who supervise criminal justice related software, hardware, or dispatch functions; or have terminal access to criminal justice data either directly or through their subordinates; or who have general responsibility for criminal justice related data storage, switching, transmission and logging.
- Personnel involved in analysis, evaluation and/or programming of criminal justice related data stored, switches, transmitted or logged by the center.
- Non Informational Technologies personnel who regularly provide necessary software or hardware installation, modification or maintenance in the dispatch center.
- Non Information Technologies personnel who provide temporary and necessary software, hardware or telecommunications installation, modification or maintenance, or such other services as deemed necessary by the Communications and Emergency Services Director.
- All other persons with direct access to the dispatch center or terminals with access to the state's telecommunications system.

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AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

A. Communications and Emergency Services Matters

3. Proposed Interlocal Governmental Agreement Regarding Consolidation of 911 Dispatch Services for Watauga County and the Town of Blowing Rock

MANAGER'S COMMENTS:

The County has received the Interlocal Governmental Agreement adopted and signed by the Town of Blowing Rock regarding consolidation of 911 dispatch services. The initial year of the agreement calls for the Town of Blowing Rock to provide funding in the amount of \$165,015, with each subsequent year's funding subject to a CPI increase.

Staff requests the Board approve the agreement as presented and reviewed by the County Attorney.

STATE OF NORTH CAROLINA

WATAUGA COUNTY

**INTERLOCAL GOVERNMENTAL AGREEMENT
REGARDING CONSOLIDATION OF 9-1-1 DISPATCH SERVICES FOR
WATAUGA COUNTY AND THE TOWN OF BLOWING ROCK**

THIS AGREEMENT is made and entered into this 1st day of July, 2012, by and between WATAUGA COUNTY, (hereinafter referred to as "COUNTY") and the TOWN OF BLOWING ROCK, (hereinafter referred to as "TOWN") for the purpose of consolidating 9-1-1 dispatch services.

WITNESSETH:

WHEREAS, Watauga County and the Town of Blowing Rock are political subdivisions of the State of North Carolina, both having the power and authority to enter into this agreement with the signatories hereto having been authorized to execute this document on behalf of the Watauga County Board of Commissioners and the Blowing Rock Town Council; and

WHEREAS, the jurisdictions and residents of Watauga County would benefit in terms of life, safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services to the County and the municipalities and fire protection departments within the County; and

WHEREAS, the undersigned governmental jurisdictions wish to agree to the establishment and maintenance of a consolidated PSAP, to be hereinafter known as "Watauga County Consolidated 9-1-1 Center"; and

WHEREAS, the establishment of such PSAP will provide improved police, fire, and emergency medical service communications within the boundaries of the participating jurisdictions, together with such other jurisdictions as may hereafter contract with the undersigned for 9-1-1 dispatch services; and

WHEREAS, the COUNTY is willing to provide police, fire, and emergency medical service communications with the combined dispatching operations to be located at the Watauga County Law Enforcement Center, 184 Hodges Gap Road, Boone NC 28607, which will serve as the central location for citizens to make and receive calls for public safety needs, subject to the execution of this Agreement.

NOW, THEREFORE in consideration of the mutual terms, covenants and conditions set forth herein, it is hereby agreed and covenanted among the undersigned as follows:

1. The effective date of this agreement and contract shall be 12:01 AM on July 1, 2012, and the agreement shall continue in effect until terminated by the consent of the undersigned parties, subject to the termination processes and procedures noted herein.
2. The COUNTY agrees to assume all operational and financial responsibility for emergency services dispatch.
3. The COUNTY and TOWN mutually agree that the combined dispatching operations will be managed by the County Manager, with input provided through the appointment of a County 9-1-1 Advisory Committee in which the TOWN will have representation.

4. The COUNTY and TOWN agree that the Blowing Rock emergency communications services will be consolidated into and assumed by the Watauga County Consolidated 9-1-1 Center and, in connection therewith, two Blowing Rock dispatchers will be transferred to and become County employees, all as set forth herein.
5. Transferred dispatchers becoming County employees hereunder will be subject to the provisions of the Watauga County Personnel Ordinance and the County's administrative policies, as well as all future amendments thereto, effective on the date of the transfer to the County. In addition, such employees will be entitled to all County benefits afforded to regular County employees.
6. The TOWN shall pay the COUNTY, as compensation for the dispatch services, the initial amount of \$165,015 for the initial year for the services described herein. Said compensation amount shall be subject to a percentage increase for each subsequent year. The percentage increase will be based on the annual Consumer Price Index percentage increase as published by the United States Department of Labor for South Urban CPopulation 50,000 to 1,500,000 (see Exhibit A) for the period ending December 31. In the event the CPI produces a negative adjustment the subsidy amount will remain at the current level. Prior to May 1 of each year during which this Agreement is in effect, the County Manager shall notify the Town Manager of the projected compensation cost associated with this Agreement. The TOWN shall include such amount in its annual budget for the fiscal year commencing on July 1. The COUNTY shall invoice the TOWN quarterly, with payments due September 30, December 31, March 31, and June 30.
7. The CPI increase will commence in July 2013, with the CPI increase for the first year to be calculated based on the percentage change from December 2011 to December 2012. Each year's CPI calculation will begin with the prior year's subsidy amount.
8. The COUNTY agrees to train all dispatchers to handle fire, emergency medical service, rescue squad, emergency management and law enforcement calls and to require all dispatchers to obtain, in a timely manner, any certifications necessary to allow said personnel to handle all emergency services calls.
9. The COUNTY agrees to establish the 9-1-1 Advisory Committee with representation from the TOWN to provide input and make recommendations regarding the combined dispatching operation.
10. Additional jurisdictions may become participants by written addendum to this Agreement, with the approval of the COUNTY and upon recommendation of the 9-1-1 Advisory Committee.
11. This agreement is subject to, and shall be construed in accordance with, the laws of North Carolina and has been duly approved by both the TOWN and the COUNTY.
12. In the event that any party desires to withdraw from or terminate this Agreement, said party must give 12 months' advance written notice to the other parties, and the withdrawal shall take effect only as of the beginning of the succeeding fiscal year of the COUNTY, unless otherwise mutually agreed between the parties. By way of example, and not in limitation of, if notice is delivered later than the end of business on June 30 of a given year, the Agreement shall continue until the end of the following fiscal year, (e.g. notice given July 1, 2013, or later in that same fiscal year, equates to withdrawal on June 30, 2015). Upon such termination, each party will be responsible for providing dispatch to their respective jurisdictions and the COUNTY shall retain all equipment, supplies, furniture and all other related property.
13. Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of

receipt, or mailed by certified mail, with return receipt requested, to the other party. Notice must be delivered as indicated to the following address or such other address as either party may, from time to time, designate in writing for the receipt of notice:

COUNTY:
County Manager
814 West King Street
Suite 205
Boone, NC 28607

TOWN:
Town Manager
1036 Main Street
P.O. Box 47
Blowing Rock, NC 28605

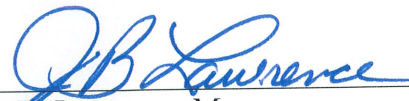
14. The parties may only amend this Agreement in writing with the approval of both governing Boards and with the subsequent signatures of the respective duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year as written above.

WATAUGA COUNTY

TOWN OF BLOWING ROCK

Nathan A. Miller, Chairman

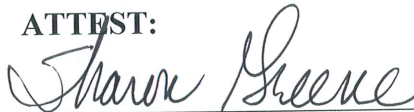


J.B. Lawrence, Mayor

ATTEST:

Anita J. Fogle
Clerk to the Board

ATTEST:



Sharon Greene
Town Clerk

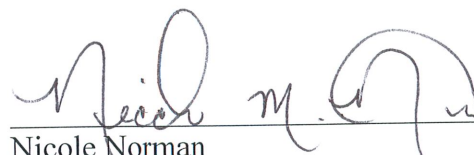


This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

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



Margaret Pierce
County Finance Director *6-1-12*



Nicole Norman
Town Finance Officer

AGENDA ITEM 14:**MISCELLANEOUS ADMINISTRATIVE MATTERS*****A. Communications and Emergency Services Matters*****4. Establishment of the Watauga County Communications and Emergency Services Advisory Committee****MANAGER'S COMMENTS:**

The Interlocal Governmental Agreement regarding consolidation of 911 dispatch service calls for the establishment of an advisory committee. The purpose of the committee is to advise the County on matters related to communications and emergency services and recommend standards, policies, procedures, protocols, and actions to maintain and enhance the quality of communications and emergency services.

Staff has prepared a list of potential members for the committee. As this is an informal committee and only makes recommendations to the County, the Board may wish to direct the County Manager to request representatives from each one of the organizations listed and organize the initial meeting. Once the County Manager receives the recommended representatives, the committee could proceed forward or, if the Board so desires, the representatives could be brought back to the Board for formal approval.

Staff seeks direction from the Board.

Watauga County
Communications and Emergency Services Advisory Committee

The Watauga County Board of Commissioners hereby creates the Watauga County Communications and Emergency Services Advisory Committee. This committee shall advise the County on matters related to communications and emergency services and recommend to the County such standards, policies, procedures, protocols, and actions which will serve to maintain and enhance the quality of communication and emergency services for the residents of Watauga County.

Membership of the Committee shall consist of the following:

- Representative of the Town of Blowing Rock
- Representative of the Watauga County Sheriff's Office
- Representative of the Fire Services
- Representative of Watauga Medics
- Watauga County Commissioner

The Emergency Services Director will serve as an Ex-Officio member. The effective date of the Committee shall be effective July 1, 2012, with the first scheduled meeting to be determined by the committee.

AGENDA ITEM 14:

MISCELLANEOUS ADMINISTRATIVE MATTERS

B. Announcements

MANAGER'S COMMENTS:

The first meeting in July has been cancelled due to the adoption of the annual budget and the beginning of a new fiscal year. Also, the primary run-off is slated for July 17, 2012, requiring the use of the Commissioners' Board Room as a polling place; therefore, the July 17, 2012, Board meeting has been rescheduled to July 24, 2012, at 5:30 PM.

AGENDA ITEM 15:

PUBLIC COMMENT

AGENDA ITEM 16:

BREAK

AGENDA ITEM 17:

CLOSED SESSION

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