

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

**TUESDAY, JULY 8, 2014  
5:30 P.M.**

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

<b>TIME</b>	<b>#</b>	<b>TOPIC</b>	<b>PRESENTER</b>	<b>PAGE</b>
5:30	1	CALL REGULAR MEETING TO ORDER		
	2	APPROVAL OF MINUTES: June 17, 2014, Regular Meeting June 17, 2014, Closed Session Minutes		1
	3	APPROVAL OF THE JULY 8, 2014 AGENDA		13
5:35	4	HIGH COUNTRY RECREATION REQUEST	DR. SCOTT ST. CLAIR	15
5:40	5	COOPERATIVE EXTENSION STAFFING REQUEST	MR. JIM HAMILTON	17
5:45	6	SOIL AND WATER EQUIPMENT PURCHASE REQUEST	MR. BRIAN CHATHAM	19
5:50	7	PLANNING AND INSPECTIONS VEHICLE BID AWARD	MR. JOE FURMAN	25
5:55	8	REQUEST TO ACCEPT DONATION TO ECONOMIC DEVELOPMENT COMMISSION	MR. JOE FURMAN	29
6:00	9	PROPOSED FY 2015 APPALCART CONTRACTS	MR. CHRIS TURNER	31
6:05	10	COMMUNICATIONS & EMERGENCY SERVICES PROPOSED CONTRACT WITH WIRELESS COMMUNICATIONS, INC.	MR. JEFF VIRGINIA	43
6:10	11	TAX MATTERS A. Monthly Collections Report B. Refunds and Releases	MR. LARRY WARREN	45 47
6:15	12	TOWN OF BOONE'S EXTRA TERRITORIAL JURISDICTION (ETJ) DISCUSSION	CHAIRMAN MILLER	49
6:20	13	MISCELLANEOUS ADMINISTRATIVE MATTERS A. Contract with LeadsOnline to Provide Data Collection B. Appointment of the North Carolina Association of County Commissioners (NCACC) Annual Conference Voting Delegate C. Boards and Commissions D. Announcements	MR. DERON GEOUQUE	51 61 63 67
6:25	14	PUBLIC COMMENT		70
7:25	15	ADJOURN		

**AGENDA ITEM 2:**

**APPROVAL OF MINUTES:**

June 17, 2014, Regular Meeting Minutes

June 17, 2014, Closed Session Minutes

**DRAFT****MINUTES****WATAUGA COUNTY BOARD OF COMMISSIONERS  
TUESDAY, JUNE 17, 2014**

The Watauga County Board of Commissioners held a regular meeting, as scheduled, on Tuesday, June 17, 2014, at 5:30 P.M. in the Commissioners' Board Room of the Watauga County Administration Building, Boone, North Carolina.

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

Chairman Miller called the meeting to order at 5:33 P.M.

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

**APPROVAL OF MINUTES**

Chairman Miller called for additions and/or corrections to the June 3, 2014, regular meeting.

Commissioner Kennedy, seconded by Commissioner Welch, moved to approve the June 17, 2014, regular meeting minutes as presented.

VOTE: Aye-5  
Nay-0

**APPROVAL OF AGENDA**

Chairman Miller called for additions and/or corrections to the June 17, 2014, agenda.

County Manager Geouque requested to add the following:

- A request to revisit transportation priorities as established in April.
- Attorney/Client Matters to the scheduled closed session per, G. S. 143-318.11(a)(3).
- Possible action after closed session.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to approve the June 17, 2014, agenda as amended.

VOTE: Aye-5  
Nay-0

### **BID AWARD REQUEST FOR BANKING SERVICES**

Finance Director Margaret Pierce recommended a contract for banking services based on a review of responses to a recently issued RFP (Request for Proposals). A total of seven (7) RFPs were sent out with six (6) institutions responding including the County's current provider, BB&T. After an extensive analysis of fees and services, Ms. Pierce stated that staff recommended Yadkin Bank.

Commissioner Yates, seconded by Commissioner Kennedy, moved to award the bid for banking services to Yadkin Bank and to adopt the resolution to designate Yadkin Bank as the official bank depository for the County as presented.

Prior to the vote, County Attorney Eggers stated that Commissioner Welch's mother was employed by Yadkin Bank; however, the duties of her position did not pose a conflict of interest or financial gain for Commissioner Welch and, therefore, it was his duty to vote either for or against the motion on the table.

VOTE: Aye-5  
Nay-0

### **ADOPTION OF THE FISCAL YEAR 2015 BUDGET ORDINANCE**

County Manager Geouque presented the Fiscal Year 2015 Budget Ordinance for adoption.

Commissioner Yates, seconded by Vice-Chairman Blust, moved to adopt the Fiscal Year 2015 Budget as presented.

Prior to the vote, Commissioner Welch, seconded by Commissioner Kennedy, moved to reallocate \$26,602 from the administrative contingency line to the Watauga County Schools for a 2% supplement increase for teacher's salaries.

After discussion, the following vote was taken on Commissioner Welch's motion:

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

The following vote was then taken on Commissioner Yates' motion:

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

**BUDGET AMENDMENTS**

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

Account #	Description	Debit	Credit
283102-312119	Tax Revenue Meat Camp/Creston Fire District		\$350
284340-469919	Payment to Meat Camp/Creston Fire District	\$350	
283102-312112	Tax Revenue Blowing Rock Fire District		\$13,300
284340-469912	Payment to Blowing Rock Fire District	\$13,300	
283102-312111	Tax Revenue Todd Fire District		\$2,500
284340-469911	Payment to Todd Fire District	\$2,500	
283102-312110	Tax Revenue Deep Gap Fire District		\$3,500
284340-469910	Payment to Deep Gap Fire District	\$3,500	
283102-312108	Tax Revenue Shawneehaw Fire District		\$650
284340-469908	Payment to Shawneehaw Fire District	\$650	
283102-312107	Tax Revenue Cove Creek Fire District		\$700
284340-469907	Payment to Cove Creek Fire District	\$700	
283102-312106	Tax Revenue Zionville Fire District		\$1,800
284340-469906	Payment to Zionville Fire District	\$1,800	
283102-312105	Tax Revenue Stewart Simmons Fire District		\$19,000
284340-469905	Payment to Stewart Simmons Fire District	\$19,000	
283102-312104	Tax Revenue Beaver Dam Fire District		\$1,750
284340-469904	Payment to Beaver Dam Fire District	\$1,750	
283102-312101	Tax Revenue Foscoe Fire District		\$7,500
284340-469901	Payment to Foscoe Fire District	\$7,500	
283102-312101	Tax Revenue Foscoe Fire Service District		\$1,650
284340-469901	Payment to Foscoe Fire Service District	\$1,650	
283102-312108	Tax Revenue Shawneehaw Service District		\$150
284340-469908	Payment to Shawneehaw Service District	\$150	
243102-312100	Tax Revenue Boone Rural Service District		\$7,000
284340-469909	Payment to Boone Rural Service District	\$7,000	
283102-312109	Tax Revenue Meat Camp Fire District		\$7,900
284340-469909	Payment to Meat Camp Fire District	\$7,900	

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

Account #	Description	Debit	Credit
103200-323200	Sales Tax Revenue		\$72,000
104330-469901	Foscoe Fire District	\$13,500	
104330-469904	Beaver Dam Fire District	\$19,000	
104330-469905	Boone Fire District	\$2,800	
104330-469906	Zionville Fire District	\$3,700	
104330-469907	Cove Creek Fire District	\$2,800	
104330-469908	Stewart Simmons Fire District	\$5,900	
104330-469910	Meat Camp Fire District	\$2,500	
104330-469911	Todd Fire District	\$5,200	
104330-469912	Blowing Rock Fire District	\$4,600	
104330-469924	Deep Gap Fire District	\$12,000	

The amendment recognized additional estimated sales tax revenues payable to fire districts.

Account #	Description	Debit	Credit
103200-326600	ABC Bottle Tax		\$750
105890-469848	Restorative Justice Drug Court	\$750	

The amendment recognized estimated additional revenue and expenditures for Alcohol Beverage Control Bottle Tax funds.

Account #	Description	Debit	Credit
103300-349909	NC Lottery Funds		\$35,500
105911-470016	Bethel Roof Replacement	\$35,500	

The amendment recognized the award of the NC Lottery funds applied for by the Watauga County Board of Education and approved by the NC DPI on May 28, 2014.

Account #	Description	Debit	Credit
143300-343300	Adoption Promotion Program Funds		\$25,200
145410-440006	Adoption Promotion	\$25,200	

The amendment recognized the award of funds to be used for enhancement of the Department of Social Services adoption services program.

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

VOTE: Aye-5  
Nay-0

## **MAINTENANCE MATTERS**

### ***A. Rocky Knob Park Restroom Construction Project Change Order # 2***

County Manager Geouque presented a change order request for the Rocky Knob restroom construction project. The requested change order, in the amount of \$650, included additional insulation to the facility (\$350) and trim (\$300) to provide weather tightness and a transition between the blocking and framing.

The County Manager stated that the Watauga County Tourism Development Authority (TDA) was funding the project and had already approved the change order; therefore, there would be no cost to the County.

Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to approve Change Order # 2 for the Rocky Knob restroom construction project as presented.

VOTE: Aye-5  
Nay-0

### ***B. Medic Base # 3 Archaeological Survey***

County Manager Geouque stated that the County had recently purchased a parcel of property in the western part of the County to build a new ambulance base. The County continued to secure the necessary permits for the facility while continuing with negotiations on a contract for

architectural services. As part of the process, the North Carolina Historic Preservation Office has required an archaeological survey of the disturbed area at the site.

Valor Engineering has arranged for Brushy Fork Environmental to provide the service at a cost of \$1,950. Valor Engineering is not charging a fee to process this request as is common practice.

Commissioner Yates, seconded by Commissioner Welch, moved to authorize Brushy Fork Environmental to conduct the study and invoice Valor Engineering, in the amount of \$1,950, with the County to pay the full amount.

VOTE: Aye-5  
Nay-0

*[Clerk's Note: Due to the time being after 6:00 P.M., the additional agenda item below and the public hearings were heard prior to Miscellaneous Administrative Matters.]*

### **REVISIT OF TRANSPORTATION PRIORITIES ESTABLISHED IN APRIL**

Mr. Joe Furman, Planning and Inspections Director, stated that, in April, the Board of Commissioners voted on transportation priorities to submit to the High Country RPO for regional ranking using a point system. The Board submitted the following 4 projects ranked in priority order:

1. R-2615B US Highway 321/421 from US 321/421 Junction near Vilas to Proposed Boone Bypass – widen to multi-lanes
2. NC Highway 105 at SR 1112 (Broadstone Road) – construct new bridge and left-turn lane
3. WATA 0008-H/WATA 0014-H Wilson Ridge and Bamboo Roads – widen lanes and improve intersections
4. NC Highway 194 from King Street to SR 1306 (Howards Creek Road) – widen to four lanes/curb and gutter

As part of the new NC Strategic Mobility formula, the North Carolina Department of Transportation (NCDOT) Divisions also use a point system to rate projects for statewide rankings for funding in the State Transportation Improvement Program (STIP). The Division rated all of the projects that were “in the pipeline” while the RPO rated only those that each County chose from the larger “in the pipeline” list. Accordingly, the Division rated both the NC 105/Broadstone Road small project and the larger NC 105 widening from the 105 Bypass to Clarks’ Creek Road. The larger project rated higher than the smaller project. The RPO point system ranked the NC 105/Broadstone Road project #4 in the region; the larger project would have ranked at least that highly had it been submitted by Watauga County. Under the new system, there are 3 funding sources for projects – statewide, regional impact, and divisional needs.

If the RPO and the Division systems both rank a project highly, it stands a good chance of being funded in the STIP. If Watauga County agrees, the RPO can substitute the larger NC 105 project instead of the intersection project for STIP consideration for funding from the regional impact category. If it is funded, the smaller project is included in the larger one. If it is not funded, the

smaller project would likely be funded from the divisional needs category. Mr. Furman stated that the RPO was scheduled to meet Wednesday, June 18, 2014, and must finalize its rankings at that time.

Commissioner Kennedy, seconded by Vice-Chairman Blust, moved to amend the transportation priorities as submitted for the High Country Regional Planning Organization (RPO) by substituting the larger NC 105 project (NC Highway 105 - Clark's Creek Rd., Foscoe to US Highway 221) in place of the NC 105/Broadstone intersection project (NC Highway 105 at SR 1112 (Broadstone Road) - construct new bridge and left-turn lane).

VOTE: Aye-5  
Nay-0

**PUBLIC HEARING TO ALLOW CITIZEN COMMENT REGARDING THE CONSIDERATION OF PROPOSED AMENDMENTS TO THE FOLLOWING:**

***A. Ordinance To Govern Subdivisions and Multi Unit Structures***

A public hearing was scheduled to allow citizen comment on a proposed amendment to the Watauga County Ordinance To Govern Subdivisions and Multi Unit Structures. The Planning Board had requested to add Subsection 71.0233 which would provide a mechanism for developers that had preliminary plats approved with 18 foot wide roads and began construction prior to the new 20 foot requirement to receive plat approval, without requesting a variance, if they meet the requirements of the new Subsection. In May, 2012, the ordinance was amended to increase the required road width from 18 to 20 feet in order to be consistent with the NC Fire Code.

Commissioner Kennedy, seconded by Commissioner Welch, moved to declare the public hearing open at 6:18 P.M. to allow citizen comment on a proposed amendment to the Watauga County Ordinance To Govern Subdivisions and Multi Unit Structures.

VOTE: Aye-5  
Nay-0

Being no public comment, Chairman Miller declared the public hearing closed at 6:19 P.M.

Commissioner Yates, seconded by Commissioner Welch, moved to adopt the Ordinance To Govern Subdivisions and Multi Unit Structures as amended.

VOTE: Aye-5  
Nay-0

***B. Sign Ordinance***

A public hearing was scheduled to allow citizen comment regarding proposed amendments to the Watauga County Ordinance to Regulate Signs. New electronic billboards are prohibited under the ordinance, however on-premise electronic variable message signs for businesses, churches,



etc. are allowed. The Planning Board had requested to change the time the message must remained fixed from one (1) hour to fifteen (15) seconds.

Commissioner Welch, seconded by Commissioner Yates, moved to declare the public hearing open at 6:19 P.M. to allow citizen comment on a proposed amendment to the Watauga County Ordinance to Regulate Signs.

VOTE: Aye-5  
Nay-0

Being no public comment, Chairman Miller declared the public hearing closed at 6:20 P.M.

Commissioner Yates, seconded by Commissioner Welch, moved to adopt the Watauga County Ordinance to Regulate Signs as amended.

VOTE: Aye-5  
Nay-0

## **MISCELLANEOUS ADMINISTRATIVE MATTERS**

### ***A. Beaver Dam VFD and Fall Creek VFD Fire District Changes***

County Manager Geouque stated that Fire Marshal Steven Sudderth had requested contracting with Fall Creek Volunteer Fire Department to provide fire service to a portion of the Kellersville area in the Beaver Dam Fire District. A map was presented identifying the area. The change would allow for quicker response times and lower fire insurance ratings for the affected Beech Creek community.

Vice-Chairman Blust, seconded by Commissioner Yates, moved to contract with Fall Creek VFD to provide fire service to a portion of the Kellersville area in the Beaver Dam Fire District.

VOTE: Aye-5  
Nay-0

Commissioner Kennedy, seconded by Commissioner Welch, moved to adopt the map identifying the fire service area as presented.

VOTE: Aye-5  
Nay-0

### ***B. Request to Accept Recycling Grant Revisions***

County Manger Geouque presented a grant award from the North Carolina Department of Environment and Natural Resources (DENR) to provide new recycling/waste containers for County and School facilities. Total amount of the grant was \$4,000 with an \$848.68 match requirement which was to be split equally among the School System and County.

The County originally requested \$12,088 through the grant; however, DENR reduced the amount awarded. The match amount was budgeted in the FY 2014-2015.

Commissioner Kennedy, seconded by Commissioner Welch, moved to accept the grant from the North Carolina Department of Environment and Natural Resources (DENR) in the amount of \$4,000 with a local match of \$848.68.

VOTE: Aye-5  
Nay-0

### ***C. July Meeting Schedule***

County Manager Geouque stated that, historically, the Board canceled the first meeting in July due to the adoption of the annual budget and the beginning of a new fiscal year. This year, on the date of the second regularly scheduled meeting in July, a second primary is slated and, therefore, required the use of the Commissioners' Board Room as an official polling place.

Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to cancel the July 1, 2014, meeting and to reschedule the July 15, 2014, meeting to July 8, 2014, at 5:30 PM.

VOTE: Aye-5  
Nay-0

### ***D. Boards and Commissions***

#### **Watauga County Economic Development Commission**

County Manager Geouque stated that the Watauga County Economic Development Commission had one remaining term set to expire in June. The current member was not eligible for reappointment due to having served two consecutive terms. A volunteer application was presented for a second reading from Mr. Walter Kaudelka who had expressed interest in serving.

Commissioner Kennedy, seconded by Commissioner Welch, moved to appoint Mr. Walter Kaudelka to serve a three-year term as a member of the Watauga County Economic Development Corporation.

VOTE: Aye-5  
Nay-0

#### **Region D Development Corporation**

County Manager Geouque stated that Region D Development Corporation was a Certified Development Company that assists the US Small Business Administration in delivering small business loans to the region. They also assist in marketing and packaging loans for small businesses throughout the region. Per their bylaws, each county is required to appoint four persons to serve as members of the Development Corporation in May of each year. Representative categories are local government (1), private lending institution (1), and community organization or a business organization (2).

The County Manager stated that the following were appointed at the May 20, 2014, meeting: Mr. John Spear (local government); Mr. Brian Crutchfield (community organization); Mr. Jim Furman (business organization). Mr. Bill Caroselli expressed interest in serving as the private lending institution representative. This was a first reading for Mr. Caroselli.

Commissioner Welch, seconded by Vice-Chairman Blust, moved to waive the second reading and appoint Mr. Bill Caroselli as the private lending institution representative for Watauga County.

VOTE: Aye-5  
Nay-0

### ***E. Announcements***

County Manger Geouque announced the following:

- The North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 14-17, 2014, in Buncombe County.
- A Groundbreaking Ceremony is scheduled for Chestnut Ridge at Blowing Rock on June 24 at 2:00 pm. Parking will be at Shoppes on the Parkway. Access to event will be by shuttles, which will run between 1:15 P.M. to 2:00 P.M.
- Save the date of July 26, 2014, for a ceremony in which the new Law Enforcement Memorial will be dedicated. More details will be announced as available.

### **PUBLIC COMMENT**

There was no public comment.

### **CLOSED SESSION**

At 6:35 P.M., Vice-Chairman Blust, seconded by Commissioner Kennedy, moved to enter Closed Session to discuss Attorney/Client Matters, per G. S. 143-318.11(a)(3) and Personnel Matters, per G. S. 143-318.11(a)(6).

VOTE: Aye-5  
Nay-0

Commissioner Yates, seconded by Chairman Miller, moved to resume the open meeting at 6:58 P.M.

VOTE: Aye-5  
Nay-0

**POSSIBLE ACTION AFTER CLOSED SESSION**

Vice-Chairman Blust, seconded by Commissioner Welch, moved to approve an employment contract, as presented, with Mr. Deron Geouque to serve as County Manager from July 1, 2014, through June 30, 2019.

VOTE: Aye-5  
Nay-0

**ADJOURN**

Commissioner Welch, seconded by Chairman Miller, moved to adjourn the meeting at 6:59 P.M.

VOTE: Aye-5  
Nay-0

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

ATTEST:

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

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**AGENDA ITEM 3:**

**APPROVAL OF THE JULY 8, 2014, AGENDA**

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**AGENDA ITEM 4:**

**HIGH COUNTRY RECREATION REQUEST**

**MANAGER'S COMMENTS:**

Dr. Scott St. Clair, High Country Recreation, will provide an update on the community meetings regarding a County recreation facility. Dr. St. Clair will request the County appropriate funds for initial architectural renderings and site analysis at the current swim complex to determine possible recreational facilities. Staff estimates the cost at approximately \$10,000. The County Manager and Parks and Recreation Director met with John Francis, NC Community Foundation, to discuss a possible grant to fund all or a portion of the site analysis. Mr. Francis was to contact the County in the next week or two.

Staff seeks direction from the Board.





High Country Recreation is a local non-profit committed to promoting recreation in our community, including advocating for improved recreation infrastructure. An indoor recreation center has been identified as a need in our community for decades and has been part of the long term planning for the county and town during that time. Out of 26 counties our size, only two counties have no YMCA or public recreation center: Watauga and Franklin (Franklin is northeast of Raleigh and has access to three YMCAs just across the county line in three directions). As a YMCA is not a viable option, the county needs a plan to meet this need (this will become an urgent need when the county pool ceases to function).

While a community recreation center will help replace the current pool, it will do much more than that. By providing year round recreation opportunities, this center would provide a place for people to take responsibility for and improve their physical and mental health. It would provide multiple generations of families a place to recreate together. As another community gathering space, it would increase social cohesion and civic engagement.

We have been working hard to collaborate with many community partners to help push this initiative forward. Appalachian Regional Health Care and the Chamber of Commerce support a community recreation center. We have also been working with the county Parks and Recreation Commission to get their input. We have also hosted several community meetings this spring to get feedback from the community and have plans to continue these gatherings in the fall.

#### **High Country Recreation - Community Meetings Summary**

After three community meetings at Green Valley, Cove Creek and Parkway, the response has been overwhelmingly positive for a community indoor recreation center. Specific feedback includes:

- Location*: Swim Complex Site (Centrally located, Integrated with recreation infrastructure)
- Amenities*: These are major things consistently mentioned in our meetings (they are almost identical to a recreation Needs Assessment performed by ASU in 2010).
  - 4 Multipurpose Courts (Volleyball, Basketball, etc)*
  - Pools - competition, kids, therapy*
  - Track (can be elevated above courts)*
  - Fitness - Weights/Cardio*
  - Studio - Art, Dance, Aerobic classes, etc*
  - Meeting/Banquet Space/Kitchen*
  - Kid's Space - Child care, etc*
  - Teen Space - After school, etc*
  - Climbing Wall*
  - Racquetball Courts*
  - Batting cages*
  - Plus offices for Parks and Rec*

**We are asking for the county to appropriate money for:**

- A site analysis at the current swim complex to look at what recreation center options would be available on that parcel
- Initial architectural renderings

**AGENDA ITEM 5:****COOPERATIVE EXTENSION STAFFING REQUEST****MANAGER'S COMMENTS:**

On April 1, 2014, the Board approved and authorized Mr. Jim Hamilton, Cooperative Extension Director, to use funds budgeted for the frozen horticulture agent to increase the temporary horticulture agent from twenty (20) to forty (40) hours. At that time, the County was paying nine (9) of the twenty (20) hours with the State paying the remaining eleven (11) hours. The salary split was forty-five percent (45%) County funding and fifty-five percent (55%) State funding, per the existing Memorandum of Understanding (MOU).

Mr. Hamilton was authorized to increase the temporary employee's hours from twenty (20) to forty (40) hours. The County was to pay twenty-nine (29) of the hours with the State continuing to pay eleven (11) hours. The request required the County to pay seventy-two and half percent (72.5%) and the State twenty-seven and a half percent (27.5%) which was not in accordance with the MOU. The additional funded hours were authorized through June 30, 2014 and required Board approval to continue into Fiscal Year 2014-2015.

Mr. Hamilton is requesting continued authorization of the twenty-nine (29) hours to be paid by the County through November. The horticulture agent position has been budgeted in the Fiscal Year 2014-2015 budget.

Board action is required to authorize the continuation of the twenty-nine (29) hours per week through November.

NC STATE UNIVERSITY

Watauga County Center  
North Carolina Cooperative Extension  
971 West King Street  
Boone, NC 28607  
828-264-3061 (Phone)  
828-264-3067 (Fax)

## MEMORANDUM

TO: Watauga County Commissioners

FROM: Jim Hamilton, County Extension Director

DATE: 07/01/2014

RE: Request for continued funding for temporary Horticulture Agent

Cooperative Extension would like to request continued county funding for our Horticulture Agent for fiscal year 2014. Per our previous request, the county is covering 29 hours of her salary (no benefits) and the state is covering 11. The Extension office is receiving continuous requests for support from citizens, landowners, and farmers for horticultural and gardening questions and technical support. This Agent has been invaluable since she was hired in December as a temporary employee.

I respectfully request continued county funding for her position through Nov. at which point her temporary contract will end from Cooperative Extension. A decision regarding her employment beyond that point will be made at that time.

Thank you,

Jim Hamilton, PhD  
Watauga County Cooperative Extension

**AGENDA ITEM 6:**

**SOIL AND WATER EQUIPMENT PURCHASE REQUEST**

**MANAGER'S COMMENTS:**

Mr. Brian Chatham, Soil and Water Technician, will request the Board accept the transfer of equipment from the NCDA which would require the County to assume the maintenance of the equipment. The list of the equipment is attached. The request is similar to one previously approved by the Board.

Board action is required to accept the donation and execute the MOU.

TO: Deron Geouque County Manager

FROM: Brian Chatham Soil and Water Technician Watauga County

Deron, I am requesting to be on the agenda for the July 8<sup>th</sup> meeting to discuss equipment acquisition for the soil and water department. The equipment is from NCDA and we would be taking over the maintenance of the equipment. I can speak more about it at the meeting. I have attached the outline and the MOU that will be signed at a later date.

Thanks

 7/1/14  
Brian Chatham

**NCDA&CS ADFP Trust Fund  
Specialized Equipment Transfer Application**



Please direct all questions and concerns to:  
 NCDA&CS ADFP Trust Fund  
 2 W. Edenton Street  
 Raleigh, NC 27601  
 919.707.3071

[ncadfp@ncagr.gov](mailto:ncadfp@ncagr.gov) ☐ [www.ncadfp.org](http://www.ncadfp.org)

**All information in this application is required. Please forward your application of interest to the ADFP Trust Fund office no later than 5:00 PM on June 20, 2014**

**IDENTIFYING INFORMATION**

<b>County / Counties of Project Location:</b>	Watauga, Surrounding Counties
<b>Applicant Organization:</b>	Watauga Soil and Water
<b>Applicant Tax Identification Number:</b>	566001816
<b>DUNS Number:</b>	
<b>Applicant Contact and Title:</b>	Brian Chatham- Conservation Technician
<b>Applicant Mailing Address:</b> <i>(if delivered by US Postal Service)</i>	<b>Applicant Physical Address:</b> <i>(if delivered by any other means)</i>
Street: 971 W. King St	Street: 971 W. King St
City: Boone	City: Boone
State: NC	State: NC
Zip Code: 28607	Zip Code: 28607
<b>Applicant Website Address</b> <i>(if applicable):</i>	
<b>Applicant Email Address</b> <i>(if applicable):</i>	brian.chatham@watgov.org
<b>Applicant Telephone(s):</b>	1; 1-828-264-0842
<b>Applicant Fax Number:</b>	8282643067

By the following signature, I authorize all the information as correct and have interest in receiving the listed equipment.

<u>WATAUGA SOIL &amp; WATER</u>		<u>6-18-14</u>
<b>Entity Name</b>	<b>Representative Signature</b>	<b>Date</b>

**APPLICATION OF INTEREST MUST BE DELIVERED NO LATER THAN 5:00PM ON JUNE 20, 2014.**

**Equipment Listed For Transfer**

<b>Item Number</b>	<b>Equipment Items Purchased Using ADFP Funds</b>	<b>Purchase Cost</b>	<b>Date of Purchase</b>
1	KMC 06-104-DB2 Row Bedder	\$ 2,982.52	9/23/2009
2	Yetter 71 Flex 2 Row Planter	\$ 3,116.13	9/23/2009
3	Knives & 3 Point Hitch Middle Buster	\$ 175.83	7/23/2009

KMC 06-104-DB2 Row Bedder



Yetter 71 Flex 2 Row Planter



Knives & 3 Point Hitch Middle Buster

**“No Picture”**





**PROPOSED SCOPE OF WORK FOR EQUIPMENT**

<b>Applicant Name:</b>	Watauga Soil and Water
<b>Applicant Tax Identification Number:</b>	566001816
<b>DUNS Number:</b>	
<b>Project Title:</b>	Equipment Accusation

**A. Describe the plan use for the equipment**

(150 words or less.)

The equipment will be used by the district to rent out to beginning and limited resource farmers who do not have access to proper equipment to properly plant or bed their crops. Watauga soil and water district has a strong working relationship with the farming community and currently rents out several pieces of equipment to local and surrounding county farmers. The district will market and use the equipment to expand working relationships between the district and the ever growing farming community. The equipment will help famers who otherwise do not have access to these types of equipment.

**B. Please describe the target audience to use the equipment**

(100 words or less.)

The district will market and rent out the equipment to any farmer in the county and surrounding counties. Our biggest market is the beginning farmer and the organic farming community. We can hold demonstrations and field days to highlight our equipment so we can further expand our clientele.

**C. Please describe similar projects, if any, in which your organization has been involved.**

(100 words or less.)

The Watauga soil and water was transferred several pieces of equipment in an previous grant in which the partnership was dissolved. We have had very good success with this program. The equipment is being rented on a regular basis and has brought new customers into other programs.

**AGENDA ITEM 7:**

**PLANNING & INSPECTIONS VEHICLE BID AWARD**

**MANAGER'S COMMENTS:**

Mr. Joe Furman, Planning and Inspections Director, will request the Board authorize the purchase of one (1) 2014 Ford F150 4x4 pickup truck from the State Contract vendor, Wilmington Ford. Boone Ford and Ashe County Ford were both given an opportunity to bid on the vehicle but were unable to match the State contract price.

Board action is requested to award the bid to Wilmington Ford for one (1) 2014 Ford F150 4X4 pickup truck in the amount of \$18,804 (includes delivery to County office) plus \$570.12 for tax and tag for a total amount of \$19,374.12. Adequate funds have been budgeted to cover the expenditure.

Term Contract 070G

**ITEM 31 PICKUP TRUCK, 6800 LB. GVWR, 4-WHEEL DRIVE-(Item 31.1 for Alternative Fuel)**

	ITEM 31- UPDATED:11/8/2013	ITEM 31.1- UPDATED:11/8/2013
CONTRACTOR/PRICE	CAPITAL FORD WILMINGTON/\$18,804.00	CAPITAL FORD WILMINGTON/\$18,804.00
BODY CODE/TRIM LEVEL/ORDER CODE	FORD F150/F1E/XL/100A	FORD F150/F1E/XL/100A
LAST DAY TO ORDER		
ESTIMATED DELIVERY	60-120 DAYS	60-120 DAYS

**GENERAL CONVENTIONAL FUEL SPECIFICATIONS**

**ALTERNATIVE FUEL-ONLY DIFFERENCES WILL  
BE NOTED BELOW**

- 1 BLANK
- 2 Number of doors: 2
- 3 Wheelbase: 126"
- 4 GVWR: 6800 lbs.
- 5 Bed: 78" length, wide type
- 6 Drive wheels: 4-wheel drive
- 7 Passenger capacity as furnished: 3
- 8 Engine type: gasoline, 6-cylinder, EFI
- 9 Engine size: 3.7 L, 302 HP
- 10 Transmission: automatic
- 11 Limited slip rear axle
- 12 All mfr's standard equipment,
- 13 Power steering
- 14 Brakes: 4-wheel ABS
- 15 Tires: mfr's standard P235/75R17-Tire pressure monitoring system
- 16 Spare tire: mfr's standard, mounted on wheel, include jack
- 17 Fuel tank: mfr's standard
- 18 Radio: mfr's standard AM/FM
- 19 Heater and air conditioner, factory installed
- 20 Driver and front passenger airbags-as mandated by NHT SA at time of production
- 21 Floor covering: mfr's standard
- 22 Exterior mirrors, left and right side
- 23 power outlet, 12-volt, dash
- 24 Electronic Stability Control

E-85 FLEX FUEL

**From:** Ben Hoyal [mailto:[ben.hoyal@boonefordlm.com](mailto:ben.hoyal@boonefordlm.com)]  
**Sent:** Friday, June 20, 2014 11:14 AM  
**To:** Joe Furman

**Subject:** Re: truck for County P&I

Joe,

This will be difficult to match because Capital Ford got the state bid. But we will come in at \$ 19493 net given the gpc we are allowed to use.

One thing to consider is that according to Ford Fleet some of the incentive money they used may have expired.. If this is the case please feel free to give me a call ..Thank you very much for the opportunity.

*I called him back on 6/27 to advise re local preference policy. He declined to request the preference. JAH*

Ben Hoyal

General Sales Manager

Boone Ford

[828-264-6111](tel:828-264-6111)

On Fri, Jun 20, 2014 at 9:27 AM, Joe Furman <[Joe.Furman@watgov.org](mailto:Joe.Furman@watgov.org)> wrote:

Ben,

Thanks for speaking with me this morning. The specs for the F150 I'm interested in are attached. Please let me know what other information you need.

Joe

Joseph A. Furman, AICP

Director, Watauga County Planning & Inspections and Economic Development

331 Queen Street, Suite A

Boone, NC 28607

Joe Furman

---

**From:** mlittle@ashecountyford.net  
**Sent:** Wednesday, June 25, 2014 2:31 PM  
**To:** Joe Furman  
**Subject:** Re: F150

Joe, Thanks for the price request, sorry but I can't match the state contract price. Let me know if I can help in the future.

Thanks, Mike Little

Ashe County Ford, Fleet mgr

On 2014-06-23 09:42, Joe Furman wrote:

Mr. Little,

Hello, I am seeking to purchase a truck for my department very shortly after July 1, the beginning of the fiscal year. I can purchase from state contract – see attached. Can you match or beat that? 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](mailto:joe.furman@watgov.org)

**AGENDA ITEM 8:**

**REQUEST TO ACCEPT DONATION TO ECONOMIC DEVELOPMENT COMMISSION**

**MANAGER'S COMMENTS:**

The Watauga Committee of 100 wishes to donate \$1,000 to the Watauga County Economic Development Commission to further economic development projects in the County. Staff will determine potential uses of the funds with one possible use being for AEC expenses.

Board action is required to accept the \$1,000 donation and to allocate the funds for economic development purposes.

Memo to: Joe Furman, Watauga County Director of Economic Development

From: the Watauga Committee of 100



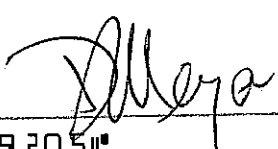
Date: June 30, 2014

Regarding: Grant to the Watauga County Economic Development Commission

Dear Mr. Furman:

It is the desire of the Watauga County Committee of 100 to grant to the Watauga County Economic Development Commission an award of \$1000 to be used to fund any economic development project of the Commission's choice. These funds are given specifically to the EDC for their use without earmark.

We trust that these funds will help initiate or support projects of the EDC.

<b>WATAUGA COMMITTEE OF ONE HUNDRED, INC.</b> C/O BOONE AREA CHAMBER OF COMMERCE 208 HOWARD STREET BOONE, NC 28607		<b>458</b> 66-162/531 BRANCH 03539
PAY TO THE ORDER OF <u>Watauga Economic Development Council</u> \$ <u>1000</u>		DATE <u>June 27, 14</u>
<u>one thousand &amp; 00/100</u>		DOLLARS
 <b>WACHOVIA</b> Wachovia Bank, N.A. wachovia.com		 Security Features. Details on Back.
FOR <u>For EDC Use Only</u>		
⑈000458⑈ ⑆053101626⑆ 2075799039205⑈		

**AGENDA ITEM 9:**

**PROPOSED FY 2015 APPALCART CONTRACTS**

**MANAGER’S COMMENTS:**

Mr. Chris Turner, AppalCART Director, will present the proposed AppalCART contracts for transportation services for the Project on Aging and Social Services Departments for FY 2015. The proposed rates are the same as the previous fiscal year at \$0.75 per vehicle mile and \$13.29 per vehicle service hour for Project on Aging and \$1.40 per vehicle mile for Social Services.

Board action is required to approve the contracts.



# AppalCART

PO Box 2357~~274 Winklers Creek Rd~~Boone NC 28607~~Phone (828) 264-2280~~Fax (828) 264-0107

Website: [www.appalcart.com](http://www.appalcart.com)~~email: [info@appalcart.com](mailto:info@appalcart.com)

## Transportation Agreement

This agreement, effective this 1<sup>st</sup> day of July 2014, by and between AppalCART and

Agency Name: Department of Social Services

Contact Name: Tom Hughes

Address: 132 Poplar Grove Connector, Suite C

Boone, NC 28607

Phone: 828-265-8100

Fax: 828-265-7638

Email: [tom.hughes@watgov.org](mailto:tom.hughes@watgov.org)

Rate per mile: \$1.40

Rate per hour: 00.00

**NORTH CAROLINA  
WATAUGA COUNTY**

**AGREEMENT**

This agreement, effective this 1<sup>st</sup> day of July 2014 by and between AppalCART and Department of Social Services, hereinafter referred to as Department of Social Services. Now, therefore, in consideration of the mutual covenants set forth herein, the AppalCART, and Department of Social Services agree as follows:

**Section 1: Purpose of Agreement**

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

**Section 2: Adoption of Required Provisions**

This Agreement incorporates the required provisions of the North Carolina Department of Transportation AppalCART Agreement under Project Number and subsequent agreements between the North Carolina Department of Transportation and AppalCART. Contractor shall comply with audit requirements as described in N.C.G.S 143C-6-22 & 23 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

**Section 3: Scope of Work**

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

- (a) AppalCART will provide regularly scheduled transportation services to Department of Social Services as may be mutually agreed upon.
  - (b) Department of Social Services shall notify AppalCART at least one (1) business day in advance of any revisions in scheduling, or of any additions or deletions of passengers. Failure to provide this notification of changes or cancellations may result in being billed for the services scheduled, unless adverse weather is the cause.
  - (c) Flexible scheduling for special activities may be implemented as deemed appropriate as long as at least three (3) days notice is given.
  - (d) Scheduling and routing of the AppalCART vehicles will be coordinated with Appalachian State University and routing requirements of the general public.
  - (e) The routes and schedules may be modified from time to time by AppalCART in order to provide for a more effective and efficient provision of service to the citizens of Watauga County.
2. Insurance, Vehicles & Drivers:
- (a) AppalCART will be responsible for meeting the requirements of 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.  
AppalCART will maintain records documenting the following:
    - 1. Valid current copies of drivers' licenses for all drivers;
    - 2. Current valid vehicle registrations for all vehicles transporting clients;
    - 3. Driving records for all drivers for the past three years and with annual updates;
    - 4. Criminal background checks through the North Carolina Law Enforcement or NCIC quarterly.
    - 5. Alcohol and drug testing policy to meet the FTA guidelines.

The contractor will insure that all drivers shall be 18 years of age.  
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 Liability & Property Pool, Insurance Policy Number: LP-AP-473-12, changes will be reported to Department of Social Services.
  - (c) AppalCART will require a MVR for all new applicants to cover at least the last three years prior to the date of the application. Driving records will be checked at least yearly thereafter. Drivers must have no more than two chargeable accidents or moving violations in the past three years and must not have a driver's license suspension or revocation within the past five years.
  - (d) AppalCART contracts with Wolfe Data who will run a criminal background check through the North Carolina Law Enforcement Division or the National Crime Information Center (NCIC) if not a resident of NC (for at least five 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. AppalCART has written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractors notifies the Department of Social Services.
5. Driver's 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 with (+ 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 1<sup>st</sup> day of July 2014 and shall complete, renew or amend this contract as appropriate to complete the terms, conditions and required provisions of the North Carolina Department of Transportation an AppalCART under Project Number.
  - (b) Unit Rate. By mutual agreement, the unit rate of said service shall be \$1.40 per mile and \$00.00 per vehicle service hour. Mileage rates may change with major changes in price of fuel. All passenger routes will be billed at 100% of actual cost at the above unit rate.
  - (c) Method of Invoicing. AppalCART will submit an itemized invoice to Department of Social Services on a monthly basis, payment terms are thirty (30) days net.
  - (d) Cost Documentation. All costs charged to Department of Social Services including any approved services performed by AppalCART shall be supported by properly executed payrolls, time records, invoices, cancelled checks, deposit slips or vouchers evidencing in detail the nature and property of the charges.
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 Department of Social Services to inspect all work, materials, payrolls and other data and records with regard to the Project and to audit the books, records, and accounts of the Authority that pertain to this contract.
9. Complaint Procedures:
  - (a) Passenger complaints should be reported to the AppalCART office where they will be documented and resolved.

10. Management Names:

(a) Names of Board Members & Managers are posted and updated on the AppalCART website, any changes will be reported to the Department of Social Services.

11. Reporting, Invoicing, Etc.:

(a) AppalCART will use the billing codes specified by Department of Social Services on invoices, and will report no-shows daily and cancellations on a monthly basis. AppalCART agrees that all charges for Medicaid no-shows will be separately invoiced to the County.

12. Exclusions:

(a) If AppalCART becomes excluded from participation in this contract Department of Social Services will be promptly notified.

**Section 4: Termination of Agreement**

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

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

By: \_\_\_\_\_  
Greg Lovins  
AppalCART Board Chair

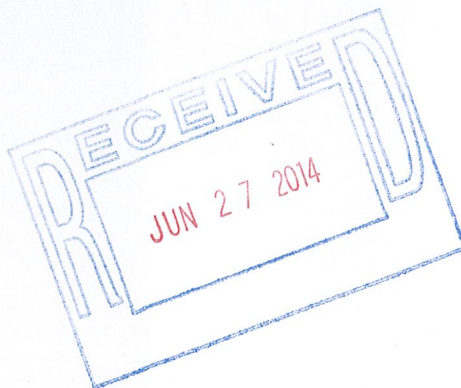
Attest: \_\_\_\_\_  
Anita Fogle  
Clerk to the Board

Attest: \_\_\_\_\_  
Joanna Wilcox  
Clerk to the AppalCART Board



# 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 *ASB*

**DATE:** June 26, 2014

**SUBJ:** Request for Board of Commissioners' Consideration – FY 2015 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 FY15 are the same as the current rates of \$13.29 per hour and \$.75 per mile.

Funds to cover the contracted amounts are included in the agency's requested FY 2015 budget.

Thank you for your consideration.

Enclosures

### Transportation Agreement

This Agreement, effective this 1st day of July 2014, 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 2014 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 15-CT-007 and subsequent agreements between the North Carolina Department of Transportation and AppalCART. Contractor shall comply with audit requirements as described in N.C.G.S. 146C-6-22 23 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

#### **Section 3 Scope of Work**

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

- [a] AppalCART will provide regular scheduled transportation services to 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-473-14 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] 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 2014 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 15-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.

13. Registration/Eligibility

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

14. Consumer Contributions procedures

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

**Section 4 Termination of Agreement**

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

By: \_\_\_\_\_  
 Nathan A Miller  
 Watauga County Commissioners Chair

Attest: \_\_\_\_\_  
 To The County Commissioners

By:   
 Greg Lovins  
 AppalCART Board Chair

Attest:   
 Joanna Wilcox  
 Clerk to the AppalCART Board



### Transportation Agreement

This Agreement, effective this 1st day of July 2014, 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  
WATAUGA COUNTY

AGREEMENT

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hereinafter referred to as Project On Aging

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#### Section 2 Adoption of Required Provisions

This Agreement incorporates the required provisions of the North Carolina Department of Transportation AppalCART Agreement under Project Number 15-CT-007 and subsequent agreements between the North Carolina Department of Transportation and AppalCART. Contractor shall comply with audit requirements as described in N.C.G.S. 146C-6-22 23 and OMB Circular A-133 and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

#### Section 3 Scope of Work

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

- [a] AppalCART will provide regular scheduled transportation services to 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
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- [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-473-14 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 2014 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 15-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.

13. Registration/Eligibility

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

14. Consumer Contributions procedures

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

**Section 4 Termination of Agreement**

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


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

Nathan A Miller  
Watauga County Commissioners Chair

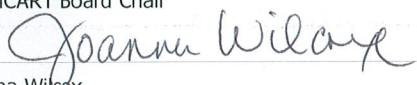
Attest: \_\_\_\_\_

To The County Commissioners

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

  
Greg Lovins  
AppalCART Board Chair

Attest: \_\_\_\_\_

  
Joanna Wilcox  
Clerk to the AppalCART Board

**AGENDA ITEM 10:**

**COMMUNICATIONS AND EMERGENCY SERVICES PROPOSED CONTRACT WITH WIRELESS COMMUNICATIONS, INC.**

**MANAGER'S COMMENTS:**

Mr. Jeff Virginia, Emergency Services Director, will request the Board approve a maintenance contract with Wireless Communications Inc. for the County's E911 system in the amount of \$52,835.76. The contract is included in the current budget.

Board action is requested to approve the maintenance contract with Wireless Communications Inc. for the County's E911 system in the amount of \$52,835.76.



**AGENDA ITEM 11:**

**TAX MATTERS**

*A. Monthly Collections Report*

**MANAGER'S COMMENTS:**

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

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

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**AGENDA ITEM 11:**

**TAX MATTERS**

*B. Refunds and Releases*

**MANAGER'S COMMENTS:**

Mr. Warren will present the Refunds and Releases Reports.

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



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**AGENDA ITEM 12:**

**TOWN OF BOONE'S EXTRA TERRITORIAL JURISDICTION (ETJ) DISCUSSION**

**MANAGER'S COMMENTS:**

Time has been scheduled to discuss the recent changes regarding the elimination of the Town of Boone's ETJ.

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## **AGENDA ITEM 13:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

#### ***A. Contract with LeadsOnline to Provide Data Collection***

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

Sheriff Hagaman is requesting the Board approve a contract with LeadsOnline for data collection from pawn shops, precious metal dealers, and scrap metal dealers. The program provides law enforcement and the aforementioned businesses with an online point of sale reporting system for pawned and sold items along with metals.

The cost of the program is \$2,848 annually with an effective date of July 1, 2014 through June 30, 2015. Should the Board grant the request, funds would be allocated from the Sheriff's drug fund (Fund 23). A budget amendment would be forthcoming recognizing the additional revenue and expense.

Staff seeks direction from the Board.

The Watauga County Sheriff's Office is requesting to contract with LeadsOnline for data collection from pawn shops, precious metal dealers, and Scrap metal dealers. The LeadsOnline program provides law enforcement and the aforementioned businesses with an online point of sale reporting system for pawned and sold items and metals.

The Sheriff's Office currently spends between ten and thirty hours per month on manually entering carbon copied pawn receipts into our current software program. This is an outdated and time consuming task which is fraught with mis-spellings and mistakes. There are often times when we do not have the manpower available to enter the pawn tickets within the first few days that we receive them which further results in a lag of information that may have led to arrests for property crimes. In addition, the manpower that is currently expended on data entry can be better used in other areas of need in our agency.

An important benefit of the point of sale data entry is the speed and accuracy at which the data is entered. It is available immediately and serial numbers are checked immediately in NCIC which may prompt a notification of stolen property upon its entry into the system. In addition, LeadsOnline contracts with many of our surrounding agencies, and agencies throughout the country. For example, if a TV was stolen and entered NCIC here in Watauga County, and pawned in Tennessee, we would have an automatic notification of the criminal activity. This access to pawn records on a Statewide and Nationwide level will also help to track the movements of known criminals and suspects in narcotics investigations. We know that property crimes directly impact our community and are often the result of other criminal activity. This system will equip us with further investigative tools to be able to address property crime in our county.

This contractual agreement also includes a system for community vigilance and citizen record keeping called ReportIt. This is a free system for our residents to securely catalog photos, serial numbers, receipts, and other documentation to identify property for accurate crime reporting in the event of a theft. ReportIt is a tremendous community benefit.

LeadsOnline includes point of sale data entry for both precious metal dealers and scrap metal dealers. Property crimes and metal theft and repurposing are in direct correlation with narcotic offenses. Suspects steal property including copper, and sell it to support illegal drug activity. Much of our local drug problem is funded by these crimes in addition to drug sales themselves.

We are requesting the funds for this service to be derived from Fund 23, the drug fund, as the benefits from the service will impact all areas of investigation to include general investigation and narcotics investigation.



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F 972-361-0901

TF 800-311-2656

Visit our website to quickly submit your information online:

<http://www.leadsonline.com/main/billing/>

### Billing and Media Contact Information Form

Thanks so much for using LeadsOnline. We want to make sure we have up to date contact information for your department.

Date: 7-1-2014 Agency: Watauga County SHERIFF'S OFFICE

#### Billing Contact

When it comes time for renewal, to whom should the renewal invoice be addressed?

**A VALID EMAIL ADDRESS IS REQUESTED FOR INVOICE AND BILLING RELATED ISSUES ONLY. THANK YOU!**

Name: BARBARA PAYNE  
 Title/Group: ADMINISTRATIVE ASSISTANT II  
 Mailing Address: 184 HODGES GAP ROAD  
 City, State, Zip: BOONE, N.C. 28607  
 Phone #: 828-264-3761  
 Fax #: 828-265-7617  
 Email: BARBARA.PAYNE@WATGOV.ORG  
 Alt. Email: LEN.HAGAMAN@WATGOV.ORG

#### Media Contact

The media is often interested in what Law Enforcement Agencies are doing to protect their communities. LeadsOnline has a sample press release you can use to generate positive press for your department. These are for you to use, we will not contact the media unless you ask us to. Please let us know who to send these materials to at your department.

Name: LEN HAGAMAN Title: SHERIFF  
 Phone #: 828-265-7600 Email: LEN.HAGAMAN@WATGOV.ORG

Please return this completed form via email, fax, or mail:

LeadsOnline LLC  
 6900 Dallas Parkway, Suite 825  
 Plano, TX 75024  
 D: 972-331-7748  
 F: 972-361-0901  
[accounting@leadsonline.com](mailto:accounting@leadsonline.com)

THANK YOU!



## AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated, July 1, 2014 ("Effective Date" is) made between Watauga County Sheriff's Office ("Agency") and LeadsOnline LLC ("Leads").

### SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

#### 1. Definitions

- 1.1 "Data" means all information provided by Reporting Business and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by municipal, state, county or federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in their official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

#### 2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.



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- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Agency agrees that accounts will be used only by the Law Enforcement Official to whom the account is registered.
- 2.4 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties.
- 2.5 Agency agrees to not divulge Data or information obtained through Leads' System to anyone other than Law Enforcement Officials within Agency's Law Enforcement Agency, with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
- 2.6 With regard to Data accessed from Leads' System, Agency agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.
- 2.7 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

### **3. Responsibilities of Leads**

- 3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.
- 3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.
- 3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

### **4. Conditions for use of Leads' System**

- 4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 U.S.C.) , as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.
- 4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.





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- 4.3 Agency represents it is a Law Enforcement Agency.
- 4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.
- 4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.
- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

## 5. Term

- 5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years plus any initial partial year (the "Initial Term") or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term upon payment of an annual invoice submitted by Leads.
- 5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not appropriated to the Agency for this Agreement.

## 6. Disclaimer and Indemnification

- 6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION III OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT,**



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**SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**

**6.2 IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.**

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

## **7. Miscellaneous**

7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.

7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.

7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.

7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document



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containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.

7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in Dallas County or Collin County, Texas.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

**LEADS**

**LeadsOnline LLC**

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

**Print Name:** David K. Finley

**Title:** President & CEO

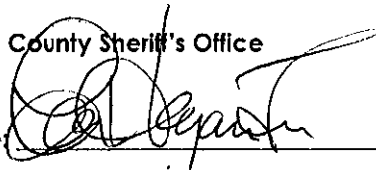
**Date:** \_\_\_\_\_

**Address:** 6900 Dallas Parkway, Suite 825  
Plano, Texas 75024

**Tax ID:** 42-1720332

**AGENCY**

**Watauga County Sheriff's Office**

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

**Print Name:** LEN HAGAN, JR

**Title:** SHERIFF \_\_\_\_\_

**Date:** July 1, 2014 \_\_\_\_\_

**Address:** 184 Hodges Gap Road  
Boone, NC 28607




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## AGENCY AGREEMENT – Attachment 'A'

### SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	PowerPlus
Reporting system for pawn/secondhand Reporting Businesses	✓
Online reporting system for all precious metal Reporting Businesses	✓
Unlimited accounts for Agency's Law Enforcement Officials	✓
Images of property, sellers, vehicles, thumbprints, etc. as provided by businesses	✓
Unlimited training and support for Agency's Law Enforcement Officials and Reporting Businesses online and via phone 7:30 – 5:30 M-F	✓
Store monitor compliance management system	✓
ReportIt citizen property inventory system	✓
NCIC automated stolen property reports	✓
Nationwide search access to Data from pawn/secondhand and precious metal Reporting Businesses	✓
BOLO (continuous, saved) searches / hit alerts	✓ 75
 First Responder Service	✓
POI Inter-agency communication system	✓ 2,000
Case Search system	✓
Statement Analyzer system	✓
Reporting system for scrap metal dealers	✓
National search access to Data from scrap metal Reporting Businesses	✓
CompStat mapping system	✓
Total Fixed Annual subscription fee due on July 1, 2014 and on or before each anniversary thereof during the Initial Term	<b>\$2,848</b>

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**AGENDA ITEM 13:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

***B. Appointment of the North Carolina Association of County Commissioners' (NCACC) Annual Conference Voting Delegate***

**MANAGER'S COMMENTS:**

The North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 14-17, 2014, in Buncombe County. Each county in attendance is required to select a voting member for representation at the annual business meeting which is conducted as a part of the conference. Submission of the voting delegate is due August 1, 2014.

Board direction is requested.



**Designation of Voting Delegate  
 to NCACC Annual Conference**

I, \_\_\_\_\_, hereby certify that I am the duly designated voting delegate for \_\_\_\_\_ County at the 107<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held in Buncombe County, N.C., on August 14-17, 2014.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**Article VI, Section 2 of our Constitution provides:**

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Sheila Sammons by: **Friday, August 1, 2014:**

**NCACC  
 215 N. Dawson St.  
 Raleigh, NC 27603  
 Fax: (919) 719-1172  
[sheila.sammons@ncacc.org](mailto:sheila.sammons@ncacc.org)  
 (p) (919) 715-4365**

**AGENDA ITEM 13:**

**MISCELLANEOUS ADMINISTRATIVE MATTERS**

*C. Boards and Commissions*

**MANAGER'S COMMENTS:**

Ms. Laura Jane Ward, Regional Ombudsman with the High Country Council of Governments, has requested that Mr. Herbert Hash be considered for reappointment to the Watauga County Nursing Home Advisory Committee for a three-year term.





June 30, 2014

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

Gary D. Blevins  
*Chairman of the Board*

Brenda Lyerly  
*Vice Chairman*

Johnny Riddle  
*Secretary*

Valerie Jaynes  
*Treasurer*

Rick Herndon  
*Executive Director*

Dear Ms. Fogle,

The term of appointment for Mr. Herb Hash to the Watauga County Nursing Home Community Advisory Committee will expire on July 26, 2014. He has indicated his desire to be reappointed for a three year term.

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

Kindly,

Laura Jane Ward  
Regional Ombudsman

Enclosure

468 New Market Blvd.  
Boone, NC 28607

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

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

RENOMINATION FORM  
LONG TERM CARE  
COMMUNITY ADVISORY BOARD

Nominee Background Information

Name: Herbert Howard Hash, Jr.

Home Address: 140 Kings Ridge Phone (H) 828/297-7309

Boone, NC 28607 Phone (W) \_\_\_\_\_

Business Address: \_\_\_\_\_ Phone (W) \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address: hashhh@skybest.com

Occupation: retired minister, college teacher

Number of hours per month for this position: \_\_\_\_\_

Education: B.S. in Forestry @ Virginia Tech ; Master of Divinity and

Business and civic experience and skills: Theology Degrees From Southeastern Seminary.  
Hospitality House Board (early 80s) - Some work For Habitat For Huminity

Areas of expertise and interest/skills: 1) Bible teaching

2) Amateur electrical work

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

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

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

Herbert Hash, Jr.  
Signature of Applicant

06/28/14  
Date

Nomination form submitted by: Lubrod, Regional Ombudsman 65

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## **AGENDA ITEM 13:**

### **MISCELLANEOUS ADMINISTRATIVE MATTERS**

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

The North Carolina Association of County Commissioners' (NCACC) Annual Conference is scheduled for August 14-17, 2014, in Buncombe County. Please click on the links in the attached email for detailed information. If you plan to attend, please inform Anita who will be happy to make hotel reservations and RSVP on your behalf.

The dedication of the Law Enforcement Memorial will be Saturday, July 26, 2014, at 7:00 PM.

The renovations to the AEC have been completed and the new Watauga Workforce Center is open for business.

**Anita.Fogle**

**From:** Todd McGee <todd.mcgee@ncacc.org>  
**Sent:** Tuesday, May 20, 2014 5:12 PM  
**To:** Anita.Fogle  
**Subject:** Registration opens for 2014 NCACC Annual Conference



## NCACC Annual Conference

### August 14-17, Buncombe County

### Registration opens for 2014 NCACC Annual Conference

Just as a farmer faces each growing season with a plan based on experience and knowledge of soil conditions, weather and available resources, county leaders know economic stability requires preparation, patience and trust in their citizens and other assets. “Cultivating Economic Growth” is the theme for the NCACC’s 107th Annual Conference, which will be held August 14-17 in Buncombe County.

While commissioners are not likely to find a single “silver bullet” that cures their county’s economic ills, by learning from others’ successes (or shortcomings), realizing their county’s existing assets and existing resources, and forging synergy around economic development, county leaders can help create an environment for jobs to sprout and the economy to blossom. Recruitment of large corporations draw the majority of media attention, but more often economic development occurs in other forms such as expansion of an existing business or the creation of a small or microbusiness.

A diverse community of stable and growing employers is the lifeblood of a healthy county. County boards will have differences in vision and policies, but commissioners play a crucial role in cultivating that economic growth. The Association’s Annual Conference will help showcase those various approaches, provide a forum for attendees to learn from others’ successes and failures and talk with experienced economic development professionals.

### Conference Highlights

Keynote Speaker [Neal Petersen](#) (Friday General Session)  
 Plenary Speaker [Vincent Covello](#) (Saturday General Session)  
[Horn O' Plenty](#) at N.C. Arboretum (Friday evening)  
[President's Banquet and Reception](#) (Saturday evening)

- Click [here](#) to register for 2014 Annual Conference.



# HIGH COUNTRY workforce development board

## New Centers in Watauga & Wilkes Counties

**Dear Tanna,**

We at the HCWDB have some exciting news! Two more centers in our area are following Mitchell (and Ashe and Alleghany before them) in moving to new locations this month.

### Wilkes Centers Move In Together

The new Wilkes Career Center (soon to be Wilkes NCWorks Career Center once certified) is now located in the existing DWS office in Wilkesboro. The building, constructed last year, provides plenty of space for the region's largest workforce center staff. Construction started up again this week as new a classroom was added to the main office area of the building which will feature a mobile computer lab enabling job seekers to attend HRD classes and do group assessments. This new center is a partnership of the HCWDB, the NC Division of Workforce Solutions, Wilkes Community College, Northwest Regional Housing Authority, and others.



### Watauga Center Moves to a New Location

The new Watauga Career Center (soon to be Watauga NCWorks Career Center once certified) will be located in a newly-renovated location at the Appalachian Enterprise Center (AEC) - a design heavily influenced by a special project with Appalachian State University's Interior Design program. This new center is a partnership with the HCWDB, the NC Division of Workforce Solutions, Caldwell Community College & Technical Institute, Clay Wilson & Associates, and others. Because of the Center's location at the AEC, a Watauga County small business incubator, and its other tenants and partners - the SBTDC, Watauga Economic Development Commission, and the Boone Area Chamber of Commerce - the new workforce center will realize a synergy that before now was not feasible.



"We're working more closely with area schools, colleges, universities, and employers than we have in the past," says Adrian Tait, Director of the High Country Workforce Development Board. "Our teams will be able to connect more people with jobs than ever before and help more of our area businesses find the right talent. We're excited to show how the workforce development board and all our partners are re-inventing workforce development right here in the High Country."

High Country Workforce Development Board | 828-265-5434 <http://www.highcountrywdb.com>  
486 New Market Blvd  
Boone, NC 28607



Services and activities funded by the High Country Workforce Development Board are equal opportunity employers/programs. Auxiliary aids and services are available upon request to persons with disabilities. To place a free relay call in North Carolina, dial 711.

**AGENDA ITEM 14:**

**PUBLIC COMMENT**